COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

DONALD L. WOLFE, Director

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

May 18, 2006

IN REPLY PLEASE
REFER TO FILE: AS-0

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

Dear Supervisors:

FLORENCE AREA ENHANCED MAINTENANCE SERVICE
SUPERVISORIAL DISTRICTS 1 AND 2
3 VOTES

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the contract work is exempt from the provisions of the California Environmental Quality Act (CEQA).

2. Find that this service can be more economically performed by an independent contractor than by County employees.

3. Award the contract for the Florence Area Enhanced Maintenance Service in the annual sum of $246,000 to Woods Maintenance Services, Inc., d.b.a. Hydro Pressure Systems, located in North Hollywood, California. This contract will be for a period of one year commencing on July 1, 2006, with two 1-year renewal options, not to exceed a total contract period of three years. Funds are available in Public Works' 2006-07 Road Fund budget.

4. Delegate authority to the Director of Public Works to expend an additional 10 percent of the annual contract sum for unforeseen additional work within the scope of the contract, if required.

5. Authorize the Director to renew this contract for each additional renewal option, if, in the opinion of the Director, renewal is warranted; to grant

month-to-month extensions in the final contract term not exceeding a total of six months, for the convenience of the County; to terminate it, if, in the opinion of the Director, it is in the best interest of the County to do so; and to execute any future Board-approved amendments.

6. Instruct the Mayor to execute this contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to continue contracting for the Florence Area Enhanced Maintenance Service. This contract provides enhanced maintenance service to maintain the area along East Florence Avenue in Supervisorial Districts 1 and 2, within the unincorporated County. The work to be performed will consist of the removal of consumer-generated trash and litter, gum and grease on the sidewalks, and the steam cleaning of public sidewalks within the road rights of way. The maintenance services provided in this contract will enhance the public's desire to shop with the local merchants. Public Works has contracted for this service since January 2003.

Implementation of Strategic Plan Goals

The award of this contract is consistent with the County Strategic Plan Goals of Service Excellence, Organizational Effectiveness, and Fiscal Responsibility as the contractor has the specialized expertise to provide this service accurately, efficiently, timely, and in a responsive, and cost-effective manner.

FISCAL IMPACT/FINANCING

The contract is for an annual amount not to exceed $246,000, plus 10 percent for unforeseen, additional work that may be from the extra work required during the holidays. This contract will commence on July 1, 2006, for a period of one year. With the Board's delegated authority, the Director may renew this contract for a total contract period not to exceed three years.

Financing for this service is included in Public Works' 2006-07 Road Fund budget. Total annual expenditures for this service, however, will not exceed the contract amount approved by your Board. There will be no impact on net County cost.

Using methodology approved by the Auditor-Controller, Public Works has calculated the cost-effectiveness of contracting for this service. Based on the cost calculations,

Public Works has determined that this service can be more economically performed by an independent contractor than by County employees.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contract, which is enclosed as Enclosure A, has been executed by the contractor and approved as to form by County Counsel.

Public Works has determined that the contractor complies with the requirements of the Living Wage Program (Los Angeles County Code Chapter 2.201) and agrees to pay its full-time employees providing County services a living wage.

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

ENVIRONMENTAL DOCUMENTATION

This service is categorically exempt from the CEQA as specified in Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, Synopsis 57.

CONTRACTING PROCESS

On February 27, 2006, Public Works solicited proposals from 474 independent contractors and community business enterprises to accomplish this work. A notice of the Request for Proposals (RFP) was not placed on the County's bid website due to an isolated internal oversight during the solicitation process. We have incorporated additional steps internally to eliminate future recurrence of this oversight. Notice of the RFP was advertised in the Los Angeles Times.

Pursuant to the Memorandum of Understanding, the RFP of this contracted service was submitted on February 23, 2006, to the union for review before being released to the public. The union declined to meet with Public Works.

On April 3, 2006, six proposals were received. The proposals were first reviewed to ensure they met the mandatory requirements outlined in the RFP. Two proposals were determined to be nonresponsive for failure to provide the required State contractor's license as required in the RFP. The remaining proposals, having met these requirements, were then evaluated by an evaluation committee consisting of

Public Works staff. The committee's evaluation was based on criteria described in the RFP, which included price, experience, staffing plan, financial resources, references, equipment, and labor-payroll record keeping. Based on this evaluation, it is recommended that this contract be awarded to the most responsive and responsible proposer, Woods Maintenance Services, Inc., d.b.a. Hydro Pressure Systems, located in North Hollywood, California.

Enclosure B reflects the proposers' minority participation. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

This contract contains terms and conditions supporting Board-sponsored policies such as contractor responsibility and debarment (revised), jury service requirements, the Safely Surrendered Baby Law, and charitable activities compliance.

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

As requested by your Board, the contractor has submitted a safety record which, in our opinion, reflects that activities conducted by the contractor in the past have been according to reasonable standards of safety.

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees, as this service is presently contracted with the private sector.

CONCLUSION

Enclosed are three copies of the Agreement. Upon approval, please return the Contractor Execute and Department Conform copies to this office. The original Board Execute copy should be retained for your files.

One adopted copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE
Director of Public Works

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Enc. 3

cc: Chief Administrative Office
County Counsel

BOARD EXECUTE

AGREEMENT FOR
FLORENCE AREA ENHANCED MAINTENANCE SERVICE

THIS AGREEMENT, made and entered into this ____ day of _____, 2006, 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., d.b.a. Hydro Pressure Systems, a California corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal submitted to the COUNTY on April 3, 2006, hereby agrees to provide services as described in the attached specifications for the Florence Area Enhanced Maintenance Service, including, but not limited to, Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, SD1 Florence Area Clean-Up Project (Work Location 1); Exhibit F, SD2 Florence Area Clean-Up Project (Work Location 2); Exhibit G, Performance Requirements Summary; and the CONTRACTOR'S Proposal, all attached hereto, Request for Proposals and Addenda to the Request for Proposals, which are all incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute an integral part of the Contract documents.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed $246,000 per year (Maximum Contract Sum), or such greater amount as the Board may approve.

FOURTH: This Contract's initial term shall be for a period of one year commencing on July 1, 2006. At the discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of three years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term. In addition, upon notice of at least 30 days, the Director may extend the final contract term on a month-to-month basis, not to exceed a total of six months, for the convenience of the COUNTY.

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

SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed invoice. Each invoice shall be in triplicate (original and two copies). Each invoice shall clearly indicate this contract number and 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 authorized 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. CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

TENTH: No cost-of-living adjustments shall be granted for the optional renewal periods.

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

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

THIRTEENTH: This Contract constitutes the entire AGREEMENT between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.
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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Mayor of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Michael D. Antonovich
Mayor, Los Angeles County

ATTEST:

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

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

WOODS MAINTENANCE SERVICES, INC., d.b.a. HYDRO PRESSURE SYSTEMS

By _____
Its President

BARRY K WOODS
Type or Print Name

By _____
Its Secretary

Diane W. Woods
Type or Print Name

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ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA
County of LOS ANGELES }

On MAY 11, 2006 before me DORIS J. LEMAIRE, NOTARY PUBLIC
NAME, TITLE OF OFFICE - e.g. "Jane Doe Notary Public"

personally appeared DIANE W WOODS AND BARRY K WOODS
NAME(S) OF SIGNER(S)

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

Witness my hand and official seal.

Doris J. Lemaire
SIGNATURE OF NOTARY

DORIS J. LEMAIRE
Comm.# 1591148
NOTARY PUBLIC-CALIFORNIA
Los Angeles County
My Comm. Expires June 26, 2009

CAPACITY CLAIMED BY SIGNER(S)
- ☐ INDIVIDUAL(S)
- ☐ CORPORATE OFFICER(S)

_____, AND
_____
TITLE(S)
- ☐ PARTNER(S)
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GARDIAN/CONSERVATOR
- ☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

_____
_____
_____

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Title or Type of Document _____

Number of Pages _____ Date of Document _____

Signer(s) Other Than Named Above _____

14-0072 DPW Rev. 6/02

ENCLOSURE B

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

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

FIRM NAME:	WOODS MAINTENANCE SERVICES, INC.
My County (WebVen) Vendor Number:	0569650 1

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

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

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

Business Structure:	☐ Sole	☐ Partnership	☒ Corporation	☐ Nonprofit	☐ Franchise
☐ Other (Please Specify):					
Total Number of Employees (including owners):	83				

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			23	4	47	3
Asian or Pacific Islander						
American Indian					1	
Filipino					2	
White	1	1				

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

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	50 %
Women	%	%	%	%	%	50 %

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

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

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

Authorized Signature:	Title:	Date:
[signature]	PRESIDENT	3/27/06

Agreement

BY AND BETWEEN

THE COUNTY OF LOS ANGELES,
DEPARTMENT OF PUBLIC WORKS

AND

WOODS MAINTENANCE SERVICES, INC.
dba HYDRO PRESSURE SYSTEMS

FOR

FLORENCE AREA ENHANCED MAINTENANCE SERVICE

TABLE OF CONTENTS

AGREEMENT FOR FLORENCE AREA
ENHANCED MAINTENANCE SERIVCE

			PAGE
AGREEMENT			1-3
EXHIBIT A	**Scope of Work**		A.1-8
EXHIBIT B	**Service Contract General Requirements**		
Section 1	Interpretation of Contract		
	A.	Headings	B.1
	B.	Definitions	B.1
	C.	Ambiguities or Discrepancies	B.2
Section 2	Standard Terms and Conditions Pertaining to Contract Administration		
	A.	Assurance of Compliance with Civil Rights Laws	B.3
	B.	Conflict of Interest	B.3
	C.	Consideration of Hiring County Employees Targeted for Layoffs	B.3
	D.	Consideration of Hiring GAIN/GROW Employees	B.3
	E.	Contractor's Acknowledgment of County's Commitment to Child Support Enforcement	B.4
	F.	Contractor's Warranty of Adherence to County's Child Support Compliance Program	B.4
	G.	County Lobbyists	B.4
	H.	Nondiscrimination in Employment	B.4
	I.	County's Quality Assurance Plan	B.6
	J.	Notice to Employees Regarding the Federal Earned Income Credit	B.6
	K.	Recycled-Content Paper Products	B.6
	L.	Publicity	B.6
	M.	Termination for Improper Consideration	B.7
	N.	Warranty Against Contingent Fees	B.7
	O.	Compliance with Applicable Laws	B.8
	P.	Legal Status of Contractor's Personnel at Facility	B.8
	Q.	No Payment for Services Following Expiration or Termination of Contract	B.8
	R.	Limitation of the County's Obligation Due to Non-appropriation of Funds	B.9
	S.	Gratuitous Work	B.9
	T.	Assignment by Contractor	B.9
	U.	Subcontracting	B.10
	V.	Governing Laws	B.10
	W.	Notice of Delay	B.10
	X.	Record Retention and Inspection/Audit Settlement	B.11
	Y.	Validity	B.12
	Z.	Waiver	B.13
	AA.	Default and Termination	B.13
	BB.	Notification	B.15

CC. Changes and Amendments of Terms..... B.16
DD. Confidentiality..... B.17
EE. Contractor's Charitable Activities Compliance..... B.17

Section 3 General Conditions of Contract Work
A. Labor..... B.18
B. Public Convenience..... B.18
C. Cooperation..... B.18
D. Care and Protection of Facilities..... B.18
E. Equipment, Labor, Supervision, and Materials..... B.18
F. Permits/Licenses..... B.18
G. Quality of Work..... B.18
H. Quantities of Work..... B.19
I. Cooperation and Collateral Work..... B.19
J. Authority of Public Works and Inspection..... B.19
K. Safety Requirements..... B.19
L. Public Safety..... B.19
M. Work Area Controls..... B.19
N. Transportation..... B.20
O. Storage of Materials and Equipment..... B.20
P. Jobsite Safety..... B.20
Q. Labor Law Compliance..... B.20
R. Overtime..... B.20
S. Prohibition Against Use of Child Labor..... B.20

Section 4 Indemnification and Insurance Requirements
A. Independent Contractor Status..... B.22
B. Indemnification..... B.22
C. Workplace Safety Indemnification..... B.22
D. General Insurance Requirements..... B.23
E. Compensation for County Costs..... B.24
F. Insurance Coverage Requirements for Subcontractors..... B.24
G. Insurance Coverage Requirements..... B.25

Section 5 Contractor Responsibility and Debarment..... B.27

Section 6 Contractor Employee Jury Service Program
A. Contract Subject to Jury Service Program..... B.29
B. Written Employee Jury Service Policy..... B.29

Section 7 Local Small Business Enterprise Preference Program..... B.31

Section 8 Safely Surrendered Baby Law Program
A. Notice to Employees Regarding the Safely Surrendered Baby Law.. B.32
B. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law..... B.32

Section 9 Compliance with Living Wage Program
A. Living Wage Program..... B.33
B. Payment of Living Wage Rates..... B.33
C. Contractor's Submittal of Certified Monitoring Reports..... B.35
D. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violation and Claims..... B.35
E. County Auditing of Contractor Records..... B.35

F. Notifications to Employees..... B.36
G. Enforcement and Remedies..... B.36
H. Use of Full-Time Employees..... B.38
I. Contractor Retaliation Prohibited..... B.38
J. Contractor Standards..... B.38
K. Neutrality in Labor Relations..... B.38

EXHIBIT C Internal Revenue Service Notice 1015
EXHIBIT D Safely Surrendered Baby Law Posters
EXHIBIT E Map – SD1 Florence Area Clean Up Project (Work Location 1)
EXHIBIT F Map – SD2 Florence Area Clean Up Project (Work Location 2)
EXHIBIT G Performance Requirements Summary

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SCOPE OF WORK

FLORENCE AREA ENHANCED MAINTENANCE SERVICE

A. Public Works Contract Manager

Public Works Contract Manager will be Mr. Ricardo Gordillo of Road Maintenance Division, who may be contacted at (562) 869-1176, e-mail address: rgordill@ladpw.org, Monday through Friday, 7 a.m. to 4 p.m. The Contract Manager is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change Contract Manager. The Contractor will be notified in writing when there is a change in Contract Manager.

B. Work Locations

1. Work Location 1

Work Location 1 for this service will be within Supervisorial District 1 and shall include all of the area within public right of way on East Florence Avenue from the street centerline to the North right of way boundary between East Compton Avenue and Wilson Avenue; all of the area within public right of way along East Florence Avenue from the street centerline to the South right of way boundary between the Metro Rail tracks (just East of Compton Avenue) and Mountain View Avenue; all of the area within public right of way on Pacific Boulevard from East Florence Avenue to the City boundary line; all of the area within public right of way on Walnut Street from 150 feet west of Pacific Boulevard to 150 feet east of Pacific Boulevard; and all of the area within public right of way on Seville Avenue from East Florence Avenue to the City boundary line (see Exhibit E).

2. Work Location 2

Work Location 2 for this service will be within Supervisorial District 2 and shall include all of the area within public right of way on East Slauson Avenue from the street centerline to the South right of way boundary between South Central Avenue and East Compton Avenue; all of the area within public right of way on East Gage Avenue, East Florence Avenue, and Nadeau Street between South Central Avenue and Compton Avenue; all of the area within public right of way on East Florence from the centerline to the South right of way boundary between Compton Avenue and the Metro Rail tracks (just East of Compton Avenue; all of the area within public right of way on South Central Avenue from the street centerline to the East right of way boundary between East Gage Avenue and East Florence Avenue; all of

the area within public right of way on East Compton Avenue between East Florence Avenue and Nadeau Street; all of the area within public right of way on East Compton Avenue from the street centerline to the West right of way boundary between East Florence Avenue and East 71st Street; all of the area within public right of way on Firestone Boulevard between South Central Avenue and the Metro Blue Line; all of the area within public right of way on Hooper Avenue between East Slauson Avenue and East Florence Avenue; and all of the area within public right of way on East Compton Avenue between East Florence Avenue and Nadeau Avenue (see Exhibit F).

C. Work Description – General Statement

1. This service shall be directed at the removal of consumer-generated trash and litter, gum and grease on the sidewalks, and the steam cleaning of public sidewalks within the road rights of way. The Contractor shall maintain the Service Areas in a clean state to enhance the public's desire to shop with the local merchants. This service does not target the removal of trash and litter, which is generated in the normal course of business of the commercial properties in the Service Area.

2. Should an inconsistency be determined between the Work Description and the Performance Requirement Summary (Exhibit G), the higher service level in the judgment of Public Works shall prevail.

3. The Contractor shall be available at all reasonable times to report to and confer with the Contract Manager with respect to these enhanced maintenance services. Minimally, Contractor shall provide a telephone answering service and facsimile, within the County, from 8 a.m. to 5 p.m., Monday through Friday, except on legal holidays, to receive instructions, information, complaints, etc., from the Contract Manager and/or the local merchants. Contractor's telephone answering service and facsimile location shall have the capacity to timely contact Contractor's on-site supervisor to relay any instructions, information, complaints, etc. Contractor's telephone answering service shall also have the ability to speak and understand both Spanish and English. Contractor's on-site supervisor shall have a thorough knowledge of the needs of Service Area, these Specifications, Terms, Conditions, and Requirements and must speak and understand both Spanish and English.

4. The Contractor shall perform the enhanced maintenance activities summarized below:

   a. Sweep, clean, and remove pedestrian litter from sidewalks, curbs, and gutters, including, but not limited to, public tree wells and street furniture (e.g., benches, planters, etc.).

b. Sweep, clean, and remove litter and weeds within the Service Area.

c. Provide the enhanced maintenance services according to the frequency and location as further outlined in Exhibit A, Scope of Work, Section E, Frequency and Workload.

d. Provide all necessary workers, supervisors, material supplies, equipment, and any other necessary items required to perform enhanced maintenance services within the Service Area.

e. Abate all complaints received from the merchants and/or the Contract Manager related to these enhanced maintenance services as soon as possible, but in all cases within 48 hours to the satisfaction of the Contract Manager. If a complaint cannot be abated within 48 hours, the Contractor is to immediately provide written notification to the Contract Manager the reason(s) for not abating the complaint within 48 hours. Complaints received on last work day of the week are to be abated by the end of the second work day following the Contractor's receipt of the complaint.

f. Provide a 3-cubic-yard bin and provide for the collection of trash.

D. Frequency and Workload

1. Frequency

Work Location 1

Task	Service	Location	Cycle
Remove pedestrian litter, weeds, etc., at sidewalks, curbs, gutters, planters, etc.	1A: Sweep and remove trash, weeds, etc.	1A: Service limits. Along Pacific Blvd. and Seville Ave., only those areas around the bus shelters and trash receptacles.	1A: Every day.*
Remove gum and grime on sidewalk.	1C: Water blast sidewalks. Use high pressure steam cleaning for follow-up cleaning.	1C: Service limits.	1C: Once per week.

*All trash receptacles will be emptied by the County's Garbage Disposal District Contractor.

Work Location 2

Task	Service	Location	Cycle
Remove pedestrian litter, weeds, etc., at sidewalks, curbs, gutters, planters, etc.	2A: Sweep and remove trash, weeds, etc.	2A: Service limits.	2A: Every day.*
Remove gum and grime on sidewalk.	2C: Water blast sidewalks. Use high pressure steam cleaning for follow-up cleaning.	2C: Service limits.	2C: Once per week.

*All trash receptacles will be emptied by the County's Garbage Disposal District Contractor.

2. Workload Estimates

Work Location 1 *

Indicator	Unit	Annually
Sidewalks cleaned with water	sq ft	6,900,000
Rubbish removed from Service Area	tons	51

Work Location 2 *

Indicator	Unit	Annually
Sidewalks cleaned with water	sq ft	10,000,000
Rubbish removed from Service Area	tons	71

3. Quantities within Service Area

Work Location 1 *

Item	Quantity
Number of Poles	225 poles
Area of sidewalk	265,000 sq ft
Number of bus shelters and benches	17 benches

Work Location 2 *

Item	Quantity
Number of Poles	403 poles
Area of sidewalk	385,000 sq ft
Number of bus shelters and benches	19 benches

*Workload and quantity figures for Work Location 1 and Work Location 2 may be more or less than indicated.

E. Record Maintenance

The Contractor shall, as a minimum, maintain and submit to The Contract Manager monthly workload statistics for those workload indicators outlined in Exhibit A, Scope of Work, Section E, Frequency and Workload. The Contract Manager may request additional workload statistics during the term of this Contract.

F. Hours and Days of Service

Hours of services shall be primarily from 7 a.m. to 5 p.m., Monday through Friday, each week, except legal holidays, at which time the service shall be done before or after such holiday. Work hours may be altered, when necessary, with the approval of the Contract Manager.

G. Utilities

The County will not provide utilities.

H. Storage Facilities

The County will not provide storage facilities for the Contractor.

I. Removal of Debris

All debris derived from the maintenance enhancement services specified herein shall be removed from the Service Area and legally disposed of at the Contractor's expense. Litter and debris shall not be placed into the trash receptacles located within the Service limits. The Contractor shall not allow any debris from its operations under this Contract to be deposited into the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System.

J. Special Safety Requirements

All Contractor operators shall be expected to observe all applicable State of California Occupational Safety and Health Administration (Cal/OSHA) and Public Works' safety requirements while at the Service Area. Hard hats will 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 shall supply rotating lights for their trucks/vans working on this Contract. The Contractor shall supply their personnel with safety equipment, such as glasses, gloves, respirators, etc.

K. Safety Standards

All of the Contractor's personnel shall be obligated to adhere to the following quality control and safety standards while performing these requested enhanced maintenance services:

1. The Contractor's personnel shall wear uniforms acceptable to the County. Gang attire, gang affiliation symbols, loose clothing, etc., shall not be permitted.

2. All of the Contractor's personnel shall wear proper footwear. No sandals, thongs, etc., shall be allowed.

3. Safety vests shall always be worn by those providing these enhanced maintenance services. Safety goggles shall be worn by anyone operating water-blasting equipment. Only trained personnel shall be allowed to operate the water-blasting equipment.

4. Should any portion of a street/alley be required to be blocked off to perform these enhanced maintenance services, the Contractor shall use Public Works approved barricades and 24-inch cones. However, the street/alley shall not be closed off.

5. Use of drugs or alcohol while performing these enhanced maintenance/graffiti removal services is prohibited. Use of drugs or alcohol shall be cause for the County to direct the Contractor to remove the employee from this Service.

6. Horseplay, shoving, pushing, etc., shall not be allowed.

L. Maps

Supervisorial District 1 – Florence Area work location 1 (see Exhibit E)
Supervisorial District 2 – Florence Area work location 2 (see Exhibit F)

M. Responsibilities of Public Works

The County will determine the need for, and provide, jobsite inspection. Public Works Road Maintenance Division – Road Maintenance District 4 will make regular inspections and verify that the requested work has been completed according to these Specifications before monthly payment will be authorized. In accordance with Exhibit G, Performance Requirement Summary, payment will be

withheld if Specifications, Requirements, Terms, and/or Conditions of this Contract are not met by the Contractor.

N. Service Safety Official

The Contractor shall designate in writing a Service Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. The Contractor's Service 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 Service 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.

O. Liquidated Damages

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

2. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:

   a. All of the time limits and acts required to be done by both parties are of the essence of the Contract;

   b. The parties are both experienced in the performance of the Contract work;

   c. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the Proposal price;

d. The parties are not under any compulsion to contract;

e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of the Contract;

f. It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and

g. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.

3. The Contractor shall pay Public Works, or Public Works may withhold from monies due the Contractor, liquidated damages as indicated in Exhibit G, Performance Requirements Summary.

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SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. 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.

B. Definitions

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

Board. The Board of Supervisors of the 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 shall include the Specifications, together with any special provisions thereof. 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, partnership, joint venture, corporation or other entity who has entered into an agreement with the County to perform or execute the work covered by these Specifications.

Contract Work or Work. The entire contemplated work of construction, maintenance, repair to be performed, and services rendered as prescribed in the Specifications and covered by 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.

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 their authorized representative(s).

District. Los Angeles County Flood Control District.

Proposal. The written instrument which a Contractor submitted in conformance with the solicitation document (Request for Proposals).

Proposer. Any individual, firm, or corporation submitting a priced Proposal for the work, acting directly or through a duly authorized representative.

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

Solicitation. Request for Proposals 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 to employ a Subcontractor; to employ or agree to employ a Subcontractor.

Subcontractor. Persons, companies, corporations, or other entities furnishing supplies, services of any nature, equipment, or materials to the Contractor, at any tier under oral or written agreement.

C. 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.

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Assurance of Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e(17), to the end that no person shall, on the grounds of race, creed, color, sex, gender, national origin, 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. The Contractor shall comply with its EEO Certification.

B. Conflict of Interest

1. The Contractor represents and warrants that no County employee whose position in the County enables him/her to influence the award of this Contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein or does or shall have any direct or indirect financial interest in this Contract.

2. The 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. The Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

C. Consideration of Hiring County Employees Targeted for Layoffs

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the 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.

D. Consideration of Hiring GAIN/GROW Employees

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration

shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by category to the Contractor.

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

Contractor acknowledges that the 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 the Contractor with the poster to be used.

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

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

As required by the County's Child Support Compliance Program (County Code Chapter 2.200), and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the 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 653) and California Unemployment Insurance Code Section 1088.5, and shall implement 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).

G. County Lobbyists

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

H. Nondiscrimination in Employment

1. The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated

equally by it without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all Federal and State antidiscrimination laws and regulations.

2. The Contractor shall certify to, and comply with, the provisions of the Contractor's EEO Certification (Form PW-7).

3. The 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 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. The 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. The 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 Contact.

6. The Contractor shall allow the County representative access to its employment records during regular business hours to verify compliance with the provisions of this Section when so requested by the County.

7. If the County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the 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 the Contractor has violated State or Federal antidiscrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the antidiscrimination provisions of this Contract.

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

I. County's Quality Assurance Plan

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms 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 the County and the Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

J. Notice to Employees Regarding the Federal Earned Income Credit

The 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).

K. Recycled-Content Paper Products

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

L. Publicity

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

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

   b. During the course of performance of this Contract, the Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions,

or feature articles using the name of the County without the prior written consent of the Chief Administrative Officer and County Counsel. The County shall not unreasonably withhold written consent and approval by the County may be assured in the event no adverse comments are received in writing within two weeks after submittal.

c. The Contractor may, without prior written permission of the County, indicate in its proposals and sales materials that it has been awarded a Contract to provide these services, provided that the requirements of this Article shall apply.

M. Termination for Improper Consideration

1. County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the 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 the Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue that same remedies against the Contractor as it could pursue in the event of default by the Contractor.

2. The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 554-6861. Such fraud may also be reported via e-mail to fraud@auditor.co.la.ca.us and by mail to Los Angeles County Fraud Hotline, 1000 South Fremont Avenue, Unit 51, Alhambra, California 91803-4737.

3. Among other items, such improper consideration may take the form of cash; discounts; services; the provision of travel, entertainment, or tangible gifts.

N. Warranty Against Contingent Fees

1. The 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 the Contractor for the purpose of securing business.

2. For breach or violation of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from this Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

O. Compliance with Applicable Laws

1. Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, directives, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.

2. Contractor shall indemnify and hold the County harmless from and against any and all liability costs, damages, expenses including, but not limited to, defense costs and attorney's fees arising from any violation on the part of the Contractor, its employees, agents, or subcontractors of any such laws, rules, regulations, directives, or ordinances.

P. Legal Status of Contractor's Personnel at Facility

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

Q. No Payment for Services Following Expiration or Termination of Contract

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

R. Limitation of the County's Obligation Due to Non-appropriation of Funds

1. The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract.

2. All funds for payments after June 30 of the current fiscal year are subject to the County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.

3. In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the affected equipment and/or work shall be terminated as of June 30 of the then current fiscal year. The County shall notify the Contractor in writing of such nonallocation at the earliest possible date.

S. Gratuitous Work

The Contractor agrees that should work be performed outside the Scope of Work indicated and without Public Works' prior written approval in accordance with Exhibit B, Section 2.CC, Changes and Amendments of Terms, such work shall be deemed to be a gratuitous effort by the Contractor, and the Contractor shall have no claim, therefore, against the County.

T. Assignment by Contractor

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 the 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 the parties. 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 the Contractor may have against the County.

2. Shareholders, partners, members, or other equity holders of the 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 the 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 the County in accordance with applicable provisions of this Contract.

3. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same

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

U. Subcontracting

1. No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the Director, at the Director's sole and absolute discretion. Any attempt by the Contractor to subcontract any performance of the terms of this Contract without the express written consent of the County shall be null and void and shall constitute a breach of the terms of this Contract. In the event of such a breach, this Contract may be terminated forthwith.

2. In the event the County should consent to subcontracting, each and all of the provisions of this Contract and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties.

3. In the event the County should consent to subcontracting, the Contractor shall include in all subcontracts the following provision: "This Agreement is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."

4. Any third-party delegate(s) appointed by the Contractor shall be specified in writing to the Director for advance concurrence.

5. No subcontractor shall be recognized or dealt with by the Board or any of the persons chargeable with the enforcement of this Contract. The Contractor shall, at all times, be personally responsible for the performance of this Contract.

V. Governing Laws

This Contract shall be construed in accordance with and governed by the laws of the State of California.

W. Notice of Delay

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 day, give

notice thereof, including all relevant information with respect thereto, to the other party.

X. Record Retention and Inspection/Audit Settlement

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the 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, 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 material prior to such time. All such material shall be maintained by the Contractor at a location in the County, provided that if any such material is located outside the 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 material at such other location.

1. In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, by any auditor or accountant employed by the Contractor, or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within 30 days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

2. Failure on the part of the Contractor to comply with any of the provisions of this paragraph X shall constitute a material breach of this Contract upon which the County may terminate 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 the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand, or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments

made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the 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 its 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 subsection X.4 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, 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 the County, provided that if any such materials and information is located outside the 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.

Y. Validity

If any portion, provision, or part of this Contract is held, determined or adjudicated to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part shall be severed from the remaining portions, provisions, or parts of this Contract, and (to the extent allowed by law) shall not affect the validity or enforceability of such remaining portions, provisions, or parts.

Z. Waiver

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach of such provision. Failure of the County to enforce at anytime, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

AA. Default and Termination

1. Default

a. The County may, subject to the provisions of subsection c (pertaining to defaults of subcontractors) below, by written notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:

i. If the Contractor has materially breached this Contract; or

ii. If the Contractor fails to perform the work within the time specified herein or any extension thereof; or

iii. If the Contractor fails to perform any of the other provisions of this Contract or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of five working days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure.

b. In the event the County terminates this Contract in whole or in part pursuant to this subsection, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated, and the Contractor shall be liable to the County for any excess costs for such similar goods and services, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

c. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the 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 the 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 the Contractor and subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

d. If, after Notice of Termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause or the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to this Exhibit's Section 2.AA.3, Termination for Convenience.

e. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

f. As used herein, the terms "subcontractor" and "subcontractors" mean persons, companies, corporations, or other organizations furnishings supplies, services of any nature, equipment, or materials to Contractor, at any tier, under oral or written agreement.

2. Default for Insolvency

The County may terminated this Contract forthwith for default in the event of the occurrence of any of the following:

a. Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not.

b. The filing of a voluntary petition to have the Contractor declared bankrupt.

c. The appointment of a Receiver or Trustee for the Contractor.

d. The execution by the Contractor of an assignment for the benefits of creditors.

e. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

3. Termination for Convenience

It is not the intent of the County to terminate this Contract before the completion of all items except for sound business reasons of which the County shall be the sole judge; however, and notwithstanding:

a. The County reserves the right to renegotiate the terms of this Contract to reduce the Contractor's compensation in the event such reduction is necessary, in the sole discretion of the County, to achieve County budget reductions. Nothing in this paragraph is intended to diminish the County's right to terminate this Contract as provided herein.

b. The County may at any time terminate this Contract, or any portion thereof, without liability (except as hereinafter provided) by delivering to the Contractor written notice specifying the desired termination date at least 30 days in advance thereof.

c. If this Contract is terminated, the Contractor shall, within 30 days of the Notice of Termination, complete those items of work which are in various stages of completion, which the Director determines are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by the Contractor under this Contract shall be delivered to the County upon request and shall become the property of the County.

4. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Requirements

Failure of the Contractor to maintain compliance with the requirements set forth in this Exhibit's Section 2.F, "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by the Contractor under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure to cure such default within 90 calendar days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Board may terminate this Contract pursuant to Paragraph AA.1 "Default," of this Section 2, and debar the Contractor pursuant to County Code Chapter 2.202.

BB. Notification

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 in the United States Post Office or any substation thereof, or any public box, and any such notice and the envelope containing the same shall be addressed to the Contractor at its place of business, or such other place as may be hereinafter designated in writing by the Contractor. The notices and envelopes containing the same to the County shall be addressed to:

Chief Deputy Director
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 the Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a copartner, if the Contractor is a partnership; or by the president, vice president, secretary, or general manager, if the 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.

CC. Changes and Amendments of Terms

The County reserves the right to change any portion of the work required under this Contract, or amend such terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

1. For any change which does not materially affect the scope of work, period of performance, payments, or any material term or condition included in this Contract, a Change Notice shall be prepared and signed by the Director and Contractor.

2. For any revision which materially affects the scope of work, period of performance, payments, or any material term or condition included in this Contract, a negotiated modification to this Contract shall be executed by the Board and the Contractor.

3. To the extent that extensions of time for Contractor performance do not impact either scope or cost of this Contract, Public Works may, at its sole discretion, grant the Contractor extensions of time provided; however, that the aggregate of all such extensions during the life of this Contract shall not exceed 60 days.

4. The Board or the County's Chief Administrative Officer may require the addition and/or change of certain contract terms and conditions during the term of this Contract. The County reserves the right to add and/or change such provisions as are required by the Board or the Chief Administrative

Officer. To implement such changes, an amendment or change order will be prepared by Public Works for execution by the Contractor and the Director.

DD. Confidentiality

The Contractor shall maintain the confidentiality of all its records relating to this Contract, according to all applicable Federal, State, County laws, regulations, ordinances, and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract.

EE. 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), the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raisers charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

SECTION 3

GENERAL CONDITIONS OF CONTRACT WORK

A. 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.

B. Public Convenience

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

C. Cooperation

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

D. Care and Protection of Facilities

The Contractor shall recognize that any damage to Public Works facilities from Contractor negligence shall, to Public Works' satisfaction, be repaired at the Contractor's expense. The Contractor shall be responsible for the security of any and all of Public Works facilities in its care. The Contractor shall provide protection against vandalism, accidental, or malicious damage, both during working and nonworking hours.

E. 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 the Contractor.

F. Permits/Licenses

The Contractor shall be fully responsible for possessing or obtaining all permits/licenses from the appropriate Federal, State, or local authorities relating to work to be performed under this Contract.

G. Quality of Work

The Contractor shall provide the quality of work under this Contract which is at least equivalent to that which the Contractor provides to all other clients it serves.

All work shall be executed by experienced workers. All work shall be under supervision of a well-qualified supervisor. The Contractor also agrees that work shall be furnished in a professional manner and according to these Specifications.

H. Quantities of Work

The 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 the Contractor in responding to the County's solicitation and actual quantities of work done under this Contract or for work decreased or eliminated by the County.

I. Cooperation and Collateral Work

The 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.

J. 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.

K. Safety Requirements

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

L. Public Safety

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

M. Work Area Controls

The Contractor shall comply with all applicable laws and regulations. The Contractor shall maintain work area in a neat, orderly, clean, and safe manner. The Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite will be subject to the Director's approval.

N. Transportation

The County will not provide transportation to and from the jobsite, nor travel around the limits of the jobsite.

O. Storage of Material and Equipment

The Contractor shall not store material or equipment at the jobsite, except as might be specifically outlined in other sections. Public Works will not be liable or responsible for any damage, by whatever means, or for the theft of the Contractor's material or equipment from any jobsite.

P. Jobsite Safety

The 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. The 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.

Q. Labor Law Compliance

The 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. The Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

R. 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 Labor Code Section 1815.

S. Prohibition Against Use of Child Labor

1. The Contractor shall:

   a. Not knowingly sell or supply to the 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 the County, provide the country/countries of origin of any products, goods, supplies, or other personal property the Contractor sells or supplies to the County;

c. Upon request by the County, provide to the County the manufacturer's certification of compliance with all international child labor conventions; and

d. Should the County discover that any products, goods, supplies, or other personal property sold or supplied by the Contractor to the County are produced in violation of any international child labor conventions, the Contractor shall immediately provide an alternative, compliant source of supply.

2. Failure by the Contractor to comply with provisions of this clause will be grounds for immediate cancellation of this Contract.

SECTION 4

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association between the County and the Contractor.

The Contractor understands and agrees that all persons furnishing services to the County pursuant to this Contract are, for all purposes, including, but not limited to, Workers' Compensation liability, employees solely of the Contractor and not of the County.

The Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation and all other benefits required by law to any person for injuries arising from or connected with services performed on behalf of the Contractor pursuant to this Contract.

B. Indemnification

The Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract, including but not limited to, claims or damages under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the California Health & Safety Code or pursuant to any Federal, State, or local environmental law, regulation or mandate, administrative or judicial.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by Section 4, Paragraph B (above), and to the extent allowed by law, the Contractor agrees to defend, indemnify and hold harmless the County, its Special Districts, officers, employees, and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including, but not limited to, injury or death to employees of the Contractor, its subcontractors or the County, attributable to any alleged act or omission of the Contractor and/or its subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify, and hold harmless 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. The Contractor shall not be obligated to indemnify for liability and expenses arising from the active

negligence of the County. The County may deduct from any payment otherwise due the Contractor any costs incurred or anticipated to be incurred by the 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 the Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at the Contractor's own expense.

2. Evidence of Insurance - Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing work under this Contract. Such certificates or other evidence shall:

   a. Specifically identify this Contract.

   b. Clearly evidence all coverage required in this Contract.

   c. Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.

   d. Include copies of the additional insured endorsement to the commercial general liability and automobile policies, adding the County, its Special Districts, officials, officers, and employees as insureds for all activities arising from this Contract.

   e. Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insurance retentions as they apply to the County, or require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

3. Insurer Financial Rating - Insurance is to be provided by an insurance company acceptable to the County with an A. M. Best rating of not less than A:VII, unless otherwise approved by the County.

4. Failure to Maintain Coverage - Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of contract upon which the County may immediately terminate or suspend the Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

5. Notification of Incidents, Claims, or Suits - The Contractor shall report to the County's Contract Manager:

   a. Any accident or incident relating to work performed under the Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.

   b. Any third-party claim or lawsuit filed against the Contractor arising from or related to work performed by the Contractor under this Contract.

   c. Any injury to a Contractor's employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report."

   d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to the Contractor under the terms of this Contract.

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 for Subcontractors

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

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

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

G. Insurance Coverage Requirements

1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following (can be met by a combination of primary and excess insurance coverage):

a.	General Aggregate:	$2 million
b.	Products/Completed Operations Aggregate:	$1 million
c.	Personal and Advertising Injury:	$1 million
d.	Each Occurrence:	$1 million

2. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than $1 million for each accident. Such insurance shall include coverage for all "owned," "nonowned," and "hired" vehicles, or coverage for "any auto." (Can be met by a combination of primary and excess insurance coverage).

3. Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits, as required by the Labor Code of the State of California, or by any other State for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide Workers' Compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other Federal law for which the Contractor is responsible.

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

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

5. As a condition precedent to its performance pursuant to this Contract, the Contractor, by and through its execution of this Contract, certifies that it is aware of, and understands, the provisions of Section 3700 of the Labor

Code, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with those provisions before commencing the performance of work under this Contract, and agrees to fully comply with said provisions.

6. Property Coverage insurance shall be endorsed naming the County as loss payee, provide deductibles of no greater than five percent of the property value, and shall include:

   a. Personal Property: Automobiles and Mobile Equipment - Special form "all risk" coverage for the actual cash value of County-owned or leased property.

   b. Real Property and All Other Personal Property - Special form "all risk" coverage for the full replacement value of County-owned or leased property.

SECTION 5

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. 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 the County's policy to conduct business only with responsible contractors.

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

C. The County may debar a contractor if the Board finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County or a nonprofit corporation created by the County; (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform a contract with the County, any other public entity or a nonprofit corporation created by the 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 the County or any other public entity.

D. If there is evidence that the Contractor may be subject to debarment, Public Works will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the 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 the Contractor Hearing Board.

G. 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. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the 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 the County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the 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, the Contractor Hearing Bboard will provide notice of the hearing on the request. At the hearing, the 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 the Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The 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 the Contractor Hearing Board.

I. These terms shall also apply to subcontractors of the Contractor.

SECTION 6

CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM

A. Contract Subject to Jury Service Program

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

B. Written Employee Jury Service Policy

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the 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 the Contractor or that the Contractor deducts 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 the 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 the 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 the 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 the Contractor uses any subcontractor to perform services for the 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 the Contractor is not required to comply with the Jury Service Program when this Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an

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

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

SECTION 7

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

A. This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

B. The 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. The 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 the 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 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; and

3. Be subject to the provisions of Chapter 2.202 of the County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).

E. The above penalties shall also apply if the Contractor is no longer eligible for certification as a result of a change of its status and the Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

A. Notice to Employees Regarding the Safely Surrendered Baby Law

The 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 Los Angeles County, and how to safely surrender a baby. The fact sheet is set forth in Exhibit D of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

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

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

SECTION 9

COMPLIANCE WITH LIVING WAGE PROGRAM

A. Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the 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 the County's satisfaction either that Contractor is not an "Employer" as defined under the Living Wage Program (Section 2.201.020 of the County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County, including, without limitation, "Travel Time" as defined below in subsection 5 of this Section 9.B.1 under this Contract:

   a. Not less than $9.46 per hour if, in addition to the per-hour wage, Contractor contributes less than $1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or

   b. Not less than $8.32 per hour if, in addition to the per-hour wage, Contractor contributes at least $1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed $1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during this Contract, Contractor contributes less than $1.14 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its employees the higher hourly living wage rate.

2. For purposes of this Section, "Contractor" includes any subcontractor engaged by Contractor to perform services for the County under this Contract. If Contractor uses any subcontractor to perform services for the 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 agreement and a copy of the Living Wage Program shall be attached to the agreement. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which

are provided to the 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 the 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, and Contractor shall immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Living Wage Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of this Contract, including any option period. The County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by the 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 the 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 the Contractor pays the Employee any amount for that time or if California law requires the 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 the Contractor and the 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 the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

C. Contractor's Submittal of Certified Monitoring Reports

1. Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County, or any other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the 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 the 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), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding the same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operation in California.

E. County Auditing of Contractor Records

1. Upon a minimum of 24 hours' written notice, the 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.

2. Contractor is required to maintain all such records in California until the expiration of four years from the date of final payment under this Contract. Authorized agents of the 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 into Spanish and any other language spoken by a significant number of Employees the posters and handouts.

G. Enforcement and Remedies

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

2. Remedies for Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to the County after the date it is due, or if the report submitted does not contain all of the required information, is inaccurate, or is not properly certified, any such deficiency shall constitute a breach of this Contract. In the event of any such breach, the 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, the 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 the 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 the 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 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 the County may, in its sole discretion, assess against Contractor liquidated damages in the amount of $100 per monitoring report for each day until the County has been provided with a properly prepared, complete, and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.

c. Termination: Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

3. 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, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

a. Withholding of Payment: If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the 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. The County may withhold said amount until Contractor has satisfied the 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 the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; 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. The liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that the 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. The County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.

c. Termination: Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

4. Debarment: In the event Contractor breaches a requirement of this Section, the 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, not to exceed three years.

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 the 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 the 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 the 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 the County or to any other public or private agency, entity, or person. A violation of the provisions of this paragraph may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

J. Contractor Standards

During the term of the 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 the County, Contractor shall demonstrate to the satisfaction of the 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.

EXHIBIT C

Department of the Treasury
Internal Revenue Service
Notice 1015

(Rev. December 2005)

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

What Is the EIC?
The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?
You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.
Note: *You are encouraged to notify each employee whose wages for 2005 are less than $37,263 that he or she may be eligible for the EIC.*

How and When Must I Notify My Employees?
You must give the employee one of the following:
- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2006.

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

How Will My Employees Know If They Can Claim the EIC?
The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2005 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?
Eligible employees claim the EIC on their 2005 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2005 and owes no tax but is eligible for a credit of $799, he or she must file a 2005 tax return to get the $799 refund.

How Do My Employees Get Advance EIC Payments?
Eligible employees who expect to have a qualifying child for 2006 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice 1015
(Rev. 12-2005)

EXHIBIT D.1

No shame.
No blame.
No names.

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

In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

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

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent?

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

Why is California doing this?

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

A baby's story

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

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

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

Sin pena.
Sin culpa.
Sin peligro.

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

En el Condado de Los Angeles:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

Estado de California
Gray Davis, Gobernador

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

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

Consejo de Supervisores del Condado de Los Angeles
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

¿Los padres deben llamar antes de llevar al bebé?

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

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

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

¿Qué ocurrirá con el bebé?

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

¿Qué pasará con el padre/madre?

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

¿Por qué California hace esto?

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

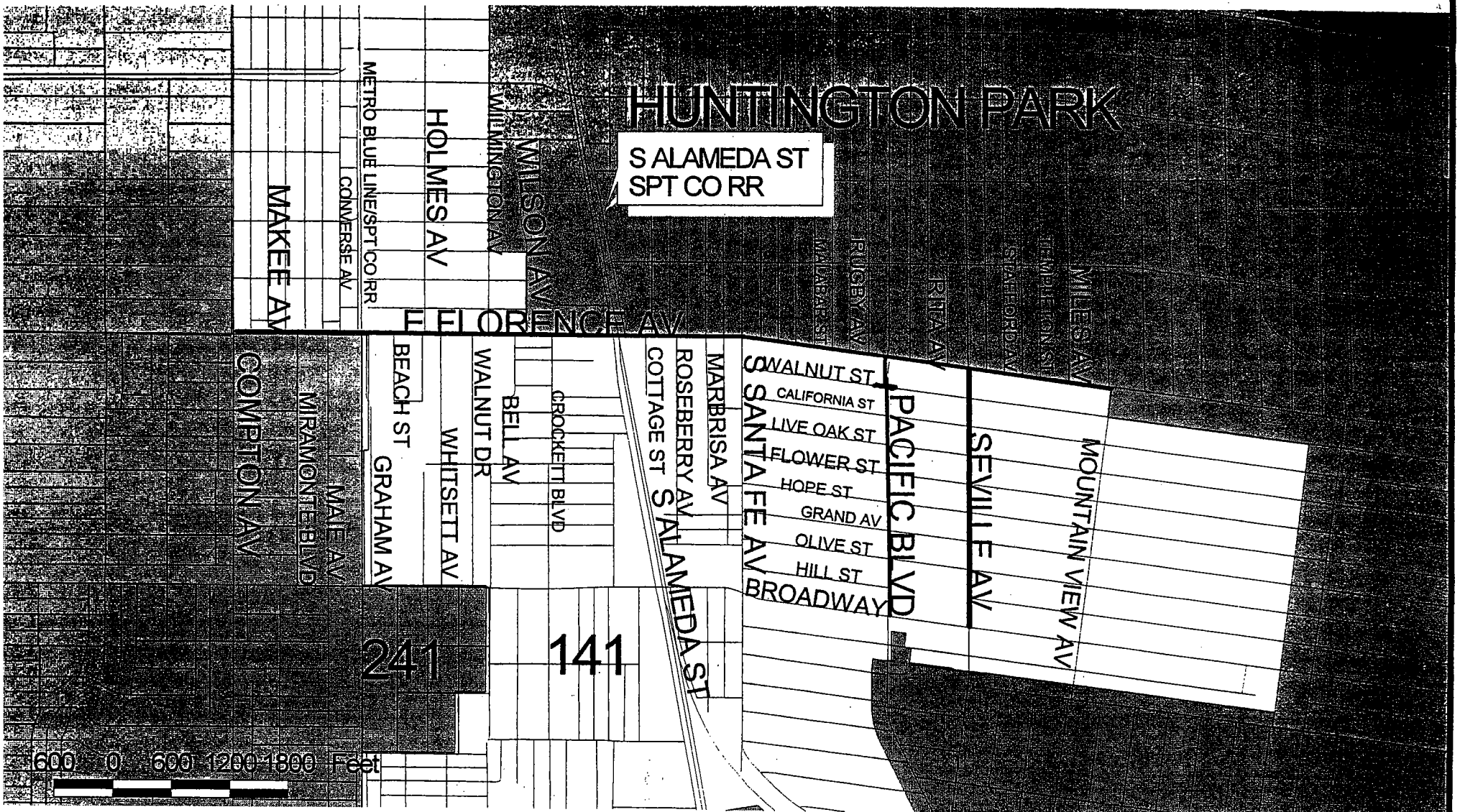
Historia de un bebé

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

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

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

EXHIBIT E



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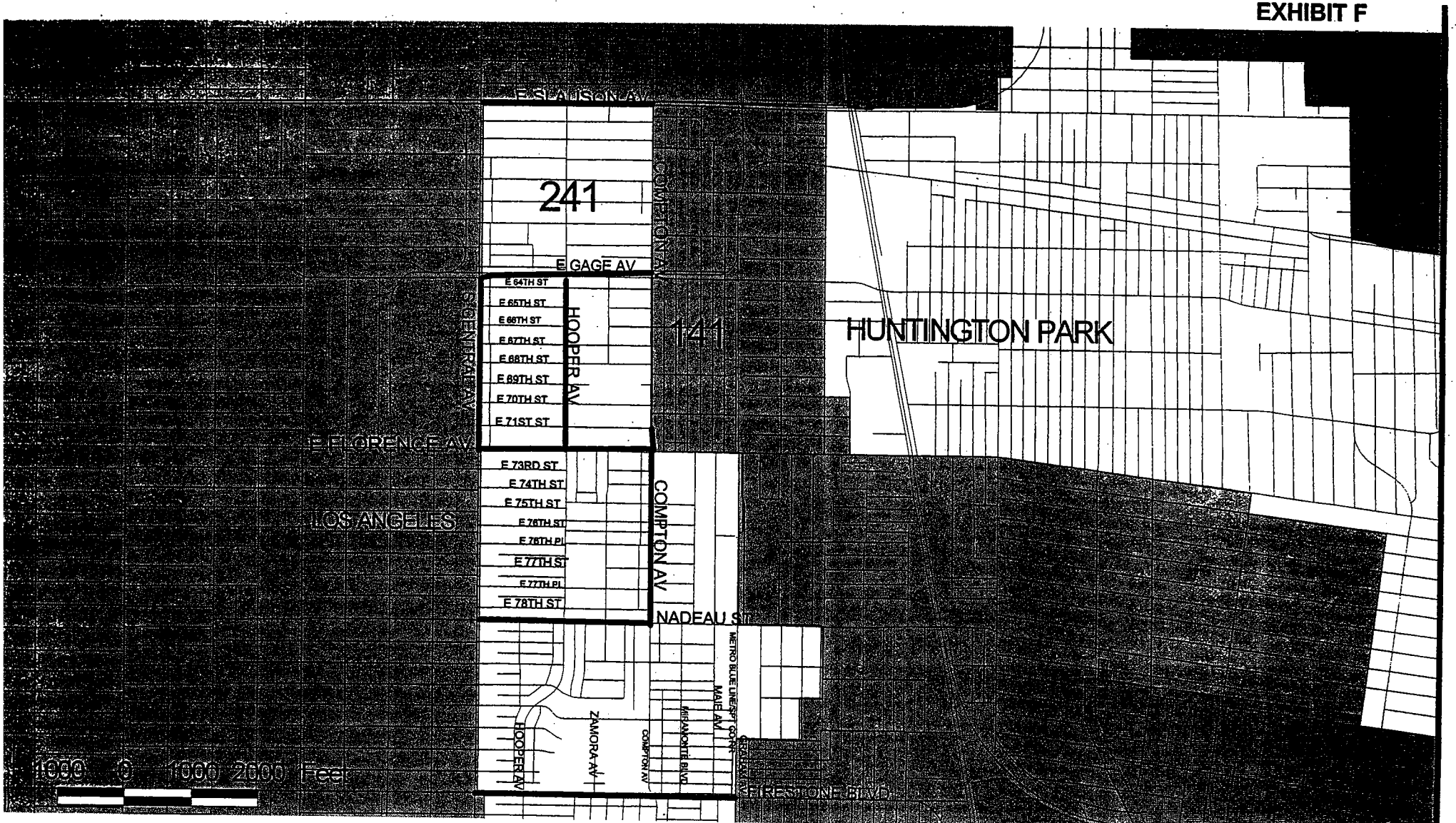
SD1 FLORENCE AREA CLEAN UP PROJECT (WORK LOCATION 1)

T.G. 674-5; 704-5

EXHIBIT F



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SD2 FLORENCE AREA CLEAN UP PROJECT (WORK LOCATION 2)

T.G. 674-5; 704-5

EXHIBIT G.1

PERFORMANCE REQUIREMENTS SUMMARY

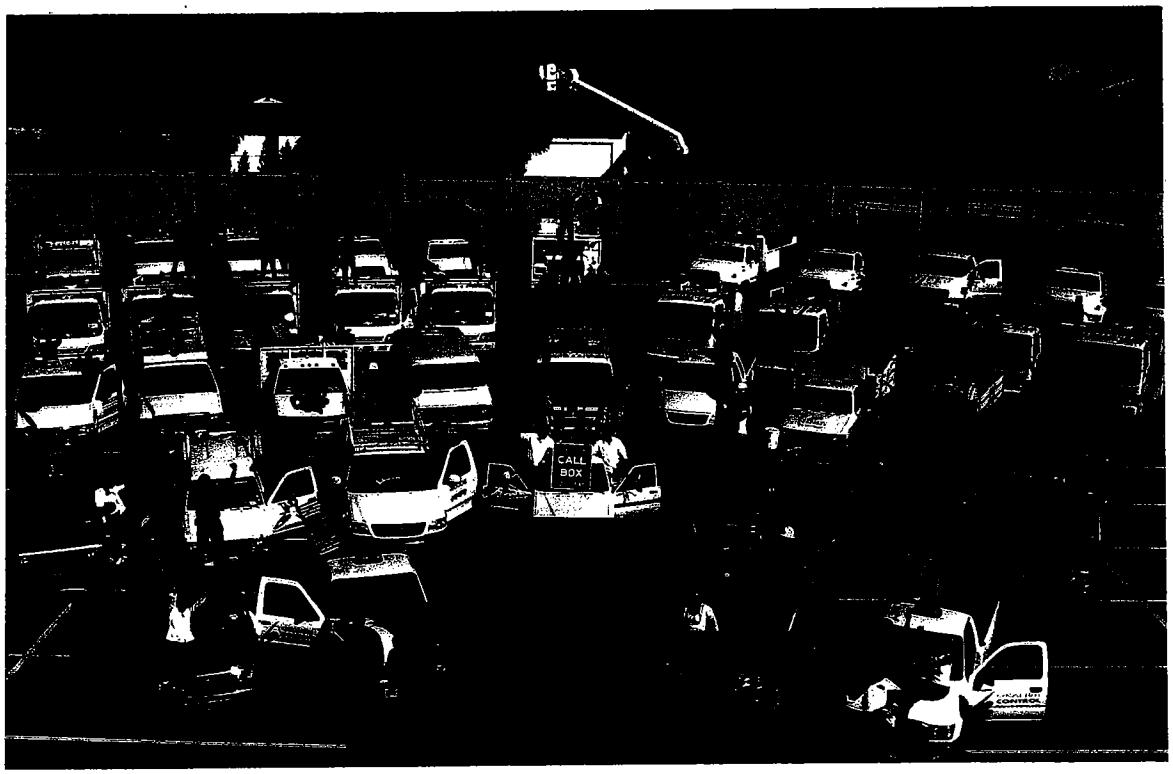
REQUIRED SERVICE	STANDARD	MAXIMUM ALLOWABLE DEGREE OF DEVIATION FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	MAXIMUM DEDUCTION	DEDUCTION FROM CONTRACT PRICE FOR EXCEEDING THE AQL
INSURANCE CERTIFICATIONS	CERTIFICATIONS SUBMITTED BEFORE IMPLEMENTATION OF CONTRACT AND ON A TIMELY BASIS THEREAFTER.	0%	100% INSPECTION ON A PERIODIC BASIS	CONTRACT CANCELLATION	CONTRACT CANCELLATION
COMPETENT SUPERVISORY STAFF	RESPONSIVE TO COMPLAINTS AND REQUESTS. MAINTAIN GOOD WORK RECORDS. MAINTAIN ACCEPTABLE LEVEL OF SERVICE.	0%	100% INSPECTION ON A PERIODIC BASIS/COMPLAINTS	CONTRACT CANCELLATION	CONTRACT CANCELLATION
UNIFORMS	UNIFORMS, ACCEPTABLE TO COUNTY, WORN BY ALL EMPLOYEES ON THE JOB	0%	100% INSPECTION ON A PERIODIC BASIS/COMPLAINTS	5% OF TOTAL MONTHLY AMOUNT OF CONTRACT COST	$20 FOR EACH TIME AN EMPLOYEE IS NOT IN AN ACCEPTABLE UNIFORM.
EMPLOYEES WELL ORIENTED TO JOB	EMPLOYEES MUST HAVE THOROUGH KNOWLEDGE OF SERVICE AREA AND ITS NEEDS.	0%	100% INSPECTION ON A PERIODIC BASIS/COMPLAINTS	5% OF TOTAL MONTHLY AMOUNT OF CONTRACT COST	$50 FOR EACH EMPLOYEE NOT KNOWLEDGEABLE IN THE JOB REQUIRMENTS.
STAFFING	DAILY - STAFFING LEVELS ARE EQUAL TO OR EXCEED AGREEMENT REQUIRMENTS.	0%	100% INSPECTION ON A PERIODIC BASIS/COMPLAINTS	5% OF TOTAL MONTHLY AMOUNT OF CONTRACT COST	$100 PER DAY FOR NOT STAFFING TO THE LEVEL OUTLINED IN THE CONTRACTOR'S PROPOSAL.

EXHIBIT G.2

PERFORMANCE REQUIREMENTS SUMMARY (cont.)

REQUIRED SERVICE	STANDARD	MAXIMUM ALLOWABLE DEGREE OF DEVIATION FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	MAXIMUM DEDUCTION	DEDUCTION FROM CONTRACT PRICE FOR EXCEEDING THE AQL
RESPOND TO COMPLAINTS, REQUESTS AND DISCREPANCIES	RESPOND WITHIN THE TIME FRAME OUTLINED IN THE SPECIFICATIONS.	0%	100% INSPECTION ON A PERIODIC BASIS/COMPLAINTS	5% OF TOTAL MONTHLY AMOUNT OF CONTRACT COST	$50 PER COMPLAINT NOT RESPONDED TO WITHIN THE TIME FRAME OUTLINED WITHIN THE SPECIFICATIONS.
SERVICE AREA					
REMOVE GUM AND GRIME ON SIDEWALKS	ONCE PER WEEK - WATER BLAST/STEAM CLEAN	0%	100% INSPECTION ON A PERIODIC BASIS/COMPLAINTS	10% OF TOTAL MONTHLY AMOUNT OF CONTRACT COST	$300 PER DAY, CONTRACTOR DOES NOT PROVIDE STAFFING AND EQUIPMENT TO THE LEVEL OUTLINED IN THEIR PROPOSAL TO PERFORM THIS TASK.
REMOVE PEDESTRIAN LITTER, WEEDS, ETC.	DAILY – SWEEP AND REMOVE TRASH, WEEDS, ETC.	0%	100% INSPECTION ON A PERIODIC BASIS/COMPLAINTS	10% OF TOTAL MONTHLY AMOUNT OF CONTRACT COST	$300 PER DAY IF LITTER AND WEEDS ARE NOT REMOVED WITHIN THE TIME FRAME OUTLINED IN THE SPECIFICATIONS.

WOODS MAINTENANCE SERVICES, INC.



Florence Area Enhanced Maintenance Service
County of Los Angeles

RFP

March 27, 2006

Woods Maintenance Services, Inc. dba Graffiti Control Systems
7260 Atoll Avenue
North Hollywood, California 91605
(818) 503-8240 (800) 794-7384 Fax (818) 764-2516
http://www.graffiticontrol.com sales@graffiticontrol.com

TABLE OF CONTENTS

Title Page
1. Table of Contents
2. Letter of Transmittal
3. Narrative
4-5. Company Background
6. Organizational Chart
7-8. Statement of Qualifications
9-11. Prior Experience
12-15. Work Plan

Appendices

- PW 1 - Verification of Proposal
- PW 2 - Schedule of Prices
- PW 3 - Jury Service Compliance
- PW 4 - Industrial Safety Record
- PW 5 - Conflict of Interest
- PW 6 - Reference List (See Attachments)
- PW 7 - EEOCertification
- PW 8 - Subcontractors
- PW 9 - SBE Request
- PW 10 - GAINCommitment
- PW 12 – Charitable Contributions
- PW 13 – Statement of Equipment
- LW 3 - Living Wage Declarations
- LW 4 – Statement of Compliance
- LW 5 – Labor/Payroll/Debarment History
- LW 6 – Labor Law/payroll Violations
- LW 7 – Medical Plan Coverage
- LW 8 – Cost Methodology

Attachments

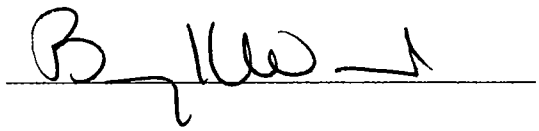
- SBE Certification Letter
- Certificates of Insurance
- Contractor's Licenses
- Financial Statements – ***[CONFIDENTIAL]***
- References
- Sample Photo Identification
- Payroll Register
- Contractor Safety Program

LETTER OF TRANSMITTAL

The undersigned hereby declares that he is the Contractor submitting the attached proposal and is duly authorized by Woods Maintenance Services, Inc. and Hydro Pressure 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.

Additionally, 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 # 745689 is valid for the C61, D38, D49, D63 and C33 classifications, and expires February 28, 2008.

Proposer Woods Maintenance Services, Inc. dba Hydro Pressure Systems

Signature 

Name / Title Barry K. Woods – President

7260 Atoll Avenue • North Hollywood, C A 91605

(818) 502-8340

Date March 25, 2006

Employer I D # 95-4643637

Contractors License # 745689

NARRATIVE

Attached is our response to your Request For Proposal (RFP) for providing comprehensive neighborhood enhancement services for the Florence/Firestone Area within the County of Los Angeles.

We believe we are uniquely qualified to provide these services for the County. Beginning in the mid seventies, our Company was the leader in Sidewalk Maintenance Programs under the auspices of the City of Los Angeles. Since that time, we have established an unparalleled record of maintaining clean neighborhoods throughout California, and parts of Texas and Nevada, for both the public and private sectors.

In addition to servicing the particular needs and demands of hundreds of business clients, we devised and implemented a comprehensive graffiti control program for frequently vandalized underpasses in the City of Los Angeles, and then brought that program to the entire City of National City, and predefined areas in San Diego. Currently, we maintain a great many city and county properties graffiti free, and have done so for over 30 years.

Having just celebrated our 30th Anniversary, I am proud to have brought a great many "firsts" to the service industry: Our firm was first in utilizing reclaimed water for a city program in Reseda. Hydro Pressure Systems was first to integrate services such as trash collection, tree trimming, sidewalk maintenance and graffiti removal under one umbrella. Hydro Pressure Systems designed and engineered contract specific equipment to better perform the required services in a cost-efficient manner, a standard presently adopted by all other maintenance firms.

Hydro Pressure Systems has always been proud of its ability to offer and demand exceptional service from its staff. In-service training, incentives, above the standard pay scale and a working environment that fosters pride and responsibility; these are the hallmarks of a successful company, one that will endure another 30 years.

We feel that not only is our pricing competitive, but our staff, experience, professionalism and equipment can provide the County with the best in a fully integrated maintenance program. Our firm does not OUTSOURCE any of its work to subcontractors or act as a collection resource for other companies to perform the maintenance tasks. As the current contractor on this program, as well as the contractor on an identical program in Whittier for the previously 9 years, we have more experience than any other firm, and are intimately aware of the needs of this community. As the largest and oldest licensed pressure washing contractor in the state, Hydro Pressure Systems can set the bar high and exceed all expectations. We would look forward to answering any questions the Evaluation Committee may have.

COMPANY BACKGROUND

Woods Maintenance Services, Inc., started out under its original corporate name of D & B Maintenance Service, Inc., as a janitorial maintenance contractor in 1975, reorganizing under its current name in 1997. In the beginning, our emphasis was on the daily and nightly maintenance of apartment buildings, condominiums, industrial parks and office buildings, with a minor workload of graffiti removal on their exterior facades.

In 1976 the company grew to include landscape maintenance and became licensed to perform high pressure washing and steam cleaning work for hard surfaces, as well as masonry cleaning. It was at this time, while we were members of the Chamber of Commerce that we helped to develop the Westwood Village Sidewalk Maintenance District, a program funded through property owners' taxes to clean and maintain specific business districts.

As graffiti increased throughout the city (and country) a new division, Graffiti Control Systems, was formed to specifically address this out of control problem. Through trial and error and a great deal of research and beta testing, Graffiti Control Systems, became the first graffiti abatement contractor in the nation to utilize portable spectrophotometers in the field to computer color match paint, thereby setting a new standard for quality and timeliness.

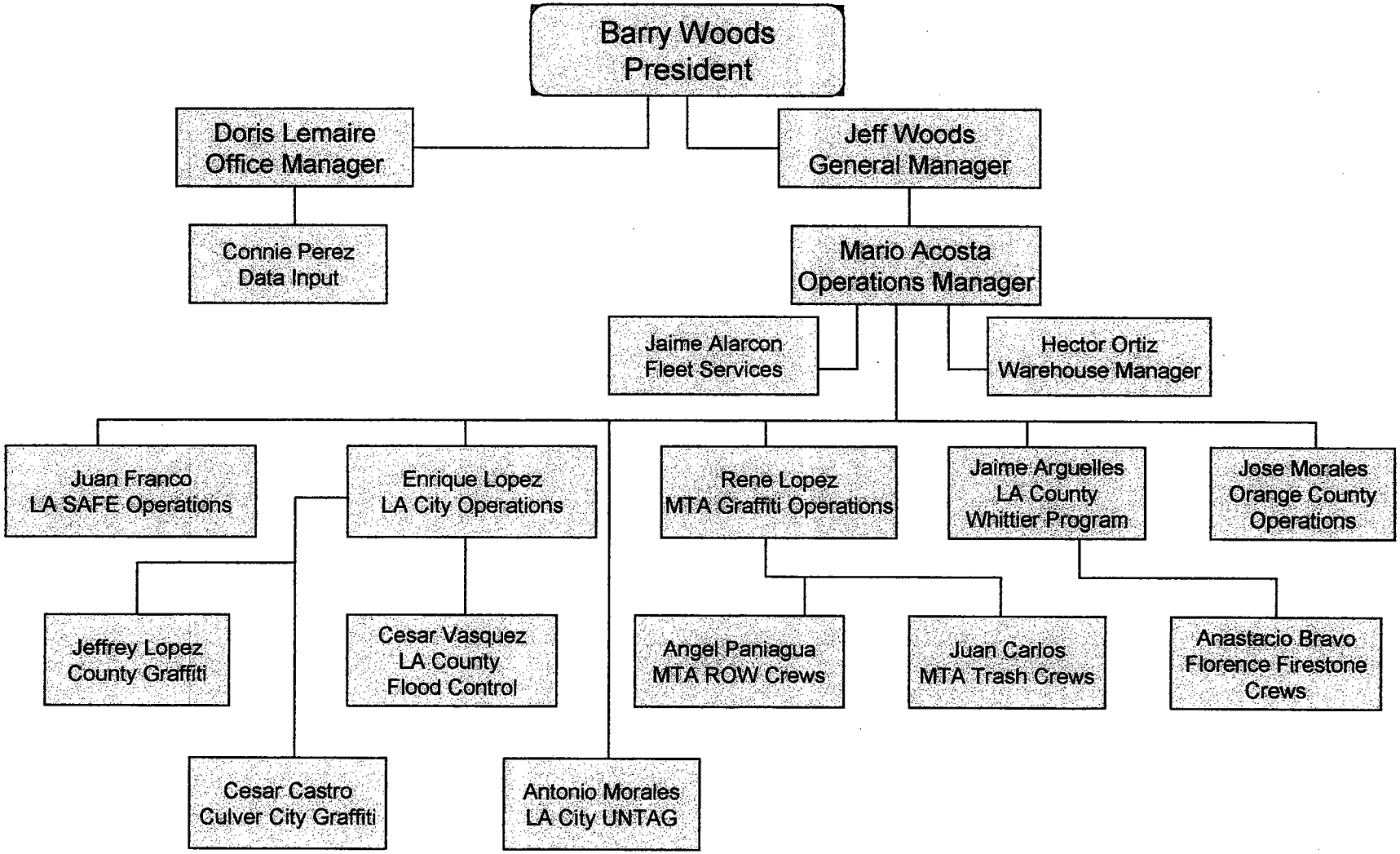
Graffiti Control Systems' sister company, **Hydro Pressure Systems,** is the largest licensed pressure washing contractor in the state, and for over 30 years has been performing all manner of exterior maintenance for both public and private sector clients throughout California.

Hydro Pressure Systems presently has multiple contracts with the City of Los Angeles to perform nightly maintenance services in widespread areas of the city. Under the auspices of the Street Maintenance Department within the Board of Public Works, HPS has swept and washed the sidewalks in Westwood Village, Van Nuys Boulevard in Van Nuys and Main and Spring Streets in downtown Los Angeles. In addition to recovering trash, debris and litter, we were responsible for emptying all street-side trash receptacles and replacing the liners on a daily basis. as well as removing graffiti from public property. Eight years ago, HPS was awarded and has been performing under a County contract for the Whittier Boulevard Enhancement Program, whereby all graffiti is abated, trash receptacles emptied, trash, weeds and debris removed and sidewalks and gutters cleaned on a daily basis. Previously, we have held multi-year contracts for the Hollywood Boulevard Walk of Fame, Reseda Boulevard, Fairfax Avenue, Broadway BID and Ventura Boulevard in Sherman Oaks. We were chosen as the contractor to perform the high pressure washing services/graffiti abatement protocols required for the Cities of Coronado, Palm Springs, Whittier and West Hollywood.

At present, Woods Maintenance Services is under contract with the cities of Los Angeles, Culver City, Santa Clarita, Diamond Bar, Tustin and South Pasadena, as well as Los Angeles and Orange Counties. As sole source contractor for the MTA, and OCTA, we are charged with keeping all of the transit properties free of weed, trash and debris throughout the counties.

Office Buildings, industrial parks, individual businesses and homeowners rely on us daily to respond to their needs and restore their property to a pristine condition. We have just recently been awarded a special contract with the City of Los Angeles to supply 5 fully equipped crews to assist the other CBO contractors who are falling behind in their removals, and are dispatched weekly to different parts of the city. Whether it is graffiti or weed, trash and debris removal, cleanliness is a highly charged subject. The public's first perception of a facility, business or city is based on its initial and continuing awareness of how clean that area appears. If it is neglected, it encourages more abuse and fosters the broken window syndrome. Woods Maintenance Services, Inc., excels in immediate and professional response to any disruption to the cleanliness of the facilities it is charged with maintaining. And so it shall be with the county zero tolerance districts.

WOODS MAINTENANCE SERVICES, INC.



STATEMENT OF QUALIFICATIONS

GRAFFITI CONTROL SYSTEMS
7260 Atoll Avenue
North Hollywood, California 91605
(818) 982-8480 FAX (818) 764-2516

Barry K. Woods

OWNER/PROJECT MANAGER

30 years of maintenance experience, including graffiti abatement, exterior hard surface maintenance, landscape maintenance and masonry restoration. Seeks better and more productive methods to accomplish company goals. Interfaces with Contract Administrators to obtain feedback and adjust methodology.

Juan Franco
Enrique Lopez
Jose Morales
Antonio Morales
Angel Paniagua
Jeff Woods
Mario Acosta

PROJECT SUPERVISORS

84 years of combined field work experience in all aspects of contact maintenance with city, county and state agencies. Create and implement new and more efficient systems of inspection and quality control procedures. On site on daily basis, handles initial calls for emergency service, and follows up upon completion.

Doris Lemaire
Connie Perez
Carmen Granados

ADMINISTRATIVE ASSISTANTS

28 years of combined contract expediting. Oversee all dispatching of survey and maintenance crews, coordinate field assignments, handle day to day contact with municipal personnel and businesses of contract communities. Coordinate extra work, emergency assignments and inspection procedures. Maintains all reports and database entries.

Field Staff

FIELD STAFF

Thirty Painters / Surveyors capable of locating, surveying and recording graffiti sites, matching colors and painting over vandalized areas. All qualified and certified to operate high pressure washers for chemical removals and wet sandblasting equipment for removals requiring abrasives as well as application of protective coatings.

Thirty-three field workers whose sole responsibility is to maintain exterior surfaces. Operate dump trucks, heavy equipment, pressure washers, as well as handling all weed, trash and debris needs of all transportation agencies and county contracts. Trained in safety protocols and attend periodic workshops of BMP's and safety education.

Three paint tinters, mechanics, laborers.

Two glass and window technicians trained and qualified to operate state-of-the-art glass polishing equipment and apply protective anti-graffiti film to windows.

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 $850,000, with the majority being in the $200,000 to $500,000 range. Should more exacting figures be required, we will be happy to provide them.

Pressure Washing / Trash Removal / Graffiti Removal Services

City of Los Angeles

- Westwood Village Sidewalk Maintenance District
- Reseda Boulevard Sidewalk Maintenance District
- Broadway Sidewalk Maintenance District
- Hollywood Boulevard Sidewalk Maintenance District
- Main & Spring Sidewalk Maintenance District
- Ventura Boulevard Sidewalk Maintenance District
- Fairfax Avenue Sidewalk Maintenance District
- Van Nuys Boulevard Sidewalk Maintenance District
- Vehicular Tunnel Cleaning & Maintenance
- Civic Center & Environs
- Los Angeles Police Department Programs
- General Services City Hall Restoration & Cleaning

City of Coronado

- Sidewalk Maintenance Clean up and graffiti removal

City of Whittier

- Uptown Business District Sidewalk Maintenance

City of Palm Springs

- Palm Drive Sidewalk Maintenance
- Palm Springs Airport Hard Surface Maintenance

City of West Hollywood

- Sidewalk Maintenance Program
- Graffiti Abatement Program

City of Beverly Hills

- Sidewalk Maintenance Pilot Program

Department of Motor Vehicles

Sidewalk Maintenance Program

Graffiti Abatement Program

City of Glendale

Maintenance of Central Business District

Graffiti Removal, Abatement, Coatings and Maintenance

City of Los Angeles

Maintenance of all Freeway Underpasses (Zero Tolerance)

Maintenance of all City Buildings and Property (Zero Tolerance)

County of Los Angeles

Maintenance of East & South San Gabriel Valleys (Zero Tolerance)

Maintenance of North San Gabriel Valley (Zero Tolerance)

Maintenance of South Central Los Angeles (Zero Tolerance)

Maintenance of the Flood Control Channels (South Area)

Maintenance of the Flood Control Channels (West Area)

Maintenance of the Flood Control Channels (East Area)

City of Culver City

Zero Tolerance Graffiti Removal Program

City of Santa Clarita

Zero Tolerance Graffiti Removal Program

City of Monterey Park

Zero Tolerance Graffiti Removal Program

City of Montebello

Zero Tolerance Graffiti Removal Program

City of Long Beach

Zero Tolerance Graffiti Removal Program

City of South Pasadena

Zero Tolerance Graffiti Removal Program

City of Diamond Bar

Zero Tolerance Graffiti Removal Program

City of National City

Zero Tolerance Graffiti Removal Program

City of San Diego

Zero Tolerance Graffiti Removal Program

Clark County Nevada

Graffiti and vandalism removal from Resort Corridor

Austin, Texas

Graffiti Removal for City-wide Park System

California Department of Transportation

Exterior Maintenance of Trans Bay Terminal – San Francisco

Weed, Trash and Debris Removal - Public Rights of Way

Orange County Transportation Authority

Southern California Regional Rail Authority

California Department of Transportation – Freeway right of way maintenance

Metropolitan Transit Authority

County of Los Angeles - Sidewalk Maintenance Program - Whittier Boulevard

County of Los Angeles – Sidewalk Maintenance Program – Florence/Firestone

County of Los Angeles Flood Control - West Area

In all of the aforementioned contract jobs, Woods Maintenance Services, Inc., acted as the Prime Contractor, with the awarding agency or body, without the use of subcontractors.

In 1976 we were instrumental in helping to develop the Sidewalk Maintenance Program for Westwood, and since that time, through city agencies, have advised on expanded and revised specifications for these manner of projects, to accomplish new sets of goals. We developed the Pilot Graffiti Removal Program for the City of National City, and have written the specifications for such cities as Culver City, San Diego and Los Angeles.

There are no other contractors or business concerns that can touch or match our depth and breadth of experience. Designing, creating and implementing programs for agencies and municipal bodies are areas within our expertise. Evaluating the exterior maintenance needs of a department, setting, realistic but ambitious goals for improvement, implementing improved methodologies to accomplish these goals...this is what we do best.

GENERAL WORK PLAN

With the continuation of the **FLORENCE – FIRESTONE ENAHANCEMENT PROGRAM** in the County of Los Angeles, the County recognizes the need to continue this vital service to a vibrant business community. To this end, **HYDRO PRESSURE SYSTEMS** would continue its current work plan to maintain the areas in a state of cleanliness and to offer concentrated, speedy and consistent service through the balance of the contract term. Since Hydro Pressure Systems currently has the contract in this area, we are well acquainted with the specific needs, problems and idiosyncrasies, and can quickly address them.

INITIAL PROTOCOLS

As the current Contractor in the area, there will no need to "ramp" up to bring the areas into a clean or acceptable standard. Our trained crews and specialized equipment will continue their daily routine per the contract specifications, making any adjustments for the slight changes in boundaries and district limits.

CONTRACT WIDE PROTOCOLS

Two separate crews with specially designed equipment and 3 pressure washers will begin their day by dispatching from our offices at approximately 5:30 am each morning. As they arrive on the site(s) they will proceed to walk the limits, recovering all trash and debris, depositing it in our rolling Brute containers for transport back to our offices and a roll off dumpster.

After the area has been cleaned of loose debris, the pressure washing will start. Washing is performed starting from the building side in proceeding towards the gutter. In this manner, minimal water will affect the property owner's windows and doors, and the minimal water generated will go into the gutter.

Gum removal will be performed by the same crews on a rotating daily basis, so that all areas within the limits are attended to each week. Should additional gum appear earlier, the crews have an additional pressure washer on site daily to manage this aspect.

Following the sweeping, trash recovery, pressure washing and gum removal, the crews will bring all trash to the office for disposal, returning at approximately 2:30 pm each day.

Methods & Techniques – Work Location 1

Remove litter, trash, weeds, etc., from sidewalks, curbs, gutters and planters	Along entire service limits, with exception of Pacific Boulevard, and Seville Avenue, which will only include bus shelters and trash receptacles	Work will be performed Monday through Friday
Remove gum and grime on sidewalk through pressure washing	All areas within the confines of Work location 1	Work to be performed a minimum of once weekly.

Methods & Techniques – Work Location 2

Remove litter, trash, weeds, etc., from sidewalks, curbs, gutters and planters	Along the entire service limits as outlined on Work Location 2 map, Thomas Guide pages 674-675, 704-705	Work will be performed Monday through Friday
Remove gum and grime on sidewalk through pressure washing	All areas within the confines of Work location 2	Work to be performed a minimum of once weekly.

SAFETY PROCEDURES

The safety and well being of all Contractors' employees and the citizens in general are our primary concern. All work undertaken conforms to all rules, regulations, ordinances and statutes of the City, County, State and Federal Governmental offices. All proper traffic control methods are utilized, as required on the public right-of-way, with flashing arrow boards, cones and barricades. The concern is also for the public at large, as we will be working closely with the property owners to see that their businesses are not disrupted. **HYDRO PRESSURE SYSTEMS** has already developed, had approved, and has a working module of the Safety Program as mandated by SB 198, which is available for review by any city agency. All vehicles carry first aid kits, fire extinguishers, MSDS sheets, and BMP protocols for the services we will be performing.

SUBCONTRACTORS

In the performance of the work as outlined throughout this RFP, HYDRO PRESSURE SYSTEMS will use no subcontractors. We are, as required by law and the Business and Professions Code, licensed by the Contractors State License Board with a C61, D38 license, active and current. As the largest pressure washing contractor in the nation, we are sufficiently funded with $4 million in contract work, over 50 late model, specialized vehicles, over 70 bi-lingual Technicians, including 23 supervisors, specialized paint lab and 30 years of experience. This far exceeds even the closest competition, who uses mostly contract labor for all work undertaken.

COMMUNICATION & JOB TRACKING

All work orders and requests for service, whether they are emailed, faxed or called into our office through our 800 line, are imputed by our office support staff. Job orders are written up, imputed into the computer and tracked through the entire process until completion. HPS 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.

PAYROLL & ACCOUNTING

Hydro Pressure Systems, with a staff three times that of its next nearest competitor, has always sought out the most efficient, cost effective and professional services, products and methodologies in conducting its business as we enter our 4th decade of operation. We conducted an exhaustive search in an effort to secure the very best in payroll services. Anyone, or any firm can add up time cards. We wanted more.

We engaged ADP, the nation's oldest and largest provider of payroll and business services. From the Auto Pay Program we have engaged which allows us access to their database to input hours, wages, deductions; to the use of Avert, the information based business service to get almost instantaneous reports on employees and prospective hires.

Our clients are very important to us, and we make every effort to verify not only the identity and ability of our staff, but to ascertain any criminal or negative reports that may have been overlooked. This, coupled with our DMV Driver Pull Program, assures we are getting the best of the best.

County assigned personnel annotate their hours by signing in on a weekly time sheet. This sheet lists their name, week worked, time arrived at office, time arrived on job, break time, lunch break, time left job site and time arrived back at office. All Supervisors are responsible for collecting the weekly time sheets, verifying the information, signing the bottom along with the employee, verifying the accuracy of the information. These sheets are then manually entered to the self-correcting database for payroll. This is usually completed by Wednesday, and payroll is generated and delivered to our offices on Thursday for the prior weeks work. Holidays are preset, as well as accrued vacation time. For those employees with multiple pay rates, Auto Pay takes that into account and hours, deductions, loans, reimbursement and overtime can be placed in any of the predefined fields, so there is no "accidentally"

shorting an employee. If a holiday falls on a Thursday or Friday, Accounting will generate the payroll one day early.

ADP also provides all Certified Payroll Reports for all of our contracts, so that there is no error or guesswork with employees, correct payroll amounts and deductions. These are submitted monthly to the County with a cover sheet verifying the information signed by the President.

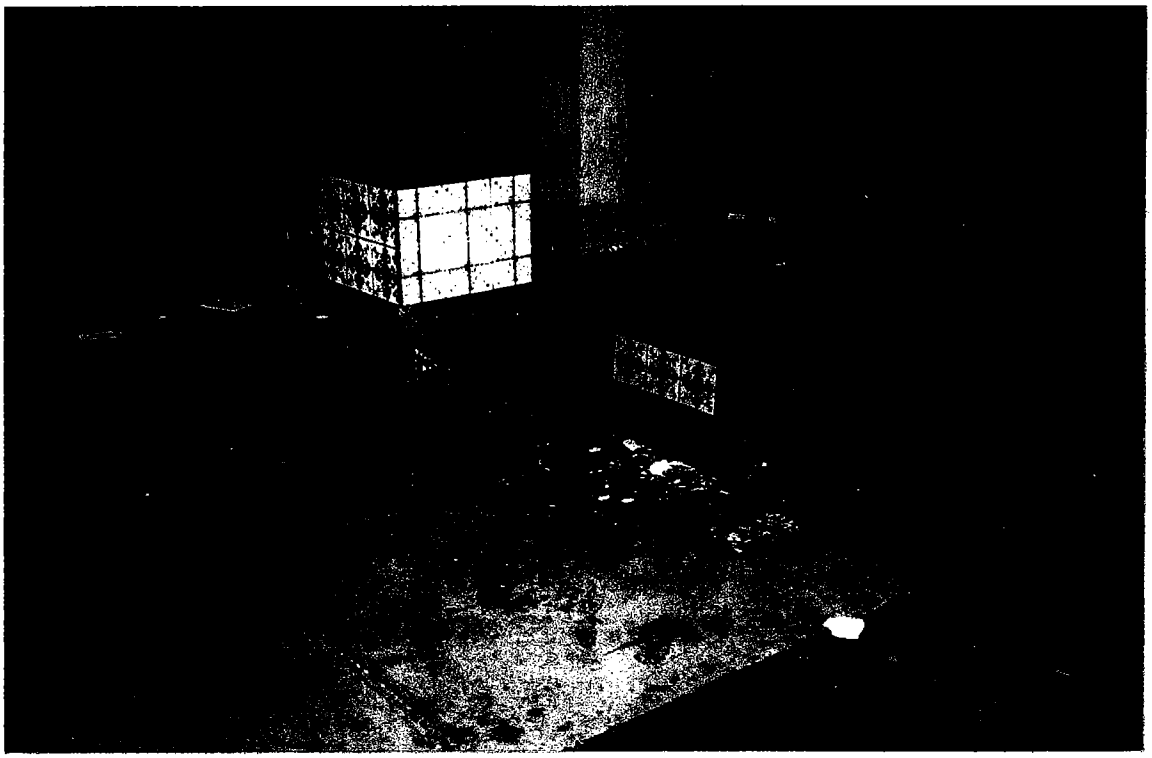
In addition to the "honor" system, HPS has Supervisors out in the field seven days per week. This not only verifies that staff technicians are on the job, doing when they are contracted to do, but allows us the time to do Quality Control. Supervisors are armed with printouts of the prior days (weeks) work and have the opportunity to not only check current jobs, but to verify the completion of previous assignments. When Supervisors cannot make it to a particular site that day, vehicles are equipped with roof mounted Teletrac GPS Systems, that allow us to monitor the exact location of any of the vehicles at any time.

TRAINING PROGRAM

All staff members must attend and pass a comprehensive in-house training program, prior to being qualified for as a Pressure Washing Technician. Prior to beginning work, and immediately after hiring, the personnel record is examined to substantiate all submitted facts and information. A voluntary drug test is administered and forms are signed allowing random drug tests during employment. Driving record is examined for any noticeable failings. Once the preliminary, administrative work is completed, the employee is issued uniforms, gloves, safety goggles, hard hat, safety vest, rubber boots, and Employee Manual, and several guides to equipment and procedures. Some of this is "homework", and must be completed before formal training begins at our offices, and then the job site. The training is usually broken down into six distinct areas, though there may be some overlapping:

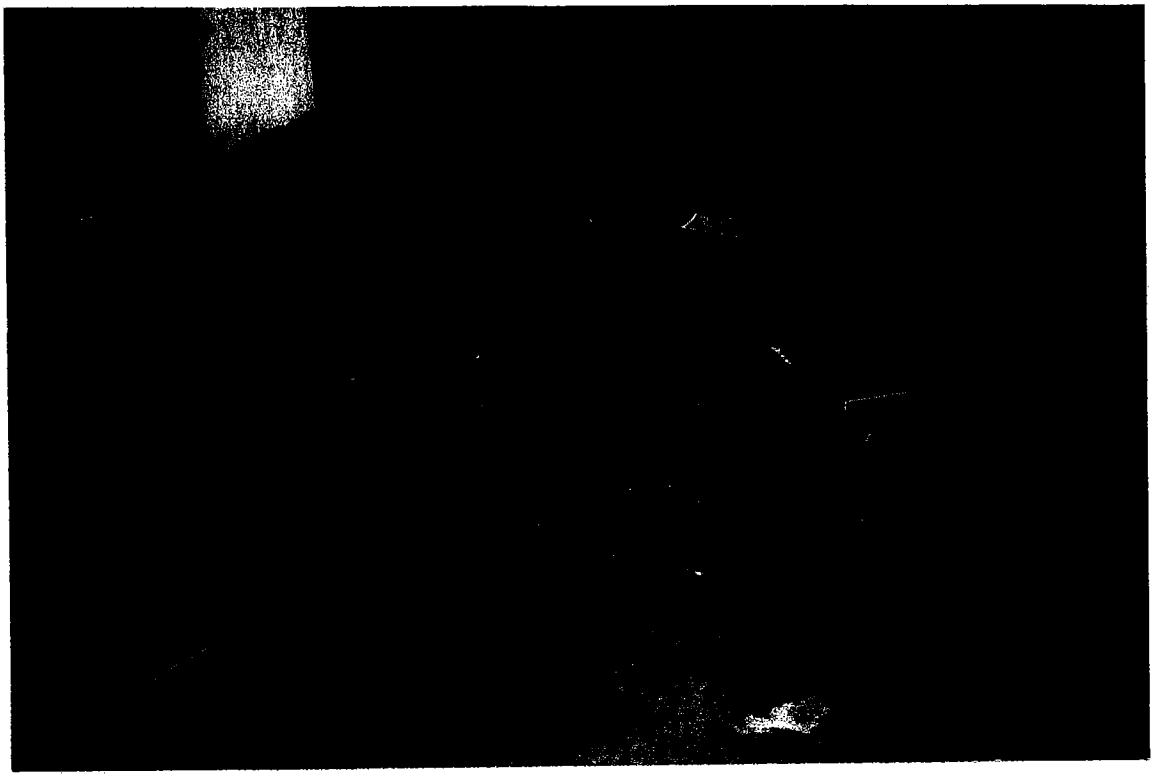
1) Safety and operating procedures for high pressure washers
2) Safety and operating procedures for gas powered spray equipment
3) Safe vehicle operating procedures and included emergency/safety equipment
4) Graffiti removal techniques on 12 different types of surfaces
5) Use of chemicals, reading an MSDS, emergency procedures and BMPs
6) Public relations, expected behavior, image and dealing with the public

The training process, both in the office with a veteran supervisor and out in the field, takes two weeks, before a new hire is allowed to work solo, but still supervised.



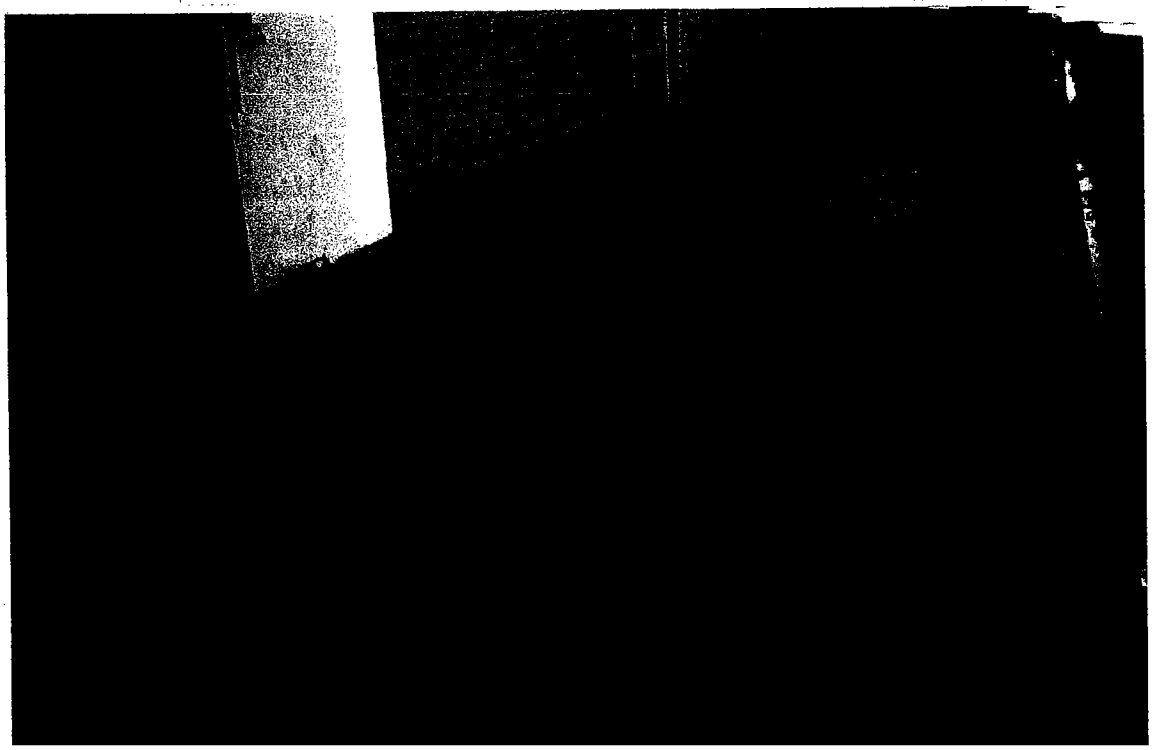
A typical bus stop area prior to Woods Maintenance Service, Inc. taking over the maintenance

A concentrated effort with the right equipment and dedicated personnel again makes the area appealing



Invariably, the dirt and spills would be tracked into merchants stores, further exacerbating the situation

I can't believe I cleaned the whole thing!



APPENDICES

FORM PW-1

VERIFICATION OF PROPOSAL

DATE: 3/26/2006 — **THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:**

1. THIS DECLARATION IS GIVEN IN SUPPORT OF A PROPOSAL FOR A CONTRACT WITH THE COUNTY OF LOS ANGELES.

2. NAME OF SERVICE: FLORENCE AVENUE ENHANCED MAINTENANCE

DECLARANT INFORMATION

3. NAME OF DECLARANT: BARRY K. WOODS

4. I AM DULY VESTED WITH THE AUTHORITY TO MAKE AND SIGN INSTRUMENTS FOR AND ON BEHALF OF THE PROPOSER(S).

5. MY TITLE, CAPACITY, OR RELATIONSHIP TO THE PROPOSER(S) IS: PRESIDENT

PROPOSER INFORMATION

6. Proposer's full legal name: WOODS MAINTENANCE SERVICES, INC. — Telephone No.: (818) 764-2515

Address: 7260 ATOLL AVENUE — Fax No.: (818) 764-2516

e-mail: — County WebVen No.: 0569650I — IRS No.: 95-4643637 — Business License No.: L490196-96

7. Proposer's fictitious business name(s) or dba(s) (if any): HYDRO PRESSURE SYSTEMS | GRAFFITI CONTROL SYSTEMS

County(s) of Registration: LOS ANGELES — State: CA — Year(s) became DBA: 1975 | 1991

8. The Proposer's form of business entity is (CHECK ONLY ONE):

☐ Sole proprietor	Name of Proprietor:	
☑ A corporation:	Corporation's principal place of business: 7260 ATOLL AVENUE, NH 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 AVE	City	NORTH HOLLYWOOD	State	CA	Zip	91605
Name(s)	DIANE W. WOODS	Title	SECRETARY	Phone	(818) 764-2515	Fax	(818) 764-2516
Street	7260 ATOLL AVE	City	NORTH HOLLYWOOD	State	CA	Zip	91605

10. Is your firm wholly or majority owned by, or a subsidiary of another firm? ☑ 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): HYDRO PRESSURE SYSTEMS — Year of name change: _____.
Name(s): GRAFFITI CONTROL SYSTEMS — Year of name change: _____.

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. CHECK ONE:
☑ (a) I am making these representations on my personal knowledge; **OR**
☐ (b) I am making these representations based on information and belief that they are true.

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

Signature of Proposer or Authorized Agent: _____ — Date: 3/27/06

FORM PW-2

SCHEDULE OF PRICES
FOR
FLORENCE AREA ENHANCED MAINTENANCE SERVICE

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

DESCRIPTION	PRICE PER MONTH	ANNUAL PRICE (PRICE PER MONTH X 12)
Contractor's price to supply all personnel, supervision, supplies, equipment, transportation, etc., to provide the enhanced maintenance/graffiti removal services in Florence Avenue Enhancement Project Area 1.	$10,250.00	$123,000
Contractor's price to supply all personnel, supervision, supplies, equipment, transportation, etc., to provide the enhanced maintenance/graffiti removal services in Florence Avenue Enhancement Project Area 2.	$10,250.00	$123,000

TOTAL ANNUAL AMOUNT (Project Areas 1 & 2) $246,000.00

LEGAL NAME OF PROPOSER
WOODS MAINTENANCE SERVICES, INC.

SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL

TITLE OF AUTHORIZED PERSON
PRESIDENT

DATE	STATE CONTRACTOR'S LICENSE NUMBER	LICENSE TYPE
MARCH 27, 2006	745689	C61, D38, D49, D63, C33

PROPOSER'S ADDRESS:
7260 ADOLL AVENUE
NORTH HOLLYWOOD, CA 91605

PHONE	FAX	E-MAIL
(818) 764-2515	(818) 764-2516	bkw@graffitticontrol.com

FORM PW-3

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): ENHANCED MAINTENANCE SVCS.			

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:	Title:
BARRY K. WOODS	PRESIDENT
Signature:	Date:
	3/27/06

FORM PW-4

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: FLORENCE AREA ENHANCED MAINTENANCE SERVICE
SERVICE BY PROPOSER WOODS MAINTENANCE SERVICES, INC.
PROPOSAL DATE: MARCH 27, 2006

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

	2001	2002	2003	2004	2005	Total	Current Year to Date
1. Number of contracts.	52	60	58	61	58	289	55
2. Total dollar amount of Contracts (in thousands of dollars).	3.7 Million	4.2 Million	3.6 Million	3.9 Million	4.4 Million	19.8 Million	2.1 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	0	0	0	0	0	0
6. Number of lost workdays.	0	0	0	0	0	0	0

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

B Woods

Name of Proposer or Authorized Agent (print)

BARRY V. WOODS

Signature

3/27/06

Date

FORM PW-5

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 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 B Woods Date 3/27/06

FORM PW-6

PROPOSER'S REFERENCE LIST

PROPOSED CONTRACT FOR: FLORENCE AREA ENHANCED MAINTENANCE SERVICE

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 before listing. Incorrect names, telephone, or fax numbers 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:	DATES:
DEPT/ DISTRICT:	
CONTACT:	Please see
TELEPHONE:	Reference letters
FAX:	in "ATTACHMENTS"

SERVICE:	DATES:
DEPT/DISTRICT	
CONTACT:	
TELEPHONE:	
FAX:	

SERVICE:	DATES:
DEPT/ DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	

SERVICE:	DATES:
DEPT/DISTRICT	
CONTACT:	
TELEPHONE:	
FAX:	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE:	DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	

SERVICE:	DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	

SERVICE:	DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	

SERVICE:	DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	

FORM PW-7

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name	WOODS MAINTENANCE SERVICES, INC.
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.	☑ YES ☐ NO
2.	The proposer periodically conducts a self- analysis or utilization analysis of its work force.	☑ YES ☐ NO
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	☑ YES ☐ 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.	☑ YES ☐ NO

Proposer	WOODS MAINTENANCE SERVICES, INC.
Authorized representative	BARRY K. WOODS
Signature	B. K. Woods
Date	3/27/06

FORM PW-8

LIST OF SUBCONTRACTORS

The proposer is required to fill in the following blanks.

Subcontractors listed must be properly licensed under the laws of the State of California for the type of work which 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 work.

Name under which Subcontractor is licensed	License Number	Address	Specific Description of Subcontract work
NONE			
ANTICIPATED			

FORM PW-9

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

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

FIRM NAME: WOODS MAINTENANCE SERVICES, INC.

My County (WebVen) Vendor Number: 0 5696 501

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

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

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

Business Structure:	☐ Sole	☐ Partnership	☒ Corporation	☐ Nonprofit	☐ Franchise
☐ Other (Please Specify):					
Total Number of Employees (including owners): 83					

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owner / Partners / Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American					1	
Hispanic/Latino			23	4	47	3
Asian or Pacific Islander						
American Indian					1	
Filipino					2	
White	1	1				

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

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	50 %
Women	%	%	%	%	%	50 %

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

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

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

Authorized Signature:	Title:	Date:
[signature]	PRESIDENT	3/27/06

COUNTY OF LOS ANGELES
OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 780
Los Angeles, California 90012
(213) 974-1080 / FAX 626-7034
TDD (213) 974-0911

MEMBERS OF THE BOARD

GLORIA MOLINA
YVONNE BRATHWAITE bURKE
ZEV YAROSLAVSKY
DON KNABE
MICHAEL D. ANTONOVICH

Dennis A. Tafoya
Director

Jun 05, 2003

Barry K. Woods
GRAFFITI CONTROL SYSTEMS
7260 Atoll Avenue
North Hollywood, CA 91605

Vendor #: 05696501

Dear Barry K. Woods

Congratulations! Your business has been certified as an eligible participant in the County of Los Angeles Local Small Business Enterprise Preference Program (Local SBE). Your Local SBE certification is valid until April 30, 2006 .

In order for Local SBE preference consideration, each eligible solicitation for the Local SBE preference will include the "Request for Local SBE Preference Program Consideration" form. You must complete the form and provide the above Vendor Number in your bid/proposal for each response to a County solicitation.

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

Again, congratulations on your certification. If you have any questions regarding the Local SBE Program, visit our website at http://oaac.co.la.ca.us/SBEMain.htm or call the Local SBE Customer Service at (213) 974-0912.

Sincerely,

DENNIS A. TAFOYA
DIRECTOR

Marcus V. Castro
Senior Deputy Compliance Officer

DAT:MVC:RV
G:\SBE\Vendor Registration-Approval.doc

FORM PW-10

GAIN/GROW EMPLOYMENT COMMITMENT

The undersigned:

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

OR

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

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

Signature	Title PRESIDENT
Firm Name WOODS MAINTENANCE SVCS	Date MARCH 27, 2006

FORM PW-12

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		
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

MARCH 27, 2006
Date

BARRY K. WOODS - PRESIDENT
Name and Title (please type or print)

FORM PW-13

STATEMENT OF EQUIPMENT FORM

THIS PAGE IS TO BE COMPLETED BY PROPOSER AND SUBMITTED TO THE COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

PROPOSER'S NAME Woods Maintenance Services

ADDRESS 7260 Atoll Ave. - North Hollywood 91605

TELEPHONE 818-764-2515

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT AVAILABLE

One item per line; do not submit an equipment list in your own format.
Form may be reproduced in order to list all equipment.

TYPE OF EQUIPMENT	MAKE AND EQUIPMENT YOU ARE OFFERING	MODEL	YEAR	SERIAL NUMBER LAST 4- VIN #
Truck	Toyota	Stake	1988	3383
VAN	Chevy	VAN	1980	0710
Sweeper	GMC	W4500	2002	4311
Bucket	Ford 47'	F700	1985	6545
Tiltmaster	Chevy	W3500	2004	1889
Truck	Toyota	stake	1991	5008
Tiltmaster	Chevy	W3500	2004	1890
Tiltmaster	Chevy	W3500	2004	2159
Truck	Toyota	Tacoma	2002	3111
Truck	Mitsubishi	Pick-up	1987	5314
Tiltmaster	Chevy	W3500	2000	3110

REMARKS: _____

FORM PW-13

STATEMENT OF EQUIPMENT FORM

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ADDRESS 7260 Atoll Ave. - North Hollywood 91605

TELEPHONE 818-764-2515

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT AVAILABLE

One item per line; do not submit an equipment list in your own format.
Form may be reproduced in order to list all equipment.

TYPE OF EQUIPMENT	MAKE AND EQUIPMENT YOU ARE OFFERING	MODEL	YEAR	SERIAL NUMBER Last 4- VIN #
VAN	FORD	Club VAN	1997	7460
Truck	FORD	RANGER	2002	7215
Dump	FORD	F700	1995	5362
Truck	Toyota	state	1991	9282
Truck	GMC	SIERRA	1989	2468
Truck	Toyota	state	1992	8898
Truck	FORD	RANGER	1997	4828
Truck	FORD	RANGER	1997	4857
Dump	FORD	F700	1995	5598
Truck	FORD	F250	1999	0055
Truck	FORD	F150	1999	2589

REMARKS: _____

FORM PW-13

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TELEPHONE 818-764-2515

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One item per line; do not submit an equipment list in your own format.
Form may be reproduced in order to list all equipment.

TYPE OF EQUIPMENT	MAKE AND EQUIPMENT YOU ARE OFFERING	MODEL	YEAR	SERIAL NUMBER Last 4-VIN #
Dump	Ford	F700	1995	5622
Truck	Ford	F250	1987	7101
Truck	Ford	Ranger	2000	9995
Truck	Ford	F150	2000	8424
Dump	Ford	F700	1997	8171
Truck	Chevy	3500	2000	4133
Truck	Ford	F150	2001	0564
Tiltmaster	Chevy	W3500	2004	2529
Truck	Ford	F150	2001	2697
Dump	Ford	F800	1998	2245
Dump	Ford	F750	2001	7234

REMARKS: _____

_____

_____

FORM PW-13

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PROPOSER'S NAME Woods Maintenance Services

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TELEPHONE 818-764-2515

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT AVAILABLE

One item per line; do not submit an equipment list in your own format.
Form may be reproduced in order to list all equipment.

TYPE OF EQUIPMENT	MAKE AND EQUIPMENT YOU ARE OFFERING	MODEL	YEAR	SERIAL NUMBER Last 4- Vin #
TiltMaster	Chevy	W3500	2002	3245
TiltMaster	Chevy	W3500	2002	3860
TiltMaster	Chevy	W3500	2002	3169
TiltMaster	Chevy	W3500	2004	1393
TiltMaster	Chevy	W3500	2004	1396
TiltMaster	Chevy	W3500	2004	1395
Truck	Ford	E-350	1999	5336
Truck	Ford	E-350	2000	5335
Truck	Ford	E-350	1999	5331
TiltMaster	Chevy	W3500	2006	2246
TiltMaster	Chevy	W3500	2006	1594

REMARKS: _____

FORM PW-13

STATEMENT OF EQUIPMENT FORM

THIS PAGE IS TO BE COMPLETED BY PROPOSER AND SUBMITTED TO THE COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

PROPOSER'S NAME Woods Maintenance Services

ADDRESS 7260 Atoll Ave. - North Hollywood 91605

TELEPHONE 818-764-2515

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT AVAILABLE

One item per line; do not submit an equipment list in your own format.
Form may be reproduced in order to list all equipment.

TYPE OF EQUIPMENT	MAKE AND EQUIPMENT YOU ARE OFFERING	MODEL	YEAR	SERIAL NUMBER Last 4 - VIN #
Tiltmaster	Chevy	W3500	2006	1593
Tiltmaster	Chevy	W3500	2006	1741

REMARKS: _____

_____

_____

FORM PW-13

STATEMENT OF EQUIPMENT FORM

THIS PAGE IS TO BE COMPLETED BY PROPOSER AND SUBMITTED TO THE COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

PROPOSER'S NAME Woods Maintenance Services

ADDRESS 7260 Atoll Ave. - North Hollywood 91605

TELEPHONE 818-764-2515

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT AVAILABLE

One item per line; do not submit an equipment list in your own format.
Form may be reproduced in order to list all equipment.

TYPE OF EQUIPMENT	MAKE AND EQUIPMENT YOU ARE OFFERING	MODEL	YEAR	SERIAL NUMBER
pressure washer	Delco	RK-41	2004	
			2002	
			2004	
			2004	
			2000	
			2000	
			2000	
			2000	
			2004	
			2002	
			2002	

REMARKS: _____

_____

_____

FORM PW-13

STATEMENT OF EQUIPMENT FORM

THIS PAGE IS TO BE COMPLETED BY PROPOSER AND SUBMITTED TO THE COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

PROPOSER'S NAME Woods Maintenance Services

ADDRESS 7260 Atoll Ave. - North Hollywood 91605

TELEPHONE 818-764-2515

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT AVAILABLE

One item per line; do not submit an equipment list in your own format.
Form may be reproduced in order to list all equipment.

TYPE OF EQUIPMENT	MAKE AND EQUIPMENT YOU ARE OFFERING	MODEL	YEAR	SERIAL NUMBER
Pressure Washer	Delco	RK-41	2002	
			2004	
			2004	
			2004	
			2005	
			2005	
			2005	
			2006	
			2006	
			2006	
			2006	

REMARKS: _____

FORM LW-3

COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE

Contractor Living Wage Declaration

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

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

☑ 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 **$9.46 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 $1.14 per hour** per employee. I will pay an hourly wage of not less that **$9.46 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 $1.14 per hour** per employee. I will pay an hourly wage of not less than **$8.32 per hour** per employee.

Health Plan(s):

Company Insurance Group Number:

Health Benefit(s) Payment Schedule:

☐ Monthly ☐ Quarterly ☐ Bi-Annual

☐ Annually ☐ Other: _____ (Specify)

PLEASE PRINT COMPANY NAME: WOODS MAINTENANCE SERVICES, INC.	
I declare under penalty of perjury under the laws of the State of California that the above information is true and correct:	
SIGNATURE: [signature]	DATE: MARCH 27, 2006
PLEASE PRINT NAME: BARRY K. WOODS	TITLE OR POSITION: PRESIDENT

FORM LW-4

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

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

LIVING WAGE ORDINANCE:

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

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

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

LABOR LAW/PAYROLL VIOLATIONS :

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

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

☑ The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal; **OR**

☐ The Firm **HAS** been named in a complaint, claim, investigation, or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

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

☑ There **HAS BEEN NO** determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**

☐ There **HAS BEEN** a determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor/Payroll Violation. I have attached to this form the required Labor/Payroll/ Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

HISTORY OF DEBARMENT (Check one):

☑ The Firm **HAS NOT** been debarred by any public entity during the past ten years; **OR**

☐ The Firm **HAS** been debarred by a public entity within the past ten years. Provide the pertinent information (including each public entity's name and address, dates of disbarment, and nature of each debarment) on the attached Labor/Payroll/Debarment History form.

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

B Woods

Owner's/Agent's Authorized Signature

BARRY K. WOODS. PRES

Print Name and Title

WOODS MAINTENANCE SUCS.

Print Name of Firm

3/27/06

Date

FORM LW-5

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

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

☐ An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.

☐ A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.

☐ A debarment by a public entity listed below within the past ten years.

Print Name of Firm: WOODS MAINT SVCS.	Print Name of Owner: BARRY K. WOODS
Print Address of Firm: 7260 ATOLL AVE	Owner's/AGENT's Authorized Signature:
City, State, Zip Code N. H CA 91605	Print Name and Title: BARRY K. WOODS. PRESIDENT

Public Entity Name	
Public Entity Address:	**Street Address:**
	City, State, Zip:
Case Number/Date Claim Opened:	**Case Number:** NONE
	Date Claim Opened:
Name and Address of Claimant:	**Name:**
	Street Address:
	City, State, Zip:
Description of Work: (e.g., Janitorial)	
Description of Allegation and/or Violation:	
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	

☐ Additional Pages are attached for a total of _____ pages.

FORM LW-6

GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS

COUNTY DETERMINATION **Proposer Name:**_____ **Contracting Department:** _____ **Department Contact Person:**_____ **Phone:**_____	**RANGE OF DEDUCTION**_____ (Deduction is taken from the maximum evaluation points available)	
	Proposer Fully Disclosed	Proposer *Did Not* Fully Disclose
MAJOR County determination, based on the Evaluation Criteria, that proposer has a record of very serious violations.*	8 - 10% Consider investigating a finding of proposer non-responsibility**	16 - 20% Consider investigating a finding of proposer non-responsibility**
SIGNIFICANT County determination, based on the Evaluation Criteria, that proposer has a record of significant violations.*	4 - 7%	8 - 14% Consider investigating a finding of proposer non-responsibility**
MINOR County determination, based on the Evaluation Criteria, that proposer has a record of relatively minor violations.*	2 - 3%	4 - 6%
INSIGNIFICANT County determination, based on the Evaluation Criteria, that proposer has a record of very minimal violations.*	0 - 1%	1 - 2%
NONE County determination, based on the Evaluation Criteria, that proposer does not have a record of violations.*	0	N/A

Assessment 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.

FORM LW-7

REQUESTED INFORMATION ON THE PROPOSER'S MEDICAL PLAN COVERAGE

Proposer: WOODS MAINTENANCE SERVICES, INC.

Name of Proposer's Health Plan: NONE Date:

(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	 Y N Y N Y N Y N	 $ $ $ $	
Proposer's portion of above health premium payment Employee only Employee + 1 dependent Employee + 2 dependents Employee + 3 dependents	 Y N Y N Y N Y N	 $ $ $ $	
Any Annual Deductible? Per Person Per Family	 Y N Y N	 $ $	
Any Annual Maximum Employee Out-of-Pocket Expense? Per Person Per Family	 Y N Y N	 $ $	
Any Lifetime Maximum? Per Person Per Family	 Y N Y N	 $ $	
Ambulance coverage	Y N	$	
Doctor's Office Visits	Y N	$	
Emergency Care	Y N	$	
Home Health Care	Y N	$	
Hospice Care	Y N	$	
Hospital Care	Y N	$	
Immunizations	Y N	$	
Maternity	Y N	$	
Mental Health	Y N	$	
Mental Health In-Patient Coverage	Y N	$	

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

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

Under this health plan, a full time employee:

☐ Becomes eligible for health insurance coverage after ___ days of employment.

☐ Is defined as an employee who is employed more than ___ hours per week.

OTHER BENEFITS:

A.NUMBER OF PAID SICK DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 0 DAYS.

B.NUMBER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 0 DAYS.

C.NUMBER OF PAID VACATION DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 5 DAYS.

D.NUMBER OF PAID VACATION DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 5 DAYS.

E.NUMBER OF PAID HOLIDAYS PER YEAR IS 5 DAYS.

COST METHODOLOGY FOR CONTRACT: FLORENCE AREA ENHANCED MAINTENANCE SERVICE

FORM LW-8

PROPOSER: WOODS MAINTENANCE SERVICES

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ANNUAL HOURS	HOURLY WAGE RATE	ANNUAL COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
PRESSURE WASHING TECH		8	8	8	8	8		40	2,080	12.00	$ 24,960
"		"	"	"	"	"		"	"	"	$ "
"		"	"	"	"	"		"	"	"	$ "
SUPERVISOR		4			4			8	416	18.00	$ 7488
											$
											$
											$
											$
											$

Comments/Notes:		
	Total Annual Salaries	$ 107,328
	(1) Vacations, Sick Leave, Holiday	$ 6,480
	(2) Health Insurance **	$ -
	(3) Payroll Taxes & Workers' Compensation	$ 62,700
	(4) Welfare and Pension	$ -
	Total Annual Employee Benefits (1+2+3+4)	$ 176,508
	(5) Equipment Costs	$ 8,610
	(6) Service and Supply Costs	$ 12,300
	(7) General and Administrative Costs	$ 19,680
	(8) Profit	$ 29,520
	Total Annual Other Costs (5+6+7+8)	$ 70,110
	*** TOTAL ANNUAL PRICE	$ 246,618

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

** Minimum cost for health insurance is $1.14/hour if hourly wage rate is between $8.32 and $9.46, unless exemption from Living Wage requirements has been granted by the County.

*** This amount shall be equal to the Total Amount shown on PW-2, Schedule of Prices.

ATTACHMENTS

COUNTY OF LOS ANGELES
OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 780
Los Angeles, California 90012
(213) 974-1080 / FAX 626-7034
TDD (213) 974-0911

MEMBERS OF THE BOARD

GLORIA MOLINA
YVONNE BRATHWAITE bURKE
ZEV YAROSLAVSKY
DON KNABE
MICHAEL D. ANTONOVICH

Dennis A. Tafoya
Director

Jun 05, 2003

Barry K. Woods
GRAFFITI CONTROL SYSTEMS
7260 Atoll Avenue
North Hollywood, CA 91605

Vendor #: 05696501

Dear Barry K. Woods

Congratulations! Your business has been certified as an eligible participant in the County of Los Angeles Local Small Business Enterprise Preference Program (Local SBE). Your Local SBE certification is valid until April 30, 2006 .

In order for Local SBE preference consideration, each eligible solicitation for the Local SBE preference will include the "Request for Local SBE Preference Program Consideration" form. You must complete the form and provide the above Vendor Number in your bid/proposal for each response to a County solicitation.

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

Again, congratulations on your certification. If you have any questions regarding the Local SBE Program, visit our website at http://oaac.co.la.ca.us/SBEMain.htm or call the Local SBE Customer Service at (213) 974-0912.

Sincerely,

DENNIS A. TAFOYA
DIRECTOR

Marcus V. Castro
Senior Deputy Compliance Officer

DAT:MVC:RV
G:\SBE\Vendor Registration-Approval.doc

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/04/2005

PRODUCER (818)316-0999 FAX (818)316-0990
Scanlon, Guerra, Jacobsen & Burke Ins. Brokers
License# 0782266
P.O. Box 749
Woodland Hills, CA 91365-0749

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

INSURED Woods Maintenance Services Inc
DBA: Graffiti Control Systems
7260 Atoll Avenue
North Hollywood, CA 91605

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: The Hartford	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		[ ] COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$
		[ ] CLAIMS MADE [ ] OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
		[ ] POLICY [ ] PRO-JECT [ ] LOC				PRODUCTS - COMP/OP AGG	$
A	X	AUTOMOBILE LIABILITY	72UENUM4193	05/01/2005	05/01/2006	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
		[X] ANY AUTO				BODILY INJURY (Per person)	$
		[ ] ALL OWNED AUTOS					
		[ ] SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
		[X] HIRED AUTOS					
		[X] NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
							$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Re:
Certificate holder is named as an Additional Insured per policy form.

*10 days notice of cancellation for non- payment of premiun

CERTIFICATE HOLDER

County of Los Angeles
Dept of Public Works
Administrative Services
Attn: Ocie Ransfer
P.O. Box 1460
Alhambra, CA 91802-1460

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Kim Atteberry/KLA

©ACORD CORPORATION 1988

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID CJ WOODS-2 | DATE (MM/DD/YYYY) 02/14/06

PRODUCER
Valley Insurance Service
License# 0566246
861 South Oak Park Road
Covina CA 91724
Phone: 626-966-3664 Fax: 626-966-3895

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

INSURED
Woods Maintenance Services, In
DBA:Graffitti & Control System
DBA: Hydro Pressure Systems
7260 Atoll Ave.
North Hollywood CA 91605

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Redwood Fire & Casualty	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$
		CLAIMS MADE OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
		POLICY PRO-JECT LOC				PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO					
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		HIRED AUTOS				BODILY INJURY (Per accident)	$
		NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	W5934564	09/01/05	09/01/06	X WC STATU-TORY LIMITS OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
10 day notice of cancellation for non payment of premiums.

CERTIFICATE HOLDER

CNTYLOA

County of Los Angeles
Adminstrative Services
PO Box 1460
Alhambra CA 91802-1460

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 19

Client#: 9361 HYDRPRE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/09/05

PRODUCER
Bell-Anderson Ins-Bellevue C/L
P. O. Box 40509
11201 S. E. 8TH ST., SUITE 100
Bellevue, WA 98015-4509

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

INSURED
Woods Maintenance Services Inc
dba Hydro Pressure Systems
7260 Atoll Avenue
N Hollywood, CA 91605

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: American States Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	01CC35100180	12/09/05	12/09/06	EACH OCCURRENCE	$1,000,000
		[X] COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$200,000
		[ ] CLAIMS MADE [X] OCCUR				MED EXP (Any one person)	$10,000
						PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$2,000,000
		[ ] POLICY [ ] PRO-JECT [ ] LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		[ ] ANY AUTO					
		[ ] ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		[ ] SCHEDULED AUTOS					
		[ ] HIRED AUTOS				BODILY INJURY (Per accident)	$
		[ ] NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
A		EXCESS/UMBRELLA LIABILITY	01XS12597800	12/09/05	12/09/06	EACH OCCURRENCE	$1,000,000
		[ ] OCCUR [X] CLAIMS MADE				AGGREGATE	$1,000,000
							$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

** Supplemental Name **

DBA: GRAFFITI CONTROL SYSTEMS

The County of Los Angeles, its political subdivisions, agencies, entities,
(See Attached Descriptions)

CERTIFICATE HOLDER

County of Los Angeles Dept of
Public Works
P.O. Box 7508
Alhambra, CA 91802

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

James M Scott

© ACORD CORPORATION 1988

State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE

Consumer Affairs

License Number **741322** Entity CORP

Business Name WOODS MAINTENANCE SERVICES INC DBA GRAFFITI CONTROL SYSTEMS

Classification(s) C61/D52 C33 C61/D38

Expiration Date 10/31/2007

State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE

Consumer Affairs

License Number **745689** Entity CORP

Business Name WOODS MAINTENANCE SERVICES INC DBA HYDRO PRESSURE SYSTEMS

Classification(s) C33 C61/D38 C61/D49 C61/D63

Expiration Date 02/29/2008

CURRENT AND ACTIVE CONTRACTOR LICENSES FOR:

C33 - PAINTING

C61 D38 - WATERBLASTING/SANDBLASTING

C61 D52 - WINDOW FILM PROTECTION

C61 D49 - TREE TRIMMING

C61 D63 - CONSTRUCTION CLEANUP

FINANCIALS

THE FINANCIALS HAVE BEEN RECEIVED AND ARE ON FILE. THE FINANCIALS HAVE BEEN DEEMED PROPRIETARY AND CONFIDENTIAL AND THEREFORE HAVE NOT BEEN INCLUDED IN THIS PACKET.

BOARD OF PUBLIC WORKS
MEMBERS

CYNTHIA M. RUIZ
PRESIDENT

DAVID SICKLER
VICE PRESIDENT

PAULA A. DANIELS
PRESIDENT PRO TEMPORE

YOLANDA FUENTES
COMMISSIONER

VALERIE LYNNE SHAW
COMMISSIONER

CITY OF LOS ANGELES
CALIFORNIA

ANTONIO R. VILLARAIGOSA
MAYOR

BOARD OF PUBLIC WORKS
OFFICE OF COMMUNITY
BEAUTIFICATION

ROOM 356, CITY HALL
200 N. SPRING STREET
LOS ANGELES CA 90012

PAUL K. RACS
DIRECTOR
(213) 978-0229

GENERAL INFORMATION
(213) 978-0228
FAX: (213) 978-0241

March 10, 2006

To Whom It May Concern:

Woods Maintenance Services, Inc. (Graffiti Control Systems) has been a service provider to the City of Los Angeles for over 20 years. As a graffiti abatement contractor, they are professional, thorough and responsive, with a keen eye for detail, and customer service.

In addition to supplying roving patrols throughout the city eradicating graffiti, the Office of Community Beautification has entrusted the cleaning and protection of city murals, and all high graffiti abatement to their care and expertise.

Barry Woods and the entire management staff have been quick to volunteer time, material and equipment to beautification projects for the City, without a second thought.

I would, without hesitation or reservation, recommend Graffiti Control Systems for any municipal work under consideration as an example of outsourcing at its finest. Should you desire additional information, please feel free to contact me at 213-978-0229.

Sincerely,

Paul Racs, Director
Office of Community Beautification
City of Los Angeles, Board of Public Works

Community Development Department

City of Tustin

300 Centennial Way
Tustin, CA 92780
714.573.3100

February 21, 2006

To Whom It May Concern:

This is a letter of recommendation for Graffiti Control Systems, who currently provide graffiti removal services for the City of Tustin.

Graffiti Control systems has provided graffiti removal services to the City of Tustin since 1993. They have performed exceptionally well in conjunction with City staff in removing reported and observed graffiti from both, public and private facilities. Their staff is cordial and helpful. There have been several occasions in which their services were needed on an expedited basis and the staff of Graffiti Control Systems made extraordinary efforts to accommodate City staff in these situations.

I therefore recommend Graffiti Control Systems based on their history of performance for the City of Tustin.

Please feel free to contact me if you have further questions, I can be reached at (714) 573-3134.

Sincerely,

George Wiesinger
Code Enforcement Officer

Gwiesinger:Graffiti Control Systems letter of recommendation.doc

CITY OF SOUTH PASADENA
PUBLIC WORKS DEPARTMENT
1414 MISSION STREET, SOUTH PASADENA, CA 91030
TEL: 626.403.7240 ▪ FAX: 626.403.7241
WWW.CI.SOUTH-PASADENA.CA.US

February 8, 2006

Barry Woods, President
Graffiti Control Systems
7260 Atoll Avenue
North Hollywood, CA 91605

Letter of Recommendation
Graffiti Removal Program

The City of South Pasadena Public Works Department manages the Graffiti Removal Program for the residents and businesses in the City of South Pasadena. We have been fortunate to utilize the services provided by Barry Woods and Graffiti Control Systems.

The graffiti removal service is efficient and provides for specialized removal techniques for all vandalized surfaces using expert color-matching, chemical or soda blasting techniques for delicate structures.

Our relationship with Graffiti Control Systems goes back some twelve years now and we have had no incident that has been too large or difficult to manage.

We would recommend Graffiti Control Systems to any agency in need of an efficient program to remove graffiti and provide safety and security to its residents.

Sincerely,

Diana Harder
Public Works Assistant

OLD WATERING TROUGH

CITY OF GLENDALE, CALIFORNIA
Public Works Department
MAINTENANCE SERVICES DIVISION

541 W. Chevy Chase Drive
Glendale, California 91204-1813
(818) 548-3950 Fax (818) 547-0637
www.ci.glendale.ca.us

February 13, 2006

To Whom It May Concern:

The City of Glendale has had a contract with Woods Maintenance Services (HPS/GCS) for the past four years. The services provided have been; graffiti removal, gum removal, weekend porter service, and sidewalk sweeping and cleaning.

The city has found that Woods Maintenance Service has provided excellent service throughout this contract. The staff is very professional, from the supervisors and office staff to the workers on site. The work is performed in a timely fashion with a great attention to detail. In addition, the response time for special requests, or emergency services has also been exemplary.

I have found that Barry Woods and the staff at Woods Maintenance Service have provided our city with truly first-rate service, and I am pleased to recommend them without reservation. If I can be of further assistance, do not hesitate to call me at (818) 548-3950.

Sincerely,

Ray Torres

City of Glendale Public Works
Maintenance Service Division
Streets Maintenance Supervisor
Ray Torres

Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012-2952
213.922.2000 Tel
metro.net

Metro

February 9, 2006

To whom it may concern:

It is my pleasure to provide a recommendation for Woods Maintenance Company who has provided exceptional service to LACMTA (Metro) for the past 8 years.

Woods has provided graffiti abatement, trash and debris removal, and mechanical weed abatement service for Metro's properties through out Los Angeles County.

The Woods Companies have demonstrated continually to possess the required licenses, equipment, tools, and qualified personnel to handle multiple contracts for Metro properties. Their management team has provided quick response service, detailed work, and as a company they possess a proactive attitude that divides their companies service from the rest and sets the standards for customer service.

Sincerely,

Keith Jackson
Facilities Contracts Supervisor
Los Angeles County Metro

0311807220

City of Diamond Bar

21825 Copley Drive · Diamond Bar, CA 91765-4178

(909) 839-7000 · Fax (909) 861-3117

www.CityofDiamondBar.com

February 23, 2006

To Whom It May Concern,

Graffiti Control Systems has been providing professional graffiti removal services to the City of Diamond Bar since 1993. They have always done an excellent job and it is my pleasure to provide this letter of recommendation.

Barry Woods and his staff are always professional, eager to help and enthusiastic about their work.

If I can be of any further assistance, please feel free to contact me at 909.839.7061.

Respectively,

Bob Rose
Director of Community Services

Carol Herrera
Mayor

Bob Zirbes
Mayor Pro Tem

Wen P. Chang
Council Member

Jack Tanaka
Council Member

Steve Tye
Council Member

Recycled paper

Public Works Department

CITY OF CULVER CITY

9505 West Jefferson Boulevard, Culver City, California 90232

(310) 253-6420
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FAX (310) 253-6430

Heustace Lewis
Public Works
Maintenance Operations
Manager

March 16, 2006

Graffiti Control Systems
7260 Atoll Avenue
North Hollywood, CA 91605

Letter of Recommendation

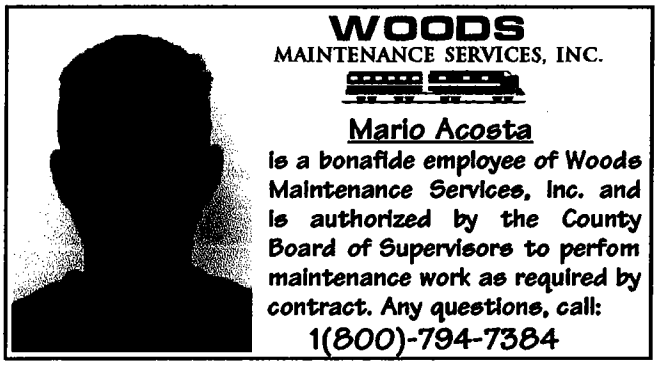
As the Maintenance Manager of the City of Culver City, I have worked closely with Graffiti Control Systems and consider them responsive to the graffiti removal needs of the City of Culver City. We have held a contract with Graffiti Control Systems for ten (10) years. We would recommend them for the service of graffiti removal. Caesar, an employee of Graffiti Control Systems, has proven to be responsible in showing up every day.

If you have any questions, please feel free to call me at (310) 253-6420.

Thank you.

Sincerely,

Heustace Lewis
Public Works
Maintenance Operations Manager



Sample Employee Identification For Contract Personnel

CO.	FILE	DEPT.	CLOCK	NUMBER	049
SWD	000138	042100		0022676324	1

Earnings Statement

HYDRO PRESSURE SYSTEMS
GRAFFITI CONTROL SYSTEMS
7260 ATOLL AVENUE
NORTH HOLLYWOOD, CA 91605

Period Beginning: 03/06/2006
Period Ending: 03/12/2006
Pay Date: 03/17/2006

Taxable Marital Status: Married
Exemptions/Allowances:
Federal: 0
CA: 0

Social Security Number: XXX-XX-0331

Earnings	rate	hours	this period	year to date
Regular	11.2500	40.00	450.00	5,085.00
Overtime	16.8750	6.00	101.25	911.25
Vacation				1,035.00
Gross Pay			**$551.25**	7,031.25

Deductions	Statutory		
Federal Income Tax		-45.28	568.40
Social Security Tax		-34.18	435.94
Medicare Tax		-7.99	101.95
CA State Income Tax		-7.34	92.74
CA SUI/SDI Tax		-4.41	56.25

Net Pay	**$452.05**

Your federal taxable wages this period are $551.25

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TEAR HERE

© 2000 ADP, Inc.

VERIFY DOCUMENT AUTHENTICITY - COLORED AREA MUST CHANGE IN TONE GRADUALLY AND EVENLY FROM DARK AT TOP TO LIGHTER AT BOTTOM

SWD 90-4182/1211

HYDRO PRESSURE SYSTEMS
GRAFFITI CONTROL SYSTEMS
7260 ATOLL AVENUE
NORTH HOLLYWOOD, CA 91605

Payroll check number: 0022676324
Pay date: 03/17/2006

Pay to the order of:

This amount: **FOUR HUNDRED FIFTY TWO AND 05/100 DOLLARS** **$452.05**

ASSISTANCE WITH VERIFICATION AVAILABLE AT 877-423-7243

VOID AFTER 180 DAYS

ADP AUTHORIZED SIGNATURE

ERSONNEL	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			400.00				400.00	5.58 FIT 24.80 SS 5.80 MED	3.20 CA SUI/DI				Check# 22653347 ☐ 360.62
	40.00			440.00				440.00	32.25 FIT 27.28 SS 6.38 MED	4.78 CA 3.52 CA SUI/DI				Check# 22653348 ☐ 365.79
	40.00			360.00				360.00	1.58 FIT 22.32 SS 5.22 MED	2.88 CA SUI/DI				Check# 22653349 ☐ 328.00
	40.00	6.00		450.00	101.25			551.25	45.28 FIT 34.18 SS 7.99 MED	7.34 CA 4.41 CA SUI/DI				Check# 22653350 ☐ 452.05
	40.00			420.00				420.00	6.71 FIT 25.50 SS 5.96 MED	3.29 CA SUI/DI	369.89 X CHK	8.65 B AFLPRE		Voucher# 100002 ☐ .00
	20.00			170.00				170.00	5.56 FIT 10.54 SS 2.46 MED	1.36 CA SUI/DI				Check# 22653351 ☐ 150.08
	40.00	4.00		640.00	96.00			736.00	30.00 FIT 45.63 SS 10.67 MED	20.00 CA 5.89 CA SUI/DI	623.81 X CHK			Voucher# 100003 ☐ .00
	40.00	6.00		360.00	81.00			441.00	22.37 FIT 27.34 SS 6.39 MED	3.47 CA 3.52 CA SUI/DI				Check# 22653352 ☐ 377.91
	24.00			204.00				204.00	.00 FIT 12.64 SS 2.96 MED	1.64 CA SUI/DI				Check# 22653353 ☐ 186.76

SAFETY PROGRAM

Safety First Priority

The personal safety and health of each employee of WOODS MAINTENANCE SERVICES, INC. is of primary importance. Prevention of occupationally-induced injuries and illness is of such consequence that it will be given precedence over operating productivity. To the greatest degree possible, management will provide all mechanical and physical protection required for personal safety and health, but our employees must bear primary responsibility for working safely. A little common sense and caution can prevent most accidents from occurring.

Individual Cooperation Necessary

WOODS MAINTENANCE SERVICES, INC. maintains a safety and health program conforming to the best practices of our field. To be successful, such a program must embody proper attitudes towards injury and illness prevention on the part of supervisors and employees. It requires cooperation in all safety and health matters, not only of the employer and employee, but between the employee and all co-workers. Only through such a cooperative effort can a safety program in the best interests of all be established and preserved. Safety is no accident; think safety and the job will be safer.

Safety Program Goals

The objective of WOODS MAINTENANCE SERVICES, INC. is a safety and health program that will reduce the number of injuries and illness to an absolute minimum, not merely in keeping with, but surpassing the best experience of similar operations by others. Our goal is zero accidents and injuries.

Safety Policy Statement

It is our policy that accident prevention shall be considered of primary importance in all phases of operation and administration. It is

SAFETY PROGRAM

Management's intention to provide safe and healthy working conditions and to establish and insist upon safe practices at all times by all employees.

The prevention of accidents is an objective affecting all levels of our company and its operations. It is, therefore, a basic requirement that each supervisor make the safety of all employees an integral part of his or her regular management function. It is equally the duty of each employee to accept and follow established safety regulations and procedures.

Every effort will be made to provide adequate training to employees. However, if an employee is ever in doubt about how to do a job safely, it is his or her duty to ask a qualified person for assistance. Employees are expected to assist management in accident prevention activities. Unsafe conditions must be reported immediately. Fellow employees that need help should be assisted. Everyone is responsible for the housekeeping duties that pertain to their jobs.

Every injury that occurs on the job, even a slight cut or strain, must be reported to management and/or the Responsible Safety Officer as soon as possible. Under no circumstances, except emergency trips to the hospital, should an employee leave the work site without reporting an injury. When you have an accident, everyone is hurt. Please work safely. Safety is everyone's business.

Safety Rules for All Employees

It is the policy of WOODS MAINTENANCE SERVICES, INC. that everything possible will be done to protect you from accidents, injuries and/or occupational disease while on the job. Safety is a cooperative undertaking requiring an ever-present safety consciousness on the part of every employee. If an employee is injured, positive action must be taken promptly to see that the employee receives adequate treatment. No one likes to see a fellow employee injured by accident. Therefore, all operations must be planned to prevent accidents. To carry out this policy, the following rules will apply:

SAFETY PROGRAM

- ♣ All employees shall follow the safe practices and rules contained in this manual and such other rules and practices communicated on the job. All employees shall report unsafe conditions or practices to the proper authority, including the supervision on the project, and, if corrective action is not taken immediately, a governmental authority with proper jurisdiction over such practices.
- ♣ The President shall be responsible for implementing these policies by insisting that employees observe and obey all rules and regulations necessary to maintain a safe work place and safe work habits and practices.
- ♣ Good housekeeping must be practiced at all times in the work area. Clean up all waste and eliminate any dangers in the work area.
- ♣ Suitable clothing and footwear must be worn at all times. Personal protection equipment (PPE) (hardhats, respirators, eye protection) must be worn whenever needed.
- ♣ All employees will participate in a safety meeting conducted by their supervisor once every thirty days.
- ♣ Anyone under the influence of intoxicating liquor or drugs, including prescription drugs which might impair motor skills and judgment, shall not be allowed on the job.
- ♣ Horseplay, scuffling, and other acts which tend to have an adverse influence on safety or well being of other employees are prohibited.
- ♣ Work shall be well planned and supervised to avoid injuries in the handling of heavy materials and while using equipment.
- ♣ No one shall be permitted to work while the employee's ability or alertness is so impaired by fatigue, illness or other causes that it might expose the employee or others to injury.
- ♣ There will be no consumption of liquor or beer on the job.
- ♣ Employees should be alert to see that all guards and other protective devices are in proper places and adjusted, and shall report any deficiencies to the President.
- ♣ Employees shall not handle or tamper with any electrical equipment, machinery or air or water lines in a manner not within the scope of their duties.

- ♣ All injuries should be reported to the President so that arrangements can be made for medical or first aid treatment.
- ♣ When lifting heavy objects, use the large muscles of the leg instead of the smaller muscles of the back.
- ♣ Do not throw things, especially material and equipment. Dispose of all waste properly and carefully. Bend all exposed nails so that they do not hurt anyone removing the waste.

Training

Employee safety training is another requirement of an effective injury and illness prevention program. While WOODS MAINTENANCE SERVICES, INC. believes in skills training, we also want to emphasize safety training. All employees should start the safety training by reading this manual and discussing any problems or safety concerns with your direct supervisor. You may wish to make notes in the margins of this manual where it applies to your work.

Safety and Health Training

Training is one of the most important elements of any injury and illness prevention program. Such training is designed to enable employees to learn their jobs properly, bring new ideas to the workplace, reinforce existing safety policies and put the injury and illness prevention program into action.

Training is required for both supervision and employees alike. The content of each training session will vary, but each session will attempt to teach the following:

- ♦ The success of our injury and illness prevention program depends on the actions of individual employees as well as a commitment by the Company.
- ♦ Each employee's immediate supervisor will review the safe work procedures unique to that employee's job, and how these safe work procedures protect against risk and danger.

- Each employee will learn when personal protective equipment is required or necessary, and how to use and maintain the equipment in good condition.
- Each employee will learn what to do in case of emergencies occurring in the workplace. Supervisors are also vested with special duties concerning the safety of employees. The supervisors are key figures in the establishment and success of the Company's injury and illness prevention program. They have primary responsibility for actually implementing the injury and illness prevention program, especially as it relates directly to the workplace. Supervisors are responsible for being familiar with safety and health hazards to which employees are exposed, how to recognize them, the potential effects of these hazards, and rules and procedures for maintaining a safe workplace. Supervisors shall convey this information to the employees at the workplace, and shall investigate accidents according to the accident investigation policies contained in this manual.

Periodic Safety Training Meetings

WOODS MAINTENANCE SERVICES, INC. has safety meetings every 90 days. The purpose of the meeting is to convey safety information and answer employee questions. The format of most meetings will be to review, in language understandable to every employee, the content of the injury prevention program, special work site hazards, serious concealed dangers, and material safety data sheets. These meetings are mandatory and compensable.

OSHA Records Required

Copies of required accident investigations and certifications of employee safety training shall be maintained by the Responsible Safety Officer. A written report will be maintained on each accident, injury or on-the-job illness requiring medical treatment. A record of each such injury or illness is recorded on OSHA Log and Summary of Occupational Injuries Form 200, 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 one month, until March 1, on OSHA Form 200. These records are maintained for five years from the date of preparation.

Safety Equipment

Proper safety equipment is necessary for your protection. The Company provides the best protective equipment possible to obtain.

Use all safeguards, safety appliances or devices furnished for your protection and comply with all regulations that may concern or affect your safety. Wear gear properly - all snaps and straps fastened, cuffs not cut or rolled.

Your supervisor will advise you as to what protective equipment is required for your job. Certain jobs require standard safety apparel and appliances for the protection of the employee. Your supervisor is aware of the requirements and will furnish you with the necessary approved protective appliances. These items shall be worn and effectively maintained as a condition of your continued employment and part of our mutual obligation to comply with the Occupational Safety and Health Act.

Safety goggles, glasses and face shields shall correspond to the degree of hazard, i.e. chemical splashes, welding flashes, impact hazard, dust, etc. Do not alter or replace an approved appliance without permission from your supervisor.

Rubber gloves and rubber aprons shall be worn when working with acids, caustics and other corrosive materials.

Specified footwear must be worn.

No jewelry shall be worn around power equipment.

Hearing protection appliances (approved muffs or plugs) shall be worn by all employees working within any areas identified as having excess noise levels (with the exception of roadway workers). Your supervisor will instruct you in the proper use of each appliance.

Smoking and Fire Safety

Fire is one of the worst enemies of any facility. Learn the location of the fire extinguishers. Learn how to use them. You can help prevent fires by observing the smoking rules:

- Smoking is not allowed on the site, except in designated areas.
- Smoking is not permitted in rest rooms.
- If you are not sure about where you may smoke, ask your supervisor

Personal Protective Equipment Clothing

- Where there is a danger of flying particles or corrosive materials, employees must wear protective goggles and/or face shields provided by WOODS MAINTENANCE SERVICES, INC.
- Employees are required to wear safety glasses at all times in areas where there is a risk of eye injuries such as punctures, contusions or burns.
- Employees who need corrective lenses are required to wear only approved safety glasses, protective goggles or other medically approved precautionary procedures when working in areas with harmful exposures, or risk of eye injury.
- Employees are required to wear protective gloves, aprons, shields and other means provided in areas where they may be subject to cuts, corrosive liquids and/or harmful chemicals.
- Hard hats must be worn in areas subject to falling objects, and all times on construction sites.
- Appropriate footwear including steel-toed shoes must be worn in an area where there is a risk of foot injuries from hot, corrosive, poisonous substances, falling objects, and crushing or penetrating action.

- 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.

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 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.

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 and obey safe practice rules.

- ♣ 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 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 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 accide4nt, 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.
- 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 Responsible Safety Officer, or your direct supervisor.