



MARK PESTRELLA, Director

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

*"To Enrich Lives Through Effective and Caring Service"*

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ALHAMBRA, CALIFORNIA 91803-1331  
Telephone (626) 458-5100  
<http://dpw.lacounty.gov>

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

**ADOPTED**

IN REPLY PLEASE  
REFER TO FILE

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

October 02, 2018

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

22 October 2, 2018

CELIA ZAVALA  
EXECUTIVE OFFICER

Dear Supervisors:

**SERVICES CONTRACT  
DEVELOPMENT SERVICES CORE SERVICE AREA  
AWARD OF SERVICES CONTRACTS FOR  
GRAFFITI REMOVAL SERVICES  
(SUPERVISORIAL DISTRICTS 1 AND 2)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval to award five services contracts for graffiti removal within the unincorporated County areas of Supervisorial Districts 1 and 2.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
2. Find that these services can be more economically performed by independent contractors than by County employees.

3. Award three contracts for graffiti removal services in Supervisorial Districts 1 and 2 to Superior Property Services, Inc., and two contracts to Woods Maintenance Services, Inc., dba Graffiti Control Systems, and instruct the Chair to execute these five contracts. These contractors are certified by the County of Los Angeles as Local Small Business Enterprises. These contracts will be for a period of 1 year with three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 54 months and a maximum potential contract sums of \$842,878 for District 1 - East; \$2,334,801 for District 1 - West; \$976,413 for District 2 - West; \$1,125,630 for District 2 - East; and \$3,370,950 for District 2 - North.

4. Authorize the Director of Public Works or his designee to renew the contracts for each additional renewal option and extension periods if, in the opinion of the Director of Public Works or his designee, 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 or his designee, it is in the best interest of the County to do so.

5. Authorize the Director of Public Works or his designee to annually increase these contracts amount up to an additional 10 percent of the annual contracts sum for unforeseen, additional work within the scope of these contracts if required.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommended actions will provide graffiti removal services within the unincorporated County areas of Supervisorial Districts 1 and 2. The work to be performed will consist of removing graffiti by using chemical solvents, pressure washing, painting on various surfaces to remove or cover the graffiti, and to perform paint-out projects to maintain the area free of graffiti. The Department of Public Works Graffiti Abatement Program's goal is to remove graffiti as quickly and as often as necessary to keep the community free of graffiti.

#### **Implementation of Strategic Plan Goals**

The County Strategic Plan directs the provisions of Strategy II.1, Drive Economic and Workforce Development in the County; Strategy II.2, Support the Wellness of our Communities; and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability. The recommended contractors have the expertise to provide these services accurately, efficiently, timely, and in a responsive manner and will support Public Works in meeting these goals.

#### **FISCAL IMPACT/FINANCING**

The annual contract sums for each area are based on each contract term's proposed price quoted by each contractor and our estimated annual utilization of the contractors' services, and these amounts are listed in the Award Schedule (Enclosure A), with maximum potential contract sums of \$842,878 for District 1 - East; \$2,334,801 for District 1 - West; \$976,413 for District 2 - West; \$1,125,630 for District 2 - East; and \$3,370,950 for District 2 - North; if all optional renewals are exercised, including 6 month-to-month extensions and 10 percent of the annual contract sum for unforeseen work within the scope of these contracts. The estimated cost of the contracted work is based on Public Works estimated annual requirements for the services at the geographic locations covered under these contracts.

These contracts will be for a period of 1 year in a combined annual amount with a maximum potential contract sum as indicated in the Award Schedule (Enclosure A) with three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 54 months.

Funding for these services are included in the General Fund, Road Fund, and Special Road Districts 1 and 2 Fund Fiscal Year 2018-19 Budgets. When the need arises for services under these contracts, financing the required services will be from the appropriate funding source. Total annual expenditures for these services, however, will not exceed the program aggregate amount approved by the Board. Funds to finance the contract's optional years and 10 percent additional funding for contingencies will be requested through the annual budget process.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The recommended contractors are Superior Property Services, Inc., located in Pico Rivera, California; and Woods Maintenance Services, Inc., dba Graffiti Control Systems, located in North Hollywood, California. These contractors are certified by the County of Los Angeles as Local Small Business Enterprises. These contracts will be for a period of 1 year. With the Board's delegated authority, Public Works may renew these contracts for three 1-year renewal options and a month-to-month extension for up to 6 months for a maximum potential total contracts term of 54 months.

These contracts have been executed by Superior Property Services, Inc., and Woods Maintenance Services, Inc., dba Graffiti Control Systems; and approved as to form by County Counsel (Enclosures B.1 - B.5). The recommended contracts were solicited on an open-competitive basis and are in accordance with applicable Federal, State, and County requirements.

A standard services contract has been used that contains terms and conditions in compliance with the Board's ordinances, policies, and programs. Enclosure C reflects the proposers' utilization participation and community business enterprise program information. Data regarding the proposers' minority participation is on file with Public Works. The contractors were selected upon final analysis and consideration without regard to race, creed, gender, or color.

Pursuant to the applicable Memorandum of Understanding, on February 15, 2015, the Request for Statement of Qualifications (RFSQ) for the contracted services were submitted to the appropriate union for review. Subsequently, on January 24, 2018, the Invitation for Bids (IFB) for these services were submitted to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.

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

The contractors have agreed to pay its full-time employees prevailing wages under the California Labor Code for prevailing wage work and the living wage rate in compliance with the County's Living Wage Ordinance for nonprevailing wage work. The contractors have agreed to comply with the County's Living Wage reporting requirements. The County's Proposition A and Living Wage Ordinance provisions apply to these proposed contracts, as County employees can perform these contracted services. These contracts comply with all of the requirements of the County Code, Section 2.201.

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

These Proposition A contracts do not allow Cost-of-Living Adjustment for the three option years.

## **ENVIRONMENTAL DOCUMENTATION**

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

## **CONTRACTING PROCESS**

A notice of the RFSQ for graffiti removal services was released on February 23, 2015, and March 20, 2017. Seven Statement of Qualifications were received on April 23, 2015, and one Statement of Qualifications was received on April 24, 2017. The statements were first reviewed to ensure they met the mandatory requirements outlined in the RFSQ. Two of the eight statements received were disqualified because the statements were incomplete and nonresponsive. Six of the eight statements met this RFSQ's mandatory requirements. These six statements were then evaluated by an evaluation committee consisting of Public Works staff utilizing the informed averaging methodology for applicable criteria. The committee's evaluation was based on criteria described in the RFSQ, including experience, work plan, financial resources, performance history/references, and demonstrated controls over labor/payroll recordkeeping. Based on this evaluation, two of the six Statement of Qualifications did not receive a score equal to or above the evaluation's minimum passing score and were ineligible to be placed on the Qualified Contractors List. The remaining four statements received a passing score and were placed on the Qualified Contractors List.

On February 27, 2018, a notice of the IFB was e-mailed to the four vendors on the Qualified Contractors List that resulted from the RFSQ for graffiti removal services. Advertisements and outreach activities were conducted during the RFSQ process, which included placing advertisements in the Los Angeles Times; Los Angeles Sentinel; and Los Angeles Daily Journal; and a notice of the IFB on the County's "Doing Business With Us" website (Enclosure D); Public Works "Business Opportunities" website; and Twitter. Also, Public Works informed 1,243 registered Local Small Business Enterprises and 113 independent contractors, various business development centers, and municipalities about this business opportunity.

On April 3, 2018, four bids for each of the five locations were received. The bids were first reviewed to ensure they met the minimum mandatory requirements in the IFB. All 20 bids met the minimum mandatory requirements. Each bid was evaluated by performing mathematical calculations, and a score was assigned for the price category to each bid. Based on this evaluation, it is recommended that these contracts be awarded to the apparent low, responsive, and responsible bidders, Superior Property Services, Inc., located in Pico Rivera, California; and Woods Maintenance Services, Inc., dba Graffiti Control Systems, located in North Hollywood, California. Both vendors are Local Small Business Enterprises. Public Works believes the bidders' price is reasonable for the work requested.

Consistent with the County of Los Angeles Services Contract Solicitation Policy, Policy No. 5.055, Urban Graffiti Enterprises, Inc. (Urban), a bidder for this solicitation requested an IFB County Independent Review. On June 24, 2018, a County Independent Review was conducted. The review found that Urban did not demonstrate that Public Works materially failed to follow procedures specified in its solicitation document, made identifiable mathematical or other errors in evaluating bids, or that there was another basis for review as provided by State or Federal law and recommended no changes to our solicitation process. Therefore, the contracts will be awarded to the apparent low, responsive, and responsible bidders, Superior Property Services, Inc., and Woods Maintenance Services, Inc., dba Graffiti Control Systems.

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.

**CONCLUSION**

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

Respectfully submitted,



MARK PESTRELLA

Director

MP:JQ:ep

Enclosures

c: Chief Executive Office (Chia-Ann Yen)  
County Counsel  
Executive Office  
Internal Services Department, Contracts Division

# Agreement

**BOARD EXECUTE**



BY AND BETWEEN

THE COUNTY OF LOS ANGELES,  
DEPARTMENT OF PUBLIC WORKS

AND

SUPERIOR PROPERTY SERVICES, INC.

FOR

GRAFFITI REMOVAL SERVICES DISTRICT 1 - EAST  
(2018-PA018)

78842

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- EXHIBIT C Internal Revenue Service Notice 1015**
- EXHIBIT D Safely Surrendered Baby Law Posters**
- EXHIBIT E Defaulted Property Tax Reduction Program**
- EXHIBIT F.1 Bid Submission Instructions**
- EXHIBIT G Location Map**

AGREEMENT FOR

GRAFFITI REMOVAL SERVICES DISTRICT 1 - EAST  
(2018-PA018)

THIS AGREEMENT, made and entered into this 2nd day of October, 2018, 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 California corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Statement of Qualifications filed with the COUNTY on April 23, 2015, and Bid Submission filed with COUNTY on April 3, 2018, hereby agrees to provide services as described in this Contract for Graffiti Removal Services District 1 - East (2018-PA018).

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Bid Submission Instructions; Invitation for Bids, and Exhibit G, Location Map, including its Exhibits and Addenda; the CONTRACTOR'S Statement of Qualifications and Bid Submission, the Request for Statement of Qualifications; and Addenda to the Request for Statement of Qualifications, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Bid submission and attached hereto as Form PW-2.1-2.4, an amount not to exceed \$766,252 for the entire contract period of 54 months as the Board may approve (Maximum Contract Sum). The sum for the initial term is \$190,217; the sum for the first optional term is \$180,217; the sum for the second optional term is \$155,867; the sum for the third optional term is \$159,967; and a month-to-month extension up to 6 months is for \$79,984, in a prorated monthly amount.

FOURTH: This Contract's initial term shall be for a period of one year commencing on November 1, 2018, or upon the Board's approval, whichever occurs last. The COUNTY shall have the sole option to renew this Contract term for up to three additional one-year periods and six month-to-month extensions for a maximum total Contract term of four years and six months. Each such option shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full one year, this

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Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term.

The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

FIFTH: The CONTRACTOR shall bill monthly, upon completion in arrears, for the work performed during the preceding month. Work performed shall be billed at the unit prices quoted in Form PW-2.1-2.4, Schedule of Prices, respectively.

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

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

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

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

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

TENTH: No Cost-of-Living Adjustments shall be granted for the optional renewal periods.

ELEVENTH: In the event that the terms and conditions, which may be listed in the CONTRACTOR'S Statement of Qualifications and Bid submission, conflict with the



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 *Shirley Kuehl*  
Chair, Board of Supervisors

ATTEST:

Celia Zavala  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

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



CELIA ZAVALA  
Acting Executive Officer  
Clerk of the Board of Supervisors

By *Danya Ruiz*  
Deputy

By *Danya Ruiz*  
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

By *Carole Suzuki*  
Deputy

SUPERIOR PROPERTY SERVICES,  
INC.

By *Ronald L. Bruner*  
Its President

RONALD L. BRUNER  
Type or Print Name

By *Ronald L. Bruner*  
Its Secretary

RONALD L. BRUNER  
Type or Print Name

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

22

OCT 02 2018

*Celia Zavala*  
CELIA ZAVALA  
EXECUTIVE OFFICER

78842

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**



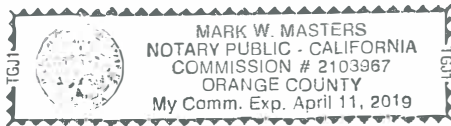
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Orange )  
On May 12, 2018 before me, Mark W. Masters, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared Ronald L. Brunck  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Agmt For Graffiti Removal Services Dist. 1 East Document Date: \_\_\_\_\_  
Number of Pages: 4 Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

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

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

SCOPE OF WORK

GRAFFITI REMOVAL SERVICES DISTRICT 1 - EAST

A. Public Works Program Manager

The Public Works Graffiti Abatement Program Manager (PM) is Ms. Ari DeChellis of Land Development Division who may be contacted at (626) 458-4062 or [adechellis@dpw.lacounty.gov](mailto:adechellis@dpw.lacounty.gov), Monday through Thursday, 7:15 a.m. to 6 p.m. The PM or designee is the only person authorized by Public Works to request additional work of the Contractor. The Contractor will be notified in writing when there is a change in the PM.

B. Work Locations

The Work location under this contract is District 1 - East, as shown on Exhibit G. The Contractor is to provide graffiti removal services in District 1 - East.

The numbers of graffiti tags removed by the County's Contractor in prior years are indicated below for informational purposes only. Actual quantities of graffiti to be removed under this contract will vary from, and may exceed, the below amounts. The Contractor's price in Form PW-2 (Schedule of Prices) will be for the removal of all graffiti within District 1 - East, according to the Specifications of this contract.

Fiscal Year	Number of Tags Removed District 1 - East
FY 14/15	10,000
FY 15/16	9,630
FY 16/17	10,550

C. Background

The work to be performed under this contract consists of removing graffiti by using chemical solvents, pressure washing, and painting on various surfaces to remove or cover the graffiti and to perform paint-out projects to beautify surfaces and objects as requested by the PM or designee. Paint-out projects include, but are not limited to, painting surfaces that are in need of enhancement and/or beautification as well as color matching. Public Works' Graffiti Abatement Program's goal is 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 graffiti 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.

D. Work Description – General Statement

The primary objective of this contract is to keep the areas graffiti free by removing all graffiti in the County unincorporated areas as quickly and as often as necessary. The Contractor shall remove graffiti from all surfaces in the specified areas from private, residential/commercial/industrial, and public property. The Contractor shall fulfill/resolve all graffiti removal requests and shall remove all graffiti seen in the immediate area. In addition, the Contractor shall patrol the assigned areas to seek, find, and remove graffiti and do paint-outs. The PM or designee has the authority to dictate special requests including, but not limited to, the removal of murals.

The Contractor shall provide the necessary number of crews to remove all requests for graffiti removal as specified in Section E.1 and all graffiti seen in the immediate areas. A crew is defined as consisting of at least one full-time (40 hours/week, Monday through Friday) person in a fully equipped vehicle designated to carry out the duties detailed in this Scope of Work.

In addition, the Contractor shall make crews available for special requests and priority assignments requested by the PM or designee.

The Contractor shall establish and implement daily routes for crews and provide a schedule of such routes to inform the PM of the expected locations and work schedule of the crews. The schedule shall conform to the Work Plan set forth in the Contractor's proposal for this contract, the Contractor's Staffing Plan and Cost Methodology Form (LW-8) submitted for this contract, and subparagraph E.1 of this Exhibit. This routine schedule will be used as a reference to account for all hours the Contractor's staff work under this contract. This schedule will be approved by the PM and any changes in this schedule must have approval from the PM.

The Contractor shall designate a supervisor who can be contacted to confer with Public Works' Contract Monitors with respect to concerns relating to graffiti removal services and Contractor's operations, including painters' performance. The Contract Monitors are the primary contact person with Contractors. They patrol the areas; identify and report graffiti; monitor the work done by the Contractor; act as the point of contact for constituent referrals and complaints; and issues relating to the contract, work, and Contractor crews. The Contract Monitors, monitor and observe the area covered in the contract and report to the PM. The Contractor's supervisor shall have a thorough knowledge of the needs of contract work locations, the abatement areas, graffiti removal methods, and paint-out projects and the operation of appropriate equipment required to carry out these specifications, terms, conditions, and requirements of the contract.



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

E. General Graffiti Removal Services

The Contractor shall:

1. Maintain a zero-tolerance policy in accordance with the Contractor's Work Plan. The Contractor shall follow its Work Plan throughout the entire contract unless otherwise approved in writing by the PM. In addition, the Contractor shall:
  - a. Remove vulgar and threatening graffiti (i.e., profane, obscene, racist, gang 187's, or crossouts) within 24 hours 7 days a week, upon notification.
  - b. Respond to Public Works PM or designee concerning special requests and priority assignments, including paint-out projects and color match corrective painting within 24 hours, 7 days a week, upon request.
  - c. Remove graffiti within 48 hours upon notification, Monday through Friday.
2. Match all paints to existing colors to the satisfaction of the PM or designee. The Contractor shall receive no additional compensation for repainting any area to match the color whether or not original graffiti removal was done by current Contractor. Graffiti shall be removed using new or recycled water based paint. The Contractor shall make the best possible match to the existing color.
3. Provide Public Works with work record reports no later than the 5th day of each month with the monthly invoice. The monthly report shall indicate the number of crews utilized and hours worked. This report shall include all tags removed and their locations (address and whether it was private property or in the public road right of way) and square footage of graffiti removed, painted over, or pressure washed. These reports shall be transmitted electronically in an Excel document to the PM who may perform quality control inspections. Mail completed work reports to:

County of Los Angeles, Department of Public Works  
Land Development Division  
Graffiti Abatement Section

Attention Ms. Arienne DeChellis  
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, vehicles, 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, wood, metal, signage, stucco, brick, concrete, cinder blocks, sidewalks, smooth concrete, very rough grouted riprap, vegetation, 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 County approved solvents (see subparagraph E.9).
6. Remove graffiti, do paint-out projects over walls, as well as murals (murals shall only be removed with authorization from the PM, see paragraph BB, Murals). The color of the paint shall match the color of the surface to which it is applied. 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 County. 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, vehicles, etc., from paint spillage. If the Contractor encounters graffiti on walls with painted vines, they shall contact the PM or designee for instructions on how to handle.
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), scaffolds, and bucket trucks.
8. Use appropriate methods of covering or removing graffiti for the particular surface and conditions, such as, but not limited to, water blasting (on sidewalks), painting over on block walls that are painted, water blasting on block walls that are not painted, and chemical solvents (on signage). Any chemical solvents utilized to remove graffiti shall have a Material Safety Data Sheet available for Public Works' review.
9. Remove graffiti found on signs in all areas. Graffiti on signs should be removed with any of the following County approved solvents:

- a. OFF-B, graffiti remover liquid form
- b. 3M™ Citrus Base Industrial Cleaner
- c. State Chemical Graffiti Wipes

If the Contractor believes a sign is vandalized/damaged beyond repair, Contractor shall reject the work order, and e-mail picture of damaged sign to PM or designee for handling.

10. Train all its personnel in proper graffiti removal techniques, color matching, safety protocol, and provide corrective instruction to its personnel if they are removing graffiti improperly. Additionally, Contractor shall stay informed of new techniques of graffiti removal products and equipment.
11. Not allow any debris from its operations under this contract, especially from the water/sand blasting operations, to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System Permit (NPDES). If such violation occurs, Contractor shall notify Public Works immediately. In addition, if Contractor fails to comply with the requirements of the NPDES, in accordance with the Performance Requirements Summary, under this Exhibit, Section Y., an additional \$500 per each violation shall be imposed.
12. Use appropriate Best Management Practices (BMP) including, but not limited to, drop cloths on all worksites to protect sidewalks, vegetation, etc., from paint spillage or overspray.
13. Obtain and retain the written consent of the owner or the owner's authorized agent of privately-owned property before commencing work.
14. Place special emphasis on assisting the PM or designee with special requests (i.e., removal of graffiti before parades, special events, etc.).

Public Works reserves the right to change any aspect of the Graffiti Abatement Referral System and/or the Contractor's reporting system. Such change could be due to improvements in our computer applications capabilities or for any other reason.

F. Hours and Days of Operation

The days of operation shall be Monday through Friday between the hours of 7 a.m. to 6 p.m., except as indicated in Section E, General Graffiti Removal Services, page A.3, items 1.a and 1.b, and Section G, Telephone Communications, page A.6. The Contractor is not required to provide services on the following observed holidays.

Observed Holidays:

- New Year's Day
- Independence Day
- Thanksgiving Day
- Christmas Day

G. Telephone Communications

The Contractor shall be available to report and confer with the PM or designee with respect to these graffiti removal services. The Contractor shall provide a telephone answering service **Monday through Sunday**, to receive instructions, information, complaints, etc., from Public Works and shall call the PM or designee back within the hour.

H. Supervisor Qualifications

The Contractor's supervisor shall have a thorough knowledge of the graffiti problems in the designated work locations graffiti removal methods and paint-out techniques, and the operation of appropriate equipment required to carry out these specifications, terms, conditions, and requirements of the contract.

I. Vehicle Signage

Vehicle signage will include the Contractor's name or firm's name, together with Public Works' Graffiti "Hotline Number," in legible letters, not less than 2 inches in height, on both sides of all trucks/vehicles used in the graffiti removal work locations.

J. Responsibilities of Contractor

1. The designated Contractor's supervisor, as defined in this Exhibit and Section D, Work Description, page A.2, shall have a thorough knowledge of the work locations under their purview and shall speak and understand English.
2. In the event a crew could not be deployed, the Contractor's supervisor shall immediately replace that crew to make sure that coverage is maintained.
3. The Contractor shall maintain a well-trained reserve force to cover the work in the event of an emergency or to provide coverage if any crew could not be deployed on any given day.
4. The designated Contractor's supervisor shall provide a 24-hour emergency contact number.

5. All crews shall receive a minimum of one 8-hour workday training in the area assigned to them at the Contractor's expense and in accordance with the County's labor laws. Training must include, but not be limited, to the details of the Work Plan, crew responsibilities, techniques in removal, color matching, boundaries of County jurisdiction, and safety rules and regulations.
6. The Contractor shall provide the contact information of on-site personnel per area so PM or designee may contact them.
7. 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 PM.

K. Graffiti Removal Services

For graffiti removal from County owned and private property, the Contractor shall adhere to the following additional specifications:

1. Water based and/or recycled paint shall be used.
2. Concrete Block Walls/Concrete Walls: All graffiti shall be removed by either a water blasting machine with soda compound or painted over with water based paint. If using paint, it shall be feathered to blend well with the surrounding wall. The paint over color shall match the wall color. When color is unavailable, entire surface should be repainted with the new color. Overspray on non County owned or private property shall not be allowed.
3. Sidewalk Surfaces: Removal of graffiti from concrete sidewalks shall be done by using a water blasting machine with soda compound. If sidewalk has been previously painted, paint over with water based paint. The sidewalks shall be clean of all graffiti and graffiti residue (sand). The sidewalks shall be blocked off as needed to maintain the public safety.
4. Curb Facing: Remove all graffiti paint from curb surfaces. The Contractor shall use the standard paint colors (red, blue, yellow, green, and white) depending on the original curb color and/or parking restrictions as approved by Public Works. Nonpainted curbs shall be painted using concrete color paint or cleaned with water blasting machines. When painted curbs have not been painted in years, entire curb should be painted over to appear uniform and aesthetically pleasing.

5. Chain link Fencing: All graffiti on pipes and fencing shall be painted over using a galvanized color to match the fencing fabric and pipe color. The paint over color shall be feathered into the fabric and along the pipes.
6. Pedestrian bridges/underpasses: The Contractor shall be responsible for removing graffiti found on all pedestrian bridges and underpasses in the area. Interior walls may be carefully sprayed but bridge floor shall be pressure washed if not previously painted. If previously painted, the Contractor shall paint with water based paint mixed with sand. Please notify Public Works to prepare work area, to make it free of debris prior to removing graffiti off of these footbridges. Pedestrian bridges will have a 72-hour turnaround time upon Public Works completion of initial clean up. The Contractor shall schedule and complete removal during hours that school is in session. Where there is a risk of overspray harming personal property or difficulties in reaching the area with equipment, utilizing rollers to apply paint to cover graffiti, or paint-out is required. The Contractor will place traffic cones and/or other appropriate traffic control equipment to divert pedestrians and cyclists.
7. 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 previous color using water based paint.
8. Concrete Light Poles: Graffiti shall be removed from concrete light poles using a water blasting machine with a soda compound only. No paint shall be used. All paint shall be removed from the pole. All paper and sticker signs and "slap tags" shall be removed.
9. Wooden Light Poles: All graffiti shall be painted over using a water based paint to match the wood color. All paper and sticker signs and "slap tags" shall be removed.
10. Bus Stops: All graffiti shall be removed using County approved solvents (see subparagraph E.9) on the plastic sides and sitting areas. The surfaces shall be washed.
11. Trees: The Contractor must be responsible for removing graffiti reported or found on trees. The 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 and not letting the tree breath through its bark. Trees, vegetation, and green areas must be protected by the Contractor.

12. **Wooden Fencing:** All graffiti shall be painted over on wooden fencing using a water based paint to match the color of fencing. The Contractor shall feather paint to match the surrounding parts of the fencing. In the event that wood fencing is weathered, Contractor shall contact Public Works to obtain a written "Consent and Release of Liability" from property owner prior to pressure washing.
13. **Brick Walls:** All graffiti shall be removed using a water blasting machine. Painting over shall not be done on a brick wall, unless it has been previously painted. The Contractor shall color-match the paint to previous color using water based paint.
14. **Metal Fencing (sheets):** All graffiti shall be painted over on metal fencing. The paint over color shall match the surrounding part of the fence.
15. **Asphalt Concrete:** All graffiti on asphalt concrete shall be covered with asphalt paint mixed with sand.
16. **Glass Windows:** All graffiti on glass windows shall be removed by using a County approved graffiti removal spray (see section E.9) on these transparent surfaces. Windows will be left clean.
17. **Metal Light or Traffic Poles:** All graffiti shall be removed by appropriate means, and if paint is used, it shall match existing color.
18. **Electrical boxes, traffic control boxes, telecommunication boxes, etc.,** (if they are sage green or beige) paint over color matching entire box.

L. Rights of Way

The Contractor shall conduct all of its activities and operations within the confines of public rights of way in which graffiti is to be removed. The Contractor shall not allow its employees to use private property for removing graffiti, 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 finds it needs to encroach upon private property in order to remove graffiti, the Contractor shall first notify the PM or designee. The PM or designee will obtain written permission to access private property from the property owner. When performing any work or doing any activity on lands inside or outside of public rights of way, the Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations.

M. Additional Location(s)/Work

1. Additional area(s) and/or work may be added during the contract period. Within 24 hours of a request from the PM for additional services,

the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials, including estimated cost to perform the additional work. No additional work shall commence without written authorization from the PM. Upon PM's negotiation and acceptance of the Contractor's written quotation, and subject to approval of the Director or designee, the additional work and/or areas may be added to the contract by amendment or change order.

2. All additional work provided herein shall commence on the specified date established. The Contractor shall proceed diligently to complete said work within the time allotted as approved by the PM.
3. The Contractor may be asked to provide equipment and to take pictures of graffiti and upload to a database.

N. Utilities

Public Works will not provide utilities.

O. Storage Facilities

Public Works will not provide storage facilities for the Contractor.

P. Removal of Debris

All debris derived from these services shall be removed from Public Works property and become the property of the Contractor. The Contractor shall dispose of all debris from these services in a legally established area appropriate for the type of debris being disposed and in compliance with all applicable Federal, State and local legal requirements. Disposal shall be at the Contractor's expense. The Contractor shall not allow any debris from its operations under this contract to be deposited in the storm drains and/or gutters in violation of the NPDES Permit.

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

Q. Special Safety Requirements

1. All Contractor personnel shall be expected to observe all applicable California Occupational Safety and Health Administration and



Public Works safety requirements while at the various jobsites. Reflective vests shall be worn at all times. Suitable clothing, gloves, and shoes that meet California Occupational Safety and Health Administration requirements are required. All safety precautions shall be in place before work is to be started. The Contractor's graffiti abatement crew shall know the Contractor's standard safety practice.

2. The Contractor shall supply all applicable safety equipment including, but not limited to, rotating lights for vehicles used for work under this contract.
3. The 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 Federal, State, and local laws.

S. 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.

T. Responsibilities of Public Works

The Director, acting through the PM or other designee, will approve or disapprove the Contractor's performance under this contract. Public Works will make regular inspections of these areas under 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 in accordance with the schedule of Liquidated Damages, under this Exhibit, Section Y., if any terms and conditions of this contract are not complied with by the Contractor.

U. Best Management Practices

Best Management Practices (BMP) shall be defined as any program, technology, process, siting 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 latest edition of the County of Los Angeles Department of Public Works BMP Manual, and addenda thereto issued throughout the duration of the contract term. Copies of this publication are available for purchase from:

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

The Contractor shall have a minimum of two readily accessible copies of this publication on the project site at all times.

The Contractor shall implement the following BMP for the prevention of storm water pollution in conjunction with all its activities and operations:

WASTE MANAGEMENT

WM 005      Solid Waste Management  
WM 006      Hazardous Waste Management  
WM 009      Sanitary/Septic Waste Management

VEHICLE AND EQUIPMENT MANAGEMENT

NS 008      Vehicle and Equipment Cleaning  
NS 009      Vehicle and Equipment Fueling  
NS 010      Vehicle and Equipment Maintenance

Additional BMPs may be required as a result of a change in actual field conditions, Contractor 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 BMP within each category in order to achieve the BMP objective.

The Contractor, as a permittee, is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Agency, private citizens, and citizen groups. The County will deduct from payments due the Contractor, the total amount of any fines levied on the County, plus legal fees, staff costs, and consultants fees as a result of the Contractor's noncompliance with these provisions and/or less than complete implementation of the specified BMP.

V. 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 3 days at the Contractor's expense and to the satisfaction of the PM. All costs to the Contractor for protecting and restoring existing improvements shall be included in the annual price.

W. 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.

X. 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. The 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.

The Contractor's Quality Control representatives will be separate and distinct from Contractor's supervisor or general superintendent, and the Contractor's Quality Control procedures establish a separate system for recording, reporting, and resolving quality control issues.

Within 10 days of contract award, the Contractor shall submit to the County a Contract Quality Control Plan for review and approval by the PM. 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, and resolving quality control issues; and checklists or other documentation in support of Contractor's Quality Control function.

Y. Performance Requirements and Liquidated Damages

1. Public Works will use the Performance Requirements Summary to evaluate the Contractor's performance.
2. 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.
3. Liquidated Damages for noncompliance with the Living Wage Program is indicated in Exhibit B, Section 9.G, Enforcement and Remedies.

**PERFORMANCE REQUIREMENTS SUMMARY**

REQUIRED SERVICE	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM STANDARD	METHOD OF SURVEILLANCE	MAXIMUM DEDUCTION	DEDUCTION FROM CONTRACT PRICE FOR NOT MEETING STANDARD
Fines by regulatory and governmental agencies	Fined by a local, regional, State, or Federal regulatory or governmental agency as a result of the contractor's negligence or failure to comply with any Federal, State, or local rules, regulations, or requirements.	0%	100% inspection on a periodic basis.	10% of total monthly amount of contract cost	\$500 per occurrence plus any fine(s) charged to the County by a regulatory or governmental agency
Violation of the National Pollutant Discharge Elimination System	Discharge of debris into storm drains and/or gutter.	0%	100% inspection on a periodic basis.	10% of total monthly amount of contract cost	\$500 per occurrence plus any fines by regulatory and governmental agencies plus any remediation cost

REQUIRED SERVICE	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM STANDARD	METHOD OF SURVEILLANCE	MAXIMUM DEDUCTION	DEDUCTION FROM CONTRACT PRICE FOR NOT MEETING STANDARD
Daily/Weekly/Monthly/Quarterly Reports	Submitted to Contract Manager daily/weekly/monthly report.	0%	100% inspection on a periodic basis; complaints	10% of total monthly amount of contract cost	\$50 per day per report that is late or not submitted
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 not knowledgeable of the job requirements
Staffing	Staffing levels are adequate to meet contract requirements.	0%	100% inspection on a periodic basis; complaints	10% of total monthly amount of contract cost	\$50 per occurrence
Training Program	Document training of each employee.	0%	100% inspection on a periodic basis	10% of total monthly amount of contract cost	\$250 per untrained employee
Maintain Knowledge of Safety Requirements	Completion of training of all accepted standards for safe practices related to the work.	0%	100% inspection on a periodic basis; complaints	10% of total monthly amount of contract cost	\$50 per employee, per occurrence
Change in Supervisor	The contractor shall notify the County in writing of any change in name or address of the Supervisor.	0%	100% inspection on a periodic basis	10% of total monthly amount of contract cost	\$50 per occurrence
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 not responded to within the time frame outlined in the specifications
Project Safety Official	Project Safety Official who shall be thoroughly familiar with the contractor's Injury and Illness Prevention Program and Code of Safe Practices.	0%	100% inspection on a periodic basis; complaints	10% of total monthly amount of contract cost	\$200 per occurrence

REQUIRED SERVICE	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM STANDARD	METHOD OF SURVEILLANCE	MAXIMUM DEDUCTION	DEDUCTION FROM CONTRACT PRICE FOR NOT MEETING STANDARD
Safety Requirements	Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA).	0%	100% inspection on a periodic basis; complaints	10% of total monthly amount of contract cost	\$500 per occurrence
Special Requests/Priority Assignment/vulgar graffiti	Graffiti removed and/or painted over within 24 hours Monday through Sunday upon notification.	0%	100% inspection on a periodic basis; complaints	50% of total monthly amount of contract cost	\$200 per square foot (or proration thereof) for graffiti not removed within the time frame outlined in the specifications
Remove graffiti	Graffiti removed and/or painted over within 48 hours Monday through Friday. Upon notification	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 48 hours upon notification.	0%	100% inspection by random sampling	50% of total monthly amount of contract cost	\$50 per complaint

Z. Contractor Licensing

The Contractor shall possess a valid and active C-33 State of California-issued Contractor's license throughout the duration of this contract. Failure to maintain a valid and active C-33 State of California-issued Contractor's license may lead to contract termination or suspension.

AA. Subcontracting

Subcontracting is prohibited.

BB. Murals

Public Works is committed to the preservation of registered murals. 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 PM.

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 murals unless advised by Public Works or PM to do so.

CC. Proposed Annual Price

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

DD. Graffiti Database Program

The Contractor may be asked to take photographs of all graffiti vandalism prior to removing it and upload the pictures to a database system for analysis.

EE. Request of Work from Contractor

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

## 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.

Bid or Bid Submission. The response to an Invitation for Bids.

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

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

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

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



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

Day. Calendar day(s) unless otherwise specified.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Headings

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

## SECTION 2

### STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

#### A. Amendments

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

#### B. Assignment and Delegation

1. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor. Any payments by County to any approved delegate or assignee on any claim

under this Contract shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

2. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
3. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Contract, which may result in the suspension or termination of this Contract. In the event of such a termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.

C. Authorization Warranty

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

D. Budget Reduction

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

E. Complaints

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

1. Within 12 business days after this Contract's effective date, Contractor shall provide County with Contractor's policy for receiving, investigating, and responding to any complaints by any individual.
2. County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
3. If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five business days for County approval.
4. If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.
5. Contractor shall preliminarily investigate all complaints and notify the Contract Manager of the status of the investigation within five business days of receiving the complaint.
6. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
7. Copies of all written responses shall be sent to the Contract Manager within three business days of mailing to the complainant.

F. Compliance with Applicable Laws

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

G. Compliance with Civil Rights Laws

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

H. Confidentiality

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

I. Conflict of Interest

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

provisions of this paragraph shall be a material breach of this Contract subjecting Contractor to either contract termination for default or debarment proceedings or both. Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

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

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

K. Consideration of Hiring GAIN and GROW Participants

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

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

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

M. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification (Form PW-12), County seeks to ensure that all County

Contractors which receive or raise charitable contributions comply with California law in order to protect County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination for default or debarment proceedings or both (Los Angeles County, Code Chapter 2.202).

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

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

O. Contractor Performance Evaluation/Corrective Action Measures

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

P. Damage to County Facilities, Buildings, or Grounds

1. Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor, employees, or agents of Contractor.



2. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the occurrence. If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand. County may deduct from any payment otherwise due Contractor for costs incurred by County to make such repairs.

Q. Employment Eligibility Verification

1. Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all of its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
2. Contractor shall indemnify, defend, and hold harmless, the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

R. Facsimile Representations

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

S. Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees,

and Volunteers from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

T. Force Majeure

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

U. Governing Laws, Jurisdiction, and Venue

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

V. Most Favored Public Entity

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

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

W. Nondiscrimination and Affirmative Action

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

reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State antidiscrimination laws or regulations shall constitute a finding by County that Contractor has violated the antidiscrimination provisions of this Contract.

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

X. Nonexclusivity

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

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

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

Z. Notice of Delays

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

AA. Notice of Disputes

Contractor shall bring to the attention of the Contract Manager any dispute between County and Contractor regarding the performance of services as stated

in this Contract. If the Contract Manager is not able to resolve the dispute, the Director will resolve it.

BB. Notice to Employees Regarding the Federal Earned Income Credit

Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit C).

CC. Notices

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

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

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

DD. Publicity

Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publicizing its role under this Contract within the following conditions:

1. Contractor shall develop all publicity material in a professional manner.

2. During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the Contract Manager. County shall not unreasonably withhold such written consent.
3. Contractor may, without prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with County, provided that the requirements of this paragraph shall apply.

EE. Public Records Act

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

FF. Record Retention and Inspection/Audit Settlement

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks, or other proof of payment, timecards, sign-in/sign-out sheets, and other time and

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

1. In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within 30 days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
2. Failure on the part of Contractor to comply with any of the provisions of this paragraph shall constitute a material breach of this Contract upon which County may suspend or terminate for default or suspend this Contract.
3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.
4. In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided

services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subparagraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

GG. Recycled-Content Paper Products

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

HH. Contractor's Employee Criminal Background Investigation

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

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract.



County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation

County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

Disqualification of any member of Contractor's staff pursuant to this section shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## II. Subcontracting

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

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

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

JJ. Validity

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

KK. Waiver

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

LL. Warranty Against Contingent Fees

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

MM. Time Off for Voting

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

seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

NN. Local Small Business Enterprise Utilization

When requested by the County, the Contractor shall provide to the County via methods specified by the County, such as submission of electronic live (or dynamic) data on invoices for the prime and all subcontractors using County-designated third party software system or to a County approved website, or other means of submitting expenditure information on subcontractors, including but not limited to the following information: the name, business address and telephone number/email address of each subcontractor.

In addition, the Contractor shall be required to provide each of the specified subcontractor Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise status (i.e., whether any of the listed subcontractors are Local SBE's) and the proposed monetary amount of the work the subcontractor will perform on each Notice to Proceed. At the time of submittal of each invoice, the Contractor shall indicate, via methods specified by the County, the actual dollar amounts paid to each listed subcontractor who performed work on the project. The subcontractor may be requested to confirm receipt of the actual payment to the subcontractor by the prime.

The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure to the Contractor to comply with this Section. The parties will agree that under the current circumstances a reasonable estimate of such damages is specified in Exhibit F, Performance Requirements Summary, and that the Contractor shall be liable to the County for said amount.

If in the judgment of the Director, or his/her designee, the Contractor is deemed to be in non-compliance with the terms and obligations, the Director or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided in Exhibit F, Performance Requirements Summary, may deduct and withhold liquidated damages from County's final payment to the Contractor.

OO. Compliance with County's Zero Tolerance Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

PP. Method of Payment and Required Information

The County may, at its sole discretion, determine the most appropriate, efficient, secure, and timely form of payment for any amounts due for goods and/or services provided under an agreement or contract with the County. Proposers/Contractors further agree that the default form of payment shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

Upon contract award and at the request of the A-C and/or the contracting department, the Contractor shall provide the A-C with electronic banking and related information for the Contractor and/or any other payee that the Contractor designates to receive payment pursuant to this agreement or contract. Such electronic banking and related information includes, but is not limited to: bank account number and routing number, legal business name, valid taxpayer identification number or TIN, a working e-mail address capable of receiving remittance advices and other payment related correspondence, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments. Upon contract award or at any time during the duration of the agreement or contract, a contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

QQ. Compliance with Fair Chance Employment Practices

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

RR. Compliance with the County Policy of Equity

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

## SECTION 3

### TERMINATIONS/SUSPENSIONS

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

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

B. Termination/Suspension for Convenience

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

end. Reports, samples, and other materials prepared by Contractor under this Contract shall be delivered to County upon request and shall become the property of County.

C. Termination/Suspension for Default

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

Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

4. If, after County has given notice of termination or suspension under the provisions of this paragraph, it is determined by County that Contractor was not in default under the provisions of this paragraph or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination or suspension had been issued pursuant to this Exhibit's Termination/Suspension for Convenience.
5. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
6. As used herein, the terms "Subcontractor" and "Subcontractors" mean subcontractor at any tier.

D. Termination/Suspension for Improper Consideration

1. County may, by written notice to Contractor, immediately suspend or terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, extension of this Contract, or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination or suspension, County shall be entitled to pursue those same remedies against Contractor as it could pursue in the event of default by Contractor.
2. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
3. Among other items, such improper consideration may take the form of cash; discounts; services; the provision of travel, entertainment, or tangible gifts.



E. Termination/Suspension for Insolvency

1. County may suspend or terminate this Contract forthwith in the event of the occurrence of any of the following:
  - a. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code, and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code.
  - b. The filing of a voluntary or involuntary bankruptcy petition relative to Contractor under the Federal Bankruptcy Code.
  - c. The appointment of a bankruptcy Receiver or Trustee for Contractor.
  - d. The execution by Contractor of a general assignment for the benefits of creditors.
2. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

F. Termination/Suspension for Nonadherence to County Lobbyists Ordinance

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

G. Termination/Suspension for Nonappropriation of Funds

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

## SECTION 4

### GENERAL CONDITIONS OF CONTRACT WORK

A. Authority of Public Works and Inspection

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

B. Cooperation

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

C. Cooperation and Collateral Work

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

D. Equipment, Labor, Supervision, and Materials

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

E. Gratuitous Work

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

F. Jobsite Safety

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

G. Labor

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

H. Labor Law Compliance

Contractor, its agents, and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California as well as all other applicable Federal, State, and local laws related to labor, including compliance with prevailing wage laws. The Contractor is responsible for selecting the classification of workers, which will be required to perform this service in accordance with the Contractor's method of performing the work and when applicable, is required to pay current prevailing wage rates adopted by the Director of the Department of Industrial Relations and will indemnify the County for any claims resulting from their failure to so comply. Contractor shall comply with Labor Code, Section 1777.5 with respect to the employment of apprentices.

I. Overtime

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

J. Permits/Licenses

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

K. Prohibition Against Use of Child Labor

1. Contractor shall:

- a. Not knowingly sell or supply to County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment.
- b. Upon request by County, identify the country/countries of origin of any products, goods, supplies, or other personal property Contractor sells or supplies to County.

- c. Upon request by County, provide to County the manufacturer's certification of compliance with all international child labor conventions.
  - d. Should County discover that any products, goods, supplies, or other personal property sold or supplied by Contractor to County are produced in violation of any international child labor conventions, Contractor shall immediately provide an alternative, compliant source of supply.
2. Failure by Contractor to comply with provisions of this paragraph will constitute a material breach of this Contract and will be grounds for immediate suspension or termination of this Contract for default.

L. Public Convenience

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

M. Public Safety

It shall be Contractor's responsibility to maintain security against public hazards at all times while performing work at 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 Materials and Equipment

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

R. Transportation

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

S. Work Area Controls

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

T. County Contract Database/CARD

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

## SECTION 5

### INDEMNIFICATION AND INSURANCE REQUIREMENTS

#### A. Independent Contractor Status

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

#### B. Indemnification

Contractor shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers ("County Indemnities"), from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract except for loss or damage arising from the sole negligence or willful misconduct of the County Indemnities. This indemnification also shall include any and all intellectual property liability, including copyright infringement and similar claims

#### C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by this Exhibit's Section 5.B (above), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers from and

against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including, but not limited to, injury or death to employees of Contractor, its Subcontractors or County, attributable to any alleged act or omission of Contractor and/or its Subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify, and hold harmless County includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of County. County may deduct from any payment otherwise due Contractor any costs incurred or anticipated to be incurred by County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this paragraph and paragraph F of this Section. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.
2. Evidence of Coverage and Notice to County - A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
  - a. Renewal Certificates shall be provided to County not less than ten days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
  - b. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this

Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding \$50,000.00, and list any County-required endorsement forms.

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

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

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

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



minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

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

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

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

E. Compensation for County Costs

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

F. Insurance Coverage Requirements

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

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

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

## SECTION 6

### CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

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

B. Chapter 2.202 of the County Code

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

C. Nonresponsible Contractor

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

D. Contractor Hearing Board

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

regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

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

E. Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

## SECTION 7

### COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

A. Jury Service Program

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

B. Written Employee Jury Service Policy

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

"Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

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

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

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

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://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](http://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 in Form LW-3, Living Wage Rate Annual Adjustments, 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.
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 or part-time services to Contractor, which is 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 the 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 the exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by County, Contractor shall immediately be required to pay the living wage for the remaining term of this Contract, including any option period.

5. For purposes of Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) with respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time; and 2) with respect to travel by an Employee between County facilities that are subject to two different Contracts between Contractor and County (of which both Contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time.

C. Contractor's Submittal of Certified Monitoring Reports

Contractor shall submit to County certified monitoring reports at a frequency instructed by County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked and the hourly wage rate paid for each of its Employees. All certified monitoring reports shall be submitted on forms provided by County or any other form approved by County, which contains the above information. County reserves the right to request any additional information it may deem necessary. If County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers,

shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

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

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

E. County Auditing of Contractor Records

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

F. Notifications to Employees

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

G. Enforcement and Remedies

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

1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to County

after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:

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

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

H. Use of Full-Time Employees

Contractor shall assign and use full-time Employees of Contractor to provide services under this Contract unless Contractor can demonstrate to the satisfaction of County that it is necessary to use non-full-time Employees

based on staffing efficiency or County requirements for the work to be performed under this Contract. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time Employees for services provided under this Contract unless and until County has provided written authorization for the use of same. Contractor submitted with its proposal a full-time-Employee staffing plan. If Contractor changes its full-time-Employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to County.

I. Contractor Retaliation Prohibited

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

J. Contractor Standards

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

K. Neutrality in Labor Relations

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

## SECTION 10

### SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled SE 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 SE.

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 SE.

If Contractor has obtained County certification as a SE 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, Contractor shall:

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded.
2. In addition to the amount described in subdivision (1), be assessed a penalty in the amount of not more than 10 percent of the amount of this Contract.
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).

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

SECTION 11

LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

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



SECTION 12

COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX  
REDUCTION PROGRAM

A. Defaulted Property Tax Reduction Program

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

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

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in paragraph B, above, shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code, Chapter 2.206.

SECTION 13

DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Disabled Veteran Business Enterprise.
- C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Disabled Veteran Business Enterprise.
- D. If Contractor has obtained certification as a Disabled Veteran Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
  - 1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded.
  - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract.
  - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. Notwithstanding any other remedies in this contract, the above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

## SECTION 14

### PREVAILING WAGES

#### A. Prevailing Wages

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

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

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

#### B. Work Records

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

#### C. Posting of Prevailing Wage Rates

The Contractor shall comply with the provisions of Section 1773.2 of the Labor Code. The Contractor shall post a copy of the prevailing wage rates at the worksite and comply with applicable law including posting of jobsite

notices required by 8 California  
Code Reg. §16451(d):

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

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

*Local Office Telephone Number:*

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

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

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

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

D. Certified Payroll Records

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

E. Subcontractor

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



Department of the Treasury  
Internal Revenue Service

## Notice 1015

(Rev. December 2017)

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

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#### 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 whose wages 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 2017 are less than \$53,930 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 give an employee a Form W-2 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 you give an employee a substitute Form W-2, but it 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, 2018.

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 download copies of the notice at [www.irs.gov/FormsPubs](http://www.irs.gov/FormsPubs). Or you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to order it.

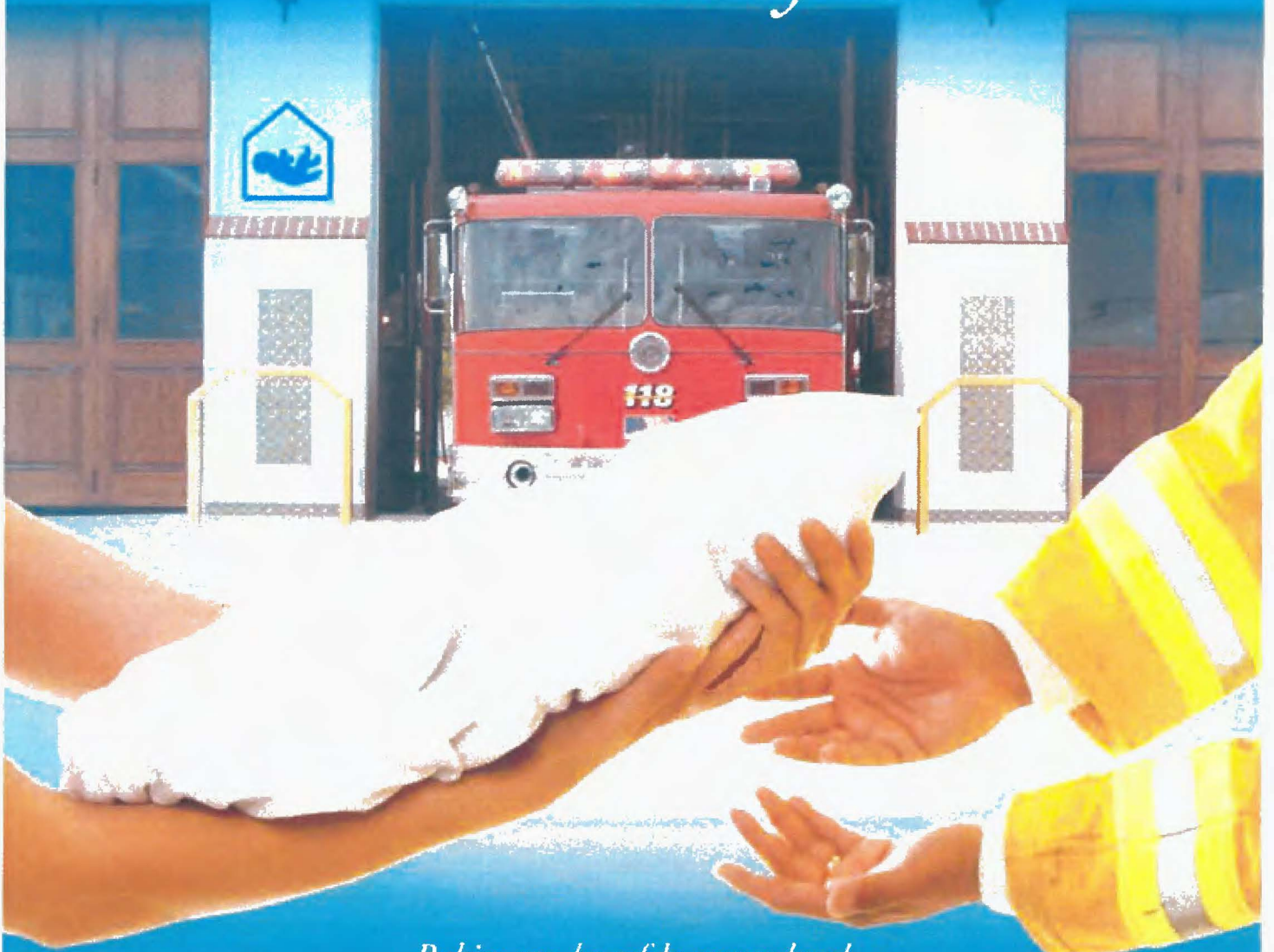
#### How Will My Employees Know If They Can Claim the EIC?

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

#### How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2017 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2017 and owes no tax but is eligible for a credit of \$800, he or she must file a 2017 tax return to get the \$800 refund.

# *Safely* Surrendered *Baby Law*



*Babies can be safely surrendered  
to staff at any hospital or fire station in Los Angeles County*

**No shame. No blame. No names.**

**In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723**

[www.babysafela.org](http://www.babysafela.org)



# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

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

## How does it work?

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

## What if a parent wants the baby back?

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

## Can only a parent bring in the baby?

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

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

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

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

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

## What happens to the baby?

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

## What happens to the parent or surrendering adult?

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

## Why is California doing this?

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

## A baby's story

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





# *Ley de* Entrega de Bebés *Sin Peligro*



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

**Sin pena. Sin culpa. Sin nombres.**

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

[www.babysafela.org](http://www.babysafela.org)



# Ley de Entrega de Bebés Sin Peligro

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

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

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

## ¿Cómo funciona?

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

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

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

## ¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

## ¿Qué pasará con el bebé?

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

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

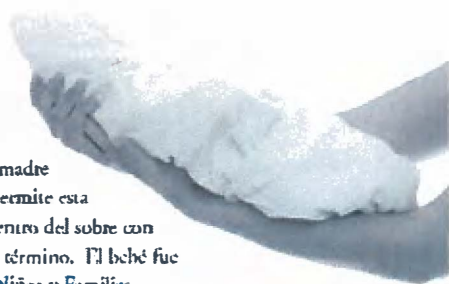
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California?

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

## Historia de un bebé

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



**Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

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

**2.206.010 Findings and declarations.**

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

**2.206.020 Definitions.**

The following definitions shall be applicable to this chapter:

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

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

**2.206.030 Applicability.**

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

**2.206.040 Required solicitation and Contract language.**

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

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

**2.206.050 Administration and compliance certification.**

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new Contract, or renewal, extension or amendment of an existing Contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in

payments due under any approved payment arrangement (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.060 Exclusions/Exemptions.**

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

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

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

**2.206.070 Enforcement and remedies.**

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

**2.206.080 Severability.**

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

**Bid Submission Instructions**

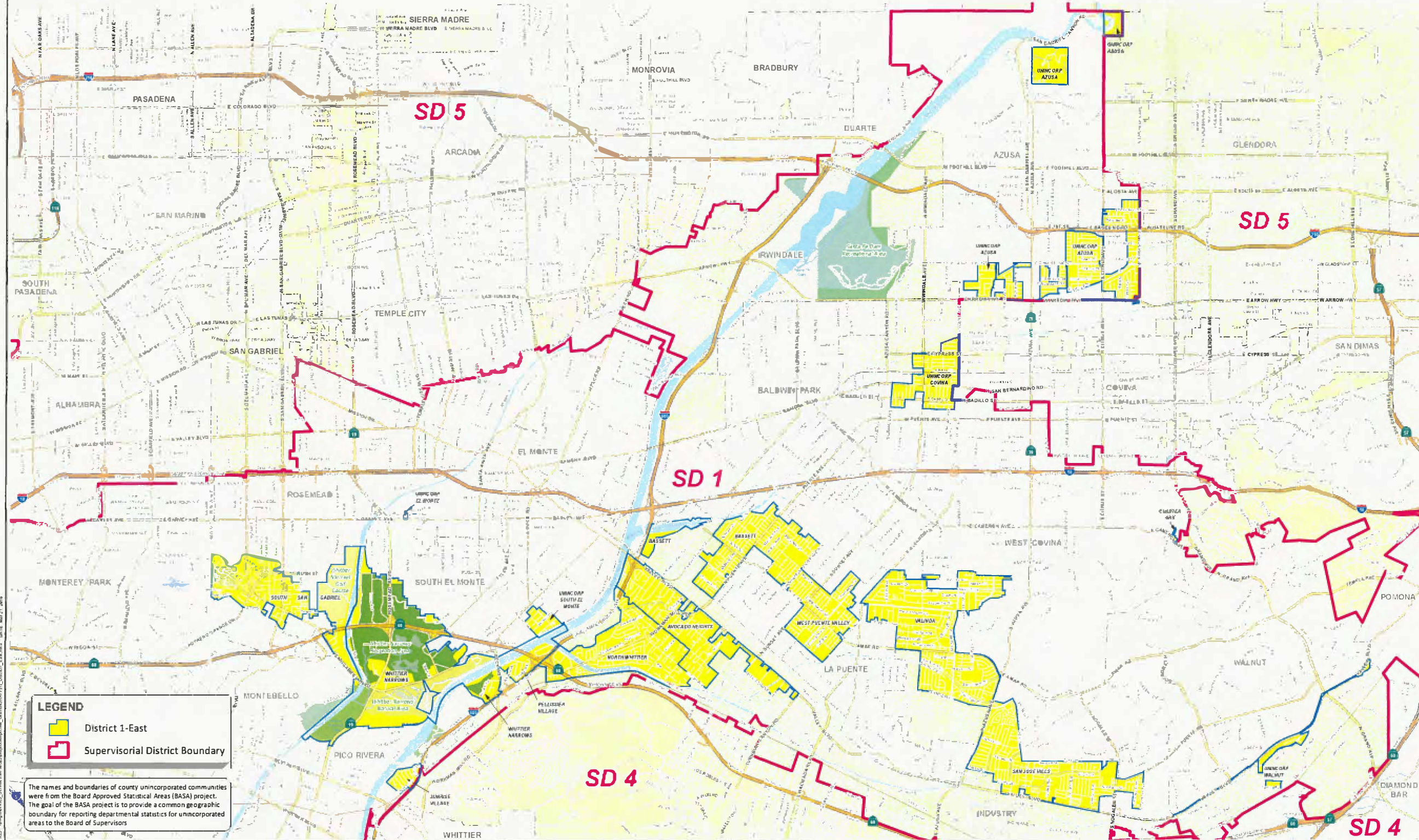
1. Public Works will send an Invitation for Bids (IFB) to all Qualified Contractors. Public Works, in its sole discretion, may send the IFB to Qualified Contractors via email or other electronic methods.
2. In order for the bid to be considered responsive and responsible, Qualified Contractors shall comply with all requirements of the IFB.
3. IFB may request the Qualified Contractors to meet additional Minimum Mandatory Requirements that were not part of the Statement of Qualifications and/or provide information that the Minimum Mandatory Requirements, which was satisfactorily met by the Qualified Contractor at the time of SOQ submission, is still valid.
4. IFB will include a job-specific Scope of Work and related exhibits, if applicable.
5. IFB may mandate that all Qualified Contractors attend a mandatory walk-through.
6. IFB will include a comprehensive Form PW-2, Schedule of Prices, for the work identified.
7. Contractor shall submit a sealed bid prior to the deadline indicated in the IFB as well as any additional licenses/certificates, and/or additional experience and equipment requirements. Public Works, in its sole discretion, may request that bids be submitted via email or other electronic methods.
8. In accordance with Statements of Qualifications, Part I, Section 4, Evaluation of Statement of Qualifications; Award and Execution of contract, Public Works will award a Contract to the responsive and responsible Qualified Contractor with lowest bid, adjusted, as applicable, by the Local SBE Preference, Transitional Job Opportunities Preference, Disabled Veteran Business Enterprise (DVBE) Preference, and any other additional evaluation criteria as indicated in the IFB.
9. Public Works, in its sole discretion, reserves the right to negotiate submitted bid's price, to achieve the most beneficial price for the County. The negotiation with the responsive and responsible Qualified Contractor with the lowest bid will not result in a change in the rating of the bidders.
10. If the IFB requests multiple quotations, no bid will be considered unless the bidder submits a price on all items within each category.
11. Public Works, in its sole discretion, reserves the right to cancel this IFB process at any time.





# LOS ANGELES COUNTY GRAFFITI REMOVAL SERVICES EXHIBIT G / DISTRICT 1-EAST



0 0.5 1 Mile



**LEGEND**

-  District 1-East
-  Supervisory District Boundary

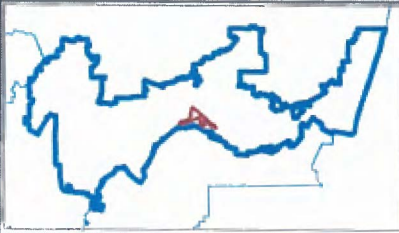
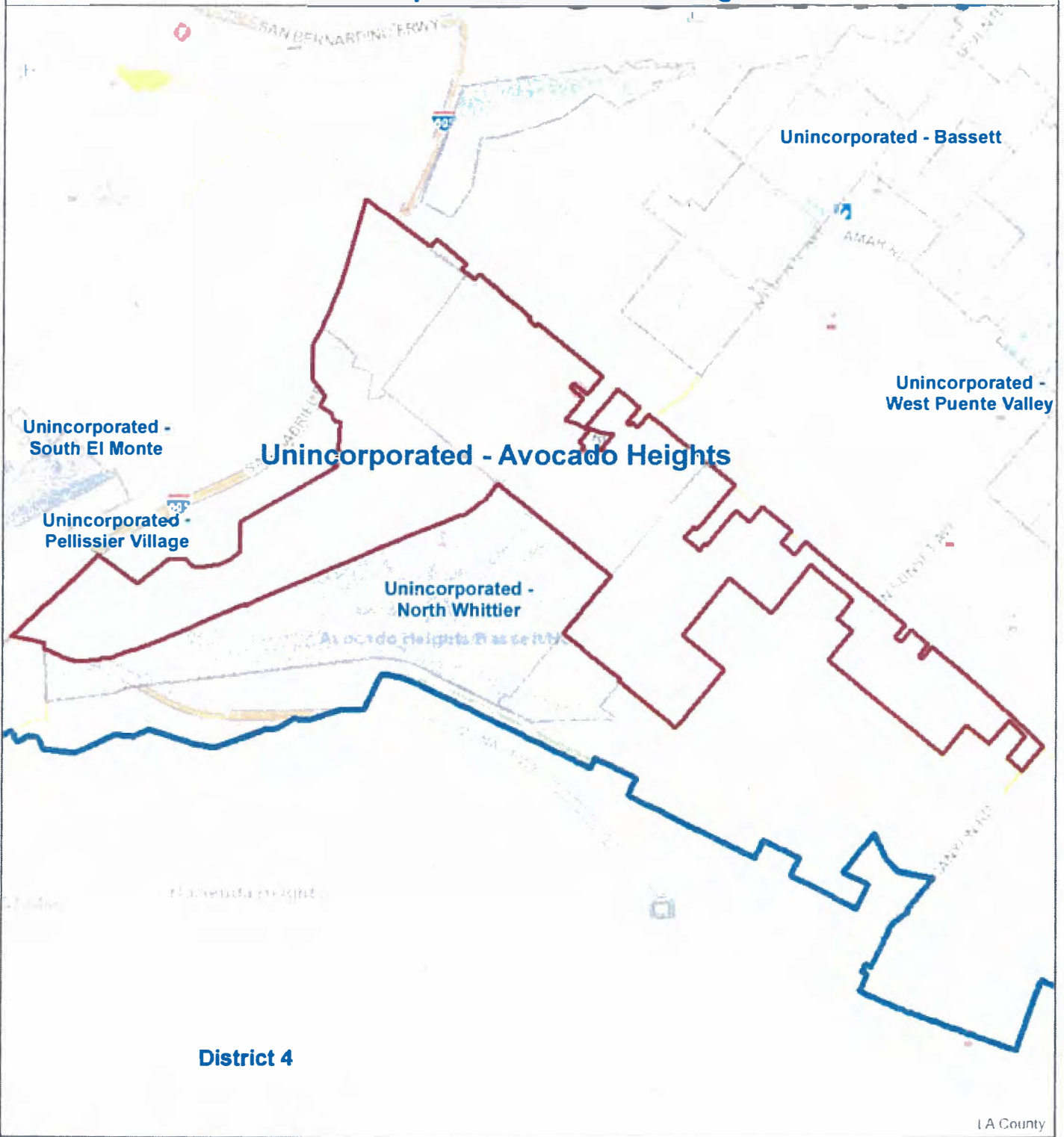
The names and boundaries of county unincorporated communities were from the Board Approved Statistical Areas (BASA) project. The goal of the BASA project is to provide a common geographic boundary for reporting departmental statistics for unincorporated areas to the Board of Supervisors.

REF: \projects\GIS\services\unincorporated\_communities\unincorporated\_communities.mxd DATE: May 21, 2016  
Survey/Mapping & Property Management Division Mapping & GIS Services Section





Board Approved Statistical Areas (BASA) Project 2015  
 Supervisorial District 1  
**Unincorporated - Avocado Heights**

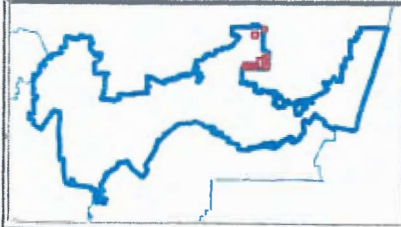
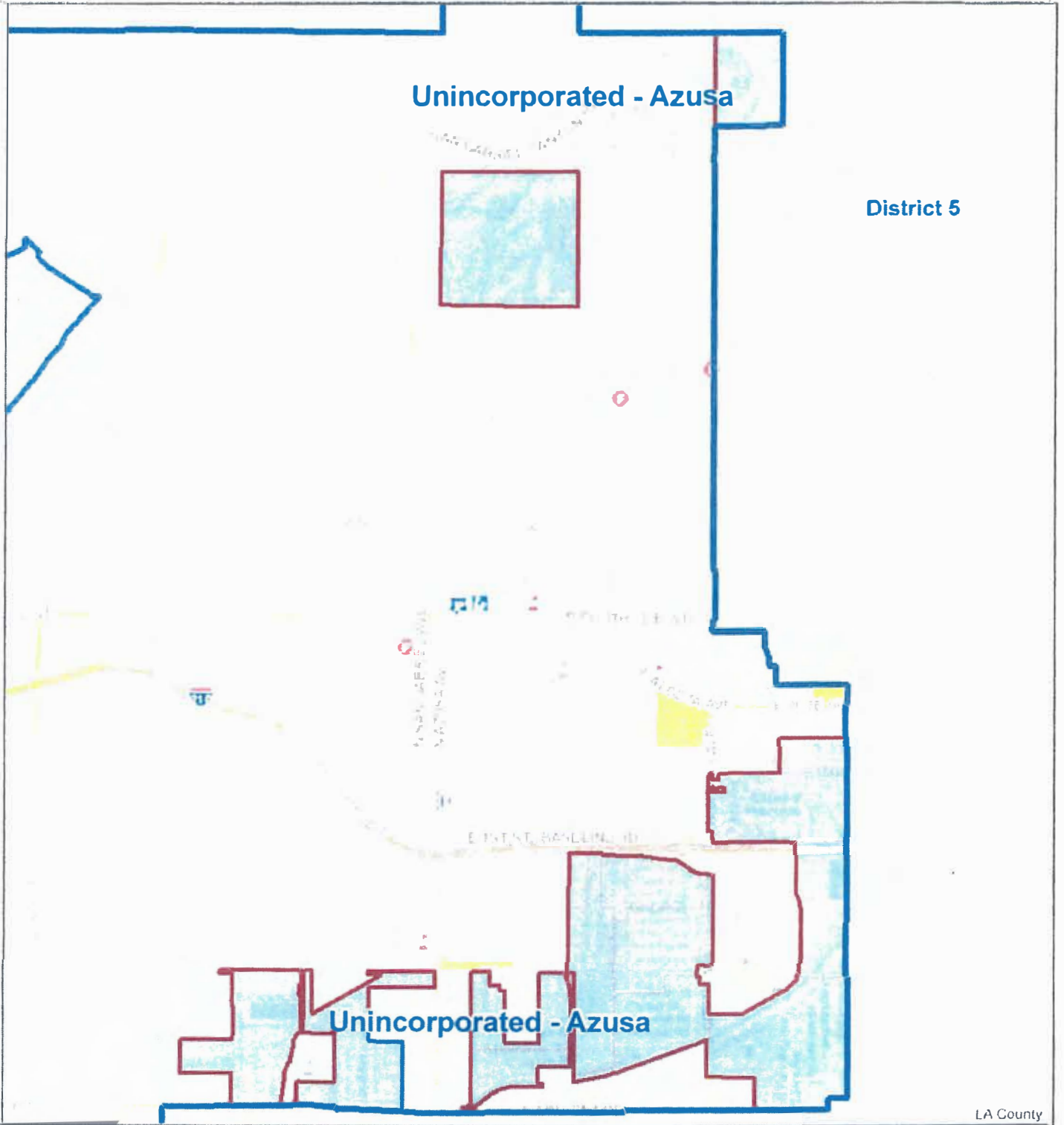




-  Supervisorial Districts
-  Unincorporated - Avocado Heights by Census Block Groups





Board Approved Statistical Areas (BASA) Project 2015  
 Supervisorial District 1  
 Unincorporated - Azusa

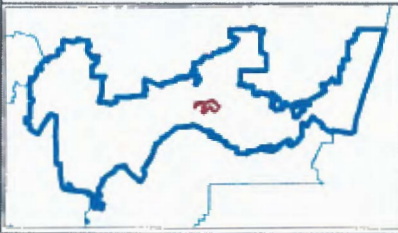
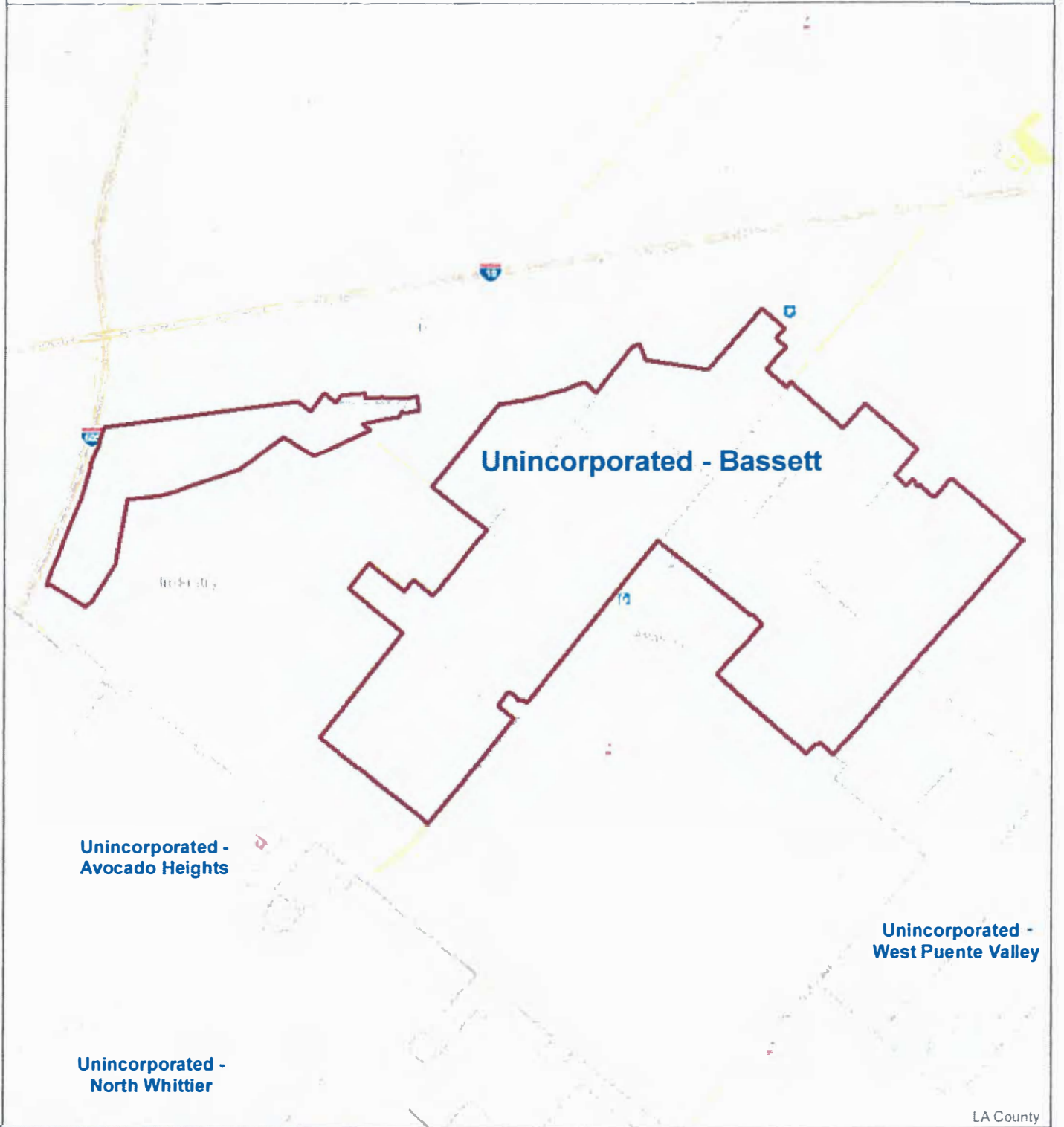




-  Supervisorial Districts
-  Unincorporated - Azusa by Census Block Groups





Board Approved Statistical Areas (BASA) Project 2015  
 Supervisorial District 1  
**Unincorporated - Bassett**



-  Supervisorial Districts
-  Unincorporated - Bassett by Census Block Groups

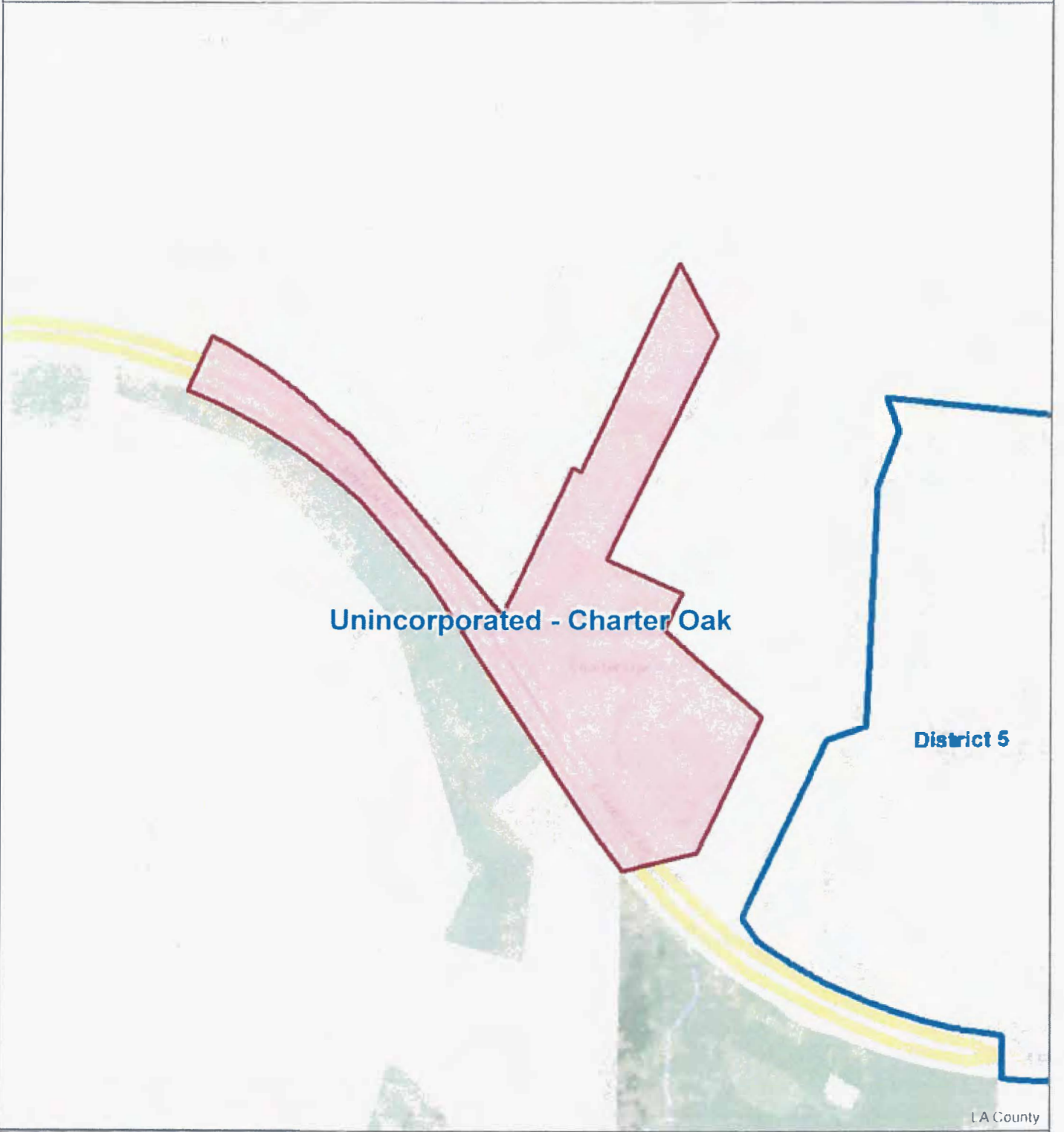




# Board Approved Statistical Areas (BASA) Project 2015

## Supervisorial District 1

### Unincorporated - Charter Oak



L.A. County



-  Supervisorial Districts
-  Unincorporated - Charter Oak by Census Block Groups

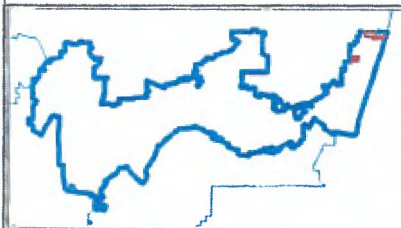
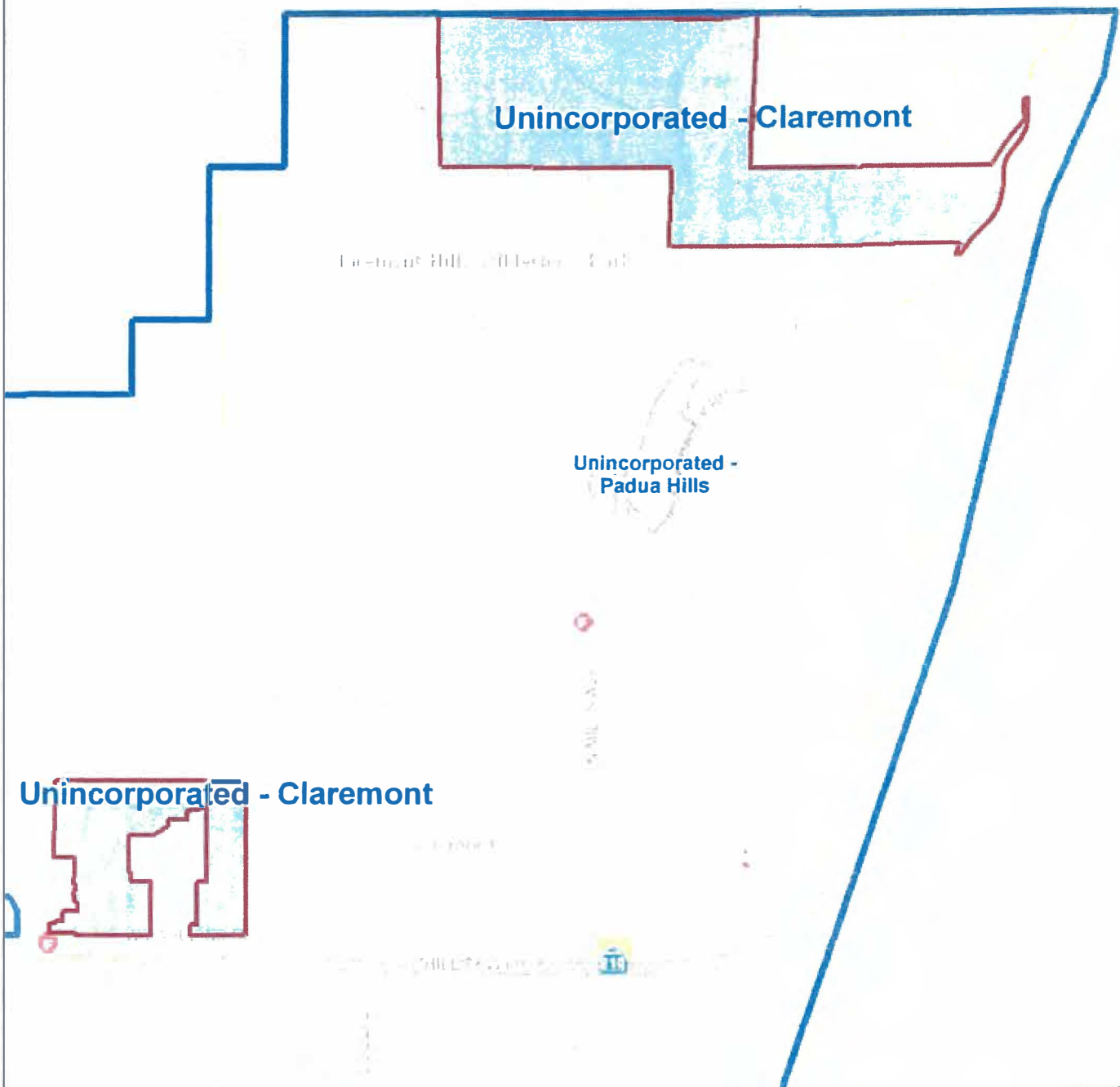




# Board Approved Statistical Areas (BASA) Project 2015 Supervisorial District 1 Unincorporated - Claremont



District 5



-  Supervisorial Districts
-  Unincorporated - Claremont by Census Block Groups

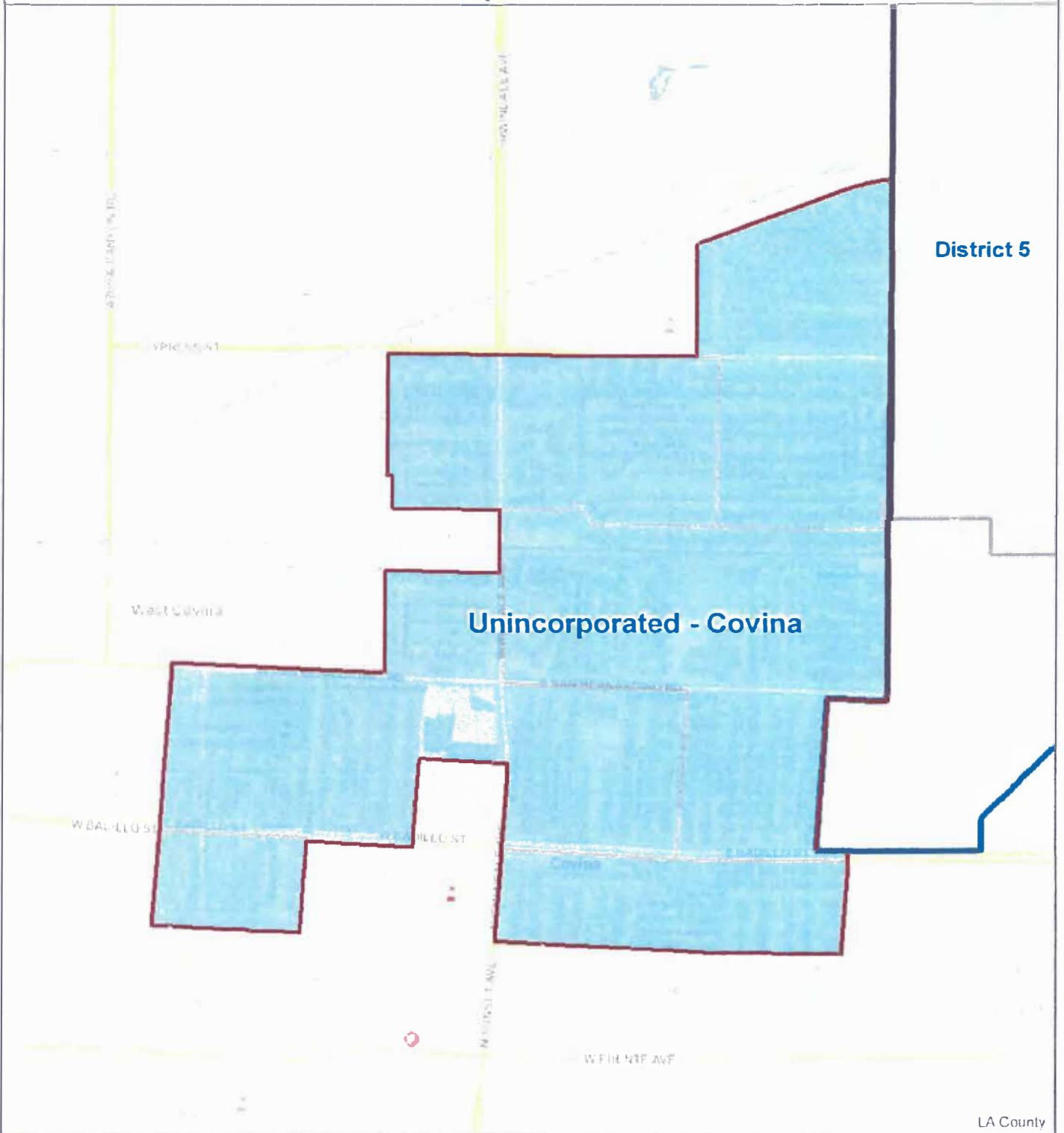




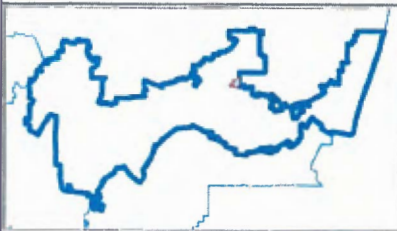
# Board Approved Statistical Areas (BASA) Project 2015



## Supervisorial District 1

### Unincorporated - Covina



LA County



-  Supervisorial Districts
-  Unincorporated - Covina by Census Block Groups





# Board Approved Statistical Areas (BASA) Project 2015

## Supervisorial District 1

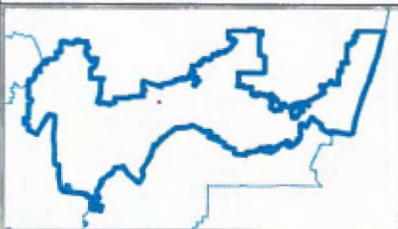
### Unincorporated - El Monte





**Unincorporated - El Monte**

El Monte

LA County

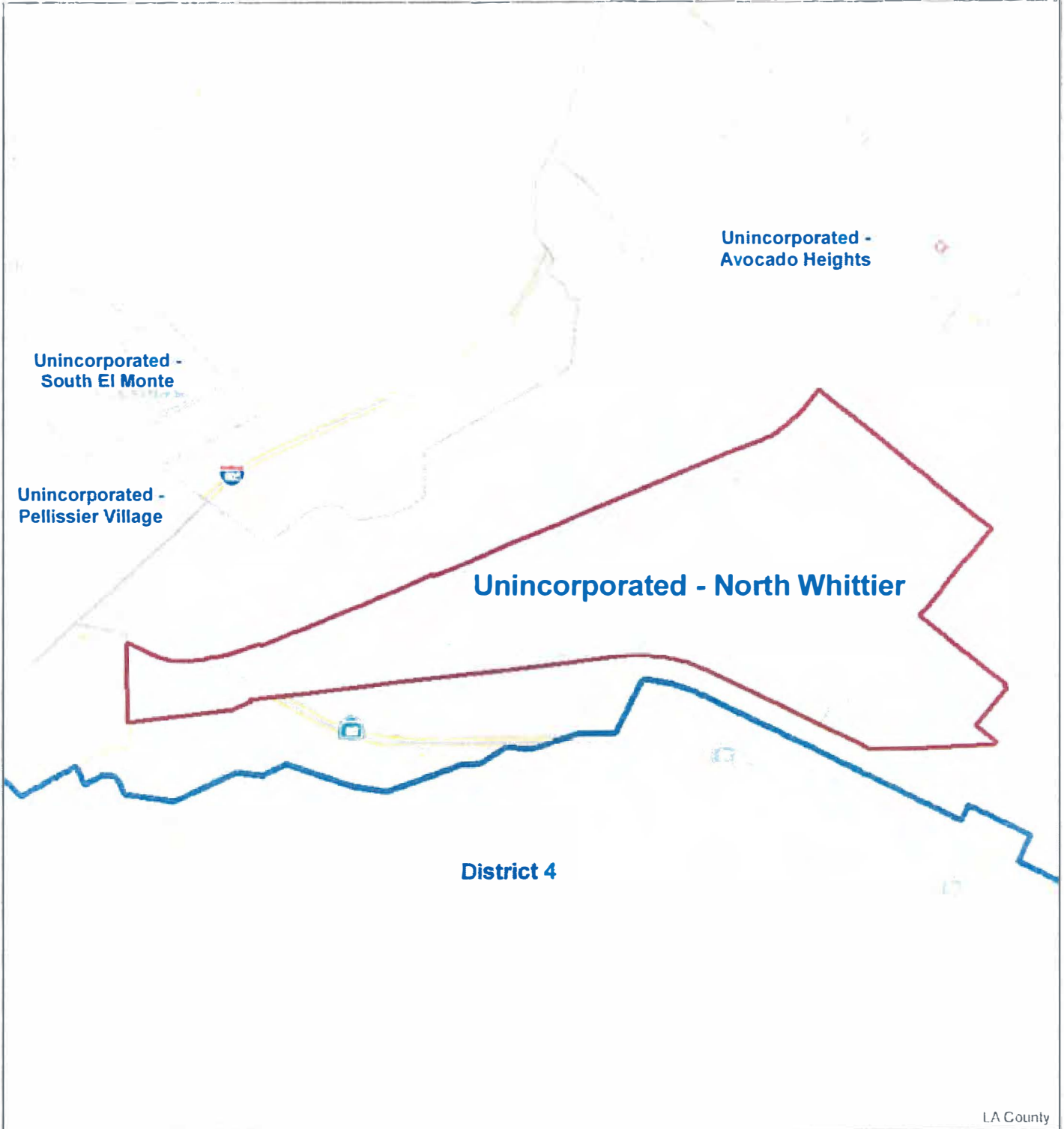


-  Supervisorial Districts
-  Unincorporated - El Monte by Census Block Groups

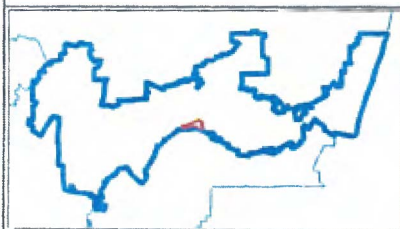




Board Approved Statistical Areas (BASA) Project 2015  
 Supervisorial District 1  
**Unincorporated - North Whittier**



LA County



-  Supervisorial Districts
-  Unincorporated - North Whittier by Census Block Groups



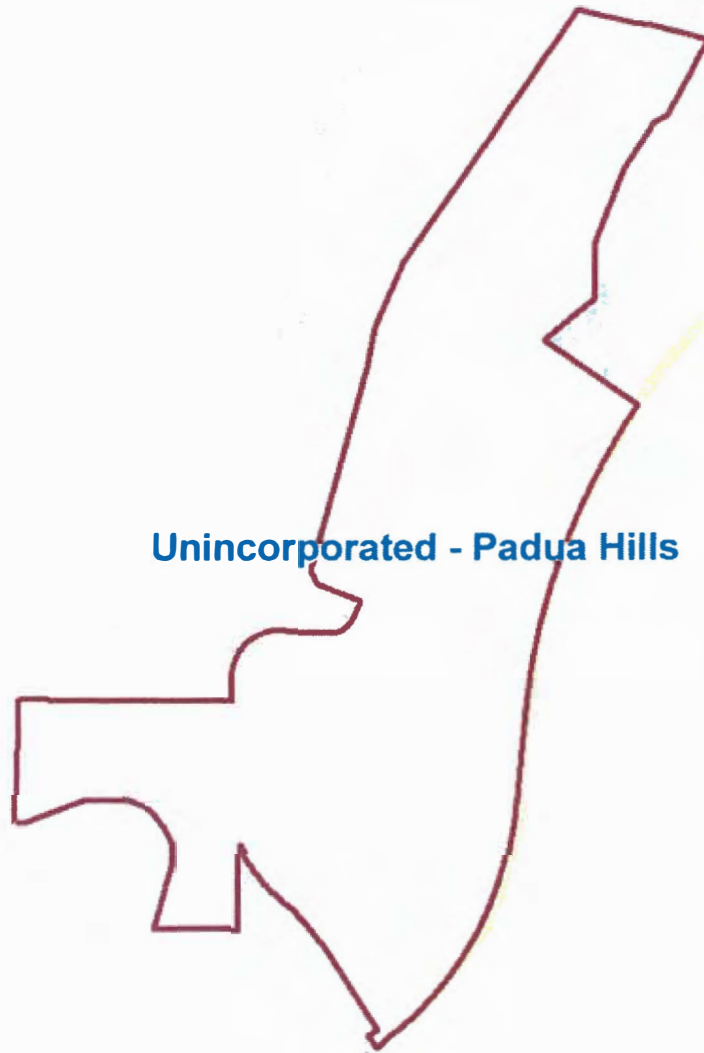




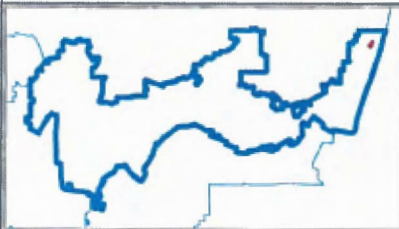
# Board Approved Statistical Areas (BASA) Project 2015



## Supervisorial District 1

### Unincorporated - Padua Hills



I.A County

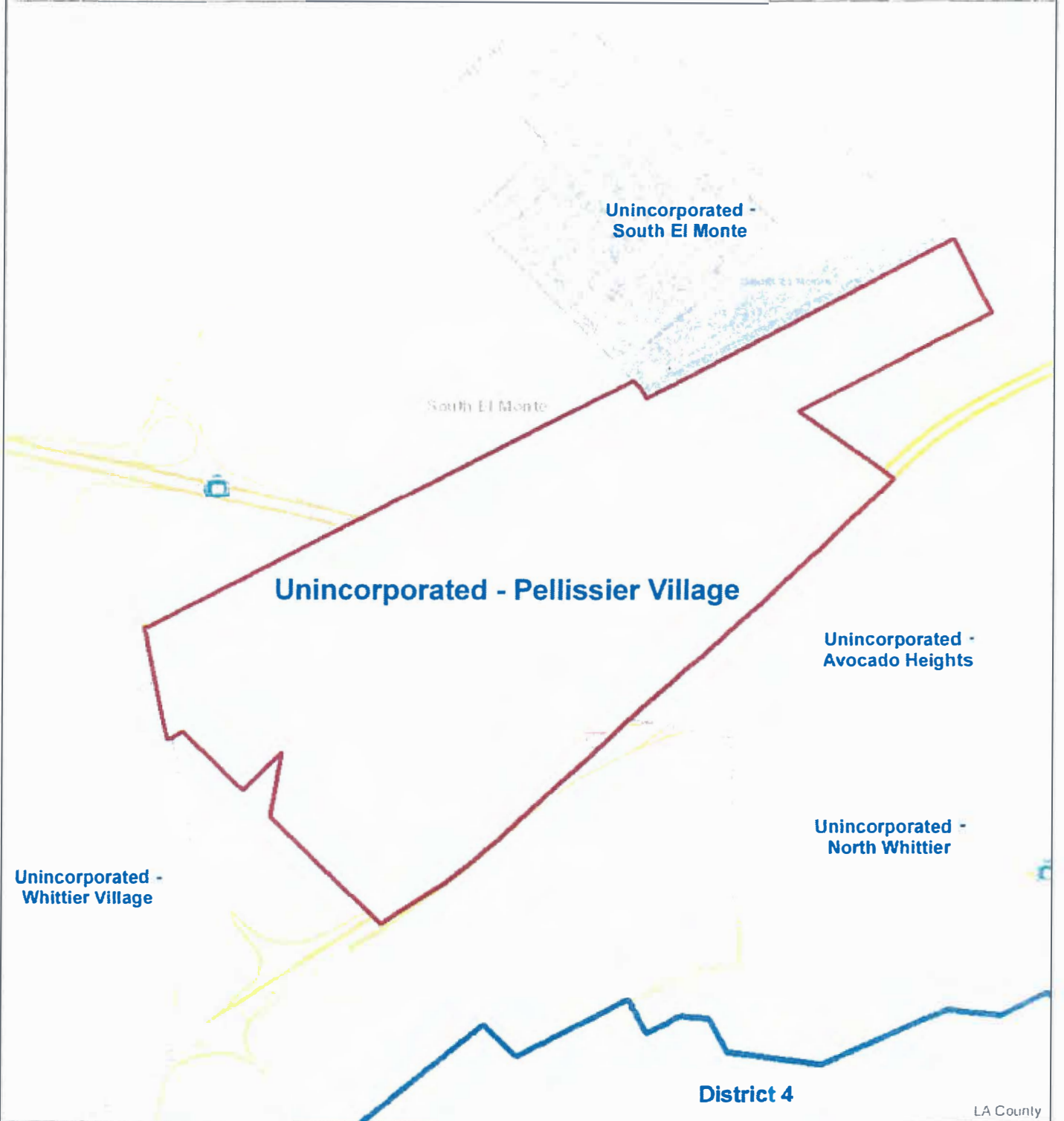


-  Supervisorial Districts
-  Unincorporated - Padua Hills by Census Block Groups







Board Approved Statistical Areas (BASA) Project 2015  
 Supervisorial District 1  
**Unincorporated - Pellissier Village**



LA County



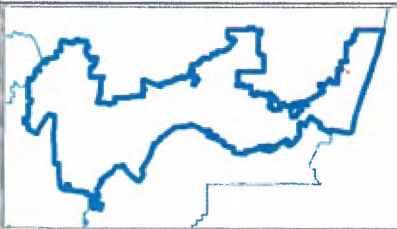
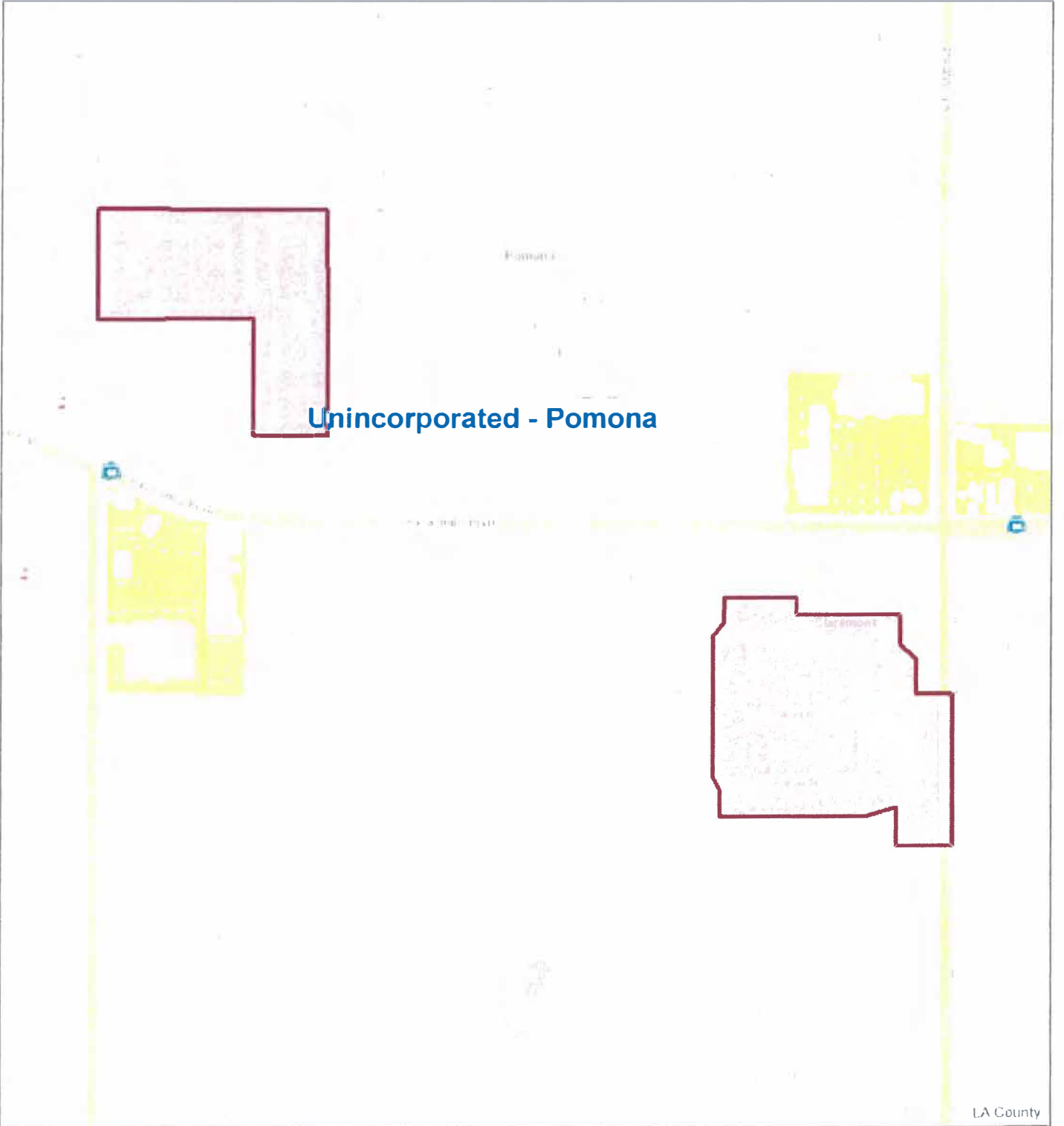
-  Supervisorial Districts
-  Unincorporated - Pellissier Village by Census Block Groups





A



# Board Approved Statistical Areas (BASA) Project 2015 Supervisorial District 1 Unincorporated - Pomona



-  Supervisorial Districts
-  Unincorporated - Pomona by Census Block Groups





# Board Approved Statistical Areas (BASA) Project 2015

## Supervisorial District 1

### Unincorporated - San Jose Hills

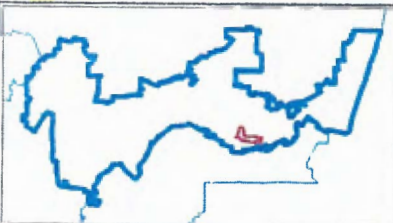



Unincorporated -  
Valinda

Unincorporated - San Jose Hills

District 4

LA County



-  Supervisorial Districts
-  Unincorporated - San Jose Hills by Census Block Groups

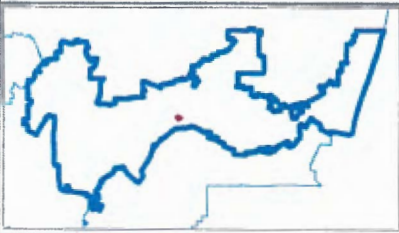
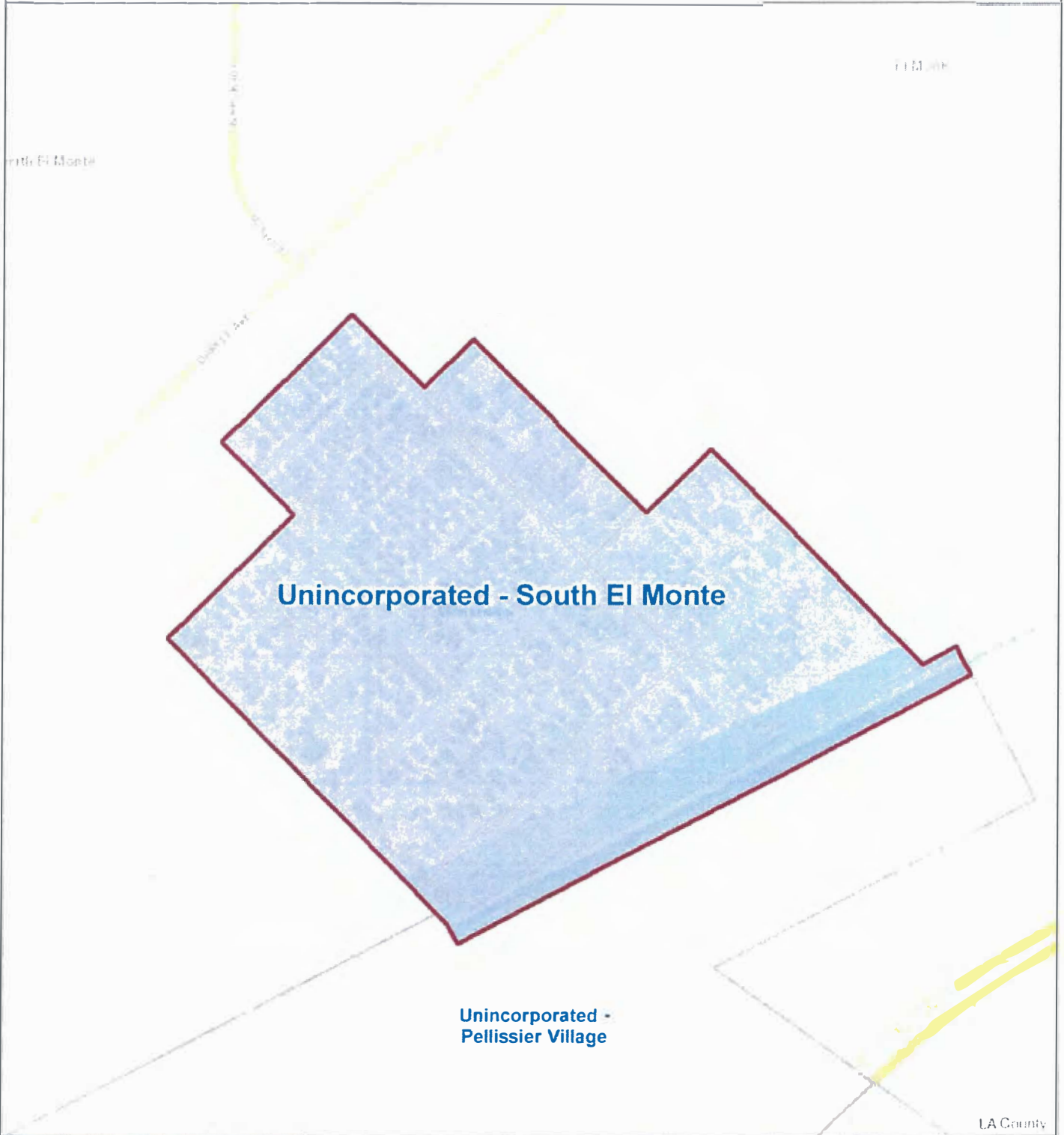






# Board Approved Statistical Areas (BASA) Project 2015

## Supervisorial District 1

### Unincorporated - South El Monte

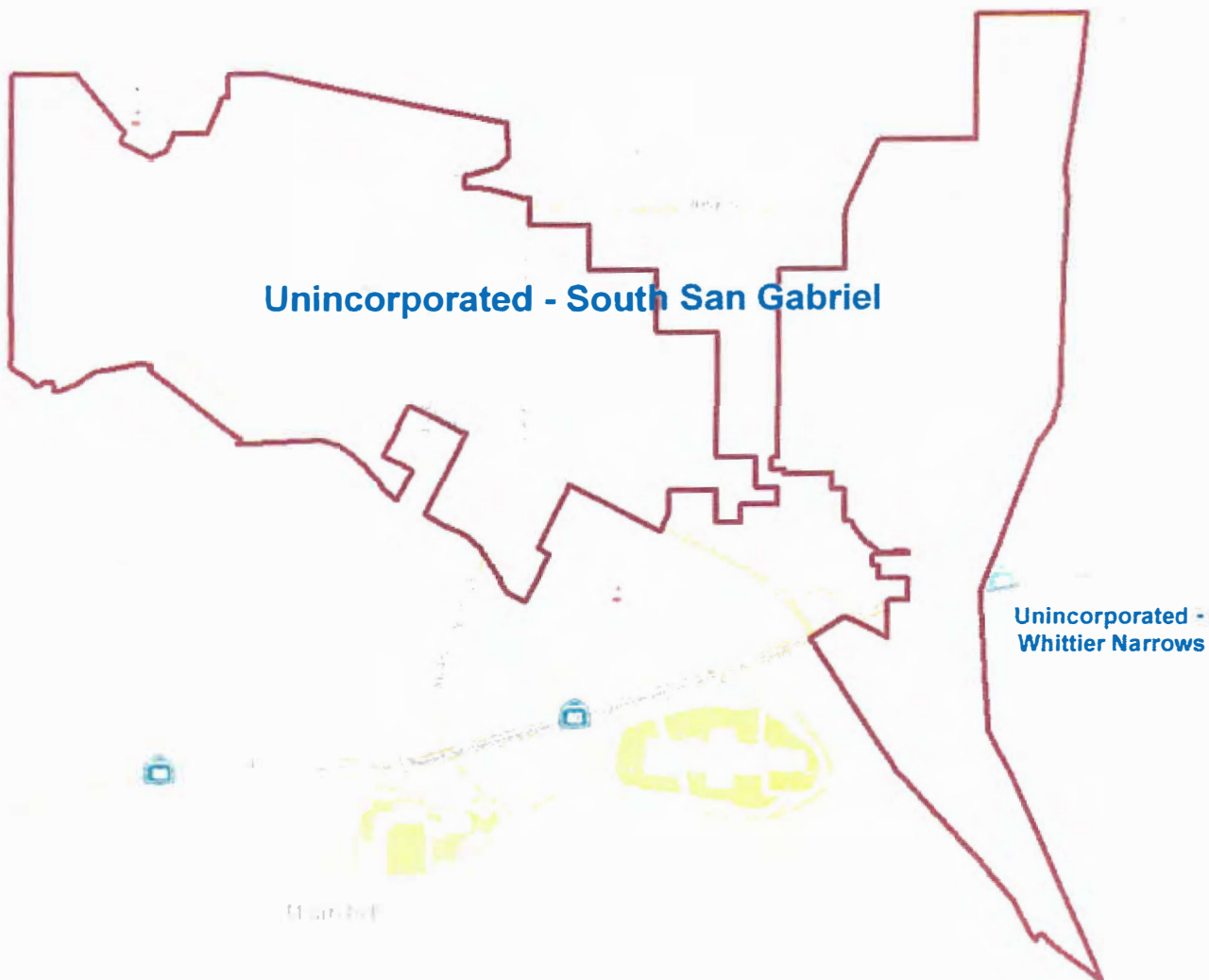


-  Supervisorial Districts
-  Unincorporated - El Monte by Census Block Groups

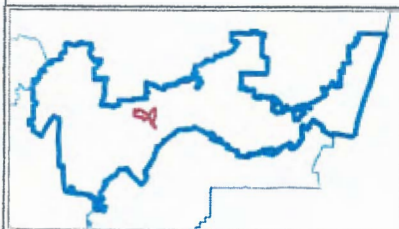






Board Approved Statistical Areas (BASA) Project 2015  
 Supervisorial District 1  
**Unincorporated - South San Gabriel**



LA County



-  Supervisorial Districts
-  Unincorporated - South San Gabriel by Census Block Groups

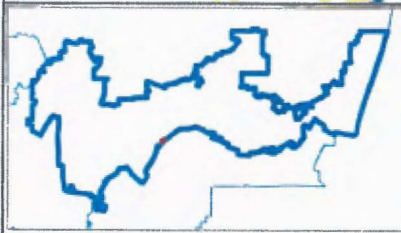
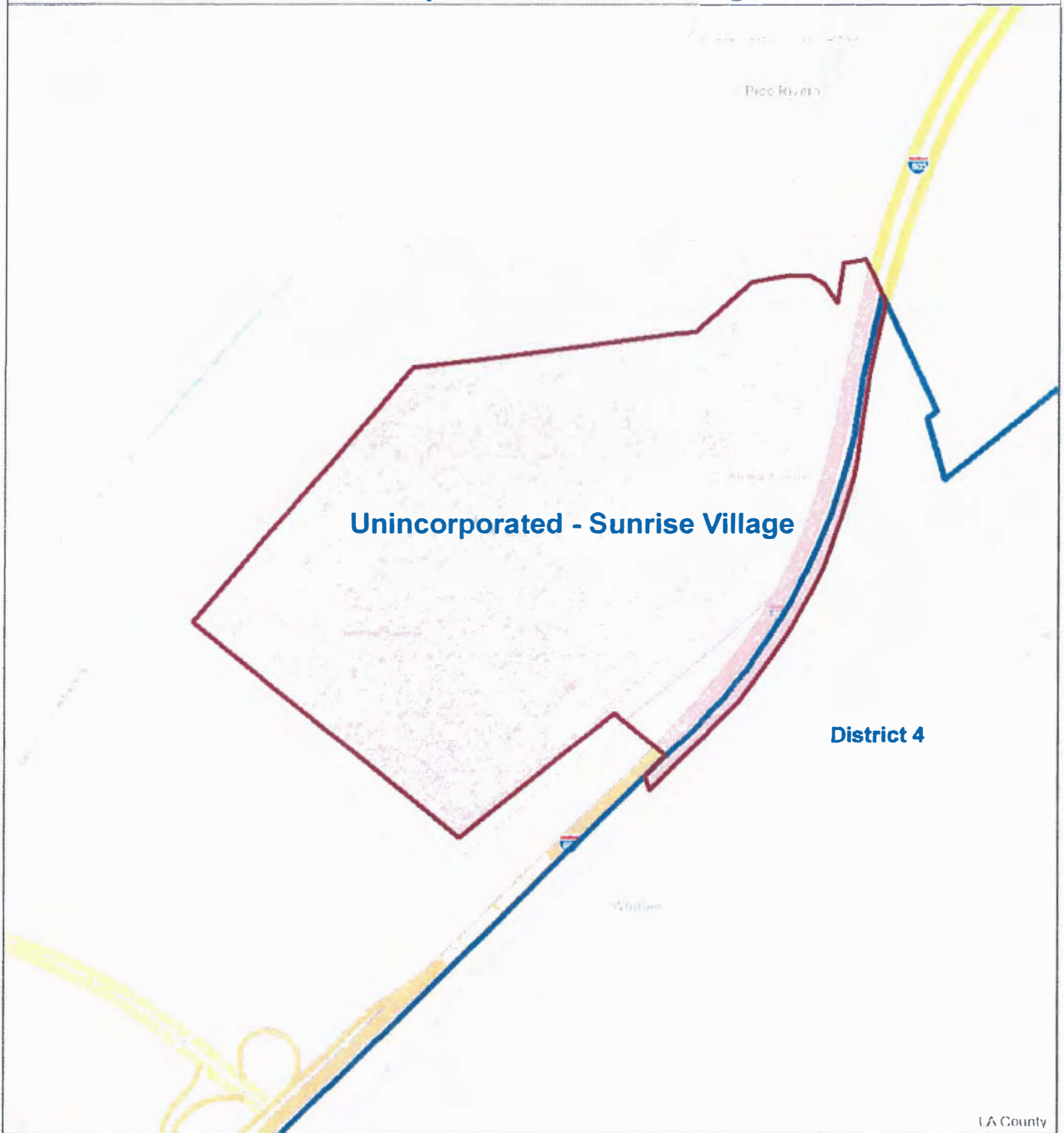






# Board Approved Statistical Areas (BASA) Project 2015

## Supervisorial District 1

### Unincorporated - Sunrise Village



-  Supervisorial Districts
-  Unincorporated - Sunrise Village by Census Block Groups





# Board Approved Statistical Areas (BASA) Project 2015

## Supervisorial District 1

### Unincorporated - Valinda





Unincorporated -  
West Puente Valley

Unincorporated - Valinda

Unincorporated -  
San Jose Hills

LA County



-  Supervisorial Districts
-  Unincorporated - Valinda by Census Block Groups



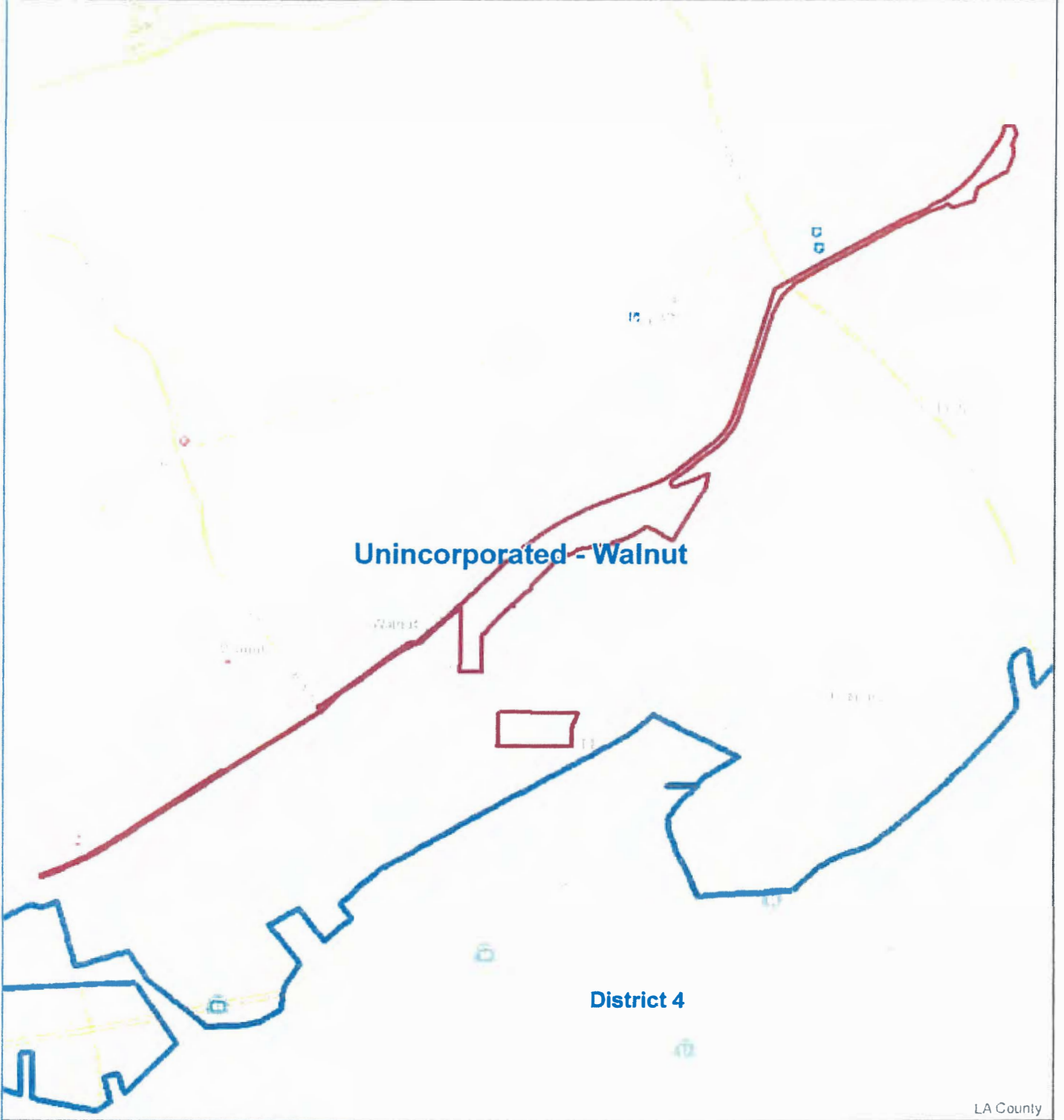




# Board Approved Statistical Areas (BASA) Project 2015



## Supervisorial District 1

### Unincorporated - Walnut



LA County

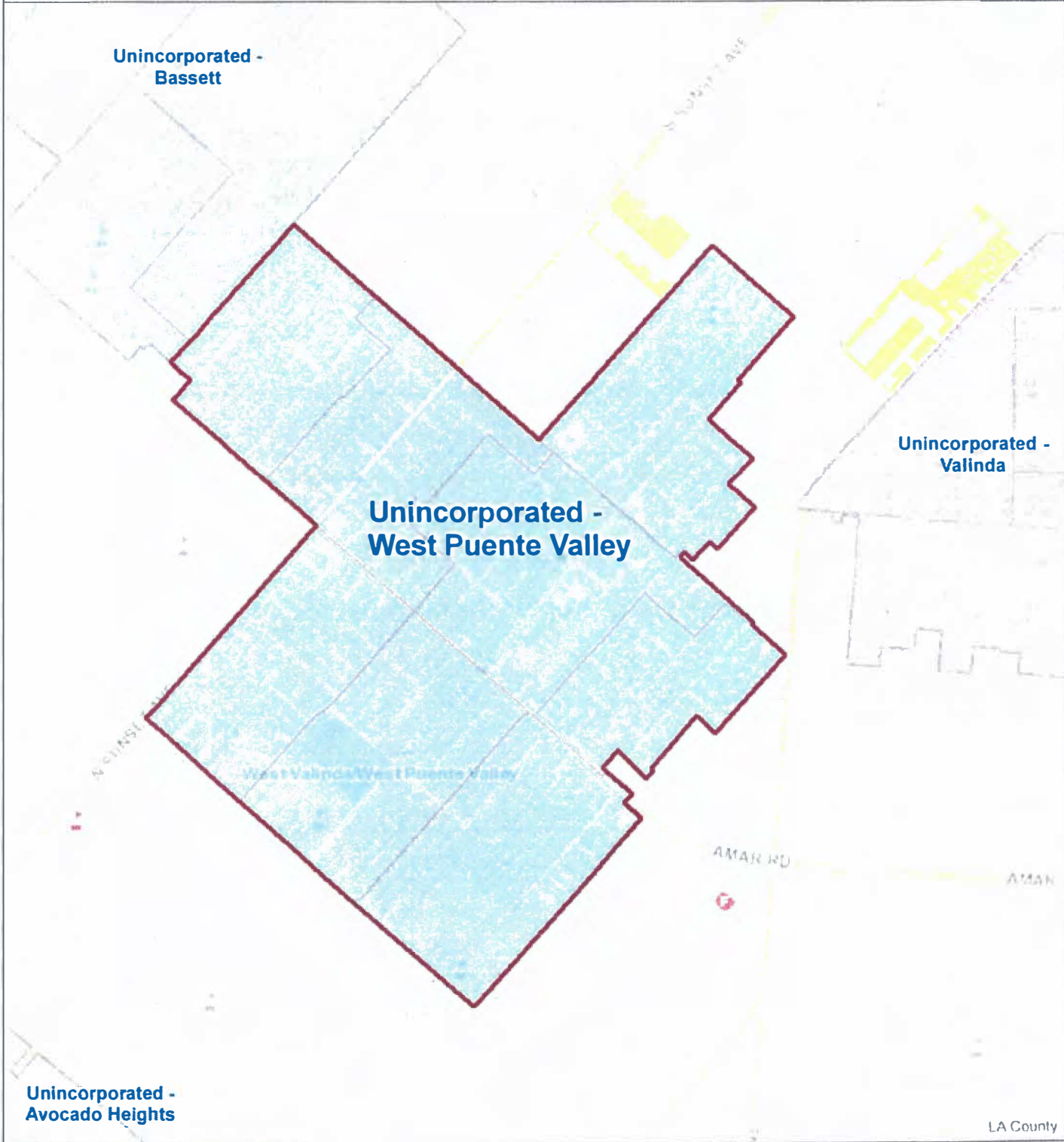


-  Supervisorial Districts
-  Unincorporated - Walnut by Census Block Groups





Board Approved Statistical Areas (BASA) Project 2015  
 Supervisorial District 1  
**Unincorporated - West Puente Valley**



LA County



-  Supervisorial Districts
-  Unincorporated - West Puente Valley by Census Block Groups

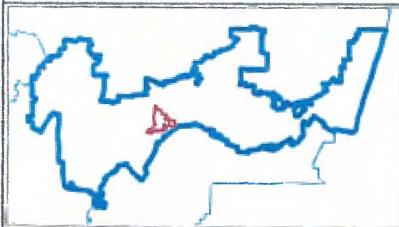
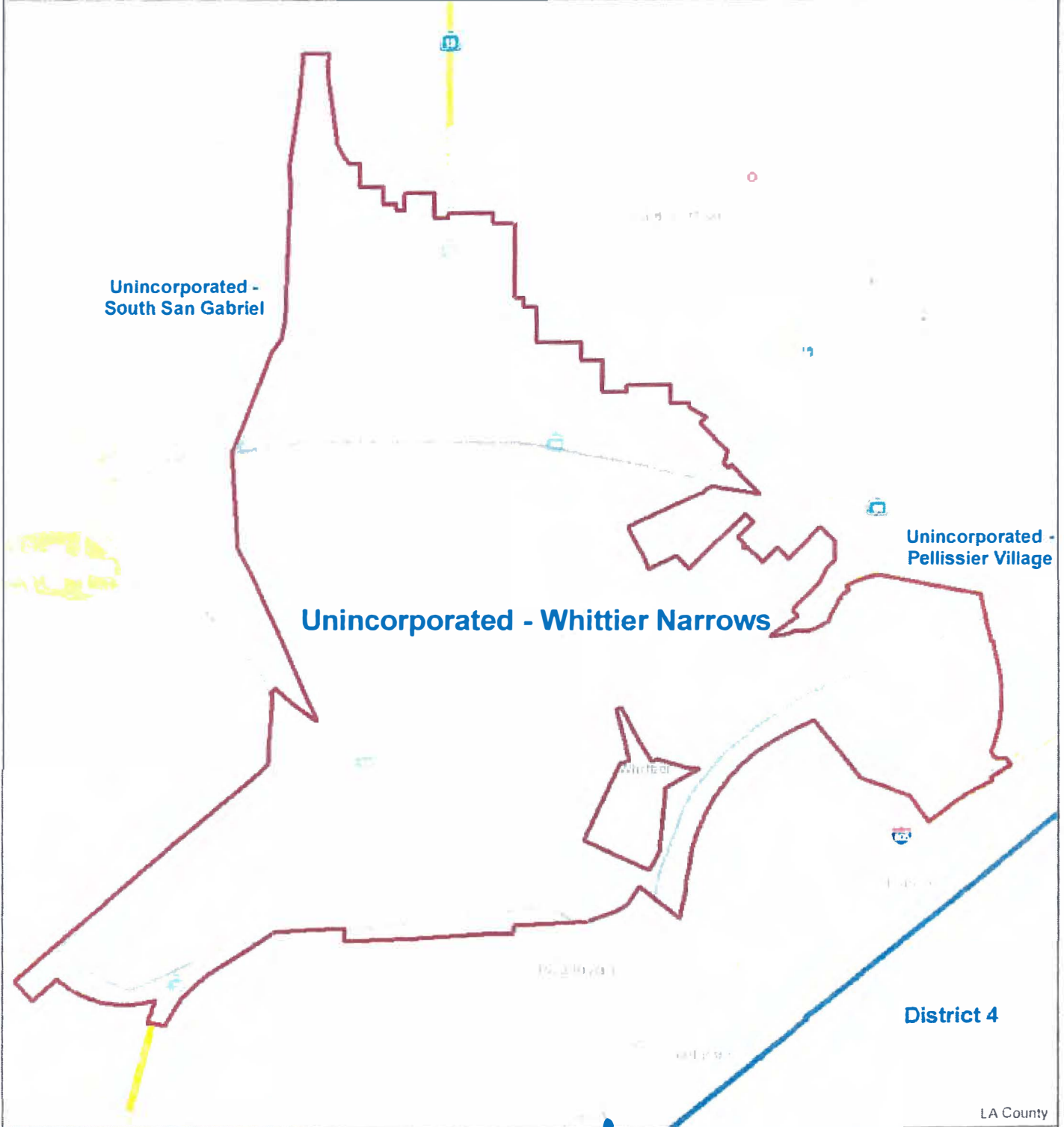




# Board Approved Statistical Areas (BASA) Project 2015

## Supervisorial District 1

### Unincorporated - Whittier Narrows



-  Supervisorial Districts
-  Unincorporated - Whittier Narrows by Census Block Groups



# County of Los Angeles

## Graffiti Removal Services “Statement of Qualifications” (2015-SQPA002)

April 9, 2015



### Superior Property Services, Inc. Superior Graffiti Solutions

9129 Perkins St.  
Pico Rivera, CA 90660  
(562) 801-9200  
FAX (562) 801-9230  
(800) 741-2532  
Website: [www.4superior.com](http://www.4superior.com)

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- PW-19 Compliance with Minimum Requirements of the RFP
- LW-2 Living Wage Exemption Application
- LW-3 Contractor Living Wage Declaration
- LW-4 Acknowledgement and Statement of Compliance
- LW-5 Labor/Payroll/Debarment History – N/A
- LW-7 Proposers Medical Plan
- LW-8 Staffing Plan & Cost Methodology (Not required with SOQ)
- LW-9 Wage and Hour Record Keeping



**Superior Property Services, Inc**  
Superior Graffiti Services  
Superior Graffiti Solutions

April 9, 2015

County of Los Angeles  
Department of Public Works  
Attn.: Ms. Gail Farber, Director of Public Works  
900 S. Fremont Ave.  
Alhambra, CA 91803-1331

RE: Graffiti Removal Services – Statement of Qualifications (2015-SQPA002)

Dear Ms. Farber,

Superior is pleased to submit the enclosed SOQ to the County of Los Angeles for “Graffiti Removal Services.”

We have reviewed the information provided and are confident Superior can meet all the requirements as outlined in your SOQ.

The following are the individuals authorized to make representations with respect to this proposal:

Ron Bruneck, President  
9129 Perkins St.  
Pico Rivera, CA 90660  
[Ron@4superior.com](mailto:Ron@4superior.com)

Nancy Hernandez, Vice President  
9129 Perkins St.  
Pico Rivera, CA 90660  
[Nancy@4superior.com](mailto:Nancy@4superior.com)

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 (562) 801-9200 should you or your staff has any questions.

Respectfully,

Superior Property Services, Inc.

Ron Bruneck  
President

State of California  
Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME:

SUPERIOR PROPERTY SERVICES, INC.

FILE NUMBER: C1764613  
FORMATION DATE: 06/02/1995  
TYPE: DOMESTIC CORPORATION  
JURISDICTION: CALIFORNIA  
STATUS: ACTIVE (GOOD STANDING)

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

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

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



IN WITNESS WHEREOF, I execute this certificate  
and affix the Great Seal of the State of  
California this day of July 17, 2014.

*Debra Bowen*

DEBRA BOWEN  
Secretary of State





**State of California**  
**Secretary of State**

**S**

**Statement of Information**

(Domestic Stock and Agricultural Cooperative Corporations)

FEEs (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

**IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM**

**F495004**

**FILED**

In the office of the Secretary of State  
of the State of California

**MAR-23 2015**

**1. CORPORATE NAME**

SUPERIOR PROPERTY SERVICES, INC.

**2. CALIFORNIA CORPORATE NUMBER**

C1764613

This Space for Filing Use Only

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

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

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

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

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY	STATE	ZIP CODE
9129 PERKINS STREET, PICO RIVERA, CA 90660			
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE
6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4	CITY	STATE	ZIP CODE

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

7. CHIEF EXECUTIVE OFFICER/ RONALD BRUNECK	ADDRESS 9129 PERKINS STREET, PICO RIVERA, CA 90660	CITY	STATE	ZIP CODE
8. SECRETARY RONALD BRUNECK	ADDRESS 9129 PERKINS STREET, PICO RIVERA, CA 90660	CITY	STATE	ZIP CODE
9. CHIEF FINANCIAL OFFICER/ RONALD BRUNECK	ADDRESS 9129 PERKINS STREET, PICO RIVERA, CA 90660	CITY	STATE	ZIP CODE

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

10. NAME RONALD BRUNECK	ADDRESS 9129 PERKINS STREET, PICO RIVERA, CA 90660	CITY	STATE	ZIP CODE
11. NAME LARRY DCRONA	ADDRESS 12851 VIEW RIDGE DRIVE, SANTA ANA, CA 92705	CITY	STATE	ZIP CODE
12. NAME DIANE DECRONA	ADDRESS 12851 VIEW RIDGE DRIVE, SANTA ANA, CA 92705	CITY	STATE	ZIP CODE

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

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

14. NAME OF AGENT FOR SERVICE OF PROCESS  
DIANE DECRONA

15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE  
17671 IRVINE BLVD., SUITE 106, TUSTIN, CA 92780

**Type of Business**

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION  
PAINTING CONTRACTOR: GRAFFITI

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

03/23/2015 RONALD BRUNECK PRESIDENT

DATE TYPE/PRINT NAME OF PERSON COMPLETING FORM TITLE SIGNATURE

# BACKGROUND



## Background

Superior Property Services, Inc., including Superior Graffiti Solutions and Superior Pressure Washing offer the kind of unique experience in all areas of graffiti abatement; pressure washing; Anti-Graffiti coatings and anti-graffiti products, rarely found in other companies. Superiors Vision of 'Thinking About Tomorrow' reflects our profound respect for our environment and our responsibility to operate in a way that recognizes the impact we have on tomorrow's future. Please check out our WEB SITE for additional information: [www.4superior.com](http://www.4superior.com)

From the companies owners down we take pride in working together to provide the best products, technology and services available. Our innovative solutions and responsiveness to our clients have established Superior as a leader in the graffiti abatement industry. We are 'Thinking About Tomorrow' and strive to improve the quality of life by providing cleaner and safer communities. We bring this vision to life through the power of our outstanding employees working hard to provide unmatched client services. The founders of Superior have over 80 years of combined business experience building relationships on integrity and being responsive to our clients.

### **We strive to always be a part of the solution.**

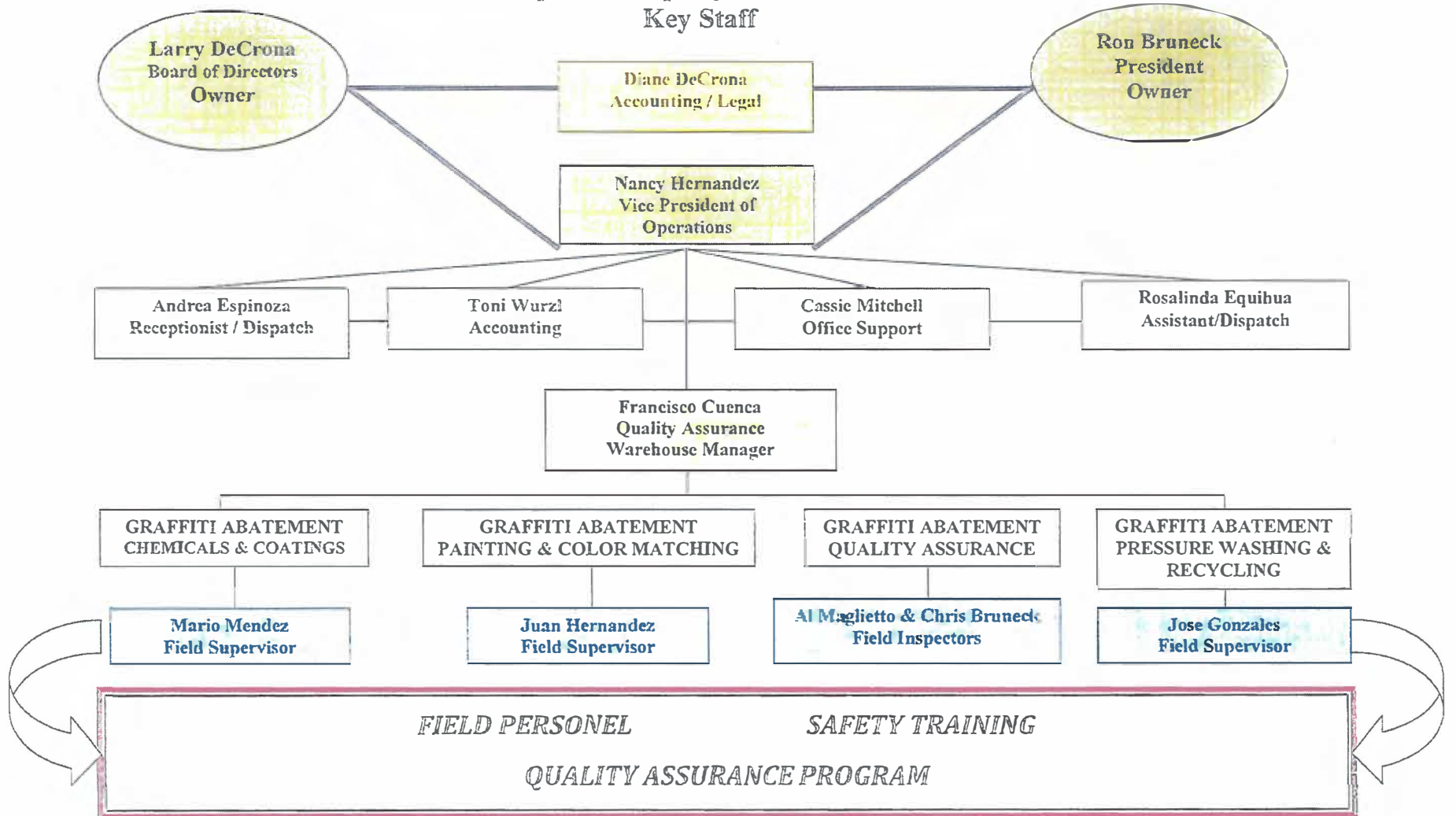
- Superior will succeed only by creating value for our clients
- Superior will reward our employees who accept responsibility and provide superior service to our clients
- Superior will always strive for excellence
- Superior will work to protect the environment
- Superior will foster teamwork
- Superior recognizes our most valuable assets are our people and clients

#### **Superior Facts:**

- California Corporation
- Ron Bruneck, President & Founder
- Nancy Hernandez, Vice President Operations
- *Larry DeCrona, President Emeritus*
- In business since 1993
- Eighteen years of Graffiti Abatement experience
- Currently employ 35 full time people
- Licenses: C33; C61/D38 and General Contractor
- Corporate Offices & warehouse located in Pico Rivera
- Anaheim warehouse



Superior Property Services, Inc.  
Key Staff



## *Staff/Key Personnel*



### **Ronald L. Bruneck**

*President*

*Founder/Board of Directors*

---

Mr. Bruneck 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 2,500 residential units and numerous commercial properties. He obtained his real estate broker's license in 1976, owned and managed Lanco Property Management until 1989. He started CDS Maintenance which later became Superior Property Services in 1994. 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 Mr. Bruneck have worked together for 30 years and in 1994 became partners to form Superior Property Services, Inc. Mr. Bruneck is involved in the day-to-day operation of all Los Angeles County contracts. His responsibilities include area inspections and resolution of any and all issues in a timely manner.



## **Lawrence E. DeCrona**

**Founder/Board of Directors**

---

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 Pomona where he obtained a degree in Business Administration. He began his career in real estate in 1973 and specialized in residential and commercial income producing properties and holds a General Contractors license.

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 retired as President in January, 2014 and assumed the role of President Emeritus. He served as President of Superior Property Services, Inc. for 18 years. He looks forward to spending more time with his wife, children and grandchildren; as well as traveling and volunteering at his church. He will continue to work on special projects for Superior and retain an ownership interest and member of the Board of Directors.

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.





**Nancy Hernandez**

Vice President of Operations

---

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 directly oversees the office staff and 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 and has been for over 20 years. Ms. Hernandez is the main contact person for all Los Angeles County contracts.

***Experience:***

Lanco Property Management	1991~ 1992
CDS Maintenance	1992 ~ 1993
Superior Property Services, Inc.	1993 ~ Present

***Education:***

Santa Ana Valley High School	1994
Orange Coast College	1994 ~ 2000
Business Major	

***Language:***

English & Spanish

*Francisco Cuenca*

---

*Operations Manager  
Quality Assurance*

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. Mr. Cuenca is available to meet with Los Angeles County field inspectors upon request. In addition to insuring we are meeting or exceeding the requirements of our Los Angeles County contracts, Francisco works with our crews to lead by example.

***Experience:***

Superior Property Services, Inc.	1999 ~ Present
Janitor	
Janitorial Supervisor	
Pressure Washer	
Graffiti Abatement	
Graffiti Abatement Crew Supervisor	
Operations Manager & Quality Assurance Supervisor	

***Education:***

Saddleback High School	1989
------------------------	------

***Language:***

Spanish & English

*Rosalinda Equihua*

---

*Assitant & Scheduling/Dispatch*

Miss Equihua is experienced in QuickBooks, Word, excel, and PowerPoint presentations. Miss Equihua handles all of our data entry. She currently is attending Santa Ana College working towards a degree in business. Ms. Equihua responsibilities include the scheduling and routing of our crews in the field. She is very familiar with the use of Graffiti Tracker; TAGRS and other graffiti abatement monitoring systems. Miss Equihua is responsible for assigning our crews their work orders and insuring all Los Angeles County work orders are completed within the 48 hour response time.

***Experience:***

Superior Property Services, Inc.	2008 ~ Present
----------------------------------	----------------

***Education:***

Santa Ana High School, Santa Ana, CA	2008
Santa Ana College	Present

***Language:***

English & Spanish



## Andrea Espinoza

---

### *Receptionist/Data Entry*

Miss Rodriguez helps with the office work and answering the phones. Ms. Rodriguez assist in the scheduling of crews and distributing work orders throughout the day.

### **Experience:**

Superior Property Services, Inc. 2012 ~ Present

### **Education:**

Whittier High 2004

### **Language:**

Spanish & English

## Chris Bruneck

---

### *Quality Assurance 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 is responsible for inspecting each contract area. Chris understands the importance of maintaining Superiors high standards of service and quality of work. He also helps out with graffiti abatement when necessary. In addition, Chris has become a certified applicator of several different anti-graffiti coatings and has become an expert in restoration work.

Chris has a passion for soccer, enjoys music and working out.

### **Experience:**

Superior Property Services, Inc. 2003 ~ Present

### **Education:**

Tustin High School 2005  
Santiago Community College 2005 ~ 2006  
Woodbury University 2006 ~ 2007

### **Language:**

English

## Al Maglietto

---

*Quality Assurance Inspector*

Mr. Maglietto is the newest member of our management team. Al has been self employed for many years and has a strong background in Wood working, construction, painting, graphic design and photography. He has spent his whole life in the Los Angeles area and attended Los Angeles public schools.

### **Experience:**

Joslin Lumber	1969 ~ 1974
McDonald Douglas Aircraft	1974 ~ 1980
Al's Painting Contractor	1980 ~ 2010
Superior Property Services, Inc.	2010 ~ Present

### **Education:**

Gardena High School	1972
El Camino College	1972 ~ 1974

### **Language:**

English

## Jose Gonsales

---

*Field Supervisor  
Pressure Washing / Recycling*

Jose worked for several years on our graffiti abatement crews and was trained to handle our pressure washing and water recovery and recycling equipment. He has recently been promoted as a supervisor overseeing our pressure washing crews and equipment.

### **Experience:**

Superior Property Services, Inc.	2006 ~ Present
----------------------------------	----------------

### **Education:**

McLane High School	1992
--------------------	------

### **Language:**

Spanish & English

## Mario Mendez

---

*Field Supervisor  
Chemicals/ Coatings & Glass*

Mario is bilingual and has been involved in the janitorial industry prior to joining our Superior team. As a result of his experience with cleaning chemicals we promoted Mr. Mendez as a supervisor over seeing all graffiti abatement removal using chemicals and protective coatings. Recently we added etched glass repairs to our services and Mario is our in house expert in window and glass repairs. He has worked his way up from a janitor position to building supervisor, area manager, and lead floor crew supervisor to area supervisor. Mario works closely with our other supervisors in improving training techniques and reporting procedures.

**Experience:**

Superior Property Services, Inc. 2003 ~ Present

**Education:**

Escuela Secundaria Mixta, Jalisco, Mexico 1992

**Language:**

Spanish & English

## Juan Hernandez

---

*Field Supervisor  
Painting & Color Matching*

Juan began with Superior as a graffiti abatement crew member working on Los Angeles County contracts. Juan now oversees all of our painting crews and all issues with color matching. He spends a great deal of his time in the field checking color matches and the quality of work being performed.

**Experience:**

Superior Property Services, Inc. 2005 ~ Present

**Education:**

Colegio Benito Juarez, Ciudad de Mexico, MX 1980

**Language:**

Spanish & English

# *Superior Graffiti Abatement Team*

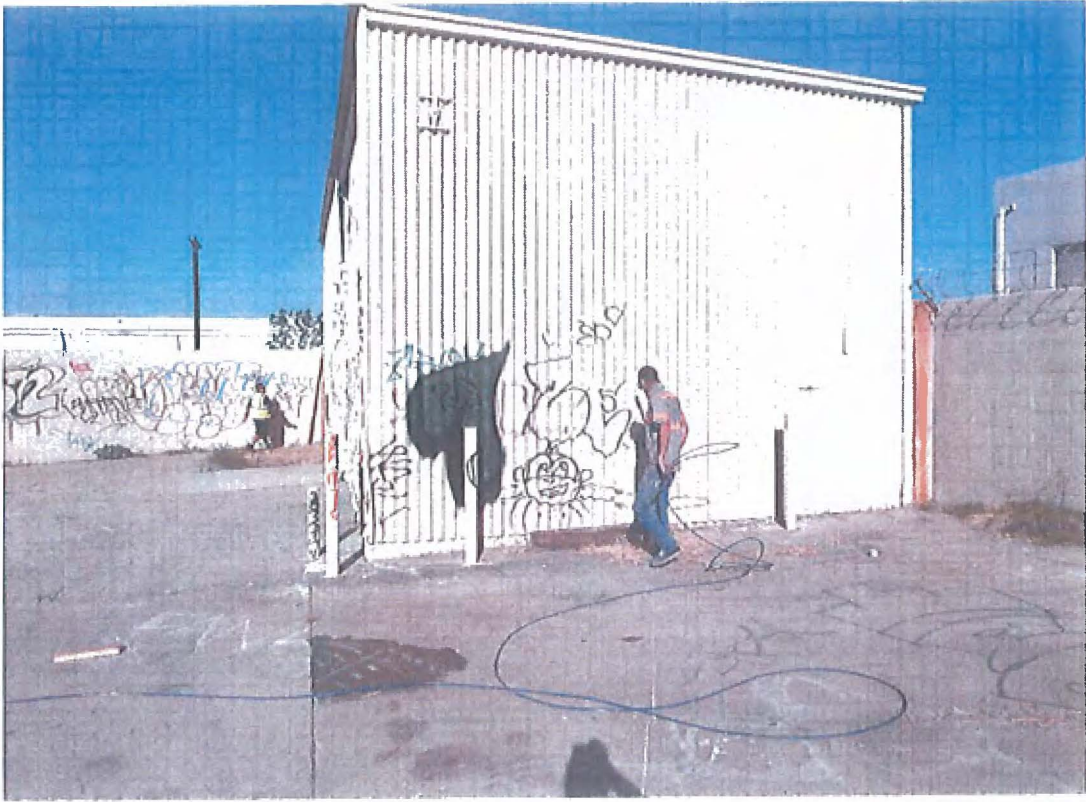
All of our crew members have had a minimum of one year of prior painting experience. They must have and maintain a clean driving record. They receive extensive training by Superior prior to being placed on a crew in the field. They learn paint color matching, painting techniques, reporting, safety procedures, paint sprayer maintenance and additional training in their specific area.













## Graffiti Tracking System

**Superior** currently uses one of the most popular tracking system, TAGRS (Tracking Automated and Graffiti Reporting System). TAGRS was developed by the Orange County Sheriff's Department and is a GPS / smart phone based system which allows law enforcement to maintain and share information. Superior has developed a tracking system similar to Graffiti Tracker which is currently used across the country. Our system TagProfiler was developed to better serve clients in facilitating the reporting and tracking of graffiti in real time. Mobile applications will enable Superior abatement crews and city employees to photograph graffiti which automatically records its locations via GPS and tracks the progress through the removal process. This system improves Superior's ability to manage our graffiti removal operations and may lead to more arrests of tagging offenders. Both systems would be included at no additional costs and would require minimal training.

## Color Matching

**Superior** has the same color matching systems found in paint stores with the added ability of onsite color matching with the use of our hand held portable color measurement device. Plus we have a full mobile color matching unit equipped with everything needed to provide a perfect match on site. Our mobile trailer includes computerized color matching software; tint carousel; small paint shaker and all the color tints and bases to complete the perfect job. All of our graffiti abatement crews are trained in proper painting techniques and color matching. The use of the right paint color eliminates effects of ghosting and/or shadowing and allows us to properly block the graffiti without creating an unsightly patch work effect. Our crews take precautions to not do any further harm to the surface, the surrounding area and they make sure the work area is properly protected and designated as such.



## Environmentally Preferable Procurement Policy

*Superiors' Vision of 'Thinking About Tomorrow'* reflects our profound respect for our environment and our responsibility to operate in a way that recognizes the impact we have on tomorrow's future.

From the companies owners down we take pride in working together to provide the best products, technology and services available. Our innovative solutions and responsiveness to our clients have established Superior as a leader in the graffiti abatement industry. We are 'Thinking About Tomorrow' and strive to improve the quality of life by providing cleaner and safer communities. We bring this vision to life through the power of our outstanding employees working hard to provide unmatched client services. Superior has added a 400 gallon propane tank and refueling system to our facilities. We use propane for some of our vehicles' and pressure washing equipment. We are constantly looking for ways to increase our ability to use alternative fuels.

Superior makes every effort to use only recycled paints provided to us by both Vista Paints and Acrylatex Coatings. Please feel free to check out the following web sites for additional information:



[www.graffitiremovalinc.com](http://www.graffitiremovalinc.com)

[www.acrylatex.com](http://www.acrylatex.com)

[info@farrowsystem.com](mailto:info@farrowsystem.com)



## Superior Property Services, Inc.

### PROPOSER'S REFERENCE LIST

#### A. County of Los Angeles Graffiti Abatement Contracts

1997	Zone 1A (City Terrace)
1998-1999	Zone 1A, 1B (East Los Angeles) and Flood Control Channels
1999-2002	Zone 1D, 1E, 1D, 2A, 2B, 4A, and 5A
2003-2005	Zone 1A, 1B, 1D, 1G, 2A, 2D, 2E, Flood Channel, and 2 <sup>nd</sup> Story (District 1 & 2)
2005 – 2012	Zone 1D, 2B, 2D and 2 <sup>nd</sup> Story (District 1 & 2)
Current Fiscal Year	Zone 1A, 1B, 1E, 1G, 2C, 2E, 5A, 5C, 5D, 5E, 5F, and 5G

#### B. Other governmental agencies and private companies

2001 – Current Fiscal Year	County of Orange (Graffiti Abatement Contract) Includes County buildings County Court house interior/exterior County Flood Control Channels
Current Fiscal Year	City of Lake Forest (Graffiti Abatement/Pressure Washing)
Current Fiscal Year	City of Duarte (Graffiti Abatement)
2008 – Current Fiscal Year	City of Orange (Graffiti Abatement Services)
2012 – Current Fiscal Year	City of Anaheim (Graffiti Abatement Services)
2010 - Current Fiscal Year	City of West Hollywood (Graffiti Abatement/Pressure Washing)
2010 – Current Fiscal Year	City of Simi Valley (Graffiti Abatement Contract)
2006 – 2009	City of Colton (Graffiti Abatement Contract)
2004 – 2008	Santa Ana Police Department (Pressure Washing and Graffiti Abatement)
2006 – 2011	City of West Covina (Graffiti Abatement Contract)
2004 – 2006	San Bernardino (Graffiti Abatement Contract) Supervisory Districts 2 & 4

# WORK PLAN APPROACH



## PLAN OF ACTION / APPROACH

### Proposed Coverage

- Roving paint crews Monday ~ Friday 6:00am to 2:30pm
- If required, also Saturday & Sunday coverage
- Pressure Washing Crews
- Supervisor (available 7 days/week)
- Monthly Area Blitz
- Additional support as requested or needed

Superior has many years of experience in providing graffiti removal in all areas for the County of Los Angeles. In fact, we were the first contractor to provide graffiti abatement service for all of the flood channels in the initial contract issued in 1998/1999. 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. Superior is the only contractor to use special formulated products to remove graffiti from the asphalted bike paths. We also customized our trucks and scheduled routes to systematically proactively patrol all assigned areas, to insure we exceed the standards of our contract. Superior has led the industry in finding better graffiti abatement solutions. When responding to specific RFP's we develop a very specific plan of actions to detail how we will best use our crews and resources to exceed the scope of work outlined in the proposal specifications. We identify the "hot spots" and establish a proactive grid and assign our crews and equipment accordingly

### Extra Support:

Our extra support teams are available to fill in where needed and used to conduct monthly blitz's. When need they become the 2<sup>nd</sup> crew member to our existing crews to provide more service and safety, if necessary.

In addition to the regular crews we will have a supervisor inspect each area on a regular basis. Our Supervisor will be available to assist in graffiti removal when necessary. The supervisor shall submit to our office a weekly status report detailing all work performed in these channels.

Over the years we have established a partnership with major suppliers to provide us with recycled paints and equipment at the lowest prices possible.

Our crews will be based out of one of our two locations located in Pico Rivera and/or Anaheim. As a result of locating our crews closer to their assigned areas we can reduce drive time and increase the actual time removing graffiti. In the event of rain, high graffiti incidents or special requests our crews are available to work longer shifts and Saturdays. All crews are uniformed, equipped with cell phones and GPS mapping.

Each truck is equipped GPS tracking system which provides us with real time location; stops; and a great deal more information about each driver's tendencies. Our vehicles' are custom fitted to enhance our crew's ability to provide the most efficient service possible.

No other contractor has the reputation Superior has for contributing back to the communities we service. We have always taken a proactive approach to removing graffiti and participate in all programs that work to that end.



## ***Personnel Management***

### ***Training***

All new crewmembers go through an extensive training program prior to working in the field. Our training program consists of the following:

- ◆ Three days of painting techniques; color matching; equipment care; preparation and cleanup;
- ◆ One day of safety procedures; Material Safety Data Sheets; office procedures; dress codes; jury duty; payroll reporting and Living Wage requirements
- ◆ Two days of field training and familiarization with specific graffiti removal techniques and areas
- ◆ One day learning all Los Angeles County requirements and contract specifications.
- ◆ One day reviewing safety and Quality Assurance programs
- ◆ Five days of field training with a supervisor.
- ◆ Employee must demonstrate competence in all areas
- ◆ Supervisor must sign off on all areas of training

We have an existing relationship with Vista Paints and have established a training program where they 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 safety and training sessions for all personnel. This training includes safety issues as well as other employment issues, such as sexual harassment, employment benefits and polices. We also conduct additional training in equipment, color matching, chemical applications for abatement, proper removal techniques and possibly new types of graffiti removal.

Superior requires all crew members to be bilingual and in order to insure that takes place we encourage all employees to attend English/Spanish classes. We provide flexible schedules and reimburse up to 75% of the cost for such classes.

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### **Communication**

Superior provides all clients with the emergency numbers of all key employees including both owners. Our emergency numbers are a part of our after hour's voice mail message accessible 24/7.

Currently all Superior field employees are assigned a smart cell phone with GPS tracking system. This GPS tracking system allows us to monitor their location at all times. We have the ability to move crews based on location which allows us to provide quicker response and be much more efficient. We use the GeoPal mobile management system which allows our crews to obtain signed liability releases on site. This system allows us to adjust routes; handle all requests in a timely manner and retrieve special work orders such as previous color matches and custom colors. All phones have our TAG PROFILER web based work order tracking system application installed on them. This real-time system allows us to dispatch, route, monitor and document all work orders in real time. Our office personnel are able to submit work orders including any photos to our field technicians and answer any questions.

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### **Recruitment & Replacement**

Superior has a very low employee turnover ratio, because of our extensive training program, it is in our best interest to retain our employees. Therefore we have initiated several incentive and bonus programs as well as regular employee lunches and raffles. We want our employees to stay, so we work hard to provide a great work environment for them. When we find a need to hire or replace an employee we usually do so through personal referral and we have an ongoing waiting list of potential applicants. All potential new hires must agree to a complete background check including criminal and driving records, which are completed by an outside agency.

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### **Quality Control**

Superior has a quality assurance program in place. Al Maglietto would be responsible for monitoring these areas if contracts are awarded to Superior. Each employee is of the standards as outlined in the Los Angeles counties Scope of work. Based on the inspections and evaluations of our Quality Assurance inspector each crew member will have opportunities to win cash and prizes for meeting or exceeding our standards for these areas.



## Supervision

Superior has implemented a three tier level of supervision. Each area is assigned a field supervisor working in the area and responsible for handling daily issues and problem areas. The supervisor also acts as a back up to the assigned abatement crew in the event of illness or vacations. We also have our quality assurance supervisor who regularly inspects the area and is available to meet with Los Angeles County field inspectors whenever needed or requested. Finally, we have the operations manager, who can conduct his own inspections and is responsible for establishing training guidelines and evaluation reports of all field employees and areas. The operations manager reports directly to our office manager and the company owners.

We insist that our supervisors work with our crews and not interfere with their work. Our supervisors are all "hands on" including the company owners. Everyone, from the top down understands our goal of zero tolerance and work in the most productive way possible to achieve that goal.

## Transporting Workers

Superior's warehouses are located centrally to our graffiti abatement contracts. Employees are required to report 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 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 and equipment.

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 are ready for each crew.

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### ***Uniforms***

All Superior Graffiti Abatement crews are required to wear safety work boots; clean work pants and high visible safety vests. In addition, Superior is the only contractor providing daily laundered uniform shirts with identification and safety stripes to all our field technicians. We believe it is important that our crews who represent the County look, act and be professional at all times. Each employee is provided with an Identification badge which identifies the employee, company and immediate supervisor and telephone number. This information must be presented upon request by any individual.

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### ***Emergency & Contingency Planning***

Superior works in what could be considered a high risk environment, and as such we take our employee's safety and emergency training very serious. No employee is ever required to put themselves or their fellow worker in a dangerous situation. Every Superior vehicle is provided with safety equipment and emergency instructions along with emergency contact phone numbers. In some areas we provide two man crews and/or multiple crews to provide additional safety.

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### ***Billing Methods / 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 developing a program 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 our warehouses are located 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. Vehicles are inspected, re-fueled and re-stocked with supplies every evening. This allows our graffiti crews to spend far more time actually removing graffiti than any of our competitors.

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### **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.

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### **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 preceding 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 dependents 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. Superior agrees to pay for one-half of the cost of all employees after a ninety day waiting period. The cost of dependent coverage is the responsibility of each employee. Insurance will be deducted from employees' paychecks.

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.

State of California  
Department of Industrial Relations  
Cal/OSHA Consultation Service  
1 Centerpointe Drive, Suite 150  
La Palma, CA 90623  
Phone: (714) 562-5525  
Fax: (714) 562-5555

EDMUND G. BROWN JR., Governor



July 11, 2013

Certificate #: G1773

Superior Property Services, Incorporated  
Attention: Mr. Ron Bruneck  
9129 Perkins Street  
Pico Rivera, CA 90660

**GOLDEN GATE PARTNERSHIP RECOGNITION**

Dear Mr. Bruneck:

Congratulations, your company has been recognized by the Cal/OSHA Consultation Service for its effort in implementing and maintaining an effective injury and illness prevention program during the Cal/OSHA Consultation Service visit on June 25, 2013.

Golden Gate recognition was developed to provide motivation and support to employers who proactively work with their employees and the Cal/OSHA Consultation Service. During our consultative visit to your company, your managers and employees demonstrated a commitment to continuously improve the effectiveness of its workplace safety and health management system. This commitment to workplace safety and health is being commended by the Cal/OSHA Consultation Service. Thank you for taking an active participation in occupational safety and health in your workplace.

Sincerely,

  
Harman Jett  
Area Manager, La Palma Office

  
Scott Ratigan  
Associate Safety Engineer





# EQUIPMENT



## Equipment

Superior takes pride in providing clients with the best service possible, to do so we maintain the best equipment for the job. We are constantly upgrading vehicles and equipment and have initiated our **10/20/30 Replacement Program**. Superior replaces **10%** of our vehicles' every year; **20%** of our pressure washers and **30%** of our paint sprayers. Superior Recently invested \$400,000 in up grading our vehicles'; pressure washers and paint sprayers. We have added 12 new Ford F150 and 250 trucks to our fleet along with four new pressure washers with water recovery systems and fifteen new high performance commercial paint sprayers. In addition, we have an ongoing testing program to pursue alternative products; newer technology and equipment. Superior has an ongoing maintenance program designed to maximize the safety and condition of all vehicles and equipment. All vehicles are rotated out of service every three months and undergo a complete maintenance and safety check by an independent auto mechanic. Our paint sprayers are independently serviced by an outside contractor every four months and our pressure washers and water recovery systems are also independently serviced by an outside contractor every three months. Each contractor is required to provide a detailed comprehensive report and safety check of each item serviced.

We have set up our graffiti trucks in four ways to maximize efficiency:

### Quick Attack Paint Truck

Usually a smaller truck equipped to move easily through traffic removing smaller size tags and a greater number of sites. This truck maintains a larger selection of paint colors all in 2 gallon paint buckets; a smaller commercial paint sprayer and chemicals for removing graffiti from signs, glass and polls. This truck may also be equipped with a battery operated hand held paint sprayer with quart paint cups, for smaller tags which cannot be removed with using a paint roller to cover. A one person crew is provided with this vehicle.

### Standard Paint Truck

Full size ½ ton trucks custom fitted with aluminum flatbed instead of the standard truck bed. These trucks are equipped with high capacity/volume commercial airless paint sprayers; minimum of 300 feet of paint hose; larger quantity of paint and chemicals for removing graffiti from non painted surfaces. These trucks are capable of handling any size of graffiti tag on walls or alleys; color matching and if necessary painting whole blocks or buildings with graffiti above 12 feet. This truck is usually manned with a 2 person crew to increase efficiency, safety and output.

## Paint Truck w/ Pressure Washer (combo)

### Pressure Washing Truck

#### Specialized Equipment

- Hand held paint sprayers  
Used for smaller areas where larger spray rigs are not convenient or over spray may be of concern.
- Tornado Advanced Cleaning System  
Ideal for the very sensitive type blasting, alternative to pressure washing. Our system uses no water or chemicals and blasting material is contained in a closed system. No system like it in the Los Angeles area.
- 55 gallon paint tanks  
Allows for continuous painting without having to constantly stop to change out the typical 5 gallon buckets.

### Additional Equipment Available



The Farrow System is a trailer mounted low pressure system using environmentally friendly blasting media. The advantage of this system is to provide a less aggressive more environmentally friendly way to abate graffiti. We have been successful using this system to restore concrete light poles once often painted, to their original condition. We then apply an anti-graffiti coating to protect the pole from any further damage.

Now Offering the Latest in Environmentally Friendly Green Technology:

The  
**FARROW**  
System

- ✓ 100% Recycled Glass Media
- ✓ California Air Control Board (CARB) approved
- ✓ Strategic Petroleum Reserve approved
- ✓ Non-toxic, Completely Inert





## ***Tornado Advance Cleaning System (ACS)***

*The patented cleaning equipment Tornado ACS operates with a unique and revolutionary low pressure blasting procedure without using high pressure, water or chemicals. The eco-friendly technology of the Tornado ACS cleaning machine is the ideal alternative to pressure washers. This minimal-abrasive technology enables an eco-friendly gentle cleaning. Tornado ACS is the perfect alternative to conventional sand blasting machines. Pressure washing in the flood channels was unthinkable until now. Another Superior Solution....*



Handheld Paint Sprayer allows us to reach areas an airless sprayer cannot. Also, it makes color matching and spraying out small tags much more efficient. Less over spray, no hoses or loud noise to worry about.

### **Additional Services; Products & Equipment**

#### **Glass Restoration Anti-Graffiti Films**

Glass  
Mirrors  
Stainless steel

Sign Protection  
**Anti-Graffiti Wraps**  
**Anti- Graffiti Coatings**  
Sacrificial coatings  
Non-sacrificial coatings  
Clear & tinted coatings  
**Graffiti Removal Products**  
**Specialized Tools & Equipment**

Hand held Spectrometer (perfect color matching)  
The Farrow System  
Tornado Advance Cleaning System  
Hand held cordless paint sprayers  
Cordless Drillbrush systems

Superior is deeply committed to providing solutions that enhance the quality of life in our local communities and operating in a way that recognizes the impact we have on our environment. Though it is nearly impossible to prevent graffiti, you can avoid the accumulative property damage and costs associated with its constant abatement. With the use of our Anti-Graffiti films; Coatings or specialized equipment you can easily and immediately remove unsightly graffiti leaving the original surface literally as good as new. Many of these products are offered exclusively by and through Superior Graffiti Solutions.

### ***Safety Equipment***

Superior provides all personnel with the proper safety equipment and training.

Safety Shirts (visibility stripes)  
High Visibility Safety Vests (yellow)  
Safety goggles and gloves  
Paint and chemical Respirators  
First aid and emergency kits  
Caution strobe lights  
Caution cones / signs  
MSDS Sheets  
Monthly Safety Meetings  
Weekly Vehicle Inspections



### ***Materials & Supplies***

Superior provides all necessary materials to allow our crews to work as efficiently as possible. We maintain Extensive inventory of paint; paint supplies; pressure washing supplies and are an authorized reseller of propane fuel for our vehicles'.

*Once again we have gone to great lengths to be able to offer Superior service.*

## *List of Superior Vehicles and Equipment*



2012 Ford F150 X/C  
2012 Ford F150  
2012 Ford F150  
2012 Ford F150  
2011 Ford F150  
2009 Ford F150 Long Flat Bed Truck  
2008 Ford F350  
2008 Ford F350  
2008 Ford F150  
2008 Ford F350 Stake Bed  
2008 Chevy Silverado Truck  
2007 Chevy Silverado Stake Bed  
2007 Ford Ranger  
2007 Ford Ranger X/C  
2007 Ford-F150 Long Bed Truck  
2006 Ford F350  
2006 Ford F150 Truck  
2006 Ford Ranger  
2005 Ford Ranger  
2005 Ford F150 Long Bed Truck  
2004 Chevy Silverado 4x4  
2003 Ford 15 passenger Van  
2003 Dodge Dakota X/C Truck  
2003 Chevy S10 Flat Bed Truck  
2003 Chevy S10  
2002 F250 Ford Flat Bed Truck  
2001 GMC Sonoma  
2001 Ford F150 Truck  
2000 Toyota Tundra Flat Bed Truck  
2000 F250 Ford Flat Bed Truck  
1999 Dodge Dakota X/C Truck  
1997 GMC Sierra Flat Bed Truck

## Pressure Washing Equipment

Trailer Mounted Silver Eagle "All Propane" Pressure washer & Water Recovery System  
Trailer Mounted Landau Pressure Washer/Steam Cleaner  
Trailer Mounted Delco Pressure Washer/Steam Cleaner  
Truck Mounted Hydro Blaster Pressure Washer/Steam Cleaner  
Truck Mounted Hydro Blaster Pressure Washer/Steam Cleaner  
Portable 3000 PSI Water blasters (2)  
Water recovery vacuum systems (4)  
Extension wands for water blasting of high areas  
6 Sand blasting pots and wands (10)

## Painting Equipment

8900 Speedflow Airless Paint Sprayers (20)  
4900 Speedflow Airless Sprayers (2)  
3900 Grayco Airless Paint Sprayer (2)  
Titan Portable Pot Paint Sprayers  
X-Rite ColorDesigner Paint Matching Computer System  
Portable hand help paint Scanners for on-site color matching  
Paint Tinting Equipment, Paint Shakers & Paint Mixing Equipment

## Misc. Equipment

Honda 3000 watt Portable Generator  
Yamaha 1600 watt Portable Generator  
Coleman 2500 watt Portable Generator  
Extension wands for water blasting of high areas  
Extension Ladders, Step Ladders and Portable scaffolding  
Custom Hose Reels (14)  
Full supply of all pressure washing equipment, hoses and Turbo nozzles  
Full supply of all painting equipment & hoses  
Traffic Control Equipment



# QUALITY ASSURANCE





# Quality Assurance Program

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Superior's Quality Assurance Program is a process put in place to review the quality of all factors involved in meeting or exceeding the requirements as outlined in the Los Angeles County Specifications. Our program comprises of three important areas:

- **Structured Elements**
  - Understanding Work requirements
  - Performance Standards
  - Supervision & Inspections (self monitoring)
  - Response Times & Corrective Measures
  - Customer complaints & Inquiries
  - Reporting & Record Keeping
- **Competence**
  - Knowledge/Training
  - Skills
  - Experience & Qualification
- **Soft Elements**
  - Personnel Integrity & honesty
  - Confidence
  - Management Support
  - Motivation – Team approach
    - Encouragement
    - Reward system

*Quality can suffer anytime these three areas are deficient.*

Superior has been providing graffiti abatement services to the county of Los Angeles for over 15 years and we are constantly looking for ways to improve our services and increase response times. Superior has focused on developing a comprehensive Quality Assurance Program.

Our program starts with our continuous comprehensive extensive training program. We conduct monthly training meetings which include a discussion of any areas of concern or problem areas. Our get it **Right First Time** approach is achieved with better trained team members. Superior supports the following trade associations: Power Washers of North America (PWNA) and the Greater Los Angeles chapter of Painting and Decorating Contractors of America (PDCA). Through these Associations we encourage our employees to continue their training and knowledge of the methods and practices of both the painting trade and pressure washing trade. The majority of our employees receive the training skills to be classified as journeyman painters.

We emphasize greater communication between crews; supervisors; and our quality assurance inspector. With better communication and ongoing inspections we are able to deal with issues before they become problems. Each area is inspected weekly by our inspector with a written report submitted to our supervisor and discussed with the technicians in the area. If corrective actions are required they are completed in a timely manner and re-inspected before they can be signed off by our supervisors. Any complaints received are investigated effusively by our inspector and corrective measures are taken to avoid any further problems. All complaints must be resolved to the satisfaction of our supervisor, office manager and company owners within 48 hours or an approved written extension must be obtained. We make sure all phone calls; emails and/or written correspondence are responded to immediately. A major component of better communication is frequent and ongoing inspections. These inspections insure quality of work being performed in each area and inspections of all vehicles' and equipment insures safety and ability to complete each job. Each area is inspected weekly and a written inspection report is made and reviewed by management.

Our quality assurance program has an emphasis on reporting and documentation. We spot check completed work orders to insure they are being properly reported and completed in an acceptable manner. Our office staff verifies each work order is completed within the required time frame and all data is properly updated. In conjunction with our inventory control we are able to track and compare the ratio of paint consumption to graffiti removed by each crew or area. At any given time we can determine the specific status of any reported work order.

Each crew is equipped with a GPS phone, which allows our office to monitor in real time, the exact position of each truck; the number of stops made; time of each stop and the route taken. This allows us to determine the efficiency of our crews. Also this GPS feature gives us an element of safety in reporting if any of our crews have any problems.

We have prided ourselves in constantly searching for new and innovative ways to increase our efficiency and performance. To that end we have custom equipped trucks to enhance efficiency. We have streamlined our reporting systems and were the first contractor to actively use a GPS system for real time tracking. We are currently working on developing a new spray system which we hope will reduce the time it takes to change colors in the field, reduces wasted paint and problems with over spraying.

Finally, each truck is inspected at the end of each work day to guarantee safety and productivity. As you can see we take a great deal of pride in both our training programs and ongoing quality assurance programs.





# Superior Graffiti Services Area Inspection Report

To: \_\_\_\_\_ Area/Zone: \_\_\_\_\_

Inspector: \_\_\_\_\_ Date of Inspection: \_\_\_\_\_

AREAS	EXCELLENT	GOOD	FAIR	COMMENTS
Street Corners/Traffic Poles				
Walls				
Buildings				
Electric Boxes				
Fencing/Gates				
Phone Booth				
Poles				
Light Posts				
Curbs				
Sidewalks				
Signage				
Bathrooms/Parks				
Doors/Windows/Glass				

Corrective Action Required to be completed by date of: \_\_\_\_\_

Area of Concern: \_\_\_\_\_

Pressure Washing: \_\_\_\_\_

Other: \_\_\_\_\_

Comments/Follow-Up Required: \_\_\_\_\_

Corrective Action Completion Date: \_\_\_\_\_

Approved By: \_\_\_\_\_

*File copy after completion and approval*



# Superior Graffiti Services

## Flood Channel - West

### Inspection Report

Inspector: \_\_\_\_\_ Date of Inspection: \_\_\_\_\_

Flood Channel	Time	Access	Walls	Paths	Signs	COMMENTS
Ave. S – PD 2136						
Bakerton DB – MTD 1548						
Copperhill DB						
Crystal Springs						
Fort Tejon Rd						
Garnet Canyon						
Green Hill						
Hipshot						
Knoll DB						
La Salle DB						
May #1						
May #2						
Moon Dust DB						
Mustang DB						
Newhall Ranch DB						
Royal Terminus						
Saddleback #1						

Corrective Action Required to be completed by date of: \_\_\_\_\_

Area of Concern: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Comments/Follow-Up Required: \_\_\_\_\_  
 \_\_\_\_\_

Corrective Action Completion Date: \_\_\_\_\_

Approved By: \_\_\_\_\_

*File copy after completion and approval*

# RECORD KEEPING



## ***Record Keeping 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 developing a program 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 our warehouses are located 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. Vehicles are inspected, re-fueled and re-stocked with supplies every evening. This allows our graffiti crews to spend far more time actually removing graffiti than any of our competitors.

***Payroll records and work order logs will be available to the County upon request.***

# REQUIRED INSURANCE





## **REQUIRED LICENSE AND PROOF OF INSURANCE**

### ***Licenses***

Superior maintains a class C-33, C61/ D38 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 1 Day of employment.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/17/2014

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

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

PRODUCER Garrett/Mosier/Griffith/Sistrunk  
Risk Management & Insurance Services  
12 Truman  
Irvine, CA 92620

CONTACT NAME:  
PHONE (A/C, Ho, Ext): (949)559-6700 FAX (A/C, Ho): (949)559-6703  
E-MAIL ADDRESS:

www.gmgs.com 0B84519

INSURED Superior Property Services, Inc.  
9129 Perkins St.  
Pico Rivera CA 90660

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Peerless Insurance Company	24198
INSURER B: Golden Eagle Insurance Company	10836
INSURER C: Cypress Insurance Company	10855
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: 20547794 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$250 Deductible GEN L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			CBP1091256	6/22/2014	6/22/2015	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 \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS UMBRELLA LIAB EXCESS LIAB DED RETENTION \$			BA8951133 \$500 Coll Ded \$500 Comp Ded	6/22/2014	6/22/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N/A			3300061722-141	6/22/2014	6/22/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All operations of the named insured subject to the terms and conditions of the policies.  
As respects General Liability coverage, County of Los Angeles is added as Additional Insured, per GECG 970 (01/11) attached.  
As respects General Liability coverage, a Waiver of Subrogation is hereby included, per GECG 970 (01/11) attached.

### CERTIFICATE HOLDER

All Operations  
County of Los Angeles  
Dept. of Public Works  
PO Box 1460  
Alhambra CA 91802

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael Finn

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# REQUIRED LICENSE





State Of California  
CONTRACTORS STATE LICENSE BOARD  
ACTIVE LICENSE



License Number **835687**

Entity **CORP**

Business Name **SUPERIOR PROPERTY SERVICES  
INC**

Classification **C33 C61/D38**

Expiration Date **04/30/2016**

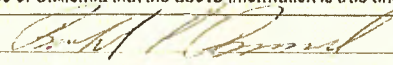
[www.cslb.ca.gov](http://www.cslb.ca.gov)



# FORMS LIST



VERIFICATION OF STATEMENT OF QUALIFICATIONS

DATE: April 9, 2015		THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:	
1. This Declaration is given in support of a Proposal for a Contract with The County Of Los Angeles. The Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the Proposal may be rejected at the Director's sole judgment and his/her judgment shall be final.			
2. Name of Service: Graffiti Removal Services (SOQ)			
DECLARANT INFORMATION			
3. Name Of declarant: Ron Bruneck			
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.: (562) 801-9200	
Physical Address (NO P.O. BOX): 9129 Perkins St.		Mobile No.: (714) 719-4419	
e-mail: Ron@4superior.com		Fax No.: (562) 801-9230	
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):			
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: 9129 Perkins St., Pico Rivera, CA 90660		
	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) Ron Bruneck	Title President	Phone (562) 801-9200	Fax (562) 801-9230
Street 9129 Perkins St	City Pico Rivera	State California	Zip 90660
Name(s) Nancy Hernandez	Title Vice President	Phone (562) 801-9200	Fax (562) 801-9230
Street 9129 Perkins St.	City Pico Rivera	State California	Zip 90660
10. Is your firm wholly or majority owned by, or a subsidiary of another firm? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, name of parent firm: _____ State of Incorporation/registration of parent firm: _____			
11. Has your firm done business under any other name(s) within the last five years? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, please list the other name(s): Name(s): _____ Year of name change: _____ Name(s): _____ Year of name change: _____			
12. Is your firm involved in any pending acquisition or merger? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, indicate the associated company's name: _____			
13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final.			
14. I am making these representations and all representation contained in this proposal based on information that they are true and correct to the best of my information and belief.			
I declare under penalty of perjury under the laws of California that the above information is true and correct			
Signature of Proposer or Authorized Agent: 			Date: 4-9-2015
Type name and title: Ron Bruneck, President			

**SCHEDULE OF PRICES  
FOR  
GRAFFITI REMOVAL SERVICES  
(2016-SQPA002)**

The undersigned Proposer offers to perform the work described in the Statement of Qualifications (RFSQ) for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFSQ. 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	UNIT	UNIT PRICE	ESTIMATED NUMBER OF UNITS	ANNUAL PRICE (Unit Price X Estimated Number of Units)
Graffiti Removal Services (Exhibit A, Scope of Work)	Month	\$ _____	12	\$ _____
<b>TOTAL ANNUAL PROPOSED PRICE = \$ _____</b>				

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 835687	LICENSE TYPE C33 C61/D38
PROPOSER'S ADDRESS:  9129 Perkins St., Pico Rivera, CA 90660		
PHONE (562) 801-9200	FACSIMILE (562) 801-9230	E-MAIL Ron@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: 9129 Perkins St.			
City: Pico Rivera	State: CA	Zip Code: 90660	
Telephone Number: (562) 801-9200			
(Type of Goods or Services): Graffiti Removal 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: Ron Bruneck	Title: President
Signature: 	Date: 4-2-2015



**CONTRACTOR'S INDUSTRIAL SAFETY RECORD**


PROPOSED CONTRACT FOR: Superior Property Services, Inc.  
 SERVICE BY PROPOSER: Graffiti Removal Services  
 PROPOSAL DATE: 4/9/15

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

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	2009	2010	2011	2012	2013	Total	Current Year to Date
1. Number of contracts.	50	50	50	50	45	245	45
2. Total dollar amount of Contracts (in thousands of dollars).	1.5 Million	1.8 Million	1.8 Million	1.8 Million	1.5 Million	8.4 Million	1.5 Million
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	1	0	0	0	1	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.

Ron Bruneck, President  Date 4-2-2015

Signature

Date

Name of Proposer or Authorized Agent (print)

CONFLICT OF INTEREST CERTIFICATION

I, Ron Bruneck

- 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 the Los Angeles County Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

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

Signed 

Date 7-7-2015

PROPOSER'S REFERENCE LIST

PROPOSER NAME: Superior Property Services, Inc.

PROPOSED CONTRACT FOR: Graffiti Removal Services (SOQ)

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 Removal	SERVICE DATES: 1997~Current
DEPT/DISTRICT: Public Works	
CONTACT: Arienne DeChellis	
TELEPHONE: (626) 458-4062	
FAX: (626) 979-5445	
E-MAIL: ADECHELLIS@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 Removal	SERVICE DATES: 2011~Current
AGENCY/FIRM: City of Anaheim	
ADDRESS: 200 S. Anaheim Blvd., Ste. 525 Anaheim, CA 92805	
CONTACT: Sandra Sagert	
TELEPHONE: (714) 765-4413	
FAX: (714) 765-4044	
E-MAIL: ssagert@anaheim.net	

SERVICE: Graffiti Removal	SERVICE DATES: 2008~Current
AGENCY/FIRM: County of Orange (Floods)	
ADDRESS: 2301 N. Glassell St., Orange 92805	
CONTACT: Forrest DeSpain	
TELEPHONE: (714) 955-0347 / (714) 448-0220 (cell)	
FAX:	
E-MAIL: Forrest.Despain@ocpw.ocgov.com	

SERVICE: Graffiti Removal	SERVICE DATES: 2014~Current
AGENCY/FIRM: City of Lake Forest	
ADDRESS: 25550 Commercentre Dr., Lake Forest, CA 92630	
CONTACT: Christine Groves	
TELEPHONE: (949) 461-3571	
FAX:	
E-MAIL: cgroves@lakeforestca.gov	

SERVICE: Graffiti Removal	SERVICE DATES: 2014~Current
AGENCY/FIRM: City of Duarte	
ADDRESS: 1600 Huntington Dr., Duarte, CA 91010	
CONTACT: Troy Wittenbrock	
TELEPHONE: (626) 357-7931	
FAX: (626) 358-0018	
E-MAIL: wittenbrock@accessduarte.com	

PROPOSER'S REFERENCE LIST

PROPOSER NAME: Superior Property Services, Inc.

PROPOSED CONTRACT FOR: Graffiti Removal Services (SOQ)

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

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

**B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES**

SERVICE: Pressure Washing	SERVICE DATES: 2010~Current
AGENCY/FIRM: City of West Hollywood	
ADDRESS: 8300 Santa Monica Blvd., West Hollywood, CA 90069	
CONTACT: Kevin Trudeau	
TELEPHONE: (323) 848-6339/(323) 333-6698 (Cell)	
FAX: (323) 848-6565	
E-MAIL: ktrudeau@weho.org	

SERVICE: Graffiti Removal	SERVICE DATES: 2010~Current
AGENCY/FIRM: City of Simi Valley	
ADDRESS: 500 W. Los Angeles Ave., Simi Valley, CA 93065	
CONTACT: John Parris	
TELEPHONE: (805) 583-6459/(805) 587-5442 (Cell)	
FAX: (805) 583-6402	
E-MAIL: jparris@simivalley.org	

SERVICE: Graffiti Removal	SERVICE DATES: 2014~Current
AGENCY/FIRM: City of West Hollywood	
ADDRESS: 8300 Santa Monica Blvd., West Hollywood, CA 90069	
CONTACT: Scott Smith	
TELEPHONE: (323) 848-6463	
FAX:	
E-MAIL: SSmith@weho.org	


SERVICE: Graffiti Removal	SERVICE DATES: 2008~Current
AGENCY/FIRM: County of Orange - Facilities	
ADDRESS: 2301 N. Glassell St., Orange, CA 92805	
CONTACT: Christopher Lowen	
TELEPHONE: (714) 667-3281	
FAX:	
E-MAIL: Christopher.Lowen@ocpw.ocgov.com	

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name	Superior Property Services, Inc.
Address	9129 Perkins St., Pico Rivera, CA 90660
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	Ron Bruneck, President	
Signature		Date 4-2-2015

### LIST OF SUBCONTRACTORS

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

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

Name Under Which Subcontractor Is Licensed	License Number	Address	Specific Description of Subcontract Service

**Note: The use of subcontractors is prohibited for this service**

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

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

FIRM NAME: Superior Property Services, Inc.  
My County (WebVen) Vendor Number: 51739001

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

As Local SBE certified by the County of Los Angeles Internal Services Department, I request this proposal/bid be considered for the Local SBE Preference.  
 Attached is a copy of Local SBE certification issued by the County.

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

Business Structure:  Sole Proprietorship  Partnership  Corporation  Nonprofit  Franchise  
 Other (Please Specify):  
Total Number of Employees (including owners): 35  
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		1	2	1	23	5
Asian or Pacific Islander						
American Indian						
Filipino						
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	%	%	%	%	%	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: 7-2-2015



JIM JONES  
Director

County of Los Angeles  
**INTERNAL SERVICES DEPARTMENT**

1100 North Eastern Avenue  
Los Angeles, California 90063

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

*"To enrich lives through effective and caring service"*

February 04, 2014

LARRY DECRONA  
SUPERIOR PROPERTY SERVICES INC  
9129 PERKINS STREET  
PICO RIVERA, CA 906604512

Vendor #: 51739001

Dear LARRY DECRONA:

Congratulations! Your business is now certified as a Local Small Business Enterprise (LSBE) with the County of Los Angeles effective as of the date of this letter. Your Local SBE certification expiration date is based on your State of California SB certification which expires on December 31, 2015.

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

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

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

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

Sincerely,

JIM JONES  
DIRECTOR

DEBBIE CABREIRA-JOHNSON  
Program Director

JJ:DCJ/ct



GAIN and GROW EMPLOYMENT COMMITMENT

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

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

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

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

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


\_\_\_\_\_ YES (subject to verification by County)       NO

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

YES      \_\_\_\_\_ NO

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

\_\_\_\_\_ YES      \_\_\_\_\_ NO       N/A (Program not available)

Signature 	Title President
Firm Name Superior Property Services, Inc	Date 4 - 2 - 2015

### TRANSMITTAL FORM TO REQUEST AN RFSQ SOLICITATION REQUIREMENTS REVIEW

*A Solicitation Requirements Review must be received by the County  
within ten 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 ten 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.)*

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Request submitted by:

\_\_\_\_\_  
*(Name)*

\_\_\_\_\_  
*(Title)*

***For County use only***

Date Transmittal Received by County: \_\_\_\_\_ Date Solicitation Released: \_\_\_\_\_

Reviewed by:

Results of Review - Comments:

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Date Response sent to Proposer: \_\_\_\_\_

CHARITABLE CONTRIBUTIONS CERTIFICATION

Superior Property Services, Inc.

Company Name

9129 Perkins St., Pico Rivera, CA 90660

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 of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

(✓) ( )

OR

YES NO

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

( ) (✓)

  
Signature

4-2-2015  
Date

Ron Bruneck, President

Name and Title (please type or print)

**TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION**


COMPANY NAME: Superior Property Services, Inc.		
COMPANY ADDRESS: 9129 Perkins St.		
CITY: Pico Rivera	STATE: CA	ZIP CODE: 90660

I am not requesting consideration under the County's Transitional Job Opportunities Preference Program.

I hereby certify that I meet all the requirements for this program:

- My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for three years (*attach IRS Determination Letter*);
- I have submitted my three most recent annual tax returns with my application;
- I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants, and any other information requested by the contracting department.

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

PRINT NAME: Ron Bruneck	TITLE: President
SIGNATURE: 	DATE: 4-2-2015

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

**PROPOSER'S LIST OF TERMINATED CONTRACTS**

Superior Property Services, Inc.

PROPOSER'S NAME: \_\_\_\_\_

Proposer has not had any contracts terminated in the past three years.

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

SERVICE: Graffiti Removal Services	TERMINATING DATE: August 30, 2012
NAME OF TERMINATING FIRM City of Rialto	
ADDRESS OF FIRM 128 N. Willow Ave. Rialto, CA	
CONTACT PERSON: Mr. Jeremy Hintz Ms. Susanne Wilcox	
TELEPHONE: (909) 208-5453	
FAX:	
E-MAIL: JHintz@rialtopd.com swilcox@rialto.ca.gov	

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

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

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

SIGNATURE: 

DATE: 4-2-2015

In the interest of full disclosure, we have added this terminated reference because it may or it may not fall within the 3 year time period.

I will try to offer a brief explanation as to why the City of Rialto contract was over looked with respect to Form PW-14 and why the contract was terminated. Our dealing with the City of Rialto began well over three years, ago, 2010, and resulted in us billing them for a total sum of \$14,333 over a short 4 month period. This contract represented a small portion of our total portfolio and involved such a very short time frame. Our staff responsible for completing the Forms for the Los Angeles County Proposal may not have thought to include The City of Rialto. In Addition the person most involved with overseeing the City of Rialto contract, Larry DeCrona was now retired.

Our dealings with the City of Rialto were probably destined to fail from the beginning. The City had a huge defect which resulted in major cutbacks and personnel changes. We dealt with several different people prior to being awarded a contract, all of whom had a different concept of the services being requested or required. Some felt the previous contractor was over billing at approximately \$16,000 per month and not doing much work and some, including Public Works, were very happy with their existing contractor. I think Superior just got caught in the middle of some very unhappy people. From the time we were contacted by the City in 2010 and entering into a contract with them in May of 2012 everything had changed.

In June 2012 Larry DeCrona attended a very contentious meeting with several of the City officials which resulted in a City councilman getting very angry with Mr DeCrona and his casual attire for their afternoon meeting. After that meeting Mr. DeCrona did receive an apology. However it was clear it was going to be very unpleasant working for these people and we advised them we would prefer to end our business relationship with them. After that meeting we began receiving several complaints and unusual requests which ultimately resulted in receiving a 30 day notice to terminate the contract. Since we were more than happy to be released from our obligation under this contract we made no effort to dispute any of their claims or point out how much money we had saved them; the amount of graffiti we had removed or the number of complements we had received form citizens. We made every effort to end the relationship on a positive note and committed additional equipment, labor and resources to the contract right up to the last day.

We do not believe our dealings with the City of Rialto should negatively impact any evaluation of Superiors ability to provide the highest level of Services. In the 15+ years Superior has been in business we have never found the necessity or been requested to terminate a contract. The City of Rialto is one of those rare occasions where you know

*[Handwritten signature]*  
65

it is in everyone's best interest to end the relationship and move on. It is my understanding the new City of Rialto Administrator has done an excellent job and along with the current elected officials have smoothed out the problems in the City.



4-2-2015

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: Superior Property Services, Inc.

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

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

A.  Pending Litigation       Threatened Litigation       Judgment (check one)

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

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B.  Pending Litigation       Threatened Litigation       Judgment (check one)

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

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Signature of Proposer:  Date: 4-7-2015



GRAFFITI REMOVAL SERVICES (2015-SQPA002)

PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION

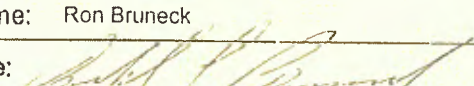
Superior Property Services, Inc.

Proposer's Name

9129 Perkins St., Pico Rivera, CA 90660

Address

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

Print Name: Ron Bruneck	Title: President
Signature: 	Date: 4 - 2 - 2015

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

The Proposer certifies that:



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

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


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

-OR-



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

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

Print Name: Ron Bruneck	Title: President
Signature: 	Date: 4-2-2015

**REQUEST FOR DVBE PREFERENCE PROGRAM CONSIDERATION FORM**

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

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

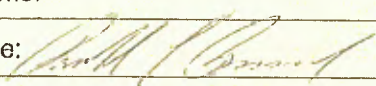
Vendor understands that in no instance shall the disabled veteran business enterprise preference program price or scoring preference be combined with any other County preference program to exceed eight percent (8%) in response to any County solicitation.

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

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

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

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

Name of Firm: Superior Property Services, Inc.	County Webven No. 51739001
Print Authorized Name: Ron Bruneck	Title: President
Authorized Signature: 	Date: 4-2-2015

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

GRAFFITI REMOVAL SERVICES (2015-SQPA002)

PROPOSER'S COMPLIANCE WITH MINIMUM REQUIREMENTS OF THE RFSQ

PROPOSER MUST CHECK A BOX IN EACH SECTION

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

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

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

1. Proposer or its managing employee must have a minimum of three years of experience performing graffiti abatement services.

Yes. Please complete the chart below. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your statement of qualification to validate this minimum mandatory requirement for scoring of your proposal in this category).

Proposer's Name	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience	Page Number*
Superior Property Services, Inc	09/1996 to 04/01/2015	Graffiti abatement services with Los Angeles County and numerous other cities, counties and private property owners	pg. 1

\*List the page number in the statement of qualification containing the proposer's experience

No. Proposer does not meet the experience requirement stated above. By checking this box, the statement of qualification will be immediately disqualified as nonresponsive.

Note: Proposer has to complete Section 1.2 of this form if the Minimum Mandatory Requirements, No. 1, of this RFSQ is being met by its managing employee.

GRAFFITI REMOVAL SERVICES (2015-SQPA002)


1.2. Proposer's Managing Employee must have a minimum of three years of experience performing graffiti abatement services.

Proposer's Managing Employee's Name	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience	Page Number*
Ron Bruneck	09/1996 to 04/01/2015	As Superiors' officer/director I have been responsible for overseeing all of the company's Graffiti Abatement contracts	Pg. 3

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

No. Proposer's managing employee does not meet the experience requirement stated above. By check this box, Statement of Qualifications will be immediately disqualified as nonresponsive.

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

Proposer's Name: Superior Property Services, Inc.	
Authorized representative Name: Ron Bruneck	
Signature: 	Date: 1-2-2015

## LOS ANGELES COUNTY CODE

## Title 2 ADMINISTRATION

## Chapter 2.201 Living Wage Program

2.201.010 Findings.

The Board of Supervisors finds that the County of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the County of Los Angeles. (Ord. 2007-0011 § 1, 2007; Ord. 99-0048 § 1 (part), 1999.)

2.201.20 Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

- A. "County" includes the County of Los Angeles, any County officer or body, any County department head, and any County employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full-time services to an employer, some or all of which are provided to the County of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a County of Los Angeles owned or leased facility.
- C. "Employer" means:
  - 1. An individual or entity who has a contract with the county:
    - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the County of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or
    - b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and
    - c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12-month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
  - 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the County.
- D. "Full-time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer, but in no event less than 35 hours worked per week.

- E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et. seq. of this code, entitled Contracting with Private Business. (Ord. 2007-0011 §2, 2007; Ord. 99-0048 § 1 (part), 1999.)

**2.201.30 Prospective effect.**

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.\* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable.

**2.201.040 Payment of living wage.**

- A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$9.64 per hour with health benefits, or \$11.84 per hour without health benefits.
- B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$2.20 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the County Department of Health Services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.
- C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section above for future contracts. Any adjustments to the living wage rate specified in subsection A and B that are adopted by the board of supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate.

**2.201.050 Other provisions.**

- A. Full-Time Employees. An employer shall assign and use full-time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the County the necessity to use non-full time employees based on staffing efficiency or the County requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The Chief Executive Officer and the Internal Services Department shall be responsible for the administration of this chapter. The Chief Executive Officer and the Internal Services Department may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The Chief Executive Officer in conjunction with the Internal Services Department shall issue written instructions on the

implementation and on-going administration of this Chapter. Such instructions may provide for the delegation of functions to other County departments.

- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the Chief Executive Officer in conjunction with the Internal Services Department. The Internal Services Department in conjunction with the Chief Executive Officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.
- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ordinance No. 99-0048 ' 1 (part), 1999.)

**2.201.60      Employer retaliation prohibited.**

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county Chief Executive Officer, or to the County Auditor/Controller, or to the County department administering the Proposition A contract or cafeteria services contract. (Ordinance No. 99-0048 ' 1 (part), 1999.)

**2.201.70      Employee retention rights.**

In the event that any Proposition A contract or cafeteria service contract is terminated by the County prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer:
  - 1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the Federal Fair Labor Standards Act;
  - 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
  - 3. Who is or will be terminated from his or her employment as a result of the County entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
  - 1. Has been convicted of a crime related to the job or his or her job performance; or
  - 2. Fails to meet any other County requirement for employees of a contractor.



- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ordinance No. 99-0048 ' 1 (part), 1999.)

**2.201.80 Enforcement and Remedies.**

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the State of California for damages caused by an employer's violation of this chapter.
- B. The County department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the Chief Executive Officer:
1. Assess liquidated damages as provided in the contract; and/or
  2. Recommend to the Board of Supervisors the termination of the contract; and/or
  3. Recommend to the Board of Supervisors that an Employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code.

**2.201.090 Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.
- D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:
1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
  2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
  3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
  4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time

and part-time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ordinance No. 99-0055 ' 1, 1999; Ordinance No. 99-0048 ' 1 (part), 1999.)

**2.201.100 Severability.** If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ordinance No. 99-0048 ' 1 (part), 1999.)

\*Editor's note: Ordinance 99-0048, which enacted Chapter 2.201, is effective on July 22, 1999.

**COUNTY OF LOS ANGELES LIVING WAGE PROGRAM**  
**APPLICATION FOR EXEMPTION**

The contract to be awarded pursuant to the RFSQ 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)

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) 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 L.W-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 Statement of Qualifications (RFSQ) 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 RFSQ, 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: 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: 4 - 2 - 2015
PLEASE PRINT NAME: Ron Bruneck	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 RFSQ describing the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code, Section 2.202.010 through 2.202.060), and understand that the Firm is subject to its terms.

LABOR LAW/PAYROLL VIOLATIONS:

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

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

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


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

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

HISTORY OF DEBARMENT (Check one):

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

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

  
\_\_\_\_\_  
Owner's/Agent's Authorized Signature

Ron Bruneck, President  
\_\_\_\_\_  
Print Name and Title

Superior Property Services, Inc.  
\_\_\_\_\_  
Print Name of Firm

7-2-2015  
\_\_\_\_\_  
Date

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

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

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

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

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

Additional Pages are attached for a total of \_\_\_\_\_ pages.

**GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS**

<p><b>COUNTY DETERMINATION</b></p> <p>Proposer Name: _____</p> <p>Contracting Department: _____</p> <p>Department Contact Person: _____</p> <p>Phone: _____</p>	<p><b>RANGE OF DEDUCTION</b> _____</p> <p>(Deduction is taken from the maximum evaluation points available)</p>	
	Proposer Fully Disclosed	Proposer <i>Did Not</i> Fully Disclose
<p><b>MAJOR</b> County determination, based on the Evaluation Criteria, that proposer has a record of very serious violations.*</p>	<p>8 - 10%</p> <p>Consider investigating a finding of proposer non-responsibility**</p>	<p>16 - 20%</p> <p>Consider investigating a finding of proposer non-responsibility**</p>
<p><b>SIGNIFICANT</b> County determination, based on the Evaluation Criteria, that proposer has a record of significant violations.*</p>	<p>4 - 7%</p>	<p>8 - 14%</p> <p>Consider Investigating a finding of proposer non-responsibility**</p>
<p><b>MINOR</b> 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><b>INSIGNIFICANT</b> 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><b>NONE</b> 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:

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

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



REQUESTED INFORMATION ON THE  
PROPOSER'S MEDICAL PLAN COVERAGE

Proposer: Superior Property Services, Inc.

Name of Proposer's Health Plan: Transchoice Advantage Date: 4/9/15

(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	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Employee only	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Employee + 1 dependent	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Employee + 2 dependents	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Employee + 3 dependents	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Proposer's portion of above health premium payment	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Employee only	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Employee + 1 dependent	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Employee + 2 dependents	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Employee + 3 dependents	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Any Annual Deductible?	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Per Person	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Per Family	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Any Annual Maximum Employee Out-of-Pocket Expense?	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Per Person	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Per Family	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Any Lifetime Maximum?	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Per Person	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Per Family	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Ambulance coverage	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Doctor's Office Visits	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Emergency Care	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Home Health Care	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Hospice Care	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Hospital Care	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Immunizations	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Maternity	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Mental Health	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Mental Health In-Patient Coverage	<input checked="" type="radio"/> Y <input type="radio"/> 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 0 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 6 DAYS.

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STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: GRAFFITI REMOVAL SERVICES

PROPOSER: \_\_\_\_\_

POSITION/TITLE	HOURS PER DAY							HOURS PER WEEK	ANNUAL HOURS (62 Wks per yr)	HOURLY WAGE RATE**	ANNUAL COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
(LIST EACH EMPLOYEE SEPARATELY)											
Graffiti Removal Crew		3	3	3	3	3	3	40	2080	\$	\$
Graffiti Removal Crew		3	3	3	3	3	3	40	2080	\$	\$
Graffiti Removal Crew		3	3	3	3	3	3	40	2080	\$	\$
Graffiti Removal Crew		3	3	3	3	3	3	40	2080	\$	\$
Graffiti Removal Crew		3	3	3	3	3	3	40	2080	\$	\$
										\$	\$
										\$	\$
										\$	\$
										\$	\$
										\$	\$
										\$	\$
										\$	\$
										\$	\$
Comments/Notes:	Total Annual Salaries \$										
	(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) \$										
	(5) Equipment Costs \$										
	(6) Service and Supply Costs \$										
	(7) General and Administrative Costs \$										
	(8) Profit \$										
	Total Annual Other Costs (5+6+7+8) \$										
	TOTAL ANNUAL PRICE \$										

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

\*\* Living wage rate shall be at least \$11.94 per hour.

\*\*\* Minimum cost for health insurance is \$2.20/hour if hourly wage rate is between \$9.64 and \$11.94, unless exemption from Living Wage requirements has been granted by the County.

Note: This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Proposer's annual price as quoted in Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

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

Name of Proposer \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS  
GRAFFITI REMOVAL SERVICES (2015-SQPA002)**

**INSTRUCTIONS**

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

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

**ADDITIONAL PAGES MAY BE ATTACHED OR RESPONSES CAN BE PROVIDED IN A SEPARATE DOCUMENT.**

**IDENTIFY EACH RESPONSE BY THE CORRESPONDING QUESTION NUMBER.**

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p><b>1. TRACKING HOURS WORKED</b></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>Biometric time clocks as well as GPS tracking system in each vehicle to verify breaks/lunch times</p> <p>Central warehouse with travel to work site</p> <p>Shift starts upon arrival to the central warehouse</p>

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QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p><b>2. REPORTING TIME</b> 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>Biometric time clocks and onsite supervisor verify arrival and departure times, as well as GPS tracking system reports from each vehicle</p>
<p><b>3. RECORDS OF ACTUAL TIME WORKED</b></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>Time sheets from biometric time clock, plus GPS tracking system reports</p> <p>Same as above</p> <p>Records and created and maintained daily</p> <p>Employee</p> <p>Supervisor and payroll department checks records for accuracy and completeness, they are also verified and compared to GPS reports</p> <p>Records and maintained and filed for 7 years</p> <p>Yes</p>

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Department:  Inc Sub  Employee:

View Superior  Sunday 5/11/2014 to Sunday 5/25/2014

Date	S	M	T	W	T	F	S	S	W	T	F	S	S
5/23/2014	11	12	13	14	15	16	17	18	19	20	21	22	23
In	14:04	05:58	05:58	05:58	06:12	05:58	05:57	05:58	05:57	05:57	05:57	05:56	05:57
Out	14:07	14:04	14:07	14:04	14:02	13:33	14:00	14:01	14:00	14:01	14:01	14:06	14:06
Punch Errors	9												9

Total Hours	0.00	8.15	7.83	8.10	7.83	7.58	0.00	0.00	8.07	8.05	8.07	8.17	0.00	0.00	0.00
Regular Hours	8.15	8.10	7.83	8.10	7.83	7.58	8.07	8.07	8.07	8.05	8.07	8.17	0.00	0.00	0.00
Department	8.15	8.10	7.83	8.10	7.83	7.58	8.07	8.07	8.07	8.05	8.07	8.17	0.00	0.00	0.00
Superior Property Services, Inc.															
Settings <input type="button" value="S"/> Legend <input type="button" value="L"/>															

Verification: Supervisor  Director

I certify that the above time card is correct.

Worked Hours	64.02	Regular Hours	64.02
Total Hours	64.02	Total Hours	64.02
Hours Pay <input type="checkbox"/>		Hours Pay <input type="checkbox"/>	\$0.00
Total Pay		Total Pay	\$0.00

Time Started	Time Ended	Distance	Max Speed	Driving Duration	Idling Duration	Stop Duration
Jul 16, 2014 9:50:04 AM	Jul 16, 2014 10:05:10 AM	2.7	29	15m	0m	13m
Jul 16, 2014 10:19:06 AM	Jul 16, 2014 10:24:00 AM	1.2	35	4m	0m	7m
Jul 16, 2014 10:31:54 AM	Jul 16, 2014 10:36:16 AM	1.1	38	4m	0m	23m
Jul 16, 2014 10:59:23 AM	Jul 16, 2014 11:04:12 AM	0.5	25	4m	0m	21m
Jul 16, 2014 11:25:46 AM	Jul 16, 2014 11:47:00 AM	3.1	41	21m	6m	6m
Jul 16, 2014 11:53:09 AM	Jul 16, 2014 12:06:34 PM	2.7	40	13m	0m	1m
Jul 16, 2014 12:08:20 PM	Jul 16, 2014 12:11:00 PM	0.2	15	2m	0m	8m
Jul 16, 2014 12:19:42 PM	Jul 16, 2014 12:40:25 PM	3.2	27	20m	0m	9m
Jul 16, 2014 12:49:47 PM	Jul 16, 2014 1:04:40 PM	1.8	24	14m	0m	19m
Jul 16, 2014 1:23:56 PM	Jul 16, 2014 1:51:32 PM	7.0	40	27m	0m	16m 15m
Jul 17, 2014 6:07:06 AM	Jul 17, 2014 6:27:20 AM	8.1	64	20m	0m	10m
Jul 17, 2014 6:37:51 AM	Jul 17, 2014 7:02:10 AM	5.1	38	24m	0m	9m
Jul 17, 2014 7:12:05 AM	Jul 17, 2014 7:34:43 AM	1.0	26	22m	7m	7m
Jul 17, 2014 7:42:21 AM	Jul 17, 2014 7:46:55 AM	1.0	38	4m	0m	13m
Jul 17, 2014 8:00:28 AM	Jul 17, 2014 8:13:34 AM	1.8	41	13m	3m	3m
Jul 17, 2014 8:17:08 AM	Jul 17, 2014 8:19:50 AM	0.9	32	2m	3m	3m
Jul 17, 2014 8:23:26 AM	Jul 17, 2014 8:26:32 AM	0.9	32	3m	2m	2m
Jul 17, 2014 8:29:30 AM	Jul 17, 2014 8:32:26 AM	0.7	33	2m	0m	4m
Jul 17, 2014 8:37:09 AM	Jul 17, 2014 8:40:14 AM	0.5	27	3m	0m	14m
Jul 17, 2014 8:55:08 AM	Jul 17, 2014 9:08:15 AM	4.3	38	13m	0m	2m
Jul 17, 2014 9:10:55 AM	Jul 17, 2014 9:15:49 AM	1.0	29	4m	0m	2m
Jul 17, 2014 9:17:55 AM	Jul 17, 2014 9:35:13 AM	3.4	32	17m	0m	4m
Jul 17, 2014 9:39:22 AM	Jul 17, 2014 9:48:33 AM	2.8	37	9m	0m	8m

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?

NONE

Supervisor and Office Manager

yes,

Supervisor and payroll department checks for accuracy and completeness, they are also verified and compared to GPS reports

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 breaks into GPS cell phone, which can be verified in real time.

yes, we maintain GPS reports

Supervisor and office manager



QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>6. <b>HOW PAYROLL IS PREPARED</b></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>Office manager enters payroll information from time sheets into our Quickbooks Payroll System. Quickbooks prepares payroll checks and automatically adjusted.</p> <p>Employees are issued a payroll check prepared by Quickbooks Payroll Service. We then print out the checks in our office</p> <p>Single checks are made for all sums owed to employee</p> <p>Sample attached. All items listed</p>

**GRANDPOINT**  
 Grandpoint Bank  
 1960 El Camino, Suite 200  
 El Segundo, CA 90245  
 90-4456-1222

**SUPERIOR PROPERTY SERVICES, INC**  
 9129 PERKINS ST  
 PICO RIVERA, CA 90660-4512  
 (562) 801-9200

5/1/2014

PAY TO THE ORDER OF  
 ADVISE OF DEPOSIT - NON-NEGOTIABLE

\*\*\*\*\*  
 \$  
 \*\*\*\*\*

DOLLARS



**SUPERIOR PROPERTY SERVICES, INC**  
 9129 PERKINS ST., PICO RIVERA, CA 90660  
 Employee

4,897.3

SSN: [REDACTED] Status (Fed/State): Single/Single  
 Pay Period: 04/11/2014 - 04/25/2014  
 Allowances/Extra: Fed-10/CA-10  
 Pay Date: 05/01/2014

Exemptions and Hours	Hours	Rate	Current	YTD Amount
Hourly Rate	88.00	9.75	858.00	6,708.00
Overtime Rate	8.00	14.63	117.04	1,067.98
Sick Hourly Rate			0.00	78.00
	96.00		975.04	7,853.99

Taxes	Current	YTD Amount
Federal Withholding	-88.00	-717.00
Social Security Employee	-60.48	-486.95
Medicare Employee	-14.14	-113.88
CA - Withholding	-10.93	-92.17
CA - Disability Employee	-9.75	-78.54
Net Pay	-184.28	-1,488.54
Direct Deposit	790.76	6,365.45

Amount	YTD Used	Available
790.76	8.00	-82.00
	0.00	-88.00

Superior Property Services, Inc., 9129 Perkins St., Pico Rivera, CA 90660

Powered by Intuit Payroll

QUESTION

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

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?

We manually enter the hours worked to a Quickbooks program to generate payroll checks. After reviewing payroll sheets from biometric time clock, office manager and supervisor sign off and hours are entered to create paycheck.

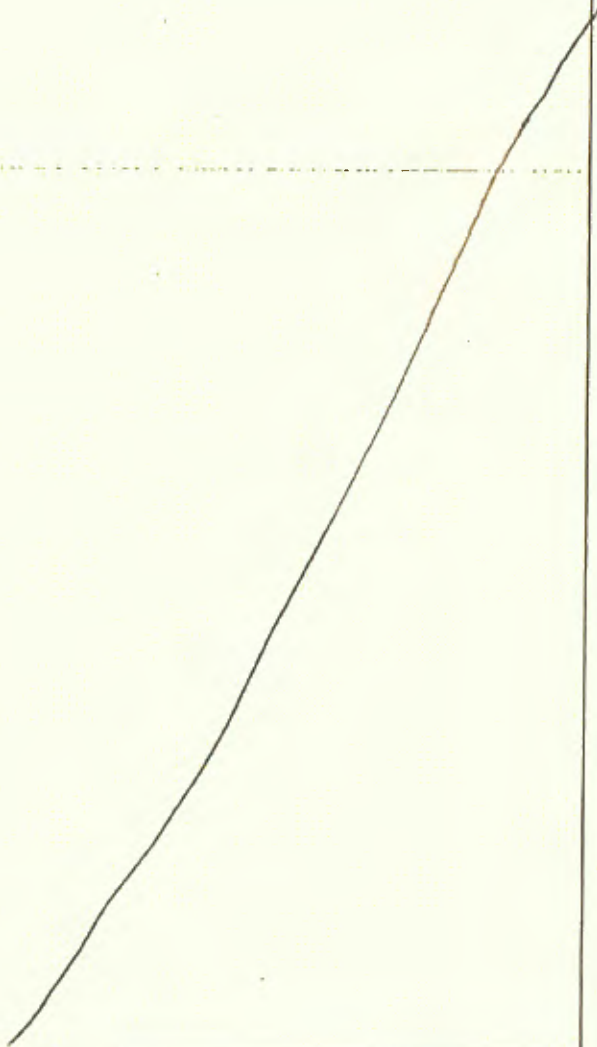
If employee has multiple rates, different rates are entered and hours worked are entered on the specific rate.

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?



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 the employee starts the shift

Travel time is paid at base rate or overtime rate, if applicable

3 hours plus travel to the next location area paid at the LW rate. Shift starts at the next location and time back to the 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?

overtime is any hours over 8 hours per day or 40 hours per week

overtime is prorated based on the specific hours for each wage rate

Print Name:

Ron Bruneck, President

Company:

Superior Property Services, Inc.

Signature:



Date:

4-2-2015

**County of Los Angeles  
District 1 - East**

Graffiti Removal Services

**Proposal**  
2018-PA018

April 3, 2018



**SUPERIOR**

**Superior Property Services, Inc.  
Superior Graffiti Solutions**

9129 Perkins St.  
Pico Rivera, CA 90660  
(562) 801-9200  
FAX (562) 801-9230  
(800) 741-2532  
Website: [www.4superior.com](http://www.4superior.com)



# Superior Property Services, Inc

Superior Graffiti Services  
Superior Graffiti Solutions

April 3, 2018

County of Los Angeles  
Department of Public Works  
Attn.: Mr. Mark Estrella, Director of Public Works  
900 S. Fremont Ave.  
Alhambra, CA 91803-1331

RE: Graffiti Removal Services District 1 – East (2018-PA018)

Dear Mr. Estrella,

Superior is pleased to submit the enclosed proposal to the County of Los Angeles for “Graffiti Removal Services District 1 – East (2018-PA018).”

We have reviewed the information provided and are confident Superior can meet all the requirements as outlined in your RFP

The following are the individuals authorized to make representations with respect to this proposal:

Ron Bruneck, President  
9129 Perkins St.  
Pico Rivera, CA 90660  
[Ron@4superior.com](mailto:Ron@4superior.com)

Nancy Hernandez, Vice President  
9129 Perkins St.  
Pico Rivera, CA 90660  
[Nancy@4superior.com](mailto:Nancy@4superior.com)

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 (562) 801-9200 should you or your staff has any questions.

Respectfully,

Superior Property Services, Inc.

Ron Bruneck  
President

Legal Name	Registration Number	County	City	License Type/Number(s)	Current Status	Registration Date	Expiration Date
SUPERIOR PROPERTY SERVICES, INC	1000015206	LOS ANGELES	PICO RIVERA	CSLB 835687	Active	05/11/2017	06/30/2018



CONTRACTORS  
STATE LICENSE BOARD  
ACTIVE LICENSE



License Number: **835687**

Entity: CORP

Business Name: SUPERIOR PROPERTY SERVICES  
INC

Class/Category: C33 C61/D38

Expiration Date: 04/30/2018

[www.cslb.ca.gov](http://www.cslb.ca.gov)







LOS ANGELES COUNTY  
**CONSUMER &  
BUSINESS AFFAIRS**

Brian J. Stiger  
Director

Los Angeles County  
Board of Supervisors

Hilda L. Solis  
Mark Ridley-Thomas  
Sheila Kuehl  
Janice Hahn  
Kathryn Barger

January 30, 2018

SUPERIOR PROPERTY SERVICES INC  
9129 Perkins St.  
Pico Rivera, CA 90660

Vendor #: 517390

Certification Record #: 8913

**CERTIFICATION LETTER FOR NON-FEDERALLY FUNDED COUNTY SOLICITATIONS**

Dear SUPERIOR PROPERTY SERVICES INC:

Congratulations! Your business is now certified as a Local Small Business Enterprise (LSBE) with the County of Los Angeles effective as of the date of this letter. Your LSBE certification expiration date is based on your State of California Department of General Services' (DGS) small business certification. Your certification expires on January 31, 2020.

Your business is eligible for LSBE preference consideration in those County of Los Angeles solicitations which include the "Request for Preference Consideration" form. You must complete the form and provide your Vendor Number in your bid/proposal along with a copy of this approval letter for each response to receive the preference.

Additionally, the Board of Supervisors established a "Countywide Small Business Payment Liaison and Prompt Pay Program". As a certified LSBE, your company is now eligible for a 15-day prompt payment. Please call the Small Business Services office at 855-230-6430 or send an email to [cbesbe@dcba.lacounty.gov](mailto:cbesbe@dcba.lacounty.gov) to request your free Prompt Payment Stamp and instructions.

The County of Los Angeles Department of Consumer and Business Affairs reserves the right to request additional information and/or conduct an on-site visit to verify your company's eligibility for the program. Please contact our office immediately if your business experiences any changes that could affect eligibility during the certification period.

Again, congratulations on your certification. If you have any questions about our LSBE Program, please call us at 323-881-3964, visit our website at <http://dcba.lacounty.gov> or email us at [cbesbe@dcba.lacounty.gov](mailto:cbesbe@dcba.lacounty.gov).

Sincerely,

BRIAN J. STIGER  
DIRECTOR

SABRA PURIFOY  
Acting Deputy Director  
BJS:SP



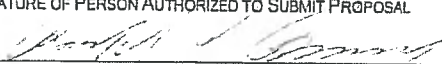
500 W. Temple St., Room B-96 • Los Angeles, CA 90012-2706 • toll-free 800.593.8222 • phone 213.974.1452 • fax 213.687.1137

[dcba.lacounty.gov](http://dcba.lacounty.gov)

**SCHEDULE OF PRICES  
FOR  
GRAFFITI REMOVAL SERVICES DISTRICT 1 - EAST (2018-PA018)**

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. 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	UNIT	UNIT PRICE	ESTIMATED NUMBER OF UNITS	ANNUAL PRICE (Unit Price X Estimated Number of Units)
Graffiti Removal Services (Exhibit A, Scope of Work)	Month	\$ <u>15,851.38</u>	12	\$ <u>190,216.56</u>
<b>TOTAL ANNUAL PROPOSED PRICE = \$ <u>190,216.56</u></b>				

LEGAL NAME OF PROPOSER Superior Property Services, Inc.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON President		
DATE March 16, 2018	STATE CONTRACTOR'S LICENSE NUMBER 835687	LICENSE TYPE C33, C61/D38
PROPOSER'S ADDRESS: 9129 Perkins St., Pico Rivera, CA 90660		
PHONE (562) 801-9200	FACSIMILE (562) 801-9230	E-MAIL Ron@4superior.com

**SCHEDULE OF PRICES  
FOR  
GRAFFITI REMOVAL SERVICES DISTRICT 1 - EAST (2018-PA018)**

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. 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.

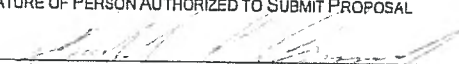
DESCRIPTION	UNIT	UNIT PRICE	ESTIMATED NUMBER OF UNITS	ANNUAL PRICE (Unit Price X Estimated Number of Units)
Graffiti Removal Services (Exhibit A, Scope of Work)	Month	\$ <u>15,018.05</u>	12	\$ <u>180,216.60</u>
<b>TOTAL ANNUAL PROPOSED PRICE = \$ <u>180,216.60</u></b>				

LEGAL NAME OF PROPOSER Superior Property Services, Inc.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON President		
DATE March 16, 2018	STATE CONTRACTOR'S LICENSE NUMBER 835687	LICENSE TYPE C33, C61/D38
PROPOSER'S ADDRESS:  9129 Perkins St., Pico Rivera, CA 90660		
PHONE (562) 801-9200	FACSIMILE (562) 801-9230	E-MAIL Ron@4superior.com

**SCHEDULE OF PRICES  
FOR  
GRAFFITI REMOVAL SERVICES DISTRICT 1 - EAST (2018-PA018)**

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. 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	UNIT	UNIT PRICE	ESTIMATED NUMBER OF UNITS	ANNUAL PRICE (Unit Price X Estimated Number of Units)
Graffiti Removal Services (Exhibit A, Scope of Work)	Month	\$ <u>12,988.87</u>	12	\$ <u>155,866.44</u>
<b>TOTAL ANNUAL PROPOSED PRICE =</b>				\$ <u>155,866.44</u>

LEGAL NAME OF PROPOSER Superior Property Services, Inc.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON President		
DATE March 16, 2018	STATE CONTRACTOR'S LICENSE NUMBER 835687	LICENSE TYPE C33, C61/D38
PROPOSER'S ADDRESS:  9129 Perkins St., Pico Rivera, CA 90660		
PHONE (562) 801-9200	FACSIMILE (562) 801-9230	E-MAIL Ron@4superior.com

**SCHEDULE OF PRICES  
FOR  
GRAFFITI REMOVAL SERVICES DISTRICT 1 - EAST (2018-PA018)**

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. 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	UNIT	UNIT PRICE	ESTIMATED NUMBER OF UNITS	ANNUAL PRICE (Unit Price X Estimated Number of Units)
Graffiti Removal Services (Exhibit A, Scope of Work)	Month	\$ 13,330.53	12	\$ 159,966.36
<b>TOTAL ANNUAL PROPOSED PRICE = \$ 159,966.36</b>				

LEGAL NAME OF PROPOSER Superior Property Services, Inc.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON President		
DATE March 16, 2018	STATE CONTRACTOR'S LICENSE NUMBER 835687	LICENSE TYPE C33, C61/D38
PROPOSER'S ADDRESS: 9129 Perkins St., Pico Rivera, CA 90660		
PHONE (562) 801-9200	FACSIMILE (562) 801-9230	E-MAIL Ron@4superior.com

## SUMMARY SHEET OF SCHEDULE OF PRICES

## FOR

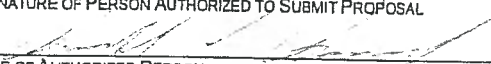
## GRAFFITI REMOVAL SERVICES DISTRICT 1 - EAST (2018-PA018)

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. 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.

NOTE: Bidder must provide pricing for ALL contract terms including the 4th term. Any submitted bid that does not include pricing for all terms maybe rejected at the sole discretion of the County.

It is the responsibility of the Bidder to calculate the Proposal price to take into consideration a possible escalation of wages, materials, and other costs during the Contract period. The Board, County, Public Works, District(s), or Director make no representations regarding future costs or the rate of wages that may become necessary to pay employees of the Contractor for the work performed during the Contract period.

ITEM	TERMS	ANNUAL PRICE
1	GRAFFITI REMOVAL SERVICES DISTRICT 1 - EAST (Initial Term)	\$ 190,216.56
2	GRAFFITI REMOVAL SERVICES DISTRICT 1 - EAST (Option Year 1)	\$ 180,216.60
3	GRAFFITI REMOVAL SERVICES DISTRICT 1 - EAST (Option Year 2)	\$ 155,866.44
4	GRAFFITI REMOVAL SERVICES DISTRICT 1 - EAST (Option Year 3)	\$ 159,966.36
<b>TOTAL PRICE FOR YEARS 1 THROUGH 4</b>		\$ 686,265.96
<b>AVERAGE TOTAL PRICE FOR YEARS 1 THROUGH 4 (TOTAL PRICE FOR YEARS 1 THROUGH 4 ÷ 4 YEARS)</b>		\$ 171,566.49

LEGAL NAME OF PROPOSER Superior Property Services, Inc.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON President		
DATE March 16, 2018	STATE CONTRACTOR'S LICENSE NUMBER (IF APPLICABLE) 835687	LICENSE TYPE (IF APPLICABLE) C33, C61/D38
PROPOSER'S ADDRESS: 9129 Perkins St., Pico Rivera, CA 90660		
PHONE (562) 801-9200	FACSIMILE (562) 801-9230	E-MAIL Ron@4superior.com

**FORM PW-9.1 (SUPPLEMENTAL)**

**County of Los Angeles  
Request for County's Preference Program Consideration and  
CBE Firm/Organization Information Form**

**I. INSTRUCTIONS:** Businesses requesting preference consideration must complete and return this form for proper consideration of the proposal. Businesses may request consideration for one or more preference programs. Check all certifications that apply.\*

**I MEET ALL OF THE REQUIREMENTS AND REQUEST THIS PROPOSAL BE CONSIDERED FOR THE PREFERENCE PROGRAM(S) SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER ISSUED BY THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED.**

**Request for Local Small Business Enterprise (LSBE) Program Preference**

- Certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one (1) year; or
- Certified as a LSBE with other certifying agencies under DCBA's inclusion policy that has its principal place of business located in Los Angeles County and has revenues and employee sizes that meet the State's Department of General Services requirements; and
- Certified as a LSBE by the DCBA.

**Request for Social Enterprise (SE) Program Preference**

- A business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and
- Certified as a SE business by the DCBA.

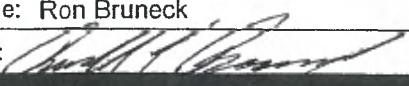
**Request for Disabled Veterans Business Enterprise (DVBE) Program Preference**

- Certified by the State of California, or
- Certified by U.S. Department of Veterans Affairs as a DVBE; or
- Certified as a DVBE with other certifying agencies under DCBA's inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned small business by the Veterans Administration; and
- Certified as a DVBE by the DCBA.

**\*BUSINESS UNDERSTANDS THAT ONLY ONE OF THE ABOVE PREFERENCES WILL APPLY. IN NO INSTANCE SHALL ANY OF THE ABOVE LISTED PREFERENCE PROGRAMS PRICE OR SCORING PREFERENCE BE COMBINED WITH ANY OTHER COUNTY PROGRAM TO EXCEED FIFTEEN PERCENT (15%) IN RESPONSE TO ANY COUNTY SOLICITATION.**

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

**DCBA certification is attached.**

Name of Firm Superior Property Services, Inc.		County Webven No. 517390	
Print Name: Ron Bruneck		Title: President	
Signature: 		Date: March 16, 2018	
<b>Reviewer's Signature</b>	<b>Approved</b>	<b>Disapproved</b>	<b>Date</b>

**FORM PW-9.1 (SUPPLEMENTAL)**

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: 517390

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.

<b>Business Structure:</b>	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners): 35						
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	29	2
Asian or Pacific Islander						
American Indian						
Filipino						
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	%	%	%	%	%	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. Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

**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: March 16, 2018
-----------------------	---------------------	-------------------------



GAIN and GROW EMPLOYMENT COMMITMENT

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

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov) and [BSERVICES@wdacs.lacounty.gov](mailto:BSERVICES@wdacs.lacounty.gov).

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

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

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


\_\_\_\_\_ YES (subject to verification by County)       NO

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

YES      \_\_\_\_\_ NO

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

YES      \_\_\_\_\_ NO      \_\_\_\_\_ N/A (Program not available)

Signature 	Title President
Firm Name Superior Property Services, Inc.	Date March 16, 2018

## ZERO TOLERANCE HUMAN TRAFFICKING POLICY CERTIFICATION


Company Name: Superior Property Services, Inc.		
Company Address: 9129 Perkins St.		
City: Pico Rivera	State: CA	Zip Code: 90660
Telephone Number: (562) 801-9200	Email Address: Ron@4superior.com	
Solicitation/Contract for <u>Graffiti Removal Services District 1-East (2018-PA018)</u> Services		

## PROPOSER CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Proposer acknowledges and certifies compliance with Exhibit B, Section 1.00, Compliance with County's Zero Tolerance Human Trafficking Policy, of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's Zero Tolerance Human Trafficking Policy may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

**I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.**

Print Name: Ron Bruneck	Title President
Signature: 	Date: March 16, 2018

**BIDDER'S COMPLIANCE WITH THE MINIMUM MANDATORY  
REQUIREMENTS OF THE INVITATION FOR BIDS  
GRAFFITI REMOVAL SERVICES DISTRICT 1 - EAST (2018-PA018)**

**BIDDER MUST CHECK A BOX IN EACH SECTION**

Important Note: The information on this form is subject to verification.

At the time of Bids Submission, Bidder must meet the following minimum mandatory requirements:

1. Bidder must hold a valid and active C-33 State of California-issued Contractor's License.

Yes. Bidder possess a valid and active C-33 State of California-issued Contractor's License.

License No.	Name of the License Holder	Valid Dates	Page Number(s)*
835687	Superior Property Services, Inc.	4/30/17 ~ 4/30/18	3

\*List the page number in the bid containing a copy of the license.

No. Bidder **does not** possess a valid and active C-33 State of California-issued Contractor's License. **By checking this box, the Bid Submission will be immediately disqualified as nonresponsive.**

2. Bidder or its managing employee must have a minimum of 3 years of experience performing graffiti abatement services.

Yes. Bidder or its managing employee meets the experience requirement stated above.

Bidder's name	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience
Superior Property Services, Inc.	09/1996	Superior has provided graffiti abatement services to the County of Los Angeles since 1996. We have had a great relationship with County personnel, as well as a great response time to all request.
	to current date	

No. Bidder does not meet the experience requirement stated above

**Note: Bidder has to complete Section 2.2 of this form if the Minimum Mandatory Requirements, No. 2, of this IFB is being met by its managing employee.**

2.2. Bidder's Managing Employee must have a minimum of 3 years of experience performing graffiti abatement services.

Bidder's Managing Employee's Name	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience
Ron Bruneck	09/1996 to	As Superiors' officer/director, I have been responsible for overseeing all of the company's graffiti abatement contracts.
	current date	

No. Bidder or it's managing employee does not meet the experience requirement stated above. **By checking this box, the Bid Submission will be immediately disqualified as nonresponsive.**

3. Bidder must submit proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5. **Pending registrations will not be accepted.**

Yes. Bidder has submitted proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5

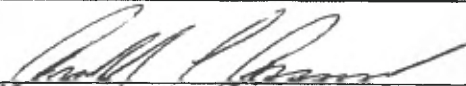
Name of Registration Holder	Registration No.	Registration Date	Expiration Date
Superior Property Services, Inc.	1000015206	05/11/2017	06/30/2018

No. Bidder has NOT submitted proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration. **By checking this box, the Bid Submission will be immediately disqualified as nonresponsive.**

3.1 Prevailing Wage Payment Affirmation:

- Yes. Bidder has determined the appropriate prevailing wage classifications needed to perform the work requested and prevailing wage work shall be paid Prevailing Wages in compliance with the California Labor Code when conducting activities that are subject to prevailing wage. These rates must be included in Form LW-8, Cost Methodology.
- No. Bidder has not determined the appropriate prevailing wage classifications needed to perform the work requested and Bidder will not pay prevailing wages in compliance with the California Labor Code when conducting activities that are subject to prevailing wage. And/Or the rates Included in Form LW-8, Cost Methodology, do not demonstrate payment of prevailing wages for the work. **By checking this box, the Bid Submission will be immediately disqualified as nonresponsive.**

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

Bidder's Name: Superior Property Services, Inc.	
Authorized representative Name: Ron Bruneck	
Signature: 	Date: March 16, 2018

FORM LW-3.1 (SUPPLEMENTAL)

**Living Wage Rate Annual Adjustments**

The Living Wage Ordinance is applicable to Proposition A and cafeteria services contracts. Employers shall pay employees a Living Wage for their services provided to the county of no less than the hourly rates and effective dates as follows:

<b>Effective Date</b>	<b>Hourly Rate</b>
March 1, 2016	\$13.25
January 1, 2017	\$14.25
January 1, 2018	\$15.00
January 1, 2019	\$15.79

Effective January 1, 2020, the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

The Chief Executive Office (CEO) will issue a memo advising departments of the CPI to be used when determining the Living Wage rate effective January 1, 2020, and every year thereafter.

**Instructions to complete PW-2s, Schedule of Prices and LW-8s, Cost Methodology**

The Contract's terms and the anniversary of the Living Wage rate increases are not the same dates. For example, the Contract may start from October 1, 2017, and will end September 30, 2018, which covers two different rates of Living Wage.

This means in the same Contract term, for example, the first option term, contractor must adhere to two different rates of Living Wage.

Each Contract term has its own Form PW-2 and Form LW-8.

**Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATE IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE.**

For example, contractor's term cover from October 1, 2017 to December 31, 2017, the Living Wage rate is \$14.25 and from January 1, 2018 to August 31, 2018, the Living Wage rate is \$15.00, therefore; the Contractor's LW-8 for this period must be \$15.00 or higher or Contractor's LW-8 clearly shows the two rates during those periods.

Each Contract term proposed prices indicated in Form PW-2, Schedule of Prices, must be equal to each Form LW-8.

FORM LW-4.1 (SUPPLEMENTAL)

COUNTY OF LOS ANGELES

ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE FOR LIVING WAGE ORDINANCE AND CONTRACTOR NONRESPONSIBILITY DEBARMENT

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

The Agent is required to check each of the following two boxes:

LIVING WAGE ORDINANCE:

- The Agent has read the County's Living Wage Ordinance (Los Angeles County Code, Section 2.201.010 through 2.201.100), and understands that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

- The Agent has read the County's Determinations of Contractor Nonresponsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understands 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 an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of the proposal; OR
- The Firm HAS been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of this proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

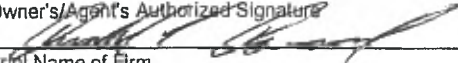
History of Determinations of Labor Law /Payroll Violations (Check One):

- There HAS BEEN NO determination by a public entity within three (3) 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 three (3) years of the date of the proposal that the Firm committed a Labor Law/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 (10) years; OR
- The Firm HAS been debarred by a public entity within the past ten (10) years. Provide the pertinent information (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) on the attached Labor/Payroll/Debarment History form.

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

Owner's/Agent's Authorized Signature 	Print Name and Title Ron Bruneck, President
Print Name of Firm Superior Property Services, Inc.	Date March 16, 2018

FORM LW-7.1 (SUPPLEMENTAL)

PROPOSER'S EMPLOYEE BENEFITS

Proposer: Superior Property Services, Inc.,

Name of Proposer's Health Plan: N/A Date: 3/16/18

Medical Insurance/Health Plan:

Employer Pays \$ \_\_\_\_\_ Employee Pays \$ \_\_\_\_\_ Total Mo. Premium \$ \_\_\_\_\_

Annual Deductible  
Employee \$ \_\_\_\_\_ Family \$ \_\_\_\_\_

Coverage (✓)

- Hospital Care (In Patient \_\_\_\_\_ Out Patient \_\_\_\_\_)
- X-Ray and Laboratory
- Surgery
- Office Visits
- Pharmacy
- Maternity
- Mental Health/Chemical Dependency, In Patient
- Mental Health/Chemical Dependency, Out Patient

Dental Insurance:

Employer Pays \$ \_\_\_\_\_ Employee Pays \$ \_\_\_\_\_ Total Mo. Premium \$ \_\_\_\_\_

Life Insurance:

Employer Pays \$ \_\_\_\_\_ Employee Pays \$ \_\_\_\_\_ Total Mo. Premium \$ \_\_\_\_\_

Vacation:

Number of Days 5 and

Any increase after 3 years of employment, number of days or hours 8

Sick Leave:

Number of Days 3 and

Any increase after - years of employment, number of days or hours -

Holidays:

Number of Days \_\_\_\_\_ per year

Retirement:

Employer Pays \$ \_\_\_\_\_ Employee Pays \$ \_\_\_\_\_ Total Premium \$ \_\_\_\_\_



FORM LW-8.1  
INITIAL TERM

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT GRAFFITI REMOVAL SERVICES DISTRICT 1 - EAST (2018-PA018)  
PROPOSER: SUPERIOR PROPERTY SERVICES INC.

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	APPROXIMATE HOURS (52 X Hrs per wk)	HOURLY WAGE RATE**	ANNUAL COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Graffiti Abatement Crew		8	8	8	8	8	8	40	2090	\$29.00	60,320.00
GAC - Pressure Washing		3		3				9	468	\$29.00	13,572.00
Supervisor - Quality Control Inspector		1	1	0	1	0		3	156	\$20.00	3,120.00
									0		0.00
									0		0.00
									0		0.00
									0		0.00
									0		0.00
									0		0.00
									0		0.00
									0		0.00
									0		0.00
Comments/Notes:											
Total Annual Salaries											
(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)											
(5) Equipment Costs											
(6) Service and Supply Costs											
(7) General and Administrative Costs											
(8) Profit											
Total Annual Other Costs (5+6+7+8)											
TOTAL ANNUAL PRICE											
190,216.56											

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

\*\*Living wage rate shall be at the wage rate as set forth in Form LW-1 Los Angeles County Code Chapter 2.201 - Living Wage Program Hourly rates that are not in compliance may subject your proposal to rejection. Note: This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance, 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. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2.1, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2.1, Schedule of Prices, and this cost methodology, Form LW-8.1, the correctly calculated price indicated in Form PW-2.1, Schedule of Prices, shall prevail.

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

Superior Property Services, Inc. \_\_\_\_\_  
Name of Proposer

\_\_\_\_\_  
Signature

2-Apr-18 \_\_\_\_\_  
Date

FORM LW-8.2  
OPTION YEAR 1

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT GRAFFITI REMOVAL SERVICES DISTRICT 1 - EAST (2018-PA018)  
PROPOSER: SUPERIOR PROPERTY SERVICES INC.

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	APPROXIMATE HOURS (52 X Hrs per wk)	HOURLY WAGE RATE**	ANNUAL COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Graffiti Abatement Crew		8	8	8	8	8	8	40	2080	\$29.00	60,320.00
GAC - Pressure Washing		3		3			3	9	468	\$29.00	13,572.00
Supervisor - Quality Control Inspector		1	1	0	1	0	0	3	156	\$20.00	3,120.00
									0		0.00
									0		0.00
									0		0.00
									0		0.00
									0		0.00
									0		0.00
									0		0.00
<b>Comments/Notes:</b> Total Annual Salaries 77,012.00 (1) Vacations, Sick Leave, Holiday *** 40,046.24 (2) Health Insurance 0.00 (3) Payroll Taxes & Workers' Compensation 15,402.40 (4) Welfare and Pension 0.00 Total Annual Employee Benefits (1+2+3+4) 55,448.64 (5) Equipment Costs 3,600.00 (6) Service and Supply Costs 13,600.00 (7) General and Administrative Costs 2,800.00 (8) Profit Total Annual Other Costs (5+6+7+8) 27,755.96 TOTAL ANNUAL PRICE 180,216.60											

\*\*Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATE IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE.

\*\*\*Include the Prevailing Wage Fringe Benefits for Items 1,2 & 4

\* All employees shown must be FULL-TIME employees of the Bidder unless exemption to use Part-Time employees has been granted by the County

\*\*Living wage rate shall be at the wage rate as set forth in Form LW-1 Los Angeles County Code Chapter 2.201 - Living Wage Program Hourly rates that are not in compliance may subject your proposal to rejection. Note: This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance, 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 Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These cost, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2.1, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2.1, Schedule of Prices, and this cost methodology, Form LW-8.1 the correctly calculated price indicated in Form PW-2.1, Schedule of Prices, shall prevail.

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

Superior Property Services, Inc. \_\_\_\_\_  
Name of Proposer

\_\_\_\_\_  
Signature

2-Apr-18 \_\_\_\_\_  
Date

**FORM LW-8.3  
OPTION YEAR 2**

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT GRAFFITI REMOVAL SERVICES DISTRICT 1 - EAST (2018-PA018)  
 PROPOSER: SUPERIOR PROPERTY SERVICES INC.

POSITION/TITLE* (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	APPROXIMATE HOURS (52 X Hrs per wk)	HOURLY WAGE RATE**	ANNUAL COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Graffiti Abatement Crew		8	8	8	8	8	8	40	2080	\$29.00	60,320.00
GAC - Pressure Washing		3			3		3	9	468	\$29.00	13,572.00
Supervisor - Quality Control Inspector		1	1	0	1	0	0	3	156	\$20.00	3,120.00
									0	\$29.00	0.00
									0	0.00	0.00
									0	0.00	0.00
									0	0.00	0.00
									0	0.00	0.00
									0	0.00	0.00
									0	0.00	0.00
<b>Comments/Notes:</b>											
Total Annual Salaries											
77,012.00											
**Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATE IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE.											
***Include the Prevailing Wage Fringe Benefits for Items 1,2 & 4											
Total Annual Employee Benefits (1+2+3+4)											
47,747.44											
Total Annual Other Costs (5+6+7+8)											
11,207.00											
TOTAL ANNUAL PRICE											
155,866.44											

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

\*\*Living wage rate shall be at the wage rate as set forth in Form LW-1 Los Angeles County Code Chapter 2.201 - Living Wage Program Hourly rates that are not in compliance may subject your proposal to rejection. Note: This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance, working supervisor, etc) and 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. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2.1, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2.1, Schedule of Prices, and this cost methodology, Form LW-8.1, the correctly calculated price indicated in Form PW-2.1, Schedule of Prices, shall prevail.

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

Superior Property Services, Inc. \_\_\_\_\_  
 Name of Proposer

\_\_\_\_\_  
 Signature

2-Apr-18 \_\_\_\_\_  
 Date

FORM LW-8.4  
OPTION YEAR 3

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT GRAFFITI REMOVAL SERVICES DISTRICT 1 - EAST (2018-PA018)  
PROPOSER: SUPERIOR PROPERTY SERVICES INC.

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	APPROXIMATE HOURS (52 X Hrs per wk)	HOURLY WAGE RATE**	ANNUAL COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Graffiti Abatement Crew		8	8	8	8	8	8	40	2080	\$29.00	60,320.00
GAC - Pressure Washing		3		3				9	468	\$29.00	13,572.00
Supervisor - Quality Control Inspector		1	1	0	1	0		3	156	\$20.00	3,120.00
									0		0.00
									0		0.00
									0		0.00
									0		0.00
									0		0.00
									0		0.00
									0		0.00
									0		0.00
									0		0.00
									0		0.00
Comments/Notes:											
Total Annual Salaries											
(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)											
(5) Equipment Costs											
(6) Service and Supply Costs											
(7) General and Administrative Costs											
(8) Profit											
Total Annual Other Costs (5+6+7+8)											
TOTAL ANNUAL PRICE											
159,966.36											

\* All employees shown must be FULL-TIME employees of the Bidder unless exemption to use Part-Time employees has been granted by the County

\*\*Living wage rate shall be at the wage rate as set forth in Form LW-1 Los Angeles County Code Chapter 2.201 - Living Wage Program Hourly rates that are not in compliance may subject your proposal to rejection. Note: This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g. landscape maintenance, 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 Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2.1, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2.1, Schedule of Prices, and this cost methodology, Form LW-8.1, the correctly calculated price indicated in Form PW-2.1, Schedule of Prices, shall prevail

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

Superior Property Services, Inc.  
Name of Proposer

Signature

2-Apr-18  
Date

# Agreement

**BOARD EXECUTE**



BY AND BETWEEN

THE COUNTY OF LOS ANGELES,  
DEPARTMENT OF PUBLIC WORKS

AND

SUPERIOR PROPERTY SERVICES, INC.

FOR

GRAFFITI REMOVAL SERVICES DISTRICT 1 - WEST  
(2018-PA019)

78843

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- EXHIBIT C Internal Revenue Service Notice 1015**
- EXHIBIT D Safely Surrendered Baby Law Posters**
- EXHIBIT E Defaulted Property Tax Reduction Program**
- EXHIBIT F.1 Bid Submission Instructions**
- EXHIBIT G Location Map**



AGREEMENT FOR

BOARD EXECUTE

GRAFFITI REMOVAL SERVICES DISTRICT 1 - WEST  
(2018-PA019)

THIS AGREEMENT, made and entered into this 2<sup>ND</sup> day of October, 2018, 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 California corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Statement of Qualifications filed with the COUNTY on April 23, 2015, and Bid Submission filed with COUNTY on April 3, 2018, hereby agrees to provide services as described in this Contract for Graffiti Removal Services District 1 - West (2018-PA019).

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Bid Submission Instructions; Invitation for Bids, and Exhibit G, Location Map, including its Exhibits and Addenda; the CONTRACTOR'S Statement of Qualifications and Bid Submission, the Request for Statement of Qualifications; and Addenda to the Request for Statement of Qualifications, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Bid submission and attached hereto as Form PW-2.1-2.4, an amount not to exceed \$2,122,546 for the entire contract period of 54 months as the Board may approve (Maximum Contract Sum). The sum for the initial term is \$513,803; the sum for the first optional term is \$509,733; the sum for the second optional term is \$437,144; the sum for the third optional term is \$441,244; and a month-to-month extension up to 6 months is for \$220,622, in a prorated monthly amount.

FOURTH: This Contract's initial term shall be for a period of one year commencing on November 1, 2018, or upon the Board's approval, whichever occurs last. The COUNTY shall have the sole option to renew this Contract term for up to three additional one-year periods and six month-to-month extensions for a maximum total Contract term of four years and six months. Each such option shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full one year, this

Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term.

The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

FIFTH: The CONTRACTOR shall bill monthly, upon completion in arrears, for the work performed during the preceding month. Work performed shall be billed at the unit prices quoted in Form PW-2.1-2.4, Schedule of Prices, respectively.

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

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

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

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

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

TENTH: No Cost-of-Living Adjustments shall be granted for the optional renewal periods.

ELEVENTH: In the event that the terms and conditions, which may be listed in the CONTRACTOR'S Statement of Qualifications and Bid submission, conflict with the



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 *Gail Kuehl*  
Chair, Board of Supervisors

ATTEST:

Celia Zavala  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles



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

CELIA ZAVALA  
Acting Executive Officer  
Clerk of the Board of Supervisors

By *Danya Ruiz*  
Deputy

By *Danya Ruiz*  
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

By *Carole Suzuki*  
Deputy



78843

SUPERIOR PROPERTY SERVICES,  
INC.

By *Ronald L. Brunick*  
Its President

RONALD L. BRUNICK  
Type or Print Name

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

22 OCT 02 2018

*Celia Zavala*  
CELIA ZAVALA  
EXECUTIVE OFFICER

By *Ronald L. Brunick*  
Its Secretary

RONALD L. BRUNICK  
Type or Print Name

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

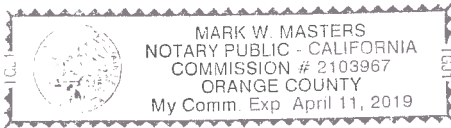
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Orange )  
On May 12, 2018 before me, Mark W. Masters, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Ronald L. Brunck  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Agmt for GNA 5F it. Removal Serv. Dist. 1-West Document Date: \_\_\_\_\_  
Number of Pages: 4 Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

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

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

## SCOPE OF WORK

## GRAFFITI REMOVAL SERVICES DISTRICT 1 - WEST

A. Public Works Program Manager

The Public Works Graffiti Abatement Program Manager (PM) is Ms. Ari DeChellis of Land Development Division who may be contacted at (626) 458-4062, or [adechellis@dpw.lacounty.gov](mailto:adechellis@dpw.lacounty.gov), Monday through Thursday, 7:15 a.m. to 6 p.m. The PM or designee is the only person authorized by Public Works to request additional work of the Contractor. The Contractor will be notified in writing when there is a change in the PM.

B. Work Locations

The Work location under this Contract is District 1 West, as shown on Exhibit G. The Contractor is to provide graffiti removal services in District 1 West.

The numbers of graffiti tags removed by the County's contractor in prior years are indicated below for informational purposes only. Actual quantities of graffiti to be removed under this Contract will vary from, and may exceed, the below amounts. The Contractor's price in Form PW-2 (Schedule of Prices) will be for the removal of all graffiti within District 1 West, according to the Specifications of this Contract.

Fiscal Year	Number of Tags Removed District 1 - West
FY 14/15	31,575
FY 15/16	36,220
FY 16/17	39,575

C. Background

The work to be performed under this Contract consists of removing graffiti by using chemical solvents, pressure washing, and painting on various surfaces to remove or cover the graffiti and to perform paint-out projects to beautify surfaces and objects as requested by the PM or designee. Paint-out projects include, but are not limited to, painting surfaces that are in need of enhancement and/or beautification as well as color matching. Public Works Graffiti Abatement Program's goal is 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 graffiti 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.

D. Work Description – General Statement

The primary objective of this contract is to keep the areas graffiti free by removing all graffiti in the County unincorporated areas as quickly and as often as necessary. The Contractor shall remove graffiti from all surfaces in the specified areas from private, residential/commercial/industrial, and public property. The Contractor shall fulfill/resolve all graffiti removal requests and shall remove all graffiti seen in the immediate area. In addition, the Contractor shall patrol the assigned areas to seek, find, and remove graffiti and do paint-outs. The PM or designee has the authority to dictate special requests including, but not limited to, the removal of murals.

The Contractor shall provide the necessary number of crews to remove all requests for graffiti removal as specified in Section E.1 and all graffiti seen in the immediate areas. A crew is defined as consisting of at least one full-time (40 hours/week, Monday through Friday) person in a fully equipped vehicle designated to carry out the duties detailed in this Scope of Work.

In addition, the Contractor shall make crews available for special requests and priority assignments requested by the PM or designee.

The Contractor shall establish and implement daily routes for crews and provide a schedule of such routes to inform the PM of the expected locations and work schedule of the crews. The schedule shall conform to the Work Plan set forth in the Contractor's Proposal for this Contract, the Contractor's Staffing Plan and Cost Methodology Form (LW-8) submitted for this Contract, and subparagraph E.1 of this Exhibit. This routine schedule will be used as a reference to account for all hours the Contractor's staff work under this Contract. This schedule will be approved by the PM and any changes in this schedule must have approval from the PM.

The Contractor shall designate a supervisor who can be contacted to confer with Public Works' Contract Monitors with respect to concerns relating to graffiti removal services and Contractor's operations, including painters' performance. The Contract Monitors are the primary contact person with Contractors. They patrol the areas; identify and report graffiti; monitor the work done by the Contractor; act as the point of contact for constituent referrals and complaints; and issues relating to the contract, work, and Contractor crews. The Contract Monitors, monitor and observe the area covered in the contract and report to the PM. The Contractor's supervisor shall have a thorough knowledge of the needs of contract work locations, the abatement areas, graffiti removal methods, and paint-out projects and the operation of appropriate equipment required to carry out these specifications, terms, conditions, and requirements of the contract.

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

E. General Graffiti Removal Services

The Contractor shall:

1. Maintain a zero-tolerance policy in accordance with the Contractor's Work Plan. The Contractor shall follow its Work Plan throughout the entire Contract unless otherwise approved in writing by the PM. In addition, the Contractor shall:
  - a. Remove vulgar and threatening graffiti (i.e., profane, obscene, racist, gang 187's, or cross outs) within 24 hours 7 days a week, upon notification.
  - b. Respond to Public Works PM or designee concerning special requests and priority assignments, including paint-out projects and color match corrective painting within 24 hours, seven days a week, upon request.
  - c. Remove graffiti within 48 hours upon notification, Monday through Friday.
2. Match all paints to existing colors to the satisfaction of the PM or designee. The Contractor shall receive no additional compensation for repainting any area to match the color whether or not original graffiti removal was done by current Contractor. Graffiti shall be removed using new or recycled water-based paint. The Contractor shall make the best possible match to the existing color.
3. Provide Public Works with work record reports no later than the 5<sup>th</sup> day of each month with the monthly invoice. The monthly report shall indicate the number of crews utilized and hours worked. This report shall include all tags removed and their locations (address and whether it was private property or in the public road right of way) and square footage of graffiti removed, painted over, or pressure washed. These reports shall be transmitted electronically in an Excel document to the PM who may perform quality control inspections. Mail completed work reports to:

County of Los Angeles, Department of Public Works  
Land Development Division  
Graffiti Abatement Section



Attention Ms. Arienne DeChellis  
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, vehicles, 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, wood, metal, signage, stucco, brick, concrete, cinder blocks, sidewalks, smooth concrete, very rough grouted riprap, vegetation, and 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 County approved solvents (see subparagraph E.9).
6. Remove graffiti, do paint-out projects over walls, as well as murals (murals shall only be removed with authorization from the PM, - see paragraph BB. Murals). The color of the paint shall match the color of the surface to which it is applied. In areas where repainting is required in order to match the existing paint, the Contractor shall paint over with the right color to match at no additional cost to the County. 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, vehicles, etc., from paint spillage. If the Contractor encounters graffiti on walls with painted vines, they shall contact the PM or designee for instructions on how to handle.
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), scaffolds, and bucket trucks.
8. Use appropriate methods of covering or removing graffiti for the particular surface and conditions, such as, but not limited to, water blasting (on sidewalks), painting over on block walls that are painted, water blasting on block walls that are not painted, and chemical solvents (on signage). Any chemical solvents utilized to remove graffiti shall have a Material Safety Data Sheet available for Public Works' review.
9. Remove graffiti found on signs in all areas. Graffiti on signs should be removed with any of the following County approved solvents:

- a. OFF-B, graffiti remover - liquid form
- b. 3M™ Citrus Base Industrial Cleaner
- c. State Chemical Graffiti Wipes

If the Contractor believes a sign is vandalized/damaged beyond repair, Contractor shall reject the work order, and email picture of damaged sign to PM or designee for handling.

10. Train all its personnel in proper graffiti removal techniques, color matching, safety protocol, and provide corrective instruction to its personnel if they are removing graffiti improperly. Additionally, the Contractor shall stay informed of new techniques of graffiti removal products and equipment.
11. Not allow any debris from its operations under this Contract, especially from the water/sand blasting operations, to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System Permit (NPDES). If such violation occurs, the Contractor shall notify Public Works immediately. In addition, if the Contractor fails to comply with the requirements of the NPDES, in accordance with the Performance Requirements Summary, under this Exhibit, Section Y., an additional \$500 per each violation shall be imposed.
12. Use appropriate Best Management Practices (BMP) including, but not limited to, drop cloths on all worksites to protect sidewalks, vegetation, etc., from paint spillage or overspray.
13. Obtain and retain the written consent of the owner or the owner's authorized agent of privately-owned property before commencing work.
14. Place special emphasis on assisting the PM or designee with special requests (i.e., removal of graffiti before parades, special events, etc.).

Public Works reserves the right to change any aspect of the Graffiti Abatement Referral System and/or the Contractor's reporting system. Such change could be due to improvements in our computer applications capabilities or for any other reason.

F. Hours and Days of Operation

The days of operation shall be Monday through Friday between the hours of 7 a.m. to 6 p.m., except as indicated in Section E, General Graffiti Removal Services, page A.3, items 1.a and 1.b, and Section G, Telephone

Communications, page A.6. The Contractor is not required to provide services on the following observed holidays.

Observed Holidays:

- New Year's Day
- Independence Day
- Thanksgiving Day
- Christmas Day

G. Telephone Communications

The Contractor shall be available to report and confer with the PM or designee with respect to these graffiti removal services. The Contractor shall provide a telephone answering service **Monday through Sunday**, to receive instructions, information, complaints, etc., from Public Works and shall call the PM or designee back within the hour.

H. Supervisor Qualifications

The contractor's supervisor shall have a thorough knowledge of the graffiti problems in the designated work locations graffiti removal methods and paint-out techniques, and the operation of appropriate equipment required to carry out these specifications, terms, conditions, and requirements of the Contract.

I. Vehicle Signage

Vehicle signage will include the Contractor's name or firm's name, together with Public Works' Graffiti "Hotline Number," in legible letters, not less than 2-inches in height, on both sides of all trucks/vehicles used in the graffiti removal work locations.

J. Responsibilities of Contractor

1. The designated Contractor's supervisor, as defined in this Exhibit and Section D, Work Description, page A.2, shall have a thorough knowledge of the work locations under their purview and shall speak and understand English.
2. In the event a crew could not be deployed, the Contractor's supervisor shall immediately replace that crew to make sure that coverage is maintained.
3. Contractor shall maintain a well trained reserve force to cover the work in the event of an emergency or to provide coverage if any crew could not be deployed on any given day.

4. The designated Contractor's supervisor shall provide a 24-hour emergency contact number.
5. All crews shall receive a minimum of one 8-hour workday training in the area assigned to them at the Contractor's expense and in accordance with the County's labor laws. Training must include, but not limited, to the details of the Work Plan, crew responsibilities, techniques in removal, color matching, boundaries of County jurisdiction, and safety rules and regulations.
6. The Contractor shall provide the contact information of on-site personnel per area so PM or designee may contact them.
7. 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 PM.

K. Graffiti Removal Services

For graffiti removal from County owned and private property, the Contractor shall adhere to the following additional specifications:

1. Water based and/or recycled paint shall be used.
2. Concrete Block Walls/Concrete Walls: All graffiti shall be removed by either a water blasting machine with soda compound or painted over with water-based paint. If using paint, it shall be feathered to blend well with the surrounding wall. The paint-over color shall match the wall color. When color is unavailable, entire surface should be repainted with the new color. Overspray on non-County-owned or private property shall not be allowed.
3. Sidewalk Surfaces: Removal of graffiti from concrete sidewalks shall be done by using a water blasting machine with soda compound. If sidewalk has been previously painted, paint over with water based paint. The sidewalks shall be clean of all graffiti and graffiti residue (sand). The sidewalks shall be blocked off as needed to maintain the public safety.
4. Curb Facing: Remove all graffiti paint from curb surfaces. The Contractor shall use the standard paint colors (red, blue, yellow, green, and white) depending on the original curb color and/or parking restrictions as approved by Public Works. Nonpainted curbs shall be painted using concrete color paint or cleaned with water blasting machines. When

painted curbs have not been painted in years, entire curb should be painted over to appear uniform and aesthetically pleasing.

5. Chain link Fencing: All graffiti on pipes and fencing shall be painted over using a galvanized color to match the fencing fabric and pipe color. The paint-over color shall be feathered into the fabric and along the pipes.
6. Pedestrian bridges/underpasses: The Contractor shall be responsible for removing graffiti found on all pedestrian bridges and underpasses in the area. Interior walls may be carefully sprayed but bridge floor shall be pressure washed if not previously painted. If previously painted, Contractor shall paint with water-based paint mixed with sand. Please notify Public Works to prepare work area to make it free of debris prior to removing graffiti off of these footbridges. Pedestrian bridges will have a 72-hour turnaround time upon Public Works completion of initial clean up. The Contractor shall schedule and complete removal during hours that school is in session. Where there is a risk of overspray harming personal property or difficulties in reaching the area with equipment, utilizing rollers to apply paint to cover graffiti, or paint-out is required. Contractor will place traffic cones and/or other appropriate traffic control equipment to divert pedestrians and cyclists.
7. 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 previous color using water-based paint.
8. Concrete Light Poles: Graffiti shall be removed from concrete light poles using a water blasting machine with a soda compound only. No paint shall be used. All paint shall be removed from the pole. All paper and sticker signs and "slap tags" shall be removed.
9. Wooden Light Poles: All graffiti shall be painted over using a water-based paint to match the wood color. All paper and sticker signs and "slap tags" shall be removed.
10. Bus Stops: All graffiti shall be removed using County approved solvents (see subparagraph E.9) on the plastic sides and sitting areas. The surfaces shall be washed.
11. Trees: The 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 and not letting the tree breath through its bark. Trees, vegetation, and green areas must be protected by the Contractor.

12. **Wooden Fencing:** All graffiti shall be painted over on wooden fencing using a water-based paint to match the color of fencing. The Contractor shall feather paint to match the surrounding parts of the fencing. In the event that wood fencing is weathered, the Contractor shall contact Public Works to obtain a written "Consent and Release of Liability" from property owner prior to pressure washing.
13. **Brick Walls:** All graffiti shall be removed using a water blasting machine. Painting over shall not be done on a brick wall, unless it has been previously painted. The Contractor shall color-match the paint to previous color using water-based paint.
14. **Metal Fencing (sheets):** All graffiti shall be painted over on metal fencing. The paint-over color shall match the surrounding part of the fence.
15. **Asphalt Concrete:** All graffiti on asphalt concrete shall be covered with asphalt paint mixed with sand.
16. **Glass Windows:** All graffiti on glass windows shall be removed by using a County approved graffiti removal spray (See Section E.9) on these transparent surfaces. Windows will be left clean.
17. **Metal Light or Traffic Poles:** All graffiti shall be removed by appropriate means, and if paint is used, it shall match existing color.
18. **Electrical boxes, traffic control boxes, telecommunication boxes, etc.,** (if they are sage green or beige) paint over color matching entire box.

L. Rights of Way

The Contractor shall conduct all of its activities and operations within the confines of public rights of way in which graffiti is to be removed. The Contractor shall not allow its employees to use private property for removing graffiti, 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 finds it needs to encroach upon private property in order to remove graffiti, the Contractor shall first notify the PM or designee. The PM or designee will obtain written permission to access private property from the property owner. In performing any work or doing any activity on lands inside or outside of public rights of way, the Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations.

M. Additional Location(s)/Work

1. Additional area(s) and/or work may be added during the Contract period. Within 24 hours of a request from the PM for additional services, the contractor shall prepare and submit a written description of the work with an estimate of labor and materials, including estimated cost to perform the additional work. No additional work shall commence without written authorization from the PM. Upon PM's negotiation and acceptance of the Contractor's written quotation, and subject to approval of the Director or her designee, the additional work and/or areas may be added to the Contract by amendment or change order.
2. All additional work provided herein shall commence on the specified date established. The Contractor shall proceed diligently to complete said work within the time allotted as approved by the PM.
3. The Contractor may be asked to provide equipment and to take pictures of graffiti and upload to a database.

N. Utilities

Public Works will not provide utilities.

O. Storage Facilities

Public Works will not provide storage facilities for the Contractor.

P. Removal of Debris

All debris derived from this service shall be removed from Public Works property and become the property of the Contractor. The Contractor shall dispose of all debris from these services in a legally established area appropriate for type of debris being disposed and in compliance with all applicable Federal, State and local legal requirements. Disposal shall be at the Contractor's expense. The Contractor shall not allow any debris from its operations under this Contract to be deposited in the storm drains and/or gutters in violation of the NPDES Permit.

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

Q. Special Safety Requirements

1. All Contractor personnel shall be expected to observe all applicable Cal/OSHA and Public Works safety requirements while at the various 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. The Contractor shall supply all applicable safety equipment including, but not limited to, rotating lights for vehicles used for work under this Contract.
3. The 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 State, Federal, and local laws.

S. 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.



T. Responsibilities of Public Works

The Director, acting through the PM or other designee, will approve or disapprove the Contractor's performance under this Contract. Public Works will make regular inspections of these areas under 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 in accordance with the schedule of Liquidated Damages, under this Exhibit, Section Y., if any terms and conditions of this contract are not complied with by the Contractor.

U. Best Management Practices

Best Management Practices (BMP) shall be defined as any program, technology, process, siting 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 latest edition of the County of Los Angeles Department of Public Works BMP Manual, and addenda thereto issued throughout the duration of the Contract Term. Copies of this publication are available for purchase from:

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

The Contractor shall have a minimum of two readily accessible copies of this publication on the project site at all times.

The Contractor shall implement the following BMP for the prevention of storm water pollution in conjunction with all its activities and operations:

WASTE MANAGEMENT

WM 005 Solid Waste Management  
WM 006 Hazardous Waste Management  
WM 009 Sanitary/Septic Waste Management

VEHICLE AND EQUIPMENT MANAGEMENT

NS 008 Vehicle and Equipment Cleaning  
NS 009 Vehicle and Equipment Fueling  
NS 010 Vehicle and Equipment Maintenance

Additional BMPs may be required as a result of a change in actual field conditions, Contractor 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 BMP within each category in order to achieve the BMP objective.

The Contractor, as a permittee, is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Agency, private citizens, and citizen groups. The County will deduct, from payments due the Contractor, the total amount of any fines levied on the County, plus legal fees, staff costs, and consultants' fees as a result of the Contractor's noncompliance with these provisions and/or less than complete implementation of the specified BMP.

V. 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 PM. All costs to the Contractor for protecting and restoring existing improvements shall be included in the annual price.

W. 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 State, Federal, and local laws and regulations, which are applicable to the work.

X. 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.

The Contractor's Quality Control representatives will be separate and distinct from Contractor's supervisor 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 PM. 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, and resolving quality control issues; and checklists or other documentation in support of Contractor's Quality Control function.

Y. Performance Requirements and Liquidated Damages

1. Public Works will use the Performance Requirements Summary to evaluate the Contractor's performance.
2. 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.
3. Liquidated Damages for noncompliance with the Living Wage Program is indicate in Exhibit B, Section 9.G, Enforcement and Remedies.

**PERFORMANCE REQUIREMENTS SUMMARY**

REQUIRED SERVICE	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM STANDARD	METHOD OF SURVEILLANCE	MAXIMUM DEDUCTION	DEDUCTION FROM CONTRACT PRICE FOR NOT MEETING STANDARD
Fines by regulatory and governmental agencies	Fined by a local, regional, State, or Federal regulatory or governmental agency as a result of the Contractor's negligence or failure to comply with any Federal, State, or local rules, regulations, or requirements.	0%	100% inspection on a periodic basis.	10% of total monthly amount of contract cost	\$500 per occurrence plus any fine(s) charged to the County by a regulatory or governmental agency
Violation of the National Pollutant Discharge Elimination System	Discharge of debris into storm drains and/or gutter.	0%	100% inspection on a periodic basis.	10% of total monthly amount of contract cost	\$500 per occurrence plus any fines by regulatory and governmental agencies plus any remediation cost

REQUIRED SERVICE	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM STANDARD	METHOD OF SURVEILLANCE	MAXIMUM DEDUCTION	DEDUCTION FROM CONTRACT PRICE FOR NOT MEETING STANDARD
Daily/Weekly/Monthly/Quarterly Reports	Submitted to Contract Manager daily/weekly/monthly report.	0%	100% inspection on a periodic basis; complaints	10% of total monthly amount of contract cost	\$50 per day per report that is late or not submitted
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 not knowledgeable of the job requirements
Staffing	Staffing levels are adequate to meet contract requirements.	0%	100% inspection on a periodic basis; complaints	10% of total monthly amount of contract cost	\$50 per occurrence
Training Program	Document training of each employee.	0%	100% inspection on a periodic basis	10% of total monthly amount of contract cost	\$250 per untrained employee
Maintain Knowledge of Safety Requirements	Completion of training of all accepted standards for safe practices related to the work.	0%	100% inspection on a periodic basis; complaints	10% of total monthly amount of contract cost	\$50 per employee, per occurrence
Change in Supervisor	Contractor shall notify the County in writing of any change in name or address of the Supervisor.	0%	100% inspection on a periodic basis	10% of total monthly amount of contract cost	\$50 per occurrence
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 not responded to within the time frame outlined in the specifications
Project Safety Official	Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices.	0%	100% inspection on a periodic basis; complaints	10% of total monthly amount of contract cost	\$200 per occurrence

REQUIRED SERVICE	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM STANDARD	METHOD OF SURVEILLANCE	MAXIMUM DEDUCTION	DEDUCTION FROM CONTRACT PRICE FOR NOT MEETING STANDARD
Safety Requirements	Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA).	0%	100% inspection on a periodic basis; complaints	10% of total monthly amount of contract cost	\$500 per occurrence
Special Requests/Priority Assignment/vulgar graffiti	Graffiti removed and/or painted over within 24 hours Monday through Sunday upon notification.	0%	100% inspection on a periodic basis; complaints	50% of total monthly amount of contract cost	\$200 per square foot (or proration thereof) for graffiti not removed within the time frame outlined in the specifications
Remove graffiti	Graffiti removed and/or painted over within 48 hours Monday through Friday. Upon notification	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 48 hours upon notification.	0%	100% inspection by random sampling	50% of total monthly amount of contract cost	\$50 per complaint

Z. Contractor Licensing

The Contractor shall possess a valid and active C-33 State of California-issued Contractor's License throughout the duration of this Contract. Failure to maintain a valid and active C-33 State of California-issued Contractor's License may lead to Contract termination or suspension.

AA. Subcontracting

Subcontracting is prohibited.

BB. Murals

Public Works is committed to the preservation of registered murals. 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 PM.

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 murals unless advised by Public Works or PM to do so.

CC. Proposed Annual Price

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

DD. Graffiti Database Program

The Contractor may be asked to provide equipment for and take photographs of all graffiti vandalism prior to removing it and upload to a database system for analysis.

EE. Request of Work from Contractor

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

## 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.

Bid or Bid Submission. The response to an Invitation for Bids.

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

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

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

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

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

Day. Calendar day(s) unless otherwise specified.

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

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

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

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

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

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

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

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

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

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

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



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

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

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

C. Headings

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

## SECTION 2

### STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

#### A. Amendments

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

#### B. Assignment and Delegation

1. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor. Any payments by County to any approved delegate or assignee on any claim

under this Contract shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

2. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
3. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Contract, which may result in the suspension or termination of this Contract. In the event of such a termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.

C. Authorization Warranty

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

D. Budget Reduction

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

E. Complaints

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

1. Within 12 business days after this Contract's effective date, Contractor shall provide County with Contractor's policy for receiving, investigating, and responding to any complaints by any individual.
2. County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
3. If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five business days for County approval.
4. If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.
5. Contractor shall preliminarily investigate all complaints and notify the Contract Manager of the status of the investigation within five business days of receiving the complaint.
6. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
7. Copies of all written responses shall be sent to the Contract Manager within three business days of mailing to the complainant.

F. Compliance with Applicable Laws

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

G. Compliance with Civil Rights Laws

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

H. Confidentiality

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

I. Conflict of Interest

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

provisions of this paragraph shall be a material breach of this Contract subjecting Contractor to either contract termination for default or debarment proceedings or both. Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

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

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

K. Consideration of Hiring GAIN and GROW Participants

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

2. In the event that both laid-off County employees and GAIN and GROW participants are available for hiring, County employees shall be given first priority.

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

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

M. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification (Form PW-12), County seeks to ensure that all County

Contractors which receive or raise charitable contributions comply with California law in order to protect County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination for default or debarment proceedings or both (Los Angeles County, Code Chapter 2.202).

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

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

O. Contractor Performance Evaluation/Corrective Action Measures

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

P. Damage to County Facilities, Buildings, or Grounds

1. Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor, employees, or agents of Contractor.

2. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the occurrence. If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand. County may deduct from any payment otherwise due Contractor for costs incurred by County to make such repairs.

Q. Employment Eligibility Verification

1. Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all of its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
2. Contractor shall indemnify, defend, and hold harmless, the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

R. Facsimile Representations

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

S. Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees,



and Volunteers from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

T. Force Majeure

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

U. Governing Laws, Jurisdiction, and Venue

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

V. Most Favored Public Entity

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

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

W. Nondiscrimination and Affirmative Action

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

reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State antidiscrimination laws or regulations shall constitute a finding by County that Contractor has violated the antidiscrimination provisions of this Contract.

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

X. Nonexclusivity

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

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

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

Z. Notice of Delays

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

AA. Notice of Disputes

Contractor shall bring to the attention of the Contract Manager any dispute between County and Contractor regarding the performance of services as stated

in this Contract. If the Contract Manager is not able to resolve the dispute, the Director will resolve it.

BB. Notice to Employees Regarding the Federal Earned Income Credit

Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit C).

CC. Notices

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

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

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

DD. Publicity

Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publicizing its role under this Contract within the following conditions:

1. Contractor shall develop all publicity material in a professional manner.

2. During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the Contract Manager. County shall not unreasonably withhold such written consent.
3. Contractor may, without prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with County, provided that the requirements of this paragraph shall apply.

EE. Public Records Act

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

FF. Record Retention and Inspection/Audit Settlement

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks, or other proof of payment, timecards, sign-in/sign-out sheets, and other time and

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

1. In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within 30 days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
2. Failure on the part of Contractor to comply with any of the provisions of this paragraph shall constitute a material breach of this Contract upon which County may suspend or terminate for default or suspend this Contract.
3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.
4. In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided

services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subparagraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

GG. Recycled-Content Paper Products

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

HH. Contractor's Employee Criminal Background Investigation

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

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract.

County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation

County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

Disqualification of any member of Contractor's staff pursuant to this section shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## II. Subcontracting

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

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



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

JJ. Validity

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

KK. Waiver

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

LL. Warranty Against Contingent Fees

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

MM. Time Off for Voting

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

seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

NN. Local Small Business Enterprise Utilization

When requested by the County, the Contractor shall provide to the County via methods specified by the County, such as submission of electronic live (or dynamic) data on invoices for the prime and all subcontractors using County-designated third party software system or to a County approved website, or other means of submitting expenditure information on subcontractors, including but not limited to the following information: the name, business address and telephone number/email address of each subcontractor.

In addition, the Contractor shall be required to provide each of the specified subcontractor Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise status (i.e., whether any of the listed subcontractors are Local SBE's) and the proposed monetary amount of the work the subcontractor will perform on each Notice to Proceed. At the time of submittal of each invoice, the Contractor shall indicate, via methods specified by the County, the actual dollar amounts paid to each listed subcontractor who performed work on the project. The subcontractor may be requested to confirm receipt of the actual payment to the subcontractor by the prime.

The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure to the Contractor to comply with this Section. The parties will agree that under the current circumstances a reasonable estimate of such damages is specified in Exhibit F, Performance Requirements Summary, and that the Contractor shall be liable to the County for said amount.

If in the judgment of the Director, or his/her designee, the Contractor is deemed to be in non-compliance with the terms and obligations, the Director or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided in Exhibit F, Performance Requirements Summary, may deduct and withhold liquidated damages from County's final payment to the Contractor.

OO. Compliance with County's Zero Tolerance Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

PP. Method of Payment and Required Information

The County may, at its sole discretion, determine the most appropriate, efficient, secure, and timely form of payment for any amounts due for goods and/or services provided under an agreement or contract with the County. Proposers/Contractors further agree that the default form of payment shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

Upon contract award and at the request of the A-C and/or the contracting department, the Contractor shall provide the A-C with electronic banking and related information for the Contractor and/or any other payee that the Contractor designates to receive payment pursuant to this agreement or contract. Such electronic banking and related information includes, but is not limited to: bank account number and routing number, legal business name, valid taxpayer identification number or TIN, a working e-mail address capable of receiving remittance advices and other payment related correspondence, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments. Upon contract award or at any time during the duration of the agreement or contract, a contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

QQ. Compliance with Fair Chance Employment Practices

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

RR. Compliance with the County Policy of Equity

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

## SECTION 3

### TERMINATIONS/SUSPENSIONS

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

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

B. Termination/Suspension for Convenience

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

end. Reports, samples, and other materials prepared by Contractor under this Contract shall be delivered to County upon request and shall become the property of County.

C. Termination/Suspension for Default

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

Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

4. If, after County has given notice of termination or suspension under the provisions of this paragraph, it is determined by County that Contractor was not in default under the provisions of this paragraph or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination or suspension had been issued pursuant to this Exhibit's Termination/Suspension for Convenience.
5. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
6. As used herein, the terms "Subcontractor" and "Subcontractors" mean subcontractor at any tier.

D. Termination/Suspension for Improper Consideration

1. County may, by written notice to Contractor, immediately suspend or terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, extension of this Contract, or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination or suspension, County shall be entitled to pursue those same remedies against Contractor as it could pursue in the event of default by Contractor.
2. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
3. Among other items, such improper consideration may take the form of cash; discounts; services; the provision of travel, entertainment, or tangible gifts.

E. Termination/Suspension for Insolvency

1. County may suspend or terminate this Contract forthwith in the event of the occurrence of any of the following:
  - a. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code, and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code.
  - b. The filing of a voluntary or involuntary bankruptcy petition relative to Contractor under the Federal Bankruptcy Code.
  - c. The appointment of a bankruptcy Receiver or Trustee for Contractor.
  - d. The execution by Contractor of a general assignment for the benefits of creditors.
2. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

F. Termination/Suspension for Nonadherence to County Lobbyists Ordinance

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

G. Termination/Suspension for Nonappropriation of Funds

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



SECTION 4

GENERAL CONDITIONS OF CONTRACT WORK

A. Authority of Public Works and Inspection

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

B. Cooperation

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

C. Cooperation and Collateral Work

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

D. Equipment, Labor, Supervision, and Materials

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

E. Gratuitous Work

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

F. Jobsite Safety

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

G. Labor

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

H. Labor Law Compliance

Contractor, its agents, and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California as well as all other applicable Federal, State, and local laws related to labor, including compliance with prevailing wage laws. The Contractor is responsible for selecting the classification of workers, which will be required to perform this service in accordance with the Contractor's method of performing the work and when applicable, is required to pay current prevailing wage rates adopted by the Director of the Department of Industrial Relations and will indemnify the County for any claims resulting from their failure to so comply. Contractor shall comply with Labor Code, Section 1777.5 with respect to the employment of apprentices.

I. Overtime

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

J. Permits/Licenses

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

K. Prohibition Against Use of Child Labor

1. Contractor shall:

- a. Not knowingly sell or supply to County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment.
- b. Upon request by County, identify the country/countries of origin of any products, goods, supplies, or other personal property Contractor sells or supplies to County.

- c. Upon request by County, provide to County the manufacturer's certification of compliance with all international child labor conventions.
  - d. Should County discover that any products, goods, supplies, or other personal property sold or supplied by Contractor to County are produced in violation of any international child labor conventions, Contractor shall immediately provide an alternative, compliant source of supply.
2. Failure by Contractor to comply with provisions of this paragraph will constitute a material breach of this Contract and will be grounds for immediate suspension or termination of this Contract for default.

L. Public Convenience

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

M. Public Safety

It shall be Contractor's responsibility to maintain security against public hazards at all times while performing work at 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 Materials and Equipment

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

R. Transportation

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

S. Work Area Controls

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

T. County Contract Database/CARD

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

## SECTION 5

### INDEMNIFICATION AND INSURANCE REQUIREMENTS

#### A. Independent Contractor Status

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

#### B. Indemnification

Contractor shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers ("County Indemnities"), from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract except for loss or damage arising from the sole negligence or willful misconduct of the County Indemnities. This indemnification also shall include any and all intellectual property liability, including copyright infringement and similar claims

#### C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by this Exhibit's Section 5.B (above), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers from and

against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including, but not limited to, injury or death to employees of Contractor, its Subcontractors or County, attributable to any alleged act or omission of Contractor and/or its Subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify, and hold harmless County includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of County. County may deduct from any payment otherwise due Contractor any costs incurred or anticipated to be incurred by County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this paragraph and paragraph F of this Section. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.
2. Evidence of Coverage and Notice to County - A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
  - a. Renewal Certificates shall be provided to County not less than ten days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
  - b. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this

Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding \$50,000.00, and list any County-required endorsement forms.

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

d. Certificates and copies of any required endorsements shall be sent to:

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

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

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

minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

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



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

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

E. Compensation for County Costs

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

F. Insurance Coverage Requirements

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

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

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

## SECTION 6

### CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

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

B. Chapter 2.202 of the County Code

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

C. Nonresponsible Contractor

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

D. Contractor Hearing Board

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

regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

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

E. Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

SECTION 7

COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

A. Jury Service Program

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

B. Written Employee Jury Service Policy

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

"Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

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

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

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

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://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](http://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 in Form LW-3, Living Wage Rate Annual Adjustments, 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.
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 or part-time services to Contractor, which is 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 the 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 the exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by County, Contractor shall immediately be required to pay the living wage for the remaining term of this Contract, including any option period.

5. For purposes of Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) with respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time; and 2) with respect to travel by an Employee between County facilities that are subject to two different Contracts between Contractor and County (of which both Contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time.

C. Contractor's Submittal of Certified Monitoring Reports

Contractor shall submit to County certified monitoring reports at a frequency instructed by County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked and the hourly wage rate paid for each of its Employees. All certified monitoring reports shall be submitted on forms provided by County or any other form approved by County, which contains the above information. County reserves the right to request any additional information it may deem necessary. If County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers,

shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

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

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

E. County Auditing of Contractor Records

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

F. Notifications to Employees

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

G. Enforcement and Remedies

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

1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to County

after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:

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

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

H. Use of Full-Time Employees

Contractor shall assign and use full-time Employees of Contractor to provide services under this Contract unless Contractor can demonstrate to the satisfaction of County that it is necessary to use non-full-time Employees

based on staffing efficiency or County requirements for the work to be performed under this Contract. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time Employees for services provided under this Contract unless and until County has provided written authorization for the use of same. Contractor submitted with its proposal a full-time-Employee staffing plan. If Contractor changes its full-time-Employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to County.

I. Contractor Retaliation Prohibited

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

J. Contractor Standards

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

K. Neutrality in Labor Relations

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

SECTION 10

SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled SE 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 SE.

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 SE.

If Contractor has obtained County certification as a SE 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, Contractor shall:

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded.
2. In addition to the amount described in subdivision (1), be assessed a penalty in the amount of not more than 10 percent of the amount of this Contract.
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).

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

SECTION 11

LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

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

SECTION 12

COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX  
REDUCTION PROGRAM

A. Defaulted Property Tax Reduction Program

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

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

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in paragraph B, above, shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code, Chapter 2.206.



SECTION 13

DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Disabled Veteran Business Enterprise.
- C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Disabled Veteran Business Enterprise.
- D. If Contractor has obtained certification as a Disabled Veteran Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
  - 1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded.
  - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract.
  - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. Notwithstanding any other remedies in this contract, the above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

## SECTION 14

### PREVAILING WAGES

A. Prevailing Wages

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

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

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

B. Work Records

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

C. Posting of Prevailing Wage Rates

The Contractor shall comply with the provisions of Section 1773.2 of the Labor Code. The Contractor shall post a copy of the prevailing wage rates at the worksite and comply with applicable law including posting of jobsite

notices required by 8 California  
Code Reg. §16451(d):

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

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

*Local Office Telephone Number:*

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

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

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

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

D. Certified Payroll Records

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

E. Subcontractor

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



Department of the Treasury  
Internal Revenue Service

## Notice 1015

(Rev. December 2017)

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

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#### 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 whose wages 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 2017 are less than \$53,930 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 give an employee a Form W-2 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 you give an employee a substitute Form W-2, but it 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, 2018.

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 download copies of the notice at [www.irs.gov/FormsPubs](http://www.irs.gov/FormsPubs). Or you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to order it.

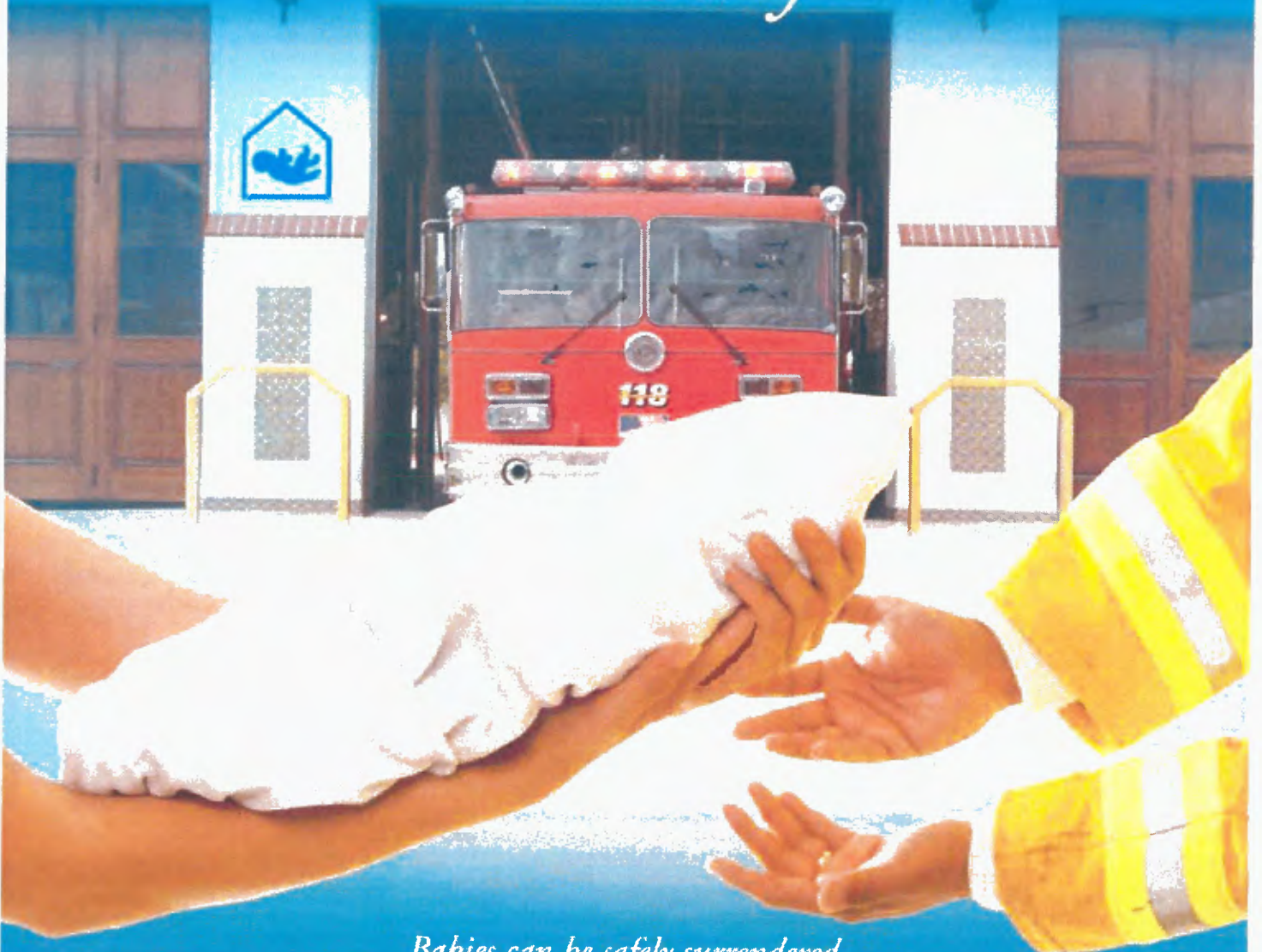
#### How Will My Employees Know If They Can Claim the EIC?

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

#### How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2017 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2017 and owes no tax but is eligible for a credit of \$800, he or she must file a 2017 tax return to get the \$800 refund.

# *Safely* Surrendered *Baby Law*



*Babies can be safely surrendered  
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

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

## How does it work?

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

## What if a parent wants the baby back?

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

## Can only a parent bring in the baby?

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

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

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

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

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

## What happens to the baby?

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

## What happens to the parent or surrendering adult?

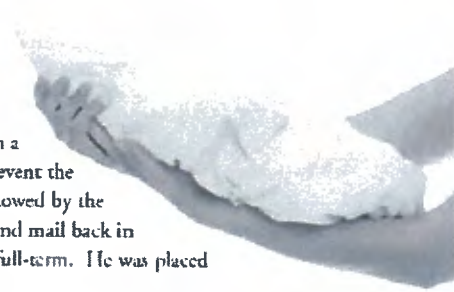
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

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

## A baby's story

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



# *Ley de* Entrega de Bebés *Sin Peligro*



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

**Sin pena. Sin culpa. Sin nombres.**

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

[www.babysafela.org](http://www.babysafela.org)





# Ley de Entrega de Bebés Sin Peligro

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

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

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

## ¿Cómo funciona?

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

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

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

## ¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

## ¿Qué pasará con el bebé?

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

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

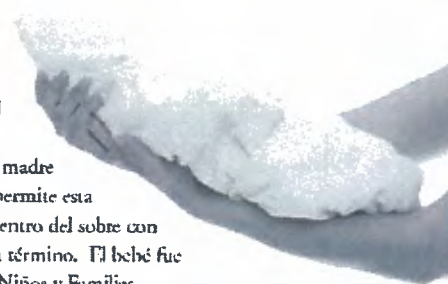
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California? ?

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

## Historia de un bebé

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



**Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

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

**2.206.010 Findings and declarations.**

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

**2.206.020 Definitions.**

The following definitions shall be applicable to this chapter:

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

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

**2.206.030 Applicability.**

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

**2.206.040 Required solicitation and Contract language.**

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

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

**2.206.050 Administration and compliance certification.**

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new Contract, or renewal, extension or amendment of an existing Contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in

payments due under any approved payment arrangement (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.060 Exclusions/Exemptions.**

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

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

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

**2.206.070 Enforcement and remedies.**

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

**2.206.080 Severability.**

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

**Bid Submission Instructions**

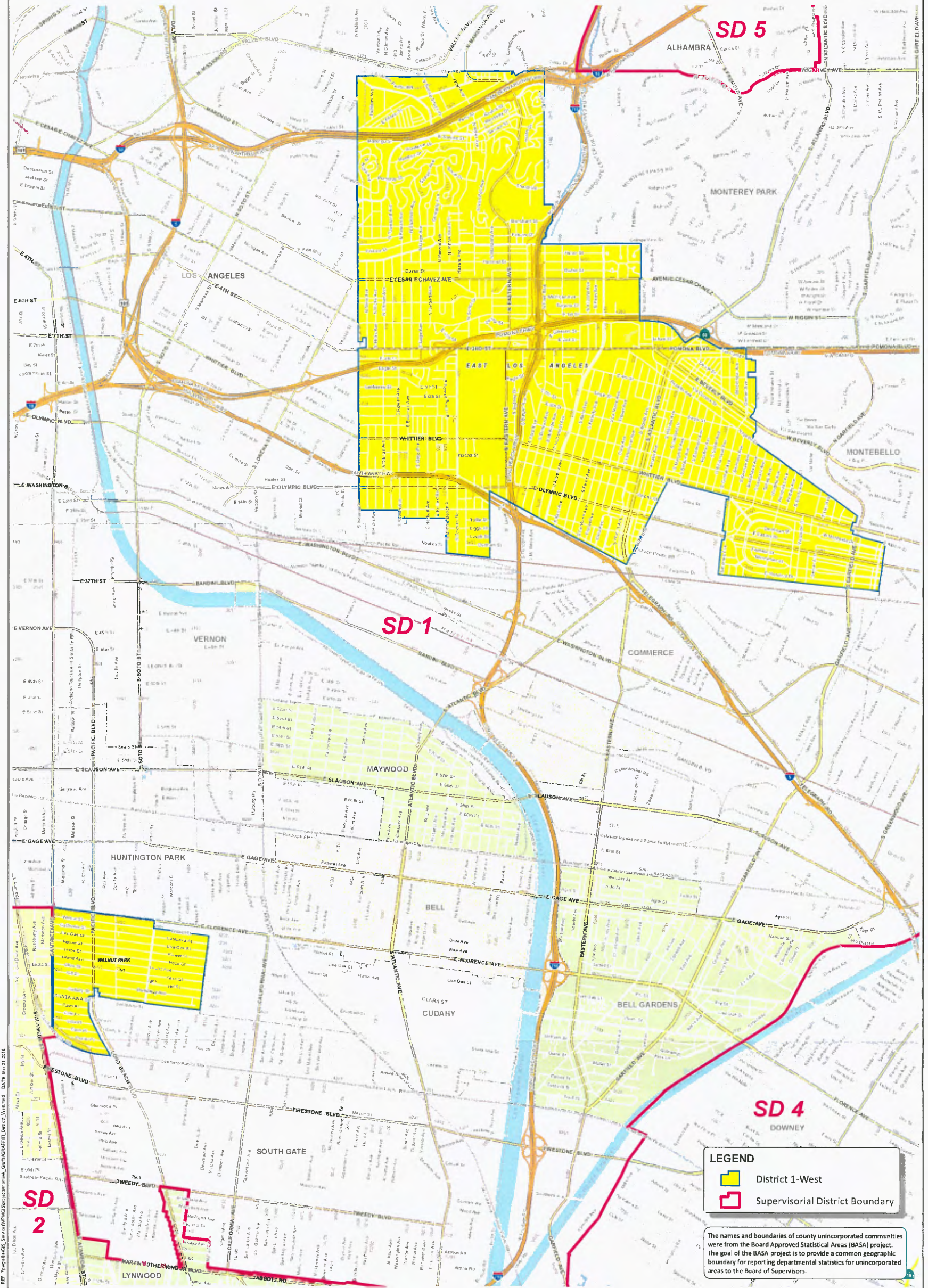
1. Public Works will send an Invitation for Bids (IFB) to all Qualified Contractors. Public Works, in its sole discretion, may send the IFB to Qualified Contractors via email or other electronic methods.
2. In order for the bid to be considered responsive and responsible, Qualified Contractors shall comply with all requirements of the IFB.
3. IFB may request the Qualified Contractors to meet additional Minimum Mandatory Requirements that were not part of the Statement of Qualifications and/or provide information that the Minimum Mandatory Requirements, which was satisfactorily met by the Qualified Contractor at the time of SOQ submission, is still valid.
4. IFB will include a job-specific Scope of Work and related exhibits, if applicable.
5. IFB may mandate that all Qualified Contractors attend a mandatory walk-through.
6. IFB will include a comprehensive Form PW-2, Schedule of Prices, for the work identified.
7. Contractor shall submit a sealed bid prior to the deadline indicated in the IFB as well as any additional licenses/certificates, and/or additional experience and equipment requirements. Public Works, in its sole discretion, may request that bids be submitted via email or other electronic methods.
8. In accordance with Statements of Qualifications, Part I, Section 4, Evaluation of Statement of Qualifications; Award and Execution of contract, Public Works will award a Contract to the responsive and responsible Qualified Contractor with lowest bid, adjusted, as applicable, by the Local SBE Preference, Transitional Job Opportunities Preference, Disabled Veteran Business Enterprise (DVBE) Preference, and any other additional evaluation criteria as indicated in the IFB.
9. Public Works, in its sole discretion, reserves the right to negotiate submitted bid's price, to achieve the most beneficial price for the County. The negotiation with the responsive and responsible Qualified Contractor with the lowest bid will not result in a change in the rating of the bidders.
10. If the IFB requests multiple quotations, no bid will be considered unless the bidder submits a price on all items within each category.
11. Public Works, in its sole discretion, reserves the right to cancel this IFB process at any time.



# LOS ANGELES COUNTY GRAFFITI REMOVAL SERVICES EXHIBIT G / DISTRICT 1-WEST



0 0.25 0.5 Mile



REF: "New Baseline" - Source: GIS/Mapping & Property Management Division, Mapping & GIS Services Section DATE: Mar 21, 2018

**LEGEND**

- District 1-West
- Supervisorial District Boundary

The names and boundaries of county unincorporated communities were from the Board Approved Statistical Areas (BASA) project. The goal of the BASA project is to provide a common geographic boundary for reporting departmental statistics for unincorporated areas to the Board of Supervisors.



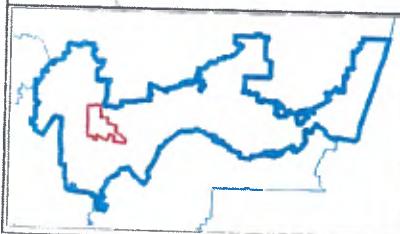
Board Approved Statistical Areas (BASA) Project 2015  
 Supervisorial District 1  
 Unincorporated - East Los Angeles





District 5

Unincorporated - East Los Angeles

LA County



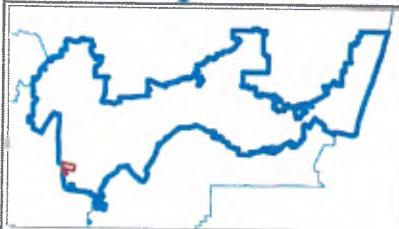
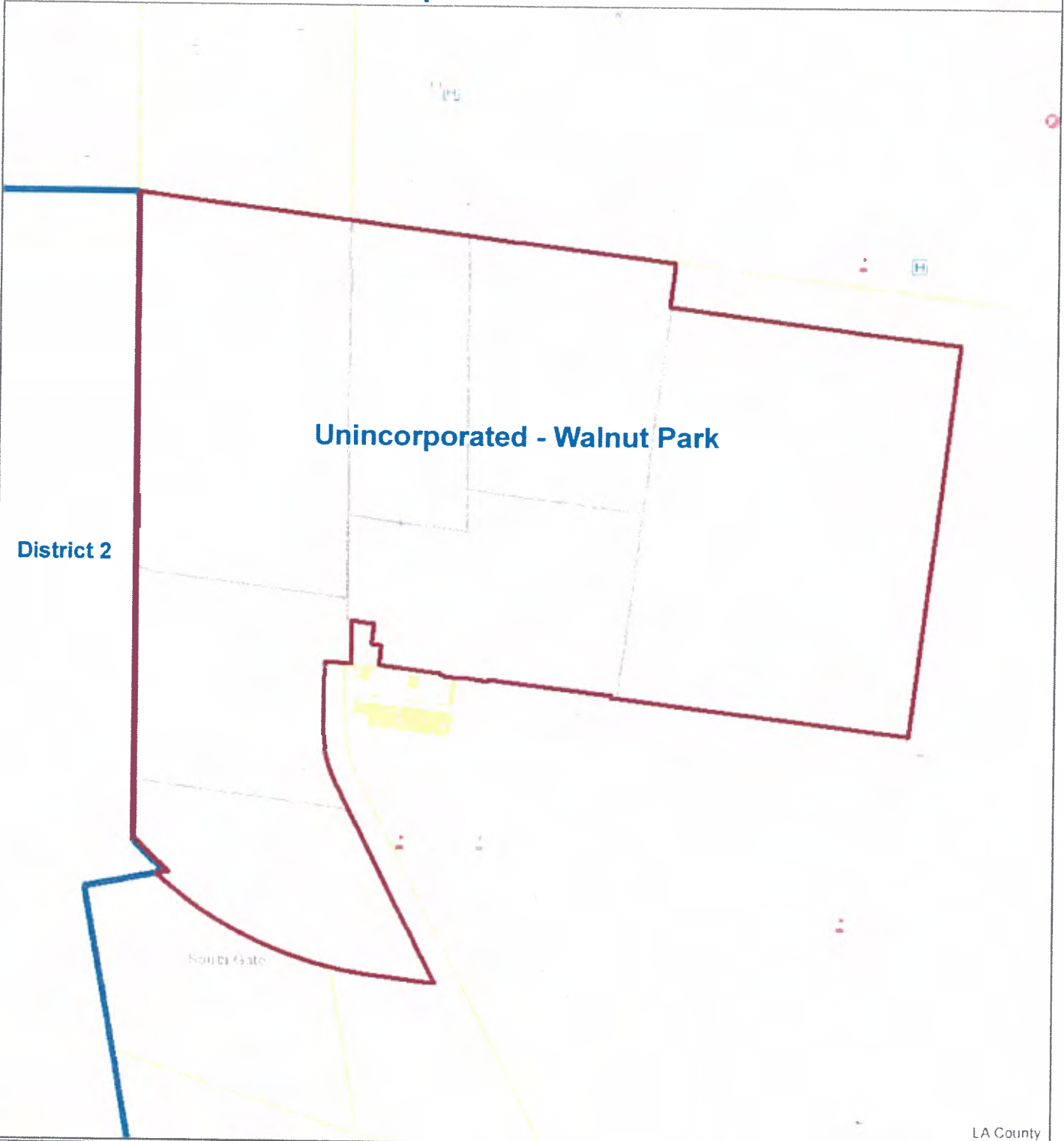
-  Supervisorial Districts
-  Unincorporated - East Los Angeles by Census Block Groups









# Board Approved Statistical Areas (BASA) Project 2015 Supervisorial District 1 Unincorporated - Walnut Park



-  Supervisorial Districts
-  Unincorporated - Walnut Park by Census Block Groups



# County of Los Angeles

## Graffiti Removal Services “Statement of Qualifications” (2015-SQPA002)

April 9, 2015



### Superior Property Services, Inc. Superior Graffiti Solutions

9129 Perkins St.  
Pico Rivera, CA 90660  
(562) 801-9200  
FAX (562) 801-9230  
(800) 741-2532  
Website: [www.4superior.com](http://www.4superior.com)

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• PW-5	Conflict of Interest Certification
• PW-6	Proposer's Reference List
• PW-7	Proposal Equal Employment Opportunity Certification
• PW-8	List of Subcontractors
• PW-9	CBE Firm/Organization Information Form
	i. Local SBE Certification
• PW-10	Gain and Grow Employment Commitment
• PW-11	Transmittal Form (submit only if requesting a review)
• PW-12	Charitable Contributions Certification

- PW-13 Transitional Job Opportunities Reference Application
- PW-14 Proposer's List of Terminated Contracts
- PW-15 Proposer's Pending Litigations and Judgments
- PW-16 Proposer's Insurance Compliance Affirmation
- PW-17 Certification of Compliance with the County's Property Tax Reduction Program
- PW-18 DVBE Form
- PW-19 Compliance with Minimum Requirements of the RFP
- LW-2 Living Wage Exemption Application
- LW-3 Contractor Living Wage Declaration
- LW-4 Acknowledgement and Statement of Compliance
- LW-5 Labor/Payroll/Debarment History – N/A
- LW-7 Proposers Medical Plan
- LW-8 Staffing Plan & Cost Methodology (Not required with SOQ)
- LW-9 Wage and Hour Record Keeping



**Superior Property Services, Inc**  
Superior Graffiti Services  
Superior Graffiti Solutions

April 9, 2015

County of Los Angeles  
Department of Public Works  
Attn.: Ms. Gail Farber, Director of Public Works  
900 S. Fremont Ave.  
Alhambra, CA 91803-1331

RE: Graffiti Removal Services – Statement of Qualifications (2015-SQPA002)

Dear Ms. Farber,

Superior is pleased to submit the enclosed SOQ to the County of Los Angeles for “Graffiti Removal Services.”

We have reviewed the information provided and are confident Superior can meet all the requirements as outlined in your SOQ.

The following are the individuals authorized to make representations with respect to this proposal:

Ron Bruneck, President  
9129 Perkins St.  
Pico Rivera, CA 90660  
[Ron@4superior.com](mailto:Ron@4superior.com)

Nancy Hernandez, Vice President  
9129 Perkins St.  
Pico Rivera, CA 90660  
[Nancy@4superior.com](mailto:Nancy@4superior.com)

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 (562) 801-9200 should you or your staff has any questions.

Respectfully,

Superior Property Services, Inc.

Ron Bruneck  
President

State of California  
Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME:

SUPERIOR PROPERTY SERVICES, INC.

FILE NUMBER: C1764613  
FORMATION DATE: 06/02/1995  
TYPE: DOMESTIC CORPORATION  
JURISDICTION: CALIFORNIA  
STATUS: ACTIVE (GOOD STANDING)

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

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

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



IN WITNESS WHEREOF, I execute this certificate  
and affix the Great Seal of the State of  
California this day of July 17, 2014.

*Debra Bowen*

DEBRA BOWEN  
Secretary of State



**State of California**  
**Secretary of State**

S

**Statement of Information**

(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

**IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM**

F495004

**FILED**

In the office of the Secretary of State  
of the State of California

MAR-23 2015

1. CORPORATE NAME

SUPERIOR PROPERTY SERVICES, INC.

2. CALIFORNIA CORPORATE NUMBER

C1764613

This Space for Filing Use Only

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

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

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

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

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY	STATE	ZIP CODE
9129 PERKINS STREET, PICO RIVERA, CA 90660			
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE
6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4	CITY	STATE	ZIP CODE

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

7. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
RONALD BRUNECK	9129 PERKINS STREET, PICO RIVERA, CA 90660			
8. SECRETARY	ADDRESS	CITY	STATE	ZIP CODE
RONALD BRUNECK	9129 PERKINS STREET, PICO RIVERA, CA 90660			
9. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
RONALD BRUNECK	9129 PERKINS STREET, PICO RIVERA, CA 90660			

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

10. NAME	ADDRESS	CITY	STATE	ZIP CODE
RONALD BRUNECK	9129 PERKINS STREET, PICO RIVERA, CA 90660			
11. NAME	ADDRESS	CITY	STATE	ZIP CODE
LARRY DCRONA	12851 VIEW RIDGE DRIVE, SANTA ANA, CA 92705			
12. NAME	ADDRESS	CITY	STATE	ZIP CODE
DIANE DECRONA	12851 VIEW RIDGE DRIVE, SANTA ANA, CA 92705			

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

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

14. NAME OF AGENT FOR SERVICE OF PROCESS

DIANE DECRONA

15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE  
17671 IRVINE BLVD., SUITE 106, TUSTIN, CA 92780

**Type of Business**

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION  
PAINTING CONTRACTOR: GRAFFITI

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

03/23/2015

RONALD BRUNECK

PRESIDENT

DATE

TYPE/PRINT NAME OF PERSON COMPLETING FORM

TITLE

SIGNATURE

# BACKGROUND





## Background

Superior Property Services, Inc., including Superior Graffiti Solutions and Superior Pressure Washing offer the kind of unique experience in all areas of graffiti abatement; pressure washing; Anti-Graffiti coatings and anti-graffiti products, rarely found in other companies. Superiors Vision of 'Thinking About Tomorrow' reflects our profound respect for our environment and our responsibility to operate in a way that recognizes the impact we have on tomorrow's future. Please check out our WEB SITE for additional information: [www.4superior.com](http://www.4superior.com)

From the companies owners down we take pride in working together to provide the best products, technology and services available. Our innovative solutions and responsiveness to our clients have established Superior as a leader in the graffiti abatement industry. We are 'Thinking About Tomorrow' and strive to improve the quality of life by providing cleaner and safer communities. We bring this vision to life through the power of our outstanding employees working hard to provide unmatched client services. The founders of Superior have over 80 years of combined business experience building relationships on integrity and being responsive to our clients.

### **We strive to always be a part of the solution.**

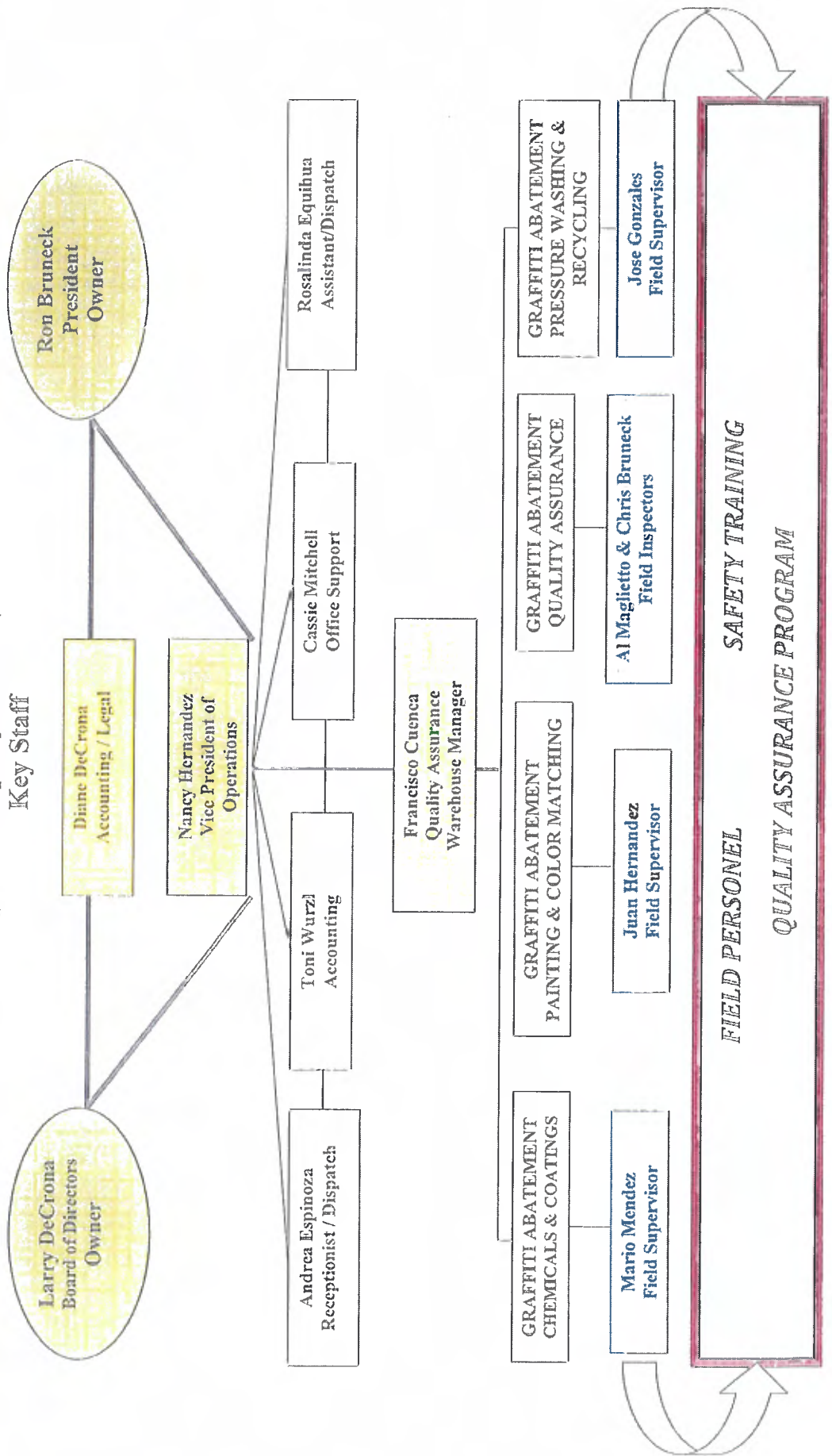
- Superior will succeed only by creating value for our clients
- Superior will reward our employees who accept responsibility and provide superior service to our clients
- Superior will always strive for excellence
- Superior will work to protect the environment
- Superior will foster teamwork
- Superior recognizes our most valuable assets are our people and clients

#### **Superior Facts:**

- California Corporation
- Ron Bruneck, President & Founder
- Nancy Hernandez, Vice President Operations
- *Larry DeCrona, President Emeritus*
- In business since 1993
- Eighteen years of Graffiti Abatement experience
- Currently employ 35 full time people
- Licenses: C33; C61/D38 and General Contractor
- Corporate Offices & warehouse located in Pico Rivera
- Anaheim warehouse



Superior Property Services, Inc.  
Key Staff



## *Staff/Key Personnel*



### **Ronald L. Bruneck**

President

Founder/Board of Directors

---

Mr. Bruneck 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 2,500 residential units and numerous commercial properties. He obtained his real estate broker's license in 1976, owned and managed Lanco Property Management until 1989. He started CDS Maintenance which later became Superior Property Services in 1994. 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 Mr. Bruneck have worked together for 30 years and in 1994 became partners to form Superior Property Services, Inc. Mr. Bruneck is involved in the day-to-day operation of all Los Angeles County contracts. His responsibilities include area inspections and resolution of any and all issues in a timely manner.



## **Lawrence E. DeCrona**

Founder/Board of Directors

---

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 Pomona where he obtained a degree in Business Administration. He began his career in real estate in 1973 and specialized in residential and commercial income producing properties and holds a General Contractors license.

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 retired as President in January, 2014 and assumed the role of President Emeritus. He served as President of Superior Property Services, Inc. for 18 years. He looks forward to spending more time with his wife, children and grandchildren; as well as traveling and volunteering at his church. He will continue to work on special projects for Superior and retain an ownership interest and member of the Board of Directors.

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.





**Nancy Hernandez**

Vice President of Operations

---

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 directly oversees the office staff and 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 and has been for over 20 years. Ms. Hernandez is the main contact person for all Los Angeles County contracts.

***Experience:***

Lanco Property Management	1991~ 1992
CDS Maintenance	1992 ~ 1993
Superior Property Services, Inc.	1993 ~ Present

***Education:***

Santa Ana Valley High School	1994
Orange Coast College	1994 ~ 2000
Business Major	

***Language:***

English & Spanish

*Francisco Cuenca*

---

*Operations Manager  
Quality Assurance*

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. Mr. Cuenca is available to meet with Los Angeles County field inspectors upon request. In addition to insuring we are meeting or exceeding the requirements of our Los Angeles County contracts, Francisco works with our crews to lead by example.

**Experience:**

Superior Property Services, Inc.	1999 ~ Present
Janitor	
Janitorial Supervisor	
Pressure Washer	
Graffiti Abatement	
Graffiti Abatement Crew Supervisor	
Operations Manager & Quality Assurance Supervisor	

**Education:**

Saddleback High School	1989
------------------------	------

**Language:**

Spanish & English

*Rosalinda Equihua*

---

*Assitant & Scheduling/Dispatch*

Miss Equihua is experienced in QuickBooks, Word, excel, and PowerPoint presentations. Miss Equihua handles all of our data entry. She currently is attending Santa Ana College working towards a degree in business. Ms. Equihua responsibilities include the scheduling and routing of our crews in the field. She is very familiar with the use of Graffiti Tracker; TAGRS and other graffiti abatement monitoring systems. Miss Equihua is responsible for assigning our crews their work orders and insuring all Los Angeles County work orders are completed within the 48 hour response time.

**Experience:**

Superior Property Services, Inc.	2008 ~ Present
----------------------------------	----------------

**Education:**

Santa Ana High School, Santa Ana, CA	2008
Santa Ana College	Present

**Language:**

English & Spanish

## Andrea Espinoza

---

### *Receptionist/Data Entry*

Miss Rodriguez helps with the office work and answering the phones. Ms. Rodriguez assist in the scheduling of crews and distributing work orders throughout the day.

### **Experience:**

Superior Property Services, Inc. 2012 ~ Present

### **Education:**

Whittier High 2004

### **Language:**

Spanish & English

## Chris Bruneck

---

### *Quality Assurance 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 is responsible for inspecting each contract area. Chris understands the importance of maintaining Superiors high standards of service and quality of work. He also helps out with graffiti abatement when necessary. In addition, Chris has become a certified applicator of several different anti-graffiti coatings and has become an expert in restoration work.

Chris has a passion for soccer, enjoys music and working out.

### **Experience:**

Superior Property Services, Inc. 2003 ~ Present

### **Education:**

Tustin High School 2005  
Santiago Community College 2005 ~ 2006  
Woodbury University 2006 ~ 2007

### **Language:**

English

## Al Maglietto

---

### *Quality Assurance Inspector*

Mr. Maglietto is the newest member of our management team. Al has been self employed for many years and has a strong background in Wood working, construction, painting, graphic design and photography. He has spent his whole life in the Los Angeles area and attended Los Angeles public schools.

#### **Experience:**

Joslin Lumber	1969 ~ 1974
McDonald Douglas Aircraft	1974 ~ 1980
Al's Painting Contractor	1980 ~ 2010
Superior Property Services, Inc.	2010 ~ Present

#### **Education:**

Gardena High School	1972
El Camino College	1972 ~ 1974

#### **Language:**

English

## Jose Gonsales

---

### *Field Supervisor*

### *Pressure Washing / Recycling*

Jose worked for several years on our graffiti abatement crews and was trained to handle our pressure washing and water recovery and recycling equipment. He has recently been promoted as a supervisor overseeing our pressure washing crews and equipment.

#### **Experience:**

Superior Property Services, Inc.	2006 ~ Present
----------------------------------	----------------

#### **Education:**

McLane High School	1992
--------------------	------

#### **Language:**

Spanish & English



## Mario Mendez

---

*Field Supervisor  
Chemicals/ Coatings & Glass*

Mario is bilingual and has been involved in the janitorial industry prior to joining our Superior team. As a result of his experience with cleaning chemicals we promoted Mr. Mendez as a supervisor over seeing all graffiti abatement removal using chemicals and protective coatings. Recently we added etched glass repairs to our services and Mario is our in house expert in window and glass repairs. He has worked his way up from a janitor position to building supervisor, area manager, and lead floor crew supervisor to area supervisor. Mario works closely with our other supervisors in improving training techniques and reporting procedures.

***Experience:***

Superior Property Services, Inc. 2003 ~ Present

***Education:***

Escuela Secundaria Mixta, Jalisco, Mexico 1992

***Language:***

Spanish & English

## Juan Hernandez

---

*Field Supervisor  
Painting & Color Matching*

Juan began with Superior as a graffiti abatement crew member working on Los Angeles County contracts. Juan now oversees all of our painting crews and all issues with color matching. He spends a great deal of his time in the field checking color matches and the quality of work being performed.

***Experience:***

Superior Property Services, Inc. 2005 ~ Present

***Education:***

Colegio Benito Juarez, Ciudad de Mexico, MX 1980

***Language:***

Spanish & English

# *Superior Graffiti Abatement Team*

All of our crew members have had a minimum of one year of prior painting experience. They must have and maintain a clean driving record. They receive extensive training by Superior prior to being placed on a crew in the field. They learn paint color matching, painting techniques, reporting, safety procedures, paint sprayer maintenance and additional training in their specific area.









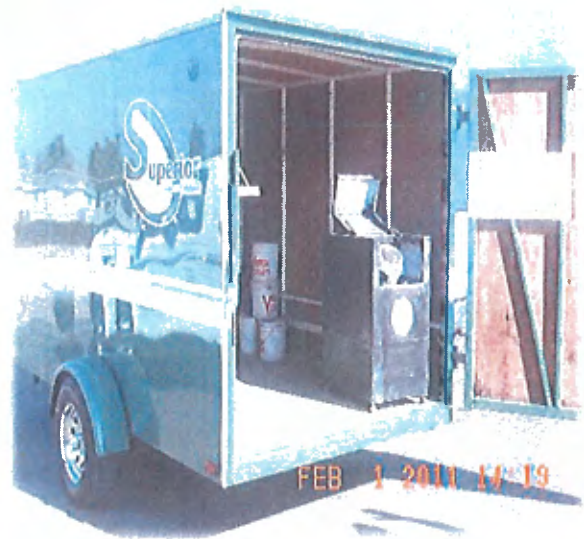


## Graffiti Tracking System

**Superior** currently uses one of the most popular tracking system, TAGRS (Tracking Automated and Graffiti Reporting System). TAGRS was developed by the Orange County Sheriff's Department and is a GPS / smart phone based system which allows law enforcement to maintain and share information. Superior has developed a tracking system similar to Graffiti Tracker which is currently used across the country. Our system TagProfiler was developed to better serve clients in facilitating the reporting and tracking of graffiti in real time. Mobile applications will enable Superior abatement crews and city employees to photograph graffiti which automatically records its locations via GPS and tracks the progress through the removal process. This system improves Superior's ability to manage our graffiti removal operations and may lead to more arrests of tagging offenders. Both systems would be included at no additional costs and would require minimal training.

## Color Matching

**Superior** has the same color matching systems found in paint stores with the added ability of onsite color matching with the use of our hand held portable color measurement device. Plus we have a full mobile color matching unit equipped with everything needed to provide a perfect match on site. Our mobile trailer includes computerized color matching software; tint carousel; small paint shaker and all the color tints and bases to complete the perfect job. All of our graffiti abatement crews are trained in proper painting techniques and color matching. The use of the right paint color eliminates effects of ghosting and/or shadowing and allows us to properly block the graffiti without creating an unsightly patch work effect. Our crews take precautions to not do any further harm to the surface, the surrounding area and they make sure the work area is properly protected and designated as such.



## Environmentally Preferable Procurement Policy

*Superiors' Vision of 'Thinking About Tomorrow'* reflects our profound respect for our environment and our responsibility to operate in a way that recognizes the impact we have on tomorrow's future.

From the companies owners down we take pride in working together to provide the best products, technology and services available. Our innovative solutions and responsiveness to our clients have established Superior as a leader in the graffiti abatement industry. We are 'Thinking About Tomorrow' and strive to improve the quality of life by providing cleaner and safer communities. We bring this vision to life through the power of our outstanding employees working hard to provide unmatched client services. Superior has added a 400 gallon propane tank and refueling system to our facilities. We use propane for some of our vehicles' and pressure washing equipment. We are constantly looking for ways to increase our ability to use alternative fuels.

Superior makes every effort to use only recycled paints provided to us by both Vista Paints and Acrylatex Coatings. Please feel free to check out the following web sites for additional information:



[www.graffitiremovalinc.com](http://www.graffitiremovalinc.com)

[www.acrylatex.com](http://www.acrylatex.com)

[info@farrowsystem.com](mailto:info@farrowsystem.com)





## Superior Property Services, Inc.

### PROPOSER'S REFERENCE LIST

#### A. County of Los Angeles Graffiti Abatement Contracts

1997	Zone 1A (City Terrace)
1998-1999	Zone 1A, 1B (East Los Angeles) and Flood Control Channels
1999-2002	Zone 1D, 1E, 1D, 2A, 2B, 4A, and 5A
2003-2005	Zone 1A, 1B, 1D, 1G, 2A, 2D, 2E, Flood Channel, and 2 <sup>nd</sup> Story (District 1 & 2)
2005 – 2012	Zone 1D, 2B, 2D and 2 <sup>nd</sup> Story (District 1 & 2)
Current Fiscal Year	Zone 1A, 1B, 1E, 1G, 2C, 2E, 5A, 5C, 5D, 5E, 5F, and 5G

#### B. Other governmental agencies and private companies

2001 – Current Fiscal Year	County of Orange (Graffiti Abatement Contract) Includes County buildings County Court house interior/exterior County Flood Control Channels
Current Fiscal Year	City of Lake Forest (Graffiti Abatement/Pressure Washing)
Current Fiscal Year	City of Duarte (Graffiti Abatement)
2008 – Current Fiscal Year	City of Orange (Graffiti Abatement Services)
2012 – Current Fiscal Year	City of Anaheim (Graffiti Abatement Services)
2010 - Current Fiscal Year	City of West Hollywood (Graffiti Abatement/Pressure Washing)
2010 – Current Fiscal Year	City of Simi Valley (Graffiti Abatement Contract)
2006 – 2009	City of Colton (Graffiti Abatement Contract)
2004 – 2008	Santa Ana Police Department (Pressure Washing and Graffiti Abatement)
2006 – 2011	City of West Covina (Graffiti Abatement Contract)
2004 – 2006	San Bernardino (Graffiti Abatement Contract) Supervisory Districts 2 & 4

# WORK PLAN APPROACH



## PLAN OF ACTION / APPROACH

### Proposed Coverage

- Roving paint crews Monday ~ Friday 6:00am to 2:30pm
- If required, also Saturday & Sunday coverage
- Pressure Washing Crews
- Supervisor (available 7 days/week)
- Monthly Area Blitz
- Additional support as requested or needed

Superior has many years of experience in providing graffiti removal in all areas for the County of Los Angeles. In fact, we were the first contractor to provide graffiti abatement service for all of the flood channels in the initial contract issued in 1998/1999. 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. Superior is the only contractor to use special formulated products to remove graffiti from the asphalted bike paths. We also customized our trucks and scheduled routes to systematically proactively patrol all assigned areas, to insure we exceed the standards of our contract. Superior has led the industry in finding better graffiti abatement solutions. When responding to specific RFP's we develop a very specific plan of actions to detail how we will best use our crews and resources to exceed the scope of work outlined in the proposal specifications. We identify the "hot spots" and establish a proactive grid and assign our crews and equipment accordingly

### Extra Support:

Our extra support teams are available to fill in where needed and used to conduct monthly blitz's. When need they become the 2<sup>nd</sup> crew member to our existing crews to provide more service and safety, if necessary.

In addition to the regular crews we will have a supervisor inspect each area on a regular basis. Our Supervisor will be available to assist in graffiti removal when necessary. The supervisor shall submit to our office a weekly status report detailing all work performed in these channels.

Over the years we have established a partnership with major suppliers to provide us with recycled paints and equipment at the lowest prices possible.

Our crews will be based out of one of our two locations located in Pico Rivera and/or Anaheim. As a result of locating our crews closer to their assigned areas we can reduce drive time and increase the actual time removing graffiti. In the event of rain, high graffiti incidents or special requests our crews are available to work longer shifts and Saturdays. All crews are uniformed, equipped with cell phones and GPS mapping.

Each truck is equipped GPS tracking system which provides us with real time location; stops; and a great deal more information about each driver's tendencies. Our vehicles' are custom fitted to enhance our crew's ability to provide the most efficient service possible.

No other contractor has the reputation Superior has for contributing back to the communities we service. We have always taken a proactive approach to removing graffiti and participate in all programs that work to that end.



## ***Personnel Management***

### **Training**

All new crewmembers go through an extensive training program prior to working in the field. Our training program consists of the following:

- ◆ Three days of painting techniques; color matching; equipment care; preparation and cleanup;
- ◆ One day of safety procedures; Material Safety Data Sheets; office procedures; dress codes; jury duty; payroll reporting and Living Wage requirements
- ◆ Two days of field training and familiarization with specific graffiti removal techniques and areas
- ◆ One day learning all Los Angeles County requirements and contract specifications.
- ◆ One day reviewing safety and Quality Assurance programs
- ◆ Five days of field training with a supervisor.
- ◆ Employee must demonstrate competence in all areas
- ◆ Supervisor must sign off on all areas of training

We have an existing relationship with Vista Paints and have established a training program where they 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 safety and training sessions for all personnel. This training includes safety issues as well as other employment issues, such as sexual harassment, employment benefits and polices. We also conduct additional training in equipment, color matching, chemical applications for abatement, proper removal techniques and possibly new types of graffiti removal.

Superior requires all crew members to be bilingual and in order to insure that takes place we encourage all employees to attend English/Spanish classes. We provide flexible schedules and reimburse up to 75% of the cost for such classes.

### **Communication**

Superior provides all clients with the emergency numbers of all key employees including both owners. Our emergency numbers are a part of our after hour's voice mail message accessible 24/7.

Currently all Superior field employees are assigned a smart cell phone with GPS tracking system. This GPS tracking system allows us to monitor their location at all times. We have the ability to move crews based on location which allows us to provide quicker response and be much more efficient. We use the GeoPal mobile management system which allows our crews to obtain signed liability releases on site. This system allows us to adjust routes; handle all requests in a timely manner and retrieve special work orders such as previous color matches and custom colors. All phones have our TAG PROFILER web based work order tracking system application installed on them. This real-time system allows us to dispatch, route, monitor and document all work orders in real time. Our office personnel are able to submit work orders including any photos to our field technicians and answer any questions.

### **Recruitment & Replacement**

Superior has a very low employee turnover ratio, because of our extensive training program, it is in our best interest to retain our employees. Therefore we have initiated several incentive and bonus programs as well as regular employee lunches and raffles. We want our employees to stay, so we work hard to provide a great work environment for them. When we find a need to hire or replace an employee we usually do so through personal referral and we have an ongoing waiting list of potential applicants. All potential new hires must agree to a complete background check including criminal and driving records, which are completed by an outside agency.

### **Quality Control**

Superior has a quality assurance program in place. Al Maglietto would be responsible for monitoring these areas if contracts are awarded to Superior. Each employee is of the standards as outlined in the Los Angeles counties Scope of work. Based on the inspections and evaluations of our Quality Assurance inspector each crew member will have opportunities to win cash and prizes for meeting or exceeding our standards for these areas.

## **Supervision**

Superior has implemented a three tier level of supervision. Each area is assigned a field supervisor working in the area and responsible for handling daily issues and problem areas. The supervisor also acts as a back up to the assigned abatement crew in the event of illness or vacations. We also have our quality assurance supervisor who regularly inspects the area and is available to meet with Los Angeles County field inspectors whenever needed or requested. Finally, we have the operations manager, who can conduct his own inspections and is responsible for establishing training guidelines and evaluation reports of all field employees and areas. The operations manager reports directly to our office manager and the company owners.

We insist that our supervisors work with our crews and not interfere with their work. Our supervisors are all "hands on" including the company owners. Everyone, from the top down understands our goal of zero tolerance and work in the most productive way possible to achieve that goal.

## **Transporting Workers**

Superior's warehouses are located centrally to our graffiti abatement contracts. Employees are required to report 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 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 and equipment.

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 are ready for each crew.

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### **Uniforms**

All Superior Graffiti Abatement crews are required to wear safety work boots; clean work pants and high visible safety vests. In addition, Superior is the only contractor providing daily laundered uniform shirts with identification and safety stripes to all our field technicians. We believe it is important that our crews who represent the County look, act and be professional at all times. Each employee is provided with an Identification badge which identifies the employee, company and immediate supervisor and telephone number. This information must be presented upon request by any individual.

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### **Emergency & Contingency Planning**

Superior works in what could be considered a high risk environment, and as such we take our employee's safety and emergency training very serious. No employee is ever required to put themselves or their fellow worker in a dangerous situation. Every Superior vehicle is provided with safety equipment and emergency instructions along with emergency contact phone numbers. In some areas we provide two man crews and/or multiple crews to provide additional safety.

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### **Billing Methods / 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 developing a program 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 our warehouses are located 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. Vehicles are inspected, re-fueled and re-stocked with supplies every evening. This allows our graffiti crews to spend far more time actually removing graffiti than any of our competitors.

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### ***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.

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### ***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 o 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 preceding 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 dependents 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. Superior agrees to pay for one-half of the cost of all employees after a ninety day waiting period. The cost of dependent coverage is the responsibility of each employee. Insurance will be deducted from employees' paychecks.

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.

State of California  
Department of Industrial Relations  
Cal/OSHA Consultation Service  
1 Centerpointe Drive, Suite 150  
La Palma, CA 90623  
Phone: (714) 562-5525  
Fax: (714) 562-5555

EDMUND G. BROWN JR., Governor



July 11, 2013

Certificate #: G1773

Superior Property Services, Incorporated  
Attention: Mr. Ron Bruneck  
9129 Perkins Street  
Pico Rivera, CA 90660


**GOLDEN GATE PARTNERSHIP RECOGNITION**

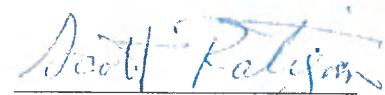
Dear Mr. Bruneck:

Congratulations, your company has been recognized by the Cal/OSHA Consultation Service for its effort in implementing and maintaining an effective injury and illness prevention program during the Cal/OSHA Consultation Service visit on June 25, 2013.

Golden Gate recognition was developed to provide motivation and support to employers who proactively work with their employees and the Cal/OSHA Consultation Service. During our consultative visit to your company, your managers and employees demonstrated a commitment to continuously improve the effectiveness of its workplace safety and health management system. This commitment to workplace safety and health is being commended by the Cal/OSHA Consultation Service. Thank you for taking an active participation in occupational safety and health in your workplace.

Sincerely,

  
Herman Jett  
Area Manager, La Palma Office

  
Scott Ratigan  
Associate Safety Engineer



# EQUIPMENT



## **Equipment**

Superior takes pride in providing clients with the best service possible, to do so we maintain the best equipment for the job. We are constantly upgrading vehicles and equipment and have initiated our **10/20/30 Replacement Program**. Superior replaces **10%** of our vehicles' every year; **20%** of our pressure washers and **30%** of our paint sprayers. Superior Recently invested \$400,000 in up grading our vehicles'; pressure washers and paint sprayers. We have added 12 new Ford F150 and 250 trucks to our fleet along with four new pressure washers with water recovery systems and fifteen new high performance commercial paint sprayers. In addition, we have an ongoing testing program to pursue alternative products; newer technology and equipment. Superior has an ongoing maintenance program designed to maximize the safety and condition of all vehicles and equipment. All vehicles are rotated out of service every three months and undergo a complete maintenance and safety check by an independent auto mechanic. Our paint sprayers are independently serviced by an outside contractor every four months and our pressure washers and water recovery systems are also independently serviced by an outside contractor every three months. Each contractor is required to provide a detailed comprehensive report and safety check of each item serviced.

We have set up our graffiti trucks in four ways to maximize efficiency:

### **Quick Attack Paint Truck**

Usually a smaller truck equipped to move easily through traffic removing smaller size tags and a greater number of sites. This truck maintains a larger selection of paint colors all in 2 gallon paint buckets; a smaller commercial paint sprayer and chemicals for removing graffiti from signs, glass and polls. This truck may also be equipped with a battery operated hand held paint sprayer with quart paint cups, for smaller tags which cannot be removed with using a paint roller to cover. A one person crew is provided with this vehicle.

### **Standard Paint Truck**

Full size ½ ton trucks custom fitted with aluminum flatbed instead of the standard truck bed. These trucks are equipped with high capacity/volume commercial airless paint sprayers; minimum of 300 feet of paint hose; larger quantity of paint and chemicals for removing graffiti from non painted surfaces. These trucks are capable of handling any size of graffiti tag on walls or alleys; color matching and if necessary painting whole blocks or buildings with graffiti above 12 feet. This truck is usually manned with a 2 person crew to increase efficiency, safety and output.



## Paint Truck w/ Pressure Washer (combo)

### Pressure Washing Truck

#### Specialized Equipment

- Hand held paint sprayers  
Used for smaller areas where larger spray rigs are not convenient or over spray may be of concern.
- Tornado Advanced Cleaning System  
Ideal for the very sensitive type blasting, alternative to pressure washing. Our system uses no water or chemicals and blasting material is contained in a closed system. No system like it in the Los Angeles area.
- 55 gallon paint tanks  
Allows for continuous painting without having to constantly stop to change out the typical 5 gallon buckets.

### Additional Equipment Available



The Farrow System is a trailer mounted low pressure system using environmentally friendly blasting media. The advantage of this system is to provide a less aggressive more environmentally friendly way to abate graffiti. We have been successful using this system to restore concrete light poles once often painted, to their original condition. We then apply an anti-graffiti coating to protect the pole from any further damage.

Now Offering the Latest in Environmentally Friendly Green Technology:

The  
**FARROW**  
System

- ✓ 100% Recycled Glass Media
- ✓ California Air Control Board (CARB) approved
- ✓ Strategic Petroleum Reserve approved
- ✓ Non-toxic, Completely Inert





### ***Tornado Advance Cleaning System (ACS)***

*The patented cleaning equipment Tornado ACS operates with a unique and revolutionary low pressure blasting procedure without using high pressure, water or chemicals. The eco-friendly technology of the Tornado ACS cleaning machine is the ideal alternative to pressure washers. This minimal-abrasive technology enables an eco-friendly gentle cleaning. Tornado ACS is the perfect alternative to conventional sand blasting machines. Pressure washing in the flood channels was unthinkable until now. Another Superior Solution....*



Handheld Paint Sprayer allows us to reach areas an airless sprayer cannot. Also, it makes color matching and spraying out small tags much more efficient. Less over spray, no hoses or loud noise to worry about.

### ***Additional Services; Products & Equipment***

#### **Glass Restoration Anti-Graffiti Films**

- Glass
- Mirrors
- Stainless steel

Sign Protection  
**Anti-Graffiti Wraps**  
**Anti- Graffiti Coatings**  
Sacrificial coatings  
Non-sacrificial coatings  
Clear & tinted coatings  
**Graffiti Removal Products**  
**Specialized Tools & Equipment**

Hand held Spectrometer (perfect color matching)  
The Farrow System  
Tornado Advance Cleaning System  
Hand held cordless paint sprayers  
Cordless Drillbrush systems

Superior is deeply committed to providing solutions that enhance the quality of life in our local communities and operating in a way that recognizes the impact we have on our environment. Though it is nearly impossible to prevent graffiti, you can avoid the accumulative property damage and costs associated with its constant abatement. With the use of our Anti-Graffiti films; Coatings or specialized equipment you can easily and immediately remove unsightly graffiti leaving the original surface literally as good as new. Many of these products are offered exclusively by and through Superior Graffiti Solutions.

***Safety Equipment***

Superior provides all personnel with the proper safety equipment and training.

Safety Shirts (visibility stripes)  
High Visibility Safety Vests (yellow)  
Safety goggles and gloves  
Paint and chemical Respirators  
First aid and emergency kits  
Caution strobe lights  
Caution cones / signs  
MSDS Sheets  
Monthly Safety Meetings  
Weekly Vehicle Inspections



***Materials & Supplies***

Superior provides all necessary materials to allow our crews to work as efficiently as possible. We maintain Extensive inventory of paint; paint supplies; pressure washing supplies and are an authorized reseller of propane fuel for our vehicles'.

*Once again we have gone to great lengths to be able to offer Superior service.*

## *List of Superior Vehicles and Equipment*



2012 Ford F150 X/C  
2012 Ford F150  
2012 Ford F150  
2012 Ford F150  
2011 Ford F150  
2009 Ford F150 Long Flat Bed Truck  
2008 Ford F350  
2008 Ford F350  
2008 Ford F150  
2008 Ford F350 Stake Bed  
2008 Chevy Silverado Truck  
2007 Chevy Silverado Stake Bed  
2007 Ford Ranger  
2007 Ford Ranger X/C  
2007 Ford-F150 Long Bed Truck  
2006 Ford F350  
2006 Ford F150 Truck  
2006 Ford Ranger  
2005 Ford Ranger  
2005 Ford F150 Long Bed Truck  
2004 Chevy Silverado 4x4  
2003 Ford 15 passenger Van  
2003 Dodge Dakota X/C Truck  
2003 Chevy S10 Flat Bed Truck  
2003 Chevy S10  
2002 F250 Ford Flat Bed Truck  
2001 GMC Sonoma  
2001 Ford F150 Truck  
2000 Toyota Tundra Flat Bed Truck  
2000 F250 Ford Flat Bed Truck  
1999 Dodge Dakota X/C Truck  
1997 GMC Sierra Flat Bed Truck

## Pressure Washing Equipment

Trailer Mounted Silver Eagle "All Propane" Pressure washer & Water Recovery System  
Trailer Mounted Landau Pressure Washer/Steam Cleaner  
Trailer Mounted Delco Pressure Washer/Steam Cleaner  
Truck Mounted Hydro Blaster Pressure Washer/Steam Cleaner  
Truck Mounted Hydro Blaster Pressure Washer/Steam Cleaner  
Portable 3000 PSI Water blasters (2)  
Water recovery vacuum systems (4)  
Extension wands for water blasting of high areas  
6 Sand blasting pots and wands (10)

## Painting Equipment

8900 Speedflow Airless Paint Sprayers (20)  
4900 Speedflow Airless Sprayers (2)  
3900 Grayco Airless Paint Sprayer (2)  
Titan Portable Pot Paint Sprayers  
X-Rite ColorDesigner Paint Matching Computer System  
Portable hand help paint Scanners for on-site color matching  
Paint Tinting Equipment, Paint Shakers & Paint Mixing Equipment

## Misc. Equipment

Honda 3000 watt Portable Generator  
Yamaha 1600 watt Portable Generator  
Coleman 2500 watt Portable Generator  
Extension wands for water blasting of high areas  
Extension Ladders, Step Ladders and Portable scaffolding  
Custom Hose Reels (14)  
Full supply of all pressure washing equipment, hoses and Turbo nozzles  
Full supply of all painting equipment & hoses  
Traffic Control Equipment



# QUALITY ASSURANCE



# Quality Assurance Program

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Superior's Quality Assurance Program is a process put in place to review the quality of all factors involved in meeting or exceeding the requirements as outlined in the Los Angeles County Specifications. Our program comprises of three important areas:

- **Structured Elements**
  - Understanding Work requirements
  - Performance Standards
  - Supervision & Inspections (self monitoring)
  - Response Times & Corrective Measures
  - Customer complaints & Inquiries
  - Reporting & Record Keeping
- **Competence**
  - Knowledge/Training
  - Skills
  - Experience & Qualification
- **Soft Elements**
  - Personnel Integrity & honesty
  - Confidence
  - Management Support
  - Motivation – Team approach
    - Encouragement
    - Reward system

*Quality can suffer anytime these three areas are deficient.*

Superior has been providing graffiti abatement services to the county of Los Angeles for over 15 years and we are constantly looking for ways to improve our services and increase response times. Superior has focused on developing a comprehensive Quality Assurance Program.

Our program starts with our continuous comprehensive extensive training program. We conduct monthly training meetings which include a discussion of any areas of concern or problem areas. Our get it **Right First Time** approach is achieved with better trained team members. Superior supports the following trade associations: Power Washers of North America (PWNA) and the Greater Los Angeles chapter of Painting and Decorating Contractors of America (PDCA). Through these Associations we encourage our employees to continue their training and knowledge of the methods and practices of both the painting trade and pressure washing trade. The majority of our employees receive the training skills to be classified as journeyman painters.

We emphasis greater communication between crews; supervisors; and our quality assurance inspector. With better communication and ongoing inspections we are able to deal with issues before they become problems. Each area is inspected weekly by our inspector with a written report submitted to our supervisor and discussed with the technicians in the area. If corrective actions are required they are completed in a timely manner and re-inspected before they can be signed off by our supervisors. Any complaints received are investigated effusively by our inspector and corrective measures are taken to avoid any further problems. All complaints must be resolved to the satisfaction of our supervisor, office manager and company owners within 48 hours or an approved written extension must be obtained. We make sure all phone calls; emails and/or written correspondence are responded to immediately. A major component of better communication is frequent and ongoing inspections. These inspections insure quality of work being performed in each area and inspections of all vehicles' and equipment insures safety and ability to complete each job. Each area is inspected weekly and a written inspection report is made and reviewed by management.



Our quality assurance program has an emphasis on reporting and documentation. We spot check completed work orders to insure they are being properly reported and completed in an acceptable manner. Our office staff verifies each work order is completed within the required time frame and all data is properly updated. In conjunction with our inventory control we are able to track and compare the ratio of paint consumption to graffiti removed by each crew or area. At any given time we can determine the specific status of any reported work order.

Each crew is equipped with a GPS phone, which allows our office to monitor in real time, the exact position of each truck; the number of stops made; time of each stop and the route taken. This allows us to determine the efficiency of our crews. Also this GPS feature gives us an element of safety in reporting if any of our crews have any problems.

We have prided ourselves in constantly searching for new and innovative ways to increase our efficiency and performance. To that end we have custom equipped trucks to enhance efficiency. We have streamlined our reporting systems and were the first contractor to actively use a GPS system for real time tracking. We are currently working on developing a new spray system which we hope will reduce the time it takes to change colors in the field, reduces wasted paint and problems with over spraying.

Finally, each truck is inspected at the end of each work day to guarantee safety and productivity. As you can see we take a great deal of pride in both our training programs and ongoing quality assurance programs.





# Superior Graffiti Services Area Inspection Report

To: \_\_\_\_\_ Area/Zone: \_\_\_\_\_

Inspector: \_\_\_\_\_ Date of Inspection: \_\_\_\_\_

AREAS	EXCELLENT	GOOD	FAIR	COMMENTS
Street Corners/Traffic Poles				
Walls				
Buildings				
Electric Boxes				
Fencing/Gates				
Phone Booth				
Poles				
Light Posts				
Curbs				
Sidewalks				
Signage				
Bathrooms/Parks				
Doors/Windows/Glass				

Corrective Action Required to be completed by date of: \_\_\_\_\_

Area of Concern: \_\_\_\_\_

Pressure Washing: \_\_\_\_\_

Other: \_\_\_\_\_

Comments/Follow-Up Required: \_\_\_\_\_

Corrective Action Completion Date: \_\_\_\_\_

Approved By: \_\_\_\_\_

*File copy after completion and approval*



# Superior Graffiti Services

## Flood Channel - West

### Inspection Report

Inspector: \_\_\_\_\_ Date of Inspection: \_\_\_\_\_

Flood Channel	Time	Access	Walls	Paths	Signs	COMMENTS
Ave. S – PD 2136						
Bakerton DB – MTD 1548						
Copperhill DB						
Crystal Springs						
Fort Tejon Rd						
Garnet Canyon						
Green Hill						
Hipshot						
Knoll DB						
La Salle DB						
May #1						
May #2						
Moon Dust DB						
Mustang DB						
Newhall Ranch DB						
Royal Terminus						
Saddleback #1						

Corrective Action Required to be completed by date of: \_\_\_\_\_

Area of Concern: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Comments/Follow-Up Required: \_\_\_\_\_  
 \_\_\_\_\_

Corrective Action Completion Date: \_\_\_\_\_

Approved By: \_\_\_\_\_

*File copy after completion and approval*

# RECORD KEEPING



## ***Record Keeping 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 developing a program 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 our warehouses are located 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. Vehicles are inspected, re-fueled and re-stocked with supplies every evening. This allows our graffiti crews to spend far more time actually removing graffiti than any of our competitors.

***Payroll records and work order logs will be available to the County upon request.***

# REQUIRED INSURANCE



## REQUIRED LICENSE AND PROOF OF INSURANCE

### *Licenses*

Superior maintains a class C-33, C61/ D38 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 1 Day of employment.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/17/2014

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

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

PRODUCER Garrett/Mosier/Griffith/Sistrunk Risk Management & Insurance Services 12 Truman Irvine, CA 92620	CONTACT NAME:		
	PHONE (A/C, No, Ext):	(949)559-6700	FAX (A/C, No): (949)559-6703
E-MAIL ADDRESS:			
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : Peerless Insurance Company			24198
INSURER B : Golden Eagle Insurance Company			10836
INSURER C : Cypress Insurance Company			10855
INSURER D :			
INSURER E :			
INSURER F :			

www.gmgs.com

0B84519

## INSURED

Superior Property Services, Inc.  
9129 Perkins St.  
Pico Rivera CA 90660

## COVERAGES

CERTIFICATE NUMBER: 20547794

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$250 Deductible GEN L AGGREGATE LIMIT APPLIES PER. <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		CBP1091256	6/22/2014	6/22/2015	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 \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BA8951133	6/22/2014	6/22/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$500 Coll Ded \$500 Comp Ded
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					OCCUR CLAIMS MADE EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	3300061722-141	6/22/2014	6/22/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All operations of the named insured subject to the terms and conditions of the policies.  
 As respects General Liability coverage, County of Los Angeles is added as Additional Insured, per GECG 970 (01/11) attached.  
 As respects General Liability coverage, a Waiver of Subrogation is hereby included, per GECG 970 (01/11) attached.

## CERTIFICATE HOLDER

All Operations

County of Los Angeles  
Dept. of Public Works  
PO Box 1460  
Alhambra CA 91802

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael Finn

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# REQUIRED LICENSE





State Of California  
CONTRACTORS STATE LICENSE BOARD  
ACTIVE LICENSE



License Number

**835687**

Entity CORP

Business Name

SUPERIOR PROPERTY SERVICES  
INC

Classification

C33 C61/D38

Expiration Date

04/30/2016

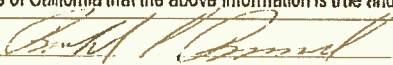
[www.cslb.ca.gov](http://www.cslb.ca.gov)



# FORMS LIST



**VERIFICATION OF STATEMENT OF QUALIFICATIONS**

<b>DATE:</b> April 9, 2015		<b>THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:</b>	
1. This Declaration is given in support of a Proposal for a Contract with The County Of Los Angeles. The Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the Proposal may be rejected at the Director's sole judgment and his/her judgment shall be final.			
2. Name of Service: Graffiti Removal Services (SOQ)			
<b>DECLARANT INFORMATION</b>			
3. Name Of declarant: Ron Bruneck			
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			
<b>PROPOSER INFORMATION</b>			
6. Proposer's full legal name: Superior Property Services, Inc.		Telephone No.: (562) 801-9200	
Physical Address (NO P.O. BOX): 9129 Perkins St.		Mobile No.: (714) 719-4419	
e-mail: Ron@4superior.com		Fax No.: (562) 801-9230	
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):			
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: 9129 Perkins St., Pico Rivera, CA 90660	
		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/VCEO:	
		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) Ron Bruneck	Title President	Phone (562) 801-9200	Fax (562) 801-9230
Street 9129 Perkins St.	City Pico Rivera	State California	Zip 90660
Name(s) Nancy Hernandez	Title Vice President	Phone (562) 801-9200	Fax (562) 801-9230
Street 9129 Perkins St.	City Pico Rivera	State California	Zip 90660
10. Is your firm wholly or majority owned by, or a subsidiary of another firm? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, name of parent firm: _____ State of Incorporation/registration of parent firm: _____			
11. Has your firm done business under any other name(s) within the last five years? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, please list the other name(s): Name(s): _____ Year of name change: _____ Name(s): _____ Year of name change: _____			
12. Is your firm involved in any pending acquisition or merger? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, indicate the associated company's name: _____			
13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final.			
14. I am making these representations and all representation contained in this proposal based on information that they are true and correct to the best of my information and belief.			
I declare under penalty of perjury under the laws of California that the above information is true and correct.			
Signature of Proposer or Authorized Agent: 			Date: 4-9-2015
Type name and title: Ron Bruneck, President			

**SCHEDULE OF PRICES  
FOR  
GRAFFITI REMOVAL SERVICES  
(2016-SQPA002)**

The undersigned Proposer offers to perform the work described in the Statement of Qualifications (RFSQ) for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFSQ. 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	UNIT	UNIT PRICE	ESTIMATED NUMBER OF UNITS	ANNUAL PRICE (Unit Price X Estimated Number of Units)
Graffiti Removal Services (Exhibit A, Scope of Work)	Month	\$ _____	12	\$ _____
<b>TOTAL ANNUAL PROPOSED PRICE =</b>				<b>\$ _____</b>

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 835687	LICENSE TYPE C33 C61/D38
PROPOSER'S ADDRESS: 9129 Perkins St., Pico Rivera, CA 90660		
PHONE (562) 801-9200	FACSIMILE (562) 801-9230	E-MAIL Ron@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: 9129 Perkins St.			
City: Pico Rivera	State: CA	Zip Code: 90660	
Telephone Number: (562) 801-9200			
(Type of Goods or Services): Graffiti Removal 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: Ron Bruneck	Title: President
Signature: 	Date: 4-2-2015

**CONTRACTOR'S INDUSTRIAL SAFETY RECORD**


PROPOSED CONTRACT FOR: Superior Property Services, Inc.  
 SERVICE BY PROPOSER: Graffiti Removal Services  
 PROPOSAL DATE: 4/9/15

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

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	2009	2010	2011	2012	2013	Total	Current Year to Date
1. Number of contracts.	50	50	50	50	45	245	45
2. Total dollar amount of Contracts (in thousands of dollars).	1.5 Million	1.8 Million	1.8 Million	1.8 Million	1.5 Million	8.4 Million	1.5 Million
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	1	0	0	0	1	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.

Ron Bruneck, President  Date 4-2-2015

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name of Proposer or Authorized Agent (print) \_\_\_\_\_

## CONFLICT OF INTEREST CERTIFICATION

I, Ron Bruneck

- 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 the Los Angeles County Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

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

Signed



Date

4-1-2015



PROPOSER'S REFERENCE LIST

PROPOSER NAME: Superior Property Services, Inc.

PROPOSED CONTRACT FOR: Graffiti Removal Services (SOQ)

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 Removal	SERVICE DATES: 1997~Current
DEPT/DISTRICT: Public Works	
CONTACT: Arianne DeChellis	
TELEPHONE: (626) 458-4062	
FAX: (626) 979-5445	
E-MAIL: ADECHELLIS@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 Removal	SERVICE DATES: 2011~Current
AGENCY/FIRM: City of Anaheim	
ADDRESS: 200 S. Anaheim Blvd., Ste. 525 Anaheim, CA 92805	
CONTACT: Sandra Sagert	
TELEPHONE: (714) 765-4413	
FAX: (714) 765-4044	
E-MAIL: ssagert@anaheim.net	

SERVICE: Graffiti Removal	SERVICE DATES: 2008~Current
AGENCY/FIRM: County of Orange (Floods)	
ADDRESS: 2301 N. Glassell St., Orange 92805	
CONTACT: Forrest DeSpain	
TELEPHONE: (714) 955-0347/ (714) 448-0220 (cell)	
FAX:	
E-MAIL: Forrest.Despain@ocpw.ocgov.com	

SERVICE: Graffiti Removal	SERVICE DATES: 2014~Current
AGENCY/FIRM: City of Lake Forest	
ADDRESS: 25550 Commercentre Dr., Lake Forest, CA 92630	
CONTACT: Christine Groves	
TELEPHONE: (949) 461-3571	
FAX:	
E-MAIL: cgroves@lakeforestca.gov	

SERVICE: Graffiti Removal	SERVICE DATES: 2014~Current
AGENCY/FIRM: City of Duarte	
ADDRESS: 1600 Huntington Dr., Duarte, CA 91010	
CONTACT: Troy Wittenbrock	
TELEPHONE: (626) 357-7931	
FAX: (626) 358-0018	
E-MAIL: wittenbrock@accessduarte.com	

PROPOSER'S REFERENCE LIST

PROPOSER NAME: Superior Property Services, Inc.

PROPOSED CONTRACT FOR: Graffiti Removal Services (SOQ)

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:	
TELEPHONE:	
FAX:	
E-MAIL:	

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: Pressure Washing	SERVICE DATES: 2010~Current
AGENCY/FIRM: City of West Hollywood	
ADDRESS: 8300 Santa Monica Blvd., West Hollywood, CA 90069	
CONTACT: Kevin Trudeau	
TELEPHONE: (323) 848-6339/(323) 333-6698 (Cell)	
FAX: (323) 848-6565	
E-MAIL: ktrudeau@weho.org	

SERVICE: Graffiti Removal	SERVICE DATES: 2010~Current
AGENCY/FIRM: City of Simi Valley	
ADDRESS: 500 W. Los Angeles Ave., Simi Valley, CA 93065	
CONTACT: John Parris	
TELEPHONE: (805) 583-6459/(805) 587-5442 (Cell)	
FAX: (805) 583-6402	
E-MAIL: jparris@simivalley.org	

SERVICE: Graffiti Removal	SERVICE DATES: 2014~Current
AGENCY/FIRM: City of West Hollywood	
ADDRESS: 8300 Santa Monica Blvd., West Hollywood, CA 90069	
CONTACT: Scott Smith	
TELEPHONE: (323) 848-6463	
FAX:	
E-MAIL: SSmith@weho.org	


SERVICE: Graffiti Removal	SERVICE DATES: 2008~Current
AGENCY/FIRM: County of Orange - Facilities	
ADDRESS: 2301 N. Glassell St., Orange, CA 92805	
CONTACT: Christopher Lowen	
TELEPHONE: (714) 667-3281	
FAX:	
E-MAIL: Christopher.Lowen@ocpw.ocgov.com	

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name	Superior Property Services, Inc.
Address	9129 Perkins St., Pico Rivera, CA 90660
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	Ron Bruneck, President	
Signature		Date 4-2-2015

### LIST OF SUBCONTRACTORS

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

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

Name Under Which Subcontractor Is Licensed	License Number	Address	Specific Description of Subcontract Service

**Note: The use of subcontractors is prohibited for this service**

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

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

FIRM NAME: Superior Property Services, Inc.

My County (WebVen) Vendor Number: 51739001

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

As Local SBE certified by the County of Los Angeles Internal Services Department, I request this proposal/bid be considered for the Local SBE Preference.

Attached is a copy of Local SBE certification issued by the County.

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

Business Structure:  Sole Proprietorship  Partnership  Corporation  Nonprofit  Franchise

Other (Please Specify):

Total Number of Employees (including owners): 35

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		1	2	1	23	5
Asian or Pacific Islander						
American Indian						
Filipino						
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	%	%	%	%	%	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: 7-2-2015



County of Los Angeles  
**INTERNAL SERVICES DEPARTMENT**

1100 North Eastern Avenue  
Los Angeles, California 90063

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

JIM JONES  
Director

*"To enrich lives through effective and caring service"*

February 04, 2014

LARRY DECRONA  
SUPERIOR PROPERTY SERVICES INC  
9129 PERKINS STREET  
PICO RIVERA, CA 906604512

Vendor #: 51739001

Dear LARRY DECRONA:

Congratulations! Your business is now certified as a Local Small Business Enterprise (LSBE) with the County of Los Angeles effective as of the date of this letter. Your Local SBE certification expiration date is based on your State of California SB certification which expires on December 31, 2015.

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

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

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

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

Sincerely,

JIM JONES  
DIRECTOR

DEBBIE CABREIRA-JOHNSON  
Program Director

JJ:DCJ/ct

GAIN and GROW EMPLOYMENT COMMITMENT

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

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

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

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

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


YES (subject to verification by County)  NO

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

YES  NO

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

YES  NO  N/A (Program not available)

Signature 	Title President
Firm Name Superior Property Services, Inc	Date 11-2-2015

### TRANSMITTAL FORM TO REQUEST AN RFSQ SOLICITATION REQUIREMENTS REVIEW

*A Solicitation Requirements Review must be received by the County  
within ten 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 ten 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.)*

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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

9129 Perkins St., Pico Rivera, CA 90660

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 of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

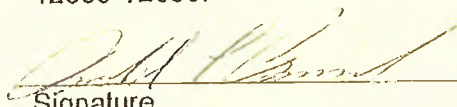
(✓) ( )

OR

YES NO

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

( ) (✓)

  
Signature

4-2-2015  
Date

Ron Bruneck, President

Name and Title (please type or print)

**TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION**


COMPANY NAME: Superior Property Services, Inc.		
COMPANY ADDRESS: 9129 Perkins St.		
CITY: Pico Rivera	STATE: CA	ZIP CODE: 90630

I am not requesting consideration under the County's Transitional Job Opportunities Preference Program.

I hereby certify that I meet all the requirements for this program:

- My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for three years (*attach IRS Determination Letter*);
- I have submitted my three most recent annual tax returns with my application;
- I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants, and any other information requested by the contracting department.

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

PRINT NAME: Ron Bruneck	TITLE: President
SIGNATURE: 	DATE: 4-2-2015

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

**PROPOSER'S LIST OF TERMINATED CONTRACTS**

Superior Property Services, Inc.

PROPOSER'S NAME: \_\_\_\_\_

Proposer has not had any contracts terminated in the past three years.

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

SERVICE: Graffiti Removal Services	TERMINATING DATE: August 30, 2012
NAME OF TERMINATING FIRM City of Rialto	
ADDRESS OF FIRM 128 N. Willow Ave. Rialto, CA	
CONTACT PERSON: Mr. Jeremy Hintz Ms. Susanne Wilcox	
TELEPHONE: (909) 208-5453	
FAX:	
E-MAIL: JHintz@rialtopd.com swilcox@rialto.ca.gov	

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

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

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

SIGNATURE: 

DATE: 4-2-2015

In the interest of full disclosure, we have added this terminated reference because it may or it may not fall within the 3 year time period.

I will try to offer a brief explanation as to why the City of Rialto contract was over looked with respect to Form PW-14 and why the contract was terminated. Our dealing with the City of Rialto began well over three years, ago, 2010, and resulted in us billing them for a total sum of \$14,333 over a short 4 month period. This contract represented a small portion of our total portfolio and involved such a very short time frame. Our staff responsible for completing the Forms for the Los Angeles County Proposal may not have thought to include The City of Rialto. In Addition the person most involved with overseeing the City of Rialto contract, Larry DeCrona was now retired.

Our dealings with the City of Rialto were probably destined to fail from the beginning. The City had a huge defect which resulted in major cutbacks and personnel changes. We dealt with several different people prior to being awarded a contract, all of whom had a different concept of the services being requested or required. Some felt the previous contractor was over billing at approximately \$16,000 per month and not doing much work and some, including Public Works, were very happy with their existing contractor. I think Superior just got caught in the middle of some very unhappy people. From the time we were contacted by the City in 2010 and entering into a contract with them in May of 2012 everything had changed.

In June 2012 Larry DeCrona attended a very contentious meeting with several of the City officials which resulted in a City councilman getting very angry with Mr DeCrona and his casual attire for their afternoon meeting. After that meeting Mr. DeCrona did receive an apology. However it was clear it was going to be very unpleasant working for these people and we advised them we would prefer to end our business relationship with them. After that meeting we began receiving several complaints and unusual requests which ultimately resulted in receiving a 30 day notice to terminate the contract. Since we were more than happy to be released from our obligation under this contract we made no effort to dispute any of their claims or point out how much money we had saved them; the amount of graffiti we had removed or the number of complements we had received form citizens. We made every effort to end the relationship on a positive note and committed additional equipment, labor and resources to the contract right up to the last day.

We do not believe our dealings with the City of Rialto should negatively impact any evaluation of Superiors ability to provide the highest level of Services. In the 15+ years Superior has been in business we have never found the necessity or been requested to terminate a contract. The City of Rialto is one of those rare occasions where you know

  
65

it is in everyone's best interest to end the relationship and move on. It is my understanding the new City of Rialto Administrator has done an excellent job and along with the current elected officials have smoothed out the problems in the City.



4-22-2015

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: Superior Property Services, Inc.

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

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

A.  Pending Litigation       Threatened Litigation       Judgment (check one)

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

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B.  Pending Litigation       Threatened Litigation       Judgment (check one)

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

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Signature of Proposer:  Date: 4-7-2015

GRAFFITI REMOVAL SERVICES (2015-SQPA002)

PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION

Superior Property Services, Inc.

Proposer's Name

9129 Perkins St., Pico Rivera, CA 90660

Address

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

Print Name: Ron Bruneck	Title: President
Signature: 	Date: 4-2-2015

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

The Proposer certifies that:



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

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


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

-OR-



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

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

Print Name: Ron Bruneck	Title: President
Signature: 	Date: 4-2-2015



**REQUEST FOR DVBE PREFERENCE PROGRAM CONSIDERATION FORM**

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

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

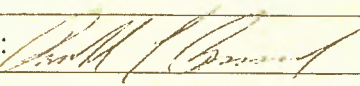
Vendor understands that in no instance shall the disabled veteran business enterprise preference program price or scoring preference be combined with any other County preference program to exceed eight percent (8%) in response to any County solicitation.

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

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

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

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

Name of Firm: Superior Property Services, Inc.	County Webven No. 51739001
Print Authorized Name: Ron Bruneck	Title: President
Authorized Signature: 	Date: 4-2-2015

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

GRAFFITI REMOVAL SERVICES (2015-SQPA002)

PROPOSER'S COMPLIANCE WITH MINIMUM REQUIREMENTS OF THE RFSQ

PROPOSER MUST CHECK A BOX IN EACH SECTION

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

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

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

1. Proposer or its managing employee must have a minimum of three years of experience performing graffiti abatement services.

- Yes. Please complete the chart below. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your statement of qualification to validate this minimum mandatory requirement for scoring of your proposal in this category).

Proposer's Name	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience	Page Number*
Superior Property Services, Inc.	09/1996 to 04/01/2015	Graffiti abatement services with Los Angeles County and numerous other cities, counties and private property owners	pg. 1

\*List the page number in the statement of qualification containing the proposer's experience

- No. Proposer does not meet the experience requirement stated above. By checking this box, the statement of qualification will be immediately disqualified as nonresponsive.

Note: Proposer has to complete Section 1.2 of this form if the Minimum Mandatory Requirements, No. 1, of this RFSQ is being met by its managing employee.

**GRAFFITI REMOVAL SERVICES (2015-SQPA002)**

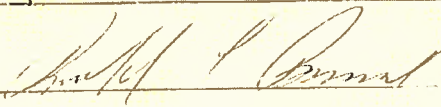
1.2. Proposer's Managing Employee must have a minimum of three years of experience performing graffiti abatement services.

Proposer's Managing Employee's Name	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience	Page Number*
Ron Bruneck	09/1996 to	As Superiors' officer/director I have been responsible for overseeing all of the company's Graffiti Abatement contracts	Pg. 3
	04/01/2015		

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

No. Proposer's managing employee does not meet the experience requirement stated above. **By check this box, Statement of Qualifications will be immediately disqualified as nonresponsive.**

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

Proposer's Name: Superior Property Services, Inc.	
Authorized representative Name: Ron Bruneck	
Signature: 	Date: 4-2-2015

## LOS ANGELES COUNTY CODE

## Title 2 ADMINISTRATION

## Chapter 2.201 Living Wage Program

2.201.010 Findings.

The Board of Supervisors finds that the County of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the County of Los Angeles. (Ord. 2007-0011 § 1, 2007; Ord. 99-0048 § 1 (part), 1999.)

2.201.20 Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

- A. "County" includes the County of Los Angeles, any County officer or body, any County department head, and any County employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full-time services to an employer, some or all of which are provided to the County of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a County of Los Angeles owned or leased facility.
- C. "Employer" means:
1. An individual or entity who has a contract with the county:
    - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the County of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or
    - b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and
    - c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12-month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
  2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the County.
- D. "Full-time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer, but in no event less than 35 hours worked per week.

- E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et. seq. of this code, entitled Contracting with Private Business. (Ord. 2007-0011 §2, 2007; Ord. 99-0048 § 1 (part), 1999.)

**2.201.30 Prospective effect.**

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.\* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable.

**2.201.040 Payment of living wage.**

- A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$9.64 per hour with health benefits, or \$11.84 per hour without health benefits.
- B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$2.20 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the County Department of Health Services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.
- C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section above for future contracts. Any adjustments to the living wage rate specified in subsection A and B that are adopted by the board of supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate.

**2.201.050 Other provisions.**

- A. Full-Time Employees. An employer shall assign and use full-time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the County the necessity to use non-full time employees based on staffing efficiency or the County requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The Chief Executive Officer and the Internal Services Department shall be responsible for the administration of this chapter. The Chief Executive Officer and the Internal Services Department may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The Chief Executive Officer in conjunction with the Internal Services Department shall issue written instructions on the

implementation and on-going administration of this Chapter. Such instructions may provide for the delegation of functions to other County departments.

- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the Chief Executive Officer in conjunction with the Internal Services Department. The Internal Services Department in conjunction with the Chief Executive Officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.
- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ordinance No. 99-0048 ' 1 (part), 1999.)

**2.201.60      Employer retaliation prohibited.**

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county Chief Executive Officer, or to the County Auditor/Controller, or to the County department administering the Proposition A contract or cafeteria services contract. (Ordinance No. 99-0048 ' 1 (part), 1999.)

**2.201.70      Employee retention rights.**

In the event that any Proposition A contract or cafeteria service contract is terminated by the County prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer:
  - 1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the Federal Fair Labor Standards Act;
  - 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
  - 3. Who is or will be terminated from his or her employment as a result of the County entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
  - 1. Has been convicted of a crime related to the job or his or her job performance; or
  - 2. Fails to meet any other County requirement for employees of a contractor.

- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ordinance No. 99-0048 ' 1 (part), 1999.)

**2.201.80 Enforcement and Remedies.**

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the State of California for damages caused by an employer's violation of this chapter.
- B. The County department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the Chief Executive Officer:
1. Assess liquidated damages as provided in the contract; and/or
  2. Recommend to the Board of Supervisors the termination of the contract; and/or
  3. Recommend to the Board of Supervisors that an Employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code.

**2.201.090 Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.
- D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:
1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
  2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
  3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
  4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time

and part-time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ordinance No. 99-0055 ' 1, 1999; Ordinance No. 99-0048 ' 1 (part), 1999.)

**2.201.100 Severability.** If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ordinance No. 99-0048 ' 1 (part), 1999.)

\*Editor's note: Ordinance 99-0048, which enacted Chapter 2.201, is effective on July 22, 1999.



**COUNTY OF LOS ANGELES LIVING WAGE PROGRAM**  
**APPLICATION FOR EXEMPTION**

The contract to be awarded pursuant to the RFSQ 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)

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) 458-4191**):

- My business is a nonprofit corporation qualified under Internal Revenue Code Section 501(c)(3) (you must attach the IRS Determination Letter).
- My business is a Small Business (as defined in the Living Wage Ordinance) which is not an affiliate or subsidiary of a business dominant in its field of operation AND during the contract period will have 20 or fewer full- and part-time employees; AND
  - Has less than \$1 million in annual gross revenues in the preceding fiscal year including the proposed contract amount; 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 I.W-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 Statement of Qualifications (RFSQ) 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 RFSQ, 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: 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: 1 - 2 - 2015
PLEASE PRINT NAME: Ron Bruneck	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 RFSQ describing the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code, Section 2.202.010 through 2.202.060), and understand that the Firm is subject to its terms.

LABOR LAW/PAYROLL VIOLATIONS:

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

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

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

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

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

HISTORY OF DEBARMENT (Check one):

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

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

  
Owner's/Agent's Authorized Signature

Ron Bruneck, President  
Print Name and Title

Superior Property Services, Inc.  
Print Name of Firm

4-2-2015  
Date

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

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

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

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

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

Additional Pages are attached for a total of \_\_\_\_\_ pages.

**GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS**

<b>COUNTY DETERMINATION</b>  Proposer Name: _____  Contracting Department: _____  Department Contact Person: _____  Phone: _____	<b>RANGE OF DEDUCTION</b> _____ (Deduction is taken from the maximum evaluation points available)	
	Proposer Fully Disclosed	Proposer <i>Did Not</i> Fully Disclose
<b>MAJOR</b> County determination, based on the Evaluation Criteria, that proposer has a record of very serious violations.*	8 - 10% Consider investigating a finding of proposer non-responsibility**	16 - 20% Consider investigating a finding of proposer non-responsibility**
<b>SIGNIFICANT</b> County determination, based on the Evaluation Criteria, that proposer has a record of significant violations.*	4 - 7%	8 - 14% Consider Investigating a finding of proposer non-responsibility**
<b>MINOR</b> County determination, based on the Evaluation Criteria, that proposer has a record of relatively minor violations.*	2 - 3%	4 - 6%
<b>INSIGNIFICANT</b> County determination, based on the Evaluation Criteria, that proposer has a record of very minimal violations.*	0 - 1%	1 - 2%
<b>NONE</b> County determination, based on the Evaluation Criteria, that proposer does not have a record of violations.*	0	N/A

**Assessment Criteria**

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

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

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

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

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

Proposer: Superior Property Services, Inc.

Name of Proposer's Health Plan: Transchoice Advantage Date: 4/9/15

(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	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Employee + 1 dependent	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Employee + 2 dependents	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Employee + 3 dependents	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Proposer's portion of above health premium payment			
Employee only	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Employee + 1 dependent	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Employee + 2 dependents	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Employee + 3 dependents	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Any Annual Deductible?			
Per Person	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Per Family	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Any Annual Maximum Employee Out-of-Pocket Expense?			
Per Person	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Per Family	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Any Lifetime Maximum?			
Per Person	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Per Family	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Ambulance coverage	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Doctor's Office Visits	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Emergency Care	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Home Health Care	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Hospice Care	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Hospital Care	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Immunizations	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Maternity	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Mental Health	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Mental Health In-Patient Coverage	<input checked="" type="radio"/> Y <input type="radio"/> 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 0 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 6 DAYS.





**WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS  
GRAFFITI REMOVAL SERVICES (2015-SQPA002)**

INSTRUCTIONS	
<p>The contractor selected through this RFSQ process will be required to comply with State and Federal labor regulations and record keeping requirements. The objective of this questionnaire is to determine the appropriateness, scope, and suitability of the procedures the Proposer uses and the internal controls in place to ensure compliance with State and Federal labor regulations and record keeping requirements. In order to appropriately evaluate this area (Part I, Section 4.D, Evaluation Criteria), it is critical that the Proposer submit a detailed description of the processes and the steps associated with those processes.</p> <p>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.</p> <p style="text-align: center;"><b>ADDITIONAL PAGES MAY BE ATTACHED OR RESPONSES CAN BE PROVIDED IN A SEPARATE DOCUMENT. IDENTIFY EACH RESPONSE BY THE CORRESPONDING QUESTION NUMBER.</b></p>	
QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p><b>1. TRACKING HOURS WORKED</b></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>Biometric time clocks as well as GPS tracking system in each vehicle to verify breaks/lunch times</p> <p>Central warehouse with travel to work site</p> <p>Shift starts upon arrival to the central warehouse</p>

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QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>2. <b>REPORTING TIME</b> 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>Biometric time clocks and onsite supervisor verify arrival and departure times, as well as GPS tracking system reports from each vehicle</p>
<p>3. <b>RECORDS OF ACTUAL TIME WORKED</b></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>Time sheets from biometric time clock, plus GPS tracking system reports</p> <p>Same as above</p> <p>Records and created and maintained daily</p> <p>Employee</p> <p>Supervisor and payroll department checks records for accuracy and completeness, they are also verified and compared to GPS reports</p> <p>Records and maintained and filed for 7 years</p> <p>Yes</p>

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Department: All Departments  Inc Sub Employee:    
 View Superior   Sunday 5/11/2014 to Sunday 5/25/2014

Date	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
11	14:04	05:58	14:07	05:58	14:04	06:12	14:02	05:58	14:02	05:57	14:01	05:56	05:57	14:01	05:57
12		05:58	14:07	05:58	14:04	06:12	14:02	05:58	14:02	05:57	14:01	05:56	05:57	14:01	05:57
13		05:58	14:07	05:58	14:04	06:12	14:02	05:58	14:02	05:57	14:01	05:56	05:57	14:01	05:57
14		05:58	14:07	05:58	14:04	06:12	14:02	05:58	14:02	05:57	14:01	05:56	05:57	14:01	05:57
15		05:58	14:07	05:58	14:04	06:12	14:02	05:58	14:02	05:57	14:01	05:56	05:57	14:01	05:57
16		05:58	14:07	05:58	14:04	06:12	14:02	05:58	14:02	05:57	14:01	05:56	05:57	14:01	05:57
17		05:58	14:07	05:58	14:04	06:12	14:02	05:58	14:02	05:57	14:01	05:56	05:57	14:01	05:57
18		05:58	14:07	05:58	14:04	06:12	14:02	05:58	14:02	05:57	14:01	05:56	05:57	14:01	05:57
19		05:58	14:07	05:58	14:04	06:12	14:02	05:58	14:02	05:57	14:01	05:56	05:57	14:01	05:57
20		05:58	14:07	05:58	14:04	06:12	14:02	05:58	14:02	05:57	14:01	05:56	05:57	14:01	05:57
21		05:58	14:07	05:58	14:04	06:12	14:02	05:58	14:02	05:57	14:01	05:56	05:57	14:01	05:57
22		05:58	14:07	05:58	14:04	06:12	14:02	05:58	14:02	05:57	14:01	05:56	05:57	14:01	05:57
23		05:58	14:07	05:58	14:04	06:12	14:02	05:58	14:02	05:57	14:01	05:56	05:57	14:01	05:57
24		05:58	14:07	05:58	14:04	06:12	14:02	05:58	14:02	05:57	14:01	05:56	05:57	14:01	05:57
25		05:58	14:07	05:58	14:04	06:12	14:02	05:58	14:02	05:57	14:01	05:56	05:57	14:01	05:57

Total Hours 0.00 0.00 8.15 8.10 7.83 7.58 0.00 0.00 8.07 8.05 8.07 8.17 0.00 0.00 0.00  
 Regular Hours 8.15 8.10 7.83 7.58 8.15 8.10 7.83 7.58 8.07 8.05 8.07 8.17 8.17 8.17 8.17  
 Department Superior Property Services, Inc.  
 Settings Legend

Verification: Supervisor  Director

I certify that the above time card is correct.

Worked Hours	64.02
Total Hours	64.02
Hours Pay	\$0.00
Total Pay	\$0.00

Department & Premium Hours Recalculate Employee

Time Started	Time Ended	Distance	Max Speed	Driving Duration	Idling Duration	Stop Duration
Jul 16, 2014 9:50:04 AM	Jul 16, 2014 10:05:10 AM	2.7	29	15m	0m	13m
Jul 16, 2014 10:19:06 AM	Jul 16, 2014 10:24:00 AM	1.2	35	4m	0m	7m
Jul 16, 2014 10:31:54 AM	Jul 16, 2014 10:36:16 AM	1.1	38	4m	0m	23m
Jul 16, 2014 10:59:23 AM	Jul 16, 2014 11:04:12 AM	0.5	25	4m	0m	21m
Jul 16, 2014 11:25:46 AM	Jul 16, 2014 11:47:00 AM	3.1	41	21m	6m	6m
Jul 16, 2014 11:53:09 AM	Jul 16, 2014 12:06:34 PM	2.7	40	13m	0m	1m
Jul 16, 2014 12:08:20 PM	Jul 16, 2014 12:11:00 PM	0.2	15	2m	0m	8m
Jul 16, 2014 12:19:42 PM	Jul 16, 2014 12:40:25 PM	3.2	27	20m	0m	9m
Jul 16, 2014 12:49:47 PM	Jul 16, 2014 1:04:40 PM	1.8	24	14m	0m	19m
Jul 16, 2014 1:23:56 PM	Jul 16, 2014 1:51:32 PM	7.0	40	27m	0m	16m, 15m
Jul 17, 2014 6:07:06 AM	Jul 17, 2014 6:27:20 AM	8.1	64	20m	0m	10m
Jul 17, 2014 6:37:51 AM	Jul 17, 2014 7:02:10 AM	5.1	38	24m	0m	9m
Jul 17, 2014 7:12:05 AM	Jul 17, 2014 7:34:43 AM	1.0	26	22m	7m	7m
Jul 17, 2014 7:42:21 AM	Jul 17, 2014 7:46:55 AM	1.0	38	4m	0m	13m
Jul 17, 2014 8:00:28 AM	Jul 17, 2014 8:13:34 AM	1.8	41	13m	3m	3m
Jul 17, 2014 8:17:08 AM	Jul 17, 2014 8:19:50 AM	0.9	32	2m	3m	3m
Jul 17, 2014 8:23:26 AM	Jul 17, 2014 8:26:32 AM	0.9	32	3m	2m	2m
Jul 17, 2014 8:29:30 AM	Jul 17, 2014 8:32:26 AM	0.7	33	2m	0m	4m
Jul 17, 2014 8:37:09 AM	Jul 17, 2014 8:40:14 AM	0.5	27	3m	0m	14m
Jul 17, 2014 8:55:08 AM	Jul 17, 2014 9:08:15 AM	4.3	38	13m	0m	2m
Jul 17, 2014 9:10:55 AM	Jul 17, 2014 9:15:49 AM	1.0	29	4m	0m	2m
Jul 17, 2014 9:17:55 AM	Jul 17, 2014 9:35:13 AM	3.4	32	17m	0m	4m
Jul 17, 2014 9:39:22 AM	Jul 17, 2014 9:48:33 AM	2.8	37	9m	0m	8m

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>Supervisor and Office Manager</p> <p>yes.</p> <p>Supervisor and payroll department checks for accuracy and completeness, they are also verified and compared to GPS reports</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>Meal breaks are paid and employee logs their breaks into GPS cell phone, which can be verified in real time.</p> <p>yes, we maintain GPS reports</p> <p>Supervisor and office manager</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>5. <b>HOW PAYROLL IS PREPARED</b></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>Office manager enters payroll information from time sheets into our Quickbooks Payroll System. Quickbooks prepares payroll checks and automatically adjusted.</p> <p>Employees are issued a payroll check prepared by Quickbooks Payroll Service. We then print out the checks in our office</p> <p>Single checks are made for all sums owed to employee</p> <p>Sample attached. All items listed</p>

**SUPERIOR PROPERTY SERVICES, INC.**  
 9129 PERKINS ST.  
 PICO RIVERA, CA 90660-4512  
 (562) 801-9500

Grand Point  
 Grand Point  
 1660 El Gordo, Suite 200  
 El Segundo, CA 90245  
 90-4456-1222

**SUPERIOR PROPERTY SERVICES, INC.**  
 9129 PERKINS ST.  
 PICO RIVERA, CA 90660-4512  
 (562) 801-9500

Security features. Details on back.

5/1/2014

ORDER OF DEPOSIT - NON-NEGOTIABLE

NON-NEGOTIABLE

NON-NEGOTIABLE

**SUPERIOR PROPERTY SERVICES, INC**  
**9129 PERKINS ST., PICO RIVERA, CA 90660**

18973

SSN:   
 Status (Fed/State)   
 Single/Single   
 Pay Period: 04/11/2014 - 04/25/2014   
 Allowances/Extra   
 Fed-1/0/CA-1/0   
 Pay Date: 05/01/2014

Exemptions and Hours	Hours	Rate	Current	YTD Amount
Hourly Rate	88.00	9.75	858.00	6,708.00
Overtime Rate	8.00	14.63	117.04	1,067.98
Sick Hourly Rate	96.00	0.00	0.00	78.00
			975.04	7,853.98

Taxes	Current	YTD Amount
Federal Withholding	-89.00	-717.00
Social Security Employee	-60.46	-486.99
Medicare Employee	-14.14	-113.88
CA - Withholding	-10.93	-92.17
CA - Disability Employee	-9.75	-78.54
	-184.28	-1,488.54
Net Pay	790.76	6,365.45

Direct Deposit	Amount
Checking - ****9906	790.76
Paid Time Off	0.00
Sick	0.00
Vacation	0.00
Earned	8.00
YTD Used	8.00
Available	-62.00
	-88.00

Superior Property Services, Inc., 9129 Perkins St., Pico Rivera, CA 90660

Powered by Intuit Payroll



QUESTION

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

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.

We manually enter the hours worked to a Quickbooks program to generate payroll checks. After reviewing payroll sheets from biometric time clock, office manager and supervisor sign off and hours are entered to create paycheck.

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?

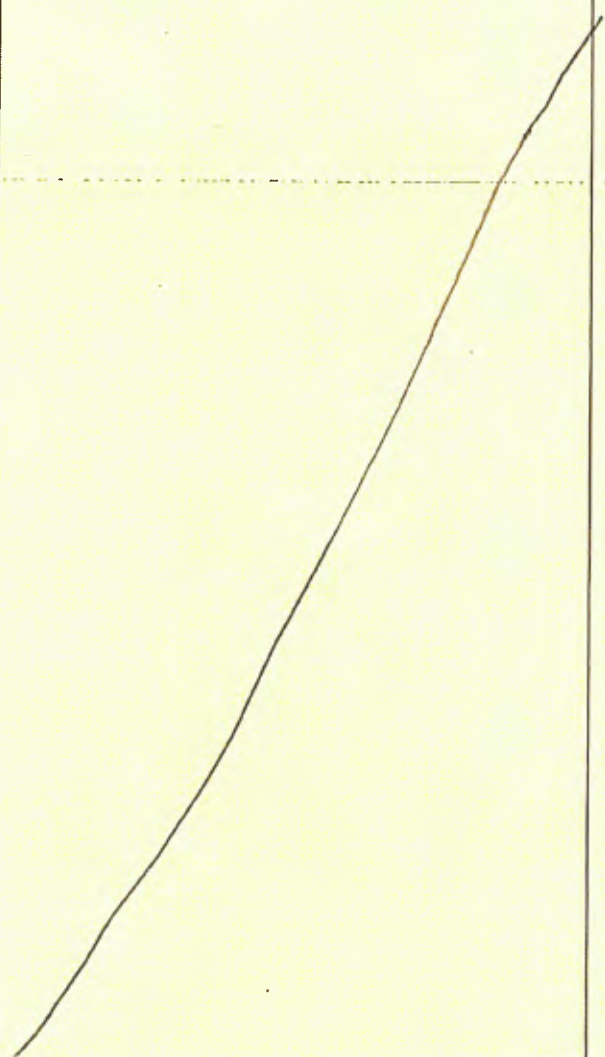
If employee has multiple rates, different rates are entered and hours worked are entered on the specific rate.

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?



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 the employee starts the shift

Travel time is paid at base rate or overtime rate, if applicable

3 hours plus travel to the next location area paid at the LW rate. Shift starts at the next location and time back to the 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?

overtime is any hours over 8 hours per day or 40 hours per week

overtime is prorated based on the specific hours for each wage rate

Print Name:

Ron Bruneck, President

Company:

Superior Property Services, Inc

Signature:



Date:

4-2-2015

**County of Los Angeles  
District 1 - West**

Graffiti Removal Services

**Proposal**  
2018-PA019

April 3, 2018



**SUPERIOR**

**Superior Property Services, Inc.  
Superior Graffiti Solutions**

9129 Perkins St.  
Pico Rivera, CA 90660  
(562) 801-9200  
FAX (562) 801-9230  
(800) 741-2532  
Website: [www.4superior.com](http://www.4superior.com)



**Superior Property Services, Inc**  
Superior Graffiti Services  
Superior Graffiti Solutions

April 3, 2018

County of Los Angeles  
Department of Public Works  
Attn.: Mr. Mark Estrella, Director of Public Works  
900 S. Fremont Ave.  
Alhambra, CA 91803-1331

RE: Graffiti Removal Services District 1 – West (2018-PA019)

Dear Mr. Estrella,

Superior is pleased to submit the enclosed proposal to the County of Los Angeles for “Graffiti Removal Services District 1 –West (2018-PA019).”

We have reviewed the information provided and are confident Superior can meet all the requirements as outlined in your RFP

The following are the individuals authorized to make representations with respect to this proposal:

Ron Bruneck, President  
9129 Perkins St.  
Pico Rivera, CA 90660  
[Ron@4superior.com](mailto:Ron@4superior.com)

Nancy Hernandez, Vice President  
9129 Perkins St.  
Pico Rivera, CA 90660  
[Nancy@4superior.com](mailto:Nancy@4superior.com)

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 (562) 801-9200 should you or your staff has any questions.

Respectfully,

Superior Property Services, Inc.

Ron Bruneck  
President

**9129 Perkins St., Pico Rivera, CA 90660-4512**  
**562-801-9200 • 714-285-1200 • FAX 562-801-9230 • [www.4superior.com](http://www.4superior.com)**

Legal Name	Registration Number	County	City	License Type/Number(s)	Current Status	Registration Date	Expiration Date
SUPERIOR PROPERTY SERVICES, INC	1000015206	LOS ANGELES	PICO RIVERA	CSLB 035E07	Active	05/11/2017	05/30/2018



CONTRACTORS  
STATE LICENSE BOARD  
ACTIVE LICENSE



License Number: **835687** Entity: **CORP**  
Business Name: **SUPERIOR PROPERTY SERVICES  
INC**

Classification: C33 C61/D38

Expiration Date: 04/30/2018

[www.cslb.ca.gov](http://www.cslb.ca.gov)





LOS ANGELES COUNTY  
**CONSUMER &  
BUSINESS AFFAIRS**

Brian J. Stiger  
Director

Los Angeles County  
Board of Supervisors

Hilda L. Solis  
Mark Ridley-Thomas  
Sheila Kuehl  
Janice Hahn  
Kathryn Barger

January 30, 2018

SUPERIOR PROPERTY SERVICES INC  
9129 Perkins St.  
Pico Rivera, CA 90660

Vendor #: 517390

Certification Record #: 8913

**CERTIFICATION LETTER FOR NON-FEDERALLY FUNDED COUNTY SOLICITATIONS**

Dear SUPERIOR PROPERTY SERVICES INC:

Congratulations! Your business is now certified as a Local Small Business Enterprise (LSBE) with the County of Los Angeles effective as of the date of this letter. Your LSBE certification expiration date is based on your State of California Department of General Services' (DGS) small business certification. Your certification expires on January 31, 2020.

Your business is eligible for LSBE preference consideration in those County of Los Angeles solicitations which include the "Request for Preference Consideration" form. You must complete the form and provide your Vendor Number in your bid/proposal along with a copy of this approval letter for each response to receive the preference.

Additionally, the Board of Supervisors established a "Countywide Small Business Payment Liaison and Prompt Pay Program". As a certified LSBE, your company is now eligible for a 15-day prompt payment. Please call the Small Business Services office at 855-230-6430 or send an email to [cbesbe@dca.lacounty.gov](mailto:cbesbe@dca.lacounty.gov) to request your free Prompt Payment Stamp and instructions.

The County of Los Angeles Department of Consumer and Business Affairs reserves the right to request additional information and/or conduct an on-site visit to verify your company's eligibility for the program. Please contact our office immediately if your business experiences any changes that could affect eligibility during the certification period.

Again, congratulations on your certification. If you have any questions about our LSBE Program, please call us at 323-881-3964, visit our website at <http://dca.lacounty.gov> or email us at [cbesbe@dca.lacounty.gov](mailto:cbesbe@dca.lacounty.gov).

Sincerely,

BRIAN J. STIGER  
DIRECTOR

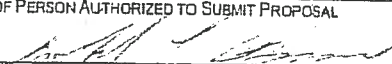
SABRA PURIFOY  
Acting Deputy Director  
BJS:SP



**SCHEDULE OF PRICES  
FOR  
GRAFFITI REMOVAL SERVICES DISTRICT 1 - WEST (2018-PA019)**

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. 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	UNIT	UNIT PRICE	ESTIMATED NUMBER OF UNITS	ANNUAL PRICE (Unit Price X Estimated Number of Units)
Graffiti Removal Services (Exhibit A, Scope of Work)	Month	\$ <u>42,816.90</u>	12	\$ <u>513,802.80</u>
<b>TOTAL ANNUAL PROPOSED PRICE = \$ <u>513,802.80</u></b>				

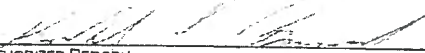
LEGAL NAME OF PROPOSER Superior Property Services, Inc.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON President		
DATE March 16, 2018	STATE CONTRACTOR'S LICENSE NUMBER 835687	LICENSE TYPE C33, C61/D38
PROPOSER'S ADDRESS:  9129 Perkins St., Pico Rivera, CA 90660		
PHONE (562) 801-9200	FACSIMILE (562) 801-9230	E-MAIL Ron@4superior.com



SCHEDULE OF PRICES  
FOR  
GRAFFITI REMOVAL SERVICES DISTRICT 1 - WEST (2018-PA019)

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. 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	UNIT	UNIT PRICE	ESTIMATED NUMBER OF UNITS	ANNUAL PRICE (Unit Price X Estimated Number of Units)
Graffiti Removal Services (Exhibit A, Scope of Work)	Month	\$ 42,477.73	12	\$ 509,732.76
<b>TOTAL ANNUAL PROPOSED PRICE = \$ 509,732.76</b>				

LEGAL NAME OF PROPOSER Superior Property Services, Inc.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON President		
DATE March 16, 2018	STATE CONTRACTOR'S LICENSE NUMBER 835687	LICENSE TYPE C33, C61/D38
PROPOSER'S ADDRESS:  9129 Perkins St., Pico Rivera, CA 90660		
PHONE (562) 801-9200	FACSIMILE (562) 801-9230	E-MAIL Ron@4superior.com

**SCHEDULE OF PRICES  
FOR  
GRAFFITI REMOVAL SERVICES DISTRICT 1 - WEST (2018-PA019)**

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. 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.

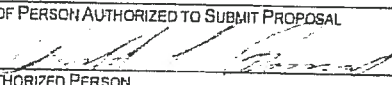
DESCRIPTION	UNIT	UNIT PRICE	ESTIMATED NUMBER OF UNITS	ANNUAL PRICE (Unit Price X Estimated Number of Units)
Graffiti Removal Services (Exhibit A, Scope of Work)	Month	\$ 36,428.65	12	\$ 437,143.80
<b>TOTAL ANNUAL PROPOSED PRICE =</b>				<b>\$ 437,143.80</b>

LEGAL NAME OF PROPOSER Superior Property Services, Inc.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON President		
DATE March 16, 2018	STATE CONTRACTOR'S LICENSE NUMBER 835687	LICENSE TYPE C33, C61/D8
PROPOSER'S ADDRESS:  9129 Perkins St., Pico Rivera, CA 90660		
PHONE (562) 801-9200	FACSIMILE (562) 801-9230	E-MAIL Ron@4superior.com

SCHEDULE OF PRICES  
FOR  
GRAFFITI REMOVAL SERVICES DISTRICT 1 - WEST (2018-PA019)

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. 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	UNIT	UNIT PRICE	ESTIMATED NUMBER OF UNITS	ANNUAL PRICE (Unit Price X Estimated Number of Units)
Graffiti Removal Services (Exhibit A, Scope of Work)	Month	\$ 36,770.31	12	\$ 441,243.72
<b>TOTAL ANNUAL PROPOSED PRICE = \$ 441,243.72</b>				

LEGAL NAME OF PROPOSER Superior Property Services, Inc.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON President		
DATE March 16, 2018	STATE CONTRACTOR'S LICENSE NUMBER 835687	LICENSE TYPE C33, C61/D38
PROPOSER'S ADDRESS:  9129 Perkins St., Pico Rivera, CA 90660		
PHONE (562) 801-9200	FACSIMILE (562) 801-9230	E-MAIL Ron@4superior.com

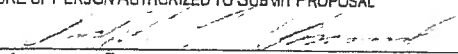
**SUMMARY SHEET OF SCHEDULE OF PRICES**  
**FOR**  
**GRAFFITI REMOVAL SERVICES DISTRICT 1 - WEST (2018-PA019)**

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. 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.

NOTE: Bidder must provide pricing for ALL contract terms including the 4th term. Any submitted bid that does not include pricing for all terms maybe rejected at the sole discretion of the County.

It is the responsibility of the Bidder to calculate the Proposal price to take into consideration a possible escalation of wages, materials, and other costs during the Contract period. The Board, County, Public Works, District(s), or Director make no representations regarding future costs or the rate of wages that may become necessary to pay employees of the Contractor for the work performed during the Contract period.

ITEM	TERMS	ANNUAL PRICE
1	GRAFFITI REMOVAL SERVICES DISTRICT 1 - WEST (Initial Term)	\$ 513,802.80
2	GRAFFITI REMOVAL SERVICES DISTRICT 1 - WEST (Option Year 1)	\$ 509,732.76
3	GRAFFITI REMOVAL SERVICES DISTRICT 1 - WEST (Option Year 2)	\$ 437,143.80
4	GRAFFITI REMOVAL SERVICES DISTRICT 1 - WEST (Option Year 3)	\$ 441,243.72
<b>TOTAL PRICE FOR YEARS 1 THROUGH 4</b>		\$ 1,901,923.08
<b>AVERAGE TOTAL PRICE FOR YEARS 1 THROUGH 4 (TOTAL PRICE FOR YEARS 1 THROUGH 4 ÷ 4 YEARS)</b>		\$ 475,480.77

LEGAL NAME OF PROPOSER Superior Property Services, Inc.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON President		
DATE March 16, 2018	STATE CONTRACTOR'S LICENSE NUMBER (IF APPLICABLE) 835687	LICENSE TYPE (IF APPLICABLE) C33, C61/D38
PROPOSER'S ADDRESS: 9129 Perkins St., Pico Rivera, CA 90660		
PHONE (562) 801-9200	FACSIMILE (562) 801-9230	E-MAIL Ron@4superior.com

**FORM PW-9.1 (SUPPLEMENTAL)**

**County of Los Angeles  
Request for County's Preference Program Consideration and  
CBE Firm/Organization Information Form**

**I. INSTRUCTIONS:** Businesses requesting preference consideration must complete and return this form for proper consideration of the proposal. Businesses may request consideration for one or more preference programs. Check all certifications that apply.\*

**I MEET ALL OF THE REQUIREMENTS AND REQUEST THIS PROPOSAL BE CONSIDERED FOR THE PREFERENCE PROGRAM(S) SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER ISSUED BY THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED.**

**Request for Local Small Business Enterprise (LSBE) Program Preference**

- Certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one (1) year; or
- Certified as a LSBE with other certifying agencies under DCBA's inclusion policy that has its principal place of business located in Los Angeles County and has revenues and employee sizes that meet the State's Department of General Services requirements; and
- Certified as a LSBE by the DCBA.

**Request for Social Enterprise (SE) Program Preference**

- A business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and
- Certified as a SE business by the DCBA.

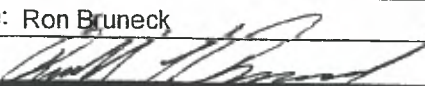
**Request for Disabled Veterans Business Enterprise (DVBE) Program Preference**

- Certified by the State of California, or
- Certified by U.S. Department of Veterans Affairs as a DVBE; or
- Certified as a DVBE with other certifying agencies under DCBA's inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned small business by the Veterans Administration; and
- Certified as a DVBE by the DCBA.

**\*BUSINESS UNDERSTANDS THAT ONLY ONE OF THE ABOVE PREFERENCES WILL APPLY. IN NO INSTANCE SHALL ANY OF THE ABOVE LISTED PREFERENCE PROGRAMS PRICE OR SCORING PREFERENCE BE COMBINED WITH ANY OTHER COUNTY PROGRAM TO EXCEED FIFTEEN PERCENT (15%) IN RESPONSE TO ANY COUNTY SOLICITATION.**

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

DCBA certification is attached.

Name of Firm: Superior Property Services, Inc.		County Webven No. 517390	
Print Name: Ron Bruneck		Title: President	
Signature: 		Date: March 16, 2018	
Reviewer's Signature	Approved	Disapproved	Date

**FORM PW-9.1 (SUPPLEMENTAL)**

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: 517390

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.

<b>Business Structure:</b>	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners): 35						
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	29	2
Asian or Pacific Islander						
American Indian						
Filipino						
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	%	%	%	%	%	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. Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

**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: March 16, 2018
--	---------------------	-------------------------

GAIN and GROW EMPLOYMENT COMMITMENT

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

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov) and [BSERVICES@wdacs.lacounty.gov](mailto:BSERVICES@wdacs.lacounty.gov).

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

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

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

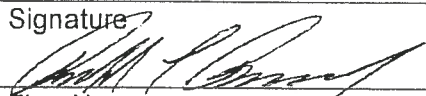
\_\_\_\_\_ YES (subject to verification by County)                       NO

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

YES                      \_\_\_\_\_ NO

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

YES                      \_\_\_\_\_ NO                      \_\_\_\_\_ N/A (Program not available)

Signature 	Title President
Firm Name Superior Property Services, Inc.	Date March 16, 2018

## ZERO TOLERANCE HUMAN TRAFFICKING POLICY CERTIFICATION


Company Name: Superior Property Services, Inc.		
Company Address: 9129 Perkins St.		
City: Pico Rivera	State: CA	Zip Code: 90660
Telephone Number: (562) 801-9200	Email Address: Ron@4superior.com	
Solicitation/Contract for <u>Graffiti Removal Services District 1-West (2018-PA019)</u> Services		

## PROPOSER CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Proposer acknowledges and certifies compliance with Exhibit B, Section 1.00, Compliance with County's Zero Tolerance Human Trafficking Policy, of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's Zero Tolerance Human Trafficking Policy may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

**I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.**

Print Name: Ron Bruneck	Title President
Signature: 	Date: March 16, 2018



**BIDDER'S COMPLIANCE WITH THE MINIMUM MANDATORY  
REQUIREMENTS OF THE IFB  
GRAFFITI REMOVAL SERVICES DISTRICT 1 - WEST (2018-PA019)**

**BIDDER MUST CHECK A BOX IN EACH SECTION**

Important Note: The information on this form is subject to verification.

At the time of Bids Submission, Bidder must meet the following minimum mandatory requirements:

1. Bidder must hold a valid and active C-33 State of California-issued Contractor's License.

Yes. Bidder possess a valid and active C-33 State of California-issued Contractor's License.

License No.	Name of the License Holder	Valid Dates	Page Number(s)*
835687	Superior Property Services, Inc.	4/30/2017 ~ 4/30/2018	3

\*List the page number in the bid containing a copy of the license.

No. Bidder **does not** possess a valid and active C-33 State of California-issued Contractor's License. **By checking this box, the Bid Submission will be immediately disqualified as nonresponsive.**

2. Bidder or its managing employee must have a minimum of 3 years of experience performing graffiti abatement services.

Yes. Bidder or its managing employee meets the experience requirement stated above.

Bidder's name	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience
Superior Property Services, Inc.	09/1996 to	Superior has provided graffiti abatement services to the County of Los Angeles since 1996. We have had a great relationship with County personnel, as well as a great response time to all request.
	current date	

No. Bidder does not meet the experience requirement stated above

**Note: Bidder has to complete Section 2.2 of this form if the Minimum Mandatory Requirements, No. 2, of this IFB is being met by its managing employee.**

2.2. Bidder's Managing Employee must have a minimum of 3 years of experience performing graffiti abatement services.

Bidder's Managing Employee's Name	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience
Ron Bruneck	09/1996 to	As superiors' officer/director, I have been responsible for overseeing all of the company's graffiti abatement contracts.
	current date	

No. Bidder or it's managing employee does not meet the experience requirement stated above. **By checking this box, the Bid Submission will be immediately disqualified as nonresponsive.**

3. Bidder must submit proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5. **Pending registrations will not be accepted.**

Yes. Bidder has submitted proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5

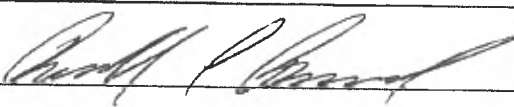
Name of Registration Holder	Registration No.	Registration Date	Expiration Date
Superior Property Services, Inc.	10000015206	05/11/2017	06/30/2018

No. Bidder has NOT submitted proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration. **By checking this box, the Bid Submission will be immediately disqualified as nonresponsive.**

3.1 Prevailing Wage Payment Affirmation:

- Yes. Bidder has determined the appropriate prevailing wage classifications needed to perform the work requested and prevailing wage work shall be paid Prevailing Wages in compliance with the California Labor Code when conducting activities that are subject to prevailing wage. These rates must be included in Form LW-8, Cost Methodology.
- No. Bidder has not determined the appropriate prevailing wage classifications needed to perform the work requested and Bidder will not pay prevailing wages in compliance with the California Labor Code when conducting activities that are subject to prevailing wage. And/Or the rates included in Form LW-8, Cost Methodology, do not demonstrate payment of prevailing wages for the work. **By checking this box, the Bid Submission will be immediately disqualified as nonresponsive.**

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

Bidder's Name: Superior Property Services, Inc.	
Authorized representative Name: Ron Bruneck	
Signature: 	Date: March 16, 2018

FORM LW-3.1 (SUPPLEMENTAL)

**Living Wage Rate Annual Adjustments**

The Living Wage Ordinance is applicable to Proposition A and cafeteria services contracts. Employers shall pay employees a Living Wage for their services provided to the county of no less than the hourly rates and effective dates as follows:

<b>Effective Date</b>	<b>Hourly Rate</b>
March 1, 2016	\$13.25
January 1, 2017	\$14.25
January 1, 2018	\$15.00
January 1, 2019	\$15.79

Effective January 1, 2020, the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

The Chief Executive Office (CEO) will issue a memo advising departments of the CPI to be used when determining the Living Wage rate effective January 1, 2020, and every year thereafter.

**Instructions to complete PW-2s, Schedule of Prices and LW-8s, Cost Methodology**

The Contract's terms and the anniversary of the Living Wage rate increases are not the same dates. For example, the Contract may start from October 1, 2017, and will end September 30, 2018, which covers two different rates of Living Wage.

This means in the same Contract term, for example, the first option term, contractor must adhere to two different rates of Living Wage.

Each Contract term has its own Form PW-2 and Form LW-8.

**Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATE IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE.**

For example, contractor's term cover from October 1, 2017 to December 31, 2017, the Living Wage rate is \$14.25 and from January 1, 2018 to August 31, 2018, the Living Wage rate is \$15.00, therefore; the Contractor's LW-8 for this period must be \$15.00 or higher or Contractor's LW-8 clearly shows the two rates during those periods.

Each Contract term proposed prices indicated in Form PW-2, Schedule of Prices, must be equal to each Form LW-8.

FORM LW-4.1 (SUPPLEMENTAL)

COUNTY OF LOS ANGELES

ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE FOR LIVING WAGE ORDINANCE AND CONTRACTOR NONRESPONSIBILITY DEBARMENT

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

The Agent is required to check each of the following two boxes:

LIVING WAGE ORDINANCE:

[X] The Agent has read the County's Living Wage Ordinance (Los Angeles County Code, Section 2.201.010 through 2.201.100), and understands that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

[X] The Agent has read the County's Determinations of Contractor Nonresponsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understands 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 an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of the proposal; OR

[ ] The Firm HAS been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of this 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 three (3) 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 three (3) years of the date of the proposal that the Firm committed a Labor Law/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 (10) years; OR

[ ] The Firm HAS been debarred by a public entity within the past ten (10) years. Provide the pertinent information (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) 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.

Table with 2 columns: Signature/Print Name and Title, Date. Row 1: Owner's/Agent's Authorized Signature (Ron Bruneck), Print Name and Title (Ron Bruneck, President). Row 2: Print Name of Firm (Superior Property Services, Inc.), Date (March 16, 2018).

FORM LW-7.1 (SUPPLEMENTAL)

PROPOSER'S EMPLOYEE BENEFITS

Proposer: Superior Property Services, Inc.

Name of Proposer's Health Plan: N/A Date: 3/16/18

Medical Insurance/Health Plan:

Employer Pays \$ \_\_\_\_\_ Employee Pays \$ \_\_\_\_\_ Total Mo. Premium \$ \_\_\_\_\_

Annual Deductible  
Employee \$ \_\_\_\_\_ Family \$ \_\_\_\_\_

Coverage (✓)

- Hospital Care (In Patient \_\_\_\_\_ Out Patient \_\_\_\_\_)
- X-Ray and Laboratory
- Surgery
- Office Visits
- Pharmacy
- Maternity
- Mental Health/Chemical Dependency, In Patient
- Mental Health/Chemical Dependency, Out Patient

Dental Insurance:

Employer Pays \$ \_\_\_\_\_ Employee Pays \$ \_\_\_\_\_ Total Mo. Premium \$ \_\_\_\_\_

Life Insurance:

Employer Pays \$ \_\_\_\_\_ Employee Pays \$ \_\_\_\_\_ Total Mo. Premium \$ \_\_\_\_\_

Vacation:

Number of Days 5 and

Any increase after 3 years of employment, number of days or hours 8

Sick Leave:

Number of Days 3 and

Any increase after - years of employment, number of days or hours -

Holidays:

Number of Days 6 per year

Retirement:

Employer Pays \$ \_\_\_\_\_ Employee Pays \$ \_\_\_\_\_ Total Premium \$ \_\_\_\_\_

FORM LW-8.1  
INITIAL TERM

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT GRAFFITI REMOVAL SERVICES DISTRICT 1 - WEST (2018-PAD19)  
PROPOSER: SUPERIOR PROPERTY SERVICES INC.

POSITION/TITLE (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							APPROXIMATE HOURS (52 X Hrs per wk)	HOURLY WAGE RATE**	ANNUAL COST
	SUN	MON	TUE	WED	THU	FRI	SAT			
Graffiti Abatement Crew		8	8	8	8	8	8	2080	\$29.00	60,320.00
Graffiti Abatement Crew		8	8	8	8	8	8	2080	\$29.00	60,320.00
Graffiti Abatement Crew		8	8	8	8	8	8	2080	\$29.00	60,320.00
GAC - Pressure Washing		0	8	8	8	8	8	2080	\$29.00	60,320.00
Supervisor - Quality Control Inspector		3	3	0	3	0	0	468	\$20.00	9,360.00
								0		0.00
								0		0.00
								0		0.00
								0		0.00
								0		0.00
								0		0.00
Total Annual Salaries										250,640.00
<b>Comments/Notes:</b>										
**Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATE IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE										
***Include the Prevailing Wage Fringe Benefits for Items 1,2 & 4										
(1) Vacations, Sick Leave, Holiday ***										130,332.80
(2) Health Insurance										0.00
(3) Payroll Taxes & Workers' Compensation										50,128.00
(4) Welfare and Pension										0.00
Total Annual Employee Benefits (1+2+3+4)										180,460.80
(5) Equipment Costs										7,500.00
(6) Service and Supply Costs										29,423.00
(7) General and Administrative Costs										18,023.00
(8) Profit										27,756.00
Total Annual Other Costs (5+6+7+8)										82,702.00
<b>TOTAL ANNUAL PRICE</b>										<b>513,802.80</b>

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

\*\*Living wage rate shall be at the wage rate as set forth in Form LW-1 Los Angeles County Code Chapter 2.201 - Living Wage Program Hourly rates that are not in compliance may subject your proposal to rejection. 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, 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. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2.1, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2.1, Schedule of Prices, and this cost methodology, Form LW-8.1 the correctly calculated price indicated in Form PW-2.1, Schedule of Prices, shall prevail.

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

Superior Property Services, Inc.

\_\_\_\_\_  
Signature

2-Apr-18

\_\_\_\_\_  
Date

FORM LW-8.2  
OPTION YEAR 1

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT GRAFFITI REMOVAL SERVICES DISTRICT 1 - WEST (2018-PA019)  
PROPOSER: SUPERIOR PROPERTY SERVICES INC.

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	APPROXIMATE HOURS (52 X Hrs per wk)	HOURLY WAGE RATE**	ANNUAL COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Graffiti Abatement Crew		8	8	8	8	8	8	40	2080	\$29.00	60,320.00
Graffiti Abatement Crew		8	8	8	8	8	8	40	2080	\$29.00	60,320.00
GAC - Pressure Washing		8	8	8	8	8	8	40	2080	\$29.00	60,320.00
Supervisor - Quality Control Inspector		3	3	0	0	0	0	9	468	\$20.00	9,360.00
									0		0.00
									0		0.00
									0		0.00
									0		0.00
									0		0.00
									0		0.00
Comments/Notes:	Total Annual Salaries										
	(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)										
	(5) Equipment Costs										
	(6) Service and Supply Costs										
	(7) General and Administrative Costs										
	(8) Profit										
	Total Annual Other Costs (5+6+7+8)										
	TOTAL ANNUAL PRICE										
	509,732.76										

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

\*\*Living wage rate shall be at the wage rate as set forth in Form LW-1 Los Angeles County Code Chapter 2.201 - Living Wage Program Hourly rates that are not in compliance may subject your proposal to rejection. Note: This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employees classifications to be used (e.g., landscape maintenance, 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. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2.1, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2.1, Schedule of Prices, and this cost methodology, Form LW-8.1 the correctly calculated price indicated in Form PW-2.1, Schedule of Prices, shall prevail.

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

Superior Property Services, Inc. \_\_\_\_\_  
Name of Proposer

\_\_\_\_\_  
Signature

2-Apr-18 \_\_\_\_\_  
Date



FORM LW-8.3  
OPTION YEAR 2

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT GRAFFITI REMOVAL SERVICES DISTRICT 1 - WEST (2018-PA019)  
PROPOSER: SUPERIOR PROPERTY SERVICES INC.

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	APPROXIMATE HOURS (52 X Hrs per wk)	HOURLY WAGE RATE**	ANNUAL COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Graffiti Abatement Crew		8	8	8	8	8	8	40	2080	\$29.00	60,320.00
Graffiti Abatement Crew		8	8	8	8	8	8	40	2080	\$29.00	60,320.00
Graffiti Abatement Crew		8	8	8	8	8	8	40	2080	\$29.00	60,320.00
GAC - Pressure Washing		8	8	8	8	8	8	40	2080	\$29.00	60,320.00
Supervisor - Quality Control Inspector		3	3	0	3	0		9	458	\$20.00	9,360.00
									0	\$29.00	0.00
									0		0.00
									0		0.00
									0		0.00
									0		0.00
									0		0.00
Comments/Notes:	Total Annual Salaries										
	(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)										
	(5) Equipment Costs										
	(6) Service and Supply Costs										
	(7) General and Administrative Costs										
	(8) Profit										
	Total Annual Other Costs (5+6+7+8)										
	TOTAL ANNUAL PRICE										
	437,143.80										

\* All employees shown must be FULL-TIME employees of the Bidder unless exemption to use Part-Time employees has been granted by the County

\*\*Living wage rate shall be at the wage rate as set forth in Form LW-1 Los Angeles County Code Chapter 2.201 - Living Wage Program Hourly rates that are not in compliance may subject your proposal to rejection. Note: This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance, working supervisor, etc) and pension. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2.1 Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2.1, Schedule of Prices, and this cost methodology, Form LW-8.1 the correctly calculated price indicated in Form PW-2.1, Schedule of Prices, shall prevail.

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

Superior Property Services, Inc.  
Name of Proposer

Signature

2-Apr-18  
Date

FORM LW-8.4  
OPTION YEAR 3

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT GRAFFITI REMOVAL SERVICES DISTRICT 1 - WEST (2018-PA019)  
PROPOSER: SUPERIOR PROPERTY SERVICES INC.

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	APPROXIMATE HOURS (52 X Hrs per wk)	HOURLY WAGE RATE**	ANNUAL COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Graffiti Abatement Crew		8	8	8	8	8	8	40	2080	\$29.00	60,320.00
Graffiti Abatement Crew		8	8	8	8	8	8	40	2080	\$29.00	60,320.00
Graffiti Abatement Crew		8	8	8	8	8	8	40	2080	\$29.00	60,320.00
GAC - Pressure Washing		8	8	8	8	8	8	40	2080	\$29.00	60,320.00
Supervisor - Quality Control Inspector		3	3	0	3	0	0	9	468	\$20.00	9,360.00
									0		0.00
									0		0.00
									0		0.00
									0		0.00
									0		0.00
									0		0.00
									0		0.00
									0		0.00
<b>Comments/Notes:</b> Total Annual Salaries 250,640.00 (1) Vacations, Sick Leave, Holiday *** 130,332.80 (2) Health Insurance 0.00 (3) Payroll Taxes & Workers' Compensation 25,064.00 (4) Welfare and Pension 0.00 Total Annual Employee Benefits (1+2+3+4) 155,396.80 (5) Equipment Costs 1,500.00 (6) Service and Supply Costs 15,000.00 (7) General and Administrative Costs 7,500.00 (8) Profit 11,206.92 Total Annual Other Costs (5+6+7+8) 35,206.92 TOTAL ANNUAL PRICE 441,243.72											

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

\*Living wage rate shall be at the wage rate as set forth in Form LW-1 Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in compliance may subject your proposal to rejection. Note: This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g. landscape maintenance, 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. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2.1, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2.1, Schedule of Prices, and the cost methodology, Form LW-8.1, the correctly calculated price indicated in Form PW-2.1, Schedule of Prices, shall prevail.

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

Superior Property Services, Inc. 2-Apr-18  
 Name of Proposer Date  
 Signature

# Agreement

BOARD EXECUTE



BY AND BETWEEN

THE COUNTY OF LOS ANGELES,  
DEPARTMENT OF PUBLIC WORKS

AND

SUPERIOR PROPERTY SERVICES, INC.

FOR

GRAFFITI REMOVAL SERVICES DISTRICT 2 - WEST  
(2018-PA022)

78844

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AGREEMENT FOR

GRAFFITI REMOVAL SERVICES DISTRICT 2 - WEST (2018-PA022)

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- EXHIBIT C Internal Revenue Service Notice 1015**
- EXHIBIT D Safely Surrendered Baby Law Posters**
- EXHIBIT E Defaulted Property Tax Reduction Program**
- EXHIBIT F.1 Bid Submission Instructions**
- EXHIBIT G Location Map**

AGREEMENT FOR

GRAFFITI REMOVAL SERVICES DISTRICT 2 - WEST  
(2018-PA022)

THIS AGREEMENT, made and entered into this 2<sup>ND</sup> day of October, 2018, 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 California corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Statement of Qualifications filed with the COUNTY on April 23, 2015, and Bid Submission filed with COUNTY on April 3, 2018, hereby agrees to provide services as described in this Contract for Graffiti Removal Services District 2 - West (2018-PA022).

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Bid Submission Instructions; Invitation for Bids, and Exhibit G, Location Map, including its Exhibits and Addenda; the CONTRACTOR'S Statement of Qualifications and Bid Submission, the Request for Statement of Qualifications; and Addenda to the Request for Statement of Qualifications, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Bid submission and attached hereto as Form PW-2.1-2.4, an amount not to exceed \$197,255 per year or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's initial term shall be for a period of one year commencing on November 1, 2018, or upon the Board's approval, whichever occurs last. The COUNTY shall have the sole option to renew this Contract term for up to three additional one-year periods and six month-to-month extensions for a maximum total Contract term of four years and six months. Each such option shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full one year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term.

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The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

FIFTH: The CONTRACTOR shall bill monthly, upon completion in arrears, for the work performed during the preceding month. Work performed shall be billed at the unit prices quoted in Form PW-2.1-2.4, Schedule of Prices, respectively.

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

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

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

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

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

TENTH: No Cost-of-Living Adjustments shall be granted for the optional renewal periods.

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





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 *Shirley Kuehl*  
Chair, Board of Supervisors

ATTEST:

Celia Zavala  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles



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

CELIA ZAVALA  
Acting Executive Officer  
Clerk of the Board of Supervisors

By *Danya Ruiz*  
Deputy

By *Danya Ruiz*  
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

By *Conole Suzuki*  
Deputy



SUPERIOR PROPERTY SERVICES, INC.

By *Ronald L. Brunck*  
Its President

RONALD L. BRUNCK  
Type or Print Name

By *Ronald L. Brunck*  
Its Secretary

RONALD L. BRUNCK  
Type or Print Name

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

▶ 22 · OCT 02 2018

*Celia Zavala*  
CELIA ZAVALA  
EXECUTIVE OFFICER

78844

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

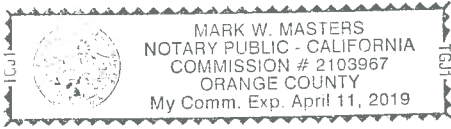
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Orange )  
On May 12, 2018 before me, Mark W. Masters, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared Ronald L. Baunack  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Appt For Graffiti Removal Serv. Dist: 2 - West Document Date: \_\_\_\_\_  
Number of Pages: 4 Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

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

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

## SCOPE OF WORK

## GRAFFITI REMOVAL SERVICES DISTRICT 2 - WEST

A. Public Works Program Manager

The Public Works Graffiti Abatement Program Manager (PM) is Ms. Ari DeChellis of Land Development Division who may be contacted at (626) 458-4062, or [adechellis@dpw.lacounty.gov](mailto:adechellis@dpw.lacounty.gov), Monday through Thursday, 7:15 a.m. to 6 p.m. The PM or designee is the only person authorized by Public Works to request additional work of the Contractor. The Contractor will be notified in writing when there is a change in the PM.

B. Work Locations

The Work location under this Contract is District 2 West as shown on Exhibit G. The Contractor is to provide graffiti removal services in District 2 West.

The numbers of graffiti tags removed by the County's Contractor in prior years are indicated below for informational purposes only. Actual quantities of graffiti to be removed under this Contract will vary from, and may exceed, the below amounts. The Contractor's price in Form PW-2 (Schedule of Prices) will be for the removal of all graffiti within District 2 West, according to the Specifications of this Contract.

Fiscal Year	Number of Tags Removed District 2 West
FY 14/15	5,925
FY 15/16	6,199
FY 16/17	8,144

C. Background

The work to be performed under this Contract consists of removing graffiti by using chemical solvents, pressure washing, and painting on various surfaces to remove or cover the graffiti and to perform paint out projects to beautify surfaces and objects as requested by the PM or designee. Paint-out projects include, but are not limited to, painting surfaces that are in need of enhancement and/or beautification as well as color matching. Public Works Graffiti Abatement Program's goal is 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 graffiti 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.

D. Work Description – General Statement

The primary objective of this Contract is to keep the areas graffiti free by removing all graffiti in the County unincorporated areas as quickly and as often as necessary. The Contractor shall remove graffiti from all surfaces in the specified areas from private, residential/commercial/industrial, and public property. The Contractor shall fulfill/resolve all graffiti removal requests and shall remove all graffiti seen in the immediate area. In addition, the Contractor shall patrol the assigned areas to seek, find, and remove graffiti and do paint-outs. The PM or designee has the authority to dictate special requests including, but not limited to, the removal of murals.

The Contractor shall provide the necessary number of crews to remove all requests for graffiti removal as specified in Section E.1 and all graffiti seen in the immediate areas. A crew is defined as consisting of at least one full-time (40 hours/week, Monday through Friday) person in a fully equipped vehicle designated to carry out the duties detailed in this Scope of Work.

In addition, the Contractor shall make crews available for special requests and priority assignments requested by the PM or designee.

The Contractor shall establish and implement daily routes for crews and provide a schedule of such routes to inform the PM of the expected locations and work schedule of the crews. The schedule shall conform to the Work Plan set forth in the Contractor's Proposal for this Contract, the Contractor's Staffing Plan and Cost Methodology Form (LW-8) submitted for this Contract, and subparagraph E.1 of this Exhibit. This routine schedule will be used as a reference to account for all hours the Contractor's staff work under this Contract. This schedule will be approved by the PM and any changes in this schedule must have approval from the PM.

The Contractor shall designate a supervisor who can be contacted to confer with Public Works' Contract Monitors with respect to concerns relating to graffiti removal services and Contractor's operations, including painters' performance. The Contract Monitors are the primary contact person with Contractors. They patrol the areas; identify and report graffiti; monitor the work done by the Contractor; act as the point of contact for constituent referrals and complaints; and issues relating to the contract, work, and Contractor crews. The Contract Monitors, monitor and observe the area covered in the contract and report to the PM. The Contractor's supervisor shall have a thorough knowledge of the needs of contract work locations, the abatement areas, graffiti removal methods, and paint-out projects and the operation of appropriate equipment required to carry out these specifications, terms, conditions, and requirements of the contract.

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

E. General Graffiti Removal Services

The Contractor shall:

1. Maintain a zero-tolerance policy in accordance with the Contractor's Work Plan. The Contractor shall follow its Work Plan throughout the entire Contract unless otherwise approved in writing by the PM. In addition, the Contractor shall:
  - a. Remove vulgar and threatening graffiti (i.e., profane, obscene, racist, gang 187s, or cross outs) within 24 hours, 7 days a week, upon notification.
  - b. Respond to Public Works PM or designee concerning special requests and priority assignments, including paint-out projects and color match corrective painting within 24 hours, 7 days a week, upon request.
  - c. Remove graffiti within 48 hours upon notification, Monday through Friday.
2. Match all paints to existing colors to the satisfaction of the PM or designee. The Contractor shall receive no additional compensation for repainting any area to match the color whether or not original graffiti removal was done by current Contractor. Graffiti shall be removed using new or recycled water-based paint. The Contractor shall make the best possible match to the existing color.
3. Provide Public Works with work record reports no later than the 5<sup>th</sup> day of each month with the monthly invoice. The monthly report shall indicate the number of crews utilized and hours worked. This report shall include all tags removed and their locations (address and whether it was private property or in the public road right of way) and square footage of graffiti removed, painted over or pressure washed. These reports shall be transmitted electronically in an Excel document to the PM who may perform quality control inspections. Mail completed work reports to:

County of Los Angeles, Department of Public Works  
Land Development Division  
Graffiti Abatement Section

Attention Ms. Arienne DeChellis  
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, vehicles, 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, wood, metal, signage, stucco, brick, concrete, cinder blocks, sidewalks, smooth concrete, very rough grouted riprap, vegetation, 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 County approved solvents (see subparagraph E.9).
6. Remove graffiti, do paint-outs projects over walls, as well as murals (murals shall only be removed with authorization from the PM - see paragraph BB. Murals). The color of the paint shall match the color of the surface to which it is applied. In areas where repainting is required in order to match the existing paint, the Contractor shall paint over with the right color to match at no additional cost to the County. 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, vehicles, etc., from paint spillage. If the contractor encounters graffiti on walls with painted vines, they shall contact the PM or designee for instructions on how to handle.
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), scaffolds, and bucket trucks.
8. Use appropriate methods of covering or removing graffiti for the particular surface and conditions, such as, but not limited to, water blasting (on sidewalks), painting over on block walls that are painted, water blasting on block walls that are not painted, and chemical solvents (on signage). Any chemical solvents utilized to remove graffiti shall have a Material Safety Data Sheet available for Public Works' review.
9. Remove graffiti found on signs in all areas. Graffiti on signs should be removed with any of the following County approved solvents:

- a. OFF-B, graffiti remover - liquid form
- b. 3M™ Citrus Base Industrial Cleaner
- c. State Chemical Graffiti Wipes

If the Contractor believes a sign is vandalized/damaged beyond repair, the Contractor shall reject the work order, and e-mail picture of damaged sign to PM or designee for handling.

10. Train all its personnel in proper graffiti removal techniques, color matching, safety protocol, and provide corrective instruction to its personnel if they are removing graffiti improperly. Additionally, the Contractor shall stay informed of new techniques of graffiti removal products and equipment.
11. Not allow any debris from its operations under this Contract, especially from the water/sand blasting operations, to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System Permit (NPDES). If such violation occurs, the Contractor shall notify Public Works immediately. In addition, if the Contractor fails to comply with the requirements of the NPDES, in accordance with the Performance Requirements Summary, under this Exhibit, Section Y., an additional \$500 per each violation shall be imposed.
12. Use appropriate Best Management Practices (BMP) including, but not limited to, drop cloths on all worksites to protect sidewalks, vegetation, etc., from paint spillage or overspray.
13. Obtain and retain the written consent of the owner or the owner's authorized agent of privately-owned property before commencing work.
14. Place special emphasis on assisting the PM or designee with special requests (i.e., removal of graffiti before parades, special events, etc.).

Public Works reserves the right to change any aspect of the Graffiti Abatement Referral System and/or the Contractor's reporting system. Such change could be due to improvements in our computer applications capabilities or for any other reason.

F. Hours and Days of Operation

The days of operation shall be Monday through Friday between the hours of 7 a.m. to 6 p.m., except as indicated in Section E, General Graffiti Removal Services, page A.3, items 1.a and 1.b, and Section G, Telephone



Communications, page A.6. The Contractor is not required to provide services on the following observed holidays.

Observed Holidays:

- New Year's Day
- Independence Day
- Thanksgiving Day
- Christmas Day

G. Telephone Communications

The Contractor shall be available to report and confer with the PM or designee with respect to these graffiti removal services. The Contractor shall provide a telephone answering service **Monday through Sunday**, to receive instructions, information, complaints, etc., from Public Works and shall call the PM or designee back within the hour.

H. Supervisor Qualifications

The Contractor's supervisor shall have a thorough knowledge of the graffiti problems in the designated work locations graffiti removal methods and paint-out techniques, and the operation of appropriate equipment required to carry out these specifications, terms, conditions, and requirements of the Contract.

I. Vehicle Signage

Vehicle signage will include the Contractor's name or firm's name, together with Public Works' Graffiti "Hotline Number," in legible letters, not less than 2 inches in height, on both sides of all trucks/vehicles used in the graffiti removal work locations.

J. Responsibilities of Contractor

1. The designated Contractor's supervisor, as defined in this Exhibit and Section D, Work Description, page A.2, shall have a thorough knowledge of the work locations under their purview and shall speak and understand English.
2. In the event a crew could not be deployed, the Contractor's supervisor shall immediately replace that crew to make sure that coverage is maintained.
3. Contractor shall maintain a well trained reserve force to cover the work in the event of an emergency or to provide coverage if any crew could not be deployed on any given day.

4. The designated contractor's supervisor shall provide a 24-hour emergency Contact number.
5. All crews shall receive a minimum of one 8-hour workday training in the area assigned to them at the Contractor's expense and in accordance with the County's labor laws. Training must include, but not limited to, the details of the Work Plan, crew responsibilities, techniques in removal, color matching, boundaries of County jurisdiction, and safety rules and regulations.
6. The Contractor shall provide the contact information of on-site personnel per area so PM or designee may contact them.
7. 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 PM.

K. Graffiti Removal Services

For graffiti removal from County owned and private property, the Contractor shall adhere to the following additional specifications:

1. Water based and/or recycled paint shall be used.
2. Concrete Block Walls/Concrete Walls: All graffiti shall be removed by either a water blasting machine with soda compound or painted over with water-based paint. If using paint, it shall be feathered to blend well with the surrounding wall. The paint-over color shall match the wall color. When color is unavailable, entire surface should be repainted with the new color. Overspray on non County owned or private property shall not be allowed.
3. Sidewalk Surfaces: Removal of graffiti from concrete sidewalks shall be done by using a water blasting machine with soda compound. If sidewalk has been previously painted, paint over with water based paint. The sidewalks shall be clean of all graffiti and graffiti residue (sand). The sidewalks shall be blocked off as needed to maintain the public safety.
4. Curb Facing: Remove all graffiti paint from curb surfaces. The Contractor shall use the standard paint colors (red, blue, yellow, green, and white) depending on the original curb color and/or parking restrictions as approved by Public Works. Nonpainted curbs shall be painted using concrete color paint or cleaned with water blasting machines. When painted curbs have not been painted in years, entire curb should be painted over to appear uniform and aesthetically pleasing.

5. Chain link Fencing: All graffiti on pipes and fencing shall be painted over using a galvanized color to match the fencing fabric and pipe color. The paint-over color shall be feathered into the fabric and along the pipes.
6. Pedestrian bridges/underpasses: The Contractor shall be responsible for removing graffiti found on all pedestrian bridges and underpasses in the area. Interior walls may be carefully sprayed but bridge floor shall be pressure washed if not previously painted. If previously painted, the Contractor shall paint with water-based paint mixed with sand. Please notify Public Works to prepare work area to make it free of debris prior to removing graffiti off of these footbridges. Pedestrian bridges will have a 72-hour turnaround time upon Public Works completion of initial clean up. The Contractor shall schedule and complete removal during hours that school is in session. Where there is a risk of overspray harming personal property or difficulties in reaching the area with equipment, utilizing rollers to apply paint to cover graffiti, or paint-out is required. Contractor will place traffic cones and/or other appropriate traffic control equipment to divert pedestrians and cyclists.
7. 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 previous color using water-based paint.
8. Concrete Light Poles: Graffiti shall be removed from concrete light poles using a water blasting machine with a soda compound only. No paint shall be used. All paint shall be removed from the pole. All paper and sticker signs and "slap tags" shall be removed.
9. Wooden Light Poles: All graffiti shall be painted over using a water-based paint to match the wood color. All paper and sticker signs and "slap tags" shall be removed.
10. Bus Stops: All graffiti shall be removed using County approved solvents (see subparagraph E.9) on the plastic sides and sitting areas. The surfaces shall be washed.
11. Trees: The Contractor must be responsible for removing graffiti reported or found on trees. The Contractor shall paint over graffiti found on trees with a nonphytotoxic 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 and not letting the tree breath through its bark. Trees, vegetation, and green areas must be protected by the Contractor.

12. **Wooden Fencing:** All graffiti shall be painted over on wooden fencing using a water-based paint to match the color of fencing. The Contractor shall feather paint to match the surrounding parts of the fencing. In the event that wood fencing is weathered, the Contractor shall contact Public Works to obtain a written "Consent and Release of Liability" from property owner prior to pressure washing.
13. **Brick Walls:** All graffiti shall be removed using a water blasting machine. Painting over shall not be done on a brick wall, unless the brick wall has been previously painted. The Contractor shall color-match the paint to previous color using water based paint.
14. **Metal Fencing (sheets):** All graffiti shall be painted over on metal fencing. The paint over color shall match the surrounding part of the fence.
15. **Asphalt Concrete:** All graffiti on asphalt concrete shall be covered with asphalt paint mixed with sand.
16. **Glass Windows:** All graffiti on glass windows shall be removed by using a County approved graffiti removal spray (See Section E.9) on these transparent surfaces. Windows will be left clean.
17. **Metal Light or Traffic Poles:** All graffiti shall be removed by appropriate means, and if paint is used, it shall match existing color.
18. **Electrical boxes, traffic control boxes, telecommunication boxes, etc.,** (if they are sage green or beige) paint over color matching entire box.

L. Rights of Way

The Contractor shall conduct all of its activities and operations within the confines of public rights of way in which graffiti is to be removed. The Contractor shall not allow its employees to use private property for removing graffiti, 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 finds it needs to encroach upon private property in order to remove graffiti, the Contractor shall first notify the PM or designee. The PM or designee will obtain written permission to access private property from the property owner. In performing any work or doing any activity on lands inside or outside of public rights of way, the Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations.

M. Additional Location(s)/Work

1. Additional area(s) and/or work may be added during the Contract period. Within 24 hours of a request from the PM for additional services, the

Contractor shall prepare and submit a written description of the work with an estimate of labor and materials, including estimated cost to perform the additional work. No additional work shall commence without written authorization from the PM. Upon PM's negotiation and acceptance of the Contractor's written quotation, and subject to approval of the Director or his designee, the additional work and/or areas may be added to the Contract by amendment or change order.

2. All additional area(s) provided herein shall commence on the specified date established. The Contractor shall proceed diligently to complete said work within the time allotted as approved by the PM.
3. The Contractor may be asked to provide equipment and to take pictures of graffiti and upload to a database.

N. Utilities

Public Works will not provide utilities.

O. Storage Facilities

Public Works will not provide storage facilities for the Contractor.

P. Removal of Debris

All debris derived from these services shall be removed from Public Works property and become the property of the Contractor. The Contractor shall dispose of all debris from these services in a legally established area appropriate for type of debris being disposed and in compliance with all applicable Federal, State and local legal requirements. Disposal shall be at the Contractor's expense. The Contractor shall not allow any debris from its operations under this Contract to be deposited in the storm drains and/or gutters in violation of the NPDES Permit.

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

Q. Special Safety Requirements

1. All Contractor personnel shall be expected to observe all applicable Cal/OSHA and Public Works safety requirements while at the various

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. The Contractor's graffiti abatement crew shall know the Contractor's standard safety practice.

2. The Contractor shall supply all applicable safety equipment including, but not limited to, rotating lights for vehicles used for work under this Contract.
3. The 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 State, Federal, and local laws.

S. 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.

T. Responsibilities of Public Works

The Director, acting through the PM or other designee, will approve or disapprove the Contractor's performance under this Contract. Public Works will make regular inspections of these areas under 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 in accordance with the schedule of Liquidated Damages, under this Exhibit, Section Y., if any terms and conditions of this Contract are not complied with by the Contractor.

U. Best Management Practices

Best Management Practices (BMP) shall be defined as any program, technology, process, siting 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 latest edition of the County of Los Angeles Department of Public Works BMP Manual, and addenda thereto issued throughout the duration of the Contract Term. Copies of this publication are available for purchase from:

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

The Contractor shall have a minimum of two readily accessible copies of this publication on the project site at all times.

The Contractor shall implement the following BMP for the prevention of storm water pollution in conjunction with all its activities and operations:

WASTE MANAGEMENT

WM 005      Solid Waste Management  
WM 006      Hazardous Waste Management  
WM 009      Sanitary/Septic Waste Management

VEHICLE AND EQUIPMENT MANAGEMENT

NS 008      Vehicle and Equipment Cleaning  
NS 009      Vehicle and Equipment Fueling  
NS 010      Vehicle and Equipment Maintenance

Additional BMPs may be required as a result of a change in actual field conditions, Contractor 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 BMP within each category in order to achieve the BMP objective.

The Contractor, as a permittee, is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Agency, private citizens, and citizen groups. The County will deduct, from payments due the Contractor, the total amount of any fines levied on the County, plus legal fees, staff costs, and consultants fees as a result of the Contractor's noncompliance with these provisions and/or less than complete implementation of the specified BMP.

V. 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 3 days at the Contractor's expense and to the satisfaction of the PM. All costs to the Contractor for protecting and restoring existing improvements shall be included in the annual price.

W. 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 State, Federal, and local laws and regulations, which are applicable to the work.

X. 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. The 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.

The Contractor's Quality Control representatives will be separate and distinct from the Contractor's supervisor 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, the Contractor shall submit to the County a Contract Quality Control Plan for review and approval by the PM. This plan will include, as a minimum, the names and telephone numbers of the Contractor's Quality Control representatives; a description of the roles and responsibilities for quality control; the system for monitoring, reporting on, and resolving quality control issues; and checklists or other documentation in support of the Contractor's Quality Control function.

Y. Performance Requirements and Liquidated Damages

1. Public Works will use the Performance Requirements Summary to evaluate the Contractor's performance.
2. 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.
3. Liquidated Damages for noncompliance with the Living Wage Program is indicated in Exhibit B, Section 9.G, Enforcement and Remedies.

**PERFORMANCE REQUIREMENTS SUMMARY**

REQUIRED SERVICE	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM STANDARD	METHOD OF SURVEILLANCE	MAXIMUM DEDUCTION	DEDUCTION FROM CONTRACT PRICE FOR NOT MEETING STANDARD
Fines by regulatory and governmental agencies	Fined by a Federal, State, regional, and local regulatory or governmental agency as a result of the Contractor's negligence or failure to comply with any Federal, State, or local rules, regulations, or requirements.	0%	100% inspection on a periodic basis	10% of total monthly amount of contract cost	\$500 per occurrence plus any fine(s) charged to the County by a regulatory or governmental agency
Violation of the National Pollutant Discharge Elimination System	Discharge of debris into storm drains and/or gutter.	0%	100% inspection on a periodic basis	10% of total monthly amount of contract cost	\$500 per occurrence plus any fines by regulatory and governmental agencies plus any remediation cost

REQUIRED SERVICE	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM STANDARD	METHOD OF SURVEILLANCE	MAXIMUM DEDUCTION	DEDUCTION FROM CONTRACT PRICE FOR NOT MEETING STANDARD
Daily/Weekly/Monthly/Quarterly Reports	Submitted to Contract Manager daily/weekly/monthly report.	0%	100% inspection on a periodic basis; complaints	10% of total monthly amount of contract cost	\$50 per day per report that is late or not submitted
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 not knowledgeable of the job requirements
Staffing	Staffing levels are adequate to meet contract requirements.	0%	100% inspection on a periodic basis; complaints	10% of total monthly amount of contract cost	\$50 per occurrence
Training Program	Document training of each employee.	0%	100% inspection on a periodic basis	10% of total monthly amount of contract cost	\$250 per untrained employee
Maintain Knowledge of Safety Requirements	Completion of training of all accepted standards for safe practices related to the work.	0%	100% inspection on a periodic basis; complaints	10% of total monthly amount of contract cost	\$50 per employee, per occurrence
Change in Supervisor	Contractor shall notify the County in writing of any change in name or address of the Supervisor.	0%	100% inspection on a periodic basis	10% of total monthly amount of contract cost	\$50 per occurrence
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 not responded to within the time frame outlined in the specifications
Project Safety Official	Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices.	0%	100% inspection on a periodic basis; complaints	10% of total monthly amount of contract cost	\$200 per occurrence

REQUIRED SERVICE	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM STANDARD	METHOD OF SURVEILLANCE	MAXIMUM DEDUCTION	DEDUCTION FROM CONTRACT PRICE FOR NOT MEETING STANDARD
Safety Requirements	Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA).	0%	100% inspection on a periodic basis; complaints	10% of total monthly amount of contract cost	\$500 per occurrence
Special Requests/Priority Assignment/vulgar graffiti	Graffiti removed and/or painted over within 24 hours Monday through Sunday upon notification	0%	100% inspection on a periodic basis; complaints	50% of total monthly amount of contract cost	\$200 per square foot (or proration thereof) for graffiti not removed within the time frame outlined in the specifications
Remove graffiti	Graffiti removed and/or painted over within 48 hours Monday through Friday upon notification	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 48 hours upon notification	0%	100% inspection by random sampling	50% of total monthly amount of contract cost	\$50 per complaint

Z. Contractor Licensing

The Contractor shall possess a valid and active C-33 State of California issued Contractor's License throughout the duration of this Contract. Failure to maintain a valid and active C-33 State of California issued Contractor's license may lead to Contract termination or suspension.

AA. Subcontracting

Subcontracting is prohibited.

BB. Murals

Public Works is committed to the preservation of registered murals. 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 PM.

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 murals unless advised by Public Works or PM to do so.

CC. Proposed Annual Price

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

DD. Graffiti Database Program

The Contractor may be asked to provide equipment for and take photographs of all graffiti vandalism prior to removing it and upload to a database system for analysis.

EE. Request of Work from Contractor

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

## 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.

Bid or Bid Submission. The response to an Invitation for Bids.

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

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

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

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

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

Day. Calendar day(s) unless otherwise specified.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Headings

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

## SECTION 2

### STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

#### A. Amendments

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

#### B. Assignment and Delegation

1. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor. Any payments by County to any approved delegate or assignee on any claim



under this Contract shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

2. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
3. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Contract, which may result in the suspension or termination of this Contract. In the event of such a termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.

C. Authorization Warranty

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

D. Budget Reduction

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

E. Complaints

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

1. Within 12 business days after this Contract's effective date, Contractor shall provide County with Contractor's policy for receiving, investigating, and responding to any complaints by any individual.
2. County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
3. If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five business days for County approval.
4. If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.
5. Contractor shall preliminarily investigate all complaints and notify the Contract Manager of the status of the investigation within five business days of receiving the complaint.
6. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
7. Copies of all written responses shall be sent to the Contract Manager within three business days of mailing to the complainant.

F. Compliance with Applicable Laws

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

G. Compliance with Civil Rights Laws

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

H. Confidentiality

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

I. Conflict of Interest

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

provisions of this paragraph shall be a material breach of this Contract subjecting Contractor to either contract termination for default or debarment proceedings or both. Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

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

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

K. Consideration of Hiring GAIN and GROW Participants

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

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

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

M. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification (Form PW-12), County seeks to ensure that all County

Contractors which receive or raise charitable contributions comply with California law in order to protect County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination for default or debarment proceedings or both (Los Angeles County, Code Chapter 2.202).

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

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

O. Contractor Performance Evaluation/Corrective Action Measures

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

P. Damage to County Facilities, Buildings, or Grounds

1. Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor, employees, or agents of Contractor.

2. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the occurrence. If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand. County may deduct from any payment otherwise due Contractor for costs incurred by County to make such repairs.

Q. Employment Eligibility Verification

1. Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all of its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
2. Contractor shall indemnify, defend, and hold harmless, the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

R. Facsimile Representations

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

S. Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees,

and Volunteers from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

T. Force Majeure

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

U. Governing Laws, Jurisdiction, and Venue

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

V. Most Favored Public Entity

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

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

W. Nondiscrimination and Affirmative Action

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



reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State antidiscrimination laws or regulations shall constitute a finding by County that Contractor has violated the antidiscrimination provisions of this Contract.

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

X. Nonexclusivity

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

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

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

Z. Notice of Delays

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

AA. Notice of Disputes

Contractor shall bring to the attention of the Contract Manager any dispute between County and Contractor regarding the performance of services as stated

in this Contract. If the Contract Manager is not able to resolve the dispute, the Director will resolve it.

BB. Notice to Employees Regarding the Federal Earned Income Credit

Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit C).

CC. Notices

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

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

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

DD. Publicity

Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publicizing its role under this Contract within the following conditions:

1. Contractor shall develop all publicity material in a professional manner.

2. During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the Contract Manager. County shall not unreasonably withhold such written consent.
3. Contractor may, without prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with County, provided that the requirements of this paragraph shall apply.

EE. Public Records Act

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

FF. Record Retention and Inspection/Audit Settlement

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks, or other proof of payment, timecards, sign-in/sign-out sheets, and other time and

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

1. In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within 30 days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
2. Failure on the part of Contractor to comply with any of the provisions of this paragraph shall constitute a material breach of this Contract upon which County may suspend or terminate for default or suspend this Contract.
3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.
4. In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided

services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subparagraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

GG. Recycled-Content Paper Products

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

HH. Contractor's Employee Criminal Background Investigation

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

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract.

County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation

County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

Disqualification of any member of Contractor's staff pursuant to this section shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

II. Subcontracting

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

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

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

JJ. Validity

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

KK. Waiver

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

LL. Warranty Against Contingent Fees

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

MM. Time Off for Voting

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

seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

NN. Local Small Business Enterprise Utilization

When requested by the County, the Contractor shall provide to the County via methods specified by the County, such as submission of electronic live (or dynamic) data on invoices for the prime and all subcontractors using County-designated third party software system or to a County approved website, or other means of submitting expenditure information on subcontractors, including but not limited to the following information: the name, business address and telephone number/email address of each subcontractor.

In addition, the Contractor shall be required to provide each of the specified subcontractor Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise status (i.e., whether any of the listed subcontractors are Local SBE's) and the proposed monetary amount of the work the subcontractor will perform on each Notice to Proceed. At the time of submittal of each invoice, the Contractor shall indicate, via methods specified by the County, the actual dollar amounts paid to each listed subcontractor who performed work on the project. The subcontractor may be requested to confirm receipt of the actual payment to the subcontractor by the prime.

The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure to the Contractor to comply with this Section. The parties will agree that under the current circumstances a reasonable estimate of such damages is specified in Exhibit F, Performance Requirements Summary, and that the Contractor shall be liable to the County for said amount.

If in the judgment of the Director, or his/her designee, the Contractor is deemed to be in non-compliance with the terms and obligations, the Director or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided in Exhibit F, Performance Requirements Summary, may deduct and withhold liquidated damages from County's final payment to the Contractor.

OO. Compliance with County's Zero Tolerance Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.



Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

PP. Method of Payment and Required Information

The County may, at its sole discretion, determine the most appropriate, efficient, secure, and timely form of payment for any amounts due for goods and/or services provided under an agreement or contract with the County. Proposers/Contractors further agree that the default form of payment shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

Upon contract award and at the request of the A-C and/or the contracting department, the Contractor shall provide the A-C with electronic banking and related information for the Contractor and/or any other payee that the Contractor designates to receive payment pursuant to this agreement or contract. Such electronic banking and related information includes, but is not limited to: bank account number and routing number, legal business name, valid taxpayer identification number or TIN, a working e-mail address capable of receiving remittance advices and other payment related correspondence, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments. Upon contract award or at any time during the duration of the agreement or contract, a contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

QQ. Compliance with Fair Chance Employment Practices

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

RR. Compliance with the County Policy of Equity

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

### SECTION 3

#### TERMINATIONS/SUSPENSIONS

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

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

B. Termination/Suspension for Convenience

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

end. Reports, samples, and other materials prepared by Contractor under this Contract shall be delivered to County upon request and shall become the property of County.

C. Termination/Suspension for Default

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

Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

4. If, after County has given notice of termination or suspension under the provisions of this paragraph, it is determined by County that Contractor was not in default under the provisions of this paragraph or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination or suspension had been issued pursuant to this Exhibit's Termination/Suspension for Convenience.
5. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
6. As used herein, the terms "Subcontractor" and "Subcontractors" mean subcontractor at any tier.

D. Termination/Suspension for Improper Consideration

1. County may, by written notice to Contractor, immediately suspend or terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, extension of this Contract, or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination or suspension, County shall be entitled to pursue those same remedies against Contractor as it could pursue in the event of default by Contractor.
2. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
3. Among other items, such improper consideration may take the form of cash; discounts; services; the provision of travel, entertainment, or tangible gifts.

E. Termination/Suspension for Insolvency

1. County may suspend or terminate this Contract forthwith in the event of the occurrence of any of the following:
  - a. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code, and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code.
  - b. The filing of a voluntary or involuntary bankruptcy petition relative to Contractor under the Federal Bankruptcy Code.
  - c. The appointment of a bankruptcy Receiver or Trustee for Contractor.
  - d. The execution by Contractor of a general assignment for the benefits of creditors.
2. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

F. Termination/Suspension for Nonadherence to County Lobbyists Ordinance

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

G. Termination/Suspension for Nonappropriation of Funds

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

## SECTION 4

### GENERAL CONDITIONS OF CONTRACT WORK

A. Authority of Public Works and Inspection

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

B. Cooperation

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

C. Cooperation and Collateral Work

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

D. Equipment, Labor, Supervision, and Materials

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

E. Gratuitous Work

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

F. Jobsite Safety

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

G. Labor

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

H. Labor Law Compliance

Contractor, its agents, and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California as well as all other applicable Federal, State, and local laws related to labor, including compliance with prevailing wage laws. The Contractor is responsible for selecting the classification of workers, which will be required to perform this service in accordance with the Contractor's method of performing the work and when applicable, is required to pay current prevailing wage rates adopted by the Director of the Department of Industrial Relations and will indemnify the County for any claims resulting from their failure to so comply. Contractor shall comply with Labor Code, Section 1777.5 with respect to the employment of apprentices.

I. Overtime

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

J. Permits/Licenses

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

K. Prohibition Against Use of Child Labor

1. Contractor shall:

- a. Not knowingly sell or supply to County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment.
- b. Upon request by County, identify the country/countries of origin of any products, goods, supplies, or other personal property Contractor sells or supplies to County.



- c. Upon request by County, provide to County the manufacturer's certification of compliance with all international child labor conventions.
  - d. Should County discover that any products, goods, supplies, or other personal property sold or supplied by Contractor to County are produced in violation of any international child labor conventions, Contractor shall immediately provide an alternative, compliant source of supply.
2. Failure by Contractor to comply with provisions of this paragraph will constitute a material breach of this Contract and will be grounds for immediate suspension or termination of this Contract for default.

L. Public Convenience

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

M. Public Safety

It shall be Contractor's responsibility to maintain security against public hazards at all times while performing work at 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 Materials and Equipment

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

R. Transportation

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

S. Work Area Controls

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

T. County Contract Database/CARD

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

## SECTION 5

### INDEMNIFICATION AND INSURANCE REQUIREMENTS

#### A. Independent Contractor Status

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

#### B. Indemnification

Contractor shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers ("County Indemnities"), from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract except for loss or damage arising from the sole negligence or willful misconduct of the County Indemnities. This indemnification also shall include any and all intellectual property liability, including copyright infringement and similar claims

#### C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by this Exhibit's Section 5.B (above), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers from and

against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including, but not limited to, injury or death to employees of Contractor, its Subcontractors or County, attributable to any alleged act or omission of Contractor and/or its Subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify, and hold harmless County includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of County. County may deduct from any payment otherwise due Contractor any costs incurred or anticipated to be incurred by County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this paragraph and paragraph F of this Section. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.
2. Evidence of Coverage and Notice to County - A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
  - a. Renewal Certificates shall be provided to County not less than ten days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
  - b. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this

Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding \$50,000.00, and list any County-required endorsement forms.

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

d. Certificates and copies of any required endorsements shall be sent to:

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

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

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

minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

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

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

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

E. Compensation for County Costs

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

F. Insurance Coverage Requirements

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

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

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



## SECTION 6

### CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

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

B. Chapter 2.202 of the County Code

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

C. Nonresponsible Contractor

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

D. Contractor Hearing Board

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

regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

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

E. Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

## SECTION 7

### COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

#### A. Jury Service Program

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

#### B. Written Employee Jury Service Policy

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

"Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

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

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

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

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://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](http://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 in Form LW-3, Living Wage Rate Annual Adjustments, 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.
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 or part-time services to Contractor, which is 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 the 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 the exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by County, Contractor shall immediately be required to pay the living wage for the remaining term of this Contract, including any option period.

5. For purposes of Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) with respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time; and 2) with respect to travel by an Employee between County facilities that are subject to two different Contracts between Contractor and County (of which both Contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time.

C. Contractor's Submittal of Certified Monitoring Reports

Contractor shall submit to County certified monitoring reports at a frequency instructed by County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked and the hourly wage rate paid for each of its Employees. All certified monitoring reports shall be submitted on forms provided by County or any other form approved by County, which contains the above information. County reserves the right to request any additional information it may deem necessary. If County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers,

shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

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

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

E. County Auditing of Contractor Records

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

F. Notifications to Employees

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

G. Enforcement and Remedies

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

1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to County



after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:

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

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

H. Use of Full-Time Employees

Contractor shall assign and use full-time Employees of Contractor to provide services under this Contract unless Contractor can demonstrate to the satisfaction of County that it is necessary to use non-full-time Employees

based on staffing efficiency or County requirements for the work to be performed under this Contract. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time Employees for services provided under this Contract unless and until County has provided written authorization for the use of same. Contractor submitted with its proposal a full-time-Employee staffing plan. If Contractor changes its full-time-Employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to County.

I. Contractor Retaliation Prohibited

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

J. Contractor Standards

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

K. Neutrality in Labor Relations

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

## SECTION 10

### SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled SE 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 SE.

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 SE.

If Contractor has obtained County certification as a SE 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, Contractor shall:

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded.
2. In addition to the amount described in subdivision (1), be assessed a penalty in the amount of not more than 10 percent of the amount of this Contract.
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).

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

SECTION 11

LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

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

SECTION 12

COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX  
REDUCTION PROGRAM

A. Defaulted Property Tax Reduction Program

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

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

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in paragraph B, above, shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code, Chapter 2.206.

SECTION 13

DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Disabled Veteran Business Enterprise.
- C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Disabled Veteran Business Enterprise.
- D. If Contractor has obtained certification as a Disabled Veteran Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
  - 1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded.
  - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract.
  - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. Notwithstanding any other remedies in this contract, the above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

## SECTION 14

### PREVAILING WAGES

A. Prevailing Wages

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

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

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

B. Work Records

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

C. Posting of Prevailing Wage Rates

The Contractor shall comply with the provisions of Section 1773.2 of the Labor Code. The Contractor shall post a copy of the prevailing wage rates at the worksite and comply with applicable law including posting of jobsite



notices required by 8 California  
Code Reg. §16451(d):

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

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

*Local Office Telephone Number:*

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

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

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

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

D. Certified Payroll Records

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

E. Subcontractor

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



Department of the Treasury  
Internal Revenue Service

## Notice 1015

(Rev. December 2017)

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

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#### 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 whose wages 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 2017 are less than \$53,930 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 give an employee a Form W-2 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 you give an employee a substitute Form W-2, but it 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, 2018.

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 download copies of the notice at [www.irs.gov/FormsPubs](http://www.irs.gov/FormsPubs). Or you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to order it.

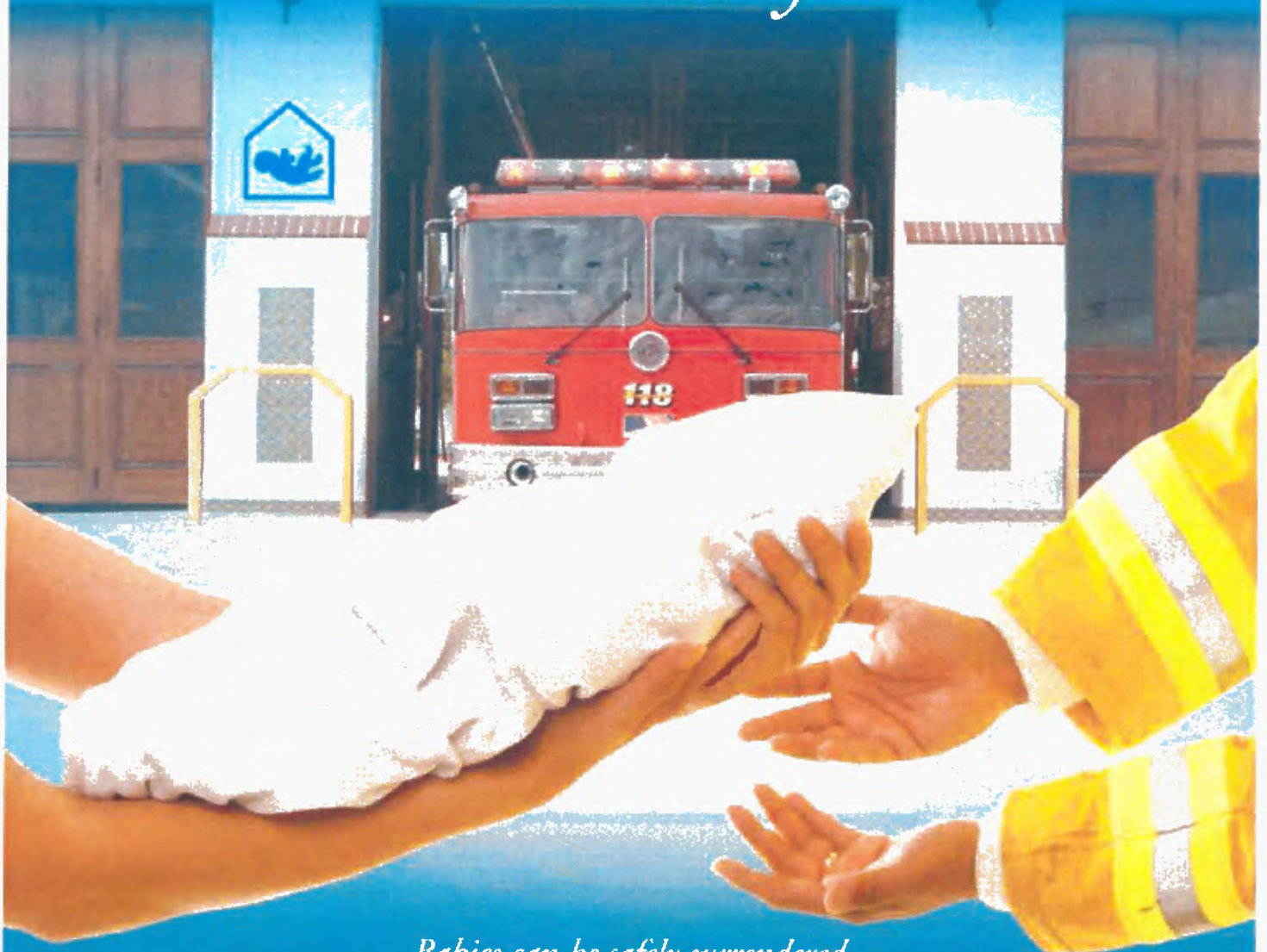
#### How Will My Employees Know If They Can Claim the EIC?

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

#### How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2017 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2017 and owes no tax but is eligible for a credit of \$800, he or she must file a 2017 tax return to get the \$800 refund.

# *Safely* Surrendered *Baby Law*



*Babies can be safely surrendered  
to staff at any hospital or fire station in Los Angeles County*

**No shame. No blame. No names.**

**In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723**

[www.babysafela.org](http://www.babysafela.org)



# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

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

## How does it work?

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

## What if a parent wants the baby back?

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

## Can only a parent bring in the baby?

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

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

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

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

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

## What happens to the baby?

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

## What happens to the parent or surrendering adult?

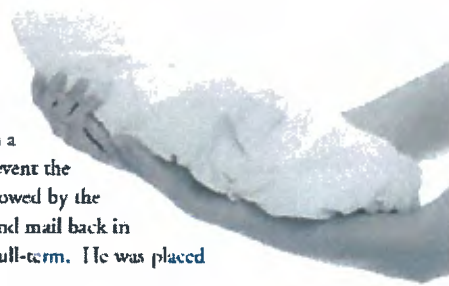
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

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

## A baby's story

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



# *Ley de* Entrega de Bebés *Sin Peligro*



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

**Sin pena. Sin culpa. Sin nombres.**

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

[www.babysafela.org](http://www.babysafela.org)



# Ley de Entrega de Bebés Sin Peligro

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

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

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

## ¿Cómo funciona?

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

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

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

## ¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

## ¿Qué pasará con el bebé?

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

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

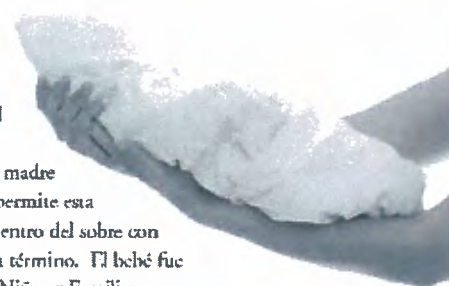
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California?

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

## Historia de un bebé

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



**Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

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

**2.206.010 Findings and declarations.**

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

**2.206.020 Definitions.**

The following definitions shall be applicable to this chapter:

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



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

**2.206.030 Applicability.**

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

**2.206.040 Required solicitation and Contract language.**

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

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

**2.206.050 Administration and compliance certification.**

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new Contract, or renewal, extension or amendment of an existing Contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in

payments due under any approved payment arrangement (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.060 Exclusions/Exemptions.**

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

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

**2.206.070 Enforcement and remedies.**

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

**2.206.080 Severability.**

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

**Bid Submission Instructions**

1. Public Works will send an Invitation for Bids (IFB) to all Qualified Contractors. Public Works, in its sole discretion, may send the IFB to Qualified Contractors via email or other electronic methods.
2. In order for the bid to be considered responsive and responsible, Qualified Contractors shall comply with all requirements of the IFB.
3. IFB may request the Qualified Contractors to meet additional Minimum Mandatory Requirements that were not part of the Statement of Qualifications and/or provide information that the Minimum Mandatory Requirements, which was satisfactorily met by the Qualified Contractor at the time of SOQ submission, is still valid.
4. IFB will include a job-specific Scope of Work and related exhibits, if applicable.
5. IFB may mandate that all Qualified Contractors attend a mandatory walk-through.
6. IFB will include a comprehensive Form PW-2, Schedule of Prices, for the work identified.
7. Contractor shall submit a sealed bid prior to the deadline indicated in the IFB as well as any additional licenses/certificates, and/or additional experience and equipment requirements. Public Works, in its sole discretion, may request that bids be submitted via email or other electronic methods.
8. In accordance with Statements of Qualifications, Part I, Section 4, Evaluation of Statement of Qualifications; Award and Execution of contract, Public Works will award a Contract to the responsive and responsible Qualified Contractor with lowest bid, adjusted, as applicable, by the Local SBE Preference, Transitional Job Opportunities Preference, Disabled Veteran Business Enterprise (DVBE) Preference, and any other additional evaluation criteria as indicated in the IFB.-
9. Public Works, in its sole discretion, reserves the right to negotiate submitted bid's price, to achieve the most beneficial price for the County. The negotiation with the responsive and responsible Qualified Contractor with the lowest bid will not result in a change in the rating of the bidders.
10. If the IFB requests multiple quotations, no bid will be considered unless the bidder submits a price on all items within each category.
11. Public Works, in its sole discretion, reserves the right to cancel this IFB process at any time.

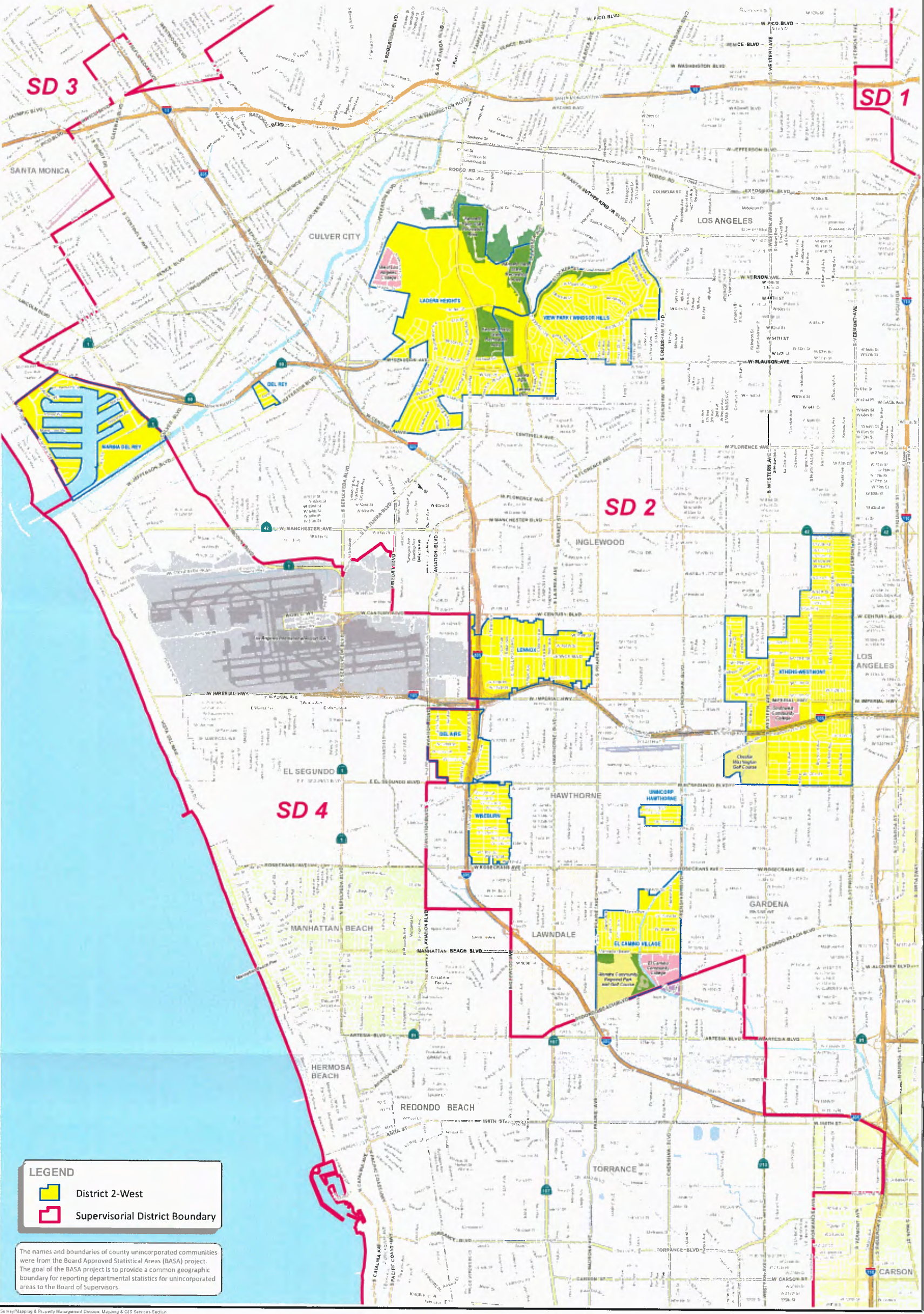


# LOS ANGELES COUNTY GRAFFITI REMOVAL SERVICES

## EXHIBIT G / DISTRICT 2-WEST



0 0.5 1 Mile



**LEGEND**

- District 2-West
- Supervisory District Boundary

The names and boundaries of county unincorporated communities were from the Board Approved Statistical Areas (BASA) project. The goal of the BASA project is to provide a common geographic boundary for reporting departmental statistics for unincorporated areas to the Board of Supervisors.

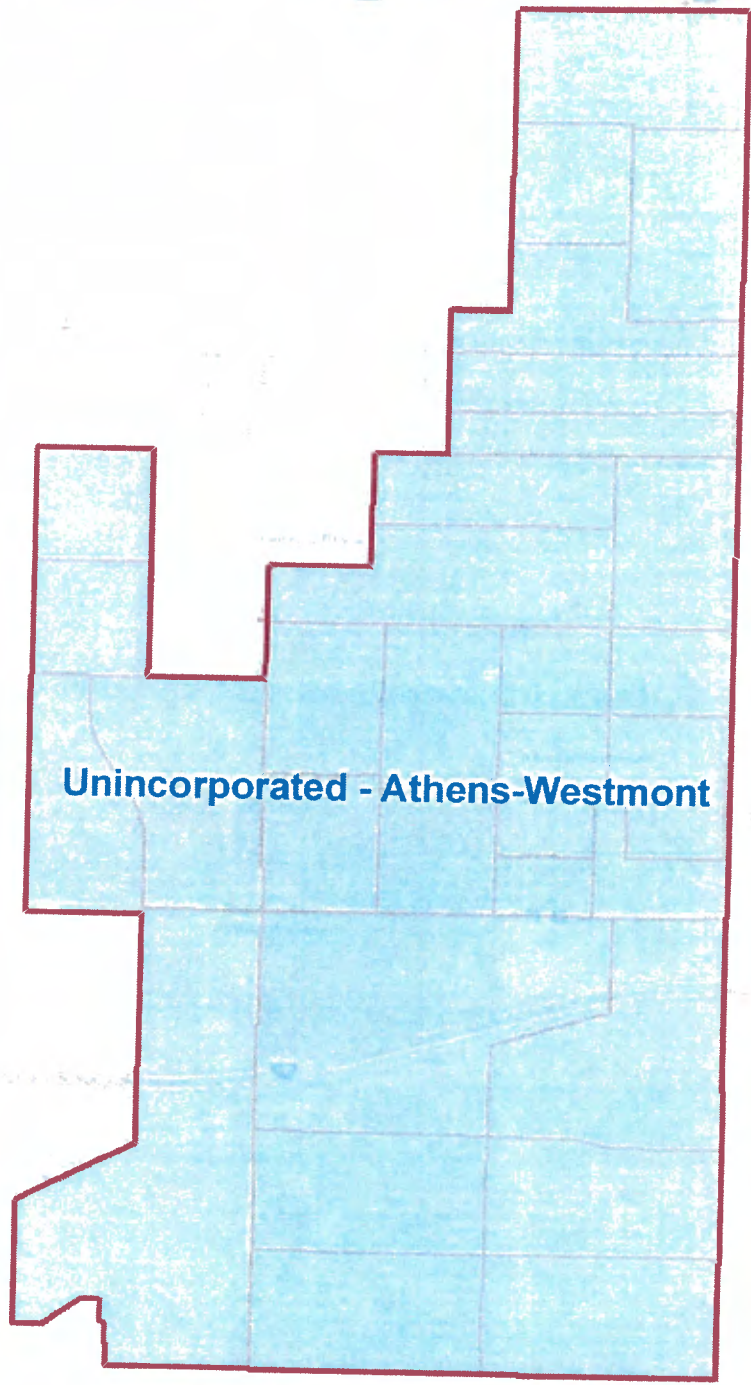
EEP: 10/24/2018, 10:00 AM, Survey/Mapping & Property Management Division, Mapping & GIS Services Section, DATE: Apr 11, 2018



# Board Approved Statistical Areas (BASA) Project 2015

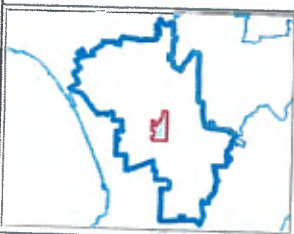
## Supervisorial District 2



### Unincorporated - Athens-Westmont



Unincorporated -  
Athens Village

Unincorporated -  
Willowbrook



-  Supervisorial Districts
-  Unincorporated - Athens-Westmont by Census Block Groups

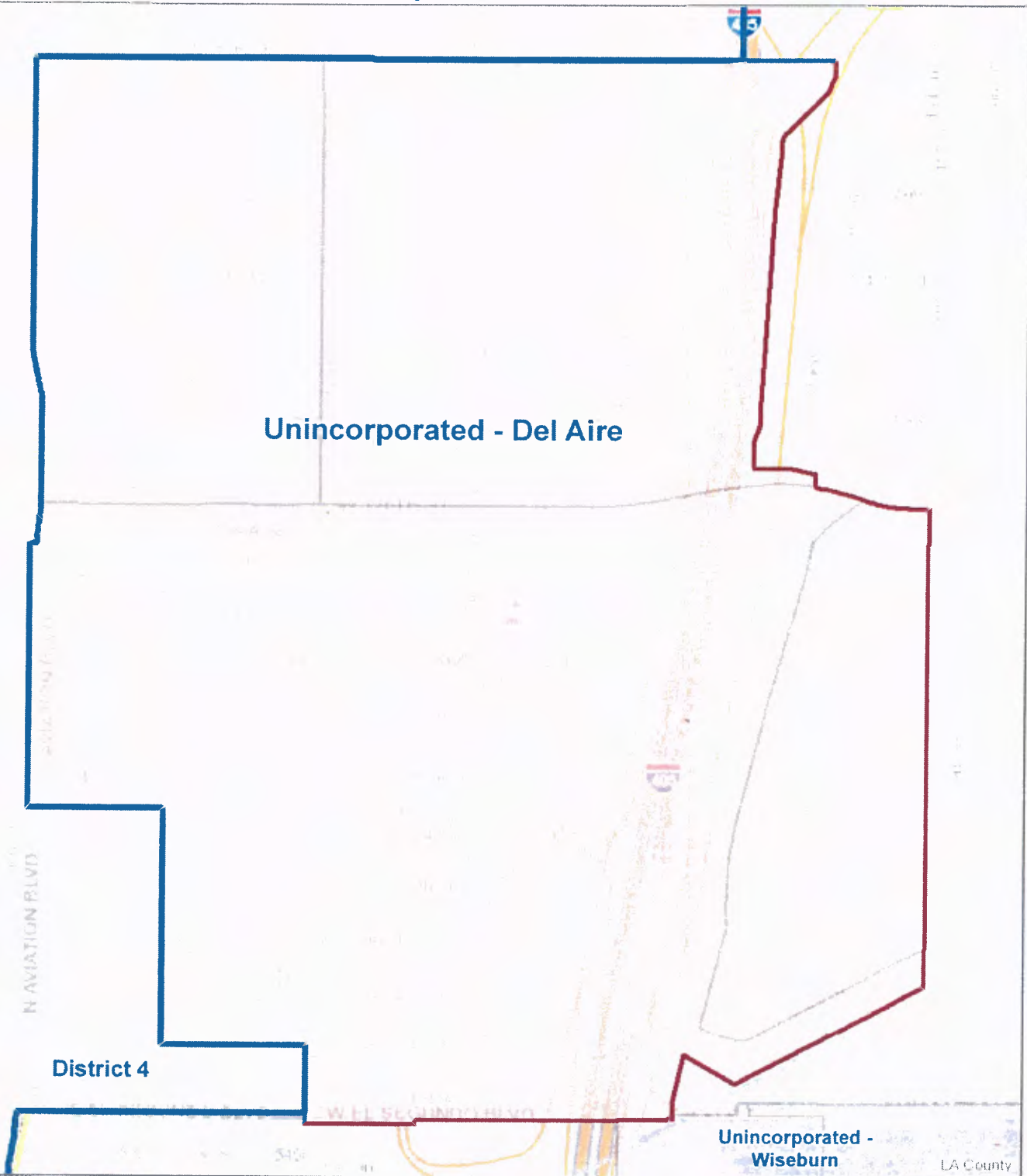






# Board Approved Statistical Areas (BASA) Project 2015

## Supervisorial District 2

### Unincorporated - Del Aire



-  Supervisorial Districts
-  Unincorporated - Del Aire by Census Block Groups



LA County



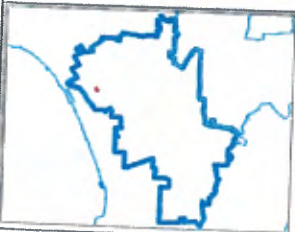
# Board Approved Statistical Areas (BASA) Project 2015

## Supervisorial District 2



### Unincorporated - Del Rey



**Unincorporated - Del Rey**



LA County

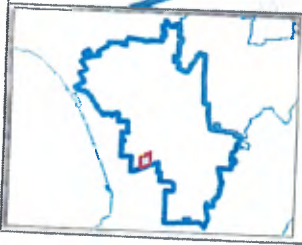
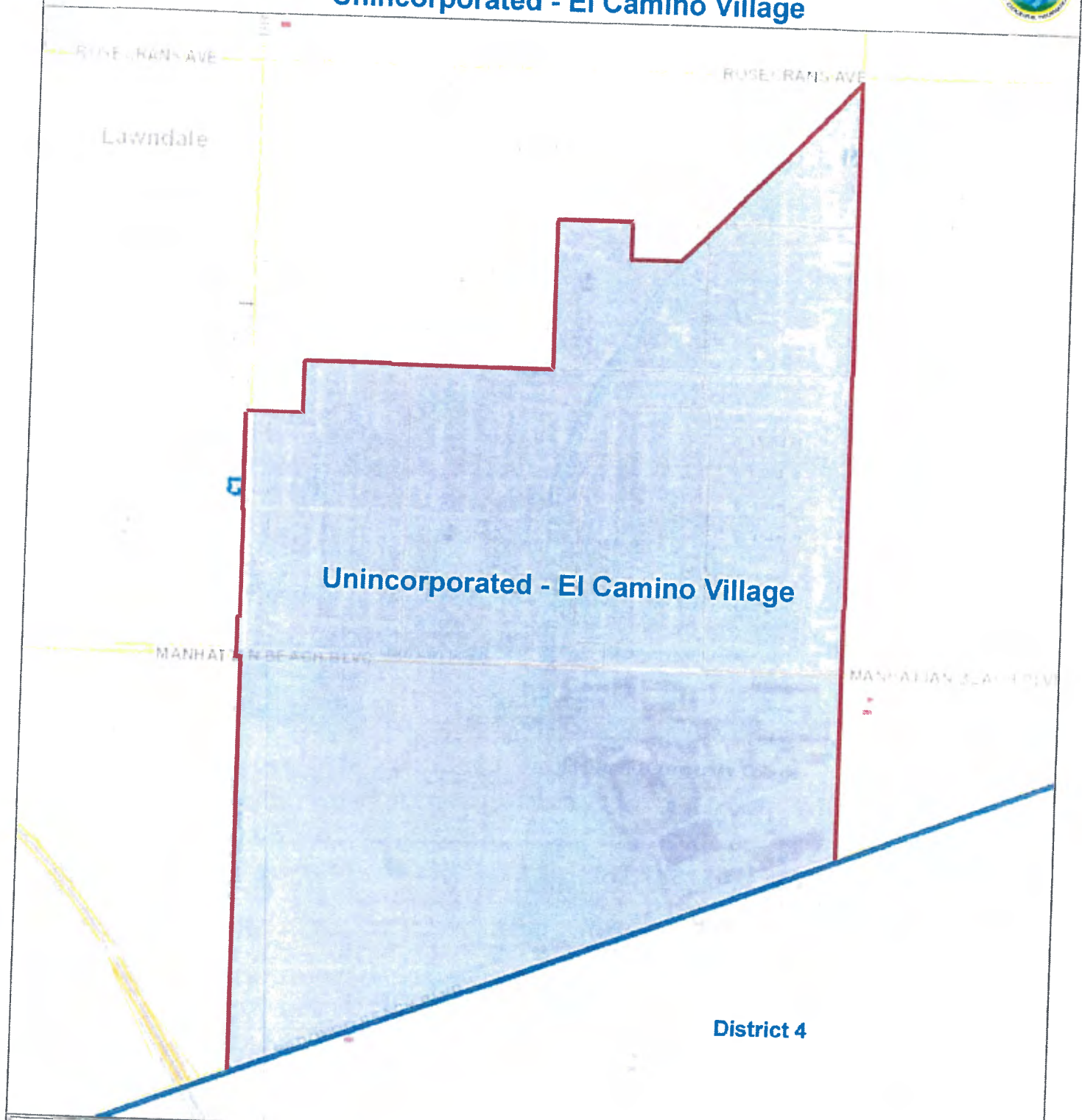
-  Supervisorial Districts
-  Unincorporated - Del Rey by Census Block Groups









Board Approved Statistical Areas (BASA) Project 2015  
 Supervisorial District 2  
**Unincorporated - El Camino Village**



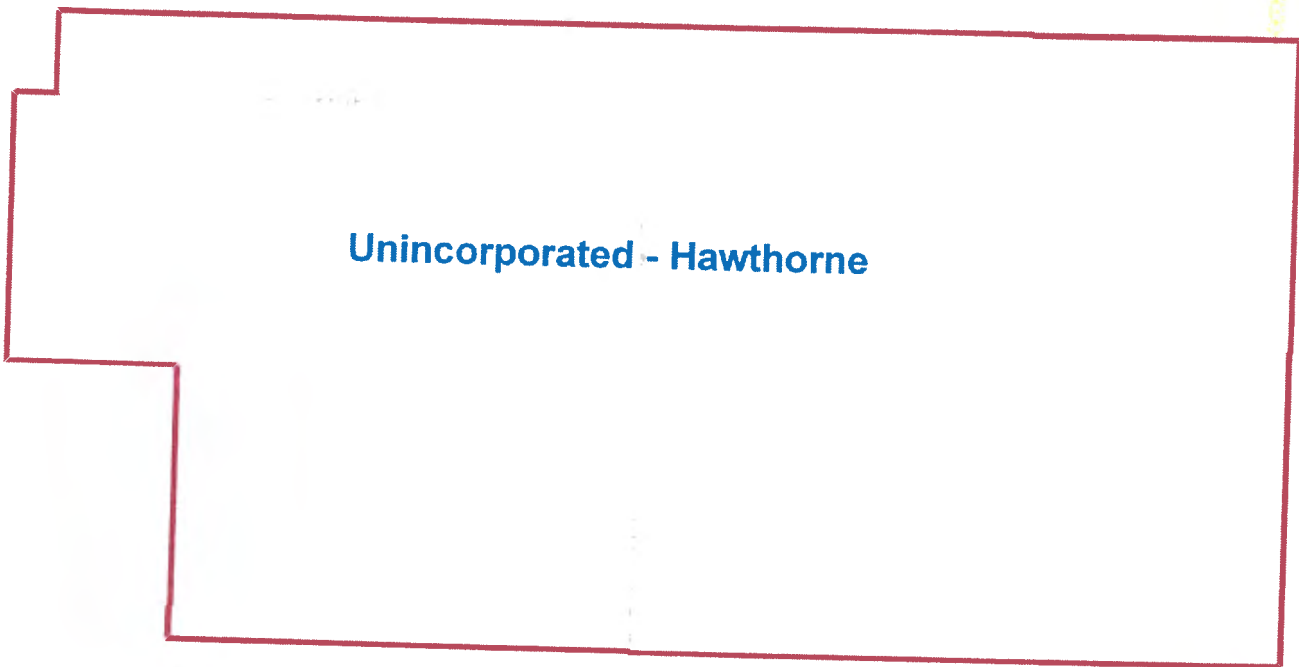
LA County

-  Supervisorial Districts
-  Unincorporated - El Camino Village by Census Block Groups



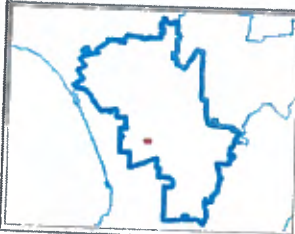




Board Approved Statistical Areas (BASA) Project 2015  
 Supervisorial District 2  
**Unincorporated - Hawthorne**



LA County Department of Public Works, Planning and Community Development

LA County



-  Supervisorial Districts
-  Unincorporated - Hawthorne by Census Block Groups

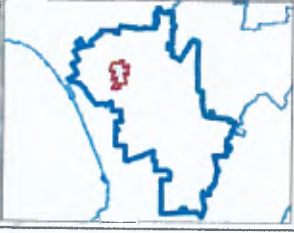
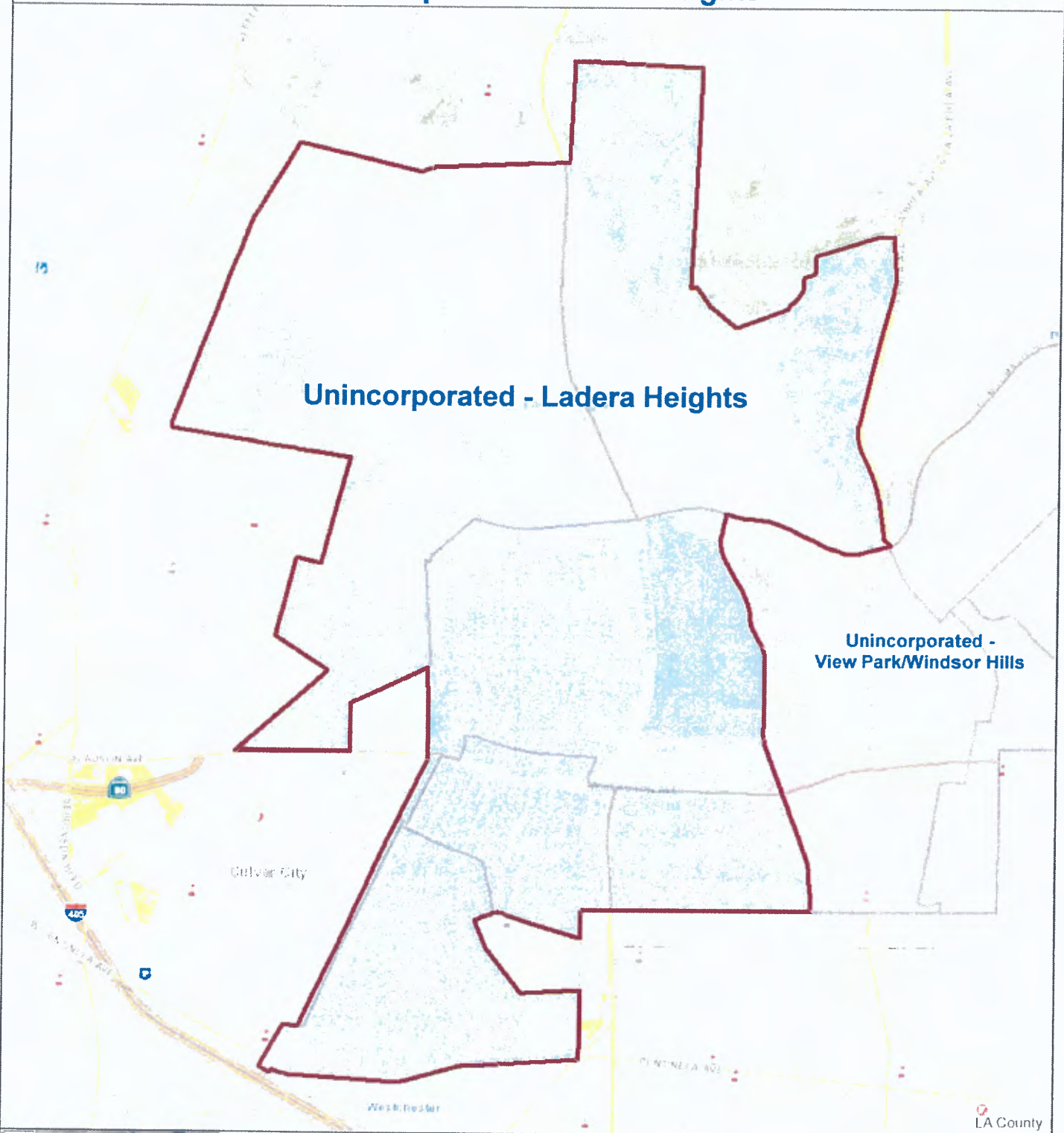






# Board Approved Statistical Areas (BASA) Project 2015

## Supervisorial District 2

### Unincorporated - Ladera Heights



-  Supervisorial Districts
-  Unincorporated - Ladera Heights by Census Block Groups

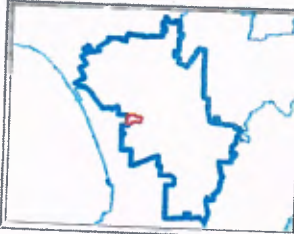
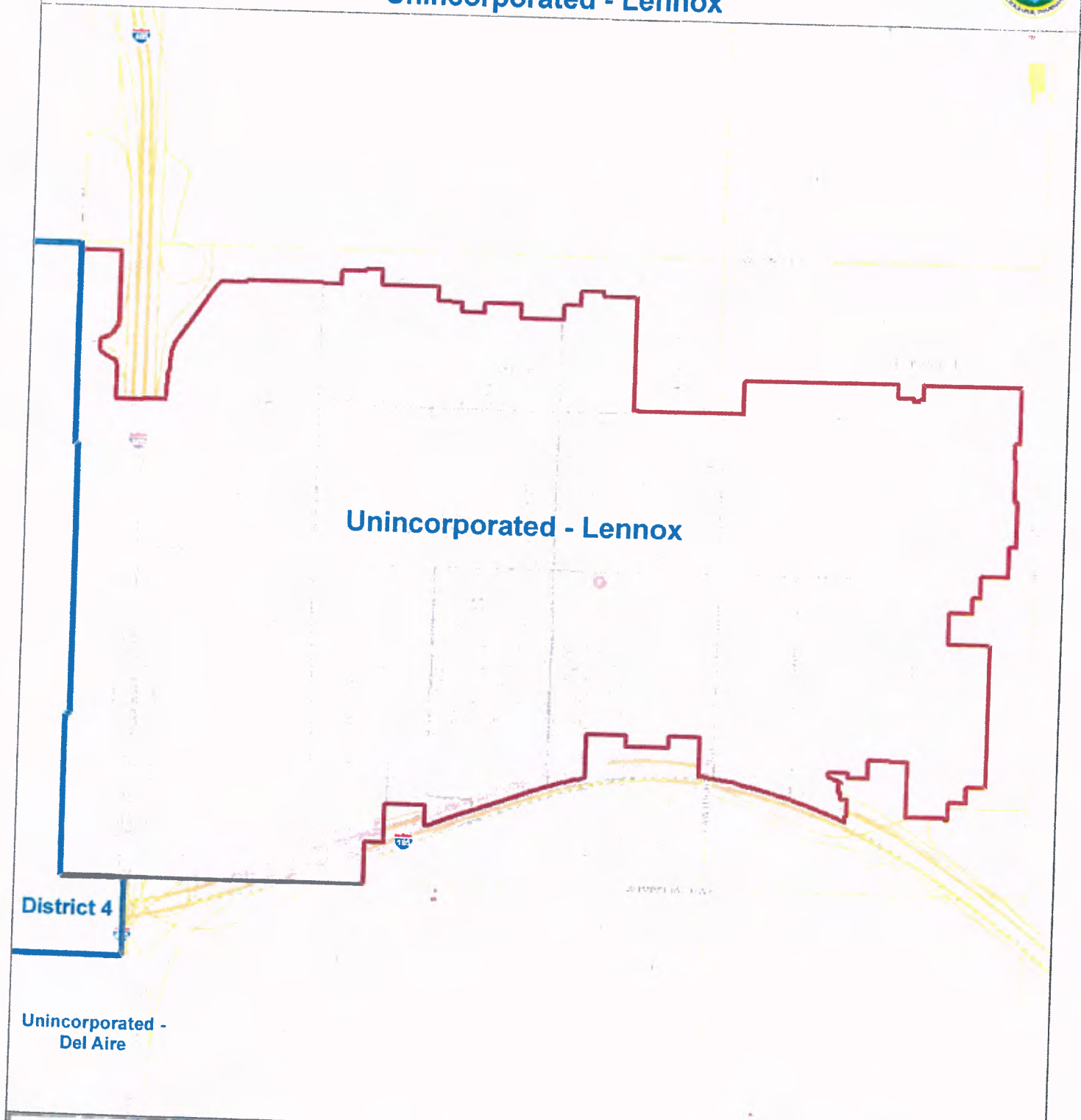






# Board Approved Statistical Areas (BASA) Project 2015

## Supervisorial District 2

### Unincorporated - Lennox



-  Supervisorial Districts
-  Unincorporated - Lennox by Census Block Groups





# Board Approved Statistical Areas (BASA) Project 2015 Supervisorial District 2 Unincorporated - View Park/Windsor Hills

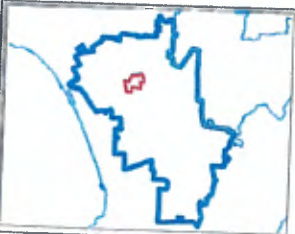



Unincorporated -  
Ladera Heights

Unincorporated - View Park/Windsor Hills

Baldwin Hills

LA County



-  Supervisorial Districts
-  Unincorporated - View Park/Windsor Hills by Census Block Groups





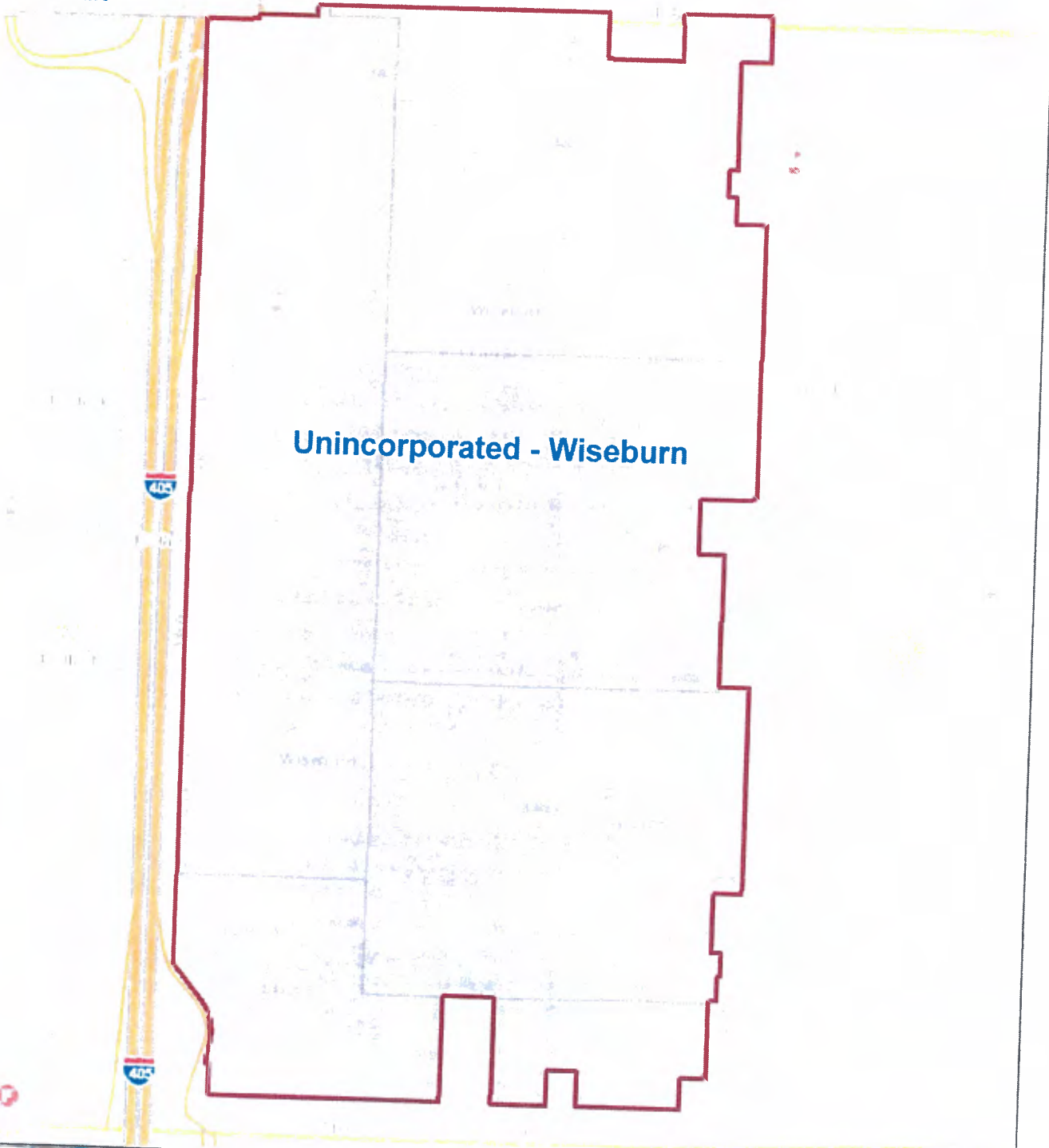
# Board Approved Statistical Areas (BASA) Project 2015

## Supervisorial District 2

### Unincorporated - Wiseburn

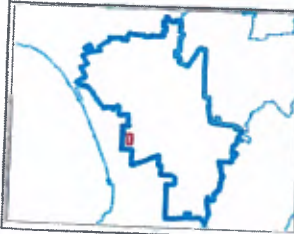




Unincorporated -  
Del Aire



Unincorporated - Wiseburn

LA County



-  Supervisorial Districts
-  Unincorporated - Wiseburn by Census Block Groups



# County of Los Angeles

## Graffiti Removal Services “Statement of Qualifications” (2015-SQPA002)

April 9, 2015



### Superior Property Services, Inc. Superior Graffiti Solutions

9129 Perkins St.  
Pico Rivera, CA 90660  
(562) 801-9200  
FAX (562) 801-9230  
(800) 741-2532  
Website: [www.4superior.com](http://www.4superior.com)

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• PW-5	Conflict of Interest Certification
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• PW-7	Proposal Equal Employment Opportunity Certification
• PW-8	List of Subcontractors
• PW-9	CBE Firm/Organization Information Form
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• PW-10	Gain and Grow Employment Commitment
• PW-11	Transmittal Form (submit only if requesting a review)
• PW-12	Charitable Contributions Certification



- PW-13 Transitional Job Opportunities Reference Application
- PW-14 Proposer's List of Terminated Contracts
- PW-15 Proposer's Pending Litigations and Judgments
- PW-16 Proposer's Insurance Compliance Affirmation
- PW-17 Certification of Compliance with the County's Property Tax Reduction Program
  
- PW-18 DVBE Form
- PW-19 Compliance with Minimum Requirements of the RFP
- LW-2 Living Wage Exemption Application
- LW-3 Contractor Living Wage Declaration
- LW-4 Acknowledgement and Statement of Compliance
- LW-5 Labor/Payroll/Debarment History – N/A
- LW-7 Proposers Medical Plan
- LW-8 Staffing Plan & Cost Methodology (Not required with SOQ)
- LW-9 Wage and Hour Record Keeping



**Superior Property Services, Inc**  
Superior Graffiti Services  
Superior Graffiti Solutions

April 9, 2015

County of Los Angeles  
Department of Public Works  
Attn.: Ms. Gail Farber, Director of Public Works  
900 S. Fremont Ave.  
Alhambra, CA 91803-1331

RE: Graffiti Removal Services – Statement of Qualifications (2015-SQPA002)

Dear Ms. Farber,

Superior is pleased to submit the enclosed SOQ to the County of Los Angeles for “Graffiti Removal Services.”

We have reviewed the information provided and are confident Superior can meet all the requirements as outlined in your SOQ.

The following are the individuals authorized to make representations with respect to this proposal:

Ron Bruneck, President  
9129 Perkins St.  
Pico Rivera, CA 90660  
[Ron@4superior.com](mailto:Ron@4superior.com)

Nancy Hernandez, Vice President  
9129 Perkins St.  
Pico Rivera, CA 90660  
[Nancy@4superior.com](mailto:Nancy@4superior.com)

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 (562) 801-9200 should you or your staff has any questions.

Respectfully,

Superior Property Services, Inc.

Ron Bruneck  
President

State of California  
Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME:

SUPERIOR PROPERTY SERVICES, INC.

FILE NUMBER: C1764613  
FORMATION DATE: 06/02/1995  
TYPE: DOMESTIC CORPORATION  
JURISDICTION: CALIFORNIA  
STATUS: ACTIVE (GOOD STANDING)

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

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

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



IN WITNESS WHEREOF, I execute this certificate  
and affix the Great Seal of the State of  
California this day of July 17, 2014.

*Debra Bowen*

DEBRA BOWEN  
Secretary of State



**State of California  
Secretary of State**

**S**

**Statement of Information**

(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

**IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM**

**F495004**

**FILED**

In the office of the Secretary of State  
of the State of California

**MAR-23 2015**

**1. CORPORATE NAME**

SUPERIOR PROPERTY SERVICES, INC.

**2. CALIFORNIA CORPORATE NUMBER**

C1764613

This Space for Filing Use Only

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

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

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

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

	CITY	STATE	ZIP CODE
4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE 9129 PERKINS STREET, PICO RIVERA, CA 90660			
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY			
6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4			

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

	ADDRESS	CITY	STATE	ZIP CODE
7. CHIEF EXECUTIVE OFFICER/ RONALD BRUNECK	9129 PERKINS STREET, PICO RIVERA, CA 90660			
8. SECRETARY RONALD BRUNECK	9129 PERKINS STREET, PICO RIVERA, CA 90660			
9. CHIEF FINANCIAL OFFICER/ RONALD BRUNECK	9129 PERKINS STREET, PICO RIVERA, CA 90660			

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

	NAME	ADDRESS	CITY	STATE	ZIP CODE
10.	RONALD BRUNECK	9129 PERKINS STREET, PICO RIVERA, CA 90660			
11.	LARRY DCRONA	12851 VIEW RIDGE DRIVE, SANTA ANA, CA 92705			
12.	DIANE DECRONA	12851 VIEW RIDGE DRIVE, SANTA ANA, CA 92705			

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

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

14. NAME OF AGENT FOR SERVICE OF PROCESS DIANE DECRONA			
15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL 17671 IRVINE BLVD., SUITE 106, TUSTIN, CA 92780	CITY	STATE	ZIP CODE

**Type of Business**

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION  
PAINTING CONTRACTOR: GRAFFITI

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

03/23/2015      RONALD BRUNECK      PRESIDENT  
DATE      TYPE/PRINT NAME OF PERSON COMPLETING FORM      TITLE

*[Signature]*  
SIGNATURE

# BACKGROUND



## Background

Superior Property Services, Inc., including Superior Graffiti Solutions and Superior Pressure Washing offer the kind of unique experience in all areas of graffiti abatement; pressure washing; Anti-Graffiti coatings and anti-graffiti products, rarely found in other companies. Superiors Vision of 'Thinking About Tomorrow' reflects our profound respect for our environment and our responsibility to operate in a way that recognizes the impact we have on tomorrow's future. Please check out our WEB SITE for additional information: [www.4superior.com](http://www.4superior.com)

From the companies owners down we take pride in working together to provide the best products, technology and services available. Our innovative solutions and responsiveness to our clients have established Superior as a leader in the graffiti abatement industry. We are 'Thinking About Tomorrow' and strive to improve the quality of life by providing cleaner and safer communities. We bring this vision to life through the power of our outstanding employees working hard to provide unmatched client services. The founders of Superior have over 80 years of combined business experience building relationships on integrity and being responsive to our clients.

### We strive to always be a part of the solution.

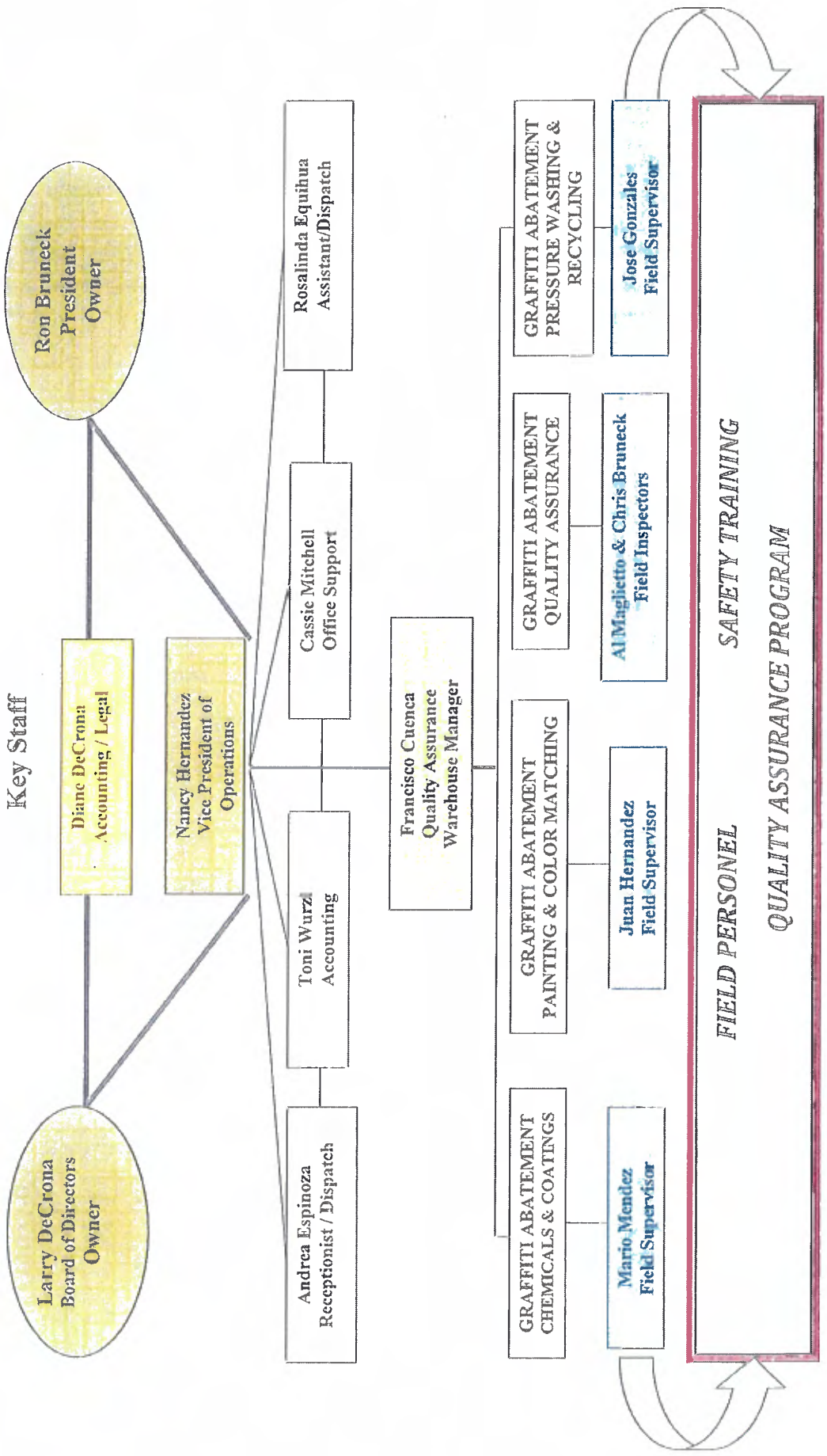
- Superior will succeed only by creating value for our clients
- Superior will reward our employees who accept responsibility and provide superior service to our clients
- Superior will always strive for excellence
- Superior will work to protect the environment
- Superior will foster teamwork
- Superior recognizes our most valuable assets are our people and clients

#### Superior Facts:

- California Corporation
- Ron Bruneck, President & Founder
- Nancy Hernandez, Vice President Operations
- *Larry DeCrona, President Emeritus*
- In business since 1993
- Eighteen years of Graffiti Abatement experience
- Currently employ 35 full time people
- Licenses: C33; C61/D38 and General Contractor
- Corporate Offices & warehouse located in Pico Rivera
- Anaheim warehouse



Superior Property Services, Inc.  
Key Staff



## *Staff/Key Personnel*



### **Ronald L. Bruneck**

President

Founder/Board of Directors

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Mr. Bruneck 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 2,500 residential units and numerous commercial properties. He obtained his real estate broker's license in 1976, owned and managed Lanco Property Management until 1989. He started CDS Maintenance which later became Superior Property Services in 1994. 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 Mr. Bruneck have worked together for 30 years and in 1994 became partners to form Superior Property Services, Inc. Mr. Bruneck is involved in the day-to-day operation of all Los Angeles County contracts. His responsibilities include area inspections and resolution of any and all issues in a timely manner.





## **Lawrence E. DeCrona**

Founder/Board of Directors

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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 Pomona where he obtained a degree in Business Administration. He began his career in real estate in 1973 and specialized in residential and commercial income producing properties and holds a General Contractors license.

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 retired as President in January, 2014 and assumed the role of President Emeritus. He served as President of Superior Property Services, Inc. for 18 years. He looks forward to spending more time with his wife, children and grandchildren; as well as traveling and volunteering at his church. He will continue to work on special projects for Superior and retain an ownership interest and member of the Board of Directors.

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.





**Nancy Hernandez**

Vice President of Operations

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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 directly oversees the office staff and 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 and has been for over 20 years. Ms. Hernandez is the main contact person for all Los Angeles County contracts.

***Experience:***

Lanco Property Management	1991~ 1992
CDS Maintenance	1992 ~ 1993
Superior Property Services, Inc.	1993 ~ Present

***Education:***

Santa Ana Valley High School	1994
Orange Coast College	1994 ~ 2000
Business Major	

***Language:***

English & Spanish

*Francisco Cuenca*

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*Operations Manager  
Quality Assurance*

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. Mr. Cuenca is available to meet with Los Angeles County field inspectors upon request. In addition to insuring we are meeting or exceeding the requirements of our Los Angeles County contracts, Francisco works with our crews to lead by example.

***Experience:***

Superior Property Services, Inc. 1999 ~ Present  
Janitor  
Janitorial Supervisor  
Pressure Washer  
Graffiti Abatement  
Graffiti Abatement Crew Supervisor  
Operations Manager & Quality Assurance Supervisor

***Education:***

Saddleback High School 1989

***Language:***

Spanish & English

*Rosalinda Equihua*

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*Assitant & Scheduling/Dispatch*

Miss Equihua is experienced in QuickBooks, Word, excel, and PowerPoint presentations. Miss Equihua handles all of our data entry. She currently is attending Santa Ana College working towards a degree in business. Ms. Equihua responsibilities include the scheduling and routing of our crews in the field. She is very familiar with the use of Graffiti Tracker; TAGRS and other graffiti abatement monitoring systems. Miss Equihua is responsible for assigning our crews their work orders and insuring all Los Angeles County work orders are completed within the 48 hour response time.

***Experience:***

Superior Property Services, Inc. 2008 ~ Present

***Education:***

Santa Ana High School, Santa Ana, CA 2008  
Santa Ana College Present

***Language:***

English & Spanish

## Andrea Espinoza

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### *Receptionist/Data Entry*

Miss Rodriguez helps with the office work and answering the phones. Ms. Rodriguez assist in the scheduling of crews and distributing work orders throughout the day.

### **Experience:**

Superior Property Services, Inc. 2012 ~ Present

### **Education:**

Whittier High 2004

### **Language:**

Spanish & English

## Chris Bruneck

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### *Quality Assurance 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 is responsible for inspecting each contract area. Chris understands the importance of maintaining Superiors high standards of service and quality of work. He also helps out with graffiti abatement when necessary. In addition, Chris has become a certified applicator of several different anti-graffiti coatings and has become an expert in restoration work.

Chris has a passion for soccer, enjoys music and working out.

### **Experience:**

Superior Property Services, Inc. 2003 ~ Present

### **Education:**

Tustin High School 2005  
Santiago Community College 2005 ~ 2006  
Woodbury University 2006 ~ 2007

### **Language:**

English

## Al Maglietto

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### *Quality Assurance Inspector*

Mr. Maglietto is the newest member of our management team. Al has been self employed for many years and has a strong background in Wood working, construction, painting, graphic design and photography. He has spent his whole life in the Los Angeles area and attended Los Angeles public schools.

#### **Experience:**

Joslin Lumber	1969 ~ 1974
McDonald Douglas Aircraft	1974 ~ 1980
Al's Painting Contractor	1980 ~ 2010
Superior Property Services, Inc.	2010 ~ Present

#### **Education:**

Gardena High School	1972
El Camino College	1972 ~ 1974

#### **Language:**

English

## Jose Gonsales

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### *Field Supervisor Pressure Washing / Recycling*

Jose worked for several years on our graffiti abatement crews and was trained to handle our pressure washing and water recovery and recycling equipment. He has recently been promoted as a supervisor overseeing our pressure washing crews and equipment.

#### **Experience:**

Superior Property Services, Inc.	2006 ~ Present
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#### **Education:**

McLane High School	1992
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#### **Language:**

Spanish & English

## Mario Mendez

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*Field Supervisor  
Chemicals/ Coatings & Glass*

Mario is bilingual and has been involved in the janitorial industry prior to joining our Superior team. As a result of his experience with cleaning chemicals we promoted Mr. Mendez as a supervisor over seeing all graffiti abatement removal using chemicals and protective coatings. Recently we added etched glass repairs to our services and Mario is our in house expert in window and glass repairs. He has worked his way up from a janitor position to building supervisor, area manager, and lead floor crew supervisor to area supervisor. Mario works closely with our other supervisors in improving training techniques and reporting procedures.

***Experience:***

Superior Property Services, Inc. 2003 ~ Present

***Education:***

Escuela Secundaria Mixta, Jalisco, Mexico 1992

***Language:***

Spanish & English

## Juan Hernandez

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*Field Supervisor  
Painting & Color Matching*

Juan began with Superior as a graffiti abatement crew member working on Los Angeles County contracts. Juan now oversees all of our painting crews and all issues with color matching. He spends a great deal of his time in the field checking color matches and the quality of work being performed.

***Experience:***

Superior Property Services, Inc. 2005 ~ Present

***Education:***

Colegio Benito Juarez, Ciudad de Mexico, MX 1980

***Language:***

Spanish & English

# *Superior Graffiti Abatement Team*

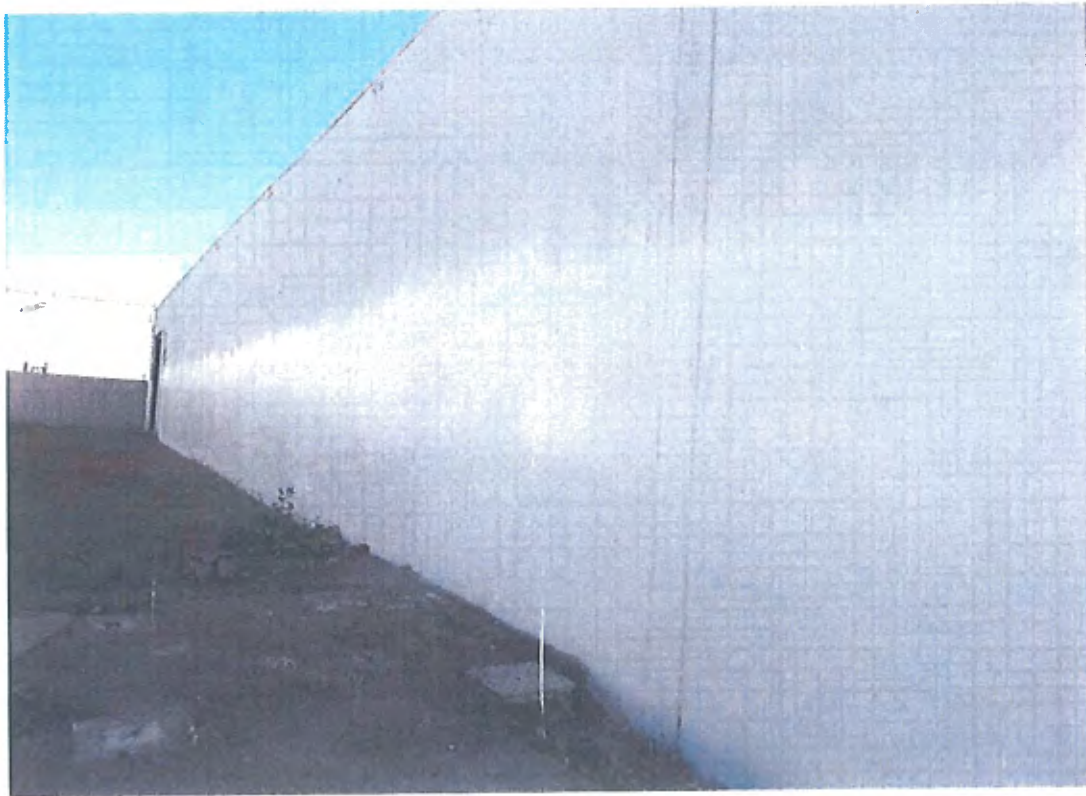
All of our crew members have had a minimum of one year of prior painting experience. They must have and maintain a clean driving record. They receive extensive training by Superior prior to being placed on a crew in the field. They learn paint color matching, painting techniques, reporting, safety procedures, paint sprayer maintenance and additional training in their specific area.













## Graffiti Tracking System

**Superior** currently uses one of the most popular tracking system, TAGRS (Tracking Automated and Graffiti Reporting System). TAGRS was developed by the Orange County Sheriff's Department and is a GPS / smart phone based system which allows law enforcement to maintain and share information. Superior has developed a tracking system similar to Graffiti Tracker which is currently used across the country. Our system TagProfiler was developed to better serve clients in facilitating the reporting and tracking of graffiti in real time. Mobile applications will enable Superior abatement crews and city employees to photograph graffiti which automatically records its locations via GPS and tracks the progress through the removal process. This system improves Superior's ability to manage our graffiti removal operations and may lead to more arrests of tagging offenders. Both systems would be included at no additional costs and would require minimal training.

## Color Matching

**Superior** has the same color matching systems found in paint stores with the added ability of onsite color matching with the use of our hand held portable color measurement device. Plus we have a full mobile color matching unit equipped with everything needed to provide a perfect match on site. Our mobile trailer includes computerized color matching software; tint carousel; small paint shaker and all the color tints and bases to complete the perfect job. All of our graffiti abatement crews are trained in proper painting techniques and color matching. The use of the right paint color eliminates effects of ghosting and/or shadowing and allows us to properly block the graffiti without creating an unsightly patch work effect. Our crews take precautions to not do any further harm to the surface, the surrounding area and they make sure the work area is properly protected and designated as such.



## Environmentally Preferable Procurement Policy

*Superiors' Vision of 'Thinking About Tomorrow'* reflects our profound respect for our environment and our responsibility to operate in a way that recognizes the impact we have on tomorrow's future.

From the companies owners down we take pride in working together to provide the best products, technology and services available. Our innovative solutions and responsiveness to our clients have established Superior as a leader in the graffiti abatement industry. We are 'Thinking About Tomorrow' and strive to improve the quality of life by providing cleaner and safer communities. We bring this vision to life through the power of our outstanding employees working hard to provide unmatched client services. Superior has added a 400 gallon propane tank and refueling system to our facilities. We use propane for some of our vehicles' and pressure washing equipment. We are constantly looking for ways to increase our ability to use alternative fuels.

Superior makes every effort to use only recycled paints provided to us by both Vista Paints and Acrylatex Coatings. Please feel free to check out the following web sites for additional information:



[www.graffitiremovalinc.com](http://www.graffitiremovalinc.com)

[www.acrylatex.com](http://www.acrylatex.com)

[info@farrowsystem.com](mailto:info@farrowsystem.com)



## Superior Property Services, Inc.

### PROPOSER'S REFERENCE LIST

#### A. County of Los Angeles Graffiti Abatement Contracts

1997	Zone 1A (City Terrace)
1998-1999	Zone 1A, 1B (East Los Angeles) and Flood Control Channels
1999-2002	Zone 1D, 1E, 1D, 2A, 2B, 4A, and 5A
2003-2005	Zone 1A, 1B, 1D, 1G, 2A, 2D, 2E, Flood Channel, and 2 <sup>nd</sup> Story (District 1 & 2)
2005 – 2012	Zone 1D, 2B, 2D and 2 <sup>nd</sup> Story (District 1 & 2)
Current Fiscal Year	Zone 1A, 1B, 1E, 1G, 2C, 2E, 5A, 5C, 5D, 5E, 5F, and 5G

#### B. Other governmental agencies and private companies

2001 – Current Fiscal Year	County of Orange (Graffiti Abatement Contract) Includes County buildings County Court house interior/exterior County Flood Control Channels
Current Fiscal Year	City of Lake Forest (Graffiti Abatement/Pressure Washing)
Current Fiscal Year	City of Duarte (Graffiti Abatement)
2008 – Current Fiscal Year	City of Orange (Graffiti Abatement Services)
2012 – Current Fiscal Year	City of Anaheim (Graffiti Abatement Services)
2010 - Current Fiscal Year	City of West Hollywood (Graffiti Abatement/Pressure Washing)
2010 – Current Fiscal Year	City of Simi Valley (Graffiti Abatement Contract)
2006 – 2009	City of Colton (Graffiti Abatement Contract)
2004 – 2008	Santa Ana Police Department (Pressure Washing and Graffiti Abatement)
2006 – 2011	City of West Covina (Graffiti Abatement Contract)
2004 – 2006	San Bernardino (Graffiti Abatement Contract) Supervisory Districts 2 & 4

# WORK PLAN APPROACH



## PLAN OF ACTION / APPROACH

### Proposed Coverage

- Roving paint crews Monday ~ Friday 6:00am to 2:30pm
- If required, also Saturday & Sunday coverage
- Pressure Washing Crews
- Supervisor (available 7 days/week)
- Monthly Area Blitz
- Additional support as requested or needed

Superior has many years of experience in providing graffiti removal in all areas for the County of Los Angeles. In fact, we were the first contractor to provide graffiti abatement service for all of the flood channels in the initial contract issued in 1998/1999. 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. Superior is the only contractor to use special formulated products to remove graffiti from the asphalted bike paths. We also customized our trucks and scheduled routes to systematically proactively patrol all assigned areas, to insure we exceed the standards of our contract. Superior has led the industry in finding better graffiti abatement solutions. When responding to specific RFP's we develop a very specific plan of actions to detail how we will best use our crews and resources to exceed the scope of work outlined in the proposal specifications. We identify the "hot spots" and establish a proactive grid and assign our crews and equipment accordingly

### Extra Support:

Our extra support teams are available to fill in where needed and used to conduct monthly blitz's. When need they become the 2<sup>nd</sup> crew member to our existing crews to provide more service and safety, if necessary.

In addition to the regular crews we will have a supervisor inspect each area on a regular basis. Our Supervisor will be available to assist in graffiti removal when necessary. The supervisor shall submit to our office a weekly status report detailing all work performed in these channels.

Over the years we have established a partnership with major suppliers to provide us with recycled paints and equipment at the lowest prices possible.

Our crews will be based out of one of our two locations located in Pico Rivera and/or Anaheim. As a result of locating our crews closer to their assigned areas we can reduce drive time and increase the actual time removing graffiti. In the event of rain, high graffiti incidents or special requests our crews are available to work longer shifts and Saturdays. All crews are uniformed, equipped with cell phones and GPS mapping.



Each truck is equipped GPS tracking system which provides us with real time location; stops; and a great deal more information about each driver's tendencies. Our vehicles' are custom fitted to enhance our crew's ability to provide the most efficient service possible.

No other contractor has the reputation Superior has for contributing back to the communities we service. We have always taken a proactive approach to removing graffiti and participate in all programs that work to that end.



## ***Personnel Management***

### **Training**

All new crewmembers go through an extensive training program prior to working in the field. Our training program consists of the following:

- ◆ Three days of painting techniques; color matching; equipment care; preparation and cleanup;
- ◆ One day of safety procedures; Material Safety Data Sheets; office procedures; dress codes; jury duty; payroll reporting and Living Wage requirements
- ◆ Two days of field training and familiarization with specific graffiti removal techniques and areas
- ◆ One day learning all Los Angeles County requirements and contract specifications.
- ◆ One day reviewing safety and Quality Assurance programs
- ◆ Five days of field training with a supervisor.
- ◆ Employee must demonstrate competence in all areas
- ◆ Supervisor must sign off on all areas of training

We have an existing relationship with Vista Paints and have established a training program where they 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 safety and training sessions for all personnel. This training includes safety issues as well as other employment issues, such as sexual harassment, employment benefits and polices. We also conduct additional training in equipment, color matching, chemical applications for abatement, proper removal techniques and possibly new types of graffiti removal.

Superior requires all crew members to be bilingual and in order to insure that takes place we encourage all employees to attend English/Spanish classes. We provide flexible schedules and reimburse up to 75% of the cost for such classes.

### **Communication**

Superior provides all clients with the emergency numbers of all key employees including both owners. Our emergency numbers are a part of our after hour's voice mail message accessible 24/7.

Currently all Superior field employees are assigned a smart cell phone with GPS tracking system. This GPS tracking system allows us to monitor their location at all times. We have the ability to move crews based on location which allows us to provide quicker response and be much more efficient. We use the GeoPal mobile management system which allows our crews to obtain signed liability releases on site. This system allows us to adjust routes; handle all requests in a timely manner and retrieve special work orders such as previous color matches and custom colors. All phones have our TAG PROFILER web based work order tracking system application installed on them. This real-time system allows us to dispatch, route, monitor and document all work orders in real time. Our office personnel are able to submit work orders including any photos to our field technicians and answer any questions.

### **Recruitment & Replacement**

Superior has a very low employee turnover ratio, because of our extensive training program, it is in our best interest to retain our employees. Therefore we have initiated several incentive and bonus programs as well as regular employee lunches and raffles. We want our employees to stay, so we work hard to provide a great work environment for them. When we find a need to hire or replace an employee we usually do so through personal referral and we have an ongoing waiting list of potential applicants. All potential new hires must agree to a complete background check including criminal and driving records, which are completed by an outside agency.

### **Quality Control**

Superior has a quality assurance program in place. Al Maglietto would be responsible for monitoring these areas if contracts are awarded to Superior. Each employee is of the standards as outlined in the Los Angeles counties Scope of work. Based on the inspections and evaluations of our Quality Assurance inspector each crew member will have opportunities to win cash and prizes for meeting or exceeding our standards for these areas.

## Supervision

Superior has implemented a three tier level of supervision. Each area is assigned a field supervisor working in the area and responsible for handling daily issues and problem areas. The supervisor also acts as a back up to the assigned abatement crew in the event of illness or vacations. We also have our quality assurance supervisor who regularly inspects the area and is available to meet with Los Angeles County field inspectors whenever needed or requested. Finally, we have the operations manager, who can conduct his own inspections and is responsible for establishing training guidelines and evaluation reports of all field employees and areas. The operations manager reports directly to our office manager and the company owners.

We insist that our supervisors work with our crews and not interfere with their work. Our supervisors are all "hands on" including the company owners. Everyone, from the top down understands our goal of zero tolerance and work in the most productive way possible to achieve that goal.

## Transporting Workers

Superior's warehouses are located centrally to our graffiti abatement contracts. Employees are required to report 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 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 and equipment.

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 are ready for each crew.

### **Uniforms**

All Superior Graffiti Abatement crews are required to wear safety work boots; clean work pants and high visible safety vests. In addition, Superior is the only contractor providing daily laundered uniform shirts with identification and safety stripes to all our field technicians. We believe it is important that our crews who represent the County look, act and be professional at all times. Each employee is provided with an Identification badge which identifies the employee, company and immediate supervisor and telephone number. This information must be presented upon request by any individual.

### **Emergency & Contingency Planning**

Superior works in what could be considered a high risk environment, and as such we take our employee's safety and emergency training very serious. No employee is ever required to put themselves or their fellow worker in a dangerous situation. Every Superior vehicle is provided with safety equipment and emergency instructions along with emergency contact phone numbers. In some areas we provide two man crews and/or multiple crews to provide additional safety.

### **Billing Methods / 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 developing a program 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 our warehouses are located 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. Vehicles are inspected, re-fueled and re-stocked with supplies every evening. This allows our graffiti crews to spend far more time actually removing graffiti than any of our competitors.

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### **Funding Sources**

Superior has been in business for over 15 years and have established banking relationships with both Union Bank and 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.

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### **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 o 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 preceding 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 dependents 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. Superior agrees to pay for one-half of the cost of all employees after a ninety day waiting period. The cost of dependent coverage is the responsibility of each employee. Insurance will be deducted from employees' paychecks.

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.

State of California  
Department of Industrial Relations  
Cal/OSHA Consultation Service  
1 Centerpointe Drive, Suite 150  
La Palma, CA 90623  
Phone: (714) 562-5525  
Fax: (714) 562-5555

EDMUND G. BROWN JR., Governor



July 11, 2013

Certificate #: G1773

Superior Property Services, Incorporated  
Attention: Mr. Ron Bruneck  
9129 Perkins Street  
Pico Rivera, CA 90660

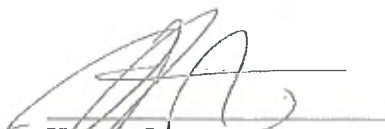
**GOLDEN GATE PARTNERSHIP RECOGNITION**

Dear Mr. Bruneck:

Congratulations, your company has been recognized by the Cal/OSHA Consultation Service for its effort in implementing and maintaining an effective injury and illness prevention program during the Cal/OSHA Consultation Service visit on June 25, 2013.

Golden Gate recognition was developed to provide motivation and support to employers who proactively work with their employees and the Cal/OSHA Consultation Service. During our consultative visit to your company, your managers and employees demonstrated a commitment to continuously improve the effectiveness of its workplace safety and health management system. This commitment to workplace safety and health is being commended by the Cal/OSHA Consultation Service. Thank you for taking an active participation in occupational safety and health in your workplace.

Sincerely,

  
Herman Jett  
Area Manager, La Palma Office

  
Scott Ratigan  
Associate Safety Engineer



# EQUIPMENT



## **Equipment**

Superior takes pride in providing clients with the best service possible, to do so we maintain the best equipment for the job. We are constantly upgrading vehicles and equipment and have initiated our **10/20/30 Replacement Program**. Superior replaces **10%** of our vehicles' every year; **20%** of our pressure washers and **30%** of our paint sprayers. Superior Recently invested \$400,000 in up grading our vehicles'; pressure washers and paint sprayers. We have added 12 new Ford F150 and 250 trucks to our fleet along with four new pressure washers with water recovery systems and fifteen new high performance commercial paint sprayers. In addition, we have an ongoing testing program to pursue alternative products; newer technology and equipment. Superior has an ongoing maintenance program designed to maximize the safety and condition of all vehicles and equipment. All vehicles are rotated out of service every three months and undergo a complete maintenance and safety check by an independent auto mechanic. Our paint sprayers are independently serviced by an outside contractor every four months and our pressure washers and water recovery systems are also independently serviced by an outside contractor every three months. Each contractor is required to provide a detailed comprehensive report and safety check of each item serviced.

We have set up our graffiti trucks in four ways to maximize efficiency:

### **Quick Attack Paint Truck**

Usually a smaller truck equipped to move easily through traffic removing smaller size tags and a greater number of sites. This truck maintains a larger selection of paint colors all in 2 gallon paint buckets; a smaller commercial paint sprayer and chemicals for removing graffiti from signs, glass and polls. This truck may also be equipped with a battery operated hand held paint sprayer with quart paint cups, for smaller tags which cannot be removed with using a paint roller to cover. A one person crew is provided with this vehicle.

### **Standard Paint Truck**

Full size ½ ton trucks custom fitted with aluminum flatbed instead of the standard truck bed. These trucks are equipped with high capacity/volume commercial airless paint sprayers; minimum of 300 feet of paint hose; larger quantity of paint and chemicals for removing graffiti from non painted surfaces. These trucks are capable of handling any size of graffiti tag on walls or alleys; color matching and if necessary painting whole blocks or buildings with graffiti above 12 feet. This truck is usually manned with a 2 person crew to increase efficiency, safety and output.

## Paint Truck w/ Pressure Washer (combo)

### Pressure Washing Truck

#### Specialized Equipment

- Hand held paint sprayers  
Used for smaller areas where larger spray rigs are not convenient or over spray may be of concern.
- Tornado Advanced Cleaning System  
Ideal for the very sensitive type blasting, alternative to pressure washing. Our system uses no water or chemicals and blasting material is contained in a closed system. No system like it in the Los Angeles area.
- 55 gallon paint tanks  
Allows for continuous painting without having to constantly stop to change out the typical 5 gallon buckets.

### Additional Equipment Available



The Farrow System is a trailer mounted low pressure system using environmentally friendly blasting media. The advantage of this system is to provide a less aggressive more environmentally friendly way to abate graffiti. We have been successful using this system to restore concrete light poles once often painted, to their original condition. We then apply an anti-graffiti coating to protect the pole from any further damage.

Now Offering the Latest in Environmentally Friendly Green Technology:

The  
**FARROW**  
System

- ✓ 100% Recycled Glass Media
- ✓ California Air Control Board (CARB) approved
- ✓ Strategic Petroleum Reserve approved
- ✓ Non-toxic, Completely Inert





## ***Tornado Advance Cleaning System (ACS)***

*The patented cleaning equipment Tornado ACS operates with a unique and revolutionary low pressure blasting procedure without using high pressure, water or chemicals. The eco-friendly technology of the Tornado ACS cleaning machine is the ideal alternative to pressure washers. This minimal-abrasive technology enables an eco-friendly gentle cleaning. Tornado ACS is the perfect alternative to conventional sand blasting machines. Pressure washing in the flood channels was unthinkable until now. Another Superior Solution....*



Handheld Paint Sprayer allows us to reach areas an airless sprayer cannot. Also, it makes color matching and spraying out small tags much more efficient. Less over spray, no hoses or loud noise to worry about.

### **Additional Services; Products & Equipment**

#### **Glass Restoration Anti-Graffiti Films**

Glass  
Mirrors  
Stainless steel

Sign Protection

### **Anti-Graffiti Wraps**

### **Anti- Graffiti Coatings**

Sacrificial coatings

Non-sacrificial coatings

Clear & tinted coatings

### **Graffiti Removal Products**

### **Specialized Tools & Equipment**

Hand held Spectrometer (perfect color matching)

The Farrow System

Tornado Advance Cleaning System

Hand held cordless paint sprayers

Cordless Drillbrush systems

Superior is deeply committed to providing solutions that enhance the quality of life in our local communities and operating in a way that recognizes the impact we have on our environment. Though it is nearly impossible to prevent graffiti, you can avoid the accumulative property damage and costs associated with its constant abatement. With the use of our Anti-Graffiti films; Coatings or specialized equipment you can easily and immediately remove unsightly graffiti leaving the original surface literally as good as new. Many of these products are offered exclusively by and through Superior Graffiti Solutions.

### ***Safety Equipment***

Superior provides all personnel with the proper safety equipment and training.

Safety Shirts (visibility stripes)  
High Visibility Safety Vests (yellow)  
Safety goggles and gloves  
Paint and chemical Respirators  
First aid and emergency kits  
Caution strobe lights  
Caution cones / signs  
MSDS Sheets  
Monthly Safety Meetings  
Weekly Vehicle Inspections



### ***Materials & Supplies***

Superior provides all necessary materials to allow our crews to work as efficiently as possible. We maintain Extensive inventory of paint; paint supplies; pressure washing supplies and are an authorized reseller of propane fuel for our vehicles'.

*Once again we have gone to great lengths to be able to offer Superior service.*



## *List of Superior Vehicles and Equipment*



2012 Ford F150 X/C  
2012 Ford F150  
2012 Ford F150  
2012 Ford F150  
2011 Ford F150  
2009 Ford F150 Long Flat Bed Truck  
2008 Ford F350  
2008 Ford F350  
2008 Ford F150  
2008 Ford F350 Stake Bed  
2008 Chevy Silverado Truck  
2007 Chevy Silverado Stake Bed  
2007 Ford Ranger  
2007 Ford Ranger X/C  
2007 Ford-F150 Long Bed Truck  
2006 Ford F350  
2006 Ford F150 Truck  
2006 Ford Ranger  
2005 Ford Ranger  
2005 Ford F150 Long Bed Truck  
2004 Chevy Silverado 4x4  
2003 Ford 15 passenger Van  
2003 Dodge Dakota X/C Truck  
2003 Chevy S10 Flat Bed Truck  
2003 Chevy S10  
2002 F250 Ford Flat Bed Truck  
2001 GMC Sonoma  
2001 Ford F150 Truck  
2000 Toyota Tundra Flat Bed Truck  
2000 F250 Ford Flat Bed Truck  
1999 Dodge Dakota X/C Truck  
1997 GMC Sierra Flat Bed Truck

## Pressure Washing Equipment

Trailer Mounted Silver Eagle "All Propane" Pressure washer & Water Recovery System  
Trailer Mounted Landau Pressure Washer/Steam Cleaner  
Trailer Mounted Delco Pressure Washer/Steam Cleaner  
Truck Mounted Hydro Blaster Pressure Washer/Steam Cleaner  
Truck Mounted Hydro Blaster Pressure Washer/Steam Cleaner  
Portable 3000 PSI Water blasters (2)  
Water recovery vacuum systems (4)  
Extension wands for water blasting of high areas  
6 Sand blasting pots and wands (10)

## Painting Equipment

8900 Speedflow Airless Paint Sprayers (20)  
4900 Speedflow Airless Sprayers (2)  
3900 Grayco Airless Paint Sprayer (2)  
Titan Portable Pot Paint Sprayers  
X-Rite ColorDesigner Paint Matching Computer System  
Portable hand help paint Scanners for on-site color matching  
Paint Tinting Equipment, Paint Shakers & Paint Mixing Equipment

## Misc. Equipment

Honda 3000 watt Portable Generator  
Yamaha 1600 watt Portable Generator  
Coleman 2500 watt Portable Generator  
Extension wands for water blasting of high areas  
Extension Ladders, Step Ladders and Portable scaffolding  
Custom Hose Reels (14)  
Full supply of all pressure washing equipment, hoses and Turbo nozzles  
Full supply of all painting equipment & hoses  
Traffic Control Equipment



# QUALITY ASSURANCE



# Quality Assurance Program

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Superior's Quality Assurance Program is a process put in place to review the quality of all factors involved in meeting or exceeding the requirements as outlined in the Los Angeles County Specifications. Our program comprises of three important areas:

- **Structured Elements**
  - Understanding Work requirements
  - Performance Standards
  - Supervision & Inspections (self monitoring)
  - Response Times & Corrective Measures
  - Customer complaints & Inquiries
  - Reporting & Record Keeping
- **Competence**
  - Knowledge/Training
  - Skills
  - Experience & Qualification
- **Soft Elements**
  - Personnel Integrity & honesty
  - Confidence
  - Management Support
  - Motivation – Team approach
    - Encouragement
    - Reward system

*Quality can suffer anytime these three areas are deficient.*

Superior has been providing graffiti abatement services to the county of Los Angeles for over 15 years and we are constantly looking for ways to improve our services and increase response times. Superior has focused on developing a comprehensive Quality Assurance Program.

Our program starts with our continuous comprehensive extensive training program. We conduct monthly training meetings which include a discussion of any areas of concern or problem areas. Our get it **Right First Time** approach is achieved with better trained team members. Superior supports the following trade associations: Power Washers of North America (PWNA) and the Greater Los Angeles chapter of Painting and Decorating Contractors of America (PDCA). Through these Associations we encourage our employees to continue their training and knowledge of the methods and practices of both the painting trade and pressure washing trade. The majority of our employees receive the training skills to be classified as journeyman painters.

We emphasize greater communication between crews; supervisors; and our quality assurance inspector. With better communication and ongoing inspections we are able to deal with issues before they become problems. Each area is inspected weekly by our inspector with a written report submitted to our supervisor and discussed with the technicians in the area. If corrective actions are required they are completed in a timely manner and re-inspected before they can be signed off by our supervisors. Any complaints received are investigated effusively by our inspector and corrective measures are taken to avoid any further problems. All complaints must be resolved to the satisfaction of our supervisor, office manager and company owners within 48 hours or an approved written extension must be obtained. We make sure all phone calls; emails and/or written correspondence are responded to immediately. A major component of better communication is frequent and ongoing inspections. These inspections insure quality of work being performed in each area and inspections of all vehicles' and equipment insures safety and ability to complete each job. Each area is inspected weekly and a written inspection report is made and reviewed by management.

Our quality assurance program has an emphasis on reporting and documentation. We spot check completed work orders to insure they are being properly reported and completed in an acceptable manner. Our office staff verifies each work order is completed within the required time frame and all data is properly updated. In conjunction with our inventory control we are able to track and compare the ratio of paint consumption to graffiti removed by each crew or area. At any given time we can determine the specific status of any reported work order.

Each crew is equipped with a GPS phone, which allows our office to monitor in real time, the exact position of each truck; the number of stops made; time of each stop and the route taken. This allows us to determine the efficiency of our crews. Also this GPS feature gives us an element of safety in reporting if any of our crews have any problems.

We have prided ourselves in constantly searching for new and innovative ways to increase our efficiency and performance. To that end we have custom equipped trucks to enhance efficiency. We have streamlined our reporting systems and were the first contractor to actively use a GPS system for real time tracking. We are currently working on developing a new spray system which we hope will reduce the time it takes to change colors in the field, reduces wasted paint and problems with over spraying.

Finally, each truck is inspected at the end of each work day to guarantee safety and productivity. As you can see we take a great deal of pride in both our training programs and ongoing quality assurance programs.





# Superior Graffiti Services Area Inspection Report

To: \_\_\_\_\_ Area/Zone: \_\_\_\_\_

Inspector: \_\_\_\_\_ Date of Inspection: \_\_\_\_\_

AREAS	EXCELLENT	GOOD	FAIR	COMMENTS
Street Corners/Traffic Poles				
Walls				
Buildings				
Electric Boxes				
Fencing/Gates				
Phone Booth				
Poles				
Light Posts				
Curbs				
Sidewalks				
Signage				
Bathrooms/Parks				
Doors/Windows/Glass				

Corrective Action Required to be completed by date of: \_\_\_\_\_

Area of Concern: \_\_\_\_\_

Pressure Washing: \_\_\_\_\_

Other: \_\_\_\_\_

Comments/Follow-Up Required: \_\_\_\_\_

Corrective Action Completion Date: \_\_\_\_\_

Approved By: \_\_\_\_\_

*File copy after completion and approval*



# Superior Graffiti Services

## Flood Channel - West

### Inspection Report

Inspector: \_\_\_\_\_ Date of Inspection: \_\_\_\_\_

Flood Channel	Time	Access	Walls	Paths	Signs	COMMENTS
Ave. S – PD 2136						
Bakerton DB – MTD 1548						
Copperhill DB						
Crystal Springs						
Fort Tejon Rd						
Garnet Canyon						
Green Hill						
Hipshot						
Knoll DB						
La Salle DB						
May #1						
May #2						
Moon Dust DB						
Mustang DB						
Newhall Ranch DB						
Royal Terminus						
Saddleback #1						

Corrective Action Required to be completed by date of: \_\_\_\_\_

Area of Concern: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Comments/Follow-Up Required: \_\_\_\_\_  
 \_\_\_\_\_

Corrective Action Completion Date: \_\_\_\_\_

Approved By: \_\_\_\_\_

*File copy after completion and approval*



# RECORD KEEPING



## ***Record Keeping 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 developing a program 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 includes 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 our warehouses are located 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. Vehicles are inspected, re-fueled and re-stocked with supplies every evening. This allows our graffiti crews to spend far more time actually removing graffiti than any of our competitors.

***Payroll records and work order logs will be available to the County upon request.***

# REQUIRED INSURANCE



## REQUIRED LICENSE AND PROOF OF INSURANCE

### *Licenses*

Superior maintains a class C-33, C61/ D38 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 1 Day of employment.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/17/2014

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

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

PRODUCER Garrett/Mosier/Griffith/Sistrunk  
Risk Management & Insurance Services  
12 Truman  
Irvine, CA 92620

CONTACT NAME:  
PHONE (A/C, Ho, Ext): (949)559-6700 FAX (A/C, No): (949)559-6703  
E-MAIL ADDRESS:

www.gmgs.com 0B84519

INSURED Superior Property Services, Inc.  
9129 Perkins St.  
Pico Rivera CA 90660

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Peerless Insurance Company	24198
INSURER B:	Golden Eagle Insurance Company	10836
INSURER C:	Cypress Insurance Company	10855
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 20547794 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VVVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$250 Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER.			CBP1091256	6/22/2014	6/22/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PO AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA8951133 \$500 Coll Ded \$500 Comp Ded	6/22/2014	6/22/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	3300061722-141	6/22/2014	6/22/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All operations of the named insured subject to the terms and conditions of the policies.  
As respects General Liability coverage, County of Los Angeles is added as Additional Insured, per GECC 970 (01/11) attached.  
As respects General Liability coverage, a Waiver of Subrogation is hereby included, per GECC 970 (01/11) attached.

### CERTIFICATE HOLDER

All Operations  
County of Los Angeles  
Dept. of Public Works  
PO Box 1460  
Alhambra CA 91802

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael Finn

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# REQUIRED LICENSE





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

**04/30/2016**

[www.cslb.ca.gov](http://www.cslb.ca.gov)

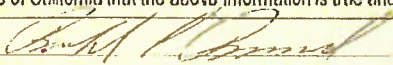


# FORMS LIST





VERIFICATION OF STATEMENT OF QUALIFICATIONS

DATE: April 9, 2015		THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:	
1. This Declaration is given in support of a Proposal for a Contract with The County Of Los Angeles. The Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the Proposal may be rejected at the Director's sole judgment and his/her judgment shall be final.			
2. Name of Service: Graffiti Removal Services (SOQ)			
DECLARANT INFORMATION			
3. Name Of declarant: Ron Bruneck			
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.: (562) 801-9200	
Physical Address (NO P.O. BOX): 9129 Perkins St.		Mobile No.: (714) 719-4419	
e-mail: Ron@4superior.com		Fax No.: (562) 801-9230	
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):			
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: 9129 Perkins St., Pico Rivera, CA 90660		Year Incorporated: 1995
	State of Incorporation: California		
<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/VCEO:		
	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) Ron Bruneck	Title President	Phone (562) 801-9200	Fax (562) 801-9230
Street 9129 Perkins St.	City Pico Rivera	State California	Zip 90660
Name(s) Nancy Hernandez	Title Vice President	Phone (562) 801-9200	Fax (562) 801-9230
Street 9129 Perkins St.	City Pico Rivera	State California	Zip 90660
10. Is your firm wholly or majority owned by, or a subsidiary of another firm? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, name of parent firm: _____ State of Incorporation/registration of parent firm: _____			
11. Has your firm done business under any other name(s) within the last five years? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, please list the other name(s): Name(s): _____ Year of name change: _____ Name(s): _____ Year of name change: _____			
12. Is your firm involved in any pending acquisition or merger? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, indicate the associated company's name: _____			
13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final.			
14. I am making these representations and all representation contained in this proposal based on information that they are true and correct to the best of my information and belief.			
I declare under penalty of perjury under the laws of California that the above information is true and correct			
Signature of Proposer or Authorized Agent: 			Date: 4-9-2015
Type name and title: Ron Bruneck, President			

**SCHEDULE OF PRICES  
FOR  
GRAFFITI REMOVAL SERVICES  
(2016-SQPA002)**

The undersigned Proposer offers to perform the work described in the Statement of Qualifications (RFSQ) for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFSQ. 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	UNIT	UNIT PRICE	ESTIMATED NUMBER OF UNITS	ANNUAL PRICE (Unit Price X Estimated Number of Units)
Graffiti Removal Services (Exhibit A, Scope of Work)	Month	\$ _____	12	\$ _____
<b>TOTAL ANNUAL PROPOSED PRICE =</b>				<b>\$ _____</b>

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 835687	LICENSE TYPE C33 C61/D38
PROPOSER'S ADDRESS: 9129 Perkins St., Pico Rivera, CA 90660		
PHONE (562) 801-9200	FACSIMILE (562) 801-9230	E-MAIL Ron@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: 9129 Perkins St.			
City: Pico Rivera	State: CA	Zip Code: 90660	
Telephone Number: (562) 801-9200			
(Type of Goods or Services): Graffiti Removal 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: Ron Bruneck	Title: President
Signature: 	Date: 4-2-2015

**CONTRACTOR'S INDUSTRIAL SAFETY RECORD**

PROPOSED CONTRACT FOR: Superior Property Services, Inc

SERVICE BY PROPOSER: Graffiti Removal Services

PROPOSAL DATE: 4/9/15

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

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	2009	2010	2011	2012	2013	Total	Current Year to Date
1. Number of contracts.	50	50	50	50	45	245	45
2. Total dollar amount of Contracts (in thousands of dollars).	1.5 Million	1.8 Million	1.8 Million	1.8 Million	1.5 Million	8.4 Million	1.5 Million
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	1	0	0	0	1	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.

Ron Bruneck, President



Signature

Name of Proposer or Authorized Agent (print)

4-2-2015

Date

CONFLICT OF INTEREST CERTIFICATION

I, Ron Bruneck

- 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 the Los Angeles County Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

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

Signed 

Date 4-2-2015

PROPOSER'S REFERENCE LIST

PROPOSER NAME: Superior Property Services, Inc.

PROPOSED CONTRACT FOR: Graffiti Removal Services (SOQ)

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 Removal	SERVICE DATES: 1997~Current
DEPT/ DISTRICT: Public Works	
CONTACT: Arienne DeChellis	
TELEPHONE: (626) 458-4062	
FAX: (626) 979-5445	
E-MAIL: ADECHELLIS@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 Removal	SERVICE DATES: 2011~Current
AGENCY/ FIRM: City of Anaheim	
ADDRESS: 200 S. Anaheim Blvd., Ste. 525 Anaheim, CA 92805	
CONTACT: Sandra Sagert	
TELEPHONE: (714) 765-4413	
FAX: (714) 765-4044	
E-MAIL: ssagert@anaheim.net	

SERVICE: Graffiti Removal	SERVICE DATES: 2008~Current
AGENCY/ FIRM: County of Orange (Floods)	
ADDRESS: 2301 N. Glassell St., Orange 92805	
CONTACT: Forrest DeSpain	
TELEPHONE: (714) 955-0347/ (714) 448-0220 (cell)	
FAX:	
E-MAIL: Forrest.Despain@ocpw.ocgov.com	

SERVICE: Graffiti Removal	SERVICE DATES: 2014~Current
AGENCY/ FIRM: City of Lake Forest	
ADDRESS: 25550 Commercentre Dr., Lake Forest, CA 92630	
CONTACT: Christine Groves	
TELEPHONE: (949) 461-3571	
FAX:	
E-MAIL: cgroves@lakeforestca.gov	

SERVICE: Graffiti Removal	SERVICE DATES: 2014~Current
AGENCY/ FIRM: City of Duarte	
ADDRESS: 1600 Huntington Dr., Duarte, CA 91010	
CONTACT: Troy Wittenbrock	
TELEPHONE: (626) 357-7931	
FAX: (626) 358-0018	
E-MAIL: wittenbrock@accessduarte.com	

PROPOSER'S REFERENCE LIST

PROPOSER NAME: Superior Property Services, Inc.

PROPOSED CONTRACT FOR: Graffiti Removal Services (SOQ)

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:	
TELEPHONE:	
FAX:	
E-MAIL:	

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: Pressure Washing	SERVICE DATES: 2010~Current
AGENCY/ FIRM: City of West Hollywood	
ADDRESS: 8300 Santa Monica Blvd., West Hollywood, CA 90069	
CONTACT: Kevin Trudeau	
TELEPHONE: (323) 848-6339/(323) 333-6698 (Cell)	
FAX: (323) 848-6565	
E-MAIL: ktrudeau@weho.org	

SERVICE: Graffiti Removal	SERVICE DATES: 2010~Current
AGENCY/ FIRM: City of Simi Valley	
ADDRESS: 500 W. Los Angeles Ave., Simi Valley, CA 93065	
CONTACT: John Parris	
TELEPHONE: (805) 583-6459/(805) 587-5442 (Cell)	
FAX: (805) 583-6402	
E-MAIL: jparris@simivalley.org	

SERVICE: Graffiti Removal	SERVICE DATES: 2014~Current
AGENCY/ FIRM: City of West Hollywood	
ADDRESS: 8300 Santa Monica Blvd., West Hollywood, CA 90069	
CONTACT: Scott Smith	
TELEPHONE: (323) 848-6463	
FAX:	
E-MAIL: SSmith@weho.org	


SERVICE: Graffiti Removal	SERVICE DATES: 2008~Current
AGENCY/ FIRM: County of Orange - Facilities	
ADDRESS: 2301 N. Glassell St., Orange, CA 92805	
CONTACT: Christopher Lowen	
TELEPHONE: (714) 667-3281	
FAX:	
E-MAIL: Christopher.Lowen@ocpw.ocgov.com	

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name	Superior Property Services, Inc.
Address	9129 Perkins St., Pico Rivera, CA 90660
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	Ron Bruneck, President	
Signature		Date 4-2-2015



**LIST OF SUBCONTRACTORS**

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

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

Name Under Which Subcontractor Is Licensed	License Number	Address	Specific Description of Subcontract Service

**Note: The use of subcontractors is prohibited for this service**

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

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

FIRM NAME: Superior Property Services, Inc.  
My County (WebVen) Vendor Number: 51739001

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

As Local SBE certified by the County of Los Angeles Internal Services Department, I request this proposal/bid be considered for the Local SBE Preference.  
 Attached is a copy of Local SBE certification issued by the County.

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

Business Structure:  Sole Proprietorship  Partnership  Corporation  Nonprofit  Franchise  
 Other (Please Specify):  
Total Number of Employees (including owners): 35

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		1	2	1	23	5
Asian or Pacific Islander						
American Indian						
Filipino						
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	%	%	%	%	%	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: 7-2-2015



County of Los Angeles  
INTERNAL SERVICES DEPARTMENT

1100 North Eastern Avenue  
Los Angeles, California 90063

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

JIM JONES  
Director

*"To enrich lives through effective and caring service"*

February 04, 2014

LARRY DECRONA  
SUPERIOR PROPERTY SERVICES INC  
9129 PERKINS STREET  
PICO RIVERA, CA 906604512

Vendor #: 51739001

Dear LARRY DECRONA:

Congratulations! Your business is now certified as a Local Small Business Enterprise (LSBE) with the County of Los Angeles effective as of the date of this letter. Your Local SBE certification expiration date is based on your State of California SB certification which expires on December 31, 2015.

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

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

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

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

Sincerely,

JIM JONES  
DIRECTOR

DEBBIE CABREIRA-JOHNSON  
Program Director

JJ:DCJ/ct

GAIN and GROW EMPLOYMENT COMMITMENT

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

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

**Proposers unable to meet this requirement shall not be considered for contract award.**

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.


\_\_\_\_\_ YES (subject to verification by County)       NO

B. Proposer is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

YES      \_\_\_\_\_ NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

\_\_\_\_\_ YES      \_\_\_\_\_ NO       N/A (Program not available)

Signature 	Title President
Firm Name Superior Property Services, Inc	Date 4 - 2 - 2015

## TRANSMITTAL FORM TO REQUEST AN RFSQ SOLICITATION REQUIREMENTS REVIEW

*A Solicitation Requirements Review must be received by the County  
within ten 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 ten 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.)*

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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

9129 Perkins St., Pico Rivera, CA 90660

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.

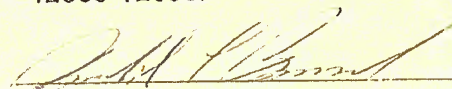
(✓) ( )

OR

YES NO

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

( ) (✓)

  
Signature

4-2-2015  
Date

Ron Bruneck, President

Name and Title (please type or print)

**TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION**


COMPANY NAME: Superior Property Services, Inc.		
COMPANY ADDRESS: 9129 Perkins St.		
CITY: Pico Rivera	STATE: CA	ZIP CODE: 90660

I am not requesting consideration under the County's Transitional Job Opportunities Preference Program.

I hereby certify that I meet all the requirements for this program:

- My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for three years (*attach IRS Determination Letter*);
- I have submitted my three most recent annual tax returns with my application;
- I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants, and any other information requested by the contracting department.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME: Ron Bruneck	TITLE: President
SIGNATURE: 	DATE: 4-2-2015

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

**PROPOSER'S LIST OF TERMINATED CONTRACTS**

Superior Property Services, Inc.

PROPOSER'S NAME: \_\_\_\_\_

Proposer has not had any contracts terminated in the past three years.

Proposer must list all contracts that have been terminated within the past three years. Terminated contracts are those contracts terminated by an agency or firm before the contract's expiration date. If a contract(s) was terminated, please attach an explanation on a separate sheet, whether the termination was at the fault of the Proposer or not. Any and all terminated contracts should be accompanied with an explanation. It should be noted that contracts that naturally expired need not be listed. The County is only seeking information on contracts that were terminated prior to expiration.

SERVICE: Graffiti Removal Services	TERMINATING DATE: August 30, 2012
NAME OF TERMINATING FIRM City of Rialto	
ADDRESS OF FIRM 128 N. Willow Ave. Rialto, CA	
CONTACT PERSON: Mr. Jeremy Hintz Ms. Susanne Wilcox	
TELEPHONE: (909) 208-5453	
FAX:	
E-MAIL: JHintz@rialtopd.com swilcox@rialto.ca.gov	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SIGNATURE: 

DATE: 7-2-2015



In the interest of full disclosure, we have added this terminated reference because it may or it may not fall within the 3 year time period.

I will try to offer a brief explanation as to why the City of Rialto contract was over looked with respect to Form PW-14 and why the contract was terminated. Our dealing with the City of Rialto began well over three years, ago, 2010, and resulted in us billing them for a total sum of \$14,333 over a short 4 month period. This contract represented a small portion of our total portfolio and involved such a very short time frame. Our staff responsible for completing the Forms for the Los Angeles County Proposal may not have thought to include The City of Rialto. In Addition the person most involved with overseeing the City of Rialto contract, Larry DeCrona was now retired.

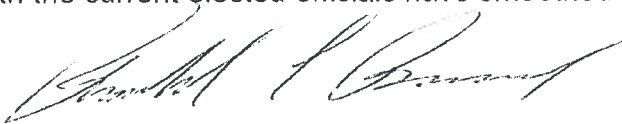
Our dealings with the City of Rialto were probably destined to fail from the beginning. The City had a huge defect which resulted in major cutbacks and personnel changes. We dealt with several different people prior to being awarded a contract, all of whom had a different concept of the services being requested or required. Some felt the previous contractor was over billing at approximately \$16,000 per month and not doing much work and some, including Public Works, were very happy with their existing contractor. I think Superior just got caught in the middle of some very unhappy people. From the time we were contacted by the City in 2010 and entering into a contract with them in May of 2012 everything had changed.

In June 2012 Larry DeCrona attended a very contentious meeting with several of the City officials which resulted in a City councilman getting very angry with Mr DeCrona and his casual attire for their afternoon meeting. After that meeting Mr. DeCrona did receive an apology. However it was clear it was going to be very unpleasant working for these people and we advised them we would prefer to end our business relationship with them. After that meeting we began receiving several complaints and unusual requests which ultimately resulted in receiving a 30 day notice to terminate the contract. Since we were more than happy to be released from our obligation under this contract we made no effort to dispute any of their claims or point out how much money we had saved them; the amount of graffiti we had removed or the number of compliments we had received form citizens. We made every effort to end the relationship on a positive note and committed additional equipment, labor and resources to the contract right up to the last day.

We do not believe our dealings with the City of Rialto should negatively impact any evaluation of Superiors ability to provide the highest level of Services. In the 15+ years Superior has been in business we have never found the necessity or been requested to terminate a contract. The City of Rialto is one of those rare occasions where you know

  
65

it is in everyone's best interest to end the relationship and move on. It is my understanding the new City of Rialto Administrator has done an excellent job and along with the current elected officials have smoothed out the problems in the City.



4-2-2015

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: Superior Property Services, Inc.

- Proposer and/or principals are not currently involved in any pending litigation; are not aware of any threatened litigation where they would be a party; and have not had any judgments entered against them within the last five years as of the date of proposal submission.

Proposer and/or principals of the Proposer must list below (use additional pages if necessary) all pending litigation, threatened litigation, and/or any judgments entered against them within the last five years as of the date of proposal submission.

A.  Pending Litigation       Threatened Litigation       Judgment (check one)

- 1. Against  Proposer;  Principal;  Both (check as appropriate)
- 2. Name of Litigation/Judgment: \_\_\_\_\_
- 3. Case Number: \_\_\_\_\_
- 4. Court of Jurisdiction: \_\_\_\_\_
- 5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

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B.  Pending Litigation       Threatened Litigation       Judgment (check one)

- 1. Against  Proposer;  Principal;  Both (check as appropriate)
- 2. Name of Litigation/Judgment: \_\_\_\_\_
- 3. Case Number: \_\_\_\_\_
- 4. Court of Jurisdiction: \_\_\_\_\_
- 5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

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Signature of Proposer:  Date: 4-7-2015

GRAFFITI REMOVAL SERVICES (2015-SQPA002)

PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION

Superior Property Services, Inc.

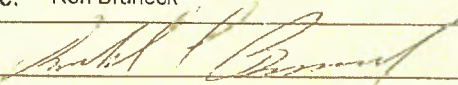
Proposer's Name

9129 Perkins St., Pico Rivera, CA 90660

Address

If awarded the contract: Proposer will comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Statement of Qualifications, and Proposer will procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5 throughout the entire term of the proposed contract, without interruption or break in coverage.

Proposer will not comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Statement of Qualifications, and Proposer will not procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5 throughout the entire term of the proposed contract, without interruption or break in coverage. If you check this box, your proposal will be immediately disqualified as nonresponsive.

Print Name: Ron Bruneck	Title: President
Signature: 	Date: 4-2-2015

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

The Proposer certifies that:

It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code, Chapter 2.206; **AND**

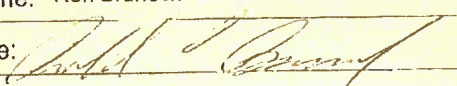
To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code, Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

-OR-

I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code, Section 2.206.060, for the following reason:

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name: Ron Bruneck	Title: President
Signature: 	Date: 4-2-2015

**REQUEST FOR DVBE PREFERENCE PROGRAM CONSIDERATION FORM**

**INSTRUCTIONS:** All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

In evaluating bids/proposals, the County will give preference to businesses that are certified by the State of California as a Disabled Veteran Business Enterprise (DVBE) or by the Department of Veterans as a Service Disabled Veteran Owned Small Business (SDVOSB) consistent with Chapter 2.211 of the Los Angeles County Code.


Vendor understands that in no instance shall the disabled veteran business enterprise preference program price or scoring preference be combined with any other County preference program to exceed eight percent (8%) in response to any County solicitation.

Information about the State's Disabled Veteran Business Enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.pd.dgs.ca.gov>.

Information on the Veteran Affairs Disabled Business Enterprise certification regulations made be found in the Code of Federal Regulations, 38CFR 74 and is also available on the Veterans Affairs Website at: <http://www.vetbiz.gov>.

- I AM NOT** a Disabled Veteran Business Enterprise certified by the State of California or a Service Disabled Veteran Owned Small Business with the Department of Veteran Affairs.
- I AM** certified as a Disabled Veteran Enterprise with the State of California or a Service Disabled Veteran Owned Small Business with the Department of Veteran Affairs as of the date of this proposal/bid submission and I request this proposal be considered for the DVBE Preference.

**DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.**

Name of Firm: Superior Property Services, Inc.	County Webven No. 51739001
Print Authorized Name: Ron Bruneck	Title: President
Authorized Signature: 	Date: 4-2-2015

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

GRAFFITI REMOVAL SERVICES (2015-SQPA002)

PROPOSER'S COMPLIANCE WITH MINIMUM REQUIREMENTS OF THE RFSQ

PROPOSER MUST CHECK A BOX IN EACH SECTION

Important Note: The information on this form is subject to verification and will not be used for scoring purposes.

Completing this form by itself without including detailed narrative in your Statement of Qualifications (SOQ) to support the minimum mandatory requirement of this RFSQ, any inconsistencies or inaccuracy in the information provided in this form, or this form and your SOQ, may subject your SOQ to disqualification or other actions at the sole discretion of the County.

At the time of statement of qualification submission, Proposer must meet the following minimum requirements:

1. Proposer or its managing employee must have a minimum of three years of experience performing graffiti abatement services.

- Yes. Please complete the chart below. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your statement of qualification to validate this minimum mandatory requirement for scoring of your proposal in this category).

Proposer's Name	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience	Page Number*
Superior Property Services, Inc.	09/1996 to 04/01/2015	Graffiti abatement services with Los Angeles County and numerous other cities, counties and private property owners	pg. 1

\*List the page number in the statement of qualification containing the proposer's experience

- No. Proposer does not meet the experience requirement stated above. By checking this box, the statement of qualification will be immediately disqualified as nonresponsive.

Note: Proposer has to complete Section 1.2 of this form if the Minimum Mandatory Requirements, No. 1, of this RFSQ is being met by its managing employee.

**GRAFFITI REMOVAL SERVICES (2015-SQPA002)**

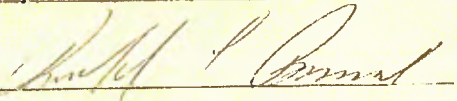
1.2. Proposer's Managing Employee must have a minimum of three years of experience performing graffiti abatement services.

Proposer's Managing Employee's Name	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience	Page Number*
Ron Bruneck	09/1996 to	As Superiors' officer/director I have been responsible for overseeing all of the company's Graffiti Abatement contracts	Pg. 3
	04/01/2015		

\*List the page number in the proposal containing the proposer's managing employee's experience.

No. Proposer's managing employee does not meet the experience requirement stated above. By check this box, Statement of Qualifications will be immediately disqualified as nonresponsive.

Proposer declares under penalty of perjury that the information stated above is true and accurate. Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected at the sole discretion of the County.

Proposer's Name: Superior Property Services, Inc.	
Authorized representative Name: Ron Bruneck	
Signature: 	Date: 4-2-2015



## LOS ANGELES COUNTY CODE

## Title 2 ADMINISTRATION

## Chapter 2.201 Living Wage Program

2.201.010 Findings.

The Board of Supervisors finds that the County of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the County of Los Angeles. (Ord. 2007-0011 § 1, 2007; Ord. 99-0048 § 1 (part), 1999.)

2.201.20 Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

- A. "County" includes the County of Los Angeles, any County officer or body, any County department head, and any County employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full-time services to an employer, some or all of which are provided to the County of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a County of Los Angeles owned or leased facility.
- C. "Employer" means:
1. An individual or entity who has a contract with the county:
    - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the County of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or
    - b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and
    - c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12-month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
  2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the County.
- D. "Full-time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer, but in no event less than 35 hours worked per week.

- E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et. seq. of this code, entitled Contracting with Private Business. (Ord. 2007-0011 §2, 2007: Ord. 99-0048 § 1 (part), 1999.)

**2.201.30 Prospective effect.**

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.\* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable.

**2.201.040 Payment of living wage.**

- A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$9.64 per hour with health benefits, or \$11.84 per hour without health benefits.
- B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$2.20 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the County Department of Health Services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.
- C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section above for future contracts. Any adjustments to the living wage rate specified in subsection A and B that are adopted by the board of supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate.

**2.201.050 Other provisions.**

- A. Full-Time Employees. An employer shall assign and use full-time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the County the necessity to use non-full time employees based on staffing efficiency or the County requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The Chief Executive Officer and the Internal Services Department shall be responsible for the administration of this chapter. The Chief Executive Officer and the Internal Services Department may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The Chief Executive Officer in conjunction with the Internal Services Department shall issue written instructions on the

implementation and on-going administration of this Chapter. Such instructions may provide for the delegation of functions to other County departments.

- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the Chief Executive Officer in conjunction with the Internal Services Department. The Internal Services Department in conjunction with the Chief Executive Officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.
- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ordinance No. 99-0048 ' 1 (part), 1999.)

**2.201.60      Employer retaliation prohibited.**

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county Chief Executive Officer, or to the County Auditor/Controller, or to the County department administering the Proposition A contract or cafeteria services contract. (Ordinance No. 99-0048 ' 1 (part), 1999.)

**2.201.70      Employee retention rights.**

In the event that any Proposition A contract or cafeteria service contract is terminated by the County prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer:
1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the Federal Fair Labor Standards Act;
  2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
  3. Who is or will be terminated from his or her employment as a result of the County entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
1. Has been convicted of a crime related to the job or his or her job performance; or
  2. Fails to meet any other County requirement for employees of a contractor.

- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ordinance No. 99-0048 ' 1 (part), 1999.)

**2.201.80      Enforcement and Remedies.**

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the State of California for damages caused by an employer's violation of this chapter.
- B. The County department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the Chief Executive Officer:
1. Assess liquidated damages as provided in the contract; and/or
  2. Recommend to the Board of Supervisors the termination of the contract; and/or
  3. Recommend to the Board of Supervisors that an Employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code.

**2.201.090      Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.
- D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:
1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
  2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
  3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
  4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time

and part-time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ordinance No. 99-0055 ' 1, 1999; Ordinance No. 99-0048 ' 1 (part), 1999.)

**2.201.100 Severability.** If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ordinance No. 99-0048 ' 1 (part), 1999.)

\*Editor's note: Ordinance 99-0048, which enacted Chapter 2.201, is effective on July 22, 1999.

**COUNTY OF LOS ANGELES LIVING WAGE PROGRAM**  
**APPLICATION FOR EXEMPTION**

The contract to be awarded pursuant to the RFSQ 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):

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) 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 I.W-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 Statement of Qualifications (RFSQ) 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 RFSQ, 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: 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:

4 - 2 - 2015

PLEASE PRINT NAME:

Ron Bruneck

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 RFSQ describing the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code, Section 2.202.010 through 2.202.060), and understand that the Firm is subject to its terms.

LABOR LAW/PAYROLL VIOLATIONS:

A "Labor Law/Payroll Violation" includes violations of any Federal, State, or local statute, regulation, or ordinance pertaining to wages, hours, or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

History of Alleged Labor Law/Payroll Violations (Check One):

- The Firm HAS NOT been named in a complaint, claim, investigation, or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal; OR
- The Firm HAS been named in a complaint, claim, investigation, or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)


History of Determinations of Labor Law/Payroll Violations (Check One):

- There HAS BEEN NO determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; OR
- There HAS BEEN a determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor/Payroll Violation. I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

HISTORY OF DEBARMENT (Check one):

- The Firm HAS NOT been debarred by any public entity during the past ten years; OR
- The Firm HAS been debarred by a public entity within the past ten years. Provide the pertinent information (including each public entity's name and address, dates of disbarment, and nature of each debarment) on the attached Labor/Payroll/Debarment History form.

I declare under penalty of perjury under the laws of the State of California that the above is true, complete and correct.

  
Owner's/Agent's Authorized Signature

Ron Bruneck, President  
Print Name and Title

Superior Property Services, Inc.  
Print Name of Firm

4-2-2015  
Date

**COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM  
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- A debarment by a public entity listed below within the past ten years.

Print Name of Firm:	Print Name of Owner:
Print Address of Firm:	Owner's/AGENT's Authorized Signature:
City, State, Zip Code	Print Name and Title:

<b>Public Entity Name</b>	
<b>Public Entity Address:</b>	<b>Street Address:</b>
	<b>City, State, Zip:</b>
<b>Case Number/Date Claim Opened:</b>	<b>Case Number:</b>
	<b>Date Claim Opened:</b>
<b>Name and Address of Claimant:</b>	<b>Name:</b>
	<b>Street Address:</b>
	<b>City, State, Zip:</b>
<b>Description of Work: (e.g., Janitorial)</b>	
<b>Description of Allegation and/or Violation:</b>	
<b>Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)</b>	

Additional Pages are attached for a total of \_\_\_\_\_ pages.

**GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS**

<b>COUNTY DETERMINATION</b>  Proposer Name: _____  Contracting Department: _____  Department Contact Person: _____  Phone: _____	<b>RANGE OF DEDUCTION</b> _____ (Deduction is taken from the maximum evaluation points available)	
	Proposer Fully Disclosed	Proposer <i>Did Not</i> Fully Disclose
<b>MAJOR</b> County determination, based on the Evaluation Criteria, that proposer has a record of very serious violations.*	8 - 10% Consider investigating a finding of proposer non-responsibility**	16 - 20% Consider investigating a finding of proposer non-responsibility**
<b>SIGNIFICANT</b> County determination, based on the Evaluation Criteria, that proposer has a record of significant violations.*	4 - 7%	8 - 14% Consider investigating a finding of proposer non-responsibility**
<b>MINOR</b> County determination, based on the Evaluation Criteria, that proposer has a record of relatively minor violations.*	2 - 3%	4 - 6%
<b>INSIGNIFICANT</b> County determination, based on the Evaluation Criteria, that proposer has a record of very minimal violations.*	0 - 1%	1 - 2%
<b>NONE</b> County determination, based on the Evaluation Criteria, that proposer does not have a record of violations.*	0	N/A

**Assessment Criteria**

\* A 'Labor Law/Payroll Violation' includes violations of any Federal, State, or local statute, regulation or ordinance pertaining to wages, hours, working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination. The County may deduct points from a proposer's final evaluation score only for Labor Law/Payroll Violations with disposition by a public entity within the past three years of the date of the proposal.

The assessment and determination of whether a violation is major, significant, minor, or insignificant and the assignment of a percentage deduction shall include, but not be limited to, consideration of the following criteria and variables:

- Accuracy in self-reporting by proposer
- Health and/or safety impact
- Number of occurrences
- Identified patterns in occurrences
- Dollar amount of lost/delayed wages
- Assessment of any fines and/or penalties by public entities
- Proportion to the volume and extent of services provided, e.g., number of contracts, number of employees, number of locations, etc.

\*\* County Code Title 2, Chapter 2.202.030 sets forth criteria for making a finding of contractor non-responsibility which are not limited to the above situations.

**REQUESTED INFORMATION ON THE  
PROPOSER'S MEDICAL PLAN COVERAGE**

Proposer: Superior Property Services, Inc.

Name of Proposer's Health Plan: Transchoice Advantage Date: 4/9/15

(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	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Employee + 1 dependent	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Employee + 2 dependents	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Employee + 3 dependents	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Proposer's portion of above health premium payment			
Employee only	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Employee + 1 dependent	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Employee + 2 dependents	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Employee + 3 dependents	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Any Annual Deductible?			
Per Person	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Per Family	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Any Annual Maximum Employee Out-of-Pocket Expense?			
Per Person	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Per Family	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Any Lifetime Maximum?			
Per Person	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Per Family	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Ambulance coverage	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Doctor's Office Visits	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Emergency Care	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Home Health Care	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Hospice Care	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Hospital Care	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Immunizations	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Maternity	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Mental Health	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Mental Health In-Patient Coverage	<input checked="" type="radio"/> Y <input type="radio"/> 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 0 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 6 DAYS.

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**WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS  
GRAFFITI REMOVAL SERVICES (2015-SQPA002)**

INSTRUCTIONS	
<p>The contractor selected through this RFSQ process will be required to comply with State and Federal labor regulations and record keeping requirements. The objective of this questionnaire is to determine the appropriateness, scope, and suitability of the procedures the Proposer uses and the internal controls in place to ensure compliance with State and Federal labor regulations and record keeping requirements. In order to appropriately evaluate this area (Part I, Section 4.D, Evaluation Criteria), it is critical that the Proposer submit a detailed description of the processes and the steps associated with those processes.</p> <p>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.</p> <p style="text-align: center;"><b>ADDITIONAL PAGES MAY BE ATTACHED OR RESPONSES CAN BE PROVIDED IN A SEPARATE DOCUMENT. IDENTIFY EACH RESPONSE BY THE CORRESPONDING QUESTION NUMBER.</b></p>	
QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p><b>1. TRACKING HOURS WORKED</b></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>Biometric time clocks as well as GPS tracking system in each vehicle to verify breaks/lunch times</p> <p>Central warehouse with travel to work site</p> <p>Shift starts upon arrival to the central warehouse</p>

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QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p><b>2. REPORTING TIME</b> 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>Biometric time clocks and onsite supervisor verify arrival and departure times, as well as GPS tracking system reports from each vehicle</p>
<p><b>3. RECORDS OF ACTUAL TIME WORKED</b></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>Time sheets from biometric time clock, plus GPS tracking system reports</p> <p>Same as above</p> <p>Records and created and maintained daily</p> <p>Employee</p> <p>Supervisor and payroll department checks records for accuracy and completeness, they are also verified and compared to GPS reports</p> <p>Records and maintained and filed for 7 years</p> <p>Yes</p>

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Department: All Departments  Inc Sub Employee:

View Superior  Sunday 5/11/2014 to Sunday 5/25/2014

Date	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
5/23/2014	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
In	14:04	05:58	05:58	05:58	06:12	05:58			05:58	05:57	05:57	05:56	05:57		
Out	14:07	14:07	14:07	14:04	14:02	13:33			14:02	14:00	14:01	14:06			
Punch Errors	9														

Total Hours	Regular Hours	Department	Supervisor	Director	Accumulated Hours	Regular Hours	Total Hours	Hours Pay	Total Pay
0.00	0.00	Superior Property Services, Inc.			0.00	0.00	0.00	\$0.00	\$0.00
8.15	8.10				8.07	8.07	8.07	\$8.17	\$8.17
8.15	8.10				8.07	8.07	8.07	\$8.17	\$8.17
8.15	8.10				8.07	8.07	8.07	\$8.17	\$8.17

Pay Period: 5/11/2014 - 5/25/2014

Worked Hours	64.02
Total Hours	64.02
Regular Hours	64.02
Total Hours	64.02
Hours Pay	\$0.00
Total Pay	\$0.00

Verification:  Supervisor  Director

I certify that the above time card is correct.

Department & Premium Hours Recalculate Employee

Time Started	Time Ended	Distance	Max Speed	Driving Duration	Idling Duration	Stop Duration
Jul 16, 2014 9:50:04 AM	Jul 16, 2014 10:05:10 AM	2.7	29	15m	0m	13m
Jul 16, 2014 10:19:06 AM	Jul 16, 2014 10:24:00 AM	1.2	35	4m	0m	7m
Jul 16, 2014 10:31:54 AM	Jul 16, 2014 10:36:16 AM	1.1	38	4m	0m	23m
Jul 16, 2014 10:59:23 AM	Jul 16, 2014 11:04:12 AM	0.5	25	4m	0m	21m
Jul 16, 2014 11:25:46 AM	Jul 16, 2014 11:47:00 AM	3.1	41	21m	6m	6m
Jul 16, 2014 11:53:09 AM	Jul 16, 2014 12:06:34 PM	2.7	40	13m	0m	1m
Jul 16, 2014 12:08:20 PM	Jul 16, 2014 12:11:00 PM	0.2	15	2m	0m	8m
Jul 16, 2014 12:19:42 PM	Jul 16, 2014 12:40:25 PM	3.2	27	20m	0m	9m
Jul 16, 2014 12:49:47 PM	Jul 16, 2014 1:04:40 PM	1.8	24	14m	0m	19m
Jul 16, 2014 1:23:56 PM	Jul 16, 2014 1:51:32 PM	7.0	40	27m	0m	16m, 15m
Jul 17, 2014 6:07:06 AM	Jul 17, 2014 6:27:20 AM	8.1	64	20m	0m	10m
Jul 17, 2014 6:37:51 AM	Jul 17, 2014 7:02:10 AM	5.1	38	24m	0m	9m
Jul 17, 2014 7:12:05 AM	Jul 17, 2014 7:34:43 AM	1.0	26	22m	7m	7m
Jul 17, 2014 7:42:21 AM	Jul 17, 2014 7:46:55 AM	1.0	38	4m	0m	13m
Jul 17, 2014 8:00:28 AM	Jul 17, 2014 8:13:34 AM	1.8	41	13m	3m	3m
Jul 17, 2014 8:17:08 AM	Jul 17, 2014 8:19:50 AM	0.9	32	2m	3m	3m
Jul 17, 2014 8:23:26 AM	Jul 17, 2014 8:26:32 AM	0.9	32	3m	2m	2m
Jul 17, 2014 8:29:30 AM	Jul 17, 2014 8:32:26 AM	0.7	33	2m	0m	4m
Jul 17, 2014 8:37:09 AM	Jul 17, 2014 8:40:14 AM	0.5	27	3m	0m	14m
Jul 17, 2014 8:55:08 AM	Jul 17, 2014 9:08:15 AM	4.3	38	13m	0m	2m
Jul 17, 2014 9:10:55 AM	Jul 17, 2014 9:15:49 AM	1.0	29	4m	0m	2m
Jul 17, 2014 9:17:55 AM	Jul 17, 2014 9:35:13 AM	3.4	32	17m	0m	4m
Jul 17, 2014 9:39:22 AM	Jul 17, 2014 9:48:33 AM	2.8	37	9m	0m	8m

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?

NONE

Supervisor and Office Manager

yes.

Supervisor and payroll department checks for accuracy and completeness, they are also verified and compared to GPS reports

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 breaks into GPS cell phone, which can be verified in real time.

yes, we maintain GPS reports

Supervisor and office manager

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

QUESTION

5. 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).

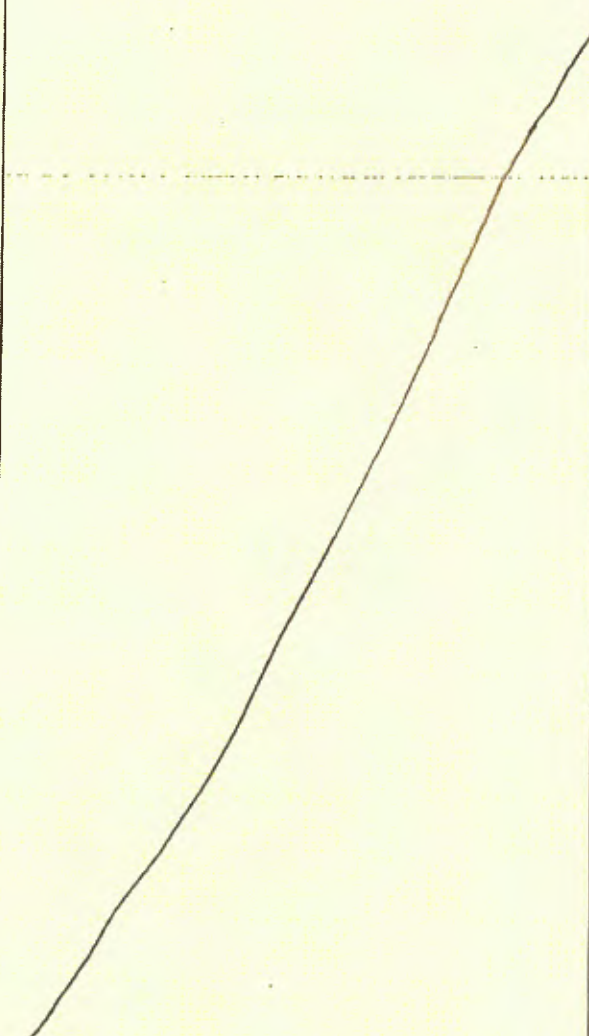
Office manager enters payroll information from time sheets into our Quickbooks Payroll System. Quickbooks prepares payroll checks and automatically adjusted.

Employees are issued a payroll check prepared by Quickbooks Payroll Service. We then print out the checks in our office

Single checks are made for all sums owed to employee

Sample attached. All items listed



QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p><b>7. MANUAL PAYROLL SYSTEM</b></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>We manually enter the hours worked to a Quickbooks program to generate payroll checks. After reviewing payroll sheets from biometric time clock, office manager and supervisor sign off and hours are entered to create paycheck.</p> <p>If employee has multiple rates, different rates are entered and hours worked are entered on the specific rate.</p>
<p><b>8. AUTOMATED PAYROLL SYSTEM:</b></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>	

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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 the employee starts the shift

Travel time is paid at base rate or overtime rate, if applicable

3 hours plus travel to the next location area paid at the LW rate. Shift starts at the next location and time back to the 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?

overtime is any hours over 8 hours per day or 40 hours per week

overtime is prorated based on the specific hours for each wage rate

Print Name: Ron Bruneck, President

Company: Superior Property Services, Inc

Signature: 

Date: 4-7-2015

**County of Los Angeles  
District 2 - West**

Graffiti Removal Services

**Proposal**  
2018-PA022

April 3, 2018



**SUPERIOR**

**Superior Property Services, Inc.  
Superior Graffiti Solutions**

9129 Perkins St.  
Pico Rivera, CA 90660  
(562) 801-9200  
FAX (562) 801-9230  
(800) 741-2532  
Website: [www.4superior.com](http://www.4superior.com)





**Superior Property Services, Inc**  
Superior Graffiti Services  
Superior Graffiti Solutions

April 3, 2018

County of Los Angeles  
Department of Public Works  
Attn.: Mr. Mark Estrella, Director of Public Works  
900 S. Fremont Ave.  
Alhambra, CA 91803-1331

RE: Graffiti Removal Services District 2 – West (2018-PA022)

Dear Mr. Estrella,

Superior is pleased to submit the enclosed proposal to the County of Los Angeles for “Graffiti Removal Services District 2 – West (2018-PA022).”

We have reviewed the information provided and are confident Superior can meet all the requirements as outlined in your RFP

The following are the individuals authorized to make representations with respect to this proposal:

Ron Bruneck, President  
9129 Perkins St.  
Pico Rivera, CA 90660  
[Ron@4superior.com](mailto:Ron@4superior.com)

Nancy Hernandez, Vice President  
9129 Perkins St.  
Pico Rivera, CA 90660  
[Nancy@4superior.com](mailto:Nancy@4superior.com)

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 (562) 801-9200 should you or your staff has any questions.

Respectfully,

Superior Property Services, Inc.

Ron Bruneck  
President

Legal Name	Registration Number	County	City	License Type/Number(s)	Current Status	Registration Date	Expiration Date
SUPERIOR PROPERTY SERVICES, INC	1600015205	LOS ANGELES	PICO RIVERA	CSLB 535687	Active	05/11/2017	05/30/2018



CONTRACTORS  
STATE LICENSE BOARD  
ACTIVE LICENSE



License Number **835687** Entity **CORP**  
Business Name **SUPERIOR PROPERTY SERVICES  
INC**

Classification **C33 C61/D38**

Expiration Date **04/30/2018**

[www.cslb.ca.gov](http://www.cslb.ca.gov)





LOS ANGELES COUNTY  
**CONSUMER &  
BUSINESS AFFAIRS**

Brian J. Stiger  
Director

Los Angeles County  
Board of Supervisors

Hilda L. Solis  
Mark Ridley-Thomas  
Sheila Kuehl  
Janice Hahn  
Kathryn Barger

January 30, 2018

SUPERIOR PROPERTY SERVICES INC  
9129 Perkins St.  
Pico Rivera, CA 90660

Vendor #: 517390

Certification Record #: 8913

**CERTIFICATION LETTER FOR NON-FEDERALLY FUNDED COUNTY SOLICITATIONS**

Dear SUPERIOR PROPERTY SERVICES INC:

Congratulations! Your business is now certified as a Local Small Business Enterprise (LSBE) with the County of Los Angeles effective as of the date of this letter. Your LSBE certification expiration date is based on your State of California Department of General Services' (DGS) small business certification. Your certification expires on January 31, 2020.

Your business is eligible for LSBE preference consideration in those County of Los Angeles solicitations which include the "Request for Preference Consideration" form. You must complete the form and provide your Vendor Number in your bid/proposal along with a copy of this approval letter for each response to receive the preference.

Additionally, the Board of Supervisors established a "Countywide Small Business Payment Liaison and Prompt Pay Program". As a certified LSBE, your company is now eligible for a 15-day prompt payment. Please call the Small Business Services office at 855-230-6430 or send an email to [cbesbe@dcba.lacounty.gov](mailto:cbesbe@dcba.lacounty.gov) to request your free Prompt Payment Stamp and instructions.

The County of Los Angeles Department of Consumer and Business Affairs reserves the right to request additional information and/or conduct an on-site visit to verify your company's eligibility for the program. Please contact our office immediately if your business experiences any changes that could affect eligibility during the certification period.

Again, congratulations on your certification. If you have any questions about our LSBE Program, please call us at 323-881-3964, visit our website at <http://dcba.lacounty.gov> or email us at [cbesbe@dcba.lacounty.gov](mailto:cbesbe@dcba.lacounty.gov).

Sincerely,

BRIAN J. STIGER  
DIRECTOR

SABRA PURIFOY  
Acting Deputy Director  
BJS:SP



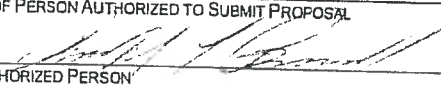
500 W. Temple St., Room B-96 • Los Angeles, CA 90012-2706 • toll-free 800.593.8222 • phone 213.974.1452 • fax 213.687.1137

[dcba.lacounty.gov](http://dcba.lacounty.gov)

**SCHEDULE OF PRICES  
FOR  
GRAFFITI REMOVAL SERVICES DISTRICT 2 - WEST (2018-PA022)**

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. 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	UNIT	UNIT PRICE	ESTIMATED NUMBER OF UNITS	ANNUAL PRICE (Unit Price X Estimated Number of Units)
Graffiti Removal Services (Exhibit A, Scope of Work)	Month	\$ 16,437.91	12	\$ 197,254.92
<b>TOTAL ANNUAL PROPOSED PRICE = \$ 197,254.92</b>				

LEGAL NAME OF PROPOSER Superior Property Services, Inc.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON President		
DATE March 16, 2018	STATE CONTRACTOR'S LICENSE NUMBER 835687	LICENSE TYPE C33, C61/D38
PROPOSER'S ADDRESS:  9129 Perkins St., Pico Rivera, CA 90660		
PHONE (562) 801-9200	FACSIMILE (562) 801-9230	E-MAIL Ron@4superior.com

SCHEDULE OF PRICES  
FOR  
GRAFFITI REMOVAL SERVICES DISTRICT 2 - WEST (2018-PA022)

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**SCHEDULE OF PRICES  
FOR  
GRAFFITI REMOVAL SERVICES DISTRICT 2 - WEST (2018-PA022)**

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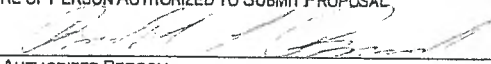
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**SCHEDULE OF PRICES  
FOR  
GRAFFITI REMOVAL SERVICES DISTRICT 2 - WEST (2018-PA022)**

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PHONE (562) 801-9200	FACSIMILE (562) 801-9230	E-MAIL Ron@4superior.com



## SUMMARY SHEET OF SCHEDULE OF PRICES

FOR

## GRAFFITI REMOVAL SERVICES DISTRICT 2 - WEST (2018-PA022)

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. 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.

NOTE: Bidder must provide pricing for ALL contract terms including the 4th term. Any submitted bid that does not include pricing for all terms may be rejected at the sole discretion of the County.

It is the responsibility of the Bidder to calculate the Proposal price to take into consideration a possible escalation of wages, materials, and other costs during the Contract period. The Board, County, Public Works, District(s), or Director make no representations regarding future costs or the rate of wages that may become necessary to pay employees of the Contractor for the work performed during the Contract period.

ITEM	TERMS	ANNUAL PRICE
1	GRAFFITI REMOVAL SERVICES DISTRICT 2 - WEST (Initial Term)	\$ 197,254.92
2	GRAFFITI REMOVAL SERVICES DISTRICT 2 - WEST (Option Year 1)	\$ 197,254.92
3	GRAFFITI REMOVAL SERVICES DISTRICT 2 - WEST (Option Year 2)	\$ 197,254.92
4	GRAFFITI REMOVAL SERVICES DISTRICT 2 - WEST (Option Year 3)	\$ 197,254.92
<b>TOTAL PRICE FOR YEARS 1 THROUGH 4</b>		\$ 789,019.68
<b>AVERAGE TOTAL PRICE FOR YEARS 1 THROUGH 4 (TOTAL PRICE FOR YEARS 1 THROUGH 4 ÷ 4 YEARS)</b>		\$ 197,254.92

LEGAL NAME OF PROPOSER Superior Property Services, Inc.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON President		
DATE March 16, 2018	STATE CONTRACTOR'S LICENSE NUMBER (IF APPLICABLE) 835687	LICENSE TYPE (IF APPLICABLE) C33, C61/D38
PROPOSER'S ADDRESS: 9129 Perkins St., Pico Rivera, CA 90660		
PHONE (562) 801-9200	FACSIMILE (562) 801-9230	E-MAIL Ron@4superior.com

**FORM PW-9.1 (SUPPLEMENTAL)**

**County of Los Angeles  
Request for County's Preference Program Consideration and  
CBE Firm/Organization Information Form**

**I. INSTRUCTIONS:** Businesses requesting preference consideration must complete and return this form for proper consideration of the proposal. Businesses may request consideration for one or more preference programs. Check all certifications that apply.\*

**I MEET ALL OF THE REQUIREMENTS AND REQUEST THIS PROPOSAL BE CONSIDERED FOR THE PREFERENCE PROGRAM(S) SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER ISSUED BY THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED.**

**Request for Local Small Business Enterprise (LSBE) Program Preference**

- Certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one (1) year; **or**
- Certified as a LSBE with other certifying agencies under DCBA's inclusion policy that has its principal place of business located in Los Angeles County and has revenues and employee sizes that meet the State's Department of General Services requirements; **and**
- Certified as a LSBE by the DCBA.

**Request for Social Enterprise (SE) Program Preference**

- A business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; **and**
- Certified as a SE business by the DCBA.


**Request for Disabled Veterans Business Enterprise (DVBE) Program Preference**

- Certified by the State of California, **or**
- Certified by U.S. Department of Veterans Affairs as a DVBE; **or**
- Certified as a DVBE with other certifying agencies under DCBA's inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned small business by the Veterans Administration; **and**
- Certified as a DVBE by the DCBA.

**\*BUSINESS UNDERSTANDS THAT ONLY ONE OF THE ABOVE PREFERENCES WILL APPLY. IN NO INSTANCE SHALL ANY OF THE ABOVE LISTED PREFERENCE PROGRAMS PRICE OR SCORING PREFERENCE BE COMBINED WITH ANY OTHER COUNTY PROGRAM TO EXCEED FIFTEEN PERCENT (15%) IN RESPONSE TO ANY COUNTY SOLICITATION.**

**DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.**

**DCBA certification is attached.**

Name of Firm Superior Property Services, Inc.		County Webven No. 517390	
Print Name: Ron Bruneck		Title: President	
Signature: 		Date: March 16, 2018	
<b>Reviewer's Signature</b>	<b>Approved</b>	<b>Disapproved</b>	<b>Date</b>

**FORM PW-9.1 (SUPPLEMENTAL)**

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: 517390

II. **FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation, or disability.

Business Structure:						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise		
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners): 35						
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	29	2
Asian or Pacific Islander						
American Indian						
Filipino						
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	%	%	%	%	%	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. Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

**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: March 16, 2018
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GAIN and GROW EMPLOYMENT COMMITMENT

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov) and [BSERVICES@wdacs.lacounty.gov](mailto:BSERVICES@wdacs.lacounty.gov).


**Proposers unable to meet this requirement shall not be considered for contract award.**

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.  
 YES (subject to verification by County)       NO

B. Proposer is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.  
 YES       NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its ~~employee~~ mentoring program, if available.  
 YES       NO       N/A (Program not available)

Signature 	Title President
Firm Name Superior Property Services, Inc.	Date March 16, 2018

## ZERO TOLERANCE HUMAN TRAFFICKING POLICY CERTIFICATION


Company Name: Superior Property Services, Inc.		
Company Address: 9129 Perkins St.		
City: Pico Rivera	State: CA	Zip Code: 90660
Telephone Number: (562) 801-9200	Email Address: Ron@4superior.com	
Solicitation/Contract for <u>Graffiti Removal Services Distrcit 2 - West (2018-PA022)</u> Services		

## PROPOSER CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Proposer acknowledges and certifies compliance with Exhibit B, Section 1.00, Compliance with County's Zero Tolerance Human Trafficking Policy, of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's Zero Tolerance Human Trafficking Policy may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

**I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.**

Print Name: Ron Bruneck	Title President
Signature: 	Date: March 16, 2018

**BIDDER'S COMPLIANCE WITH THE MINIMUM MANDATORY  
REQUIREMENTS OF THE IFB  
GRAFFITI REMOVAL SERVICES DISTRICT 2 - WEST (2018-PA022)**

**BIDDER MUST CHECK A BOX IN EACH SECTION**

Important Note: The information on this form is subject to verification.

At the time of Bids Submission, Bidder must meet the following minimum mandatory requirements:

1. Bidder must hold a valid and active C-33 State of California-issued Contractor's License.

Yes. Bidder possess a valid and active C-33 State of California-issued Contractor's License.

License No.	Name of the License Holder	Valid Dates	Page Number(s)*
835687	Superior Property Services, Inc.	04/30/2017 ~ 04/30/2018	3

\*List the page number in the bid containing a copy of the license.

No. Bidder **does not** possess a valid and active C-33 State of California-issued Contractor's License. **By checking this box, the Bid Submission will be immediately disqualified as nonresponsive.**

2. Bidder or its managing employee must have a minimum of 3 years of experience performing graffiti abatement services.

Yes. Bidder or its managing employee meets the experience requirement stated above.

Bidder's name	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience
Superior Property Services, Inc.	09/1996 to	Superior has provided graffiti abatement services to the County of Los Angeles since 1996. We have had a great relationship with County personnel, as well as a great response time to all request.
	current date	

No. Bidder does not meet the experience requirement stated above

**Note: Bidder has to complete Section 2.2 of this form if the Minimum Mandatory Requirements, No. 2, of this IFB is being met by its managing employee.**

2.2. Bidder's Managing Employee must have a minimum of 3 years of experience performing graffiti abatement services.

Bidder's Managing Employee's Name	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience
Ron Bruneck	09/1996 to	As Superiors' officer/director, I have been responsible for overseeing all the company's graffiti abatement contracts.
	current date	

No. Bidder or it's managing employee does not meet the experience requirement stated above. **By checking this box, the Bid Submission will be immediately disqualified as nonresponsive.**

3. Bidder must submit proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5. **Pending registrations will not be accepted.**

Yes. Bidder has submitted proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5


Name of Registration Holder	Registration No.	Registration Date	Expiration Date
Superior Property Services, Inc.	10000015206	05/11/2017	06/30/2018

No. Bidder has NOT submitted proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration. **By checking this box, the Bid Submission will be immediately disqualified as nonresponsive.**

3.1 Prevailing Wage Payment Affirmation:

- Yes. Bidder has determined the appropriate prevailing wage classifications needed to perform the work requested and prevailing wage work shall be paid Prevailing Wages in compliance with the California Labor Code when conducting activities that are subject to prevailing wage. These rates must be included in Form LW-8, Cost Methodology.
- No. Bidder has not determined the appropriate prevailing wage classifications needed to perform the work requested and Bidder will not pay prevailing wages in compliance with the California Labor Code when conducting activities that are subject to prevailing wage. And/Or the rates included in Form LW-8, Cost Methodology, do not demonstrate payment of prevailing wages for the work. **By checking this box, the Bid Submission will be immediately disqualified as nonresponsive.**

Bidder declares under penalty of perjury that the information stated above is true and accurate. Bidder further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this bid are made, the bid may be rejected at the sole discretion of the County.

Bidder's Name: Superior Property Services, Inc.	
Authorized representative Name: Ron Bruneck	
Signature: 	Date: March 16, 2018



FORM LW-3.1 (SUPPLEMENTAL)

**Living Wage Rate Annual Adjustments**

The Living Wage Ordinance is applicable to Proposition A and cafeteria services contracts. Employers shall pay employees a Living Wage for their services provided to the county of no less than the hourly rates and effective dates as follows:

Effective Date	Hourly Rate
March 1, 2016	\$13.25
January 1, 2017	\$14.25
January 1, 2018	\$15.00
January 1, 2019	\$15.79

Effective January 1, 2020, the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

The Chief Executive Office (CEO) will issue a memo advising departments of the CPI to be used when determining the Living Wage rate effective January 1, 2020, and every year thereafter.

**Instructions to complete PW-2s, Schedule of Prices and LW-8s, Cost Methodology**

The Contract's terms and the anniversary of the Living Wage rate increases are not the same dates. For example, the Contract may start from October 1, 2017, and will end September 30, 2018, which covers two different rates of Living Wage.

This means in the same Contract term, for example, the first option term, contractor must adhere to two different rates of Living Wage.

Each Contract term has its own Form PW-2 and Form LW-8.

**Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATE IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE.**

For example, contractor's term cover from October 1, 2017 to December 31, 2017, the Living Wage rate is \$14.25 and from January 1, 2018 to August 31, 2018, the Living Wage rate is \$15.00, therefore; the Contractor's LW-8 for this period must be \$15.00 or higher or Contractor's LW-8 clearly shows the two rates during those periods.

Each Contract term proposed prices indicated in Form PW-2, Schedule of Prices, must be equal to each Form LW-8.

FORM LW-4.1 (SUPPLEMENTAL)

COUNTY OF LOS ANGELES

ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE FOR LIVING WAGE ORDINANCE AND CONTRACTOR NONRESPONSIBILITY DEBARMENT

The undersigned individual is the owner or authorized agent (Agent) of the business entity or organization ("Firm") identified below and makes the following statements on behalf of his or her Firm.

The Agent is required to check each of the following two boxes:

LIVING WAGE ORDINANCE:

- The Agent has read the County's Living Wage Ordinance (Los Angeles County Code, Section 2.201.010 through 2.201.100), and understands that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

- The Agent has read the County's Determinations of Contractor Nonresponsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understands 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 an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of the proposal; OR
- The Firm HAS been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of this proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

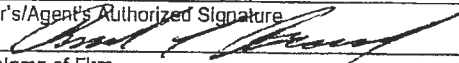
History of Determinations of Labor Law /Payroll Violations (Check One):

- There HAS BEEN NO determination by a public entity within three (3) 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 three (3) years of the date of the proposal that the Firm committed a Labor Law/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 (10) years; OR
- The Firm HAS been debarred by a public entity within the past ten (10) years. Provide the pertinent information (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) on the attached Labor/Payroll/Debarment History form.

I declare under penalty of perjury under the laws of the State of California that the above is true, complete and correct.

Owner's/Agent's Authorized Signature 	Print Name and Title Ron Bruneck, President
Print Name of Firm Superior Property Services, Inc.	Date March 16, 2018

PROPOSER'S EMPLOYEE BENEFITS

Proposer: Superior Property Services, Inc.

Name of Proposer's Health Plan: N/A Date: 3/16/18

Medical Insurance/Health Plan:

Employer Pays \$ \_\_\_\_\_ Employee Pays \$ \_\_\_\_\_ Total Mo. Premium \$ \_\_\_\_\_

Annual Deductible  
Employee \$ \_\_\_\_\_ Family \$ \_\_\_\_\_

Coverage (✓)

- \_\_\_\_\_ Hospital Care (In Patient \_\_\_\_\_ Out Patient \_\_\_\_\_)
- \_\_\_\_\_ X-Ray and Laboratory
- \_\_\_\_\_ Surgery
- \_\_\_\_\_ Office Visits
- \_\_\_\_\_ Pharmacy
- \_\_\_\_\_ Maternity
- \_\_\_\_\_ Mental Health/Chemical Dependency, In Patient
- \_\_\_\_\_ Mental Health/Chemical Dependency, Out Patient

Dental Insurance:

Employer Pays \$ \_\_\_\_\_ Employee Pays \$ \_\_\_\_\_ Total Mo. Premium \$ \_\_\_\_\_

Life Insurance:

Employer Pays \$ \_\_\_\_\_ Employee Pays \$ \_\_\_\_\_ Total Mo. Premium \$ \_\_\_\_\_

Vacation:

Number of Days 5 and

Any increase after 3 years of employment, number of days or hours 8

Sick Leave:

Number of Days 3 and

Any increase after - years of employment, number of days or hours -

Holidays:

Number of Days 6 per year

Retirement:

Employer Pays \$ \_\_\_\_\_ Employee Pays \$ \_\_\_\_\_ Total Premium \$ \_\_\_\_\_









**PROPOSER'S UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR  
GRAFFITI REMOVAL SERVICES DISTRICTS 1 AND 2**

Enclosure C

**SELECTED FIRMS**

<b>Small-Sized Business Category Contractor</b>	<b>Local SBE</b>	<b>SBE</b>	<b>Minority</b>	<b>Women</b>	<b>Disadvantaged</b>	<b>DisabledVet</b>
none						
<b>Medium-Sized Business Category Contractor</b>						
Superior Property Services, Inc.	✓	✓	n/a	n/a	n/a	n/a
<b>Large-Sized Business Category Contractor</b>						
Woods Maintenance Services, Inc., dba Graffiti Control Systems	✓	✓	n/a	n/a	n/a	n/a

**NON-SELECTED FIRMS**

<b>Small-Sized Business Category Contractor</b>	<b>Local SBE</b>	<b>SBE</b>	<b>Minority</b>	<b>Women</b>	<b>Disadvantaged</b>	<b>DisabledVet</b>
none						
<b>Medium-Sized Business Category Contractor</b>						
Urban Graffiti Enterprises, Inc.	✓	✓	✓	n/a	✓	n/a
Gang Alternative Program	n/a	n/a	n/a	n/a	n/a	n/a
<b>Large-Sized Business Category Contractor</b>						
none						

\*Information provided by Proposers in response to the RFP. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.



**PROPOSER'S UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR  
GRAFFITI REMOVAL SERVICES DISTRICTS 1 AND 2**

Enclosure C

<b>FIRM INFORMATION*</b>		Superior Property	Woods Maintenance	Urban Graffiti	Gang Alternative Program			
<b>BUSINESS STRUCTURE</b>		Corporation	Corporation	Corporation	Nonprofit			
<b>CULTURAL/ETHNIC COMPOSITION</b>		<b>NUMBER / % OF OWNERSHIP</b>						
<b>OWNERS/PARTNERS</b>	Black/African American	0	0	0	0			
	Hispanic/Latino	1/2%	0	1/100%	0			
	Asian or Pacific Islander	0	0	0	0			
	American Indian	0	0	0	0			
	Filipino	0	0	0	0			
	White	1/98%	2/50%	0	0			
	<i>Female (included above)</i>	1/2%	1/50%	0	0			
		<b>NUMBER</b>						
<b>MANAGER</b>	Black/African American	0	0	0	1			
	Hispanic/Latino	1	12	4	5			
	Asian or Pacific Islander	0	0	0	0			
	American Indian	0	0	0	0			
	Filipino	0	0	0	1			
	White	1	2	0	1			
	<i>Female (included above)</i>	1	2	2	3			
<b>STAFF</b>	Black/African American	0	1	2	10			
	Hispanic/Latino	31	62	23	51			
	Asian or Pacific Islander	0	0	0	0			
	American Indian	0	0	0	0			
	Filipino	0	0	0	1			
	White	0	0	2	1			
	<i>Female (included above)</i>	2	0	1	29			
<b>Total # of Employees</b>		35	79	32	71			
<b>COUNTY CERTIFICATION</b>								
CBE		N	N	Y	N			
LSBE		Y	Y	Y	N			
<b>OTHER CERTIFYING AGENCY</b>		N/A	N/A	Metro	N/A			

\*Information provided by Proposers in reponse to the RFP. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.

## Enclosure D

## Bid Detail Information

**Bid Number :** PW-ASD941  
**Bid Title :** RFSQ Graffiti Removal Services (2015-SQPA002)  
**Bid Type :** Service  
**Department :** Public Works  
**Commodity :** GRAFFITI REMOVAL SERVICES  
**Open Date :** 2/23/2015  
**Closing Date :** Continuous  
**Bid Amount :** \$ 0  
**Bid Download :** [Available](#)  
**Bid Description :** PLEASE TAKE NOTICE that Public Works requests statement of qualifications (SOQ) for the contract Graffiti Removal Services (2015-SQPA002). The purpose of this solicitation is to establish a qualified list of contractors that can perform work when Public Works anticipates the need for graffiti removal services within the County of Los Angeles unincorporated areas or flood control rights of way. The Request for Statement of Qualifications (RFSQ) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://dpw.lacounty.gov/cbad/servicecontracts/> or may be requested from Mr. Jairo Flores at (626) 458-4069 or [jflores@dpw.lacounty.gov](mailto:jflores@dpw.lacounty.gov), Monday through Thursday, 7 a.m. to 5 p.m.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <http://dpw.lacounty.gov/cbad/servicecontracts/>.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFSQ document at the time of SOQ submission including, but not limited to:

1. Proposer must hold a valid and active C-33 State of California-issued contractor's license.
2. Proposer or its managing employee must have a minimum of three years of experience performing graffiti abatement services.
3. The use of subcontractors is prohibited for this service. Please disregard all references to subcontractor in this RFSQ.

Once the need to utilize the contractor's services is identified, Public Works will send out an Invitation for Bids to all qualified contractors determined to be qualified through this solicitation process with a specific work description, price sheets, and may include additional requirements for the bids to be considered responsive and responsible. Some of the requirements may include, but are not limited to, submission of a sealed bid prior to an established deadline, additional licenses/certificates, and/or additional experience and equipment requirements.

Please note that there will be a Mandatory Proposers Conference for this Request for Statement of Qualifications (RFSQ) on Monday, April 10, 2017, 8:30 a.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room B. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. However, those Proposers who attended the previous Proposers Conference on March 5, 2015, or March 12, 2015 are not required to attend this Proposers Conference. Public Works will reject proposers whose attendance cannot be verified at either the March 5, 2015, March 12, 2015, or April 10, 2017, Proposers Conference.

This solicitation will remain open continuously at the discretion of the County. The RFSQ Proposer's Mandatory Conference may be offered annually or as needed depending on the needs of the County.

Please note that the Qualified Contractor List may be utilized by other County departments and/or special districts of the County for their solicitation needs.

This RFSQ process may take several months to process before a vendor is added to the Qualified Contractors List. Therefore, it is imperative that Proposers return all Statement of Qualifications material no later than April 24, 2017.

Statement of Qualifications received after this date will be reviewed in the order they are submitted to Public Works based on the time indicated by the Public Works cashier time stamp, which may delay your firm's addition to the Qualified Contractors List.

If you have questions concerning the above information, please contact Mr. Jairo Flores at (626) 458-4069, Monday through Thursday, 7 a.m. to 5 p.m.

**Contact Name :** Jairo Flores  
**Contact Phone# :** (626) 458-4069  
**Contact Email :** [jflores@dpw.lacounty.gov](mailto:jflores@dpw.lacounty.gov)  
**Last Changed On :** 3/20/2017 5:29:02 PM

[Back to Last Window](#)

# Agreement

BOARD EXECUTE



BY AND BETWEEN

THE COUNTY OF LOS ANGELES,  
DEPARTMENT OF PUBLIC WORKS

AND

WOODS MAINTENANCE SERVICES, INC.  
d.b.a. GRAFFITI CONTROL SYSTEMS

FOR

GRAFFITI REMOVAL SERVICES DISTRICT 2 - NORTH  
(2018-PA020)

78845

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GRAFFITI REMOVAL SERVICES DISTRICT 2 - NORTH (2018-PA020)

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- EXHIBIT C Internal Revenue Service Notice 1015**
- EXHIBIT D Safely Surrendered Baby Law Posters**
- EXHIBIT E Defaulted Property Tax Reduction Program**
- EXHIBIT F.1 Bid Submission Instructions**
- EXHIBIT G Location Map**

AGREEMENT FOR

**BOARD EXECUTE**

GRAFFITI REMOVAL SERVICES DISTRICT 2 - NORTH  
(2018-PA020)

THIS AGREEMENT, made and entered into this 2<sup>nd</sup> day of October, 2018, 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 SERVICES, INC., dba GRAFFITI CONTROL SYSTEMS, a California corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Statement of Qualifications filed with the COUNTY on April 21, 2015, and Bid Submission filed with COUNTY on April 2, 2018, hereby agrees to provide services as described in this Contract for Graffiti Removal Services District 2 - North (2018-PA020).

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Bid Submission Instructions; Invitation for Bids, and Exhibit G, Location Map, including its Exhibits and Addenda; the CONTRACTOR'S Statement of Qualifications and Bid Submission, the Request for Statement of Qualifications; and Addenda to the Request for Statement of Qualifications, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Bid submission and attached hereto as Form PW-2.1-2.4, an amount not to exceed \$681,000 per year or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's initial term shall be for a period of one year commencing on November 1, 2018, or upon the Board's approval, whichever occurs last. The COUNTY shall have the sole option to renew this Contract term for up to three additional one-year periods and six month-to-month extensions for a maximum total Contract term of four years and six months. Each such option shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full one year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term.



The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

FIFTH: The CONTRACTOR shall bill monthly, upon completion in arrears, for the work performed during the preceding month. Work performed shall be billed at the unit prices quoted in Form PW-2.1-2.4, Schedule of Prices, respectively.

SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works  
Attention Fiscal Division, Accounts Payable  
P.O. Box 7508  
Alhambra, CA 91802-7508

SEVENTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

TENTH: No Cost-of-Living Adjustments shall be granted for the optional renewal periods.

ELEVENTH: In the event that the terms and conditions, which may be listed in the CONTRACTOR'S Statement of Qualifications and Bid submission, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT including, but not limited to, Exhibits A through G, inclusive, the COUNTY'S provisions shall control and be binding.



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 *Shirley Kuehl*  
Chair, Board of Supervisors

ATTEST:

Celia Zavala  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles



I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

CELIA ZAVALA  
Acting Executive Officer  
Clerk of the Board of Supervisors

By *Danya Ruiz*  
Deputy

By *Danya Ruiz*  
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

By *Carole Suzuki*  
Deputy

WOODS MAINTENANCE SERVICES,  
INC., DBA GRAFFITI CONTROL  
SYSTEMS

By *B. Woods*  
Its President

BARRY K. WOODS  
Type or Print Name

By *Diane W. Woods*  
Its Secretary

Diane W. Woods  
Type or Print Name

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

OCT 02 2018

*Celia Zavala*  
CELIA ZAVALA  
EXECUTIVE OFFICER

78845

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles )

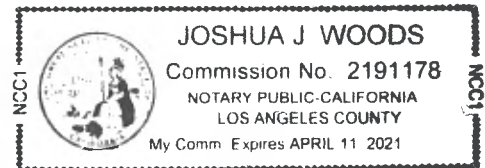
On May 11, 2018 before me, Joshua J. Woods  
(insert name and title of the officer)

personally appeared Barry K. Woods and Diane W. Woods,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Joshua J. Woods (Seal)



SCOPE OF WORK

GRAFFITI REMOVAL SERVICES DISTRICT 2 - NORTH

A. Public Works Program Manager

The Public Works Graffiti Abatement Program Manager (PM) is Ms. Ari DeChellis of Land Development Division who may be contacted at (626) 458-4062, or [adechellis@dpw.lacounty.gov](mailto:adechellis@dpw.lacounty.gov), Monday through Thursday, 7:15 a.m. to 6 p.m. The PM or designee is the only person authorized by Public Works to request additional work of the Contractor. The Contractor will be notified in writing when there is a change in the Program Manager.

B. Work Locations

The Work location under this Contract is District 2 North as shown on Exhibit G. The Contractor is to provide graffiti removal services in District 2 North.

The numbers of graffiti tags removed by the County's Contractor in prior years are indicated below for informational purposes only. Actual quantities of graffiti to be removed under this Contract will vary from, and may exceed, the below amounts. The Contractor's price in Form PW-2 (Schedule of Prices) will be for the removal of all graffiti within District 2 North according to the Specifications of this Contract.

Fiscal Year	Number of Tags Removed District 2 North
FY 14/15	17,487
FY 15/16	17,664
FY 16/17	14,919

C. Background

The work to be performed under this Contract consists of removing graffiti by using chemical solvents, pressure washing, and painting on various surfaces to remove or cover the graffiti and to perform paint out projects to beautify surfaces and objects as requested by the Program Manager or designee. Paint out projects include, but are not limited to, painting surfaces that are in need of enhancement and/or beautification as well as color matching. Public Works Graffiti Abatement Program's goal is 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 graffiti 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.

D. Work Description – General Statement

The primary objective of this Contract is to keep the areas graffiti free by removing all graffiti in the County unincorporated areas as quickly and as often as necessary. The Contractor shall remove graffiti from all surfaces in the specified areas from private, residential/commercial/industrial/and public property. The Contractor shall fulfill/resolve all graffiti removal requests and shall remove all graffiti seen in the immediate area. In addition, the Contractor shall patrol the assigned areas to seek, find, and remove graffiti and do paint-outs. The PM or designee has the authority to dictate special requests including, but not limited to, the removal of murals.

The Contractor shall provide the necessary number of crews to remove all requests for graffiti removal as specified in Section E.1 and all graffiti seen in the immediate areas. A crew is defined as consisting of at least one full-time (40 hours/week, Monday through Friday) person in a fully equipped vehicle designated to carry out the duties detailed in this Scope of Work.

In addition, the Contractor shall make crews available for special requests and priority assignments requested by the PM or designee.

The Contractor shall establish and implement daily routes for crews and provide a schedule of such routes to inform the PM of the expected locations and work schedule of the crews. The schedule shall conform to the Work Plan set forth in the Contractor's Proposal for this Contract, the Contractor's Staffing Plan and Cost Methodology Form (LW-8) submitted for this Contract, and subparagraph E.1 of this Exhibit. This routine schedule will be used as a reference to account for all hours the Contractor's staff work under this Contract. This schedule will be approved by the PM and any changes in this schedule must have approval from the PM.

The Contractor shall designate a supervisor who can be contacted to confer with Public Works' Contract Monitors with respect to concerns relating to graffiti removal services and Contractor's operations, including painters' performance. The Contract Monitors are the primary contact person with Contractors. They patrol the areas; identify and report graffiti; monitor the work done by the Contractor; act as the point of contact for constituent referrals and complaints; and issues relating to the contract, work, and Contractor crews. The Contract Monitors, monitor and observe the area covered in the contract and report to the PM. The Contractor's supervisor shall have a thorough knowledge of the needs of contract work locations, the abatement areas, graffiti removal methods, and paint-out projects and the operation of appropriate equipment required to carry out these specifications, terms, conditions, and requirements of the contract.

The County reserves the right to determine if any work is or will be needed and/or requested under this Contract, at the County's sole and absolute discretion. The Contractor waives all claims against the County for damages or loss of any nature resulting from the County's failure to use the Contractor's services including, but not limited to, lost profit.

E. General Graffiti Removal Services

The Contractor shall:

1. Maintain a zero-tolerance policy, in accordance with the Contractor's Work Plan. The Contractor shall follow its Work Plan throughout the entire Contract unless otherwise approved in writing by the PM. In addition, the Contractor shall:
  - a. Remove vulgar and threatening graffiti (i.e., profane, obscene, racist, gang 187's, or cross outs) within 24 hours 7 days a week, upon notification.
  - b. Respond to Public Works PM or designee concerning special requests and priority assignments, including paint-out projects and color match corrective painting within 24 hours, 7 days a week, upon request.
  - c. Remove graffiti within 48 hours upon notification, Monday through Friday.
2. Match all paints to existing colors to the satisfaction of the PM or designee. The Contractor shall receive no additional compensation for repainting any area to match the color whether or not original graffiti removal was done by current Contractor. Graffiti shall be removed using new or recycled water-based paint. The Contractor shall make the best possible match to the existing color.
3. Provide Public Works with work record reports no later than the 5<sup>th</sup> day of each month with the monthly invoice. The monthly report shall indicate the number of crews utilized and hours worked. This report shall include all tags removed and their locations (address and whether it was private property or in the public road right of way) and square footage of graffiti removed, painted over or pressure washed. These reports shall be transmitted electronically in an Excel document to the PM who may perform quality control inspections. Mail completed work reports to:

County of Los Angeles, Department of Public Works  
Land Development Division  
Graffiti Abatement Section

Attention Ms. Arienne DeChellis  
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, vehicles, 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, wood, metal, signage, stucco, brick, concrete, cinder blocks, sidewalks, smooth concrete, very rough grouted riprap, vegetation and 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 County approved solvents (see subparagraph E.9).
6. Remove graffiti, do paint-out projects over walls as well as murals (murals shall only be removed with authorization from the PM - see paragraph AA. Murals). The color of the paint shall match the color of the surface to which it is applied. In areas where repainting is required in order to match the existing paint, the Contractor shall paint over with the right color to match at no additional cost to the County. 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, vehicles, etc., from paint spillage. If the Contractor encounters graffiti on walls with painted vines, they shall contact the PM or designee for instructions on how to handle.
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), scaffolds and bucket trucks.
8. Use appropriate methods of covering or removing graffiti for the particular surface and conditions, such as, but not limited to, water blasting (on sidewalks), painting over on block walls that are painted, water blasting on block walls that are not painted, and chemical solvents (on signage). Any chemical solvents utilized to remove graffiti shall have a Material Safety Data Sheet available for Public Works' review.
9. Remove graffiti found on signs in all areas. Graffiti on signs should be removed with any of the following County approved solvents:



- a. OFF-B, graffiti remover - liquid form
- b. 3M™ Citrus Base Industrial Cleaner
- c. State Chemical Graffiti Wipes

If the Contractor believes a sign is vandalized/damaged beyond repair, Contractor shall reject the work order, and email picture of damaged sign to PM or designee for handling.

10. Train all its personnel in proper graffiti removal techniques, color matching, safety protocol and provide corrective instruction to its personnel, if they are removing graffiti improperly. Additionally, Contractor shall stay informed of new techniques of graffiti removal products and equipment.
11. Not allow any debris from its operations under this Contract, especially from the water/sand blasting operations, to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System Permit (NPDES). If such violation occurs, Contractor shall notify Public Works immediately. In addition, if Contractor fails to comply with the requirements of the NPDES, in accordance with the Performance Requirements Summary, under this Exhibit, Section Y., an additional \$500 per each violation shall be imposed.
12. Use appropriate Best Management Practices (BMP) including, but not limited to, drop cloths on all worksites to protect sidewalks, vegetation, etc., from paint spillage or overspray.
13. Obtain and retain the written consent of the owner or the owner's authorized agent of privately-owned property before commencing work.
14. Place special emphasis on assisting the PM or designee with special requests (i.e., removal of graffiti before parades, special events, etc.).

Public Works reserves the right to change any aspect of the Graffiti Abatement Referral System (GARS) and/or the Contractor's reporting system. Such change could be due to improvements in our computer applications capabilities or for any other reason.

F. Hours and Days of Operation

The days of operation shall be Monday through Friday between the hours of 7 a.m. to 6 p.m., except as indicated in Section E, General Graffiti Removal Services, page A.3, items 1.a and 1.b, and Section G, Telephone Communications, page A.6. The Contractor is not required to provide services on the following observed holidays.

Observed Holidays:

- New Year's Day
- Independence Day
- Thanksgiving Day
- Christmas Day

G. Telephone Communications

The Contractor shall be available to report and confer with the PM or designee with respect to these graffiti removal services. The Contractor shall provide a telephone answering service **Monday through Sunday**, to receive instructions, information, complaints, etc., from Public Works and shall call the PM or designee back within the hour.

H. Supervisor Qualifications

The Contractor's supervisor shall have a thorough knowledge of the graffiti problems in the designated work locations graffiti removal methods and paint-out techniques and the operation of appropriate equipment required to carry out these specifications, terms, conditions, and requirements of the Contract.

I. Vehicle Signage

Vehicle signage will include the Contractor's name or firm's name, together with Public Works' Graffiti "Hotline Number," in legible letters, not less than 2 inches in height on both sides of all trucks/vehicles used in the graffiti removal work locations.

J. Responsibilities of Contractor

1. The designated Contractor's supervisor, as defined in this Exhibit and Section D, Work Description, page A.2, shall have a thorough knowledge of the work locations under their purview and shall speak and understand English.
2. In the event a crew could not be deployed, the Contractor's supervisor shall immediately replace that crew to make sure that coverage is maintained.
3. The Contractor shall maintain a well-trained reserve force to cover the work in the event of an emergency or to provide coverage if any crew could not be deployed on any given day.
4. The designated Contractor's supervisor shall provide a 24-hour emergency contact number.

5. All crews shall receive a minimum of one 8-hour workday training in the area assigned to them at the Contractor's expense and in accordance with the County's labor laws. Training must include, but not limited, to the details of the Work Plan, crew responsibilities, techniques in removal, color matching, boundaries of County jurisdiction, and safety rules and regulations.
6. The Contractor shall provide the contact information of on-site personnel per area so PM or designee may contact them.
7. 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 PM.

K. Graffiti Removal Services

For graffiti removal from County owned and private property, the Contractor shall adhere to the following additional specifications:

1. Water-based and/or recycled paint shall be used.
2. Concrete Block Walls/Concrete Walls: All graffiti shall be removed by either a water blasting machine with soda compound or painted over with water-based paint. If using paint, it shall be feathered to blend well with the surrounding wall. The paint-over color shall match the wall color. When color is unavailable, entire surface should be repainted with the new color. Overspray on non-County-owned or private property shall not be allowed.
3. Sidewalk Surfaces: Removal of graffiti from concrete sidewalks shall be done by using a water blasting machine with soda compound. If sidewalk has been previously painted, paint over with water-based paint. The sidewalks shall be clean of all graffiti and graffiti residue (sand). The sidewalks shall be blocked off as needed to maintain the public safety.
4. Curb Facing: Remove all graffiti paint from curb surfaces. The Contractor shall use the standard paint colors (red, blue, yellow, green, and white) depending on the original curb color and/or parking restrictions as approved by Public Works. Nonpainted curbs shall be painted using concrete color paint or cleaned with water blasting machines. When painted curbs have not been painted in years, entire curb should be painted over to appear uniform and aesthetically pleasing.

5. Chain link Fencing: All graffiti on pipes and fencing shall be painted over using a galvanized color to match the fencing fabric and pipe color. The paint-over color shall be feathered into the fabric and along the pipes.
6. Pedestrian bridges/underpasses: The Contractor shall be responsible for removing graffiti found on all pedestrian bridges and underpasses in the area. Interior walls may be carefully sprayed but bridge floor shall be pressure washed if not previously painted. If previously painted, the Contractor shall paint with water-based paint mixed with sand. Please notify Public Works to prepare work area to make it free of debris prior to removing graffiti off of these footbridges. Pedestrian bridges will have a 72-hour turnaround time upon Public Works completion of initial clean up. The Contractor shall schedule and complete removal during hours that school is in session. Where there is a risk of overspray harming personal property or difficulties in reaching the area with equipment, utilizing rollers to apply paint to cover graffiti, or paint-out is required. Contractor will place traffic cones and/or other appropriate traffic control equipment to divert pedestrians and cyclists.
7. 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 previous color using water-based paint.
8. Concrete Light Poles: Graffiti shall be removed from concrete light poles using a water blasting machine with a soda compound only. No paint shall be used. All paint shall be removed from the pole. All paper and sticker signs and "slap tags shall be removed.
9. Wooden Light Poles: All graffiti shall be painted over using a water-based paint to match the wood color. All paper and sticker signs and "slap tags" shall be removed.
10. Bus Stops: All graffiti shall be removed using County approved solvents (see subparagraph E.9) on the plastic sides and sitting areas. The surfaces shall be washed.
11. Trees: The Contractor must be responsible for removing graffiti reported or found on trees. The 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 and not letting the tree breath through its bark. Trees, vegetation, and green areas must be protected by the Contractor.

12. Wooden Fencing: All graffiti shall be painted over on wooden fencing using a water-based paint to match the color of fencing. The Contractor shall feather paint to match the surrounding parts of the fencing. In the event that wood fencing is weathered, the Contractor shall Contact Public Works to obtain a written "Consent and Release of Liability" from property owner prior to pressure washing.
13. Brick Walls: All graffiti shall be removed using a water blasting machine. Painting over shall not be done on a brick wall, unless it has been previously painted. The Contractor shall color-match the paint to previous color using water-based paint.
14. Metal Fencing (sheets): All graffiti shall be painted over on metal fencing. The paint over color shall match the surrounding part of the fence.
15. Asphalt Concrete: All graffiti on asphalt concrete shall be covered with asphalt paint mixed with sand.
16. Glass Windows: All graffiti on glass windows shall be removed by using a County approved graffiti removal spray (See Section E.9) on these transparent surfaces. Windows will be left clean.
17. Metal Light or Traffic Poles: All graffiti shall be removed by appropriate means, and if paint is used, it shall match existing color.
18. Electrical boxes, traffic control boxes, telecommunication boxes, etc., (if they are sage green or beige) paint over color matching entire box.

L. Rights of Way

The Contractor shall conduct all of its activities and operations within the confines of public rights of way in which graffiti is to be removed. The Contractor shall not allow its employees, to use private property for removing graffiti, eating, coffee breaks, or any other reason; or use water or electricity from such property without written permission to access private property from the owner. If, for any reason, the Contractor finds it needs to encroach upon private property in order to remove graffiti, the Contractor shall first notify the PM or designee. The PM or designee will obtain written permission from the property owner. In performing any work or doing any activity on lands inside or outside of public rights of way, the Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations.

M. Additional Location(s)/Work

1. Additional area(s) and/or work may be added during the Contract period. Within 24 hours of a request from the PM for additional services, the

Contractor shall prepare and submit a written description of the work with an estimate of labor and materials, including estimated cost to perform the additional work. No additional work shall commence without written authorization from the PM. Upon PM's negotiation and acceptance of the Contractor's written quotation, and subject to approval of the Director her designee, the additional work and/or areas may be added to the Contract by amendment or change order.

2. All additional area(s) provided herein shall commence on the specified date established. The Contractor shall proceed diligently to complete said work within the time allotted as approved by the PM.
3. Contractor may be asked to provide equipment and to take pictures of graffiti and upload to a database.

N. Utilities

Public Works will not provide utilities.

O. Storage Facilities

Public Works will not provide storage facilities for the Contractor.

P. Removal of Debris

All debris derived from these services shall be removed from Public Works property and become the property of the Contractor. The Contractor shall dispose of all debris from these services in a legally established area appropriate for type of debris being disposed and in compliance with all applicable Federal, State and local legal requirements. Disposal shall be at the Contractor's expense. The Contractor shall not allow any debris from its operations under this Contract to be deposited in the storm drains and/or gutters in violation of the NPDES Permit.

The Contractor is advised that due to the nature of this Contract, discarded hazardous waste may be encountered during the performance of this Contract. In the event an unknown substance or hazardous material is discovered, the Contractor shall immediately notify the PM. The Contractor shall NOT attempt to perform any type of hazardous waste remediation not included under the Scope of Work of this Contract, including identifying, containing, cleaning, moving, disposing, etc. The Contractor shall exercise extreme caution in the event unknown waste is encountered.

Q. Special Safety Requirements

1. All Contractor personnel shall be expected to observe all applicable Cal/OSHA and Public Works safety requirements while at the various

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. The Contractor's graffiti abatement crew shall know the Contractor's standard safety practice.

2. The Contractor shall supply all applicable safety equipment including, but not limited to, rotating lights for vehicles used for work under this Contract.
3. The 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 Federal, State, and local laws.

S. 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.

T. Responsibilities of Public Works

The Director, acting through the PM, or other designee, will approve or disapprove the Contractor's performance under this Contract. Public Works will make regular inspections of these areas under 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 in accordance with the schedule of Liquidated Damages, under this Exhibit, Section Y., if any terms and conditions of this Contract are not complied with by the Contractor.

U. Best Management Practices (BMP)

Best Management Practices (BMP) shall be defined as any program, technology, process, siting 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 latest edition of the Los Angeles County Department of Public Works BMP Manual, and addenda thereto issued throughout the duration of the Contract Term. Copies of this publication are available for purchase from:

County of Los Angeles  
Department of Public Works  
Cashier's Office  
900 North Fremont Avenue  
Alhambra, CA 91803  
Telephone (626) 458-6959

The Contractor shall have a minimum of two readily accessible copies of this publication on the project site at all times.

The Contractor shall implement the following BMP for the prevention of storm water pollution in conjunction with all its activities and operations:

WASTE MANAGEMENT

WM 005      Solid Waste Management  
WM 006      Hazardous Waste Management  
WM 009      Sanitary/Septic Waste Management

VEHICLE AND EQUIPMENT MANAGEMENT

NS 008      Vehicle and Equipment Cleaning  
NS 009      Vehicle and Equipment Fueling  
NS 010      Vehicle and Equipment Maintenance



Additional BMPs may be required as a result of a change in actual field conditions, Contractor 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 BMP within each category in order to achieve the BMP objective.

The Contractor, as a permittee, is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Agency, private citizens, and citizen groups. The County will deduct from payments due the Contractor, the total amount of any fines levied on the County, plus legal fees, staff costs, and consultants fees as a result of the Contractor's noncompliance with these provisions and/or less than complete implementation of the specified BMP.

V. 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 PM. All costs to the Contractor for protecting and restoring existing improvements shall be included in the Annual Price.

W. 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.

X. 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. The 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.

The Contractor's Quality Control representatives will be separate and distinct from Contractor's supervisor or general superintendent, and the Contractor's Quality Control procedures establish a separate system for recording, reporting, and resolving quality control issues.

Within 10 days of Contract award, the Contractor shall submit to the County a Contract Quality Control Plan for review and approval by the PM. 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, and resolving quality control issues; and checklists or other documentation in support of Contractor's Quality Control function.

Y. Performance Requirements and Liquidated Damages

1. Public Works will use the Performance Requirements Summary to evaluate the Contractor's performance.
2. 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.
3. Liquidated Damages for noncompliance with the Living Wage Program is indicated in Exhibit B, Section 9.G, Enforcement and Remedies.

**PERFORMANCE REQUIREMENTS SUMMARY**

REQUIRED SERVICE	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM STANDARD	METHOD OF SURVEILLANCE	MAXIMUM DEDUCTION	DEDUCTION FROM CONTRACT PRICE FOR NOT MEETING STANDARD
Fines by regulatory and governmental agencies	Fined by a Federal, State, Regional, local regulatory or governmental agency as a result of the Contractor's negligence or failure to comply with any Federal, State, or local rules, regulations, or requirements.	0%	100% inspection on a periodic basis.	10% of total monthly amount of Contract cost	\$500 per occurrence plus any fine(s) charged to the County by a regulatory or governmental agency
Violation of the National Pollutant Discharge Elimination System	Discharge of debris into storm drains and/or gutter.	0%	100% inspection on a periodic basis	10% of total monthly amount of Contract cost	\$500 per occurrence plus any fines by regulatory and governmental agencies plus any remediation cost

REQUIRED SERVICE	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM STANDARD	METHOD OF SURVEILLANCE	MAXIMUM DEDUCTION	DEDUCTION FROM CONTRACT PRICE FOR NOT MEETING STANDARD
Daily/Weekly/Monthly/Quarterly Reports	Submitted to Contract Manager daily/weekly/monthly report.	0%	100% inspection on a periodic basis; complaints	10% of total monthly amount of Contract cost	\$50 per day per report that is late or not submitted
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 not knowledgeable of the job requirements
Staffing	Staffing levels are adequate to meet contract requirements.	0%	100% inspection on a periodic basis; complaints	10% of total monthly amount of Contract cost	\$50 per occurrence
Training Program	Document training of each employee.	0%	100% inspection on a periodic basis	10% of total monthly amount of Contract cost	\$250 per untrained employee
Maintain Knowledge of Safety Requirements	Completion of training of all accepted standards for safe practices related to the work.	0%	100% inspection on a periodic basis; complaints	10% of total monthly amount of Contract cost	\$50 per employee, per occurrence
Change in Supervisor	Contractor shall notify the County in writing of any change in name or address of the Supervisor.	0%	100% inspection on a periodic basis	10% of total monthly amount of Contract cost	\$50 per occurrence
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 not responded to within the time frame outlined in the specifications
Project Safety Official	Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices.	0%	100% inspection on a periodic basis; complaints	10% of total monthly amount of Contract cost	\$200 per occurrence

REQUIRED SERVICE	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM STANDARD	METHOD OF SURVEILLANCE	MAXIMUM DEDUCTION	DEDUCTION FROM CONTRACT PRICE FOR NOT MEETING STANDARD
Safety Requirements	Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA).	0%	100% inspection on a periodic basis; complaints	10% of total monthly amount of Contract cost	\$500 per occurrence
Special Requests/Priority Assignment/vulgar graffiti	Graffiti removed and/or painted over within 24 hours Monday through Sunday upon notification.	0%	100% inspection on a periodic basis; complaints	50% of total monthly amount of Contract cost	\$200 per square foot (or proration thereof) for graffiti not removed within the time frame outlined in the specifications
Remove graffiti	Graffiti removed and/or painted over within 48 hours Monday through Friday. Upon notification	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 48 hours upon notification.	0%	100% inspection by random sampling	50% of total monthly amount of Contract cost	\$50 per complaint

Z. Contractor Licensing

The Contractor shall possess a valid and active C-33 State of California issued Contractor's License throughout the duration of this Contract. Failure to maintain a valid and active C-33 State of California issued Contractor's License may lead to Contract termination or suspension.

AA. Subcontracting

Subcontracting is prohibited.

BB. Murals

Public Works is committed to the preservation of registered murals. 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 Program 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 murals unless advised by Public Works or Program Manager to do so.

CC. Proposed Monthly Price

All services required in this Exhibit A, Scope of Work shall be included in the monthly price quoted by the Contractor in Form PW-2, Schedule of Prices.

DD. Graffiti Database Program

The Contractor may be asked to provide equipment for and to take photographs of all graffiti vandalism prior to removing it and upload to a database system for analysis.

EE. Request of Work from Contractor

The County reserves the right to determine if any work is or will be needed and/or requested under this Contract at the County's sole and absolute discretion. The Contractor waives all claims against the County for damages or loss of any nature resulting from the County's failure to use the Contractor's services including, but not limited to, lost profit.

## 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.

Bid or Bid Submission. The response to an Invitation for Bids.

Board. The Board of Supervisors of County of Los Angeles and Ex-Officio Board of Supervisors of the Los Angeles County Flood Control District.

Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The contract includes the Agreement, Exhibit A - Scope of Work (Specifications), Exhibit B - Service Contract General Requirements, Exhibit C - Internal Revenue Service Notice 1015, Exhibit D - Safely Surrendered Baby Law Posters, Exhibit E – Defaulted Property Tax Reduction Program, and other appropriate exhibits, amendments, and change orders. Included are all supplemental agreements amending or extending the service to be performed, which may be required to supply acceptable services specified herein.

Contractor. The person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity who has entered into an agreement with County to perform or execute the work covered by this Contract.

Contract Work or Work. The entire contemplated work of maintenance and repair to be performed, and services rendered as prescribed in this Contract.

County. Includes County of Los Angeles, County of Los Angeles Department of Public Works, Los Angeles County Road Department, and/or Los Angeles County Engineer.

Day. Calendar day(s) unless otherwise specified.

Direct Employee. Worker employed by Contractor under Contractor's State and Federal taxpayer identification.

Director. The Director of Public Works, County of Los Angeles, as used herein, includes the Road Commissioner, County of Los Angeles; County Engineer, County of Los Angeles; Chief Engineer, Los Angeles County Flood Control District; and/or authorized representative(s).

District. Los Angeles County Flood Control District, or Los Angeles County Waterworks Districts, or Los Angeles County Consolidated Sewer Maintenance District.

Employee Leasing. Any agreement to employ any worker, at any tier, that is neither a subcontract nor a direct employee relationship.

Fiscal Year. The 12-month period beginning July 1 and ending the following June 30.

Maximum Contract Sum. The Maximum Contract Sum is the aggregate total amount of compensation authorized by the Board.

Proposal. The written materials that a Proposer submits in response to a solicitation document (Request for Proposals).

Proposer. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity submitting a Proposal for the work, acting directly or through a duly authorized representative.

Public Works. County of Los Angeles Department of Public Works.

Qualified Contractor. The person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity deemed qualified upon evaluations with a score of at least 75 eligible to submit bids for service contracts solicited by the County.

Solicitation. Request for Proposals, Invitation for Bids, Request for Statement of Qualifications, or Request for Quotation.

Specifications. The directions, provisions, and requirements contained herein, as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this Contract.

Subcontract. An agreement by the Contractor to employ a Subcontractor at any tier; to employ or agree to employ a Subcontractor, at any tier.

Subcontractor. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of the Contractor's performance of this Contract, at any tier, under oral or written agreement.

C. Headings

The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.



## SECTION 2

### STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

#### A. Amendments

1. For any change which affects the Scope of Work, contract sum, payments, or any term or condition included in this Contract, an amendment shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor.
2. The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by the Board or the Chief Executive Officer. To implement such changes, an amendment or a change order to this Contract shall be prepared by Public Works and signed by the Contractor.
3. County may, at its sole discretion, authorize extensions of time to this Contract's term. Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to this Contract shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor. To the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, Public Works may, at its sole discretion, grant Contractor extensions of time, provided the aggregate of all such extensions during the life of this Contract shall not exceed 120 days.
4. For any change which does not materially affect the Scope of Work or any other term or condition included under this Contract, a change order shall be prepared by Public Works and signed by the Contractor. If the change order is prepared by the Contractor, it shall be approved by Public Works and signed by the Contractor and the County.

#### B. Assignment and Delegation

1. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor. Any payments by County to any approved delegate or assignee on any claim

under this Contract shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

2. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
3. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Contract, which may result in the suspension or termination of this Contract. In the event of such a termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.

C. Authorization Warranty

Contractor represents and warrants that the person(s) executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

D. Budget Reduction

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions.

E. Complaints

Contractor shall develop, maintain, and operate procedures for receiving, investigating, and responding to any complaints by any individual.

1. Within 12 business days after this Contract's effective date, Contractor shall provide County with Contractor's policy for receiving, investigating, and responding to any complaints by any individual.
2. County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
3. If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five business days for County approval.
4. If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.
5. Contractor shall preliminarily investigate all complaints and notify the Contract Manager of the status of the investigation within five business days of receiving the complaint.
6. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
7. Copies of all written responses shall be sent to the Contract Manager within three business days of mailing to the complainant.

F. Compliance with Applicable Laws

1. Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, or directives, and all provisions required thereby to be included in this Contract are hereby incorporated by reference.
2. Contractor shall defend, indemnify, and hold County harmless from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees arising from or related to any violation on the part of Contractor or its employees, agents, or Subcontractors of any such laws, rules, regulations, ordinances, or directives.

G. Compliance with Civil Rights Laws

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e)(1) through 2000 (e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical disability, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Contractor shall comply with its EEO Certification (Form PW-7).

H. Confidentiality

1. Contractor shall maintain the confidentiality of all records obtained from County under this Contract in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality.
2. Contractor shall inform all of its officers, employees, agents, and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.

I. Conflict of Interest

1. No County employee whose position with County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of the work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.
2. Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the

provisions of this paragraph shall be a material breach of this Contract subjecting Contractor to either contract termination for default or debarment proceedings or both. Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

J. Consideration of Hiring County Employees Targeted for Layoffs or Former County Employee on Reemployment List

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified, former County employees who are on a reemployment list during the life of this Contract.

K. Consideration of Hiring GAIN and GROW Participants

1. Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program and General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN and GROW participants by category to Contractor.
2. In the event that both laid-off County employees and GAIN and GROW participants are available for hiring, County employees shall be given first priority.

L. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Contractor's place of business. County's Child Support Services Department will supply Contractor with the poster to be used.

M. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification (Form PW-12), County seeks to ensure that all County

Contractors which receive or raise charitable contributions comply with California law in order to protect County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination for default or debarment proceedings or both (Los Angeles County, Code Chapter 2.202).

N. Contractor's Warranty of Adherence to County's Child Support Compliance Program

1. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
2. As required by County's Child Support Compliance Program (Los Angeles County Code, Chapter 2.200), and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with the employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code, Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

O. Contractor Performance Evaluation/Corrective Action Measures

County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all this Contract's terms and conditions and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy, if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may suspend or terminate this Contract for default or impose other penalties as specified in this Contract.

P. Damage to County Facilities, Buildings, or Grounds

1. Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor, employees, or agents of Contractor.

2. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the occurrence. If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand. County may deduct from any payment otherwise due Contractor for costs incurred by County to make such repairs.

Q. Employment Eligibility Verification

1. Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all of its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
2. Contractor shall indemnify, defend, and hold harmless, the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

R. Facsimile Representations

At the discretion of County, County may agree to regard facsimile representations of original signatures of Contractor's authorized officers, when appearing in appropriate places on the change notices and amendments prepared pursuant to this Exhibit's Amendments, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to change notices and amendments to this Contract, such that the Contractor need not follow up facsimile transmissions of such documents with subsequent (nonfacsimile) transmission of "original" versions of such documents.

S. Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees,

and Volunteers from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

T. Force Majeure

1. Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this subparagraph as "force majeure events").
2. Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
3. In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

U. Governing Laws, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with the laws of the State of California. To the maximum extent permitted by applicable law, Contractor and County agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes concerning this Contract and further agree and consent that venue of any action brought in connection with or arising out of this Contract, shall be exclusively in the County of Los Angeles.

V. Most Favored Public Entity

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity



and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

W. Nondiscrimination and Affirmative Action

1. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations.
2. Contractor shall certify to, and comply with, the provisions of Contractor's EEO Certification (Form PW-7).
3. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
4. Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
5. Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
6. Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this paragraph when so requested by County.
7. If County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract. While County

reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State antidiscrimination laws or regulations shall constitute a finding by County that Contractor has violated the antidiscrimination provisions of this Contract.

8. The parties agree that in the event Contractor violates any of the antidiscrimination provisions of this Contract, County shall, at its sole option, be entitled to a sum of \$500 for each violation pursuant to California Civil Code Section 1671, as liquidated damages in lieu of terminating or suspending this Contract.

X. Nonexclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict County from acquiring similar, equal, or like goods and/or services from other entities or sources.

Y. No Payment for Services Provided Following Expiration/Suspension/Termination of Contract

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration, suspension, or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/suspension/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration/suspension/termination of this Contract.

Z. Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one business day, give notice thereof, including all relevant information with respect thereto, to the other party.

AA. Notice of Disputes

Contractor shall bring to the attention of the Contract Manager any dispute between County and Contractor regarding the performance of services as stated

in this Contract. If the Contract Manager is not able to resolve the dispute, the Director will resolve it.

BB. Notice to Employees Regarding the Federal Earned Income Credit

Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit C).

CC. Notices

Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid with the United States Post Office and any such notice and the envelope containing the same shall be addressed to Contractor at its place of business, or such other place as may be hereinafter designated in writing by Contractor. The notices and envelopes containing the same to County shall be addressed to:

Chief, Administrative Services Division  
County of Los Angeles Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a copartner, if Contractor is a partnership; or by the president, vice president, secretary, or general manager, if Contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said Contractor shall in any case be sufficient notice.

DD. Publicity

Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publicizing its role under this Contract within the following conditions:

1. Contractor shall develop all publicity material in a professional manner.

2. During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the Contract Manager. County shall not unreasonably withhold such written consent.
3. Contractor may, without prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with County, provided that the requirements of this paragraph shall apply.

EE. Public Records Act

1. Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to this Exhibit's Record Retention and Inspection/Audit Settlement, of this Contract; as well as those documents which were required to be submitted in response to the RFP used in the solicitation process for this Contract, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records, except those documents that are marked "Trade Secret," "Confidential," or "Proprietary" and are deemed excluded from disclosure under Government Code 6250 et seq. (Public Records Act). County shall not in any way be liable or responsible for the disclosure of any such records including, with limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
2. In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "Trade Secret," "Confidential," or "Proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

FF. Record Retention and Inspection/Audit Settlement

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks, or other proof of payment, timecards, sign-in/sign-out sheets, and other time and

employment records, and proprietary data and information shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in County, provided that if any such material is located outside County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

1. In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within 30 days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
2. Failure on the part of Contractor to comply with any of the provisions of this paragraph shall constitute a material breach of this Contract upon which County may suspend or terminate for default or suspend this Contract.
3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.
4. In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided

services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subparagraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

GG. Recycled-Content Paper Products

Consistent with Board policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible under this Contract.

HH. Contractor's Employee Criminal Background Investigation

Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract.

County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation

County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

Disqualification of any member of Contractor's staff pursuant to this section shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## II. Subcontracting

The requirements of this Contract may not be subcontracted by Contractor without the advance written approval of County. Any attempt by Contractor to subcontract without the prior written consent of County may be deemed a material breach of this Contract and the County may suspend or terminate for this Contract default.

1. If Contractor desires to subcontract, Contractor shall provide the following information promptly at County's request:
  - a. A description of the work to be performed by the Subcontractor.
  - b. A draft copy of the proposed subcontract.
  - c. Other pertinent information and/or certifications requested by County.
2. Contractor shall indemnify and hold County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were Contractor employees.
3. Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.
4. County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. Contractor is responsible to notify its Subcontractors of this County right.
5. County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any subcontract and Subcontractor employees.

6. Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.
7. Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by County from each approved Subcontractor. Contractor shall ensure delivery of all such documents to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, before any Subcontractor employee may perform any work hereunder.
8. Employee Leasing is prohibited.

JJ. Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

KK. Waiver

No waiver by County of any breach of any provision of this Contract shall constitute a waiver of any other breach of said provision or of any other provision of this Contract. Failure of County to enforce at anytime, or from time to time, any provision of this Contract shall not be construed as a waiver thereof.

LL. Warranty Against Contingent Fees

1. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
2. For breach of this warranty, County shall have the right, in its sole discretion, to suspend or terminate this Contract for default, deduct from amounts owing to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

MM. Time Off for Voting

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten days before every Statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be



seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

NN. Local Small Business Enterprise Utilization

When requested by the County, the Contractor shall provide to the County via methods specified by the County, such as submission of electronic live (or dynamic) data on invoices for the prime and all subcontractors using County-designated third party software system or to a County approved website, or other means of submitting expenditure information on subcontractors, including but not limited to the following information: the name, business address and telephone number/email address of each subcontractor.

In addition, the Contractor shall be required to provide each of the specified subcontractor Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise status (i.e., whether any of the listed subcontractors are Local SBE's) and the proposed monetary amount of the work the subcontractor will perform on each Notice to Proceed. At the time of submittal of each invoice, the Contractor shall indicate, via methods specified by the County, the actual dollar amounts paid to each listed subcontractor who performed work on the project. The subcontractor may be requested to confirm receipt of the actual payment to the subcontractor by the prime.

The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure to the Contractor to comply with this Section. The parties will agree that under the current circumstances a reasonable estimate of such damages is specified in Exhibit F, Performance Requirements Summary, and that the Contractor shall be liable to the County for said amount.

If in the judgment of the Director, or his/her designee, the Contractor is deemed to be in non-compliance with the terms and obligations, the Director or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided in Exhibit F, Performance Requirements Summary, may deduct and withhold liquidated damages from County's final payment to the Contractor.

OO. Compliance with County's Zero Tolerance Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

PP. Method of Payment and Required Information

The County may, at its sole discretion, determine the most appropriate, efficient, secure, and timely form of payment for any amounts due for goods and/or services provided under an agreement or contract with the County. Proposers/Contractors further agree that the default form of payment shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

Upon contract award and at the request of the A-C and/or the contracting department, the Contractor shall provide the A-C with electronic banking and related information for the Contractor and/or any other payee that the Contractor designates to receive payment pursuant to this agreement or contract. Such electronic banking and related information includes, but is not limited to: bank account number and routing number, legal business name, valid taxpayer identification number or TIN, a working e-mail address capable of receiving remittance advices and other payment related correspondence, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments. Upon contract award or at any time during the duration of the agreement or contract, a contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

QQ. Compliance with Fair Chance Employment Practices

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

RR. Compliance with the County Policy of Equity

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

## SECTION 3

### TERMINATIONS/SUSPENSIONS

A. Termination/Suspension for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of Contractor to maintain compliance with the requirements set forth in this Exhibit's Contractor's Warranty of Adherence to County's Child Support Compliance Program shall constitute a default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may suspend or terminate this Contract pursuant to this Exhibit's Termination/Suspension for Default, and pursue debarment of Contractor pursuant to Los Angeles County Code, Chapter 2.202.

B. Termination/Suspension for Convenience

1. This Contract may be suspended or terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Suspension or termination of work hereunder shall be effected by notice of suspension or termination to Contractor specifying the extent to which performance of work is suspended or terminated and the date upon which such suspension or termination becomes effective. The date upon which such suspension or termination becomes effective shall be no less than ten days after the notice is sent.
2. After receipt of a notice of suspension or termination and except as otherwise directed by County, Contractor shall:
  - a. Stop work under this Contract on the date and to the extent specified in such notice.
  - b. Complete performance of such part of the work as shall not have been suspended or terminated by such notice.
3. All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with this Exhibit's Record Retention and Inspection/Audit Settlement.
4. If this Contract is suspended or terminated, Contractor shall complete within the Director's suspension or termination date contain within the notice of suspension or termination, those items of work which are in various stages of completion, which the Director has advised the Contractor are necessary to bring the work to a timely, logical, and orderly

end. Reports, samples, and other materials prepared by Contractor under this Contract shall be delivered to County upon request and shall become the property of County.

C. Termination/Suspension for Default

1. County may, by written notice to Contractor, suspend or terminate the whole or any part of this Contract, if, in the judgment of the County:
  - a. Contractor has materially breached this Contract; or
  - b. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or
  - c. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.
2. In the event County suspends or terminates this Contract in whole or in part pursuant to this paragraph, County may procure, upon such terms and in such manner, as County may deem appropriate, goods and services similar to those so suspended or terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Contract to the extent not suspended or terminated under the provisions of this paragraph.
3. Except with respect to defaults of any Subcontractor, Contractor shall not be liable for any excess costs of the type identified in subparagraph "2" above, if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both Contractor and Subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the

Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

4. If, after County has given notice of termination or suspension under the provisions of this paragraph, it is determined by County that Contractor was not in default under the provisions of this paragraph or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination or suspension had been issued pursuant to this Exhibit's Termination/Suspension for Convenience.
5. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
6. As used herein, the terms "Subcontractor" and "Subcontractors" mean subcontractor at any tier.

D. Termination/Suspension for Improper Consideration

1. County may, by written notice to Contractor, immediately suspend or terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, extension of this Contract, or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination or suspension, County shall be entitled to pursue those same remedies against Contractor as it could pursue in the event of default by Contractor.
2. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
3. Among other items, such improper consideration may take the form of cash; discounts; services; the provision of travel, entertainment, or tangible gifts.

E. Termination/Suspension for Insolvency

1. County may suspend or terminate this Contract forthwith in the event of the occurrence of any of the following:
  - a. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code, and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code.
  - b. The filing of a voluntary or involuntary bankruptcy petition relative to Contractor under the Federal Bankruptcy Code.
  - c. The appointment of a bankruptcy Receiver or Trustee for Contractor.
  - d. The execution by Contractor of a general assignment for the benefits of creditors.
2. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

F. Termination/Suspension for Nonadherence to County Lobbyists Ordinance

Contractor, and each County lobbyist or County lobbying firm as defined in Los Angeles County Code, Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code, Chapter 2.160. Failure on the part of Contractor or any County Lobbyists or County Lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which County may in its sole discretion, immediately suspend or terminate for default of this Contract.

G. Termination/Suspension for Nonappropriation of Funds

Notwithstanding any other provision of this Contract, County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County's future fiscal years unless and until the Board appropriates funds for this Contract in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract may be suspended or terminated as of June 30 of the last fiscal year for which funds were appropriated. County will notify Contractor in writing of any such nonallocation of funds at the earliest possible date.

## SECTION 4

### GENERAL CONDITIONS OF CONTRACT WORK

A. Authority of Public Works and Inspection

The Director will have the final authority in all matters affecting the work covered by this Contract's Terms, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

B. Cooperation

Contractor shall cooperate with Public Works' forces engaged in any other activities at the jobsite. Contractor shall carry out all work in a diligent manner and according to instructions of the Director.

C. Cooperation and Collateral Work

Contractor shall perform work as directed by the Director. The Director will be supported by other Public Works personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory contract controls and conditions are maintained.

D. Equipment, Labor, Supervision, and Materials

All equipment, labor, supervision, and materials required to accomplish this Contract, except as might be specifically outlined in other sections, shall be provided by Contractor.

E. Gratuitous Work

Contractor agrees that should work be performed outside the Scope of Work indicated and without Public Works' prior written approval in accordance with this Exhibit's Amendments, such work shall be deemed to be a gratuitous effort by Contractor, and Contractor shall have no claim against County.

F. Jobsite Safety

Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State, and local occupational safety regulations. Contractor shall provide at its expense all safeguards, safety devices, and protective equipment and shall take any and all actions appropriate to providing a safe jobsite.



G. Labor

No person shall be employed on any work under this Contract who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to Public Works. Any such person shall be reassigned immediately and not again employed on Public Works' projects or providing services.

H. Labor Law Compliance

Contractor, its agents, and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California as well as all other applicable Federal, State, and local laws related to labor, including compliance with prevailing wage laws. The Contractor is responsible for selecting the classification of workers, which will be required to perform this service in accordance with the Contractor's method of performing the work and when applicable, is required to pay current prevailing wage rates adopted by the Director of the Department of Industrial Relations and will indemnify the County for any claims resulting from their failure to so comply. Contractor shall comply with Labor Code, Section 1777.5 with respect to the employment of apprentices.

I. Overtime

Eight hours labor constitutes a legal day's work. Work in excess thereof, or greater than 40 hours during any one week, shall be permitted only as authorized by and in accordance with Labor Code Section 1815 et seq.

J. Permits/Licenses

Contractor shall be fully responsible for possessing or obtaining all permits/licenses, except as might be specifically outlined in other sections, from the appropriate Federal, State, or local authorities relating to work to be performed under this Contract.

K. Prohibition Against Use of Child Labor

1. Contractor shall:

- a. Not knowingly sell or supply to County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment.
- b. Upon request by County, identify the country/countries of origin of any products, goods, supplies, or other personal property Contractor sells or supplies to County.

- c. Upon request by County, provide to County the manufacturer's certification of compliance with all international child labor conventions.
  - d. Should County discover that any products, goods, supplies, or other personal property sold or supplied by Contractor to County are produced in violation of any international child labor conventions, Contractor shall immediately provide an alternative, compliant source of supply.
2. Failure by Contractor to comply with provisions of this paragraph will constitute a material breach of this Contract and will be grounds for immediate suspension or termination of this Contract for default.

L. Public Convenience

Contractor shall conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which the work is being performed.

M. Public Safety

It shall be Contractor's responsibility to maintain security against public hazards at all times while performing work at 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 Materials and Equipment

Contractor shall not store material or equipment at the jobsite, except as might be specifically authorized by this Contract. County will not be liable or responsible for any damage, by whatever means, or for the theft of Contractor's material or equipment from any jobsite.

R. Transportation

County will not provide transportation to and from the jobsite and will not provide travel around the limits of the jobsite.

S. Work Area Controls

1. Contractor shall comply with all applicable laws and regulations. Contractor shall maintain work area in a neat, orderly, clean, and safe manner. Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite will be subject to the Contract Manager's approval.
2. Contractor shall be responsible for the security of any and all of Public Works/County facilities in its care. Contractor shall provide protection against vandalism and accidental and malicious damage, both during working and nonworking hours.

T. County Contract Database/CARD

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

## SECTION 5

### INDEMNIFICATION AND INSURANCE REQUIREMENTS

#### A. Independent Contractor Status

1. This Contract is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
2. Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
3. Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.

#### B. Indemnification

Contractor shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers ("County Indemnities"), from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract except for loss or damage arising from the sole negligence or willful misconduct of the County Indemnities. This indemnification also shall include any and all intellectual property liability, including copyright infringement and similar claims

#### C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by this Exhibit's Section 5.B (above), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers from and

against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including, but not limited to, injury or death to employees of Contractor, its Subcontractors or County, attributable to any alleged act or omission of Contractor and/or its Subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify, and hold harmless County includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of County. County may deduct from any payment otherwise due Contractor any costs incurred or anticipated to be incurred by County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this paragraph and paragraph F of this Section. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.
2. Evidence of Coverage and Notice to County - A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
  - a. Renewal Certificates shall be provided to County not less than ten days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
  - b. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this

Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding \$50,000.00, and list any County-required endorsement forms.

- c. Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a noncomplying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- d. Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles  
Department of Public Works, Administrative Services Division  
P.O. Box 1460  
Alhambra, California 91802-1460  
Attention of: Contract Analyst (noted in the RFP Notice)

- e. Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third-party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

- 3. Additional Insured Status and Scope of Coverage - The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers as an additional insured, even if they exceed the County's

minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

4. Cancellation of or Changes in Insurance: Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least 10 days in advance of cancellation for nonpayment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.
5. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.
6. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.
7. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.
8. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
9. Subcontractor Insurance Coverage Requirements: Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of

insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, Volunteers, and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

10. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
11. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three years following Contract expiration, termination, or cancellation.
12. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.
13. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.
14. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements, and captive insurance to satisfy the Required Insurance provisions. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers shall be designated as an Additional Covered Party under any approved program.
15. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.



E. Compensation for County Costs

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

F. Insurance Coverage Requirements

1. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

2. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or nonowned autos, as each may be applicable.
3. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor is a temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than 30 days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any Federal workers or workmen's compensation law or any Federal occupational disease law.

## SECTION 6

### CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible Contractors.

B. Chapter 2.202 of the County Code

Contractor is hereby notified that, in accordance with Chapter 2.202 of County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Contract, debar Contractor from bidding or proposing on, being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and suspend or terminate any or all existing contracts Contractor may have with County.

C. Nonresponsible Contractor

County may debar a Contractor if the Board finds, in its discretion, that Contractor has done any of the following: (1) violated any term of a contract with County or a nonprofit corporation created by County; (2) committed an act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against County or any other public entity.

D. Contractor Hearing Board

1. If there is evidence that Contractor may be subject to debarment, Public Works will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before Contractor Hearing Board.
2. Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board will prepare a tentative proposed decision, which shall contain a recommendation

regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.
5. Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.
6. Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

E. Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

## SECTION 7

### COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

#### A. Jury Service Program

This Contract is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

#### B. Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employee deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for County under this Contract, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of

"Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

4. Contractor's violation of this Section of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

A. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://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](http://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 in Form LW-3, Living Wage Rate Annual Adjustments, 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.
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 or part-time services to Contractor, which is 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 the 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 the exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by County, Contractor shall immediately be required to pay the living wage for the remaining term of this Contract, including any option period.

5. For purposes of Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) with respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time; and 2) with respect to travel by an Employee between County facilities that are subject to two different Contracts between Contractor and County (of which both Contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time.

C. Contractor's Submittal of Certified Monitoring Reports

Contractor shall submit to County certified monitoring reports at a frequency instructed by County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked and the hourly wage rate paid for each of its Employees. All certified monitoring reports shall be submitted on forms provided by County or any other form approved by County, which contains the above information. County reserves the right to request any additional information it may deem necessary. If County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers,



shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

D. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of this Contract, if Contractor becomes aware of any labor law/payroll violations or any complaint, investigation, or proceeding ("claim") concerning any alleged labor law/payroll violation (including, but not limited to, any violation or claim pertaining to wages, hours, and working conditions, such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), Contractor shall immediately inform County of any pertinent facts known by Contractor regarding the same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of Contractor's Contract with County, but instead applies to any labor law/payroll violation or claim arising out of any of Contractor's operation in California.

E. County Auditing of Contractor Records

Upon a minimum of 24 hours' written notice, County may audit, at Contractor's place of business, any of Contractor's records pertaining to this Contract, including all documents and information relating to the certified monitoring reports. Contractor is required to maintain all such records in California until the expiration of five years from the date of final payment under this Contract. Authorized agents of County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

F. Notifications to Employees

Contractor shall place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's Employees are working. Contractor shall also distribute County-provided notices to each of its Employees at least once per year. Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

G. Enforcement and Remedies

If Contractor fails to comply with the requirements of this Section, County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.

1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to County

after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. **Withholding of Payment:** If Contractor fails to submit accurate, complete, timely, and properly certified monitoring reports, County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
  - b. **Liquidated Damages:** It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient including, but not limited to, being late, inaccurate, incomplete, or uncertified, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until County has been provided with a properly prepared, complete, and certified monitoring report. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
  - c. **Termination/Suspension:** Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.
2. **Remedies for Payment of Less Than the Required Living Wage:** If Contractor fails to pay any Employee at least the applicable hourly living wage rate; such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. **Withholding Payment:** If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, County may withhold from any payment otherwise due to Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. County may withhold said amount until Contractor has satisfied County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
  - b. **Liquidated Damages:** It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
  - c. **Termination/Suspension:** Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.
3. **Debarment:** In the event Contractor breaches a requirement of this Section, County may, in its sole discretion, bar Contractor from the award of future County Contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Section 2.202, Determinations of Contractor Nonresponsibility and Contractor Debarment.

H. Use of Full-Time Employees

Contractor shall assign and use full-time Employees of Contractor to provide services under this Contract unless Contractor can demonstrate to the satisfaction of County that it is necessary to use non-full-time Employees

based on staffing efficiency or County requirements for the work to be performed under this Contract. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time Employees for services provided under this Contract unless and until County has provided written authorization for the use of same. Contractor submitted with its proposal a full-time-Employee staffing plan. If Contractor changes its full-time-Employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to County.

I. Contractor Retaliation Prohibited

Contractor and/or its Employees shall not take any adverse action, which would result in the loss of any benefit of employment, any Contract benefit, or any statutory benefit for any Employee, person, or entity who has reported a violation of the Living Wage Program to County or to any other public or private agency, entity, or person. A violation of the provisions of this paragraph may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.

J. Contractor Standards

During the term of this Contract, Contractor shall maintain business stability, integrity in employee relations, and the financial ability to pay a living wage to its employees. If requested to do so by County, Contractor shall demonstrate to the satisfaction of County that Contractor is complying with this requirement.

K. Neutrality in Labor Relations

Contractor shall not use any consideration received under this Contract to hinder or to further, organization of, or collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

## SECTION 10

### SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled SE 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 SE.

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 SE.

If Contractor has obtained County certification as a SE 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, Contractor shall:

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded.
2. In addition to the amount described in subdivision (1), be assessed a penalty in the amount of not more than 10 percent of the amount of this Contract.
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

SECTION 11

LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- D. If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
  - 1. Pay to County any difference between this Contract amount and what County's costs would have been if this Contract had been properly awarded.
  - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of this Contract.
  - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

SECTION 12

COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX  
REDUCTION PROGRAM

A. Defaulted Property Tax Reduction Program

This Contract is subject to the provisions of County's ordinance entitled Defaulted Property Tax Reduction Program ("Defaulted Tax Program") as codified in Sections 2.206 of the Los Angeles County Code (Exhibit E).

B. Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through any contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code, Chapter 2.206.

C. Termination for Breach of Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Failure of Contractor to maintain compliance with the requirements set forth in paragraph B, above, shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code, Chapter 2.206.

SECTION 13

DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Disabled Veteran Business Enterprise.
- C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Disabled Veteran Business Enterprise.
- D. If Contractor has obtained certification as a Disabled Veteran Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
  - 1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded.
  - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract.
  - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. Notwithstanding any other remedies in this contract, the above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.



## SECTION 14

### PREVAILING WAGES

#### A. Prevailing Wages

The services provided in this Contract constitute "public works" as defined in the California Labor Code, and is therefore subject to payment of prevailing wages, compliance monitoring and enforcement by the Department of Industrial Relations (DIR).

The Director of the DIR has established the general prevailing rate of per diem wages for each craft, classification, type of worker, or mechanic needed to execute public works and improvements. The current general prevailing wage rate determinations are available at [www.dir.ca.gov/dlsr/pwd/index.htm](http://www.dir.ca.gov/dlsr/pwd/index.htm). The Contractor is required to pay its agents and employees the applicable, current prevailing wage rate and is responsible for selecting the classification of workers required to perform this service.

The Contractor agrees to comply with the provisions of Section 1775 of the California Labor Code relating to the payment of prevailing wages, including the assessment of penalties determined by the California Labor Commissioner. Pursuant to Section 1773.2 of the California Labor Code, copies of the prevailing rate of per diem wages are on file at the County Department of Public Works, Construction Division, and will be made available for inspection by request to the Contract Manager. Future effective wage rates will be on file with the Department of Industrial Relations. The new wage rates shall become effective on the day following the expiration date of the current determinations and apply to the Contract in the same manner as if they had been included or referenced in the Contract.

#### B. Work Records

The Contractor shall comply with the requirements of Section 1812 of the Labor Code. The Contractor shall maintain an accurate written record of all employees working on the project each calendar day. The record shall include each employee's name, Social Security number, job classification, and the actual number of hours worked.

#### C. Posting of Prevailing Wage Rates

The Contractor shall comply with the provisions of Section 1773.2 of the Labor Code. The Contractor shall post a copy of the prevailing wage rates at the worksite and comply with applicable law including posting of jobsite

notices required by 8 California  
Code Reg. §16451(d):

*"This public works project is subject to monitoring and investigative activities by the Compliance Monitoring Unit (CMU) of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California. This Notice is intended to provide information to all workers employed in the execution of the Contract for public work and to all contractors and other persons having access to the jobsite to enable the CMU to ensure compliance with and enforcement of prevailing wage laws on public works projects.*

*The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate jobsite posting of minimum prevailing rates required to be maintained by the public entity, which awarded the public works Contract. Complaints concerning nonpayment of the required minimum wage rates to workers on this project may be filed with the CMU at any office of the Division of Labor Standards Enforcement (DLSE).*

*Local Office Telephone Number:*

*Division of Labor Standards Enforcement Office  
320 West Fourth Street, Suite 450  
Los Angeles, CA 90013  
(213) 620-6330*

*Complaints should be filed in writing immediately upon discovery of any violations of the prevailing wage laws due to the short period of time following the completion of the project that the CMU may take legal action against those responsible.*

*Complaints should contain details about the violations alleged (for example, wrong rate paid, not all hours paid, overtime rate not paid for hours worked in excess of 8 hours per day or 40 hours per week, etc.) as well as the name of the employer, the public entity which awarded the public works Contract, and the location and name of the project.*

*For general information concerning the prevailing wage laws and how to file a complaint concerning any violation of these prevailing wage laws, you may contact any DLSE office. Complaint forms are also available at the Department of Industrial Relations website found at [www.dir.ca.gov/dlse/PublicWorks.html](http://www.dir.ca.gov/dlse/PublicWorks.html).*"

D. Certified Payroll Records

The Contractor shall comply with the requirements of Section 1776 of the Labor Code. Contractor and Subcontractors, if any, must furnish certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commission.

E. Subcontractor

Subcontractors, if any, must comply with all prevailing wage requirements as provided in this Section.



Department of the Treasury  
Internal Revenue Service

## Notice 1015

(Rev. December 2017)

### Have You Told Your Employees About the Earned Income Credit (EIC)?

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#### 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 whose wages 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 2017 are less than \$53,930 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 give an employee a Form W-2 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 you give an employee a substitute Form W-2, but it 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, 2018.

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 download copies of the notice at [www.irs.gov/FormsPubs](http://www.irs.gov/FormsPubs). Or you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to order it.

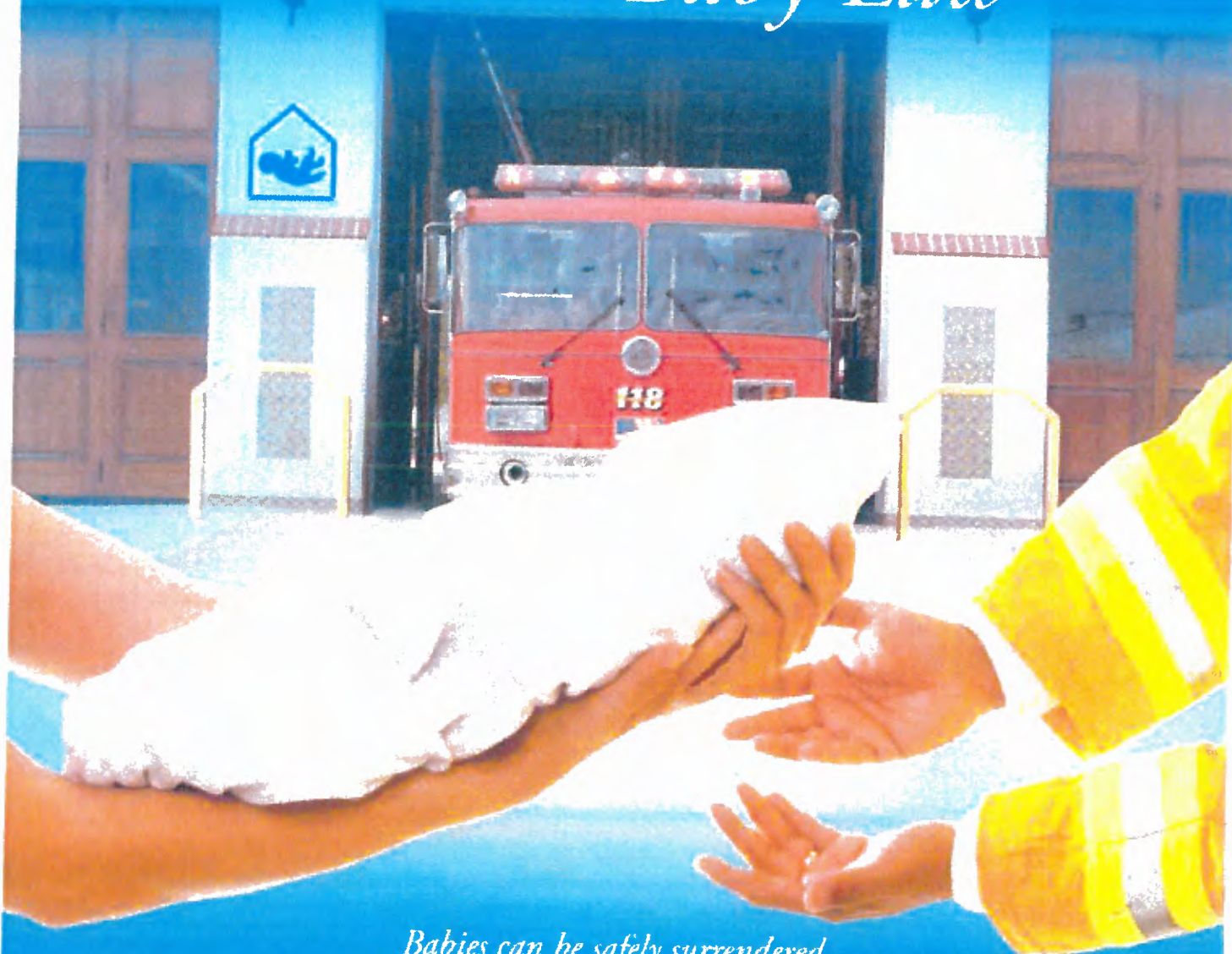
#### How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

#### How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2017 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2017 and owes no tax but is eligible for a credit of \$800, he or she must file a 2017 tax return to get the \$800 refund.

# *Safely* Surrendered *Baby Law*



*Babies can be safely surrendered  
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

*Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.*

## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

## What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

## Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

## Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

## What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

## What happens to the parent or surrendering adult?

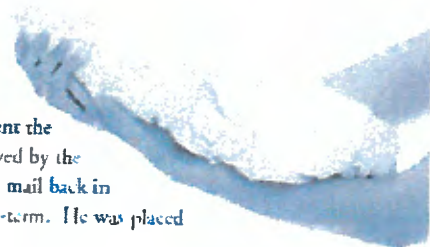
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

**Sin pena. Sin culpa. Sin nombres.**

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregó recibirá un brazalete igual.

## ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) de Condado de Los Angeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

## ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindará atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

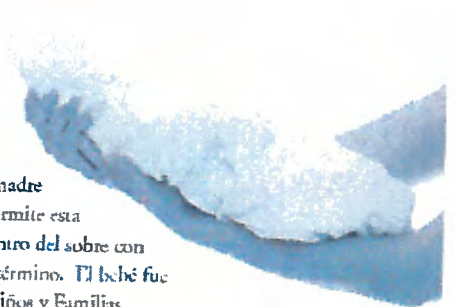
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto servía como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.





**Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and Contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

**2.206.010 Findings and declarations.**

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from Contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a Contract or agreement with the County.
- B. "County" shall mean the County of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the Contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.030 Applicability.**

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended Contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.040 Required solicitation and Contract language.**

All solicitations and all new, renewed, extended, and/or amended Contracts shall contain language, which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded Contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new Contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing Contract, and failure to cure the breach within ten days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the Contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.050 Administration and compliance certification.**

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new Contract, or renewal, extension or amendment of an existing Contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in

payments due under any approved payment arrangement (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.060 Exclusions/Exemptions.**

- A. This chapter shall not apply to the following Contracts:
1. Chief Executive Office delegated authority agreements under \$50,000;
  2. A Contract where Federal or State law or a condition of a Federal or State program mandates the use of a particular Contractor;
  3. A purchase made through a State or Federal Contract;
  4. A Contract where State or Federal monies are used to fund service-related programs including, but not limited to, voucher programs, foster care, or other social programs that provide immediate direct assistance;
  5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement;
  6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process;
  7. Program agreements that utilize Board of Supervisors' discretionary funds;
  8. National Contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
  9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and intermember with existing supplies, equipment, or systems maintained by the County pursuant to the Los Angeles Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision;
  10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.6.0 or a successor provision;
  11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision;

12. A nonagreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual Section P-0900 or a successor provision;
  14. Other Contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.070 Enforcement and remedies.**

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County Contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the Contract may do one or more of the following:
  1. Recommend to the Board of Supervisors the termination of the Contract; and/or,
  2. Pursuant to Chapter 2.202, seek the debarment of the Contractor; and/or,
  3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.080 Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

**Bid Submission Instructions**

1. Public Works will send an Invitation for Bids (IFB) to all Qualified Contractors. Public Works, in its sole discretion, may send the IFB to Qualified Contractors via email or other electronic methods.
2. In order for the bid to be considered responsive and responsible, Qualified Contractors shall comply with all requirements of the IFB.
3. IFB may request the Qualified Contractors to meet additional Minimum Mandatory Requirements that were not part of the Statement of Qualifications and/or provide information that the Minimum Mandatory Requirements, which was satisfactorily met by the Qualified Contractor at the time of SOQ submission, is still valid.
4. IFB will include a job-specific Scope of Work and related exhibits, if applicable.
5. IFB may mandate that all Qualified Contractors attend a mandatory walk-through.
6. IFB will include a comprehensive Form PW-2, Schedule of Prices, for the work identified.
7. Contractor shall submit a sealed bid prior to the deadline indicated in the IFB as well as any additional licenses/certificates, and/or additional experience and equipment requirements. Public Works, in its sole discretion, may request that bids be submitted via email or other electronic methods.
8. In accordance with Statements of Qualifications, Part I, Section 4, Evaluation of Statement of Qualifications; Award and Execution of contract, Public Works will award a Contract to the responsive and responsible Qualified Contractor with lowest bid, adjusted, as applicable, by the Local SBE Preference, Transitional Job Opportunities Preference, Disabled Veteran Business Enterprise (DVBE) Preference, and any other additional evaluation criteria as indicated in the IFB.
9. Public Works, in its sole discretion, reserves the right to negotiate submitted bid's price, to achieve the most beneficial price for the County. The negotiation with the responsive and responsible Qualified Contractor with the lowest bid will not result in a change in the rating of the bidders.
10. If the IFB requests multiple quotations, no bid will be considered unless the bidder submits a price on all items within each category.
11. Public Works, in its sole discretion, reserves the right to cancel this IFB process at any time.

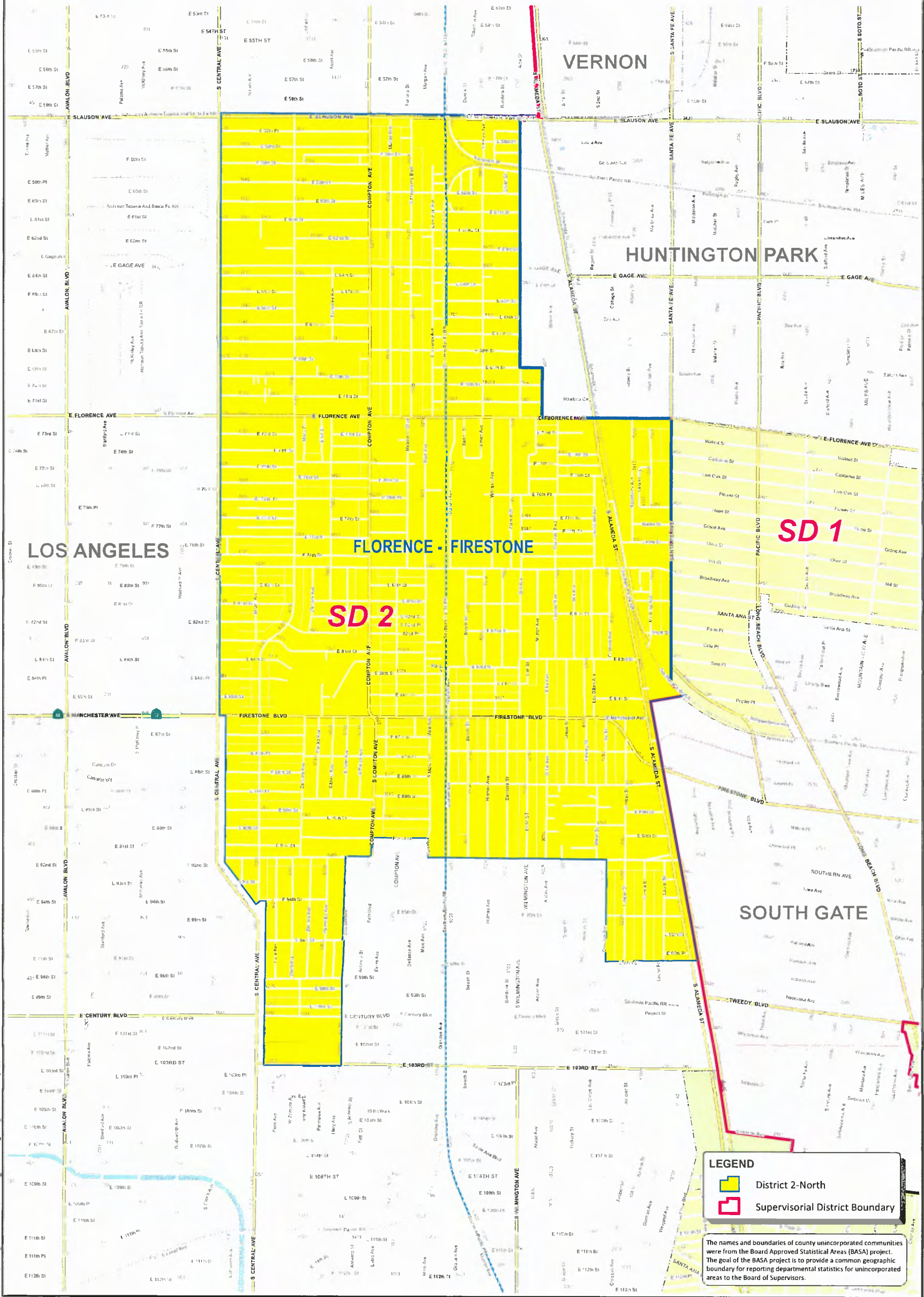


# LOS ANGELES COUNTY GRAFFITI REMOVAL SERVICES

## EXHIBIT G / DISTRICT 2-NORTH



0 600 1,200 Feet



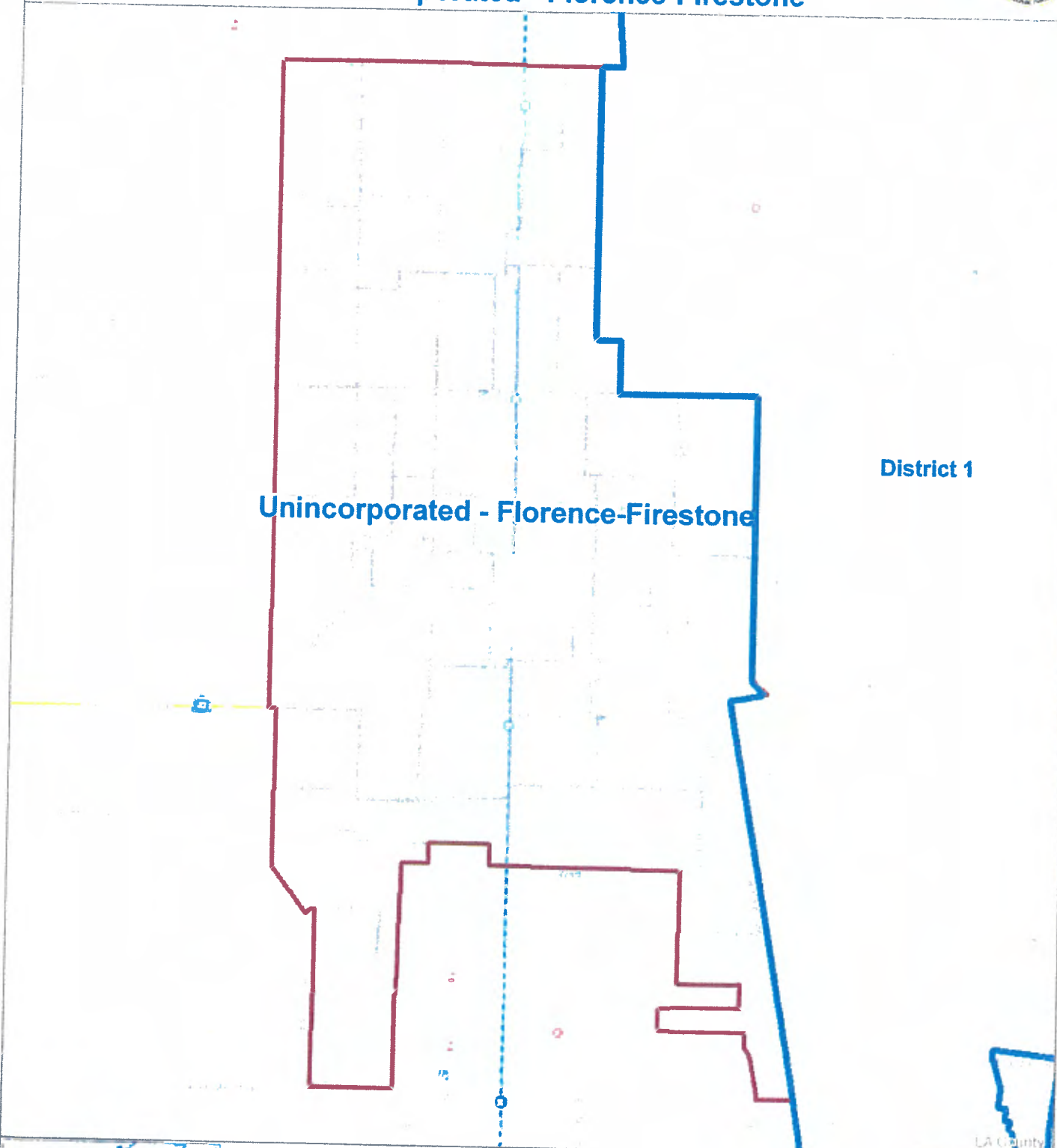
RE7: I:\new\stage\staging\GIS\Graffiti\District 2-North.mxd DATE: April 13, 2018  
 Survey/Mapping & Property Management Division, Mapping & GIS Services Section



# Board Approved Statistical Areas (BASA) Project 2015

## Supervisorial District 2

### Unincorporated - Florence-Firestone



-  Supervisorial Districts
-  Unincorporated - Florence-Firestone by Census Block Groups





WOODS  
MAINTENANCE  
SERVICES, INC.

dba GRAFFITI CONTROL SYSTEMS



**COUNTY OF LOS ANGELES  
STATEMENT OF QUALIFICATIONS  
FOR GRAFFITI REMOVAL SERVICES  
(2015-SQPA002)**

April 9, 2015

Woods Maintenance Services, Inc.

dba Graffiti Control Systems

7260 Atoll Avenue

North Hollywood, California 91605

(800) 794-7384

<http://www.graffiticontrol.com>    [sales@graffiticontrol.com](mailto:sales@graffiticontrol.com)



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<u>ITEM</u>	<u>DESCRIPTION</u>
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2.	Table of Contents
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4.	Support Documents for Corporation
5.	Experience
6.	Work Plan
7.	Quality Assurance Program
8.	Subcontractors
9.	Financial Resources - <b><i>[CONFIDENTIAL – DO NOT COPY]</i></b>
10.	Licenses and Certifications
11.	Insurance
12.	Record Keeping
13.	Forms Lists (PW & LW Forms)
14.	Living Wage Ordinance
15.	Additional Information <ul style="list-style-type: none"><li>• Equipment Information</li><li>• Reference Letters</li><li>• Sample Quality Control &amp; Work Order Forms</li><li>• Sample Pictures of Before and After Graffiti Removals</li><li>• Safety Program</li><li>• Sample Photo Identification</li><li>• Write On, Right Off™ screen shots of smart phone and web application</li></ul>

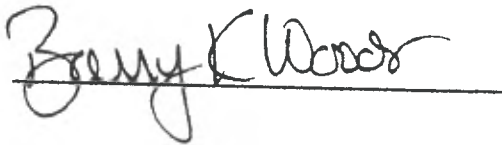
### 3. LETTER OF TRANSMITTAL

The undersigned hereby declares that he is the Contractor submitting the attached proposal and is duly authorized by Woods Maintenance Services, Inc., DBA 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 B, C33, C27, C61/D38, C61/D52, C61/D31, C61/D49, C61/D63, and HAZ classifications, and expires October 31, 2015.

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     [bkw@graffiticontrol.com](mailto:bkw@graffiticontrol.com)**

**Jeff Woods – General Manager**

**(818) 764-2515     [jwoods@graffiticontrol.com](mailto:jwoods@graffiticontrol.com)**

Date **March 18, 2015**

Federal Employer ID # **95-4643637**

CSLB License # **741322**

## 4. SUPPORT DOCUMENTS FOR CORPORATION

**State of California**  
**Secretary of State**  
CERTIFICATE OF STATUS

ENTITY NAME:

WOODS MAINTENANCE SERVICES, INC.

FILE NUMBER: C1983206  
FORMATION DATE: 04/25/1997  
TYPE: DOMESTIC CORPORATION  
JURISDICTION: CALIFORNIA  
STATUS: ACTIVE (GOOD STANDING)

I, ALEX PADILLA, Secretary of State of the State of California,  
hereby certify:

The records of this office indicate the entity is authorized to  
exercise all of its powers, rights and privileges in the State of  
California.

No information is available from this office regarding the financial  
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate  
and affix the Great Seal of the State of  
California this day of March 10, 2015.

A handwritten signature in cursive script, appearing to read "Alex Padilla".

ALEX PADILLA  
Secretary of State

TPP



# State of California Secretary of State

S

## Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

**IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM**

F391138

**FILED**

In the office of the Secretary of State  
of the State of California

FEB-02 2015

**1. CORPORATE NAME**

WOODS MAINTENANCE SERVICES, INC.

**2. CALIFORNIA CORPORATE NUMBER**

C1983206

This Space for Filing Use Only

**No Change Statement** (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.

If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 17.

**Complete Addresses for the Following** (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY	STATE	ZIP CODE
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE
6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4	CITY	STATE	ZIP CODE

**Names and Complete Addresses of the Following Officers** (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

7. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
8. SECRETARY	ADDRESS	CITY	STATE	ZIP CODE
9. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE

**Names and Complete Addresses of All Directors, Including Directors Who are Also Officers** (The corporation must have at least one director. Attach additional pages, if necessary.)

10. NAME	ADDRESS	CITY	STATE	ZIP CODE
11. NAME	ADDRESS	CITY	STATE	ZIP CODE
12. NAME	ADDRESS	CITY	STATE	ZIP CODE

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

**Agent for Service of Process** If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS

15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE

**Type of Business**

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION

17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

02/02/2015

BARRY K WOODS

PRESIDENT

*Barry K. Woods*

DATE

TYPE/PRINT NAME OF PERSON COMPLETING FORM

TITLE

SIGNATURE



State of California  
Secretary of State



STATEMENT OF INFORMATION  
(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00. If amendment, see instructions.

IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

This Space For Filing Use Only

1. CORPORATE NAME (Please do not alter if name is preprinted.)

S

C1983206  
Woods Maintenance Services, Inc.

DUE DATE:

NO CHANGE STATEMENT (Not applicable if agent address of record is a P.O. Box address. See instructions.)

2.  If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 16.

If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement has been previously filed, this form must be completed in its entirety.

COMPLETE ADDRESSES FOR THE FOLLOWING (Do not abbreviate the name of the city. Items 3 and 4 cannot be P.O. Boxes.)

3. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY	STATE	ZIP CODE
7260 Atoll Avenue	North Hollywood	CA	91605
4. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE
		CA	
5. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 3	CITY	STATE	ZIP CODE

NAMES AND COMPLETE ADDRESSES OF THE FOLLOWING OFFICERS (The corporation must have these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

6. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
Barry K. Woods	7260 Atoll Avenue	North Hollywood	CA	91605
7. SECRETARY/	ADDRESS	CITY	STATE	ZIP CODE
Diane W. Woods	7260 Atoll Avenue	North Hollywood	CA	91605
8. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
Diane W. Woods	7260 Atoll Avenue	North Hollywood	CA	91605

NAMES AND COMPLETE ADDRESSES OF ALL DIRECTORS, INCLUDING DIRECTORS WHO ARE ALSO OFFICERS (The corporation must have at least one director. Attach additional pages, if necessary.)

9. NAME	ADDRESS	CITY	STATE	ZIP CODE
Barry K. Woods	7260 Atoll Avenue	North Hollywood	CA	91605
10. NAME	ADDRESS	CITY	STATE	ZIP CODE
11. NAME	ADDRESS	CITY	STATE	ZIP CODE

12. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and Item 14 must be completed with a California street address (a P.O. Box address is not acceptable). If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 14 must be left blank.)

13. NAME OF AGENT FOR SERVICE OF PROCESS  
Barry K. Woods

14. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE  
CA

TYPE OF BUSINESS

15. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION  
Contractor

16. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

1/25/10 Barry K. Woods President [Signature]

DATE TYPE/PRINT NAME OF PERSON COMPLETING FORM TITLE SIGNATURE



# State of California

## Secretary of State

### Confirmation of Receipt of Document/ Receipt for Payment

**IMPORTANT: Do not use the Back button on your browser. Using the Back button will result in duplicate charges being applied to your credit card.**

[Return to Main Page](#)

Transaction ID:	1016410578B2A347A-D322-3ABB-B82E-F5783821267D
Confirmation #:	095910
Charge Description	E-file Statement of Information for C1983206
Name:	Woods Maintenance Services, Inc. Jeffrey Woods
Address:	22431 Califa Street
Address Line 2	
City/State/Zip:	Woodland Hills, CA 91367
Phone:	818-716-8848
Email:	jwoods@graffiticontrol.com
Amount:	25.00
E-File Session:	2236257
AVS Response:	Y
Date/Time:	2/8/2011 7:59:23 AM

**Note: Confirmation of receipt does not constitute an approved/accepted filing. We recommend that you print or save this screen as a record of your E-file transaction and credit card payment.**

Copies of filings after submission may be requested using our [Business Entities Records Order Form](#).

If you are representing a business, we want you to be aware of a deceptive solicitation sent to many companies implying they have to go through a private, third party vendor – and pay an exorbitant fee – in order to file official documents with our office.

These solicitations are asking for fees of up to \$495 to file various documents with our office – documents that, in most cases, have a filing fee of \$25 for Statements of Information at most and \$0 for termination documents.

A Customer Alert on our website at [www.sos.ca.gov/business/be/alert-misleading-solicitations.htm](http://www.sos.ca.gov/business/be/alert-misleading-solicitations.htm)

# State of California

## SECRETARY OF STATE

### CERTIFICATE OF STATUS DOMESTIC CORPORATION

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That on the 25th day of April, 1997,

WOODS MAINTENANCE SERVICES, INC.

*became incorporated under the laws of the State of California by filing its Articles of Incorporation in this office; and*

*That no record exists in this office of a certificate of dissolution of said corporation nor of a court order declaring dissolution thereof, nor of a merger or consolidation which terminated its existence; and*

*That said corporation's corporate powers, rights and privileges are not suspended on the records of this office; and*

*That according to the records of this office, the said corporation is authorized to exercise all its corporate powers, rights and privileges and is in good legal standing in the State of California; and*

*That no information is available in this office on the financial condition, business activity or practices of this corporation.*

*IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of*

October 22, 1998



*Bill Jones*

Secretary of State





JIM JONES  
Director

County of Los Angeles  
**INTERNAL SERVICES DEPARTMENT**  
1100 North Eastern Avenue  
Los Angeles, California 90063

Telephone: (877) 669-CBES  
FAX: (323) 881-1871

*"To enrich lives through effective and caring service"*

March 05, 2014

BARRY K WOODS  
WOODS MAINTENANCE SERVICES INC  
GRAFFITI CONTROL SYSTEMS 7260 ATOLL AVE.  
NORTH HOLLYWOOD, CA 916054104

Vendor #: 05696501

Dear BARRY K WOODS:

Congratulations! Your business is now certified as a Local Small Business Enterprise (LSBE) with the County of Los Angeles effective as of the date of this letter. Your Local SBE certification expiration date is based on your State of California SB certification which expires on April 30, 2016.

Your business is eligible for the Local SBE Preference Program consideration in those County of Los Angeles solicitations which include the "Request for Local SBE Preference Program Consideration" form. You must complete the form and provide your Vendor Number in your bid/proposal for each response to receive the preference.

Additionally, the Board of Supervisors established a "Countywide Small Business Payment Liaison and Prompt Pay Program". As a certified Local SBE, your company is now eligible for a 15-day prompt payment. Please call the Office of Small Business at (323) 881-3964 to make an appointment to receive your free Prompt Payment Stamp and instructions.

The County of Los Angeles Office of Small Business reserves the right to request additional information and/or conduct an on-site visit to verify any documentation submitted by the applicant. If there are any changes in the State of California Office of Small Business and DVBE Certification (OSDC) SBE status, ownership, control of the firm or principal place of business during the certification period, you are required to notify this office and the OSDC immediately.

Again, congratulations on your certification. If you have any questions about the Local SBE Program, visit our website at <http://osb.lacounty.gov> or call the Local SBE Customer Service at (877) 669-CBES.

Sincerely,

JIM JONES  
DIRECTOR

A handwritten signature in black ink, appearing to read "Debbie Cabreira-Johnson".

DEBBIE CABREIRA-JOHNSON  
Program Director

JJ:DCJ/ct

## **5. EXPERIENCE**

### ***COMPANY BACKGROUND***

Attached is our response to the Los Angeles County Department of Public Works Request For Statement of Qualifications for providing graffiti removal services (2015-SQPA002) within the County of Los Angeles. In accordance with the Minimum Mandatory Requirements of the RFSQ, Woods Maintenance Services, Inc., dba, Graffiti Control Systems is licensed by the Contractors State License Board with a B, C33, C27, C61/D38, C61/D52, C61/D31, C61/D49, C61/D63, and HAZ classifications, active and current, has a managing employee with nearly 40 years experience in providing graffiti removal services, and will not employ the use of any subcontractors.

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 abatement 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.

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. When the company was created, we knew immediately that in order to have a successful business, we would need to not only work harder than everyone, we would need to work better. To that end Woods Maintenance Services, Inc. has always thought about how we can provide the most value to the client, while also trying to anticipate our clients' future needs and requirements. In 1975, 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. As we became more and more experienced and skilled, those future needs came sooner than we were expecting. However, because we have always adhered to the edict that our most important assets

are our staff and our clients, we were able to adapt to what our clients' work needs required and what services our staff was capable of providing. This way of thinking and operating continues to this day, and is the primary reason we have continued to be successful as we approach our 40<sup>th</sup> Anniversary.

In 1976 the company grew to include landscape and irrigation 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.

Woods Maintenance Services was also one of the first private contractors to perform weed, vegetation and debris removal along active and inactive railroad right of ways, as well as freeways and flood control channels. In fact, we were the first contractor to employ the use of street sweepers in the flood control channels to assist crews with trash removal. We performed these services for multiple Southern California transit authorities, including Metrolink, OCTA, SCRRA, and MTA, and for other public agencies including CalTrans and the Los Angeles County Department of Public Works

As graffiti increased throughout Los Angeles and the 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. Not wanting the future to pass us by, we have created our own web and smartphone application for graffiti removal, tracking, and reporting services—Write On, Right Off™—which is available for free for all contract cities, agencies, and the public at large.

Graffiti Control Systems' sister company, Hydro Pressure Systems, is one of the largest licensed pressure washing contractor in the state, and for nearly 40 years has been performing all manner of exterior maintenance for both public and private sector clients throughout California.

Graffiti Control Systems presently has multiple contracts with the City of Los Angeles to perform multiple maintenance services in widespread areas of the city. Under the auspices of the Street Maintenance Department within the Board of Public Works, GCS regularly pressure washes the following tunnels: LAX (Sepulveda Tunnel), Van Nuys Airport (Sherman Way Tunnel), the 2nd Street Tunnel (Downtown LA), and the Mulholland Tunnel (near the 405). In addition to our long standing contract with the Office of Community Beautification for citywide graffiti removal, we also provide graffiti removal and pressure washing services for the Los Angeles City Public Libraries. For the City of Glendale, we were contracted to handle the street sweeping and sidewalk cleaning along Brand Avenue, adjacent to the Americana. In partnership with CalTrans and MTA, GCS performed emergency Tunnel Cleanings for the multiple tunnels on the northbound 110 Freeway between Downtown LA and the 5 Freeway. GCS has swept and pressure 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.

Fourteen years ago, our company was awarded and has been performing under an LA 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 pressure washed 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, as well as the primary vendor for the 1984 Olympics, the LAX Terminal Jetway cleaning, and the Democratic National Convention in 2000. We also served as a subcontractor for Kiewit on their 405 Sepulveda Pass Project for both Carmageddon I and II to abate graffiti and paint out the temporary k-rails.

At present, Graffiti Control Systems is under contract with the cities of Los Angeles, Diamond Bar, Tustin, San Gabriel, Santa Monica, Arcadia, Temple City, and South Pasadena, as well as Los Angeles County. As the current contractor for the MTA we are charged with keeping all of the transit properties free of graffiti, weed, trash and debris throughout the county. Further, we also have a contract with MTA for providing landscape and irrigation maintenance services for over 179 Metro properties located throughout Los Angeles County.

With our 40th Anniversary quickly approaching, we are proud to have brought a great many "firsts" to the service industry:

- 24 hour graffiti removals upon request
- application of anti-graffiti protective coatings
- only authorized company to abate and apply protective coatings to murals within the City of Los Angeles
- first to test and utilize portable spectrophotometers in the field
- first contractor to go "green" with graffiti removal chemicals and water recovery and recycling
- instrumental in working with Armand Hammer in testing and approving the safe use of soda bicarbonate for alternative types of abatements
- first contractor to offer glass polishing for windows etched by vandals
- first contractor to use a relational database for entering, tracking and reporting graffiti incidents
- first contractor to use a real time tracking and reporting system for graffiti incidents
- first contractor to use sweeper trucks in the flood control channels to assist the crews with trash removal

Currently, most of what Woods Maintenance Services has pioneered, has been adopted by other contractors and municipal departments in monitoring their contracts.

Woods Maintenance Services has always been proud of its ability to offer and demand exceptional service from its staff. In-service training, incentives, above 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 40 years.

Cities, counties, public agencies, 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. Whether it is graffiti abatement, landscaping, 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 the immediate and professional response to any disruption to the cleanliness of the facilities it is charged with maintaining.

We feel that our staff, work plan, experience, professionalism and equipment can provide the Los Angeles County Department of Public Works with the best in Graffiti Removal Services.

**OVERVIEW OF COMPANY & STAFF**

Barry K. Woods

**OWNER/PROJECT MANAGER**

39 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.

Rene Lopez  
Enrique Lopez  
Jose Morales  
Antonio Morales  
Angel Paniagua  
Mario Acosta  
Memo Acosta  
Jeff Woods  
Josh Woods

### **PROJECT SUPERVISORS**

157 years of combined field work experience in all aspects of contract maintenance with city, county and state agencies. Create and implement new and more efficient systems of inspection and quality control procedures. On site on daily basis, handles initial calls for emergency service, and follows up upon completion. Provide daily quality control and assurance.

Doris Lemaire  
Connie Perez  
Marina Lopez

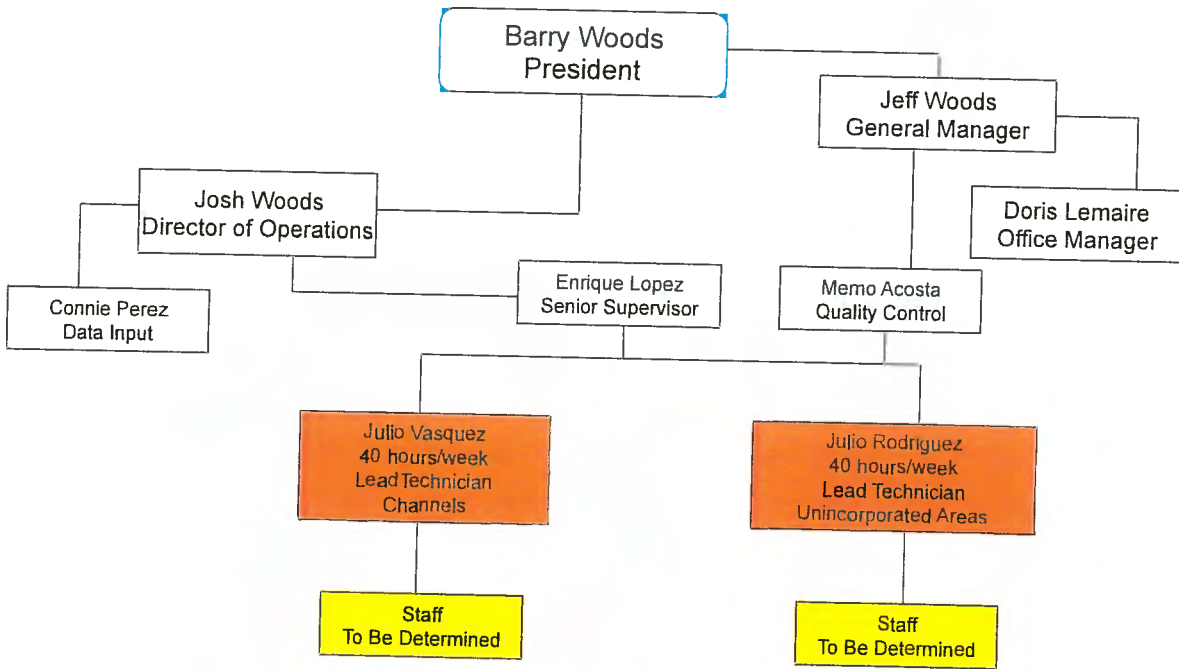
### **ADMINISTRATIVE ASSISTANTS**

41 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**

With over 140 full time employees, Woods Maintenance Services has 80 employees that have been trained as graffiti removal technicians, capable of surveying, locating, and recording graffiti sites, matching colors on-site, and painting over the vandalized areas. In addition, all are qualified and certified to operate high pressure washers for water blasting removals, and all have been trained in the safe and proper use of graffiti removal chemicals.

# WOODS MAINTENANCE SERVICES, INC. (2015-SQPA002) Organizational Chart





## **RESUMES FOR KEY STAFF**

### **BARRY K. WOODS**

#### EXPERIENCE

President 10/75 – Present  
39 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.

**JEFFREY WOODS**  
EXPERIENCE

General Manager 7/03 – Present  
Oversees staff of 140+ 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

Has direct oversight of City and County contracts, interfaces with Supervisors, and liaison with City and County contract administrators.

EDUCATION

California State University - Northridge, Northridge, California.  
Received B.S. degree in Business Management.

## Josh Woods

### EXPERIENCE

Director of Operations 1/10 – Present  
Maintain a database of all current and past contracts and representatives. Liaison with city, county, agency, and private business personnel to find better ways to conduct our various businesses. Work closely with general manager and human resource department to handle all employee issues, including hiring and scheduling. Weekly supervision of various crews in the field, including, trash and debris removal, graffiti abatement, call box maintenance, and pressure washing, to ensure quality control. Leads in-house safety and training courses with senior supervisors.

Quality Control Manager 5/09-12/09  
Spent time with each of our then 80+ employees to get their input as to how to more effectively and efficiently conduct business. Implemented inventory controls to maintain better records and avoid wasteful spending. Found new ways to cut spending on our fixed-cost items, including: using a fleet gasoline service, and subcontracting our vehicle maintenance.

### CLIENTS

Act as a representative to contract administrators in fulfilling their requests and concerns.

### EDUCATION

University of Michigan, Ann Arbor 9/89-5/93  
Bachelor of Arts---Communications

**DORIS LEMAIRE**  
EXPERIENCE

Office Manager 7/94 – 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, county, state and Federal requirements for contracts, interfaces with all Contract Managers. Supervises payroll, handles A/R and A/P. Schedules meetings with County for certified payroll interviews. Receives, assigns, and verifies all Work Orders from the County. 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.  
Notary Public since 1996.

Below are the resumes of a sampling of employees that can be assigned to County projects:

**Enrique Lopez, Senior Regional Supervisor**

- 24 years with the company
- Senior Regional Supervisor for past 8 years, supervisory areas include: LA County, including Whittier Blvd Enhanced Maintenance, Florence-Firestone Enhanced Maintenance and Graffiti Abatement, Los Angeles City UNTAG program
- Prior jobs include: senior crew supervisor-Florence-Firestone Zone 1C and 2A graffiti contract, senior supervisor-West Area Flood graffiti contract, crew supervisor-LA City graffiti contract, lead graffiti abatement technician-LA City graffiti contract
- Trains all new graffiti abatement technicians in proper safety procedures, various abatement techniques, including painting, color matching, chemical removal, and pressure washing/sand-blasting
- Supervises field staff of nearly 30
- Our first employee to beta test the TAGRS graffiti tracking program in the field
- Meets regularly with contract managers and local merchants to get input for making operations more efficient
- Successfully handles client/constituent concerns
- Leads weekly tailgate meetings for the crews under his supervision
- Responsible for ordering necessary paints, chemicals and sundry items for crews
- Hires, disciplines, promotes firm staff
- Numerous Company-wide awards. Multiple time winner of Best Graffiti Abatement Technician
- Bilingual

**Education:**

- Oaxaca, Mexico—Undergraduate coursework
- Pierce College—Small Machine Engine Repair 1996
- LA Valley College—Principles of Management 1999

**Guillermo “Memo” Acosta, Field Quality Supervisor**

- 14 years with the company
- Field Quality Supervisor since 2011
- Responsible for firm-wide quality control
- Supervisor since 2008
- Formerly supervised San Gabriel, Temple City, Arcadia, LA County Zone 5B (Castaic), and MTA graffiti contracts
- Cross-trained in every facet of our business
- Skilled painter, color matcher, pressure washer and sand blaster
- TAGRS experience for 3 years
- Has experience working with every crew at the firm
- Extremely valuable employee as his skill set comprises all aspects of our firm's work
- Prior assignments include: LA County graffiti abatement-West Channels, MTA graffiti abatement, LA Safe call box maintenance
- Bilingual

Education:

- Canoga Park High School
- Pierce College—Human Relations Management 2009

### **Julio Vasquez, Lead Technician**

- 4 years with the company
- Promoted in 2012 to lead technician for one of our LA County graffiti abatement contracts—West Area Flood Facilities (precursor to this contract)
- Previous assignments include: City of West Hollywood graffiti abatement technician
- Skilled in all graffiti abatement techniques, including painting, color matching, chemical removal, and pressure washing/sand blasting
- Proactive technician who seeks out more efficient ways to handle abatements within his territory
- Trained and versed on TAGRS application
- Works and communicates with neighborhood merchants on regular basis to stay abreast of happenings in his area
- By hard work and dedication has made himself an integral part of the company
- Awarded employee of the month in March 2012, October 2013
- Skilled in small machine repair
- Bilingual

### Education:

- Lima, Peru –General Studies
- LA Valley College—Machine Shop and Vocational Education Courses 2008

### **Julio Rodriguez, Lead Technician**

- 5+ years with the company
- Promoted in 2012 to lead technician for one of our LA County enhanced maintenance contracts—Whittier Boulevard
- Previous assignments include: MTA Graffiti Abatement, LA County Flood Control Channels Graffiti Abatement
- Skilled in all graffiti abatement techniques, including painting, color matching, chemical removal, and pressure washing/sand blasting
- Proactive technician who seeks out more efficient ways to handle abatements within his territory
- Trained and versed on TAGRS application
- Works and communicates with neighborhood merchants on regular basis to stay abreast of happenings in his area
- By hard work and dedication has made himself an integral part of the company
- Awarded employee of the month in October 2011, July 2014
- Skilled in small machine repair
- Bilingual

### **Education:**

- Van Nuys High School
- Heat and Illness Prevention Program
- Metro Rail Safety trained



Should we be awarded Graffiti Removal Services contracts that arise from this RFSQ, GCS will assign only experienced technicians to work on our crews. All technicians will have extensive experience in painting and graffiti abatement on other crews and will know how best to deal with the day-to-day operations of these contracts. In addition, they will all have clean driving records.

If awarded a contract, the personnel that will be assigned to this project shall not be removed or replaced without the prior written consent of the County. Please see organization chart at the end of this section.

### ***PRIOR EXPERIENCE***

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 \$3,000,000 with the majority being in the \$500,000 to \$800,000 range. Should more exacting figures be required, we will be happy to provide them.

### **Graffiti Removal, Abatement, Coatings and Maintenance**

County of Los Angeles

- Maintenance of South Los Angeles Zero Tolerance (1C & 2A)
- Maintenance of the Castaic Area Zero Tolerance (5B)
- Maintenance of the Malibu Area Zero Tolerance (3A)
- Maintenance of E. Whittier Blvd Zero Tolerance (1F)
- Maintenance of North San Gabriel Valley (Zero Tolerance)
- Maintenance of East and South San Gabriel (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 Los Angeles

Maintenance of all Freeway Underpasses (Zero Tolerance)

Maintenance of all City Buildings and Property (Zero Tolerance)

Mural anti-graffiti coating application and graffiti removal

Zero Tolerance Graffiti control for all of CD-9

UNTAG program to assist 13 CBO's with their abatement needs

Los Angeles Metropolitan Transportation Authority (MTA)

Maintenance of stations and facilities

Paint out of bridges and facilities

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 San Fernando

Zero Tolerance Graffiti Removal Program

City of Arcadia

Zero Tolerance Graffiti Removal Program

City of Temple City

Zero Tolerance Graffiti Removal Program

City of Santa Monica

Zero Tolerance Graffiti Removal Program

City of West Hollywood

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 – Las Vegas

Austin, Texas

Graffiti Removal for City-wide Park System

California Department of Transportation (CalTrans)

Exterior Maintenance of Trans Bay Terminal – San Francisco

Graffiti Abatement from sound walls on 405 Freeway

### **Pressure Washing / Trash Removal / Graffiti Removal Services**

County of Los Angeles

Florence Firestone Enhanced Maintenance

Whittier Boulevard Enhanced Maintenance

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

LAX and Van Nuys Airport Tunnels

Civic Center & Environs

Los Angeles Police Department Programs

General Services City Hall Restoration & Cleaning

City of Glendale

Street sweeping maintenance of Central Business District

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

### **Weed, Trash and Debris Removal - Public Rights of Way**

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, East Area, South Area

Orange County Transportation Authority

Southern California Regional Rail Authority

California Department of Transportation – Freeway right of way maintenance

Los Angeles Metropolitan Transportation Authority – Railroad right of way  
maintenance

In all of the aforementioned contract jobs, we have acted as the Prime Contractor with the awarding agency or body.

In addition to helping develop the Sidewalk Maintenance Program for Westwood Village, we have advised on, expanded, and revised specifications for all manner of these types of projects, to accomplish new sets of goals. We developed the Pilot Graffiti Removal Program for the City of National City, and have helped to write 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 our areas of expertise. Evaluating the exterior maintenance needs of a department, setting realistic but ambitious goals for improvement, and implementing improved methodologies to accomplish these goals...this is what we do best.

## **6. WORK PLAN**

With the continuation of the Zero Tolerance Program throughout the County of Los Angeles, the County is taking an aggressive and proactive stand in the war on graffiti. To this end, Graffiti Control Systems has developed its work plan to quickly attack the problem in the initial stages and to offer concentrated, speedy, and consistent service through the balance of the contract term. Graffiti Control Systems has previously held and continues to hold multi-year contracts in many areas throughout the County. Below we will detail the various types of graffiti removal services that the Los Angeles County Department of Public Works solicits for contracts.

### **INITIAL PROTOCOLS:**

#### **A. Flood Control Channels**

Graffiti Control Systems shall remove all graffiti from public surfaces, including, but not limited to, walls, inverts, abutments, pillars, fences, gates, and signs within the specific flood control facilities and channels, and then maintain those surfaces graffiti free. Graffiti Control Systems will keep ample stock of Concrete Gray paint in each of the vehicles assigned to this contract, as well as chemicals used for the graffiti removal on signs. Further, because we know from experience that not all walls are the same color, we will also stock our trucks with other colors common to the channels, including ivory white, palomino beige, and grizzler brown. Upon notification by county personnel, via email notification from GARS, as well as through our daily surveying in the channels themselves, Graffiti Control Systems shall abate all graffiti within 48 hours, though, as we have proven in the past with contracts in the West and South Areas, our timeframe for removal is typically within one business day. During times of inclement weather or where circumstances exist beyond Contractors' control, such abatements may require a longer time frame. In order for the Contractor to handle all problems, reports, and incidents in the shortest time frame possible, all personnel staffed to this contract shall be immediately reachable by cell phone and are required to communicate with their supervisor or office staff every two hours for any urgent or immediate needs.

Whatever the number of crews the county will require for any resulting contract, these crews will be dispatched daily from our office, and combined, will hit each of the channels, creeks, pump stations, yards, debris basins, public drains, spreading grounds, and other flood facilities during the week. Work orders will be responded to in accordance with this schedule unless it is an emergent situation that requires immediate removal. All hot spots will be visited twice per week, or more as necessity dictates. As we have shown through the course of our work in the West Area, Graffiti Control Systems is proactive and removes much of the graffiti in the channels before it has even been reported via GARS or constituent request. The technicians who will be conducting the daily operations in the flood control channels will all be experienced graffiti removal technicians. Due to the sensitive nature of working in the channels, and the fact that Graffiti Control Systems has vast experience in providing these services, Julio Vasquez would likely be chosen as lead technician for this project, should we be awarded any contract. Julio has all the requisite skills to perform exceptionally on this project, including working as our lead technician on our most recent West area contract. Julio has been a graffiti abatement technician for the firm for over 4 years and in this capacity has become proficient in abating graffiti via paint-out, color matching, chemical removal and water/sand blasting. He has proven himself to be an exceptional worker and dedicated employee. Because Julio has worked in the channels for a number of years, GCS is intimately familiar with the "hot spots" and "trouble areas" where taggers like to continually do their damage. Any addition of channels and other facilities to future contracts will provide our company with the opportunity to perform an all-out blitz at the onset of these additions—removing all graffiti, and noting the speed and frequency of the follow along tags. By creating these notes, GCS will quickly be able to assess which of these new areas require more frequent surveying.

As Julio's co-workers, Graffiti Control Systems will choose from our roster of experienced technicians. Because working in the channels is different from working in the streets, Graffiti Control Systems will assign employees who have the requisite experience removing graffiti and who have also had experience driving in the channels and along the rights of way. Prior to commencing work, the newly assigned technicians

will be given an additional safety course by Josh Woods and Enrique Lopez on navigating in the channels and along the rights of ways, and when it is safe or unsafe to work inside the flood areas. Site visits to the individual channels will be made with Josh and Enrique to show how and where to safely enter and exit the channels, and which type of inverts can be safely navigated and which cannot.

As we have found, from our years of experience in the channels, over 90% of the work in the flood control channels is paint-out, and therefore all vehicles assigned to flood control graffiti contracts are outfitted with a professional grade airless sprayer, the various paint colors, extra buckets, extra hoses, brushes, rollers, and other sundry items requisite to performing these tasks. For every 3 vehicles we have in the flood control channels, we will provide one pressure washing machine so that we can always be prepared for any time of abatement that is required. Certainly, if only 1 or 2 crews are required, we will always have a minimum of 1 pressure washing machine at the ready.

#### **B. Unincorporated Areas within Los Angeles County**

In order to properly manage any unincorporated county areas that make up resultant contracts from this RFSQ, Graffiti Control Systems will always execute an initial "blitz" that is carried out to eradicate any existing graffiti. Once the existing graffiti is removed in this initial blitz, Graffiti Control Systems will maintain these areas graffiti free. As many crews as are necessary will be assigned to this task at the outset, especially in those areas where the current contractor may have been somewhat negligent. These areas will be brought up to the standard that is in accordance with GCS' history of working on zero-tolerance graffiti removal contracts. These areas will then be maintained in this condition throughout the term of the contract.

Self-generating surveys, as well as emailed requests through GARS will be handled with immediacy. As has been the case in our current County graffiti removal services contracts, all requests will be handled within 48 hours. However, GCS has proven time and time again, that it typically fulfills these requests within 24 hours. In fact, GCS has on many occasions fulfilled these requests within minutes of notification. All of the crews are fully equipped so that when the technician comes upon graffiti, he can



immediately remove it, regardless of the surface upon which the tag is found, the color of the surface, or the method that is required to remove it. Our crews do not notate graffiti and come back to it "later." All graffiti is removed as it is encountered in the field. All relevant information, including the type of tag, the size, and the removal method, will be notated and recorded for data entry.

At the onset of any program, each area within the contracted zone will be assessed for hot spots and other critical areas. GCS will field multiple crews in an effort to attack the graffiti head up and abate all visible incidents. Areas the previous contractor has allowed to lapse, major thoroughfares and business districts will be the primary concern. This will be quickly followed by private property, alleys and areas adjacent to public facilities that have not gotten the attention they deserve.

After cleaning the contracted unincorporated area during our "initial blitz", Graffiti Control Systems will institute its plan to best allocate the crews' time and resources to fulfill not only the requirements of the zero tolerance program, but to also insure that the best and most efficient services are provided. In our past contracts we will typically begin the second phase (post the initial blitz) by dividing our crews into geographically relevant districts. We have found that this is the best course of action at the beginning of any new contracts for a number of reasons: technicians become more efficient, quicker to respond, and have better knowledge of their specific region because that is where they spend their entire day; learn more quickly where the hot spots are; have the correct paint colors ready to go because they are always in the same area; techs become more accountable and take more pride in the quality of the work as they are seen daily and are known by the constituents in the area.

Of course, as with every contract we work on, our work plans always have to be fluid. What works in Florence/Firestone may not work in Castaic, and we want to be able to make any required or requested changes to our plan based on what we experience. Until we have work boots on the ground, we will not be able to state definitively how we are going to perfectly allocate our personnel. However, having performed graffiti

removal services for the Department in multiple locales around the County for many years, the plan we have developed is our best plan for executing the graffiti removal work for the County on Day 1. Should the facts tell us differently once we begin the actual work, we will consult with the program manager and make the necessary adjustments. No matter the situation, or the zone, if circumstances present whereby excessive graffiti rears its ugly head, we are fortunate to have the necessary cross-trained staff and excess equipment to add personnel immediately in order to abate all of the offending graffiti. Graffiti Control Systems' technicians will be in frequent contact with one another during the day, so that should a graffiti removal incident necessitate a second technician for reasons including: providing traffic control, safety hazards, second story or higher, a second technician can be summoned and will assist his co-worker with the needed aid.

Graffiti Control Systems is well versed on the GARS system and is intimately familiar with the 48-hour abatement policy that is part and parcel to the zero tolerance program. Also, having worked under various contracts with the County in the past and present, we have proven time and time again that we are extremely responsive to all requests from the County Board, constituents, and program managers. We have always responded to emergency requests immediately, 24/7/365.

Graffiti Control Systems has chosen Julio Rodriguez as its lead technician for this project, should we be awarded a resultant contract from this RFSQ. Julio has all the requisite skills to perform exceptionally on this project, including his prior work as our lead graffiti removal technician in zone 1F along Whittier Blvd. Julio has been a graffiti abatement technician for the firm for over 5 years and in this capacity has become proficient in abating graffiti via paint-out, color matching, chemical removal and water/sand blasting. He has proven himself to be an exceptional worker and dedicated employee, who listens to the constituents when they want to report an incident in the field and will follow up with them when the job has been completed. These personal interactions are another quality that set Julio and Graffiti Control Systems apart from its competition.

Julio and his co-workers will quickly assess the hot spots in these new areas by performing an all out blitz at the onset of the contract—removing all graffiti, and noting the speed and frequency of the follow along tags. By creating these notes, GCS will quickly be able to assess which of these new areas require more frequent surveying.

As Julio's co-workers, Graffiti Control Systems will choose other experienced technicians. Graffiti Control Systems will assign employees who have demonstrated exceptional skills in color matching, as these zones typically will require a technician to match dozens of colors in a week. Prior to commencing work, the newly assigned technicians will be given an additional safety course by Josh Woods and Enrique Lopez on defensive driving and safe procedures for removing graffiti in busy urban settings, as well as less frequented areas. Safety vigilance must never be taken for granted, in either urban or suburban settings.

### **ONGOING CONTRACT PROTOCOLS**

Graffiti Control Systems shall remove all graffiti from public and private surfaces within the county boundaries, and then maintain those surfaces graffiti free. Abatement crews will patrol and survey the areas per the requirements in the contract, annotating and removing graffiti as it is encountered.

All commercial thoroughfares, areas around schools, religious buildings and main arteries shall be patrolled Monday through Friday. Residential neighborhoods shall be targeted as well. Special projects or difficult to access locations may be handled on the weekend when there is less traffic and congestion.

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 into our offices 24 hours per day, and in many cases, shall be abated the same day. Emergencies are always

handled immediately, in accordance with any contract requirements. Supervisors check in with the office every two hours to obtain updates and urgent or priority assignments. Field crews and supervisors are called throughout the day, via cellular phones to update progress and review workload. It is at these times decisions are made whether to assign additional crews in a particular area.

### **The “360 DEGREE APPROACH”**

Technicians will service all requests on the major thoroughfares as well as any visible graffiti using our tried and proven 360 degree approach. The 360 approach is the performance standard we use in all of our contracts and it will be no different with these County graffiti removal contracts. Our crews have all been trained that when they remove graffiti at a request site, oftentimes there will be ancillary graffiti in the immediate environs. By turning 360 degrees from the incident, the technician can and will abate all visible graffiti. This process helps in myriad ways: additional requests will not be generated from this area; constituents will notice that our technicians are proactive and will quickly realize that we will not “leave” graffiti for later, assuring them that all graffiti will be abated; and finally, by cleaning the entire area, it shows the taggers that their work will not remain for long. The 360 degree approach is similarly used on all abatements that are found via regular survey work. When responding to a request, our crews know that more times than not the reported graffiti is only one of a handful of nearby tags. By employing this 360 degree approach, our crews are sure to remove all graffiti, not just those that are reported.

### **REMOVAL TECHNIQUES**

One of the important aspects of any graffiti program is having the knowledge and the right equipment and experience to tackle the problem. Having removed graffiti for public sector clients for over 30 years, we have more experience than anyone else in the business. Our technicians have experience removing every type of graffiti from every type of surface, and when new products come to the marketplace, GCS will test these products against what we are currently using to see if work can be done better,

faster, and more effectively with these new products. To that end, GCS 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 waster blasting. We do not use sand blasting <b><i>UNLESS</i></b> it is absolutely necessary

When painting over dark graffiti tags, our technicians will use a primer (KILZ brand) first and then will proceed with their paint-out. This prevents “ghosting” and will create the appearance of wall that shows no sign of previous graffiti. Our technicians are all equipped with airless paint sprayers and have been taught how to feather paint on to the surface to create a natural look. GCS doesn’t cover graffiti by painting out in blocks. We paint from reveal to reveal or along natural breaks in the underlying surface. Though graffiti always looks bad, when contractors paint out in mismatched blocks, the result is not in keeping with our high standards. In fact, GCS has on multiple occasions been asked to correct other contractors’ substandard work in areas where we do not have contracts because our reputation for providing exceptional service is well known in the industry.

Our technicians all carry multiple types of nozzle tips for the pressure washing wands because removing graffiti from a sidewalk requires a different tip than does removing graffiti from a tree. Smaller tip openings are more effective on hard substrates, while it

is necessary to use a wide tip nozzle on a tree, as to prevent damage to the bark. Because different locations and substrates require different techniques, all vehicles and technicians are outfitted with multiple hoses with quick connections (both pressure washing and paint sprayers), different type and size paint brushes and rollers, extension poles for rollers and sprayers, ladders and/or step stools, 1, 2, and 5 gallon buckets, and various scrubbers and rags. Further, windows or other glass features are squeegeed with water or glass cleaner after removals are completed. In all removals, our technicians will use the proper technique and product to create a surface that appears as if graffiti was never there.

### **BEST MANAGEMENT PRACTICES**

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, as well as the Los Angeles County Best Management Practices manual (BMP's). When required, 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 areas where there are not only pedestrians, but vehicles and cyclists as well.

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. Sand, 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. 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 any 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.

Graffiti Control Systems has always practiced and subscribed to the applicable BMP's for all municipal work we have undertaken. Whether it is securing a working area with cones so passersby will not inadvertently enter a work zone, or doing preventative maintenance on all our vehicles and equipment, Graffiti Control Systems know that when best management practices are followed rigorously, work is done in a safer and more efficient and effective manner.

These are the same methods and operational standards that we have utilized during the many years of maintaining many areas of the County graffiti free.

### **WORK ORDER DOCUMENTATION**

All work orders and requests for service, whether they are emailed, sent through GARS, or called into our office through our 800 line, are imputed by our office support staff. Job orders are written up, entered into our proprietary database, and tracked through the entire process until completion. In addition to standard work order documentation, LA County currently requires the use of TAGRS in many of its contracts. Graffiti Control Systems has years of experience working with TAGRS. In fact, GCS was the first private contractor to use and beta test TAGRS, and we still work very closely with the developer to make suggestions related to its applications, user options, and data storage. 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.

As stated in Section 5, Experience, Graffiti Control Systems has developed its own graffiti reporting application called Write On, Right Off™. This application is extremely user-friendly, and was created by keeping in mind all of the input that our technicians, supervisors, and management provided to the developer, based on what each of their roles are in the graffiti removal process—in the field removal, quality control, reporting capability. Unlike other proprietary applications, our application can be fully integrated with TAGRS, whereby data can be exported to the TAGRS database, though we

believe that Write On, Right Off™ can be extremely successful as a stand-alone product.

### **SURVEY & WORK PERFORMANCE**

All crews will drive through their assigned area(s) daily to assess the status and log all new incidents of graffiti and abate those incidents as they come across them. Most of the anticipated work shall be carried out between the hours of 7:00 am and 3:30 pm. When necessary the Crew Supervisor will initiate contact by securing signatures from property owners on Release and Consent forms, allowing us legal access.

### **EMERGENCY / CONTINGENCY PLAN**

Graffiti Control Systems with a staff of over 140 employees, is always able to fill in or add additional manpower to any crew in the event of an emergency or just a simple employee vacation. Nearly 60% of our employees are cross-trained just for these occurrences. We believe when a municipality is paying to have work performed, that work must be performed 100% of the time. Illnesses, vacations, emergencies and other events happen; we are always able to fulfill the commitment required by the municipality based on our training philosophy and work ethic. Should the County require additional manpower we can supply that manpower within 24 hours.

Upon award of any resultant contract, all County staff will be provided with cell phone numbers and email addresses for the supervisors and other key staff and management.

### **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 records are examined for any noticeable failings. Once the preliminary administrative work is completed, the employee is issued a company ID card, uniforms, gloves, safety goggles, hard hat,



safety vest, rubber boots, Employee Handbook, several guides to equipment and procedures, and company mobile phones. 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 eight 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) Color matching techniques
- 6) Use of chemicals, reading an MSDS, emergency procedures and BMPs
- 7) Public relations, expected behavior, image and dealing with the public
- 8) Ride along with supervisor and lead technician

The training process, both in the office with a veteran supervisor and out in the field, takes two to four weeks, before a new hire is allowed to work solo, but still supervised.

## **CONCLUSION**

In summary, Graffiti Control Systems is the best choice for any resultant contract from this RFSQ:

- Nearly 40 years in business
- Web and mobile application that can integrate directly with TAGRS
- Graffiti reports and before and after photos available via our application, that can be customized to the County’s needs and viewed in real time on smart phone or desktop
- Skilled crews with years of experience of on-site color matching
- History of providing immediate response to emergency requests
- Have provided services for no additional charges that were not required by the contract at the request of County officials
- Active ownership and management in all aspects of the business from bid process to field work

- Has always exceeded workload estimates by being proactive and not just remove graffiti based on “requests”
- No better indicator of future success than by looking at our history

## **7. QUALITY ASSURANCE PROGRAM**

Quality control is essential to any successful graffiti removal services program. Graffiti Control Systems has always self-monitored its employees and their work product. A business is only as good as its reputation, and ours has been sterling for years because we take the time to monitor our employees and, when necessary, make corrections and improvements to individual work and to company-wide techniques and methods. Below, we will describe in detail how our quality assurance program works.

### **7a) QUALITY CONTROL POLICIES & PROCEDURES**

Quality Control is one of the most important aspects to any successful company---and it is no different for our firm. From the initial training of all employees, the technicians are reminded that it is the quality and not the quantity of work performed that sets us apart from our competition. Both the Owner and General Manager of the company take active roles in quality control as well as the immediate supervisors to protect the status and reputation that our firm has earned over the last 39 years. This feedback is imperative because it helps us weed out the below par technicians as well as promote and reward the superior technicians. 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 trash and grime along the sidewalks and alleys and the graffiti in the neighborhood as well, to see that their businesses are not disrupted. 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 public agency. All vehicles carry first aid kits, fire extinguishers, MSDS sheets, and BMP protocols for the services we will be performing.

Employees are provided with uniforms by Cintas, which are serviced weekly, allowing our crews to have a clean and neat appearance, and they are additionally provided with all necessary and required safety gear for their protection. In addition, every employee, when hired, is photographed and given an employee ID that they must carry with them at all times while working.

Should Graffiti Control Systems receive a complaint from a constituent or from the County, it shall be addressed immediately. First, a supervisor will speak to all interested parties to ascertain what transpired, and, if necessary, will work to immediately rectify any situation that needs to be corrected. We will listen intently to the complaint and if fault lies with us, we will then instruct our technician on how to prevent this issue from happening in the future. Our crews have weekly tailgate meetings led by supervisors and management where we speak about the issue in which we received a complaint, in addition to our regular safety topics and work plans, and try to find better solutions to avoid encountering these problems in the future. Further, we discuss these in our monthly management debriefings and share our ideas with all of the company's supervisors enabling the company to come to a consensus about how to best proceed and how to best improve. We look at minor mistakes as opportunities to improve our work quality. If something major or significant occurs, Graffiti Control Systems will take all appropriate disciplinary steps with regard to the offending employee.

#### **7b) INSPECTION FUNDAMENTALS**

Several forms have been created over the years that help track any problems, issues or concerns (either by technician, supervisor, constituent or contract administrator) that helps us with the feedback that is needed to improve and move forward to stay a leader in the industry (see these in the "Additional Information" section). Our normal Quality Control formula is to spend approximately 1 hour per week per each technician out in the field. This does not include the time spent by the senior supervisor or the on-site supervisor in their regularly scheduled duties (i.e., overseeing the day-to-day operations and work flow). Enrique Lopez, Senior Regional Supervisor, will typically survey the contracted areas once per week to assess the quality and thoroughness of the work

being done in the channels. However, his schedule is flexible to insure that he can attend to any concerns that may arise.

In addition to the scheduled inspections made by the supervisors, the quality control supervisors and management will make unannounced, random site visits. We want to see how our crews are working when they don't think anyone is watching them. These random visits provide our firm with additional eyes on our work product and have given us much needed information which we use to constantly update our protocols in the field.

### **7c) DOCUMENTATION**

All work orders and requests for service, whether they are emailed, sent through the County's online referral system, or called into our office through our 800 line, are imputed by our office support staff. Job orders are written up, entered into our proprietary database, and tracked through the entire process until completion. Graffiti Control Systems 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.

In addition to the "honor" system, Graffiti Control Systems has supervisors out in the field seven days per week. These supervisors report to Memo Acosta, our firm wide Field Quality Supervisor. Memo Acosta has worked on various crews during his 14+ year tenure with the firm, and knows how to perform all tasks in which the firm contracts, including the graffiti removal services that are provided under this RFSQ. By having supervisors out surveying in the field, Graffiti Control Systems can verify that

staff technicians are on the job, doing what they are contracted to do and it also 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 in dash InfoTrak GPS which allow us to monitor the exact location of any of our fleet at any time. All quality control reports, work orders, and requests are kept in a file in the office for easy access for County employees to inspect. Further, files are stored in the cloud for safekeeping.

## **8. SUBCONTRACTORS**

In the performance of the work as outlined throughout this RFSQ, Graffiti Control Systems will use no subcontractors.

## 9. FINANCIAL RESOURCES

Following pages contain the financial information **[PLEASE DO NOT COPY OR RELEASE]**

Woods Maintenance Services Inc., dba Graffiti Control Systems, wants to make sure the County is aware that in addition to providing the 3 most recent years' financial statements that were compiled and reviewed by a licensed CPA and being in business continuously for nearly 40 years, we have had our employees who work on County Living Wage contracts interviewed by County officials for over 15 years, whereby they confirm via production of their pay stub that we abide by the Living Wage Ordinance and pay our employees not less than the required rate. We have always paid this rate or higher and have never been cited by the County for any violation of this ordinance.



## **10. LICENSES AND CERTIFICATIONS**



State Of California  
**CONTRACTORS STATE LICENSE BOARD**  
**ACTIVE LICENSE**



License Number **741322**

Entity **CORP**

Business Name **WOODS MAINTENANCE SERVICES  
INC DBA GRAFFITI CONTROL  
SYSTEMS**

Classifications **C61/D52 C33 C61/D38 B C61/D31  
HAZ C61/D63 C61/D49 C27**



Expiration Date **10/31/2015**

[www.cslb.ca.gov](http://www.cslb.ca.gov)



### Public Works Contractor Registration Search

This is a listing of current and active contractor registrations pursuant to Division 2, Part 7, Chapter 1(commencing with section 1720) of the California Labor Code.

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Number: ie. 1234567890

Contractor Legal Name: ie. ABC COMPANY

[Contractor License Lookup](#)

License Number: 741322

[Search](#) [Reset](#)

#### Public Works Contractor Registration Web Search Results

One Registered Contractor found. 1

Legal Name	Registration Number	License Type/Number(s)	Registration Date	Expiration Date
WOODS MAINTENANCE SERVICES, INC.	1000003177	CSLB:745689 CSLB:741322	11/25/2014	06/30/2015

Export as [Excel](#) | [PDF](#)

Copyright © 2014 State of California

Legal Name	Registration Number	License Type/Number(s)	Registration Date	Expiration Date
WOODS MAINTENANCE SERVICES INC	1000003177	CSLB 745689 CSLB 741322	11/25/2014	06/30/2015

## **11. INSURANCE**

Following pages contain samples of our current insurance coverages.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/25/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Brown & Brown Insurance Services of CA, Inc. 2401 E. Katella Ave. Suite 550 Anaheim CA 92806		<b>CONTACT NAME:</b> Kristin Grissom <b>PHONE (A/C No. Ext):</b> (714) 221-1841 <b>E-MAIL ADDRESS:</b> kgrissom@bbsocal.com <b>FAX (A/C, No):</b> (714) 221-4196	
<b>INSURED</b> Woods Maintenance Services, Inc.; Graffiti Control Systems; Hydro Pressure Systems 7260 Atoll Ave. North Hollywood CA 91605		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> California Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 38865	

**COVERAGES** CERTIFICATE NUMBER: CL1482514544 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>GENERAL LIABILITY</b> <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 \$ \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N Y	N/A	730059610104	9/1/2014	9/1/2015	<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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
RE: CONTRACT #76408, 75679, 76606, 76605, 76597, 75931 AND 77021.

WC BLANKET WAIVER OF SUBROGATION APPLIES PER ENDT WC 01 03 03 ATTACHED.

### CERTIFICATE HOLDER

### CANCELLATION

COUNTY OF LOS ANGELES  
 DEPARTMENT OF PUBLIC WORKS  
 900 S. FREMONT AVENUE  
 9TH FLOOR  
 ALHAMBRA, CA 91803

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
 Camilo Sharpe/KGRISS



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/29/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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<b>PRODUCER</b> <b>SGB-NIA Insurance Brokers</b> License #0782266 21011 Warner Center Lane Woodland Hills CA 91367	<b>CONTACT NAME:</b> Patty Lugo <b>PHONE (A/C No. Ext.):</b> (818)316-0999 <b>E-MAIL ADDRESS:</b> Patty_Lugo@ajg.com	<b>FAX (A/C No.):</b> (818)316-0990																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER B:</td> <td>Nationwide Mutual Ins.Co.</td> <td>23787</td> </tr> <tr> <td>INSURER C:</td> <td>Twin City Fire Insurance Co.</td> <td>29459</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Hartford Fire Insurance Company	19682	INSURER B:	Nationwide Mutual Ins.Co.	23787	INSURER C:	Twin City Fire Insurance Co.	29459	INSURER D:			INSURER E:			INSURER F:	
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INSURER D:																						
INSURER E:																						
INSURER F:																						
<b>INSURED</b> <b>Woods Maintenance Services Inc, DBA: Graffiti Control Systems; Hydro Pressure Systems</b> 7260 Atoll Avenue North Hollywood CA 91605																						

**COVERAGES**                      **CERTIFICATE NUMBER:** CL1512913434                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		72CESOF3834	2/1/2015	2/1/2016	MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER					GENERAL AGGREGATE \$ 2,000,000	
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000	
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS			ACP7825468322	2/1/2015	2/1/2016	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
						Underinsured motorist \$ 1,000,000	
C	UMBRELLA LIAB						EACH OCCURRENCE \$ 3,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 3,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			72XSON0404	2/1/2015	2/1/2016	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				E L EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L DISEASE - EA EMPLOYEE \$
							E L DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Re: The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers are named Additional Insureds per attached form 2010 0704. Additional Insured is Primary & Non Contributory and Waiver of Subrogation is included in policy wording found on Page 15 of 18 # 8 attached. Notice of cancellation applies per attached form IL 0270 0811.

<b>CERTIFICATE HOLDER</b>  County of Los Angeles Department of Public Works (ASD) Janet Lee 900 S. Fremont Avenue 9th Floor Alhambra, CA 91803	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Mark Jacobson/MHJ
---	---

## COMMENTS/REMARKS

Florence Area Enhanced Maintenance Service (Contract No. 77701)  
Trash-Free Channel Services € South Area (Contract No. 003130)  
Trash-Free Channel Services € East Maintenance Area (Contract No. 001828)  
Trash-Free Channel Services € West Maintenance Area (Contract No. 001829)  
Whittier Boulevard Enhanced Maintenance Service (Contract No. 77311) Trash Free Channel  
Services East & West Areas (RFP# 2012-AN034)  
Whittier Sidewalk Enhancement Project (2013-PA017)  
Zero Tolerance Graffiti Abatement Services Zone 2A (Contract #77605)  
Zero Tolerance Graffiti Abatement Services Zone 3A (Contract #77606)  
Zero Tolerance Graffiti Abatement Services Zone 1C (Contract #76597)  
Zero Tolerance Graffiti Abatement Services Zone 5B (Contract #77021)  
Graffiti Removal at West Area Flood Control Facilities(Contract #76408)



**Additional Named Insureds**

Other Named Insureds

Graffiti Control Systems; Hydro Pressure Systems

Doing Business As

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Additional Insured Person(s)  
Or Organization(s):**

Any person or organization with whom you have agreed in a written contract, written agreement, or permit to include as an additional insured.

**Location(s) Of Covered Operations**

"Your work" performed for the additional insured during this policy period.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CALIFORNIA CHANGES - CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
 COMMERCIAL AUTOMOBILE COVERAGE PART  
 COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 COMMERCIAL INLAND MARINE COVERAGE PART  
 COMMERCIAL PROPERTY COVERAGE PART  
 CRIME AND FIDELITY COVERAGE PART  
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
 EQUIPMENT BREAKDOWN COVERAGE PART  
 FARM COVERAGE PART  
 LIQUOR LIABILITY COVERAGE PART  
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
 POLLUTION LIABILITY COVERAGE PART  
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A. Paragraphs 2., 3. and 5. of the Cancellation Common Policy Condition are replaced by the following:**
- 2. All Policies In Effect For 60 Days Or Less:**  
 If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:
- a. 10 days before the effective date of cancellation if we cancel for:**
    - (1) Nonpayment of premium; or**
    - (2) Discovery of fraud by:**
      - (a) Any insured or his or her representative in obtaining this insurance; or**
      - (b) You or your representative in pursuing a claim under this policy.**
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.**
- 3. All Policies In Effect For More Than 60 Days**
- a. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:**
    - (1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.**
    - (2) Discovery of fraud or material misrepresentation by:**
      - (a) Any insured or his or her representative in obtaining this insurance; or**
      - (b) You or your representative in pursuing a claim under this policy.**
    - (3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.**

- (4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.
  - (5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.
  - (6) A determination by the Commissioner of Insurance that the:
    - (a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or
    - (b) Continuation of the policy coverage would:
      - (i) Place us in violation of California law or the laws of the state where we are domiciled; or
      - (ii) Threaten our solvency.
  - (7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.
- b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least
- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud; or
  - (2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph 3. a.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. The refund, if any, will be computed on a pro rata basis. However, the refund may be less than pro rata if we made a loan to you for the purpose of payment of premiums for this policy.

The cancellation will be effective even if we have not made or offered a refund.

B. The following provision is added to the **Cancellation** Common Policy Condition:

**7. Residential Property**

This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

Farm Coverage Part - Farm Property - Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

- a. If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except as provided in b. and c. below.
- b. We may not cancel this policy solely because the first Named Insured has:
  - (1) Accepted an offer of earthquake coverage; or
  - (2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, we shall cancel this policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.

- c. We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This restriction (c.) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:
  - (1) Commercial Property Coverage Part - Causes Of Loss - Special Form; or
  - (2) Farm Coverage Part - Causes of Loss Form - Farm Property, Paragraph D. Covered Causes of Loss - Special.

- C. The following is added and supersedes any provisions to the contrary:

**Nonrenewal**

1. Subject to the provisions of Paragraphs **C.2.** and **C.3.** below, if we elect not to renew this policy, we will mail or deliver written notice, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

**2. Residential Property**

This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

Farm Coverage Part - Farm Property - Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form.

- a. We may elect not to renew such coverage for any reason, except as provided in **b.**, **c.** and **d.** below.
- b. We will not refuse to renew such coverage solely because the first Named Insured has accepted an offer of earthquake coverage.

However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:

- (1) The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;

- (2) The Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or

- (3) We have:

- (a) Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or
- (b) Experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; and

the Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.

- c. We will not refuse to renew such coverage solely because the first Named Insured has cancelled or did not renew a policy, issued by the California Earthquake Authority, that included an earthquake policy premium surcharge.
- d. We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This restriction (**d.**) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:
- (1) Commercial Property Coverage Part - Causes Of Loss - Special Form; or
- (2) Farm Coverage Part - Causes Of Loss Form - Farm Property, Paragraph D. Covered Causes Of Loss - Special.
3. We are not required to send notice of nonrenewal in the following situations:
- a. If the transfer or renewal of a policy, without any changes in terms, conditions or rates, is between us and a member of our insurance group.

- b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph C.1.
- c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
- d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.
- e. If the first Named Insured requests a change in the terms or conditions of risks covered by the policy within 60 days of the end of the policy period.
- f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph C.1., to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.

## 12. 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 4<sup>th</sup> 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. All employees are required to use their individual weekly time sheets for "clocking in and out" as well as account for their daily lunch break. At the end of each day the employee must initial each day's time record.

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 daily 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 these daily 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.

Additionally, the daily log sheet states the start, stop, break and lunch periods and is verified daily by the supervisor in charge and is signed off by the employee. This ensures that all employees take their mandatory breaks and lunch periods. This information is then entered into an Excel spreadsheet for transmittal to ADP which provides our payroll checks on a weekly basis. For those few employees that may have different wage classifications, this is also verified daily by the supervisor and entered into the spreadsheet for ADP's calculations.

ADP has provided our payroll for the past 14 years without any incident. We have recently retained an employment law firm to help revise our Employee Handbook to make sure we are 100% in compliance with all new rules, laws and regulations, and have updated the way in which employees account for their time. Since our employees work out in the field every day, and there is no time clock for them to punch in and out for lunch and breaks, we have adopted the daily time log for this purpose. This log will show and state that each employee is taking their required breaks and lunch and if there are any issues, they are noted immediately and handled that day when the employee turns in his time log. Though we have found this administrative task to be a little more onerous, with the complexities of California labor laws and regulations, this process protects both the employee and employer with respect to time worked and required breaks taken.



# Daily Log and Work Report/ Registro Diario e Informe de Trabajo

Employee Name/Nombre del Empleado:

Assigned Crew/Grupo asignado:

Dates/Fechas:

**DECEMBER 3, 2012 THRU DECEMBER 9, 2012**

Job Site/Lugar de trabajo:

DAY/ DÍA	DATE/ FECHA	TIME IN/ HORARIO DE ENTRADA	TIME OUT/ HORARIO DE SALIDA	TIME IN/ HORARIO DE ENTRADA	TIME OUT/ HORARIO DE SALIDA	LUNCH/ ALMUERZO (Yes/No)/ (Sí/No)	EMPLOYEE SIGNATURE/ FIRMA DEL EMPLEADO
Monday/ Lunes	12/3	6:00	11:00	11:30	2:30	YES	MA
Tuesday/ Martes	12/4	6:00	11:00	11:30	2:30	YES	MA
Wednesday/ Miércoles	12/5	6:00	11:00	11:30	2:30	YES	MA
Thursday/ Jueves	12/6	6:00	11:00	11:30	2:30	YES	MA
Friday/ Viernes	12/7	6:00	11:00	11:30	2:30	YES	MA
Saturday/ Sábado							
Sunday/ Domingo							

## Certification for Above Signatures / Certificación de las Anteriores Firmas

I have reviewed this time sheet and certify that I am aware of Woods Maintenance Services, Inc.'s ("WMS") policies and procedures regarding keeping track of all of my hours worked and its policies regarding overtime, meal periods and rest breaks. I certify that I have complied with these policies. I have been provided all required meal periods and been authorized and permitted to take all rest breaks to which I may be entitled. The time reflected on this time sheet accurately reflects all of the hours worked for the indicated date, including overtime. To the extent that there are any inaccuracies in this time record, or I was not permitted to take all of the meal periods or rest breaks to which I may be entitled, I have noted any such discrepancies on this time sheet.

I further understand that failing to accurately record my time, including overtime worked, on this time sheet shall constitute a violation of company policy which may lead to discipline up to and including termination.

He revisado esta planilla de horario y certifico que estoy al tanto de las políticas y procedimientos de Woods Maintenance Services, Inc. (en adelante, "WMS") con respecto al registro de todas mis horas trabajadas y sus políticas sobre las horas extra, los periodos de comida y los periodos de descanso. Certifico que he cumplido con estas políticas. Me han suministrado todos los periodos de comida requeridos y he sido autorizado y se me ha permitido tomar todos los periodos de descanso a los que puedo tener derecho. El horario reflejado en esta planilla de horarios refleja de manera precisa todas las horas trabajadas para la fecha indicada, incluyendo las horas extra. Hasta el punto que exista cualquier imprecisión en este registro de horarios, o que no se me permita tomar todos los periodos de comida o descanso a los que pueda tener derecho, he anotado cualquier discrepancia en esta planilla de horarios.

Además, comprendo que si no registro mi horario de manera precisa, incluyendo las horas extra trabajadas, en esta planilla de horarios ellos constituirá una violación de la política de la compañía que puede derivar en una medida disciplinaria que incluya el despido.

CO FILE DEPT. CLOCK NUMBER 070  
 000193 900800 0036345883 1

# Earnings Statement



HYDRO PRESSURE SYSTEMS  
 GRAFFITI CONTROL SYSTEMS  
 7260 ATOLL AVENUE  
 NORTH HOLLYWOOD, CA 91605

Period Beginning: [REDACTED]  
 Period Ending: [REDACTED]  
 Pay Date: [REDACTED]

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
<b>Gross Pay</b>			<b>\$473.60</b>	<b>18,096.28</b>

<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
<u>Other</u>			
Gas			-260.00
<u>Adjustment</u>			
Gas		+20.00	
<b>Net Pay</b>		<b>\$400.86</b>	

Your federal taxable wages this period are \$473.60

CO. FILE DEPT. CLOCK VCHR. NO. 070  
000297 547400 0000020023 1

# Earnings Statement



HYDRO PRESSURE SYSTEMS  
GRAFFITI CONTROL SYSTEMS  
7260 ATOLL AVENUE  
NORTH HOLLYWOOD, CA 91605

Period Beginning: [REDACTED]  
Period Ending: [REDACTED]  
Pay Date: [REDACTED]

Taxable Marital Status: Married  
Exemptions/Allowances:  
Federal: 3  
CA: 3

[REDACTED]  
[REDACTED]  
[REDACTED]

Social Security Number: XXX-XX-3315

Earnings	rate	hours	this period	year to date
Regular	12.5000	40.00	500.00	1,000.00
<b>Gross Pay</b>			<b>\$500.00</b>	<b>1,000.00</b>

Deductions	Statutory		
	Federal Income Tax	-13.46	26.92
	Social Security Tax	-21.00	42.00
	Medicare Tax	-7.25	14.50
	CA SUI/SDI Tax	-6.00	12.00
	<b>Other</b>		
	Checking	-452.29	904.58
	<b>Net Pay</b>		<b>\$0.00</b>

Your federal taxable wages this period are \$500.00

VERIFY DOCUMENT AUTHENTICITY - COLORED AREA MUST CHANGE IN TONE GRADUALLY AND EVENLY FROM DARK AT TOP TO LIGHTER AT BOTTOM

HYDRO PRESSURE SYSTEMS  
GRAFFITI CONTROL SYSTEMS  
7260 ATOLL AVENUE  
NORTH HOLLYWOOD, CA 91605

Advice number: 00000020023  
Pay date: [REDACTED]

Deposited to the account of	account number	transit ABA	amount
[REDACTED]	xxxxxx2600	xxxx xxxx	\$452.29

**THIS IS NOT A CHECK**

**NON-NEGOTIABLE**

HOURS			EARNINGS			GROSS	STATUTORY DEDUCTIONS		VOLUNTARY DEDUCTIONS	NET PAY
Reg	O/T	Hours 3&4	Reg	O/T	Earnings 3&4	Earnings 5	Federal	State/Local		
40.00					473.60		46.41 FIT 29.36 SS 6.87 MED	7.26 CA 2.84 CA SUI/DI	20.00 S GAS	400.86 Check# 36345883 <input type="checkbox"/>
40.00	8.00				450.00	135.00				401.03 Check# 36345884 <input type="checkbox"/>
35.00					332.50					289.08 Check# 36345885 <input type="checkbox"/>
40.00					440.00					401.24 Check# 36345886 <input type="checkbox"/>
36.00					426.24					346.40 Check# 36345887 <input type="checkbox"/>
35.00					376.25					389.99 Check# 36345888 <input type="checkbox"/>
36.00					426.24				319.29 X CHK	.00 Voucher# 410023 <input type="checkbox"/>
36.00					426.24					389.99 Check# 36345889 <input type="checkbox"/>
36.00					426.24					389.99 Check# 36345889 <input type="checkbox"/>
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	2,678.58 8 Pays <input type="checkbox"/>
ALYSIS.	29.43	25 CA								
	20.91	25 CA	SUI/DI							

roll Register

**WOODS MAINTENANCE**

Company Code: [REDACTED]

Batch 0565-070 Period Ending: [REDACTED] Week 41

Pay Date: [REDACTED] Page 14

## **13. FORMS LISTS**

All PW and LW Forms are included in the following pages.

**TABLE OF FORMS  
(LIVING WAGE CONTRACT)**

PW-1	VERIFICATION OF STATEMENT OF QUALIFICATIONS
PW-2	SCHEDULE OF PRICES (SAMPLE)
PW-3	COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXCEPTION AND CERTIFICATION FORM
PW-4	CONTRACTOR'S INDUSTRIAL SAFETY RECORD
PW-5	CONFLICT OF INTEREST CERTIFICATION
PW-6	PROPOSER'S REFERENCE LIST
PW-7	PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
PW-8	LIST OF SUBCONTRACTORS
PW-9	REQUEST FOR LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM CONSIDERATION AND CBE FIRM/ORGANIZATION INFORMATION FORM
PW-10	GAIN AND GROW EMPLOYMENT COMMITMENT
PW-11	TRANSMITTAL FORM TO REQUEST AN RFSQ SOLICITATION REQUIREMENTS REVIEW (Submit only if requesting a review.)
PW-12	CHARITABLE CONTRIBUTIONS CERTIFICATION
PW-13	TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION
PW-14	PROPOSER'S LIST OF TERMINATED CONTRACTS
PW-15	PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS
PW-16	PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION
PW-17	CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM
PW-18	REQUEST FOR DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM CONSIDERATION FORM
PW-19	PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFSQ

**LIVING WAGE PROGRAM**

LW-1	LOS ANGELES COUNTY CODE CHAPTER 2.201 - LIVING WAGE PROGRAM
LW-2	LIVING WAGE ORDINANCE - APPLICATION FOR EXEMPTION (If requesting exemption, submit at least seven days before due date for Statement of Qualifications.)
LW-3	CONTRACTOR LIVING WAGE DECLARATION
LW-4	LIVING WAGE ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE

- LW-5 LABOR/PAYROLL/DEBARMENT HISTORY
- LW-6 GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS
- LW-7 PROPOSER'S MEDICAL PLAN COVERAGE
- LW-8 PROPOSER'S STAFFING PLAN AND COST METHODOLOGY (SAMPLE)
- LW-9 WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS

**ATTACHMENTS**

1. COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS
2. DEBARRED VENDORS REPORT
3. COUNTY OF LOS ANGELES LOBBYIST ORDINANCE

**VERIFICATION OF STATEMENT OF QUALIFICATIONS**

<b>DATE:</b> March 18, 2015		<b>THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:</b>	
1. This Declaration is given in support of a Proposal for a Contract with The County Of Los Angeles. The Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the Proposal may be rejected at the Director's sole judgment and his/her judgment shall be final.			
2. Name of Service: <b>Graffiti Removal Services</b>			
<b>DECLARANT INFORMATION</b>			
3. Name Of declarant: <b>Barry K. Woods</b>			
4. I Am duly vested with the authority to make and sign instruments for and on behalf of the Proposer(s). <b>Yes</b>			
5. My Title, Capacity, Or Relationship to the Proposer(s) is: <b>President</b>			
<b>PROPOSER INFORMATION</b>			
6. Proposer's full legal name: <b>Woods Maintenance Services, Inc.</b>		Telephone No.: <b>818-764-2515</b>	
Physical Address (NO P.O. BOX): <b>7260 Atoll Avenue, North Hollywood, CA 91605</b>		Mobile No.: <b>818-339-5540</b>	
e-mail: <b>request@graffiticontrol.com</b>		Fax No.: <b>818-764-2516</b>	
County WebVen No.: <b>05696501</b>	IRS No.: <b>95-4643637</b>	Business License No.: <b>490196-96</b>	
7. Proposer's fictitious business name(s) or dba(s) (if any): <b>Graffiti Control Systems; Hydro Pressure Systems</b>			
County(s) of Registration: <b>Los Angeles</b>		State: <b>California</b>	Year(s) became DBA: <b>1975 / 1991</b>
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: <b>7260 Atoll Avenue, North Hollywood, CA 91605</b>		
	State of incorporation: <b>California</b>		Year incorporated: <b>1997</b>
<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) <b>Barry K. Woods</b>	Title <b>President</b>	Phone <b>818-764-2515</b>	Fax <b>818-764-2516</b>
Street <b>7260 Atoll Avenue</b>	City <b>North Hollywood</b>	State <b>California</b>	Zip <b>91605</b>
Name(s) <b>Diane W. Woods</b>	Title <b>Secretary</b>	Phone <b>818-764-2515</b>	Fax <b>818-764-2516</b>
Street <b>7260 Atoll Avenue</b>	City <b>North Hollywood</b>	State <b>California</b>	Zip <b>91605</b>
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 type="checkbox"/> No <input checked="" type="checkbox"/> Yes If yes, please list the other name(s): Name(s): <b>Graffiti Control Systems</b> Year of name change: <b>1975</b> Name(s): <b>Hydro Pressure Systems</b> Year of name change: <b>1991</b>			
12. Is your firm involved in any pending acquisition or merger? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, indicate the associated company's name: _____			
13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final.			
14. I am making these representations and all representation contained in this proposal based on information that they are true and correct to the best of my information and belief.			
I declare under penalty of perjury under the laws of California that the above information is true and correct.			
Signature of Proposer or Authorized Agent <b>Barry K. Woods</b>			Date: <b>March 18, 2015</b>
Type name and title: <b>Barry K. Woods - President</b>			



**SCHEDULE OF PRICES  
FOR  
GRAFFITI REMOVAL SERVICES  
(2015-SQPA002)**

The undersigned Proposer offers to perform the work described in the Statement of Qualifications (RFSQ) for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFSQ. 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	UNIT	UNIT PRICE	ESTIMATED NUMBER OF UNITS	ANNUAL PRICE (Unit Price X Estimated Number of Units)
Graffiti Removal Services (Exhibit A, Scope of Work)	Month	\$ _____	12	\$ _____
<b>TOTAL ANNUAL PROPOSED PRICE =</b>				<b>\$ _____</b>

LEGAL NAME OF PROPOSER		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL		
TITLE OF AUTHORIZED PERSON		
DATE	STATE CONTRACTOR'S LICENSE NUMBER	LICENSE TYPE
PROPOSER'S ADDRESS:		
PHONE	FACSIMILE	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: Woods Maintenance Services, Inc.		
Company Address: 7260 Atoll Avenue		
City: North Hollywood	State: CA	Zip Code: 91605
Telephone Number: 818-764-2515		
(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: March 18, 2015

**CONTRACTOR'S INDUSTRIAL SAFETY RECORD**

PROPOSED CONTRACT FOR: Graffiti Removal Services  
 SERVICE BY PROPOSER Woods Maintenance Services, Inc. dba Graffiti Control Systems  
 PROPOSAL DATE: N/A

This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture, or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate, or individual proposer. The proposer may attach any additional information or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	2009	2010	2011	2012	2013	Total	Current Year to Date
1. Number of contracts.	63	62	61	62	63	312	63
2. Total dollar amount of Contracts (in thousands of dollars).	5.4	5.5	5.1	5.5	7.4	28.9	7.4
3. Number of fatalities.	0	0	0	0	0	0	0
4. Number of lost workday cases.	1	0	0	0	0	1	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	1	0	0	0	0	1	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

March 18, 2015  
 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, Inc.  
 \_\_\_\_\_  
 Name of proposer

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

**Contracts Prohibited.** A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the County or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
  - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
  - (b) Participated in any way in developing the contract of its service specifications; and
4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of the Los Angeles County Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed Barry K. Woods

Date March 18, 2015

PROPOSER'S REFERENCE LIST

PROPOSER NAME: Woods Maintenance Services, Inc.

PROPOSED CONTRACT FOR: Graffiti Removal Services

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names, telephone and fax numbers, and e-mail addresses before listing. Incorrect names, telephone and/or fax numbers, or e-mail addresses will be disregarded. Use additional pages if required.

**A. COUNTY OF LOS ANGELES AGENCIES**

All contracts with the County during the previous three years must be listed.

SERVICE: Graffiti Abatement	SERVICE DATES: 2005-Current
DEPT/DISTRICT: Public Works	
CONTACT: Ari DeChellis	
TELEPHONE: 626-458-4062	
FAX: 626-979-5445	
E-MAIL: ADECHELLIS@dpw.lacounty.gov	

SERVICE: Graffiti Abatement	SERVICE DATES: 2008-Current
DEPT/DISTRICT: Public Works	
CONTACT: Ari DeChellis	
TELEPHONE: 626-458-4062	
FAX: 626-979-5445	
E-MAIL: ADECHELLIS@dpw.lacounty.gov	

SERVICE: Sidewalk Cleaning	SERVICE DATES: 2003-Current
DEPT/DISTRICT: Road/Street Maintenance	
CONTACT: Ricardo Gordillo	
TELEPHONE: 562-869-1176	
FAX: 562-862-3718	
E-MAIL: rgordill@dpw.lacounty.gov	

SERVICE: Channel Cleaning	SERVICE DATES: 2008-Current
DEPT/DISTRICT: Public Works	
CONTACT: Rick Edwards	
TELEPHONE: 626-445-7630	
FAX: 626-445-5497	
E-MAIL: redwards@dpw.lacounty.gov	

**B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES**

SERVICE: Graffiti Abatement	SERVICE DATES: 1997-Current
AGENCY/ FIRM: LA County METRO	
ADDRESS: 470 Bauchet St. Los Angeles, CA 90012	
CONTACT: Lena Babayan	
TELEPHONE: 213-922-6765	
FAX: 213-922-5168	
E-MAIL: babayanl@metro.net	

SERVICE: Graffiti Abatement	SERVICE DATES: 1993-Current
AGENCY/ FIRM: City of Tustin	
ADDRESS: 300 Centennial Way, Tustin, CA 92780	
CONTACT: George Wiesinger	
TELEPHONE: 714-573-3135	
FAX: 714-573-3129	
E-MAIL: gwiesinger@tustinca.org	

SERVICE: Graffiti Abatement	SERVICE DATES: 1993-Current
AGENCY/ FIRM: City of Diamond Bar	
ADDRESS: 21810 Copley Drive, Diamond Bar	
CONTACT: Stella Marquez	
TELEPHONE: 909-839-7030	
FAX: 909-861-3117	
E-MAIL: Stella.Marquez@ci.diamond-bar.ca.us	

SERVICE: Graffiti Abatement	SERVICE DATES: 2006-Current
AGENCY/ FIRM: City of Santa Monica	
ADDRESS: 2500 Michigan Ave, SM 90404	
CONTACT: Rick Raygosa	
TELEPHONE: 310-458-8519	
FAX: 310-998-3290	
E-MAIL: rick.raygosa@smgov.net	

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name	Woods Maintenance Services, Inc. dba Graffiti Control Systems
Address	7260 Atoll Avenue, North Hollywood, CA 91605
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, Inc.	
Authorized representative	Barry K. Woods	
Signature	<i>Barry K. Woods</i>	Date March 18, 2015



**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, Inc.

My County (WebVen) Vendor Number: 05696501

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

As Local SBE certified by the County of Los Angeles Internal Services Department, I request this proposal/bid be considered for the Local SBE Preference.

Attached is a copy of Local SBE certification issued by the County.

**II. FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

<b>Business Structure:</b>	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners): 135						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American					3	
Hispanic/Latino			29	5	86	6
Asian or Pacific Islander						
American Indian					1	
Filipino						
White	1	1	2	1		

**III. PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	<b>Black/African American</b>	<b>Hispanic/ Latino</b>	<b>Asian or Pacific Islander</b>	<b>American Indian</b>	<b>Filipino</b>	<b>White</b>
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: <i>Benny K. Woods</i>	Title: President	Date: March 18, 2015
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GAIN and GROW EMPLOYMENT COMMITMENT

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov).

**Proposers unable to meet this requirement shall not be considered for contract award.**

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

YES (subject to verification by County)  NO

B. Proposer is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

YES  NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

YES  NO  N/A (Program not available)

Signature <i>Benny K. Woods</i>	Title President
Firm Name Woods Maintenance Services, Inc.	Date March 18, 2015

## TRANSMITTAL FORM TO REQUEST AN RFSQ SOLICITATION REQUIREMENTS REVIEW

*A Solicitation Requirements Review must be received by the County  
within ten business days of issuance of the solicitation document*

Proposer Name:	Date of Request:
Project Title: <span style="font-size: 1.5em; font-weight: bold; margin-left: 100px;">N/A</span>	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 **ten 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.)*

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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, Inc.

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 or Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.	( X )	( )

OR	YES	NO
Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.	( )	( )

Barry K. Woods  
Signature

March 18, 2015  
Date

Barry K. Woods - President  
Name and Title (please type or print)

## TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION


COMPANY NAME: Woods Maintenance Services, Inc.		
COMPANY ADDRESS: 7260 Atoll Avenue		
CITY: North Hollywood	STATE: CA	ZIP CODE: 91605

I am not requesting consideration under the County's Transitional Job Opportunities Preference Program.

**I hereby certify that I meet all the requirements for this program:**

- My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for three years (*attach IRS Determination Letter*);
- I have submitted my three most recent annual tax returns with my application;
- I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants, and any other information requested by the contracting department.

**I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.**

PRINT NAME: Barry K. Woods	TITLE: President
SIGNATURE: 	DATE: March 18, 2015

**REVIEWED BY COUNTY:**

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

PROPOSER'S LIST OF TERMINATED CONTRACTS

PROPOSER'S NAME: Woods Maintenance Services, Inc.

Proposer has not had any contracts terminated in the past three years.

Proposer must list all contracts that have been terminated within the past three years. Terminated contracts are those contracts terminated by an agency or firm before the contract's expiration date. If a contract(s) was terminated, please attach an explanation on a separate sheet, whether the termination was at the fault of the Proposer or not. Any and all terminated contracts should be accompanied with an explanation. It should be noted that contracts that naturally expired need not be listed. The County is only seeking information on contracts that were terminated prior to expiration.

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SIGNATURE Berry K. Woods

DATE: March 18, 2015

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: Woods Maintenance Services, Inc.

Proposer and/or principals are **not** currently involved in any pending litigation; are not aware of any threatened litigation where they would be a party; and have not had any judgments entered against them within the last five years as of the date of proposal submission.

Proposer and/or principals of the Proposer must list below (use additional pages if necessary) all pending litigation, threatened litigation, and/or any judgments entered against them within the last five years as of the date of proposal submission.

A.  Pending Litigation       Threatened Litigation       Judgment (check one)

1. Against  Proposer;  Principal;  Both (check as appropriate)
2. Name of Litigation/Judgment: \_\_\_\_\_
3. Case Number: \_\_\_\_\_
4. Court of Jurisdiction: \_\_\_\_\_
5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

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B.  Pending Litigation       Threatened Litigation       Judgment (check one)

1. Against  Proposer;  Principal;  Both (check as appropriate)
2. Name of Litigation/Judgment: \_\_\_\_\_
3. Case Number: \_\_\_\_\_
4. Court of Jurisdiction: \_\_\_\_\_
5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

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Signature of Proposer: Benny K. Woods      Date: March 18, 2015

**GRAFFITI REMOVAL SERVICES (2015-SQPA002)**  
**PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION**

Woods Maintenance Services, Inc.  
\_\_\_\_\_  
Proposer's Name  
  
7260 Atoll Avenue, North Hollywood, CA 91605  
\_\_\_\_\_  
Address

- If awarded the contract: Proposer will comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Statement of Qualifications, and Proposer will procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5 throughout the entire term of the proposed contract, without interruption or break in coverage.
  
- Proposer will not comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Statement of Qualifications, and Proposer will not procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5 throughout the entire term of the proposed contract, without interruption or break in coverage. If you check this box, your proposal will be immediately disqualified as nonresponsive.

Print Name: Barry K. Woods	Title: President
Signature: <i>Barry K. Woods</i>	Date: March 18, 2015

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

The Proposer certifies that:

It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code, Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code, Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

**-OR-**

I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code, Section 2.206.060, for the following reason:

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name: Barry K. Woods	Title: President
Signature: <i>Barry K. Woods</i>	Date: March 18, 2015



**REQUEST FOR DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM CONSIDERATION FORM**

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

In evaluating bids/proposals, the County will give preference to businesses that are certified by the State of California as a Disabled Veteran Business Enterprise (DVBE) or by the Department of Veterans as a Service Disabled Veteran-Owned Small Business (SDVOSB) consistent with Chapter 2.211 of the Los Angeles County Code.

Vendor understands that in no instance shall the disabled veteran business enterprise preference program price or scoring preference be combined with any other County preference program to exceed 8 percent in response to any County solicitation.

Information about the State's DVBE certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.pd.dgs.ca.gov>.

Information on the Veteran Affairs Disabled Business Enterprise certification regulations may be found in the Code of Federal Regulations, 38CFR 74 and is also available on the Veterans Affairs Website at: <http://www.vetbiz.gov>.

- I AM NOT** a DVBE certified by the State of California or a Service Disabled Veteran-Owned Small Business with the Department of Veteran Affairs.
- I AM** certified as a DVBE with the State of California or a Service Disabled Veteran-Owned Small Business with the Department of Veteran Affairs as of the date of this proposal/bid submission and I request this proposal be considered for the DVBE Preference.

**DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.**

Name of Firm: Woods Maintenance Services, Inc.	County Webven No. 05696501
Print Authorized Name: Barry K. Woods	Title: President
Authorized Signature: <i>Barry K. Woods</i>	Date: March 18, 2015

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

GRAFFITI REMOVAL SERVICES (2015-SQPA002)

PROPOSER'S COMPLIANCE WITH MINIMUM REQUIREMENTS OF THE RFSQ

PROPOSER MUST CHECK A BOX IN EACH SECTION

Important Note: The information on this form is subject to verification and will not be used for scoring purposes.

Completing this form by itself without including detailed narrative in your Statement of Qualifications (SOQ) to support the minimum mandatory requirement of this RFSQ, any inconsistencies or inaccuracy in the information provided in this form, or this form and your SOQ, may subject your SOQ to disqualification or other actions at the sole discretion of the County.

At the time of statement of qualification submission, Proposer must meet the following minimum requirements:

- 1. Proposer or its managing employee must have a minimum of three years of experience performing graffiti abatement services.

Yes. Please complete the chart below. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your statement of qualification to validate this minimum mandatory requirement for scoring of your proposal in this category).

Proposer's Name	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience	Page Number*
Woods Maintenance Services, Inc. dba Graffiti Control Systems	1975 thru current	Graffiti Abatement - Various city and municipal agencies	Section 5 Page 4

\*List the page number in the statement of qualification containing the proposer's experience

No. Proposer does not meet the experience requirement stated above. By checking this box, the statement of qualification will be immediately disqualified as nonresponsive.

Note: Proposer has to complete Section 1.2 of this form if the Minimum Mandatory Requirements, No. 1, of this RFSQ is being met by its managing employee.

**GRAFFITI REMOVAL SERVICES (2015-SQPA002)**

1.2. Proposer's Managing Employee must have a minimum of three years of experience performing graffiti abatement services.

Proposer's Managing Employee's Name	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience	Page Number*
Woods Maintenance Svcs. - Jeff Woods	Sept. 2003 to current	Graffiti Abatement - Various city and municipal agencies	Section 5 Page 12
Woods Maintenance Svcs.- Enrique Lopez	1989 to current	Graffiti Abatement - Various city and municipal agencies	Section 5 Page 15

\*List the page number in the proposal containing the proposer's managing employee's experience.

No. Proposer's managing employee does not meet the experience requirement stated above. **By check this box, Statement of Qualifications will be immediately disqualified as nonresponsive.**

Proposer declares under penalty of perjury that the information stated above is true and accurate. Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected at the sole discretion of the County.

Proposer's Name: Woods Maintenance Services, Inc.	
Authorized representative Name: President	
Signature: <i>Benny K. Woods</i>	Date: March 18, 2015

## LOS ANGELES COUNTY CODE

## Title 2 ADMINISTRATION

## Chapter 2.201 Living Wage Program

**2.201.010 Findings.**

The Board of Supervisors finds that the County of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the County of Los Angeles. (Ord. 2007-0011 § 1, 2007; Ord. 99-0048 § 1 (part), 1999.)

**2.201.20 Definitions.**

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

- A. "County" includes the County of Los Angeles, any County officer or body, any County department head, and any County employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full-time services to an employer, some or all of which are provided to the County of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a County of Los Angeles owned or leased facility.
- C. "Employer" means:
  - 1. An individual or entity who has a contract with the county:
    - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the County of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or
    - b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and
    - c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12-month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
  - 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the County.
- D. "Full-time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer, but in no event less than 35 hours worked per week.

- E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et. seq. of this code, entitled Contracting with Private Business. (*Ord. 2007-0011 §2, 2007: Ord. 99-0048 § 1 (part), 1999.*)

**2.201.30 Prospective effect.**

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.\* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable.

**2.201.040 Payment of living wage.**

- A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$9.64 per hour with health benefits, or \$11.84 per hour without health benefits.
- B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$2.20 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the County Department of Health Services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.
- C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section above for future contracts. Any adjustments to the living wage rate specified in subsection A and B that are adopted by the board of supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate.

**2.201.050 Other provisions.**

- A. Full-Time Employees. An employer shall assign and use full-time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the County the necessity to use non-full time employees based on staffing efficiency or the County requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The Chief Executive Officer and the Internal Services Department shall be responsible for the administration of this chapter. The Chief Executive Officer and the Internal Services Department may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The Chief Executive Officer in conjunction with the Internal Services Department shall issue written instructions on the

implementation and on-going administration of this Chapter. Such instructions may provide for the delegation of functions to other County departments.

- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the Chief Executive Officer in conjunction with the Internal Services Department. The Internal Services Department in conjunction with the Chief Executive Officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.
- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ordinance No. 99-0048 ' 1 (part), 1999.)

**2.201.60      Employer retaliation prohibited.**

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county Chief Executive Officer, or to the County Auditor/Controller, or to the County department administering the Proposition A contract or cafeteria services contract. (Ordinance No. 99-0048 ' 1 (part), 1999.)

**2.201.70      Employee retention rights.**

In the event that any Proposition A contract or cafeteria service contract is terminated by the County prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer:
  - 1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the Federal Fair Labor Standards Act;
  - 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
  - 3. Who is or will be terminated from his or her employment as a result of the County entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
  - 1. Has been convicted of a crime related to the job or his or her job performance; or
  - 2. Fails to meet any other County requirement for employees of a contractor.

- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ordinance No. 99-0048 ' 1 (part), 1999.)

**2.201.80 Enforcement and Remedies.**

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the State of California for damages caused by an employer's violation of this chapter.
- B. The County department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the Chief Executive Officer:
1. Assess liquidated damages as provided in the contract; and/or
  2. Recommend to the Board of Supervisors the termination of the contract; and/or
  3. Recommend to the Board of Supervisors that an Employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code.

**2.201.090 Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.
- D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:
1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
  2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
  3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
  4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time

and part-time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ordinance No. 99-0055 ' 1, 1999; Ordinance No. 99-0048 ' 1 (part), 1999.)

**2.201.100** **Severability.** If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ordinance No. 99-0048 ' 1 (part), 1999.)

\*Editor's note: Ordinance 99-0048, which enacted Chapter 2.201, is effective on July 22, 1999.



**COUNTY OF LOS ANGELES LIVING WAGE PROGRAM**  
**APPLICATION FOR EXEMPTION**

The contract to be awarded pursuant to the RFSQ 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: <b>N/A</b>			
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)** 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: <div style="text-align: center; font-size: 24pt; font-weight: bold;">N/A</div>	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 Statement of Qualifications (RFSQ) 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 RFSQ, 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): Health Net of CA - Salud HMO

Company Insurance Group Number: LB030A

Health Benefit(s) Payment Schedule:

- Monthly
- Quarterly
- Bi-Annual
- Other: Weekly (Specify)
- Annually

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: <i>Barry K. Woods</i>	DATE: March 18, 2015
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:**

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 RFSQ 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.**

Barry K. Woods  
Owner's/Agent's Authorized Signature

Woods Maintenance Services, Inc.  
Print Name of Firm

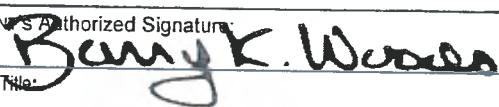
Barry K. Woods - President  
Print Name and Title

March 18, 2015  
Date

**COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM  
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- A debarment by a public entity listed below within the past ten years.

Print Name of Firm: <b>Woods Maintenance Services, Inc.</b>	Print Name of Owner: <b>Barry K. Woods</b>
Print Address of Firm: <b>7260 Atoll Avenue</b>	Owner's/AGENCY's Authorized Signature: 
City, State, Zip Code: <b>North Hollywood, CA 91605</b>	Print Name and Title: <b>Barry K. Woods - President</b>

<b>Public Entity Name</b>	
<b>Public Entity Address:</b>	<b>Street Address:</b>
	<b>City, State, Zip:</b> <b>N/A</b>
<b>Case Number/Date Claim Opened:</b>	<b>Case Number:</b>
	<b>Date Claim Opened:</b>
<b>Name and Address of Claimant:</b>	<b>Name:</b>
	<b>Street Address:</b>
	<b>City, State, Zip:</b>
<b>Description of Work: (e.g., Janitorial)</b>	
<b>Description of Allegation and/or Violation:</b>	In September 2011, a former employee filed suit against Woods alleging
	Labor Code violations regarding meal periods and rest breaks as well as
	related unpaid wages
<b>Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)</b>	Woods vigorously denied and continues to deny the former employee's allegations. However, for business reasons, the parties agreed to a negotiated settlement without any finding of wrongdoing. Woods has always complied
	with its obligations to fairly pay its employees and will continue to do so through the term of this contract

Additional Pages are attached for a total of \_\_\_\_\_ pages.

**GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS**

<p><b>COUNTY DETERMINATION</b></p> <p><b>Proposer Name:</b> _____</p> <p><b>Contracting Department:</b> _____</p> <p><b>Department Contact Person:</b> _____</p> <p><b>Phone:</b> _____</p>	<p><b>RANGE OF DEDUCTION</b> _____</p> <p>(Deduction is taken from the maximum evaluation points available)</p>	
	Proposer Fully Disclosed	Proposer <i>Did Not</i> Fully Disclose
<p><b>MAJOR</b> 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><b>SIGNIFICANT</b> 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><b>MINOR</b> County determination, based on the Evaluation Criteria, that proposer has a record of relatively minor violations.*</p>	2 - 3%	4 - 6%
<p><b>INSIGNIFICANT</b> County determination, based on the Evaluation Criteria, that proposer has a record of very minimal violations.*</p>	0 - 1%	1 - 2%
<p><b>NONE</b> 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:

- Accuracy in self-reporting by proposer
- Health and/or safety impact
- Number of occurrences
- Identified patterns in occurrences
- Dollar amount of lost/delayed wages
- Assessment of any fines and/or penalties by public entities
- Proportion to the volume and extent of services provided, e.g., number of contracts, number of employees, number of locations, etc.

\*\* County Code Title 2, Chapter 2.202.030 sets forth criteria for making a finding of contractor non-responsibility which are not limited to the above situations.

**REQUESTED INFORMATION ON THE  
PROPOSER'S MEDICAL PLAN COVERAGE**

Proposer: Woods Maintenance Services, Inc.Name of Proposer's Health Plan: Health NetDate: March 18, 2015

(Please use a separate form for each health plan offered by the proposer to employees who will be working under this contract.)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Proposer's Health Plan Premium Employee only Employee + 1 dependent Employee + 2 dependents Employee + 3 dependents	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> Y <input type="checkbox"/> N	\$ 3,499.80/year \$ \$ \$	Employer pays 85% of insurance for employee. Weekly the employee pays \$10.10/check.
Proposer's portion of above health premium payment Employee only Employee + 1 dependent Employee + 2 dependents Employee + 3 dependents	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> Y <input type="checkbox"/> N	\$ 3,499.80/year \$ \$ \$	Employer pays 85% of insurance for employee. Weekly the employee pays \$10.10/check.
Any Annual Deductible? Per Person Per Family	Y <input checked="" type="checkbox"/> N Y <input type="checkbox"/> N	\$ 0.00 \$	None
Any Annual Maximum Employee Out-of-Pocket Expense? Per Person Per Family	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$ 2,000 \$ 6,000	
Any Lifetime Maximum? Per Person Per Family	Y <input checked="" type="checkbox"/> N Y <input checked="" type="checkbox"/> N	\$ N/A \$	
Ambulance coverage	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$ included	\$50
Doctor's Office Visits	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$ included	\$30
Emergency Care	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$ included	\$30
Home Health Care	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$ included	\$10
Hospice Care	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$ included	No charge
Hospital Care	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$ included	Facility - 30% co-ins Physician - no charge
Immunizations	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$ included	No charge
Maternity	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$ included	Delivery - 30% co-ins Pre & postnatal - no charge
Mental Health	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$ included	\$30
Mental Health In-Patient Coverage	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$ included	30% co-ins

**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	<input checked="" type="radio"/> Y <input type="radio"/> N	\$ included	\$30
Physical Therapy	<input checked="" type="radio"/> Y <input type="radio"/> N	\$ included	\$30
Prescription Drugs	<input checked="" type="radio"/> Y <input type="radio"/> N	\$ included	\$5
Routine Eye Examinations	<input type="radio"/> Y <input checked="" type="radio"/> N	\$ N/A	N/A
Skilled Nursing Facility	<input checked="" type="radio"/> Y <input type="radio"/> N	\$ included	30% co-ins
Surgery	<input checked="" type="radio"/> Y <input type="radio"/> N	\$ included	Facility - 30% co-ins Physician - no charge
X-Ray and Laboratory	<input checked="" type="radio"/> Y <input type="radio"/> N	\$ included	No charge

Under this health plan, a full time employee:

- Becomes eligible for health insurance coverage after 90 days of employment.
- Is defined as an employee who is employed more than 30 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 0 DAYS.
- D. NUMBER OF PAID VACATION DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 0 DAYS.
- E. NUMBER OF PAID HOLIDAYS PER YEAR IS 6 DAYS.





**WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS  
GRAFFITI REMOVAL SERVICES (2015-SQPA002)**

FORM LW-9

**INSTRUCTIONS**

The contractor selected through this RFSQ process will be required to comply with State and Federal labor regulations and record keeping requirements. The objective of this questionnaire is to determine the appropriateness, scope, and suitability of the procedures the Proposer uses and the internal controls in place to ensure compliance with State and Federal labor regulations and record keeping requirements. In order to appropriately evaluate this area (Part I, Section 4.D, Evaluation Criteria), it is critical that the Proposer submit a detailed description of the processes and the steps associated with those processes.

Answer all questions thoroughly and in the same sequence as provided below. If a question is not applicable, indicate with "N/A" and explain why such question is not applicable. Provide additional details to ensure a clear picture of the Proposer's processes and controls. As used in this questionnaire, the term Proposer includes the business entity that will provide the proposed services. Attach an actual sample copy of timesheet, paycheck, and pay stub.

*ADDITIONAL PAGES MAY BE ATTACHED OR RESPONSES CAN BE PROVIDED IN A SEPARATE DOCUMENT.*

*IDENTIFY EACH RESPONSE BY THE CORRESPONDING QUESTION NUMBER.*

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p><b>1. TRACKING HOURS WORKED</b></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 Weekly time sheets are provided for each employee. Each employee must sign in at the beginning of their shift, sign out at the end of their shift and account for lunch break taken. They sign/initial each day's time record.</p> <p>1.2 Job dependent, some report directly to job site, while others report to office on a 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><b>2. REPORTING TIME</b></p> <p>How does the Proposer know employees actually reported to work and at what time? For example, sign-in sheets, computerized check in, call-in system, or some other method?</p>	<p>2. Most employees physically come into the office to sign in each day. A supervisor or management staff is usually on-site to verify these times. In addition, some staff will check in via phone and others with municipal personnel.</p>
<p><b>3. RECORDS OF ACTUAL TIME WORKED</b></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. <b><u>ATTACH ACTUAL COPIES OF THESE RECORDS</u></b> <b><u>(Please blank out any personal information).</u></b></p>	<p>3.1 Time sheets</p> <p>3.2 Time sheets</p> <p>3.3 Daily</p> <p>3.4 Job dependent. Some are maintained by employee, others by supervisor and if dispatched by corporate office, by office staff.</p> <p>3.5 Payroll clerk verifies records and reconciles with job specifications, supervisor report and staff schedule.</p> <p>3.6 Usually maintained for 5 years.</p> <p>3.7 Yes</p> <p>3.8 Please see attachments.</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p><b>4. OTHER RECORDS USED TO CREATE PAYROLL (IF ANY)</b></p> <p>4.1. If records of actual time worked are not used to create payroll, what is the source document that is used?</p> <p>4.2. Who prepares and who checks the source document?</p> <p>4.3. Does the employee sign it?</p> <p>4.4. Who approves the source document, and what do they compare it with prior to approving it?</p>	<p>4.1 None</p> <p>4.2 Payroll clerk checks and verifies all payroll documents</p> <p>4.3 Yes</p> <p>4.4 Payroll clerk verifies with project supervisor and verifies with written report.</p>
<p><b>5. BREAKS</b></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 Self-administered. Most staff work with only limited direct, constant supervision and are responsible for meal and rest breaks.</p> <p>5.2 Yes</p> <p>5.3 Employee enters time, supervisor and/or management approves and validates.</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p><b>6. HOW PAYROLL IS PREPARED</b></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 Weekly each employee's time sheet is checked and verified for time worked and recorded. Once verified, the payroll clerk enters all necessary data into the ADP Payroll services program for computation which will then create that employee's payroll check.</p> <p>6.2 ADP Payroll services on weekly basis</p> <p>6.3 Single instrument</p> <p>6.4 All legally mandated information – deductions, vacations, reimbursement, credit union, taxes, overtime, bonuses, etc. – See Attached</p> <p>6.5 See Attached</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p><b>7. MANUAL PAYROLL SYSTEM</b></p> <p>7.1. If the Proposer uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check.</p> <p>7.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?</p>	<p>7. N/A</p>
<p><b>8. AUTOMATED PAYROLL SYSTEM</b></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 Time sheets are verified and totaled. Correct hours and pay rates are entered into ADP computer system.</p> <p>8.2 Each contract has a pay rate and shift/payroll reports delineate hours at each rate.</p> <p>8.3 Pre-set calculations</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p><b>9. TRAVEL TIME</b></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 If dispatched from office – all travel time is paid at standard rate</p> <p>9.2 At a pre-determined rate</p> <p>9.3 (a) does not happen</p> <p>9.3 (b) all work computed at Living Wage, including travel time.</p>
<p><b>10. OVERTIME</b></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 Any wages over 8 hours per day or 40 hours per week will be paid at the legal overtime rate per the government guidelines.</p> <p>10.2 Overtime rate will be based on the contract with which the work was performed.</p>
<p>Print Name Barry K. Woods</p>	<p>Company Woods Maintenance Services, Inc.</p>
<p>Signature <i>Barry K. Woods</i></p>	<p>Date: March 18, 2015</p>

## **14. LIVING WAGE ORDINANCE**

Woods Maintenance Services, Inc. will abide by the Living Wage Ordinance.



## 15. ADDITIONAL INFORMATION

### 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. (Please see PW19 for further details in the forms section)

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, Woods Maintenance Services maintains a fleet of:

- 33 fully equipped graffiti removal vehicles
- 21 dedicated pressure washing vehicles
- 14 dedicated trash collection vehicles
- 1 AirSweeper Truck
- 47' Bucket Truck
- 29' Bucket Truck
- 2 traffic control vehicles
- 2 Hydro Tek Custom Water Recover Systems (SC35005VG/ZVAC)
- 83 field cell phones
- 35 Graco Model 3900 airless paint sprayers
- 32 Delco RK-43 pressure washers

Should Woods Maintenance Services be awarded the contract, we have all the required equipment and vehicles necessary to successfully meet the requirements and perform the tasks on this contract. Should additional items be required during the life of the contract, we have the financial resources necessary to 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 over 39 years, we have established open lines of credit at all suppliers, including a \$1 million line of credit with Ford Motor Company, 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. In addition to our financial ability to purchase any necessary equipment or vehicle when required, we also adhere to a regular replacement program, whereby each year make appropriate determinations about which items need to be replaced in keeping with our 5/10/15 program—5% of vehicles, 10% of pressure washers, and 15% of airless paint sprayers. It goes without saying that we always have back up vehicles and equipment for every job and contract we have.

For any resultant contract that arises from this RFSQ, we have vehicles at the ready and will purchase any equipment or vehicles necessary to dedicate exclusively to said contract. Graffiti Control Systems uses 3 different types of truck set-ups for its graffiti removal contracts: 1) Fast Attack paint truck—this is a Ford Ranger or equivalent type of vehicle, equipped with a professional grade Graco Model 3900 airless paint sprayer, plus all the necessary hoses, extensions, rollers, paint brushes, chemicals and sundry items. These vehicles are used in the flood control channels and in the more urban unincorporated areas, where clearances are tighter, parking more difficult and workload heavily skewed to paint-out. 2) Combo Attack truck—this is a Ford F-250 or equivalent type vehicle with a commercial grade, truck bed-mounted Delco RK-43 pressure washer and a Graco Model 3900 paint sprayer. These vehicles have a small enough footprint to be effective in urban environments, where workloads require a relative balance of painting and pressure washing. 3) P/W Exclusive truck—this is an extended bed or trailer mounted pressure washing and water recovery system that is used in areas and

occasions where graffiti is removed exclusively by pressure washing. This vehicle is not used daily by any one contract but is provided when required by the needs of a crew or a contracted area. All paint sprayers used by Graffiti Control Systems are Graco Model 3900's. These are professional grade airless sprayers that provide an even and uniform spray stream so painted surfaces can be restored to their original look. The primary commercial grade pressure washers that are employed by Graffiti Control Systems are Delco RK-43's. These hot water pressure washers exert 3500 psi with an output of up to 5 gallons per minute. These machines are powered by gasoline and heated via diesel. In addition, we have our HydroTek Custom pressure washer and recovery/recycling system which is capable of exerting water at up to 4000 psi with output up to 5.5 gallons per minute. This recovery system is capable of recovering 12 gallons per minute and recycles at 5 gallons per minute. Water is recycled in a 6-stage filtration process, including 3 oil absorption areas, and is filtered to 5 micron purity. In the event that vehicles and/or equipment become temporarily or permanently non-operational, we have back up trucks and equipment available immediately at our warehouse.

We have in-house mechanics who handle the vast majority of equipment repair at our warehouse. They also lead quarterly seminars about how to properly check fluids in the vehicles, pressure washers, and paint sprayers, as well as how to diagnose and troubleshoot minor problems in the field. These lessons are invaluable to our crews, because all machinery, no matter how expensive or new, will inevitably have some issues. By teaching our crews how to solve the common, minor problems on their own, in the field, time is not wasted and the most amount of work can be carried out.



BUCKET VAN



**Pressure Washing Vehicle—included with raised platform for high graffiti**

## Water Recovery and Recycling Equipment



Ford F-250 Paint and Pressure Washer Combo Truck



## Ford Ranger Fast Attack Vehicle





# Community Development Department



March 15, 2010

## To Whom It May Concern:

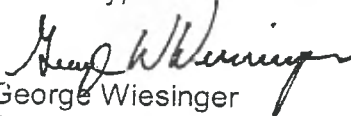
This is a letter of recommendation for Graffiti Control Systems, who currently provide graffiti removal services for the City of Tustin.

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,

  
George Wiesinger  
Code Enforcement Officer

Gwiesinger: Graffiti Control Systems letter of recommendation.doc



**Metro**

Metropolitan Transportation Authority

One Gateway Plaza  
Los Angeles, CA 90012-2952

213.922.2000 Tel  
metro.net

March 15, 2010

To whom it may concern:

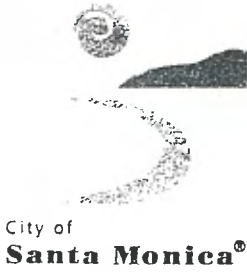
It is my pleasure to provide a recommendation for Woods Maintenance Company who has provided exceptional service to LACMTA (Metro) for the past 12 years.

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 they possess a proactive attitude that divides their companies' service from the rest and sets the standards for customer service.

Sincerely,

Keith Jackson  
Contracts Project Manager  
Facilities Maintenance Supervisor  
Los Angeles County Metro



Facilities Management/  
Maintenance Management Division  
Community Maintenance Department  
2500 Michigan Avenue  
Santa Monica, California 90404-4012

March 15, 2010

To Whom It May Concern:

Graffiti Control Systems has been providing graffiti removal services to the City of Santa Monica since 2006. They have performed extremely well in conjunction with City crew members in removing and reporting graffiti from city, private and commercial properties. The staff is respectful and supportive on site and in the office. Graffiti Control Systems continues to accommodate the City Santa Monica staff and citizens in our community in providing excellent service.

If I can aid with any questions, please feel free to contact me at 310-458-8519.

Sincerely,

Rick Raygosa  
Paint Crew Leader

*City of Santa Monica  
2500 Michigan Ave.  
Santa Monica, CA 90404  
310-458-8519  
rick.raygosa@smov.net*



# City of San Gabriel

◆ City With A Mission ◆ Founded 1771 ◆

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March 15, 2010

To Whom It May Concern:

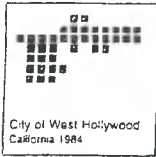
I highly recommend Graffiti Control Systems as the contractor for your graffiti removal program. Graffiti Control Systems has been the City of San Gabriel's contractor since 2006, but I have worked closely with Graffiti Control Systems for ten years and have found them to be the most thorough and professional graffiti removal contractor in the business. Graffiti Control Systems employs the newest technology and ushers in the newest techniques to efficiently and effectively remove graffiti.

Graffiti Control Systems' dedication to customer satisfaction is unparalleled. Not only is Graffiti Control Systems responsive to complaints but they are also proactive. There have been numerous occasions in which I have called them at the "11<sup>th</sup> hour" to request removal of graffiti and they were always responsive.

In addition to working independently, Graffiti Control Systems follows through on all complaints to ensure that the job gets done. Graffiti Control Systems will be a tremendous asset for your city and has my highest recommendation. If you have any further questions with regard to their background or qualifications, please do not hesitate to call me at (626) 457-4636.

Sincerely,

Clayton A. Anderson, Manager  
Neighborhood Improvement Services



# CITY OF WEST HOLLYWOOD

CITY HALL  
8300 SANTA MONICA BLVD.  
WEST HOLLYWOOD, CA  
90069-6216  
TEL: (323) 848-6471  
FAX: (323) 848-6565

**DEPARTMENT  
OF HUMAN  
SERVICES**

Jeffrey Woods  
General Manager  
Graffiti Control Systems  
7260 Atoll Avenue  
North Hollywood, CA 91605

October 5, 2011

To Whom It May Concern:

For well over a year now, our city has had the privilege of working with Jeff Woods and Graffiti Control Systems for graffiti abatement services. Their technician, Juan is in our city five days a week and pro-actively documents and abates graffiti as it is found. In cases where we are contacted by constituents or law enforcement informing us of known graffiti, Juan can be dispatched and many times within minutes or hours said graffiti is abated.

Graffiti Control Systems is dependable, professional and at the top of their game. I would recommend them for any government, company or agency looking to contract graffiti abatement services.

Sincerely,

Robert Durbin  
Facilities & Field Services  
City of West Hollywood, CA 90069



**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

March 17, 2010

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 sixteen 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



GRAFFITI  
CONTROL  
SYSTEMS

### Quality Assurance Site Report

Location: \_\_\_\_\_

Date/Time: \_\_\_\_\_

Supervisor: \_\_\_\_\_

	Excellent	Good	Fair	Poor
Pressure Washing Jobs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chemical Removal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Appearance of Surveyed Area in general	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Paint Jobs (if applicable); color match	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Paint Jobs (if applicable); overspray & clean up	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Specific area(s) with problems or concerns: \_\_\_\_\_

\_\_\_\_\_

Other comments: \_\_\_\_\_

\_\_\_\_\_

Technician(s) Employee ID# \_\_\_\_\_ Name \_\_\_\_\_

Employee ID # \_\_\_\_\_ Name \_\_\_\_\_



GRAFFITI  
CONTROL  
SYSTEMS

## WORK ORDER REQUEST FORM

Location: \_\_\_\_\_

Date/Time: \_\_\_\_\_

Supervisor: \_\_\_\_\_

Reported By	Phone	Crew	Report Taken By
Business Name / Location		Report Date	Start Date
		Time Spent	Completion Date
Notes		Cross Street	Misc.

**Graffiti Location(s): (check all that apply)**

Thoroughfare

Alley

Horizontal

Miscellaneous

- |   |                                  |                                   |   |
|---|----------------------------------|-----------------------------------|---|
| <input type="checkbox"/> Building Front | <input type="checkbox"/> Wall    | <input type="checkbox"/> Steps    | <input type="checkbox"/> Electric Box     |
| <input type="checkbox"/> Building Side  | <input type="checkbox"/> Fence   | <input type="checkbox"/> Curb     | <input type="checkbox"/> Power Pole       |
| <input type="checkbox"/> Building Rear  | <input type="checkbox"/> Door    | <input type="checkbox"/> Sidewalk | <input type="checkbox"/> Phone Pole       |
| <input type="checkbox"/> Adjacent Wall  | <input type="checkbox"/> Gate    | <input type="checkbox"/> Columns  | <input type="checkbox"/> Hand Railing     |
| <input type="checkbox"/> Elevator       | <input type="checkbox"/> Sign(s) | <input type="checkbox"/>          | <input type="checkbox"/> Trash Receptacle |
| <input type="checkbox"/> Window(s)      | <input type="checkbox"/>         | <input type="checkbox"/>          | <input type="checkbox"/>                  |
| <input type="checkbox"/> Door(s)        | <input type="checkbox"/>         | <input type="checkbox"/>          | <input type="checkbox"/>                  |
| <input type="checkbox"/> Sign(s)        | <input type="checkbox"/>         | <input type="checkbox"/>          | <input type="checkbox"/>                  |
| <input type="checkbox"/> Bench(s)       | <input type="checkbox"/>         | <input type="checkbox"/>          | <input type="checkbox"/>                  |

**Service Performed (check all that apply)**

- |                                |                                  |                                      |                                |
|--------------------------------|----------------------------------|--------------------------------------|--------------------------------|
| <input type="checkbox"/> Paint | <input type="checkbox"/> Solvent | <input type="checkbox"/> Water Blast | <input type="checkbox"/> Other |
|--------------------------------|----------------------------------|--------------------------------------|--------------------------------|

**Size of Graffiti Area Serviced:**

Height	Width	Total Sq. Feet
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**Remarks / Notes**

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COLOR MATCH





COLOR MATCH



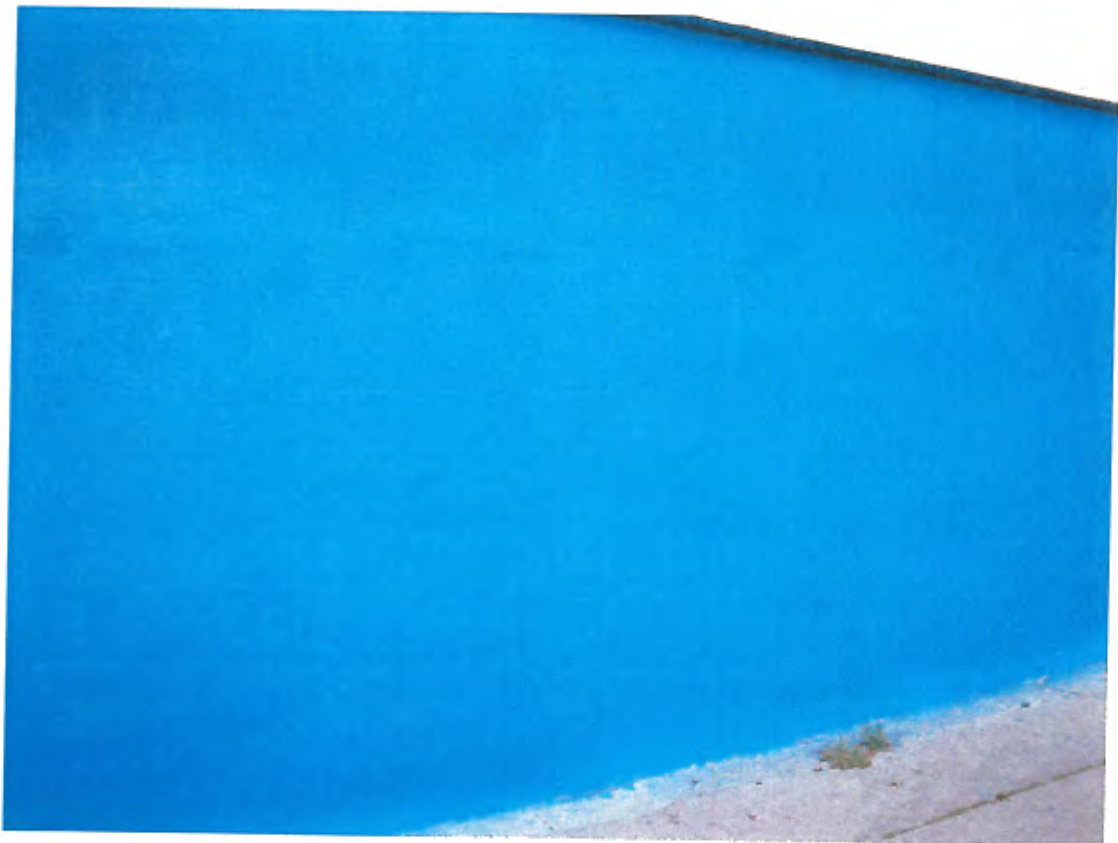


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**GRAFFITI IN CHANNEL - BEFORE**



**AFTER ABATEMENT**



**GRAFFITI IN CHANNEL - BEFORE**



**AFTER ABATEMENT**



**PRESSURE WASHING**



**PAINTING**

**WOODS MAINTENANCE / GRAFFITI CONTROL SYSTEMS – BUCKET TRUCK**



**BEFORE**



**AFTER**

**GRAFFITI PAINT OUT**





High Graffiti—before



High Graffiti—after

# SAFETY PROGRAM

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# 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 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

# SAFETY PROGRAM

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:

- ♣ 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

# SAFETY PROGRAM

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.

# SAFETY PROGRAM

## 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.
- ◆ 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

# SAFETY PROGRAM

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 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 PROGRAM

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 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



# SAFETY PROGRAM

## 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, crushing or penetrating action.
- ◆ When necessary, employees must wear approved respirators, which will be provided for emergency and regular use.
- ◆ All safety equipment must be maintained in sanitary condition and ready for use. Report any defective equipment immediately.

## Hardhats

At WOODS MAINTENANCES SERVICES, INC., hardhats are required at all times in designated areas and while performing prescribed work duties. Hardhats are common in our industry. There was a time, about a hundred years ago, when no one wore a hardhat. But overtime, the value of hardhats to save lives was firmly proven, so that the entire industry now accepts this safety device as a natural article of clothing.

When you wear a hardhat, wear it right. Keep it squarely on your head with the inside band properly adjusted.

# SAFETY PROGRAM

## Work Environment

Work sites must be clean and orderly. Work surfaces must be kept dry or appropriate means taken to assure the surfaces are slip-resistant. Spills must be cleaned up immediately. All combustible scrap, debris and waste must be stored safely and removed promptly. Combustible dust must be cleaned up with a vacuum system to prevent the dust from going into suspension. Waste containers must be covered. Oily and paint soaked rags are combustible and should be discarded in sealed metal containers. Latex paint rags may be washed and dried per normal cleaning procedures.

## Driving

Drive safely. If vehicles are used during the workday, seat belts and shoulder harnesses are to be worn at all times. Vehicles must be locked when unattended to avoid criminal misconduct. Do not exceed the speed limit. Vehicles must be parked in legal spaces and must not obstruct traffic. Should it become necessary to block traffic, all standard operating procedures for traffic control postings and warnings shall be employed. All employees must practice defensive driving.

## Vehicle Maintenance

Work safely when repairing vehicles. When tires are mounted or inflated on drop center wheels, safe practice procedures must be observed. Employees are strictly forbidden from taking a position directly over or in front of a tire while it is being inflated.

Safe practices, such as safety goggles and gloves must be utilized when changing or checking vehicle fluids. Only approved jacks and lifting devices may be used on vehicles, and no employee shall work directly under any part of a vehicle that comes in contact with the ground.

## Tool Maintenance

Faulty or improperly used hand tools and equipment are a safety hazard. All employees shall be responsible for ensuring that tools and equipment used by them or other employees at their work site are in good condition. Broken or fractured handles, worn or dull blades, missing or

# SAFETY PROGRAM

unsecured safety devices must be replaced before that tool may be allowed to work.

Appropriate safety glasses, face shields must be worn while using hand tools or equipment which might produce flying materials, or be subject to breakage. Check your tools often for wear and defects.

## Ladders

Check ladders each and every time before you climb. Ladders should be maintained in good condition: joints between steps and side rails should be tight, hardware and fittings securely attached, and movable parts

operating freely without binding or undue play. Non-slip safety feet are provided on each ladder. Ladder rungs must be free of grease, oil, paint and spilled chemicals.

Ladders used near electrical equipment must be made of a non-conducting material. Stored ladders must be easily accessible for inspection and service, kept out of weather and away from excessive heat, and well supported when stored horizontally.

A portable ladder must not be used in a horizontal position as a platform or runway by more than one person at a time. A portable ladder must not be placed in front of doors that open toward the ladder or on boxes, barrels, or other unstable bases. Ladders must not be used as guys, braces or skids. The height of a step ladder should be sufficient to reach the work area without using the top or next to the top step.

## Construction Safety

Construction safety is closely monitored by various on-site construction supervisors, job site coordinators, superintendents, architects, engineers, government and private inspectors, contractor's and subcontractor's safety officials and safety officers of these entities. Each contractor and subcontractor must provide the name of its designated safety official for the job site to WOODS MAINTENANCE SERVICES, INC., before being allowed to commence work on the site.

# SAFETY PROGRAM

## Accident Prevention Policy Posting

Each employee has a personal responsibility to prevent accidents. You have a responsibility to your family, to your fellow workers and to the Company. You will be expected to observe safe practice rules and instructions relating to the efficient handling of your work. Your responsibilities include the following:

- ♣ Incorporate safety into every job procedure. No job is done efficiently unless it has been done safely.
- ♣ Know that disciplinary action may result from a violation of the safety rules.
- ♣ Report all injuries immediately, no matter how slight the injury may be.
- ♣ Caution fellow workers when they perform unsafe acts.
- ♣ Don't take chances.
- ♣ Ask questions when there is any doubt concerning safety.
- ♣ Don't tamper with anything you don't understand.
- ♣ Report all unsafe conditions or equipment to your supervisor.

## Accident Prevention Policy Posting

A copy of this manual will be posted in the work area.

It is the policy of WOODS MAINTENANCE SERVICES, INC. to provide a safe and clean workplace and to maintain sound operating practices. Concentrated efforts shall produce safe working conditions and result in efficient, productive operations. Safeguarding the health and welfare of our employees cannot be stressed too strongly.

Accident prevention is the responsibility of all of us. Department heads and supervisors at all levels shall be responsible for continuous efforts directed toward the prevention of accidents. Employees are responsible for performing their work in a safe manner.

The observance of safe and clean work practices, coupled with ongoing compliance of all established safety standards and codes, will reduce accidents and make our Company a better place to work.

# SAFETY PROGRAM

## Safety Audits

The best method to establish a safer workplace is to study past accidents and worker compensation complaints. By focusing on past injuries, the Company hopes to avoid similar problems in the future. Therefore, whenever there is an accident, and in many cases upon review of past accidents, you may be requested to participate in a safety audit interview. During the interview, there will be questions about the nature of the investigation and the workplace safety related to the incident. Please answer these questions honestly and completely. Also, please volunteer any personal observations and/or suggestions for improved workplace safety.

Based upon the study of past accidents and industry recommendations, a safety training program has been implemented. In addition to other preventative practices, there will be a group discussion of the cause of the accident and methods to avoid the type of accidents and injury situations experienced in the past. Work rules will be reviewed and modified based upon the study of these accidents.

In addition to historical information, workplace safety depends on workplace observation. Your supervisor is responsible for inspecting your working area daily, before and while you are working. However, this does not mean that you are no longer responsible for inspecting the workplace also. Each day, before you begin work, inspect the area for any dangerous conditions. Inform your supervisor of anything significant, so other employees or guests are advised. You may also be given written communications regarding unsafe conditions or serious concealed dangers. Review this communication carefully and adjust your workplace behavior to avoid any danger or hazards. If you are unclear or unsure of the significance of this written communication, contact your supervisor and review your planned actions before starting to work. It is better to wait and check, than to go ahead and possibly cause an injury to yourself or others.

## Accident Investigation

A primary tool used by WOODS MAINTENANCE SERVICES, INC. to identify the areas responsible for accidents is a thorough and complete accident investigation (see included forms). The results of each

# SAFETY PROGRAM

investigation will be reduced to writing and submitted for review by management and Company's insurance carriers.

A written report should be prepared from notes and diagrams made at the scene. All statements should include the time and date given, and the town or county where the statement was made. If the statement is intended to be used in court proceedings, a suitable jurat is required, otherwise a simple statement that the description is sworn to be true under the penalty of perjury with the date, place and time included. All photographs or video recordings should be similarly identified. Let people know on tape that they are being recorded. Also, make sure that the names and addresses, as well as the day and evening phone numbers of all eye witnesses are noted and recorded.

If a formal police report or other official investigation is conducted by any government agency, get the name and badge number of the official, or a business card, and find out when a copy of the official report will be available to the public. If you are requested to make a statement, you have the right to have a Company lawyer attend your statement at no cost to you.

A satisfactory accident or incident report will answer the following questions:

- ◆ What happened? The investigation report should begin by describing the accident, the injury sustained, the eyewitnesses, the date, the time and location of the incident and the date and time of the report. Remember, who, what, where, when and how are questions that this report must address.
- ◆ Why did the accident occur? The ultimate cause of the accident may not be known for several days after all the data are analyzed. However, if an obvious cause suggests itself, include your conclusions as a hypothesis at the time you give your information to the person in charge of the investigation.
- ◆ What should be done? Once a report determines the cause of the accident, it should suggest a method of avoiding future accidents of a similar character. This is a decision by the Responsible Safety Officer and the Project Supervisor, as well as top management. Once a solution has been adopted, it is everyone's responsibility to implement it.

# SAFETY PROGRAM

- ◆ What has been done? A follow up report will be issued after a reasonable amount of time to determine if the suggested solution
- ◆ was implemented, and if so, whether the likelihood of accident has been reduced.

## Company Report Forms

Attached, for use by Supervisors and employees involved in an accident, are report forms specifically to aid in the investigation of all accidents, incidents and injuries.

Additionally, there are forms to be use to evaluate specific conditions and for verifying safety training for each employee.

All forms may be duplicated, should be numbered sequentially and filled out as completely as possible. Forms shall be returned to Company Offices and the supervisor of the particular project. Any questions relating to these forms should be addressed to the "Designated Safety & Health Representative" (Jeff Woods), or your direct supervisor.

Revised 9/11

WOODS MAINTENANCE SERVICES INC



## Sample Employee Identification Card



Write On, Right Off™ Screen Shots  
SmartPhone

A smartphone screen showing the "Report an Issue" form. The form has a purple header with the title "Report an Issue" and links for "AUTO-LOCATE" and "LOGIN". The form contains several input fields: "Your Name (Optional)", "Your Email (Optional)", a dropdown menu currently showing "Santa Monica", and a "Graffiti Address" field. Below the address field is a question "Where is the Graffiti at this location?" and a "Location Details" section. A note states "You may (optionally) upload some images by touching these placeholders" above three blue image upload icons. A "Submit" button is located at the bottom of the form. The phone's status bar at the top shows the time 8:43 AM.

# Write On, Right Off™ Screen Shots

## Web Application

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GRAFFITI  
CONTROL  
SYSTEM



GRAFFITI CONTROL SYSTEM is a professional graffiti removal service. We provide a complete range of services including graffiti removal, graffiti prevention, and graffiti repair. Our services are available in all areas of the country. We are committed to providing the highest quality service to our clients. We are proud to be a part of the Graffiti Control System family.



Report Graffiti

Click on the image to report a graffiti. You will be able to see the location of the graffiti and the status of the report.



Client Login

WMS



West Woods Maintenance  
Service, LLC

West Woods Maintenance Service, LLC is a professional maintenance service. We provide a complete range of services including lawn care, tree care, and snow removal. Our services are available in all areas of the country. We are committed to providing the highest quality service to our clients. We are proud to be a part of the West Woods Maintenance Service, LLC family.

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Home | About Us | Contact Us

City:

Address:

Location of Graffiti:



Images:

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Home | About Us | Contact Us

Home | About Us | Contact Us

Home | About Us | Contact Us

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**LOS ANGELES COUNTY  
GRAFFITI REMOVAL SERVICES  
DISTRICT 2 - NORTH (2018-PA020)**

April 3, 2018

Woods Maintenance Services, Inc.  
7260 Atoll Avenue  
North Hollywood, California 91605  
(800) 794-7384

<http://www.graffiticontrol.com>    [sales@graffiticontrol.com](mailto:sales@graffiticontrol.com)

SCHEDULE OF PRICES  
FOR  
GRAFFITI REMOVAL SERVICES DISTRICT 2 - NORTH (2018-PA020)

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. 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	UNIT	UNIT PRICE	ESTIMATED NUMBER OF UNITS	ANNUAL PRICE (Unit Price X Estimated Number of Units)
Graffiti Removal Services (Exhibit A, Scope of Work)	Month	\$ 56,750.00	12	\$ 681,000.00
<b>TOTAL ANNUAL PROPOSED PRICE =</b>				<b>\$ 681,000.00</b>

LEGAL NAME OF PROPOSER Woods Maintenance Services, Inc.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL <i>Benny K. Woods</i>		
TITLE OF AUTHORIZED PERSON President		
DATE March 30, 2018	STATE CONTRACTOR'S LICENSE NUMBER 741322	LICENSE TYPE B; C33; C61/D38; C61/D49; C61/D63; C61/D52
PROPOSER'S ADDRESS  7260 Atoll Avenue North Hollywood, CA 91605		
PHONE 818-764-2515	FACSIMILE 818-764-2516	E-MAIL request@graffiticontrol.com

SCHEDULE OF PRICES  
FOR  
GRAFFITI REMOVAL SERVICES DISTRICT 2 - NORTH (2018-PA020)

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<b>TOTAL ANNUAL PROPOSED PRICE =</b>				<b>\$ 681,000.00</b>

LEGAL NAME OF PROPOSER Woods Maintenance Services, Inc.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL <i>Barry K. Woods</i>		
TITLE OF AUTHORIZED PERSON President		
DATE March 30, 2018	STATE CONTRACTOR'S LICENSE NUMBER 741322	LICENSE TYPE B; C33; C61/D38; C61/D49; C61/D63; C61/D52
PROPOSER'S ADDRESS:  7260 Atoll Avenue North Hollywood, CA 91605		
PHONE 818-764-2515	FACSIMILE 818-764-2516	E-MAIL request@graffiticontrol.com

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FOR  
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DESCRIPTION	UNIT	UNIT PRICE	ESTIMATED NUMBER OF UNITS	ANNUAL PRICE (Unit Price X Estimated Number of Units)
Graffiti Removal Services (Exhibit A, Scope of Work)	Month	\$ <u>56,750.00</u>	12	\$ <u>681,000.00</u>
<b>TOTAL ANNUAL PROPOSED PRICE =</b>				\$ <u>681,000.00</u>

LEGAL NAME OF PROPCSER Woods Maintenance Services, Inc.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL <i>Benny K. Woods</i>		
TITLE OF AUTHORIZED PERSON President		
DATE March 30, 2018	STATE CONTRACTOR'S LICENSE NUMBER 741322	LICENSE TYPE B; C33; C61/D38; C61/D49; C61/D63; C61/D52
PROPOSER'S ADDRESS:  7260 Atoll Avenue North Hollywood, CA 91605		
PHONE 818-764-2515	FACSIMILE 818-764-2516	E-MAIL request@graffiticontrol.com

SCHEDULE OF PRICES  
FOR  
GRAFFITI REMOVAL SERVICES DISTRICT 2 - NORTH (2018-PA020)

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Graffiti Removal Services (Exhibit A, Scope of Work)	Month	\$ 56,750.00	12	\$ 681,000.00
<b>TOTAL ANNUAL PROPOSED PRICE =</b>				<b>\$ 681,000.00</b>

LEGAL NAME OF PROPOSER Woods Maintenance Services, Inc.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL <i>Banyk Woods</i>		
TITLE OF AUTHORIZED PERSON President		
DATE March 30, 2018	STATE CONTRACTOR'S LICENSE NUMBER 741322	LICENSE TYPE B; C33; C61/D38; C61/D49; C61/D63; C61/D52
PROPOSER'S ADDRESS: 7260 Atoll Avenue North Hollywood, CA 91605		
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SUMMARY SHEET OF SCHEDULE OF PRICES

FOR

GRAFFITI REMOVAL SERVICES DISTRICT 2 - NORTH (2018-PA020)

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder's rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. 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.

NOTE: Bidder must provide pricing for ALL contract terms including the 4th term. Any submitted bid that does not include pricing for all terms maybe rejected at the sole discretion of the County.

It is the responsibility of the Bidder to calculate the Proposal price to take into consideration a possible escalation of wages, materials, and other costs during the Contract period. The Board, County, Public Works, District(s), or Director make no representations regarding future costs or the rate of wages that may become necessary to pay employees of the Contractor for the work performed during the Contract period.

ITEM	TERMS	ANNUAL PRICE
1	GRAFFITI REMOVAL SERVICES DISTRICT 2 - NORTH (Initial Term)	\$ 681,000.00
2	GRAFFITI REMOVAL SERVICES DISTRICT 2 - NORTH (Option Year 1)	\$ 681,000.00
3	GRAFFITI REMOVAL SERVICES DISTRICT 2 - NORTH (Option Year 2)	\$ 681,000.00
4	GRAFFITI REMOVAL SERVICES DISTRICT 2 - NORTH (Option Year 3)	\$ 681,000.00
<b>TOTAL PRICE FOR YEARS 1 THROUGH 4</b>		\$ 2,724,000.00
<b>AVERAGE TOTAL PRICE FOR YEARS 1 THROUGH 4 (TOTAL PRICE FOR YEARS 1 THROUGH 4 ÷ 4 YEARS)</b>		\$ 681,000.00

LEGAL NAME OF PROPOSER Woods Maintenance Services, Inc.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL <i>Benny K. Woods</i>		
TITLE OF AUTHORIZED PERSON President		
DATE March 30, 2018	STATE CONTRACTOR'S LICENSE NUMBER (IF APPLICABLE) 741322	LICENSE TYPE (IF APPLICABLE) B; C33; C61/D38; C61/D49; C61/D63; C61/D52
PROPOSER'S ADDRESS: 7260 Atoll Avenue North Hollywood, CA 91605		
PHONE 818-764-2515	FACSIMILE 818-764-2516	E-MAIL request@graffiticontrol.com



**County of Los Angeles**  
**Request for County's Preference Program Consideration and**  
**CBE Firm/Organization Information Form**

I. **INSTRUCTIONS:** Businesses requesting preference consideration must complete and return this form for proper consideration of the proposal. Businesses may request consideration for one or more preference programs. Check all certifications that apply.\*

I MEET ALL OF THE REQUIREMENTS AND REQUEST THIS PROPOSAL BE CONSIDERED FOR THE PREFERENCE PROGRAM(S) SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER ISSUED BY THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED.

**Request for Local Small Business Enterprise (LSBE) Program Preference**

- Certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one (1) year; or
- Certified as a LSBE with other certifying agencies under DCBA's inclusion policy that has its principal place of business located in Los Angeles County and has revenues and employee sizes that meet the State's Department of General Services requirements; and
- Certified as a LSBE by the DCBA.

**Request for Social Enterprise (SE) Program Preference**

- A business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and
- Certified as a SE business by the DCBA.

**Request for Disabled Veterans Business Enterprise (DVBE) Program Preference**

- Certified by the State of California, or
- Certified by U.S. Department of Veterans Affairs as a DVBE; or
- Certified as a DVBE with other certifying agencies under DCBA's inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned small business by the Veterans Administration; and
- Certified as a DVBE by the DCBA.

**\*BUSINESS UNDERSTANDS THAT ONLY ONE OF THE ABOVE PREFERENCES WILL APPLY. IN NO INSTANCE SHALL ANY OF THE ABOVE LISTED PREFERENCE PROGRAMS PRICE OR SCORING PREFERENCE BE COMBINED WITH ANY OTHER COUNTY PROGRAM TO EXCEED FIFTEEN PERCENT (15%) IN RESPONSE TO ANY COUNTY SOLICITATION.**

**DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.**

DCBA certification is attached.

Name of Firm Woods Maintenance Services, Inc.		County Webven No. 05696501	
Print Name: Barry K. Woods		Title: President	
Signature: <i>Barry K. Woods</i>		Date: March 30, 2018	
Reviewer's Signature			
	Approved	Disapproved	Date

**FORM PW-9.1 (SUPPLEMENTAL)**

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, Inc.
My County (WebVen) Vendor Number:	05696501

II. **FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation, or disability.

Business Structure:						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise		
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners): 79						
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			10	2	62	
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	%	%/	%	%	%	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. Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

**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: <i>Benny K. Woods</i>	Title: President	Date: March 30, 2018
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GAIN and GROW EMPLOYMENT COMMITMENT

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov) and [BSERVICES@wdacs.lacounty.gov](mailto:BSERVICES@wdacs.lacounty.gov).

**Proposers unable to meet this requirement shall not be considered for contract award.**

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

\_\_\_\_\_ YES (subject to verification by County)                        X   NO

B. Proposer is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

  X   YES                      \_\_\_\_\_ NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

\_\_\_\_\_ YES                      \_\_\_\_\_ NO                        X   N/A (Program not available)

Signature <i>Benny K. Woods</i>	Title President
Firm Name Woods Maintenance Services, Inc.	Date March 30, 2018

## ZERO TOLERANCE HUMAN TRAFFICKING POLICY CERTIFICATION

Company Name: Woods Maintenance Services, Inc.		
Company Address: 7260 Atoll Avenue		
City: North Hollywood	State: California	Zip Code: 91605
Telephone Number: 818-764-2515	Email Address: request@graffiticontrol.com	
Solicitation/Contract for <u>Graffiti Removal Services District 2 - North (2018-PA020)</u> Services		

## PROPOSER CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Proposer acknowledges and certifies compliance with Exhibit B, Section 1.00, Compliance with County's Zero Tolerance Human Trafficking Policy, of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's Zero Tolerance Human Trafficking Policy may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name: Barry K. Woods	Title: President
Signature: <i>Barry K. Woods</i>	Date: March 30, 2018

**BIDDER'S COMPLIANCE WITH MINIMUM MANDATORY REQUIREMENTS OF THE  
INVITATION FOR BIDS  
GRAFFITI REMOVAL SERVICES DISTRICT 2 - NORTH (2018-PA020)**

**BIDDER MUST CHECK A BOX IN EACH SECTION**

Important Note: The information on this form is subject to verification.

At the time of Bids Submission, Bidder must meet the following minimum mandatory requirements:

1. Bidder must hold a valid and active C-33 State of California-issued Contractor's License.

Yes. Bidder possess a valid and active C-33 State of California-issued Contractor's License.

License No.	Name of the License Holder	Valid Dates	Page Number(s)*
741322	Woods Maintenance Services, Inc.	Expires 10/31/2019	See copy of license attached

\*List the page number in the bid containing a copy of the license.

No. Bidder **does not** possess a valid and active C-33 State of California-issued Contractor's License. **By checking this box, the Bid Submission will be immediately disqualified as nonresponsive.**

2. Bidder or its managing employee must have a minimum of 3 years of experience performing graffiti abatement services.

Yes. Bidder or its managing employee meets the experience requirement stated above.

Bidder's name	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience
Woods Maintenance Services, Inc. dba Graffiti Control Systems	1975	Graffiti Abatement - Various city and municipal agencies
	Current	

No. Bidder does not meet the experience requirement stated above

**Note: Bidder has to complete Section 2.2 of this form if the Minimum Mandatory Requirements, No. 2, of this IFB is being met by its managing employee.**

2.2. Bidder's Managing Employee must have a minimum of three years of experience performing graffiti abatement services.

Bidder's Managing Employee's Name	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience
Jeff Woods	Sept. 2003	Graffiti Abatement - Various city and municipal agencies
	Current	

No. Bidder or it's managing employee does not meet the experience requirement stated above. **By checking this box, the Bid Submission will be immediately disqualified as nonresponsive.**

3. Bidder must submit proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5. **Pending registrations will not be accepted.**

Yes. Bidder has submitted proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5

Name of Registration Holder	Registration No.	Registration Date	Expiration Date
Woods Maintenance Services, Inc.	1000003177	05/08/2017	06/30/2018

No. Bidder has NOT submitted proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration. **By checking this box, the Bid Submission will be immediately disqualified as nonresponsive.**

3.1 Prevailing Wage Payment Affirmation:

- Yes. Bidder has determined the appropriate prevailing wage classifications needed to perform the work requested and prevailing wage work shall be paid Prevailing Wages in compliance with the California Labor Code when conducting activities that are subject to prevailing wage. These rates must be included in Form LW-8, Cost Methodology.
- No. Bidder has not determined the appropriate prevailing wage classifications needed to perform the work requested and Bidder will not pay prevailing wages in compliance with the California Labor Code when conducting activities that are subject to prevailing wage. And/Or the rates included in Form LW-8, Cost Methodology, do not demonstrate payment of prevailing wages for the work. **By checking this box, the Bid Submission will be immediately disqualified as nonresponsive.**

Bidder declares under penalty of perjury that the information stated above is true and accurate. Bidder further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this bid are made, the bid may be rejected at the sole discretion of the County.

Bidder's Name: Woods Maintenance Services, Inc.	
Authorized representative Name: Barry K. Woods	
Signature: <i>Barry K. Woods</i>	Date: March 30, 2018

## Living Wage Rate Annual Adjustments

The Living Wage Ordinance is applicable to Proposition A and cafeteria services contracts. Employers shall pay employees a Living Wage for their services provided to the county of no less than the hourly rates and effective dates as follows:

Effective Date	Hourly Rate
March 1, 2016	\$13.25
January 1, 2017	\$14.25
January 1, 2018	\$15.00
January 1, 2019	\$15.79

Effective January 1, 2020, the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

The Chief Executive Office (CEO) will issue a memo advising departments of the CPI to be used when determining the Living Wage rate effective January 1, 2020, and every year thereafter.

### Instructions to complete PW-2s, Schedule of Prices and LW-8s, Cost Methodology

The Contract's terms and the anniversary of the Living Wage rate increases are not the same dates. For example, the Contract may start from October 1, 2017, and will end September 30, 2018, which covers two different rates of Living Wage.

This means in the same Contract term, for example, the first option term, contractor must adhere to two different rates of Living Wage.

Each Contract term has its own Form PW-2 and Form LW-8.

**Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATE IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE.**

For example, contractor's term cover from October 1, 2017 to December 31, 2017, the Living Wage rate is \$14.25 and from January 1, 2018 to August 31, 2018, the Living Wage rate is \$15.00, therefore; the Contractor's LW-8 for this period must be \$15.00 or higher or Contractor's LW-8 clearly shows the two rates during those periods.

Each Contract term proposed prices indicated in Form PW-2, Schedule of Prices, must be equal to each Form LW-8.



COUNTY OF LOS ANGELES

ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE FOR LIVING WAGE ORDINANCE AND CONTRACTOR NONRESPONSIBILITY DEBARMENT

The undersigned individual is the owner or authorized agent (Agent) of the business entity or organization ("Firm") identified below and makes the following statements on behalf of his or her Firm.

The Agent is required to check each of the following two boxes:

LIVING WAGE ORDINANCE:

[X] The Agent has read the County's Living Wage Ordinance (Los Angeles County Code, Section 2.201.010 through 2.201.100), and understands that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

[X] The Agent has read the County's Determinations of Contractor Nonresponsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understands 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 an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of the proposal; OR

[ ] The Firm HAS been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of this 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 three (3) 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 three (3) years of the date of the proposal that the Firm committed a Labor Law/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 (10) years; OR

[ ] The Firm HAS been debarred by a public entity within the past ten (10) years. Provide the pertinent information (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) on the attached Labor/Payroll/Debarment History form.

I declare under penalty of perjury under the laws of the State of California that the above is true, complete and correct.

Owner's/Agent's Authorized Signature <i>Barry K. Woods</i>	Print Name and Title Barry K. Woods - President
Print Name of Firm Woods Maintenance Services, Inc.	Date March 30, 2018

FORM LW-7.1 (SUPPLEMENTAL)

PROPOSER'S EMPLOYEE BENEFITS

Proposer: Woods Maintenance Services, Inc.

Name of Proposer's Health Plan: Anthem Blue Cross

Date: March 16, 2018

Medical Insurance/Health Plan:

Employer Pays \$ 0.00 Employee Pays \$ 293.54 Total Mo. Premium \$ 293.54

Annual Deductible Based on Prevailing Wage, the Health portion covers their medical.  
Employee \$ 0.00 Family \$ 0.00

Coverage (√)

- Hospital Care (In Patient  Out Patient )
- X-Ray and Laboratory
- Surgery
- Office Visits
- Pharmacy
- Maternity
- Mental Health/Chemical Dependency, In Patient
- Mental Health/Chemical Dependency, Out Patient

Dental Insurance:

Employer Pays \$ N/A Employee Pays \$ 100% Total Mo. Premium \$ Varies

Life Insurance:

Employer Pays \$ 2.85 Employee Pays \$ N/A Total Mo. Premium \$ 34.20

Vacation:

Number of Days 0 and

Any increase after 10 years of employment, number of days or hours 5 days

Sick Leave:

Number of Days 6 and

Any increase after N/A years of employment, number of days or hours N/A

Holidays:

Number of Days 12 per year

Retirement:

Employer Pays \$ N/A Employee Pays \$ N/A Total Premium \$ N/A

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT:

GRAFFITI REMOVAL SERVICES DISTRICT 2 - NORTH (2018-PA020)

FORM LW-8.1  
INITIAL TERM

PROPOSER: WOODS MAINTENANCE SERVICES, INC.

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	APPROXIMATE HOURS (52 x Hrs per wk)	HOURLY WAGE RATE**	COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Graffiti Abatement Technician		R	R	R	R	R	R	40	2080	\$47.00 \$	97,760.00
Graffiti Abatement Technician		R	R	R	R	R	R	40	2080	\$47.00 \$	97,760.00
Graffiti Abatement Technician		R	R	R	R	R	R	40	2080	\$47.00 \$	97,760.00
Graffiti Abatement Technician		R	R	R	R	R	R	40	2080	\$47.00 \$	97,760.00
Supervisor								6	312	\$26.00 \$	8,112.00
Quality Control Inspector								3	156	\$21.00 \$	3,276.00
<p>Comments/Notes:</p> <p>** Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATE IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE</p>											
<p>Total Salaries \$ 402,428.00</p> <p>(1) Vacations, Sick Leave, Holiday \$ 14,085.00</p> <p>(2) Health Insurance \$ 4,430.00</p> <p>(3) Payroll Taxes &amp; Workers' Compensation \$ 48,291.00</p> <p>(4) Welfare and Pension \$</p> <p>Total Employee Benefits (1+2+3+4) \$ 66,801.00</p> <p>(5) Equipment Costs \$ 69,298.00</p> <p>(6) Service and Supply Costs \$ 48,352.00</p> <p>(7) General and Administrative Costs \$ 44,225.00</p> <p>(8) Profit \$ 51,891.00</p> <p>Total Other Costs (5+6+7+8) \$ 211,766.00</p> <p>TOTAL PRICE \$ 681,000.00</p>											

\* All employees shown must be FULL-TIME employees of the Bidder unless exemption to use Part-Time employees has been granted by the County

\*\* Living wage rate shall be at the wage rate as set forth in Form LW-1. Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in compliance may subject your proposal to rejection. Note: This cost methodology is to show in detail, how the Bidder 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. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2.1 Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2.1, Schedule of Prices, and this cost methodology, Form LW-8.1, the correctly calculated price indicated in Form PW-2.1, Schedule of Prices, shall prevail.

The above information was compiled from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the requirements of the proposal.

Woods Maintenance Services, Inc. Benny K. Woods  
Name of Bidder Signature

March 30, 2018  
Date

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT:

GRAFFITI REMOVAL SERVICES DISTRICT 2 - NORTH (2018-PA020)

FORM LW-8.2  
OPTION YEAR 1

PROPOSER: WOODS MAINTENANCE SERVICES, INC.

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	APPROXIMATE HOURS (52 x Hrs per wk)	HOURLY WAGE RATE**	COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Graffiti Abatement Technician		8		8	8	8	8	40	2080	\$47.00	\$97,760.00
Graffiti Abatement Technician		8		8	8	8	8	40	2080	\$47.00	\$97,760.00
Graffiti Abatement Technician		8		8	8	8	8	40	2080	\$47.00	\$97,760.00
Graffiti Abatement Technician		8		8	8	8	8	40	2080	\$47.00	\$97,760.00
Supervisor		3						3	312	\$26.00	\$8,112.00
Quality Control Inspector								3	156	\$21.00	\$3,276.00
Comments/Notes:											
** Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATE IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE											
(1) Vacations, Sick Leave, Holiday (2) Health Insurance (3) Payroll Taxes & Workers' Compensation (4) Welfare and Pension (5) Equipment Costs (6) Service and Supply Costs (7) General and Administrative Costs (8) Profit											
Total Salaries \$ 402,428.00 \$ 14,085.00 \$ 4,430.00 \$ 40,291.00 Total Employee Benefits (1+2+3+4) \$ 60,806.00 \$ 69,299.00 \$ 46,352.00 \$ 44,225.00 \$ 51,881.00 Total Other Costs (5+6+7+8) \$ 211,763.00 TOTAL PRICE \$ 681,000.00											

\* All employees shown must be FULL-TIME employees of the bidder unless exemption to use Part-Time employees has been granted by the County Note. Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2 201 - Living Wage Program. Hourly rates that are not in compliance may subject your proposal to rejection. This cost methodology is to show, in detail, how the Bidder 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; Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2.1, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2.1, Schedule of Prices, and this cost methodology, Form LW-8.1, the correctly calculated price indicated in Form PW-2.1 Schedule of Prices, shall prevail.

The above information was compiled from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the requirements of the proposal.

Woods Maintenance Services, Inc.  
 Name of Bidder Benny K. Woods  
 Signature  
 Date March 30, 2018

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT:

GRAFFITI REMOVAL SERVICES DISTRICT 2 - NORTH (2018-PA020)

FORM LW-8.3  
OPTION YEAR 2

PROPOSER: WOODS MAINTENANCE SERVICES, INC.

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	APPROXIMATE HOURS (52 x hrs per wk)	HOURLY WAGE RATE**	COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Graffiti Abatement Technician		8	8	8	8	8	8	40	2080	\$47.00 \$	97,760.00
Graffiti Abatement Technician		8	8	8	8	8	8	40	2080	\$47.00 \$	97,760.00
Graffiti Abatement Technician		8	8	8	8	8	8	40	2080	\$47.00 \$	97,760.00
Graffiti Abatement Technician		8	8	8	8	8	8	40	2080	\$47.00 \$	97,760.00
Supervisor	3							3	312	\$26.00 \$	8,112.00
Quality Control Inspector								3	156	\$21.00 \$	3,276.00
<p>Comments/Notes:</p> <p>** Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATE IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE</p> <p>(1) Vacations, Sick Leave, Holiday                  (2) Health Insurance                  (3) Payroll Taxes &amp; Workers' Compensation                  (4) Welfare and Pension                  (5) Equipment Costs                  (6) Service and Supply Costs                  (7) General and Administrative Costs                  (8) Profit</p> <p>Total Salaries \$ 492,438.00                  \$ 14,085.00                  \$ 4,430.00                  \$ 49,291.00                  Total Employee Benefits (1+2+3+4) \$ 68,806.00                  \$ 69,298.00                  \$ 46,352.00                  \$ 44,225.00                  \$ 51,891.00                  Total Other Costs (5+6+7+8) \$ 211,756.00                  TOTAL PRICE \$ 691,000.00</p>											

All employees shown must be FULL-TIME employees of the Bidder unless exemption to use Part-Time employees has been granted by the County

\*\* Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2-201 - Living Wage Program. Hourly rates that are not in compliance may subject your proposal to rejection. This cost methodology is to show, in detail, how the Bidder 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. Bidder's costs for insurance, supplies, equipment overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2.1 Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2.1, Schedule of Prices, and this cost methodology, Form LW-8.1, the currently calculated price indicated in Form PW-2.1, Schedule of Prices, shall prevail.

The above information was compiled from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the requirements of the proposal.

Woods Maintenance Services, Inc  
 Name of Bidder

*Benny K. Woods*  
 Signature

March 30, 2018  
 Date

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT:

GRAFFITI REMOVAL SERVICES DISTRICT 2 - NORTH (2018-PA020)

FORM LW-8.4  
OPTION YEAR 3

PROPOSER: WOODS MAINTENANCE SERVICES, INC.

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	APPROXIMATE HOURS (52 x hrs per wk)	HOURLY WAGE RATE**	COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Graffiti Abatement Technician		B	B	B	B	B	B	40	2080	\$47.00	\$ 97,760.00
Graffiti Abatement Technician		B	B	B	B	B	B	40	2080	\$47.00	\$ 97,760.00
Graffiti Abatement Technician		B	B	B	B	B	B	40	2080	\$47.00	\$ 97,760.00
Graffiti Abatement Technician		B	B	B	B	B	B	40	2080	\$47.00	\$ 97,760.00
Supervisor		3						3	312	\$26.00	\$ 8,112.00
Quality Control Inspector								3	156	\$21.00	\$ 3,276.00
<p>Comments/Notes:</p> <p>** Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATE IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE</p> <p>Total Salaries \$ 402,428.00</p> <p>(1) Vacations, Sick Leave, Holiday \$ 14,085.00</p> <p>(2) Health Insurance \$ 4,430.00</p> <p>(3) Payroll Taxes &amp; Workers' Compensation \$ 49,291.00</p> <p>(4) Welfare and Pension \$ -</p> <p>(5) Equipment Costs \$ 66,605.00</p> <p>(6) Service and Supply Costs \$ 69,208.00</p> <p>(7) General and Administrative Costs \$ 46,352.00</p> <p>(8) Profit \$ 44,225.00</p> <p>Total Employee Benefits (1+2+3+4) \$ 124,171.00</p> <p>Total Other Costs (5+6+7+8) \$ 51,891.00</p> <p>TOTAL PRICE \$ 681,000.00</p>											

\* All employees shown must be FULL-TIME employees of the Bidder unless exemption to use Part-Time employees has been granted by the County

\*\* Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2 201 - Living Wage Program. Hourly rates that are not in compliance may subject your proposal to rejection. This cost methodology is to show, in detail, how the Bidder 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. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2.1, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2.1, Schedule of Prices, and this cost methodology, Form LW-8.1, the correctly calculated price indicated in Form PW-2.1, Schedule of Prices, shall prevail.

The above information was compiled from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the requirements of the proposal.

*Benny K. Woods*  
Signature

Woods Maintenance Services, Inc.  
Name of Bidder

March 30, 2018  
Date



LOS ANGELES COUNTY  
**CONSUMER &  
BUSINESS AFFAIRS**

Brian J. Stiger  
Director

Los Angeles County  
Board of Supervisors  
Hilda L. Solis  
Mark Ridley-Thomas  
Sheila Kuehl  
Janice Hahn  
Kathryn Barger

April 17, 2017

WOODS MAINTENANCE SERVICES INC  
7260 Atoll Avenue  
North Hollywood, CA 91605

Vendor #: 056965  
Certification Record #: 7970

CERTIFICATION LETTER FOR NON-FEDERALLY FUNDED COUNTY SOLICITATIONS

Dear WOODS MAINTENANCE SERVICES, INC:

Congratulations! Your business is now certified as a Local Small Business Enterprise (LSBE) with the County of Los Angeles effective as of the date of this letter. Your LSBE certification expiration date is based on your State of California Department of General Services' (DGS) small business certification. Your certification expires on February 28, 2019.

Your business is eligible for LSBE preference consideration in those County of Los Angeles solicitations which include the "Request for Preference Consideration" form. You must complete the form and provide your Vendor Number in your bid/proposal along with a copy of this approval letter for each response to receive the preference.

Additionally, the Board of Supervisors established a "Countywide Small Business Payment Liaison and Prompt Pay Program". As a certified LSBE, your company is now eligible for a 15-day prompt payment. Please call the Small Business Services office at 855-230-6430 or send an email to [cbesbe@dca.lacounty.gov](mailto:cbesbe@dca.lacounty.gov) to request your free Prompt Payment Stamp and Instructions.

The County of Los Angeles Department of Consumer and Business Affairs reserves the right to request additional information and/or conduct an on-site visit to verify your company's eligibility for the program. Please contact our office immediately if your business experiences any changes that could affect eligibility during the certification period.

Again, congratulations on your certification. If you have any questions about our LSBE Program, please call us at 323-881-3964, visit our website at <http://dca.lacounty.gov> or email us at [cbesbe@dca.lacounty.gov](mailto:cbesbe@dca.lacounty.gov).

Sincerely,

BRIAN J. STIGER  
DIRECTOR

SABRA PURIFOY  
Program Chief, Small Business Services  
BJS:SP



500 W. Temple St , Room B-96 • Los Angeles, CA 90012-2706 • toll-free 800.593.8222 • phone 213.974.1452 • fax 213.687.1137

[dca.lacounty.gov](http://dca.lacounty.gov)

Legal Name	Registration Number	County	City	License Type/Number(s)	Current Status	Registration Date	Expiration Date
WOODS MAINTENANCE SERVICES, INC.	1000003177	LOS ANGELES	NORTH HOLLYWOOD	CSLB:745689 CSLB:741322	Active	05/06/2017	06/30/2018



# ACTIVE AND CURRENT CONTRACTOR LICENSES



CONTRACTORS  
STATE LICENSE BOARD  
ACTIVE LICENSE



License Number **741322**

Entity **CORP**

Business Name **WOODS MAINTENANCE SERVICES  
INC DBA GRAFFITI CONTROL  
SYSTEMS**

Classifications **C61/D52 C33 C61/D38 B C61/D31  
HAZ C61/D63 C61/D49 C27**



Expiration Date **10/31/2019**

[www.cslb.ca.gov](http://www.cslb.ca.gov)

# Agreement

BOARD EXECUTE



BY AND BETWEEN

THE COUNTY OF LOS ANGELES,  
DEPARTMENT OF PUBLIC WORKS

AND

WOODS MAINTENANCE SERVICES, INC.  
d.b.a. GRAFFITI CONTROL SYSTEMS

FOR

GRAFFITI REMOVAL SERVICES DISTRICT 2 – EAST  
(2018-PA021)

= 78846

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- EXHIBIT G Location Map**

AGREEMENT FOR

GRAFFITI REMOVAL SERVICES DISTRICT 2 - EAST  
(2018-PA021)

THIS AGREEMENT, made and entered into this 2<sup>nd</sup> day of October, 2018, 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 SERVICES, INC., dba GRAFFITI CONTROL SYSTEMS, a California corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Statement of Qualifications filed with the COUNTY on April 21, 2015, and Bid Submission filed with COUNTY on April 2, 2018, hereby agrees to provide services as described in this Contract for Graffiti Removal Services District 2 - East (2018-PA021).

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Bid Submission Instructions; Invitation for Bids, and Exhibit G, Location Map, including its Exhibits and Addenda; the CONTRACTOR'S Statement of Qualifications and Bid Submission, the Request for Statement of Qualifications; and Addenda to the Request for Statement of Qualifications, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Bid submission and attached hereto as Form PW-2.1-2.4, an amount not to exceed \$227,400 per year or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's initial term shall be for a period of one year commencing on November 1, 2018, or upon the Board's approval, whichever occurs last. The COUNTY shall have the sole option to renew this Contract term for up to three additional one-year periods and six month-to-month extensions for a maximum total Contract term of four years and six months. Each such option shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full one year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term.

78846

The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

FIFTH: The CONTRACTOR shall bill monthly, upon completion in arrears, for the work performed during the preceding month. Work performed shall be billed at the unit prices quoted in Form PW-2.1-2.4, Schedule of Prices, respectively.

SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works  
Attention Fiscal Division, Accounts Payable  
P.O. Box 7508  
Alhambra, CA 91802-7508

SEVENTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

TENTH: No Cost-of-Living Adjustments shall be granted for the optional renewal periods.

ELEVENTH: In the event that the terms and conditions, which may be listed in the CONTRACTOR'S Statement of Qualifications and Bid submission, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT including, but not limited to, Exhibits A through G, inclusive, the COUNTY'S provisions shall control and be binding.





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 Jiela Kuehl  
Chair, Board of Supervisors

ATTEST:

Celia Zavala  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles



I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

By Danya Ruiz  
Deputy

CELIA ZAVALA  
Acting Executive Officer  
Clerk of the Board of Supervisors

By Danya Ruiz  
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

By Carole Suzuki  
Deputy

WOODS MAINTENANCE SERVICES,  
INC., DBA GRAFFITI CONTROL  
SYSTEMS

By B. Woods  
Its President

BARRY K. Woods  
Type or Print Name

By Diane W. Woods  
Its Secretary

Diane W. Woods  
Type or Print Name

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

22 OCT 02 2018

Celia Zavala  
CELIA ZAVALA  
EXECUTIVE OFFICER

78846

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles)

On May 11, 2018 before me, Joshua J. Woods  
(insert name and title of the officer)

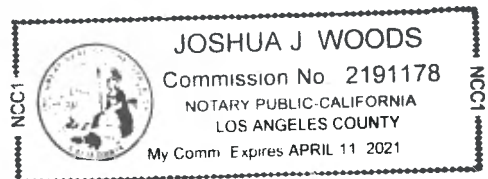
personally appeared Barry K. Woods and Diane W. Woods  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Joshua J. Woods

(Seal)



## SCOPE OF WORK

## GRAFFITI REMOVAL SERVICES DISTRICT 2 - EAST

A. Public Works Program Manager

The Public Works Graffiti Abatement Program Manager (PM) is Ms. Ari DeChellis of Land Development Division who may be contacted at (626) 458-4062, or [adechellis@dpw.lacounty.gov](mailto:adechellis@dpw.lacounty.gov), Monday through Thursday, 7:15 a.m. to 6 p.m. The PM or designee is the only person authorized by Public Works to request additional work of the Contractor. The Contractor will be notified in writing when there is a change in the PM.

B. Work Locations

The Work location under this Contract is District 2, East, as shown on Exhibit G. The Contractor is to provide graffiti removal services in District 2, East.

The numbers of graffiti tags removed by the County's Contractor in prior years are indicated below for informational purposes only. Actual quantities of graffiti to be removed under this Contract will vary from and may exceed the below amounts. The Contractor's price in Form PW-2 (Schedule of Prices) will be for the removal of all graffiti within District 2, East, according to the Specifications of this Contract.

Fiscal Year	Number of Tags Removed District 2 East
FY 14/15	7,189
FY 15/16	7,566
FY 16/17	9,984

C. Background

The work to be performed under this Contract consists of removing graffiti by using chemical solvents, pressure washing, and painting on various surfaces to remove or cover the graffiti and to perform paint out projects to beautify surfaces and objects as requested by the PM or designee. Paint out projects include, but are not limited to, painting surfaces that are in need of enhancement and/or beautification as well as color matching. Public Works Graffiti Abatement Program's goal is 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 graffiti 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.

D. Work Description – General Statement

The primary objective of this Contract is to keep the areas graffiti free by removing all graffiti in the County unincorporated areas as quickly and as often as necessary. The Contractor shall remove graffiti from all surfaces in the specified areas from private, residential/commercial/industrial/, and public property. The Contractor shall fulfill/resolve all graffiti removal requests and shall remove all graffiti seen in the immediate area. In addition, the Contractor shall patrol the assigned areas to seek, find, and remove graffiti and do paint-outs. The PM or designee has the authority to dictate special requests including, but not limited to, the removal of murals.

The Contractor shall provide the necessary number of crews to remove all requests for graffiti removal as specified in Section E.1 and all graffiti seen in the immediate areas. A crew is defined as consisting of at least one full-time (40 hours/week, Monday through Friday) person in a fully equipped vehicle designated to carry out the duties detailed in this Scope of Work.

In addition, the Contractor shall make crews available for special requests and priority assignments requested by the PM or designee.

The Contractor shall establish and implement daily routes for crews and provide a schedule of such routes to inform the PM of the expected locations and work schedule of the crews. The schedule shall conform to the Work Plan set forth in the Contractor's Proposal for this Contract, the Contractor's Staffing Plan, and Cost Methodology Form (LW-8) submitted for this Contract, and subparagraph E.1 of this Exhibit. This routine schedule will be used as a reference to account for all hours the Contractor's staff work under this Contract. This schedule will be approved by the PM and any changes in this schedule must have approval from the PM.

The Contractor shall designate a supervisor who can be contacted to confer with Public Works' Contract Monitors with respect to concerns relating to graffiti removal services and Contractor's operations, including painters' performance. The Contract Monitors are the primary contact person with Contractors. They patrol the areas; identify and report graffiti; monitor the work done by the Contractor; act as the point of contact for constituent referrals and complaints; and issues relating to the contract, work, and Contractor crews. The Contract Monitors, monitor and observe the area covered in the contract and report to the PM. The Contractor's supervisor shall have a thorough knowledge of the needs of contract work locations, the abatement areas, graffiti removal methods, and paint-out projects and the operation of appropriate equipment required to carry out these specifications, terms, conditions, and requirements of the contract.

The County reserves the right to determine if any work is or will be needed and/or requested under this Contract at the County's sole and absolute discretion. The Contractor waives all claims against the County for damages or loss of any nature resulting from the County's failure to use the Contractor's services including, but not limited to, lost profit.

E. General Graffiti Removal Services

The Contractor shall:

1. Maintain a zero-tolerance policy in accordance with the Contractor's Work Plan. The Contractor shall follow its Work Plan throughout the entire Contract unless otherwise approved in writing by the PM. In addition, the Contractor shall:
  - a. Remove vulgar and threatening graffiti (i.e., profane, obscene, racist, gang 187's, or cross-outs) within 24 hours 7 days a week, upon notification.
  - b. Respond to Public Works PM or designee concerning special requests and priority assignments, including paint-out projects and color match corrective painting within 24 hours, 7 days a week, upon request.
  - c. Remove graffiti within 48 hours upon notification, Monday through Friday.
2. Match all paints to existing colors to the satisfaction of the PM or designee. The Contractor shall receive no additional compensation for repainting any area to match the color whether or not original graffiti removal was done by current Contractor. Graffiti shall be removed using new or recycled water-based paint. The Contractor shall make the best possible match to the existing color.
3. Provide Public Works with work record reports no later than the 5<sup>th</sup> day of each month with the monthly invoice. The monthly report shall indicate the number of crews utilized and hours worked. This report shall include all tags removed and their locations (address and whether it was private property or in the public road right of way) and square footage of graffiti removed, painted over or pressure washed. These reports shall be transmitted electronically in an Excel document to the PM who may perform quality control inspections. Mail completed work reports to:

County of Los Angeles, Department of Public Works  
Land Development Division  
Graffiti Abatement Section

Attention Ms. Arienne DeChellis  
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, vehicles, 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, wood, metal, signage, stucco, brick, concrete, cinder blocks, sidewalks, smooth concrete, very rough grouted riprap, vegetation, 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 County approved solvents (see subparagraph E.9).
6. Remove graffiti, do paint-out projects over walls, as well as murals (murals shall only be removed with authorization from the PM, - see paragraph AA. Murals). The color of the paint shall match the color of the surface to which it is applied. In areas where repainting is required in order to match the existing paint, the Contractor shall paint over with the right color to match at no additional cost to the County. 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, vehicles, etc., from paint spillage. If the Contractor encounters graffiti on walls with painted vines, they shall contact the PM or designee for instructions on how to handle.
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), scaffolds, and bucket trucks.
8. Use appropriate methods of covering or removing graffiti for the particular surface and conditions, such as, but not limited to, water blasting (on sidewalks), painting over on block walls that are painted, water blasting on block walls that are not painted, and chemical solvents (on signage). Any chemical solvents utilized to remove graffiti shall have a Material Safety Data Sheet available for Public Works' review.
9. Remove graffiti found on signs in all areas. Graffiti on signs should be removed with any of the following County approved solvents:

- a. OFF-B, graffiti remover - liquid form
- b. 3M™ Citrus Base Industrial Cleaner
- c. State Chemical Graffiti Wipes

If the Contractor believes a sign is vandalized/damaged beyond repair, the Contractor shall reject the work order, and e-mail picture of damaged sign to PM or designee for handling.

10. Train all its personnel in proper graffiti removal techniques, color matching, safety protocol and provide corrective instruction to its personnel if they are removing graffiti improperly. Additionally, the Contractor shall stay informed of new techniques of graffiti removal products and equipment.
11. Not allow any debris from its operations under this Contract, especially from the water/sand blasting operations, to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System Permit (NPDES). If such violation occurs, the Contractor shall notify Public Works immediately. In addition, if the Contractor fails to comply with the requirements of the NPDES in accordance with the Performance Requirements Summary, under this Exhibit, Section Y., an additional \$500 per each violation shall be imposed.
12. Use appropriate Best Management Practices (BMP) including, but not limited to, drop cloths on all worksites to protect sidewalks, vegetation, etc., from paint spillage or overspray.
13. Obtain and retain the written consent of the owner or the owner's authorized agent of privately-owned property before commencing work.
14. Place special emphasis on assisting the PM or designee with special requests (i.e., removal of graffiti before parades, special events, etc.).

Public Works reserves the right to change any, aspect of the Graffiti Abatement Referral System and/or the Contractor's reporting system. Such change could be due to improvements in our computer applications capabilities or for any other reason.

F. Hours and Days of Operation

The days of operation shall be Monday through Friday between the hours of 7 a.m. to 6 p.m., except as indicated in Section E, General Graffiti Removal Services, page A.3, items 1.a and 1.b, and Section G, Telephone Communications, page A.6. The Contractor is not required to provide services on the following observed holidays.

Observed Holidays:

- New Year's Day
- Independence Day
- Thanksgiving Day
- Christmas Day

G. Telephone Communications

The Contractor shall be available to report and confer with the PM or designee with respect to these graffiti removal services. The Contractor shall provide a telephone answering service **Monday through Sunday**, to receive instructions, information, complaints, etc., from Public Works and shall call the PM or designee back within the hour.

H. Supervisor Qualifications

The Contractor's supervisor shall have a thorough knowledge of the graffiti problems in the designated work locations graffiti removal methods and paint-out techniques and the operation of appropriate equipment required to carry out these specifications, terms, conditions, and requirements of the Contract.

I. Vehicle Signage

Vehicle signage will include the Contractor's name or firm's name together with Public Works' Graffiti "Hotline Number," in legible letters, not less than 2 inches in height on both sides of all trucks/vehicles used in the graffiti removal work locations.

J. Responsibilities of Contractor

1. The designated Contractor's supervisor, as defined in this Exhibit and Section D, Work Description, page A.2, shall have a thorough knowledge of the work locations under their purview and shall speak and understand English.
2. In the event a crew could not be deployed, the Contractor's supervisor shall immediately replace that crew to make sure that coverage is maintained.
3. The Contractor shall maintain a well-trained reserve force to cover the work in the event of an emergency or to provide coverage if any crew could not be deployed on any given day.
4. The designated Contractor's supervisor shall provide a 24-hour emergency contact number.



5. All crews shall receive a minimum of one 8-hour workday training in the area assigned to them at the Contractor's expense and in accordance with the County's labor laws. Training must include, but not limited, to the details of the Work Plan, crew responsibilities, techniques in removal, color matching, boundaries of County jurisdiction, and safety rules and regulations.
6. The Contractor shall provide the contact information of on-site personnel per area so PM or designee may contact them.
7. 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 PM.

K. Graffiti Removal Services

For graffiti removal from County owned and private property, the Contractor shall adhere to the following additional specifications:

1. Water based and/or recycled paint shall be used.
2. Concrete Block Walls/Concrete Walls: All graffiti shall be removed by either a water blasting machine with soda compound or painted over with water-based paint. If using paint, it shall be feathered to blend well with the surrounding wall. The paint-over color shall match the wall color. When color is unavailable, entire surface should be repainted with the new color. Overspray on non County owned or private property shall not be allowed.
3. Sidewalk Surfaces: Removal of graffiti from concrete sidewalks shall be done by using a water blasting machine with soda compound. If sidewalk has been previously painted, paint over with water based paint. The sidewalks shall be clean of all graffiti and graffiti residue (sand). The sidewalks shall be blocked off as needed to maintain the public safety.
4. Curb Facing: Remove all graffiti paint from curb surfaces. The Contractor shall use the standard paint colors (red, blue, yellow, green, and white) depending on the original curb color and/or parking restrictions as approved by Public Works. Nonpainted curbs shall be painted using concrete color paint or cleaned with water blasting machines. When painted curbs have not been painted in years, entire curb should be painted over to appear uniform and aesthetically pleasing.

5. Chain link Fencing: All graffiti on pipes and fencing shall be painted over using a galvanized color to match the fencing fabric and pipe color. The paint-over color shall be feathered into the fabric and along the pipes.
6. Pedestrian bridges/underpasses: The Contractor shall be responsible for removing graffiti found on all pedestrian bridges and underpasses in the area. Interior walls may be carefully sprayed but bridge floor shall be pressure washed if not previously painted. If previously painted, the Contractor shall paint with water-based paint mixed with sand. Please notify Public Works to prepare work area, to make it free of debris prior to removing graffiti off of these footbridges. Pedestrian bridges will have a 72-hour turnaround time upon Public Works completion of initial clean up. The Contractor shall schedule and complete removal during hours that school is in session. Where there is a risk of overspray harming personal property or difficulties in reaching the area with equipment, utilizing rollers to apply paint to cover graffiti or paint-out is required. Contractor will place traffic cones and/or other appropriate traffic control equipment to divert pedestrians and cyclists.
7. 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 previous color using water-based paint.
8. Concrete Light Poles: Graffiti shall be removed from concrete light poles using a water blasting machine with a soda compound only. No paint shall be used. All paint shall be removed from the pole. All paper and sticker signs and "slap tags" shall be removed.
9. Wooden Light Poles: All graffiti shall be painted over using a water-based paint to match the wood color. All paper and sticker signs and "slap tags" shall be removed.
10. Bus Stops: All graffiti shall be removed using County approved solvents (see subparagraph E.9) on the plastic sides and sitting areas. The surfaces shall be washed.
11. Trees: The Contractor must be responsible for removing graffiti reported or found on trees. The Contractor shall paint over graffiti found on trees with a nonphytotoxic 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 and not letting the tree breath through its bark. Trees, vegetation, and green areas must be protected by the Contractor.

12. **Wooden Fencing:** All graffiti shall be painted over on wooden fencing using a water based paint to match the color of fencing. The Contractor shall feather paint to match the surrounding parts of the fencing. In the event that wood fencing is weathered, the Contractor shall contact Public Works to obtain a written "Consent and Release of Liability" from property owner prior to pressure washing.
13. **Brick Walls:** All graffiti shall be removed using a water blasting machine. Painting over shall not be done on a brick wall unless it has been previously painted. The Contractor shall color match the paint to previous color using water-based paint.
14. **Metal Fencing (sheets):** All graffiti shall be painted over on metal fencing. The paint over color shall match the surrounding part of the fence.
15. **Asphalt Concrete:** All graffiti on asphalt concrete shall be covered with asphalt paint mixed with sand.
16. **Glass Windows:** All graffiti on glass windows shall be removed by using a County approved graffiti removal spray (See Section E.9) on these transparent surfaces. Windows will be left clean.
17. **Metal Light or Traffic Poles:** All graffiti shall be removed by appropriate means, and if paint is used, it shall match existing color.
18. **Electrical boxes, traffic control boxes, telecommunication boxes, etc.,** (if they are sage green or beige) paint over color matching entire box.

L. Rights of Way

The Contractor shall conduct all of its activities and operations within the confines of public rights of way in which graffiti is to be removed. The Contractor shall not allow its employees to use private property for removing graffiti, 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 finds it needs to encroach upon private property in order to remove graffiti, the Contractor shall first notify the CM or designee. The CM or designee will obtain written permission to access private property from the property owner. In performing any work or doing any activity on lands inside or outside of public rights of way, the Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations.

M. Additional Location(s)/Work

1. Additional area(s) and/or work may be added during the Contract period. Within 24 hours of a request from the PM for additional services, the

Contractor shall prepare and submit a written description of the work with an estimate of labor and materials, including estimated cost to perform the additional work. No additional work shall commence without written authorization from the PM. Upon PM's negotiation and acceptance of the Contractor's written quotation and subject to approval of the Director or his designee, the additional work and/or areas may be added to the Contract by amendment or change order.

2. All additional area(s) provided herein shall commence on the specified date established. The Contractor shall proceed diligently to complete said work within the time allotted as approved by the PM.
3. The Contractor may be asked to provide equipment and to take pictures of graffiti and upload to a database.

N. Utilities

Public Works will not provide utilities.

O. Storage Facilities

Public Works will not provide storage facilities for the Contractor.

P. Removal of Debris

All debris derived from these services shall be removed from Public Works property and become the property of the Contractor. The Contractor shall dispose of all debris from these services in a legally established area appropriate for type of debris being disposed and in compliance with all applicable Federal, State and local legal requirements. Disposal shall be at the Contractor's expense. The Contractor shall not allow any debris from its operations under this Contract to be deposited in the storm drains and/or gutters in violation of the NPDES Permit.

The Contractor is advised that due to the nature of this Contract, discarded hazardous waste may be encountered during the performance of this Contract. In the event an unknown substance or hazardous material is discovered, the Contractor shall immediately notify the PM. The Contractor shall NOT attempt to perform any type of hazardous waste remediation not included under the Scope of Work of this Contract, including identifying, containing, cleaning, moving, disposing, etc. The Contractor shall exercise extreme caution in the event unknown waste is encountered.

Q. Special Safety Requirements

1. All Contractor personnel shall be expected to observe all applicable Cal/OSHA and Public Works safety requirements while at the various

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. The Contractor's graffiti abatement crew shall know the Contractor's standard safety practice.

2. The Contractor shall supply all applicable safety equipment including, but not limited to, rotating lights for vehicles used for work under this Contract.
3. The 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 Federal, State, and local laws.

S. 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.

T. Responsibilities of Public Works

The Director, acting through the PM or other designee, will approve or disapprove the Contractor's performance under this Contract. Public Works will make regular inspections of these areas under 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 in accordance with the schedule of Liquidated Damages, under this Exhibit, Section Y., if any terms and conditions of this contract are not complied with by the Contractor.

U. Best Management Practices

Best Management Practices (BMP) shall be defined as any program, technology, process, siting 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 latest edition of the County of Los Angeles Department of Public Works BMP Manual, and addenda thereto issued throughout the duration of the Contract Term. Copies of this publication are available for purchase from:

County of Los Angeles  
Department of Public Works  
Cashier's Office  
900 North Fremont Avenue  
Alhambra, CA 91803  
Telephone (626) 458-6959

The Contractor shall have a minimum of two readily accessible copies of this publication on the project site at all times.

The Contractor shall implement the following BMP for the prevention of storm water pollution in conjunction with all its activities and operations:

WASTE MANAGEMENT

WM 005      Solid Waste Management  
WM 006      Hazardous Waste Management  
WM 009      Sanitary/Septic Waste Management

VEHICLE AND EQUIPMENT MANAGEMENT

NS 008      Vehicle and Equipment Cleaning  
NS 009      Vehicle and Equipment Fueling  
NS 010      Vehicle and Equipment Maintenance

Additional BMPs may be required as a result of a change in actual field conditions, Contractor 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 BMP within each category in order to achieve the BMP objective.

The Contractor, as a permittee, is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Agency, private citizens, and citizen groups. The County will deduct, from payments due the Contractor, the total amount of any fines levied on the County, plus legal fees, staff costs, and consultants fees as a result of the Contractor's noncompliance with these provisions and/or less than complete implementation of the specified BMP.

V. 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 3 days at the Contractor's expense and to the satisfaction of the PM. All costs to the Contractor for protecting and restoring existing improvements shall be included in the Annual Price.

W. 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 Federal, State, and local laws and regulations, which are applicable to the work.

X. 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. The 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.

The Contractor's Quality Control representatives will be separate and distinct from the Contractor's supervisor or general superintendent, and the Contractor's Quality Control procedures establish a separate system for recording, reporting, and resolving quality control issues.

Within 10 days of Contract award, the Contractor shall submit to the County a Contract Quality Control Plan for review and approval by the PM. This plan will include, as a minimum, the names and telephone numbers of the Contractor's Quality Control representatives; a description of the roles and responsibilities for quality control; the system for monitoring, reporting on, and resolving quality control issues; and checklists or other documentation in support of the Contractor's Quality Control function.

Y. Performance Requirements and Liquidated Damages

1. Public Works will use the Performance Requirements Summary to evaluate the Contractor's performance.
2. 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.
3. Liquidated Damages for noncompliance with the Living Wage Program is indicated in Exhibit B, Section 9.G, Enforcement and Remedies.

**PERFORMANCE REQUIREMENTS SUMMARY**

REQUIRED SERVICE	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM STANDARD	METHOD OF SURVEILLANCE	MAXIMUM DEDUCTION	DEDUCTION FROM CONTRACT PRICE FOR NOT MEETING STANDARD
Fines by regulatory and governmental agencies	Fined by a Federal, State, Regional or local regulatory or governmental agency as a result of the Contractor's negligence or failure to comply with any Federal, State, or local rules, regulations, or requirements.	0%	100% inspection on a periodic basis.	10% of total monthly amount of contract cost	\$500 per occurrence plus any fine(s) charged to the County by a regulatory or governmental agency
Violation of the National Pollutant Discharge Elimination System	Discharge of debris into storm drains and/or gutter.	0%	100% inspection on a periodic basis	10% of total monthly amount of contract cost	\$500 per occurrence plus any fines by regulatory and governmental agencies plus any remediation cost



REQUIRED SERVICE	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM STANDARD	METHOD OF SURVEILLANCE	MAXIMUM DEDUCTION	DEDUCTION FROM CONTRACT PRICE FOR NOT MEETING STANDARD
Daily/Weekly/Monthly/Quarterly Reports	Submitted to Contract Manager daily/weekly/monthly report.	0%	100% inspection on a periodic basis; complaints	10% of total monthly amount of contract cost	\$50 per day per report that is late or not submitted
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 not knowledgeable of the job requirements
Staffing	Staffing levels are adequate to meet contract requirements.	0%	100% inspection on a periodic basis; complaints	10% of total monthly amount of contract cost	\$50 per occurrence
Training Program	Document training of each employee.	0%	100% inspection on a periodic basis	10% of total monthly amount of contract cost	\$250 per untrained employee
Maintain Knowledge of Safety Requirements	Completion of training of all accepted standards for safe practices related to the work.	0%	100% inspection on a periodic basis; complaints	10% of total monthly amount of contract cost	\$50 per employee, per occurrence
Change in Supervisor	Contractor shall notify the County in writing of any change in name or address of the Supervisor.	0%	100% inspection on a periodic basis	10% of total monthly amount of contract cost	\$50 per occurrence
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 not responded to within the time frame outlined in the specifications
Project Safety Official	Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices.	0%	100% inspection on a periodic basis; complaints	10% of total monthly amount of contract cost	\$200 per occurrence

REQUIRED SERVICE	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM STANDARD	METHOD OF SURVEILLANCE	MAXIMUM DEDUCTION	DEDUCTION FROM CONTRACT PRICE FOR NOT MEETING STANDARD
Safety Requirements	Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA).	0%	100% inspection on a periodic basis; complaints	10% of total monthly amount of contract cost	\$500 per occurrence
Special Requests/Priority Assignment/vulgar graffiti	Graffiti removed and/or painted over within 24 hours Monday through Sunday upon notification.	0%	100% inspection on a periodic basis; complaints	50% of total monthly amount of contract cost	\$200 per square foot (or proration thereof) for graffiti not removed within the time frame outlined in the specifications
Remove graffiti	Graffiti removed and/or painted over within 48 hours Monday through Friday. Upon notification	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 48 hours upon notification.	0%	100% inspection by random sampling	50% of total monthly amount of contract cost	\$50 per complaint

Z. Contractor Licensing

The Contractor shall possess a valid and active C-33 State of California issued Contractor's License throughout the duration of this Contract. Failure to maintain a valid and active C-33 State of California issued Contractor's license may lead to Contract termination or suspension.

AA. Subcontracting

Subcontracting is prohibited.

BB. Murals

Public Works is committed to the preservation of registered murals. 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 PM.

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 murals unless advised by Public Works or PM to do so.

CC. Proposed Annual Price

All services required in this Exhibit A, Scope of Work shall be included in the annual price quoted by the Contractor in Form PW-2, Schedule of Prices.

DD. Graffiti Database Program

The Contractor may be asked to provide equipment for and take photographs of all graffiti vandalism prior to removing it and upload to a database system for analysis.

EE. Request of Work from Contractor

The County reserves the right to determine if any work is or will be needed and/or requested under this Contract at the County's sole and absolute discretion. The Contractor waives all claims against the County for damages or loss of any nature resulting from the County's failure to use the Contractor's services including, but not limited to, lost profit.

## 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.

Bid or Bid Submission. The response to an Invitation for Bids.

Board. The Board of Supervisors of County of Los Angeles and Ex-Officio Board of Supervisors of the Los Angeles County Flood Control District.

Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The contract includes the Agreement, Exhibit A - Scope of Work (Specifications), Exhibit B - Service Contract General Requirements, Exhibit C - Internal Revenue Service Notice 1015, Exhibit D - Safely Surrendered Baby Law Posters, Exhibit E – Defaulted Property Tax Reduction Program, and other appropriate exhibits, amendments, and change orders. Included are all supplemental agreements amending or extending the service to be performed, which may be required to supply acceptable services specified herein.

Contractor. The person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity who has entered into an agreement with County to perform or execute the work covered by this Contract.

Contract Work or Work. The entire contemplated work of maintenance and repair to be performed, and services rendered as prescribed in this Contract.

County. Includes County of Los Angeles, County of Los Angeles Department of Public Works, Los Angeles County Road Department, and/or Los Angeles County Engineer.

Day. Calendar day(s) unless otherwise specified.

Direct Employee. Worker employed by Contractor under Contractor's State and Federal taxpayer identification.

Director. The Director of Public Works, County of Los Angeles, as used herein, includes the Road Commissioner, County of Los Angeles; County Engineer, County of Los Angeles; Chief Engineer, Los Angeles County Flood Control District; and/or authorized representative(s).

District. Los Angeles County Flood Control District, or Los Angeles County Waterworks Districts, or Los Angeles County Consolidated Sewer Maintenance District.

Employee Leasing. Any agreement to employ any worker, at any tier, that is neither a subcontract nor a direct employee relationship.

Fiscal Year. The 12-month period beginning July 1 and ending the following June 30.

Maximum Contract Sum. The Maximum Contract Sum is the aggregate total amount of compensation authorized by the Board.

Proposal. The written materials that a Proposer submits in response to a solicitation document (Request for Proposals).

Proposer. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity submitting a Proposal for the work, acting directly or through a duly authorized representative.

Public Works. County of Los Angeles Department of Public Works.

Qualified Contractor. The person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity deemed qualified upon evaluations with a score of at least 75 eligible to submit bids for service contracts solicited by the County.

Solicitation. Request for Proposals, Invitation for Bids, Request for Statement of Qualifications, or Request for Quotation.

Specifications. The directions, provisions, and requirements contained herein, as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this Contract.

Subcontract. An agreement by the Contractor to employ a Subcontractor at any tier; to employ or agree to employ a Subcontractor, at any tier.

Subcontractor. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of the Contractor's performance of this Contract, at any tier, under oral or written agreement.

C. Headings

The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

## SECTION 2

### STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

#### A. Amendments

1. For any change which affects the Scope of Work, contract sum, payments, or any term or condition included in this Contract, an amendment shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor.
2. The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by the Board or the Chief Executive Officer. To implement such changes, an amendment or a change order to this Contract shall be prepared by Public Works and signed by the Contractor.
3. County may, at its sole discretion, authorize extensions of time to this Contract's term. Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to this Contract shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor. To the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, Public Works may, at its sole discretion, grant Contractor extensions of time, provided the aggregate of all such extensions during the life of this Contract shall not exceed 120 days.
4. For any change which does not materially affect the Scope of Work or any other term or condition included under this Contract, a change order shall be prepared by Public Works and signed by the Contractor. If the change order is prepared by the Contractor, it shall be approved by Public Works and signed by the Contractor and the County.

#### B. Assignment and Delegation

1. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor. Any payments by County to any approved delegate or assignee on any claim

under this Contract shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

2. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
3. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Contract, which may result in the suspension or termination of this Contract. In the event of such a termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.

C. Authorization Warranty

Contractor represents and warrants that the person(s) executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

D. Budget Reduction

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions.



E. Complaints

Contractor shall develop, maintain, and operate procedures for receiving, investigating, and responding to any complaints by any individual.

1. Within 12 business days after this Contract's effective date, Contractor shall provide County with Contractor's policy for receiving, investigating, and responding to any complaints by any individual.
2. County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
3. If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five business days for County approval.
4. If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.
5. Contractor shall preliminarily investigate all complaints and notify the Contract Manager of the status of the investigation within five business days of receiving the complaint.
6. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
7. Copies of all written responses shall be sent to the Contract Manager within three business days of mailing to the complainant.

F. Compliance with Applicable Laws

1. Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, or directives, and all provisions required thereby to be included in this Contract are hereby incorporated by reference.
2. Contractor shall defend, indemnify, and hold County harmless from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees arising from or related to any violation on the part of Contractor or its employees, agents, or Subcontractors of any such laws, rules, regulations, ordinances, or directives.

G. Compliance with Civil Rights Laws

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e)(1) through 2000 (e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical disability, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Contractor shall comply with its EEO Certification (Form PW-7).

H. Confidentiality

1. Contractor shall maintain the confidentiality of all records obtained from County under this Contract in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality.
2. Contractor shall inform all of its officers, employees, agents, and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.

I. Conflict of Interest

1. No County employee whose position with County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of the work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.
2. Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the

provisions of this paragraph shall be a material breach of this Contract subjecting Contractor to either contract termination for default or debarment proceedings or both. Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

J. Consideration of Hiring County Employees Targeted for Layoffs or Former County Employee on Reemployment List

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified, former County employees who are on a reemployment list during the life of this Contract.

K. Consideration of Hiring GAIN and GROW Participants

1. Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program and General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN and GROW participants by category to Contractor.
2. In the event that both laid-off County employees and GAIN and GROW participants are available for hiring, County employees shall be given first priority.

L. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Contractor's place of business. County's Child Support Services Department will supply Contractor with the poster to be used.

M. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification (Form PW-12), County seeks to ensure that all County

Contractors which receive or raise charitable contributions comply with California law in order to protect County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination for default or debarment proceedings or both (Los Angeles County, Code Chapter 2.202).

N. Contractor's Warranty of Adherence to County's Child Support Compliance Program

1. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
2. As required by County's Child Support Compliance Program (Los Angeles County Code, Chapter 2.200), and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with the employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code, Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

O. Contractor Performance Evaluation/Corrective Action Measures

County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all this Contract's terms and conditions and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy, if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may suspend or terminate this Contract for default or impose other penalties as specified in this Contract.

P. Damage to County Facilities, Buildings, or Grounds

1. Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor, employees, or agents of Contractor.

2. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the occurrence. If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand. County may deduct from any payment otherwise due Contractor for costs incurred by County to make such repairs.

Q. Employment Eligibility Verification

1. Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all of its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
2. Contractor shall indemnify, defend, and hold harmless, the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

R. Facsimile Representations

At the discretion of County, County may agree to regard facsimile representations of original signatures of Contractor's authorized officers, when appearing in appropriate places on the change notices and amendments prepared pursuant to this Exhibit's Amendments, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to change notices and amendments to this Contract, such that the Contractor need not follow up facsimile transmissions of such documents with subsequent (nonfacsimile) transmission of "original" versions of such documents.

S. Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees,

and Volunteers from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

T. Force Majeure

1. Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this subparagraph as "force majeure events").
2. Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
3. In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

U. Governing Laws, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with the laws of the State of California. To the maximum extent permitted by applicable law, Contractor and County agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes concerning this Contract and further agree and consent that venue of any action brought in connection with or arising out of this Contract, shall be exclusively in the County of Los Angeles.

V. Most Favored Public Entity

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity

and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

W. Nondiscrimination and Affirmative Action

1. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations.
2. Contractor shall certify to, and comply with, the provisions of Contractor's EEO Certification (Form PW-7).
3. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
4. Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
5. Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
6. Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this paragraph when so requested by County.
7. If County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract. While County

reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State antidiscrimination laws or regulations shall constitute a finding by County that Contractor has violated the antidiscrimination provisions of this Contract.

8. The parties agree that in the event Contractor violates any of the antidiscrimination provisions of this Contract, County shall, at its sole option, be entitled to a sum of \$500 for each violation pursuant to California Civil Code Section 1671, as liquidated damages in lieu of terminating or suspending this Contract.

X. Nonexclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict County from acquiring similar, equal, or like goods and/or services from other entities or sources.

Y. No Payment for Services Provided Following Expiration/Suspension/Termination of Contract

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration, suspension, or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/suspension/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration/suspension/termination of this Contract.

Z. Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one business day, give notice thereof, including all relevant information with respect thereto, to the other party.

AA. Notice of Disputes

Contractor shall bring to the attention of the Contract Manager any dispute between County and Contractor regarding the performance of services as stated



in this Contract. If the Contract Manager is not able to resolve the dispute, the Director will resolve it.

BB. Notice to Employees Regarding the Federal Earned Income Credit

Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit C).

CC. Notices

Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid with the United States Post Office and any such notice and the envelope containing the same shall be addressed to Contractor at its place of business, or such other place as may be hereinafter designated in writing by Contractor. The notices and envelopes containing the same to County shall be addressed to:

Chief, Administrative Services Division  
County of Los Angeles Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a copartner, if Contractor is a partnership; or by the president, vice president, secretary, or general manager, if Contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said Contractor shall in any case be sufficient notice.

DD. Publicity

Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publicizing its role under this Contract within the following conditions:

1. Contractor shall develop all publicity material in a professional manner.

2. During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the Contract Manager. County shall not unreasonably withhold such written consent.
3. Contractor may, without prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with County, provided that the requirements of this paragraph shall apply.

EE. Public Records Act

1. Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to this Exhibit's Record Retention and Inspection/Audit Settlement, of this Contract; as well as those documents which were required to be submitted in response to the RFP used in the solicitation process for this Contract, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records, except those documents that are marked "Trade Secret," "Confidential," or "Proprietary" and are deemed excluded from disclosure under Government Code 6250 et seq. (Public Records Act). County shall not in any way be liable or responsible for the disclosure of any such records including, with limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
2. In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "Trade Secret," "Confidential," or "Proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

FF. Record Retention and Inspection/Audit Settlement

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks, or other proof of payment, timecards, sign-in/sign-out sheets, and other time and

employment records, and proprietary data and information shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in County, provided that if any such material is located outside County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

1. In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within 30 days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
2. Failure on the part of Contractor to comply with any of the provisions of this paragraph shall constitute a material breach of this Contract upon which County may suspend or terminate for default or suspend this Contract.
3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.
4. In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided

services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subparagraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

GG. Recycled-Content Paper Products

Consistent with Board policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible under this Contract.

HH. Contractor's Employee Criminal Background Investigation

Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract.

County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation

County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

Disqualification of any member of Contractor's staff pursuant to this section shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## II. Subcontracting

The requirements of this Contract may not be subcontracted by Contractor without the advance written approval of County. Any attempt by Contractor to subcontract without the prior written consent of County may be deemed a material breach of this Contract and the County may suspend or terminate for this Contract default.

1. If Contractor desires to subcontract, Contractor shall provide the following information promptly at County's request:
  - a. A description of the work to be performed by the Subcontractor.
  - b. A draft copy of the proposed subcontract.
  - c. Other pertinent information and/or certifications requested by County.
2. Contractor shall indemnify and hold County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were Contractor employees.
3. Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.
4. County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. Contractor is responsible to notify its Subcontractors of this County right.
5. County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any subcontract and Subcontractor employees.

6. Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.
7. Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by County from each approved Subcontractor. Contractor shall ensure delivery of all such documents to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, before any Subcontractor employee may perform any work hereunder.
8. Employee Leasing is prohibited.

JJ. Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

KK. Waiver

No waiver by County of any breach of any provision of this Contract shall constitute a waiver of any other breach of said provision or of any other provision of this Contract. Failure of County to enforce at anytime, or from time to time, any provision of this Contract shall not be construed as a waiver thereof.

LL. Warranty Against Contingent Fees

1. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
2. For breach of this warranty, County shall have the right, in its sole discretion, to suspend or terminate this Contract for default, deduct from amounts owing to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

MM. Time Off for Voting

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten days before every Statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be

seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

NN. Local Small Business Enterprise Utilization

When requested by the County, the Contractor shall provide to the County via methods specified by the County, such as submission of electronic live (or dynamic) data on invoices for the prime and all subcontractors using County-designated third party software system or to a County approved website, or other means of submitting expenditure information on subcontractors, including but not limited to the following information: the name, business address and telephone number/email address of each subcontractor.

In addition, the Contractor shall be required to provide each of the specified subcontractor Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise status (i.e., whether any of the listed subcontractors are Local SBE's) and the proposed monetary amount of the work the subcontractor will perform on each Notice to Proceed. At the time of submittal of each invoice, the Contractor shall indicate, via methods specified by the County, the actual dollar amounts paid to each listed subcontractor who performed work on the project. The subcontractor may be requested to confirm receipt of the actual payment to the subcontractor by the prime.

The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure to the Contractor to comply with this Section. The parties will agree that under the current circumstances a reasonable estimate of such damages is specified in Exhibit F, Performance Requirements Summary, and that the Contractor shall be liable to the County for said amount.

If in the judgment of the Director, or his/her designee, the Contractor is deemed to be in non-compliance with the terms and obligations, the Director or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided in Exhibit F, Performance Requirements Summary, may deduct and withhold liquidated damages from County's final payment to the Contractor.

OO. Compliance with County's Zero Tolerance Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

PP. Method of Payment and Required Information

The County may, at its sole discretion, determine the most appropriate, efficient, secure, and timely form of payment for any amounts due for goods and/or services provided under an agreement or contract with the County. Proposers/Contractors further agree that the default form of payment shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

Upon contract award and at the request of the A-C and/or the contracting department, the Contractor shall provide the A-C with electronic banking and related information for the Contractor and/or any other payee that the Contractor designates to receive payment pursuant to this agreement or contract. Such electronic banking and related information includes, but is not limited to: bank account number and routing number, legal business name, valid taxpayer identification number or TIN, a working e-mail address capable of receiving remittance advices and other payment related correspondence, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments. Upon contract award or at any time during the duration of the agreement or contract, a contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

QQ. Compliance with Fair Chance Employment Practices

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.



RR. Compliance with the County Policy of Equity

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

## SECTION 3

### TERMINATIONS/SUSPENSIONS

A. Termination/Suspension for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of Contractor to maintain compliance with the requirements set forth in this Exhibit's Contractor's Warranty of Adherence to County's Child Support Compliance Program shall constitute a default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may suspend or terminate this Contract pursuant to this Exhibit's Termination/Suspension for Default, and pursue debarment of Contractor pursuant to Los Angeles County Code, Chapter 2.202.

B. Termination/Suspension for Convenience

1. This Contract may be suspended or terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Suspension or termination of work hereunder shall be effected by notice of suspension or termination to Contractor specifying the extent to which performance of work is suspended or terminated and the date upon which such suspension or termination becomes effective. The date upon which such suspension or termination becomes effective shall be no less than ten days after the notice is sent.
2. After receipt of a notice of suspension or termination and except as otherwise directed by County, Contractor shall:
  - a. Stop work under this Contract on the date and to the extent specified in such notice.
  - b. Complete performance of such part of the work as shall not have been suspended or terminated by such notice.
3. All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with this Exhibit's Record Retention and Inspection/Audit Settlement.
4. If this Contract is suspended or terminated, Contractor shall complete within the Director's suspension or termination date contain within the notice of suspension or termination, those items of work which are in various stages of completion, which the Director has advised the Contractor are necessary to bring the work to a timely, logical, and orderly

end. Reports, samples, and other materials prepared by Contractor under this Contract shall be delivered to County upon request and shall become the property of County.

C. Termination/Suspension for Default

1. County may, by written notice to Contractor, suspend or terminate the whole or any part of this Contract, if, in the judgment of the County:
  - a. Contractor has materially breached this Contract; or
  - b. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or
  - c. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.
2. In the event County suspends or terminates this Contract in whole or in part pursuant to this paragraph, County may procure, upon such terms and in such manner, as County may deem appropriate, goods and services similar to those so suspended or terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Contract to the extent not suspended or terminated under the provisions of this paragraph.
3. Except with respect to defaults of any Subcontractor, Contractor shall not be liable for any excess costs of the type identified in subparagraph "2" above, if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both Contractor and Subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the

Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

4. If, after County has given notice of termination or suspension under the provisions of this paragraph, it is determined by County that Contractor was not in default under the provisions of this paragraph or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination or suspension had been issued pursuant to this Exhibit's Termination/Suspension for Convenience.
5. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
6. As used herein, the terms "Subcontractor" and "Subcontractors" mean subcontractor at any tier.

D. Termination/Suspension for Improper Consideration

1. County may, by written notice to Contractor, immediately suspend or terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, extension of this Contract, or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination or suspension, County shall be entitled to pursue those same remedies against Contractor as it could pursue in the event of default by Contractor.
2. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
3. Among other items, such improper consideration may take the form of cash; discounts; services; the provision of travel, entertainment, or tangible gifts.

E. Termination/Suspension for Insolvency

1. County may suspend or terminate this Contract forthwith in the event of the occurrence of any of the following:
  - a. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code, and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code.
  - b. The filing of a voluntary or involuntary bankruptcy petition relative to Contractor under the Federal Bankruptcy Code.
  - c. The appointment of a bankruptcy Receiver or Trustee for Contractor.
  - d. The execution by Contractor of a general assignment for the benefits of creditors.
2. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

F. Termination/Suspension for Nonadherence to County Lobbyists Ordinance

Contractor, and each County lobbyist or County lobbying firm as defined in Los Angeles County Code, Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code, Chapter 2.160. Failure on the part of Contractor or any County Lobbyists or County Lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which County may in its sole discretion, immediately suspend or terminate for default of this Contract.

G. Termination/Suspension for Nonappropriation of Funds

Notwithstanding any other provision of this Contract, County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County's future fiscal years unless and until the Board appropriates funds for this Contract in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract may be suspended or terminated as of June 30 of the last fiscal year for which funds were appropriated. County will notify Contractor in writing of any such nonallocation of funds at the earliest possible date.

## SECTION 4

### GENERAL CONDITIONS OF CONTRACT WORK

A. Authority of Public Works and Inspection

The Director will have the final authority in all matters affecting the work covered by this Contract's Terms, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

B. Cooperation

Contractor shall cooperate with Public Works' forces engaged in any other activities at the jobsite. Contractor shall carry out all work in a diligent manner and according to instructions of the Director.

C. Cooperation and Collateral Work

Contractor shall perform work as directed by the Director. The Director will be supported by other Public Works personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory contract controls and conditions are maintained.

D. Equipment, Labor, Supervision, and Materials

All equipment, labor, supervision, and materials required to accomplish this Contract, except as might be specifically outlined in other sections, shall be provided by Contractor.

E. Gratuitous Work

Contractor agrees that should work be performed outside the Scope of Work indicated and without Public Works' prior written approval in accordance with this Exhibit's Amendments, such work shall be deemed to be a gratuitous effort by Contractor, and Contractor shall have no claim against County.

F. Jobsite Safety

Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State, and local occupational safety regulations. Contractor shall provide at its expense all safeguards, safety devices, and protective equipment and shall take any and all actions appropriate to providing a safe jobsite.

G. Labor

No person shall be employed on any work under this Contract who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to Public Works. Any such person shall be reassigned immediately and not again employed on Public Works' projects or providing services.

H. Labor Law Compliance

Contractor, its agents, and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California as well as all other applicable Federal, State, and local laws related to labor, including compliance with prevailing wage laws. The Contractor is responsible for selecting the classification of workers, which will be required to perform this service in accordance with the Contractor's method of performing the work and when applicable, is required to pay current prevailing wage rates adopted by the Director of the Department of Industrial Relations and will indemnify the County for any claims resulting from their failure to so comply. Contractor shall comply with Labor Code, Section 1777.5 with respect to the employment of apprentices.

I. Overtime

Eight hours labor constitutes a legal day's work. Work in excess thereof, or greater than 40 hours during any one week, shall be permitted only as authorized by and in accordance with Labor Code Section 1815 et seq.

J. Permits/Licenses

Contractor shall be fully responsible for possessing or obtaining all permits/licenses, except as might be specifically outlined in other sections, from the appropriate Federal, State, or local authorities relating to work to be performed under this Contract.

K. Prohibition Against Use of Child Labor

1. Contractor shall:

- a. Not knowingly sell or supply to County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment.
- b. Upon request by County, identify the country/countries of origin of any products, goods, supplies, or other personal property Contractor sells or supplies to County.

- c. Upon request by County, provide to County the manufacturer's certification of compliance with all international child labor conventions.
  - d. Should County discover that any products, goods, supplies, or other personal property sold or supplied by Contractor to County are produced in violation of any international child labor conventions, Contractor shall immediately provide an alternative, compliant source of supply.
2. Failure by Contractor to comply with provisions of this paragraph will constitute a material breach of this Contract and will be grounds for immediate suspension or termination of this Contract for default.

L. Public Convenience

Contractor shall conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which the work is being performed.

M. Public Safety

It shall be Contractor's responsibility to maintain security against public hazards at all times while performing work at 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 Materials and Equipment

Contractor shall not store material or equipment at the jobsite, except as might be specifically authorized by this Contract. County will not be liable or responsible for any damage, by whatever means, or for the theft of Contractor's material or equipment from any jobsite.

R. Transportation

County will not provide transportation to and from the jobsite and will not provide travel around the limits of the jobsite.

S. Work Area Controls

1. Contractor shall comply with all applicable laws and regulations. Contractor shall maintain work area in a neat, orderly, clean, and safe manner. Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite will be subject to the Contract Manager's approval.

2. Contractor shall be responsible for the security of any and all of Public Works/County facilities in its care. Contractor shall provide protection against vandalism and accidental and malicious damage, both during working and nonworking hours.

T. County Contract Database/CARD

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

## SECTION 5

### INDEMNIFICATION AND INSURANCE REQUIREMENTS

#### A. Independent Contractor Status

1. This Contract is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
2. Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
3. Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.

#### B. Indemnification

Contractor shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers ("County Indemnities"), from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract except for loss or damage arising from the sole negligence or willful misconduct of the County Indemnities. This indemnification also shall include any and all intellectual property liability, including copyright infringement and similar claims

#### C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by this Exhibit's Section 5.B (above), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers from and

against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including, but not limited to, injury or death to employees of Contractor, its Subcontractors or County, attributable to any alleged act or omission of Contractor and/or its Subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify, and hold harmless County includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of County. County may deduct from any payment otherwise due Contractor any costs incurred or anticipated to be incurred by County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this paragraph and paragraph F of this Section. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.
2. Evidence of Coverage and Notice to County - A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
  - a. Renewal Certificates shall be provided to County not less than ten days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
  - b. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this

Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding \$50,000.00, and list any County-required endorsement forms.

c. Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a noncomplying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

d. Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles  
Department of Public Works, Administrative Services Division  
P.O. Box 1460  
Alhambra, California 91802-1460  
Attention of: Contract Analyst (noted in the RFP Notice)

e. Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third-party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

3. Additional Insured Status and Scope of Coverage - The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers as an additional insured, even if they exceed the County's

minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

4. Cancellation of or Changes in Insurance: Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least 10 days in advance of cancellation for nonpayment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.
5. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.
6. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.
7. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.
8. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
9. Subcontractor Insurance Coverage Requirements: Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of

insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, Volunteers, and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

10. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
11. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three years following Contract expiration, termination, or cancellation.
12. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.
13. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.
14. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements, and captive insurance to satisfy the Required Insurance provisions. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers shall be designated as an Additional Covered Party under any approved program.
15. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

E. Compensation for County Costs

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

F. Insurance Coverage Requirements

1. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

2. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or nonowned autos, as each may be applicable.
3. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor is a temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than 30 days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any Federal workers or workmen's compensation law or any Federal occupational disease law.

SECTION 6

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible Contractors.

B. Chapter 2.202 of the County Code

Contractor is hereby notified that, in accordance with Chapter 2.202 of County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Contract, debar Contractor from bidding or proposing on, being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and suspend or terminate any or all existing contracts Contractor may have with County.

C. Nonresponsible Contractor

County may debar a Contractor if the Board finds, in its discretion, that Contractor has done any of the following: (1) violated any term of a contract with County or a nonprofit corporation created by County; (2) committed an act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against County or any other public entity.

D. Contractor Hearing Board

1. If there is evidence that Contractor may be subject to debarment, Public Works will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before Contractor Hearing Board.
2. Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board will prepare a tentative proposed decision, which shall contain a recommendation



regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.
5. Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.
6. Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

E. Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

## SECTION 7

### COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

#### A. Jury Service Program

This Contract is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

#### B. Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employee deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for County under this Contract, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of

"Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

4. Contractor's violation of this Section of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

A. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://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](http://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 in Form LW-3, Living Wage Rate Annual Adjustments, 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.
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 or part-time services to Contractor, which is 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 the 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 the exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by County, Contractor shall immediately be required to pay the living wage for the remaining term of this Contract, including any option period.

5. For purposes of Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) with respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time; and 2) with respect to travel by an Employee between County facilities that are subject to two different Contracts between Contractor and County (of which both Contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time.

C. Contractor's Submittal of Certified Monitoring Reports

Contractor shall submit to County certified monitoring reports at a frequency instructed by County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked and the hourly wage rate paid for each of its Employees. All certified monitoring reports shall be submitted on forms provided by County or any other form approved by County, which contains the above information. County reserves the right to request any additional information it may deem necessary. If County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers,

shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

D. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of this Contract, if Contractor becomes aware of any labor law/payroll violations or any complaint, investigation, or proceeding ("claim") concerning any alleged labor law/payroll violation (including, but not limited to, any violation or claim pertaining to wages, hours, and working conditions, such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), Contractor shall immediately inform County of any pertinent facts known by Contractor regarding the same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of Contractor's Contract with County, but instead applies to any labor law/payroll violation or claim arising out of any of Contractor's operation in California.

E. County Auditing of Contractor Records

Upon a minimum of 24 hours' written notice, County may audit, at Contractor's place of business, any of Contractor's records pertaining to this Contract, including all documents and information relating to the certified monitoring reports. Contractor is required to maintain all such records in California until the expiration of five years from the date of final payment under this Contract. Authorized agents of County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

F. Notifications to Employees

Contractor shall place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's Employees are working. Contractor shall also distribute County-provided notices to each of its Employees at least once per year. Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

G. Enforcement and Remedies

If Contractor fails to comply with the requirements of this Section, County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.

1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to County

after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. **Withholding of Payment:** If Contractor fails to submit accurate, complete, timely, and properly certified monitoring reports, County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
  - b. **Liquidated Damages:** It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient including, but not limited to, being late, inaccurate, incomplete, or uncertified, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until County has been provided with a properly prepared, complete, and certified monitoring report. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
  - c. **Termination/Suspension:** Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.
2. **Remedies for Payment of Less Than the Required Living Wage:** If Contractor fails to pay any Employee at least the applicable hourly living wage rate; such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:



- a. **Withholding Payment:** If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, County may withhold from any payment otherwise due to Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. County may withhold said amount until Contractor has satisfied County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
  - b. **Liquidated Damages:** It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
  - c. **Termination/Suspension:** Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.
3. **Debarment:** In the event Contractor breaches a requirement of this Section, County may, in its sole discretion, bar Contractor from the award of future County Contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Section 2.202, Determinations of Contractor Nonresponsibility and Contractor Debarment.

H. Use of Full-Time Employees

Contractor shall assign and use full-time Employees of Contractor to provide services under this Contract unless Contractor can demonstrate to the satisfaction of County that it is necessary to use non-full-time Employees

based on staffing efficiency or County requirements for the work to be performed under this Contract. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time Employees for services provided under this Contract unless and until County has provided written authorization for the use of same. Contractor submitted with its proposal a full-time-Employee staffing plan. If Contractor changes its full-time-Employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to County.

I. Contractor Retaliation Prohibited

Contractor and/or its Employees shall not take any adverse action, which would result in the loss of any benefit of employment, any Contract benefit, or any statutory benefit for any Employee, person, or entity who has reported a violation of the Living Wage Program to County or to any other public or private agency, entity, or person. A violation of the provisions of this paragraph may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.

J. Contractor Standards

During the term of this Contract, Contractor shall maintain business stability, integrity in employee relations, and the financial ability to pay a living wage to its employees. If requested to do so by County, Contractor shall demonstrate to the satisfaction of County that Contractor is complying with this requirement.

K. Neutrality in Labor Relations

Contractor shall not use any consideration received under this Contract to hinder or to further, organization of, or collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

## SECTION 10

### SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled SE 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 SE.

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 SE.

If Contractor has obtained County certification as a SE 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, Contractor shall:

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded.
2. In addition to the amount described in subdivision (1), be assessed a penalty in the amount of not more than 10 percent of the amount of this Contract.
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

SECTION 11

LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- D. If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
  - 1. Pay to County any difference between this Contract amount and what County's costs would have been if this Contract had been properly awarded.
  - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of this Contract.
  - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

SECTION 12

COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX  
REDUCTION PROGRAM

A. Defaulted Property Tax Reduction Program

This Contract is subject to the provisions of County's ordinance entitled Defaulted Property Tax Reduction Program ("Defaulted Tax Program") as codified in Sections 2.206 of the Los Angeles County Code (Exhibit E).

B. Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through any contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code, Chapter 2.206.

C. Termination for Breach of Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Failure of Contractor to maintain compliance with the requirements set forth in paragraph B, above, shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code, Chapter 2.206.

SECTION 13

DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Disabled Veteran Business Enterprise.
- C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Disabled Veteran Business Enterprise.
- D. If Contractor has obtained certification as a Disabled Veteran Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
  - 1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded.
  - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract.
  - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. Notwithstanding any other remedies in this contract, the above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

## SECTION 14

### PREVAILING WAGES

A. Prevailing Wages

The services provided in this Contract constitute "public works" as defined in the California Labor Code, and is therefore subject to payment of prevailing wages, compliance monitoring and enforcement by the Department of Industrial Relations (DIR).

The Director of the DIR has established the general prevailing rate of per diem wages for each craft, classification, type of worker, or mechanic needed to execute public works and improvements. The current general prevailing wage rate determinations are available at [www.dir.ca.gov/dlsr/pwd/index.htm](http://www.dir.ca.gov/dlsr/pwd/index.htm). The Contractor is required to pay its agents and employees the applicable, current prevailing wage rate and is responsible for selecting the classification of workers required to perform this service.

The Contractor agrees to comply with the provisions of Section 1775 of the California Labor Code relating to the payment of prevailing wages, including the assessment of penalties determined by the California Labor Commissioner. Pursuant to Section 1773.2 of the California Labor Code, copies of the prevailing rate of per diem wages are on file at the County Department of Public Works, Construction Division, and will be made available for inspection by request to the Contract Manager. Future effective wage rates will be on file with the Department of Industrial Relations. The new wage rates shall become effective on the day following the expiration date of the current determinations and apply to the Contract in the same manner as if they had been included or referenced in the Contract.

B. Work Records

The Contractor shall comply with the requirements of Section 1812 of the Labor Code. The Contractor shall maintain an accurate written record of all employees working on the project each calendar day. The record shall include each employee's name, Social Security number, job classification, and the actual number of hours worked.

C. Posting of Prevailing Wage Rates

The Contractor shall comply with the provisions of Section 1773.2 of the Labor Code. The Contractor shall post a copy of the prevailing wage rates at the worksite and comply with applicable law including posting of jobsite

notices required by 8 California  
Code Reg. §16451(d):

*"This public works project is subject to monitoring and investigative activities by the Compliance Monitoring Unit (CMU) of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California. This Notice is intended to provide information to all workers employed in the execution of the Contract for public work and to all contractors and other persons having access to the jobsite to enable the CMU to ensure compliance with and enforcement of prevailing wage laws on public works projects.*

*The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate jobsite posting of minimum prevailing rates required to be maintained by the public entity, which awarded the public works Contract. Complaints concerning nonpayment of the required minimum wage rates to workers on this project may be filed with the CMU at any office of the Division of Labor Standards Enforcement (DLSE).*

*Local Office Telephone Number:*

*Division of Labor Standards Enforcement Office  
320 West Fourth Street, Suite 450  
Los Angeles, CA 90013  
(213) 620-6330*

*Complaints should be filed in writing immediately upon discovery of any violations of the prevailing wage laws due to the short period of time following the completion of the project that the CMU may take legal action against those responsible.*

*Complaints should contain details about the violations alleged (for example, wrong rate paid, not all hours paid, overtime rate not paid for hours worked in excess of 8 hours per day or 40 hours per week, etc.) as well as the name of the employer, the public entity which awarded the public works Contract, and the location and name of the project.*

*For general information concerning the prevailing wage laws and how to file a complaint concerning any violation of these prevailing wage laws, you may contact any DLSE office. Complaint forms are also available at the Department of Industrial Relations website found at [www.dir.ca.gov/dlse/PublicWorks.html](http://www.dir.ca.gov/dlse/PublicWorks.html).*"



D. Certified Payroll Records

The Contractor shall comply with the requirements of Section 1776 of the Labor Code. Contractor and Subcontractors, if any, must furnish certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commission.

E. Subcontractor

Subcontractors, if any, must comply with all prevailing wage requirements as provided in this Section.



Department of the Treasury  
Internal Revenue Service

## Notice 1015

(Rev. December 2017)

### Have You Told Your Employees About the Earned Income Credit (EIC)?

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#### 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 whose wages 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 2017 are less than \$53,930 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 give an employee a Form W-2 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 you give an employee a substitute Form W-2, but it 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, 2018.

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 download copies of the notice at [www.irs.gov/FormsPubs](http://www.irs.gov/FormsPubs). Or you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to order it.

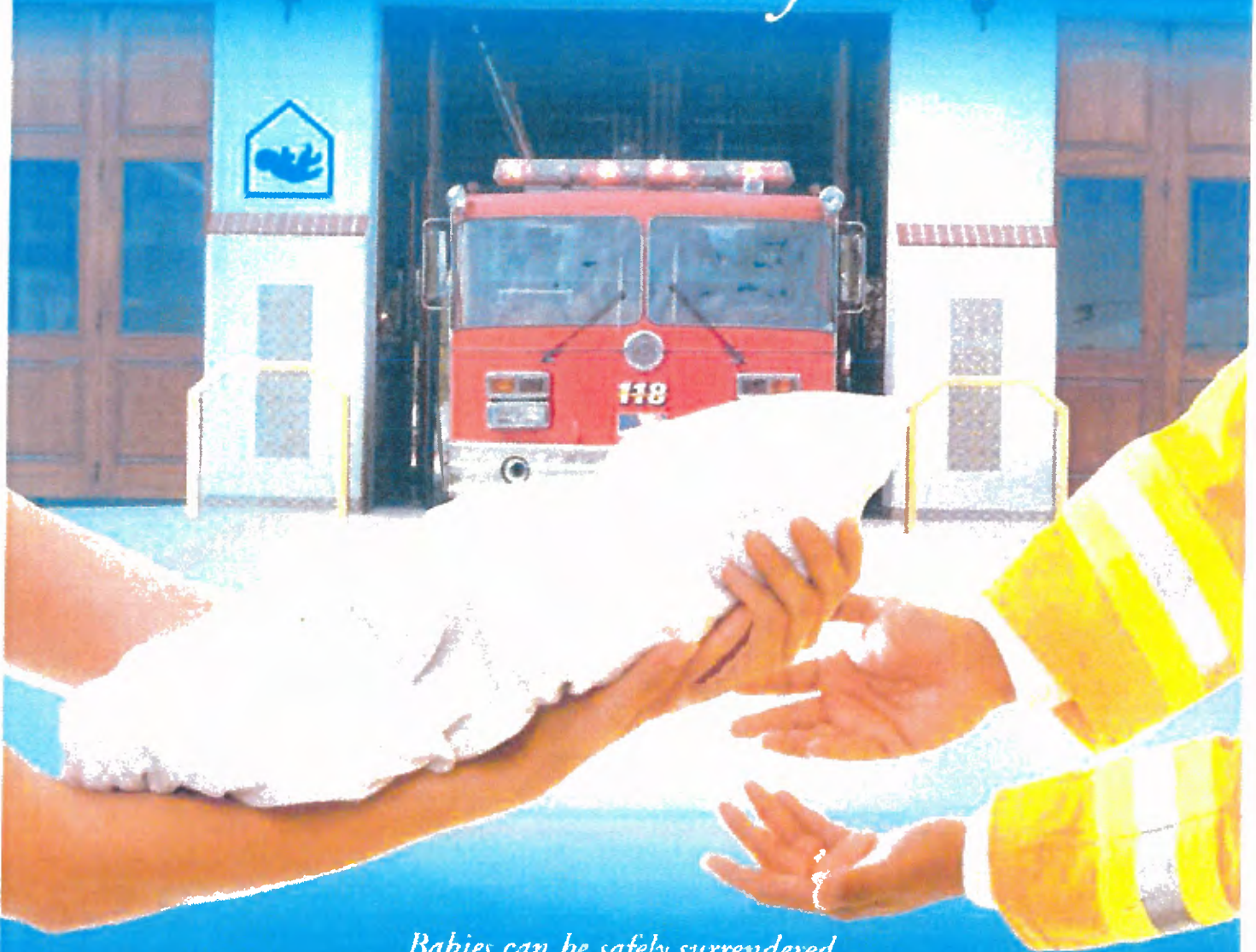
#### How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

#### How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2017 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2017 and owes no tax but is eligible for a credit of \$800, he or she must file a 2017 tax return to get the \$800 refund.

# *Safely* Surrendered *Baby Law*



*Babies can be safely surrendered  
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

*Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.*

## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

## What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

## Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

## Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

## What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

## What happens to the parent or surrendering adult?

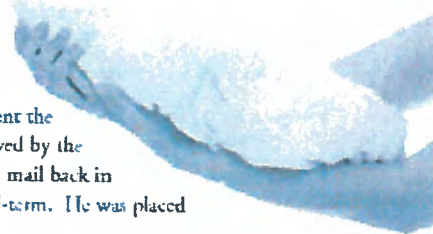
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the ankle placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

**Sin pena. Sin culpa. Sin nombres.**

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, puedan entregar al recién nacido sin temor de ser arrestados o procesados,

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

## ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

## ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que lleve un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

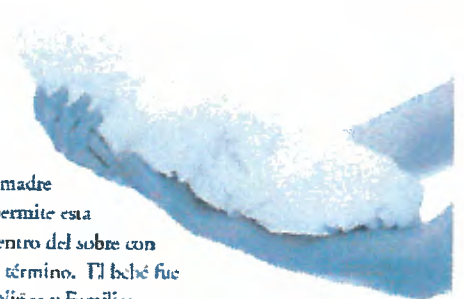
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basamentos o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraban. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



## Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and Contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

### 2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from Contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

### 2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a Contract or agreement with the County.
- B. "County" shall mean the County of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the Contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.030 Applicability.**

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended Contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.040 Required solicitation and Contract language.**

All solicitations and all new, renewed, extended, and/or amended Contracts shall contain language, which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded Contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new Contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing Contract, and failure to cure the breach within ten days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the Contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.050 Administration and compliance certification.**

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new Contract, or renewal, extension or amendment of an existing Contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in



payments due under any approved payment arrangement (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.060 Exclusions/Exemptions.**

- A. This chapter shall not apply to the following Contracts:
1. Chief Executive Office delegated authority agreements under \$50,000;
  2. A Contract where Federal or State law or a condition of a Federal or State program mandates the use of a particular Contractor;
  3. A purchase made through a State or Federal Contract;
  4. A Contract where State or Federal monies are used to fund service-related programs including, but not limited to, voucher programs, foster care, or other social programs that provide immediate direct assistance;
  5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement;
  6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process;
  7. Program agreements that utilize Board of Supervisors' discretionary funds;
  8. National Contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
  9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and intermember with existing supplies, equipment, or systems maintained by the County pursuant to the Los Angeles Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision;
  10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.6.0 or a successor provision;
  11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision;

12. A nonagreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual Section P-0900 or a successor provision;
  14. Other Contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.070 Enforcement and remedies.**

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County Contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the Contract may do one or more of the following:
1. Recommend to the Board of Supervisors the termination of the Contract; and/or,
  2. Pursuant to Chapter 2.202, seek the debarment of the Contractor; and/or,
  3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.080 Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

**Bid Submission Instructions**

1. Public Works will send an Invitation for Bids (IFB) to all Qualified Contractors. Public Works, in its sole discretion, may send the IFB to Qualified Contractors via email or other electronic methods.
2. In order for the bid to be considered responsive and responsible, Qualified Contractors shall comply with all requirements of the IFB.
3. IFB may request the Qualified Contractors to meet additional Minimum Mandatory Requirements that were not part of the Statement of Qualifications and/or provide information that the Minimum Mandatory Requirements, which was satisfactorily met by the Qualified Contractor at the time of SOQ submission, is still valid.
4. IFB will include a job-specific Scope of Work and related exhibits, if applicable.
5. IFB may mandate that all Qualified Contractors attend a mandatory walk-through.
6. IFB will include a comprehensive Form PW-2, Schedule of Prices, for the work identified.
7. Contractor shall submit a sealed bid prior to the deadline indicated in the IFB as well as any additional licenses/certificates, and/or additional experience and equipment requirements. Public Works, in its sole discretion, may request that bids be submitted via email or other electronic methods.
8. In accordance with Statements of Qualifications, Part I, Section 4, Evaluation of Statement of Qualifications; Award and Execution of contract, Public Works will award a Contract to the responsive and responsible Qualified Contractor with lowest bid, adjusted, as applicable, by the Local SBE Preference, Transitional Job Opportunities Preference, Disabled Veteran Business Enterprise (DVBE) Preference, and any other additional evaluation criteria as indicated in the IFB.
9. Public Works, in its sole discretion, reserves the right to negotiate submitted bid's price, to achieve the most beneficial price for the County. The negotiation with the responsive and responsible Qualified Contractor with the lowest bid will not result in a change in the rating of the bidders.
10. If the IFB requests multiple quotations, no bid will be considered unless the bidder submits a price on all items within each category.
11. Public Works, in its sole discretion, reserves the right to cancel this IFB process at any time.

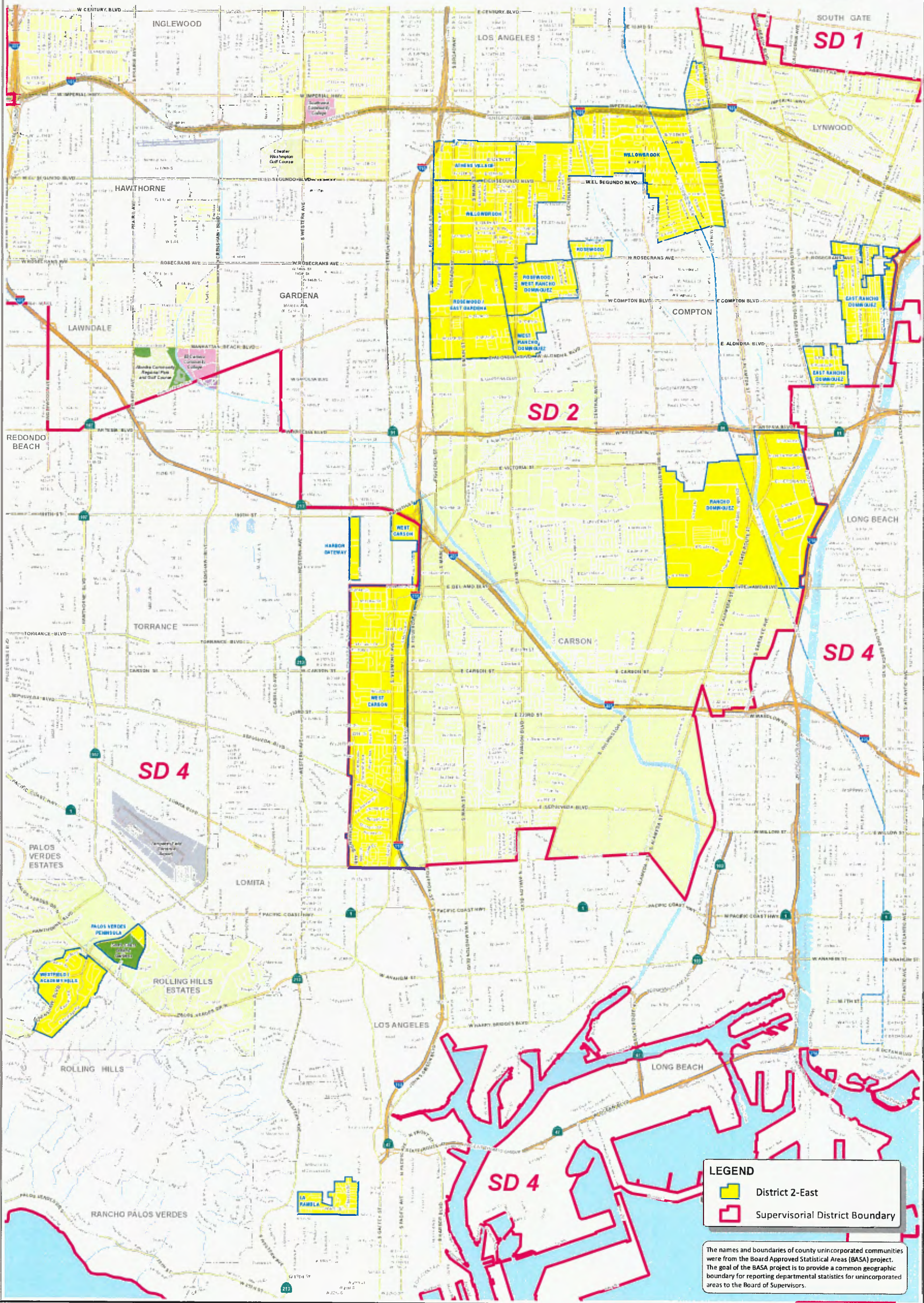


# LOS ANGELES COUNTY GRAFFITI REMOVAL SERVICES

## EXHIBIT G / DISTRICT 2-EAST



0 0.5 1 Mile



**LEGEND**

- District 2-East
- Supervisory District Boundary

The names and boundaries of county unincorporated communities were from the Board Approved Statistical Areas (BASA) project. The goal of the BASA project is to provide a common geographic boundary for reporting departmental statistics for unincorporated areas to the Board of Supervisors.

REF: I:\work\MODEL\_Services\GIS\PublicWorks\LA\_County\_GRAFFITI\_District2\_East.mxd DATE: 06/23/2018  
 Survey/Mapping & Property Management Division, Mapping & GIS Services Section



Board Approved Statistical Areas (BASA) Project 2015  
 Supervisorial District 2  
**Unincorporated - Athens Village**





**Unincorporated - Athens Village**

**Unincorporated - Willowbrook**

LA County



-  Supervisorial Districts
-  Unincorporated - Athens Village by Census Block Groups

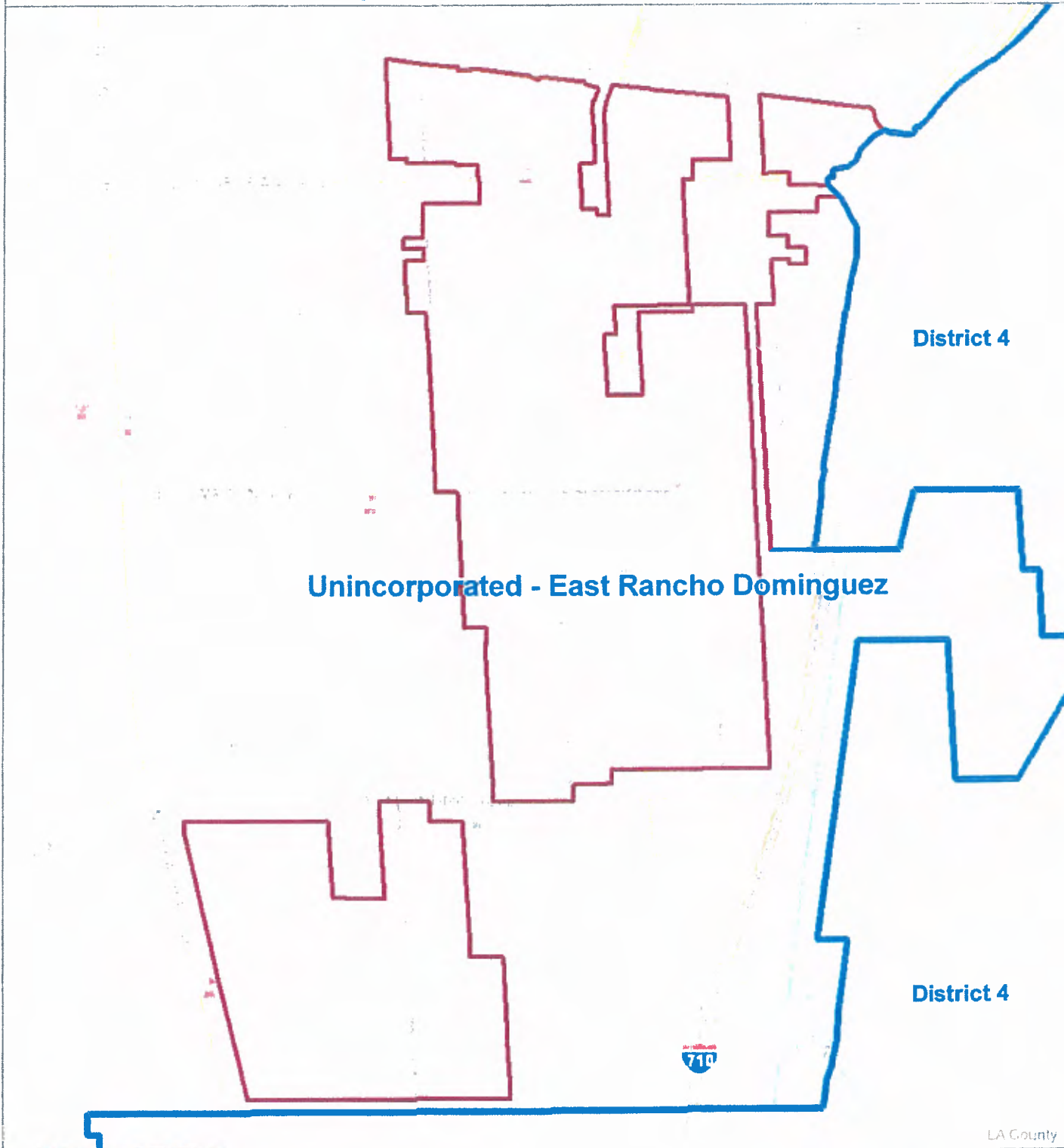




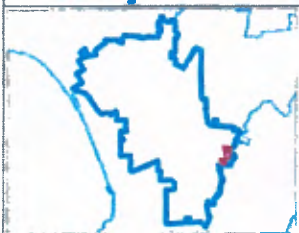
# Board Approved Statistical Areas (BASA) Project 2015

## Supervisorial District 2

### Unincorporated - East Rancho Dominguez



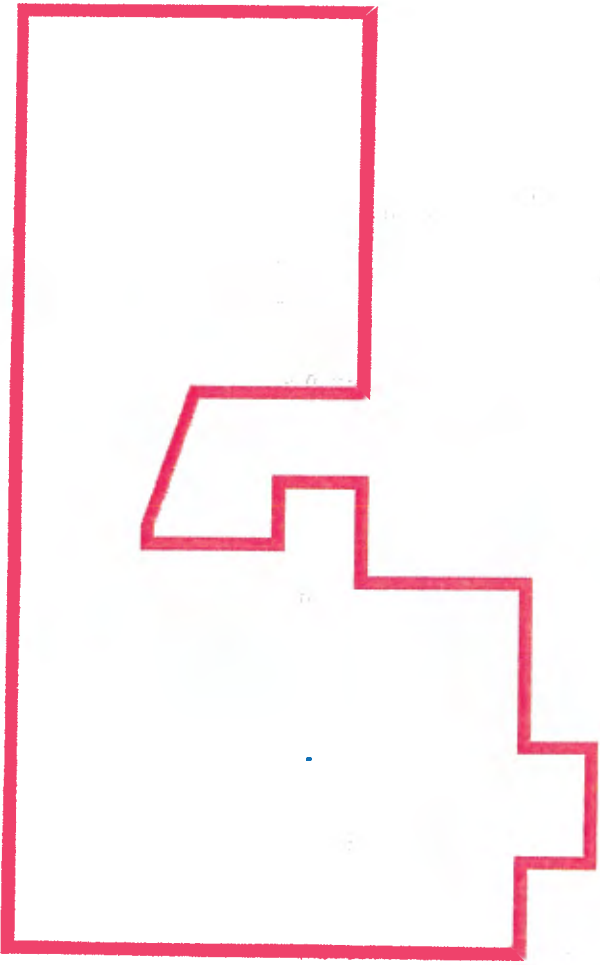
LA County



-  Supervisorial Districts
-  Unincorporated - East Rancho Dominguez by Census Block Groups

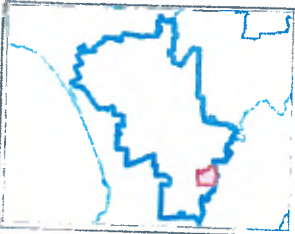
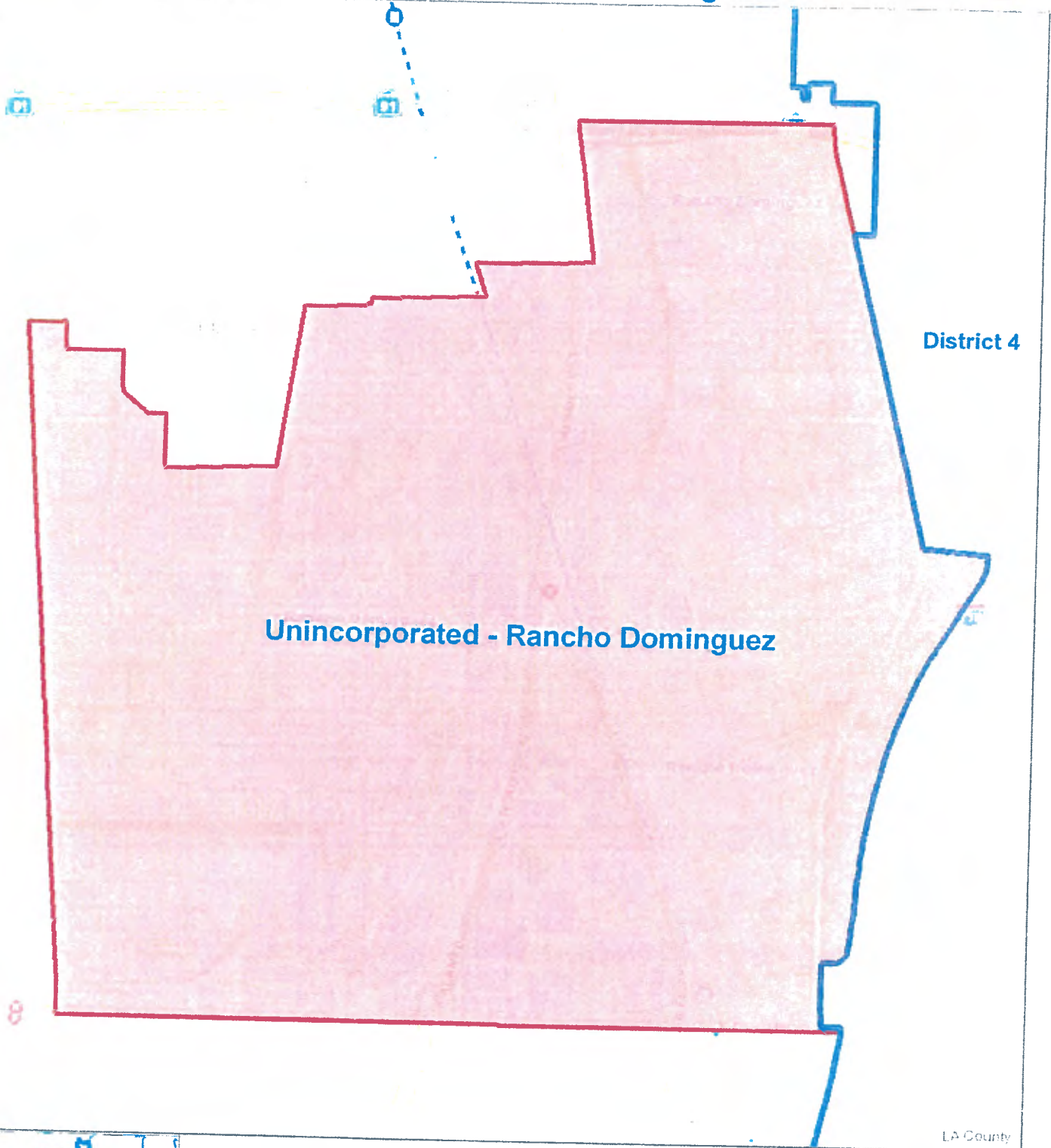


# La Rambla





Board Approved Statistical Areas (BASA) Project 2015  
Supervisorial District 2  
**Unincorporated - Rancho Dominguez**



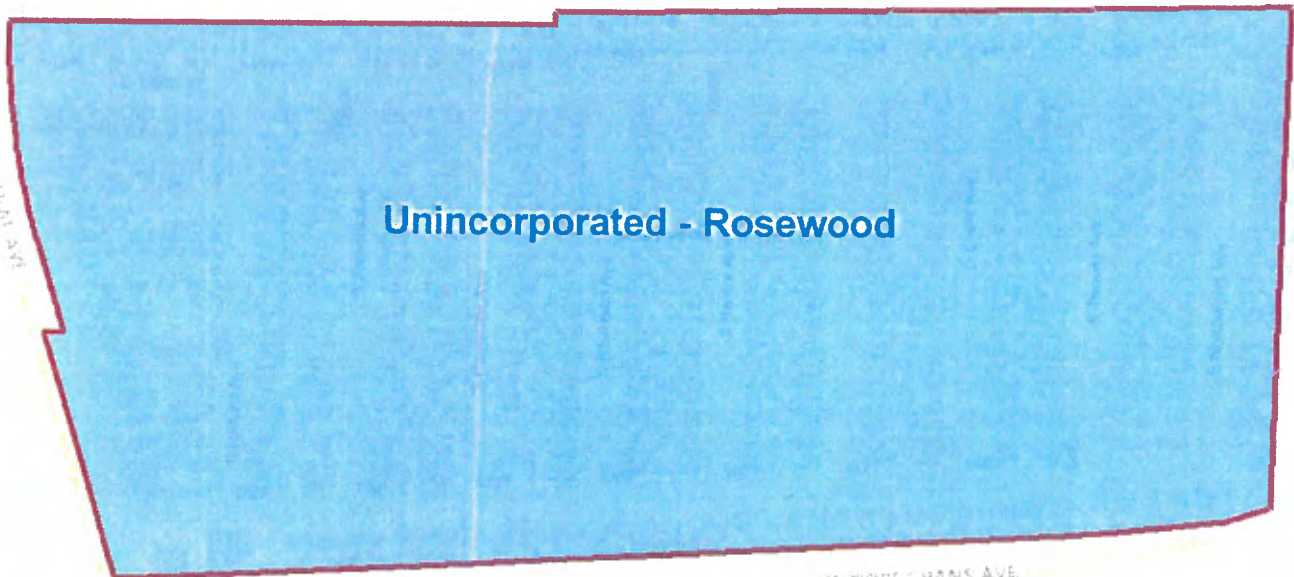
-  Supervisorial Districts
-  Unincorporated - Rancho Dominguez by Census Block Groups







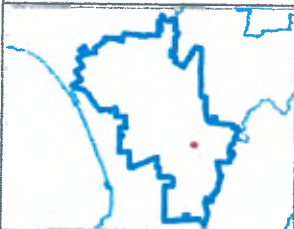
Board Approved Statistical Areas (BASA) Project 2015  
Supervisorial District 2  
**Unincorporated - Rosewood**





Unincorporated -  
West Rancho  
Dominguez

W ROSECRANS AVE

LA County



-  Supervisorial Districts
-  Unincorporated - Rosewood  
by Census Block Groups





Board Approved Statistical Areas (BASA) Project 2015  
 Supervisorial District 2  
**Unincorporated - Rosewood/East Gardena**



Unincorporated - Willowbrook

Unincorporated -  
 Rosewood/West  
 Rancho Dominguez

**Unincorporated - Rosewood/East Gardena**

Unincorporated -  
 West Rancho  
 Dominguez



-  Supervisorial Districts
-  Unincorporated - Rosewood/East Gardena by Census Block Groups



LA County



Board Approved Statistical Areas (BASA) Project 2015  
 Supervisorial District 2  
**Unincorporated - Rosewood/West Rancho Dominguez**



Unincorporated -  
Willowbrook

Unincorporated -  
Rosewood

**Unincorporated - Rosewood/West Rancho Dominguez**

Unincorporated -  
Rosewood/  
East Gardena

Unincorporated -  
West Rancho Dominguez

LA County



-  Supervisorial Districts
-  Unincorporated - Rosewood/West Rancho Dominguez by Census Block Groups





# Board Approved Statistical Areas (BASA) Project 2015 Supervisorial District 2 Unincorporated - West Carson





District 4

Unincorporated - West Carson

LA County



-  Supervisorial Districts
-  Unincorporated - West Carson by Census Block Groups





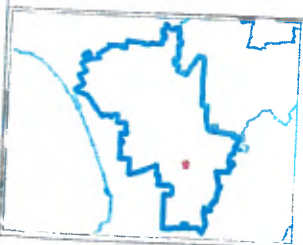
Board Approved Statistical Areas (BASA) Project 2015  
 Supervisorial District 2  
**Unincorporated - West Rancho Dominguez**





District 2

**Unincorporated - West Rancho Dominguez**

Unincorporated -  
 Rosewood/East Gardena



-  Supervisorial Districts
-  Unincorporated - West Rancho Dominguez by Census Block Groups

LA County

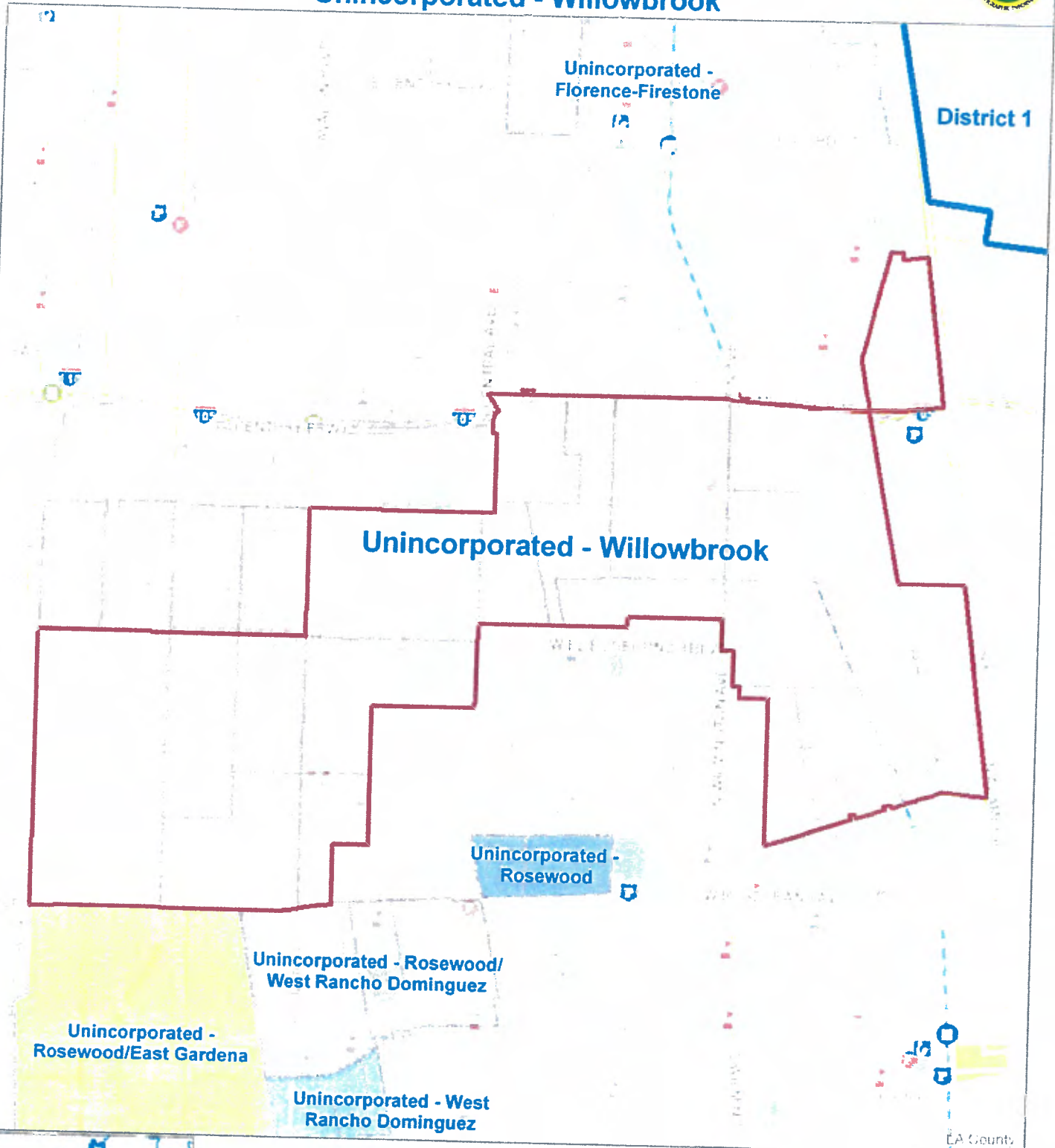




# Board Approved Statistical Areas (BASA) Project 2015

## Supervisorial District 2

### Unincorporated - Willowbrook



-  Supervisorial Districts
-  Unincorporated - Willowbrook by Census Block Groups



EA County



WOODS  
MAINTENANCE  
SERVICES, INC.

dba GRAFFITI CONTROL SYSTEMS



**COUNTY OF LOS ANGELES  
STATEMENT OF QUALIFICATIONS  
FOR GRAFFITI REMOVAL SERVICES  
(2015-SQPA002)**

April 9, 2015

Woods Maintenance Services, Inc.  
dba Graffiti Control Systems  
7260 Atoll Avenue  
North Hollywood, California 91605  
(800) 794-7384

<http://www.graffiticontrol.com>    [sales@graffiticontrol.com](mailto:sales@graffiticontrol.com)

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10.	Licenses and Certifications
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12.	Record Keeping
13.	Forms Lists (PW & LW Forms)
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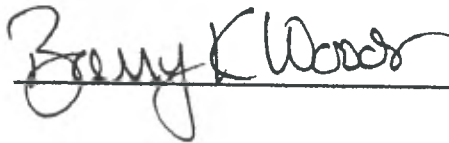
### 3. LETTER OF TRANSMITTAL

The undersigned hereby declares that he is the Contractor submitting the attached proposal and is duly authorized by Woods Maintenance Services, Inc., DBA 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 B, C33, C27, C61/D38, C61/D52, C61/D31, C61/D49, C61/D63, and HAZ classifications, and expires October 31, 2015.

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      [bkw@graffiticontrol.com](mailto:bkw@graffiticontrol.com)**

**Jeff Woods – General Manager**

**(818) 764-2515      [jwoods@graffiticontrol.com](mailto:jwoods@graffiticontrol.com)**

Date **March 18, 2015**

Federal Employer ID # **95-4643637**

CSLB License # **741322**

## **4. SUPPORT DOCUMENTS FOR CORPORATION**

**State of California**  
**Secretary of State**  
CERTIFICATE OF STATUS

ENTITY NAME:

WOODS MAINTENANCE SERVICES, INC.

FILE NUMBER: C1983206  
FORMATION DATE: 04/25/1997  
TYPE: DOMESTIC CORPORATION  
JURISDICTION: CALIFORNIA  
STATUS: ACTIVE (GOOD STANDING)

I, ALEX PADILLA, Secretary of State of the State of California,  
hereby certify:

The records of this office indicate the entity is authorized to  
exercise all of its powers, rights and privileges in the State of  
California.

No information is available from this office regarding the financial  
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate  
and affix the Great Seal of the State of  
California this day of March 10, 2015.

A handwritten signature in black ink, appearing to read "Alex Padilla".

ALEX PADILLA  
Secretary of State

TPP



# State of California Secretary of State

S

## Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)

**FEES (Filing and Disclosure): \$25.00.**

If this is an amendment, see instructions.

**IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM**

F391138

**FILED**

In the office of the Secretary of State  
of the State of California

FEB-02 2015

**1. CORPORATE NAME**

WOODS MAINTENANCE SERVICES, INC.

**2. CALIFORNIA CORPORATE NUMBER**

C1983206

This Space for Filing Use Only

**No Change Statement** (Not applicable if agent address of record is a P.O. Box address. See instructions.)

**3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.**



If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to **Item 17**.

**Complete Addresses for the Following** (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY	STATE	ZIP CODE
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE
6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4	CITY	STATE	ZIP CODE

**Names and Complete Addresses of the Following Officers** (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

7. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
8. SECRETARY	ADDRESS	CITY	STATE	ZIP CODE
9. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE

**Names and Complete Addresses of All Directors, Including Directors Who are Also Officers** (The corporation must have at least one director. Attach additional pages, if necessary.)

10. NAME	ADDRESS	CITY	STATE	ZIP CODE
11. NAME	ADDRESS	CITY	STATE	ZIP CODE
12. NAME	ADDRESS	CITY	STATE	ZIP CODE

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

**Agent for Service of Process** If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS

15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE

**Type of Business**

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION

17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

02/02/2015

BARRY K WOODS

PRESIDENT

*Barry K. Woods*

DATE

TYPE/PRINT NAME OF PERSON COMPLETING FORM

TITLE

SIGNATURE

State of California  
Secretary of State



STATEMENT OF INFORMATION

(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00. If amendment, see instructions.

IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

This Space For Filing Use Only

1. CORPORATE NAME (Please do not alter if name is preprinted.)

S

C1983206  
Woods Maintenance Services, Inc.

DUE DATE:

NO CHANGE STATEMENT (Not applicable if agent address of record is a P.O. Box address. See instructions.)

2.  If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 16.

If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement has been previously filed, this form must be completed in its entirety.

COMPLETE ADDRESSES FOR THE FOLLOWING (Do not abbreviate the name of the city. Items 3 and 4 cannot be P.O. Boxes.)

3. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY	STATE	ZIP CODE
7260 Atoll Avenue	North Hollywood	CA	91605
4. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE
		CA	
5. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 3	CITY	STATE	ZIP CODE

NAMES AND COMPLETE ADDRESSES OF THE FOLLOWING OFFICERS (The corporation must have these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

6. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
Barry K. Woods	7260 Atoll Avenue	North Hollywood	CA	91605
7. SECRETARY/	ADDRESS	CITY	STATE	ZIP CODE
Diane W. Woods	7260 Atoll Avenue	North Hollywood	CA	91605
8. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
Diane W. Woods	7260 Atoll Avenue	North Hollywood	CA	91605

NAMES AND COMPLETE ADDRESSES OF ALL DIRECTORS, INCLUDING DIRECTORS WHO ARE ALSO OFFICERS (The corporation must have at least one director. Attach additional pages, if necessary.)

9. NAME	ADDRESS	CITY	STATE	ZIP CODE
Barry K. Woods	7260 Atoll Avenue	North Hollywood	CA	91605
10. NAME	ADDRESS	CITY	STATE	ZIP CODE
11. NAME	ADDRESS	CITY	STATE	ZIP CODE

12. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and Item 14 must be completed with a California street address (a P.O. Box address is not acceptable). If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 14 must be left blank.)

13. NAME OF AGENT FOR SERVICE OF PROCESS


Barry K. Woods

14. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY	STATE	ZIP CODE
		CA	

TYPE OF BUSINESS

15. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION  
Contractor

16. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

1/25/10      Barry K. Woods      President            SIGNATURE

DATE      TYPE/PRINT NAME OF PERSON COMPLETING FORM      TITLE



# State of California

## Secretary of State

Confirmation of Receipt of Document/ Receipt for Payment

**IMPORTANT: Do not use the Back button on your browser. Using the Back button will result in duplicate charges being applied to your credit card.**

[Return to Main Page](#)

Transaction ID:	1016410578B2A347A-D322-3ABB-B82E-F5783821267D
Confirmation #:	095910
Charge Description	E-file Statement of Information for C1983206
Name:	Woods Maintenance Services, Inc. Jeffrey Woods
Address:	22431 Califa Street
Address Line 2	
City/State/Zip:	Woodland Hills, CA 91367
Phone:	818-716-8848
Email:	jwoods@graffiticontrol.com
Amount:	25.00
E-File Session:	2236257
AVS Response:	Y
Date/Time:	2/8/2011 7:59:23 AM

**Note: Confirmation of receipt does not constitute an approved/accepted filing. We recommend that you print or save this screen as a record of your E-file transaction and credit card payment.**

Copies of filings after submission may be requested using our [Business Entities Records Order Form](#).

If you are representing a business, we want you to be aware of a deceptive solicitation sent to many companies implying they have to go through a private, third party vendor – and pay an exorbitant fee – in order to file official documents with our office.

These solicitations are asking for fees of up to \$495 to file various documents with our office – documents that, in most cases, have a filing fee of \$25 for Statements of Information at most and \$0 for termination documents.

A Customer Alert on our website at [www.sos.ca.gov/business/be/alert-misleading-solicitations.htm](http://www.sos.ca.gov/business/be/alert-misleading-solicitations.htm)

# State of California

## SECRETARY OF STATE

### CERTIFICATE OF STATUS DOMESTIC CORPORATION

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That on the 25th day of April, 1997,

WOODS MAINTENANCE SERVICES, INC.

became incorporated under the laws of the State of California by filing its Articles of Incorporation in this office; and

That no record exists in this office of a certificate of dissolution of said corporation nor of a court order declaring dissolution thereof, nor of a merger or consolidation which terminated its existence; and

That said corporation's corporate powers, rights and privileges are not suspended on the records of this office; and

That according to the records of this office, the said corporation is authorized to exercise all its corporate powers, rights and privileges and is in good legal standing in the State of California; and

That no information is available in this office on the financial condition, business activity or practices of this corporation.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

October 22, 1998



*Bill Jones*

Secretary of State



County of Los Angeles  
**INTERNAL SERVICES DEPARTMENT**  
1100 North Eastern Avenue  
Los Angeles, California 90063

Telephone: (877) 669-CBES  
FAX: (323) 881-1871

JIM JONES  
Director

*"To enrich lives through effective and caring service"*

March 05, 2014

BARRY K WOODS  
WOODS MAINTENANCE SERVICES INC  
GRAFFITI CONTROL SYSTEMS 7260 ATOLL AVE.  
NORTH HOLLYWOOD, CA 916054104

**Vendor #: 05696501**

Dear BARRY K WOODS:

Congratulations! Your business is now certified as a Local Small Business Enterprise (LSBE) with the County of Los Angeles effective as of the date of this letter. Your Local SBE certification expiration date is based on your State of California SB certification which expires on April 30, 2016.

Your business is eligible for the Local SBE Preference Program consideration in those County of Los Angeles solicitations which include the "Request for Local SBE Preference Program Consideration" form. You must complete the form and provide your Vendor Number in your bid/proposal for each response to receive the preference.

Additionally, the Board of Supervisors established a "Countywide Small Business Payment Liaison and Prompt Pay Program". As a certified Local SBE, your company is now eligible for a 15-day prompt payment. Please call the Office of Small Business at (323) 881-3964 to make an appointment to receive your free Prompt Payment Stamp and instructions.

The County of Los Angeles Office of Small Business reserves the right to request additional information and/or conduct an on-site visit to verify any documentation submitted by the applicant. If there are any changes in the State of California Office of Small Business and DVBE Certification (OSDC) SBE status, ownership, control of the firm or principal place of business during the certification period, you are required to notify this office and the OSDC immediately.

Again, congratulations on your certification. If you have any questions about the Local SBE Program, visit our visit our website at <http://osb.lacounty.gov> or call the Local SBE Customer Service at (877) 669-CBES.

Sincerely,

JIM JONES  
DIRECTOR

DEBBIE CABREIRA-JOHNSON  
Program Director

JJ:DCJ/ct



## **5. EXPERIENCE**

### ***COMPANY BACKGROUND***

Attached is our response to the Los Angeles County Department of Public Works Request For Statement of Qualifications for providing graffiti removal services (2015-SQPA002) within the County of Los Angeles. In accordance with the Minimum Mandatory Requirements of the RFSQ, Woods Maintenance Services, Inc., dba, Graffiti Control Systems is licensed by the Contractors State License Board with a B, **C33**, C27, C61/D38, C61/D52, C61/D31, C61/D49, C61/D63, and HAZ classifications, active and current, has a managing employee with nearly 40 years experience in providing graffiti removal services, and will not employ the use of any subcontractors.

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 abatement 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.

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. When the company was created, we knew immediately that in order to have a successful business, we would need to not only work harder than everyone, we would need to work better. To that end Woods Maintenance Services, Inc. has always thought about how we can provide the most value to the client, while also trying to anticipate our clients’ future needs and requirements. In 1975, 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. As we became more and more experienced and skilled, those future needs came sooner than we were expecting. However, because we have always adhered to the edict that our most important assets

are our staff and our clients, we were able to adapt to what our clients' work needs required and what services our staff was capable of providing. This way of thinking and operating continues to this day, and is the primary reason we have continued to be successful as we approach our 40<sup>th</sup> Anniversary.

In 1976 the company grew to include landscape and irrigation 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.

Woods Maintenance Services was also one of the first private contractors to perform weed, vegetation and debris removal along active and inactive railroad right of ways, as well as freeways and flood control channels. In fact, we were the first contractor to employ the use of street sweepers in the flood control channels to assist crews with trash removal. We performed these services for multiple Southern California transit authorities, including Metrolink, OCTA, SCRRA, and MTA, and for other public agencies including CalTrans and the Los Angeles County Department of Public Works

As graffiti increased throughout Los Angeles and the 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. Not wanting the future to pass us by, we have created our own web and smartphone application for graffiti removal, tracking, and reporting services—Write On, Right Off™—which is available for free for all contract cities, agencies, and the public at large.

Graffiti Control Systems' sister company, Hydro Pressure Systems, is one of the largest licensed pressure washing contractor in the state, and for nearly 40 years has been performing all manner of exterior maintenance for both public and private sector clients throughout California.

Graffiti Control Systems presently has multiple contracts with the City of Los Angeles to perform multiple maintenance services in widespread areas of the city. Under the auspices of the Street Maintenance Department within the Board of Public Works, GCS regularly pressure washes the following tunnels: LAX (Sepulveda Tunnel), Van Nuys Airport (Sherman Way Tunnel), the 2nd Street Tunnel (Downtown LA), and the Mulholland Tunnel (near the 405). In addition to our long standing contract with the Office of Community Beautification for citywide graffiti removal, we also provide graffiti removal and pressure washing services for the Los Angeles City Public Libraries. For the City of Glendale, we were contracted to handle the street sweeping and sidewalk cleaning along Brand Avenue, adjacent to the Americana. In partnership with CalTrans and MTA, GCS performed emergency Tunnel Cleanings for the multiple tunnels on the northbound 110 Freeway between Downtown LA and the 5 Freeway. GCS has swept and pressure 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.

Fourteen years ago, our company was awarded and has been performing under an LA 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 pressure washed 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, as well as the primary vendor for the 1984 Olympics, the LAX Terminal Jetway cleaning, and the Democratic National Convention in 2000. We also served as a subcontractor for Kiewit on their 405 Sepulveda Pass Project for both Carmageddon I and II to abate graffiti and paint out the temporary k-rails.

At present, Graffiti Control Systems is under contract with the cities of Los Angeles, Diamond Bar, Tustin, San Gabriel, Santa Monica, Arcadia, Temple City, and South Pasadena, as well as Los Angeles County. As the current contractor for the MTA we are charged with keeping all of the transit properties free of graffiti, weed, trash and debris throughout the county. Further, we also have a contract with MTA for providing landscape and irrigation maintenance services for over 179 Metro properties located throughout Los Angeles County.

With our 40th Anniversary quickly approaching, we are proud to have brought a great many “firsts” to the service industry:

- 24 hour graffiti removals upon request
- application of anti-graffiti protective coatings
- only authorized company to abate and apply protective coatings to murals within the City of Los Angeles
- first to test and utilize portable spectrophotometers in the field
- first contractor to go “green” with graffiti removal chemicals and water recovery and recycling
- instrumental in working with Armand Hammer in testing and approving the safe use of soda bicarbonate for alternative types of abatements
- first contractor to offer glass polishing for windows etched by vandals
- first contractor to use a relational database for entering, tracking and reporting graffiti incidents
- first contractor to use a real time tracking and reporting system for graffiti incidents
- first contractor to use sweeper trucks in the flood control channels to assist the crews with trash removal

Currently, most of what Woods Maintenance Services has pioneered, has been adopted by other contractors and municipal departments in monitoring their contracts.

Woods Maintenance Services has always been proud of its ability to offer and demand exceptional service from its staff. In-service training, incentives, above 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 40 years.

Cities, counties, public agencies, 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. Whether it is graffiti abatement, landscaping, 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 the immediate and professional response to any disruption to the cleanliness of the facilities it is charged with maintaining.

We feel that our staff, work plan, experience, professionalism and equipment can provide the Los Angeles County Department of Public Works with the best in Graffiti Removal Services.

***OVERVIEW OF COMPANY & STAFF***

Barry K. Woods

**OWNER/PROJECT MANAGER**

39 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.

Rene Lopez  
Enrique Lopez  
Jose Morales  
Antonio Morales  
Angel Paniagua  
Mario Acosta  
Memo Acosta  
Jeff Woods  
Josh Woods

### **PROJECT SUPERVISORS**

157 years of combined field work experience in all aspects of contract maintenance with city, county and state agencies. Create and implement new and more efficient systems of inspection and quality control procedures. On site on daily basis, handles initial calls for emergency service, and follows up upon completion. Provide daily quality control and assurance.

Doris Lemaire  
Connie Perez  
Marina Lopez

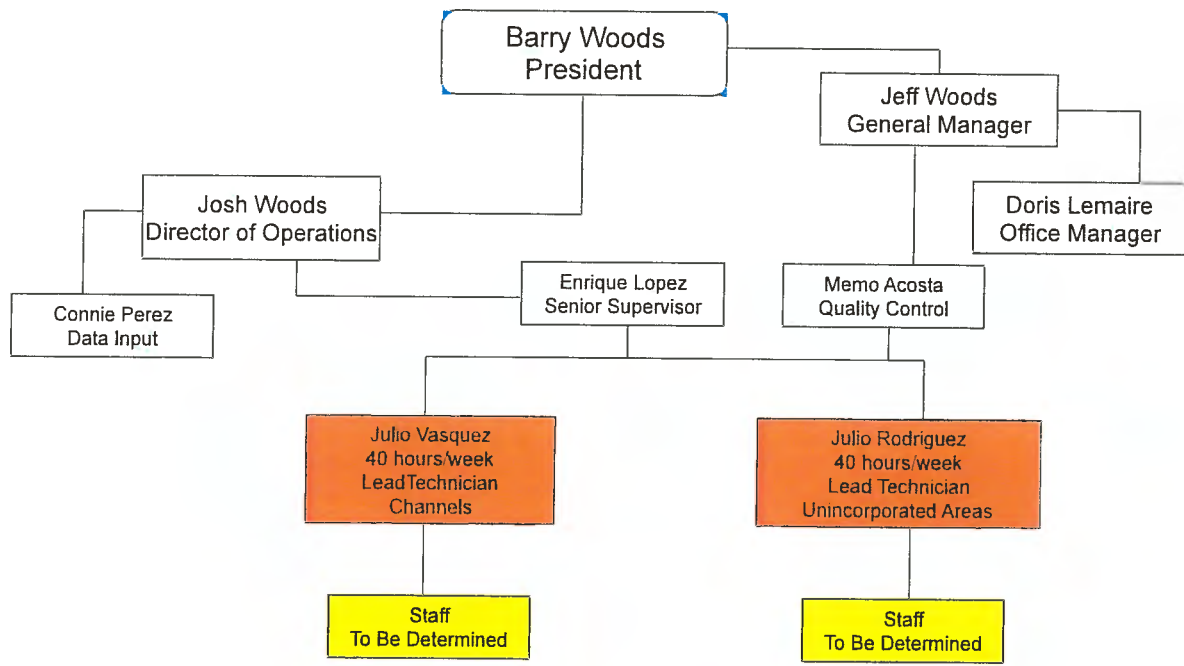
### **ADMINISTRATIVE ASSISTANTS**

41 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**

With over 140 full time employees, Woods Maintenance Services has 80 employees that have been trained as graffiti removal technicians, capable of surveying, locating, and recording graffiti sites, matching colors on-site, and painting over the vandalized areas. In addition, all are qualified and certified to operate high pressure washers for water blasting removals, and all have been trained in the safe and proper use of graffiti removal chemicals.

# WOODS MAINTENANCE SERVICES, INC. (2015-SQPA002) Organizational Chart



**RESUMES FOR KEY STAFF**

**BARRY K. WOODS**

EXPERIENCE

President 10/75 – Present  
39 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.



**JEFFREY WOODS**  
EXPERIENCE

General Manager 7/03 – Present  
Oversees staff of 140+ 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

Has direct oversight of City and County contracts, interfaces with Supervisors, and liaison with City and County contract administrators.

EDUCATION

California State University - Northridge, Northridge, California.  
Received B.S. degree in Business Management.

**Josh Woods**

EXPERIENCE

Director of Operations 1/10 – Present  
Maintain a database of all current and past contracts and representatives. Liaison with city, county, agency, and private business personnel to find better ways to conduct our various businesses. Work closely with general manager and human resource department to handle all employee issues, including hiring and scheduling. Weekly supervision of various crews in the field, including, trash and debris removal, graffiti abatement, call box maintenance, and pressure washing, to ensure quality control. Leads in-house safety and training courses with senior supervisors.

Quality Control Manager 5/09-12/09  
Spent time with each of our then 80+ employees to get their input as to how to more effectively and efficiently conduct business. Implemented inventory controls to maintain better records and avoid wasteful spending. Found new ways to cut spending on our fixed-cost items, including: using a fleet gasoline service, and subcontracting our vehicle maintenance.

CLIENTS

Act as a representative to contract administrators in fulfilling their requests and concerns.

EDUCATION

University of Michigan, Ann Arbor 9/89-5/93  
Bachelor of Arts---Communications

**DORIS LEMAIRE**  
EXPERIENCE

Office Manager 7/94 – 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, county, state and Federal requirements for contracts, interfaces with all Contract Managers. Supervises payroll, handles A/R and A/P. Schedules meetings with County for certified payroll interviews. Receives, assigns, and verifies all Work Orders from the County. 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.  
Notary Public since 1996.

Below are the resumes of a sampling of employees that can be assigned to County projects:

**Enrique Lopez, Senior Regional Supervisor**

- 24 years with the company
- Senior Regional Supervisor for past 8 years, supervisory areas include: LA County, including Whittier Blvd Enhanced Maintenance, Florence-Firestone Enhanced Maintenance and Graffiti Abatement, Los Angeles City UNTAG program
- Prior jobs include: senior crew supervisor-Florence-Firestone Zone 1C and 2A graffiti contract, senior supervisor-West Area Flood graffiti contract, crew supervisor-LA City graffiti contract, lead graffiti abatement technician-LA City graffiti contract
- Trains all new graffiti abatement technicians in proper safety procedures, various abatement techniques, including painting, color matching, chemical removal, and pressure washing/sand-blasting
- Supervises field staff of nearly 30
- Our first employee to beta test the TAGRS graffiti tracking program in the field
- Meets regularly with contract managers and local merchants to get input for making operations more efficient
- Successfully handles client/constituent concerns
- Leads weekly tailgate meetings for the crews under his supervision
- Responsible for ordering necessary paints, chemicals and sundry items for crews
- Hires, disciplines, promotes firm staff
- Numerous Company-wide awards. Multiple time winner of Best Graffiti Abatement Technician
- Bilingual

**Education:**

- Oaxaca, Mexico—Undergraduate coursework
- Pierce College—Small Machine Engine Repair 1996
- LA Valley College—Principles of Management 1999

### **Guillermo “Memo” Acosta, Field Quality Supervisor**

- 14 years with the company
- Field Quality Supervisor since 2011
- Responsible for firm-wide quality control
- Supervisor since 2008
- Formerly supervised San Gabriel, Temple City, Arcadia, LA County Zone 5B (Castaic), and MTA graffiti contracts
- Cross-trained in every facet of our business
- Skilled painter, color matcher, pressure washer and sand blaster
- TAGRS experience for 3 years
- Has experience working with every crew at the firm
- Extremely valuable employee as his skill set comprises all aspects of our firm’s work
- Prior assignments include: LA County graffiti abatement-West Channels, MTA graffiti abatement, LA Safe call box maintenance
- Bilingual

#### **Education:**

- Canoga Park High School
- Pierce College—Human Relations Management 2009

### **Julio Vasquez, Lead Technician**

- 4 years with the company
- Promoted in 2012 to lead technician for one of our LA County graffiti abatement contracts—West Area Flood Facilities (precursor to this contract)
- Previous assignments include: City of West Hollywood graffiti abatement technician
- Skilled in all graffiti abatement techniques, including painting, color matching, chemical removal, and pressure washing/sand blasting
- Proactive technician who seeks out more efficient ways to handle abatements within his territory
- Trained and versed on TAGRS application
- Works and communicates with neighborhood merchants on regular basis to stay abreast of happenings in his area
- By hard work and dedication has made himself an integral part of the company
- Awarded employee of the month in March 2012, October 2013
- Skilled in small machine repair
- Bilingual

### **Education:**

- Lima, Peru –General Studies
- LA Valley College—Machine Shop and Vocational Education Courses 2008

### **Julio Rodriguez, Lead Technician**

- 5+ years with the company
- Promoted in 2012 to lead technician for one of our LA County enhanced maintenance contracts—Whittier Boulevard
- Previous assignments include: MTA Graffiti Abatement, LA County Flood Control Channels Graffiti Abatement
- Skilled in all graffiti abatement techniques, including painting, color matching, chemical removal, and pressure washing/sand blasting
- Proactive technician who seeks out more efficient ways to handle abatements within his territory
- Trained and versed on TAGRS application
- Works and communicates with neighborhood merchants on regular basis to stay abreast of happenings in his area
- By hard work and dedication has made himself an integral part of the company
- Awarded employee of the month in October 2011, July 2014
- Skilled in small machine repair
- Bilingual

#### Education:

- Van Nuys High School
- Heat and Illness Prevention Program
- Metro Rail Safety trained

Should we be awarded Graffiti Removal Services contracts that arise from this RFSQ, GCS will assign only experienced technicians to work on our crews. All technicians will have extensive experience in painting and graffiti abatement on other crews and will know how best to deal with the day-to-day operations of these contracts. In addition, they will all have clean driving records.

If awarded a contract, the personnel that will be assigned to this project shall not be removed or replaced without the prior written consent of the County. Please see organization chart at the end of this section.

### ***PRIOR EXPERIENCE***

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 \$3,000,000 with the majority being in the \$500,000 to \$800,000 range. Should more exacting figures be required, we will be happy to provide them.

### **Graffiti Removal, Abatement, Coatings and Maintenance**

County of Los Angeles

- Maintenance of South Los Angeles Zero Tolerance (1C & 2A)
- Maintenance of the Castaic Area Zero Tolerance (5B)
- Maintenance of the Malibu Area Zero Tolerance (3A)
- Maintenance of E. Whittier Blvd Zero Tolerance (1F)
- Maintenance of North San Gabriel Valley (Zero Tolerance)
- Maintenance of East and South San Gabriel (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 Los Angeles

- Maintenance of all Freeway Underpasses (Zero Tolerance)
- Maintenance of all City Buildings and Property (Zero Tolerance)
- Mural anti-graffiti coating application and graffiti removal
- Zero Tolerance Graffiti control for all of CD-9
- UNTAG program to assist 13 CBO's with their abatement needs

Los Angeles Metropolitan Transportation Authority (MTA)

- Maintenance of stations and facilities
- Paint out of bridges and facilities

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 San Fernando

- Zero Tolerance Graffiti Removal Program

City of Arcadia

- Zero Tolerance Graffiti Removal Program

City of Temple City

- Zero Tolerance Graffiti Removal Program

City of Santa Monica

- Zero Tolerance Graffiti Removal Program

City of West Hollywood

- 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 – Las Vegas

Austin, Texas

Graffiti Removal for City-wide Park System

California Department of Transportation (CalTrans)

Exterior Maintenance of Trans Bay Terminal – San Francisco

Graffiti Abatement from sound walls on 405 Freeway

### **Pressure Washing / Trash Removal / Graffiti Removal Services**

County of Los Angeles

Florence Firestone Enhanced Maintenance

Whittier Boulevard Enhanced Maintenance

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

LAX and Van Nuys Airport Tunnels

Civic Center & Environs

Los Angeles Police Department Programs

General Services City Hall Restoration & Cleaning

City of Glendale

Street sweeping maintenance of Central Business District

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

### **Weed, Trash and Debris Removal - Public Rights of Way**

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, East Area, South Area

Orange County Transportation Authority

Southern California Regional Rail Authority

California Department of Transportation – Freeway right of way maintenance

Los Angeles Metropolitan Transportation Authority – Railroad right of way

maintenance

In all of the aforementioned contract jobs, we have acted as the Prime Contractor with the awarding agency or body.

In addition to helping develop the Sidewalk Maintenance Program for Westwood Village, we have advised on, expanded, and revised specifications for all manner of these types of projects, to accomplish new sets of goals. We developed the Pilot Graffiti Removal Program for the City of National City, and have helped to write 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 our areas of expertise. Evaluating the exterior maintenance needs of a department, setting realistic but ambitious goals for improvement, and implementing improved methodologies to accomplish these goals...this is what we do best.

## **6. WORK PLAN**

With the continuation of the Zero Tolerance Program throughout the County of Los Angeles, the County is taking an aggressive and proactive stand in the war on graffiti. To this end, Graffiti Control Systems has developed its work plan to quickly attack the problem in the initial stages and to offer concentrated, speedy, and consistent service through the balance of the contract term. Graffiti Control Systems has previously held and continues to hold multi-year contracts in many areas throughout the County. Below we will detail the various types of graffiti removal services that the Los Angeles County Department of Public Works solicits for contracts.

### **INITIAL PROTOCOLS:**

#### **A. Flood Control Channels**

Graffiti Control Systems shall remove all graffiti from public surfaces, including, but not limited to, walls, inverts, abutments, pillars, fences, gates, and signs within the specific flood control facilities and channels, and then maintain those surfaces graffiti free. Graffiti Control Systems will keep ample stock of Concrete Gray paint in each of the vehicles assigned to this contract, as well as chemicals used for the graffiti removal on signs. Further, because we know from experience that not all walls are the same color, we will also stock our trucks with other colors common to the channels, including ivory white, palomino beige, and grizzler brown. Upon notification by county personnel, via email notification from GARS, as well as through our daily surveying in the channels themselves, Graffiti Control Systems shall abate all graffiti within 48 hours, though, as we have proven in the past with contracts in the West and South Areas, our timeframe for removal is typically within one business day. During times of inclement weather or where circumstances exist beyond Contractors' control, such abatements may require a longer time frame. In order for the Contractor to handle all problems, reports, and incidents in the shortest time frame possible, all personnel staffed to this contract shall be immediately reachable by cell phone and are required to communicate with their supervisor or office staff every two hours for any urgent or immediate needs.

Whatever the number of crews the county will require for any resulting contract, these crews will be dispatched daily from our office, and combined, will hit each of the channels, creeks, pump stations, yards, debris basins, public drains, spreading grounds, and other flood facilities during the week. Work orders will be responded to in accordance with this schedule unless it is an emergent situation that requires immediate removal. All hot spots will be visited twice per week, or more as necessity dictates. As we have shown through the course of our work in the West Area, Graffiti Control Systems is proactive and removes much of the graffiti in the channels before it has even been reported via GARS or constituent request. The technicians who will be conducting the daily operations in the flood control channels will all be experienced graffiti removal technicians. Due to the sensitive nature of working in the channels, and the fact that Graffiti Control Systems has vast experience in providing these services, Julio Vasquez would likely be chosen as lead technician for this project, should we be awarded any contract. Julio has all the requisite skills to perform exceptionally on this project, including working as our lead technician on our most recent West area contract. Julio has been a graffiti abatement technician for the firm for over 4 years and in this capacity has become proficient in abating graffiti via paint-out, color matching, chemical removal and water/sand blasting. He has proven himself to be an exceptional worker and dedicated employee. Because Julio has worked in the channels for a number of years, GCS is intimately familiar with the "hot spots" and "trouble areas" where taggers like to continually do their damage. Any addition of channels and other facilities to future contracts will provide our company with the opportunity to perform an all-out blitz at the onset of these additions—removing all graffiti, and noting the speed and frequency of the follow along tags. By creating these notes, GCS will quickly be able to assess which of these new areas require more frequent surveying.

As Julio's co-workers, Graffiti Control Systems will choose from our roster of experienced technicians. Because working in the channels is different from working in the streets, Graffiti Control Systems will assign employees who have the requisite experience removing graffiti and who have also had experience driving in the channels and along the rights of way. Prior to commencing work, the newly assigned technicians

will be given an additional safety course by Josh Woods and Enrique Lopez on navigating in the channels and along the rights of ways, and when it is safe or unsafe to work inside the flood areas. Site visits to the individual channels will be made with Josh and Enrique to show how and where to safely enter and exit the channels, and which type of inverts can be safely navigated and which cannot.

As we have found, from our years of experience in the channels, over 90% of the work in the flood control channels is paint-out, and therefore all vehicles assigned to flood control graffiti contracts are outfitted with a professional grade airless sprayer, the various paint colors, extra buckets, extra hoses, brushes, rollers, and other sundry items requisite to performing these tasks. For every 3 vehicles we have in the flood control channels, we will provide one pressure washing machine so that we can always be prepared for any time of abatement that is required. Certainly, if only 1 or 2 crews are required, we will always have a minimum of 1 pressure washing machine at the ready.

#### **B. Unincorporated Areas within Los Angeles County**

In order to properly manage any unincorporated county areas that make up resultant contracts from this RFSQ, Graffiti Control Systems will always execute an initial "blitz" that is carried out to eradicate any existing graffiti. Once the existing graffiti is removed in this initial blitz, Graffiti Control Systems will maintain these areas graffiti free. As many crews as are necessary will be assigned to this task at the outset, especially in those areas where the current contractor may have been somewhat negligent. These areas will be brought up to the standard that is in accordance with GCS' history of working on zero-tolerance graffiti removal contracts. These areas will then be maintained in this condition throughout the term of the contract.

Self-generating surveys, as well as emailed requests through GARS will be handled with immediacy. As has been the case in our current County graffiti removal services contracts, all requests will be handled within 48 hours. However, GCS has proven time and time again, that it typically fulfills these requests within 24 hours. In fact, GCS has on many occasions fulfilled these requests within minutes of notification. All of the crews are fully equipped so that when the technician comes upon graffiti, he can

immediately remove it, regardless of the surface upon which the tag is found, the color of the surface, or the method that is required to remove it. Our crews do not notate graffiti and come back to it "later." All graffiti is removed as it is encountered in the field. All relevant information, including the type of tag, the size, and the removal method, will be notated and recorded for data entry.

At the onset of any program, each area within the contracted zone will be assessed for hot spots and other critical areas. GCS will field multiple crews in an effort to attack the graffiti head up and abate all visible incidents. Areas the previous contractor has allowed to lapse, major thoroughfares and business districts will be the primary concern. This will be quickly followed by private property, alleys and areas adjacent to public facilities that have not gotten the attention they deserve.

After cleaning the contracted unincorporated area during our "initial blitz", Graffiti Control Systems will institute its plan to best allocate the crews' time and resources to fulfill not only the requirements of the zero tolerance program, but to also insure that the best and most efficient services are provided. In our past contracts we will typically begin the second phase (post the initial blitz) by dividing our crews into geographically relevant districts. We have found that this is the best course of action at the beginning of any new contracts for a number of reasons: technicians become more efficient, quicker to respond, and have better knowledge of their specific region because that is where they spend their entire day; learn more quickly where the hot spots are; have the correct paint colors ready to go because they are always in the same area; techs become more accountable and take more pride in the quality of the work as they are seen daily and are known by the constituents in the area.

Of course, as with every contract we work on, our work plans always have to be fluid. What works in Florence/Firestone may not work in Castaic, and we want to be able to make any required or requested changes to our plan based on what we experience. Until we have work boots on the ground, we will not be able to state definitively how we are going to perfectly allocate our personnel. However, having performed graffiti



removal services for the Department in multiple locales around the County for many years, the plan we have developed is our best plan for executing the graffiti removal work for the County on Day 1. Should the facts tell us differently once we begin the actual work, we will consult with the program manager and make the necessary adjustments. No matter the situation, or the zone, if circumstances present whereby excessive graffiti rears its ugly head, we are fortunate to have the necessary cross-trained staff and excess equipment to add personnel immediately in order to abate all of the offending graffiti. Graffiti Control Systems' technicians will be in frequent contact with one another during the day, so that should a graffiti removal incident necessitate a second technician for reasons including: providing traffic control, safety hazards, second story or higher, a second technician can be summoned and will assist his co-worker with the needed aid.

Graffiti Control Systems is well versed on the GARS system and is intimately familiar with the 48-hour abatement policy that is part and parcel to the zero tolerance program. Also, having worked under various contracts with the County in the past and present, we have proven time and time again that we are extremely responsive to all requests from the County Board, constituents, and program managers. We have always responded to emergency requests immediately, 24/7/365.

Graffiti Control Systems has chosen Julio Rodriguez as its lead technician for this project, should we be awarded a resultant contract from this RFSQ. Julio has all the requisite skills to perform exceptionally on this project, including his prior work as our lead graffiti removal technician in zone 1F along Whittier Blvd. Julio has been a graffiti abatement technician for the firm for over 5 years and in this capacity has become proficient in abating graffiti via paint-out, color matching, chemical removal and water/sand blasting. He has proven himself to be an exceptional worker and dedicated employee, who listens to the constituents when they want to report an incident in the field and will follow up with them when the job has been completed. These personal interactions are another quality that set Julio and Graffiti Control Systems apart from its competition.

Julio and his co-workers will quickly assess the hot spots in these new areas by performing an all out blitz at the onset of the contract—removing all graffiti, and noting the speed and frequency of the follow along tags. By creating these notes, GCS will quickly be able to assess which of these new areas require more frequent surveying.

As Julio's co-workers, Graffiti Control Systems will choose other experienced technicians. Graffiti Control Systems will assign employees who have demonstrated exceptional skills in color matching, as these zones typically will require a technician to match dozens of colors in a week. Prior to commencing work, the newly assigned technicians will be given an additional safety course by Josh Woods and Enrique Lopez on defensive driving and safe procedures for removing graffiti in busy urban settings, as well as less frequented areas. Safety vigilance must never be taken for granted, in either urban or suburban settings.

### **ONGOING CONTRACT PROTOCOLS**

Graffiti Control Systems shall remove all graffiti from public and private surfaces within the county boundaries, and then maintain those surfaces graffiti free. Abatement crews will patrol and survey the areas per the requirements in the contract, annotating and removing graffiti as it is encountered.

All commercial thoroughfares, areas around schools, religious buildings and main arteries shall be patrolled Monday through Friday. Residential neighborhoods shall be targeted as well. Special projects or difficult to access locations may be handled on the weekend when there is less traffic and congestion.

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 into our offices 24 hours per day, and in many cases, shall be abated the same day. Emergencies are always

handled immediately, in accordance with any contract requirements. Supervisors check in with the office every two hours to obtain updates and urgent or priority assignments. Field crews and supervisors are called throughout the day, via cellular phones to update progress and review workload. It is at these times decisions are made whether to assign additional crews in a particular area.

### **The “360 DEGREE APPROACH”**

Technicians will service all requests on the major thoroughfares as well as any visible graffiti using our tried and proven 360 degree approach. The 360 approach is the performance standard we use in all of our contracts and it will be no different with these County graffiti removal contracts. Our crews have all been trained that when they remove graffiti at a request site, oftentimes there will be ancillary graffiti in the immediate environs. By turning 360 degrees from the incident, the technician can and will abate all visible graffiti. This process helps in myriad ways: additional requests will not be generated from this area; constituents will notice that our technicians are proactive and will quickly realize that we will not “leave” graffiti for later, assuring them that all graffiti will be abated; and finally, by cleaning the entire area, it shows the taggers that their work will not remain for long. The 360 degree approach is similarly used on all abatements that are found via regular survey work. When responding to a request, our crews know that more times than not the reported graffiti is only one of a handful of nearby tags. By employing this 360 degree approach, our crews are sure to remove all graffiti, not just those that are reported.

### **REMOVAL TECHNIQUES**

One of the important aspects of any graffiti program is having the knowledge and the right equipment and experience to tackle the problem. Having removed graffiti for public sector clients for over 30 years, we have more experience than anyone else in the business. Our technicians have experience removing every type of graffiti from every type of surface, and when new products come to the marketplace, GCS will test these products against what we are currently using to see if work can be done better,

faster, and more effectively with these new products. To that end, GCS 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 waster blasting. We do not use sand blasting <b><u>UNLESS</u></b> it is absolutely necessary

When painting over dark graffiti tags, our technicians will use a primer (KILZ brand) first and then will proceed with their paint-out. This prevents “ghosting” and will create the appearance of wall that shows no sign of previous graffiti. Our technicians are all equipped with airless paint sprayers and have been taught how to feather paint on to the surface to create a natural look. GCS doesn’t cover graffiti by painting out in blocks. We paint from reveal to reveal or along natural breaks in the underlying surface. Though graffiti always looks bad, when contractors paint out in mismatched blocks, the result is not in keeping with our high standards. In fact, GCS has on multiple occasions been asked to correct other contractors’ substandard work in areas where we do not have contracts because our reputation for providing exceptional service is well known in the industry.

Our technicians all carry multiple types of nozzle tips for the pressure washing wands because removing graffiti from a sidewalk requires a different tip than does removing graffiti from a tree. Smaller tip openings are more effective on hard substrates, while it

is necessary to use a wide tip nozzle on a tree, as to prevent damage to the bark. Because different locations and substrates require different techniques, all vehicles and technicians are outfitted with multiple hoses with quick connections (both pressure washing and paint sprayers), different type and size paint brushes and rollers, extension poles for rollers and sprayers, ladders and/or step stools, 1, 2, and 5 gallon buckets, and various scrubbers and rags. Further, windows or other glass features are squeegeed with water or glass cleaner after removals are completed. In all removals, our technicians will use the proper technique and product to create a surface that appears as if graffiti was never there.

### **BEST MANAGEMENT PRACTICES**

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, as well as the Los Angeles County Best Management Practices manual (BMP's). When required, 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 areas where there are not only pedestrians, but vehicles and cyclists as well.

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. Sand, 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. 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 any 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.

Graffiti Control Systems has always practiced and subscribed to the applicable BMP's for all municipal work we have undertaken. Whether it is securing a working area with cones so passersby will not inadvertently enter a work zone, or doing preventative maintenance on all our vehicles and equipment, Graffiti Control Systems know that when best management practices are followed rigorously, work is done in a safer and more efficient and effective manner.

These are the same methods and operational standards that we have utilized during the many years of maintaining many areas of the County graffiti free.

### **WORK ORDER DOCUMENTATION**

All work orders and requests for service, whether they are emailed, sent through GARS, or called into our office through our 800 line, are imputed by our office support staff. Job orders are written up, entered into our proprietary database, and tracked through the entire process until completion. In addition to standard work order documentation, LA County currently requires the use of TAGRS in many of its contacts. Graffiti Control Systems has years of experience working with TAGRS. In fact, GCS was the first private contractor to use and beta test TAGRS, and we still work very closely with the developer to make suggestions related to its applications, user options, and data storage. 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.

As stated in Section 5, Experience, Graffiti Control Systems has developed its own graffiti reporting application called Write On, Right Off™. This application is extremely user-friendly, and was created by keeping in mind all of the input that our technicians, supervisors, and management provided to the developer, based on what each of their roles are in the graffiti removal process—in the field removal, quality control, reporting capability. Unlike other proprietary applications, our application can be fully integrated with TAGRS, whereby data can be exported to the TAGRS database, though we

believe that Write On, Right Off™ can be extremely successful as a stand-alone product.

### **SURVEY & WORK PERFORMANCE**

All crews will drive through their assigned area(s) daily to assess the status and log all new incidents of graffiti and abate those incidents as they come across them. Most of the anticipated work shall be carried out between the hours of 7:00 am and 3:30 pm. When necessary the Crew Supervisor will initiate contact by securing signatures from property owners on Release and Consent forms, allowing us legal access.

### **EMERGENCY / CONTINGENCY PLAN**

Graffiti Control Systems with a staff of over 140 employees, is always able to fill in or add additional manpower to any crew in the event of an emergency or just a simple employee vacation. Nearly 60% of our employees are cross-trained just for these occurrences. We believe when a municipality is paying to have work performed, that work must be performed 100% of the time. Illnesses, vacations, emergencies and other events happen; we are always able to fulfill the commitment required by the municipality based on our training philosophy and work ethic. Should the County require additional manpower we can supply that manpower within 24 hours.

Upon award of any resultant contract, all County staff will be provided with cell phone numbers and email addresses for the supervisors and other key staff and management.

### **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 records are examined for any noticeable failings. Once the preliminary administrative work is completed, the employee is issued a company ID card, uniforms, gloves, safety goggles, hard hat,

safety vest, rubber boots, Employee Handbook, several guides to equipment and procedures, and company mobile phones. 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 eight 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) Color matching techniques
- 6) Use of chemicals, reading an MSDS, emergency procedures and BMPs
- 7) Public relations, expected behavior, image and dealing with the public
- 8) Ride along with supervisor and lead technician

The training process, both in the office with a veteran supervisor and out in the field, takes two to four weeks, before a new hire is allowed to work solo, but still supervised.

## **CONCLUSION**

In summary, Graffiti Control Systems is the best choice for any resultant contract from this RFSQ:

- Nearly 40 years in business
- Web and mobile application that can integrate directly with TAGRS
- Graffiti reports and before and after photos available via our application, that can be customized to the County’s needs and viewed in real time on smart phone or desktop
- Skilled crews with years of experience of on-site color matching
- History of providing immediate response to emergency requests
- Have provided services for no additional charges that were not required by the contract at the request of County officials
- Active ownership and management in all aspects of the business from bid process to field work



- Has always exceeded workload estimates by being proactive and not just remove graffiti based on “requests”
- No better indicator of future success than by looking at our history

## **7. QUALITY ASSURANCE PROGRAM**

Quality control is essential to any successful graffiti removal services program. Graffiti Control Systems has always self-monitored its employees and their work product. A business is only as good as its reputation, and ours has been sterling for years because we take the time to monitor our employees and, when necessary, make corrections and improvements to individual work and to company-wide techniques and methods. Below, we will describe in detail how our quality assurance program works.

### **7a) QUALITY CONTROL POLICIES & PROCEDURES**

Quality Control is one of the most important aspects to any successful company---and it is no different for our firm. From the initial training of all employees, the technicians are reminded that it is the quality and not the quantity of work performed that sets us apart from our competition. Both the Owner and General Manager of the company take active roles in quality control as well as the immediate supervisors to protect the status and reputation that our firm has earned over the last 39 years. This feedback is imperative because it helps us weed out the below par technicians as well as promote and reward the superior technicians. 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 trash and grime along the sidewalks and alleys and the graffiti in the neighborhood as well, to see that their businesses are not disrupted. 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 public agency. All vehicles carry first aid kits, fire extinguishers, MSDS sheets, and BMP protocols for the services we will be performing.

Employees are provided with uniforms by Cintas, which are serviced weekly, allowing our crews to have a clean and neat appearance, and they are additionally provided with all necessary and required safety gear for their protection. In addition, every employee, when hired, is photographed and given an employee ID that they must carry with them at all times while working.

Should Graffiti Control Systems receive a complaint from a constituent or from the County, it shall be addressed immediately. First, a supervisor will speak to all interested parties to ascertain what transpired, and, if necessary, will work to immediately rectify any situation that needs to be corrected. We will listen intently to the complaint and if fault lies with us, we will then instruct our technician on how to prevent this issue from happening in the future. Our crews have weekly tailgate meetings led by supervisors and management where we speak about the issue in which we received a complaint, in addition to our regular safety topics and work plans, and try to find better solutions to avoid encountering these problems in the future. Further, we discuss these in our monthly management debriefings and share our ideas with all of the company's supervisors enabling the company to come to a consensus about how to best proceed and how to best improve. We look at minor mistakes as opportunities to improve our work quality. If something major or significant occurs, Graffiti Control Systems will take all appropriate disciplinary steps with regard to the offending employee.

#### **7b) INSPECTION FUNDAMENTALS**

Several forms have been created over the years that help track any problems, issues or concerns (either by technician, supervisor, constituent or contract administrator) that helps us with the feedback that is needed to improve and move forward to stay a leader in the industry (see these in the "Additional Information" section). Our normal Quality Control formula is to spend approximately 1 hour per week per each technician out in the field. This does not include the time spent by the senior supervisor or the on-site supervisor in their regularly scheduled duties (i.e., overseeing the day-to-day operations and work flow). Enrique Lopez, Senior Regional Supervisor, will typically survey the contracted areas once per week to assess the quality and thoroughness of the work

being done in the channels. However, his schedule is flexible to insure that he can attend to any concerns that may arise.

In addition to the scheduled inspections made by the supervisors, the quality control supervisors and management will make unannounced, random site visits. We want to see how our crews are working when they don't think anyone is watching them. These random visits provide our firm with additional eyes on our work product and have given us much needed information which we use to constantly update our protocols in the field.

### **7c) DOCUMENTATION**

All work orders and requests for service, whether they are emailed, sent through the County's online referral system, or called into our office through our 800 line, are imputed by our office support staff. Job orders are written up, entered into our proprietary database, and tracked through the entire process until completion. Graffiti Control Systems 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.

In addition to the "honor" system, Graffiti Control Systems has supervisors out in the field seven days per week. These supervisors report to Memo Acosta, our firm wide Field Quality Supervisor. Memo Acosta has worked on various crews during his 14+ year tenure with the firm, and knows how to perform all tasks in which the firm contracts, including the graffiti removal services that are provided under this RFSQ. By having supervisors out surveying in the field, Graffiti Control Systems can verify that

staff technicians are on the job, doing what they are contracted to do and it also 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 in dash InfoTrak GPS which allow us to monitor the exact location of any of our fleet at any time. All quality control reports, work orders, and requests are kept in a file in the office for easy access for County employees to inspect. Further, files are stored in the cloud for safekeeping.

## **8. SUBCONTRACTORS**

In the performance of the work as outlined throughout this RFSQ, Graffiti Control Systems will use no subcontractors.

## **9. FINANCIAL RESOURCES**

Following pages contain the financial information **[PLEASE DO NOT COPY OR RELEASE]**

Woods Maintenance Services Inc., dba Graffiti Control Systems, wants to make sure the County is aware that in addition to providing the 3 most recent years' financial statements that were compiled and reviewed by a licensed CPA and being in business continuously for nearly 40 years, we have had our employees who work on County Living Wage contracts interviewed by County officials for over 15 years, whereby they confirm via production of their pay stub that we abide by the Living Wage Ordinance and pay our employees not less than the required rate. We have always paid this rate or higher and have never been cited by the County for any violation of this ordinance.

## 10. LICENSES AND CERTIFICATIONS





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 B C61/D31  
HAZ C61/D63 C61/D49 C27**

Expiration Date **10/31/2015** [www.cslb.ca.gov](http://www.cslb.ca.gov)





## Public Works Contractor Registration Search

This is a listing of current and active contractor registrations pursuant to Division 2, Part 7, Chapter 1(commencing with section 1720) of the California Labor Code.

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Number:           ie. 1234567890

Contractor Legal Name:       ie. ABC COMPANY

[Contractor License Lookup](#)

License Number:               741322

### Public Works Contractor Registration Web Search Results

One Registered Contractor found. 1

Legal Name	Registration Number	License Type/Number(s)	Registration Date	Expiration Date
WOODS MAINTENANCE SERVICES, INC.	1000003177	CSLB:745689 CSLB:741322	11/25/2014	06/30/2015

Export as [Excel](#) | [PDF](#)

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Legal Name	Registration Number	License Type/Number(s)	Registration Date	Expiration Date
WOODS MAINTENANCE SERVICES, INC	1000063177	CSLB 745689 CSLB 741322	11/25/2014	05/30/2015

## **11. INSURANCE**

Following pages contain samples of our current insurance coverages.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/25/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Insurance Services of CA, Inc. 2401 E. Katella Ave. Suite 550 Anaheim CA 92806	CONTACT NAME: Kristin Grissom	
	PHONE (A/C, No, Ext): (714) 221-1841	FAX (A/C, No): (714) 221-4196
	E-MAIL ADDRESS: kgrissom@bbsocal.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: California Insurance Company	38865
INSURED Woods Maintenance Services, Inc.; Graffiti Control Systems; Hydro Pressure Systems 7260 Atoll Ave. North Hollywood CA 91605	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL1482514544 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X WC STATU-TORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	730059610104	9/1/2014	9/1/2015	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: CONTRACT #76408, 75679, 76606, 76605, 76597, 75931 AND 77021.

WC BLANKET WAIVER OF SUBROGATION APPLIES PER ENDT WC 01 03 03 ATTACHED.

## CERTIFICATE HOLDER

## CANCELLATION

COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC WORKS  
900 S. FREMONT AVENUE  
9TH FLOOR  
ALHAMBRA, CA 91803

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Camilo Sharpe/KGRISS



## COMMENTS/REMARKS

Florence Area Enhanced Maintenance Service (Contract No. 77701)  
Trash-Free Channel Services € South Area (Contract No. 003130)  
Trash-Free Channel Services € East Maintenance Area (Contract No. 001828)  
Trash-Free Channel Services € West Maintenance Area (Contract No. 001829)  
Whittier Boulevard Enhanced Maintenance Service (Contract No. 77311) Trash Free Channel  
Services East & West Areas (RFP# 2012-AN034)  
Whittier Sidewalk Enhancement Project (2013-PA017)  
Zero Tolerance Graffiti Abatement Services Zone 2A (Contract #77605)  
Zero Tolerance Graffiti Abatement Services Zone 3A (Contract #77606)  
Zero Tolerance Graffiti Abatement Services Zone 1C (Contract #76597)  
Zero Tolerance Graffiti Abatement Services Zone 5B (Contract #77021)  
Graffiti Removal at West Area Flood Control Facilities (Contract #76408)

**Additional Named Insureds**

Other Named Insureds

Graffiti Control Systems; Hydro Pressure Systems

Doing Business As



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Additional Insured Person(s)  
Or Organization(s):**

Any person or organization with whom you have agreed in a written contract, written agreement, or permit to include as an additional insured.

**Location(s) Of Covered Operations**

"Your work" performed for the additional insured during this policy period.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CALIFORNIA CHANGES - CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
 COMMERCIAL AUTOMOBILE COVERAGE PART  
 COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 COMMERCIAL INLAND MARINE COVERAGE PART  
 COMMERCIAL PROPERTY COVERAGE PART  
 CRIME AND FIDELITY COVERAGE PART  
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
 EQUIPMENT BREAKDOWN COVERAGE PART  
 FARM COVERAGE PART  
 LIQUOR LIABILITY COVERAGE PART  
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
 POLLUTION LIABILITY COVERAGE PART  
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A. Paragraphs 2., 3. and 5. of the Cancellation Common Policy Condition are replaced by the following:**
- 2. All Policies In Effect For 60 Days Or Less:**  
 If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:
- a. 10 days before the effective date of cancellation if we cancel for:
    - (1) Nonpayment of premium; or
    - (2) Discovery of fraud by:
      - (a) Any insured or his or her representative in obtaining this insurance; or
      - (b) You or your representative in pursuing a claim under this policy.
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
- 3. All Policies In Effect For More Than 60 Days**
- a. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:
    - (1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.
    - (2) Discovery of fraud or material misrepresentation by:
      - (a) Any insured or his or her representative in obtaining this insurance; or
      - (b) You or your representative in pursuing a claim under this policy.
    - (3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.

- (4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.
  - (5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.
  - (6) A determination by the Commissioner of Insurance that the:
    - (a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or
    - (b) Continuation of the policy coverage would:
      - (i) Place us in violation of California law or the laws of the state where we are domiciled; or
      - (ii) Threaten our solvency.
  - (7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.
- b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:
- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud; or
  - (2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph 3. a.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. The refund, if any, will be computed on a pro rata basis. However, the refund may be less than pro rata if we made a loan to you for the purpose of payment of premiums for this policy.

The cancellation will be effective even if we have not made or offered a refund.

B. The following provision is added to the **Cancellation** Common Policy Condition:

**7. Residential Property**

This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

Farm Coverage Part - Farm Property - Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

- a. If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except as provided in b. and c. below.
- b. We may not cancel this policy solely because the first Named Insured has:
  - (1) Accepted an offer of earthquake coverage; or
  - (2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, we shall cancel this policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.

- c. We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This restriction (c.) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:
  - (1) Commercial Property Coverage Part - Causes Of Loss - Special Form; or
  - (2) Farm Coverage Part - Causes of Loss Form - Farm Property, Paragraph D. Covered Causes of Loss - Special.

- C. The following is added and supersedes any provisions to the contrary:

**Nonrenewal**

1. Subject to the provisions of Paragraphs **C.2.** and **C.3.** below, if we elect not to renew this policy, we will mail or deliver written notice, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

**2. Residential Property**

This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

Farm Coverage Part - Farm Property - Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form.

- a. We may elect not to renew such coverage for any reason, except as provided in **b.**, **c.** and **d.** below.
- b. We will not refuse to renew such coverage solely because the first Named Insured has accepted an offer of earthquake coverage.

However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:

- (1) The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;

- (2) The Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or

- (3) We have:

- (a) Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or
- (b) Experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; and

the Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.

- c. We will not refuse to renew such coverage solely because the first Named Insured has cancelled or did not renew a policy, issued by the California Earthquake Authority, that included an earthquake policy premium surcharge.
- d. We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This restriction (**d.**) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:
- (1) Commercial Property Coverage Part - Causes Of Loss - Special Form; or
- (2) Farm Coverage Part - Causes Of Loss Form - Farm Property, Paragraph **D.** Covered Causes Of Loss - Special.
3. We are not required to send notice of nonrenewal in the following situations:
- a. If the transfer or renewal of a policy, without any changes in terms, conditions or rates, is between us and a member of our insurance group.

- b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph **C.1**.
- c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
- d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.
- e. If the first Named Insured requests a change in the terms or conditions of risks covered by the policy within 60 days of the end of the policy period.
- f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph **C.1**., to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.

## 12. 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 4<sup>th</sup> 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. All employees are required to use their individual weekly time sheets for "clocking in and out" as well as account for their daily lunch break. At the end of each day the employee must initial each day's time record.

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 daily 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 these daily 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.

Additionally, the daily log sheet states the start, stop, break and lunch periods and is verified daily by the supervisor in charge and is signed off by the employee. This ensures that all employees take their mandatory breaks and lunch periods. This information is then entered into an Excel spreadsheet for transmittal to ADP which provides our payroll checks on a weekly basis. For those few employees that may have different wage classifications, this is also verified daily by the supervisor and entered into the spreadsheet for ADP’s calculations.

ADP has provided our payroll for the past 14 years without any incident. We have recently retained an employment law firm to help revise our Employee Handbook to make sure we are 100% in compliance with all new rules, laws and regulations, and have updated the way in which employees account for their time. Since our employees work out in the field every day, and there is no time clock for them to punch in and out for lunch and breaks, we have adopted the daily time log for this purpose. This log will show and state that each employee is taking their required breaks and lunch and if there are any issues, they are noted immediately and handled that day when the employee turns in his time log. Though we have found this administrative task to be a little more onerous, with the complexities of California labor laws and regulations, this process protects both the employee and employer with respect to time worked and required breaks taken.

# Daily Log and Work Report/ Registro Diario e Informe de Trabajo

Employee Name/Nombre del Empleado:

Assigned Crew/Grupo asignado:

Dates/Fechas:

**DECEMBER 3, 2012 THRU DECEMBER 9, 2012**

Job Site/Lugar de trabajo:

DAY/ DÍA	DATE/ FECHA	TIME IN/ HORARIO DE ENTRADA	TIME OUT/ HORARIO DE SALIDA	TIME IN/ HORARIO DE ENTRADA	TIME OUT/ HORARIO DE SALIDA	LUNCH/ ALMUERZO (Yes/No)/ (Sí/No)	EMPLOYEE SIGNATURE/ FIRMA DEL EMPLEADO
Monday/ Lunes	12/3	6:00	11:00	11:30	2:30	YES	MA
Tuesday/ Martes	12/4	6:00	11:00	11:30	2:30	YES	MA
Wednesday/ Miércoles	12/5	6:00	11:00	11:30	2:30	YES	MA
Thursday/ Jueves	12/6	6:00	11:00	11:30	2:30	YES	MA
Friday/ Viernes	12/7	6:00	11:00	11:30	2:30	YES	MA
Saturday/ Sábado							
Sunday/ Domingo							

## Certification for Above Signatures / Certificación de las Anteriores Firmas

I have reviewed this time sheet and certify that I am aware of Woods Maintenance Services, Inc.'s ("WMS") policies and procedures regarding keeping track of all of my hours worked and its policies regarding overtime, meal periods and rest breaks. I certify that I have complied with these policies. I have been provided all required meal periods and been authorized and permitted to take all rest breaks to which I may be entitled. The time reflected on this time sheet accurately reflects all of the hours worked for the indicated date, including overtime. To the extent that there are any inaccuracies in this time record, or I was not permitted to take all of the meal periods or rest breaks to which I may be entitled, I have noted any such discrepancies on this time sheet.

I further understand that failing to accurately record my time, including overtime worked, on this time sheet shall constitute a violation of company policy which may lead to discipline up to and including termination.

He revisado esta planilla de horario y certifico que estoy al tanto de las políticas y procedimientos de Woods Maintenance Services, Inc (en adelante, "WMS") con respecto al registro de todas mis horas trabajadas y sus políticas sobre las horas extra, los periodos de comida y los periodos de descanso. Certifico que he cumplido con estas políticas. Me han suministrado todos los periodos de comida requeridos y he sido autorizado y se me ha permitido tomar todos los periodos de descanso a los que puedo tener derecho. El horario reflejado en esta planilla de horarios refleja de manera precisa todas las horas trabajadas para la fecha indicada, incluyendo las horas extra. Hasta el punto que exista cualquier imprecisión en este registro de horarios, o que no se me permita tomar todos los periodos de comida o descanso a los que pueda tener derecho, he anotado cualquier discrepancia en esta planilla de horarios.

Además, comprendo que si no registro mi horario de manera precisa, incluyendo las horas extra trabajadas, en esta planilla de horarios ellos constituirá una violación de la política de la compañía que puede derivar en una medida disciplinaria que incluya el despido.



CO FILE DEPT. CLOCK NUMBER 070  
000193 900800 0036345883 1

# Earnings Statement



HYDRO PRESSURE SYSTEMS  
GRAFFITI CONTROL SYSTEMS  
7260 ATOLL AVENUE  
NORTH HOLLYWOOD, CA 91605

Period Beginning: [REDACTED]  
Period Ending: [REDACTED]  
Pay Date: [REDACTED]

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
<b>Gross Pay</b>			<b>\$473.60</b>	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
<b>Other</b>			
Gas			-260.00
<b>Adjustment</b>			
Gas		+20.00	
<b>Net Pay</b>		<b>\$400.86</b>	

Your federal taxable wages this period are \$473.60

CO. FILE DEPT. CLOCK VCHR. NO. 070  
000297 547400 0000020023 1

# Earnings Statement



HYDRO PRESSURE SYSTEMS  
GRAFFITI CONTROL SYSTEMS  
7260 ATOLL AVENUE  
NORTH HOLLYWOOD, CA 91605

Period Beginning: [REDACTED]  
Period Ending: [REDACTED]  
Pay Date: [REDACTED]

Taxable Marital Status: Married  
Exemptions/Allowances:  
Federal: 3  
CA: 3

Social Security Number: XXX-XX-3315

Earnings	rate	hours	this period	year to date
Regular	12.5000	40.00	500.00	1,000.00
<b>Gross Pay</b>			<b>\$500.00</b>	<b>1,000.00</b>

Deductions	Statutory		
Federal Income Tax		-13.46	26.92
Social Security Tax		-21.00	42.00
Medicare Tax		-7.25	14.50
CA SUI/SDI Tax		-6.00	12.00
<b>Other</b>			
Checking		-452.29	904.58
<b>Net Pay</b>		<b>\$0.00</b>	

Your federal taxable wages this period are \$500.00

© 1998 ADP, Inc.

VERIFY DOCUMENT AUTHENTICITY - COLORED AREA MUST CHANGE IN TONE GRADUALLY AND EVENLY FROM DARK AT TOP TO LIGHTER AT BOTTOM

HYDRO PRESSURE SYSTEMS  
GRAFFITI CONTROL SYSTEMS  
7260 ATOLL AVENUE  
NORTH HOLLYWOOD, CA 91605

Advice number: 00000020023  
Pay date: [REDACTED]

Deposited to the account of [REDACTED] account number xxxxxx2600 transit ABA xxxx xxxx amount \$452.29

**THIS IS NOT A CHECK**

**NON-NEGOTIABLE**

HOURS			EARNINGS				GROSS	STATUTORY DEDUCTIONS		VOLUNTARY DEDUCTIONS	NET PAY	
Reg	O/t	Hours 3&4	Reg	O/t	Earnings 3&4	Earnings 5		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	<input type="checkbox"/>
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	<input type="checkbox"/>
35.00					332.50		332.50	15.44 FIT 20.61 SS 4.82 MED	.56 CA 1.99 CA SUI/DI		36345885	<input type="checkbox"/>
40.00					440.00		440.00	2.46 FIT 27.28 SS 6.38 MED	2.64 CA SUI/DI		36345886	<input type="checkbox"/>
36.00					426.24		426.24	39.31 FIT 26.43 SS 6.18 MED	5.36 CA 2.56 CA SUI/DI		36345887	<input type="checkbox"/>
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	<input type="checkbox"/>
36.00					426.24		426.24	1.09 FIT 26.43 SS 6.18 MED	2.55 CA SUI/DI		36345888	<input type="checkbox"/>
36.00					426.24		426.24	1.09 FIT 26.43 SS 6.18 MED	2.56 CA SUI/DI		36345889	<input type="checkbox"/>
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	<input type="checkbox"/>
											2,678.58	

ANALYSIS: 29.43 25 CA  
20.91 25 CA SUI/DI

Roll Register

**WOODS MAINTENANCE**

Company Code: [REDACTED]

Batch 0565-070 Period Ending [REDACTED] Week 41

Pay Date [REDACTED] Page 14

## **13. FORMS LISTS**

All PW and LW Forms are included in the following pages.

**TABLE OF FORMS  
(LIVING WAGE CONTRACT)**

PW-1	VERIFICATION OF STATEMENT OF QUALIFICATIONS
PW-2	SCHEDULE OF PRICES (SAMPLE)
PW-3	COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXCEPTION AND CERTIFICATION FORM
PW-4	CONTRACTOR'S INDUSTRIAL SAFETY RECORD
PW-5	CONFLICT OF INTEREST CERTIFICATION
PW-6	PROPOSER'S REFERENCE LIST
PW-7	PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
PW-8	LIST OF SUBCONTRACTORS
PW-9	REQUEST FOR LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM CONSIDERATION AND CBE FIRM/ORGANIZATION INFORMATION FORM
PW-10	GAIN AND GROW EMPLOYMENT COMMITMENT
PW-11	TRANSMITTAL FORM TO REQUEST AN RFSQ SOLICITATION REQUIREMENTS REVIEW (Submit only if requesting a review.)
PW-12	CHARITABLE CONTRIBUTIONS CERTIFICATION
PW-13	TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION
PW-14	PROPOSER'S LIST OF TERMINATED CONTRACTS
PW-15	PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS
PW-16	PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION
PW-17	CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM
PW-18	REQUEST FOR DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM CONSIDERATION FORM
PW-19	PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFSQ

**LIVING WAGE PROGRAM**

LW-1	LOS ANGELES COUNTY CODE CHAPTER 2.201 - LIVING WAGE PROGRAM
LW-2	LIVING WAGE ORDINANCE - APPLICATION FOR EXEMPTION (If requesting exemption, submit at least seven days before due date for Statement of Qualifications.)
LW-3	CONTRACTOR LIVING WAGE DECLARATION
LW-4	LIVING WAGE ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE

- LW-5 LABOR/PAYROLL/DEBARMENT HISTORY
- LW-6 GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS
- LW-7 PROPOSER'S MEDICAL PLAN COVERAGE
- LW-8 PROPOSER'S STAFFING PLAN AND COST METHODOLOGY (SAMPLE)
- LW-9 WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS

**ATTACHMENTS**

1. COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS
2. DEBARRED VENDORS REPORT
3. COUNTY OF LOS ANGELES LOBBYIST ORDINANCE

VERIFICATION OF STATEMENT OF QUALIFICATIONS

DATE: March 18, 2015

THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:

1. This Declaration is given in support of a Proposal for a Contract with The County Of Los Angeles. The Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the Proposal may be rejected at the Director's sole judgment and his/her judgment shall be final.

2. Name of Service: Graffiti Removal Services

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). Yes

5. My Title, Capacity, Or Relationship to the Proposer(s) is: President

PROPOSER INFORMATION

6. Proposer's full legal name: Woods Maintenance Services, Inc. Telephone No.: 818-764-2515

Physical Address (NO P.O. BOX): 7260 Atoll Avenue, North Hollywood, CA 91605 Mobile No.: 818-339-5540

e-mail: request@graffiticontrol.com Fax No.: 818-764-2516

County WebVen No.: 05696501 IRS No.: 95-4643637 Business License No.: 490196-96

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: California Year(s) became DBA: 1975 / 1991

8. The Proposer's form of business entity is (CHECK ONLY ONE):

Sole proprietor Name of Proprietor:

A corporation: Corporation's principal place of business: 7260 Atoll Avenue, North Hollywood, CA 91605

State of incorporation: California Year incorporated: 1997

Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts President/CEO: Secretary:

A general partnership: Names of partners:

A limited partnership: Name of general partner:

A joint venture of: Names of joint venturers:

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 Avenue	City North Hollywood	State California	Zip 91605
Name(s) Diane W. Woods	Title Secretary	Phone 818-764-2515	Fax 818-764-2516
Street 7260 Atoll Avenue	City North Hollywood	State California	Zip 91605

10. Is your firm wholly or majority owned by, or a subsidiary of another firm?  No  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?  No  Yes If yes, please list the other name(s):  
Name(s): Graffiti Control Systems Year of name change: 1975  
Name(s): Hydro Pressure Systems Year of name change: 1991

12. Is your firm involved in any pending acquisition or merger?  No  Yes

If yes, indicate the associated company's name: \_\_\_\_\_

13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final.

14. I am making these representations and all representation contained in this proposal based on information that they are true and correct to the best of my information and belief.

I declare under penalty of perjury under the laws of California that the above information is true and correct.

Signature of Proposer or Authorized Agent: Barry K. Woods Date: March 18, 2015

Type name and title: Barry K. Woods - President

**SCHEDULE OF PRICES  
FOR  
GRAFFITI REMOVAL SERVICES  
(2015-SQPA002)**

The undersigned Proposer offers to perform the work described in the Statement of Qualifications (RFSQ) for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFSQ. 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	UNIT	UNIT PRICE	ESTIMATED NUMBER OF UNITS	ANNUAL PRICE (Unit Price X Estimated Number of Units)
Graffiti Removal Services (Exhibit A, Scope of Work)	Month	\$ _____	12	\$ _____
<b>TOTAL ANNUAL PROPOSED PRICE =</b>				<b>\$ _____</b>

LEGAL NAME OF PROPOSER		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL		
TITLE OF AUTHORIZED PERSON		
DATE	STATE CONTRACTOR'S LICENSE NUMBER	LICENSE TYPE
PROPOSER'S ADDRESS:		
PHONE	FACSIMILE	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: Woods Maintenance Services, Inc.		
Company Address: 7260 Atoll Avenue		
City: North Hollywood	State: CA	Zip Code: 91605
Telephone Number: 818-764-2515		
(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: March 18, 2015

**CONTRACTOR'S INDUSTRIAL SAFETY RECORD**

PROPOSED CONTRACT FOR: Graffiti Removal Services  
 SERVICE BY PROPOSER Woods Maintenance Services, Inc. dba Graffiti Control Systems  
 PROPOSAL DATE: N/A

This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture, or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate, or individual proposer. The proposer may attach any additional information or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	2009	2010	2011	2012	2013	Total	Current Year to Date
1. Number of contracts.	63	62	61	62	63	312	63
2. Total dollar amount of Contracts (in thousands of dollars).	5.4	5.5	5.1	5.5	7.4	28.9	7.4
3. Number of fatalities.	0	0	0	0	0	0	0
4. Number of lost workday cases.	1	0	0	0	0	1	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	1	0	0	0	0	1	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

March 18, 2015  
 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, Inc.  
Name of proposer

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

**Contracts Prohibited.** A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the County or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
  - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
  - (b) Participated in any way in developing the contract of its service specifications; and
4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of the Los Angeles County Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed Barry K. WoodsDate March 18, 2015

**PROPOSER'S REFERENCE LIST**

**PROPOSER NAME:** Woods Maintenance Services, Inc.

**PROPOSED CONTRACT FOR:** Graffiti Removal Services

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names, telephone and fax numbers, and e-mail addresses before listing. Incorrect names, telephone and/or fax numbers, or e-mail addresses will be disregarded. Use additional pages if required.

**A. COUNTY OF LOS ANGELES AGENCIES**

**All contracts with the County during the previous three years must be listed.**

SERVICE: Graffiti Abatement	SERVICE DATES: 2005-Current
DEPT/DISTRICT: Public Works	
CONTACT: Ari DeChellis	
TELEPHONE: 626-458-4062	
FAX: 626-979-5445	
E-MAIL: ADECHELLIS@dpw.lacounty.gov	

SERVICE: Graffiti Abatement	SERVICE DATES: 2008-Current
DEPT/DISTRICT: Public Works	
CONTACT: Ari DeChellis	
TELEPHONE: 626-458-4062	
FAX: 626-979-5445	
E-MAIL: ADECHELLIS@dpw.lacounty.gov	

SERVICE: Sidewalk Cleaning	SERVICE DATES: 2003-Current
DEPT/DISTRICT: Road/Street Maintenance	
CONTACT: Ricardo Gordillo	
TELEPHONE: 562-869-1176	
FAX: 562-862-3718	
E-MAIL: rgordill@dpw.lacounty.gov	

SERVICE: Channel Cleaning	SERVICE DATES: 2008-Current
DEPT/DISTRICT: Public Works	
CONTACT: Rick Edwards	
TELEPHONE: 626-445-7630	
FAX: 626-445-5497	
E-MAIL: redwards@dpw.lacounty.gov	

**B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES**

SERVICE: Graffiti Abatement	SERVICE DATES: 1997-Current
AGENCY/FIRM: LA County METRO	
ADDRESS: 470 Bauchet St. Los Angeles, CA 90012	
CONTACT: Lena Babayan	
TELEPHONE: 213-922-6765	
FAX: 213-922-5168	
E-MAIL: babayanl@metro.net	

SERVICE: Graffiti Abatement	SERVICE DATES: 1993-Current
AGENCY/FIRM: City of Tustin	
ADDRESS: 300 Centennial Way, Tustin, CA 92780	
CONTACT: George Wiesinger	
TELEPHONE: 714-573-3135	
FAX: 714-573-3129	
E-MAIL: gwiesinger@tustinca.org	

SERVICE: Graffiti Abatement	SERVICE DATES: 1993-Current
AGENCY/FIRM: City of Diamond Bar	
ADDRESS: 21810 Copley Drive, Diamond Bar	
CONTACT: Stella Marquez	
TELEPHONE: 909-839-7030	
FAX: 909-861-3117	
E-MAIL: Stella.Marquez@ci.diamond-bar.ca.us	


SERVICE: Graffiti Abatement	SERVICE DATES: 2006-Current
AGENCY/FIRM: City of Santa Monica	
ADDRESS: 2500 Michigan Ave, SM 90404	
CONTACT: Rick Raygosa	
TELEPHONE: 310-458-8519	
FAX: 310-998-3290	
E-MAIL: rick.raygosa@smgov.net	

**PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

Proposer's Name	Woods Maintenance Services, Inc. dba Graffiti Control Systems
Address	7260 Atoll Avenue, North Hollywood, CA 91605
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, Inc.		
Authorized representative	Barry K. Woods		
Signature		Date	March 18, 2015



**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, Inc.

My County (WebVen) Vendor Number: 05696501

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

As Local SBE certified by the County of Los Angeles Internal Services Department, I request this proposal/bid be considered for the Local SBE Preference.

Attached is a copy of Local SBE certification issued by the County.

**II. FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:  Sole Proprietorship  Partnership  Corporation  Nonprofit  Franchise

Other (Please Specify):

Total Number of Employees (including owners): 135

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American					3	
Hispanic/Latino			29	5	86	6
Asian or Pacific Islander						
American Indian					1	
Filipino						
White	1	1	2	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: March 18, 2015

GAIN and GROW EMPLOYMENT COMMITMENT

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov).

**Proposers unable to meet this requirement shall not be considered for contract award.**

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

\_\_\_\_\_ YES (subject to verification by County) \_\_\_\_\_ NO

B. Proposer is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

X  YES \_\_\_\_\_ NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

\_\_\_\_\_ YES \_\_\_\_\_ NO \_\_\_\_\_ N/A (Program not available)

Signature <i>Benny K. Woods</i>	Title President
Firm Name Woods Maintenance Services, Inc.	Date March 18, 2015



## TRANSMITTAL FORM TO REQUEST AN RFSQ SOLICITATION REQUIREMENTS REVIEW

*A Solicitation Requirements Review must be received by the County  
within ten business days of issuance of the solicitation document*

Proposer Name:	Date of Request:
Project Title: <span style="font-size: 1.5em; font-weight: bold; margin-left: 100px;">N/A</span>	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 **ten 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.)*

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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, Inc.

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 or Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.	( X )	( )

OR	YES	NO
Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.	( )	( )

Barry K. Woods  
Signature

March 18, 2015  
Date

Barry K. Woods - President  
Name and Title (please type or print)

## TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION


COMPANY NAME: Woods Maintenance Services, Inc.		
COMPANY ADDRESS: 7260 Atoll Avenue		
CITY: North Hollywood	STATE: CA	ZIP CODE: 91605

I am not requesting consideration under the County's Transitional Job Opportunities Preference Program.

**I hereby certify that I meet all the requirements for this program:**

- My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for three years (*attach IRS Determination Letter*);
- I have submitted my three most recent annual tax returns with my application;
- I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants, and any other information requested by the contracting department.

**I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.**

PRINT NAME: Barry K. Woods	TITLE: President
SIGNATURE: 	DATE: March 18, 2015

**REVIEWED BY COUNTY:**

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

PROPOSER'S LIST OF TERMINATED CONTRACTS

PROPOSER'S NAME: Woods Maintenance Services, Inc.

Proposer has not had any contracts terminated in the past three years.

Proposer must list all contracts that have been terminated within the past three years. Terminated contracts are those contracts terminated by an agency or firm before the contract's expiration date. If a contract(s) was terminated, please attach an explanation on a separate sheet, whether the termination was at the fault of the Proposer or not. Any and all terminated contracts should be accompanied with an explanation. It should be noted that contracts that naturally expired need not be listed. The County is only seeking information on contracts that were terminated prior to expiration.

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SIGNATURE Benny K. Woods

DATE: March 18, 2015

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: Woods Maintenance Services, Inc.

Proposer and/or principals are **not** currently involved in any pending litigation; are not aware of any threatened litigation where they would be a party; and have not had any judgments entered against them within the last five years as of the date of proposal submission.

Proposer and/or principals of the Proposer must list below (use additional pages if necessary) all pending litigation, threatened litigation, and/or any judgments entered against them within the last five years as of the date of proposal submission.

A.  Pending Litigation       Threatened Litigation       Judgment (check one)

1. Against  Proposer;  Principal;  Both (check as appropriate)
2. Name of Litigation/Judgment: \_\_\_\_\_
3. Case Number: \_\_\_\_\_
4. Court of Jurisdiction: \_\_\_\_\_
5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

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B.  Pending Litigation       Threatened Litigation       Judgment (check one)

1. Against  Proposer;  Principal;  Both (check as appropriate)
2. Name of Litigation/Judgment: \_\_\_\_\_
3. Case Number: \_\_\_\_\_
4. Court of Jurisdiction: \_\_\_\_\_
5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

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Signature of Proposer: Benny K. Woods      Date: March 18, 2015

**GRAFFITI REMOVAL SERVICES (2015-SQPA002)**

**PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION**

Woods Maintenance Services, Inc.

Proposer's Name

7260 Atoll Avenue, North Hollywood, CA 91605

Address

- If awarded the contract: Proposer will comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Statement of Qualifications, and Proposer will procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5 throughout the entire term of the proposed contract, without interruption or break in coverage.
  
- Proposer will not comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Statement of Qualifications, and Proposer will not procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5 throughout the entire term of the proposed contract, without interruption or break in coverage. If you check this box, your proposal will be immediately disqualified as nonresponsive.

Print Name: Barry K. Woods	Title: President
Signature: <i>Barry K. Woods</i>	Date: March 18, 2015

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

The Proposer certifies that:

- It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code, Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code, Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

**-OR-**

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code, Section 2.206.060, for the following reason:

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name: Barry K. Woods	Title: President
Signature: <i>Barry K. Woods</i>	Date: March 18, 2015

**REQUEST FOR DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM CONSIDERATION FORM**

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

In evaluating bids/proposals, the County will give preference to businesses that are certified by the State of California as a Disabled Veteran Business Enterprise (DVBE) or by the Department of Veterans as a Service Disabled Veteran-Owned Small Business (SDVOSB) consistent with Chapter 2.211 of the Los Angeles County Code.

Vendor understands that in no instance shall the disabled veteran business enterprise preference program price or scoring preference be combined with any other County preference program to exceed 8 percent in response to any County solicitation.

Information about the State's DVBE certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.pd.dgs.ca.gov>.

Information on the Veteran Affairs Disabled Business Enterprise certification regulations may be found in the Code of Federal Regulations, 38CFR 74 and is also available on the Veterans Affairs Website at: <http://www.vetbiz.gov>.

- I AM NOT** a DVBE certified by the State of California or a Service Disabled Veteran-Owned Small Business with the Department of Veteran Affairs.
- I AM** certified as a DVBE with the State of California or a Service Disabled Veteran-Owned Small Business with the Department of Veteran Affairs as of the date of this proposal/bid submission and I request this proposal be considered for the DVBE Preference.

**DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.**

Name of Firm: Woods Maintenance Services, Inc.	County Webven No. 05696501
Print Authorized Name: Barry K. Woods	Title: President
Authorized Signature: <i>Barry K. Woods</i>	Date: March 18, 2015

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE



GRAFFITI REMOVAL SERVICES (2015-SQPA002)

PROPOSER'S COMPLIANCE WITH MINIMUM REQUIREMENTS OF THE RFSQ

PROPOSER MUST CHECK A BOX IN EACH SECTION

**Important Note:** The information on this form is subject to verification and will not be used for scoring purposes.

Completing this form by itself without including detailed narrative in your Statement of Qualifications (SOQ) to support the minimum mandatory requirement of this RFSQ, any inconsistencies or inaccuracy in the information provided in this form, or this form and your SOQ, may subject your SOQ to disqualification or other actions at the sole discretion of the County.

At the time of statement of qualification submission, Proposer must meet the following minimum requirements:

1. Proposer or its managing employee must have a minimum of three years of experience performing graffiti abatement services.

Yes. Please complete the chart below. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your statement of qualification to validate this minimum mandatory requirement for scoring of your proposal in this category).

Proposer's Name	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience	Page Number*
Woods Maintenance Services, Inc. dba Graffiti Control Systems	1975 thru current	Graffiti Abatement - Various city and municipal agencies	Section 5 Page 4

\*List the page number in the statement of qualification containing the proposer's experience

No. Proposer does not meet the experience requirement stated above. **By checking this box, the statement of qualification will be immediately disqualified as nonresponsive.**

**Note: Proposer has to complete Section 1.2 of this form if the Minimum Mandatory Requirements, No. 1, of this RFSQ is being met by its managing employee.**

**GRAFFITI REMOVAL SERVICES (2015-SQPA002)**

1.2. Proposer's Managing Employee must have a minimum of three years of experience performing graffiti abatement services.

Proposer's Managing Employee's Name	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience	Page Number*
Woods Maintenance Svcs. - Jeff Woods	Sept. 2003 to current	Graffiti Abatement - Various city and municipal agencies	Section 5 Page 12
Woods Maintenance Svcs.- Enrique Lopez	1989 to current	Graffiti Abatement - Various city and municipal agencies	Section 5 Page 15

\*List the page number in the proposal containing the proposer's managing employee's experience.

No. Proposer's managing employee does not meet the experience requirement stated above. **By check this box, Statement of Qualifications will be immediately disqualified as nonresponsive.**

Proposer declares under penalty of perjury that the information stated above is true and accurate. Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected at the sole discretion of the County.

Proposer's Name: Woods Maintenance Services, Inc.	
Authorized representative Name: President	
Signature: <i>Barry K. Woods</i>	Date: March 18, 2015

## LOS ANGELES COUNTY CODE

## Title 2 ADMINISTRATION

## Chapter 2.201 Living Wage Program

**2.201.010**     **Findings.**

The Board of Supervisors finds that the County of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the County of Los Angeles. (Ord. 2007-0011 § 1, 2007; Ord. 99-0048 § 1 (part), 1999.)

**2.201.20**     **Definitions.**

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

- A. "County" includes the County of Los Angeles, any County officer or body, any County department head, and any County employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full-time services to an employer, some or all of which are provided to the County of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a County of Los Angeles owned or leased facility.
- C. "Employer" means:
  - 1. An individual or entity who has a contract with the county:
    - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the County of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or
    - b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and
    - c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12-month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
  - 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the County.
- D. "Full-time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer, but in no event less than 35 hours worked per week.

- E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et. seq. of this code, entitled Contracting with Private Business. (*Ord. 2007-0011 §2, 2007; Ord. 99-0048 § 1 (part), 1999.*)

**2.201.30 Prospective effect.**

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.\* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable.

**2.201.040 Payment of living wage.**

- A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$9.64 per hour with health benefits, or \$11.84 per hour without health benefits.
- B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$2.20 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the County Department of Health Services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.
- C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section above for future contracts. Any adjustments to the living wage rate specified in subsection A and B that are adopted by the board of supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate.

**2.201.050 Other provisions.**

- A. Full-Time Employees. An employer shall assign and use full-time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the County the necessity to use non-full time employees based on staffing efficiency or the County requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The Chief Executive Officer and the Internal Services Department shall be responsible for the administration of this chapter. The Chief Executive Officer and the Internal Services Department may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The Chief Executive Officer in conjunction with the Internal Services Department shall issue written instructions on the

implementation and on-going administration of this Chapter. Such instructions may provide for the delegation of functions to other County departments.

- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the Chief Executive Officer in conjunction with the Internal Services Department. The Internal Services Department in conjunction with the Chief Executive Officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.
- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ordinance No. 99-0048 ' 1 (part), 1999.)

**2.201.60      Employer retaliation prohibited.**

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county Chief Executive Officer, or to the County Auditor/Controller, or to the County department administering the Proposition A contract or cafeteria services contract. (Ordinance No. 99-0048 ' 1 (part), 1999.)

**2.201.70      Employee retention rights.**

In the event that any Proposition A contract or cafeteria service contract is terminated by the County prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer:
  - 1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the Federal Fair Labor Standards Act;
  - 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
  - 3. Who is or will be terminated from his or her employment as a result of the County entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
  - 1. Has been convicted of a crime related to the job or his or her job performance; or
  - 2. Fails to meet any other County requirement for employees of a contractor.

- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ordinance No. 99-0048 ' 1 (part), 1999.)

**2.201.80 Enforcement and Remedies.**

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the State of California for damages caused by an employer's violation of this chapter.
- B. The County department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the Chief Executive Officer:
1. Assess liquidated damages as provided in the contract; and/or
  2. Recommend to the Board of Supervisors the termination of the contract; and/or
  3. Recommend to the Board of Supervisors that an Employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code.

**2.201.090 Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.
- D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:
1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
  2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
  3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
  4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time

and part-time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ordinance No. 99-0055 ' 1, 1999; Ordinance No. 99-0048 ' 1 (part), 1999.)

**2.201.100**     Severability. If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ordinance No. 99-0048 ' 1 (part), 1999.)

\*Editor's note: Ordinance 99-0048, which enacted Chapter 2.201, is effective on July 22, 1999.

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION

The contract to be awarded pursuant to the RFSQ 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: <b>N/A</b>			
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**) 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: <div style="text-align: center; font-size: 24pt; font-weight: bold;">N/A</div>	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 Statement of Qualifications (RFSQ) 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 RFSQ, 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): Health Net of CA - Salud HMO

Company Insurance Group Number: LB030A

Health Benefit(s) Payment Schedule:

- Monthly
- Quarterly
- Bi-Annual
- Annually
- Other: Weekly (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: 	DATE: March 18, 2015
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:**

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 RFSQ 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.**

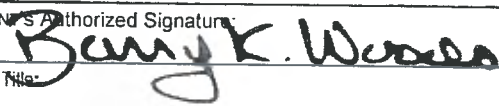
Barry K. Woods  
 Owner's/Agent's Authorized Signature  
 Woods Maintenance Services, Inc.  
 Print Name of Firm

Barry K. Woods - President  
 Print Name and Title  
 March 18, 2015  
 Date

**COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM  
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- A debarment by a public entity listed below within the past ten years.

Print Name of Firm: <b>Woods Maintenance Services, Inc.</b>	Print Name of Owner: <b>Barry K. Woods</b>
Print Address of Firm: <b>7260 Atoll Avenue</b>	Owner's/AGENCY'S Authorized Signature: 
City, State, Zip Code: <b>North Hollywood, CA 91605</b>	Print Name and Title: <b>Barry K. Woods - President</b>

<b>Public Entity Name</b>	
<b>Public Entity Address:</b>	<b>Street Address:</b>
	<b>City, State, Zip:</b> <b>N/A</b>
<b>Case Number/Date Claim Opened:</b>	<b>Case Number:</b>
	<b>Date Claim Opened:</b>
<b>Name and Address of Claimant:</b>	<b>Name:</b>
	<b>Street Address:</b>
	<b>City, State, Zip:</b>
<b>Description of Work: (e.g., Janitorial)</b>	
<b>Description of Allegation and/or Violation:</b>	In September 2011, a former employee filed suit against Woods alleging
	Labor Code violations regarding meal periods and rest breaks as well as
	related unpaid wages
<b>Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)</b>	Woods vigorously denied and continues to deny the former employee's allegations. However, for business reasons, the parties agreed to a negotiated
	settlement without any finding of wrongdoing. Woods has always complied
	with its obligations to fairly pay its employees and will continue to do so through the term of this contract

Additional Pages are attached for a total of \_\_\_\_\_ pages.

**GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS**

<p><b>COUNTY DETERMINATION</b></p> <p>Proposer Name: _____</p> <p>Contracting Department: _____</p> <p>Department Contact Person: _____</p> <p>Phone: _____</p>	<p><b>RANGE OF DEDUCTION</b> _____</p> <p>(Deduction is taken from the maximum evaluation points available)</p>	
	Proposer Fully Disclosed	Proposer <i>Did Not</i> Fully Disclose
<p><b>MAJOR</b> County determination, based on the Evaluation Criteria, that proposer has a record of very serious violations.*</p>	<p>8 - 10%</p> <p>Consider investigating a finding of proposer non-responsibility**</p>	<p>16 - 20%</p> <p>Consider investigating a finding of proposer non-responsibility**</p>
<p><b>SIGNIFICANT</b> County determination, based on the Evaluation Criteria, that proposer has a record of significant violations.*</p>	<p>4 - 7%</p>	<p>8 - 14%</p> <p>Consider investigating a finding of proposer non-responsibility**</p>
<p><b>MINOR</b> 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><b>INSIGNIFICANT</b> 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><b>NONE</b> 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:

- Accuracy in self-reporting by proposer
- Health and/or safety impact
- Number of occurrences
- Identified patterns in occurrences
- Dollar amount of lost/delayed wages
- Assessment of any fines and/or penalties by public entities
- Proportion to the volume and extent of services provided, e.g., number of contracts, number of employees, number of locations, etc.

\*\* County Code Title 2, Chapter 2.202.030 sets forth criteria for making a finding of contractor non-responsibility which are not limited to the above situations.

REQUESTED INFORMATION ON THE  
PROPOSER'S MEDICAL PLAN COVERAGE

Proposer: Woods Maintenance Services, Inc.

Name of Proposer's Health Plan: Health Net

Date: March 18, 2015

(Please use a separate form for each health plan offered by the proposer to employees who will be working under this contract.)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Proposer's Health Plan Premium Employee only Employee + 1 dependent Employee + 2 dependents Employee + 3 dependents	<input checked="" type="radio"/> Y <input type="radio"/> N <input checked="" type="radio"/> Y <input type="radio"/> N <input type="radio"/> Y <input type="radio"/> N <input type="radio"/> Y <input type="radio"/> N	\$ 3,499.80/year \$ \$ \$	Employer pays 85% of insurance for employee. Weekly the employee pays \$10.10/check.
Proposer's portion of above health premium payment Employee only Employee + 1 dependent Employee + 2 dependents Employee + 3 dependents	<input checked="" type="radio"/> Y <input type="radio"/> N <input type="radio"/> Y <input type="radio"/> N <input type="radio"/> Y <input type="radio"/> N <input type="radio"/> Y <input type="radio"/> N	\$ 3,499.80/year \$ \$ \$	Employer pays 85% of insurance for employee. Weekly the employee pays \$10.10/check.
Any Annual Deductible? Per Person Per Family	<input type="radio"/> Y <input checked="" type="radio"/> N <input type="radio"/> Y <input type="radio"/> N	\$ 0.00 \$	None
Any Annual Maximum Employee Out-of-Pocket Expense? Per Person Per Family	<input checked="" type="radio"/> Y <input type="radio"/> N <input checked="" type="radio"/> Y <input type="radio"/> N	\$ 2,000 \$ 6,000	
Any Lifetime Maximum? Per Person Per Family	<input type="radio"/> Y <input checked="" type="radio"/> N <input type="radio"/> Y <input checked="" type="radio"/> N	\$ N/A \$	
Ambulance coverage	<input checked="" type="radio"/> Y <input type="radio"/> N	\$ included	\$50
Doctor's Office Visits	<input checked="" type="radio"/> Y <input type="radio"/> N	\$ included	\$30
Emergency Care	<input checked="" type="radio"/> Y <input type="radio"/> N	\$ included	\$30
Home Health Care	<input checked="" type="radio"/> Y <input type="radio"/> N	\$ included	\$10
Hospice Care	<input checked="" type="radio"/> Y <input type="radio"/> N	\$ included	No charge
Hospital Care	<input checked="" type="radio"/> Y <input type="radio"/> N	\$ included	Facility - 30% co-ins Physician - no charge
Immunizations	<input checked="" type="radio"/> Y <input type="radio"/> N	\$ included	No charge
Maternity	<input checked="" type="radio"/> Y <input type="radio"/> N	\$ included	Delivery - 30% co-ins Pre & postnatal - no charge
Mental Health	<input checked="" type="radio"/> Y <input type="radio"/> N	\$ included	\$30
Mental Health In-Patient Coverage	<input checked="" type="radio"/> Y <input type="radio"/> N	\$ included	30% co-ins

**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	<input checked="" type="radio"/> Y <input type="radio"/> N	\$ included	\$30
Physical Therapy	<input checked="" type="radio"/> Y <input type="radio"/> N	\$ included	\$30
Prescription Drugs	<input checked="" type="radio"/> Y <input type="radio"/> N	\$ included	\$5
Routine Eye Examinations	<input type="radio"/> Y <input checked="" type="radio"/> N	\$ N/A	N/A
Skilled Nursing Facility	<input checked="" type="radio"/> Y <input type="radio"/> N	\$ included	30% co-ins
Surgery	<input checked="" type="radio"/> Y <input type="radio"/> N	\$ included	Facility - 30% co-ins Physician - no charge
X-Ray and Laboratory	<input checked="" type="radio"/> Y <input type="radio"/> N	\$ included	No charge

Under this health plan, a full time employee:

- Becomes eligible for health insurance coverage after 90 days of employment.
- Is defined as an employee who is employed more than 30 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 0 DAYS.
- D. NUMBER OF PAID VACATION DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 0 DAYS.
- E. NUMBER OF PAID HOLIDAYS PER YEAR IS 6 DAYS.





**WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS  
GRAFFITI REMOVAL SERVICES (2015-SQPA002)**

**INSTRUCTIONS**

The contractor selected through this RFSQ process will be required to comply with State and Federal labor regulations and record keeping requirements. The objective of this questionnaire is to determine the appropriateness, scope, and suitability of the procedures the Proposer uses and the internal controls in place to ensure compliance with State and Federal labor regulations and record keeping requirements. In order to appropriately evaluate this area (Part I, Section 4.D, Evaluation Criteria), it is critical that the Proposer submit a detailed description of the processes and the steps associated with those processes.

Answer all questions thoroughly and in the same sequence as provided below. If a question is not applicable, indicate with "N/A" and explain why such question is not applicable. Provide additional details to ensure a clear picture of the Proposer's processes and controls. As used in this questionnaire, the term Proposer includes the business entity that will provide the proposed services. Attach an actual sample copy of timesheet, paycheck, and pay stub.

*ADDITIONAL PAGES MAY BE ATTACHED OR RESPONSES CAN BE PROVIDED IN A SEPARATE DOCUMENT.*

*IDENTIFY EACH RESPONSE BY THE CORRESPONDING QUESTION NUMBER.*

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p><b>1. TRACKING HOURS WORKED</b></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 Weekly time sheets are provided for each employee. Each employee must sign in at the beginning of their shift, sign out at the end of their shift and account for lunch break taken. They sign/initial each day's time record.</p> <p>1.2 Job dependent, some report directly to job site, while others report to office on a 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><b>2. REPORTING TIME</b></p> <p>How does the Proposer know employees actually reported to work and at what time? For example, sign-in sheets, computerized check in, call-in system, or some other method?</p>	<p>2. Most employees physically come into the office to sign in each day. A supervisor or management staff is usually on-site to verify these times. In addition, some staff will check in via phone and others with municipal personnel.</p>
<p><b>3. RECORDS OF ACTUAL TIME WORKED</b></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 Time sheets</p> <p>3.2 Time sheets</p> <p>3.3 Daily</p> <p>3.4 Job dependent. Some are maintained by employee, others by supervisor and if dispatched by corporate office, by office staff.</p> <p>3.5 Payroll clerk verifies records and reconciles with job specifications, supervisor report and staff schedule.</p> <p>3.6 Usually maintained for 5 years.</p> <p>3.7 Yes</p> <p>3.8 Please see attachments.</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p><b>4. OTHER RECORDS USED TO CREATE PAYROLL (IF ANY)</b></p> <p>4.1. If records of actual time worked are not used to create payroll, what is the source document that is used?</p> <p>4.2. Who prepares and who checks the source document?</p> <p>4.3. Does the employee sign it?</p> <p>4.4. Who approves the source document, and what do they compare it with prior to approving it?</p>	<p>4.1 None</p> <p>4.2 Payroll clerk checks and verifies all payroll documents</p> <p>4.3 Yes</p> <p>4.4 Payroll clerk verifies with project supervisor and verifies with written report.</p>
<p><b>5. BREAKS</b></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 Self-administered. Most staff work with only limited direct, constant supervision and are responsible for meal and rest breaks.</p> <p>5.2 Yes</p> <p>5.3 Employee enters time, supervisor and/or management approves and validates.</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p><b>6. HOW PAYROLL IS PREPARED</b></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. <b><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></b></p>	<p>6.1 Weekly each employee's time sheet is checked and verified for time worked and recorded. Once verified, the payroll clerk enters all necessary data into the ADP Payroll services program for computation which will then create that employee's payroll check.</p> <p>6.2 ADP Payroll services on weekly basis</p> <p>6.3 Single instrument</p> <p>6.4 All legally mandated information – deductions, vacations, reimbursement, credit union, taxes, overtime, bonuses, etc. – See Attached</p> <p>6.5 See Attached</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p><b>7. MANUAL PAYROLL SYSTEM</b></p> <p>7.1. If the Proposer uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check.</p> <p>7.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?</p>	<p>7. N/A</p>
<p><b>8. AUTOMATED PAYROLL SYSTEM</b></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 Time sheets are verified and totaled. Correct hours and pay rates are entered into ADP computer system.</p> <p>8.2 Each contract has a pay rate and shift/payroll reports delineate hours at each rate.</p> <p>8.3 Pre-set calculations</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p><b>9. TRAVEL TIME</b></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 If dispatched from office – all travel time is paid at standard rate</p> <p>9.2 At a pre-determined rate</p> <p>9.3 (a) does not happen</p> <p>9.3 (b) all work computed at Living Wage, including travel time.</p>
<p><b>10. OVERTIME</b></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 Any wages over 8 hours per day or 40 hours per week will be paid at the legal overtime rate per the government guidelines.</p> <p>10.2 Overtime rate will be based on the contract with which the work was performed.</p>
<p>Print Name Barry K. Woods</p>	<p>Company Woods Maintenance Services, Inc.</p>
<p>Signature <i>Barry K. Woods</i></p>	<p>Date March 18, 2015</p>

## **14. LIVING WAGE ORDINANCE**

Woods Maintenance Services, Inc. will abide by the Living Wage Ordinance.

## **15. ADDITIONAL INFORMATION**

### **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. (Please see PW19 for further details in the forms section)

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, Woods Maintenance Services maintains a fleet of:

- 33 fully equipped graffiti removal vehicles
- 21 dedicated pressure washing vehicles
- 14 dedicated trash collection vehicles
- 1 AirSweeper Truck
- 47' Bucket Truck
- 29' Bucket Truck
- 2 traffic control vehicles
- 2 Hydro Tek Custom Water Recover Systems (SC35005VG/ZVAC)
- 83 field cell phones
- 35 Graco Model 3900 airless paint sprayers
- 32 Delco RK-43 pressure washers

Should Woods Maintenance Services be awarded the contract, we have all the required equipment and vehicles necessary to successfully meet the requirements and perform the tasks on this contract. Should additional items be required during the life of the contract, we have the financial resources necessary to 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 over 39 years, we have established open lines of credit at all suppliers, including a \$1 million line of credit with Ford Motor Company, 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. In addition to our financial ability to purchase any necessary equipment or vehicle when required, we also adhere to a regular replacement program, whereby each year make appropriate determinations about which items need to be replaced in keeping with our 5/10/15 program—5% of vehicles, 10% of pressure washers, and 15% of airless paint sprayers. It goes without saying that we always have back up vehicles and equipment for every job and contract we have.

For any resultant contract that arises from this RFSQ, we have vehicles at the ready and will purchase any equipment or vehicles necessary to dedicate exclusively to said contract. Graffiti Control Systems uses 3 different types of truck set-ups for its graffiti removal contracts: 1) Fast Attack paint truck—this is a Ford Ranger or equivalent type of vehicle, equipped with a professional grade Graco Model 3900 airless paint sprayer, plus all the necessary hoses, extensions, rollers, paint brushes, chemicals and sundry items. These vehicles are used in the flood control channels and in the more urban unincorporated areas, where clearances are tighter, parking more difficult and workload heavily skewed to paint-out. 2) Combo Attack truck—this is a Ford F-250 or equivalent type vehicle with a commercial grade, truck bed-mounted Delco RK-43 pressure washer and a Graco Model 3900 paint sprayer. These vehicles have a small enough footprint to be effective in urban environments, where workloads require a relative balance of painting and pressure washing. 3) P/W Exclusive truck—this is an extended bed or trailer mounted pressure washing and water recovery system that is used in areas and

occasions where graffiti is removed exclusively by pressure washing. This vehicle is not used daily by any one contract but is provided when required by the needs of a crew or a contracted area. All paint sprayers used by Graffiti Control Systems are Graco Model 3900's. These are professional grade airless sprayers that provide an even and uniform spray stream so painted surfaces can be restored to their original look. The primary commercial grade pressure washers that are employed by Graffiti Control Systems are Delco RK-43's. These hot water pressure washers exert 3500 psi with an output of up to 5 gallons per minute. These machines are powered by gasoline and heated via diesel. In addition, we have our HydroTek Custom pressure washer and recovery/recycling system which is capable of exerting water at up to 4000 psi with output up to 5.5 gallons per minute. This recovery system is capable of recovering 12 gallons per minute and recycles at 5 gallons per minute. Water is recycled in a 6-stage filtration process, including 3 oil absorption areas, and is filtered to 5 micron purity. In the event that vehicles and/or equipment become temporarily or permanently non-operational, we have back up trucks and equipment available immediately at our warehouse.

We have in-house mechanics who handle the vast majority of equipment repair at our warehouse. They also lead quarterly seminars about how to properly check fluids in the vehicles, pressure washers, and paint sprayers, as well as how to diagnose and troubleshoot minor problems in the field. These lessons are invaluable to our crews, because all machinery, no matter how expensive or new, will inevitably have some issues. By teaching our crews how to solve the common, minor problems on their own, in the field, time is not wasted and the most amount of work can be carried out.



BUCKET VAN



**Pressure Washing Vehicle—included with raised platform for high graffiti**

## Water Recovery and Recycling Equipment



**Ford F-250 Paint and Pressure Washer Combo Truck**



## Ford Ranger Fast Attack Vehicle



## Community Development Department



March 15, 2010

### To Whom It May Concern:

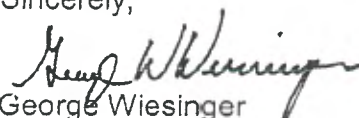
This is a letter of recommendation for Graffiti Control Systems, who currently provide graffiti removal services for the City of Tustin.

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,

  
George Wiesinger  
Code Enforcement Officer

Gwiesinger: Graffiti Control Systems letter of recommendation.doc





Metropolitan Transportation Authority

One Gateway Plaza  
Los Angeles, CA 90012-2952

213.922.2000 Tel  
metro.net

**Metro**

March 15, 2010

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 12 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 they possess a proactive attitude that divides their companies' service from the rest and sets the standards for customer service.

Sincerely,

Keith Jackson  
Contracts Project Manager  
Facilities Maintenance Supervisor  
Los Angeles County Metro



City of  
**Santa Monica®**

Facilities Management/  
Maintenance Management Division  
Community Maintenance Department  
2500 Michigan Avenue  
Santa Monica, California 90404-4012

March 15, 2010

To Whom It May Concern:

Graffiti Control Systems has been providing graffiti removal services to the City of Santa Monica since 2006. They have performed extremely well in conjunction with City crew members in removing and reporting graffiti from city, private and commercial properties. The staff is respectful and supportive on site and in the office. Graffiti Control Systems continues to accommodate the City Santa Monica staff and citizens in our community in providing excellent service.

If I can aid with any questions, please feel free to contact me at 310-458-8519.

Sincerely,

Rick Raygosa  
Paint Crew Leader

*City of Santa Monica  
2500 Michigan Ave.  
Santa Monica, CA 90404  
310-458-8519  
rick.raygosa@smov.net*



# City of San Gabriel

◆ City With A Mission ◆ Founded 1771 ◆

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March 15, 2010

To Whom It May Concern:

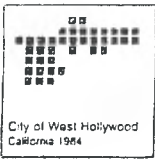
I highly recommend Graffiti Control Systems as the contractor for your graffiti removal program. Graffiti Control Systems has been the City of San Gabriel's contractor since 2006, but I have worked closely with Graffiti Control Systems for ten years and have found them to be the most thorough and professional graffiti removal contractor in the business. Graffiti Control Systems employs the newest technology and ushers in the newest techniques to efficiently and effectively remove graffiti.

Graffiti Control Systems' dedication to customer satisfaction is unparalleled. Not only is Graffiti Control Systems responsive to complaints but they are also proactive. There have been numerous occasions in which I have called them at the "11<sup>th</sup> hour" to request removal of graffiti and they were always responsive.

In addition to working independently, Graffiti Control Systems follows through on all complaints to ensure that the job gets done. Graffiti Control Systems will be a tremendous asset for your city and has my highest recommendation. If you have any further questions with regard to their background or qualifications, please do not hesitate to call me at (626) 457-4636.

Sincerely,

Clayton A. Anderson, Manager  
Neighborhood Improvement Services



# CITY OF WEST HOLLYWOOD

CITY HALL  
8300 SANTA MONICA BLVD.  
WEST HOLLYWOOD, CA  
90069-6216  
TEL: (323) 848-6471  
FAX: (323) 848-6565

**DEPARTMENT  
OF HUMAN  
SERVICES**

Jeffrey Woods  
General Manager  
Graffiti Control Systems  
7260 Atoll Avenue  
North Hollywood, CA 91605

October 5, 2011

To Whom It May Concern:

For well over a year now, our city has had the privilege of working with Jeff Woods and Graffiti Control Systems for graffiti abatement services. Their technician, Juan is in our city five days a week and pro-actively documents and abates graffiti as it is found. In cases where we are contacted by constituents or law enforcement informing us of known graffiti, Juan can be dispatched and many times within minutes or hours said graffiti is abated.

Graffiti Control Systems is dependable, professional and at the top of their game. I would recommend them for any government, company or agency looking to contract graffiti abatement services.

Sincerely,

Robert Durbin  
Facilities & Field Services  
City of West Hollywood, CA 90069



**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

March 17, 2010

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 sixteen 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



### Quality Assurance Site Report

Location: \_\_\_\_\_

Date/Time: \_\_\_\_\_

Supervisor: \_\_\_\_\_

	Excellent	Good	Fair	Poor
Pressure Washing Jobs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chemical Removal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Appearance of Surveyed Area in general	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Paint Jobs (if applicable); color match	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Paint Jobs (if applicable); overspray & clean up	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Specific area(s) with problems or concerns: \_\_\_\_\_

\_\_\_\_\_

Other comments: \_\_\_\_\_

\_\_\_\_\_

Technician(s) Employee ID# \_\_\_\_\_ Name \_\_\_\_\_

Employee ID # \_\_\_\_\_ Name \_\_\_\_\_



# WORK ORDER REQUEST FORM

Location: \_\_\_\_\_

Date/Time: \_\_\_\_\_

Supervisor: \_\_\_\_\_

Reported By	Phone	Crew	Report Taken By
Business Name / Location		Report Date	Start Date
		Time Spent	Completion Date
Notes		Cross Street	Misc.

### Graffiti Location(s): (check all that apply)

#### Thoroughfare

- Building Front
- Building Side
- Building Rear
- Adjacent Wall
- Elevator
- Window(s)
- Door(s)
- Sign(s)
- Bench(s)

#### Alley

- Wall
- Fence
- Door
- Gate
- Sign(s)
- 
- 
- 
- 

#### Horizontal

- Steps
- Curb
- Sidewalk
- Columns
- 
- 
- 
- 

#### Miscellaneous

- Electric Box
- Power Pole
- Phone Pole
- Hand Railing
- Trash Receptacle
- 
- 
- 

### Service Performed (check all that apply)

- Paint
- Solvent
- Water Blast
- Other

### Size of Graffiti Area Serviced:

Height	Width	Total Sq. Feet
--------	-------	----------------

### Remarks / Notes

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COLOR MATCH







COLOR MATCH





COLOR MATCH





COLOR MATCH





**GRAFFITI IN CHANNEL - BEFORE**



**AFTER ABATEMENT**



**GRAFFITI IN CHANNEL - BEFORE**



**AFTER ABATEMENT**



**PRESSURE WASHING**



**PAINING**

**WOODS MAINTENANCE / GRAFFITI CONTROL SYSTEMS – BUCKET TRUCK**



**BEFORE**



**AFTER**

**GRAFFITI PAINT OUT**



High Graffiti—before



High Graffiti—after



# SAFETY PROGRAM

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# 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 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

# SAFETY PROGRAM

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:

- ♣ 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

# SAFETY PROGRAM

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.

# SAFETY PROGRAM

## 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.
- ◆ 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

# SAFETY PROGRAM

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 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 PROGRAM

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 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

# SAFETY PROGRAM

## 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, crushing or penetrating action.
- ◆ When necessary, employees must wear approved respirators, which will be provided for emergency and regular use.
- ◆ All safety equipment must be maintained in sanitary condition and ready for use. Report any defective equipment immediately.

## Hardhats

At WOODS MAINTENANCES SERVICES, INC., hardhats are required at all times in designated areas and while performing prescribed work duties. Hardhats are common in our industry. There was a time, about a hundred years ago, when no one wore a hardhat. But overtime, the value of hardhats to save lives was firmly proven, so that the entire industry now accepts this safety device as a natural article of clothing.

When you wear a hardhat, wear it right. Keep it squarely on your head with the inside band properly adjusted.



# SAFETY PROGRAM

## Work Environment

Work sites must be clean and orderly. Work surfaces must be kept dry or appropriate means taken to assure the surfaces are slip-resistant. Spills must be cleaned up immediately. All combustible scrap, debris and waste must be stored safely and removed promptly. Combustible dust must be cleaned up with a vacuum system to prevent the dust from going into suspension. Waste containers must be covered. Oily and paint soaked rags are combustible and should be discarded in sealed metal containers. Latex paint rags may be washed and dried per normal cleaning procedures.

## Driving

Drive safely. If vehicles are used during the workday, seat belts and shoulder harnesses are to be worn at all times. Vehicles must be locked when unattended to avoid criminal misconduct. Do not exceed the speed limit. Vehicles must be parked in legal spaces and must not obstruct traffic. Should it become necessary to block traffic, all standard operating procedures for traffic control postings and warnings shall be employed. All employees must practice defensive driving.

## Vehicle Maintenance

Work safely when repairing vehicles. When tires are mounted or inflated on drop center wheels, safe practice procedures must be observed. Employees are strictly forbidden from taking a position directly over or in front of a tire while it is being inflated.

Safe practices, such as safety goggles and gloves must be utilized when changing or checking vehicle fluids. Only approved jacks and lifting devices may be used on vehicles, and no employee shall work directly under any part of a vehicle that comes in contact with the ground.

## Tool Maintenance

Faulty or improperly used hand tools and equipment area safety hazard. All employees shall be responsible for ensuring that tools and equipment used by them or other employees at their work site are in good condition. Broken or fractured handles, worn or dull blades, missing or

# SAFETY PROGRAM

unsecured safety devices must be replaced before that tool may be allowed to work.

Appropriate safety glasses, face shields must be worn while using hand tools or equipment which might produce flying materials, or be subject to breakage. Check your tools often for wear and defects.

## Ladders

Check ladders each and every time before you climb. Ladders should be maintained in good condition: joints between steps and side rails should be tight, hardware and fittings securely attached, and movable parts

operating freely without binding or undue play. Non-slip safety feet are provided on each ladder. Ladder rungs must be free of grease, oil, paint and spilled chemicals.

Ladders used near electrical equipment must be made of a non-conducting material. Stored ladders must be easily accessible for inspection and service, kept out of weather and away from excessive heat, and well supported when stored horizontally.

A portable ladder must not be used in a horizontal position as a platform or runway by more than one person at a time. A portable ladder must not be placed in front of doors that open toward the ladder or on boxes, barrels, or other unstable bases. Ladders must not be used as guys, braces or skids. The height of a step ladder should be sufficient to reach the work area without using the top or next to the top step.

## Construction Safety

Construction safety is closely monitored by various on-site construction supervisors, job site coordinators, superintendents, architects, engineers, government and private inspectors, contractor's and subcontractor's safety officials and safety officers of these entities. Each contractor and subcontractor must provide the name of its designated safety official for the job site to WOODS MAINTENANCE SERVICES, INC., before being allowed to commence work on the site.

# SAFETY PROGRAM

## Accident Prevention Policy Posting

Each employee has a personal responsibility to prevent accidents. You have a responsibility to your family, to your fellow workers and to the Company. You will be expected to observe safe practice rules and instructions relating to the efficient handling of your work. Your responsibilities include the following:

- ♣ Incorporate safety into every job procedure. No job is done efficiently unless it has been done safely.
- ♣ Know that disciplinary action may result from a violation of the safety rules.
- ♣ Report all injuries immediately, no matter how slight the injury may be.
- ♣ Caution fellow workers when they perform unsafe acts.
- ♣ Don't take chances.
- ♣ Ask questions when there is any doubt concerning safety.
- ♣ Don't tamper with anything you don't understand.
- ♣ Report all unsafe conditions or equipment to your supervisor.

## Accident Prevention Policy Posting

A copy of this manual will be posted in the work area.

It is the policy of WOODS MAINTENANCE SERVICES, INC. to provide a safe and clean workplace and to maintain sound operating practices. Concentrated efforts shall produce safe working conditions and result in efficient, productive operations. Safeguarding the health and welfare of our employees cannot be stressed too strongly.

Accident prevention is the responsibility of all of us. Department heads and supervisors at all levels shall be responsible for continuous efforts directed toward the prevention of accidents. Employees are responsible for performing their work in a safe manner.

The observance of safe and clean work practices, coupled with ongoing compliance of all established safety standards and codes, will reduce accidents and make our Company a better place to work.

# SAFETY PROGRAM

## Safety Audits

The best method to establish a safer workplace is to study past accidents and worker compensation complaints. By focusing on past injuries, the Company hopes to avoid similar problems in the future. Therefore, whenever there is an accident, and in many cases upon review of past accidents, you may be requested to participate in a safety audit interview. During the interview, there will be questions about the nature of the investigation and the workplace safety related to the incident. Please answer these questions honestly and completely. Also, please volunteer any personal observations and/or suggestions for improved workplace safety.

Based upon the study of past accidents and industry recommendations, a safety training program has been implemented. In addition to other preventative practices, there will be a group discussion of the cause of the accident and methods to avoid the type of accidents and injury situations experienced in the past. Work rules will be reviewed and modified based upon the study of these accidents.

In addition to historical information, workplace safety depends on workplace observation. Your supervisor is responsible for inspecting your working area daily, before and while you are working. However, this does not mean that you are no longer responsible for inspecting the workplace also. Each day, before you begin work, inspect the area for any dangerous conditions. Inform your supervisor of anything significant, so other employees or guests are advised. You may also be given written communications regarding unsafe conditions or serious concealed dangers. Review this communication carefully and adjust your workplace behavior to avoid any danger or hazards. If you are unclear or unsure of the significance of this written communication, contact your supervisor and review your planned actions before starting to work. It is better to wait and check, than to go ahead and possibly cause an injury to yourself or others.

## Accident Investigation

A primary tool used by WOODS MAINTENANCE SERVICES, INC. to identify the areas responsible for accidents is a thorough and complete accident investigation (see included forms). The results of each

# SAFETY PROGRAM

investigation will be reduced to writing and submitted for review by management and Company's insurance carriers.

A written report should be prepared from notes and diagrams made at the scene. All statements should include the time and date given, and the town or county where the statement was made. If the statement is intended to be used in court proceedings, a suitable jurat is required, otherwise a simple statement that the description is sworn to be true under the penalty of perjury with the date, place and time included. All photographs or video recordings should be similarly identified. Let people know on tape that they are being recorded. Also, make sure that the names and addresses, as well as the day and evening phone numbers of all eye witnesses are noted and recorded.

If a formal police report or other official investigation is conducted by any government agency, get the name and badge number of the official, or a business card, and find out when a copy of the official report will be available to the public. If you are requested to make a statement, you have the right to have a Company lawyer attend your statement at no cost to you.

A satisfactory accident or incident report will answer the following questions:

- ◆ What happened? The investigation report should begin by describing the accident, the injury sustained, the eyewitnesses, the date, the time and location of the incident and the date and time of the report. Remember, who, what, where, when and how are questions that this report must address.
- ◆ Why did the accident occur? The ultimate cause of the accident may not be known for several days after all the data are analyzed. However, if an obvious cause suggests itself, include your conclusions as a hypothesis at the time you give your information to the person in charge of the investigation.
- ◆ What should be done? Once a report determines the cause of the accident, it should suggest a method of avoiding future accidents of a similar character. This is a decision by the Responsible Safety Officer and the Project Supervisor, as well as top management. Once a solution has been adopted, it is everyone's responsibility to implement it.

# SAFETY PROGRAM

- ◆ What has been done? A follow up report will be issued after a reasonable amount of time to determine if the suggested solution
- ◆ was implemented, and if so, whether the likelihood of accident has been reduced.

## Company Report Forms

Attached, for use by Supervisors and employees involved in an accident, are report forms specifically to aid in the investigation of all accidents, incidents and injuries.

Additionally, there are forms to be use to evaluate specific conditions and for verifying safety training for each employee.

All forms may be duplicated, should be numbered sequentially and filled out as completely as possible. Forms shall be returned to Company Offices and the supervisor of the particular project. Any questions relating to these forms should be addressed to the "Designated Safety & Health Representative" (Jeff Woods), or your direct supervisor.

Revised 9/11

WOODS MAINTENANCE SERVICES INC



# Sample Employee Identification Card

# Write On, Right Off™ Screen Shots

## SmartPhone

A vertical smartphone screenshot of the "Report an Issue" form. The top bar is purple with the text "Report an Issue" and "AUTO-LOCATE LOGIN". The form includes:

- A text input field for "Your Name (Optional)".
- A text input field for "Your Email (Optional)".
- A dropdown menu for "Santa Monica".
- A text input field for "Graffiti Address".
- A question "Where is the Graffiti at this location?" followed by a "Location Details" section.
- A note: "You may (optionally) upload some images by touching these placeholders." followed by three blue image placeholder icons.
- A "Submit" button at the bottom.

The top status bar shows various icons and the time "8:43 AM".



# Write On, Right Off™ Screen Shots

## Web Application

11/11/2014 10:46 AM

11/11/2014 10:46 AM

Write On, Right Off™ CONTROL

Report Onoffs

Client Login

WMS  
Wood's Maintenance Service, INC.

11/11/2014 10:46 AM

11/11/2014 10:46 AM

CITY

ADDRESS

ADDRESS / ZIP CODE

IMAGES

**W S** WOODS  
MAINTENANCE  
SERVICES, INC.



**LOS ANGELES COUNTY  
GRAFFITI REMOVAL SERVICES  
DISTRICT 2 - EAST (2018-PA021)**

April 3, 2018

Woods Maintenance Services, Inc.  
7260 Atoll Avenue  
North Hollywood, California 91605  
(800) 794-7384

<http://www.graffiticontrol.com> [sales@graffiticontrol.com](mailto:sales@graffiticontrol.com)

SCHEDULE OF PRICES  
FOR  
GRAFFITI REMOVAL SERVICES DISTRICT 2 - EAST (2018-PA021)

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. 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	UNIT	UNIT PRICE	ESTIMATED NUMBER OF UNITS	ANNUAL PRICE (Unit Price X Estimated Number of Units)
Graffiti Removal Services (Exhibit A, Scope of Work)	Month	\$ 18,950.00	12	\$ 227,400.00
<b>TOTAL ANNUAL PROPOSED PRICE =</b>				<b>\$ 227,400.00</b>

LEGAL NAME OF PROPOSER Woods Maintenance Services, Inc.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL <i>Benny K. Woods</i>		
TITLE OF AUTHORIZED PERSON President		
DATE March 30, 2018	STATE CONTRACTOR'S LICENSE NUMBER 741322	LICENSE TYPE B; C33; C61/D38; C61/D49; C61/D63; C61/D52
PROPOSER'S ADDRESS:  7260 Atoll Avenue North Hollywood, CA 91605		
PHONE 818-764-2515	FACSIMILE 818-764-2516	E-MAIL request@graffiticontrol.com

SCHEDULE OF PRICES  
FOR  
GRAFFITI REMOVAL SERVICES DISTRICT 2 - EAST (2018-PA021)

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. 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.

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Graffiti Removal Services (Exhibit A, Scope of Work)	Month	\$ 18,950.00	12	\$ 227,400.00
<b>TOTAL ANNUAL PROPOSED PRICE = \$ 227,400.00</b>				

LEGAL NAME OF PROPOSER Woods Maintenance Services, Inc.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL <i>Berry K. Woods</i>		
TITLE OF AUTHORIZED PERSON President		
DATE March 30, 2018	STATE CONTRACTOR'S LICENSE NUMBER 741322	LICENSE TYPE B; C33; C61/D38; C61/D49; C61/D63; C61/D52
PROPOSER'S ADDRESS:  7260 Atoll Avenue North Hollywood, CA 91605		
PHONE 818-764-2515	FACSIMILE 818-764-2516	E-MAIL request@graffiticontrol.com

SCHEDULE OF PRICES  
FOR  
GRAFFITI REMOVAL SERVICES DISTRICT 2 - EAST (2018-PA021)

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. 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	UNIT	UNIT PRICE	ESTIMATED NUMBER OF UNITS	ANNUAL PRICE (Unit Price X Estimated Number of Units)
Graffiti Removal Services (Exhibit A, Scope of Work)	Month	\$ 18,950.00	12	\$ 227,400.00
<b>TOTAL ANNUAL PROPOSED PRICE =</b>				<b>\$ 227,400.00</b>

LEGAL NAME OF PROPOSER Woods Maintenance Services, Inc.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL <i>Barry K. Woods</i>		
TITLE OF AUTHORIZED PERSON President		
DATE March 30, 2018	STATE CONTRACTOR'S LICENSE NUMBER 741322	LICENSE TYPE B; C33; C61/D38; C61/D49; C61/D63; C61/D52
PROPOSER'S ADDRESS: 7260 Atoll Avenue North Hollywood, CA 91605		
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SCHEDULE OF PRICES  
FOR  
GRAFFITI REMOVAL SERVICES DISTRICT 2 - EAST (2018-PA021)

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. 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	UNIT	UNIT PRICE	ESTIMATED NUMBER OF UNITS	ANNUAL PRICE (Unit Price X Estimated Number of Units)
Graffiti Removal Services (Exhibit A, Scope of Work)	Month	\$ 18,950.00	12	\$ 227,400.00
<b>TOTAL ANNUAL PROPOSED PRICE =</b>				<b>\$ 227,400.00</b>

LEGAL NAME OF PROPOSER Woods Maintenance Services, Inc.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL <i>Benny K. Woods</i>		
TITLE OF AUTHORIZED PERSON President		
DATE March 30, 2018	STATE CONTRACTOR'S LICENSE NUMBER 741322	LICENSE TYPE B; C33; C61/D38; C61/D49; C61/D63; C61/D52
PROPOSER'S ADDRESS:  7260 Atoll Avenue North Hollywood, CA 91605		
PHONE 818-764-2515	FACSIMILE 818-764-2516	E-MAIL request@graffiticontrol.com

## SUMMARY SHEET OF SCHEDULE OF PRICES

FOR

## GRAFFITI REMOVAL SERVICES DISTRICT 2 - EAST (2018-PA021)

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. 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.

NOTE: Bidder must provide pricing for ALL contract terms including the 4th term. Any submitted bid that does not include pricing for all terms maybe rejected at the sole discretion of the County.

It is the responsibility of the Bidder to calculate the Proposal price to take into consideration a possible escalation of wages, materials, and other costs during the Contract period. The Board, County, Public Works, District(s), or Director make no representations regarding future costs or the rate of wages that may become necessary to pay employees of the Contractor for the work performed during the Contract period.

ITEM	TERMS	ANNUAL PRICE
1	GRAFFITI REMOVAL SERVICES DISTRICT 2 - EAST (Initial Term)	\$ 227,400.00
2	GRAFFITI REMOVAL SERVICES DISTRICT 2 - EAST (Option Year 1)	\$ 227,400.00
3	GRAFFITI REMOVAL SERVICES DISTRICT 2 - EAST (Option Year 2)	\$ 227,400.00
4	GRAFFITI REMOVAL SERVICES DISTRICT 2 - EAST (Option Year 3)	\$ 227,400.00
<b>TOTAL PRICE FOR YEARS 1 THROUGH 4</b>		\$ 909,600.00
<b>AVERAGE TOTAL PRICE FOR YEARS 1 THROUGH 4 (TOTAL PRICE FOR YEARS 1 THROUGH 4 ÷ 4 YEARS)</b>		\$ 227,400.00

LEGAL NAME OF PROPOSER Woods Maintenance Services, Inc.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL <i>Benny K. Woods</i>		
TITLE OF AUTHORIZED PERSON President		
DATE March 30, 2018	STATE CONTRACTOR'S LICENSE NUMBER (IF APPLICABLE) 741322	LICENSE TYPE (IF APPLICABLE) B, C33, C61/D38, C61/D49; C61/D63; C61/D52
PROPOSER'S ADDRESS: 7260 Atoll Avenue North Hollywood, CA 91605		
PHONE 818-764-2515	FACSIMILE 818-764-2516	E-MAIL request@graffiticontrol.com

County of Los Angeles  
Request for County's Preference Program Consideration and  
CBE Firm/Organization Information Form

**I. INSTRUCTIONS:** Businesses requesting preference consideration must complete and return this form for proper consideration of the proposal. Businesses may request consideration for one or more preference programs. Check all certifications that apply.\*

**I MEET ALL OF THE REQUIREMENTS AND REQUEST THIS PROPOSAL BE CONSIDERED FOR THE PREFERENCE PROGRAM(S) SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER ISSUED BY THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED.**

**Request for Local Small Business Enterprise (LSBE) Program Preference**

- Certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one (1) year; or
- Certified as a LSBE with other certifying agencies under DCBA's inclusion policy that has its principal place of business located in Los Angeles County and has revenues and employee sizes that meet the State's Department of General Services requirements; and
- Certified as a LSBE by the DCBA.

**Request for Social Enterprise (SE) Program Preference**

- A business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and
- Certified as a SE business by the DCBA.

**Request for Disabled Veterans Business Enterprise (DVBE) Program Preference**

- Certified by the State of California, or
- Certified by U.S. Department of Veterans Affairs as a DVBE; or
- Certified as a DVBE with other certifying agencies under DCBA's inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned small business by the Veterans Administration; and
- Certified as a DVBE by the DCBA.

**\*BUSINESS UNDERSTANDS THAT ONLY ONE OF THE ABOVE PREFERENCES WILL APPLY. IN NO INSTANCE SHALL ANY OF THE ABOVE LISTED PREFERENCE PROGRAMS PRICE OR SCORING PREFERENCE BE COMBINED WITH ANY OTHER COUNTY PROGRAM TO EXCEED FIFTEEN PERCENT (15%) IN RESPONSE TO ANY COUNTY SOLICITATION.**

**DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.**

DCBA certification is attached.

Name of Firm: Woods Maintenance Services, Inc.		County Webven No. 05696501	
Print Name: Barry K. Woods		Title: President	
Signature: <i>Barry K. Woods</i>		Date: March 30, 2018	
Reviewer's Signature			
	Approved	Disapproved	Date



**FORM PW-9.1 (SUPPLEMENTAL)**

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, Inc.

My County (WebVen) Vendor Number: 05696501

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 Proprietorship  Partnership  Corporation  Nonprofit  Franchise

Other (Please Specify):

Total Number of Employees (including owners): 79

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			10	2	62	
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	75%	0%	0%	0%	0%	50%
Women	0%	0%	0%	0%	0%	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. Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

**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: Barry K. Woods Title: President Date: March 30, 2018

GAIN and GROW EMPLOYMENT COMMITMENT

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: GAINGROW@dpss.lacounty.gov and BSERVICES@wdacs.lacounty.gov.

**Proposers unable to meet this requirement shall not be considered for contract award.**

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

\_\_\_\_\_ YES (subject to verification by County)        X   NO

B. Proposer is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

  X   YES      \_\_\_\_\_ NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

\_\_\_\_\_ YES      \_\_\_\_\_ NO        X   N/A (Program not available)

Signature <i>Benny K. Woods</i>	Title President
Firm Name Woods Maintenance Services, Inc.	Date March 30, 2018

**ZERO TOLERANCE HUMAN TRAFFICKING POLICY CERTIFICATION**

Company Name: Woods Maintenance Services, Inc.		
Company Address: 7260 Atoll Avenue		
City: North Hollywood	State: California	Zip Code: 91605
Telephone Number: 818-764-2515	Email Address: request@graffiticontrol.com	
Solicitation/Contract for <u>Graffiti Removal Services District 2 - East (2018-PA021)</u> Services		

**PROPOSER CERTIFICATION**

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Proposer acknowledges and certifies compliance with Exhibit B, Section 1.00, Compliance with County's Zero Tolerance Human Trafficking Policy, of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's Zero Tolerance Human Trafficking Policy may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

**I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.**

Print Name: Barry K. Woods	Title: President
Signature: <i>Barry K. Woods</i>	Date: March 30, 2018

**BIDDER'S COMPLIANCE WITH THE MINIMUM MANDATORY  
REQUIREMENTS OF THE IFB  
GRAFFITI REMOVAL SERVICES DISTRICT 2 - EAST (2018-PA021)**

**BIDDER MUST CHECK A BOX IN EACH SECTION**

Important Note: The information on this form is subject to verification.

At the time of Bids Submission, Bidder must meet the following minimum mandatory requirements:

1. Bidder must hold a valid and active C-33 State of California-issued Contractor's License.

Yes. Bidder possess a valid and active C-33 State of California-issued Contractor's License.

License No.	Name of the License Holder	Valid Dates	Page Number(s)*
741322	Woods Maintenance Services, Inc.	Expires 10/31/2019	See copy of license attached

\*List the page number in the bid containing a copy of the license.

No. Bidder **does not** possess a valid and active C-33 State of California-issued Contractor's License. **By checking this box, the Bid Submission will be immediately disqualified as nonresponsive.**

2. Bidder or its managing employee must have a minimum of three years of experience performing graffiti abatement services.

Yes. Bidder or its managing employee meets the experience requirement stated above.

Bidder's name	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience
Woods Maintenance Services, Inc. dba Graffiti Control Systems	1975	Graffiti Abatement - Various city and municipal agencies
	Current	

No. Bidder does not meet the experience requirement stated above

**Note: Bidder has to complete Section 2.2 of this form if the Minimum Mandatory Requirements, No. 2, of this IFB is being met by its managing employee.**

2.2. Bidder's Managing Employee must have a minimum of 3 years of experience performing graffiti abatement services.

Bidder's Managing Employee's Name	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience
Jeff Woods	Sept. 2003	Graffiti Abatement - Various city and municipal agencies
	Current	

No. Bidder or it's managing employee does not meet the experience requirement stated above. **By checking this box, the Bid Submission will be immediately disqualified as nonresponsive.**

3. Bidder must submit proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5. **Pending registrations will not be accepted.**

Yes. Bidder has submitted proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5

Name of Registration Holder	Registration No.	Registration Date	Expiration Date
Woods Maintenance Services, Inc.	1000003177	05/08/2017	06/30/2018

No. Bidder has NOT submitted proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration. **By checking this box, the Bid Submission will be immediately disqualified as nonresponsive.**

3.1 Prevailing Wage Payment Affirmation:

- Yes. Bidder has determined the appropriate prevailing wage classifications needed to perform the work requested and prevailing wage work shall be paid Prevailing Wages in compliance with the California Labor Code when conducting activities that are subject to prevailing wage. These rates must be included in Form LW-8, Cost Methodology.
- No. Bidder has not determined the appropriate prevailing wage classifications needed to perform the work requested and Bidder will not pay prevailing wages in compliance with the California Labor Code when conducting activities that are subject to prevailing wage. And/or the rates included in Form LW-8, Cost Methodology, do not demonstrate payment of prevailing wages for the work. **By checking this box, the Bid Submission will be immediately disqualified as nonresponsive.**

Bidder declares under penalty of perjury that the information stated above is true and accurate. Bidder further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this bid are made, the bid may be rejected at the sole discretion of the County.

Bidder's Name: Woods Maintenance Services, Inc.	
Authorized representative Name: Barry K. Woods	
Signature: <i>Barry K. Woods</i>	Date: March 30, 2018

## Living Wage Rate Annual Adjustments

The Living Wage Ordinance is applicable to Proposition A and cafeteria services contracts. Employers shall pay employees a Living Wage for their services provided to the county of no less than the hourly rates and effective dates as follows:

Effective Date	Hourly Rate
March 1, 2016	\$13.25
January 1, 2017	\$14.25
January 1, 2018	\$15.00
January 1, 2019	\$15.79

Effective January 1, 2020, the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

The Chief Executive Office (CEO) will issue a memo advising departments of the CPI to be used when determining the Living Wage rate effective January 1, 2020, and every year thereafter.

### Instructions to complete PW-2s, Schedule of Prices and LW-8s, Cost Methodology

The Contract's terms and the anniversary of the Living Wage rate increases are not the same dates. For example, the Contract may start from October 1, 2017, and will end September 30, 2018, which covers two different rates of Living Wage.

This means in the same Contract term, for example, the first option term, contractor must adhere to two different rates of Living Wage.

Each Contract term has its own Form PW-2 and Form LW-8.

**Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATE IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE.**

For example, contractor's term cover from October 1, 2017 to December 31, 2017, the Living Wage rate is \$14.25 and from January 1, 2018 to August 31, 2018, the Living Wage rate is \$15.00, therefore; the Contractor's LW-8 for this period must be \$15.00 or higher or Contractor's LW-8 clearly shows the two rates during those periods.

Each Contract term proposed prices indicated in Form PW-2, Schedule of Prices, must be equal to each Form LW-8.

FORM LW-4.1 (SUPPLEMENTAL)

COUNTY OF LOS ANGELES

ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE FOR LIVING WAGE ORDINANCE AND CONTRACTOR NONRESPONSIBILITY DEBARMENT

The undersigned individual is the owner or authorized agent (Agent) of the business entity or organization ("Firm") identified below and makes the following statements on behalf of his or her Firm.

The Agent is required to check each of the following two boxes:

LIVING WAGE ORDINANCE:

The Agent has read the County's Living Wage Ordinance (Los Angeles County Code, Section 2.201.010 through 2.201.100), and understands that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

The Agent has read the County's Determinations of Contractor Nonresponsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understands 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 an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of the proposal; OR

The Firm HAS been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of this 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 three (3) 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 three (3) years of the date of the proposal that the Firm committed a Labor Law/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 (10) years; OR

The Firm HAS been debarred by a public entity within the past ten (10) years. Provide the pertinent information (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) on the attached Labor/Payroll/Debarment History form.

I declare under penalty of perjury under the laws of the State of California that the above is true, complete and correct.

Owner's/Agent's Authorized Signature		Print Name and Title	Barry K. Woods - President
Print Name of Firm	Woods Maintenance Services, Inc.	Date	March 30, 2018



FORM LW-7.1 (SUPPLEMENTAL)

PROPOSER'S EMPLOYEE BENEFITS

Proposer: Woods Maintenance Services, Inc.

Name of Proposer's Health Plan: Anthem Blue Cross Date: March 16, 2018

Medical Insurance/Health Plan:

Employer Pays \$ 0.00 Employee Pays \$ 293.54 Total Mo. Premium \$ 293.54

Based on Prevailing Wage, the Health portion covers their medical.

Annual Deductible  
Employee \$ 0.00 Family \$ 0.00

Coverage (✓)

- Hospital Care (In Patient  Out Patient )
- X-Ray and Laboratory
- Surgery
- Office Visits
- Pharmacy
- Maternity
- Mental Health/Chemical Dependency, In Patient
- Mental Health/Chemical Dependency, Out Patient

Dental Insurance:

Employer Pays \$ N/A Employee Pays \$ 100% Total Mo. Premium \$ Varies

Life Insurance:

Employer Pays \$ 2.85 Employee Pays \$ N/A Total Mo. Premium \$ 34.20

Vacation:

Number of Days 0 and

Any increase after 10 years of employment, number of days or hours 5 days

Sick Leave:

Number of Days 6 and

Any increase after N/A years of employment, number of days or hours N/A

Holidays:

Number of Days 12 per year

Retirement:

Employer Pays \$ N/A Employee Pays \$ N/A Total Premium \$ N/A











LOS ANGELES COUNTY  
**CONSUMER &  
BUSINESS AFFAIRS**

Brian J. Stiger  
Director

Los Angeles County  
Board of Supervisors  
Hilda L. Solis  
Mark Ridley-Thomas  
Sheila Kuehl  
Janice Hahn  
Kathryn Barger

April 17, 2017

WOODS MAINTENANCE SERVICES INC  
7260 Atoll Avenue  
North Hollywood, CA 91605

Vendor #: 056965  
Certification Record #: 7970

CERTIFICATION LETTER FOR NON-FEDERALLY FUNDED COUNTY SOLICITATIONS

Dear WOODS MAINTENANCE SERVICES, INC:

Congratulations! Your business is now certified as a Local Small Business Enterprise (LSBE) with the County of Los Angeles effective as of the date of this letter. Your LSBE certification expiration date is based on your State of California Department of General Services' (DGS) small business certification. Your certification expires on February 28, 2019.

Your business is eligible for LSBE preference consideration in those County of Los Angeles solicitations which include the "Request for Preference Consideration" form. You must complete the form and provide your Vendor Number in your bid/proposal along with a copy of this approval letter for each response to receive the preference.

Additionally, the Board of Supervisors established a "Countywide Small Business Payment Liaison and Prompt Pay Program". As a certified LSBE, your company is now eligible for a 15-day prompt payment. Please call the Small Business Services office at 855-230-6430 or send an email to [cbesbe@dcbalacounty.gov](mailto:cbesbe@dcbalacounty.gov) to request your free Prompt Payment Stamp and instructions.

The County of Los Angeles Department of Consumer and Business Affairs reserves the right to request additional information and/or conduct an on-site visit to verify your company's eligibility for the program. Please contact our office immediately if your business experiences any changes that could affect eligibility during the certification period.

Again, congratulations on your certification. If you have any questions about our LSBE Program, please call us at 323-881-3964, visit our website at <http://dcbalacounty.gov> or email us at [cbesbe@dcbalacounty.gov](mailto:cbesbe@dcbalacounty.gov).

Sincerely,

BRIAN J. STIGER  
DIRECTOR

SABRA PURIFOY  
Program Chief, Small Business Services  
BJS:SP



500 W Temple St. Room B-96 • Los Angeles, CA 90012-2706 • toll-free 800.593.8222 • phone 213.974.1452 • fax 213.687.1137

[dcbalacounty.gov](http://dcbalacounty.gov)

Legal Name	Registration Number	County	City	License Type/Number(s)	Current Status	Registration Date	Expiration Date
WOODS MAINTENANCE SERVICES, INC.	1000003177	LOS ANGELES	NORTH HOLLYWOOD	CSLB:745689 CSLB:741322	Active	05/08/2017	06/30/2018

# ACTIVE AND CURRENT CONTRACTOR LICENSES



CONTRACTORS  
STATE LICENSE BOARD  
ACTIVE LICENSE



License Number **741322**

Entity **CORP**

Business Name **WOODS MAINTENANCE SERVICES  
INC DBA GRAFFITI CONTROL  
SYSTEMS**

Classifications **C61/D62 C33 C61/D38 B C61/D31  
HAZ C61/D63 C61/D49 C27**



Expiration Date **10/31/2019**

[www.csbsca.gov](http://www.csbsca.gov)