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
http://dpw.lacounty.gov

GAIL FARBER, Director

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

June 16, 2009

IN REPLY PLEASE
REFER TO FILE: AS-0

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

43 JUNE 16, 2009

SACHI A. HAMAI
EXECUTIVE OFFICER

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:

AWARD OF CONTRACT FOR ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES WITHIN THE UNINCORPORATED COUNTY AREAS OF WALNUT PARK, BALDWIN HILLS, DEL AIRE, LENNOX, WINDSOR HILLS, ALTADENA, DUARTE, LA CRESCENTA, MONROVIA, MONTROSE, CASTAIC, PICO CANYON, STEVENSON RANCH, VAL VERDE, CHARTER OAK, LA VERNE, AND SAN DIMAS (SUPERVISORIAL DISTRICTS 1, 2, AND 5) (3 VOTES)

SUBJECT

This action is to award contracts for graffiti removal services in zero-tolerance zones within the unincorporated County areas of Walnut Park, Baldwin Hills, Del Aire, Lennox, Windsor Hills, Altadena, Duarte, La Crescenta, Monrovia, Montrose, Castaic, Pico Canyon, Stevenson Ranch, Val Verde, Charter Oak, La Verne, and San Dimas.

IT IS RECOMMENDED THAT YOUR BOARD:

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

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

3. Award contracts and direct the Chairman to execute these contracts for Zero-Tolerance Graffiti Abatement Services for a period of one year commencing on July 1, 2009, with four 1-year renewal options, not to exceed a total contract period of five years as follows: the County unincorporated areas of Zero-Tolerance Zone 1G – Walnut Park services

in an annual sum of $52,776 to Superior Property Services, Inc., located in Pico Rivera, California; Zero-Tolerance Zone 2E – Baldwin Hills, Del Aire, Lennox, and Windsor Hills services in an annual sum of $81,720 to Superior Property Services, Inc., located in Pico Rivera, California; Zero-Tolerance Zone 5A – Altadena, Duarte, La Crescenta, Monrovia, and Montrose services in an annual sum of $62,016 to Superior Property Services, Inc., located in Pico Rivera, California; Zero-Tolerance Zone 5B - Castaic, Pico Canyon, Stevenson Ranch, and Val Verde services in an annual sum of $87,000 to Woods Maintenance Services, Inc., d.b.a. Graffiti Control Systems, located in North Hollywood, California; and Zero-Tolerance Zone 5C – Charter Oak, La Verne, and San Dimas services in an annual sum of $68,688 to Superior Property Services, Inc., located in Pico Rivera, California.

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

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to provide graffiti removal services in zero-tolerance zones within the unincorporated County areas of Walnut Park, Baldwin Hills, Del Aire, Lennox, Windsor Hills, Altadena, Duarte, La Crescenta, Monrovia, Montrose, Castaic, Pico Canyon, Stevenson Ranch, Val Verde, Charter Oak, La Verne, and San Dimas. The work to be performed will consist of graffiti abatement and paint-out projects and is designed to eliminate graffiti as quickly and as often as possible. The Department of Public Works (Public Works) has contracted for these services since 1997.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1) and Community and Municipal Services (Goal 3). The contractors who have the specialized expertise to provide these services properly, efficiently, and in a timely, responsive, and cost-effective manner will support Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

The contracts are for annual amounts listed below plus 10 percent for unforeseen, additional work within the scope of work of the contract. These amounts are based on the monthly prices quoted by the contractors.

County Unincorporated Areas	Contractor	Annual Amount
Zero-Tolerance Zone 1G – Walnut Park	Superior Property Services, Inc., located in Pico Rivera, California	$52,776
Zero-Tolerance Zone 2E – Baldwin Hills/Del Aire/Lennox/Windsor Hills	Superior Property Services, Inc., located in Pico Rivera, California	$81,720
Zero-Tolerance Zone 5A – Altadena/Duarte/La Crescenta/Monrovia/Montrose	Superior Property Services, Inc., located in Pico Rivera, California	$62,016
Zero-Tolerance Zone 5B – Castaic/Pico Canyon/Stevenson Ranch/Val Verde	Woods Maintenance Services, Inc., d.b.a. Graffiti Control Systems, located in North Hollywood, California	$87,000
Zero-Tolerance Zone 5C – Charter Oak/La Verne/San Dimas	Superior Property Services, Inc., located in Pico Rivera, California	$68,688

Financing for these services is included in the Fiscal Year 2009-10 Proposed General Fund; Road Fund; and Special Road Districts 1, 2, and 5 Funds Budgets. Funds to finance the contracts' optional years and 10 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contracts have been executed by the contractors and approved as to form by County Counsel (Attachment A). The recommended contracts were solicited on an open-competitive basis and are in accordance with applicable Federal, State, and County requirements. The contractors are in compliance with the Chief Executive Officer's and your Board's requirements.

These contracts contain terms and conditions supporting your Board's ordinances, policies, and programs, including but not limited to: County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN and GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and the standard Board-directed clauses that provide for contract termination or renegotiation.

Data regarding the proposers' minority participation is on file with Public Works. The contractors were selected upon final analysis and consideration without regard to race, creed, gender, or color.

The recommended contractors are Superior Property Services, Inc., and Woods Maintenance Services, Inc., d.b.a. Graffiti Control Systems. Both of these contractors are Local Small Business Enterprises. These contracts will commence on July 1, 2009, for a period of one year. With your Board's delegated authority, the Director of Public Works or her designee may renew these contracts for four 1-year renewal options, not to exceed a total contract period of five years.

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 contractors before any work is assigned.

Pursuant to the applicable memorandum of understanding, the Request for Proposals (RFP) for these contracted services was submitted on December 29, 2008, to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.

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

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

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

These Proposition A contracts do not allow cost-of-living adjustments for the four option years.

ENVIRONMENTAL DOCUMENTATION

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

CONTRACTING PROCESS

On December 30, 2008, Public Works solicited proposals from 203 independent contractors and community business enterprises to accomplish this work. Also, a notice of the RFP was placed on the County's bid website (Attachment B), and an advertisement was placed in the *Los Angeles Times*.

On January 28, 2009, four proposals each were received for Zones 1G and 2E, and three proposals each were received for Zones 5A, 5B, and 5C. The proposals were first reviewed to ensure they met the minimum requirements in the RFP. One proposal was disqualified for not having the required license. The remainder of the proposals having met these requirements were then evaluated by an evaluation committee consisting of Public Works staff using an averaging methodology. The committee's evaluation was based on criteria described in the RFP, which included the price, references, experience, financial resources, work plan, and demonstrated controls over labor/payroll record keeping.

Based on this evaluation, it is recommended that these contracts be awarded to the highest-rated, responsive, and responsible proposers, Superior Property Services, Inc., for Zones 1G, 2E, 5A, and 5C; and Woods Maintenance Services, Inc., d.b.a. Graffiti Control Systems for Zone 5B.

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

CONCLUSION

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

Respectfully submitted,

GAIL FARBER
Director of Public Works

GF:GZ:er

Attachments (2)

c: Chief Executive Office (Lari Sheehan)
County Counsel
Executive Office
Office of Affirmative Action Compliance

ATTACHMENT A

Agreement

BOARD EXECUTE

BY AND BETWEEN

THE COUNTY OF LOS ANGELES,
DEPARTMENT OF PUBLIC WORKS

AND

SUPERIOR PROPERTY SERVICES, INC.

FOR

ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES
ZONE 1G – WALNUT PARK

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AGREEMENT FOR

ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES ZONE 1G – WALNUT PARK

THIS AGREEMENT, made and entered into this 16th day of June, 2009, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and Superior Property Services, Inc., a Corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on January 28, 2009, hereby agrees to provide services as described in this Contract for Zero-Tolerance Graffiti Abatement Services Zone 1G – Walnut Park.

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, Area Maps; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

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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, 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 $52,776, 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, 2009, or Board approval whichever occurs last. At the sole discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of five years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term.

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

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

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

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

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

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

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

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

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

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

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chairman 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 Don Knabe
Chairman, Board of Supervisors

ATTEST:

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

By Sachelle Smitherman
Deputy

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

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By Sachelle Smitherman
Deputy

APPROVED AS TO FORM:

ROBERT E. KALUNIAN
Acting County Counsel

By (Byers (for Carol Suzuki)
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

43 JUN 16 2009

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

SUPERIOR PROPERTY SERVICES, INC.

By _____
Its President

Larry De Crona
Type or Print Name

By _____
Its Secretary

Larry De Crona
Type or Print Name

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CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On May 18th 2009 before me, Guilherme Della Giustina, Notary Public
(Here insert name and title of the officer),

personally appeared Lawrence Eugene DeCrona,

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

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

WITNESS my hand and official seal.

Guilherme Della Giustina
Signature of Notary Public

(Notary Seal)

GUILHERME DELLA GIUSTINA
COMM. #1771598
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires Oct. 4, 2011
BCT4

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

SCOPE OF WORK

ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES ZONE 1G – WALNUT PARK

A. Public Works Program Manager

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

B. Work Locations

Work locations are detailed in Exhibit E.

- Exhibit E.1 is a map of Zero-Tolerance Zone 1G.

C. Background

The work to be performed under this Contract consists of removing graffiti and painting on various surfaces to cover graffiti and do paint-out projects to beautify surfaces damaged by graffiti vandalism. Public Works' Graffiti Abatement Program is designed to remove graffiti as quickly and as often as necessary to keep the areas free from graffiti.

A prompt cleanup is considered preventive from the standpoint that if the marks do not remain for long periods, vandals' satisfaction from seeing their marks and having others see them is limited. The potential for notoriety and recognition, a key motivator for graffiti vandals, is directly impacted when the graffiti is quickly removed.

D. Work Description – General Statement

The primary objective of this contract is to remove all graffiti in the zero-tolerance zone, patrol, do paint-out projects, and keep the area graffiti free. Contractor shall remove graffiti from all surfaces in the specified zone from private residential, commercial, industrial, and public property. The County goal is to have no graffiti within the established zone. The Contractor shall fulfill requests for removal and remove all graffiti seen in the immediate area. The Contractor shall patrol the assigned zero tolerance zone to seek, find, and remove graffiti and do paint-outs. However, the Program Manager or designee has the authority to dictate special requests, including, but not limited to, removal of murals when authorized.

E. Minimum Crew

Contractor shall provide a minimum number of crews. Crew is defined as consisting of at least one full time (40 hours/week) person in a fully equipped vehicle designated to carry out the duties detailed in this Graffiti Removal Contract.

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

- Zone 1G - a minimum of 1 crew

These crew(s) shall be dedicated solely to the zone on the days of operation as specified in subparagraph J.1. However, if pressure washing is required, an additional crew is mandatory as to not impact the operation of the other crews. The Contractor is responsible to make sure that a full complement of crews are working and shall replace a crew immediately if any crew cannot be deployed to work on any given day. The Contractor shall make crews available for priority assignments requested by the Program Manager.

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

F. Hours and Days of Operation

Any operation generating loud, harsh, or unusual noise shall be restricted to the hours of 7 a.m. to 6 p.m. The days of operation shall be as indicated in subparagraph J.1. Notwithstanding specifications regarding hours of performance, the Contractor shall respond to work requirements promptly and flexibly.

G. Telephone Communications

The Contractor shall be available at all times to report and confer with Public Works Program Manager or designee with respect to these graffiti removal services. The Contractor shall provide a bilingual (Spanish/English) telephone answering service and fax within the County, 8 a.m. to 5 p.m., Monday through Friday, except on legal holidays, to receive instructions, information, complaints, etc., from Public Works.

H. Supervisor Qualifications

The Contractor's on-site supervisor as indicated in Contractor's Work Plan of Action, if any, shall have a thorough knowledge of the needs of the assigned zero-tolerance zone, graffiti removal and paint-out techniques, and the operation of appropriate equipment required to carry out these specifications, terms, conditions, and requirements of the Contract.

I. Vehicle Signage

Vehicle signage will be optional; however, any signage referencing the County of Los Angeles Graffiti Abatement Program shall be in the following form: "County of Los Angeles Graffiti Abatement Program" and the Contractor's name or firm's name, together with Public Works "Hotline Number," in legible letters, not less than two inches in height, on both sides of all trucks/vehicles used in the zero tolerance zone.

J. General Graffiti Removal Services

The Contractor shall:

1. Maintain a zero-tolerance policy, in accordance with the Contractor's Work Plan of Action/Approach. The Contractor shall follow its Work Plan of Action/Approach throughout the entire Contract unless otherwise approved in writing by the Program Manager. In addition, the Contractor shall:

    a. Remove vulgar and threatening graffiti (i.e., profane, obscene, racist, gang 187's, or cross-outs) within 24 hours, seven days a week.

    b. Respond to Public Works Program Manager or designee concerning priority assignments, paint-out projects, and color match corrective painting within 24 hours, seven days a week.

    c. Remove graffiti within 48 hours upon notification, Monday through Friday.

2. Match all paints to existing colors to the satisfaction of the Program Manager or designee. The Contractor shall receive no additional compensation for repainting any area to match the color. Graffiti shall be removed using new or recycled water-based paint. Contractor shall make the best possible match to the existing color.

3. Provide Public Works with work record reports no later than the fifth day of each month with the monthly invoice. The monthly report shall indicate the number and source of crews utilized, hours worked, including copies

of timesheet indicating hours worked on this contract. The hours reported should be no less than 40 hours worked per week per employee. This report will also include locations of requests for removal (address and whether it was private property or in-road right of way) and square footage painted over or pressure washed. The Program Manager or designee may originate graffiti removal work requests (via fax) and shall receive all completion reports from the Contractor through both the Graffiti Abatement Referral System, faxes, and in an electronic version (excel). These reports will then be routed to the Program Manager who may perform quality control inspections. Mail completed work reports to:

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

4. Perform all work necessary to complete this contract in a satisfactory manner and shall provide all personnel, supervision, vehicles, appropriate tools, supplies, materials, equipment, transportation, and other incidentals necessary to perform work.

5. Remove graffiti from all types of surfaces including, but not limited to, wood, metal, stucco, brick, concrete, cinder blocks, sidewalks, smooth concrete, very rough grouted rip rap, and various pavement surfaces, etc., using appropriate methods of covering or removing graffiti for the particular surface and conditions, including, but not limited to, water blasting, sand blasting, painting over (both with rollers and spray guns), and utilizing county approved solvents (see subparagraph J.9).

6. Remove graffiti, paint-out, or murals (murals shall only be removed with authorization from the Program Manager – see paragraph AA. Murals) with water-based and/or water-based recycled paint (graffiti paint). The color of the paint shall match the color of the surface to which it is applied. In areas where repainting is required in order to match the existing paint, Contractor shall paint over with the right color to match at no additional cost to the County. The paint may be applied either mechanically or manually in a neat and even manner such that it completely covers or eradicates any graffiti present and does not leave splatter marks on the ground. Use drop cloths on all work assignments to protect sidewalks, vegetation, vehicles, etc., from paint spillage.

7. Furnish all the necessary and appropriate graffiti removing products and equipment including, but not limited to, brushes, rollers, spray guns, ladders, cloths, paint, paint thinner, County-approved graffiti-removing

solutions, drop cloths, brooms, dustpans, plastic bags (for debris disposal), etc.

8. Use appropriate methods of covering or removing graffiti for the particular surface and conditions, such as, but not limited to, water blasting (on sidewalks), painting over on block walls that are painted, water blasting on block walls that are not painted, and chemical solvents (on the backside of signage). Any chemical solvents utilized to remove graffiti shall have a Material Safety Data Sheet available for Public Works' review.

9. Remove graffiti found on signs in zero-tolerance zones. Signs should be removed with any of the following County approved solvents:

   a. OFF-B Off-B, graffiti remover - liquid form

   b. 3M™ Citrus Base Industrial Cleaner

   c. State Chemical Graffiti Wipes

10. Train its personnel in proper graffiti removal techniques and provide corrective instruction to its personnel, if they are removing graffiti improperly. Additionally, Contractor will stay informed of new techniques of graffiti removal products and equipment.

11. Not allow any debris from its operations under this Contract, especially from the water/sand blasting operations, to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System Permit.

12. Use appropriate Best Management Practices, including, but not limited to, drop cloths on all work sites to protect sidewalks, vegetation, etc., from paint spillage or overspray.

13. Obtain and retain the written consent of the owner or the owner's authorized agent of privately-owned property before commencing work.

14. Place special emphasis on the assistance to Public Works with special requests (i.e., removal of graffiti before parades, special events, etc.).

Public Works reserves the right to change any aspect of the reporting system or the Contractor reporting system. Such change could be due to improvements in our computer applications capabilities or for any other reason.

K. Contractor Supervision and Staffing Requirements

1. Contractor's daytime supervisor shall have a thorough knowledge of each zero-tolerance zone under their purview and shall speak and understand English.

2. In the event a crew could not be deployed, the Contractor shall immediately replace that crew to make sure that coverage is maintained.

3. Contractor shall maintain a well-trained reserve force to cover the work in the event of an emergency or to provide coverage if any crew could not be deployed on any given day.

4. The Contractor's supervisor shall provide a 24-hour emergency contact number.

5. All painters shall receive a minimum of one 8-hour workday training at the zero-tolerance zone assigned to them at the Contractor's expense and in accordance with the County's Living Wage Ordinance prior to providing billable services to the County.

6. Only employees employed by the Contractor shall be allowed to provide services under this Contract. Any use of subcontractors shall be deemed a material breach of contract unless expressly authorized in writing by the Program Manager.

L. Graffiti Removal Services - County Property

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

1. Water-based and/or recycled paint shall be used.

2. Concrete Block Walls/Concrete Walls: All graffiti shall be removed by either a water blasting machine with soda compound or painted over with water-based paint. If using paint, it shall be feathered to blend well with the surrounding wall. The paint-over color shall match the wall color. Overspray on non-County owned or private property shall not be allowed.

3. Sidewalk Surfaces: Removal of graffiti from concrete sidewalks shall be done by using a water blasting machine with soda compound. Painting over shall not be permitted. The sidewalks shall be clean of all graffiti and graffiti residue (sand). The sidewalks shall be blocked off as needed to maintain the public safety.

4. Curb Facing: Remove all graffiti paint from curb surfaces. The Contractor shall use the standard paint colors (red, blue, yellow, green, and white)

depending on the original curb color and/or parking restrictions, as approved by Public Works. Nonpainted curbs shall be painted using concrete color paint or cleaned with water blasting machines.

5. Chain Link Fencing: All graffiti on pipes and fencing shall be painted over using a galvanized color to match the fencing fabric and pipe color. The paint-over color shall be feathered into the fabric and along the pipes.

6. Pedestrian bridges/underpasses: The Contractor shall be responsible for removing graffiti found on all pedestrian bridges and underpasses in the zero-tolerance zone. Interior walls may be carefully sprayed but bridge floor shall be pressure washed if not previously painted. Please notify Public Works to prepare work area, to make it free of debris prior to removing graffiti off of these footbridges. Pedestrian bridges will have a 72-hour turnaround time upon Public Works completion of initial clean up. The Contractor shall schedule removal around hours that school is in session. Where there is a risk of overspray harming personal property or difficulties in reaching the area with equipment, utilizing rollers to apply paint to cover graffiti or paint-out is required. Contractor will place traffic cones and/or other appropriate traffic control equipment to divert pedestrians and cyclists.

7. Rock Walls: All graffiti shall be removed using only a water blasting machine with soda compound. All paint shall be removed from rock face and mortar joints to match all other rock facing. No painting over shall be used unless the wall was previously painted. The Contractor shall color match the paint to the previous color using water-based paint.

8. Concrete Light Poles: Graffiti shall be removed from concrete light poles using a water blasting machine with a soda compound only. No paint shall be used. All paint shall be removed from the pole. All paper or sticker signs and "slap tags" shall be removed.

9. Wooden Light Poles: All graffiti shall be painted over using a water-based paint to match the wood color. All paper or sticker signs and "slap tags" shall be removed.

10. Bus Stops: All graffiti shall be removed using a County approved solvents (see subparagraph J.9) on the plastic sides and sitting areas. The surfaces shall be washed.

11. Trees: Contractor must be responsible for removing graffiti reported or found on trees. Contractor shall paint over graffiti found on trees with a non-phytotoxic paint that is as diluted in water as possible. Paint to paint walls must never be used at all, as it might eventually kill the tree by

suffocating its trunk and not letting the tree breath through its bark. Trees, vegetation, and green areas must be protected by the Contractor.

12. Wooden Fencing: All graffiti shall be painted over on wooden fencing using a water-based paint to match the color of fencing. The Contractor shall feather paint to match the surrounding parts of the fencing. In the event that wood fencing is weathered and Contractor is unable to color-match, Contractor shall pressure-wash clean the fencing.

13. Brick Walls: All graffiti shall be removed using a water blasting machine. Painting over shall not be done on a brick faced wall, unless the brick wall has been previously painted. The Contractor shall color-match the paint to previous color using water-based paint.

14. Metal Fencing (sheets): All graffiti shall be painted over on metal fencing. The paint-over color shall match the surrounding part of the fence.

15. Asphalt Concrete: All graffiti on asphalt concrete shall be covered with asphalt paint. No pressure washing will be utilized.

16. Glass Windows: All graffiti on glass windows shall be removed by using a County approved graffiti removal spray on these transparent surfaces. Windows will be left clean.

17. Metal Light or Traffic Poles: All graffiti shall be removed by appropriate means, and if paint is used, it shall match existing color.

M. Rights of Way

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

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

N. Utilities

Public Works will not provide utilities.

O. Storage Facilities

Public Works will not provide storage facilities for the Contractor.

P. Removal of Debris

All debris derived from these services shall be removed from Public Works property and become the property of the Contractor. The Contractor shall dispose of all debris from these services in a legally established area appropriate for type of debris being disposed. Disposal shall be at the Contractor's expense. The Contractor shall not allow any debris from its operations under this Contract to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System.

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

Q. Special Safety Requirements

1. All Contractor personnel shall be expected to observe all applicable Cal/OSHA and Public Works safety requirements while at the various jobsites. Reflective vests shall be worn at all times. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required. All safety precautions shall be in place before work is to be started. Contractor's graffiti abatement crew shall know the Contractor's standard safety practice.

2. Contractor shall supply all applicable safety equipment including, but not limited to, rotating lights for vehicles used for work under this Contract.

3. Contractor shall supply personnel with all applicable safety equipment, such as glasses, gloves, head gear, skin creams, respirators, etc.

R. Safety Standards

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

1. All personnel shall wear proper clothing and footwear. No sandals, thongs, etc., shall be allowed.

2. Safety vests shall be worn at all times by those removing graffiti from any bridge, wall, etc. Safety goggles shall be worn by anyone operating water blasting equipment, and only trained personnel shall be allowed to operate it.

3. Use of drugs or alcohol while performing these graffiti removal services is prohibited.

4. Paint brushes, rollers, or frames shall be washed in clean water and any excess paint shall be disposed of properly according to local, State, and Federal laws.

S. Project Safety Official

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

T. Responsibilities of Public Works

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

U. Best Management Practices (BMP)

BMP shall be defined as any program, technology, process, citing criteria, operating method, measure, or device which controls, prevents, removes, or reduces the pollution of stormwater. The Contractor shall obtain and refer to the California Storm Water Best Management Practice Handbooks, Volume 3 Construction BMP Handbook. This publication is available from:

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

Internet
BMPLA.org<http://www.BMPLA.org>

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

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

CONTRACTOR ACTIVITIES

CA 3 Structure Construction and Painting

MATERIAL MANAGEMENT

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

WASTE MANAGEMENT

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

VEHICLE AND EQUIPMENT MANAGEMENT

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

TRAINING

CA 040 Employee/Subcontractor Training

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

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

staff costs, as a result of the Contractor's lack of compliance with these provisions and/or less than complete implementation of the specified BMPs.

V. Protection and Restoration of Existing Improvements

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

W. Public Convenience and Safety

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

X. Quality Control

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

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

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

Y. Performance Requirements and Liquidated Damages

1. Public Works will use the Performance Requirements Summary to evaluate the Contractor's performance of this Contract's tasks.

2. Failure to perform Contract work in accordance with the Performance Requirements Summary is considered unacceptable. Public Works may cite the Contractor and impose liquidated damages immediately in the sums specified and deduct them from the next regularly scheduled payment to the Contractor.

3. Liquidated Damages for noncompliance with the Living Wage Program is indicate in Exhibit B, Section 9.G, Enforcement and Remedies.

PERFORMANCE REQUIREMENTS SUMMARY

REQUIRED SERVICE	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM STANDARD	METHOD OF SURVEILLANCE	MAXIMUM DEDUCTION	DEDUCTION FROM CONTRACT PRICE FOR NOT MEETING STANDARD
INSURANCE CERTIFICATIONS	CERTIFICATIONS SUBMITTED BEFORE IMPLEMENTATION OF CONTRACT AND ON A TIMELY BASIS THERE-AFTER.	0%	100% INSPECTION ON A PERIODIC BASIS.	ALL CONTRACT REMEDIES RESERVED.	ALL CONTRACT REMEDIES RESERVED.
EMPLOYEES WELL ORIENTED TO JOB	EMPLOYEES 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 REQUIREMENTS.
RESPOND TO COMPLAINTS, REQUESTS, AND DISCREPANCIES	RESPOND WITHIN THE TIME FRAME OUTLINED IN THE SPECIFICATIONS.	0%	100% INSPECTION ON A PERIODIC BASIS; COMPLAINTS.	10% OF TOTAL MONTHLY AMOUNT OF CONTRACT COST.	$50 PER COMPLAINT NOT RESPONDED TO WITHIN THE TIME FRAME OUTLINED IN THE SPECIFICATIONS.

REQUIRED SERVICE	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM STANDARD	METHOD OF SURVEILLANCE	MAXIMUM DEDUCTION	DEDUCTION FROM CONTRACT PRICE FOR NOT MEETING STANDARD
REMOVE GRAFFITI	DAILY GRAFFITI REMOVED AND/OR PAINTED OVER WITHIN 24 HOURS, TUESDAY THROUGH FRIDAY. ALL WEEKEND GRAFFITI REMOVED MONDAY. COLOR MATCHED WITHIN 48 HOURS.	0%	100% INSPECTION ON A PERIODIC BASIS; COMPLAINTS.	50% OF TOTAL MONTHLY AMOUNT OF CONTRACT COST.	$5 PER SQUARE FOOT (OR PRORATION THEREOF) FOR GRAFFITI NOT REMOVED WITHIN THE TIME FRAME OUTLINED IN THE SPECIFICATIONS.
REPORTING OF GRAFFITI REMOVED	GRAFFITI REQUESTS FOR REMOVAL CLOSED WITHIN 48 HOURS.	0%	100% INSPECTION BY RANDOM SAMPLING.	50% OF TOTAL MONTHLY AMOUNT OF CONTRACT COST.	$50 PER EACH OCCURRENCE THAT GRAFFITI REMOVAL IS NOT REPORTED WITHIN 72 HOURS.

Z. Contractor Licensing

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

AA. Murals

Public Works is committed to the preservation of registered murals. Not all murals are intended to be "permanent" artworks. Please refer any request from the public for removal of graffiti or removal of a temporary "memorial" mural to the Program Manager.

Public Works has established the following guidelines when murals have been vandalized: The Contractor shall not, under any condition, repair, remove, "touch up", or "buff out" any registered murals unless advised by Public Works to do so. Public Works will obtain permission from both the artist and the property

owner. When the artist is not available, the decision of the legal owner of the property will prevail.

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SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Ambiguities or Discrepancies

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

B. Definitions

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

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

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

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

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

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

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

Day. Calendar day(s) unless otherwise specified.

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Headings

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

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Amendments

1. For any change which affects the scope of work, contract sum, payments, or any term or condition included in this Contract, an amendment shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor.

2. The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by the Board or the Chief Executive Officer. To implement such changes, an amendment or a change order to this Contract shall be prepared by Public Works for execution by Contractor and the Director.

3. County may, at its sole discretion, authorize extensions of time to this Contract's term. Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to this Contract shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor. To the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, Public Works may, at its sole discretion, grant Contractor extensions of time, provided the aggregate of all such extensions during the life of this Contract shall not exceed 120 days.

4. For any change which does not materially affect the scope of work or any other term or condition included under this Contract, a *Change Order* shall be prepared and signed by the County and the Contractor.

B. Assignment and Delegation

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

2. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

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

C. Authorization Warranty

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

D. Budget Reduction

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

E. Complaints

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

1. Within 12 business days after this Contract's effective date, Contractor shall provide County with Contractor's policy for receiving, investigating, and responding to any complaints by any individual.

2. County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.

3. If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five business days for County approval.

4. If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.

5. Contractor shall preliminarily investigate all complaints and notify the Contract Manager of the status of the investigation within five business days of receiving the complaint.

6. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

7. Copies of all written responses shall be sent to the Contract Manager within three business days of mailing to the complainant.

F. Compliance with Applicable Laws

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

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

G. Compliance with Civil Rights Laws

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

program, or activity supported by this Contract. Contractor shall comply with its EEO Certification (Form PW-7).

H. Confidentiality

1. Contractor shall maintain the confidentiality of all records obtained from County under this Contract in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality.

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

I. Conflict of Interest

1. No County employee whose position with County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of the work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.

2. Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract subjecting Contractor to either contract termination for default or debarment proceedings or both. Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

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

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

give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified, former County employees who are on a reemployment list during the life of this Contract.

K. Consideration of Hiring GAIN and GROW Participants

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

2. In the event that both laid-off County employees and GAIN and GROW participants are available for hiring, County employees shall be given first priority.

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

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

M. Contractor's Charitable Activities Compliance

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

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

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

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

O. County's Quality Assurance Plan

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

P. Damage to County Facilities, Buildings, or Grounds

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

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

upon demand. County may deduct from any payment otherwise due Contractor for costs incurred by County to make such repairs.

Q. Employment Eligibility Verification

1. Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all of its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

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

R. Facsimile Representations

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

S. Fair Labor Standards

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

T. Governing Laws, Jurisdiction, and Venue

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

U. Nondiscrimination and Affirmative Action

1. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations.

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

3. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.

4. Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

5. Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

6. Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this paragraph when so requested by County.

7. If County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract. While County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State antidiscrimination laws or regulations shall constitute a finding by County that Contractor has violated the antidiscrimination provisions of this Contract.

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

V. Nonexclusivity

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

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

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

X. Notice of Delays

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

Y. Notice of Disputes

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

Z. Notice to Employees Regarding the Federal Earned Income Credit

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

AA. Notices

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

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

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

BB. Publicity

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

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

2. During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the Contract Manager. County shall not unreasonably withhold such written consent.

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

CC. Public Records Act

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

2. In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

DD. Record Retention and Inspection/Audit Settlement

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

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

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

2. Failure on the part of Contractor to comply with any of the provisions of this paragraph shall constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract.

3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.

4. In addition to the above, Contractor agrees, should County or its authorized representatives determine, in County's sole discretion, that it is necessary or appropriate to review a broader scope of Contractor's records (including, certain records related to non-County contracts) to enable County to evaluate Contractor's compliance with County's Living Wage Program, Contractor shall promptly and without delay provide to County, upon the written request of County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to County under this Contract, including without limitation, records relating to work performed by said employees on Contractor's non-County contracts. Contractor further acknowledges that the foregoing

requirement in this paragraph relative to Contractor's employees who have provided services to County under this Contract is for the purpose of enabling County in its discretion to verify Contractor's full compliance with and adherence to California labor laws and County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five years thereafter unless County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by Contractor at a location in County, provided that if any such materials and information is located outside County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

EE. Recycled-Content Paper Products

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

FF. Subcontracting

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

1. If Contractor desires to subcontract, Contractor shall provide the following information promptly at County's request:

   a. A description of the work to be performed by the subcontractor;

   b. A draft copy of the proposed subcontract; and

   c. Other pertinent information and/or certifications requested by County.

2. Contractor shall indemnify and hold County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

3. Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to

subcontract, notwithstanding County's approval of Contractor's proposed subcontract.

4. County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. Contractor is responsible to notify its subcontractors of this County right.

5. County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any subcontract and subcontractor employees.

6. Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.

7. Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by County from each approved subcontractor. Contractor shall ensure delivery of all such documents to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, before any subcontractor employee may perform any work hereunder.

8. Employee Leasing is prohibited.

GG. Validity

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

HH. Waiver

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

II. Warranty Against Contingent Fees

1. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

2. For breach of this warranty, County shall have the right, in its sole discretion, to suspend or terminate this Contract for default, deduct from amounts owing to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

SECTION 3

TERMINATIONS

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

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

B. Termination/Suspension for Convenience

1. This Contract may be suspended or terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Suspension or termination of work hereunder shall be effected by notice of suspension or termination to Contractor specifying the extent to which performance of work is suspended or terminated and the date upon which such suspension or termination becomes effective. The date upon which such termination becomes effective shall be no less than 10 days after the notice is sent.

2. After receipt of a notice of suspension or termination and except as otherwise directed by County, Contractor shall:

   a. Stop work under this Contract on the date and to the extent specified in such notice; and

   b. Complete performance of such part of the work as shall not have been suspended or terminated by such notice.

3. All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with this Exhibit's Record Retention and Inspection/Audit Settlement.

4. If this Contract is suspended or terminated, Contractor shall complete within the Director's suspension or termination date contain within the notice of suspension or termination, those items of work which are in various stages of completion, which the Director has advised the Contractor are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by Contractor under

this Contract shall be delivered to County upon request and shall become the property of County.

C. Termination/Suspension for Default

1. County may, by written notice to Contractor, suspend or terminate the whole or any part of this Contract, if, in the judgment of the County:

   a. Contractor has materially breached this Contract; or

   b. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or

   c. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.

2. In the event County suspends or terminates this Contract in whole or in part pursuant to this paragraph, County may procure, upon such terms and in such manner, as County may deem appropriate, goods and services similar to those so suspended or terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Contract to the extent not suspended or terminated under the provisions of this paragraph.

3. Except with respect to defaults of any subcontractor, Contractor shall not be liable for any excess costs of the type identified in subparagraph "2" above, if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

4. If, after County has given notice of termination under the provisions of this paragraph, it is determined that Contractor was not in default under the provisions of this paragraph or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to this Exhibit's Termination for Convenience.

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

6. As used herein, the terms "subcontractor" and "subcontractors" mean subcontractor at any tier.

D. Termination for Improper Consideration

1. County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, extension of this Contract, or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue those same remedies against Contractor as it could pursue in the event of default by Contractor.

2. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

E. Termination/Suspension for Insolvency

1. County may suspend or terminate this Contract forthwith in the event of the occurrence of any of the following:

   a. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code, and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

b. The filing of a voluntary or involuntary bankruptcy petition relative to Contractor under the Federal Bankruptcy Code;

c. The appointment of a bankruptcy Receiver or Trustee for Contractor; or

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

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

F. Termination for Nonadherence to County Lobbyists Ordinance

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

G. Termination/Suspension for Nonappropriation of Funds

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

SECTION 4

GENERAL CONDITIONS OF CONTRACT WORK

A. Authority of Public Works and Inspection

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

B. Cooperation

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

C. Cooperation and Collateral Work

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

D. Equipment, Labor, Supervision, and Materials

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

E. Gratuitous Work

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

F. Jobsite Safety

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

G. Labor

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

H. Labor Law Compliance

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

I. Overtime

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

J. Permits/Licenses

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

K. Prohibition Against Use of Child Labor

1. Contractor shall:

   a. Not knowingly sell or supply to County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment;

   b. Upon request by County, identify the country/countries of origin of any products, goods, supplies, or other personal property Contractor sells or supplies to County;

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

   d. Should County discover that any products, goods, supplies, or other personal property sold or supplied by Contractor to County are produced in violation of any international child labor

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

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

L. Public Convenience

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

M. Public Safety

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

N. Quality of Work

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

O. Quantities of Work

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

P. Safety Requirements

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

Q. Storage of Material and Equipment

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

R. Transportation

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

S. Work Area Controls

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

2. Contractor shall be responsible for the security of any and all of Public Works/County facilities in its care. Contractor shall provide protection against vandalism and accidental and malicious damage, both during working and nonworking hours.

SECTION 5

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

1. This Contract is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

2. Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

3. Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.

B. Indemnification

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

C. Workplace Safety Indemnification

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

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

D. General Insurance Requirements

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

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

   a. Specifically identify this Contract;

   b. Clearly evidence all coverage required in this Contract;

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

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

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

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

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

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

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

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

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

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

E. Compensation for County Costs

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

F. Insurance Coverage Requirements for Subcontractors

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

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

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

G. Insurance Coverage Requirements

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

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

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

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

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

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

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

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

SECTION 6

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

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

B. Chapter 2.202 of County Code

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

C. Nonresponsible Contractor

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

D. Contractor Hearing Board

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

2. Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board will prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the

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

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

4. If a contractor has been debarred for a period longer than five years, that contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

5. Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.

6. Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

E. Subcontractors of Contractor

These terms shall also apply to subcontractors of County contractors.

SECTION 7

COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

A. Jury Service Program

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

B. Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employee deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the

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

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

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

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

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

B. Notice to Employees Regarding the Safely Surrendered Baby Law

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

SECTION 9

COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

A. Living Wage Program

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

B. Payment of Living Wage Rates

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

   a. Not less than $11.84 per hour if, in addition to the per-hour wage, Contractor contributes less than $2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or

   b. Not less than $9.64 per hour if, in addition to the per-hour wage, Contractor contributes at least $2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed $2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through County Department of Health Services Community Health Plan. If, at any time during this Contract, Contractor contributes less than $2.20 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its Employees the higher hourly living wage rate.

2. For purposes of this Section, "Contractor" includes any subcontractor engaged by Contractor to perform services for County under this Contract. If Contractor uses any subcontractor to perform services for County under this Contract, the subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which are provided to County under this Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of

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

3. If Contractor is required to pay a living wage when this Contract commences, Contractor shall continue to pay a living wage for the entire term of this Contract, including any option period.

4. If Contractor is not required to pay a living wage when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. Contractor shall immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Living Wage Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of this Contract, including any option period. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by County, Contractor shall immediately be required to pay the living wage for the remaining term of this Contract, including any option period.

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

C. Contractor's Submittal of Certified Monitoring Reports

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

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

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

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

E. County Auditing of Contractor Records

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

F. Notifications to Employees

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

G. Enforcement and Remedies

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

1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:

   a. Withholding of Payment: If Contractor fails to submit accurate, complete, timely, and properly certified monitoring reports, County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

   b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including, but not limited to, being late, inaccurate, incomplete, or uncertified, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages in the amount of $100 per monitoring report for each day until County has been provided with a properly prepared, complete, and certified monitoring report. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.

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

2. Remedies for Payment of Less Than the Required Living Wage: If Contractor fails to pay any Employee at least the applicable hourly living

wage rate, such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:

a. Withholding Payment: If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, County may withhold from any payment otherwise due to Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. County may withhold said amount until Contractor has satisfied County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages of $50 per Employee per day for each and every instance of an underpayment to an Employee. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.

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

3. Debarment: In the event Contractor breaches a requirement of this Section, County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code Section 2.202, Determinations of Contractor Nonresponsibility and Contractor Debarment.

H. Use of Full-Time Employees

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

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

I. Contractor Retaliation Prohibited

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

J. Contractor Standards

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

K. Neutrality in Labor Relations

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

SECTION 10

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

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

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

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

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

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in the amount of not more than ten percent of the amount of this Contract; and

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

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

SECTION 11

LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

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

B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

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

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

1. Pay to County any difference between this Contract amount and what County's costs would have been if this Contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of this Contract; and

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

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

EXHIBIT C

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2008)

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 2008 are less than $41,646 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 9, 2009.

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

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

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2008 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 2008 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 2008 and owes no tax but is eligible for a credit of $825, he or she must file a 2008 tax return to get the $825 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2009 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.

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.

EXHIBIT D.3

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.

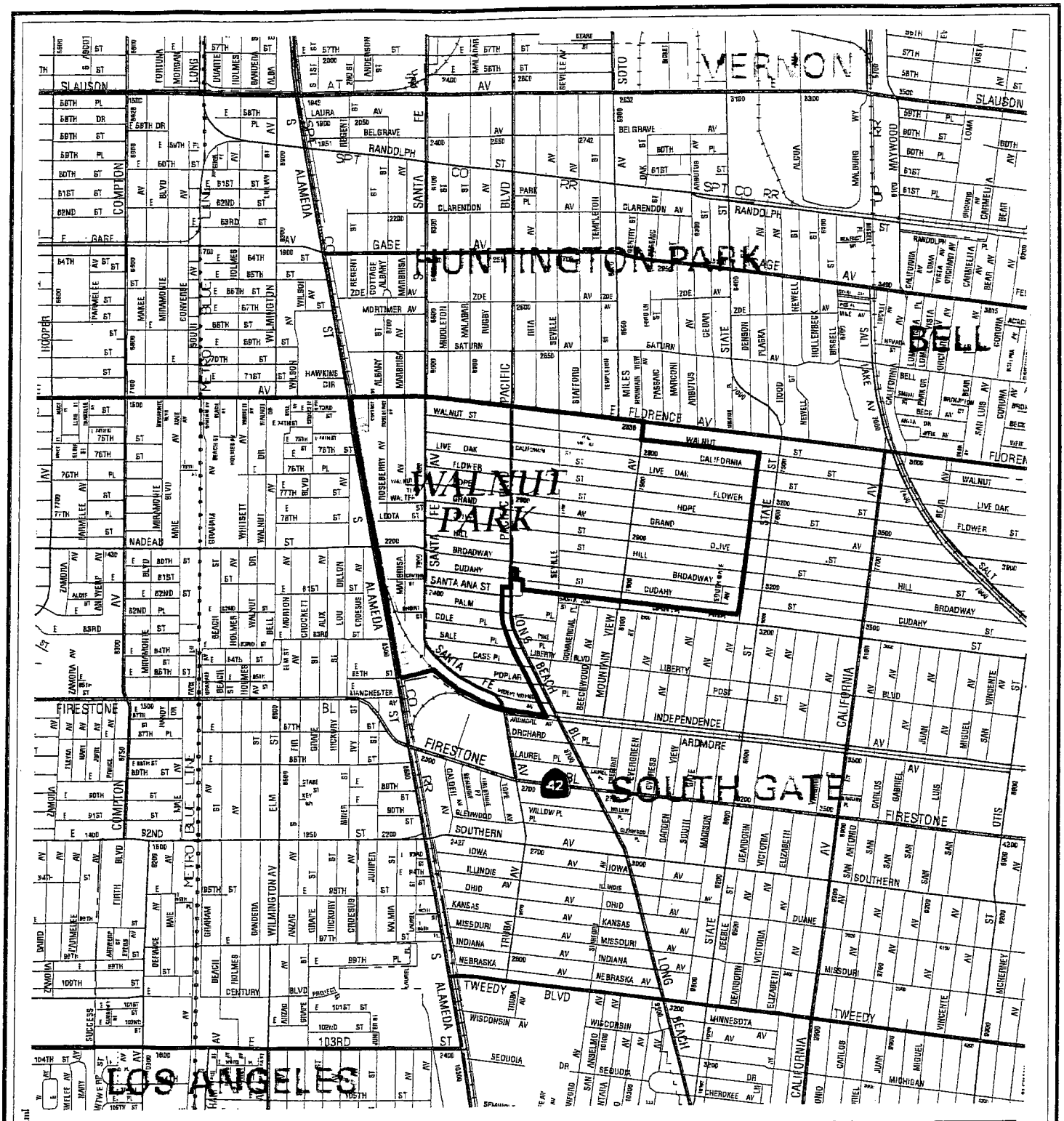
Historia de un bebé

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.1



DEPARTMENT OF PUBLIC WORKS
900 S. Fremont Ave.
Alhambra, CA 91803

Mapping & Property Management Division
GIS Services

Walnut Park
Supervisorial District 1
Zero Tolerance Zone 1G

FEET
0 2300 4600

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Data contained in this map was produced in whole or part from the Los Angeles County Department of Public Works' digital database.

AML: /urespace/wk_md/aml_dir/exhibit1g.aml

DATE: 18 AUG 04 09:25:22 WEDNESDAY

County of Los Angeles
Department of Public Works

Graffiti Abatement Services
Proposal
(2008-PA058)

January 28, 2009

Superior Property Services, Inc.

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

Superior Property Services, Inc.
Superior Graffiti Services

January 27, 2009

County of Los Angeles
Department of Public Works
Ms. Gail Farber, Director of Public Works
900 South Fremont Avenue
Alhambra, CA 91803-1331

RE: ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES (2008-PA058)

Dear Ms. Farber;

Superior is pleased to submit the enclosed proposal to the County of Los Angeles for Graffiti Abatement Services. Our comprehensive package includes, plans of action for all five zones, including pricing and equipment to be utilized.

We have reviewed the information provided and thoroughly inspected the area and are confident Superior can meet all the requirements outlined in your proposal..

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

Larry DeCrona, President
9129 Perkins St.
Pico Rivera, CA 90660

Ronald L. Bruneck, Vice President
9129 Perkins St.
Pico Rivera, CA 90660

Thank you for the opportunity to submit this information and we look forward to your review and comments. We can be reached at (800) 741-CLEAN or (562) 801-9200 should you or your staff has any questions.

Respectfully,

Superior Property Services, Inc.
Superior Graffiti Services

Larry DeCrona
President

9129 Perkins St., Pico Rivera, CA 90660-4512
562-801-9200 • 714-285-1200 Fax 562-801-9230 • www.4superior.com

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ADDITONAL INFORMATION

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SUPPORT DOCUMENTS

[redacted]

State of California
Secretary of State

STATEMENT OF INFORMATION
(Domestic Stock and Agricultural Cooperative Corporations)
FEES (Filing and Disclosure): $25.00. If amendment, see instructions.
IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

This Space For Filing Use Only

S

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

C1764613

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

DUE DATE:

COMPLETE ADDRESSES FOR THE FOLLOWING (Do not abbreviate the name of the city. Items 2 and 3 cannot be P.O. Boxes.)

	CITY	STATE	ZIP CODE
2. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE 17671 Irvine Blvd, Suite 106	Tustin	CA	92780
3. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY 9129 Perkins Street	Pico Rivera	CA	90660
4. MAILING ADDRESS OF THE CORPORATION, IF DIFFERENT THAN ITEM 2 9129 Perkins Street	Tustin	CA	90660

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

	ADDRESS	CITY	STATE	ZIP CODE
5. CHIEF EXECUTIVE OFFICER/ Larry DeCrona	12851 View Ridge Drive	Santa Ana	CA	92705
6. SECRETARY/ Larry DeCrona	12851 View Ridge Drive	Santa Ana	CA	92705
7. CHIEF FINANCIAL OFFICER/ Ronald Bruneck	14811 Devonshire	Tustin	CA	92680

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

	ADDRESS	CITY	STATE	ZIP CODE
8. NAME Larry DeCrona	12851 View Ridge Drive	Santa Ana	CA	92705
9. NAME Ronald Bruncek	14811 Devonshire	Tustin	CA	92705
10. NAME Diane M. DeCrona	12851 View Ridge Drive	Santa Ana	CA	92705

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

AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and Item 13 must be completed with a California street address (a P.O. Box address is not acceptable). If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 13 must be left blank.)

12. NAME OF AGENT FOR SERVICE OF PROCESS
Diane M. DeCrona, Esq.

	CITY	STATE	ZIP CODE
13. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, **IF AN INDIVIDUAL** 17671 Irvine Blvd., Suite 106,	Tustin	CA	92780

TYPE OF BUSINESS

14. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION
Cleaning Contractors

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

1/26/2009	Larry DeCrona	President	[signature]
DATE	TYPE/PRINT NAME OF PERSON COMPLETING FORM	TITLE	SIGNATURE

SI-200 C (REV 01/2008)

APPROVED BY SECRETARY OF STATE

State of California

Secretary of State

Confirmation of Receipt of Document / Receipt for Payment

Transaction ID:	4A8782EE-138C-44A5-B955-09B55104F14D
Confirmation #:	020292
Charge Description	E-file Statement of Information for C1764613
Name:	Superior Property Services, Inc.Lawrence DeCrona
Address:	9129 Perkins St.
Address Line 2	
City/State/Zip:	Pico Rivera, CA 90660
Phone:	562-801=9200
Email:	Larry@decrona.com
Amount:	25
E-File Session:	1159448
AVS Response:	Y
Date/Time:	1/26/2009 12:08:19 PM

NOTE: Confirmation of receipt does not constitute an approved/accepted filing.

Return to Main Page

[redacted]

State of California
Secretary of State

OFFICE OF THE SECRETARY OF STATE

STATEMENT OF INFORMATION
(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): $25.00. If amendment, see instructions.

IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

This Space For Filing Use Only

S

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

C1764613

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

DUE DATE:

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1/17/08 — DATE
Larry DeCrona — TYPE/PRINT NAME OF PERSON COMPLETING FORM
President — TITLE
SIGNATURE

SI-200 C (REV 01/2008)

APPROVED BY SECRETARY OF STATE

California Business Portal

Secretary of State DEBRA BOWEN

DISCLAIMER: The information displayed here is current as of JAN 23, 2009 and is updated weekly. It is not a complete or certified record of the Corporation.

Corporation		
SUPERIOR PROPERTY SERVICES, INC.		
Number: C1764613	**Date Filed:** 6/2/1995	**Status:** active
Jurisdiction: California		
Address		
12851 VIEW RIDGE		
SANTA ANA, CA 92705		
Agent for Service of Process		
DIANE DECRONA		
17671 IRVINE BLVD STE 106		
TUSTIN, CA 92780		

Blank fields indicate the information is not contained in the computer file.

If the status of the corporation is "Surrender", the agent for service of process is automatically revoked. Please refer to California Corporations Code Section 2114 for information relating to service upon corporations that have surrendered.

EXPERIENCE

Background

Superior Property Services, Inc., including Superior Graffiti Services and Superior Pressure Washing offer the kind of unique experience in all areas of graffiti abatement and property maintenance rarely found in other companies. We are "Thinking About Tomorrow" and we strive to understand and focus upon clients' needs and objectives which enables us to obtain the optimum results. Our years of experience in property management and real estate give us a special insight into what is necessary to satisfy our clients. We strive to always be a part of your property maintenance solutions. Superior Property Services, Inc. is a California Corporation and has been in operation for over 15 years. We currently employ 31 full time people.

Superior has a 8,000 square foot corporate office and warehouse in Pico Rivera in Los Angeles County, with an additional warehouse in Pomona. California. We service clients in Los Angeles, Orange, Riverside and San Bernardino counties.

PROPOSERS CAPABILITIES

Superior Property Services, Inc. is a California Corporation, with Larry DeCrona and Ronald Bruneck as sole owners and principal officers. Superior has been in the property maintenance since 1992 and have been providing graffiti abatement services for over 12 years.

Superior takes pride in constantly seeking to use the most up to date technology, data communications, computer technology and training, in the industry. We strive for greater service through better scheduling, project management, alignment of personnel along with working smarter and more efficiently. Our employee's have been with the company an average of 6 years. We have several that have been with Superior for over 15 years. We provide a great work environment with numerous company benefits. Our organizational chart illustrates the growth and commitment to our employees.

All Superior's field personnel receive on going training specific to their jobs. Superior provides monthly mandatory training sessions for all personnel. This training includes safety issues as well as specific employment issues, such as sexual harassment issues, employment benefits and polices.

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

Superior currently provides graffiti abatement services to the County of Los Angeles, Riverside Transportation Authority, City of West Covina, City of Orange, the County of Orange and City of Colton. Therefore we are confident that we have the staffing and ability to provide the highest level of service to the County of Los Angeles. We have the ability to provide multiple crews with pressure washing capabilities, and our response times are highly recommended by all of our clients.

Staff/Key Personnel

Lawrence E. DeCrona

President

Mr. DeCrona was honorably discharged from the United States Air Force after a tour of duty in Vietnam. He attended Mt. San Antonio College and Cal Poly University where he obtained a degree in Business Administration. He began his career in real estate and marketing in 1973 and specialized in residential and commercial income producing properties. Mr. DeCrona is a licensed General Contractor and has acted as Owner/General Partner in the acquisition, development or management of over $22,000,000 in real estate projects.

As a developer/builder, he has built or renovated over 195 apartment units and completed construction of thirty-three single family and multi-family homes in Southern California. He has also completed construction and renovated over 178,000 square feet of commercial/industrial property and received the "Historical Restoration Award" from the City of Santa Ana in 1988 for the Oddfellows Building originally constructed in 1906.

Mr. DeCrona and Ron Bruneck formed Superior Property Services in 1994. Superior is a full service graffiti abatement, janitorial service, pressure washing and property maintenance company.

Mr. DeCrona was the co-founder, in 1980, of the Newport Beach Business Club and a 20-year member of Lions International and Past President of the Mariners Lions Club of Newport Beach. He is on the advisory Boards for Vanguard University and Friends of Institute of Real Estate Management. The DeCrona's are active members of Trinity United Presbyterian Church in Tustin, California.

Mr. DeCrona is married to Diane M. DeCrona, a Tax Attorney/CPA, and they have a grown son and daughter.

Ronald L. Bruneck

Vice President

Began his career in real estate sales and property management in 1974. During his 15 years in property management, he was responsible for managing a portfolio consisting of over 2500 residential units and numerous commercial properties. He obtained his real estate brokers license in 1976, owned and managed Lanco Property Management until 1989. He then started CDS Maintenance which later became Superior Property Services in 1994. Mr. Bruneck is married with 2 boys and resides in Tustin, CA. Mr. Bruneck attended the University of Southern California, holds a Bachelor's degree in Business Administration and was a member of the Institute of Real Estate Management (IREM). Larry DeCrona and Ron Bruneck have worked together for over 20 years and in 1994 became partners to form Superior Property Services, Inc.

Nancy Hernandez

Director of Operations

Office Manager

Ms. Hernandez joined our company in 1992. Her years of experience in all aspects of the maintenance business have resulted in a responsive and knowledgeable manager. Being bilingual enables her to communicate with the employees giving them directions and new ideas to complete the work needed. Ms. Hernandez attended Orange Coast College taking classes in business management and accounting. Ms. Hernandez directly over sees the office staff and indirectly is responsible for all employees, with supervisors reporting directly to her. She also is responsible for scheduling work and accounts receivables. Ms. Hernandez is a integral part of the Superior operation and family.

Francisco Cuenca
Operations Manager

Francisco has been with Superior for over ten years and started as one of our maintenance men and pressure washers. Over the years Francisco has shown his versatility by taking on any job necessary. He has worked on our paint crews and became our key supervisor over seeing all of our graffiti abatement crews. He is very familiar with the requirements of our LA County graffiti contracts and the areas they service. Mr. Cuenca responsibilities now include the operations of all our contracts and reports directly to our Director of Operations.

In order to assure the highest quality service, we inspect all jobs on a frequent basis. A supervisor is assigned to a specific area on a full-time basis. The supervisor visits the job sites at least twice a week, or more if needed. Inspections are made both during business hours and after to insure that projects are completed professionally and on schedule. We employ only qualified and skilled persons who have passed our rigid qualifications and training. These supervisors report directly to Mr. Cuenca.

Amanda Campbell
Data Entry

Miss Campbell has been with the company for 4 years, she is experienced in QuickBooks, Word, excel, and PowerPoint presentations. Miss Campbell handles all of our data entry and helps keep all of our computers up and running. She currently is attending CSUF working towards a degree in computer science.

Nancy Chavez
Receptionist

Miss Chavez has been with the company for over 2 years. Miss Chavez helps with the office work and answering the phones.

Mario Mendez
Area Supervisor

Mario has been with the company for 4½ years. Mario is bilingual and has been involved in the janitorial industry his whole career. He has worked his way up from a janitor position to building supervisor, area manager, lead floor crew supervisor to area supervisor. Mario oversees all of our janitorial contracts and works closely with our other supervisors in improving training techniques and reporting.

Robert Cazares
Crew Supervisor

Robert has been with Superior for over 7 years, working on graffiti abatement contracts the whole time. Robert now oversees all of our graffiti abatement contracts and crews. He spend a great deal of his time inspecting areas,

Chris Bruneck
Field Supervisor

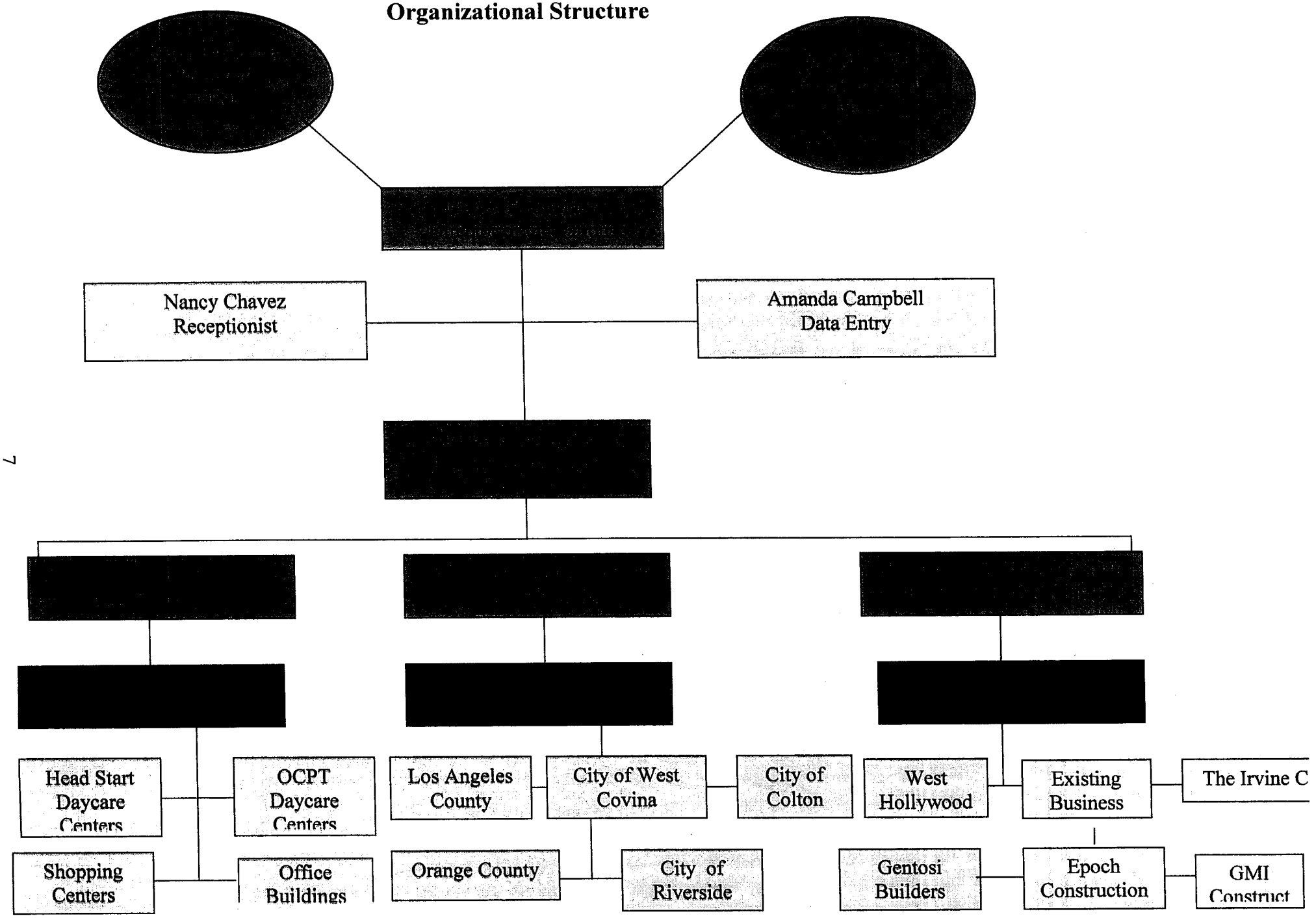
Chris has grown up with Superior and has worked in all phases of the company. He has worked as a janitor, graffiti crew, data entry, and maintenance crew. He now oversees all of our maintenance work, pressure washing and new construction clean-up work. He also helps out with graffiti abatement in the flood channels when necessary. Chris has a passion for soccer and is attending college pursuing a degree in accounting.

Graffiti Abatement Crew members

Roberto Cazares Murillo – 26 years of painting experience/7 years in graffiti abatement
Francisco Santos – Over 10 years of painting experience/4 years in graffiti abatement
Martin Leon – 8 years of painting experience/4 years in graffiti abatement
Jose Chavez – 10 years of painting experience/4 years in graffiti abatement
Rogelio Vasquez – Over 15 years of painting experience/7 years in graffiti abatement
Alvaro Goduinez – 7 years of painting experience/2 years in graffiti abatement
Jesus Navarro Jr. – 5 years of painting experience/3 years in graffiti abatement
Luis Garcia – 9 years of painting experience/6 years in graffiti abatement
Alejandro Gonzalez – 6 years of painting experience/5 years in graffiti abatement
Feliciano Ordonez – 5 years of painting experience/3 years in graffiti abatement
Jose F. Ordonez – 8 years of painting experience/4 years in graffiti abatement
Alejandro Trujillo – 4 years of painting experience/3 years in graffiti abatement
Juan Romero – 3 years of painting experience/3 years in graffiti abatement
Juan Ayala – 2 years of painting experience/1 year in graffiti abatement

All of our crew members have had a minimum of one year of prior painting experience. They must have and maintain a clean driving record. They receive 2 weeks of extensive training by Superior prior to being placed on a crew in the field. They learn paint color matching, painting techniques, reporting, safety, paint sprayer maintenance and additional training in their specific area.

Superior Property Services , Inc.
Organizational Structure



THE FACTS

- **17 ¾ Million Square Feet**
  - **Total Graffiti removed**

- **135,500**
  - **Total # of Tags removed**

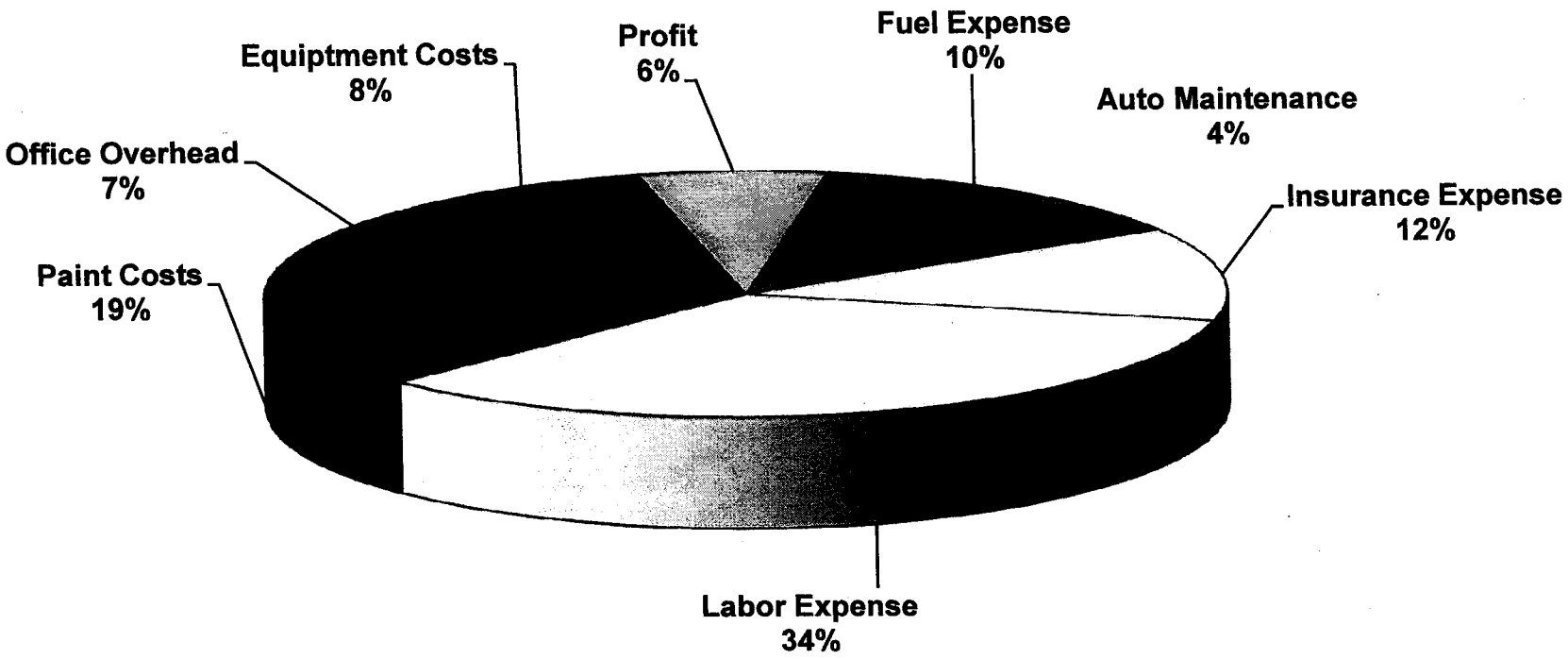
- **33,521 gallons**
  - **Paint used per year**

- **14¢ per sq. ft.**
  - **Average cost per square foot**

- **$11.42**
  - **Cost per tag**

Based on work performed by Superior Property Services over the last three years**

GRAFFITI ABATEMENT COSTS



Billing Method / Accounting Procedures

Superior utilizes state-of-the-art computer accounting and data base systems. Our computers are networked and include high speed internet capabilities and communication software.

We are currently developing a program system similar to that used by UPS to track packages. Our system will allow us to track and route each work order to maximize the efficiency of each crew. In addition, we will be able to pin point hot spots, list all outstanding work orders, and more accurately reflect the time to complete and the cost associated with each work order. This new system we will come close to being a paperless system of tracking work orders in the field.

Currently each crew maintains a log of all work performed. This log includes type of structure, facility, job location date, time, type of work required, completion time, and amount of material, paint color and comments. We log all work orders into our data base and track their completion. This Database system can be linked to our accounting system to insure proper billing. Every service call is logged in and maintained for 3 years. Our billing will be by zone and will include labor hours, number of work orders completed, and materials used.

Internally we focus our attention on two primary areas. First we organize and log all work orders in each area before they are sent to the crew. This eliminates wasted time in the field and insures that time is spent actually removing graffiti. Secondly we make sure our warehouses are located close to our contract areas. Again this maximizes time spent removing graffiti. We are the only contractor in the industry that maintains warehouses based on the location of our contract. Supplies are delivered and inventoried at each warehouse so there is no wasted or down time. Vehicles are inspected, re-fueled and re-stocked with supplies every evening. This allows our graffiti crews to spend far more time actually removing graffiti than any of our competitors.

Communication

We anticipate that work request can be emailed or faxed to our 800 fax number, or called into our phone at (800) 741-2532, where our bilingual office staff would forward the work order to the appropriate crew. We currently maintain all staff with mobile phones and our 24-hour voice mail can reach company owners and supervisors when necessary. Work orders emailed or faxed to us would come into our computer and automatically logged into our system. Each crew has cellular phones with GPS capability so we can monitor their routes in real time. This phone system also allows them to log in when starting their shift, lunch period and ending their shift. This new system allows us to adjust routes and handle all requests in a timely manner.

Superior Property Services, Inc.

PROPOSER'S REFERENCE LIST

A. County of Los Angeles Graffiti Abatement Contracts

1997	Zone 1A
1998-1999	Zone 1A, 1B and Flood Control Channels
1999-2002	Zone 1D, 1E, 1D, 2A, 2B, 4A, and 5A
2003-2005	Zone 1A, 1B, 1D, 1G, 2A, 2D, 2E, Flood Channel, and 2nd Story (district 1 & 2)
Current Fiscal Year	Zone 1A, 1B, 1D, Flood Control Channels, 2nd story (District 1 & 2), 5D, 5E, 5F, and 5G

B. Other governmental agencies and private companies

2001 – Current Fiscal Year	County of Orange (Graffiti Abatement Contract) Includes County buildings County Court house interior/exterior County Flood Control Channels
2006 - Current Fiscal Year	City of West Covina (Graffiti Abatement Contract)
2006 - Current Fiscal Year	City of Colton (Graffiti Abatement Contract)
Current Fiscal Year	City of Orange (Graffiti Abatement Services)
Current Fiscal Year	City of West Hollywood (Pressure Washing Contract)
2004 – 2008	Santa Ana Police Department (Pressure Washing and Graffiti Abatement
2004 – 2006	San Bernardino (Graffiti Abatement Contract) Supervisory Districts 2 & 4
2007	City of Claremont (Graffiti Abatement Contract)

Superior Property Services, Inc.

Partial Reference List

AMC MANAGEMENT
AMERISTAR LENDING GROUP
AMERICAN RED CROSS
BIXBY LAND COMPANY
BPS GROUP
BRENTWOOD COUNTRY CLUB
BRYMAN COLLEGE
CANYON ACRES CHILDREN SERVICES
CENTER TRUST
CITY OF CLAREMONT
CITY OF COLTON
CITY OF ORANGE
CITY OF RIVERSIDE
CITY OF SANTA ANA
CITY OF WEST COVINA
CITY OF WEST HOLLYWOOD
COUNTY OF LOS ANGELES
COUNTY OF ORANGE
EASY ACCESS SELF STORAGE
EPOCH CONSTRUCTION
FLEET FUELS
FOUNTAINGLEN PROPERTIES
GODBEY MONROE
GT BICYCLES
HACKETT MANAGEMENT CORP.
IC MYERS PROPERTIES
KF PARTNERS
LIMELIGHT JAVA
LOS ANGELES COUNTY FLOOD CONTROL
MADISSON MARQUETTE MANAGEMENT
MARNELL CORRAO
MC CARRION AIRPORT,- Las Vegas, NV
MINI-U-STORAGE
NATIONAL AUCTION PROPERTIES, INC.
NEW YORK, NEW YORK HOTEL, Las Vegas, NV
ORANGE COAST JEEP,GMC & BUICK
ORANGE COUNTY HEAD START
ORANGE COUNTY PARENTS & TEACHERS
PHILARMONIC HOUSE OF DESIGN
PRESBYTERIAN CHURCH OF THE COVENANT
PROWEST PCM, INC.
RESCO SELF STORAGE
RIDGEPARK LANDSCAPE
RIVERSIDE COUNTY TRANS. COMMITTEE
RUBY'S RESTAURANTS
S & S BUILDING MAINTENANCE
SCHROEDER MANAGEMENT
SHOOK PROPERTIES
SHURGARD SELF-STORAGES
SPERRY VAN NESS
SOUPLANTATION RESTAURANTS
SWINERTON BUILDERS
THE CARLSON COMPANY
TUSTIN UNIFIED SCHOOL DISTRICT
UNITED CONSTRUCTION
W. CRAIG DOOTSON
WAHOO'S RESTAURANTS
24 HOUR FITNESS CENTERS

WORK PLAN/ EQUIPMENT

PLAN OF ACTION / APPROACH

Procedures & Techniques Proposed

The following plan of action was compiled after a comprehensive and detailed inspection of each area and extensive cost analysis.

We evaluated each contracts in this proposal keeping in mind increased costs for non-field personnel, fuel, paint, workers compensation; liability insurance, auto insurance coupled with an overall increase in graffiti and employee risk factors. Gang activity and unemployment has increased which results in an increase in the amount of graffiti. Business owners and residents in these areas are much more aware of the county's Graffiti Hot Line, so it is no coincidence that the number of tags being called into the Hot Line has increased. Superior has proven that we maintain a higher completion of tags to contract price, which translates into a much lower cost of graffiti removal for the county per square foot (.13¢ to .18¢ on average). Superior has also established itself, over the last twelve years, as more than competent in our response times, reporting and maintaining accurate records. Our response times in completing work orders have always been of highest priority. We can assure you our proposals and plans of actions will give you the best service for the money. Please keep in mind the following guidelines when evaluating the number of crews being used on average:

- 1 crew = 400,000 Sq. Ft. of graffiti removed per year on average
- 1 crew = can clear up to 4,500 tags per year on average.
- 1 crew = cost $4,500 per month (labor, paint, fuel & insurance on average)

Superior's motto is "Thinking About Tomorrow" and our goal is to always be thinking about ways to improve the eradication of graffiti and how we can implement more effective methods to accomplish that goal tomorrow and beyond. Superior **works hard** at obtaining a Zero tolerance area whenever we take on a new contract. We have been providing graffiti abatement service to the County of Los Angeles and other municipalities for almost 12 years. We know Los Angeles County and have successfully, in previous contract periods, maintained several of the contact areas we are now bidding on. No other company has been able to match our proactive productivity, as Superior eradicates twice the amount of graffiti on its own without waiting for the County 800 Hot Line calls to be received. We are able to do this by reducing the drive time to and from areas and increasing the actual time crews spend removing graffiti by using skilled well prepared personnel and providing them with excellent equipment. Removing graffiti is not rocket science, but it is hard work and requires follow through, common sense and a can do attitude. Our company owners, administrators, supervisors and well-trained experienced personnel know what they are doing and take pride in doing a good job. We have regular staff meetings to discuss training and safety methods and other issues and strive to keep our loyal staff inspired and thus maintain a very low turnover ratio. We constantly strive to be "Thinking About Tomorrow" and how we can improve our quality control, reporting, color matching and overall efficiency for the County of Los Angeles and our company.

Our supervisors are all "hands on" including the company owners. Our supervisors also act as quality control inspectors. Our primary quality control inspector is Larry DeCrona and our quality control trainee is Chris Bruneck. Everyone, from the top down understands our goal of zero tolerance graffiti removal by matching colors as best as possible, water blasting with our water recovery and recycling units and using Bio degradable chemicals. Superior can roll trucks 7 days a week if necessary to respond to the requests of the County of Los Angeles in the fight to eradicate vulgar and threatening graffiti.

Each graffiti abatement truck leaves our warehouses at approximately 6:30am and is well prepared for their mission. Trucks have signage indicating we are contracted with the County of Los Angeles and 800# posted. Trucks are equipped with the paint sprayers, custom hose reels, color matching equipment, paint racks, small buckets and rollers for small tags, ladders and flashing strobe safety lights. Every truck leaves the warehouse fully fueled and loaded with a wide range of paint colors. Our personnel are all uniformed and wear safety vests. Each crew is given a cell phone with 2-way radio communication capability and all phones have a Xora GPS Most companies **say** they can provide zero tolerance, Superior **works hard** at obtaining Zero tolerance. We are currently using the Graffiti Tracker camera GPS system in conjunction with the County of Los Angeles Sheriffs Department to assist in apprehending high volume taggers.

Most of our crews are based out of our main warehouse in Pico Rivera which is located very close to many of these contract service areas. In the event of rain, high graffiti incidents or special requests our crews could be required to work Saturdays. Our staff can easily determine how many work orders were received, completed and outstanding for any given period. We track frequency of tags and hot areas; square footage and job times, on a continuing basis. .

Over the years we have established a partnership with two major paint suppliers to provide us with new and recycled paint at the lowest prices possible. Our suppliers have committed to us for the next 3 years to lock their current prices, provide inventory and to stock our special Superior Graffiti Block paint. They will ship to our warehouses within 12 hours and will also stock our products in any of their local stores requested.

Superior is very proud of our X-Rite Color Designer color matching system. The hand held sample monitors, software and computers make paint matching fast and accurate.
The portable hand held instruments measure the paint color off of any wall and we then process the sample color data characteristics factoring in lighting conditions and the surface. We then have the systems software display the paint mix formula that matches the sample taken with the hand held unit. All these functions are accomplished in a matter of seconds and are then saved for future reference by address. We use our custom mixers to make a quart, gallon or up to 5 gallons of matched paint for use. We also label all mixed color matched paint for future use in the field by our crews who patrol the area. So in most cases we have very little delay as a result of needing to match specific colors. Also in an effort to keep our paint costs under control we obtain mismatched paints from paint contractors and paint stores. We remix and re-tint these recycled paints to our existing colors to lower our overall paint costs.

We work closely with the Sheriffs Department, neighborhood watch programs, and non-profit organizations to clean up alleys and high visibility areas including vine wall paint outs. We found that these programs can be very successful when combined with an aggressive graffiti abatement program. No other contractor has the reputation Superior has for contributing back to the communities or assisting the sheriffs department with establishing ways to counter the graffiti problems. Because we are "Thinking About Tomorrow" we take a proactive approach to removing graffiti and participate in all programs that work to that end. Our budgets include funds for additional crews if necessary, supervisors, 2-man crews' in high crime areas; and funds for community work programs.

Plan of Action:

The following plan of action was put together after a painstaking and thorough inspection of each area, current and future cost analysis and consideration of the most effective Zero Tolerance plan of action. We are aware that some of the areas have major alleys and that these are often very time consuming and costly to maintain and are often high-risk areas for our crews. We have rated each area 1 ~ 10 (**1 being very clean to 10 high activity and/or high risk**), based on the size of each area, the level of crime and amount of graffiti activity.

Zone 1G –Walnut Park

Price: $52,774
Rated: 7

- **1 roving paint crew (5 days/week)**
- **1 roving pressure washing crew (2 Days per/week)**
- **1 supervisor-quality control inspector (2 days/week plus Community meetings)**
- **Additional support as needed**

Our office and warehouse are located very near this area, which greatly increases the amount of time our crew can spend removing graffiti. This can be a very difficult densely populated area to maintain as the business owners and residents are very active in this small ¾ square mile community. We would work with the community as needed to keep them part of the solution. There are a large number of commercial buildings with large visible walls so this is a taggers dream area. We are confident we can control the graffiti in this area with one crew and a pressure washing crew as needed. Our plan would be to divide this area into a grid consisting of 2 sections. The crew would be assigned a geographical area to proactively patrol every other day after they have completed any pending work orders. In addition to the Graffiti Abatement Crew we would provide a roving pressure washing crew as needed. When work orders are received requiring pressure washing or our in-area GAC spots a tag requiring pressure washing we would then dispatch our the pressure washing crew.

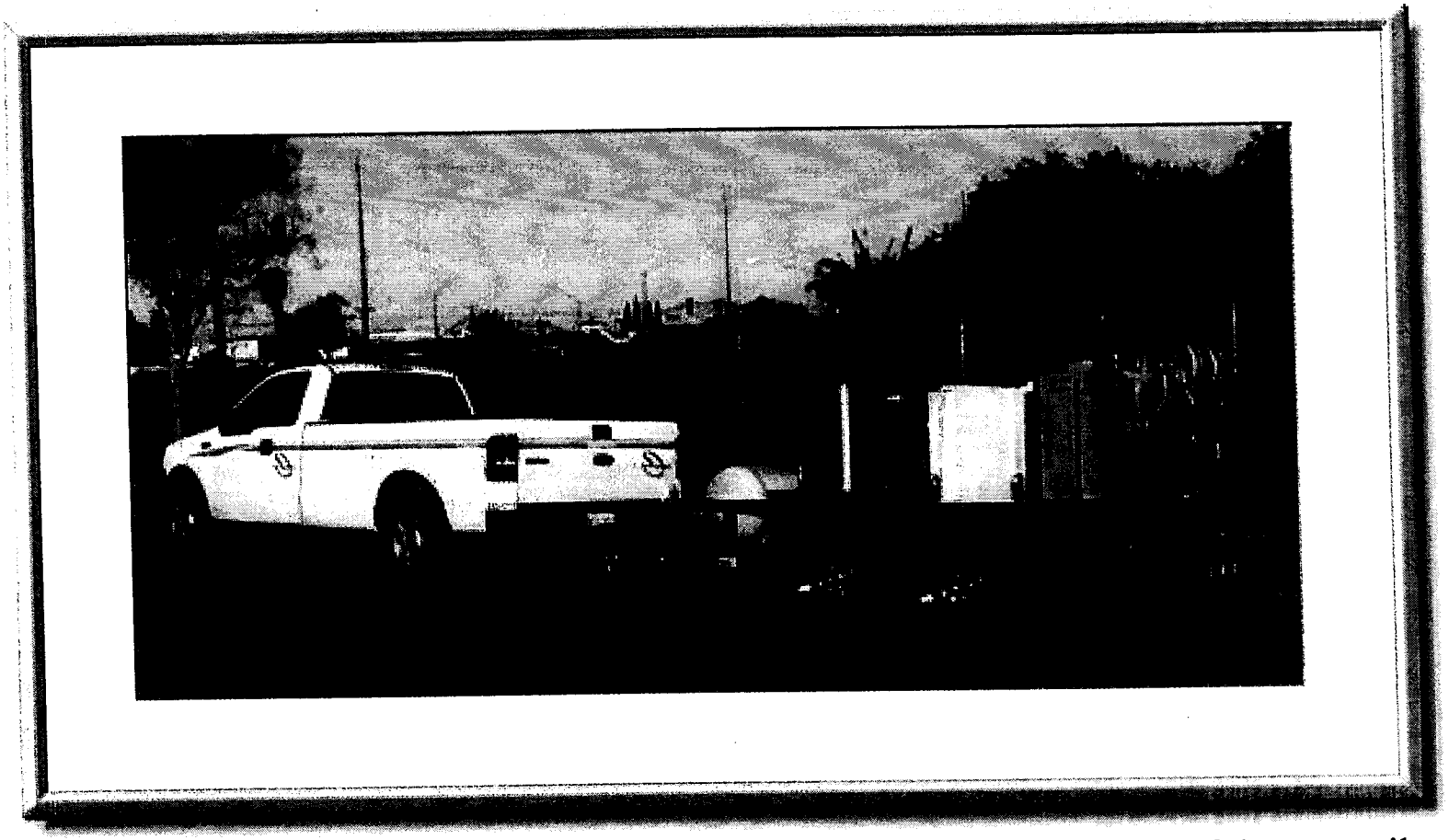
List of Superior Vehicles and Equipment

2008 Chevy Silverado Truck
2007 Ford-F150 Long Bed Truck
2005 Ford-F150 Long Bed Truck
2003 Ford 15 passenger Van
2003 Dodge Dakota X/C Truck
2003 Chevy S-10 Flat Bed Truck
2000 Toyota Tundra Flat Bed Truck
2002 F250 Ford Flat Bed Truck
1999 Ford F150 Long Bed Truck
1999 Dodge Dakota X/C Truck
1998 Dodge Dakota Truck
1998 Dodge Dakota Truck
1997 GMC Sierra Flat Bed Truck
1996 Dodge Dakota Truck
1998 Chevy S-10 Truck
1996 Chevy S-10 Truck
1993 F-250 Ford Truck
1994 Chevy S-10 Truck
1994 Ford Ranger Truck

Trailer Mounted Silver Eagle "All Propane" Pressure washer & Water Recovery System
Trailer Mounted Landau Pressure Washer/Steam Cleaner
Trailer Mounted Delco Pressure Washer/Steam Cleaner
Truck Mounted Hydro Blaster Pressure Washer/Steam Cleaner
Truck Mounted Hydro Blaster Pressure Washer/Steam Cleaner
Portable 3000 PSI Water blasters (2)
Water recovery vacuum systems (3)
Extension wands for water blasting of high areas
2 Sand blasting pots and wands (4)

8900 Speedflow Airless Paint Sprayers (14)
4900 Speedflow Airless Sprayers (2)
3900 Grayco Airless Paint Sprayer (2)
Titan Portable Pot Paint Sprayers
X-Rite ColorDesigner Paint Matching Computer System
Portable hand help paint Scanners for on-site color matching
Paint Tinting Equipment, Paint Shakers & Paint Mixing Equipment

Honda 3000 watt Portable Generator
Yamaha 1600 watt Portable Generator
Coleman 2500 watt Portable Generator
Extension wands for water blasting of high areas
Extension Ladders, Step Ladders and Portable scaffolding
Custom Hose Reels (14)
Full supply of all pressure washing equipment, hoses and Turbo nozzles
Full supply of all painting equipment & hoses
550 feet of Rubber Steel jacketed fire hose
Steel Eagle Surface cleaning spinners (3)
Floor scrubbers for concrete and floor cleaning



Superior has just finished designing and putting into active service a new, state of the art, trailer mounted fully propane powered hot water pressure washer unit. The one of a kind unit is equipped with a Hydro Tek water recovery system and Honda Super Quite Series EU3000is generator and has the capacity to fully recycle up to 220 gallons of water during recovery.

ColorDesigner® 10

Installation Guide

x-rite

QUALITY ASSURANCE PROGRAM

Superior Quality Commitment

Superior has provided the highest quality cleaning services since 1996. Through the years Superior has obtained the experience necessary to complete any type of job large or small. Superior offers the kind of service rarely found in our industry. Our focused desire and ability to understand and implement client's needs and objectives enables us to attain the optimum results for our clients. **Superiors** owners have years of experience in property management, painting. pressure washing, and construction before starting Superior, and have the knowledge to satisfy facility managers, owners, municipalities and tenants needs.

Superior has a commitment to deliver our services in a timely manner on or before the promised completion date. No excuses we just do the job right.

Superior is committed to using the best cleaning and eradication procedures possible to assure quality control in all our services.

Superior is committed to resolve our clients concerns regarding service quality and any other complaints quickly and in everyone's best interest.

Superior's goal is to provide a very unique and customized type of service to fit our clients' needs and budgets. We know what it takes to provide Superior service and ear our clients trust and respect.

Training Program/Quality Assurance Program

All new crewmembers go through a two-week training program prior to working in the field. The training program will consist of the following:

- Three days of painting techniques; color matching; equipment care; preparation and cleanup; and quality control.
- One day of safety procedures; Material Safety Data Sheets; and office procedures.
- Two days of field training which will consist of familiarization with the specific zone and graffiti removal problems
- Minimum of five days of field training with a supervisor.

We have an existing relationship with Vista Paints, Dunn Edwards Paints and Urban Restoration Products and have established a training program where they will provide training in painting equipment, painting techniques, color matching and solvent use for products provided by them.

After 90 days all employees must be reviewed and go through an additional day of equipment, product and quality control training prior to being taken off probation status.

All Superior's field personnel receive on going training specific to their jobs. Superior provides monthly mandatory training sessions for all personnel. This training includes safety issues as well as specific employment issues, such as sexual harassment issues, employment benefits and polices.

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

Our Field Supervisors and Field Inspectors are provided with the specific requirements and scope of work for Los Angeles County Graffiti Abatement Program.

We monitor these requirements in the field to make sure they are being met and completed in a timely manner. We meet with every employee working on Los Angeles County contracts quarterly to review their understanding and performance in complying with the required scope of work.

Each employee maintains daily logs of all work completed. Our inspectors spot check these logs on a regular basis to determine if the work was completed properly. In addition our field supervisor and or quality control inspectors routinely drive all areas and fill out a Graffiti Inspection Report covering over 15 areas to be inspected in any given area/zone. One of our owners, Larry DeCrona, acts as, Quality Control Officer, and Chris Bruneck, act as the Quality Control Officer, in training. If a corrective action is required then an immediate remedy is decided on and action is taken within 24 hours to correct the problem. All completed documents are reviewed by our Quality Control Team and are then filed for training and future reference.

The attached forms represent a sampling of the forms Superior uses in its program. In many cases the documents are initiated from staff to the inspection officer. The items are reviewed, comments made and necessary actions for correction, if any, initiated. The forms and corrective action are also used in training sessions so that noted items of concern are addressed to the entire staff.

Superior Graffiti Services
Graffiti Inspection Report

To: _____ Area/Zone: _____

Inspector: _____ Date of Inspection: _____

AREAS	EXCELLENT	GOOD	FAIR	COMMENTS
Street Corners/Traffic Poles				
Walls				
Buildings				
Electric Boxes				
Fencing/Gates				
Phone Booth				
Poles				
Light Posts				
Curbs				
Sidewalks				
Signage				
Bathrooms/Parks				
Doors/Windows/Glass				
Flood Channels				
Bike Paths				
Recreational areas				
Vehicle Oversprays				

Corrective Action Required to be completed by date of: _____

Area of Concern: _____

_____

Pressure Washing: _____

Other: _____

Comments/Follow-Up Required: _____

_____

Corrective Action Completion Date: _____

Approved By: _____

File copy after completion and approval

Weekly Vehicle Inspection
(Inspeccion de Vehiculos Semanal)

Inspection Date	
Driver	
Mileage	
License Plate Number	

	Tire Pressure (Presion o peso de llantas)		Gas Cap (Tapadera de gasolina)
	Tire Wear (Llantas Malgastadas)		Mirrors (espejos)
	Brakes (frenos)		Windshield (Parabrisa)
	Oil (Chequear aceite)		Spare Tire & Jack (Llanta de refaccion y gato)
	Coolant (Agua o anti congelante)		Proof of Insurance (Comprobante de aseguransa)
	Transmission Fluid (Aceite de Transmission)		Current Registration (Registracion Vigente)
	Electrical (electrico)		Equipment Oil (Aceite de Maquinaria)
	Battery Water (Bateria)		Equipment Locked (Maquinaria asegurada)
	Head Lights (Luces de enfrente)		Strobe Light (Luz de torreta)
	Tail Lights (Luces de enfrente)	**Problems or Comments (Problemas o Commentarios)**	
	Brake Lights (Luces de frenos)		
	Turn Signal Lights (Luces de senalero)		
	Emergency Flashers (Luces de Emergencia)		
	Windshield Wipers (Limpia parabrisas)		
	Belts/Hoses (Bandas/Mangueras)		
	Radiator (Radiador)		

Complete and fax to office every Friday afternoon

LICENSE

State Of California

Consumer Affairs

CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE

License Number **835687** Entity CORP

Business Name SUPERIOR PROPERTY SERVICES INC

Classification(s) C33 C61/D38

Expiration Date 04/30/2010

Department of Consumer Affairs
Contractors State License Board

Contractor's License Detail - License # 835687

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6). If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
- Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.
- Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
- Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

License Number:	835687 **Extract Date:** 01/17/2009
Business Information:	SUPERIOR PROPERTY SERVICES INC 9129 PERKINS STREET PICO RIVERA, CA 90660 Business Phone Number: (562) 801-9200
Entity:	Corporation
Issue Date:	04/08/2004
Expire Date:	04/30/2010
License Status:	This license is current and active. **All information below should be reviewed.**
Classifications:	CLASS DESCRIPTION C33 PAINTING AND DECORATING D38 SAND AND WATER BLASTING
Bonding:	CONTRACTOR'S BOND This license filed Contractor's Bond number **6333624** in the amount of **$12,500** with the bonding company SURETY COMPANY OF THE PACIFIC. **Effective Date:** 01/01/2007 Contractor's Bonding History BOND OF QUALIFYING INDIVIDUAL 1. The Responsible Managing Officer (RMO) RONALD LEE BRUNECK certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is **not** required. **Effective Date:** 09/19/2006 BQI's Bonding History

This license has workers compensation insurance with the
TOWER SELECT INSURANCE COMPANY

Workers' Compensation:	**Policy Number:** WD8331000408 **Effective Date:** 05/11/2008 **Expire Date:** 05/11/2009 Workers' Compensation History

Miscellaneous Information:

DATE	DESCRIPTION
11/04/2005	CLASS B REMOVED

Personnel listed on this license (current or disassociated) are listed on other licenses.

[redacted] [redacted]

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INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 10/06/08

PRODUCER Yorba Linda Insurance Services, Inc
P.O. Box 661
Yorba Linda, CA 92885-0661
Phone (714)777-8388 Fax (714)777-8389

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

INSURED Superior Property Services, Inc.
17671 Irvine Boulevard Suite 106
Tustin CA 92780

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Mount Vernon Fire Insurance Co.	
INSURER B: Mercury Casulty Company	
INSURER C: Tower Insurance Company	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	☑	GENERAL LIABILITY ☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☑ OCCUR ☑ DEDUCTIBLE $1,000 ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☑ PROJECT ☐ LOC	CL 2301106B	10/01/08	10/01/09	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $5,000 $1,000,000 $2,000,000 $2,000,000
B	☑	AUTOMOBILE LIABILITY ☐ ANY AUTO ☑ ALL OWNED AUTOS ☑ SCHEDULED AUTOS ☑ HIRED AUTOS ☑ NON OWNED AUTOS ☑ DED $1,000 ☐	AC11081351	07/23/08	07/23/09	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
	☐	GARAGE LIABILITY ☐ ANY AUTO ☐				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC / AGG	
	☐	EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE AGGREGATE	
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WD8331000408	05/11/08	05/11/09	☑ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
		OTHER					

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

10 day notice of cancellation for non-payment of prmeium.
Certificate holder is hereby recognized as additional insured per attached endorsement.
All Operations.

CERTIFICATE HOLDER

County of Los Angeles Dept. of Public Works ASD
c/o Mr. Anthony Ford
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
Guy Borak

ACORD 25 (2001/08) QF

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RECORD KEEPING (LW-9)

FORM LW-9

WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS

INSTRUCTIONS
The contractor selected through this RFP process will be required to comply with State and Federal labor regulations and record keeping requirements. The objective of this questionnaire is to determine the appropriateness, scope, and suitability of the procedures the Proposer uses and the internal controls in place to ensure compliance with State and Federal labor regulations and record keeping requirements. In order to appropriately evaluate this area (Part I, Section 4.D, Evaluation Criteria), it is critical that the Proposer submit a detailed description of the processes and the steps associated with those processes. Answer all questions thoroughly and in the same sequence as provided below. If a question is not applicable, indicate with "N/A" and explain why such question is not applicable. Provide additional details to ensure a clear picture of the Proposer's processes and controls. As used in this questionnaire, the term Proposer includes the business entity that will provide the proposed services. Attach an actual sample copy of timesheet, paycheck, and pay stub. ***ADDITIONAL PAGES MAY BE ATTACHED OR RESPONSES CAN BE PROVIDED IN A SEPARATE DOCUMENT.*** ***IDENTIFY EACH RESPONSE BY THE CORRESPONDING QUESTION NUMBER.***

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
1. TRACKING HOURS WORKED	
1.1. How does the Proposer track employee hours actually worked?	Each employee maintains a daily time card in addition to logging start, lunch and end with GPS on the cell phone system.
1.2. Where do the Proposer's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite?	Employees report to a central location warehouse; shift starts from this location and travel to work site during their shift.
1.3. If the employees report to a central site with travel to the worksite, when does the Proposer consider the employees' shift to have started? At a central site or upon arrival at the work location?	Shift starts when employss arrives at warehouse and begins work at the central location.

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
2. REPORTING TIME How does the Proposer know employees actually reported to work and at what time? For example, sign-in sheets, computerized check in, call-in system, or some other method?	The onsite Supervisor makes sure all employees properky clock in. In additon we can track their shift start time and location with their GPS cell phone.
3. RECORDS OF ACTUAL TIME WORKED 3.1. What records are created to document the beginning and ending times of employee's actual work shifts? 3.2. What records are maintained by the Proposer of actual time worked? 3.3. Are the records maintained daily or at another interval (indicate the interval)? 3.4. Who creates these records (e.g., employee, supervisor, or office staff)? 3.5. Who checks the records, and what are they checking for? 3.6. What happens to these records? 3.7. Are they used as a source document to create Proposer's payroll? 3.8. **ATTACH ACTUAL COPIES OF THESE RECORDS (Please blank out any personal information).**	Time cards, plus computerized time sheets from GPS System. Same as above. Daily records are maintained. Records are created by Employee and GPS reports are created by office staff. Supervisor checks time cards for accuracy and Office Manager checks time cards for completeness and accuracy. Cards are also compared to GPS reports. Any issues found are brought to the employees attention and corrected. Records are then filed. 3.7 - Yes.

Location Details for 'Leon, Martin' between 19-Jan-09 5:00 AM and 19-Jan-09 2:59 PM.

[redacted]

2:56 PM	34.048176/ -118.20225		1 West	Auto Real Time	--	80.8	--
2:51 PM	34.0454/ -118.208607		22 North East	Auto Real Time	--	80.4	--
2:46 PM	34.03704/ -118.214111		1 East	Auto Real Time	5 (5)	79.7	--
2:41 PM	34.036952/ -118.214068	--	--	Auto Real Time	0 (5)	79.7	--
2:36 PM	34.037523/ -118.21394		7 South East	Auto Real Time	--	79.7	--
2:31 PM	34.026571/ -118.207316		0 North	Auto Real Time	--	78.8	--
2:26 PM	34.014712/ -118.168308		51 North West	Auto Real Time	--	76.5	--
2:21 PM	33.975435/ -118.124554		47 North	Auto Real Time	--	72.8	--
2:16 PM	33.9702/ -118.101503		0 North	Auto Real Time	5 (5)	71.4	--
2:11 PM	33.970811/ -118.101908		0 North	Auto Real Time	0 (5)	71.4	--
2:09 PM	33.971723/ -118.101247		0 North	Shift End	7 (7)	71.3	9150 Perkins St, Pico Rivera, CA, 90660
2:06 PM	33.972408/ -118.101119	--	--	Auto Real Time	5 (7)	71.3	--
2:01 PM	33.972408/ -118.101119	--	--	Auto Real Time	0 (7)	71.3	--
1:56 PM	33.972141/ -118.101204		4 South West	Auto Real Time	--	71.3	--

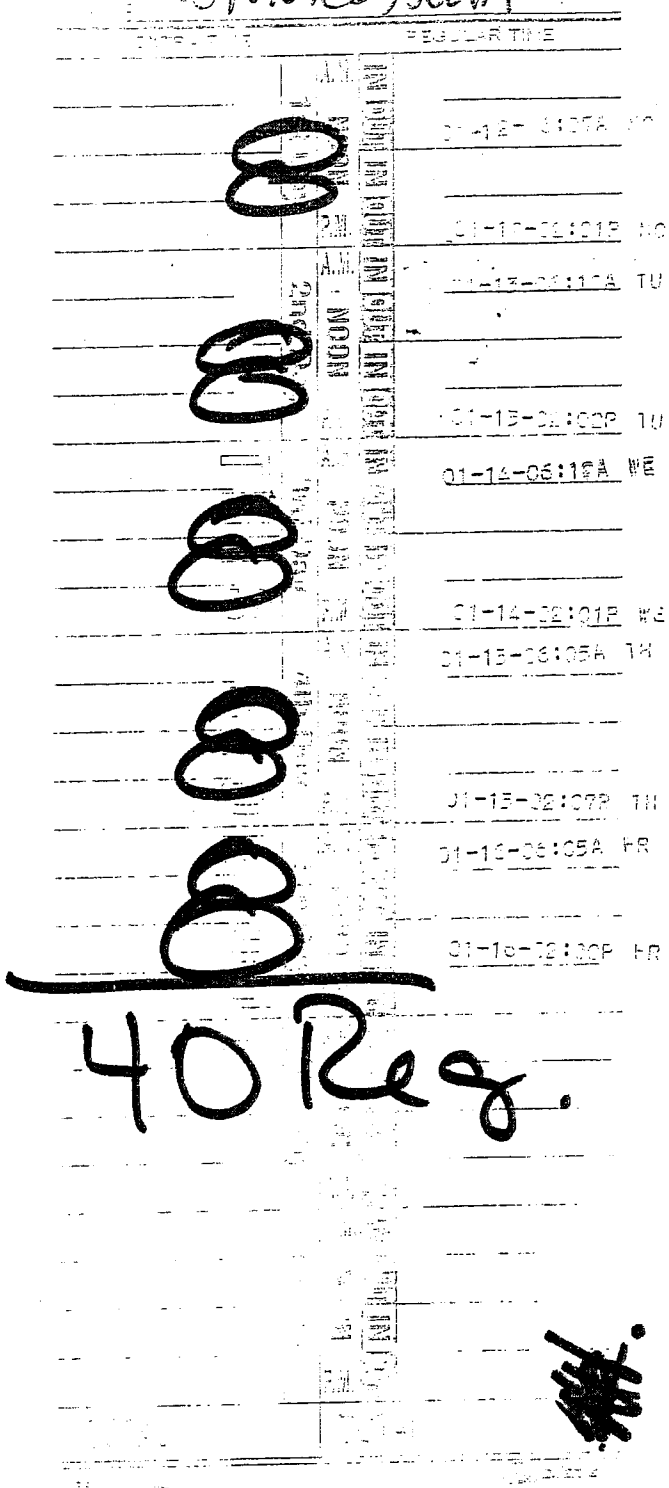
10:50 AM	33.916813/ -118.296234	0	North	Auto Real Time	0 (39)	48	--
10:45 AM	33.916488/ -118.27762	33	West	Auto Real Time	--	47	--
10:45 AM	33.916488/ -118.27762	33	West	Lunch End	--	47	Alley, Willowbrook, CA, 90061
10:40 AM	33.920075/ -118.265375	3	North	Auto Real Time	--	46.2	--
10:35 AM	33.918819/ -118.265268	0	North	Auto Real Time	--	46.1	--
10:30 AM	33.916339/ -118.239348	19	West	Auto Real Time	--	44.6	--
10:25 AM	33.909152/ -118.225098	2	South East	Auto Real Time	4 (4)	43.7	--
10:20 AM	33.909131/ -118.225098	0	North	Auto Real Time	0 (4)	43.7	--
10:15 AM	33.909077/ -118.224927	17	South	Auto Real Time	--	43.7	--
10:10 AM	33.931672/ -118.230783	0	North	Auto Real Time	--	42.1	--
10:05 AM	33.931747/ -118.228159	2	North	Auto Real Time	10 (10)	41.9	--
10:04 AM	33.931605/ -118.228276	0	North East	Lunch Start	8 (10)	41.9	11395 Watts Ave, LOS ANGELES, CA, 90059
10:00 AM	33.931576/ -118.22834	0	North	Auto Real Time	5 (10)	41.9	--
9:55 AM	33.931565/ -118.228159	1	South East	Auto Real Time	0 (10)	41.9	--
9:50 AM	33.931659/ -118.228276	4	South West	Auto Real Time	--	41.9	--
9:45 AM	33.93176/ -118.228319	1	West	Auto Real Time	20 (20)	41.9	--
9:40 AM	33.931765/ -118.228362	0	North	Auto Real Time	15 (20)	41.9	--

6:35 AM	34.001064/ -118.09202	--	--		Auto Real Time	10 (14)	21.5	--
6:30 AM	33.972408/ -118.101119	--	--		Auto Real Time	4 (14)	21.5	--
6:25 AM	33.972408/ -118.101119	--	--		Auto Real Time	0 (14)	21.5	--
6:20 AM	33.972171/ -118.101204		6	South West	Auto Real Time	--	21.5	--
6:15 AM	33.972379/ -118.101247		0	North	Auto Real Time	15 (15)	21.5	--
6:10 AM	33.972205/ -118.101162		2	North	Auto Real Time	10 (15)	21.5	--
6:05 AM	33.972117/ -118.101247		0	North	Auto Real Time	5 (15)	21.5	--
6:01 AM	33.972117/ -118.101076		0	North	Shift Start	1 (15)	21.5	--
6:00 AM	33.972117/ -118.101076		0	North	Auto Real Time	0 (15)	21.5	--
5:55 AM	33.975243/ -118.123711		9	North East	Auto Real Time	--	20.1	--
5:50 AM	33.999736/ -118.148927		49	South East	Auto Real Time	--	17.9	--
5:45 AM	34.037213/ -118.213898		0	North	Auto Real Time	--	13.4	--
5:40 AM	34.041125/ -118.206644		22	South West	Auto Real Time	--	12.9	--
5:35 AM	34.04856/ -118.20418		3	North East	Auto Real Time	--	12.3	--
5:30 AM	34.026571/ -118.250506		64	South East	Auto Real Time	--	9.3	--
5:25 AM	34.037952/ -118.279018	--	--		Auto Real Time	--	7.5	--
5:20 AM	34.028037/ -118.386399		2	South West	Auto Real Time	--	1.3	--
5:15 AM	34.02496/ -118.37809		0	North	Auto Real Time	--	0.8	--

9149 Perkins St,
Pico Rivera, CA,
90660

Romero, Ivan

RCM



40 Reg.

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
4. OTHER RECORDS USED TO CREATE PAYROLL (IF ANY) 4.1. If records of actual time worked are not used to create payroll, what is the source document that is used? 4.2. Who prepares and who checks the source document? 4.3. Does the employee sign it? 4.4. Who approves the source document, and what do they compare it with prior to approving it?	NONE Office Manger Employee signs the card prior to payroll Same as 3.5
5. BREAKS 5.1. How does the Proposer know that employees take mandated breaks and meal breaks (periods)? 5.2. Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred? 5.3. If so, who prepares, reviews, and approves such documentation?	Meal breaks are paid and employee logs their break time into the GPS cell phone, which can be verified in real time. Yes, we maintain the GPS log sheets. Office Manager

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
6. HOW PAYROLL IS PREPARED	
6.1. Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid.	Office manager enters payroll informatiom from time cards into our Quickbooks Payroll system. Quickbooks prepares our payroll checks and automatically adjusted.
6.2. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)?	Employees are issued a payroll check prepared by Quickbooks Payroll Service. We then print the checks in our office.
6.3. If by check, do they receive a single check for straight time and overtime or are separate payments made?	Single checks are made for all sums owed to Employee.
6.4. What information is provided on the check (e.g., deductions for taxes, etc.)?	Sample attached. All items are listed.
6.5. **ATTACH A COPY OF A PAY CHECK AND PAY CHECK STUB THAT SHOWS DEDUCTION CATEGORIES (COVER UP OR BLOCK OUT BANK ACCOUNT INFORMATION AND ANY EMPLOYEE INFORMATION).**	

SUPERIOR PROPERTY SERVICES, INC.
1415 E. MCFADDEN AVE., SUITE D
SANTA ANA, CA 92705

ORANGE , CA 92867
90-4317-1222

11/1/2007

PAY TO THE ORDER OF Roberto Murillo Cazares $ **879.67

Eight Hundred Seventy-Nine and 67/100********** DOLLA

Roberto Murillo Cazares

08097/107-05

MEMO Pay Period: 10/11/2007 - 10/25/2007

⑈013963⑈ ⑆

SUPERIOR PROPERTY SERVICES, INC.

1396

Employee	SSN	Status (Fed/State)	Allowances/Extra
Roberto M. Cazares,	***-**-1285	Married/Married (one income)	Fed-1/0/CA-1/0
	Pay Period: 10/11/2007 - 10/25/2007		Pay Date: 11/01/2007

Earnings and Hours	Qty	Rate	Current	YTD Amount
Salary			26.88	156.66
Hourly Rate	88.00	11.00	968.00	18,799.00
Overtime Rate	2.00	16.50	33.00	5,065.52
Sick Hourly Rate				121.00
Vacation Hourly Rate				264.00
			1,027.88	24,406.18

Sick	11.00	21.00
Vacation	24.00	16.00

Taxes	Current	YTD Amount
Federal Withholding	-55.00	-1,628.00
Social Security Employee	-63.73	-1,513.18
Medicare Employee	-14.90	-353.89
CA - Withholding	-8.41	-252.52
CA - Disability Employee	-6.17	-146.44
	-148.21	-3,894.03

Adjustments to Net Pay	Current	YTD Amount
Reimbursement - Other		27.99

Net Pay	879.67	20,540.14

Paid Time Off	YTD Used	Available

Superior Property Services, Inc., 1415 E. McFadden Avenue, Suite #D, Santa Ana, CA 92705 (714 285-1200

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
7. MANUAL PAYROLL SYSTEM 7.1. If the Proposer uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check. 7.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?	N/A We do not use a manual payroll service. Each rate is listed. Hours worked at each rate is determined by the work and agreed to by Employee.
8. AUTOMATED PAYROLL SYSTEM 8.1. If the Proposer uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll. 8.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the automated payroll system calculate total wages paid? 8.3. Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?	Office enters the required payroll information into the Quickbooks Payroll Service program 3 - 5 days prior to the payroll date. Quickbooks uses the information to prepare all payroll and reporting. Same as 7.2 The calculation is embedded.

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
9. TRAVEL TIME 9.1. How is travel time during an employee's shift paid? 9.2. At what rate is such travel time paid if the employee has multiple wage rates? 9.3. Discuss how the Proposer calculates the day's wages for each situation described in the following two examples: a. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are paid at a different rate than the County's Living Wage rate. b. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are also paid the County's Living Wage rate.	All travel time is paid once employee starts shift. Travel time is paid at base rate or overtime rate, if applicable. 3 hours plus travel to the next location are paid at the LW rate. Shift starts at the next location and travel back to warehouse would be paid at the non-LW rate. All work time and travel time would be paid at LW rate.
10. OVERTIME 10.1. How does the Proposer calculate overtime wages? 10.2. What if the employee has multiple wage rates?	Per labor wage board; Overtime is time and half over 8 hours per day or 40 hours per week. Rates are weighed and averaged and then the time and a half is applied.

DATED: 1/27/09 PROPOSER'S SIGNATURE: JE McCrone

LIVING WAGE & PAYROLL INFORMATION:

Superior believes it is in everyone's best interest to provide a living wage to our employees. Therefore all employees involved with these L.A. County contracts will receive the benefits of the Living Wage Program.

Currently we offer CIGNA HealthCare Med Plus Plan (policy #CG585), which provide full medical for our employee and dependents at a cost of $2.20 per hour And plus an hourly wage of $9.65 per hour.

Superior complies with all State and Federal labor regulations and record keeping requirements. We currently use Quickbooks Payroll Service for all of our payroll reporting, payroll deposits and payroll checks. Every employee receives a written employee manual and acknowledges that they have read and understand our employee manual. Our manual outlines our payroll policies including the following:

- Superior pays on the 1st & 16th of each month
- Pay period is through the 25th and the 10th of each month
- All employees are provided with cell phones with GPS capability with Xora System which records the time they clock in for their shift and their location at time of shift start and shift end. It also records the location and start and end period of their lunch break.
- All employees must also use time cards provided and clock in and out as a back up system to the Xora system.
- Time cards are to be reviewed and initialed as to correctness prior to the preceding pay period, any discrepancy need to be brought to our attention immediately.
- The time cards are used as the backup document for data input and provided to Quickbooks Payroll Service to generate pay checks
- Each pay check and time card is reviewed and signed by our Vice President and delivered to the employee. Pay checks maybe automatically deposited directly into employees account, mailed, picked up or delivered, per the employee's request.
- Supervisors are to monitor employee's arrival and departures from the work place and accuracy of the time cards.
- All time cards and payroll records are kept for a minimum of 5 years.
- All overtime will be paid on the next pay period at the current pay rate or in the event of multiple pay rates they will receive the rate at which the job is classified at or a blended rate using the higher rate.
- Overtime must be approved by the supervisor, if unapproved overtime has occurred the employee will be paid all requested hours and a written notice of our policy will be given to the employee and his/her payroll file will be documented.

- If an employee has more than one rate of pay, the weighted average of the combined pay rates will be used to determine the overtime rate.
- Employees report to work at the warehouse location they have been assigned to and they return to the same warehouse upon completion of their shift times begin and end when employee has arrived at the warehouse and either begun their tasks or end their required tasks. All travel time after clocked in is included in their normal shift and paid at the rate of the current task. Employees working under a County Living wage Contract will complete a full shift under those terms regardless of his duties. We will not breakup shifts at different rates. If there is a discrepancy in rates the discrepancy will be resolved in the employees favor and at the higher rate of pay.
- Superior shifts are 8 hours with one 15 minute break and ½ hour for lunch. Superior pays regular time for both the break time and lunch time.
- Employee's notify their supervisor of the time and location of their morning break and lunch break.

This portion of the proposal highlights the key areas regarding our employee policies. However, additional policies may exist to insure that we are in compliance with all Local, State and Federal regulations.

Employee Benefits

Eligible employees at Superior are provided a wide range of benefits. A number of the programs (such as Social Security, workers' compensation, state disability, and unemployment insurance) cover all employees in the manner prescribed by law.

Benefits eligibility is dependent upon a variety of factors, including employee classification. Your supervisor can identify the programs for which you are eligible. Details of many of these programs can be found elsewhere in the employee handbook.

The following benefit programs are available to eligible employees:

- Health Insurance
- Holidays
- Personal/Sick Leave Benefits
- Vacation Benefits

Some benefit programs require contributions from employees, but most are fully paid by Superior.

Vacation Benefits

Vacation time off with pay is available to eligible employees to provide opportunities for rest relaxation, and personal pursuits. Employees in the following employment classification(s) are eligible to earn and use vacation time as described in this policy:

- Regular full-time employees

The amount of paid vacation time employees receive each year increases with the length o their employment as shown in the following schedule:

- After 1 year of eligible service the employee is entitled to 5 vacation days each year.
- After 3 years of eligible service the employee is entitled to 7 vacation days each year.
- After 5 years of eligible service the employee is entitled to 10 vacation days each year.

The length of eligible service is calculated on the basis of a "benefit year." This is the 12-month period that begins when the employee starts to earn vacation time. An employee's benefit year may be extended for any significant leave of absence.

Once employees enter an eligible employment classification, they begin to earn paid vacation time according to the schedule. Earned vacation time is available for use in the year following its accrual.

Paid vacation time can be used in minimum increments of one day. To take vacation, employees must request advance approval at least two weeks prior to their requested vacation start date to the office manager. Requests will be reviewed based on a number of factors, including business needs and staffing requirements. In most cases no more than 5 consecutive days of vacation will be granted at one time.

Vacation time off is paid at the employee's base pay rate at the time of vacation. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials.

As stated above, employees are encouraged to use available paid vacation time for rest, relaxation, and personal pursuits. In the event that available vacation is not used by the end of the benefit year, employees will forfeit the unused time.

Upon termination of employment, employees will be paid for unused vacation time that has been earned through the last day of work for that year.

Holidays

Superior will grant holiday time off to all employees on the holidays listed below:

- New Year's Day (January 1)
- Good Friday (Friday before Easter) Half day off
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Thanksgiving (fourth Thursday in November)
- Christmas (December 25)

Superior will grant paid holiday time off to all eligible employees who have completed 90 calendar days of service in an eligible employment classification. Holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day. Eligible employee classification(s):

- Regular full-time employees

To be eligible for holiday pay, employees must work the last scheduled day immediately proceeding and the first scheduled day immediately following the holiday.

A recognized holiday that falls on a Saturday will be observed on the proceeding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday. In all cases if the legal holiday falls on a weekend it will be observed on the Federal legal holiday set by U.S. government offices.

If a recognized holiday falls during an eligible employee's paid absence (e.g., vacation, sick leave), the employee will be ineligible for holiday pay.

If eligible nonexempt employees work on a recognized holiday, they will receive wages at their straight-time rate for the hours worked on the holiday and be given an additional day off.

Worker's Compensation Insurance

Superior provides a comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

Employees who sustain work-related injuries or illnesses should inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible.

Neither Superior nor the insurance carrier will be liable for the payment of workers compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by Superior.

Sick Leave Benefits

Superior provides paid personal/sick leave benefits to all eligible employees for periods of temporary absence due to illnesses or injuries. Eligible employee classification(s):

- Regular full-time employees

Eligible employees will accrue personal/sick leave benefits at the rate of 3 days per year (.25 of a day for every full month of service). Sick leave benefits are calculated on the basis of a "benefit year," the 12-month period that begins when the employee starts to earn sick leave benefits.

Employees can request use of paid personal/sick leave after completing a waiting period of 90 calendar days from the date they become eligible to accrue personal/sick leave benefits. Paid personal/sick leave can be used in minimum increments of one day. Eligible employees may use personal/sick leave benefits for an absence due to their own illness or injury or that of a family member who resides in the employee's household.

Employees who are unable to report to work due to illness or injury should notify their direct supervisor before the scheduled start of their workday if possible. The direct supervisor must also be contracted on each additional day of absence.

Personal/Sick leave benefits will be calculated on the employee's base rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials.

Health Insurance

Superior's health insurance plan provides employees and their dependants access to medical insurance benefits. Employees in the following employment classifications are eligible to participate in the health insurance plan:

- Regular full-time employees

Eligible employees may participate in the health insurance plan subject to all terms and conditions of the agreement between Superior and insurance carrier. Superior agrees to pay for one-half of the cost of all employees after a ninety day waiting period. The cost of dependent coverage is the responsibility of each employee. Insurance will be deducted from employees paychecks.

Details of the health insurance plan are described in the Summary Plan Description (SPD). An SPD and information on cost of coverage will be provided in advance of enrollment to eligible employees. Contact the Office Manager for more information about health insurance benefits.

Transporting Workers & Materials

Superior has established satellite warehouses located centrally to our graffiti abatement contracts. Employees would be required to report to directly to the assigned warehouse before beginning their shift to check out their vehicles, equipment, supplies, work orders and instructions to begin their shift. At the end of their shift, they would return to the warehouse so all equipment can be cleaned and serviced and available for the next day's schedule. Our own in-house maintenance staff services all trucks.

All employees are required to clock in (secured time clocks are on site) prior to beginning shift and at the end of each shift. Time cards are maintained in our corporate office. Supervisors are required to oversee each morning shift and insure that all inventory and equipment is ready for each crew.

FORMS

FORM PW-1

VERIFICATION OF PROPOSAL

DATE: Jan. 28 , 2009	THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:

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

2. NAME OF SERVICE: Graffiti Abatement Services

DECLARANT INFORMATION

3. NAME OF DECLARANT: Larry DeCrona

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

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

PROPOSER INFORMATION

6. Proposer's full legal name: Superior Property Services, Inc.		Telephone No.: (562) 801-9200
Address: 9129 Perkins St., Pico Rivera, CA 90660		Fax No.: (562) 801-9230
e-mail: Larry@4superior.com	County WebVen No.: 51739001 / IRS No.: 33-072-3535	Business License No.: 0174570
7. Proposer's fictitious business name(s) or dba(s) (if any):		
County(s) of Registration:	State:	Year(s) became DBA:

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: 9129 Perkins St., Pico Rivera, CA 90660	
	State of incorporation: California	Year incorporated: 1995
☐ 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) Larry DeCrona	Title President	Phone (562) 801-9200	Fax (562) 801-9230
Street 9129 Perkins St.	City Pico Rivera	State California	Zip 92660
Name(s) Ron Bruneck	Title Vice President	Phone (562) 801-9200	Fax (562) 801-9230
Street 9129 Perkins St.	City Pico Rivera	State California	Zip 92660

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): _____ Year of name change: _____.
Name(s): _____ 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 and all representation contained in this proposal on my personal knowledge;
OR
☑ (b) I am making these representations all representation contained in this proposal based on information and belief that they are true.

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

Signature of Proposer or Authorized Agent: _____ Date: 1/27/09

Type name and title: Larry DeCrona, President

FORM PW-2.1

SCHEDULE OF PRICES

FOR

ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES – ZONE 1G (2008-PA058)

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

DESCRIPTION	PRICE PER MONTH	ANNUAL PRICE (PRICE PER MONTH X 12)
Zero-Tolerance Graffiti Abatement Services – Zone 1G	$4,398.00	$52,776.00

LEGAL NAME OF PROPOSER: Superior Property Services, Inc.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL: [signature]		
TITLE OF AUTHORIZED PERSON: President		
DATE: 1/27/09	STATE CONTRACTOR'S LICENSE NUMBER: 835687	LICENSE TYPE: C33/D38
PROPOSER'S ADDRESS: 9129 Perkins St., Pico Rivera, CA 90660		
PHONE: (562) 801-9200	FACSIMILE: (562) 801-9230	E-MAIL: Larry@4superior.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:	Superior Property Services, Inc.		
Company Address:	9129 Perkins St.		
City:	Pico Rivera	State: CA	Zip Code: 90660
Telephone Number:	(562) 801-9200		
(Type of Goods or Services):	Graffiti Abatement Services		

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

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

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

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

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

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

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

Part II: Certification of Compliance

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

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

Print Name: Larry DeCrona	Title: President
Signature: Larry DeCrona	Date: 1/27/09

FORM PW-4

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: Graffiti Abatement Services
SERVICE BY PROPOSER Graffiti Abatement Services
PROPOSAL DATE: January 28, 2009

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

	2003	2004	2005	2006	2007	Total	Current Year to Date
1. Number of contracts.	65	70	40	50	55	280	50
2. Total dollar amount of Contracts (in thousands of dollars).	700	900	525	1.4 Mill.	1.8 Mill.	3.8 Mill.	1.5 Mill.
3. Number of fatalities.	0	0	0	0	0	0	0
4. Number of lost workday cases.	0	0	0	1	0	1	0
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.	0	0	0	0	0	0	0
6. Number of lost workdays.	0	2	0	2	0	4	0

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

Superior Property Services, Inc.
Name of Proposer or Authorized Agent (print)

Signature

1/27/09
Date

FORM PW-5

CONFLICT OF INTEREST CERTIFICATION

I, Larry DeCrona

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

of Superior Property Services, Inc.
Name of proposer

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

> **Contracts Prohibited**. A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.
>
> 1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
>
> 2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
>
> 3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
>
> (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
>
> (b) Participated in any way in developing the contract of its service specifications: and
>
> 4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders

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

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

Signed D. DeCrona Date 1/27/09

FORM PW-6

PROPOSER'S REFERENCE LIST

PROPOSED CONTRACT FOR: Graffiti Abatement Services

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

A. COUNTY OF LOS ANGELES AGENCIES

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

SERVICE: Graffiti Abatement	SERVICE DATES: 1997 - Current Fiscal
DEPT/ DISTRICT:	Public Works
CONTACT:	Ari Telias
TELEPHONE:	(626) 458-4062
FAX:	(626) 979-5445
E-MAIL:	Atelias@dpw.lacounty.gov

SERVICE: Graffiti Abatement	SERVICE DATES: 12/2007
DEPT/DISTRICT:	Flood Maintenance Division
CONTACT:	Ron Lacayo, P.E.
TELEPHONE:	(626) 458-4114
FAX:	(626) 458-4150
E-MAIL:	rlacayo@ladpw.org

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

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

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: Graffiti Abatement	SERVICE DATES: 2006 - Current Fiscal
AGENCY/ FIRM:	City of West Covina
ADDRESS:	1444 W. Garvey Ave. West Covina
CONTACT:	Brad Smith
TELEPHONE:	(626) 523-4028 or (626) 939-8729
FAX:	
E-MAIL:	brad.smith@wcpd.org

SERVICE: Graffiti Abatement	SERVICE DATES: 2001- Current Fiscal
AGENCY/ FIRM:	County of Orange
ADDRESS:	1143 E. Fruit St., Santa Ana
CONTACT:	Norman Hamaker
TELEPHONE:	(714) 567-7750
FAX:	
E-MAIL:	normanhamaker@rdmd.ocgov.com

SERVICE: Graffiti Abatement	SERVICE DATES: 2006 - Current Fiscal
AGENCY/ FIRM:	City of Colton
ADDRESS:	160 S. 10th St., Colton
CONTACT:	Maritza Tapia
TELEPHONE:	(909) 370-5065
FAX:	(909) 370-6104
E-MAIL:	mtapia@ci.colton.ca.us

SERVICE: Graffiti Abatement	SERVICE DATES: 2008- Current Fiscal
AGENCY/ FIRM:	County of Orange
ADDRESS:	1750 S. Douglass Rd., Anaheim
CONTACT:	Jeff W. McDonald
TELEPHONE:	(714) 567-6208
FAX:	(714) 567-6340
E-MAIL:	Jeff.McDonald@rdmd.ocgov.com

FORM PW-7

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name	Superior Property Services, Inc.
Address	9129 Perkins St., Pico Rivera, CA 90660
Internal Revenue Service Employer Identification Number	33-072-3535

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

1.	The proposer has a written policy statement prohibiting any discrimination in all phases of employment.	☑ 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	Superior Property Services, Inc.	
Authorized representative	Larry DeCrona, President	
Signature	LE McCrona	Date 1/27/09

FORM PW-9

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

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

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

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

☑ As Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission, I request this proposal/bid be considered for the Local SBE Preference.

☑ Attached is a copy of Local SBE certification issued by the County.

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

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☑ Corporation ☐ Nonprofit ☐ Franchise

☐ Other (Please Specify):

Total Number of Employees (including owners): 38

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

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino		2	2	1	22	10
Asian or Pacific Islander						
American Indian						
Filipino						
White						

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

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	98 %
Women	%	2 %	%	%	%	%

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

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

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

Authorized Signature:	Title:	Date:
[signature]	President	1/27/09

COUNTY OF LOS ANGELES
OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 780
Los Angeles, California 90012
(877) 669-CBES / FAX (626) 457-3112
TDD (626) 293-5708
Website: http://oaac.co.la.ca.us

Address all correspondence to:
CONTRACT COMPLIANCE
1000 S. Fremont Avenue
Building A-9 East, 1st Floor
Mail: Unit #24
Alhambra, CA 91803-8862

Dennis A. Tafoya
Director

January 12, 2009

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

Vendor #: 51739001

Dear LARRY DECRONA:

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 January 31, 2010 .

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

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

Again, congratulations on your certification. If you have any questions regarding the Local SBE Program, visit our website at http://oaac.co.la.ca.us/SBEMain.htm or call the Local SBE Customer Service at (877) 669-CBES.

Sincerely,

DENNIS A. TAFOYA
DIRECTOR

ROBERT VALDEZ
Senior Deputy Compliance Officer

DAT:OLS

FORM PW-10

GAIN and GROW EMPLOYMENT COMMITMENT

The undersigned:

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

OR

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

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

Signature [signature]	Title President
Firm Name Superior Property Services, Inc.	Date 1/27/09

FORM PW-11

TRANSMITTAL FORM TO REQUEST AN RFP SOLICITATION REQUIREMENTS REVIEW

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

Proposer Name:	Date of Request:
Project Title.	Project No.

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

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

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

N/A

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

Request submitted by:

(Name) *(Title)*

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released: _____

Reviewed by:

Results of Review - Comments:

Date Response sent to Proposer: _____

FORM PW-12

CHARITABLE CONTRIBUTIONS CERTIFICATION

Superior Property Services, Inc.
Company Name

9129 Perkins St., Picvo Rivera, CA 90660
Address

33-072-3535
Internal Revenue Service Employer Identification Number

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

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

CERTIFICATION	YES	NO
Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision or Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.	(✓)	( )
OR		
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

1/27/09
Date

Larry DeCrona, President
Name and Title (please type or print)

FORM PW-13

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

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

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

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

☐ My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for three years *(attach IRS Determination Letter)*;

☐ I have submitted my three most recent annual tax returns with my application;

☐ I have been in operation for at least one year providing transitional job and related supportive services to program participants; and

☐ I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

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

PRINT NAME: Larry DeCrona	TITLE: President
SIGNATURE: Larry DeCrona	DATE: 1/27/09

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	*APPROVED*	*DISAPPROVED*	*DATE*

FORM PW-14

PROPOSER'S LIST OF TERMINATED CONTRACTS

PROPOSER'S NAME: Superior Property Services, Inc.

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

Proposer must list all contracts that have been terminated within the past three years. Terminated contracts are those contracts terminated by an agency or firm before the contract's expiration date.

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

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

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

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

SIGNATURE Nelli Arona **DATE:** 1/27/09

FORM PW-15

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: _____

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

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

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

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

_____

_____

_____

_____

_____

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

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

_____

_____

_____

_____

_____

Signature of Proposer: _____ **Date:** 1/27/09

FORM LW-2

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION

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

Company Name:			
Company Address:			
City:	State:	Zip Code:	
Telephone Number:	Facsimile Number:	Email Address:	
Awarding Department:		Contract Term:	
Type of Service:			
Contract Dollar Amount:		Contract Number (if any):	

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

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

N/A

FORM LW-2 - APPLICATION FOR EXEMPTION (continued)

☐ My business is subject to a bona fide Collective Bargaining Agreement ***(you must attach the agreement)***; **AND**

☐ the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; **OR**

☐ the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business - Collective Bargaining Agreement):

_____

_____

_____

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

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

Additional Information

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

☐ **Either the contractor or the employees' collective bargaining unit have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

Health Plan Company Name(s): _____

Company Insurance Group Number(s): _____

Health Premium Amount Paid by Employer: _____

Health Premium Amount Paid by Employee: _____

Health Benefit(s) Payment Schedule:

☐ Monthly ☐ Quarterly ☐ Bi-Annual

☐ Annually ☐ Other (Specify): _____

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

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.

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

☐ I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than **$11.84 per hour** per employee.

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

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

Health Plan(s): Cigna Health Care

Company Insurance Group Number: 610449

Health Benefit(s) Payment Schedule:

☑ Monthly ☐ Quarterly ☐ Bi-Annual

☐ Annually ☐ Other: _____ (Specify)

PLEASE PRINT COMPANY NAME: Superior Property Services, Inc.	
I declare under penalty of perjury under the laws of the State of California that the above information is true and correct:	
SIGNATURE: [signature]	DATE: 1/27/09
PLEASE PRINT NAME: Larry DeCrona	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.

Owner's/Agent's Authorized Signature

Larry DeCrona, President
Print Name and Title

Superior Property Services, Inc.
Print Name of Firm

1/27/09
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: Superior Property Services, Inc.	Print Name of Owner: Larry DeCrona, President
Print Address of Firm: 9129 Perkins St.	Owner's/AGENT's Authorized Signature:
City, State, Zip Code Pico Rivera, CA 90660	Print Name and Title: Larry DeCrona, President

Public Entity Name	Labor Commissioner, State of California	
Public Entity Address:	**Street Address:**	28 Civic Center Plaza, Room 625
	City, State, Zip:	Santa Ana, CA 92701
Case Number/Date Claim Opened:	**Case Number:**	- 18-64133 BB
	Date Claim Opened:	11/02/2005
Name and Address of Claimant:	**Name:**	Fernando Garcia
	Street Address:	1001 W. Stevens Ave., Apt. 167
	City, State, Zip:	Santa Ana, CA 92707
Description of Work: (e.g., Janitorial)	Janitorial	
Description of Allegation and/or Violation:	Unpaid wages, overtime during the period 08/11/02 to 8/25/05	
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	Full Settlement prior to determination	

✓ Additional Pages are attached for a total of 2 pages.

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: Superior Property Services, Inc.	Print Name of Owner: Larry DeCrona, President
Print Address of Firm: 9129 Perkins St.	Owner's/AGENT's Authorized Signature:
City, State, Zip Code Pico Rivera, CA 90660	Print Name and Title: Larry DeCrona, President

Public Entity Name	Labor Commissioner, State of California
Public Entity Address:	**Street Address:** 28 Civic Center Plaza, Room 625
	City, State, Zip: Santa Ana, CA 92701
Case Number/Date Claim Opened:	**Case Number:** - 18-64151 BB
	Date Claim Opened: 11/08/2005
Name and Address of Claimant:	**Name:** Celia Garcia
	Street Address: 1001 W. Stevens Ave., Apt. 167
	City, State, Zip: Santa Ana, CA 92707
Description of Work: (e.g., Janitorial)	Janitorial
Description of Allegation and/or Violation:	Unpaid wages, overtime during the period 10/20/02 to 7/09/05
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	Full Settlement prior to determination

✓ Additional Pages are attached for a total of 2 pages.

Superior Property Services, Inc.

May 15, 2006

Fernando and Celia Garcia
1001 W. Stevens Ave., Apt. 167
Santa Ana, CA 92707

Fernando and Celia,

Obviously we were very surprised and disappointed in receiving your claim for additional compensation. Superior went out of our way to treat both of you and your family fairly. It is unfortunate that after all the years of service it had to come to this.

We have reviewed the information that you provided to the Labor Board in your complaint. We have found numerous errors and incorrect information. We have obtained security logs from our clients who show times you entered and exited each building. Based on this information we can show, with few exceptions, you did not work over the 40 hour limit per week. However, we do acknowledge that you worked on a few occasions over the limit without receiving the proper over time compensation.

In an interest to resolve this matter and move forward, we are prepared to offer a settlement based on the hours you claim were over the 40 hour work week. Your data shows that Fernando Garcia had extra hours of 948 and Celia had 371 hours for a total of 1,319 hours at the over time rate not paid of $3.50 ($7.00 per hour paid; $3.50 per hour overtime not paid) for a total settlement of $4,616.00.

I have provided some of the information that we have obtained from security logs and a spread sheet which list every check paid to you and all request for extra hours.

If this settlement is acceptable please contact Nancy and we will prepare a release for you to sign and upon execution payment of $4,616.

Sincerely,

Ron Bruneck

1415 E. McFadden Ave., Suite D, Santa Ana, CA 92705

PHONE 714•285•1200 FAX 714•285•1202 WEBSITE www.4superior.com

Superior Property Services, Inc.
1415 E. McFadden Ave., Suite D, Santa Ana, CA 92705

ORANGE COMMUNITY BANK
ORANGE, CA 92867
90-4317-1222

8/22/2006

PAY TO THE ORDER OF Celia Garcia $ **1,500.00

One Thousand Five Hundred and 00/100********** DOLLARS

Celia Garcia
1001 W. Stevens Ave.
Apt. 167
Santa Ana, CA 92707

MEMO

⑈003562⑈ ⑆122243172⑆ 20120005564⑈

SUPERIOR PROPERTY SERVICES, INC.

3562

Celia Garcia	8/22/2006	
Full settlement of all Labor/Wage claims		1,500.00

RECEIVED
8/23/06
DATE

1:49PM
TIME

Orange Community B 1,500.00

Superior Property Services, Inc.
1415 E. McFadden Ave., Suite D, Santa Ana, CA 92705

ORANGE COMMUNITY BANK
ORANGE , CA 92867
90-4317-1222

8/22/2006

PAY TO THE ORDER OF Fernando Garcia $ **3,000.00

Three Thousand and 00/100********** DOLLAR

Fernando Garcia
1001 W. Stevens St., 167
Santa Ana, CA 92704

MEMO

⑈003561⑈ ⑆122243172⑆ 20120005561⑈

SUPERIOR PROPERTY SERVICES, INC. 356

Fernando Garcia 8/22/2006

Full settlement of all Labor/Wage claims 3,000.00

RECEIVED

8/23/06 DATE

1:49pm TIME

Celia-received on behalf of Fernando

Orange Community B 3,000.00

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: Superior Property Services, Inc.

Name of Proposer's Health Plan: Cigna Health Care Date: January 28, 2009

(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 1 days of employment.

☑ Is defined as an employee who is employed more than 40 hours per week.

OTHER BENEFITS:

A.NUMBER OF PAID SICK DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 3 DAYS.

B.NUMBER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 3 DAYS.

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

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

E.NUMBER OF PAID HOLIDAYS PER YEAR IS 6 DAYS.

MedPlus Plan

Med Plus—

a health care solution that can meet your needs for cost efficiency, quality and simplicity.

Uniquely designed, Med Plus is an ideal solution for government contractors. Med Plus qualifies as a "bona fide" fringe benefit and is designed to meet the wage determination. The plan insures hourly employees at one low cost without health questions or doctor statements.

Med Plus is truly an affordable way to provide valuable benefits to all your hourly employees.

Med Plus is a collection of:

- Medical
- Accident
- Vision Care
- Prescription Drug
- Dental

benefits that provide the employee with first dollar coverage. This means that they do **not** have to satisfy a deductible prior to receiving their medical benefits.

Med Plus is insured by CIGNA (Connecticut General Life Insurance Company), a recognized leader in the health insurance industry. Med Plus is administered by Contractors Employee Benefits Administration, Inc., a third-party administrative company specializing in the administration of employer paid benefit plans.

How the Med Plus Plan Works

The Med Plus Plan ("The Plan") has specified benefit levels for each type of service. There are NO lifetime benefit maximums. For some services, the employee may be responsible for only a copay. For others, they may have no out-of-pocket expenses at all, while for other types of services, they will be responsible for the balance of charges after benefits are paid.

Med Plus is designed to provide coverage for your employees and their eligible dependents. The Plan has three different Classes of Benefits. Under each Class of Benefits, your employees and their eligible dependents will receive all of the benefits shown above. The Class of Benefits for which an employee is eligible determines the amount that will be paid for each covered benefit. The Class of Benefits that an employee receives under this Plan is based on the number of hours the employee accumulates in each qualifying month. If your employees' hours fluctuate from month to month, so will their level of benefits. For example, if an employee works 100 hours the first month, the employee will qualify for Class II benefits the following month. However, if that same employee works 160 hours the next month the employee will have Class III benefits in the following month.

Access to quality care —

CIGNA's broad network of physicians and facilities must meet CIGNA's tough standards before participating in the CIGNA network, helping ensure your employees have access to quality care.

The advantages of using a CIGNA participating provider —

Med Plus gives the employee the freedom to select the provider of their choice. However, if they chose a CIGNA participating provider they will benefit from discounted charges, resulting in lower out-of-pocket expenses.

They will continue to receive the network discounts even if they have exhausted their calendar benefit maximums.

CIGNA® HealthCare Med Plus Plan

Family
Per person

Plan Features	Hours Paid Per Month Class I 1-90	Class II 91-130	Class III 131 or more
Medical Outpatient			
Physician Office Visit	$365	$600	$1,000
Copayment	$10	$10	$10
X-Ray / Lab Benefit	$365	$540	$720
Outpatient Wellness Benefit	$200	$200	$200
Copayment	$10	$10	$10
Outpatient Surgical Facility Benefit			
Maximum Benefit per Surgical Occurrence	$520	$695	$875
Outpatient Emergency Room Benefit			
Maximum Per Visit	$125	$125	$125
Annual Number of Visits	2	2	2
Prescription Drug Benefit	$390	$600	$1,000
Copayment (Generic)	$10	$10	$10
Copayment (Brand)	$20	$20	$20
Prescription Discount	Included	Included	Included
Oral Contraceptives	Included	Included	Included
Medical Inpatient			
Hospital Room and Board Benefit			
Daily Benefit (up to 30 days per confinement)	$520	$695	$875
Inpatient Doctor Visit	$1,500	$1,800	$2,100
Per Confinement Maximum	$50	$60	$70
Per Visit Benefit			
Inpatient Routine Newborn Nursery Care			
Daily Benefit Maximum (up to 30 days)	$250	$250	$250

06/11/07
Superior Property Services
MPP-H-FAM $2.20
100% Employer Paid

CIGNA® HealthCare Med Plus Plan

	Hours Paid Per Month		
	Class I **1-90**	**Class II** **91-130**	**Class III** **131 or more**
Medical Outpatient and Inpatient			
Surgical Benefit			
Maximum Benefit per Surgical Procedure	$4,930	$6,380	$8,120
Number of Surgical Units	17	22	28
Anesthesia Benefit			
Maximum Benefit per Surgical Procedure	20% of Surgical Benefit	20% of Surgical Benefit	20% of Surgical Benefit
Accident Benefit (Per Accident)	$715	$890	$1,070
Benefits Included			
Vision Benefits			
Vision Exam (every 12 months)	$45	$55	$65
Single Lenses (every 24 months)	$55	$65	$75
Contact Lenses (every 24 months)	$55	$65	$75
Bi-focal Lenses (every 24 months)	$80	$90	$100
Frames (every 24 months)	$40	$50	$60
Dental Benefits			
Annual Maximum Employee	$500	$750	$1,000
Annual Maximum Dependent	$250	$375	$500
Annual Deductible	$25	$25	$25
Preventive, Diagnostic and Routine Restorative Care Pays	80% up to the Annual Maximum	80% up to the Annual Maximum	80% up to the Annual Maximum
Major Restorative Care Pays (12 mo. waiting)	50% up to the Annual Maximum	50% up to the Annual Maximum	50% up to the Annual Maximum
24 Hour Nurse Line and Healthy Rewards®	Included	Included	Included

06/11/07
Superior Property Services
MPP-H-FAM $2.20
100% Employer Paid

CONFIDENTIAL INFORMATION

The information contained in the following Proposal provided by CIGNA and The Boon Group® is proprietary and highly confidential. It is being provided with the understanding that it will not be used by the entity requesting the proposal to obtain information for a health and welfare benefit plan to be sponsored by such entity ("Plan Sponsor"), and including its benefits consultant or its agents, representatives or employees (collectively "Recipients"), for any purposes other than the evaluation of CIGNA, The Boon Group, and the health and welfare benefits policy or plan in connection with the product or services sought by Plan Sponsor. Dissemination of the information contained herein by Recipients shall be limited to the respective persons who are directly involved in the evaluation process. Under no circumstances is any of the information contained in this Proposal to be used, disseminated, disclosed or otherwise communicated to any other person or entity, including but not limited to other persons or entities providing Plan Sponsor or Recipients with a Proposal for a benefits plan.

CIGNA and THE BOON GROUP

CIGNA companies are providers of employee benefits, health care coverage, and insurance products to businesses and individuals worldwide. "CIGNA" or "CIGNA HealthCare" refers to various operating subsidiaries of CIGNA Corporation. Products and services are provided by these subsidiaries and not by CIGNA Corporation. These subsidiaries include Connecticut General Life Insurance Company, Tel-Drug, Inc. and its affiliates, CIGNA Behavioral Health, Inc., Intracorp and HMO or service company subsidiaries of CIGNA Health Corporation and CIGNA Dental Health, Inc.

The Boon Group, Inc. (The Boon Group®) is the parent holding company of The Boon Insurance Agency, Inc., Foundation Benefits Administrators, Inc., and Contractors Employee Benefits Administration, Inc. (CEBA®). The Boon Group has over 20 years of experience in designing and providing products and services to employers who sponsor health and welfare benefit plans for part-time and hourly employees. Products are marketed through The Boon Insurance Agency, Inc., and administrative services are provided by CEBA and Foundation Benefits Administrators, Inc.

HEALTHY REWARDS PROGRAM

Healthy Rewards® is included as an integral component of the plan. Healthy Rewards is not a covered benefit or an insurance program. Healthy Rewards is separate from plan benefits and the discounts cannot be applied to any co-payment or coinsurance for services covered under the plan.

CONTRACT CAVEATS

This Proposal assumes our standard Trust Participation Agreement will be signed prior to the effective date of insurance coverage. Additional documents that must be signed before coverage will be effective include (a) The Boon Group Fee Disclosure; (b) the Authorized Representative Form; (c) the Disability Services Agreement, if the Plan Sponsor includes disability benefits under the plan; and (d) the COBRA Services Agreement, if the Plan Sponsor elects to have COBRA Services provided by Foundation Benefits Administrators. Until all appropriate documents have been signed by the Plan Sponsor, no collateral materials, including the participants' identification cards or policy certificate books will be provided. Coverage will only become effective after all signed contracts have been received by Contractors Employee Benefits Administration, Inc.

FINANCIAL CAVEATS

Rate guarantees, if any, are valid only if in writing and set forth on the Rate Page issued as part of this Proposal. Rate guarantees, if any, are subject to all terms, conditions, key assumptions, and contingencies herein, as well as to execution by you of final documentation setting forth the terms of the agreement for participation in the coverage offered under the CIGNA insurance policy. This Proposal supersedes any previous oral or written communication between you and CIGNA, The Boon Group®, or any of their agents or representatives with respect to the subject matter of this Proposal.

At CIGNA's option, this Proposal, and any rate, trend, or other guarantees included in agreements arising from this Proposal, shall be void in the event of Federal or State action, affecting our ability to meet our obligations to you, to our insureds or members, or to the CIGNA contracted providers. By way of illustration, such legislative or executive actions which impose controls or requirements that affect: our ability to determine rates; covered medical expenses or service benefits; providers' delivery of care or the fees they charge; or, our contracts with providers, may be deemed to so affect our contractual obligations. Should this happen, we will make a good faith effort to work with you to reach a new agreement that equitably reflects the circumstances as altered by government action.

MedPlus Exclusions & Limitations

The Policy does not cover expenses incurred resulting from:

(a) suicide or any attempt thereat, while sane or insane, or any intentionally self-inflicted injury or Sickness. This exclusion does not apply if the loss is as a result of a Medical Condition or an act of domestic violence;
(b) rest care or rehabilitative care and treatment;
(c) cosmetic surgery or care or treatment solely for cosmetic purposes, or complications there from. This exclusion does not apply to cosmetic surgery resulting from an Accident if performed on a Covered Person within 12 months of the date of the Accident;
(d) the purchase or fitting of hearing aids;
(e) care rendered by a Hospital or facility owned or operated by any agency of the government for service-related conditions. A governmental agency includes City, County, State or Federal Government. No claim will be reduced or denied solely on the ground of confinement in such a Hospital if the Insured is legally required to pay;
(f) charges for immunizations, except as provided by the Child Health Supervision Services Benefit and as shown in the Schedule of Benefits;
(g) voluntary abortion, except with respect to the Insured or covered Dependent spouse:
    (1) where such person's life would be endangered if the fetus were carried to term; or
    (2) where medical complications have arisen from an abortion;
(h) pregnancy of a Dedendent child;
(i) the treatment of mental illness or functional or organic nervous disorder, regardless of cause, except as shown in the Schedule of Benefits;
(j) participation in a riot, civil commotion, civil disobedience, or unlawful assembly. This does not include a loss which occurs while acting in a lawful manner within the scope of authority;
(k) commission of a felony;
(l) participation in a contest of speed in power driven vehicles, parachuting, or hang gliding;
(m) air travel except:
    (1) as a fare paying passenger on a commercial airline on a regularly scheduled route;
    or
    (2) as a passenger for transportation only and not as a pilot or crew member;
(n) intoxication;
(o) alcoholism; except as shown in the Schedule of Benefits;
(p) drug use, unless such drugs were taken on the advice of a Physician and taken as prescribed, except as shown in the schedule of benefits;
(q) sex changes;
(r) blood or blood plasma which is replaced at no charge to the Covered Person;
(s) experimental treatments, drugs or surgery;
(t) the reversal of tubal ligation and vasectomies;
(u) artificial insemination and in-vitro fertilization;
(v) contraceptive materials, devices or medications (except oral contraceptives) or infertility medications, except as otherwise required by law;
(w) treatment of exogenous obesity or weight control;
(x) charges for machines used for exercise or used to control the humidity or purity of the air such as: whirlpool; sauna; swimming pool; air purifiers; and electronic filters;
(y) charges which the Covered Person is not legally required to pay or charges which would not have been made if no coverage had existed;
(z) Accident or Sickness arising out of and in the course of any occupation for compensation, wage or profit. Expenses which are payable under Occupational Disease Law or similar law whether or not application for such benefits has been made; or
(aa) charges for air or ground ambulance service, unless an Ambulance Benefit is shown as applicable on the Schedule of Benefits.

In addition to the Exclusions and Limitations for all coverages, the following expenses are not covered under the Out-Patient Physician Visit Benefit, the Out-Patient X-Ray and Laboratory Benefit, the Supplemental Accident Benefit, and the Out-Patient Prescription Drug Benefit:

(a) any expenses incurred as an in-patient while confined to a Hospital:
(b) charges for routine eye examinations or fitting of glasses;
(c) charges for dental examinations or dental care other than expenses resulting from accidental injury; and
(d) charges which are covered under any other part of this Plan.

In addition to the Exclusion and Limitations for all coverages, the following expenses are not covered under the Dental Care Benefit:

(a) Class B expenses incurred during the first 12 months of coverage, unless the Insured provides proof of the coverage under a prior dental plan. However, credit is available only if the Insured notifies the Employer of such prior coverage, and fewer than 63 days elapse between coverage under the prior plan and coverage under this Plan, exclusive of any waiting period. Credit will be given for each day of coverage under all prior creditable coverage, provided fewer than 63 days elapsed between coverage under any two plans;
(b) replacement of existing dentures or bridgework less than five years old, or for replacement because of loss or theft;
(c) charges for orthodontics, unless shown in the Schedule of Benefits;
(d) charges for services with respect to congenital malformations (other than for a newborn child of the Insured);
(e) charges for dental care which are covered under any other part of this Plan;
(f) charges by anyone other than a Dentist, except for charges for dental prophylaxis performed by a Dental Hygienist, under the supervision and direction of a Dentist;
(g) charges for more than one fluoride treatment, one dental prophylaxis, or one bite-wing x-ray in a six-month period; and
(h) charges for more than one complete mouth x-ray in a two-year period.

In addition to the Exclusions and Limitations for all coverages, the following expenses are not covered under the Vision Care Benefit:

(a) charges for more than one routine eye exam in 12 consecutive months;
(b) charges for more than one pair of eye glasses including lenses and frames, or one pair of contact lenses within 24 consecutive months;
(c) charges for eye glasses or contact lenses not prescribed by an eye doctor;
(d) charges for sunglasses, plain or prescription, safety lenses, or goggles;
(e) charges for radial keratotomy or similar surgery done in treating myopia; and
(f) charges for eye surgery, or vision charges which are covered under any other part of this Plan.

This summary of benefits is intended to provide highlights of the plan. It does not replace or supplement the policy and or certificate booklet.

FORM LW-8.1

COST METHODOLOGY FOR CONTRACT: ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES, ZONE 1G, WALNUT PARK

PROPOSER: SUPERIOR PROPERTY SERVICES, INC.

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				
Graffiti Abatement Crew		8	8	8	8	8		40	2080	9.65	$ 20,072
GAC - Pressure Washing			2		2			4	208	9.65	$ 2,007
Supervisor-Quality Control Inspector		1			1			2	104	10.5	$ 1,092
											$

Comments/Notes:		
	Total Annual Salaries	$ 23,171
(4) bonuses	(1) Vacations, Sick Leave, Holiday	$ 1,390
	(2) Health Insurance **	$ 5,262
	(3) Payroll Taxes & Workers' Compensation	$ 6,025
	(4) Welfare and Pension	$ 1,159
	Total Annual Employee Benefits (1+2+3+4)	$ 13,836
	(5) Equipment Costs	$ 3,356
	(6) Service and Supply Costs	$ 4,944
	(7) General and Administrative Costs	$ 2,317
	(8) Profit	$ 5,152
	Total Annual Other Costs (5+6+7+8)	$ 15,769
	TOTAL ANNUAL PRICE	$ 52,776

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

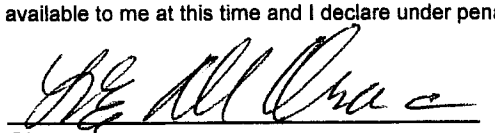
** Living Wage rate shall be at least $11.84 per hour.

*** Minimum cost for health insurance is $2.20/hour if hourly wage rate is between $9.64 and $11.84, unless exemption from Living Wage requirements has been granted by the County.

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

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

SUPERIOR PROP. SVC.
Name of Proposer


Signature

1/27/09
Date

LARRY DE CRUZ, PRES.

REFERENCE LETTERS

FRANK J. WILLS
Chief of Police

December 19, 2008

Ron Bruneck
Superior Property Services
9129 Perkins Street
Pico Rivera, CA 90660-4512

Dear Superior Property Services:

Thank you for your graffiti removal service in the City of West Covina over the last few years. The presence of graffiti, in any city, is a direct reflection on the community and how the community deals with crime. The City of West Covina has a zero tolerance towards graffiti and Superior has helped us with this goal.

Besides being very responsive to the needs of the community, you have acted quickly to removing the graffiti from the well-traveled streets as well as in our parks and highly visible public areas.

In the past when an area had to be painted over it often did not match previously painted areas. This was almost like leaving a calling card to taggers to return. With the addition of your custom paint matching systems on your service trucks this will improve your onsite paint matching capabilities. This new system will help in the overall appearance of the community and benefit everyone.

I have also heard you will be going GREEN in a few months with the addition of your new propane pressure washer and full water recovery and recycling units. It sounds like Superior has done their homework to incorporate the latest technology in graffiti removal. This will be an added benefit for the community and the environment.

Your mission of removing graffiti from the City of West Covina is a never-ending task, which is quite challenging to say the least. I commend you, your staff and your standard of excellence in keeping West Covina graffiti free. We believe that you are setting the standards for graffiti removal, keep up the good work.

Sincerely,

FRANK J. WILLS
Chief of Police

1444 West Garvey Avenue South · P.O. Box 2166 · West Covina · CA 91793 · Phone (626) 939-8500 · Fax (626) 939-8679

January 5, 2008

Re: Letter of Support

To whom it may concern,

Superior Property Services has been providing graffiti removal services on a weekend basis to the City of Colton for the past two and half years. In the past three years Superior Property Services has provided satisfactory work. Graffiti is removed within the specified time required by the City and requested work is completed in a timely manner. In addition, Superior Property Services has been responsive to the City needs and any of our requests or concerns.

If you have any further questions please do not hesitate to contact me at (909) 370-5193.

Thank you,

Dennice Raygoza

Dennice Raygoza
Administrative Analyst
Department of Public Works
City of Colton
(909) 370-5065

CIVIC CENTER
650 N. La Cadena Drive
Colton, CA 92324
(909) 370-5099

ORANGE COUNTY
PublicWorks
Our Community. Our Commitment.

Bryan Speegle, Director
300 N. Flower Street
Santa Ana, CA

P.O. Box 4048
Santa Ana, CA 92702-4048

Telephone: (714) 834-2300
Fax: (714) 834-5188

December 17, 2008

To Whom It May Concern:

I am pleased to recommend Superior Graffiti Abatement to anyone considering the use of their services. They have been providing supplemental graffiti abatement services to the County of Orange. Their primary responsibility has been graffiti removal in the County's flood control channels.

It has been a pleasure dealing with the friendly staff of Superior. They are dependable, professional and responsive in meeting all of our requests, including the specifications of our RFP.

Superior has provided quick response, detailed follow-up reports, good communication with my staff, and have been terrific to work with. It is without reservation I provide this letter of recommendation for Superior. If you have any further questions, please feel free to contact my office.

Sincerely,

Eileen DePuy
Manager, Operations & Maintenance/Special Projects

CITY OF CLAREMONT

Community Services Department

1616 Monte Vista Avenue
Claremont, CA 91711-2913
FAX (909) 445-7822
www.ci.claremont.ca.us

Director • (909) 399-5432
Trees • (909) 399-5431
Maintenance • (909) 399-5431
Solid Waste • (909) 399-5431
Oak Park Cemetery • (909) 399-5487

February 20, 2007

Superior Property Services Inc.
Attn: Nancy Hernandez
1415 East McFadden Avenue, Suite D
Santa Ana, CA 92705

Dear Ms. Hernandez,

I just wanted to send you a quick note to let you know how much we appreciated your effort last Friday to get someone into the city to respond to the graffiti located at 144 North Indian Hill Boulevard.

The business owner called us immediately to commend the service that your company provides. If there are any additional expenses associated with this call out, please indicate them on your next invoice.

Once again, thank you for the excellent service.

Sincerely,

Stacey Niemeyer
Management Analyst

LAND USE SERVICES DEPARTMENT

COUNTY OF SAN BERNARDINO
PUBLIC AND SUPPORT SERVICES GROUP

385 North Arrowhead Avenue • San Bernardino, CA 92415-0187
(909) 387-4141 • Fax (909) 387-4288
http://www.sbcounty.gov/landuseservices

MICHAEL E. HAYS
Director

March 7, 2006

To Whom It May Concern:

Since October 2004, the County of San Bernardino Land Use Services Department - Code Enforcement Division has contracted with Superior Property Services to provide graffiti removal in the unincorporated CDBG qualified areas of the Second Supervisorial District.

Superior Property Services has provided the personnel, supplies, and equipment necessary to respond to the County's complaints in this area. They have worked hard to provide the requested services and meet the required response time frames.

Based on this experience I would recommend Superior Property Services for graffiti removal services. If you have further questions or wish to discuss Superior's performance, feel free to call me (909-387-4148).

Sincerely,

Ruth M. Rice, Administrative Supervisor II
County of San Bernardino
Land Use Services Department

LAND USE SERVICES DEPARTMENT

COUNTY OF SAN BERNARDINO
PUBLIC AND SUPPORT
SERVICES GROUP

MICHAEL E. HAYS
Director

CODE ENFORCEMENT DIVISION
385 North Arrowhead Avenue • San Bernardino, CA 92415-0185
(909) 387-4044 • Fax (909) 387-4243

October 27, 2005

To Whom It May Concern:

RE: SUPERIOR PROPERTY SERVICES, INC

Please be informed that CodeEnforcement Division has been contracting with this company for grafitti removal services. The company has provided excellent service to this Division and the community they work at. They have made our job easier with their "can-do attitude" and willingness to help.

I highly recommend Superior Property Services for any and all grafitti removal services. If I can be of any assistance, please call.

ARNIE GUILLERMO, Supervisor
Code Enforcement Division

MARK UFFER
County Administrative Officer

NORMAN A. KANOLD
Assistant County
Administrator
Public and Support
Services Group

Board of Supervisors
BILL POSTMUS, Chair . . . . . First District
PAUL BIANE, Vice Chair . . . Second District
JOSIE GONZALES . . . . . Fifth District
DENNIS HANSBERGER. . . . . Third District
GARY OVITTS . . . . . Fourth District

COUNTY OF ORANGE

RESOURCES & DEVELOPMENT MANAGEMENT DEPARTMENT

Bryan Speegle, Director
300 N. Flower Street
Santa Ana, CA

P.O. Box 4048
Santa Ana, CA 92702-4048

Telephone: (714) 834-2300
Fax: (714) 834-5188

March 3, 2006

Superior Property Service
Larry DeCrona
1415 E. McFadden Suite D
Santa Ana, Ca. 92705

To Whom It May Concern:

This is a letter of reference for Superior Property Service.

This company has been doing graffiti removal, painting and steam cleaning for various County of Orange facilities for the past five and half years.
The company has performed in a satisfactory manner.

If you have any questions regarding Superior Property Service, please do not hesitate to give me a call at 714-567-7750.

Sincerely,

Norman Hamaker
Contract Services Supervisor

FACILITIES OPERATIONS
1143 East Fruit Street
Santa Ana, CA 92701-4204

TELEPHONE: (714) 567-7744
FAX: (714) 567-7721

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

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

JAMES A. NOYES, Director

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

IN REPLY PLEASE
REFER TO FILE: AS-0

November 19, 2002

To Whom It May Concern:

SUPERIOR PRESSURE WASHING, INC.

Superior Pressure Washing, Inc. (Superior) served as our graffiti removal contractor from July 1, 1997 to June 30, 2002. Over the past five years, Superior has administered 14 contracts within the County. Superior has proved to be very effective and timely in removing graffiti throughout the unincorporated areas that they served. The graffiti was professionally removed within the 48 hours and 24 if obscene, sometimes being removed in the same day. The Los Angeles County Board of Supervisors and the community, in which this contractor serviced, were highly satisfied with the services provided. Due to our bidding process, Superior was outbid for the fiscal year 2002-2003.

If you have any questions, please feel free to call me at (626) 458-4091.

Sincerely,

Valerie J. Hill
Graffiti Abatement Program Manager

VH:tr/P:Larry

Epoch
Construction
BUILDING CONFIDENCE

7062 Convoy Court
San Diego, CA 92111

License #774382

Toll Free 888-932-6200
San Diego 858-560-0698
Orange Cty. 949-752-5252
Facsimile 888-932-6206

epochconstruction.com

November 18, 2004

To Whom It May Concern:

The first work I contracted with Superior Property Services was for the final construction clean, of an 880-unit apartment rehab. At the time, we had several other rehab projects going, and none of our existing contractors could stretch to include this project. Superior provided excellent service on this project, even though the first 60 days of this project had an extremely demanding turn schedule.

Within weeks of the start of that project, I needed to replace a final clean contractor on another project. Ron Bruneck provided same day pricing and next day service without a hitch, in an industry that I cannot think is any thing less than a challenge to find responsible staff.

Consistently meeting rehab schedules is not a simple accomplishment. Superior Property Services is a pleasant anomaly in this industry; they provide competitive pricing, on-time performance, and exceed normal levels of expectations in their scope of work. I wouldn't hesitate to call on them for what may seem otherwise "impossible".

Sincerely,

Marlene Tamasuackas
Executive Project Manager

Godbey-Monroe
General Contracting

September 30, 2002

To whom it may concern:

Godbey-Monroe, Inc. has been involved in the construction of mini storage facilities and office buildings in Southern California for many years. In the construction business it is extremely important to find subcontractor's who are dependable and will stand behind their work. Superior Property Services, Inc. is one of those vendors.

Superior Property Services, Inc. has provided the final clean on over two dozen of our projects, and has always met or exceeded our expectations. Several of our project supervisors have commented what a great job Superior has done.

Superior has developed innovative ways of final construction clean-up of our buildings to maximize efficiency and time. We highly recommend Superior Property Services, Inc. to anyone that is looking for a reputable, dependable and professional contractor.

If you have any further questions, feel free to contact my office.

Sincerely,
GODBEY MONROE, INC;
A CALIFORNIA CORPORATION

Larry Damato
Project Manager

LD/nz

23181 La Cadena, Suite 101 - Laguna Hills, CA 92653-1479 - Contractor's License #727742
(949) 461-3990 - (949) 461-3984/Fax

LOS ANGELES UNIFIED SCHOOL DISTRICT
Local District 5
Rowan Avenue Elementary School
600 South Rowan Avenue Los Angeles California 90023
(323) 261-7191 FAX: (323) 261-0610
5013C Tax ID# 95-6101193

Roy Romer, Superintendent of Schools
Carmen Schroeder, Local Superintendent
Frank Beltrán, Principal
Patricia Ann Staten, Asst. Principal
Sylvester Harris III, Asst. Principal

July 7, 2005

Dear Superior Graffiti Services,

On behalf of Rowan Ave Elementary School and the surrounding community, we thank you so much for your generous contribution to our East LA Mural Painting Day on June 25th, 2005. We sincerely appreciate your donation of 1800 square feet of paint primer and graffiti protective coating, as well as the time and services provided by your crew. Included is a certificate of appreciation from County Supervisor Gloria Molina acknowledging your significant contributions. We could not have had such a successful event without your support.

Over 350 community members including students from Rowan Ave ES, Hollenbeck MS, Stevenson MS, Garfield HS, and Roosevelt HS enjoyed participating in the Mural Day together. We also had many family members, community organizations, media, and representatives of School Board member David Tokofsky and Supervisor Gloria Molina in attendance. The event was truly a community effort, encompassing over 20 participating organizations and donors. We gratefully acknowledged your contribution on a poster displayed at our welcome table.

The beautiful mural, located on Princeton St. between S. Rowan and S. Eastman, spans 300 feet. It tells the story of the history of the East Los Angeles area, celebrating cultures from the Aztecs to the Gabrieleños, local Native American inhabitants. The mural serves a dual purpose: to deter graffiti for years to come, and to teach a lesson about heritage, respect, and knowledge. The huge success of this event was a testament to the entire community that together we can create positive changes in our world.

We invite you to come and see this wonderful piece of community art at any time. Once again, thank you for helping make this empowering day possible.

Sincerely,

Pearl Chang Esau, Mural Day Coordinator

Francisco Beltrán, Principal

Patricia Staten, Assistant Principal

Sylvester Harris, Assistant Principal

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169

LEROY D. BACA, SHERIFF

(323) 264-4151

March 29, 1999

Superior Property Service
Mr. Larry DeCrona
1415 East McFadden Avenue, Suite D
Santa Ana, California 92705

Dear Mr. DeCrona:

I would like to take this opportunity to extend our appreciation and thanks for your efforts and support. The East Los Angeles Sheriff's Station "VIDA " program has had a close working relationship with you in a joint effort to keep the city free of the unsightly graffiti. Not only do you keep the new graffiti off the buildings and walls, but you do this at a great risk to your employees. I recall our units going into the field in order to provide security for your crews, because of gang threats and attempts to stop you in your effort to remove the unsightly graffiti.

You have worked closely with the "VIDA" program in providing tools and materials so that the young boys and girls can also remove the graffiti they help to put on the walls of our city. You take the time to help teach them how to properly paint walls and how to paint vines, which is an excellent deterrent for future graffiti.

We sincerely hope that our working relationship and joint effort to keep East Los Angeles graffiti free will continue for years to come.

Sincerely,

LEROY D. BACA, SHERIFF

T. Angel

Thomas P. Angel, Captain
East Los Angeles Station

A Tradition of Service

LEROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169
(626) 285-7171

August 16, 1999

Mr. Larry DeCrona
Superior Property Services
Superior Pressure Washing, Inc.
1415 East McFadden Avenue, Suite D
Santa Ana, California 92705

Dear Mr. DeCrona:

On August 3, 1999, personnel from the Temple Sheriff's Station and members of the South San Gabriel Community Advisory Committee conducted a community barbeque for the residents of South San Gabriel, in recognition of the 16th Annual National Night Out. As part of this event, you donated a large supply of "glow sticks" through Supervisor Molina's Field Office in El Monte, to be given to all the children who attended the barbeque. The glow sticks were a big hit with all the children and added a nice touch to the event.

On behalf of the Los Angeles County Sheriff's Department and the members of the South San Gabriel Community Advisory Committee, I would like to thank you for your generous contribution to this event. Your donation helped make the evening a success and created a joyful environment for all the children and their families. It is acts like these that are helping to strengthen the bond between the community and law enforcement.

Additionally, I would also like to thank you for taking the time out of your busy schedule to attend the last South San Gabriel Community Advisory Committee meeting which was held at Temple Station on July 15, 1999. I appreciate your professionalism and your willingness to listen to and work with the residents of this community regarding their concerns about graffiti and its removal.

If at anytime you should need our assistance regarding graffiti in the South San Gabriel community, please feel free to contact Deputy Dana Chemnitzer of my staff at (626) 292-3330.

Sincerely,

LEROY D. BACA, SHERIFF

Neal B. Tyler, Captain
Commander, Temple Station

ATTACHMENT A.1

BOARD EXECUTE

Agreement

BY AND BETWEEN

THE COUNTY OF LOS ANGELES,
DEPARTMENT OF PUBLIC WORKS

AND

SUPERIOR PROPERTY SERVICES, INC.

FOR

ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES
ZONE 2E – BALDWIN HILLS/DEL AIRE/LENNOX/WINDSOR HILLS

77019

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AGREEMENT FOR

ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES ZONE 2E
BALDWIN HILLS/DEL AIRE/LENNOX/WINDSOR HILLS

THIS AGREEMENT, made and entered into this 16th day of June, 2009, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and Superior Property Services, Inc., a Corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on January 28, 2009, hereby agrees to provide services as described in this Contract for Zero-Tolerance Graffiti Abatement Services Zone 2E – Baldwin Hills/Del Aire/Lennox/Windsor HIlls.

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, Area Maps; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

77019

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, 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 $81,720, 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, 2009, or Board approval whichever occurs last. At the sole discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of five years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term.

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

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

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

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

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

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

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

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

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

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

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chairman 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 _____
Chairman, Board of Supervisors

ATTEST:

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

By _____
Deputy

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

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

ROBERT E. KALUNIAN
Acting County Counsel

By _____
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

43 JUN 16 2009

SACHI A. HAMAI
EXECUTIVE OFFICER

SUPERIOR PROPERTY SERVICES, INC.

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

77019

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On May 18th 2009 before me, Guilherme Della Giustina Notary Public,
(Here insert name and title of the officer)

personally appeared Lawrence Eugene DeCroma,

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

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

WITNESS my hand and official seal.

Guilherme Della Giustina
Signature of Notary Public

GUILHERME DELLA GIUSTINA
COMM. #1771598
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires Oct. 4, 2011
BCT4 BCT4
(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date ____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

SCOPE OF WORK

ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES ZONE 2E –

BALDWIN HILLS/DEL AIRE/LENNOX/WINDSOR HILLS

A. Public Works Program Manager

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

B. Work Locations

Work locations are detailed in Exhibit E.

- Exhibit E.2 is a map of Zero-Tolerance Zone 2E.

C. Background

The work to be performed under this Contract consists of removing graffiti and painting on various surfaces to cover graffiti and do paint-out projects to beautify surfaces damaged by graffiti vandalism. Public Works' Graffiti Abatement Program is designed to remove graffiti as quickly and as often as necessary to keep the areas free from graffiti.

A prompt cleanup is considered preventive from the standpoint that if the marks do not remain for long periods, vandals' satisfaction from seeing their marks and having others see them is limited. The potential for notoriety and recognition, a key motivator for graffiti vandals, is directly impacted when the graffiti is quickly removed.

D. Work Description – General Statement

The primary objective of this contract is to remove all graffiti in the zero-tolerance zone, patrol, do paint-out projects, and keep the area graffiti free. Contractor shall remove graffiti from all surfaces in the specified zone from private residential, commercial, industrial, and public property. The County goal is to have no graffiti within the established zone. The Contractor shall fulfill requests for removal and remove all graffiti seen in the immediate area. The Contractor shall patrol the assigned zero tolerance zone to seek, find, and remove graffiti and do paint-outs. However, the Program Manager or designee has the authority

to dictate special requests, including, but not limited to, removal of murals when authorized.

E. Minimum Crew

Contractor shall provide a minimum number of crews. Crew is defined as consisting of at least one full time (40 hours/week) person in a fully equipped vehicle designated to carry out the duties detailed in this Graffiti Removal Contract.

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

- Zone 2E - a minimum of 1.5 crew

These crew(s) shall be dedicated solely to the zone on the days of operation as specified in subparagraph J.1. However, if pressure washing is required, an additional crew is mandatory as to not impact the operation of the other crews. The Contractor is responsible to make sure that a full complement of crews are working and shall replace a crew immediately if any crew cannot be deployed to work on any given day. The Contractor shall make crews available for priority assignments requested by the Program Manager.

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

F. Hours and Days of Operation

Any operation generating loud, harsh, or unusual noise shall be restricted to the hours of 7 a.m. to 6 p.m. The days of operation shall be as indicated in subparagraph J.1. Notwithstanding specifications regarding hours of performance, the Contractor shall respond to work requirements promptly and flexibly.

G. Telephone Communications

The Contractor shall be available at all times to report and confer with Public Works Program Manager or designee with respect to these graffiti removal services. The Contractor shall provide a bilingual (Spanish/English) telephone answering service and fax within the County, 8 a.m. to 5 p.m., Monday through

Friday, except on legal holidays, to receive instructions, information, complaints, etc., from Public Works.

H. Supervisor Qualifications

The Contractor's on-site supervisor as indicated in Contractor's Work Plan of Action, if any, shall have a thorough knowledge of the needs of the assigned zero-tolerance zone, graffiti removal and paint-out techniques, and the operation of appropriate equipment required to carry out these specifications, terms, conditions, and requirements of the Contract.

I. Vehicle Signage

Vehicle signage will be optional; however, any signage referencing the County of Los Angeles Graffiti Abatement Program shall be in the following form: "County of Los Angeles Graffiti Abatement Program" and the Contractor's name or firm's name, together with Public Works "Hotline Number," in legible letters, not less than two inches in height, on both sides of all trucks/vehicles used in the zero tolerance zone.

J. General Graffiti Removal Services

The Contractor shall:

1. Maintain a zero-tolerance policy, in accordance with the Contractor's Work Plan of Action/Approach. The Contractor shall follow its Work Plan of Action/Approach throughout the entire Contract unless otherwise approved in writing by the Program Manager. In addition, the Contractor shall:

    a. Remove vulgar and threatening graffiti (i.e., profane, obscene, racist, gang 187's, or cross-outs) within 24 hours, seven days a week.

    b. Respond to Public Works Program Manager or designee concerning priority assignments, paint-out projects, and color match corrective painting within 24 hours, seven days a week.

    c. Remove graffiti within 48 hours upon notification, Monday through Friday.

2. Match all paints to existing colors to the satisfaction of the Program Manager or designee. The Contractor shall receive no additional compensation for repainting any area to match the color. Graffiti shall be removed using new or recycled water-based paint. Contractor shall make the best possible match to the existing color.

3. Provide Public Works with work record reports no later than the fifth day of each month with the monthly invoice. The monthly report shall indicate the number and source of crews utilized, hours worked, including copies of timesheet indicating hours worked on this contract. The hours reported should be no less than 60 hours worked per week per employee. This report will also include locations of requests for removal (address and whether it was private property or in-road right of way) and square footage painted over or pressure washed. The Program Manager or designee may originate graffiti removal work requests (via fax) and shall receive all completion reports from the Contractor through both the Graffiti Abatement Referral System, faxes, and in an electronic version (excel). These reports will then be routed to the Program Manager who may perform quality control inspections. Mail completed work reports to:

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

4. Perform all work necessary to complete this contract in a satisfactory manner and shall provide all personnel, supervision, vehicles, appropriate tools, supplies, materials, equipment, transportation, and other incidentals necessary to perform work.

5. Remove graffiti from all types of surfaces including, but not limited to, wood, metal, stucco, brick, concrete, cinder blocks, sidewalks, smooth concrete, very rough grouted rip rap, and various pavement surfaces, etc., using appropriate methods of covering or removing graffiti for the particular surface and conditions, including, but not limited to, water blasting, sand blasting, painting over (both with rollers and spray guns), and utilizing county approved solvents (see subparagraph J.9).

6. Remove graffiti, paint-out, or murals (murals shall only be removed with authorization from the Program Manager – see paragraph AA. Murals) with water-based and/or water-based recycled paint (graffiti paint). The color of the paint shall match the color of the surface to which it is applied. In areas where repainting is required in order to match the existing paint, Contractor shall paint over with the right color to match at no additional cost to the County. The paint may be applied either mechanically or manually in a neat and even manner such that it completely covers or eradicates any graffiti present and does not leave splatter marks on the ground. Use drop cloths on all work assignments to protect sidewalks, vegetation, vehicles, etc., from paint spillage.

7. Furnish all the necessary and appropriate graffiti removing products and equipment including, but not limited to, brushes, rollers, spray guns, ladders, cloths, paint, paint thinner, County-approved graffiti-removing solutions, drop cloths, brooms, dustpans, plastic bags (for debris disposal), etc.

8. Use appropriate methods of covering or removing graffiti for the particular surface and conditions, such as, but not limited to, water blasting (on sidewalks), painting over on block walls that are painted, water blasting on block walls that are not painted, and chemical solvents (on the backside of signage). Any chemical solvents utilized to remove graffiti shall have a Material Safety Data Sheet available for Public Works' review.

9. Remove graffiti found on signs in zero-tolerance zones. Signs should be removed with any of the following County approved solvents:

    a. OFF-B Off-B, graffiti remover - liquid form

    b. 3M™ Citrus Base Industrial Cleaner

    c. State Chemical Graffiti Wipes

10. Train its personnel in proper graffiti removal techniques and provide corrective instruction to its personnel, if they are removing graffiti improperly. Additionally, Contractor will stay informed of new techniques of graffiti removal products and equipment.

11. Not allow any debris from its operations under this Contract, especially from the water/sand blasting operations, to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System Permit.

12. Use appropriate Best Management Practices, including, but not limited to, drop cloths on all work sites to protect sidewalks, vegetation, etc., from paint spillage or overspray.

13. Obtain and retain the written consent of the owner or the owner's authorized agent of privately-owned property before commencing work.

14. Place special emphasis on the assistance to Public Works with special requests (i.e., removal of graffiti before parades, special events, etc.).

Public Works reserves the right to change any aspect of the reporting system or the Contractor reporting system. Such change could be due to improvements in our computer applications capabilities or for any other reason.

K. Contractor Supervision and Staffing Requirements

1. Contractor's daytime supervisor shall have a thorough knowledge of each zero-tolerance zone under their purview and shall speak and understand English.

2. In the event a crew could not be deployed, the Contractor shall immediately replace that crew to make sure that coverage is maintained.

3. Contractor shall maintain a well-trained reserve force to cover the work in the event of an emergency or to provide coverage if any crew could not be deployed on any given day.

4. The Contractor's supervisor shall provide a 24-hour emergency contact number.

5. All painters shall receive a minimum of one 8-hour workday training at the zero-tolerance zone assigned to them at the Contractor's expense and in accordance with the County's Living Wage Ordinance prior to providing billable services to the County.

6. Only employees employed by the Contractor shall be allowed to provide services under this Contract. Any use of subcontractors shall be deemed a material breach of contract unless expressly authorized in writing by the Program Manager.

L. Graffiti Removal Services - County Property

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

1. Water-based and/or recycled paint shall be used.

2. Concrete Block Walls/Concrete Walls: All graffiti shall be removed by either a water blasting machine with soda compound or painted over with water-based paint. If using paint, it shall be feathered to blend well with the surrounding wall. The paint-over color shall match the wall color. Overspray on non-County owned or private property shall not be allowed.

3. Sidewalk Surfaces: Removal of graffiti from concrete sidewalks shall be done by using a water blasting machine with soda compound. Painting over shall not be permitted. The sidewalks shall be clean of all graffiti and graffiti residue (sand). The sidewalks shall be blocked off as needed to maintain the public safety.

4. Curb Facing: Remove all graffiti paint from curb surfaces. The Contractor shall use the standard paint colors (red, blue, yellow, green, and white)

depending on the original curb color and/or parking restrictions, as approved by Public Works. Nonpainted curbs shall be painted using concrete color paint or cleaned with water blasting machines.

5. Chain Link Fencing: All graffiti on pipes and fencing shall be painted over using a galvanized color to match the fencing fabric and pipe color. The paint-over color shall be feathered into the fabric and along the pipes.

6. Pedestrian bridges/underpasses: The Contractor shall be responsible for removing graffiti found on all pedestrian bridges and underpasses in the zero-tolerance zone. Interior walls may be carefully sprayed but bridge floor shall be pressure washed if not previously painted. Please notify Public Works to prepare work area, to make it free of debris prior to removing graffiti off of these footbridges. Pedestrian bridges will have a 72-hour turnaround time upon Public Works completion of initial clean up. The Contractor shall schedule removal around hours that school is in session. Where there is a risk of overspray harming personal property or difficulties in reaching the area with equipment, utilizing rollers to apply paint to cover graffiti or paint-out is required. Contractor will place traffic cones and/or other appropriate traffic control equipment to divert pedestrians and cyclists.

7. Rock Walls: All graffiti shall be removed using only a water blasting machine with soda compound. All paint shall be removed from rock face and mortar joints to match all other rock facing. No painting over shall be used unless the wall was previously painted. The Contractor shall color match the paint to the previous color using water-based paint.

8. Concrete Light Poles: Graffiti shall be removed from concrete light poles using a water blasting machine with a soda compound only. No paint shall be used. All paint shall be removed from the pole. All paper or sticker signs and "slap tags" shall be removed.

9. Wooden Light Poles: All graffiti shall be painted over using a water-based paint to match the wood color. All paper or sticker signs and "slap tags" shall be removed.

10. Bus Stops: All graffiti shall be removed using a County approved solvents (see subparagraph J.9) on the plastic sides and sitting areas. The surfaces shall be washed.

11. Trees: Contractor must be responsible for removing graffiti reported or found on trees. Contractor shall paint over graffiti found on trees with a non-phytotoxic paint that is as diluted in water as possible. Paint to paint walls must never be used at all, as it might eventually kill the tree by

suffocating its trunk and not letting the tree breath through its bark. Trees, vegetation, and green areas must be protected by the Contractor.

12. Wooden Fencing: All graffiti shall be painted over on wooden fencing using a water-based paint to match the color of fencing. The Contractor shall feather paint to match the surrounding parts of the fencing. In the event that wood fencing is weathered and Contractor is unable to color-match, Contractor shall pressure-wash clean the fencing.

13. Brick Walls: All graffiti shall be removed using a water blasting machine. Painting over shall not be done on a brick faced wall, unless the brick wall has been previously painted. The Contractor shall color-match the paint to previous color using water-based paint.

14. Metal Fencing (sheets): All graffiti shall be painted over on metal fencing. The paint-over color shall match the surrounding part of the fence.

15. Asphalt Concrete: All graffiti on asphalt concrete shall be covered with asphalt paint. No pressure washing will be utilized.

16. Glass Windows: All graffiti on glass windows shall be removed by using a County approved graffiti removal spray on these transparent surfaces. Windows will be left clean.

17. Metal Light or Traffic Poles: All graffiti shall be removed by appropriate means, and if paint is used, it shall match existing color.

M. Rights of Way

The Contractor shall conduct all of its activities and operations within the confines of the facility rights of way in which graffiti is to be removed. The Contractor shall not allow its employees to use private property for eating, coffee breaks, or any other reason; or use water, or electricity from such property without written permission from the owner. If, for any reason, the Contractor elects to encroach upon others' lands, Contractor shall first obtain written permission from the owner and provide evidence of such permission in writing to the Program Manager prior to entering upon such lands. In performing any work or doing any activity on lands outside of public rights of way, the Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations.
The Contractor shall indemnify and hold Public Works harmless from all claims for damages occasioned by such work activity, whether done in compliance with this Section and with permission or in violation of this Section without permission.

N. Utilities

Public Works will not provide utilities.

O. Storage Facilities

Public Works will not provide storage facilities for the Contractor.

P. Removal of Debris

All debris derived from these services shall be removed from Public Works property and become the property of the Contractor. The Contractor shall dispose of all debris from these services in a legally established area appropriate for type of debris being disposed. Disposal shall be at the Contractor's expense. The Contractor shall not allow any debris from its operations under this Contract to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System.

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

Q. Special Safety Requirements

1. All Contractor personnel shall be expected to observe all applicable Cal/OSHA and Public Works safety requirements while at the various jobsites. Reflective vests shall be worn at all times. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required. All safety precautions shall be in place before work is to be started. Contractor's graffiti abatement crew shall know the Contractor's standard safety practice.

2. Contractor shall supply all applicable safety equipment including, but not limited to, rotating lights for vehicles used for work under this Contract.

3. Contractor shall supply personnel with all applicable safety equipment, such as glasses, gloves, head gear, skin creams, respirators, etc.

R. Safety Standards

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

1. All personnel shall wear proper clothing and footwear. No sandals, thongs, etc., shall be allowed.

2. Safety vests shall be worn at all times by those removing graffiti from any bridge, wall, etc. Safety goggles shall be worn by anyone operating water blasting equipment, and only trained personnel shall be allowed to operate it.

3. Use of drugs or alcohol while performing these graffiti removal services is prohibited.

4. Paint brushes, rollers, or frames shall be washed in clean water and any excess paint shall be disposed of properly according to local, State, and Federal laws.

S. Project Safety Official

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

T. Responsibilities of Public Works

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

U. Best Management Practices (BMP)

BMP shall be defined as any program, technology, process, citing criteria, operating method, measure, or device which controls, prevents, removes, or reduces the pollution of stormwater. The Contractor shall obtain and refer to the California Storm Water Best Management Practice Handbooks, Volume 3 Construction BMP Handbook. This publication is available from:

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

Internet
BMPLA.org<http://www.BMPLA.org>

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

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

CONTRACTOR ACTIVITIES

CA 3 Structure Construction and Painting

MATERIAL MANAGEMENT

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

WASTE MANAGEMENT

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

VEHICLE AND EQUIPMENT MANAGEMENT

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

TRAINING

CA 040 Employee/Subcontractor Training

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

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

V. Protection and Restoration of Existing Improvements

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

W. Public Convenience and Safety

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

X. Quality Control

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

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

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

Y. Performance Requirements and Liquidated Damages

1. Public Works will use the Performance Requirements Summary to evaluate the Contractor's performance of this Contract's tasks.

2. Failure to perform Contract work in accordance with the Performance Requirements Summary is considered unacceptable. Public Works may

cite the Contractor and impose liquidated damages immediately in the sums specified and deduct them from the next regularly scheduled payment to the Contractor.

3. Liquidated Damages for noncompliance with the Living Wage Program is indicate in Exhibit B, Section 9.G, Enforcement and Remedies.

PERFORMANCE REQUIREMENTS SUMMARY

REQUIRED SERVICE	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM STANDARD	METHOD OF SURVEILLANCE	MAXIMUM DEDUCTION	DEDUCTION FROM CONTRACT PRICE FOR NOT MEETING STANDARD
INSURANCE CERTIFICATIONS	CERTIFICATIONS SUBMITTED BEFORE IMPLEMENTATION OF CONTRACT AND ON A TIMELY BASIS THERE-AFTER.	0%	100% INSPECTION ON A PERIODIC BASIS.	ALL CONTRACT REMEDIES RESERVED.	ALL CONTRACT REMEDIES RESERVED.
EMPLOYEES WELL ORIENTED TO JOB	EMPLOYEES 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 REQUIREMENTS.
RESPOND TO COMPLAINTS, REQUESTS, AND DISCREPANCIES	RESPOND WITHIN THE TIME FRAME OUTLINED IN THE SPECIFICATIONS.	0%	100% INSPECTION ON A PERIODIC BASIS; COMPLAINTS.	10% OF TOTAL MONTHLY AMOUNT OF CONTRACT COST.	$50 PER COMPLAINT NOT RESPONDED TO WITHIN THE TIME FRAME OUTLINED IN THE SPECIFICATIONS.

REQUIRED SERVICE	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM STANDARD	METHOD OF SURVEILLANCE	MAXIMUM DEDUCTION	DEDUCTION FROM CONTRACT PRICE FOR NOT MEETING STANDARD
REMOVE GRAFFITI	DAILY GRAFFITI REMOVED AND/OR PAINTED OVER WITHIN 24 HOURS, TUESDAY THROUGH FRIDAY. ALL WEEKEND GRAFFITI REMOVED MONDAY. COLOR MATCHED WITHIN 48 HOURS.	0%	100% INSPECTION ON A PERIODIC BASIS; COMPLAINTS.	50% OF TOTAL MONTHLY AMOUNT OF CONTRACT COST.	$5 PER SQUARE FOOT (OR PRORATION THEREOF) FOR GRAFFITI NOT REMOVED WITHIN THE TIME FRAME OUTLINED IN THE SPECIFICATIONS.
REPORTING OF GRAFFITI REMOVED	GRAFFITI REQUESTS FOR REMOVAL CLOSED WITHIN 48 HOURS.	0%	100% INSPECTION BY RANDOM SAMPLING.	50% OF TOTAL MONTHLY AMOUNT OF CONTRACT COST.	$50 PER EACH OCCURRENCE THAT GRAFFITI REMOVAL IS NOT REPORTED WITHIN 72 HOURS.

Z. Contractor Licensing

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

AA. Murals

Public Works is committed to the preservation of registered murals. Not all murals are intended to be "permanent" artworks. Please refer any request from the public for removal of graffiti or removal of a temporary "memorial" mural to the Program Manager.

Public Works has established the following guidelines when murals have been vandalized: The Contractor shall not, under any condition, repair, remove, "touch up", or "buff out" any registered murals unless advised by Public Works to do so. Public Works will obtain permission from both the artist and the property

owner. When the artist is not available, the decision of the legal owner of the property will prevail.

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SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Ambiguities or Discrepancies

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

B. Definitions

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

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

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

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

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

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

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

Day. Calendar day(s) unless otherwise specified.

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Headings

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

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Amendments

1. For any change which affects the scope of work, contract sum, payments, or any term or condition included in this Contract, an amendment shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor.

2. The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by the Board or the Chief Executive Officer. To implement such changes, an amendment or a change order to this Contract shall be prepared by Public Works for execution by Contractor and the Director.

3. County may, at its sole discretion, authorize extensions of time to this Contract's term. Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to this Contract shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor. To the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, Public Works may, at its sole discretion, grant Contractor extensions of time, provided the aggregate of all such extensions during the life of this Contract shall not exceed 120 days.

4. For any change which does not materially affect the scope of work or any other term or condition included under this Contract, a *Change Order* shall be prepared and signed by the County and the Contractor.

B. Assignment and Delegation

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

2. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

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

C. Authorization Warranty

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

D. Budget Reduction

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

E. Complaints

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

1. Within 12 business days after this Contract's effective date, Contractor shall provide County with Contractor's policy for receiving, investigating, and responding to any complaints by any individual.

2. County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.

3. If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five business days for County approval.

4. If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.

5. Contractor shall preliminarily investigate all complaints and notify the Contract Manager of the status of the investigation within five business days of receiving the complaint.

6. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

7. Copies of all written responses shall be sent to the Contract Manager within three business days of mailing to the complainant.

F. Compliance with Applicable Laws

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

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

G. Compliance with Civil Rights Laws

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

program, or activity supported by this Contract. Contractor shall comply with its EEO Certification (Form PW-7).

H. Confidentiality

1. Contractor shall maintain the confidentiality of all records obtained from County under this Contract in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality.

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

I. Conflict of Interest

1. No County employee whose position with County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of the work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.

2. Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract subjecting Contractor to either contract termination for default or debarment proceedings or both. Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

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

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

give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified, former County employees who are on a reemployment list during the life of this Contract.

K. Consideration of Hiring GAIN and GROW Participants

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

2. In the event that both laid-off County employees and GAIN and GROW participants are available for hiring, County employees shall be given first priority.

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

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

M. Contractor's Charitable Activities Compliance

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

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

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

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

O. County's Quality Assurance Plan

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

P. Damage to County Facilities, Buildings, or Grounds

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

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

upon demand. County may deduct from any payment otherwise due Contractor for costs incurred by County to make such repairs.

Q. Employment Eligibility Verification

1. Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all of its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

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

R. Facsimile Representations

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

S. Fair Labor Standards

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

T. Governing Laws, Jurisdiction, and Venue

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

U. Nondiscrimination and Affirmative Action

1. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations.

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

3. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.

4. Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

5. Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

6. Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this paragraph when so requested by County.

7. If County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract. While County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State antidiscrimination laws or regulations shall constitute a finding by County that Contractor has violated the antidiscrimination provisions of this Contract.

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

V. Nonexclusivity

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

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

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

X. Notice of Delays

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

Y. Notice of Disputes

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

Z. Notice to Employees Regarding the Federal Earned Income Credit

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

AA. Notices

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

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

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

BB. Publicity

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

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

2. During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the Contract Manager. County shall not unreasonably withhold such written consent.

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

CC. Public Records Act

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

2. In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

DD. Record Retention and Inspection/Audit Settlement

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

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

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

2. Failure on the part of Contractor to comply with any of the provisions of this paragraph shall constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract.

3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.

4. In addition to the above, Contractor agrees, should County or its authorized representatives determine, in County's sole discretion, that it is necessary or appropriate to review a broader scope of Contractor's records (including, certain records related to non-County contracts) to enable County to evaluate Contractor's compliance with County's Living Wage Program, Contractor shall promptly and without delay provide to County, upon the written request of County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to County under this Contract, including without limitation, records relating to work performed by said employees on Contractor's non-County contracts. Contractor further acknowledges that the foregoing

requirement in this paragraph relative to Contractor's employees who have provided services to County under this Contract is for the purpose of enabling County in its discretion to verify Contractor's full compliance with and adherence to California labor laws and County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five years thereafter unless County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by Contractor at a location in County, provided that if any such materials and information is located outside County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

EE. Recycled-Content Paper Products

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

FF. Subcontracting

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

1. If Contractor desires to subcontract, Contractor shall provide the following information promptly at County's request:

   a. A description of the work to be performed by the subcontractor;

   b. A draft copy of the proposed subcontract; and

   c. Other pertinent information and/or certifications requested by County.

2. Contractor shall indemnify and hold County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

3. Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to

subcontract, notwithstanding County's approval of Contractor's proposed subcontract.

4. County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. Contractor is responsible to notify its subcontractors of this County right.

5. County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any subcontract and subcontractor employees.

6. Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.

7. Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by County from each approved subcontractor. Contractor shall ensure delivery of all such documents to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, before any subcontractor employee may perform any work hereunder.

8. Employee Leasing is prohibited.

GG. Validity

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

HH. Waiver

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

II. Warranty Against Contingent Fees

1. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

2. For breach of this warranty, County shall have the right, in its sole discretion, to suspend or terminate this Contract for default, deduct from amounts owing to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

SECTION 3

TERMINATIONS

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

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

B. Termination/Suspension for Convenience

1. This Contract may be suspended or terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Suspension or termination of work hereunder shall be effected by notice of suspension or termination to Contractor specifying the extent to which performance of work is suspended or terminated and the date upon which such suspension or termination becomes effective. The date upon which such termination becomes effective shall be no less than 10 days after the notice is sent.

2. After receipt of a notice of suspension or termination and except as otherwise directed by County, Contractor shall:

   a. Stop work under this Contract on the date and to the extent specified in such notice; and

   b. Complete performance of such part of the work as shall not have been suspended or terminated by such notice.

3. All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with this Exhibit's Record Retention and Inspection/Audit Settlement.

4. If this Contract is suspended or terminated, Contractor shall complete within the Director's suspension or termination date contain within the notice of suspension or termination, those items of work which are in various stages of completion, which the Director has advised the Contractor are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by Contractor under

this Contract shall be delivered to County upon request and shall become the property of County.

C. Termination/Suspension for Default

1. County may, by written notice to Contractor, suspend or terminate the whole or any part of this Contract, if, in the judgment of the County:

   a. Contractor has materially breached this Contract; or

   b. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or

   c. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.

2. In the event County suspends or terminates this Contract in whole or in part pursuant to this paragraph, County may procure, upon such terms and in such manner, as County may deem appropriate, goods and services similar to those so suspended or terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Contract to the extent not suspended or terminated under the provisions of this paragraph.

3. Except with respect to defaults of any subcontractor, Contractor shall not be liable for any excess costs of the type identified in subparagraph "2" above, if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

4. If, after County has given notice of termination under the provisions of this paragraph, it is determined that Contractor was not in default under the provisions of this paragraph or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to this Exhibit's Termination for Convenience.

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

6. As used herein, the terms "subcontractor" and "subcontractors" mean subcontractor at any tier.

D. Termination for Improper Consideration

1. County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, extension of this Contract, or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue those same remedies against Contractor as it could pursue in the event of default by Contractor.

2. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

E. Termination/Suspension for Insolvency

1. County may suspend or terminate this Contract forthwith in the event of the occurrence of any of the following:

   a. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code, and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

b. The filing of a voluntary or involuntary bankruptcy petition relative to Contractor under the Federal Bankruptcy Code;

c. The appointment of a bankruptcy Receiver or Trustee for Contractor; or

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

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

F. Termination for Nonadherence to County Lobbyists Ordinance

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

G. Termination/Suspension for Nonappropriation of Funds

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

SECTION 4

GENERAL CONDITIONS OF CONTRACT WORK

A. Authority of Public Works and Inspection

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

B. Cooperation

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

C. Cooperation and Collateral Work

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

D. Equipment, Labor, Supervision, and Materials

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

E. Gratuitous Work

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

F. Jobsite Safety

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

G. Labor

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

H. Labor Law Compliance

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

I. Overtime

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

J. Permits/Licenses

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

K. Prohibition Against Use of Child Labor

1. Contractor shall:

   a. Not knowingly sell or supply to County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment;

   b. Upon request by County, identify the country/countries of origin of any products, goods, supplies, or other personal property Contractor sells or supplies to County;

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

   d. Should County discover that any products, goods, supplies, or other personal property sold or supplied by Contractor to County are produced in violation of any international child labor

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

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

L. Public Convenience

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

M. Public Safety

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

N. Quality of Work

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

O. Quantities of Work

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

P. Safety Requirements

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

Q. Storage of Material and Equipment

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

R. Transportation

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

S. Work Area Controls

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

2. Contractor shall be responsible for the security of any and all of Public Works/County facilities in its care. Contractor shall provide protection against vandalism and accidental and malicious damage, both during working and nonworking hours.

SECTION 5

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

1. This Contract is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

2. Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

3. Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.

B. Indemnification

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

C. Workplace Safety Indemnification

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

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

D. General Insurance Requirements

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

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

   a. Specifically identify this Contract;

   b. Clearly evidence all coverage required in this Contract;

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

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

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

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

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

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

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

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

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

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

E. Compensation for County Costs

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

F. Insurance Coverage Requirements for Subcontractors

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

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

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

G. Insurance Coverage Requirements

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

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

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

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

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

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

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

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

SECTION 6

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

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

B. Chapter 2.202 of County Code

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

C. Nonresponsible Contractor

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

D. Contractor Hearing Board

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

2. Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board will prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the

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

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

4. If a contractor has been debarred for a period longer than five years, that contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

5. Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.

6. Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

E. Subcontractors of Contractor

These terms shall also apply to subcontractors of County contractors.

SECTION 7

COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

A. Jury Service Program

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

B. Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employee deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the

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

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

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

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

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

B. Notice to Employees Regarding the Safely Surrendered Baby Law

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

SECTION 9

COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

A. Living Wage Program

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

B. Payment of Living Wage Rates

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

   a. Not less than $11.84 per hour if, in addition to the per-hour wage, Contractor contributes less than $2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or

   b. Not less than $9.64 per hour if, in addition to the per-hour wage, Contractor contributes at least $2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed $2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through County Department of Health Services Community Health Plan. If, at any time during this Contract, Contractor contributes less than $2.20 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its Employees the higher hourly living wage rate.

2. For purposes of this Section, "Contractor" includes any subcontractor engaged by Contractor to perform services for County under this Contract. If Contractor uses any subcontractor to perform services for County under this Contract, the subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which are provided to County under this Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of

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

3. If Contractor is required to pay a living wage when this Contract commences, Contractor shall continue to pay a living wage for the entire term of this Contract, including any option period.

4. If Contractor is not required to pay a living wage when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. Contractor shall immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Living Wage Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of this Contract, including any option period. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by County, Contractor shall immediately be required to pay the living wage for the remaining term of this Contract, including any option period.

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

C. Contractor's Submittal of Certified Monitoring Reports

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

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

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

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

E. County Auditing of Contractor Records

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

F. Notifications to Employees

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

G. Enforcement and Remedies

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

1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:

   a. Withholding of Payment: If Contractor fails to submit accurate, complete, timely, and properly certified monitoring reports, County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

   b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including, but not limited to, being late, inaccurate, incomplete, or uncertified, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages in the amount of $100 per monitoring report for each day until County has been provided with a properly prepared, complete, and certified monitoring report. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.

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

2. Remedies for Payment of Less Than the Required Living Wage: If Contractor fails to pay any Employee at least the applicable hourly living

wage rate, such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:

a. Withholding Payment: If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, County may withhold from any payment otherwise due to Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. County may withhold said amount until Contractor has satisfied County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages of $50 per Employee per day for each and every instance of an underpayment to an Employee. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.

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

3. Debarment: In the event Contractor breaches a requirement of this Section, County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code Section 2.202, Determinations of Contractor Nonresponsibility and Contractor Debarment.

H. Use of Full-Time Employees

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

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

I. Contractor Retaliation Prohibited

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

J. Contractor Standards

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

K. Neutrality in Labor Relations

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

SECTION 10

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

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

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

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

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

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in the amount of not more than ten percent of the amount of this Contract; and

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

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

SECTION 11

LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

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

B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

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

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

1. Pay to County any difference between this Contract amount and what County's costs would have been if this Contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of this Contract; and

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

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

EXHIBIT C

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2008)

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 2008 are less than $41,646 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 9, 2009.

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

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

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2008 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 2008 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 2008 and owes no tax but is eligible for a credit of $825, he or she must file a 2008 tax return to get the $825 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2009 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.

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.

EXHIBIT D.3

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.

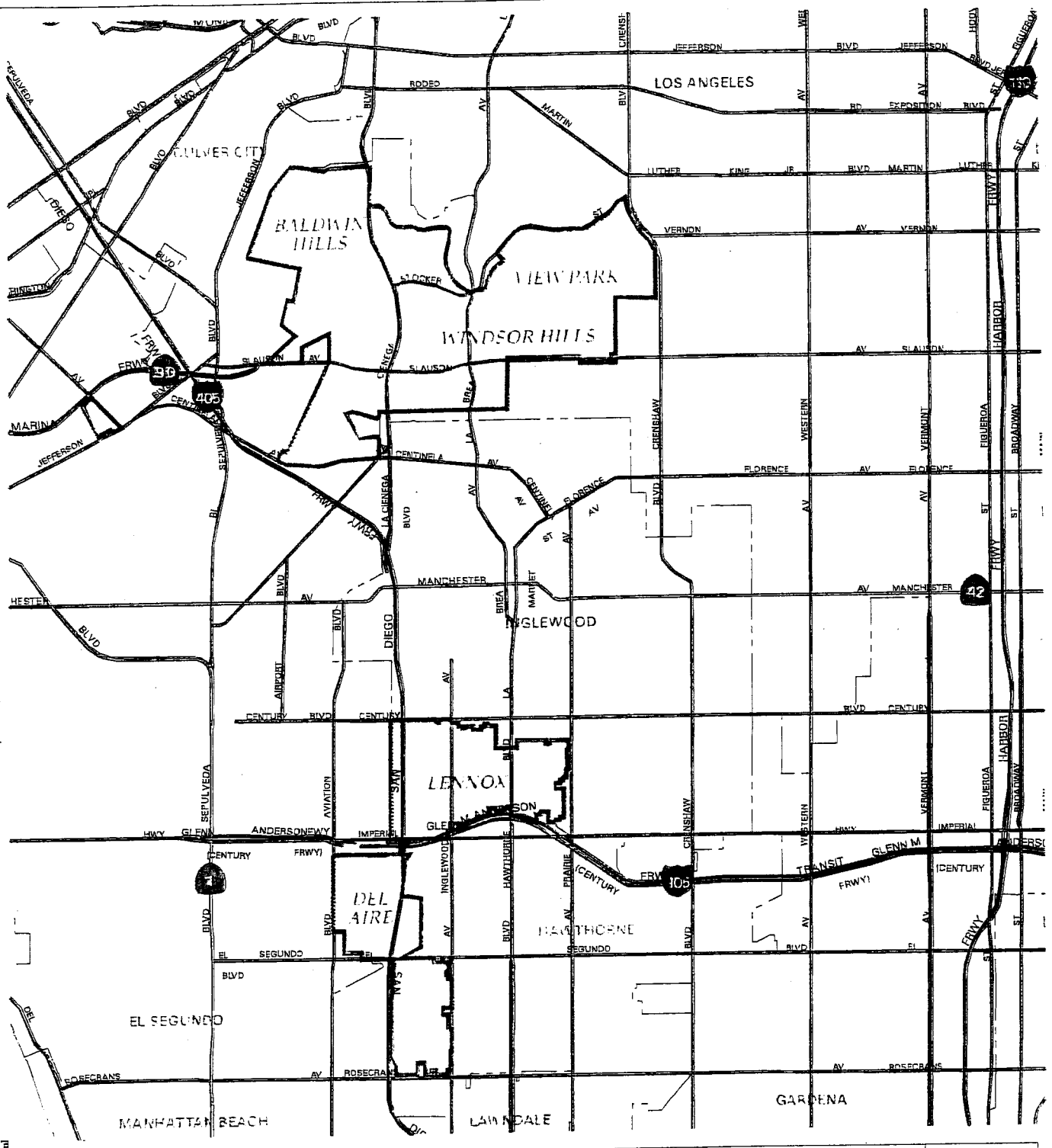
Historia de un bebé

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.2



DEPARTMENT OF PUBLIC WORKS
900 S. Fremont Ave.
Alhambra, CA 91803

Mapping & Property Management Division
GIS Services

Supervisorial District 2
Zero Tolerance Zone 2E

N

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FEET
0 6000 12000

AML: /arcspace/wk_asd/aml_dir/exhibit2e.aml

DATE: 07 JAN 02 16:46:26 MONDAY

County of Los Angeles
Department of Public Works

Graffiti Abatement Services
Proposal
(2008-PA058)

January 28, 2009

Superior Property Services, Inc.

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

Superior Property Services, Inc.
Superior Graffiti Services

January 27, 2009

County of Los Angeles
Department of Public Works
Ms. Gail Farber, Director of Public Works
900 South Fremont Avenue
Alhambra, CA 91803-1331

RE: ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES (2008-PA058)

Dear Ms. Farber;

Superior is pleased to submit the enclosed proposal to the County of Los Angeles for Graffiti Abatement Services. Our comprehensive package includes, plans of action for all five zones, including pricing and equipment to be utilized.

We have reviewed the information provided and thoroughly inspected the area and are confident Superior can meet all the requirements outlined in your proposal..

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

Larry DeCrona, President
9129 Perkins St.
Pico Rivera, CA 90660

Ronald L. Bruneck, Vice President
9129 Perkins St.
Pico Rivera, CA 90660

Thank you for the opportunity to submit this information and we look forward to your review and comments. We can be reached at (800) 741-CLEAN or (562) 801-9200 should you or your staff has any questions.

Respectfully,

Superior Property Services, Inc.
Superior Graffiti Services

Larry DeCrona
President

9129 Perkins St., Pico Rivera, CA 90660-4512
562-801-9200 • 714-285-1200 Fax 562-801-9230 • www.4superior.com

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ADDITONAL INFORMATION

Reference Letters

SUPPORT DOCUMENTS

[redacted]

State of California
Secretary of State

STATEMENT OF INFORMATION
(Domestic Stock and Agricultural Cooperative Corporations)
FEES (Filing and Disclosure): $25.00. If amendment, see instructions.
IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

This Space For Filing Use Only

S

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

C1764613

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

DUE DATE:

COMPLETE ADDRESSES FOR THE FOLLOWING (Do not abbreviate the name of the city. Items 2 and 3 cannot be P.O. Boxes.)

	CITY	STATE	ZIP CODE
2. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE 17671 Irvine Blvd, Suite 106	Tustin	CA	92780
3. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY 9129 Perkins Street	Pico Rivera	**CA**	90660
4. MAILING ADDRESS OF THE CORPORATION, IF DIFFERENT THAN ITEM 2 9129 Perkins Street	Tustin	CA	90660

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

	ADDRESS	CITY	STATE	ZIP CODE
5. CHIEF EXECUTIVE OFFICER/ Larry DeCrona	12851 View Ridge Drive	Santa Ana	CA	92705
6. SECRETARY/ Larry DeCrona	12851 View Ridge Drive	Santa Ana	CA	92705
7. CHIEF FINANCIAL OFFICER/ Ronald Bruneck	14811 Devonshire	Tustin	CA	92680

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

	ADDRESS	CITY	STATE	ZIP CODE
8. NAME Larry DeCrona	12851 View Ridge Drive	Santa Ana	CA	92705
9. NAME Ronald Bruncek	14811 Devonshire	Tustin	CA	92705
10. NAME Diane M. DeCrona	12851 View Ridge Drive	Santa Ana	CA	92705

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

AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and Item 13 must be completed with a California street address (a P.O. Box address is not acceptable). If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 13 must be left blank.)

12. NAME OF AGENT FOR SERVICE OF PROCESS
Diane M. DeCrona, Esq.

	CITY	STATE	ZIP CODE
13. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, **IF AN INDIVIDUAL** 17671 Irvine Blvd., Suite 106,	Tustin	**CA**	92780

TYPE OF BUSINESS

14. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION
Cleaning Contractors

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

1/26/2009	Larry DeCrona	President	
DATE	TYPE/PRINT NAME OF PERSON COMPLETING FORM	TITLE	SIGNATURE

SI-200 C (REV 01/2008)

APPROVED BY SECRETARY OF STATE

State of California

Secretary of State

Confirmation of Receipt of Document / Receipt for Payment

Transaction ID:	4A8782EE-138C-44A5-B955-09B55104F14D
Confirmation #:	020292
Charge Description	E-file Statement of Information for C1764613
Name:	Superior Property Services, Inc.Lawrence DeCrona
Address:	9129 Perkins St.
Address Line 2	
City/State/Zip:	Pico Rivera, CA 90660
Phone:	562-801=9200
Email:	Larry@decrona.com
Amount:	25
E-File Session:	1159448
AVS Response:	Y
Date/Time:	1/26/2009 12:08:19 PM

NOTE: Confirmation of receipt does not constitute an approved/accepted filing.

Return to Main Page

[redacted]

State of California
Secretary of State

STATEMENT OF INFORMATION
(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): $25.00. If amendment, see instructions.

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9129 Perkins Street
Pico Rivera, CA 90660

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1/17/08	Larry DeCrona	President	[signature]
DATE	TYPE/PRINT NAME OF PERSON COMPLETING FORM	TITLE	SIGNATURE

SI-200 C (REV 01/2008)

APPROVED BY SECRETARY OF STATE

California Business Portal

Secretary of State DEBRA BOWEN

DISCLAIMER: The information displayed here is current as of JAN 23, 2009 and is updated weekly. It is not a complete or certified record of the Corporation.

Corporation		
SUPERIOR PROPERTY SERVICES, INC.		
Number: C1764613	**Date Filed:** 6/2/1995	**Status:** active
Jurisdiction: California		
Address		
12851 VIEW RIDGE		
SANTA ANA, CA 92705		
Agent for Service of Process		
DIANE DECRONA		
17671 IRVINE BLVD STE 106		
TUSTIN, CA 92780		

Blank fields indicate the information is not contained in the computer file.

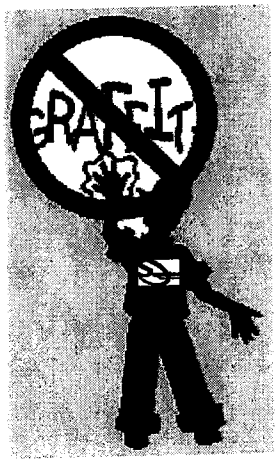
If the status of the corporation is "Surrender", the agent for service of process is automatically revoked. Please refer to California Corporations Code Section 2114 for information relating to service upon corporations that have surrendered.

EXPERIENCE

Background

Superior Property Services, Inc., including Superior Graffiti Services and Superior Pressure Washing offer the kind of unique experience in all areas of graffiti abatement and property maintenance rarely found in other companies. We are "Thinking About Tomorrow" and we strive to understand and focus upon clients' needs and objectives which enables us to obtain the optimum results. Our years of experience in property management and real estate give us a special insight into what is necessary to satisfy our clients. We strive to always be a part of your property maintenance solutions. Superior Property Services, Inc. is a California Corporation and has been in operation for over 15 years. We currently employ 31 full time people.

Superior has a 8,000 square foot corporate office and warehouse in Pico Rivera in Los Angeles County, with an additional warehouse in Pomona. California. We service clients in Los Angeles, Orange, Riverside and San Bernardino counties.



PROPOSERS CAPABILITIES

Superior Property Services, Inc. is a California Corporation, with Larry DeCrona and Ronald Bruneck as sole owners and principal officers. Superior has been in the property maintenance since 1992 and have been providing graffiti abatement services for over 12 years.

Superior takes pride in constantly seeking to use the most up to date technology, data communications, computer technology and training, in the industry. We strive for greater service through better scheduling, project management, alignment of personnel along with working smarter and more efficiently. Our employee's have been with the company an average of 6 years. We have several that have been with Superior for over 15 years. We provide a great work environment with numerous company benefits. Our organizational chart illustrates the growth and commitment to our employees.

All Superior's field personnel receive on going training specific to their jobs. Superior provides monthly mandatory training sessions for all personnel. This training includes safety issues as well as specific employment issues, such as sexual harassment issues, employment benefits and polices.

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

Superior currently provides graffiti abatement services to the County of Los Angeles, Riverside Transportation Authority, City of West Covina, City of Orange, the County of Orange and City of Colton. Therefore we are confident that we have the staffing and ability to provide the highest level of service to the County of Los Angeles. We have the ability to provide multiple crews with pressure washing capabilities, and our response times are highly recommended by all of our clients.

Staff/Key Personnel

Lawrence E. DeCrona

President

Mr. DeCrona was honorably discharged from the United States Air Force after a tour of duty in Vietnam. He attended Mt. San Antonio College and Cal Poly University where he obtained a degree in Business Administration. He began his career in real estate and marketing in 1973 and specialized in residential and commercial income producing properties. Mr. DeCrona is a licensed General Contractor and has acted as Owner/General Partner in the acquisition, development or management of over $22,000,000 in real estate projects.

As a developer/builder, he has built or renovated over 195 apartment units and completed construction of thirty-three single family and multi-family homes in Southern California. He has also completed construction and renovated over 178,000 square feet of commercial/industrial property and received the "Historical Restoration Award" from the City of Santa Ana in 1988 for the Oddfellows Building originally constructed in 1906.

Mr. DeCrona and Ron Bruneck formed Superior Property Services in 1994. Superior is a full service graffiti abatement, janitorial service, pressure washing and property maintenance company.

Mr. DeCrona was the co-founder, in 1980, of the Newport Beach Business Club and a 20-year member of Lions International and Past President of the Mariners Lions Club of Newport Beach. He is on the advisory Boards for Vanguard University and Friends of Institute of Real Estate Management. The DeCrona's are active members of Trinity United Presbyterian Church in Tustin, California.

Mr. DeCrona is married to Diane M. DeCrona, a Tax Attorney/CPA, and they have a grown son and daughter.

Ronald L. Bruneck

Vice President

Began his career in real estate sales and property management in 1974. During his 15 years in property management, he was responsible for managing a portfolio consisting of over 2500 residential units and numerous commercial properties. He obtained his real estate brokers license in 1976, owned and managed Lanco Property Management until 1989. He then started CDS Maintenance which later became Superior Property Services in 1994. Mr. Bruneck is married with 2 boys and resides in Tustin, CA. Mr. Bruneck attended the University of Southern California, holds a Bachelor's degree in Business Administration and was a member of the Institute of Real Estate Management (IREM). Larry DeCrona and Ron Bruneck have worked together for over 20 years and in 1994 became partners to form Superior Property Services, Inc.

Nancy Hernandez

Director of Operations

Office Manager

Ms. Hernandez joined our company in 1992. Her years of experience in all aspects of the maintenance business have resulted in a responsive and knowledgeable manager. Being bilingual enables her to communicate with the employees giving them directions and new ideas to complete the work needed. Ms. Hernandez attended Orange Coast College taking classes in business management and accounting. Ms. Hernandez directly over sees the office staff and indirectly is responsible for all employees, with supervisors reporting directly to her. She also is responsible for scheduling work and accounts receivables. Ms. Hernandez is a integral part of the Superior operation and family.

Francisco Cuenca
Operations Manager

Francisco has been with Superior for over ten years and started as one of our maintenance men and pressure washers. Over the years Francisco has shown his versatility by taking on any job necessary. He has worked on our paint crews and became our key supervisor over seeing all of our graffiti abatement crews. He is very familiar with the requirements of our LA County graffiti contracts and the areas they service. Mr. Cuenca responsibilities now include the operations of all our contracts and reports directly to our Director of Operations.

> *In order to assure the highest quality service, we inspect all jobs on a frequent basis. A supervisor is assigned to a specific area on a full-time basis. The supervisor visits the job sites at least twice a week, or more if needed. Inspections are made both during business hours and after to insure that projects are completed professionally and on schedule. We employ only qualified and skilled persons who have passed our rigid qualifications and training. These supervisors report directly to Mr. Cuenca.*

Amanda Campbell
Data Entry

Miss Campbell has been with the company for 4 years, she is experienced in QuickBooks, Word, excel, and PowerPoint presentations. Miss Campbell handles all of our data entry and helps keep all of our computers up and running. She currently is attending CSUF working towards a degree in computer science.

Nancy Chavez
Receptionist

Miss Chavez has been with the company for over 2 years. Miss Chavez helps with the office work and answering the phones.

Mario Mendez
Area Supervisor

Mario has been with the company for 4½ years. Mario is bilingual and has been involved in the janitorial industry his whole career. He has worked his way up from a janitor position to building supervisor, area manager, lead floor crew supervisor to area supervisor. Mario oversees all of our janitorial contracts and works closely with our other supervisors in improving training techniques and reporting.

Robert Cazares
Crew Supervisor

Robert has been with Superior for over 7 years, working on graffiti abatement contracts the whole time. Robert now oversees all of our graffiti abatement contracts and crews. He spend a great deal of his time inspecting areas,

Chris Bruneck
Field Supervisor

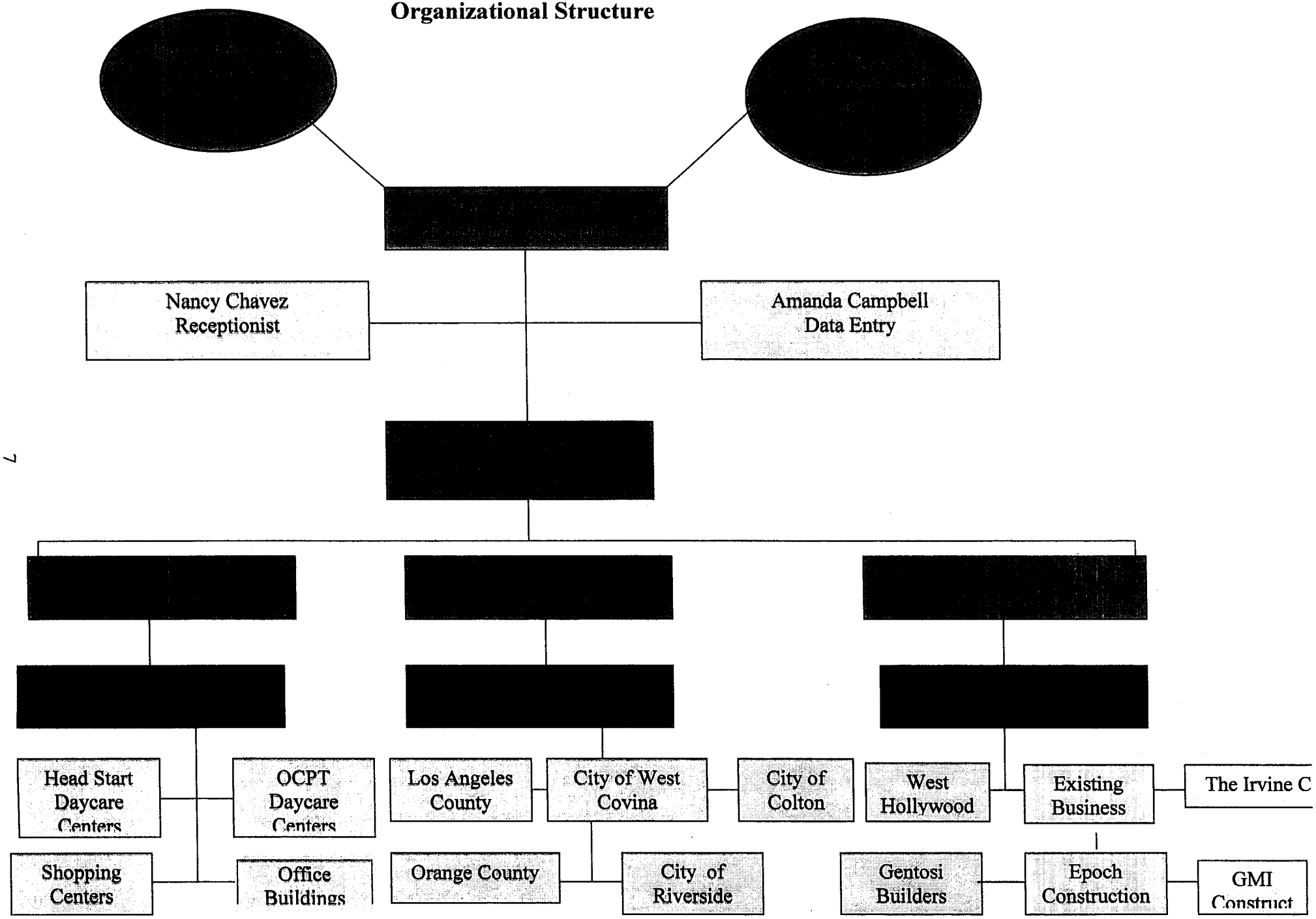
Chris has grown up with Superior and has worked in all phases of the company. He has worked as a janitor, graffiti crew, data entry, and maintenance crew. He now oversees all of our maintenance work, pressure washing and new construction clean-up work. He also helps out with graffiti abatement in the flood channels when necessary. Chris has a passion for soccer and is attending college pursuing a degree in accounting.

Graffiti Abatement Crew members

Roberto Cazares Murillo – 26 years of painting experience/7 years in graffiti abatement
Francisco Santos – Over 10 years of painting experience/4 years in graffiti abatement
Martin Leon – 8 years of painting experience/4 years in graffiti abatement
Jose Chavez – 10 years of painting experience/4 years in graffiti abatement
Rogelio Vasquez – Over 15 years of painting experience/7 years in graffiti abatement
Alvaro Goduinez – 7 years of painting experience/2 years in graffiti abatement
Jesus Navarro Jr. – 5 years of painting experience/3 years in graffiti abatement
Luis Garcia – 9 years of painting experience/6 years in graffiti abatement
Alejandro Gonzalez – 6 years of painting experience/5 years in graffiti abatement
Feliciano Ordonez – 5 years of painting experience/3 years in graffiti abatement
Jose F. Ordonez – 8 years of painting experience/4 years in graffiti abatement
Alejandro Trujillo – 4 years of painting experience/3 years in graffiti abatement
Juan Romero – 3 years of painting experience/3 years in graffiti abatement
Juan Ayala – 2 years of painting experience/1 year in graffiti abatement

All of our crew members have had a minimum of one year of prior painting experience. They must have and maintain a clean driving record. They receive 2 weeks of extensive training by Superior prior to being placed on a crew in the field. They learn paint color matching, painting techniques, reporting, safety, paint sprayer maintenance and additional training in their specific area.

Superior Property Services , Inc.
Organizational Structure



THE FACTS

- **17 ¾ Million Square Feet**
  - **Total Graffiti removed**

- **135,500**
  - **Total # of Tags removed**

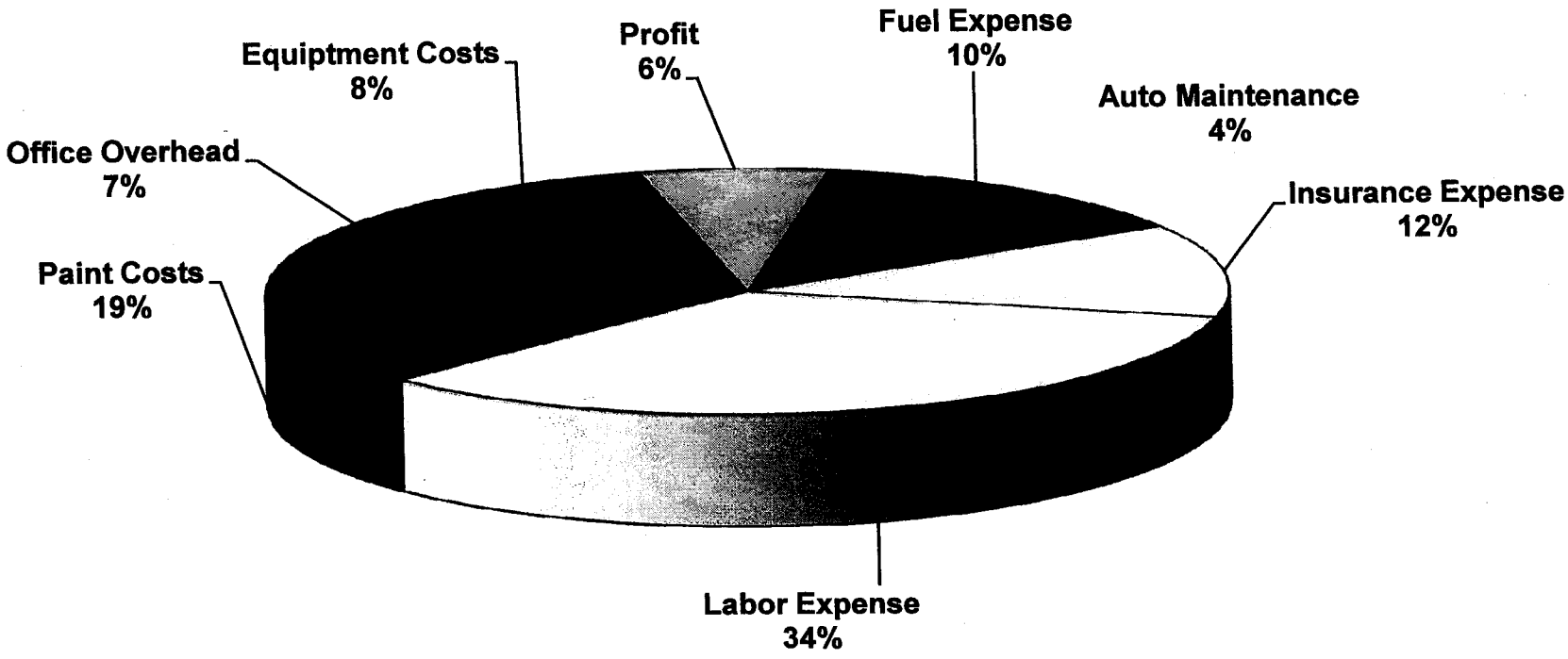
- **33,521 gallons**
  - **Paint used per year**

- **14¢ per sq. ft.**
  - **Average cost per square foot**

- **$11.42**
  - **Cost per tag**

Based on work performed by Superior Property Services over the last three years**

GRAFFITI ABATEMENT COSTS



Billing Method / Accounting Procedures

Superior utilizes state-of-the-art computer accounting and data base systems. Our computers are networked and include high speed internet capabilities and communication software.

We are currently developing a program system similar to that used by UPS to track packages. Our system will allow us to track and route each work order to maximize the efficiency of each crew. In addition, we will be able to pin point hot spots, list all outstanding work orders, and more accurately reflect the time to complete and the cost associated with each work order. This new system we will come close to being a paperless system of tracking work orders in the field.

Currently each crew maintains a log of all work performed. This log includes type of structure, facility, job location date, time, type of work required, completion time, and amount of material, paint color and comments. We log all work orders into our data base and track their completion. This Database system can be linked to our accounting system to insure proper billing. Every service call is logged in and maintained for 3 years. Our billing will be by zone and will include labor hours, number of work orders completed, and materials used.

Internally we focus our attention on two primary areas. First we organize and log all work orders in each area before they are sent to the crew. This eliminates wasted time in the field and insures that time is spent actually removing graffiti. Secondly we make sure our warehouses are located close to our contract areas. Again this maximizes time spent removing graffiti. We are the only contractor in the industry that maintains warehouses based on the location of our contract. Supplies are delivered and inventoried at each warehouse so there is no wasted or down time. Vehicles are inspected, re-fueled and re-stocked with supplies every evening. This allows our graffiti crews to spend far more time actually removing graffiti than any of our competitors.

Communication

We anticipate that work request can be emailed or faxed to our 800 fax number, or called into our phone at (800) 741-2532, where our bilingual office staff would forward the work order to the appropriate crew. We currently maintain all staff with mobile phones and our 24-hour voice mail can reach company owners and supervisors when necessary. Work orders emailed or faxed to us would come into our computer and automatically logged into our system. Each crew has cellular phones with GPS capability so we can monitor their routes in real time. This phone system also allows them to log in when starting their shift, lunch period and ending their shift. This new system allows us to adjust routes and handle all requests in a timely manner.

Superior Property Services, Inc.

PROPOSER'S REFERENCE LIST

A. County of Los Angeles Graffiti Abatement Contracts

1997	Zone 1A
1998-1999	Zone 1A, 1B and Flood Control Channels
1999-2002	Zone 1D, 1E, 1D, 2A, 2B, 4A, and 5A
2003-2005	Zone 1A, 1B, 1D, 1G, 2A, 2D, 2E, Flood Channel, and 2nd Story (district 1 & 2)
Current Fiscal Year	Zone 1A, 1B, 1D, Flood Control Channels, 2nd story (District 1 & 2), 5D, 5E, 5F, and 5G

B. Other governmental agencies and private companies

2001 – Current Fiscal Year	County of Orange (Graffiti Abatement Contract) Includes County buildings County Court house interior/exterior County Flood Control Channels
2006 - Current Fiscal Year	City of West Covina (Graffiti Abatement Contract)
2006 - Current Fiscal Year	City of Colton (Graffiti Abatement Contract)
Current Fiscal Year	City of Orange (Graffiti Abatement Services)
Current Fiscal Year	City of West Hollywood (Pressure Washing Contract)
2004 – 2008	Santa Ana Police Department (Pressure Washing and Graffiti Abatement
2004 – 2006	San Bernardino (Graffiti Abatement Contract) Supervisory Districts 2 & 4
2007	City of Claremont (Graffiti Abatement Contract)

Superior Property Services, Inc.

Partial Reference List

AMC MANAGEMENT

AMERISTAR LENDING GROUP

AMERICAN RED CROSS

BIXBY LAND COMPANY

BPS GROUP

BRENTWOOD COUNTRY CLUB

BRYMAN COLLEGE

CANYON ACRES CHILDREN SERVICES

CENTER TRUST

CITY OF CLAREMONT

CITY OF COLTON

CITY OF ORANGE

CITY OF RIVERSIDE

CITY OF SANTA ANA

CITY OF WEST COVINA

CITY OF WEST HOLLYWOOD

COUNTY OF LOS ANGELES

COUNTY OF ORANGE

EASY ACCESS SELF STORAGE

EPOCH CONSTRUCTION

FLEET FUELS

FOUNTAINGLEN PROPERTIES

GODBEY MONROE

GT BICYCLES

HACKETT MANAGEMENT CORP.

IC MYERS PROPERTIES

KF PARTNERS

LIMELIGHT JAVA

LOS ANGELES COUNTY FLOOD CONTROL

MADISSON MARQUETTE MANAGEMENT

MARNELL CORRAO

MC CARRION AIRPORT,- Las Vegas, NV

MINI-U-STORAGE

NATIONAL AUCTION PROPERTIES, INC.

NEW YORK, NEW YORK HOTEL, Las Vegas, NV

ORANGE COAST JEEP,GMC & BUICK

ORANGE COUNTY HEAD START

ORANGE COUNTY PARENTS & TEACHERS

PHILARMONIC HOUSE OF DESIGN

PRESBYTERIAN CHURCH OF THE COVENANT

PROWEST PCM, INC.

RESCO SELF STORAGE

RIDGEPARK LANDSCAPE

RIVERSIDE COUNTY TRANS. COMMITTEE

RUBY'S RESTAURANTS

S & S BUILDING MAINTENANCE

SCHROEDER MANAGEMENT

SHOOK PROPERTIES

SHURGARD SELF-STORAGES

SPERRY VAN NESS

SOUPLANTATION RESTAURANTS

SWINERTON BUILDERS

THE CARLSON COMPANY

TUSTIN UNIFIED SCHOOL DISTRICT

UNITED CONSTRUCTION

W. CRAIG DOOTSON

WAHOO'S RESTAURANTS

24 HOUR FITNESS CENTERS

WORK PLAN/ EQUIPMENT

PLAN OF ACTION / APPROACH

Procedures & Techniques Proposed

The following plan of action was compiled after a comprehensive and detailed inspection of each area and extensive cost analysis.

We evaluated each contracts in this proposal keeping in mind increased costs for non-field personnel, fuel, paint, workers compensation; liability insurance, auto insurance coupled with an overall increase in graffiti and employee risk factors. Gang activity and unemployment has increased which results in an increase in the amount of graffiti. Business owners and residents in these areas are much more aware of the county's Graffiti Hot Line, so it is no coincidence that the number of tags being called into the Hot Line has increased. Superior has proven that we maintain a higher completion of tags to contract price, which translates into a much lower cost of graffiti removal for the county per square foot (.13¢ to .18¢ on average). Superior has also established itself, over the last twelve years, as more than competent in our response times, reporting and maintaining accurate records. Our response times in completing work orders have always been of highest priority. We can assure you our proposals and plans of actions will give you the best service for the money. Please keep in mind the following guidelines when evaluating the number of crews being used on average:

- 1 crew = 400,000 Sq. Ft. of graffiti removed per year on average
- 1 crew = can clear up to 4,500 tags per year on average.
- 1 crew = cost $4,500 per month (labor, paint, fuel & insurance on average)

Superior's motto is "Thinking About Tomorrow" and our goal is to always be thinking about ways to improve the eradication of graffiti and how we can implement more effective methods to accomplish that goal tomorrow and beyond. Superior **works hard** at obtaining a Zero tolerance area whenever we take on a new contract. We have been providing graffiti abatement service to the County of Los Angeles and other municipalities for almost 12 years. We know Los Angeles County and have successfully, in previous contract periods, maintained several of the contact areas we are now bidding on. No other company has been able to match our proactive productivity, as Superior eradicates twice the amount of graffiti on its own without waiting for the County 800 Hot Line calls to be received. We are able to do this by reducing the drive time to and from areas and increasing the actual time crews spend removing graffiti by using skilled well prepared personnel and providing them with excellent equipment. Removing graffiti is not rocket science, but it is hard work and requires follow through, common sense and a can do attitude. Our company owners, administrators, supervisors and well-trained experienced personnel know what they are doing and take pride in doing a good job. We have regular staff meetings to discuss training and safety methods and other issues and strive to keep our loyal staff inspired and thus maintain a very low turnover ratio. We constantly strive to be "Thinking About Tomorrow" and how we can improve our quality control, reporting, color matching and overall efficiency for the County of Los Angeles and our company.

Our supervisors are all "hands on" including the company owners. Our supervisors also act as quality control inspectors. Our primary quality control inspector is Larry DeCrona and our quality control trainee is Chris Bruneck. Everyone, from the top down understands our goal of zero tolerance graffiti removal by matching colors as best as possible, water blasting with our water recovery and recycling units and using Bio degradable chemicals. Superior can roll trucks 7 days a week if necessary to respond to the requests of the County of Los Angeles in the fight to eradicate vulgar and threatening graffiti.

Each graffiti abatement truck leaves our warehouses at approximately 6:30am and is well prepared for their mission. Trucks have signage indicating we are contracted with the County of Los Angeles and 800# posted. Trucks are equipped with the paint sprayers, custom hose reels, color matching equipment, paint racks, small buckets and rollers for small tags, ladders and flashing strobe safety lights. Every truck leaves the warehouse fully fueled and loaded with a wide range of paint colors. Our personnel are all uniformed and wear safety vests. Each crew is given a cell phone with 2-way radio communication capability and all phones have a Xora GPS Most companies **say** they can provide zero tolerance, Superior **works hard** at obtaining Zero tolerance. We are currently using the Graffiti Tracker camera GPS system in conjunction with the County of Los Angeles Sheriffs Department to assist in apprehending high volume taggers.

Most of our crews are based out of our main warehouse in Pico Rivera which is located very close to many of these contract service areas. In the event of rain, high graffiti incidents or special requests our crews could be required to work Saturdays. Our staff can easily determine how many work orders were received, completed and outstanding for any given period. We track frequency of tags and hot areas; square footage and job times, on a continuing basis. .

Over the years we have established a partnership with two major paint suppliers to provide us with new and recycled paint at the lowest prices possible. Our suppliers have committed to us for the next 3 years to lock their current prices, provide inventory and to stock our special Superior Graffiti Block paint. They will ship to our warehouses within 12 hours and will also stock our products in any of their local stores requested.

Superior is very proud of our X-Rite Color Designer color matching system. The hand held sample monitors, software and computers make paint matching fast and accurate.
The portable hand held instruments measure the paint color off of any wall and we then process the sample color data characteristics factoring in lighting conditions and the surface. We then have the systems software display the paint mix formula that matches the sample taken with the hand held unit. All these functions are accomplished in a matter of seconds and are then saved for future reference by address. We use our custom mixers to make a quart, gallon or up to 5 gallons of matched paint for use. We also label all mixed color matched paint for future use in the field by our crews who patrol the area. So in most cases we have very little delay as a result of needing to match specific colors. Also in an effort to keep our paint costs under control we obtain mismatched paints from paint contractors and paint stores. We remix and re-tint these recycled paints to our existing colors to lower our overall paint costs.

We work closely with the Sheriffs Department, neighborhood watch programs, and non-profit organizations to clean up alleys and high visibility areas including vine wall paint outs. We found that these programs can be very successful when combined with an aggressive graffiti abatement program. No other contractor has the reputation Superior has for contributing back to the communities or assisting the sheriffs department with establishing ways to counter the graffiti problems. Because we are "Thinking About Tomorrow" we take a proactive approach to removing graffiti and participate in all programs that work to that end. Our budgets include funds for additional crews if necessary, supervisors, 2-man crews' in high crime areas; and funds for community work programs.

Plan of Action:

The following plan of action was put together after a painstaking and thorough inspection of each area, current and future cost analysis and consideration of the most effective Zero Tolerance plan of action. We are aware that some of the areas have major alleys and that these are often very time consuming and costly to maintain and are often high-risk areas for our crews. We have rated each area 1 ~ 10 (**1 being very clean to 10 high activity and/or high risk**), based on the size of each area, the level of crime and amount of graffiti activity.

Zone 1G –Walnut Park

Price: $52,774
Rated: 7

- **1 roving paint crew (5 days/week)**
- **1 roving pressure washing crew (2 Days per/week)**
- **1 supervisor-quality control inspector (2 days/week plus Community meetings)**
- **Additional support as needed**

Our office and warehouse are located very near this area, which greatly increases the amount of time our crew can spend removing graffiti. This can be a very difficult densely populated area to maintain as the business owners and residents are very active in this small ¾ square mile community. We would work with the community as needed to keep them part of the solution. There are a large number of commercial buildings with large visible walls so this is a taggers dream area. We are confident we can control the graffiti in this area with one crew and a pressure washing crew as needed. Our plan would be to divide this area into a grid consisting of 2 sections. The crew would be assigned a geographical area to proactively patrol every other day after they have completed any pending work orders. In addition to the Graffiti Abatement Crew we would provide a roving pressure washing crew as needed. When work orders are received requiring pressure washing or our in-area GAC spots a tag requiring pressure washing we would then dispatch our the pressure washing crew.

Zone 2E – Lennox/Baldwin Hills

Price: **$81,715**
Rated: **9**

- **1 roving paint crew (5 days/week)**
- **1 roving paint crew (3 days/week)**
- **1 roving pressure washing crew (2 days/week)**
- **1 supervisor-quality control inspector (2 day/week)**
- **Additional support as needed**

We have thoroughly inspected this high graffiti area and feel that we can maintain it with one to two crews, depending on the volume at any given period and the time of the year. We would standardize the paint colors used in the alleys so that they would become easier to match colors and show some consistency. Because of the gang activity we would start our crews early and have them leave some very high crime areas no latter than 11am. The crews would then remove tags on major streets and safer areas. We would establish, as we have done in the past, a strong rapport with the Sheriffs Department to help insure the safety of our people, and assist the Sheriffs in the sharing of information and apprehension of taggers.

Our plan would be to divide this area into a grid consisting of 3 sections. The Lennox/Del Aire area into two sectors because it requires more graffiti removal so it would be patrolled at least four days per week and the fifth day would be in Baldwin Hills/Windsor Hills area which has much less graffiti. The second crew would be assigned a geographical area to proactively patrol on a 2-3 day per week basis with one day for major streets after they have completed any pending work orders. They will be strictly proactive moving quickly, removing a larger number of tags before they are called in to the hot line. By doing so we keep the business owners content and eliminate the blight of the area. We have found we are much more efficient removing the graffiti before it is called into the hot line. There are several major arterial boulevards in this split up zone which get hit with graffiti quite hard. Even though we will have concentrated efforts we will of course support the whole area. We used a very similar approach when we had this contract a few years ago, and it worked very successfully. We would use a 2- man crew when working in the alleys, because of the safety issue. At least one of our two trucks would have pressure washing capability, plus we would use a roving pressure washing crew, as needed, for overflow. The sidewalks in much of Zone 2E are tagged frequently and sidewalks take more time than to remove graffiti from than walls or signage. Our plan of action anticipates this and we plan on using more pressure washing units in the Zone.

We would anticipate increasing the amount of abated graffiti and lowering the cost per tag down to .16 cents per sq. ft.

List of Superior Vehicles and Equipment

2008 Chevy Silverado Truck
2007 Ford-F150 Long Bed Truck
2005 Ford-F150 Long Bed Truck
2003 Ford 15 passenger Van
2003 Dodge Dakota X/C Truck
2003 Chevy S-10 Flat Bed Truck
2000 Toyota Tundra Flat Bed Truck
2002 F250 Ford Flat Bed Truck
1999 Ford F150 Long Bed Truck
1999 Dodge Dakota X/C Truck
1998 Dodge Dakota Truck
1998 Dodge Dakota Truck
1997 GMC Sierra Flat Bed Truck
1996 Dodge Dakota Truck
1998 Chevy S-10 Truck
1996 Chevy S-10 Truck
1993 F-250 Ford Truck
1994 Chevy S-10 Truck
1994 Ford Ranger Truck

Trailer Mounted Silver Eagle "All Propane" Pressure washer & Water Recovery System
Trailer Mounted Landau Pressure Washer/Steam Cleaner
Trailer Mounted Delco Pressure Washer/Steam Cleaner
Truck Mounted Hydro Blaster Pressure Washer/Steam Cleaner
Truck Mounted Hydro Blaster Pressure Washer/Steam Cleaner
Portable 3000 PSI Water blasters (2)
Water recovery vacuum systems (3)
Extension wands for water blasting of high areas
2 Sand blasting pots and wands (4)

8900 Speedflow Airless Paint Sprayers (14)
4900 Speedflow Airless Sprayers (2)
3900 Grayco Airless Paint Sprayer (2)
Titan Portable Pot Paint Sprayers
X-Rite ColorDesigner Paint Matching Computer System
Portable hand help paint Scanners for on-site color matching
Paint Tinting Equipment, Paint Shakers & Paint Mixing Equipment

Honda 3000 watt Portable Generator
Yamaha 1600 watt Portable Generator
Coleman 2500 watt Portable Generator
Extension wands for water blasting of high areas
Extension Ladders, Step Ladders and Portable scaffolding
Custom Hose Reels (14)
Full supply of all pressure washing equipment, hoses and Turbo nozzles
Full supply of all painting equipment & hoses
550 feet of Rubber Steel jacketed fire hose
Steel Eagle Surface cleaning spinners (3)
Floor scrubbers for concrete and floor cleaning

QUALITY ASSURANCE PROGRAM

Superior Quality Commitment

Superior has provided the highest quality cleaning services since 1996. Through the years Superior has obtained the experience necessary to complete any type of job large or small. Superior offers the kind of service rarely found in our industry. Our focused desire and ability to understand and implement client's needs and objectives enables us to attain the optimum results for our clients. **Superiors** owners have years of experience in property management, painting. pressure washing, and construction before starting Superior, and have the knowledge to satisfy facility managers, owners, municipalities and tenants needs.

Superior has a commitment to deliver our services in a timely manner on or before the promised completion date. No excuses we just do the job right.

Superior is committed to using the best cleaning and eradication procedures possible to assure quality control in all our services.

Superior is committed to resolve our clients concerns regarding service quality and any other complaints quickly and in everyone's best interest.

Superior's goal is to provide a very unique and customized type of service to fit our clients' needs and budgets. We know what it takes to provide Superior service and ear our clients trust and respect.

Training Program/Quality Assurance Program

All new crewmembers go through a two-week training program prior to working in the field. The training program will consist of the following:

- Three days of painting techniques; color matching; equipment care; preparation and cleanup; and quality control.
- One day of safety procedures; Material Safety Data Sheets; and office procedures.
- Two days of field training which will consist of familiarization with the specific zone and graffiti removal problems
- Minimum of five days of field training with a supervisor.

We have an existing relationship with Vista Paints, Dunn Edwards Paints and Urban Restoration Products and have established a training program where they will provide training in painting equipment, painting techniques, color matching and solvent use for products provided by them.

After 90 days all employees must be reviewed and go through an additional day of equipment, product and quality control training prior to being taken off probation status.

All Superior's field personnel receive on going training specific to their jobs. Superior provides monthly mandatory training sessions for all personnel. This training includes safety issues as well as specific employment issues, such as sexual harassment issues, employment benefits and polices.

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

Our Field Supervisors and Field Inspectors are provided with the specific requirements and scope of work for Los Angeles County Graffiti Abatement Program.

We monitor these requirements in the field to make sure they are being met and completed in a timely manner. We meet with every employee working on Los Angeles County contracts quarterly to review their understanding and performance in complying with the required scope of work.

Each employee maintains daily logs of all work completed. Our inspectors spot check these logs on a regular basis to determine if the work was completed properly. In addition our field supervisor and or quality control inspectors routinely drive all areas and fill out a Graffiti Inspection Report covering over 15 areas to be inspected in any given area/zone. One of our owners, Larry DeCrona, acts as, Quality Control Officer, and Chris Bruneck, act as the Quality Control Officer, in training. If a corrective action is required then an immediate remedy is decided on and action is taken within 24 hours to correct the problem. All completed documents are reviewed by our Quality Control Team and are then filed for training and future reference.

The attached forms represent a sampling of the forms Superior uses in its program. In many cases the documents are initiated from staff to the inspection officer. The items are reviewed, comments made and necessary actions for correction, if any, initiated. The forms and corrective action are also used in training sessions so that noted items of concern are addressed to the entire staff.

Superior Graffiti Services
Graffiti Inspection Report

To: _____ Area/Zone: _____

Inspector: _____ Date of Inspection: _____

AREAS	EXCELLENT	GOOD	FAIR	COMMENTS
Street Corners/Traffic Poles				
Walls				
Buildings				
Electric Boxes				
Fencing/Gates				
Phone Booth				
Poles				
Light Posts				
Curbs				
Sidewalks				
Signage				
Bathrooms/Parks				
Doors/Windows/Glass				
Flood Channels				
Bike Paths				
Recreational areas				
Vehicle Oversprays				

Corrective Action Required to be completed by date of: _____

Area of Concern: _____

_____

Pressure Washing: _____

Other: _____

Comments/Follow-Up Required: _____

_____

Corrective Action Completion Date: _____

Approved By: _____

File copy after completion and approval

Weekly Vehicle Inspection
(Inspeccion de Vehiculos Semanal)

Inspection Date	
Driver	
Mileage	
License Plate Number	

	Tire Pressure (Presion o peso de llantas)		Gas Cap (Tapadera de gasolina)
	Tire Wear (Llantas Malgastadas)		Mirrors (espejos)
	Brakes (frenos)		Windshield (Parabrisa)
	Oil (Chequear aceite)		Spare Tire & Jack (Llanta de refaccion y gato)
	Coolant (Agua o anti congelante)		Proof of Insurance (Comprobante de aseguransa)
	Transmission Fluid (Aceite de Transmission)		Current Registration (Registracion Vigente)
	Electrical (electrico)		Equipment Oil (Aceite de Maquinaria)
	Battery Water (Bateria)		Equipment Locked (Maquinaria asegurada)
	Head Lights (Luces de enfrente)		Strobe Light (Luz de torreta)
	Tail Lights (Luces de enfrente)	**Problems or Comments (Problemas o Commentarios)**	
	Brake Lights (Luces de frenos)		
	Turn Signal Lights (Luces de senalero)		
	Emergency Flashers (Luces de Emergencia)		
	Windshield Wipers (Limpia parabrisas)		
	Belts/Hoses (Bandas/Mangueras)		
	Radiator (Radiador)		

Complete and fax to office every Friday afternoon

LICENSE

State Of California

Consumer Affairs

CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE

License Number **835687** Entity CORP

Business Name SUPERIOR PROPERTY SERVICES INC

Classification(s) C33 C61/D38

Expiration Date 04/30/2010

Department of Consumer Affairs
Contractors State License Board

Contractor's License Detail - License # 835687

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6). If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
- Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.
- Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
- Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

License Number:	835687 **Extract Date:** 01/17/2009
Business Information:	SUPERIOR PROPERTY SERVICES INC 9129 PERKINS STREET PICO RIVERA, CA 90660 Business Phone Number: (562) 801-9200
Entity:	Corporation
Issue Date:	04/08/2004
Expire Date:	04/30/2010
License Status:	This license is current and active. **All information below should be reviewed.**
Classifications:	CLASS DESCRIPTION C33 PAINTING AND DECORATING D38 SAND AND WATER BLASTING
Bonding:	CONTRACTOR'S BOND This license filed Contractor's Bond number **6333624** in the amount of **$12,500** with the bonding company SURETY COMPANY OF THE PACIFIC. **Effective Date:** 01/01/2007 Contractor's Bonding History BOND OF QUALIFYING INDIVIDUAL 1. The Responsible Managing Officer (RMO) RONALD LEE BRUNECK certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is **not** required. **Effective Date:** 09/19/2006 BQI's Bonding History

This license has workers compensation insurance with the
TOWER SELECT INSURANCE COMPANY

Workers' Compensation:	**Policy Number:** WD8331000408 **Effective Date:** 05/11/2008 **Expire Date:** 05/11/2009 Workers' Compensation History

Miscellaneous Information:

DATE	DESCRIPTION
11/04/2005	CLASS B REMOVED

Personnel listed on this license (current or disassociated) are listed on other licenses.

[redacted] [redacted]

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INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 10/06/08

PRODUCER Yorba Linda Insurance Services, Inc
P.O. Box 661
Yorba Linda, CA 92885-0661
Phone (714)777-8388 Fax (714)777-8389

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

INSURED Superior Property Services, Inc.
17671 Irvine Boulevard Suite 106
Tustin CA 92780

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Mount Vernon Fire Insurance Co.	
INSURER B: Mercury Casulty Company	
INSURER C: Tower Insurance Company	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	☑	GENERAL LIABILITY ☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☑ OCCUR ☑ DEDUCTIBLE $1,000 ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☑ PROJECT ☐ LOC	CL 2301106B	10/01/08	10/01/09	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $5,000 $1,000,000 $2,000,000 $2,000,000
B	☑	AUTOMOBILE LIABILITY ☐ ANY AUTO ☑ ALL OWNED AUTOS ☑ SCHEDULED AUTOS ☑ HIRED AUTOS ☑ NON OWNED AUTOS ☑ DED $1,000 ☐	AC11081351	07/23/08	07/23/09	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
	☐	GARAGE LIABILITY ☐ ANY AUTO ☐				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC / AGG	
	☐	EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE AGGREGATE	
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WD8331000408	05/11/08	05/11/09	☑ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
		OTHER					

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

10 day notice of cancellation for non-payment of prmeium.
Certificate holder is hereby recognized as additional insured per attached endorsement.
All Operations.

CERTIFICATE HOLDER

County of Los Angeles Dept. of Public Works ASD
c/o Mr. Anthony Ford
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
Guy Borak

ACORD 25 (2001/08) QF

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RECORD KEEPING (LW-9)

WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS

INSTRUCTIONS

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

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

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

IDENTIFY EACH RESPONSE BY THE CORRESPONDING QUESTION NUMBER.

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
1. TRACKING HOURS WORKED	
1.1. How does the Proposer track employee hours actually worked?	Each employee maintains a daily time card in addition to logging start, lunch and end with GPS on the cell phone system.
1.2. Where do the Proposer's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite?	Employees report to a central location warehouse; shift starts from this location and travel to work site during their shift.
1.3. If the employees report to a central site with travel to the worksite, when does the Proposer consider the employees' shift to have started? At a central site or upon arrival at the work location?	Shift starts when employss arrives at warehouse and begins work at the central location.

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
2. REPORTING TIME How does the Proposer know employees actually reported to work and at what time? For example, sign-in sheets, computerized check in, call-in system, or some other method?	The onsite Supervisor makes sure all employees properky clock in. In additon we can track their shift start time and location with their GPS cell phone.
3. RECORDS OF ACTUAL TIME WORKED 3.1. What records are created to document the beginning and ending times of employee's actual work shifts? 3.2. What records are maintained by the Proposer of actual time worked? 3.3. Are the records maintained daily or at another interval (indicate the interval)? 3.4. Who creates these records (e.g., employee, supervisor, or office staff)? 3.5. Who checks the records, and what are they checking for? 3.6. What happens to these records? 3.7. Are they used as a source document to create Proposer's payroll? 3.8. **ATTACH ACTUAL COPIES OF THESE RECORDS (Please blank out any personal information).**	Time cards, plus computerized time sheets from GPS System. Same as above. Daily records are maintained. Records are created by Employee and GPS reports are created by office staff. Supervisor checks time cards for accuracy and Office Manager checks time cards for completeness and accuracy. Cards are also compared to GPS reports. Any issues found are brought to the employees attention and corrected. Records are then filed. 3.7 - Yes.

Location Details for 'Leon, Martin' between 19-Jan-09 5:00 AM and 19-Jan-09 2:59 PM.

[redacted]

2:56 PM	34.048176/ -118.20225		1 West	Auto Real Time	--	80.8	--
2:51 PM	34.0454/ -118.208607		22 North East	Auto Real Time	--	80.4	--
2:46 PM	34.03704/ -118.214111		1 East	Auto Real Time	5 (5)	79.7	--
2:41 PM	34.036952/ -118.214068	--	--	Auto Real Time	0 (5)	79.7	--
2:36 PM	34.037523/ -118.21394		7 South East	Auto Real Time	--	79.7	--
2:31 PM	34.026571/ -118.207316		0 North	Auto Real Time	--	78.8	--
2:26 PM	34.014712/ -118.168308		51 North West	Auto Real Time	--	76.5	--
2:21 PM	33.975435/ -118.124554		47 North	Auto Real Time	--	72.8	--
2:16 PM	33.9702/ -118.101503		0 North	Auto Real Time	5 (5)	71.4	--
2:11 PM	33.970811/ -118.101908		0 North	Auto Real Time	0 (5)	71.4	--
2:09 PM	33.971723/ -118.101247		0 North	Shift End	7 (7)	71.3	9150 Perkins St, Pico Rivera, CA, 90660
2:06 PM	33.972408/ -118.101119	--	--	Auto Real Time	5 (7)	71.3	--
2:01 PM	33.972408/ -118.101119	--	--	Auto Real Time	0 (7)	71.3	--
1:56 PM	33.972141/ -118.101204		4 South West	Auto Real Time	--	71.3	--

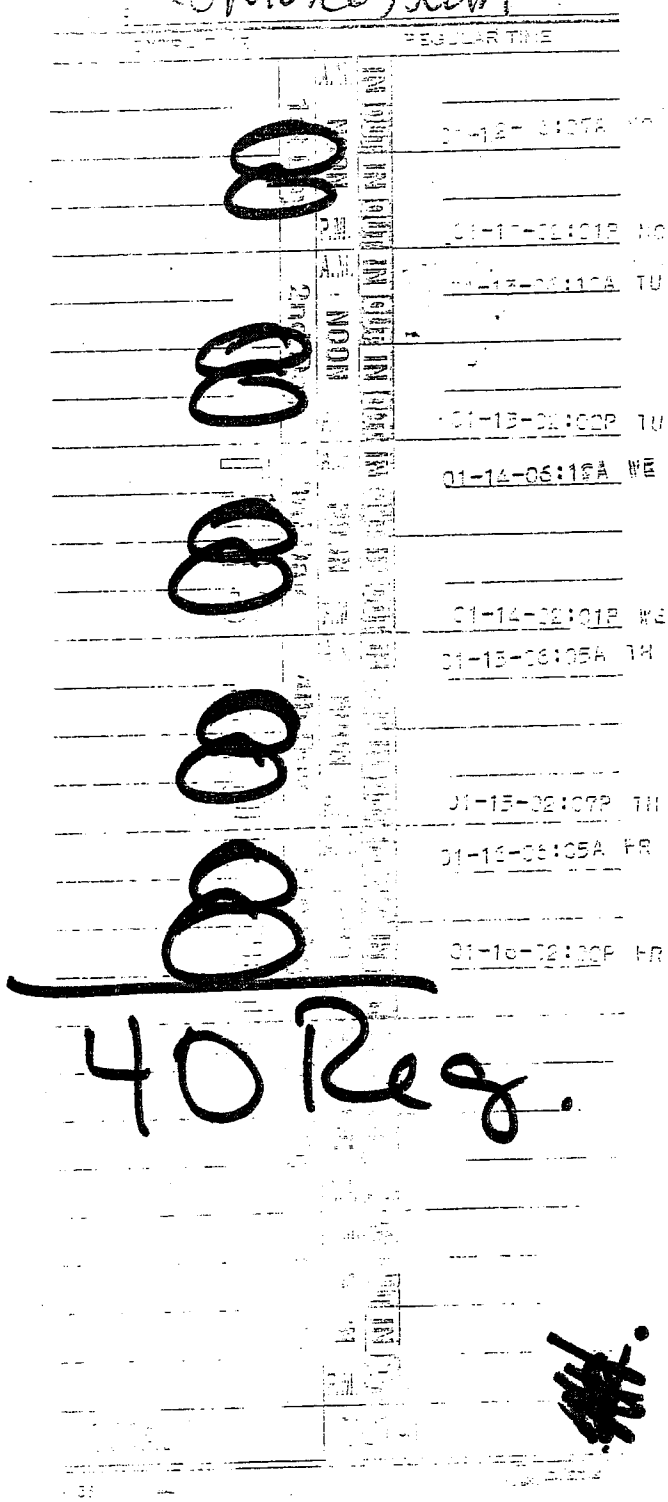
10:50 AM	33.916813/ -118.296234	0	North	Auto Real Time	0 (39)	48 --
10:45 AM	33.916488/ -118.27762	33	West	Auto Real Time	--	47 --
10:45 AM	33.916488/ -118.27762	33	West	Lunch End	--	47 Alley, Willowbrook, CA, 90061
10:40 AM	33.920075/ -118.265375	3	North	Auto Real Time	--	46.2 --
10:35 AM	33.918819/ -118.265268	0	North	Auto Real Time	--	46.1 --
10:30 AM	33.916339/ -118.239348	19	West	Auto Real Time	--	44.6 --
10:25 AM	33.909152/ -118.225098	2	South East	Auto Real Time	4 (4)	43.7 --
10:20 AM	33.909131/ -118.225098	0	North	Auto Real Time	0 (4)	43.7 --
10:15 AM	33.909077/ -118.224927	17	South	Auto Real Time	--	43.7 --
10:10 AM	33.931672/ -118.230783	0	North	Auto Real Time	--	42.1 --
10:05 AM	33.931747/ -118.228159	2	North	Auto Real Time	10 (10)	41.9 --
10:04 AM	33.931605/ -118.228276	0	North East	Lunch Start	8 (10)	41.9 11395 Watts Ave, LOS ANGELES, CA, 90059
10:00 AM	33.931576/ -118.22834	0	North	Auto Real Time	5 (10)	41.9 --
9:55 AM	33.931565/ -118.228159	1	South East	Auto Real Time	0 (10)	41.9 --
9:50 AM	33.931659/ -118.228276	4	South West	Auto Real Time	--	41.9 --
9:45 AM	33.93176/ -118.228319	1	West	Auto Real Time	20 (20)	41.9 --
9:40 AM	33.931765/ -118.228362	0	North	Auto Real Time	15 (20)	41.9 --

6:35 AM	34.001064/ -118.09202	--	--		Auto Real Time	10 (14)	21.5	--
6:30 AM	33.972408/ -118.101119	--	--		Auto Real Time	4 (14)	21.5	--
6:25 AM	33.972408/ -118.101119	--	--		Auto Real Time	0 (14)	21.5	--
6:20 AM	33.972171/ -118.101204		6	South West	Auto Real Time	--	21.5	--
6:15 AM	33.972379/ -118.101247		0	North	Auto Real Time	15 (15)	21.5	--
6:10 AM	33.972205/ -118.101162		2	North	Auto Real Time	10 (15)	21.5	--
6:05 AM	33.972117/ -118.101247		0	North	Auto Real Time	5 (15)	21.5	--
6:01 AM	33.972117/ -118.101076		0	North	Shift Start	1 (15)	21.5	--
6:00 AM	33.972117/ -118.101076		0	North	Auto Real Time	0 (15)	21.5	--
5:55 AM	33.975243/ -118.123711		9	North East	Auto Real Time	--	20.1	--
5:50 AM	33.999736/ -118.148927		49	South East	Auto Real Time	--	17.9	--
5:45 AM	34.037213/ -118.213898		0	North	Auto Real Time	--	13.4	--
5:40 AM	34.041125/ -118.206644		22	South West	Auto Real Time	--	12.9	--
5:35 AM	34.04856/ -118.20418		3	North East	Auto Real Time	--	12.3	--
5:30 AM	34.026571/ -118.250506		64	South East	Auto Real Time	--	9.3	--
5:25 AM	34.037952/ -118.279018	--	--		Auto Real Time	--	7.5	--
5:20 AM	34.028037/ -118.386399		2	South West	Auto Real Time	--	1.3	--
5:15 AM	34.02496/ -118.37809		0	North	Auto Real Time	--	0.8	--

9149 Perkins St,
Pico Rivera, CA,
90660

Romero, Ivan

RCM



40 Reg.

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
4. OTHER RECORDS USED TO CREATE PAYROLL (IF ANY) 4.1. If records of actual time worked are not used to create payroll, what is the source document that is used? 4.2. Who prepares and who checks the source document? 4.3. Does the employee sign it? 4.4. Who approves the source document, and what do they compare it with prior to approving it?	NONE Office Manger Employee signs the card prior to payroll Same as 3.5
5. BREAKS 5.1. How does the Proposer know that employees take mandated breaks and meal breaks (periods)? 5.2. Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred? 5.3. If so, who prepares, reviews, and approves such documentation?	Meal breaks are paid and employee logs their break time into the GPS cell phone, which can be verified in real time. Yes, we maintain the GPS log sheets. Office Manager

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
6. HOW PAYROLL IS PREPARED	
6.1. Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid.	Office manager enters payroll informatiom from time cards into our Quickbooks Payroll system. Quickbooks prepares our payroll checks and automatically adjusted.
6.2. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)?	Employees are issued a payroll check prepared by Quickbooks Payroll Service. We then print the checks in our office.
6.3. If by check, do they receive a single check for straight time and overtime or are separate payments made?	Single checks are made for all sums owed to Employee.
6.4. What information is provided on the check (e.g., deductions for taxes, etc.)?	Sample attached. All items are listed.
6.5. **ATTACH A COPY OF A PAY CHECK AND PAY CHECK STUB THAT SHOWS DEDUCTION CATEGORIES (COVER UP OR BLOCK OUT BANK ACCOUNT INFORMATION AND ANY EMPLOYEE INFORMATION).**	

SUPERIOR PROPERTY SERVICES, INC.
1415 E. MCFADDEN AVE., SUITE D
SANTA ANA, CA 92705

ORANGE , CA 92867
90-4317-1222

11/1/2007

PAY TO THE ORDER OF Roberto Murillo Cazares $ **879.67

Eight Hundred Seventy-Nine and 67/100********** DOLLA

Roberto Murillo Cazares

90-7071/0960

MEMO Pay Period: 10/11/2007 - 10/25/2007

⑈013963⑈ ⑆

SUPERIOR PROPERTY SERVICES, INC.

1396

Employee
Roberto M. Cazares,

SSN	Status (Fed/State)	Allowances/Extra
***-**-1285	Married/Married (one income)	Fed-1/0/CA-1/0
Pay Period: 10/11/2007 - 10/25/2007		Pay Date: 11/01/2007

Earnings and Hours	Qty	Rate	Current	YTD Amount
Salary			26.88	156.66
Hourly Rate	88.00	11.00	968.00	18,799.00
Overtime Rate	2.00	16.50	33.00	5,065.52
Sick Hourly Rate				121.00
Vacation Hourly Rate				264.00
			1,027.88	24,406.18

Taxes	Current	YTD Amount
Federal Withholding	-55.00	-1,628.00
Social Security Employee	-63.73	-1,513.18
Medicare Employee	-14.90	-353.89
CA - Withholding	-8.41	-252.52
CA - Disability Employee	-6.17	-146.44
	-148.21	-3,894.03

Adjustments to Net Pay	Current	YTD Amount
Reimbursement - Other		27.99
Net Pay	879.67	20,540.14

Paid Time Off	YTD Used	Available
Sick	11.00	21.00
Vacation	24.00	16.00

Superior Property Services, Inc., 1415 E. McFadden Avenue, Suite #D, Santa Ana, CA 92705 (714 285-1200

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
7. MANUAL PAYROLL SYSTEM 7.1. If the Proposer uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check. 7.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?	N/A We do not use a manual payroll service. Each rate is listed. Hours worked at each rate is determined by the work and agreed to by Employee.
8. AUTOMATED PAYROLL SYSTEM 8.1. If the Proposer uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll. 8.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the automated payroll system calculate total wages paid? 8.3. Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?	Office enters the required payroll information into the Quickbooks Payroll Service program 3 - 5 days prior to the payroll date. Quickbooks uses the information to prepare all payroll and reporting. Same as 7.2 The calculation is embedded.

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
9. TRAVEL TIME	
9.1. How is travel time during an employee's shift paid?	All travel time is paid once employee starts shift.
9.2. At what rate is such travel time paid if the employee has multiple wage rates?	Travel time is paid at base rate or overtime rate, if applicable.
9.3. Discuss how the Proposer calculates the day's wages for each situation described in the following two examples:	
a. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are paid at a different rate than the County's Living Wage rate.	3 hours plus travel to the next location are paid at the LW rate. Shift starts at the next location and travel back to warehouse would be paid at the non-LW rate.
b. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are also paid the County's Living Wage rate.	All work time and travel time would be paid at LW rate.
10. OVERTIME	
10.1. How does the Proposer calculate overtime wages?	Per labor wage board; Overtime is time and half over 8 hours per day or 40 hours per week.
10.2. What if the employee has multiple wage rates?	Rates are weighed and averaged and then the time and a half is applied.

DATED: 1/27/09 PROPOSER'S SIGNATURE:

LIVING WAGE & PAYROLL INFORMATION:

Superior believes it is in everyone's best interest to provide a living wage to our employees. Therefore all employees involved with these L.A. County contracts will receive the benefits of the Living Wage Program.

Currently we offer CIGNA HealthCare Med Plus Plan (policy #CG585), which provide full medical for our employee and dependents at a cost of $2.20 per hour And plus an hourly wage of $9.65 per hour.

Superior complies with all State and Federal labor regulations and record keeping requirements. We currently use Quickbooks Payroll Service for all of our payroll reporting, payroll deposits and payroll checks. Every employee receives a written employee manual and acknowledges that they have read and understand our employee manual. Our manual outlines our payroll policies including the following:

- Superior pays on the 1st & 16th of each month
- Pay period is through the 25th and the 10th of each month
- All employees are provided with cell phones with GPS capability with Xora System which records the time they clock in for their shift and their location at time of shift start and shift end. It also records the location and start and end period of their lunch break.
- All employees must also use time cards provided and clock in and out as a back up system to the Xora system.
- Time cards are to be reviewed and initialed as to correctness prior to the preceding pay period, any discrepancy need to be brought to our attention immediately.
- The time cards are used as the backup document for data input and provided to Quickbooks Payroll Service to generate pay checks
- Each pay check and time card is reviewed and signed by our Vice President and delivered to the employee. Pay checks maybe automatically deposited directly into employees account, mailed, picked up or delivered, per the employee's request.
- Supervisors are to monitor employee's arrival and departures from the work place and accuracy of the time cards.
- All time cards and payroll records are kept for a minimum of 5 years.
- All overtime will be paid on the next pay period at the current pay rate or in the event of multiple pay rates they will receive the rate at which the job is classified at or a blended rate using the higher rate.
- Overtime must be approved by the supervisor, if unapproved overtime has occurred the employee will be paid all requested hours and a written notice of our policy will be given to the employee and his/her payroll file will be documented.

- If an employee has more than one rate of pay, the weighted average of the combined pay rates will be used to determine the overtime rate.
- Employees report to work at the warehouse location they have been assigned to and they return to the same warehouse upon completion of their shift times begin and end when employee has arrived at the warehouse and either begun their tasks or end their required tasks. All travel time after clocked in is included in their normal shift and paid at the rate of the current task. Employees working under a County Living wage Contract will complete a full shift under those terms regardless of his duties. We will not breakup shifts at different rates. If there is a discrepancy in rates the discrepancy will be resolved in the employees favor and at the higher rate of pay.
- Superior shifts are 8 hours with one 15 minute break and ½ hour for lunch. Superior pays regular time for both the break time and lunch time.
- Employee's notify their supervisor of the time and location of their morning break and lunch break.

This portion of the proposal highlights the key areas regarding our employee policies. However, additional policies may exist to insure that we are in compliance with all Local, State and Federal regulations.

Employee Benefits

Eligible employees at Superior are provided a wide range of benefits. A number of the programs (such as Social Security, workers' compensation, state disability, and unemployment insurance) cover all employees in the manner prescribed by law.

Benefits eligibility is dependent upon a variety of factors, including employee classification. Your supervisor can identify the programs for which you are eligible. Details of many of these programs can be found elsewhere in the employee handbook.

The following benefit programs are available to eligible employees:

- Health Insurance
- Holidays
- Personal/Sick Leave Benefits
- Vacation Benefits

Some benefit programs require contributions from employees, but most are fully paid by Superior.

Vacation Benefits

Vacation time off with pay is available to eligible employees to provide opportunities for rest relaxation, and personal pursuits. Employees in the following employment classification(s) are eligible to earn and use vacation time as described in this policy:

- Regular full-time employees

The amount of paid vacation time employees receive each year increases with the length o their employment as shown in the following schedule:

- After 1 year of eligible service the employee is entitled to 5 vacation days each year.
- After 3 years of eligible service the employee is entitled to 7 vacation days each year.
- After 5 years of eligible service the employee is entitled to 10 vacation days each year.

The length of eligible service is calculated on the basis of a "benefit year." This is the 12-month period that begins when the employee starts to earn vacation time. An employee's benefit year may be extended for any significant leave of absence.

Once employees enter an eligible employment classification, they begin to earn paid vacation time according to the schedule. Earned vacation time is available for use in the year following its accrual.

Paid vacation time can be used in minimum increments of one day. To take vacation, employees must request advance approval at least two weeks prior to their requested vacation start date to the office manager. Requests will be reviewed based on a number of factors, including business needs and staffing requirements. In most cases no more than 5 consecutive days of vacation will be granted at one time.

Vacation time off is paid at the employee's base pay rate at the time of vacation. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials.

As stated above, employees are encouraged to use available paid vacation time for rest, relaxation, and personal pursuits. In the event that available vacation is not used by the end of the benefit year, employees will forfeit the unused time.

Upon termination of employment, employees will be paid for unused vacation time that has been earned through the last day of work for that year.

Holidays

Superior will grant holiday time off to all employees on the holidays listed below:

- New Year's Day (January 1)
- Good Friday (Friday before Easter) Half day off
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Thanksgiving (fourth Thursday in November)
- Christmas (December 25)

Superior will grant paid holiday time off to all eligible employees who have completed 90 calendar days of service in an eligible employment classification. Holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day. Eligible employee classification(s):

- Regular full-time employees

To be eligible for holiday pay, employees must work the last scheduled day immediately proceeding and the first scheduled day immediately following the holiday.

A recognized holiday that falls on a Saturday will be observed on the proceeding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday. In all cases if the legal holiday falls on a weekend it will be observed on the Federal legal holiday set by U.S. government offices.

If a recognized holiday falls during an eligible employee's paid absence (e.g., vacation, sick leave), the employee will be ineligible for holiday pay.

If eligible nonexempt employees work on a recognized holiday, they will receive wages at their straight-time rate for the hours worked on the holiday and be given an additional day off.

Worker's Compensation Insurance

Superior provides a comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

Employees who sustain work-related injuries or illnesses should inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible.

Neither Superior nor the insurance carrier will be liable for the payment of workers compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by Superior.

Sick Leave Benefits

Superior provides paid personal/sick leave benefits to all eligible employees for periods of temporary absence due to illnesses or injuries. Eligible employee classification(s):

- Regular full-time employees

Eligible employees will accrue personal/sick leave benefits at the rate of 3 days per year (.25 of a day for every full month of service). Sick leave benefits are calculated on the basis of a "benefit year," the 12-month period that begins when the employee starts to earn sick leave benefits.

Employees can request use of paid personal/sick leave after completing a waiting period of 90 calendar days from the date they become eligible to accrue personal/sick leave benefits. Paid personal/sick leave can be used in minimum increments of one day. Eligible employees may use personal/sick leave benefits for an absence due to their own illness or injury or that of a family member who resides in the employee's household.

Employees who are unable to report to work due to illness or injury should notify their direct supervisor before the scheduled start of their workday if possible. The direct supervisor must also be contracted on each additional day of absence.

Personal/Sick leave benefits will be calculated on the employee's base rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials.

Health Insurance

Superior's health insurance plan provides employees and their dependants access to medical insurance benefits. Employees in the following employment classifications are eligible to participate in the health insurance plan:

- Regular full-time employees

Eligible employees may participate in the health insurance plan subject to all terms and conditions of the agreement between Superior and insurance carrier. Superior agrees to pay for one-half of the cost of all employees after a ninety day waiting period. The cost of dependent coverage is the responsibility of each employee. Insurance will be deducted from employees paychecks.

Details of the health insurance plan are described in the Summary Plan Description (SPD). An SPD and information on cost of coverage will be provided in advance of enrollment to eligible employees. Contact the Office Manager for more information about health insurance benefits.

Transporting Workers & Materials

Superior has established satellite warehouses located centrally to our graffiti abatement contracts. Employees would be required to report to directly to the assigned warehouse before beginning their shift to check out their vehicles, equipment, supplies, work orders and instructions to begin their shift. At the end of their shift, they would return to the warehouse so all equipment can be cleaned and serviced and available for the next day's schedule. Our own in-house maintenance staff services all trucks.

All employees are required to clock in (secured time clocks are on site) prior to beginning shift and at the end of each shift. Time cards are maintained in our corporate office. Supervisors are required to oversee each morning shift and insure that all inventory and equipment is ready for each crew.

FORMS

FORM PW-1

VERIFICATION OF PROPOSAL

DATE: Jan. 28 , 2009 | **THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:**

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

2. NAME OF SERVICE: Graffiti Abatement Services

DECLARANT INFORMATION

3. NAME OF DECLARANT: Larry DeCrona

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

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

PROPOSER INFORMATION

6. Proposer's full legal name: Superior Property Services, Inc. | Telephone No.: (562) 801-9200

Address: 9129 Perkins St., Pico Rivera, CA 90660 | Fax No.: (562) 801-9230

e-mail: Larry@4superior.com | County WebVen No.: 51739001 | IRS No.: 33-072-3535 | Business License No.: 0174570

7. Proposer's fictitious business name(s) or dba(s) (if any):

County(s) of Registration: | State: | Year(s) became DBA:

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: 9129 Perkins St., Pico Rivera, CA 90660; State of incorporation: California; Year incorporated: 1995
- ☐ 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) Larry DeCrona	Title President	Phone (562) 801-9200	Fax (562) 801-9230
Street 9129 Perkins St.	City Pico Rivera	State California	Zip 92660
Name(s) Ron Bruneck	Title Vice President	Phone (562) 801-9200	Fax (562) 801-9230
Street 9129 Perkins St.	City Pico Rivera	State California	Zip 92660

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): _____ Year of name change: _____.
Name(s): _____ 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 and all representation contained in this proposal on my personal knowledge;
OR
☑ (b) I am making these representations all representation contained in this proposal based on information and belief that they are true.

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

Signature of Proposer or Authorized Agent: _____ Date: 1/27/09

Type name and title: Larry DeCrona, President

FORM PW-2.2

SCHEDULE OF PRICES

FOR

ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES – ZONE 2E (2008-PA058)

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

DESCRIPTION	PRICE PER MONTH	ANNUAL PRICE (PRICE PER MONTH X 12)
Zero-Tolerance Graffiti Abatement Services – Zone 2E	$6,810.00	$81.720.00

LEGAL NAME OF PROPOSER: Superior Property Services, Inc.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL: [signature]		
TITLE OF AUTHORIZED PERSON: President		
DATE: 1/27/09	STATE CONTRACTOR'S LICENSE NUMBER: 835687	LICENSE TYPE: C33/D38
PROPOSER'S ADDRESS: 9129 Perkins St., Pico Rivera, CA 90660		
PHONE: (562) 801-9200	FACSIMILE: (562) 801-9230	E-MAIL: Larry@4superior.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:	Superior Property Services, Inc.		
Company Address:	9129 Perkins St.		
City:	Pico Rivera	State: CA	Zip Code: 90660
Telephone Number:	(562) 801-9200		
(Type of Goods or Services):	Graffiti Abatement Services		

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

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

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

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

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

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

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

Part II: Certification of Compliance

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

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

Print Name: Larry DeCrona	Title: President
Signature: Larry DeCrona	Date: 1/27/09

FORM PW-4

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: Graffiti Abatement Services
SERVICE BY PROPOSER Graffiti Abatement Services
PROPOSAL DATE: January 28, 2009

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

	2003	2004	2005	2006	2007	Total	Current Year to Date
1. Number of contracts.	65	70	40	50	55	280	50
2. Total dollar amount of Contracts (in thousands of dollars).	700	900	525	1.4 Mill.	1.8 Mill.	3.8 Mill.	1.5 Mill.
3. Number of fatalities.	0	0	0	0	0	0	0
4. Number of lost workday cases.	0	0	0	1	0	1	0
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.	0	0	0	0	0	0	0
6. Number of lost workdays.	0	2	0	2	0	4	0

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

Superior Property Services, Inc.
Name of Proposer or Authorized Agent (print)

Signature

1/27/09
Date

FORM PW-5

CONFLICT OF INTEREST CERTIFICATION

I, Larry DeCrona

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

of Superior Property Services, Inc.
Name of proposer

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

> **Contracts Prohibited**. A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.
>
> 1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
>
> 2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
>
> 3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
>
> (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
>
> (b) Participated in any way in developing the contract of its service specifications: and
>
> 4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders

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

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

Signed L. DeCrona Date 1/27/09

FORM PW-6

PROPOSER'S REFERENCE LIST

PROPOSED CONTRACT FOR: Graffiti Abatement Services

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

A. COUNTY OF LOS ANGELES AGENCIES

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

SERVICE: Graffiti Abatement	SERVICE DATES: 1997 - Current Fiscal
DEPT/ DISTRICT:	Public Works
CONTACT:	Ari Telias
TELEPHONE:	(626) 458-4062
FAX:	(626) 979-5445
E-MAIL:	Atelias@dpw.lacounty.gov

SERVICE: Graffiti Abatement	SERVICE DATES: 12/2007
DEPT/DISTRICT:	Flood Maintenance Division
CONTACT:	Ron Lacayo, P.E.
TELEPHONE:	(626) 458-4114
FAX:	(626) 458-4150
E-MAIL:	rlacayo@ladpw.org

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

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

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: Graffiti Abatement	SERVICE DATES: 2006 - Current Fiscal
AGENCY/ FIRM:	City of West Covina
ADDRESS:	1444 W. Garvey Ave. West Covina
CONTACT:	Brad Smith
TELEPHONE:	(626) 523-4028 or (626) 939-8729
FAX:	
E-MAIL:	brad.smith@wcpd.org

SERVICE: Graffiti Abatement	SERVICE DATES: 2001- Current Fiscal
AGENCY/ FIRM:	County of Orange
ADDRESS:	1143 E. Fruit St., Santa Ana
CONTACT:	Norman Hamaker
TELEPHONE:	(714) 567-7750
FAX:	
E-MAIL:	normanhamaker@rdmd.ocgov.com

SERVICE: Graffiti Abatement	SERVICE DATES: 2006 - Current Fiscal
AGENCY/ FIRM:	City of Colton
ADDRESS:	160 S. 10th St., Colton
CONTACT:	Maritza Tapia
TELEPHONE:	(909) 370-5065
FAX:	(909) 370-6104
E-MAIL:	mtapia@ci.colton.ca.us

SERVICE: Graffiti Abatement	SERVICE DATES: 2008- Current Fiscal
AGENCY/ FIRM:	County of Orange
ADDRESS:	1750 S. Douglass Rd., Anaheim
CONTACT:	Jeff W. McDonald
TELEPHONE:	(714) 567-6208
FAX:	(714) 567-6340
E-MAIL:	Jeff.McDonald@rdmd.ocgov.com

FORM PW-7

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name	Superior Property Services, Inc.
Address	9129 Perkins St., Pico Rivera, CA 90660
Internal Revenue Service Employer Identification Number	33-072-3535

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

1.	The proposer has a written policy statement prohibiting any discrimination in all phases of employment.	☑ 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	Superior Property Services, Inc.	
Authorized representative	Larry DeCrona, President	
Signature	LE DeCrona	Date 1/27/09

FORM PW-9

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

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

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

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

☑ As Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission, I request this proposal/bid be considered for the Local SBE Preference.

☑ Attached is a copy of Local SBE certification issued by the County.

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

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☑ Corporation ☐ Nonprofit ☐ Franchise

☐ Other (Please Specify):

Total Number of Employees (including owners): 38

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

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino		2	2	1	22	10
Asian or Pacific Islander						
American Indian						
Filipino						
White						

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

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	98 %
Women	%	2 %	%	%	%	%

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

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

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

Authorized Signature:	Title:	Date:
	President	1/27/09

COUNTY OF LOS ANGELES
OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 780
Los Angeles, California 90012
(877) 669-CBES / FAX (626) 457-3112
TDD (626) 293-5708
Website: http://oaac.co.la.ca.us

Address all correspondence to:
CONTRACT COMPLIANCE
1000 S. Fremont Avenue
Building A-9 East, 1st Floor
Mail: Unit #24
Alhambra, CA 91803-8862

Dennis A. Tafoya
Director

January 12, 2009

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

Vendor #: 51739001

Dear LARRY DECRONA:

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 January 31, 2010 .

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

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

Again, congratulations on your certification. If you have any questions regarding the Local SBE Program, visit our website at http://oaac.co.la.ca.us/SBEMain.htm or call the Local SBE Customer Service at (877) 669-CBES.

Sincerely,

DENNIS A. TAFOYA
DIRECTOR

ROBERT VALDEZ
Senior Deputy Compliance Officer

DAT:OLS

FORM PW-10

GAIN and GROW EMPLOYMENT COMMITMENT

The undersigned:

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

OR

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

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

Signature [signature]	Title President
Firm Name Superior Property Services, Inc.	Date 1/27/09

FORM PW-11

TRANSMITTAL FORM TO REQUEST AN RFP SOLICITATION REQUIREMENTS REVIEW

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

Proposer Name:	Date of Request:
Project Title.	Project No.

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

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

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

N/A

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

Request submitted by:

(Name) *(Title)*

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released: _____

Reviewed by:

Results of Review - Comments:

Date Response sent to Proposer: _____

FORM PW-12

CHARITABLE CONTRIBUTIONS CERTIFICATION

Superior Property Services, Inc.
Company Name

9129 Perkins St., Picvo Rivera, CA 90660
Address

33-072-3535
Internal Revenue Service Employer Identification Number

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

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

CERTIFICATION	YES	NO
Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision or Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.	(✓)	( )
OR		
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

1/27/09
Date

Larry DeCrona, President
Name and Title (please type or print)

FORM PW-13

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

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

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

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

☐ My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for three years *(attach IRS Determination Letter)*;

☐ I have submitted my three most recent annual tax returns with my application;

☐ I have been in operation for at least one year providing transitional job and related supportive services to program participants; and

☐ I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

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

PRINT NAME: Larry DeCrona	TITLE: President
SIGNATURE: Larry DeCrona	DATE: 1/27/09

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	*APPROVED*	*DISAPPROVED*	*DATE*

FORM PW-14

PROPOSER'S LIST OF TERMINATED CONTRACTS

PROPOSER'S NAME: Superior Property Services, Inc.

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

Proposer must list all contracts that have been terminated within the past three years. Terminated contracts are those contracts terminated by an agency or firm before the contract's expiration date.

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

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

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

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

SIGNATURE Hector M Orona **DATE:** 1/27/09

FORM PW-15

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: _____

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

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

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

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

_____

_____

_____

_____

_____

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

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

_____

_____

_____

_____

_____

Signature of Proposer: _____ **Date:** 1/27/09

FORM LW-2

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION

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

Company Name:			
Company Address:			
City:	State:	Zip Code:	
Telephone Number:	Facsimile Number:	Email Address:	
Awarding Department:		Contract Term:	
Type of Service:			
Contract Dollar Amount:		Contract Number (if any):	

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

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

N/A

FORM LW-2 - APPLICATION FOR EXEMPTION (continued)

☐ My business is subject to a bona fide Collective Bargaining Agreement ***(you must attach the agreement)***; **AND**

☐ the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; **OR**

☐ the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business - Collective Bargaining Agreement):

_____

_____

_____

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

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

Additional Information

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

☐ **Either the contractor or the employees' collective bargaining unit have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

Health Plan Company Name(s): _____

Company Insurance Group Number(s): _____

Health Premium Amount Paid by Employer: _____

Health Premium Amount Paid by Employee: _____

Health Benefit(s) Payment Schedule:

☐ Monthly ☐ Quarterly ☐ Bi-Annual

☐ Annually ☐ Other (Specify): _____

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

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.

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

☐ I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than **$11.84 per hour** per employee.

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

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

Health Plan(s): Cigna Health Care

Company Insurance Group Number: 610449

Health Benefit(s) Payment Schedule:

☑ Monthly ☐ Quarterly ☐ Bi-Annual

☐ Annually ☐ Other: _____ (Specify)

PLEASE PRINT COMPANY NAME: Superior Property Services, Inc.	
I declare under penalty of perjury under the laws of the State of California that the above information is true and correct:	
SIGNATURE: [signature]	DATE: 1/27/09
PLEASE PRINT NAME: Larry DeCrona	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.

DE McCrona
Owner's/Agent's Authorized Signature

Larry DeCrona, President
Print Name and Title

Superior Property Services, Inc.
Print Name of Firm

1/27/09
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: Superior Property Services, Inc.	Print Name of Owner: Larry DeCrona, President
Print Address of Firm: 9129 Perkins St.	Owner's/AGENT's Authorized Signature:
City, State, Zip Code Pico Rivera, CA 90660	Print Name and Title: Larry DeCrona, President

Public Entity Name	Labor Commissioner, State of California	
Public Entity Address:	**Street Address:**	28 Civic Center Plaza, Room 625
	City, State, Zip:	Santa Ana, CA 92701
Case Number/Date Claim Opened:	**Case Number:**	- 18-64133 BB
	Date Claim Opened:	11/02/2005
Name and Address of Claimant:	**Name:**	Fernando Garcia
	Street Address:	1001 W. Stevens Ave., Apt. 167
	City, State, Zip:	Santa Ana, CA 92707
Description of Work: (e.g., Janitorial)	Janitorial	
Description of Allegation and/or Violation:	Unpaid wages, overtime during the period 08/11/02 to 8/25/05	
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	Full Settlement prior to determination	

✓ Additional Pages are attached for a total of 2 pages.

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: Superior Property Services, Inc.	Print Name of Owner: Larry DeCrona, President
Print Address of Firm: 9129 Perkins St.	Owner's/AGENT's Authorized Signature:
City, State, Zip Code Pico Rivera, CA 90660	Print Name and Title: Larry DeCrona, President

Public Entity Name	Labor Commissioner, State of California
Public Entity Address:	**Street Address:** 28 Civic Center Plaza, Room 625
	City, State, Zip: Santa Ana, CA 92701
Case Number/Date Claim Opened:	**Case Number:** - 18-64151 BB
	Date Claim Opened: 11/08/2005
Name and Address of Claimant:	**Name:** Celia Garcia
	Street Address: 1001 W. Stevens Ave., Apt. 167
	City, State, Zip: Santa Ana, CA 92707
Description of Work: (e.g., Janitorial)	Janitorial
Description of Allegation and/or Violation:	Unpaid wages, overtime during the period 10/20/02 to 7/09/05
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	Full Settlement prior to determination

✓ Additional Pages are attached for a total of 2 pages.

Superior Property Services, Inc.

May 15, 2006

Fernando and Celia Garcia
1001 W. Stevens Ave., Apt. 167
Santa Ana, CA 92707

Fernando and Celia,

Obviously we were very surprised and disappointed in receiving your claim for additional compensation. Superior went out of our way to treat both of you and your family fairly. It is unfortunate that after all the years of service it had to come to this.

We have reviewed the information that you provided to the Labor Board in your complaint. We have found numerous errors and incorrect information. We have obtained security logs from our clients who show times you entered and exited each building. Based on this information we can show, with few exceptions, you did not work over the 40 hour limit per week. However, we do acknowledge that you worked on a few occasions over the limit without receiving the proper over time compensation.

In an interest to resolve this matter and move forward, we are prepared to offer a settlement based on the hours you claim were over the 40 hour work week. Your data shows that Fernando Garcia had extra hours of 948 and Celia had 371 hours for a total of 1,319 hours at the over time rate not paid of $3.50 ($7.00 per hour paid; $3.50 per hour overtime not paid) for a total settlement of $4,616.00.

I have provided some of the information that we have obtained from security logs and a spread sheet which list every check paid to you and all request for extra hours.

If this settlement is acceptable please contact Nancy and we will prepare a release for you to sign and upon execution payment of $4,616.

Sincerely,

Ron Bruneck

1415 E. McFadden Ave., Suite D, Santa Ana, CA 92705

PHONE 714•285•1200 FAX 714•285•1202 WEBSITE www.4superior.com

Superior Property Services, Inc.
1415 E. McFadden Ave., Suite D, Santa Ana, CA 92705

ORANGE COMMUNITY BANK
ORANGE, CA 92867
90-4317-1222

8/22/2006

PAY TO THE ORDER OF Celia Garcia $ **1,500.00

One Thousand Five Hundred and 00/100********** DOLLARS

Celia Garcia
1001 W. Stevens Ave.
Apt. 167
Santa Ana, CA 92707

MEMO

⑈003562⑈ ⑆122243172⑆ 20120005564⑈

SUPERIOR PROPERTY SERVICES, INC.

Celia Garcia 8/22/2006 3562

Full settlement of all Labor/Wage claims 1,500.00

RECEIVED
8/23/06
DATE

1:49PM
TIME

Orange Community B 1,500.00

Superior Property Services, Inc.
1415 E. McFadden Ave., Suite D, Santa Ana, CA 92705

ORANGE COMMUNITY BANK
ORANGE, CA 92867
90-4317-1222

8/22/2006

PAY TO THE ORDER OF Fernando Garcia $ **3,000.00

Three Thousand and 00/100********** DOLLAR

Fernando Garcia
1001 W. Stevens St., 167
Santa Ana, CA 92704

MEMO

⑈003561⑈ ⑆122243172⑆ 20120005564⑈

SUPERIOR PROPERTY SERVICES, INC.

Fernando Garcia 356

	8/22/2006	
Full settlement of all Labor/Wage claims		3,000.00

RECEIVED
8/23/06
DATE
1:49 pm
TIME

Celia - received on behalf of Fernando

Orange Community B 3,000.00

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: Superior Property Services, Inc.

Name of Proposer's Health Plan: Cigna Health Care Date: January 28, 2009

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

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

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

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

Under this health plan, a full time employee:

☑ Becomes eligible for health insurance coverage after 1 days of employment.

☑ Is defined as an employee who is employed more than 40 hours per week.

OTHER BENEFITS:

A.NUMBER OF PAID SICK DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 3 DAYS.

B.NUMBER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 3 DAYS.

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

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

E.NUMBER OF PAID HOLIDAYS PER YEAR IS 6 DAYS.

MedPlus Plan

Uniquely designed, Med Plus is an ideal solution for government contractors. Med Plus qualifies as a "bona fide" fringe benefit and is designed to meet the wage determination. The plan insures hourly employees at one low cost without health questions or doctor statements.

Med Plus is truly an affordable way to provide valuable benefits to all your hourly employees.

Med Plus is a collection of:

- Medical
- Accident
- Vision Care
- Prescription Drug
- Dental

benefits that provide the employee with first dollar coverage. This means that they do **not** have to satisfy a deductible prior to receiving their medical benefits.

Med Plus is insured by CIGNA (Connecticut General Life Insurance Company), a recognized leader in the health insurance industry. Med Plus is administered by Contractors Employee Benefits Administration, Inc., a third-party administrative company specializing in the administration of employer paid benefit plans.

How the Med Plus Plan Works

The Med Plus Plan ("The Plan") has specified benefit levels for each type of service. There are NO lifetime benefit maximums. For some services, the employee may be responsible for only a copay. For others, they may have no out-of-pocket expenses at all, while for other types of services, they will be responsible for the balance of charges after benefits are paid.

Med Plus is designed to provide coverage for your employees and their eligible dependents. The Plan has three different Classes of Benefits. Under each Class of Benefits, your employees and their eligible dependents will receive all of the benefits shown above. The Class of Benefits for which an employee is eligible determines the amount that will be paid for each covered benefit. The Class of Benefits that an employee receives under this Plan is based on the number of hours the employee accumulates in each qualifying month. If your employees' hours fluctuate from month to month, so will their level of benefits. For example, if an employee works 100 hours the first month, the employee will qualify for Class II benefits the following month. However, if that same employee works 160 hours the next month the employee will have Class III benefits in the following month.

Access to quality care —

CIGNA's broad network of physicians and facilities must meet CIGNA's tough standards before participating in the CIGNA network, helping ensure your employees have access to quality care.

The advantages of using a CIGNA participating provider —

Med Plus gives the employee the freedom to select the provider of their choice. However, if they chose a CIGNA participating provider they will benefit from discounted charges, resulting in lower out-of-pocket expenses.

They will continue to receive the network discounts even if they have exhausted their calendar benefit maximums.

Med Plus —

a health care solution that can meet your needs for cost efficiency, quality and simplicity.

CIGNA® HealthCare Med Plus Plan

Family
Per Person

Plan Features	Hours Paid Per Month Class I 1-90	Class II 91-130	Class III 131 or more
Medical Outpatient			
Physician Office Visit	$365	$600	$1,000
Copayment	$10	$10	$10
X-Ray / Lab Benefit	$365	$540	$720
Outpatient Wellness Benefit	$200	$200	$200
Copayment	$10	$10	$10
Outpatient Surgical Facility Benefit			
Maximum Benefit per Surgical Occurrence	$520	$695	$875
Outpatient Emergency Room Benefit			
Maximum Per Visit	$125	$125	$125
Annual Number of Visits	2	2	2
Prescription Drug Benefit	$390	$600	$1,000
Copayment (Generic)	$10	$10	$10
Copayment (Brand)	$20	$20	$20
Prescription Discount	Included	Included	Included
Oral Contraceptives	Included	Included	Included
Medical Inpatient			
Hospital Room and Board Benefit			
Daily Benefit (up to 30 days per confinement)	$520	$695	$875
Inpatient Doctor Visit			
Per Confinement Maximum	$1,500	$1,800	$2,100
Per Visit Benefit	$50	$60	$70
Inpatient Routine Newborn Nursery Care			
Daily Benefit Maximum (up to 30 days)	$250	$250	$250

06/11/07
Superior Property Services
MPP-H-FAM $2.20
100% Employer Paid

CIGNA® HealthCare Med Plus Plan

	Hours Paid Per Month		
	Class I **1-90**	**Class II** **91-130**	**Class III** **131 or more**
Medical Outpatient and Inpatient			
Surgical Benefit			
Maximum Benefit per Surgical Procedure	$4,930	$6,380	$8,120
Number of Surgical Units	17	22	28
Anesthesia Benefit			
Maximum Benefit per Surgical Procedure	20% of Surgical Benefit	20% of Surgical Benefit	20% of Surgical Benefit
Accident Benefit (Per Accident)	$715	$890	$1,070
Benefits Included			
Vision Benefits			
Vision Exam (every 12 months)	$45	$55	$65
Single Lenses (every 24 months)	$55	$65	$75
Contact Lenses (every 24 months)	$55	$65	$75
Bi-focal Lenses (every 24 months)	$80	$90	$100
Frames (every 24 months)	$40	$50	$60
Dental Benefits			
Annual Maximum Employee	$500	$750	$1,000
Annual Maximum Dependent	$250	$375	$500
Annual Deductible	$25	$25	$25
Preventive, Diagnostic and Routine Restorative Care Pays	80% up to the Annual Maximum	80% up to the Annual Maximum	80% up to the Annual Maximum
Major Restorative Care Pays (12 mo. waiting)	50% up to the Annual Maximum	50% up to the Annual Maximum	50% up to the Annual Maximum
24 Hour Nurse Line and Healthy Rewards®	Included	Included	Included

06/11/07
Superior Property Services
MPP-H-FAM $2.20
100% Employer Paid

TERMS AND CONDITIONS

CONFIDENTIAL INFORMATION

The information contained in the following Proposal provided by CIGNA and The Boon Group® is proprietary and highly confidential. It is being provided with the understanding that it will not be used by the entity requesting the proposal to obtain information for a health and welfare benefit plan to be sponsored by such entity ("Plan Sponsor"), and including its benefits consultant or its agents, representatives or employees (collectively "Recipients"), for any purposes other than the evaluation of CIGNA, The Boon Group, and the health and welfare benefits policy or plan in connection with the product or services sought by Plan Sponsor. Dissemination of the information contained herein by Recipients shall be limited to the respective persons who are directly involved in the evaluation process. Under no circumstances is any of the information contained in this Proposal to be used, disseminated, disclosed or otherwise communicated to any other person or entity, including but not limited to other persons or entities providing Plan Sponsor or Recipients with a Proposal for a benefits plan.

CIGNA and THE BOON GROUP

CIGNA companies are providers of employee benefits, health care coverage, and insurance products to businesses and individuals worldwide. "CIGNA" or "CIGNA HealthCare" refers to various operating subsidiaries of CIGNA Corporation. Products and services are provided by these subsidiaries and not by CIGNA Corporation. These subsidiaries include Connecticut General Life Insurance Company, Tel-Drug, Inc. and its affiliates, CIGNA Behavioral Health, Inc., Intracorp and HMO or service company subsidiaries of CIGNA Health Corporation and CIGNA Dental Health, Inc.

The Boon Group, Inc. (The Boon Group®) is the parent holding company of The Boon Insurance Agency, Inc., Foundation Benefits Administrators, Inc., and Contractors Employee Benefits Administration, Inc. (CEBA®). The Boon Group has over 20 years of experience in designing and providing products and services to employers who sponsor health and welfare benefit plans for part-time and hourly employees. Products are marketed through The Boon Insurance Agency, Inc., and administrative services are provided by CEBA and Foundation Benefits Administrators, Inc.

HEALTHY REWARDS PROGRAM

Healthy Rewards® is included as an integral component of the plan. Healthy Rewards is not a covered benefit or an insurance program. Healthy Rewards is separate from plan benefits and the discounts cannot be applied to any co-payment or coinsurance for services covered under the plan.

CONTRACT CAVEATS

This Proposal assumes our standard Trust Participation Agreement will be signed prior to the effective date of insurance coverage. Additional documents that must be signed before coverage will be effective include (a) The Boon Group Fee Disclosure; (b) the Authorized Representative Form; (c) the Disability Services Agreement, if the Plan Sponsor includes disability benefits under the plan; and (d) the COBRA Services Agreement, if the Plan Sponsor elects to have COBRA Services provided by Foundation Benefits Administrators. Until all appropriate documents have been signed by the Plan Sponsor, no collateral materials, including the participants' identification cards or policy certificate books will be provided. Coverage will only become effective after all signed contracts have been received by Contractors Employee Benefits Administration, Inc.

FINANCIAL CAVEATS

Rate guarantees, if any, are valid only if in writing and set forth on the Rate Page issued as part of this Proposal. Rate guarantees, if any, are subject to all terms, conditions, key assumptions, and contingencies herein, as well as to execution by you of final documentation setting forth the terms of the agreement for participation in the coverage offered under the CIGNA insurance policy. This Proposal supersedes any previous oral or written communication between you and CIGNA, The Boon Group®, or any of their agents or representatives with respect to the subject matter of this Proposal.

At CIGNA's option, this Proposal, and any rate, trend, or other guarantees included in agreements arising from this Proposal, shall be void in the event of Federal or State action, affecting our ability to meet our obligations to you, to our insureds or members, or to the CIGNA contracted providers. By way of illustration, such legislative or executive actions which impose controls or requirements that affect: our ability to determine rates; covered medical expenses or service benefits; providers' delivery of care or the fees they charge; or, our contracts with providers, may be deemed to so affect our contractual obligations. Should this happen, we will make a good faith effort to work with you to reach a new agreement that equitably reflects the circumstances as altered by government action.

MedPlus Exclusions & Limitations

The Policy does not cover expenses incurred resulting from:

(a) suicide or any attempt thereat, while sane or insane, or any intentionally self-inflicted injury or Sickness. This exclusion does not apply if the loss is as a result of a Medical Condition or an act of domestic violence;
(b) rest care or rehabilitative care and treatment;
(c) cosmetic surgery or care or treatment solely for cosmetic purposes, or complications there from. This exclusion does not apply to cosmetic surgery resulting from an Accident if performed on a Covered Person within 12 months of the date of the Accident;
(d) the purchase or fitting of hearing aids;
(e) care rendered by a Hospital or facility owned or operated by any agency of the government for service-related conditions. A governmental agency includes City, County, State or Federal Government. No claim will be reduced or denied solely on the ground of confinement in such a Hospital if the Insured is legally required to pay;
(f) charges for immunizations, except as provided by the Child Health Supervision Services Benefit and as shown in the Schedule of Benefits;
(g) voluntary abortion, except with respect to the Insured or covered Dependent spouse:
    (1) where such person's life would be endangered if the fetus were carried to term; or
    (2) where medical complications have arisen from an abortion;
(h) pregnancy of a Dedendent child;
(i) the treatment of mental illness or functional or organic nervous disorder, regardless of cause, except as shown in the Schedule of Benefits;
(j) participation in a riot, civil commotion, civil disobedience, or unlawful assembly. This does not include a loss which occurs while acting in a lawful manner within the scope of authority;
(k) commission of a felony;
(l) participation in a contest of speed in power driven vehicles, parachuting, or hang gliding;
(m) air travel except:
    (1) as a fare paying passenger on a commercial airline on a regularly scheduled route;
    or
    (2) as a passenger for transportation only and not as a pilot or crew member;
(n) intoxication;
(o) alcoholism; except as shown in the Schedule of Benefits;
(p) drug use, unless such drugs were taken on the advice of a Physician and taken as prescribed, except as shown in the schedule of benefits;
(q) sex changes;
(r) blood or blood plasma which is replaced at no charge to the Covered Person;
(s) experimental treatments, drugs or surgery;
(t) the reversal of tubal ligation and vasectomies;
(u) artificial insemination and in-vitro fertilization;
(v) contraceptive materials, devices or medications (except oral contraceptives) or infertility medications, except as otherwise required by law;
(w) treatment of exogenous obesity or weight control;
(x) charges for machines used for exercise or used to control the humidity or purity of the air such as: whirlpool; sauna; swimming pool; air purifiers; and electronic filters;
(y) charges which the Covered Person is not legally required to pay or charges which would not have been made if no coverage had existed;
(z) Accident or Sickness arising out of and in the course of any occupation for compensation, wage or profit. Expenses which are payable under Occupational Disease Law or similar law whether or not application for such benefits has been made; or
(aa) charges for air or ground ambulance service, unless an Ambulance Benefit is shown as applicable on the Schedule of Benefits.

In addition to the Exclusions and Limitations for all coverages, the following expenses are not covered under the Out-Patient Physician Visit Benefit, the Out-Patient X-Ray and Laboratory Benefit, the Supplemental Accident Benefit, and the Out-Patient Prescription Drug Benefit:

(a) any expenses incurred as an in-patient while confined to a Hospital:
(b) charges for routine eye examinations or fitting of glasses;
(c) charges for dental examinations or dental care other than expenses resulting from accidental injury; and
(d) charges which are covered under any other part of this Plan.

In addition to the Exclusion and Limitations for all coverages, the following expenses are not covered under the Dental Care Benefit:

(a) Class B expenses incurred during the first 12 months of coverage, unless the Insured provides proof of the coverage under a prior dental plan. However, credit is available only if the Insured notifies the Employer of such prior coverage, and fewer than 63 days elapse between coverage under the prior plan and coverage under this Plan, exclusive of any waiting period. Credit will be given for each day of coverage under all prior creditable coverage, provided fewer than 63 days elapsed between coverage under any two plans;
(b) replacement of existing dentures or bridgework less than five years old, or for replacement because of loss or theft;
(c) charges for orthodontics, unless shown in the Schedule of Benefits;
(d) charges for services with respect to congenital malformations (other than for a newborn child of the Insured);
(e) charges for dental care which are covered under any other part of this Plan;
(f) charges by anyone other than a Dentist, except for charges for dental prophylaxis performed by a Dental Hygienist, under the supervision and direction of a Dentist;
(g) charges for more than one fluoride treatment, one dental prophylaxis, or one bite-wing x-ray in a six-month period; and
(h) charges for more than one complete mouth x-ray in a two-year period.

In addition to the Exclusions and Limitations for all coverages, the following expenses are not covered under the Vision Care Benefit:

(a) charges for more than one routine eye exam in 12 consecutive months;
(b) charges for more than one pair of eye glasses including lenses and frames, or one pair of contact lenses within 24 consecutive months;
(c) charges for eye glasses or contact lenses not prescribed by an eye doctor;
(d) charges for sunglasses, plain or prescription, safety lenses, or goggles;
(e) charges for radial keratotomy or similar surgery done in treating myopia; and
(f) charges for eye surgery, or vision charges which are covered under any other part of this Plan.

This summary of benefits is intended to provide highlights of the plan. It does not replace or supplement the policy and or certificate booklet.

FORM LW-8.2

COST METHODOLOGY FOR CONTRACT: ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES, ZONE 2E, LENNOZ/ DEL AIRE / BALDWIN HILLS

PROPOSER: SUPERIOR PROPERTY SERVICES, INC.

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				
Graffiti Abatement Crew		8	8	8	8	8		40	2080	9.65	$ 20,072
Graffiti Abatement Crew		8		8		8		24	1248	9.65	$ 12,043
GAC - Pressure Washing			2		2			4	208	9.65	$ 2,007
Supervisor-Quality Control Inspector		1			1			2	104	10.5	$ 1,092
											$
											$

Comments/Notes:		
(4) bonuses	Total Annual Salaries	$ 35,214
	(1) Vacations, Sick Leave, Holiday	$ 2,113
	(2) Health Insurance **	$ 8,008
	(3) Payroll Taxes & Workers' Compensation	$ 9,156
	(4) Welfare and Pension	$ 1,761
	Total Annual Employee Benefits (1+2+3+4)	$ 21,037
	(5) Equipment Costs	$ 5,228
	(6) Service and Supply Costs	$ 8,055
	(7) General and Administrative Costs	$ 3,521
	(8) Profit	$ 8,664
	Total Annual Other Costs (5+6+7+8)	$ 25,468
	TOTAL ANNUAL PRICE	$ 81,720

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

** Living Wage rate shall be at least $11.84 per hour.

*** Minimum cost for health insurance is $2.20/hour if hourly wage rate is between $9.64 and $11.84, unless exemption from Living Wage requirements has been granted by the County.

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

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

SUPERIOR PROP SVC, — Name of Proposer

HARRY DE ARONA, PRES.

Signature

1/27/09 — Date

REFERENCE LETTERS

FRANK J. WILLS
Chief of Police

December 19, 2008

Ron Bruneck
Superior Property Services
9129 Perkins Street
Pico Rivera, CA 90660-4512

Dear Superior Property Services:

Thank you for your graffiti removal service in the City of West Covina over the last few years. The presence of graffiti, in any city, is a direct reflection on the community and how the community deals with crime. The City of West Covina has a zero tolerance towards graffiti and Superior has helped us with this goal.

Besides being very responsive to the needs of the community, you have acted quickly to removing the graffiti from the well-traveled streets as well as in our parks and highly visible public areas.

In the past when an area had to be painted over it often did not match previously painted areas. This was almost like leaving a calling card to taggers to return. With the addition of your custom paint matching systems on your service trucks this will improve your onsite paint matching capabilities. This new system will help in the overall appearance of the community and benefit everyone.

I have also heard you will be going GREEN in a few months with the addition of your new propane pressure washer and full water recovery and recycling units. It sounds like Superior has done their homework to incorporate the latest technology in graffiti removal. This will be an added benefit for the community and the environment.

Your mission of removing graffiti from the City of West Covina is a never-ending task, which is quite challenging to say the least. I commend you, your staff and your standard of excellence in keeping West Covina graffiti free. We believe that you are setting the standards for graffiti removal, keep up the good work.

Sincerely,

FRANK J. WILLS
Chief of Police

1444 West Garvey Avenue South · P.O. Box 2166 · West Covina · CA 91793 · Phone (626) 939-8500 · Fax (626) 939-8679

January 5, 2008

Re: Letter of Support

To whom it may concern,

Superior Property Services has been providing graffiti removal services on a weekend basis to the City of Colton for the past two and half years. In the past three years Superior Property Services has provided satisfactory work. Graffiti is removed within the specified time required by the City and requested work is completed in a timely manner. In addition, Superior Property Services has been responsive to the City needs and any of our requests or concerns.

If you have any further questions please do not hesitate to contact me at (909) 370-5193.

Thank you,

Dennice Raygoza

Dennice Raygoza
Administrative Analyst
Department of Public Works
City of Colton
(909) 370-5065

CIVIC CENTER
650 N. La Cadena Drive
Colton, CA 92324
(909) 370-5099

ORANGE COUNTY
PublicWorks
Our Community. Our Commitment.

Bryan Speegle, Director
300 N. Flower Street
Santa Ana, CA

P.O. Box 4048
Santa Ana, CA 92702-4048

Telephone: (714) 834-2300
Fax: (714) 834-5188

December 17, 2008

To Whom It May Concern:

I am pleased to recommend Superior Graffiti Abatement to anyone considering the use of their services. They have been providing supplemental graffiti abatement services to the County of Orange. Their primary responsibility has been graffiti removal in the County's flood control channels.

It has been a pleasure dealing with the friendly staff of Superior. They are dependable, professional and responsive in meeting all of our requests, including the specifications of our RFP.

Superior has provided quick response, detailed follow-up reports, good communication with my staff, and have been terrific to work with. It is without reservation I provide this letter of recommendation for Superior. If you have any further questions, please feel free to contact my office.

Sincerely,

Eileen DePuy
Manager, Operations & Maintenance/Special Projects

CITY OF CLAREMONT

Community Services Department

1616 Monte Vista Avenue
Claremont, CA 91711-2913
FAX (909) 445-7822
www.ci.claremont.ca.us

Director • (909) 399-5432
Trees • (909) 399-5431
Maintenance • (909) 399-5431
Solid Waste • (909) 399-5431
Oak Park Cemetery • (909) 399-5487

February 20, 2007

Superior Property Services Inc.
Attn: Nancy Hernandez
1415 East McFadden Avenue, Suite D
Santa Ana, CA 92705

Dear Ms. Hernandez,

I just wanted to send you a quick note to let you know how much we appreciated your effort last Friday to get someone into the city to respond to the graffiti located at 144 North Indian Hill Boulevard.

The business owner called us immediately to commend the service that your company provides. If there are any additional expenses associated with this call out, please indicate them on your next invoice.

Once again, thank you for the excellent service.

Sincerely,

Stacey Niemeyer
Management Analyst

LAND USE SERVICES DEPARTMENT

385 North Arrowhead Avenue • San Bernardino, CA 92415-0187
(909) 387-4141 • Fax (909) 387-4288
http://www.sbcounty.gov/landuseservices

COUNTY OF SAN BERNARDINO
PUBLIC AND SUPPORT SERVICES GROUP

MICHAEL E. HAYS
Director

March 7, 2006

To Whom It May Concern:

Since October 2004, the County of San Bernardino Land Use Services Department - Code Enforcement Division has contracted with Superior Property Services to provide graffiti removal in the unincorporated CDBG qualified areas of the Second Supervisorial District.

Superior Property Services has provided the personnel, supplies, and equipment necessary to respond to the County's complaints in this area. They have worked hard to provide the requested services and meet the required response time frames.

Based on this experience I would recommend Superior Property Services for graffiti removal services. If you have further questions or wish to discuss Superior's performance, feel free to call me (909-387-4148).

Sincerely,

Ruth M. Rice, Administrative Supervisor II
County of San Bernardino
Land Use Services Department

LAND USE SERVICES DEPARTMENT

COUNTY OF SAN BERNARDINO
PUBLIC AND SUPPORT
SERVICES GROUP

MICHAEL E. HAYS
Director

CODE ENFORCEMENT DIVISION
385 North Arrowhead Avenue • San Bernardino, CA 92415-0185
(909) 387-4044 • Fax (909) 387-4243

October 27, 2005

To Whom It May Concern:

RE: SUPERIOR PROPERTY SERVICES, INC

Please be informed that CodeEnforcement Division has been contracting with this company for grafitti removal services. The company has provided excellent service to this Division and the community they work at. They have made our job easier with their "can-do attitude" and willingness to help.

I highly recommend Superior Property Services for any and all grafitti removal services. If I can be of any assistance, please call.

ARNIE GUILLERMO, Supervisor
Code Enforcement Division

MARK UFFER
County Administrative Officer

NORMAN A. KANOLD
Assistant County
Administrator
Public and Support
Services Group

Board of Supervisors
BILL POSTMUS, Chair . . . . . First District
PAUL BIANE, Vice Chair . . . . Second District
JOSIE GONZALES . . . . . Fifth District
DENNIS HANSBERGER. . . . . Third District
GARY OVITTS . . . . . Fourth District

COUNTY OF ORANGE

RESOURCES & DEVELOPMENT MANAGEMENT DEPARTMENT

Bryan Speegle, Director
300 N. Flower Street
Santa Ana, CA

P.O. Box 4048
Santa Ana, CA 92702-4048

Telephone: (714) 834-2300
Fax: (714) 834-5188

March 3, 2006

Superior Property Service
Larry DeCrona
1415 E. McFadden Suite D
Santa Ana, Ca. 92705

To Whom It May Concern:

This is a letter of reference for Superior Property Service.

This company has been doing graffiti removal, painting and steam cleaning for various County of Orange facilities for the past five and half years.
The company has performed in a satisfactory manner.

If you have any questions regarding Superior Property Service, please do not hesitate to give me a call at 714-567-7750.

Sincerely,

Norman Hamaker
Contract Services Supervisor

FACILITIES OPERATIONS
1143 East Fruit Street
Santa Ana, CA 92701-4204

TELEPHONE: (714) 567-7744
FAX: (714) 567-7721

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

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

JAMES A. NOYES, Director

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

IN REPLY PLEASE
REFER TO FILE: AS-0

November 19, 2002

To Whom It May Concern:

SUPERIOR PRESSURE WASHING, INC.

Superior Pressure Washing, Inc. (Superior) served as our graffiti removal contractor from July 1, 1997 to June 30, 2002. Over the past five years, Superior has administered 14 contracts within the County. Superior has proved to be very effective and timely in removing graffiti throughout the unincorporated areas that they served. The graffiti was professionally removed within the 48 hours and 24 if obscene, sometimes being removed in the same day. The Los Angeles County Board of Supervisors and the community, in which this contractor serviced, were highly satisfied with the services provided. Due to our bidding process, Superior was outbid for the fiscal year 2002-2003.

If you have any questions, please feel free to call me at (626) 458-4091.

Sincerely,

Valerie J. Hill
Graffiti Abatement Program Manager

VH:tr/P:Larry

Epoch
Construction
BUILDING CONFIDENCE

7062 Convoy Court
San Diego, CA 92111

License #774382

Toll Free 888-932-6200
San Diego 858-560-0698
Orange Cty. 949-752-5252
Facsimile 888-932-6206

epochconstruction.com

November 18, 2004

To Whom It May Concern:

The first work I contracted with Superior Property Services was for the final construction clean, of an 880-unit apartment rehab. At the time, we had several other rehab projects going, and none of our existing contractors could stretch to include this project. Superior provided excellent service on this project, even though the first 60 days of this project had an extremely demanding turn schedule.

Within weeks of the start of that project, I needed to replace a final clean contractor on another project. Ron Bruneck provided same day pricing and next day service without a hitch, in an industry that I cannot think is any thing less than a challenge to find responsible staff.

Consistently meeting rehab schedules is not a simple accomplishment. Superior Property Services is a pleasant anomaly in this industry; they provide competitive pricing, on-time performance, and exceed normal levels of expectations in their scope of work. I wouldn't hesitate to call on them for what may seem otherwise "impossible".

Sincerely,

Marlene Tamasuackas
Executive Project Manager

Godbey-Monroe
General Contracting

September 30, 2002

To whom it may concern:

Godbey-Monroe, Inc. has been involved in the construction of mini storage facilities and office buildings in Southern California for many years. In the construction business it is extremely important to find subcontractor's who are dependable and will stand behind their work. Superior Property Services, Inc. is one of those vendors.

Superior Property Services, Inc. has provided the final clean on over two dozen of our projects, and has always met or exceeded our expectations. Several of our project supervisors have commented what a great job Superior has done.

Superior has developed innovative ways of final construction clean-up of our buildings to maximize efficiency and time. We highly recommend Superior Property Services, Inc. to anyone that is looking for a reputable, dependable and professional contractor.

If you have any further questions, feel free to contact my office.

Sincerely,
GODBEY MONROE, INC;
A CALIFORNIA CORPORTATION

Larry Damato
Project Manager

LD/nz

23181 La Cadena, Suite 101 - Laguna Hills, CA 92653-1479 - Contractor's License #727742
(949) 461-3990 - (949) 461-3984/Fax

LOS ANGELES UNIFIED SCHOOL DISTRICT
Local District 5

Rowan Avenue Elementary School

600 South Rowan Avenue Los Angeles California 90023
(323) 261-7191 FAX: (323) 261-0610
5013C Tax ID# 95-6101193

Roy Romer, Superintendent of Schools
Carmen Schroeder, Local Superintendent

Frank Beltrán, Principal
Patricia Ann Staten, Asst. Principal
Sylvester Harris III, Asst. Principal

July 7, 2005

Dear Superior Graffiti Services,

On behalf of Rowan Ave Elementary School and the surrounding community, we thank you so much for your generous contribution to our East LA Mural Painting Day on June 25th, 2005. We sincerely appreciate your donation of 1800 square feet of paint primer and graffiti protective coating, as well as the time and services provided by your crew. Included is a certificate of appreciation from County Supervisor Gloria Molina acknowledging your significant contributions. We could not have had such a successful event without your support.

Over 350 community members including students from Rowan Ave ES, Hollenbeck MS, Stevenson MS, Garfield HS, and Roosevelt HS enjoyed participating in the Mural Day together. We also had many family members, community organizations, media, and representatives of School Board member David Tokofsky and Supervisor Gloria Molina in attendance. The event was truly a community effort, encompassing over 20 participating organizations and donors. We gratefully acknowledged your contribution on a poster displayed at our welcome table.

The beautiful mural, located on Princeton St. between S. Rowan and S. Eastman, spans 300 feet. It tells the story of the history of the East Los Angeles area, celebrating cultures from the Aztecs to the Gabrieleños, local Native American inhabitants. The mural serves a dual purpose: to deter graffiti for years to come, and to teach a lesson about heritage, respect, and knowledge. The huge success of this event was a testament to the entire community that together we can create positive changes in our world.

We invite you to come and see this wonderful piece of community art at any time. Once again, thank you for helping make this empowering day possible.

Sincerely,

Pearl Chang Esau, Mural Day Coordinator

Francisco Beltrán, Principal

Patricia Staten, Assistant Principal

Sylvester Harris, Assistant Principal

LEROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169

(323) 264-4151

March 29, 1999

Superior Property Service
Mr. Larry DeCrona
1415 East McFadden Avenue, Suite D
Santa Ana, California 92705

Dear Mr. DeCrona:

I would like to take this opportunity to extend our appreciation and thanks for your efforts and support. The East Los Angeles Sheriff's Station "VIDA" program has had a close working relationship with you in a joint effort to keep the city free of the unsightly graffiti. Not only do you keep the new graffiti off the buildings and walls, but you do this at a great risk to your employees. I recall our units going into the field in order to provide security for your crews, because of gang threats and attempts to stop you in your effort to remove the unsightly graffiti.

You have worked closely with the "VIDA" program in providing tools and materials so that the young boys and girls can also remove the graffiti they help to put on the walls of our city. You take the time to help teach them how to properly paint walls and how to paint vines, which is an excellent deterrent for future graffiti.

We sincerely hope that our working relationship and joint effort to keep East Los Angeles graffiti free will continue for years to come.

Sincerely,

LEROY D. BACA, SHERIFF

T. Angel

Thomas P. Angel, Captain
East Los Angeles Station

A Tradition of Service

LEROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169
(626) 285-7171

August 16, 1999

Mr. Larry DeCrona
Superior Property Services
Superior Pressure Washing, Inc.
1415 East McFadden Avenue, Suite D
Santa Ana, California 92705

Dear Mr. DeCrona:

On August 3, 1999, personnel from the Temple Sheriff's Station and members of the South San Gabriel Community Advisory Committee conducted a community barbeque for the residents of South San Gabriel, in recognition of the 16th Annual National Night Out. As part of this event, you donated a large supply of "glow sticks" through Supervisor Molina's Field Office in El Monte, to be given to all the children who attended the barbeque. The glow sticks were a big hit with all the children and added a nice touch to the event.

On behalf of the Los Angeles County Sheriff's Department and the members of the South San Gabriel Community Advisory Committee, I would like to thank you for your generous contribution to this event. Your donation helped make the evening a success and created a joyful environment for all the children and their families. It is acts like these that are helping to strengthen the bond between the community and law enforcement.

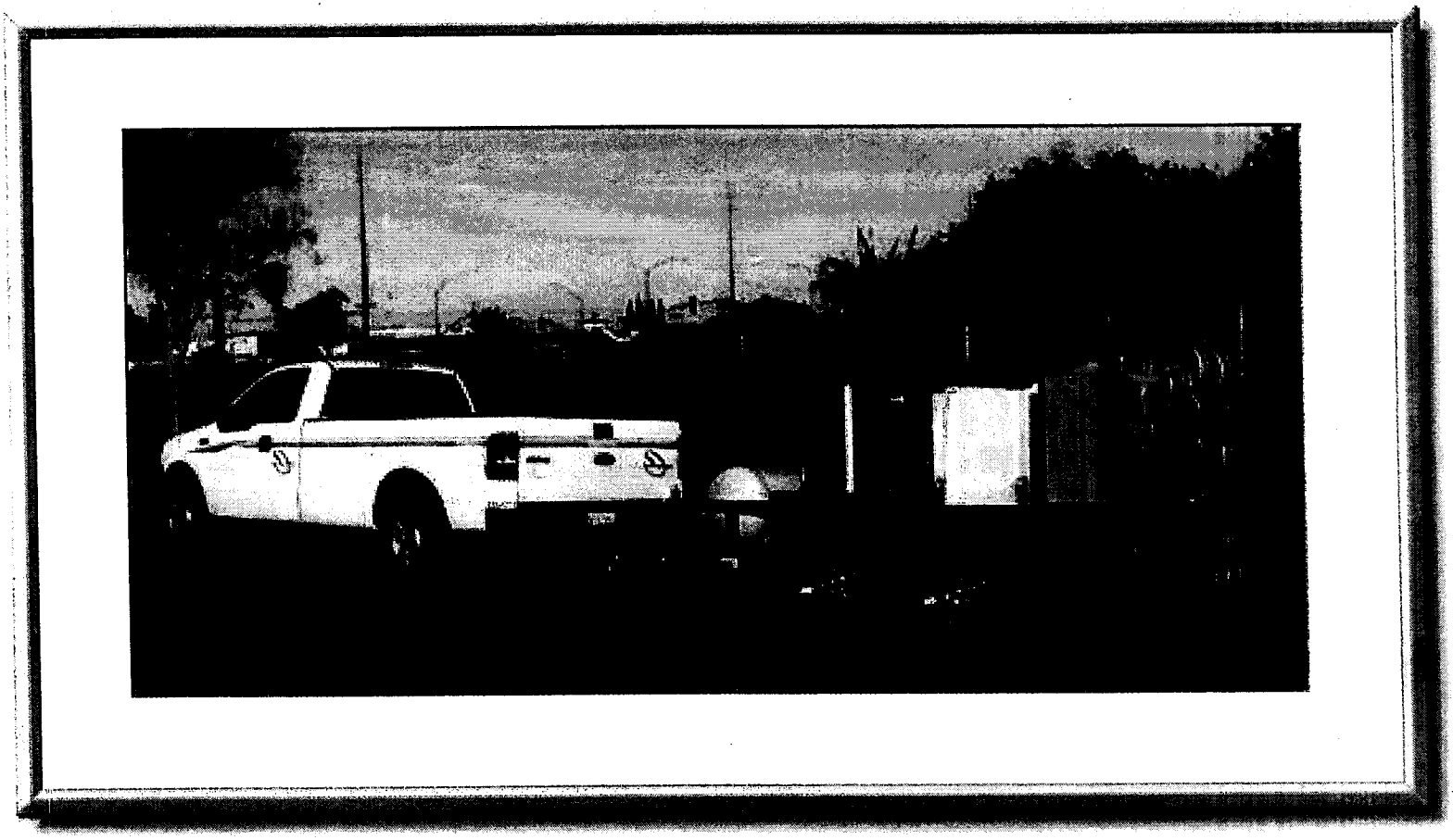
Additionally, I would also like to thank you for taking the time out of your busy schedule to attend the last South San Gabriel Community Advisory Committee meeting which was held at Temple Station on July 15, 1999. I appreciate your professionalism and your willingness to listen to and work with the residents of this community regarding their concerns about graffiti and its removal.

If at anytime you should need our assistance regarding graffiti in the South San Gabriel community, please feel free to contact Deputy Dana Chemnitzer of my staff at (626) 292-3330.

Sincerely,

LEROY D. BACA, SHERIFF

Neal B. Tyler, Captain
Commander, Temple Station



Superior has just finished designing and putting into active service a new, state of the art, trailer mounted fully propane powered hot water pressure washer unit. The one of a kind unit is equipped with a Hydro Tek water recovery system and Honda Super Quite Series EU3000is generator and has the capacity to fully recycle up to 220 gallons of water during recovery.

Superior

ColorDesigner® 10

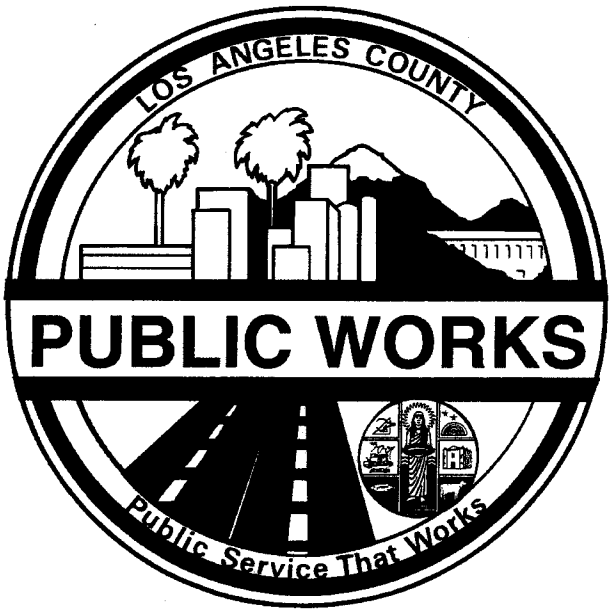
Installation Guide

x-rite

ATTACHMENT A.2

BOARD EXECUTE

Agreement



77020

BY AND BETWEEN

THE COUNTY OF LOS ANGELES,
DEPARTMENT OF PUBLIC WORKS

AND

SUPERIOR PROPERTY SERVICES, INC.

FOR

ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES
ZONE 5A – ALTADENA/DUARTE/LA CRESCENTA
MONROVIA/MONTROSE

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AGREEMENT FOR

ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES ZONE 5A
ALTADENA/DUARTE/LA CRESCENTA/MONROVIA/MONTROSE

THIS AGREEMENT, made and entered into this 16th day of June, 2009, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and Superior Property Services, Inc., a Corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on January 28, 2009, hereby agrees to provide services as described in this contract for Zero-Tolerance Graffiti Abatement Services Zone 5A – Altadena/Duarte/La Crescenta/Monrovia/Montrose.

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, Area Maps; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

77020

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, 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 $62,016, 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, 2009, or Board approval whichever occurs last. At the sole discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of five years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term.

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

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

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

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

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

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

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

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

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

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

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chairman 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 _____
Chairman, Board of Supervisors

ATTEST:

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

By _____
Deputy

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

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

ROBERT E. KALUNIAN
Acting County Counsel

By _____
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

43 JUN 16 2009

SACHI A. HAMAI
EXECUTIVE OFFICER

SUPERIOR PROPERTY SERVICES, INC.

By _____
Its President

LARRY DeCRONA
Type or Print Name

By _____
Its Secretary

LARRY DeCRONA
Type or Print Name

77020

P:\aspub\CONTRACT\BEN\GRAFFITI-ZONES\2009\ZONES 1G, 2E, 5A, 5B, 5C\FINAL AGREEMENTS\5A\02 AGREEMENT 5A.doc

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On May 18th 2009 before me, Guilherme Della Giustina, Notary Public,
(Here insert name and title of the officer)

personally appeared Lawrence Eugene DeCroma,

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

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

WITNESS my hand and official seal.

Guilherme Della Giustina
Signature of Notary Public

(Notary Seal)

GUILHERME DELLA GIUSTINA
COMM. #1771598
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires Oct. 4, 2011
BCT4

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

SCOPE OF WORK

ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES ZONE 5A – ALTADENA/DUARTE/LA CRESCENTA/MONROVIA/MONTROSE

A. Public Works Program Manager

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

B. Work Locations

Work locations are detailed in Exhibit E.

- Exhibit E.3 is a map of Zero-Tolerance Zone 5A.

C. Background

The work to be performed under this Contract consists of removing graffiti and painting on various surfaces to cover graffiti and do paint-out projects to beautify surfaces damaged by graffiti vandalism. Public Works' Graffiti Abatement Program is designed to remove graffiti as quickly and as often as necessary to keep the areas free from graffiti.

A prompt cleanup is considered preventive from the standpoint that if the marks do not remain for long periods, vandals' satisfaction from seeing their marks and having others see them is limited. The potential for notoriety and recognition, a key motivator for graffiti vandals, is directly impacted when the graffiti is quickly removed.

D. Work Description – General Statement

The primary objective of this contract is to remove all graffiti in the zero-tolerance zone, patrol, do paint-out projects, and keep the area graffiti free. Contractor shall remove graffiti from all surfaces in the specified zone from private residential, commercial, industrial, and public property. The County goal is to have no graffiti within the established zone. The Contractor shall fulfill requests for removal and remove all graffiti seen in the immediate area. The Contractor shall patrol the assigned zero tolerance zone to seek, find, and remove graffiti and do paint-outs. However, the Program Manager or designee has the authority

to dictate special requests, including, but not limited to, removal of murals when authorized.

E. Minimum Crew

Contractor shall provide a minimum number of crews. Crew is defined as consisting of at least one full time (40 hours/week) person in a fully equipped vehicle designated to carry out the duties detailed in this Graffiti Removal Contract.

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

- Zone 5A - a minimum of 1 crew

These crew(s) shall be dedicated solely to the zone on the days of operation as specified in subparagraph J.1. However, if pressure washing is required, an additional crew is mandatory as to not impact the operation of the other crews. The Contractor is responsible to make sure that a full complement of crews are working and shall replace a crew immediately if any crew cannot be deployed to work on any given day. The Contractor shall make crews available for priority assignments requested by the Program Manager.

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

F. Hours and Days of Operation

Any operation generating loud, harsh, or unusual noise shall be restricted to the hours of 7 a.m. to 6 p.m. The days of operation shall be as indicated in subparagraph J.1. Notwithstanding specifications regarding hours of performance, the Contractor shall respond to work requirements promptly and flexibly.

G. Telephone Communications

The Contractor shall be available at all times to report and confer with Public Works Program Manager or designee with respect to these graffiti removal services. The Contractor shall provide a bilingual (Spanish/English) telephone answering service and fax within the County, 8 a.m. to 5 p.m., Monday through

Friday, except on legal holidays, to receive instructions, information, complaints, etc., from Public Works.

H. Supervisor Qualifications

The Contractor's on-site supervisor as indicated in Contractor's Work Plan of Action, if any, shall have a thorough knowledge of the needs of the assigned zero-tolerance zone, graffiti removal and paint-out techniques, and the operation of appropriate equipment required to carry out these specifications, terms, conditions, and requirements of the Contract.

I. Vehicle Signage

Vehicle signage will be optional; however, any signage referencing the County of Los Angeles Graffiti Abatement Program shall be in the following form: "County of Los Angeles Graffiti Abatement Program" and the Contractor's name or firm's name, together with Public Works "Hotline Number," in legible letters, not less than two inches in height, on both sides of all trucks/vehicles used in the zero tolerance zone.

J. General Graffiti Removal Services

The Contractor shall:

1. Maintain a zero-tolerance policy, in accordance with the Contractor's Work Plan of Action/Approach. The Contractor shall follow its Work Plan of Action/Approach throughout the entire Contract unless otherwise approved in writing by the Program Manager. In addition, the Contractor shall:

    a. Remove vulgar and threatening graffiti (i.e., profane, obscene, racist, gang 187's, or cross-outs) within 24 hours, seven days a week.

    b. Respond to Public Works Program Manager or designee concerning priority assignments, paint-out projects, and color match corrective painting within 24 hours, seven days a week.

    c. Remove graffiti within 48 hours upon notification, Monday through Friday.

2. Match all paints to existing colors to the satisfaction of the Program Manager or designee. The Contractor shall receive no additional compensation for repainting any area to match the color. Graffiti shall be removed using new or recycled water-based paint. Contractor shall make the best possible match to the existing color.

3. Provide Public Works with work record reports no later than the fifth day of each month with the monthly invoice. The monthly report shall indicate the number and source of crews utilized, hours worked, including copies of timesheet indicating hours worked on this contract. The hours reported should be no less than 40 hours worked per week per employee. This report will also include locations of requests for removal (address and whether it was private property or in-road right of way) and square footage painted over or pressure washed. The Program Manager or designee may originate graffiti removal work requests (via fax) and shall receive all completion reports from the Contractor through both the Graffiti Abatement Referral System, faxes, and in an electronic version (excel). These reports will then be routed to the Program Manager who may perform quality control inspections. Mail completed work reports to:

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

4. Perform all work necessary to complete this contract in a satisfactory manner and shall provide all personnel, supervision, vehicles, appropriate tools, supplies, materials, equipment, transportation, and other incidentals necessary to perform work.

5. Remove graffiti from all types of surfaces including, but not limited to, wood, metal, stucco, brick, concrete, cinder blocks, sidewalks, smooth concrete, very rough grouted rip rap, and various pavement surfaces, etc., using appropriate methods of covering or removing graffiti for the particular surface and conditions, including, but not limited to, water blasting, sand blasting, painting over (both with rollers and spray guns), and utilizing county approved solvents (see subparagraph J.9).

6. Remove graffiti, paint-out, or murals (murals shall only be removed with authorization from the Program Manager – see paragraph AA. Murals) with water-based and/or water-based recycled paint (graffiti paint). The color of the paint shall match the color of the surface to which it is applied. In areas where repainting is required in order to match the existing paint, Contractor shall paint over with the right color to match at no additional cost to the County. The paint may be applied either mechanically or manually in a neat and even manner such that it completely covers or eradicates any graffiti present and does not leave splatter marks on the ground. Use drop cloths on all work assignments to protect sidewalks, vegetation, vehicles, etc., from paint spillage.

7. Furnish all the necessary and appropriate graffiti removing products and equipment including, but not limited to, brushes, rollers, spray guns, ladders, cloths, paint, paint thinner, County-approved graffiti-removing solutions, drop cloths, brooms, dustpans, plastic bags (for debris disposal), etc.

8. Use appropriate methods of covering or removing graffiti for the particular surface and conditions, such as, but not limited to, water blasting (on sidewalks), painting over on block walls that are painted, water blasting on block walls that are not painted, and chemical solvents (on the backside of signage). Any chemical solvents utilized to remove graffiti shall have a Material Safety Data Sheet available for Public Works' review.

9. Remove graffiti found on signs in zero-tolerance zones. Signs should be removed with any of the following County approved solvents:

   a. OFF-B Off-B, graffiti remover - liquid form

   b. 3M™ Citrus Base Industrial Cleaner

   c. State Chemical Graffiti Wipes

10. Train its personnel in proper graffiti removal techniques and provide corrective instruction to its personnel, if they are removing graffiti improperly. Additionally, Contractor will stay informed of new techniques of graffiti removal products and equipment.

11. Not allow any debris from its operations under this Contract, especially from the water/sand blasting operations, to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System Permit.

12. Use appropriate Best Management Practices, including, but not limited to, drop cloths on all work sites to protect sidewalks, vegetation, etc., from paint spillage or overspray.

13. Obtain and retain the written consent of the owner or the owner's authorized agent of privately-owned property before commencing work.

14. Place special emphasis on the assistance to Public Works with special requests (i.e., removal of graffiti before parades, special events, etc.).

Public Works reserves the right to change any aspect of the reporting system or the Contractor reporting system. Such change could be due to improvements in our computer applications capabilities or for any other reason.

K. Contractor Supervision and Staffing Requirements

1. Contractor's daytime supervisor shall have a thorough knowledge of each zero-tolerance zone under their purview and shall speak and understand English.

2. In the event a crew could not be deployed, the Contractor shall immediately replace that crew to make sure that coverage is maintained.

3. Contractor shall maintain a well-trained reserve force to cover the work in the event of an emergency or to provide coverage if any crew could not be deployed on any given day.

4. The Contractor's supervisor shall provide a 24-hour emergency contact number.

5. All painters shall receive a minimum of one 8-hour workday training at the zero-tolerance zone assigned to them at the Contractor's expense and in accordance with the County's Living Wage Ordinance prior to providing billable services to the County.

6. Only employees employed by the Contractor shall be allowed to provide services under this Contract. Any use of subcontractors shall be deemed a material breach of contract unless expressly authorized in writing by the Program Manager.

L. Graffiti Removal Services - County Property

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

1. Water-based and/or recycled paint shall be used.

2. Concrete Block Walls/Concrete Walls: All graffiti shall be removed by either a water blasting machine with soda compound or painted over with water-based paint. If using paint, it shall be feathered to blend well with the surrounding wall. The paint-over color shall match the wall color. Overspray on non-County owned or private property shall not be allowed.

3. Sidewalk Surfaces: Removal of graffiti from concrete sidewalks shall be done by using a water blasting machine with soda compound. Painting over shall not be permitted. The sidewalks shall be clean of all graffiti and graffiti residue (sand). The sidewalks shall be blocked off as needed to maintain the public safety.

4. Curb Facing: Remove all graffiti paint from curb surfaces. The Contractor shall use the standard paint colors (red, blue, yellow, green, and white)

depending on the original curb color and/or parking restrictions, as approved by Public Works. Nonpainted curbs shall be painted using concrete color paint or cleaned with water blasting machines.

5. Chain Link Fencing: All graffiti on pipes and fencing shall be painted over using a galvanized color to match the fencing fabric and pipe color. The paint-over color shall be feathered into the fabric and along the pipes.

6. Pedestrian bridges/underpasses: The Contractor shall be responsible for removing graffiti found on all pedestrian bridges and underpasses in the zero-tolerance zone. Interior walls may be carefully sprayed but bridge floor shall be pressure washed if not previously painted. Please notify Public Works to prepare work area, to make it free of debris prior to removing graffiti off of these footbridges. Pedestrian bridges will have a 72-hour turnaround time upon Public Works completion of initial clean up. The Contractor shall schedule removal around hours that school is in session. Where there is a risk of overspray harming personal property or difficulties in reaching the area with equipment, utilizing rollers to apply paint to cover graffiti or paint-out is required. Contractor will place traffic cones and/or other appropriate traffic control equipment to divert pedestrians and cyclists.

7. Rock Walls: All graffiti shall be removed using only a water blasting machine with soda compound. All paint shall be removed from rock face and mortar joints to match all other rock facing. No painting over shall be used unless the wall was previously painted. The Contractor shall color match the paint to the previous color using water-based paint.

8. Concrete Light Poles: Graffiti shall be removed from concrete light poles using a water blasting machine with a soda compound only. No paint shall be used. All paint shall be removed from the pole. All paper or sticker signs and "slap tags" shall be removed.

9. Wooden Light Poles: All graffiti shall be painted over using a water-based paint to match the wood color. All paper or sticker signs and "slap tags" shall be removed.

10. Bus Stops: All graffiti shall be removed using a County approved solvents (see subparagraph J.9) on the plastic sides and sitting areas. The surfaces shall be washed.

11. Trees: Contractor must be responsible for removing graffiti reported or found on trees. Contractor shall paint over graffiti found on trees with a non-phytotoxic paint that is as diluted in water as possible. Paint to paint walls must never be used at all, as it might eventually kill the tree by

suffocating its trunk and not letting the tree breath through its bark. Trees, vegetation, and green areas must be protected by the Contractor.

12. Wooden Fencing: All graffiti shall be painted over on wooden fencing using a water-based paint to match the color of fencing. The Contractor shall feather paint to match the surrounding parts of the fencing. In the event that wood fencing is weathered and Contractor is unable to color-match, Contractor shall pressure-wash clean the fencing.

13. Brick Walls: All graffiti shall be removed using a water blasting machine. Painting over shall not be done on a brick faced wall, unless the brick wall has been previously painted. The Contractor shall color-match the paint to previous color using water-based paint.

14. Metal Fencing (sheets): All graffiti shall be painted over on metal fencing. The paint-over color shall match the surrounding part of the fence.

15. Asphalt Concrete: All graffiti on asphalt concrete shall be covered with asphalt paint. No pressure washing will be utilized.

16. Glass Windows: All graffiti on glass windows shall be removed by using a County approved graffiti removal spray on these transparent surfaces. Windows will be left clean.

17. Metal Light or Traffic Poles: All graffiti shall be removed by appropriate means, and if paint is used, it shall match existing color.

M. Rights of Way

The Contractor shall conduct all of its activities and operations within the confines of the facility rights of way in which graffiti is to be removed. The Contractor shall not allow its employees to use private property for eating, coffee breaks, or any other reason; or use water, or electricity from such property without written permission from the owner. If, for any reason, the Contractor elects to encroach upon others' lands, Contractor shall first obtain written permission from the owner and provide evidence of such permission in writing to the Program Manager prior to entering upon such lands. In performing any work or doing any activity on lands outside of public rights of way, the Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations.
The Contractor shall indemnify and hold Public Works harmless from all claims for damages occasioned by such work activity, whether done in compliance with this Section and with permission or in violation of this Section without permission.

N. Utilities

Public Works will not provide utilities.

O. Storage Facilities

Public Works will not provide storage facilities for the Contractor.

P. Removal of Debris

All debris derived from these services shall be removed from Public Works property and become the property of the Contractor. The Contractor shall dispose of all debris from these services in a legally established area appropriate for type of debris being disposed. Disposal shall be at the Contractor's expense. The Contractor shall not allow any debris from its operations under this Contract to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System.

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

Q. Special Safety Requirements

1. All Contractor personnel shall be expected to observe all applicable Cal/OSHA and Public Works safety requirements while at the various jobsites. Reflective vests shall be worn at all times. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required. All safety precautions shall be in place before work is to be started. Contractor's graffiti abatement crew shall know the Contractor's standard safety practice.

2. Contractor shall supply all applicable safety equipment including, but not limited to, rotating lights for vehicles used for work under this Contract.

3. Contractor shall supply personnel with all applicable safety equipment, such as glasses, gloves, head gear, skin creams, respirators, etc.

R. Safety Standards

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

1. All personnel shall wear proper clothing and footwear. No sandals, thongs, etc., shall be allowed.

2. Safety vests shall be worn at all times by those removing graffiti from any bridge, wall, etc. Safety goggles shall be worn by anyone operating water blasting equipment, and only trained personnel shall be allowed to operate it.

3. Use of drugs or alcohol while performing these graffiti removal services is prohibited.

4. Paint brushes, rollers, or frames shall be washed in clean water and any excess paint shall be disposed of properly according to local, State, and Federal laws.

S. Project Safety Official

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

T. Responsibilities of Public Works

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

U. Best Management Practices (BMP)

BMP shall be defined as any program, technology, process, citing criteria, operating method, measure, or device which controls, prevents, removes, or reduces the pollution of stormwater. The Contractor shall obtain and refer to the California Storm Water Best Management Practice Handbooks, Volume 3 Construction BMP Handbook. This publication is available from:

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

Internet
BMPLA.org<http://www.BMPLA.org>

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

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

CONTRACTOR ACTIVITIES

CA 3 Structure Construction and Painting

MATERIAL MANAGEMENT

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

WASTE MANAGEMENT

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

VEHICLE AND EQUIPMENT MANAGEMENT

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

TRAINING

CA 040 Employee/Subcontractor Training

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

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

V. Protection and Restoration of Existing Improvements

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

W. Public Convenience and Safety

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

X. Quality Control

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

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

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

Y. Performance Requirements and Liquidated Damages

1. Public Works will use the Performance Requirements Summary to evaluate the Contractor's performance of this Contract's tasks.

2. Failure to perform Contract work in accordance with the Performance Requirements Summary is considered unacceptable. Public Works may

cite the Contractor and impose liquidated damages immediately in the sums specified and deduct them from the next regularly scheduled payment to the Contractor.

3. Liquidated Damages for noncompliance with the Living Wage Program is indicate in Exhibit B, Section 9.G, Enforcement and Remedies.

PERFORMANCE REQUIREMENTS SUMMARY

REQUIRED SERVICE	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM STANDARD	METHOD OF SURVEILLANCE	MAXIMUM DEDUCTION	DEDUCTION FROM CONTRACT PRICE FOR NOT MEETING STANDARD
INSURANCE CERTIFICATIONS	CERTIFICATIONS SUBMITTED BEFORE IMPLEMENTATION OF CONTRACT AND ON A TIMELY BASIS THERE-AFTER.	0%	100% INSPECTION ON A PERIODIC BASIS.	ALL CONTRACT REMEDIES RESERVED.	ALL CONTRACT REMEDIES RESERVED.
EMPLOYEES WELL ORIENTED TO JOB	EMPLOYEES 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 REQUIREMENTS.
RESPOND TO COMPLAINTS, REQUESTS, AND DISCREPANCIES	RESPOND WITHIN THE TIME FRAME OUTLINED IN THE SPECIFICATIONS.	0%	100% INSPECTION ON A PERIODIC BASIS; COMPLAINTS.	10% OF TOTAL MONTHLY AMOUNT OF CONTRACT COST.	$50 PER COMPLAINT NOT RESPONDED TO WITHIN THE TIME FRAME OUTLINED IN THE SPECIFICATIONS.

REQUIRED SERVICE	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM STANDARD	METHOD OF SURVEILLANCE	MAXIMUM DEDUCTION	DEDUCTION FROM CONTRACT PRICE FOR NOT MEETING STANDARD
REMOVE GRAFFITI	DAILY GRAFFITI REMOVED AND/OR PAINTED OVER WITHIN 24 HOURS, TUESDAY THROUGH FRIDAY. ALL WEEKEND GRAFFITI REMOVED MONDAY. COLOR MATCHED WITHIN 48 HOURS.	0%	100% INSPECTION ON A PERIODIC BASIS; COMPLAINTS.	50% OF TOTAL MONTHLY AMOUNT OF CONTRACT COST.	$5 PER SQUARE FOOT (OR PRORATION THEREOF) FOR GRAFFITI NOT REMOVED WITHIN THE TIME FRAME OUTLINED IN THE SPECIFICATIONS.
REPORTING OF GRAFFITI REMOVED	GRAFFITI REQUESTS FOR REMOVAL CLOSED WITHIN 48 HOURS.	0%	100% INSPECTION BY RANDOM SAMPLING.	50% OF TOTAL MONTHLY AMOUNT OF CONTRACT COST.	$50 PER EACH OCCURRENCE THAT GRAFFITI REMOVAL IS NOT REPORTED WITHIN 72 HOURS.

Z. Contractor Licensing

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

AA. Murals

Public Works is committed to the preservation of registered murals. Not all murals are intended to be "permanent" artworks. Please refer any request from the public for removal of graffiti or removal of a temporary "memorial" mural to the Program Manager.

Public Works has established the following guidelines when murals have been vandalized: The Contractor shall not, under any condition, repair, remove, "touch up", or "buff out" any registered murals unless advised by Public Works to do so. Public Works will obtain permission from both the artist and the property

owner. When the artist is not available, the decision of the legal owner of the property will prevail.

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SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Ambiguities or Discrepancies

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

B. Definitions

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

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

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

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

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

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

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

Day. Calendar day(s) unless otherwise specified.

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Headings

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

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Amendments

1. For any change which affects the scope of work, contract sum, payments, or any term or condition included in this Contract, an amendment shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor.

2. The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by the Board or the Chief Executive Officer. To implement such changes, an amendment or a change order to this Contract shall be prepared by Public Works for execution by Contractor and the Director.

3. County may, at its sole discretion, authorize extensions of time to this Contract's term. Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to this Contract shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor. To the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, Public Works may, at its sole discretion, grant Contractor extensions of time, provided the aggregate of all such extensions during the life of this Contract shall not exceed 120 days.

4. For any change which does not materially affect the scope of work or any other term or condition included under this Contract, a *Change Order* shall be prepared and signed by the County and the Contractor.

B. Assignment and Delegation

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

2. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

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

C. Authorization Warranty

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

D. Budget Reduction

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

E. Complaints

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

1. Within 12 business days after this Contract's effective date, Contractor shall provide County with Contractor's policy for receiving, investigating, and responding to any complaints by any individual.

2. County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.

3. If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five business days for County approval.

4. If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.

5. Contractor shall preliminarily investigate all complaints and notify the Contract Manager of the status of the investigation within five business days of receiving the complaint.

6. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

7. Copies of all written responses shall be sent to the Contract Manager within three business days of mailing to the complainant.

F. Compliance with Applicable Laws

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

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

G. Compliance with Civil Rights Laws

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

program, or activity supported by this Contract. Contractor shall comply with its EEO Certification (Form PW-7).

H. Confidentiality

1. Contractor shall maintain the confidentiality of all records obtained from County under this Contract in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality.

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

I. Conflict of Interest

1. No County employee whose position with County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of the work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.

2. Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract subjecting Contractor to either contract termination for default or debarment proceedings or both. Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

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

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

give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified, former County employees who are on a reemployment list during the life of this Contract.

K. Consideration of Hiring GAIN and GROW Participants

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

2. In the event that both laid-off County employees and GAIN and GROW participants are available for hiring, County employees shall be given first priority.

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

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

M. Contractor's Charitable Activities Compliance

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

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

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

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

O. County's Quality Assurance Plan

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

P. Damage to County Facilities, Buildings, or Grounds

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

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

upon demand. County may deduct from any payment otherwise due Contractor for costs incurred by County to make such repairs.

Q. Employment Eligibility Verification

1. Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all of its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

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

R. Facsimile Representations

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

S. Fair Labor Standards

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

T. Governing Laws, Jurisdiction, and Venue

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

U. Nondiscrimination and Affirmative Action

1. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations.

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

3. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.

4. Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

5. Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

6. Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this paragraph when so requested by County.

7. If County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract. While County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State antidiscrimination laws or regulations shall constitute a finding by County that Contractor has violated the antidiscrimination provisions of this Contract.

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

V. Nonexclusivity

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

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

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

X. Notice of Delays

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

Y. Notice of Disputes

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

Z. Notice to Employees Regarding the Federal Earned Income Credit

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

AA. Notices

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

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

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

BB. Publicity

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

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

2. During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the Contract Manager. County shall not unreasonably withhold such written consent.

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

CC. Public Records Act

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

2. In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

DD. Record Retention and Inspection/Audit Settlement

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

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

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

2. Failure on the part of Contractor to comply with any of the provisions of this paragraph shall constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract.

3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.

4. In addition to the above, Contractor agrees, should County or its authorized representatives determine, in County's sole discretion, that it is necessary or appropriate to review a broader scope of Contractor's records (including, certain records related to non-County contracts) to enable County to evaluate Contractor's compliance with County's Living Wage Program, Contractor shall promptly and without delay provide to County, upon the written request of County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to County under this Contract, including without limitation, records relating to work performed by said employees on Contractor's non-County contracts. Contractor further acknowledges that the foregoing

requirement in this paragraph relative to Contractor's employees who have provided services to County under this Contract is for the purpose of enabling County in its discretion to verify Contractor's full compliance with and adherence to California labor laws and County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five years thereafter unless County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by Contractor at a location in County, provided that if any such materials and information is located outside County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

EE. Recycled-Content Paper Products

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

FF. Subcontracting

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

1. If Contractor desires to subcontract, Contractor shall provide the following information promptly at County's request:

   a. A description of the work to be performed by the subcontractor;

   b. A draft copy of the proposed subcontract; and

   c. Other pertinent information and/or certifications requested by County.

2. Contractor shall indemnify and hold County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

3. Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to

subcontract, notwithstanding County's approval of Contractor's proposed subcontract.

4. County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. Contractor is responsible to notify its subcontractors of this County right.

5. County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any subcontract and subcontractor employees.

6. Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.

7. Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by County from each approved subcontractor. Contractor shall ensure delivery of all such documents to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, before any subcontractor employee may perform any work hereunder.

8. Employee Leasing is prohibited.

GG. Validity

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

HH. Waiver

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

II. Warranty Against Contingent Fees

1. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

2. For breach of this warranty, County shall have the right, in its sole discretion, to suspend or terminate this Contract for default, deduct from amounts owing to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

SECTION 3

TERMINATIONS

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

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

B. Termination/Suspension for Convenience

1. This Contract may be suspended or terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Suspension or termination of work hereunder shall be effected by notice of suspension or termination to Contractor specifying the extent to which performance of work is suspended or terminated and the date upon which such suspension or termination becomes effective. The date upon which such termination becomes effective shall be no less than 10 days after the notice is sent.

2. After receipt of a notice of suspension or termination and except as otherwise directed by County, Contractor shall:

   a. Stop work under this Contract on the date and to the extent specified in such notice; and

   b. Complete performance of such part of the work as shall not have been suspended or terminated by such notice.

3. All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with this Exhibit's Record Retention and Inspection/Audit Settlement.

4. If this Contract is suspended or terminated, Contractor shall complete within the Director's suspension or termination date contain within the notice of suspension or termination, those items of work which are in various stages of completion, which the Director has advised the Contractor are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by Contractor under

this Contract shall be delivered to County upon request and shall become the property of County.

C. Termination/Suspension for Default

1. County may, by written notice to Contractor, suspend or terminate the whole or any part of this Contract, if, in the judgment of the County:

   a. Contractor has materially breached this Contract; or

   b. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or

   c. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.

2. In the event County suspends or terminates this Contract in whole or in part pursuant to this paragraph, County may procure, upon such terms and in such manner, as County may deem appropriate, goods and services similar to those so suspended or terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Contract to the extent not suspended or terminated under the provisions of this paragraph.

3. Except with respect to defaults of any subcontractor, Contractor shall not be liable for any excess costs of the type identified in subparagraph "2" above, if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

4. If, after County has given notice of termination under the provisions of this paragraph, it is determined that Contractor was not in default under the provisions of this paragraph or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to this Exhibit's Termination for Convenience.

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

6. As used herein, the terms "subcontractor" and "subcontractors" mean subcontractor at any tier.

D. Termination for Improper Consideration

1. County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, extension of this Contract, or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue those same remedies against Contractor as it could pursue in the event of default by Contractor.

2. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

E. Termination/Suspension for Insolvency

1. County may suspend or terminate this Contract forthwith in the event of the occurrence of any of the following:

   a. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code, and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

b. The filing of a voluntary or involuntary bankruptcy petition relative to Contractor under the Federal Bankruptcy Code;

c. The appointment of a bankruptcy Receiver or Trustee for Contractor; or

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

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

F. Termination for Nonadherence to County Lobbyists Ordinance

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

G. Termination/Suspension for Nonappropriation of Funds

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

SECTION 4

GENERAL CONDITIONS OF CONTRACT WORK

A. Authority of Public Works and Inspection

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

B. Cooperation

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

C. Cooperation and Collateral Work

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

D. Equipment, Labor, Supervision, and Materials

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

E. Gratuitous Work

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

F. Jobsite Safety

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

G. Labor

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

H. Labor Law Compliance

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

I. Overtime

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

J. Permits/Licenses

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

K. Prohibition Against Use of Child Labor

1. Contractor shall:

   a. Not knowingly sell or supply to County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment;

   b. Upon request by County, identify the country/countries of origin of any products, goods, supplies, or other personal property Contractor sells or supplies to County;

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

   d. Should County discover that any products, goods, supplies, or other personal property sold or supplied by Contractor to County are produced in violation of any international child labor

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

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

L. Public Convenience

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

M. Public Safety

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

N. Quality of Work

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

O. Quantities of Work

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

P. Safety Requirements

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

Q. Storage of Material and Equipment

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

R. Transportation

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

S. Work Area Controls

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

2. Contractor shall be responsible for the security of any and all of Public Works/County facilities in its care. Contractor shall provide protection against vandalism and accidental and malicious damage, both during working and nonworking hours.

SECTION 5

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

1. This Contract is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

2. Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

3. Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.

B. Indemnification

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

C. Workplace Safety Indemnification

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

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

D. General Insurance Requirements

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

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

   a. Specifically identify this Contract;

   b. Clearly evidence all coverage required in this Contract;

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

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

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

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

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

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

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

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

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

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

E. Compensation for County Costs

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

F. Insurance Coverage Requirements for Subcontractors

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

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

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

G. Insurance Coverage Requirements

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

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

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

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

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

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

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

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

SECTION 6

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

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

B. Chapter 2.202 of County Code

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

C. Nonresponsible Contractor

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

D. Contractor Hearing Board

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

2. Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board will prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the

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

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

4. If a contractor has been debarred for a period longer than five years, that contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

5. Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.

6. Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

E. Subcontractors of Contractor

These terms shall also apply to subcontractors of County contractors.

SECTION 7

COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

A. Jury Service Program

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

B. Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employee deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the

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

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

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

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

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

B. Notice to Employees Regarding the Safely Surrendered Baby Law

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

SECTION 9

COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

A. Living Wage Program

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

B. Payment of Living Wage Rates

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

   a. Not less than $11.84 per hour if, in addition to the per-hour wage, Contractor contributes less than $2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or

   b. Not less than $9.64 per hour if, in addition to the per-hour wage, Contractor contributes at least $2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed $2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through County Department of Health Services Community Health Plan. If, at any time during this Contract, Contractor contributes less than $2.20 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its Employees the higher hourly living wage rate.

2. For purposes of this Section, "Contractor" includes any subcontractor engaged by Contractor to perform services for County under this Contract. If Contractor uses any subcontractor to perform services for County under this Contract, the subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which are provided to County under this Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of

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

3. If Contractor is required to pay a living wage when this Contract commences, Contractor shall continue to pay a living wage for the entire term of this Contract, including any option period.

4. If Contractor is not required to pay a living wage when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. Contractor shall immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Living Wage Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of this Contract, including any option period. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by County, Contractor shall immediately be required to pay the living wage for the remaining term of this Contract, including any option period.

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

C. Contractor's Submittal of Certified Monitoring Reports

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

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

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

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

E. County Auditing of Contractor Records

Upon a minimum of 24 hours' written notice, County may audit, at Contractor's place of business, any of Contractor's records pertaining to this Contract, including all documents and information relating to the certified monitoring reports. Contractor is required to maintain all such records in California until the expiration of five years from the date of final payment under this Contract. Authorized agents of County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

F. Notifications to Employees

Contractor shall place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's Employees are working. Contractor shall also distribute County-provided notices to each of its Employees at least once per year. Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

G. Enforcement and Remedies

If Contractor fails to comply with the requirements of this Section, County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.

1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:

   a. Withholding of Payment: If Contractor fails to submit accurate, complete, timely, and properly certified monitoring reports, County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

   b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including, but not limited to, being late, inaccurate, incomplete, or uncertified, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages in the amount of $100 per monitoring report for each day until County has been provided with a properly prepared, complete, and certified monitoring report. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.

   c. Termination/Suspension: Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.

2. Remedies for Payment of Less Than the Required Living Wage: If Contractor fails to pay any Employee at least the applicable hourly living

wage rate, such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:

a. Withholding Payment: If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, County may withhold from any payment otherwise due to Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. County may withhold said amount until Contractor has satisfied County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages of $50 per Employee per day for each and every instance of an underpayment to an Employee. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.

c. Termination/Suspension: Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.

3. Debarment: In the event Contractor breaches a requirement of this Section, County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code Section 2.202, Determinations of Contractor Nonresponsibility and Contractor Debarment.

H. Use of Full-Time Employees

Contractor shall assign and use full-time Employees of Contractor to provide services under this Contract unless Contractor can demonstrate to the satisfaction of County that it is necessary to use non-full-time Employees based on staffing

efficiency or County requirements for the work to be performed under this Contract. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time Employees for services provided under this Contract unless and until County has provided written authorization for the use of same. Contractor submitted with its proposal a full-time-Employee staffing plan. If Contractor changes its full-time-Employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to County.

I. Contractor Retaliation Prohibited

Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person, or entity who has reported a violation of the Living Wage Program to County or to any other public or private agency, entity, or person. A violation of the provisions of this paragraph may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.

J. Contractor Standards

During the term of this Contract, Contractor shall maintain business stability, integrity in employee relations, and the financial ability to pay a living wage to its employees. If requested to do so by County, Contractor shall demonstrate to the satisfaction of County that Contractor is complying with this requirement.

K. Neutrality in Labor Relations

Contractor shall not use any consideration received under this Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

SECTION 10

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunities vendor.

If Contractor has obtained County certification as a Transitional Job Opportunities vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in the amount of not more than ten percent of the amount of this Contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify Public Works of this information prior to responding to a solicitation or accepting a contract award.

SECTION 11

LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

A. This Contract is subject to the provisions of County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

D. If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to County any difference between this Contract amount and what County's costs would have been if this Contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of this Contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).

E. The above penalties shall also apply if Contractor is no longer eligible for certification as a result of a change of its status and Contractor failed to notify the State and County's Office of Affirmative Action Compliance of this information.

EXHIBIT C

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2008)

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 2008 are less than $41,646 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 9, 2009.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at *www.irs.gov* or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2008 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 2008 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 2008 and owes no tax but is eligible for a credit of $825, he or she must file a 2008 tax return to get the $825 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2009 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.

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.

EXHIBIT D.3

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.

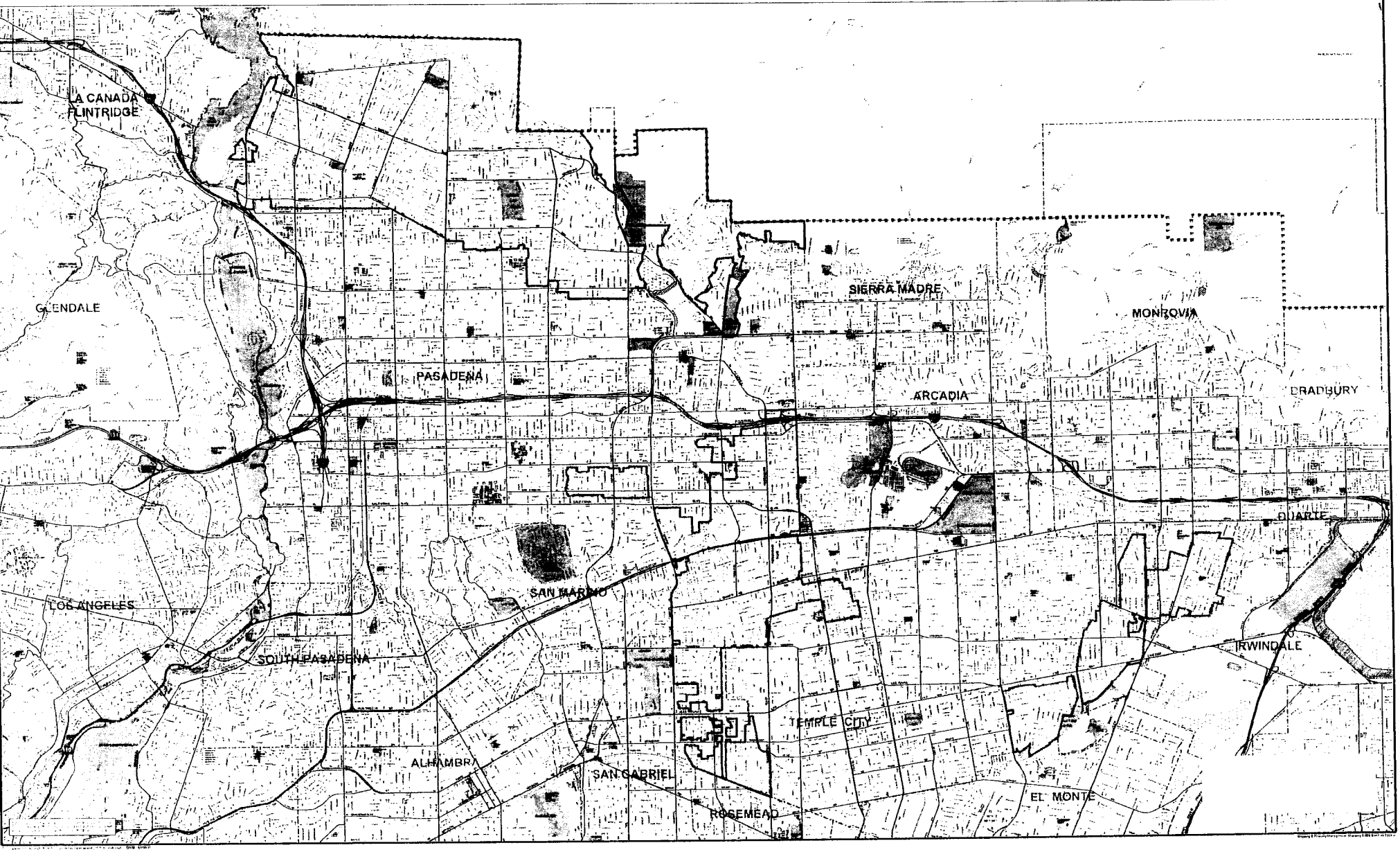
Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

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.

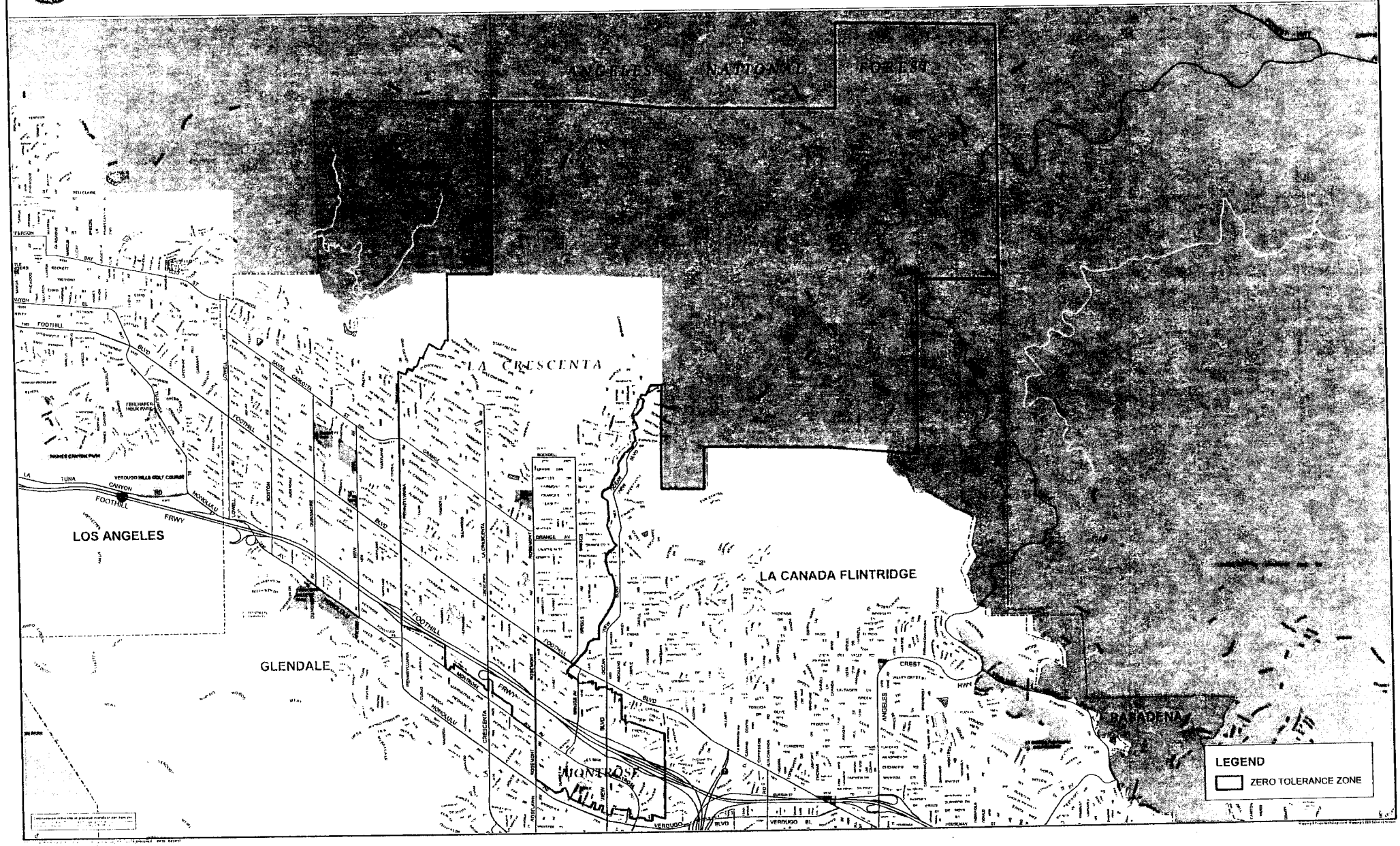
EXHIBIT E.3

ZERO-TOLERANCE ZONE 5A

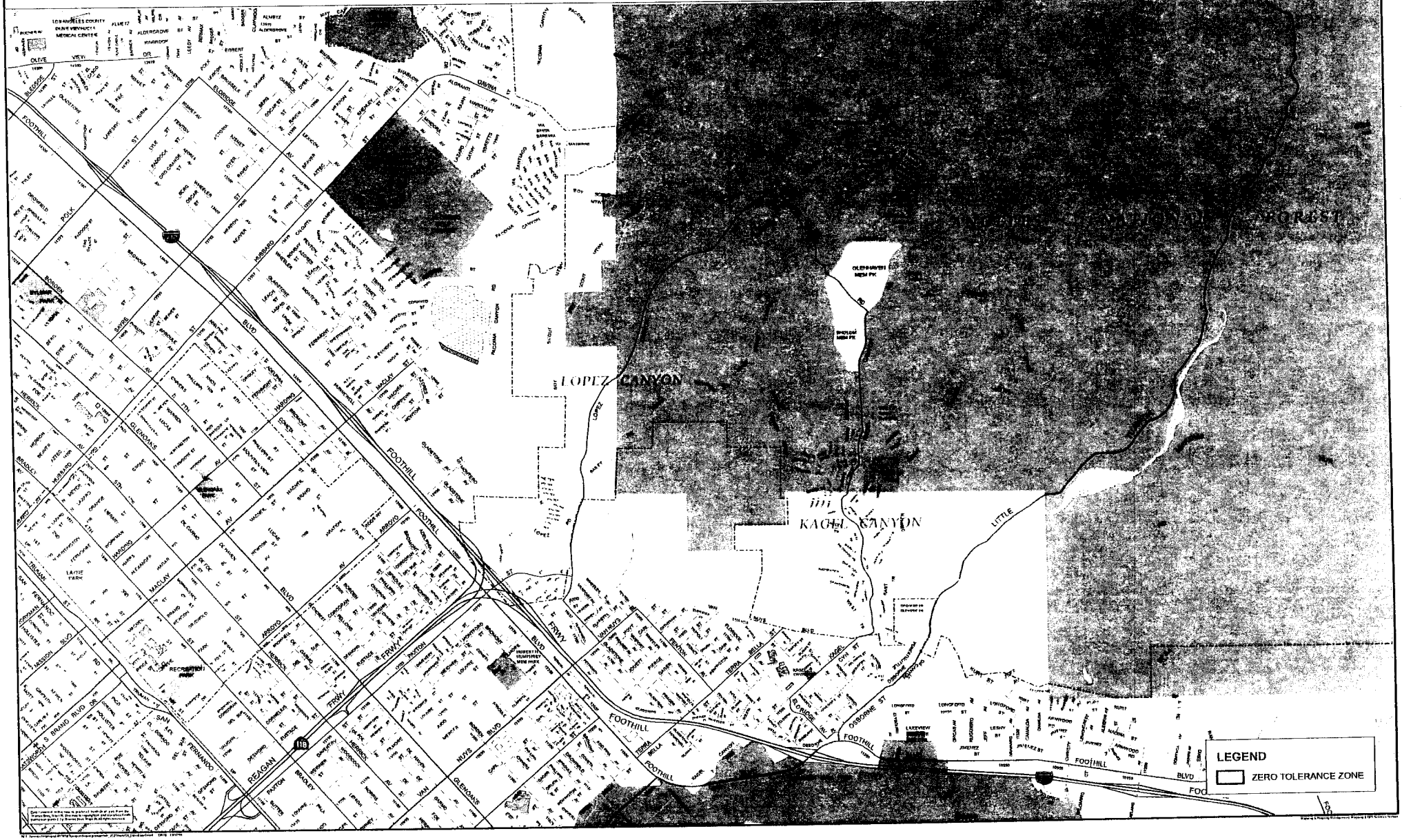
Supervisorial District 5
Zero Tolerance Zone 5A
Altadena / Monrovia / Duarte



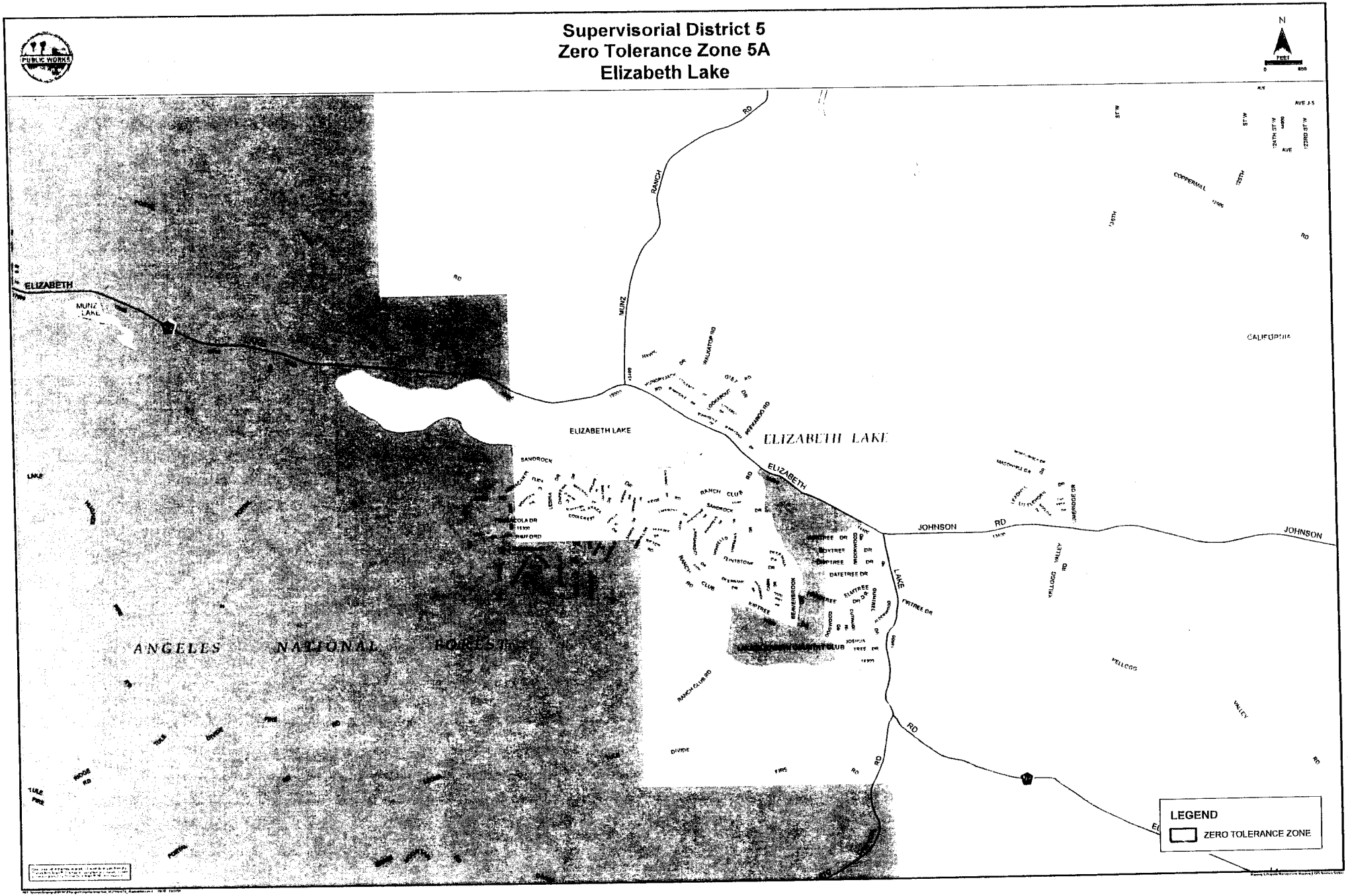
Supervisorial District 5
Zero Tolerance Zone 5A
La Crescenta / Montrose



Supervisorial District 5
Zero Tolerance Zone 5A
Lopez Canyon / Kagel Canyon



Supervisorial District 5
Zero Tolerance Zone 5A
Elizabeth Lake



County of Los Angeles
Department of Public Works

Graffiti Abatement Services
Proposal
(2008-PA058)

January 28, 2009

Superior Property Services, Inc.

9129 Perkins St.
Pico Rivera, CA 90660
(562) 801-9200
FAX (562) 801-9230
(800) 741-2532
Website: www.4superior.com

Superior Property Services, Inc.
Superior Graffiti Services

January 27, 2009

County of Los Angeles
Department of Public Works
Ms. Gail Farber, Director of Public Works
900 South Fremont Avenue
Alhambra, CA 91803-1331

RE: ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES (2008-PA058)

Dear Ms. Farber;

Superior is pleased to submit the enclosed proposal to the County of Los Angeles for Graffiti Abatement Services. Our comprehensive package includes, plans of action for all five zones, including pricing and equipment to be utilized.

We have reviewed the information provided and thoroughly inspected the area and are confident Superior can meet all the requirements outlined in your proposal..

The following are the individuals authorized to make representations with respect to this proposal:

Larry DeCrona, President
9129 Perkins St.
Pico Rivera, CA 90660

Ronald L. Bruneck, Vice President
9129 Perkins St.
Pico Rivera, CA 90660

Thank you for the opportunity to submit this information and we look forward to your review and comments. We can be reached at (800) 741-CLEAN or (562) 801-9200 should you or your staff has any questions.

Respectfully,

Superior Property Services, Inc.
Superior Graffiti Services

Larry DeCrona
President

9129 Perkins St., Pico Rivera, CA 90660-4512
562-801-9200 • 714-285-1200 Fax 562-801-9230 • www.4superior.com

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State of California
Secretary of State

STATEMENT OF INFORMATION
(Domestic Stock and Agricultural Cooperative Corporations)
FEES (Filing and Disclosure): $25.00. If amendment, see instructions.
IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

This Space For Filing Use Only

S

1. **CORPORATE NAME** (Please do not alter if name is preprinted.)

C1764613

Superior Property Services, Inc.
9129 Perkins St.
Pico Rivera, CA 90660

DUE DATE:

COMPLETE ADDRESSES FOR THE FOLLOWING (Do not abbreviate the name of the city. Items 2 and 3 cannot be P.O. Boxes.)

	CITY	STATE	ZIP CODE
2. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE 17671 Irvine Blvd, Suite 106	Tustin	CA	92780
3. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY 9129 Perkins Street	Pico Rivera	CA	90660
4. MAILING ADDRESS OF THE CORPORATION, IF DIFFERENT THAN ITEM 2 9129 Perkins Street	Tustin	CA	90660

NAMES AND COMPLETE ADDRESSES OF THE FOLLOWING OFFICERS (The corporation must have these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

	ADDRESS	CITY	STATE	ZIP CODE
5. CHIEF EXECUTIVE OFFICER/ Larry DeCrona	12851 View Ridge Drive	Santa Ana	CA	92705
6. SECRETARY/ Larry DeCrona	12851 View Ridge Drive	Santa Ana	CA	92705
7. CHIEF FINANCIAL OFFICER/ Ronald Bruneck	14811 Devonshire	Tustin	CA	92680

NAMES AND COMPLETE ADDRESSES OF ALL DIRECTORS, INCLUDING DIRECTORS WHO ARE ALSO OFFICERS (The corporation must have at least one director. Attach additional pages, if necessary.)

	ADDRESS	CITY	STATE	ZIP CODE
8. NAME Larry DeCrona	12851 View Ridge Drive	Santa Ana	CA	92705
9. NAME Ronald Bruncek	14811 Devonshire	Tustin	CA	92705
10. NAME Diane M. DeCrona	12851 View Ridge Drive	Santa Ana	CA	92705

11. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and Item 13 must be completed with a California street address (a P.O. Box address is not acceptable). If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 13 must be left blank.)

12. NAME OF AGENT FOR SERVICE OF PROCESS
Diane M. DeCrona, Esq.

	CITY	STATE	ZIP CODE
13. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, **IF AN INDIVIDUAL** 17671 Irvine Blvd., Suite 106,	Tustin	CA	92780

TYPE OF BUSINESS

14. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION
Cleaning Contractors

15. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

1/26/2009	Larry DeCrona	President	
DATE	TYPE/PRINT NAME OF PERSON COMPLETING FORM	TITLE	SIGNATURE

SI-200 C (REV 01/2008)

APPROVED BY SECRETARY OF STATE

State of California

Secretary of State

Confirmation of Receipt of Document / Receipt for Payment

Transaction ID:	4A8782EE-138C-44A5-B955-09B55104F14D
Confirmation #:	020292
Charge Description	E-file Statement of Information for C1764613
Name:	Superior Property Services, Inc.Lawrence DeCrona
Address:	9129 Perkins St.
Address Line 2	
City/State/Zip:	Pico Rivera, CA 90660
Phone:	562-801=9200
Email:	Larry@decrona.com
Amount:	25
E-File Session:	1159448
AVS Response:	Y
Date/Time:	1/26/2009 12:08:19 PM

NOTE: Confirmation of receipt does not constitute an approved/accepted filing.

Return to Main Page

[redacted]

State of California
Secretary of State

STATEMENT OF INFORMATION
(Domestic Stock and Agricultural Cooperative Corporations)
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Pico Rivera, CA 90660

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1/17/08	Larry DeCrona	President	[signature]
DATE	TYPE/PRINT NAME OF PERSON COMPLETING FORM	TITLE	SIGNATURE

SI-200 C (REV 01/2008)

APPROVED BY SECRETARY OF STATE

California Business Portal

Secretary of State DEBRA BOWEN

DISCLAIMER: The information displayed here is current as of JAN 23, 2009 and is updated weekly. It is not a complete or certified record of the Corporation.

Corporation		
SUPERIOR PROPERTY SERVICES, INC.		
Number: C1764613	**Date Filed:** 6/2/1995	**Status:** active
Jurisdiction: California		
Address		
12851 VIEW RIDGE		
SANTA ANA, CA 92705		
Agent for Service of Process		
DIANE DECRONA		
17671 IRVINE BLVD STE 106		
TUSTIN, CA 92780		

Blank fields indicate the information is not contained in the computer file.

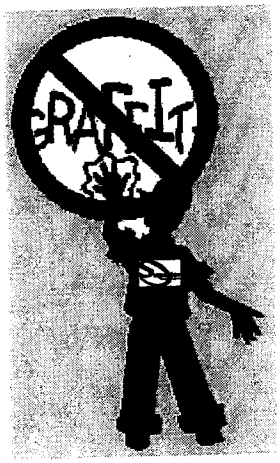
If the status of the corporation is "Surrender", the agent for service of process is automatically revoked. Please refer to California Corporations Code Section 2114 for information relating to service upon corporations that have surrendered.

EXPERIENCE

Background

Superior Property Services, Inc., including Superior Graffiti Services and Superior Pressure Washing offer the kind of unique experience in all areas of graffiti abatement and property maintenance rarely found in other companies. We are "Thinking About Tomorrow" and we strive to understand and focus upon clients' needs and objectives which enables us to obtain the optimum results. Our years of experience in property management and real estate give us a special insight into what is necessary to satisfy our clients. We strive to always be a part of your property maintenance solutions. Superior Property Services, Inc. is a California Corporation and has been in operation for over 15 years. We currently employ 31 full time people.

Superior has a 8,000 square foot corporate office and warehouse in Pico Rivera in Los Angeles County, with an additional warehouse in Pomona. California. We service clients in Los Angeles, Orange, Riverside and San Bernardino counties.



PROPOSERS CAPABILITIES

Superior Property Services, Inc. is a California Corporation, with Larry DeCrona and Ronald Bruneck as sole owners and principal officers. Superior has been in the property maintenance since 1992 and have been providing graffiti abatement services for over 12 years.

Superior takes pride in constantly seeking to use the most up to date technology, data communications, computer technology and training, in the industry. We strive for greater service through better scheduling, project management, alignment of personnel along with working smarter and more efficiently. Our employee's have been with the company an average of 6 years. We have several that have been with Superior for over 15 years. We provide a great work environment with numerous company benefits. Our organizational chart illustrates the growth and commitment to our employees.

All Superior's field personnel receive on going training specific to their jobs. Superior provides monthly mandatory training sessions for all personnel. This training includes safety issues as well as specific employment issues, such as sexual harassment issues, employment benefits and polices.

Superior requires all crew members be bilingual and in order to insure that takes place we encourage all employees attend English/Spanish classes. We provide flexible schedules and reimburse up to 75% of the cost for such classes.

Superior currently provides graffiti abatement services to the County of Los Angeles, Riverside Transportation Authority, City of West Covina, City of Orange, the County of Orange and City of Colton. Therefore we are confident that we have the staffing and ability to provide the highest level of service to the County of Los Angeles. We have the ability to provide multiple crews with pressure washing capabilities, and our response times are highly recommended by all of our clients.

Staff/Key Personnel

Lawrence E. DeCrona

President

Mr. DeCrona was honorably discharged from the United States Air Force after a tour of duty in Vietnam. He attended Mt. San Antonio College and Cal Poly University where he obtained a degree in Business Administration. He began his career in real estate and marketing in 1973 and specialized in residential and commercial income producing properties. Mr. DeCrona is a licensed General Contractor and has acted as Owner/General Partner in the acquisition, development or management of over $22,000,000 in real estate projects.

As a developer/builder, he has built or renovated over 195 apartment units and completed construction of thirty-three single family and multi-family homes in Southern California. He has also completed construction and renovated over 178,000 square feet of commercial/industrial property and received the "Historical Restoration Award" from the City of Santa Ana in 1988 for the Oddfellows Building originally constructed in 1906.

Mr. DeCrona and Ron Bruneck formed Superior Property Services in 1994. Superior is a full service graffiti abatement, janitorial service, pressure washing and property maintenance company.

Mr. DeCrona was the co-founder, in 1980, of the Newport Beach Business Club and a 20-year member of Lions International and Past President of the Mariners Lions Club of Newport Beach. He is on the advisory Boards for Vanguard University and Friends of Institute of Real Estate Management. The DeCrona's are active members of Trinity United Presbyterian Church in Tustin, California.

Mr. DeCrona is married to Diane M. DeCrona, a Tax Attorney/CPA, and they have a grown son and daughter.

Ronald L. Bruneck

Vice President

Began his career in real estate sales and property management in 1974. During his 15 years in property management, he was responsible for managing a portfolio consisting of over 2500 residential units and numerous commercial properties. He obtained his real estate brokers license in 1976, owned and managed Lanco Property Management until 1989. He then started CDS Maintenance which later became Superior Property Services in 1994. Mr. Bruneck is married with 2 boys and resides in Tustin, CA. Mr. Bruneck attended the University of Southern California, holds a Bachelor's degree in Business Administration and was a member of the Institute of Real Estate Management (IREM). Larry DeCrona and Ron Bruneck have worked together for over 20 years and in 1994 became partners to form Superior Property Services, Inc.

Nancy Hernandez

Director of Operations

Office Manager

Ms. Hernandez joined our company in 1992. Her years of experience in all aspects of the maintenance business have resulted in a responsive and knowledgeable manager. Being bilingual enables her to communicate with the employees giving them directions and new ideas to complete the work needed. Ms. Hernandez attended Orange Coast College taking classes in business management and accounting. Ms. Hernandez directly over sees the office staff and indirectly is responsible for all employees, with supervisors reporting directly to her. She also is responsible for scheduling work and accounts receivables. Ms. Hernandez is a integral part of the Superior operation and family.

Francisco Cuenca
Operations Manager

Francisco has been with Superior for over ten years and started as one of our maintenance men and pressure washers. Over the years Francisco has shown his versatility by taking on any job necessary. He has worked on our paint crews and became our key supervisor over seeing all of our graffiti abatement crews. He is very familiar with the requirements of our LA County graffiti contracts and the areas they service. Mr. Cuenca responsibilities now include the operations of all our contracts and reports directly to our Director of Operations.

In order to assure the highest quality service, we inspect all jobs on a frequent basis. A supervisor is assigned to a specific area on a full-time basis. The supervisor visits the job sites at least twice a week, or more if needed. Inspections are made both during business hours and after to insure that projects are completed professionally and on schedule. We employ only qualified and skilled persons who have passed our rigid qualifications and training. These supervisors report directly to Mr. Cuenca.

Amanda Campbell
Data Entry

Miss Campbell has been with the company for 4 years, she is experienced in QuickBooks, Word, excel, and PowerPoint presentations. Miss Campbell handles all of our data entry and helps keep all of our computers up and running. She currently is attending CSUF working towards a degree in computer science.

Nancy Chavez
Receptionist

Miss Chavez has been with the company for over 2 years. Miss Chavez helps with the office work and answering the phones.

Mario Mendez
Area Supervisor

Mario has been with the company for 4½ years. Mario is bilingual and has been involved in the janitorial industry his whole career. He has worked his way up from a janitor position to building supervisor, area manager, lead floor crew supervisor to area supervisor. Mario oversees all of our janitorial contracts and works closely with our other supervisors in improving training techniques and reporting.

Robert Cazares
Crew Supervisor

Robert has been with Superior for over 7 years, working on graffiti abatement contracts the whole time. Robert now oversees all of our graffiti abatement contracts and crews. He spend a great deal of his time inspecting areas,

Chris Bruneck
Field Supervisor

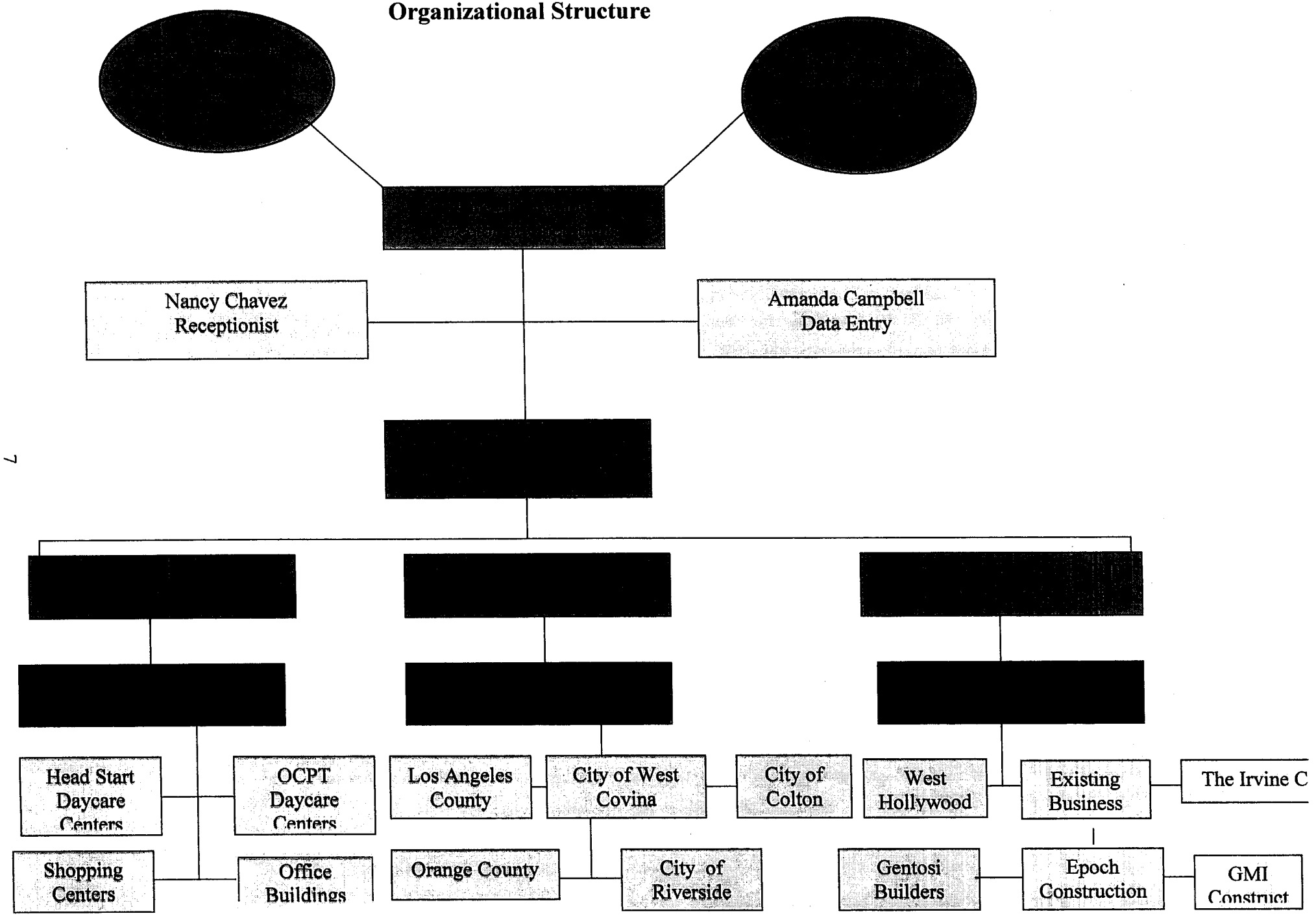
Chris has grown up with Superior and has worked in all phases of the company. He has worked as a janitor, graffiti crew, data entry, and maintenance crew. He now oversees all of our maintenance work, pressure washing and new construction clean-up work. He also helps out with graffiti abatement in the flood channels when necessary. Chris has a passion for soccer and is attending college pursuing a degree in accounting.

Graffiti Abatement Crew members

Roberto Cazares Murillo – 26 years of painting experience/7 years in graffiti abatement
Francisco Santos – Over 10 years of painting experience/4 years in graffiti abatement
Martin Leon – 8 years of painting experience/4 years in graffiti abatement
Jose Chavez – 10 years of painting experience/4 years in graffiti abatement
Rogelio Vasquez – Over 15 years of painting experience/7 years in graffiti abatement
Alvaro Goduinez – 7 years of painting experience/2 years in graffiti abatement
Jesus Navarro Jr. – 5 years of painting experience/3 years in graffiti abatement
Luis Garcia – 9 years of painting experience/6 years in graffiti abatement
Alejandro Gonzalez – 6 years of painting experience/5 years in graffiti abatement
Feliciano Ordonez – 5 years of painting experience/3 years in graffiti abatement
Jose F. Ordonez – 8 years of painting experience/4 years in graffiti abatement
Alejandro Trujillo – 4 years of painting experience/3 years in graffiti abatement
Juan Romero – 3 years of painting experience/3 years in graffiti abatement
Juan Ayala – 2 years of painting experience/1 year in graffiti abatement

All of our crew members have had a minimum of one year of prior painting experience. They must have and maintain a clean driving record. They receive 2 weeks of extensive training by Superior prior to being placed on a crew in the field. They learn paint color matching, painting techniques, reporting, safety, paint sprayer maintenance and additional training in their specific area.

Superior Property Services , Inc.
Organizational Structure



THE FACTS

- **17 ¾ Million Square Feet**
  - **Total Graffiti removed**

- **135,500**
  - **Total # of Tags removed**

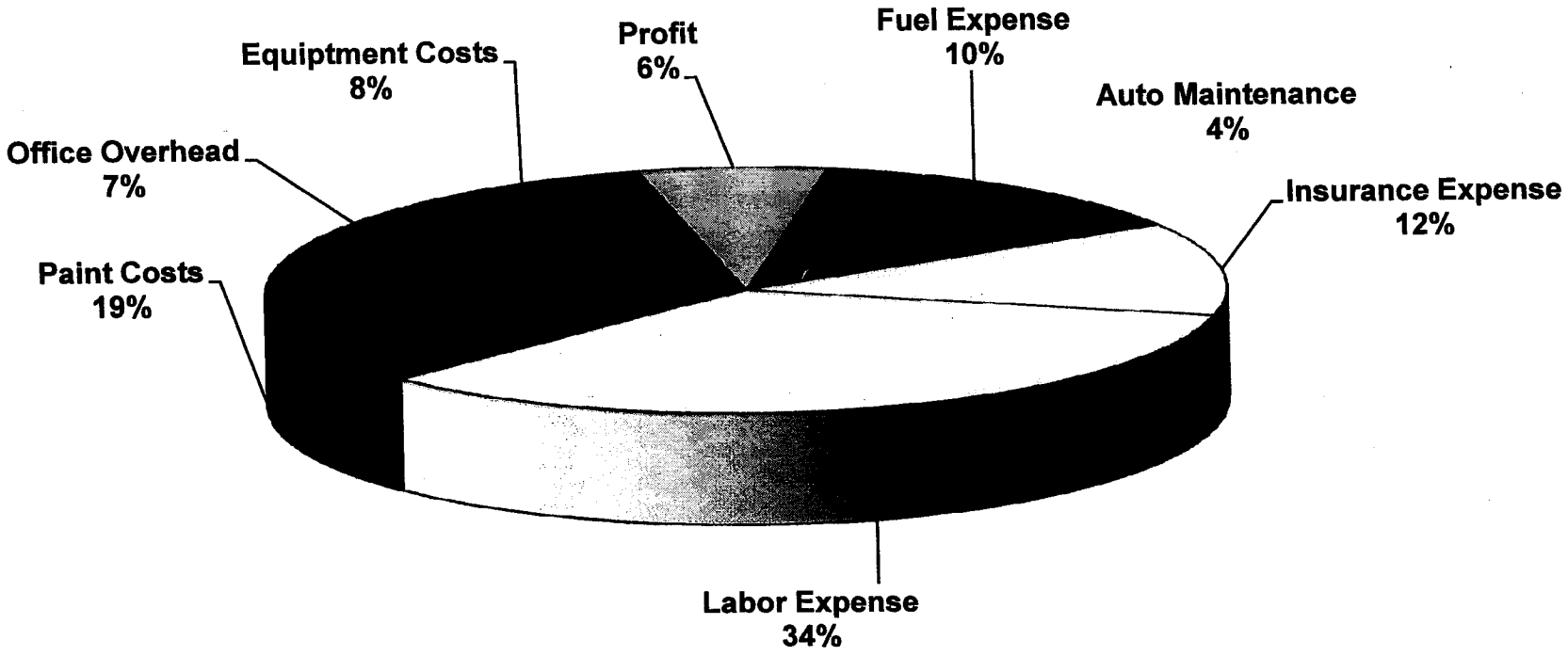
- **33,521 gallons**
  - **Paint used per year**

- **14¢ per sq. ft.**
  - **Average cost per square foot**

- **$11.42**
  - **Cost per tag**

Based on work performed by Superior Property Services over the last three years**

GRAFFITI ABATEMENT COSTS



Billing Method / Accounting Procedures

Superior utilizes state-of-the-art computer accounting and data base systems. Our computers are networked and include high speed internet capabilities and communication software.

We are currently developing a program system similar to that used by UPS to track packages. Our system will allow us to track and route each work order to maximize the efficiency of each crew. In addition, we will be able to pin point hot spots, list all outstanding work orders, and more accurately reflect the time to complete and the cost associated with each work order. This new system we will come close to being a paperless system of tracking work orders in the field.

Currently each crew maintains a log of all work performed. This log includes type of structure, facility, job location date, time, type of work required, completion time, and amount of material, paint color and comments. We log all work orders into our data base and track their completion. This Database system can be linked to our accounting system to insure proper billing. Every service call is logged in and maintained for 3 years. Our billing will be by zone and will include labor hours, number of work orders completed, and materials used.

Internally we focus our attention on two primary areas. First we organize and log all work orders in each area before they are sent to the crew. This eliminates wasted time in the field and insures that time is spent actually removing graffiti. Secondly we make sure our warehouses are located close to our contract areas. Again this maximizes time spent removing graffiti. We are the only contractor in the industry that maintains warehouses based on the location of our contract. Supplies are delivered and inventoried at each warehouse so there is no wasted or down time. Vehicles are inspected, re-fueled and re-stocked with supplies every evening. This allows our graffiti crews to spend far more time actually removing graffiti than any of our competitors.

Communication

We anticipate that work request can be emailed or faxed to our 800 fax number, or called into our phone at (800) 741-2532, where our bilingual office staff would forward the work order to the appropriate crew. We currently maintain all staff with mobile phones and our 24-hour voice mail can reach company owners and supervisors when necessary. Work orders emailed or faxed to us would come into our computer and automatically logged into our system. Each crew has cellular phones with GPS capability so we can monitor their routes in real time. This phone system also allows them to log in when starting their shift, lunch period and ending their shift. This new system allows us to adjust routes and handle all requests in a timely manner.

Superior Property Services, Inc.

PROPOSER'S REFERENCE LIST

A. County of Los Angeles Graffiti Abatement Contracts

1997	Zone 1A
1998-1999	Zone 1A, 1B and Flood Control Channels
1999-2002	Zone 1D, 1E, 1D, 2A, 2B, 4A, and 5A
2003-2005	Zone 1A, 1B, 1D, 1G, 2A, 2D, 2E, Flood Channel, and 2nd Story (district 1 & 2)
Current Fiscal Year	Zone 1A, 1B, 1D, Flood Control Channels, 2nd story (District 1 & 2), 5D, 5E, 5F, and 5G

B. Other governmental agencies and private companies

2001 – Current Fiscal Year	County of Orange (Graffiti Abatement Contract) Includes County buildings County Court house interior/exterior County Flood Control Channels
2006 - Current Fiscal Year	City of West Covina (Graffiti Abatement Contract)
2006 - Current Fiscal Year	City of Colton (Graffiti Abatement Contract)
Current Fiscal Year	City of Orange (Graffiti Abatement Services)
Current Fiscal Year	City of West Hollywood (Pressure Washing Contract)
2004 – 2008	Santa Ana Police Department (Pressure Washing and Graffiti Abatement
2004 – 2006	San Bernardino (Graffiti Abatement Contract) Supervisory Districts 2 & 4
2007	City of Claremont (Graffiti Abatement Contract)

Superior Property Services, Inc.

Partial Reference List

AMC MANAGEMENT
AMERISTAR LENDING GROUP
AMERICAN RED CROSS
BIXBY LAND COMPANY
BPS GROUP
BRENTWOOD COUNTRY CLUB
BRYMAN COLLEGE
CANYON ACRES CHILDREN SERVICES
CENTER TRUST
CITY OF CLAREMONT
CITY OF COLTON
CITY OF ORANGE
CITY OF RIVERSIDE
CITY OF SANTA ANA
CITY OF WEST COVINA
CITY OF WEST HOLLYWOOD
COUNTY OF LOS ANGELES
COUNTY OF ORANGE
EASY ACCESS SELF STORAGE
EPOCH CONSTRUCTION
FLEET FUELS
FOUNTAINGLEN PROPERTIES
GODBEY MONROE
GT BICYCLES
HACKETT MANAGEMENT CORP.
IC MYERS PROPERTIES
KF PARTNERS
LIMELIGHT JAVA
LOS ANGELES COUNTY FLOOD CONTROL
MADISSON MARQUETTE MANAGEMENT
MARNELL CORRAO
MC CARRION AIRPORT,- Las Vegas, NV
MINI-U-STORAGE
NATIONAL AUCTION PROPERTIES, INC.
NEW YORK, NEW YORK HOTEL, Las Vegas, NV
ORANGE COAST JEEP,GMC & BUICK
ORANGE COUNTY HEAD START
ORANGE COUNTY PARENTS & TEACHERS
PHILARMONIC HOUSE OF DESIGN
PRESBYTERIAN CHURCH OF THE COVENANT
PROWEST PCM, INC.
RESCO SELF STORAGE
RIDGEPARK LANDSCAPE
RIVERSIDE COUNTY TRANS. COMMITTEE
RUBY'S RESTAURANTS
S & S BUILDING MAINTENANCE
SCHROEDER MANAGEMENT
SHOOK PROPERTIES
SHURGARD SELF-STORAGES
SPERRY VAN NESS
SOUPLANTATION RESTAURANTS
SWINERTON BUILDERS
THE CARLSON COMPANY
TUSTIN UNIFIED SCHOOL DISTRICT
UNITED CONSTRUCTION
W. CRAIG DOOTSON
WAHOO'S RESTAURANTS
24 HOUR FITNESS CENTERS

WORK PLAN/ EQUIPMENT

PLAN OF ACTION / APPROACH

Procedures & Techniques Proposed

The following plan of action was compiled after a comprehensive and detailed inspection of each area and extensive cost analysis.

We evaluated each contracts in this proposal keeping in mind increased costs for non-field personnel, fuel, paint, workers compensation; liability insurance, auto insurance coupled with an overall increase in graffiti and employee risk factors. Gang activity and unemployment has increased which results in an increase in the amount of graffiti. Business owners and residents in these areas are much more aware of the county's Graffiti Hot Line, so it is no coincidence that the number of tags being called into the Hot Line has increased. Superior has proven that we maintain a higher completion of tags to contract price, which translates into a much lower cost of graffiti removal for the county per square foot (.13¢ to .18¢ on average). Superior has also established itself, over the last twelve years, as more than competent in our response times, reporting and maintaining accurate records. Our response times in completing work orders have always been of highest priority. We can assure you our proposals and plans of actions will give you the best service for the money. Please keep in mind the following guidelines when evaluating the number of crews being used on average:

- 1 crew = 400,000 Sq. Ft. of graffiti removed per year on average
- 1 crew = can clear up to 4,500 tags per year on average.
- 1 crew = cost $4,500 per month (labor, paint, fuel & insurance on average)

Superior's motto is "Thinking About Tomorrow" and our goal is to always be thinking about ways to improve the eradication of graffiti and how we can implement more effective methods to accomplish that goal tomorrow and beyond. Superior **works hard** at obtaining a Zero tolerance area whenever we take on a new contract. We have been providing graffiti abatement service to the County of Los Angeles and other municipalities for almost 12 years. We know Los Angeles County and have successfully, in previous contract periods, maintained several of the contact areas we are now bidding on. No other company has been able to match our proactive productivity, as Superior eradicates twice the amount of graffiti on its own without waiting for the County 800 Hot Line calls to be received. We are able to do this by reducing the drive time to and from areas and increasing the actual time crews spend removing graffiti by using skilled well prepared personnel and providing them with excellent equipment. Removing graffiti is not rocket science, but it is hard work and requires follow through, common sense and a can do attitude. Our company owners, administrators, supervisors and well-trained experienced personnel know what they are doing and take pride in doing a good job. We have regular staff meetings to discuss training and safety methods and other issues and strive to keep our loyal staff inspired and thus maintain a very low turnover ratio. We constantly strive to be "Thinking About Tomorrow" and how we can improve our quality control, reporting, color matching and overall efficiency for the County of Los Angeles and our company.

Our supervisors are all "hands on" including the company owners. Our supervisors also act as quality control inspectors. Our primary quality control inspector is Larry DeCrona and our quality control trainee is Chris Bruneck. Everyone, from the top down understands our goal of zero tolerance graffiti removal by matching colors as best as possible, water blasting with our water recovery and recycling units and using Bio degradable chemicals. Superior can roll trucks 7 days a week if necessary to respond to the requests of the County of Los Angeles in the fight to eradicate vulgar and threatening graffiti.

Each graffiti abatement truck leaves our warehouses at approximately 6:30am and is well prepared for their mission. Trucks have signage indicating we are contracted with the County of Los Angeles and 800# posted. Trucks are equipped with the paint sprayers, custom hose reels, color matching equipment, paint racks, small buckets and rollers for small tags, ladders and flashing strobe safety lights. Every truck leaves the warehouse fully fueled and loaded with a wide range of paint colors. Our personnel are all uniformed and wear safety vests. Each crew is given a cell phone with 2-way radio communication capability and all phones have a Xora GPS Most companies **say** they can provide zero tolerance, Superior **works hard** at obtaining Zero tolerance. We are currently using the Graffiti Tracker camera GPS system in conjunction with the County of Los Angeles Sheriffs Department to assist in apprehending high volume taggers.

Most of our crews are based out of our main warehouse in Pico Rivera which is located very close to many of these contract service areas. In the event of rain, high graffiti incidents or special requests our crews could be required to work Saturdays. Our staff can easily determine how many work orders were received, completed and outstanding for any given period. We track frequency of tags and hot areas; square footage and job times, on a continuing basis. .

Over the years we have established a partnership with two major paint suppliers to provide us with new and recycled paint at the lowest prices possible. Our suppliers have committed to us for the next 3 years to lock their current prices, provide inventory and to stock our special Superior Graffiti Block paint. They will ship to our warehouses within 12 hours and will also stock our products in any of their local stores requested.

Superior is very proud of our X-Rite Color Designer color matching system. The hand held sample monitors, software and computers make paint matching fast and accurate.
The portable hand held instruments measure the paint color off of any wall and we then process the sample color data characteristics factoring in lighting conditions and the surface. We then have the systems software display the paint mix formula that matches the sample taken with the hand held unit. All these functions are accomplished in a matter of seconds and are then saved for future reference by address. We use our custom mixers to make a quart, gallon or up to 5 gallons of matched paint for use. We also label all mixed color matched paint for future use in the field by our crews who patrol the area. So in most cases we have very little delay as a result of needing to match specific colors. Also in an effort to keep our paint costs under control we obtain mismatched paints from paint contractors and paint stores. We remix and re-tint these recycled paints to our existing colors to lower our overall paint costs.

We work closely with the Sheriffs Department, neighborhood watch programs, and non-profit organizations to clean up alleys and high visibility areas including vine wall paint outs. We found that these programs can be very successful when combined with an aggressive graffiti abatement program. No other contractor has the reputation Superior has for contributing back to the communities or assisting the sheriffs department with establishing ways to counter the graffiti problems. Because we are "Thinking About Tomorrow" we take a proactive approach to removing graffiti and participate in all programs that work to that end. Our budgets include funds for additional crews if necessary, supervisors, 2-man crews' in high crime areas; and funds for community work programs.

Plan of Action:

The following plan of action was put together after a painstaking and thorough inspection of each area, current and future cost analysis and consideration of the most effective Zero Tolerance plan of action. We are aware that some of the areas have major alleys and that these are often very time consuming and costly to maintain and are often high-risk areas for our crews. We have rated each area 1 ~ 10 (**1 being very clean to 10 high activity and/or high risk**), based on the size of each area, the level of crime and amount of graffiti activity.

Zone 1G –Walnut Park

Price: $52,774
Rated: 7

- **1 roving paint crew (5 days/week)**
- **1 roving pressure washing crew (2 Days per/week)**
- **1 supervisor-quality control inspector (2 days/week plus Community meetings)**
- **Additional support as needed**

Our office and warehouse are located very near this area, which greatly increases the amount of time our crew can spend removing graffiti. This can be a very difficult densely populated area to maintain as the business owners and residents are very active in this small ¾ square mile community. We would work with the community as needed to keep them part of the solution. There are a large number of commercial buildings with large visible walls so this is a taggers dream area. We are confident we can control the graffiti in this area with one crew and a pressure washing crew as needed. Our plan would be to divide this area into a grid consisting of 2 sections. The crew would be assigned a geographical area to proactively patrol every other day after they have completed any pending work orders. In addition to the Graffiti Abatement Crew we would provide a roving pressure washing crew as needed. When work orders are received requiring pressure washing or our in-area GAC spots a tag requiring pressure washing we would then dispatch our the pressure washing crew.

Zone 5A - Altadena/Monrovia/Duarte/La Crescenta/Montrose/Lake Elizabeth/Lopez and Kagel Canyons

Price: **$62,015**
Rated: **5**

- **1 roving paint crew (5 days/week)**
- **1 roving paint crew (on Saturday as needed)**
- **1 roving pressure washing crew**
- **1 supervisor-quality control inspector (1-2 days/week)**
- **Additional support as needed**

This is a very large demographic area with several higher end residential areas and several major thoroughfares. We have had this area under contract in the past when it did not include La Crescenta, Lake Elizabeth and the two canyon areas. Although there are added areas we feel the new areas have very little graffiti on average. We feel this area can be maintained with a one-man crew working five to six days a week. In order to provide 6 day a week service we would want to split another full time crew with this area if possible. This additional crew would work on Saturday so the areas out of the city could be covered at least twice per week. In order to be efficient our crews would be equipped with pressure washing capability in addition to painting. Plus we would rove a pressure washing crew in this area one day per week to remove work orders requiring pressure washing that have not been completed. This crew would then fill in on our other contracts on another day. We would work closely with the neighborhood watch programs to insure quick response times. We would concentrate on the major arteries and completing all work orders on a daily basis. In past years we worked closely with the Sheriffs Department and encouraged them to call in any troubled areas directly into our office.

This area needs special attention because it is spread out and is enormous size and requires more drive time. There is less graffiti in these higher end residential neighborhoods, however the home owners expect a much quicker response time. It is imperative to have someone in the area on a daily basis. Based on the information provided we are confident we can maintain this area as we have outlined.

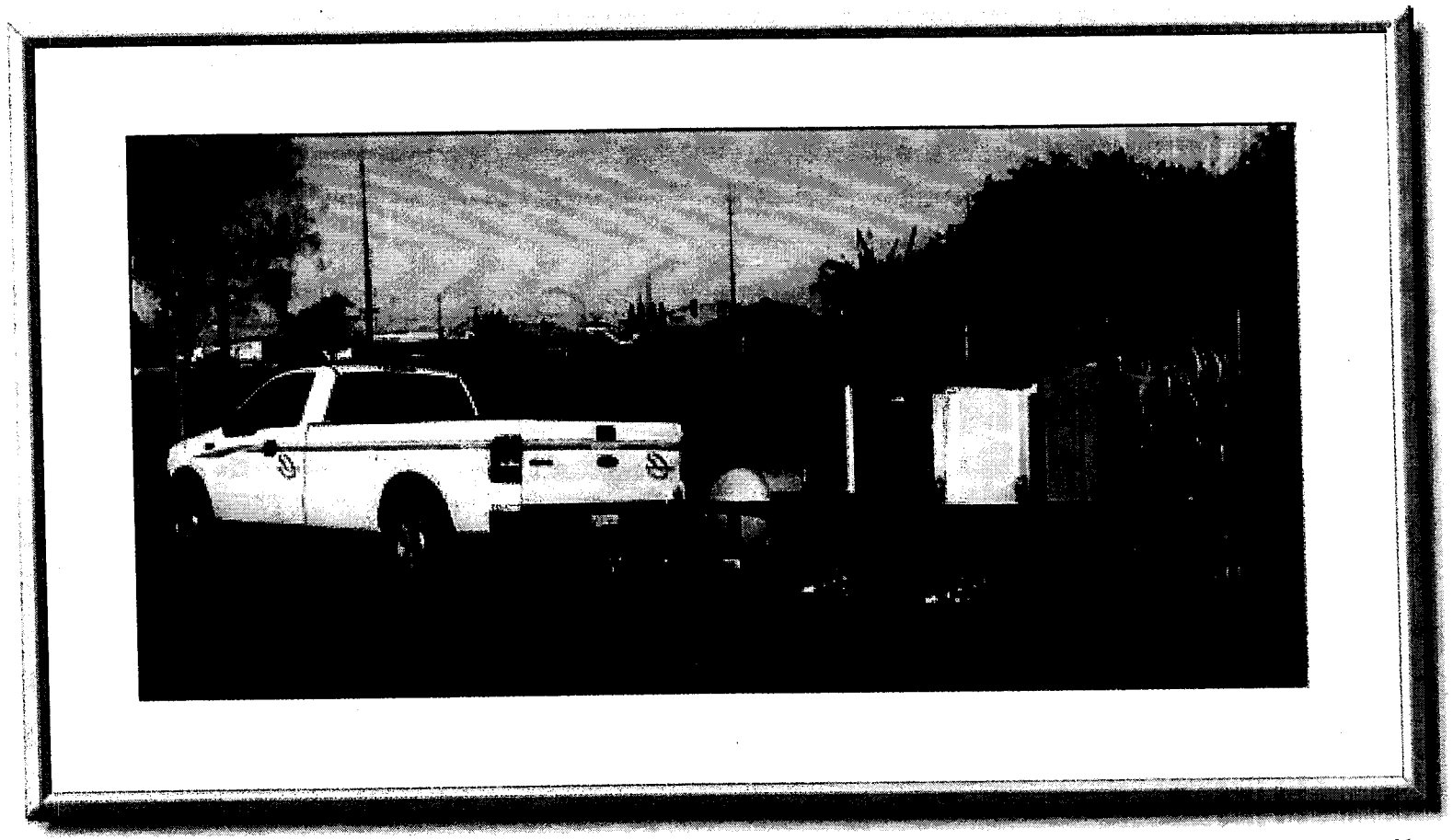
List of Superior Vehicles and Equipment

2008 Chevy Silverado Truck
2007 Ford-F150 Long Bed Truck
2005 Ford-F150 Long Bed Truck
2003 Ford 15 passenger Van
2003 Dodge Dakota X/C Truck
2003 Chevy S-10 Flat Bed Truck
2000 Toyota Tundra Flat Bed Truck
2002 F250 Ford Flat Bed Truck
1999 Ford F150 Long Bed Truck
1999 Dodge Dakota X/C Truck
1998 Dodge Dakota Truck
1998 Dodge Dakota Truck
1997 GMC Sierra Flat Bed Truck
1996 Dodge Dakota Truck
1998 Chevy S-10 Truck
1996 Chevy S-10 Truck
1993 F-250 Ford Truck
1994 Chevy S-10 Truck
1994 Ford Ranger Truck

Trailer Mounted Silver Eagle "All Propane" Pressure washer & Water Recovery System
Trailer Mounted Landau Pressure Washer/Steam Cleaner
Trailer Mounted Delco Pressure Washer/Steam Cleaner
Truck Mounted Hydro Blaster Pressure Washer/Steam Cleaner
Truck Mounted Hydro Blaster Pressure Washer/Steam Cleaner
Portable 3000 PSI Water blasters (2)
Water recovery vacuum systems (3)
Extension wands for water blasting of high areas
2 Sand blasting pots and wands (4)

8900 Speedflow Airless Paint Sprayers (14)
4900 Speedflow Airless Sprayers (2)
3900 Grayco Airless Paint Sprayer (2)
Titan Portable Pot Paint Sprayers
X-Rite ColorDesigner Paint Matching Computer System
Portable hand help paint Scanners for on-site color matching
Paint Tinting Equipment, Paint Shakers & Paint Mixing Equipment

Honda 3000 watt Portable Generator
Yamaha 1600 watt Portable Generator
Coleman 2500 watt Portable Generator
Extension wands for water blasting of high areas
Extension Ladders, Step Ladders and Portable scaffolding
Custom Hose Reels (14)
Full supply of all pressure washing equipment, hoses and Turbo nozzles
Full supply of all painting equipment & hoses
550 feet of Rubber Steel jacketed fire hose
Steel Eagle Surface cleaning spinners (3)
Floor scrubbers for concrete and floor cleaning



Superior has just finished designing and putting into active service a new, state of the art, trailer mounted fully propane powered hot water pressure washer unit. The one of a kind unit is equipped with a Hydro Tek water recovery system and Honda Super Quite Series EU3000is generator and has the capacity to fully recycle up to 220 gallons of water during recovery.

ColorDesigner® 10

Installation Guide

x-rite

QUALITY ASSURANCE PROGRAM

Superior Quality Commitment

Superior has provided the highest quality cleaning services since 1996. Through the years Superior has obtained the experience necessary to complete any type of job large or small. Superior offers the kind of service rarely found in our industry. Our focused desire and ability to understand and implement client's needs and objectives enables us to attain the optimum results for our clients. **Superiors** owners have years of experience in property management, painting. pressure washing, and construction before starting Superior, and have the knowledge to satisfy facility managers, owners, municipalities and tenants needs.

Superior has a commitment to deliver our services in a timely manner on or before the promised completion date. No excuses we just do the job right.

Superior is committed to using the best cleaning and eradication procedures possible to assure quality control in all our services.

Superior is committed to resolve our clients concerns regarding service quality and any other complaints quickly and in everyone's best interest.

Superior's goal is to provide a very unique and customized type of service to fit our clients' needs and budgets. We know what it takes to provide Superior service and ear our clients trust and respect.

Training Program/Quality Assurance Program

All new crewmembers go through a two-week training program prior to working in the field. The training program will consist of the following:

- Three days of painting techniques; color matching; equipment care; preparation and cleanup; and quality control.
- One day of safety procedures; Material Safety Data Sheets; and office procedures.
- Two days of field training which will consist of familiarization with the specific zone and graffiti removal problems
- Minimum of five days of field training with a supervisor.

We have an existing relationship with Vista Paints, Dunn Edwards Paints and Urban Restoration Products and have established a training program where they will provide training in painting equipment, painting techniques, color matching and solvent use for products provided by them.

After 90 days all employees must be reviewed and go through an additional day of equipment, product and quality control training prior to being taken off probation status.

All Superior's field personnel receive on going training specific to their jobs. Superior provides monthly mandatory training sessions for all personnel. This training includes safety issues as well as specific employment issues, such as sexual harassment issues, employment benefits and polices.

Superior requires all crewmembers be bilingual and in order to insure that takes place we encourage all employees attend English/Spanish classes. We provide flexible schedules and reimburse up to 75% of the cost for such classes.

Our Field Supervisors and Field Inspectors are provided with the specific requirements and scope of work for Los Angeles County Graffiti Abatement Program.

We monitor these requirements in the field to make sure they are being met and completed in a timely manner. We meet with every employee working on Los Angeles County contracts quarterly to review their understanding and performance in complying with the required scope of work.

Each employee maintains daily logs of all work completed. Our inspectors spot check these logs on a regular basis to determine if the work was completed properly. In addition our field supervisor and or quality control inspectors routinely drive all areas and fill out a Graffiti Inspection Report covering over 15 areas to be inspected in any given area/zone. One of our owners, Larry DeCrona, acts as, Quality Control Officer, and Chris Bruneck, act as the Quality Control Officer, in training. If a corrective action is required then an immediate remedy is decided on and action is taken within 24 hours to correct the problem. All completed documents are reviewed by our Quality Control Team and are then filed for training and future reference.

The attached forms represent a sampling of the forms Superior uses in its program. In many cases the documents are initiated from staff to the inspection officer. The items are reviewed, comments made and necessary actions for correction, if any, initiated. The forms and corrective action are also used in training sessions so that noted items of concern are addressed to the entire staff.

Superior Graffiti Services
Graffiti Inspection Report

To: _____ Area/Zone: _____

Inspector: _____ Date of Inspection: _____

AREAS	EXCELLENT	GOOD	FAIR	COMMENTS
Street Corners/Traffic Poles				
Walls				
Buildings				
Electric Boxes				
Fencing/Gates				
Phone Booth				
Poles				
Light Posts				
Curbs				
Sidewalks				
Signage				
Bathrooms/Parks				
Doors/Windows/Glass				
Flood Channels				
Bike Paths				
Recreational areas				
Vehicle Oversprays				

Corrective Action Required to be completed by date of: _____

Area of Concern: _____

_____

Pressure Washing: _____

Other: _____

Comments/Follow-Up Required: _____

_____

Corrective Action Completion Date: _____

Approved By: _____

File copy after completion and approval

Weekly Vehicle Inspection
(Inspeccion de Vehiculos Semanal)

Inspection Date	
Driver	
Mileage	
License Plate Number	

	Tire Pressure (Presion o peso de llantas)		Gas Cap (Tapadera de gasolina)
	Tire Wear (Llantas Malgastadas)		Mirrors (espejos)
	Brakes (frenos)		Windshield (Parabrisa)
	Oil (Chequear aceite)		Spare Tire & Jack (Llanta de refaccion y gato)
	Coolant (Agua o anti congelante)		Proof of Insurance (Comprobante de aseguransa)
	Transmission Fluid (Aceite de Transmission)		Current Registration (Registracion Vigente)
	Electrical (electrico)		Equipment Oil (Aceite de Maquinaria)
	Battery Water (Bateria)		Equipment Locked (Maquinaria asegurada)
	Head Lights (Luces de enfrente)		Strobe Light (Luz de torreta)
	Tail Lights (Luces de enfrente)	**Problems or Comments (Problemas o Commentarios)**	
	Brake Lights (Luces de frenos)		
	Turn Signal Lights (Luces de senalero)		
	Emergency Flashers (Luces de Emergencia)		
	Windshield Wipers (Limpia parabrisas)		
	Belts/Hoses (Bandas/Mangueras)		
	Radiator (Radiador)		

Complete and fax to office every Friday afternoon

LICENSE

State Of California

Consumer Affairs

CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE

License Number **835687** Entity CORP

Business Name SUPERIOR PROPERTY SERVICES INC

Classification(s) C33 C61/D38

Expiration Date 04/30/2010

Department of Consumer Affairs
Contractors State License Board

Contractor's License Detail - License # 835687

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6). If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
- Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.
- Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
- Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

License Number:	835687 **Extract Date:** 01/17/2009
Business Information:	SUPERIOR PROPERTY SERVICES INC 9129 PERKINS STREET PICO RIVERA, CA 90660 Business Phone Number: (562) 801-9200
Entity:	Corporation
Issue Date:	04/08/2004
Expire Date:	04/30/2010
License Status:	This license is current and active. **All information below should be reviewed.**
Classifications:	CLASS DESCRIPTION C33 PAINTING AND DECORATING D38 SAND AND WATER BLASTING
Bonding:	CONTRACTOR'S BOND This license filed Contractor's Bond number **6333624** in the amount of **$12,500** with the bonding company SURETY COMPANY OF THE PACIFIC. **Effective Date:** 01/01/2007 Contractor's Bonding History BOND OF QUALIFYING INDIVIDUAL 1. The Responsible Managing Officer (RMO) RONALD LEE BRUNECK certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is **not** required. **Effective Date:** 09/19/2006 BQI's Bonding History

This license has workers compensation insurance with the
TOWER SELECT INSURANCE COMPANY

Workers' Compensation:	**Policy Number:** WD8331000408 **Effective Date:** 05/11/2008 **Expire Date:** 05/11/2009 Workers' Compensation History	
Miscellaneous Information:	**DATE**	**DESCRIPTION**
	11/04/2005	CLASS B REMOVED

Personnel listed on this license (current or disassociated) are listed on other licenses.

[redacted]

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INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 10/06/08

PRODUCER Yorba Linda Insurance Services, Inc
P.O. Box 661
Yorba Linda, CA 92885-0661
Phone (714)777-8388 Fax (714)777-8389

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Superior Property Services, Inc.
17671 Irvine Boulevard Suite 106
Tustin CA 92780

INSURERS AFFORDING COVERAGE — NAIC #
INSURER A: Mount Vernon Fire Insurance Co.
INSURER B: Mercury Casulty Company
INSURER C: Tower Insurance Company
INSURER D:
INSURER E:
INSURER F:

COVERAGES

THE POLICIES OF INSURANCE LISTED HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	☑	GENERAL LIABILITY ☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☑ OCCUR ☑ DEDUCTIBLE $1,000 ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☑ PROJECT ☐ LOC	CL 2301106B	10/01/08	10/01/09	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $5,000 $1,000,000 $2,000,000 $2,000,000
B	☑	AUTOMOBILE LIABILITY ☐ ANY AUTO ☑ ALL OWNED AUTOS ☑ SCHEDULED AUTOS ☑ HIRED AUTOS ☑ NON OWNED AUTOS ☑ DED $1,000 ☐	AC11081351	07/23/08	07/23/09	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
	☐	GARAGE LIABILITY ☐ ANY AUTO ☐				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC / AGG	
	☐	EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE AGGREGATE	
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WD8331000408	05/11/08	05/11/09	☑ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

10 day notice of cancellation for non-payment of prmeium.
Certificate holder is hereby recognized as additional insured per attached endorsement.
All Operations.

CERTIFICATE HOLDER

County of Los Angeles Dept. of Public Works ASD
c/o Mr. Anthony Ford
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
Guy Borak

ACORD 25 (2001/08) QF

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RECORD KEEPING (LW-9)

WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS

INSTRUCTIONS

The contractor selected through this RFP process will be required to comply with State and Federal labor regulations and record keeping requirements. The objective of this questionnaire is to determine the appropriateness, scope, and suitability of the procedures the Proposer uses and the internal controls in place to ensure compliance with State and Federal labor regulations and record keeping requirements. In order to appropriately evaluate this area (Part I, Section 4.D, Evaluation Criteria), it is critical that the Proposer submit a detailed description of the processes and the steps associated with those processes.

Answer all questions thoroughly and in the same sequence as provided below. If a question is not applicable, indicate with "N/A" and explain why such question is not applicable. Provide additional details to ensure a clear picture of the Proposer's processes and controls. As used in this questionnaire, the term Proposer includes the business entity that will provide the proposed services. Attach an actual sample copy of timesheet, paycheck, and pay stub.

ADDITIONAL PAGES MAY BE ATTACHED OR RESPONSES CAN BE PROVIDED IN A SEPARATE DOCUMENT.

IDENTIFY EACH RESPONSE BY THE CORRESPONDING QUESTION NUMBER.

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
1. TRACKING HOURS WORKED	
1.1. How does the Proposer track employee hours actually worked?	Each employee maintains a daily time card in addition to logging start, lunch and end with GPS on the cell phone system.
1.2. Where do the Proposer's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite?	Employees report to a central location warehouse; shift starts from this location and travel to work site during their shift.
1.3. If the employees report to a central site with travel to the worksite, when does the Proposer consider the employees' shift to have started? At a central site or upon arrival at the work location?	Shift starts when employss arrives at warehouse and begins work at the central location.

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
2. REPORTING TIME How does the Proposer know employees actually reported to work and at what time? For example, sign-in sheets, computerized check in, call-in system, or some other method?	The onsite Supervisor makes sure all employees properky clock in. In additon we can track their shift start time and location with their GPS cell phone.
3. RECORDS OF ACTUAL TIME WORKED 3.1. What records are created to document the beginning and ending times of employee's actual work shifts? 3.2. What records are maintained by the Proposer of actual time worked? 3.3. Are the records maintained daily or at another interval (indicate the interval)? 3.4. Who creates these records (e.g., employee, supervisor, or office staff)? 3.5. Who checks the records, and what are they checking for? 3.6. What happens to these records? 3.7. Are they used as a source document to create Proposer's payroll? 3.8. <u>ATTACH ACTUAL COPIES OF THESE RECORDS (Please blank out any personal information)</u>.	Time cards, plus computerized time sheets from GPS System. Same as above. Daily records are maintained. Records are created by Employee and GPS reports are created by office staff. Supervisor checks time cards for accuracy and Office Manager checks time cards for completeness and accuracy. Cards are also compared to GPS reports. Any issues found are brought to the employees attention and corrected. Records are then filed. 3.7 - Yes.

Location Details for 'Leon, Martin' between 19-Jan-09 5:00 AM and 19-Jan-09 2:59 PM.

[redacted]

2:56 PM	34.048176/ -118.20225		1	West	Auto Real Time	--	80.8 --
2:51 PM	34.0454/ -118.208607		22	North East	Auto Real Time	--	80.4 --
2:46 PM	34.03704/ -118.214111		1	East	Auto Real Time	5 (5)	79.7 --
2:41 PM	34.036952/ -118.214068	--	--		Auto Real Time	0 (5)	79.7 --
2:36 PM	34.037523/ -118.21394		7	South East	Auto Real Time	--	79.7 --
2:31 PM	34.026571/ -118.207316		0	North	Auto Real Time	--	78.8 --
2:26 PM	34.014712/ -118.168308		51	North West	Auto Real Time	--	76.5 --
2:21 PM	33.975435/ -118.124554		47	North	Auto Real Time	--	72.8 --
2:16 PM	33.9702/ -118.101503		0	North	Auto Real Time	5 (5)	71.4 --
2:11 PM	33.970811/ -118.101908		0	North	Auto Real Time	0 (5)	71.4 --
2:09 PM	33.971723/ -118.101247		0	North	Shift End	7 (7)	71.3 9150 Perkins St, Pico Rivera, CA, 90660
2:06 PM	33.972408/ -118.101119	--	--		Auto Real Time	5 (7)	71.3 --
2:01 PM	33.972408/ -118.101119	--	--		Auto Real Time	0 (7)	71.3 --
1:56 PM	33.972141/ -118.101204		4	South West	Auto Real Time	--	71.3 --

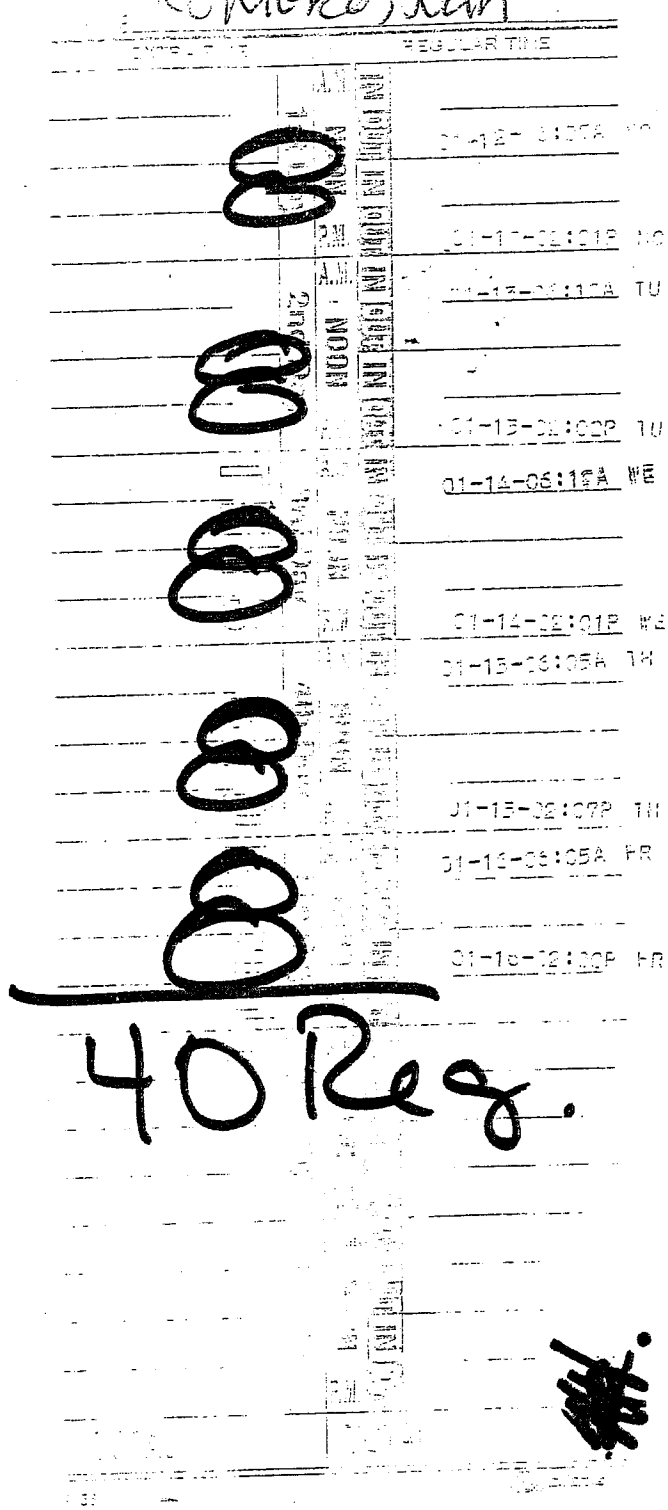
10:50 AM	33.916813/ -118.296234	0	North	Auto Real Time	0 (39)	48 --
10:45 AM	33.916488/ -118.27762	33	West	Auto Real Time	--	47 -- Alley, Willowbrook, CA, 47 90061
10:45 AM	33.916488/ -118.27762	33	West	Lunch End	--	
10:40 AM	33.920075/ -118.265375	3	North	Auto Real Time	--	46.2 --
10:35 AM	33.918819/ -118.265268	0	North	Auto Real Time	--	46.1 --
10:30 AM	33.916339/ -118.239348	19	West	Auto Real Time	--	44.6 --
10:25 AM	33.909152/ -118.225098	2	South East	Auto Real Time	4 (4)	43.7 --
10:20 AM	33.909131/ -118.225098	0	North	Auto Real Time	0 (4)	43.7 --
10:15 AM	33.909077/ -118.224927	17	South	Auto Real Time	--	43.7 --
10:10 AM	33.931672/ -118.230783	0	North	Auto Real Time	--	42.1 --
10:05 AM	33.931747/ -118.228159	2	North	Auto Real Time	10 (10)	41.9 -- 11395 Watts Ave, LOS ANGELES, CA, 41.9 90059
10:04 AM	33.931605/ -118.228276	0	North East	Lunch Start	8 (10)	
10:00 AM	33.931576/ -118.22834	0	North	Auto Real Time	5 (10)	41.9 --
9:55 AM	33.931565/ -118.228159	1	South East	Auto Real Time	0 (10)	41.9 --
9:50 AM	33.931659/ -118.228276	4	South West	Auto Real Time	--	41.9 --
9:45 AM	33.93176/ -118.228319	1	West	Auto Real Time	20 (20)	41.9 --
9:40 AM	33.931765/ -118.228362	0	North	Auto Real Time	15 (20)	41.9 --

6:35 AM	34.001064/ -118.09202	--	--	Auto Real Time	10 (14)	21.5	--
6:30 AM	33.972408/ -118.101119	--	--	Auto Real Time	4 (14)	21.5	--
6:25 AM	33.972408/ -118.101119	--	--	Auto Real Time	0 (14)	21.5	--
6:20 AM	33.972171/ -118.101204		6 South West	Auto Real Time	--	21.5	--
6:15 AM	33.972379/ -118.101247		0 North	Auto Real Time	15 (15)	21.5	--
6:10 AM	33.972205/ -118.101162		2 North	Auto Real Time	10 (15)	21.5	--
6:05 AM	33.972117/ -118.101247		0 North	Auto Real Time	5 (15)	21.5	--
6:01 AM	33.972117/ -118.101076		0 North	Shift Start	1 (15)	21.5	--
6:00 AM	33.972117/ -118.101076		0 North	Auto Real Time	0 (15)	21.5	--
5:55 AM	33.975243/ -118.123711		9 North East	Auto Real Time	--	20.1	--
5:50 AM	33.999736/ -118.148927		49 South East	Auto Real Time	--	17.9	--
5:45 AM	34.037213/ -118.213898		0 North	Auto Real Time	--	13.4	--
5:40 AM	34.041125/ -118.206644		22 South West	Auto Real Time	--	12.9	--
5:35 AM	34.04856/ -118.20418		3 North East	Auto Real Time	--	12.3	--
5:30 AM	34.026571/ -118.250506		64 South East	Auto Real Time	--	9.3	--
5:25 AM	34.037952/ -118.279018	--	--	Auto Real Time	--	7.5	--
5:20 AM	34.028037/ -118.386399		2 South West	Auto Real Time	--	1.3	--
5:15 AM	34.02496/ -118.37809		0 North	Auto Real Time	--	0.8	--

9149 Perkins St,
Pico Rivera, CA,
90660

Romero, Juan

RCM



40 Reg.

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
4. OTHER RECORDS USED TO CREATE PAYROLL (IF ANY) 4.1. If records of actual time worked are not used to create payroll, what is the source document that is used? 4.2. Who prepares and who checks the source document? 4.3. Does the employee sign it? 4.4. Who approves the source document, and what do they compare it with prior to approving it?	NONE Office Manger Employee signs the card prior to payroll Same as 3.5
5. BREAKS 5.1. How does the Proposer know that employees take mandated breaks and meal breaks (periods)? 5.2. Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred? 5.3. If so, who prepares, reviews, and approves such documentation?	Meal breaks are paid and employee logs their break time into the GPS cell phone, which can be verified in real time. Yes, we maintain the GPS log sheets. Office Manager

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
6. HOW PAYROLL IS PREPARED	
6.1. Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid.	Office manager enters payroll informatiom from time cards into our Quickbooks Payroll system. Quickbooks prepares our payroll checks and automatically adjusted.
6.2. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)?	Employees are issued a payroll check prepared by Quickbooks Payroll Service. We then print the checks in our office.
6.3. If by check, do they receive a single check for straight time and overtime or are separate payments made?	Single checks are made for all sums owed to Employee.
6.4. What information is provided on the check (e.g., deductions for taxes, etc.)?	Sample attached. All items are listed.
6.5. **ATTACH A COPY OF A PAY CHECK AND PAY CHECK STUB THAT SHOWS DEDUCTION CATEGORIES (COVER UP OR BLOCK OUT BANK ACCOUNT INFORMATION AND ANY EMPLOYEE INFORMATION).**	

SUPERIOR PROPERTY SERVICES, INC.
1415 E. MCFADDEN AVE., SUITE D
SANTA ANA, CA 92705

ORANGE , CA 92867
90-4317-1222

11/1/2007

PAY TO THE ORDER OF Roberto Murillo Cazares $**879.67

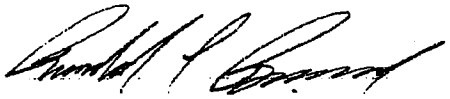
Eight Hundred Seventy-Nine and 67/100********** DOLLA

Roberto Murillo Cazares

08/01/07-09

MEMO Pay Period: 10/11/2007 - 10/25/2007

⑈013963⑈ ⑆



1396

SUPERIOR PROPERTY SERVICES, INC.

Employee	SSN	Status (Fed/State)	Allowances/Extra
Roberto M. Cazares,	***-**-1285	Married/Married (one income)	Fed-1/0/CA-1/0
	Pay Period: 10/11/2007 - 10/25/2007		Pay Date: 11/01/2007

Earnings and Hours	Qty	Rate	Current	YTD Amount
Salary			26.88	156.66
Hourly Rate	88.00	11.00	968.00	18,799.00
Overtime Rate	2.00	16.50	33.00	5,065.52
Sick Hourly Rate				121.00
Vacation Hourly Rate				264.00
			1,027.88	24,406.18

Taxes	Current	YTD Amount
Federal Withholding	-55.00	-1,628.00
Social Security Employee	-63.73	-1,513.18
Medicare Employee	-14.90	-353.89
CA - Withholding	-8.41	-252.52
CA - Disability Employee	-6.17	-146.44
	-148.21	-3,894.03

Adjustments to Net Pay	Current	YTD Amount
Reimbursement - Other		27.99
Net Pay	879.67	20,540.14

Paid Time Off	YTD Used	Available
Sick	11.00	21.00
Vacation	24.00	16.00

Superior Property Services, Inc.. 1415 E. McFadden Avenue, Suite #D, Santa Ana, CA 92705 (714 285-1200

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
7. MANUAL PAYROLL SYSTEM 7.1. If the Proposer uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check. 7.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?	N/A We do not use a manual payroll service. Each rate is listed. Hours worked at each rate is determined by the work and agreed to by Employee.
8. AUTOMATED PAYROLL SYSTEM 8.1. If the Proposer uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll. 8.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the automated payroll system calculate total wages paid? 8.3. Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?	Office enters the required payroll information into the Quickbooks Payroll Service program 3 - 5 days prior to the payroll date. Quickbooks uses the information to prepare all payroll and reporting. Same as 7.2 The calculation is embedded.

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
9. TRAVEL TIME 9.1. How is travel time during an employee's shift paid? 9.2. At what rate is such travel time paid if the employee has multiple wage rates? 9.3. Discuss how the Proposer calculates the day's wages for each situation described in the following two examples: a. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are paid at a different rate than the County's Living Wage rate. b. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are also paid the County's Living Wage rate.	All travel time is paid once employee starts shift. Travel time is paid at base rate or overtime rate, if applicable. 3 hours plus travel to the next location are paid at the LW rate. Shift starts at the next location and travel back to warehouse would be paid at the non-LW rate. All work time and travel time would be paid at LW rate.
10. OVERTIME 10.1. How does the Proposer calculate overtime wages? 10.2. What if the employee has multiple wage rates?	Per labor wage board; Overtime is time and half over 8 hours per day or 40 hours per week. Rates are weighed and averaged and then the time and a half is applied.

DATED: 1/27/09 PROPOSER'S SIGNATURE:

LIVING WAGE & PAYROLL INFORMATION:

Superior believes it is in everyone's best interest to provide a living wage to our employees. Therefore all employees involved with these L.A. County contracts will receive the benefits of the Living Wage Program.

Currently we offer CIGNA HealthCare Med Plus Plan (policy #CG585), which provide full medical for our employee and dependents at a cost of $2.20 per hour And plus an hourly wage of $9.65 per hour.

Superior complies with all State and Federal labor regulations and record keeping requirements. We currently use Quickbooks Payroll Service for all of our payroll reporting, payroll deposits and payroll checks. Every employee receives a written employee manual and acknowledges that they have read and understand our employee manual. Our manual outlines our payroll policies including the following:

- Superior pays on the 1st & 16th of each month
- Pay period is through the 25th and the 10th of each month
- All employees are provided with cell phones with GPS capability with Xora System which records the time they clock in for their shift and their location at time of shift start and shift end. It also records the location and start and end period of their lunch break.
- All employees must also use time cards provided and clock in and out as a back up system to the Xora system.
- Time cards are to be reviewed and initialed as to correctness prior to the preceding pay period, any discrepancy need to be brought to our attention immediately.
- The time cards are used as the backup document for data input and provided to Quickbooks Payroll Service to generate pay checks
- Each pay check and time card is reviewed and signed by our Vice President and delivered to the employee. Pay checks maybe automatically deposited directly into employees account, mailed, picked up or delivered, per the employee's request.
- Supervisors are to monitor employee's arrival and departures from the work place and accuracy of the time cards.
- All time cards and payroll records are kept for a minimum of 5 years.
- All overtime will be paid on the next pay period at the current pay rate or in the event of multiple pay rates they will receive the rate at which the job is classified at or a blended rate using the higher rate.
- Overtime must be approved by the supervisor, if unapproved overtime has occurred the employee will be paid all requested hours and a written notice of our policy will be given to the employee and his/her payroll file will be documented.

- If an employee has more than one rate of pay, the weighted average of the combined pay rates will be used to determine the overtime rate.
- Employees report to work at the warehouse location they have been assigned to and they return to the same warehouse upon completion of their shift times begin and end when employee has arrived at the warehouse and either begun their tasks or end their required tasks. All travel time after clocked in is included in their normal shift and paid at the rate of the current task. Employees working under a County Living wage Contract will complete a full shift under those terms regardless of his duties. We will not breakup shifts at different rates. If there is a discrepancy in rates the discrepancy will be resolved in the employees favor and at the higher rate of pay.
- Superior shifts are 8 hours with one 15 minute break and ½ hour for lunch. Superior pays regular time for both the break time and lunch time.
- Employee's notify their supervisor of the time and location of their morning break and lunch break.

This portion of the proposal highlights the key areas regarding our employee policies. However, additional policies may exist to insure that we are in compliance with all Local, State and Federal regulations.

Employee Benefits

Eligible employees at Superior are provided a wide range of benefits. A number of the programs (such as Social Security, workers' compensation, state disability, and unemployment insurance) cover all employees in the manner prescribed by law.

Benefits eligibility is dependent upon a variety of factors, including employee classification. Your supervisor can identify the programs for which you are eligible. Details of many of these programs can be found elsewhere in the employee handbook.

The following benefit programs are available to eligible employees:

- Health Insurance
- Holidays
- Personal/Sick Leave Benefits
- Vacation Benefits

Some benefit programs require contributions from employees, but most are fully paid by Superior.

Vacation Benefits

Vacation time off with pay is available to eligible employees to provide opportunities for rest relaxation, and personal pursuits. Employees in the following employment classification(s) are eligible to earn and use vacation time as described in this policy:

- Regular full-time employees

The amount of paid vacation time employees receive each year increases with the length o their employment as shown in the following schedule:

- After 1 year of eligible service the employee is entitled to 5 vacation days each year.
- After 3 years of eligible service the employee is entitled to 7 vacation days each year.
- After 5 years of eligible service the employee is entitled to 10 vacation days each year.

The length of eligible service is calculated on the basis of a "benefit year." This is the 12-month period that begins when the employee starts to earn vacation time. An employee's benefit year may be extended for any significant leave of absence.

Once employees enter an eligible employment classification, they begin to earn paid vacation time according to the schedule. Earned vacation time is available for use in the year following its accrual.

Paid vacation time can be used in minimum increments of one day. To take vacation, employees must request advance approval at least two weeks prior to their requested vacation start date to the office manager. Requests will be reviewed based on a number of factors, including business needs and staffing requirements. In most cases no more than 5 consecutive days of vacation will be granted at one time.

Vacation time off is paid at the employee's base pay rate at the time of vacation. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials.

As stated above, employees are encouraged to use available paid vacation time for rest, relaxation, and personal pursuits. In the event that available vacation is not used by the end of the benefit year, employees will forfeit the unused time.

Upon termination of employment, employees will be paid for unused vacation time that has been earned through the last day of work for that year.

Holidays

Superior will grant holiday time off to all employees on the holidays listed below:

- New Year's Day (January 1)
- Good Friday (Friday before Easter) Half day off
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Thanksgiving (fourth Thursday in November)
- Christmas (December 25)

Superior will grant paid holiday time off to all eligible employees who have completed 90 calendar days of service in an eligible employment classification. Holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day. Eligible employee classification(s):

- Regular full-time employees

To be eligible for holiday pay, employees must work the last scheduled day immediately proceeding and the first scheduled day immediately following the holiday.

A recognized holiday that falls on a Saturday will be observed on the proceeding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday. In all cases if the legal holiday falls on a weekend it will be observed on the Federal legal holiday set by U.S. government offices.

If a recognized holiday falls during an eligible employee's paid absence (e.g., vacation, sick leave), the employee will be ineligible for holiday pay.

If eligible nonexempt employees work on a recognized holiday, they will receive wages at their straight-time rate for the hours worked on the holiday and be given an additional day off.

Worker's Compensation Insurance

Superior provides a comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

Employees who sustain work-related injuries or illnesses should inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible.

Neither Superior nor the insurance carrier will be liable for the payment of workers compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by Superior.

Sick Leave Benefits

Superior provides paid personal/sick leave benefits to all eligible employees for periods of temporary absence due to illnesses or injuries. Eligible employee classification(s):

- Regular full-time employees

Eligible employees will accrue personal/sick leave benefits at the rate of 3 days per year (.25 of a day for every full month of service). Sick leave benefits are calculated on the basis of a "benefit year," the 12-month period that begins when the employee starts to earn sick leave benefits.

Employees can request use of paid personal/sick leave after completing a waiting period of 90 calendar days from the date they become eligible to accrue personal/sick leave benefits. Paid personal/sick leave can be used in minimum increments of one day. Eligible employees may use personal/sick leave benefits for an absence due to their own illness or injury or that of a family member who resides in the employee's household.

Employees who are unable to report to work due to illness or injury should notify their direct supervisor before the scheduled start of their workday if possible. The direct supervisor must also be contracted on each additional day of absence.

Personal/Sick leave benefits will be calculated on the employee's base rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials.

Health Insurance

Superior's health insurance plan provides employees and their dependants access to medical insurance benefits. Employees in the following employment classifications are eligible to participate in the health insurance plan:

- Regular full-time employees

Eligible employees may participate in the health insurance plan subject to all terms and conditions of the agreement between Superior and insurance carrier. Superior agrees to pay for one-half of the cost of all employees after a ninety day waiting period. The cost of dependent coverage is the responsibility of each employee. Insurance will be deducted from employees paychecks.

Details of the health insurance plan are described in the Summary Plan Description (SPD). An SPD and information on cost of coverage will be provided in advance of enrollment to eligible employees. Contact the Office Manager for more information about health insurance benefits.

Transporting Workers & Materials

Superior has established satellite warehouses located centrally to our graffiti abatement contracts. Employees would be required to report to directly to the assigned warehouse before beginning their shift to check out their vehicles, equipment, supplies, work orders and instructions to begin their shift. At the end of their shift, they would return to the warehouse so all equipment can be cleaned and serviced and available for the next day's schedule. Our own in-house maintenance staff services all trucks.

All employees are required to clock in (secured time clocks are on site) prior to beginning shift and at the end of each shift. Time cards are maintained in our corporate office. Supervisors are required to oversee each morning shift and insure that all inventory and equipment is ready for each crew.

FORMS

FORM PW-1

VERIFICATION OF PROPOSAL

DATE: Jan. 28 , 2009	THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:

1. THIS DECLARATION IS GIVEN IN SUPPORT OF A PROPOSAL FOR A CONTRACT WITH THE COUNTY OF LOS ANGELES.

2. NAME OF SERVICE: Graffiti Abatement Services

DECLARANT INFORMATION

3. NAME OF DECLARANT: Larry DeCrona

4. I AM DULY VESTED WITH THE AUTHORITY TO MAKE AND SIGN INSTRUMENTS FOR AND ON BEHALF OF THE PROPOSER(S).

5. MY TITLE, CAPACITY, OR RELATIONSHIP TO THE PROPOSER(S) IS: President

PROPOSER INFORMATION

6. Proposer's full legal name: Superior Property Services, Inc.			Telephone No.: (562) 801-9200
Address: 9129 Perkins St., Pico Rivera, CA 90660			Fax No.: (562) 801-9230
e-mail: Larry@4superior.com	County WebVen No.: 51739001	IRS No.: 33-072-3535	Business License No.: 0174570
7. Proposer's fictitious business name(s) or dba(s) (if any):			
County(s) of Registration:		State:	Year(s) became DBA:

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: 9129 Perkins St., Pico Rivera, CA 90660		
	State of incorporation: California		Year incorporated: 1995
☐ 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) Larry DeCrona	Title President	Phone (562) 801-9200	Fax (562) 801-9230
Street 9129 Perkins St.	City Pico Rivera	State California	Zip 92660
Name(s) Ron Bruneck	Title Vice President	Phone (562) 801-9200	Fax (562) 801-9230
Street 9129 Perkins St.	City Pico Rivera	State California	Zip 92660

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): _____ Year of name change: _____.
Name(s): _____ 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 and all representation contained in this proposal on my personal knowledge;
OR
☑ (b) I am making these representations all representation contained in this proposal based on information and belief that they are true.

I declare under penalty of perjury under the laws of California that is true and correct.

Signature of Proposer or Authorized Agent: _____ Date: 1/27/09

Type name and title: Larry DeCrona, President

FORM PW-2.3

SCHEDULE OF PRICES

FOR

ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES – ZONE 5A (2008-PA058)

The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFP. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

DESCRIPTION	PRICE PER MONTH	ANNUAL PRICE (PRICE PER MONTH X 12)
Zero-Tolerance Graffiti Abatement Services – Zone 5A	$5,168.00	$62.016.00

LEGAL NAME OF PROPOSER: Superior Property Services, Inc.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL: [signature]		
TITLE OF AUTHORIZED PERSON: President		
DATE: 1/27/09	STATE CONTRACTOR'S LICENSE NUMBER: 835687	LICENSE TYPE: C33/D38
PROPOSER'S ADDRESS: 9129 Perkins St., Pico Rivera, CA 90660		
PHONE: (562) 801-9200	FACSIMILE: (562) 801-9230	E-MAIL: Larry@4superior.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:	Superior Property Services, Inc.		
Company Address:	9129 Perkins St.		
City:	Pico Rivera	State: CA	Zip Code: 90660
Telephone Number:	(562) 801-9200		
(Type of Goods or Services):	Graffiti Abatement Services		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.

Part I: Jury Service Program Is Not Applicable to My Business

☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed $50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed $500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

☐ My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

Part II: Certification of Compliance

☑ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Larry DeCrona	Title: President
Signature: DE Ll Crona	Date: 1/27/09

FORM PW-4

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: Graffiti Abatement Services
SERVICE BY PROPOSER Graffiti Abatement Services
PROPOSAL DATE: January 28, 2009

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

	2003	2004	2005	2006	2007	Total	Current Year to Date
1. Number of contracts.	65	70	40	50	55	280	50
2. Total dollar amount of Contracts (in thousands of dollars).	700	900	525	1.4 Mill.	1.8 Mill.	3.8 Mill.	1.5 Mill.
3. Number of fatalities.	0	0	0	0	0	0	0
4. Number of lost workday cases.	0	0	0	1	0	1	0
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.	0	0	0	0	0	0	0
6. Number of lost workdays.	0	2	0	2	0	4	0

The above information was compiled from the records that are available to me at this time, and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Superior Property Services, Inc.
Name of Proposer or Authorized Agent (print)

Signature

1/27/09
Date

FORM PW-5

CONFLICT OF INTEREST CERTIFICATION

I, Larry DeCrona

- ☐ sole owner
- ☐ general partner
- ☐ managing member
- ☑ President, Secretary, or other proper title)

of Superior Property Services, Inc.
Name of proposer

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

> **Contracts Prohibited**. A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.
>
> 1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
>
> 2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
>
> 3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
>
> (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
>
> (b) Participated in any way in developing the contract of its service specifications; and
>
> 4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of the Los Angeles County Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed _____ Date 1/27/09

FORM PW-6

PROPOSER'S REFERENCE LIST

PROPOSED CONTRACT FOR: Graffiti Abatement Services

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names, telephone and fax numbers, and e-mail addresses before listing. Incorrect names, telephone and/or fax numbers, or e-mail addresses will be disregarded. Use additional pages if required.

A. COUNTY OF LOS ANGELES AGENCIES

All contracts with the County during the previous three years must be listed.

SERVICE: Graffiti Abatement	SERVICE DATES: 1997 - Current Fiscal
DEPT/ DISTRICT: Public Works	
CONTACT: Ari Telias	
TELEPHONE: (626) 458-4062	
FAX: (626) 979-5445	
E-MAIL: Atelias@dpw.lacounty.gov	

SERVICE: Graffiti Abatement	SERVICE DATES: 12/2007
DEPT/DISTRICT: Flood Maintenance Division	
CONTACT: Ron Lacayo, P.E.	
TELEPHONE: (626) 458-4114	
FAX: (626) 458-4150	
E-MAIL: rlacayo@ladpw.org	

SERVICE:	SERVICE DATES:
DEPT/ DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: Graffiti Abatement	SERVICE DATES: 2006 - Current Fiscal
AGENCY/ FIRM: City of West Covina	
ADDRESS: 1444 W. Garvey Ave. West Covina	
CONTACT: Brad Smith	
TELEPHONE: (626) 523-4028 or (626) 939-8729	
FAX:	
E-MAIL: brad.smith@wcpd.org	

SERVICE: Graffiti Abatement	SERVICE DATES: 2001- Current Fiscal
AGENCY/ FIRM: County of Orange	
ADDRESS: 1143 E. Fruit St., Santa Ana	
CONTACT: Norman Hamaker	
TELEPHONE: (714) 567-7750	
FAX:	
E-MAIL: normanhamaker@rdmd.ocgov.com	

SERVICE: Graffiti Abatement	SERVICE DATES: 2006 - Current Fiscal
AGENCY/ FIRM: City of Colton	
ADDRESS: 160 S. 10th St., Colton	
CONTACT: Maritza Tapia	
TELEPHONE: (909) 370-5065	
FAX: (909) 370-6104	
E-MAIL: mtapia@ci.colton.ca.us	

SERVICE: Graffiti Abatement	SERVICE DATES: 2008- Current Fiscal
AGENCY/ FIRM: County of Orange	
ADDRESS: 1750 S. Douglass Rd., Anaheim	
CONTACT: Jeff W. McDonald	
TELEPHONE: (714) 567-6208	
FAX: (714) 567-6340	
E-MAIL: Jeff.McDonald@rdmd.ocgov.com	

FORM PW-7

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name	Superior Property Services, Inc.
Address	9129 Perkins St., Pico Rivera, CA 90660
Internal Revenue Service Employer Identification Number	33-072-3535

In accordance with Los Angeles County Code Section 4.32.010, the Proposer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

1.	The proposer has a written policy statement prohibiting any discrimination in all phases of employment.	☑ 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	Superior Property Services, Inc.
Authorized representative	Larry DeCrona, President
Signature	LE McCrona
Date	1/27/09

FORM PW-9

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME:	Superior Property Services, Inc.
My County (WebVen) Vendor Number:	51739001

I. **LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

☑ As Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission, I request this proposal/bid be considered for the Local SBE Preference.

☑ Attached is a copy of Local SBE certification issued by the County.

II. **FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☑ Corporation ☐ Nonprofit ☐ Franchise

☐ Other (Please Specify):

Total Number of Employees (including owners): 38

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino		2	2	1	22	10
Asian or Pacific Islander						
American Indian						
Filipino						
White						

III. **PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	98 %
Women	%	2 %	%	%	%	%

IV. **CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. **DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature:	Title:	Date:
[signature]	President	1/27/09

COUNTY OF LOS ANGELES
OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 780
Los Angeles, California 90012
(877) 669-CBES / FAX (626) 457-3112
TDD (626) 293-5708
Website: http://oaac.co.la.ca.us

Address all correspondence to:
CONTRACT COMPLIANCE
1000 S. Fremont Avenue
Building A-9 East, 1st Floor
Mail: Unit #24
Alhambra, CA 91803-8862

Dennis A. Tafoya
Director

January 12, 2009

LARRY DECRONA
SUPERIOR PROPERTY SERVICES INC
9129 PERKINS STREET
PICO RIVERA, CA 906604512

Vendor #: 51739001

Dear LARRY DECRONA:

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 January 31, 2010 .

In order for Local SBE preference consideration, each eligible solicitation for the Local SBE preference will include the "Request for Local SBE Preference Program Consideration" form. You must complete the form and provide the above Vendor Number in your bid/proposal for each response to a County solicitation.

The County of Los Angeles Office of Affirmative Action Compliance reserves the right to request additional information and/or conduct an on-site visit at any time during the certification process and/or period to verify any documentation submitted by the applicant. If there are any changes in the State of California Office of Small Business and DVBE Certification (OSDC) SBE status, ownership, control of the firm or principal place of business during the certification period, you are required to notify this office and the OSDC immediately.

Again, congratulations on your certification. If you have any questions regarding the Local SBE Program, visit our website at http://oaac.co.la.ca.us/SBEMain.htm or call the Local SBE Customer Service at (877) 669-CBES.

Sincerely,

DENNIS A. TAFOYA
DIRECTOR

ROBERT VALDEZ
Senior Deputy Compliance Officer

DAT:OLS

FORM PW-10

GAIN and GROW EMPLOYMENT COMMITMENT

The undersigned:

☐ has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) and General Relief Opportunity for Work (GROW) employment programs.

OR

☑ declares a willingness to consider GAIN and GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and

declares a willingness to provide employed GAIN and GROW participants access to proposer's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

Signature [signature]	Title President
Firm Name Superior Property Services, Inc.	Date 1/27/09

FORM PW-11

TRANSMITTAL FORM TO REQUEST AN RFP SOLICITATION REQUIREMENTS REVIEW

A Solicitation Requirements Review must be received by the County within 10 business days of issuance of the solicitation document

Proposer Name:	Date of Request:
Project Title.	Project No.

A **Solicitation Requirements Review** is being requested because the Proposer asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- ☐ Application of **Minimum Requirements**
- ☐ Application of **Evaluation Criteria**
- ☐ Application of **Business Requirements**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

N/A

For each area contested, Proposer must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary.)*

Request submitted by:

(Name) *(Title)*

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released: _____

Reviewed by:

Results of Review - Comments:

Date Response sent to Proposer: _____

FORM PW-12

CHARITABLE CONTRIBUTIONS CERTIFICATION

Superior Property Services, Inc.
Company Name

9129 Perkins St., Picvo Rivera, CA 90660
Address

33-072-3535
Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

CERTIFICATION	YES	NO
Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision or Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.	(✓)	( )
OR		
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

1/27/09
Date

Larry DeCrona, President
Name and Title (please type or print)

FORM PW-13

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

COMPANY NAME: Superior Property Services, Inc.		
COMPANY ADDRESS: 9129 Perkins St.		
CITY: Pico Rivera	STATE: CA	ZIP CODE: 90660

☑ I am not requesting consideration under the County's Transitional Job Opportunities Preference Program.

I hereby certify that I meet all the requirements for this program:

☐ My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for three years *(attach IRS Determination Letter)*;

☐ I have submitted my three most recent annual tax returns with my application;

☐ I have been in operation for at least one year providing transitional job and related supportive services to program participants; and

☐ I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME: Larry DeCrona	TITLE: President
SIGNATURE: Larry DeCrona	DATE: 1/27/09

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	*APPROVED*	*DISAPPROVED*	*DATE*

FORM PW-14

PROPOSER'S LIST OF TERMINATED CONTRACTS

PROPOSER'S NAME: Superior Property Services, Inc.

☑ **Proposer has not had any contracts terminated in the past three years.**

Proposer must list all contracts that have been terminated within the past three years. Terminated contracts are those contracts terminated by an agency or firm before the contract's expiration date.

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SIGNATURE Mell Orona **DATE:** 1/27/09

FORM PW-15

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: _____

☑ Proposer and/or principals are **not** currently involved in any pending litigation; are not aware of any threatened litigation were they would be a party; and have not had any judgments placed against them within the last five years as of the date of proposal submission.

Proposer and/or principals of the Proposer must list below (use additional pages if necessary) all pending litigation, threatened litigation, and/or any judgments placed against them within the last five years as of the date of proposal submission.

A. ☐ Pending Litigation ☐ Threatened Litigation ☐ Judgment (check one)

1. Against ☐ Proposer; ☐ Principal; ☐ Both (check as appropriate)
2. Name of Litigation/Judgment: _____
3. Case Number: _____
4. Court of Jurisdiction: _____
5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

_____

_____

_____

_____

_____

B. ☐ Pending Litigation ☐ Threatened Litigation ☐ Judgment (check one)

1. Against ☐ Proposer; ☐ Principal; ☐ Both (check as appropriate)
2. Name of Litigation/Judgment: _____
3. Case Number: _____
4. Court of Jurisdiction: _____
5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

_____

_____

_____

_____

_____

Signature of Proposer: _____ **Date:** 1/27/09

FORM LW-2

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION

The contract to be awarded pursuant to the RFP is subject to the County of Los Angeles Living Wage Program (Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors may apply individually for consideration for an exemption from the Program. **To apply, complete and submit this form to Public Works seven days prior to the due date for proposals**. Upon review of the submitted Application for Exemption, Public Works will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the Program.

Company Name:			
Company Address:			
City:	State:	Zip Code:	
Telephone Number:	Facsimile Number:	Email Address:	
Awarding Department:		Contract Term:	
Type of Service:			
Contract Dollar Amount:		Contract Number (if any):	

I am requesting an exemption from the Program for the following reason(s) (*attach to this form all documentation that supports your claim* and *SUBMIT SEVEN DAYS PRIOR TO THE DEADLINE FOR SUBMISSION OF PROPOSALS TO PUBLIC WORKS OR FAX TO (626) 458-4194*:

- ☐ My business is a nonprofit corporation qualified under Internal Revenue Code Section 501(c)(3) ***(you must attach the IRS Determination Letter).***
- ☐ My business is a Small Business ***(as defined in the Living Wage Ordinance--you must attach your company's two most recent tax year returns and last state payroll tax return)*** which is not an affiliate or subsidiary of a business dominant in its field of operation **AND** during the contract period will have 20 or fewer full- and part-time employees; **AND**
  - ☐ Has less than $1 million in annual gross revenues in the preceding fiscal year including the proposed contract amount; **OR**
  - ☐ Is a technical or professional service that has less than $2.5 million in annual gross revenues in the preceding fiscal year including the proposed contract amount.
- ☐ My business has received an aggregate sum of less than $25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount.

N/A

FORM LW-2 - APPLICATION FOR EXEMPTION (continued)

☐ My business is subject to a bona fide Collective Bargaining Agreement ***(you must attach the agreement)***; **AND**

- ☐ the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; **OR**
- ☐ the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business - Collective Bargaining Agreement):

_____

_____

_____

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

Additional Information

The additional information requested below is for information purposes only. It is not required for consideration of this Application for Exemption. The County will not consider or evaluate the information provided below by Contractor, in any way whatsoever, when recommending selection or award of a contract to the Board of Supervisors.

☐ **Either the contractor or the employees' collective bargaining unit have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

Health Plan Company Name(s): _____

Company Insurance Group Number(s): _____

Health Premium Amount Paid by Employer: _____

Health Premium Amount Paid by Employee: _____

Health Benefit(s) Payment Schedule:

☐ Monthly ☐ Quarterly ☐ Bi-Annual

☐ Annually ☐ Other (Specify): _____

☐ **Neither the contractor nor the employees' collective bargaining unit** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

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.

If you are not exempt from the Program, please check the option that best describes your intention to comply with Program.

☐ I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than **$11.84 per hour** per employee.

☐ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than $2.20 per hour** per employee. I will pay an hourly wage of not less that **$11.84 per hour** per employee.

☑ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least $2.20 per hour** per employee. I will pay an hourly wage of not less than **$9.64 per hour** per employee.

Health Plan(s): Cigna Health Care

Company Insurance Group Number: 610449

Health Benefit(s) Payment Schedule:

☑ Monthly ☐ Quarterly ☐ Bi-Annual

☐ Annually ☐ Other: _____ (Specify)

PLEASE PRINT COMPANY NAME: Superior Property Services, Inc.	
I declare under penalty of perjury under the laws of the State of California that the above information is true and correct:	
SIGNATURE: Larry DeCrona	DATE: 1/27/09
PLEASE PRINT NAME: Larry DeCrona	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.

Owner's/Agent's Authorized Signature

Larry DeCrona, President
Print Name and Title

Superior Property Services, Inc.
Print Name of Firm

1/27/09
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: Superior Property Services, Inc.	Print Name of Owner: Larry DeCrona, President
Print Address of Firm: 9129 Perkins St.	Owner's/AGENT's Authorized Signature:
City, State, Zip Code Pico Rivera, CA 90660	Print Name and Title: Larry DeCrona, President

Public Entity Name	Labor Commissioner, State of California	
Public Entity Address:	**Street Address:**	28 Civic Center Plaza, Room 625
	City, State, Zip:	Santa Ana, CA 92701
Case Number/Date Claim Opened:	**Case Number:**	- 18-64133 BB
	Date Claim Opened:	11/02/2005
Name and Address of Claimant:	**Name:**	Fernando Garcia
	Street Address:	1001 W. Stevens Ave., Apt. 167
	City, State, Zip:	Santa Ana, CA 92707
Description of Work: (e.g., Janitorial)	Janitorial	
Description of Allegation and/or Violation:	Unpaid wages, overtime during the period 08/11/02 to 8/25/05	
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	Full Settlement prior to determination	

✓ Additional Pages are attached for a total of 2 pages.

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: Superior Property Services, Inc.	Print Name of Owner: Larry DeCrona, President
Print Address of Firm: 9129 Perkins St.	Owner's/AGENT's Authorized Signature:
City, State, Zip Code Pico Rivera, CA 90660	Print Name and Title: Larry DeCrona, President

Public Entity Name	Labor Commissioner, State of California	
Public Entity Address:	**Street Address:**	28 Civic Center Plaza, Room 625
	City, State, Zip:	Santa Ana, CA 92701
Case Number/Date Claim Opened:	**Case Number:**	- 18-64151 BB
	Date Claim Opened:	11/08/2005
Name and Address of Claimant:	**Name:**	Celia Garcia
	Street Address:	1001 W. Stevens Ave., Apt. 167
	City, State, Zip:	Santa Ana, CA 92707
Description of Work: (e.g., Janitorial)	Janitorial	
Description of Allegation and/or Violation:	Unpaid wages, overtime during the period 10/20/02 to 7/09/05	
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	Full Settlement prior to determination	

✓ Additional Pages are attached for a total of 2 pages.

Superior Property Services, Inc.

May 15, 2006

Fernando and Celia Garcia
1001 W. Stevens Ave., Apt. 167
Santa Ana, CA 92707

Fernando and Celia,

Obviously we were very surprised and disappointed in receiving your claim for additional compensation. Superior went out of our way to treat both of you and your family fairly. It is unfortunate that after all the years of service it had to come to this.

We have reviewed the information that you provided to the Labor Board in your complaint. We have found numerous errors and incorrect information. We have obtained security logs from our clients who show times you entered and exited each building. Based on this information we can show, with few exceptions, you did not work over the 40 hour limit per week. However, we do acknowledge that you worked on a few occasions over the limit without receiving the proper over time compensation.

In an interest to resolve this matter and move forward, we are prepared to offer a settlement based on the hours you claim were over the 40 hour work week. Your data shows that Fernando Garcia had extra hours of 948 and Celia had 371 hours for a total of 1,319 hours at the over time rate not paid of $3.50 ($7.00 per hour paid; $3.50 per hour overtime not paid) for a total settlement of $4,616.00.

I have provided some of the information that we have obtained from security logs and a spread sheet which list every check paid to you and all request for extra hours.

If this settlement is acceptable please contact Nancy and we will prepare a release for you to sign and upon execution payment of $4,616.

Sincerely,

Ron Bruneck

1415 E. McFadden Ave., Suite D, Santa Ana, CA 92705

PHONE 714•285•1200 FAX 714•285•1202 WEBSITE www.4superior.com

Superior Property Services, Inc.
1415 E. McFadden Ave., Suite D, Santa Ana, CA 92705

ORANGE COMMUNITY BANK
ORANGE, CA 92867
90-4317-1222

8/22/2006

PAY TO THE ORDER OF Celia Garcia $ **1,500.00

One Thousand Five Hundred and 00/100********** DOLLARS

Celia Garcia
1001 W. Stevens Ave.
Apt. 167
Santa Ana, CA 92707

MEMO

⑈003562⑈ ⑆122243172⑆ 20120005564⑈

SUPERIOR PROPERTY SERVICES, INC.

Celia Garcia 8/22/2006 3562

Full settlement of all Labor/Wage claims 1,500.00

RECEIVED
8/23/06
DATE

1:49 PM
TIME

Orange Community B 1,500.00

Superior Property Services, Inc.
1415 E. McFadden Ave., Suite D, Santa Ana, CA 92705

ORANGE COMMUNITY BANK
ORANGE, CA 92867
90-4317-1222

8/22/2006

PAY TO THE ORDER OF Fernando Garcia $ **3,000.00

Three Thousand and 00/100********** DOLLAR

Fernando Garcia
1001 W. Stevens St., 167
Santa Ana, CA 92704

MEMO

⑈003561⑈ ⑆122243172⑆ 20120005564⑈

SUPERIOR PROPERTY SERVICES, INC.

Fernando Garcia 356

8/22/2006

Full settlement of all Labor/Wage claims 3,000.00

RECEIVED
8/23/06
DATE
1:49 pm
TIME

Celia-received on behalf of Fernando

Orange Community B 3,000.00

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: Superior Property Services, Inc.

Name of Proposer's Health Plan: Cigna Health Care Date: January 28, 2009

(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 1 days of employment.

☑ Is defined as an employee who is employed more than 40 hours per week.

OTHER BENEFITS:

A.NUMBER OF PAID SICK DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 3 DAYS.

B.NUMBER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 3 DAYS.

C.NUMBER OF PAID VACATION DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 5 DAYS.

D.NUMBER OF PAID VACATION DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 5 DAYS.

E.NUMBER OF PAID HOLIDAYS PER YEAR IS 6 DAYS.

MedPlus Plan

Uniquely designed, Med Plus is an ideal solution for government contractors. Med Plus qualifies as a "bona fide" fringe benefit and is designed to meet the wage determination. The plan insures hourly employees at one low cost without health questions or doctor statements.

Med Plus is truly an affordable way to provide valuable benefits to all your hourly employees.

Med Plus is a collection of:

- Medical
- Accident
- Vision Care
- Prescription Drug
- Dental

benefits that provide the employee with first dollar coverage. This means that they do **not** have to satisfy a deductible prior to receiving their medical benefits.

Med Plus is insured by CIGNA (Connecticut General Life Insurance Company), a recognized leader in the health insurance industry. Med Plus is administered by Contractors Employee Benefits Administration, Inc., a third-party administrative company specializing in the administration of employer paid benefit plans.

How the Med Plus Plan Works

The Med Plus Plan ("The Plan") has specified benefit levels for each type of service. There are NO lifetime benefit maximums. For some services, the employee may be responsible for only a copay. For others, they may have no out-of-pocket expenses at all, while for other types of services, they will be responsible for the balance of charges after benefits are paid.

Med Plus is designed to provide coverage for your employees and their eligible dependents. The Plan has three different Classes of Benefits. Under each Class of Benefits, your employees and their eligible dependents will receive all of the benefits shown above. The Class of Benefits for which an employee is eligible determines the amount that will be paid for each covered benefit. The Class of Benefits that an employee receives under this Plan is based on the number of hours the employee accumulates in each qualifying month. If your employees' hours fluctuate from month to month, so will their level of benefits. For example, if an employee works 100 hours the first month, the employee will qualify for Class II benefits the following month. However, if that same employee works 160 hours the next month the employee will have Class III benefits in the following month.

Access to quality care —

CIGNA's broad network of physicians and facilities must meet CIGNA's tough standards before participating in the CIGNA network, helping ensure your employees have access to quality care.

The advantages of using a CIGNA participating provider —

Med Plus gives the employee the freedom to select the provider of their choice. However, if they chose a CIGNA participating provider they will benefit from discounted charges, resulting in lower out-of-pocket expenses.

They will continue to receive the network discounts even if they have exhausted their calendar benefit maximums.

Med Plus —

a health care solution that can meet your needs for cost efficiency, quality and simplicity.

CIGNA® HealthCare Med Plus Plan

Family
per person

Plan Features	Hours Paid Per Month Class I 1-90	Class II 91-130	Class III 131 or more
Medical Outpatient			
Physician Office Visit	$365	$600	$1,000
Copayment	$10	$10	$10
X-Ray / Lab Benefit	$365	$540	$720
Outpatient Wellness Benefit	$200	$200	$200
Copayment	$10	$10	$10
Outpatient Surgical Facility Benefit			
Maximum Benefit per Surgical Occurrence	$520	$695	$875
Outpatient Emergency Room Benefit			
Maximum Per Visit	$125	$125	$125
Annual Number of Visits	2	2	2
Prescription Drug Benefit	$390	$600	$1,000
Copayment (Generic)	$10	$10	$10
Copayment (Brand)	$20	$20	$20
Prescription Discount	Included	Included	Included
Oral Contraceptives	Included	Included	Included
Medical Inpatient			
Hospital Room and Board Benefit			
Daily Benefit (up to 30 days per confinement)	$520	$695	$875
Inpatient Doctor Visit	$1,500	$1,800	$2,100
Per Confinement Maximum	$50	$60	$70
Per Visit Benefit			
Inpatient Routine Newborn Nursery Care			
Daily Benefit Maximum (up to 30 days)	$250	$250	$250

06/11/07
Superior Property Services
MPP-H-FAM $2.20
100% Employer Paid

CIGNA® HealthCare Med Plus Plan

	Hours Paid Per Month		
	Class I 1-90	**Class II** 91-130	**Class III** 131 or more
Medical Outpatient and Inpatient			
Surgical Benefit			
Maximum Benefit per Surgical Procedure	$4,930	$6,380	$8,120
Number of Surgical Units	17	22	28
Anesthesia Benefit			
Maximum Benefit per Surgical Procedure	20% of Surgical Benefit	20% of Surgical Benefit	20% of Surgical Benefit
Accident Benefit (Per Accident)	$715	$890	$1,070
Benefits Included			
Vision Benefits			
Vision Exam (every 12 months)	$45	$55	$65
Single Lenses (every 24 months)	$55	$65	$75
Contact Lenses (every 24 months)	$55	$65	$75
Bi-focal Lenses (every 24 months)	$80	$90	$100
Frames (every 24 months)	$40	$50	$60
Dental Benefits			
Annual Maximum Employee	$500	$750	$1,000
Annual Maximum Dependent	$250	$375	$500
Annual Deductible	$25	$25	$25
Preventive, Diagnostic and Routine Restorative Care Pays	80% up to the Annual Maximum	80% up to the Annual Maximum	80% up to the Annual Maximum
Major Restorative Care Pays (12 mo. waiting)	50% up to the Annual Maximum	50% up to the Annual Maximum	50% up to the Annual Maximum
24 Hour Nurse Line and Healthy Rewards®	Included	Included	Included

06/11/07
Superior Property Services
MPP-H-FAM $2.20
100% Employer Paid

TERMS AND CONDITIONS

CONFIDENTIAL INFORMATION

The information contained in the following Proposal provided by CIGNA and The Boon Group® is proprietary and highly confidential. It is being provided with the understanding that it will not be used by the entity requesting the proposal to obtain information for a health and welfare benefit plan to be sponsored by such entity ("Plan Sponsor"), and including its benefits consultant or its agents, representatives or employees (collectively "Recipients"), for any purposes other than the evaluation of CIGNA, The Boon Group, and the health and welfare benefits policy or plan in connection with the product or services sought by Plan Sponsor. Dissemination of the information contained herein by Recipients shall be limited to the respective persons who are directly involved in the evaluation process. Under no circumstances is any of the information contained in this Proposal to be used, disseminated, disclosed or otherwise communicated to any other person or entity, including but not limited to other persons or entities providing Plan Sponsor or Recipients with a Proposal for a benefits plan.

CIGNA and THE BOON GROUP

CIGNA companies are providers of employee benefits, health care coverage, and insurance products to businesses and individuals worldwide. "CIGNA" or "CIGNA HealthCare" refers to various operating subsidiaries of CIGNA Corporation. Products and services are provided by these subsidiaries and not by CIGNA Corporation. These subsidiaries include Connecticut General Life Insurance Company, Tel-Drug, Inc. and its affiliates, CIGNA Behavioral Health, Inc., Intracorp and HMO or service company subsidiaries of CIGNA Health Corporation and CIGNA Dental Health, Inc.

The Boon Group, Inc. (The Boon Group®) is the parent holding company of The Boon Insurance Agency, Inc., Foundation Benefits Administrators, Inc., and Contractors Employee Benefits Administration, Inc. (CEBA®). The Boon Group has over 20 years of experience in designing and providing products and services to employers who sponsor health and welfare benefit plans for part-time and hourly employees. Products are marketed through The Boon Insurance Agency, Inc., and administrative services are provided by CEBA and Foundation Benefits Administrators, Inc.

HEALTHY REWARDS PROGRAM

Healthy Rewards® is included as an integral component of the plan. Healthy Rewards is not a covered benefit or an insurance program. Healthy Rewards is separate from plan benefits and the discounts cannot be applied to any co-payment or coinsurance for services covered under the plan.

CONTRACT CAVEATS

This Proposal assumes our standard Trust Participation Agreement will be signed prior to the effective date of insurance coverage. Additional documents that must be signed before coverage will be effective include (a) The Boon Group Fee Disclosure; (b) the Authorized Representative Form; (c) the Disability Services Agreement, if the Plan Sponsor includes disability benefits under the plan; and (d) the COBRA Services Agreement, if the Plan Sponsor elects to have COBRA Services provided by Foundation Benefits Administrators. Until all appropriate documents have been signed by the Plan Sponsor, no collateral materials, including the participants' identification cards or policy certificate books will be provided. Coverage will only become effective after all signed contracts have been received by Contractors Employee Benefits Administration, Inc.

FINANCIAL CAVEATS

Rate guarantees, if any, are valid only if in writing and set forth on the Rate Page issued as part of this Proposal. Rate guarantees, if any, are subject to all terms, conditions, key assumptions, and contingencies herein, as well as to execution by you of final documentation setting forth the terms of the agreement for participation in the coverage offered under the CIGNA insurance policy. This Proposal supersedes any previous oral or written communication between you and CIGNA, The Boon Group®, or any of their agents or representatives with respect to the subject matter of this Proposal.

At CIGNA's option, this Proposal, and any rate, trend, or other guarantees included in agreements arising from this Proposal, shall be void in the event of Federal or State action, affecting our ability to meet our obligations to you, to our insureds or members, or to the CIGNA contracted providers. By way of illustration, such legislative or executive actions which impose controls or requirements that affect: our ability to determine rates; covered medical expenses or service benefits; providers' delivery of care or the fees they charge; or, our contracts with providers, may be deemed to so affect our contractual obligations. Should this happen, we will make a good faith effort to work with you to reach a new agreement that equitably reflects the circumstances as altered by government action.

MedPlus Exclusions & Limitations

The Policy does not cover expenses incurred resulting from:

(a) suicide or any attempt thereat, while sane or insane, or any intentionally self-inflicted injury or Sickness. This exclusion does not apply if the loss is as a result of a Medical Condition or an act of domestic violence;
(b) rest care or rehabilitative care and treatment;
(c) cosmetic surgery or care or treatment solely for cosmetic purposes, or complications there from. This exclusion does not apply to cosmetic surgery resulting from an Accident if performed on a Covered Person within 12 months of the date of the Accident;
(d) the purchase or fitting of hearing aids;
(e) care rendered by a Hospital or facility owned or operated by any agency of the government for service-related conditions. A governmental agency includes City, County, State or Federal Government. No claim will be reduced or denied solely on the ground of confinement in such a Hospital if the Insured is legally required to pay;
(f) charges for immunizations, except as provided by the Child Health Supervision Services Benefit and as shown in the Schedule of Benefits;
(g) voluntary abortion, except with respect to the Insured or covered Dependent spouse:
    (1) where such person's life would be endangered if the fetus were carried to term; or
    (2) where medical complications have arisen from an abortion;
(h) pregnancy of a Dedendent child;
(i) the treatment of mental illness or functional or organic nervous disorder, regardless of cause, except as shown in the Schedule of Benefits;
(j) participation in a riot, civil commotion, civil disobedience, or unlawful assembly. This does not include a loss which occurs while acting in a lawful manner within the scope of authority;
(k) commission of a felony;
(l) participation in a contest of speed in power driven vehicles, parachuting, or hang gliding;
(m) air travel except:
    (1) as a fare paying passenger on a commercial airline on a regularly scheduled route;
    or
    (2) as a passenger for transportation only and not as a pilot or crew member;
(n) intoxication;
(o) alcoholism; except as shown in the Schedule of Benefits;
(p) drug use, unless such drugs were taken on the advice of a Physician and taken as prescribed, except as shown in the schedule of benefits;
(q) sex changes;
(r) blood or blood plasma which is replaced at no charge to the Covered Person;
(s) experimental treatments, drugs or surgery;
(t) the reversal of tubal ligation and vasectomies;
(u) artificial insemination and in-vitro fertilization;
(v) contraceptive materials, devices or medications (except oral contraceptives) or infertility medications, except as otherwise required by law;
(w) treatment of exogenous obesity or weight control;
(x) charges for machines used for exercise or used to control the humidity or purity of the air such as: whirlpool; sauna; swimming pool; air purifiers; and electronic filters;
(y) charges which the Covered Person is not legally required to pay or charges which would not have been made if no coverage had existed;
(z) Accident or Sickness arising out of and in the course of any occupation for compensation, wage or profit. Expenses which are payable under Occupational Disease Law or similar law whether or not application for such benefits has been made; or
(aa) charges for air or ground ambulance service, unless an Ambulance Benefit is shown as applicable on the Schedule of Benefits.

In addition to the Exclusions and Limitations for all coverages, the following expenses are not covered under the Out-Patient Physician Visit Benefit, the Out-Patient X-Ray and Laboratory Benefit, the Supplemental Accident Benefit, and the Out-Patient Prescription Drug Benefit:

(a) any expenses incurred as an in-patient while confined to a Hospital:
(b) charges for routine eye examinations or fitting of glasses;
(c) charges for dental examinations or dental care other than expenses resulting from accidental injury; and
(d) charges which are covered under any other part of this Plan.

In addition to the Exclusion and Limitations for all coverages, the following expenses are not covered under the Dental Care Benefit:

(a) Class B expenses incurred during the first 12 months of coverage, unless the Insured provides proof of the coverage under a prior dental plan. However, credit is available only if the Insured notifies the Employer of such prior coverage, and fewer than 63 days elapse between coverage under the prior plan and coverage under this Plan, exclusive of any waiting period. Credit will be given for each day of coverage under all prior creditable coverage, provided fewer than 63 days elapsed between coverage under any two plans;
(b) replacement of existing dentures or bridgework less than five years old, or for replacement because of loss or theft;
(c) charges for orthodontics, unless shown in the Schedule of Benefits;
(d) charges for services with respect to congenital malformations (other than for a newborn child of the Insured);
(e) charges for dental care which are covered under any other part of this Plan;
(f) charges by anyone other than a Dentist, except for charges for dental prophylaxis performed by a Dental Hygienist, under the supervision and direction of a Dentist;
(g) charges for more than one fluoride treatment, one dental prophylaxis, or one bite-wing x-ray in a six-month period; and
(h) charges for more than one complete mouth x-ray in a two-year period.

In addition to the Exclusions and Limitations for all coverages, the following expenses are not covered under the Vision Care Benefit:

(a) charges for more than one routine eye exam in 12 consecutive months;
(b) charges for more than one pair of eye glasses including lenses and frames, or one pair of contact lenses within 24 consecutive months;
(c) charges for eye glasses or contact lenses not prescribed by an eye doctor;
(d) charges for sunglasses, plain or prescription, safety lenses, or goggles;
(e) charges for radial keratotomy or similar surgery done in treating myopia; and
(f) charges for eye surgery, or vision charges which are covered under any other part of this Plan.

This summary of benefits is intended to provide highlights of the plan. It does not replace or supplement the policy and or certificate booklet.

FORM LW-8.3

COST METHODOLOGY FOR CONTRACT: ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES, ZONE 5A, ALTADENA

PROPOSER: SUPERIOR PROPERTY SERVICES, INC.

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				
Graffiti Abatement Crew		8	8	8	8	8		40	2080	9.65	$ 20,072
Graffiti Abatement Crew							4	4	208	9.65	$ 2,007
GAC - Pressure Washing					2			2	104	9.65	$ 1,004
Supervisor-Quality Control Inspector		1			1			2	104	10.5	$ 1,092
											$

Comments/Notes:		
(4) bonuses	Total Annual Salaries	$ 24,175
	(1) Vacations, Sick Leave, Holiday	$ 1,450
	(2) Health Insurance **	$ 5,491
	(3) Payroll Taxes & Workers' Compensation	$ 6,285
	(4) Welfare and Pension	$ 1,209
	Total Annual Employee Benefits (1+2+3+4)	$ 14,436
	(5) Equipment Costs	$ 5,956
	(6) Service and Supply Costs	$ 6,965
	(7) General and Administrative Costs	$ 3,626
	(8) Profit	$ 6,858
	Total Annual Other Costs (5+6+7+8)	$ 23,405
	TOTAL ANNUAL PRICE	$ 62,016

* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.

** Living Wage rate shall be at least $11.84 per hour.

*** Minimum cost for health insurance is $2.20/hour if hourly wage rate is between $9.64 and $11.84, unless exemption from Living Wage requirements has been granted by the County.

This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, should total to the Proposer's annual price as quoted in Form PW-2, Schedule of Prices.

The above information was compiled from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the requirements the proposal.

Superior Prop. Svc. — Name of Proposer

Larry DeCroce — Signature

1/27/09 — Date

LARRY DeCROCE, PRES.

REFERENCE LETTERS

FRANK J. WILLS
Chief of Police

December 19, 2008

Ron Bruneck
Superior Property Services
9129 Perkins Street
Pico Rivera, CA 90660-4512

Dear Superior Property Services:

Thank you for your graffiti removal service in the City of West Covina over the last few years. The presence of graffiti, in any city, is a direct reflection on the community and how the community deals with crime. The City of West Covina has a zero tolerance towards graffiti and Superior has helped us with this goal.

Besides being very responsive to the needs of the community, you have acted quickly to removing the graffiti from the well-traveled streets as well as in our parks and highly visible public areas.

In the past when an area had to be painted over it often did not match previously painted areas. This was almost like leaving a calling card to taggers to return. With the addition of your custom paint matching systems on your service trucks this will improve your onsite paint matching capabilities. This new system will help in the overall appearance of the community and benefit everyone.

I have also heard you will be going GREEN in a few months with the addition of your new propane pressure washer and full water recovery and recycling units. It sounds like Superior has done their homework to incorporate the latest technology in graffiti removal. This will be an added benefit for the community and the environment.

Your mission of removing graffiti from the City of West Covina is a never-ending task, which is quite challenging to say the least. I commend you, your staff and your standard of excellence in keeping West Covina graffiti free. We believe that you are setting the standards for graffiti removal, keep up the good work.

Sincerely,

FRANK J. WILLS
Chief of Police

January 5, 2008

Re: Letter of Support

To whom it may concern,

Superior Property Services has been providing graffiti removal services on a weekend basis to the City of Colton for the past two and half years. In the past three years Superior Property Services has provided satisfactory work. Graffiti is removed within the specified time required by the City and requested work is completed in a timely manner. In addition, Superior Property Services has been responsive to the City needs and any of our requests or concerns.

If you have any further questions please do not hesitate to contact me at (909) 370-5193.

Thank you,

Dennice Raygoza

Dennice Raygoza
Administrative Analyst
Department of Public Works
City of Colton
(909) 370-5065

CIVIC CENTER
650 N. La Cadena Drive
Colton, CA 92324
(909) 370-5099

ORANGE COUNTY
PublicWorks
Our Community. Our Commitment.

Bryan Speegle, Director
300 N. Flower Street
Santa Ana, CA

P.O. Box 4048
Santa Ana, CA 92702-4048

Telephone: (714) 834-2300
Fax: (714) 834-5188

December 17, 2008

To Whom It May Concern:

I am pleased to recommend Superior Graffiti Abatement to anyone considering the use of their services. They have been providing supplemental graffiti abatement services to the County of Orange. Their primary responsibility has been graffiti removal in the County's flood control channels.

It has been a pleasure dealing with the friendly staff of Superior. They are dependable, professional and responsive in meeting all of our requests, including the specifications of our RFP.

Superior has provided quick response, detailed follow-up reports, good communication with my staff, and have been terrific to work with. It is without reservation I provide this letter of recommendation for Superior. If you have any further questions, please feel free to contact my office.

Sincerely,

Eileen DePuy
Manager, Operations & Maintenance/Special Projects

CITY OF CLAREMONT

Community Services Department

1616 Monte Vista Avenue
Claremont, CA 91711-2913
FAX (909) 445-7822
www.ci.claremont.ca.us

Director • (909) 399-5432
Trees • (909) 399-5431
Maintenance • (909) 399-5431
Solid Waste • (909) 399-5431
Oak Park Cemetery • (909) 399-5487

February 20, 2007

Superior Property Services Inc.
Attn: Nancy Hernandez
1415 East McFadden Avenue, Suite D
Santa Ana, CA 92705

Dear Ms. Hernandez,

I just wanted to send you a quick note to let you know how much we appreciated your effort last Friday to get someone into the city to respond to the graffiti located at 144 North Indian Hill Boulevard.

The business owner called us immediately to commend the service that your company provides. If there are any additional expenses associated with this call out, please indicate them on your next invoice.

Once again, thank you for the excellent service.

Sincerely,

Stacey Niemeyer

Stacey Niemeyer
Management Analyst

LAND USE SERVICES DEPARTMENT

COUNTY OF SAN BERNARDINO
PUBLIC AND SUPPORT SERVICES GROUP

385 North Arrowhead Avenue • San Bernardino, CA 92415-0187
(909) 387-4141 • Fax (909) 387-4288
http://www.sbcounty.gov/landuseservices

MICHAEL E. HAYS
Director

March 7, 2006

To Whom It May Concern:

Since October 2004, the County of San Bernardino Land Use Services Department - Code Enforcement Division has contracted with Superior Property Services to provide graffiti removal in the unincorporated CDBG qualified areas of the Second Supervisorial District.

Superior Property Services has provided the personnel, supplies, and equipment necessary to respond to the County's complaints in this area. They have worked hard to provide the requested services and meet the required response time frames.

Based on this experience I would recommend Superior Property Services for graffiti removal services. If you have further questions or wish to discuss Superior's performance, feel free to call me (909-387-4148).

Sincerely,

Ruth M. Rice, Administrative Supervisor II
County of San Bernardino
Land Use Services Department

LAND USE SERVICES DEPARTMENT

COUNTY OF SAN BERNARDINO
PUBLIC AND SUPPORT
SERVICES GROUP

MICHAEL E. HAYS
Director

CODE ENFORCEMENT DIVISION
385 North Arrowhead Avenue • San Bernardino, CA 92415-0185
(909) 387-4044 • Fax (909) 387-4243

October 27, 2005

To Whom It May Concern:

RE: SUPERIOR PROPERTY SERVICES, INC

Please be informed that CodeEnforcement Division has been contracting with this company for grafitti removal services. The company has provided excellent service to this Division and the community they work at. They have made our job easier with their "can-do attitude" and willingness to help.

I highly recommend Superior Property Services for any and all grafitti removal services. If I can be of any assistance, please call.

ARNIE GUILLERMO, Supervisor
Code Enforcement Division

MARK UFFER
County Administrative Officer

NORMAN A. KANOLD
Assistant County
Administrator
Public and Support
Services Group

Board of Supervisors
BILL POSTMUS, Chair . . . . . First District
PAUL BIANE, Vice Chair . . . Second District
DENNIS HANSBERGER. . . . . Third District
GARY OVITTS . . . . . Fourth District
JOSIE GONZALES . . . . . Fifth District

COUNTY OF ORANGE

RESOURCES & DEVELOPMENT MANAGEMENT DEPARTMENT

Bryan Speegle, Director
300 N. Flower Street
Santa Ana, CA

P.O. Box 4048
Santa Ana, CA 92702-4048

Telephone: (714) 834-2300
Fax: (714) 834-5188

March 3, 2006

Superior Property Service
Larry DeCrona
1415 E. McFadden Suite D
Santa Ana, Ca. 92705

To Whom It May Concern:

This is a letter of reference for Superior Property Service.

This company has been doing graffiti removal, painting and steam cleaning for various County of Orange facilities for the past five and half years.
The company has performed in a satisfactory manner.

If you have any questions regarding Superior Property Service, please do not hesitate to give me a call at 714-567-7750.

Sincerely,

Norman Hamaker
Contract Services Supervisor

FACILITIES OPERATIONS
1143 East Fruit Street
Santa Ana, CA 92701-4204

TELEPHONE: (714) 567-7744
FAX: (714) 567-7721

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

JAMES A. NOYES, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE: AS-0

November 19, 2002

To Whom It May Concern:

SUPERIOR PRESSURE WASHING, INC.

Superior Pressure Washing, Inc. (Superior) served as our graffiti removal contractor from July 1, 1997 to June 30, 2002. Over the past five years, Superior has administered 14 contracts within the County. Superior has proved to be very effective and timely in removing graffiti throughout the unincorporated areas that they served. The graffiti was professionally removed within the 48 hours and 24 if obscene, sometimes being removed in the same day. The Los Angeles County Board of Supervisors and the community, in which this contractor serviced, were highly satisfied with the services provided. Due to our bidding process, Superior was outbid for the fiscal year 2002-2003.

If you have any questions, please feel free to call me at (626) 458-4091.

Sincerely,

Valerie J. Hill
Graffiti Abatement Program Manager

VH:tr/P:Larry

Epoch
Construction
BUILDING CONFIDENCE

7062 Convoy Court
San Diego, CA 92111

License #774382

Toll Free 888-932-6200
San Diego 858-560-0698
Orange Cty. 949-752-5252
Facsimile 888-932-6206

epochconstruction.com

November 18, 2004

To Whom It May Concern:

The first work I contracted with Superior Property Services was for the final construction clean, of an 880-unit apartment rehab. At the time, we had several other rehab projects going, and none of our existing contractors could stretch to include this project. Superior provided excellent service on this project, even though the first 60 days of this project had an extremely demanding turn schedule.

Within weeks of the start of that project, I needed to replace a final clean contractor on another project. Ron Bruneck provided same day pricing and next day service without a hitch, in an industry that I cannot think is any thing less than a challenge to find responsible staff.

Consistently meeting rehab schedules is not a simple accomplishment. Superior Property Services is a pleasant anomaly in this industry; they provide competitive pricing, on-time performance, and exceed normal levels of expectations in their scope of work. I wouldn't hesitate to call on them for what may seem otherwise "impossible".

Sincerely,

Marlene Tamasuackas
Executive Project Manager

Godbey-Monroe
General Contracting

September 30, 2002

To whom it may concern:

Godbey-Monroe, Inc. has been involved in the construction of mini storage facilities and office buildings in Southern California for many years. In the construction business it is extremely important to find subcontractor's who are dependable and will stand behind their work. Superior Property Services, Inc. is one of those vendors.

Superior Property Services, Inc. has provided the final clean on over two dozen of our projects, and has always met or exceeded our expectations. Several of our project supervisors have commented what a great job Superior has done.

Superior has developed innovative ways of final construction clean-up of our buildings to maximize efficiency and time. We highly recommend Superior Property Services, Inc. to anyone that is looking for a reputable, dependable and professional contractor.

If you have any further questions, feel free to contact my office.

Sincerely,
GODBEY MONROE, INC;
A CALIFORNIA CORPORTATION

Larry Damato
Project Manager

LD/nz

23181 La Cadena, Suite 101 - Laguna Hills, CA 92653-1479 - Contractor's License #727742
(949) 461-3990 - (949) 461-3984/Fax

LOS ANGELES UNIFIED SCHOOL DISTRICT
Local District 5
Rowan Avenue Elementary School
600 South Rowan Avenue Los Angeles California 90023
(323) 261-7191 FAX: (323) 261-0610
5013C Tax ID# 95-6101193

Roy Romer, Superintendent of Schools
Carmen Schroeder, Local Superintendent
Frank Beltrán, Principal
Patricia Ann Staten, Asst. Principal
Sylvester Harris III, Asst. Principal

July 7, 2005

Dear Superior Graffiti Services,

On behalf of Rowan Ave Elementary School and the surrounding community, we thank you so much for your generous contribution to our East LA Mural Painting Day on June 25th, 2005. We sincerely appreciate your donation of 1800 square feet of paint primer and graffiti protective coating, as well as the time and services provided by your crew. Included is a certificate of appreciation from County Supervisor Gloria Molina acknowledging your significant contributions. We could not have had such a successful event without your support.

Over 350 community members including students from Rowan Ave ES, Hollenbeck MS, Stevenson MS, Garfield HS, and Roosevelt HS enjoyed participating in the Mural Day together. We also had many family members, community organizations, media, and representatives of School Board member David Tokofsky and Supervisor Gloria Molina in attendance. The event was truly a community effort, encompassing over 20 participating organizations and donors. We gratefully acknowledged your contribution on a poster displayed at our welcome table.

The beautiful mural, located on Princeton St. between S. Rowan and S. Eastman, spans 300 feet. It tells the story of the history of the East Los Angeles area, celebrating cultures from the Aztecs to the Gabrieleños, local Native American inhabitants. The mural serves a dual purpose: to deter graffiti for years to come, and to teach a lesson about heritage, respect, and knowledge. The huge success of this event was a testament to the entire community that together we can create positive changes in our world.

We invite you to come and see this wonderful piece of community art at any time. Once again, thank you for helping make this empowering day possible.

Sincerely,

Pearl Chang Esau, Mural Day Coordinator

Francisco Beltrán, Principal

Patricia Staten, Assistant Principal

Sylvester Harris, Assistant Principal

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169

LEROY D. BACA, SHERIFF

(323) 264-4151

March 29, 1999

Superior Property Service
Mr. Larry DeCrona
1415 East McFadden Avenue, Suite D
Santa Ana, California 92705

Dear Mr. DeCrona:

I would like to take this opportunity to extend our appreciation and thanks for your efforts and support. The East Los Angeles Sheriff's Station "VIDA" program has had a close working relationship with you in a joint effort to keep the city free of the unsightly graffiti. Not only do you keep the new graffiti off the buildings and walls, but you do this at a great risk to your employees. I recall our units going into the field in order to provide security for your crews, because of gang threats and attempts to stop you in your effort to remove the unsightly graffiti.

You have worked closely with the "VIDA" program in providing tools and materials so that the young boys and girls can also remove the graffiti they help to put on the walls of our city. You take the time to help teach them how to properly paint walls and how to paint vines, which is an excellent deterrent for future graffiti.

We sincerely hope that our working relationship and joint effort to keep East Los Angeles graffiti free will continue for years to come.

Sincerely,

LEROY D. BACA, SHERIFF

T. Angel

Thomas P. Angel, Captain
East Los Angeles Station

A Tradition of Service

LEROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169
(626) 285-7171

August 16, 1999

Mr. Larry DeCrona
Superior Property Services
Superior Pressure Washing, Inc.
1415 East McFadden Avenue, Suite D
Santa Ana, California 92705

Dear Mr. DeCrona:

On August 3, 1999, personnel from the Temple Sheriff's Station and members of the South San Gabriel Community Advisory Committee conducted a community barbeque for the residents of South San Gabriel, in recognition of the 16th Annual National Night Out. As part of this event, you donated a large supply of "glow sticks" through Supervisor Molina's Field Office in El Monte, to be given to all the children who attended the barbeque. The glow sticks were a big hit with all the children and added a nice touch to the event.

On behalf of the Los Angeles County Sheriff's Department and the members of the South San Gabriel Community Advisory Committee, I would like to thank you for your generous contribution to this event. Your donation helped make the evening a success and created a joyful environment for all the children and their families. It is acts like these that are helping to strengthen the bond between the community and law enforcement.

Additionally, I would also like to thank you for taking the time out of your busy schedule to attend the last South San Gabriel Community Advisory Committee meeting which was held at Temple Station on July 15, 1999. I appreciate your professionalism and your willingness to listen to and work with the residents of this community regarding their concerns about graffiti and its removal.

If at anytime you should need our assistance regarding graffiti in the South San Gabriel community, please feel free to contact Deputy Dana Chemnitzer of my staff at (626) 292-3330.

Sincerely,

LEROY D. BACA, SHERIFF

Neal B. Tyler, Captain
Commander, Temple Station

ATTACHMENT A.3

BOARD EXECUTE

Agreement

BY AND BETWEEN

THE COUNTY OF LOS ANGELES,
DEPARTMENT OF PUBLIC WORKS

AND

WOODS MAINTENANCE SERVICES, INC., d.b.a.
GRAFFITI CONTROL SYSTEMS

FOR

ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES
ZONE 5B – CASTAIC/PICO CANYON
STEVENSON RANCH/VAL VERDE

77021

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AGREEMENT FOR

ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES ZONE 5B
CASTAIC/PICO CANYON/STEVENSON RANCH/VAL VERDE

THIS AGREEMENT, made and entered into this 16th day of June, 2009, 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. GRAFFITI CONTROL SYSTEMS, a Corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on January 28, 2009, hereby agrees to provide services as described in this Contract for Zero-Tolerance Graffiti Abatement Services Zone 5B – Castaic/Pico Canyon/Stevenson Ranch/Val Verde.

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, Area Maps; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

77021

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, 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 $87,000, 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, 2009, or Board approval whichever occurs last. At the sole discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of five years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term.

FIFTH: The CONTRACTOR shall bill monthly in arrears, for the work performed during the preceding month. Work performed shall be billed at the monthly unit price quoted in Form PW-2, Schedule of Prices.

SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

SEVENTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

TENTH: No cost-of-living adjustments shall be granted for the optional renewal periods.

ELEVENTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT, including, but not limited to, Exhibits A through E, inclusive, the COUNTY'S provisions shall control and be binding.

TWELFTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

THIRTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chairman 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 _____
Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

ROBERT E. KALUNIAN
Acting County Counsel

By _____
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

43 JUN 16 2009

SACHI A. HAMAI
EXECUTIVE OFFICER

WOODS MAINTENANCE SERVICES, INC., d.b.a. GRAFFITI CONTROL SYSTEMS

By _____
Its President

BARRY K. WOODS
Type or Print Name

By _____
Its Secretary

DIANE W. WOODS
Type or Print Name

77021

P:\aspub\CONTRACT\BEN\GRAFFITI-ZONES\2009\ZONES 1G, 2E, 5A, 5B, 5C\FINAL AGREEMENTS\5B\02 AGREEMENT 5B.doc

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of LOS ANGELES

On MAY 14, 2009 before me, DORIS J LEMAIRE NOTARY PUBLIC
(Here insert name and title of the officer)

personally appeared BARRY K WOODS AND DIANE W WOODS,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Doris J Lemaire
Signature of Notary Public

(Notary Seal)

DORIS J. LEMAIRE
Comm. # 1591148
NOTARY PUBLIC - CALIFORNIA
Los Angeles County
My Comm. Expires June 25, 2009

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

_____
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____ Document Date_____

_____
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

  _____
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

SCOPE OF WORK

ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES ZONE 5B – CASTAIC/PICO CANYON/STEVENSON RANCH/VAL VERDE

A. Public Works Program Manager

Public Works Program Manager (a.k.a., Graffiti Abatement Program Manager) Ms. Ari Telias of Operational Services Division, who may be contacted at (626) 458-4062, e-mail address: atelias@dpw.lacounty.gov, Monday through Thursday, 7:15 a.m. to 6 p.m. The Program Manager or designee is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change the Program Manager. The Contractor will be notified in writing when there is a change in the Program Manager.

B. Work Locations

Work locations are detailed in Exhibit E.

- Exhibit E.4 is a map of Zero-Tolerance Zone 5B.

C. Background

The work to be performed under this Contract consists of removing graffiti and painting on various surfaces to cover graffiti and do paint-out projects to beautify surfaces damaged by graffiti vandalism. Public Works' Graffiti Abatement Program is designed to remove graffiti as quickly and as often as necessary to keep the areas free from graffiti.

A prompt cleanup is considered preventive from the standpoint that if the marks do not remain for long periods, vandals' satisfaction from seeing their marks and having others see them is limited. The potential for notoriety and recognition, a key motivator for graffiti vandals, is directly impacted when the graffiti is quickly removed.

D. Work Description – General Statement

The primary objective of this contract is to remove all graffiti in the zero-tolerance zone, patrol, do paint-out projects, and keep the area graffiti free. Contractor shall remove graffiti from all surfaces in the specified zone from private residential, commercial, industrial, and public property. The County goal is to have no graffiti within the established zone. The Contractor shall fulfill requests for removal and remove all graffiti seen in the immediate area. The Contractor shall patrol the assigned zero tolerance zone to seek, find, and remove graffiti and do paint-outs. However, the Program Manager or designee has the authority

to dictate special requests, including, but not limited to, removal of murals when authorized.

E. Minimum Crew

Contractor shall provide a minimum number of crews. Crew is defined as consisting of at least one full time (40 hours/week) person in a fully equipped vehicle designated to carry out the duties detailed in this Graffiti Removal Contract.

The Contractor shall provide a minimum number of crews as follows:

- Zone 5B - a minimum of 1 crew

These crew(s) shall be dedicated solely to the zone on the days of operation as specified in subparagraph J.1. However, if pressure washing is required, an additional crew is mandatory as to not impact the operation of the other crews. The Contractor is responsible to make sure that a full complement of crews are working and shall replace a crew immediately if any crew cannot be deployed to work on any given day. The Contractor shall make crews available for priority assignments requested by the Program Manager.

The Contractor shall establish and implement daily routes for crews and provide a schedule of such routes to inform the Program Manager of the expected locations and work schedule of the crews. The schedule shall conform with the Work Plan set forth in the Contractor's proposal for this Contract, the Contractor's Staffing Plan and Cost methodology Form (LW-8) submitted for this Contract, and subparagraph J.1 of this Exhibit. This routine schedule will be used as a reference to account for all hours the Contractor's staff work under this Contract. This schedule will be approved by the Program Manager and any changes in this schedule must have approval from the Program Manager.

F. Hours and Days of Operation

Any operation generating loud, harsh, or unusual noise shall be restricted to the hours of 7 a.m. to 6 p.m. The days of operation shall be as indicated in subparagraph J.1. Notwithstanding specifications regarding hours of performance, the Contractor shall respond to work requirements promptly and flexibly.

G. Telephone Communications

The Contractor shall be available at all times to report and confer with Public Works Program Manager or designee with respect to these graffiti removal services. The Contractor shall provide a bilingual (Spanish/English) telephone answering service and fax within the County, 8 a.m. to 5 p.m., Monday through

Friday, except on legal holidays, to receive instructions, information, complaints, etc., from Public Works.

H. Supervisor Qualifications

The Contractor's on-site supervisor as indicated in Contractor's Work Plan of Action, if any, shall have a thorough knowledge of the needs of the assigned zero-tolerance zone, graffiti removal and paint-out techniques, and the operation of appropriate equipment required to carry out these specifications, terms, conditions, and requirements of the Contract.

I. Vehicle Signage

Vehicle signage will be optional; however, any signage referencing the County of Los Angeles Graffiti Abatement Program shall be in the following form: "County of Los Angeles Graffiti Abatement Program" and the Contractor's name or firm's name, together with Public Works "Hotline Number," in legible letters, not less than two inches in height, on both sides of all trucks/vehicles used in the zero tolerance zone.

J. General Graffiti Removal Services

The Contractor shall:

1. Maintain a zero-tolerance policy, in accordance with the Contractor's Work Plan of Action/Approach. The Contractor shall follow its Work Plan of Action/Approach throughout the entire Contract unless otherwise approved in writing by the Program Manager. In addition, the Contractor shall:

    a. Remove vulgar and threatening graffiti (i.e., profane, obscene, racist, gang 187's, or cross-outs) within 24 hours, seven days a week.

    b. Respond to Public Works Program Manager or designee concerning priority assignments, paint-out projects, and color match corrective painting within 24 hours, seven days a week.

    c. Remove graffiti within 48 hours upon notification, Monday through Friday.

2. Match all paints to existing colors to the satisfaction of the Program Manager or designee. The Contractor shall receive no additional compensation for repainting any area to match the color. Graffiti shall be removed using new or recycled water-based paint. Contractor shall make the best possible match to the existing color.

3. Provide Public Works with work record reports no later than the fifth day of each month with the monthly invoice. The monthly report shall indicate the number and source of crews utilized, hours worked, including copies of timesheet indicating hours worked on this contract. The hours reported should be no less than 40 hours worked per week per employee. This report will also include locations of requests for removal (address and whether it was private property or in-road right of way) and square footage painted over or pressure washed. The Program Manager or designee may originate graffiti removal work requests (via fax) and shall receive all completion reports from the Contractor through both the Graffiti Abatement Referral System, faxes, and in an electronic version (excel). These reports will then be routed to the Program Manager who may perform quality control inspections. Mail completed work reports to:

   County of Los Angeles, Department of Public Works
   Operational Services Division
   Graffiti Abatement Section
   Attention Ms. Ari Telias
   900 South Fremont Avenue
   Alhambra, CA 91803-1331

4. Perform all work necessary to complete this contract in a satisfactory manner and shall provide all personnel, supervision, vehicles, appropriate tools, supplies, materials, equipment, transportation, and other incidentals necessary to perform work.

5. Remove graffiti from all types of surfaces including, but not limited to, wood, metal, stucco, brick, concrete, cinder blocks, sidewalks, smooth concrete, very rough grouted rip rap, and various pavement surfaces, etc., using appropriate methods of covering or removing graffiti for the particular surface and conditions, including, but not limited to, water blasting, sand blasting, painting over (both with rollers and spray guns), and utilizing county approved solvents (see subparagraph J.9).

6. Remove graffiti, paint-out, or murals (murals shall only be removed with authorization from the Program Manager – see paragraph AA. Murals) with water-based and/or water-based recycled paint (graffiti paint). The color of the paint shall match the color of the surface to which it is applied. In areas where repainting is required in order to match the existing paint, Contractor shall paint over with the right color to match at no additional cost to the County. The paint may be applied either mechanically or manually in a neat and even manner such that it completely covers or eradicates any graffiti present and does not leave splatter marks on the ground. Use drop cloths on all work assignments to protect sidewalks, vegetation, vehicles, etc., from paint spillage.

7. Furnish all the necessary and appropriate graffiti removing products and equipment including, but not limited to, brushes, rollers, spray guns, ladders, cloths, paint, paint thinner, County-approved graffiti-removing solutions, drop cloths, brooms, dustpans, plastic bags (for debris disposal), etc.

8. Use appropriate methods of covering or removing graffiti for the particular surface and conditions, such as, but not limited to, water blasting (on sidewalks), painting over on block walls that are painted, water blasting on block walls that are not painted, and chemical solvents (on the backside of signage). Any chemical solvents utilized to remove graffiti shall have a Material Safety Data Sheet available for Public Works' review.

9. Remove graffiti found on signs in zero-tolerance zones. Signs should be removed with any of the following County approved solvents:

   a. OFF-B Off-B, graffiti remover - liquid form

   b. 3M™ Citrus Base Industrial Cleaner

   c. State Chemical Graffiti Wipes

10. Train its personnel in proper graffiti removal techniques and provide corrective instruction to its personnel, if they are removing graffiti improperly. Additionally, Contractor will stay informed of new techniques of graffiti removal products and equipment.

11. Not allow any debris from its operations under this Contract, especially from the water/sand blasting operations, to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System Permit.

12. Use appropriate Best Management Practices, including, but not limited to, drop cloths on all work sites to protect sidewalks, vegetation, etc., from paint spillage or overspray.

13. Obtain and retain the written consent of the owner or the owner's authorized agent of privately-owned property before commencing work.

14. Place special emphasis on the assistance to Public Works with special requests (i.e., removal of graffiti before parades, special events, etc.).

Public Works reserves the right to change any aspect of the reporting system or the Contractor reporting system. Such change could be due to improvements in our computer applications capabilities or for any other reason.

K. Contractor Supervision and Staffing Requirements

1. Contractor's daytime supervisor shall have a thorough knowledge of each zero-tolerance zone under their purview and shall speak and understand English.

2. In the event a crew could not be deployed, the Contractor shall immediately replace that crew to make sure that coverage is maintained.

3. Contractor shall maintain a well-trained reserve force to cover the work in the event of an emergency or to provide coverage if any crew could not be deployed on any given day.

4. The Contractor's supervisor shall provide a 24-hour emergency contact number.

5. All painters shall receive a minimum of one 8-hour workday training at the zero-tolerance zone assigned to them at the Contractor's expense and in accordance with the County's Living Wage Ordinance prior to providing billable services to the County.

6. Only employees employed by the Contractor shall be allowed to provide services under this Contract. Any use of subcontractors shall be deemed a material breach of contract unless expressly authorized in writing by the Program Manager.

L. Graffiti Removal Services - County Property

For graffiti removal from County owned property, the Contractor shall adhere to the following additional specifications:

1. Water-based and/or recycled paint shall be used.

2. Concrete Block Walls/Concrete Walls: All graffiti shall be removed by either a water blasting machine with soda compound or painted over with water-based paint. If using paint, it shall be feathered to blend well with the surrounding wall. The paint-over color shall match the wall color. Overspray on non-County owned or private property shall not be allowed.

3. Sidewalk Surfaces: Removal of graffiti from concrete sidewalks shall be done by using a water blasting machine with soda compound. Painting over shall not be permitted. The sidewalks shall be clean of all graffiti and graffiti residue (sand). The sidewalks shall be blocked off as needed to maintain the public safety.

4. Curb Facing: Remove all graffiti paint from curb surfaces. The Contractor shall use the standard paint colors (red, blue, yellow, green, and white)

depending on the original curb color and/or parking restrictions, as approved by Public Works. Nonpainted curbs shall be painted using concrete color paint or cleaned with water blasting machines.

5. Chain Link Fencing: All graffiti on pipes and fencing shall be painted over using a galvanized color to match the fencing fabric and pipe color. The paint-over color shall be feathered into the fabric and along the pipes.

6. Pedestrian bridges/underpasses: The Contractor shall be responsible for removing graffiti found on all pedestrian bridges and underpasses in the zero-tolerance zone. Interior walls may be carefully sprayed but bridge floor shall be pressure washed if not previously painted. Please notify Public Works to prepare work area, to make it free of debris prior to removing graffiti off of these footbridges. Pedestrian bridges will have a 72-hour turnaround time upon Public Works completion of initial clean up. The Contractor shall schedule removal around hours that school is in session. Where there is a risk of overspray harming personal property or difficulties in reaching the area with equipment, utilizing rollers to apply paint to cover graffiti or paint-out is required. Contractor will place traffic cones and/or other appropriate traffic control equipment to divert pedestrians and cyclists.

7. Rock Walls: All graffiti shall be removed using only a water blasting machine with soda compound. All paint shall be removed from rock face and mortar joints to match all other rock facing. No painting over shall be used unless the wall was previously painted. The Contractor shall color match the paint to the previous color using water-based paint.

8. Concrete Light Poles: Graffiti shall be removed from concrete light poles using a water blasting machine with a soda compound only. No paint shall be used. All paint shall be removed from the pole. All paper or sticker signs and "slap tags" shall be removed.

9. Wooden Light Poles: All graffiti shall be painted over using a water-based paint to match the wood color. All paper or sticker signs and "slap tags" shall be removed.

10. Bus Stops: All graffiti shall be removed using a County approved solvents (see subparagraph J.9) on the plastic sides and sitting areas. The surfaces shall be washed.

11. Trees: Contractor must be responsible for removing graffiti reported or found on trees. Contractor shall paint over graffiti found on trees with a non-phytotoxic paint that is as diluted in water as possible. Paint to paint walls must never be used at all, as it might eventually kill the tree by

suffocating its trunk and not letting the tree breath through its bark. Trees, vegetation, and green areas must be protected by the Contractor.

12. Wooden Fencing: All graffiti shall be painted over on wooden fencing using a water-based paint to match the color of fencing. The Contractor shall feather paint to match the surrounding parts of the fencing. In the event that wood fencing is weathered and Contractor is unable to color-match, Contractor shall pressure-wash clean the fencing.

13. Brick Walls: All graffiti shall be removed using a water blasting machine. Painting over shall not be done on a brick faced wall, unless the brick wall has been previously painted. The Contractor shall color-match the paint to previous color using water-based paint.

14. Metal Fencing (sheets): All graffiti shall be painted over on metal fencing. The paint-over color shall match the surrounding part of the fence.

15. Asphalt Concrete: All graffiti on asphalt concrete shall be covered with asphalt paint. No pressure washing will be utilized.

16. Glass Windows: All graffiti on glass windows shall be removed by using a County approved graffiti removal spray on these transparent surfaces. Windows will be left clean.

17. Metal Light or Traffic Poles: All graffiti shall be removed by appropriate means, and if paint is used, it shall match existing color.

M. Rights of Way

The Contractor shall conduct all of its activities and operations within the confines of the facility rights of way in which graffiti is to be removed. The Contractor shall not allow its employees to use private property for eating, coffee breaks, or any other reason; or use water, or electricity from such property without written permission from the owner. If, for any reason, the Contractor elects to encroach upon others' lands, Contractor shall first obtain written permission from the owner and provide evidence of such permission in writing to the Program Manager prior to entering upon such lands. In performing any work or doing any activity on lands outside of public rights of way, the Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations.
The Contractor shall indemnify and hold Public Works harmless from all claims for damages occasioned by such work activity, whether done in compliance with this Section and with permission or in violation of this Section without permission.

N. Utilities

Public Works will not provide utilities.

O. Storage Facilities

Public Works will not provide storage facilities for the Contractor.

P. Removal of Debris

All debris derived from these services shall be removed from Public Works property and become the property of the Contractor. The Contractor shall dispose of all debris from these services in a legally established area appropriate for type of debris being disposed. Disposal shall be at the Contractor's expense. The Contractor shall not allow any debris from its operations under this Contract to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System.

The Contractor is advised that due to the nature of this Contract, discarded hazardous waste may be encountered during the performance of this contract. In the event an unknown substance or hazardous material is discovered, the Contractor shall immediately notify the Contract Manager. The Contractor shall NOT attempt to perform any type of hazardous waste remediation not included under the Scope of Work of this Contract, including identifying, containing, cleaning, moving, disposing, etc. The Contractor shall exercise extreme caution in the event unknown waste is encountered.

Q. Special Safety Requirements

1. All Contractor personnel shall be expected to observe all applicable Cal/OSHA and Public Works safety requirements while at the various jobsites. Reflective vests shall be worn at all times. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required. All safety precautions shall be in place before work is to be started. Contractor's graffiti abatement crew shall know the Contractor's standard safety practice.

2. Contractor shall supply all applicable safety equipment including, but not limited to, rotating lights for vehicles used for work under this Contract.

3. Contractor shall supply personnel with all applicable safety equipment, such as glasses, gloves, head gear, skin creams, respirators, etc.

R. Safety Standards

All Contractor's personnel shall be obligated to adhere to the following quality control and safety standards while performing these requested graffiti removal services for the County:

1. All personnel shall wear proper clothing and footwear. No sandals, thongs, etc., shall be allowed.

2. Safety vests shall be worn at all times by those removing graffiti from any bridge, wall, etc. Safety goggles shall be worn by anyone operating water blasting equipment, and only trained personnel shall be allowed to operate it.

3. Use of drugs or alcohol while performing these graffiti removal services is prohibited.

4. Paint brushes, rollers, or frames shall be washed in clean water and any excess paint shall be disposed of properly according to local, State, and Federal laws.

S. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. The Contractor's Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

T. Responsibilities of Public Works

The Director, acting through the Program Manager or other designee, shall approve or disapprove the Contractor's performance under this Contract. Public Works will make regular inspections of the zero-tolerance zone to verify that the requested work has been completed according to these Specifications before payment will be authorized. Payment can and will be withheld if terms and conditions of this Contract are not met by the Contractor.

U. Best Management Practices (BMP)

BMP shall be defined as any program, technology, process, citing criteria, operating method, measure, or device which controls, prevents, removes, or reduces the pollution of stormwater. The Contractor shall obtain and refer to the California Storm Water Best Management Practice Handbooks, Volume 3 Construction BMP Handbook. This publication is available from:

Blue Print Service
1700 Jefferson Street
Oakland, CA 94612
Telephone (510) 287-5485
Fax (510) 444-1262

Internet
BMPLA.org<http://www.BMPLA.org>

The Contractor shall have one readily accessible copy of this publication on the project site at all times.

The Contractor shall implement the following BMPs for the prevention of stormwater pollution in conjunction with all its activities and construction operations:

CONTRACTOR ACTIVITIES

CA 3 Structure Construction and Painting

MATERIAL MANAGEMENT

CA 010 Material Delivery and Storage
CA 011 Material Use
CA 012 Spill Prevention and Control

WASTE MANAGEMENT

CA 020 Solid Waste Management
CA 021 Hazardous Waste Management
CA 024 Sanitary/Septic Waste Management

VEHICLE AND EQUIPMENT MANAGEMENT

CA 030 Vehicle and Equipment Cleaning
CA 031 Vehicle and Equipment Fueling
CA 032 Vehicle and Equipment Maintenance

TRAINING

CA 040 Employee/Subcontractor Training

Additional BMPs may be required as a result of a change in actual field conditions, Contractor's activities, or construction operations. When more than one BMP is listed under each specific BMP category, the Contractor shall select the appropriate and necessary number of BMPs within each category in order to achieve the BMP objective.

The County, as a permittee, is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Agency, and private citizens. The County will assess the Contractor with liquidated damages of $1,000 for each calendar day that the Contractor has not fully implemented the BMPs specified for the project and/or is otherwise in noncompliance with these provisions. In addition, the County will deduct from the final payment due the Contractor, the total amount of any fines levied on the County, plus legal and staff costs, as a result of the Contractor's lack of compliance with these provisions and/or less than complete implementation of the specified BMPs.

V. Protection and Restoration of Existing Improvements

The Contractor shall be responsible for the protection of public and private property and shall exercise due caution to avoid damage to such property. All property damage resulting from the Contractor's operations shall be repaired within three days at the Contractor's expense and to the satisfaction of the Program Manager. All costs to the Contractor for protecting and restoring existing improvements shall be included in the Annual Price.

W. Public Convenience and Safety

The Contractor's operations shall cause no unnecessary public inconvenience. The Contractor shall be responsible for the safety of equipment, material, and personnel under the Contractor's jurisdiction during the work. The County's inspection of the work shall not be considered an approval of the Contractor's safety measures. The Contractor shall be solely responsible for complying with all local, State, and Federal laws and regulations which are applicable to the work.

X. Quality Control

The Contractor shall be responsible for implementing procedures for ensuring that graffiti removal services are provided in strict compliance with this Scope of Work. Contractor shall designate in writing a Quality Control representative and an alternate Quality Control representative who are responsible for implementing, monitoring, controlling, and reporting on the quality of work.

The Contractor's Quality Control representatives will be separate and distinct from Contractor's project manager or general superintendent, and the Contractor's Quality Control procedures establish a separate system for recording, reporting, and resolving quality control issues.

Within ten days of contract award, Contractor shall submit to the County a Contract Quality Control Plan for review and approval by the Program Manager. This plan will include, as a minimum, the names and telephone numbers of Contractor's Quality Control representatives; a description of the roles and responsibilities for quality control; the system for monitoring, reporting on, and resolving quality control issues; and checklists or other documentation in support of Contractor's Quality Control function.

Y. Performance Requirements and Liquidated Damages

1. Public Works will use the Performance Requirements Summary to evaluate the Contractor's performance of this Contract's tasks.

2. Failure to perform Contract work in accordance with the Performance Requirements Summary is considered unacceptable. Public Works may

cite the Contractor and impose liquidated damages immediately in the sums specified and deduct them from the next regularly scheduled payment to the Contractor.

3. Liquidated Damages for noncompliance with the Living Wage Program is indicate in Exhibit B, Section 9.G, Enforcement and Remedies.

PERFORMANCE REQUIREMENTS SUMMARY

REQUIRED SERVICE	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM STANDARD	METHOD OF SURVEILLANCE	MAXIMUM DEDUCTION	DEDUCTION FROM CONTRACT PRICE FOR NOT MEETING STANDARD
INSURANCE CERTIFICATIONS	CERTIFICATIONS SUBMITTED BEFORE IMPLEMENTATION OF CONTRACT AND ON A TIMELY BASIS THERE-AFTER.	0%	100% INSPECTION ON A PERIODIC BASIS.	ALL CONTRACT REMEDIES RESERVED.	ALL CONTRACT REMEDIES RESERVED.
EMPLOYEES WELL ORIENTED TO JOB	EMPLOYEES 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 REQUIREMENTS.
RESPOND TO COMPLAINTS, REQUESTS, AND DISCREPANCIES	RESPOND WITHIN THE TIME FRAME OUTLINED IN THE SPECIFICATIONS.	0%	100% INSPECTION ON A PERIODIC BASIS; COMPLAINTS.	10% OF TOTAL MONTHLY AMOUNT OF CONTRACT COST.	$50 PER COMPLAINT NOT RESPONDED TO WITHIN THE TIME FRAME OUTLINED IN THE SPECIFICATIONS.

REQUIRED SERVICE	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM STANDARD	METHOD OF SURVEILLANCE	MAXIMUM DEDUCTION	DEDUCTION FROM CONTRACT PRICE FOR NOT MEETING STANDARD
REMOVE GRAFFITI	DAILY GRAFFITI REMOVED AND/OR PAINTED OVER WITHIN 24 HOURS, TUESDAY THROUGH FRIDAY. ALL WEEKEND GRAFFITI REMOVED MONDAY. COLOR MATCHED WITHIN 48 HOURS.	0%	100% INSPECTION ON A PERIODIC BASIS; COMPLAINTS.	50% OF TOTAL MONTHLY AMOUNT OF CONTRACT COST.	$5 PER SQUARE FOOT (OR PRORATION THEREOF) FOR GRAFFITI NOT REMOVED WITHIN THE TIME FRAME OUTLINED IN THE SPECIFICATIONS.
REPORTING OF GRAFFITI REMOVED	GRAFFITI REQUESTS FOR REMOVAL CLOSED WITHIN 48 HOURS.	0%	100% INSPECTION BY RANDOM SAMPLING.	50% OF TOTAL MONTHLY AMOUNT OF CONTRACT COST.	$50 PER EACH OCCURRENCE THAT GRAFFITI REMOVAL IS NOT REPORTED WITHIN 72 HOURS.

Z. Contractor Licensing

Contractor shall possess a valid C-33 State Contractor's License throughout the duration of this Contract. Failure to maintain a valid C-33 license may lead to Contract termination.

AA. Murals

Public Works is committed to the preservation of registered murals. Not all murals are intended to be "permanent" artworks. Please refer any request from the public for removal of graffiti or removal of a temporary "memorial" mural to the Program Manager.

Public Works has established the following guidelines when murals have been vandalized: The Contractor shall not, under any condition, repair, remove, "touch up", or "buff out" any registered murals unless advised by Public Works to do so. Public Works will obtain permission from both the artist and the property

owner. When the artist is not available, the decision of the legal owner of the property will prevail.

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SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Ambiguities or Discrepancies

Both parties have either consulted or had the opportunity to consult with counsel regarding the terms of this Contract and are fully cognizant of all terms and conditions. Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, neither party shall be deemed as the drafter of this Contract and the uncertainty, ambiguity, or discrepancy shall not be construed against either party.

B. Definitions

Whenever in the Request for Proposals, Contract, Scope of Work, Specifications, Terms, Requirements, and/or Conditions the following terms are used, the intent and meaning shall be interpreted as follows:

Agreement. The written, signed accord covering the performance of the requested service.

Board. The Board of Supervisors of County of Los Angeles and Ex-Officio Board of Supervisors of the Los Angeles County Flood Control District.

Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The contract includes the Agreement, Exhibit A - Scope of Work (Specifications), Exhibit B - Service Contract General Requirements, Exhibit C - Internal Revenue Service Notice 1015, Exhibit D - Safely Surrendered Baby Law Posters, and other appropriate exhibits and amendments. Included are all supplemental agreements amending or extending the service to be performed, which may be required to supply acceptable services specified herein.

Contractor. The person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity who has entered into an agreement with County to perform or execute the work covered by this Contract.

Contract Work or Work. The entire contemplated work of maintenance and repair to be performed, and services rendered as prescribed in this Contract.

County. Includes County of Los Angeles, County of Los Angeles Department of Public Works, Los Angeles County Road Department, and/or Los Angeles County Engineer.

Day. Calendar day(s) unless otherwise specified.

Direct Employee. Worker employed by Contractor under Contractor's state and federal taxpayer identification.

Director. The Director of Public Works, County of Los Angeles, as used herein, includes the Road Commissioner, County of Los Angeles; County Engineer, County of Los Angeles; Chief Engineer, Los Angeles County Flood Control District; and/or authorized representative(s).

District. Los Angeles County Flood Control District, or Los Angeles County Waterworks Districts, or Los Angeles County Consolidated Sewer Maintenance District.

Employee Leasing. Any agreement to employ any worker, at any tier, that is neither a subcontract nor a direct employee relationship.

Fiscal Year. The 12 month period beginning July 1st and ending the following June 30th.

Maximum Contract Sum. The Maximum Contract Sum is the aggregate total amount of compensation authorized by the Board.

Proposal. The written materials that a Proposer submits in response to a solicitation document (Request for Proposals).

Proposer. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity submitting a Proposal for the work, acting directly or through a duly authorized representative.

Public Works. County of Los Angeles Department of Public Works.

Solicitation. Request for Proposals, Invitation for Bids, Request for Statement of Qualifications, or Request for Quotation.

Specifications. The directions, provisions, and requirements contained herein, as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this Contract.

Subcontract. An agreement by the Contractor to employ a subcontractor at any tier; to employ or agree to employ a subcontractor, at any tier.

Subcontractor. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of the Contractor's performance of this Contract, at any tier, under oral or written agreement.

C. Headings

The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Amendments

1. For any change which affects the scope of work, contract sum, payments, or any term or condition included in this Contract, an amendment shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor.

2. The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by the Board or the Chief Executive Officer. To implement such changes, an amendment or a change order to this Contract shall be prepared by Public Works for execution by Contractor and the Director.

3. County may, at its sole discretion, authorize extensions of time to this Contract's term. Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to this Contract shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor. To the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, Public Works may, at its sole discretion, grant Contractor extensions of time, provided the aggregate of all such extensions during the life of this Contract shall not exceed 120 days.

4. For any change which does not materially affect the scope of work or any other term or condition included under this Contract, a *Change Order* shall be prepared and signed by the County and the Contractor.

B. Assignment and Delegation

1. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

2. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

3. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Contract, which may result in the suspension or termination of this Contract. In the event of such a termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.

C. Authorization Warranty

Contractor represents and warrants that the person(s) executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

D. Budget Reduction

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions.

E. Complaints

Contractor shall develop, maintain, and operate procedures for receiving, investigating, and responding to any complaints by any individual.

1. Within 12 business days after this Contract's effective date, Contractor shall provide County with Contractor's policy for receiving, investigating, and responding to any complaints by any individual.

2. County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.

3. If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five business days for County approval.

4. If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.

5. Contractor shall preliminarily investigate all complaints and notify the Contract Manager of the status of the investigation within five business days of receiving the complaint.

6. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

7. Copies of all written responses shall be sent to the Contract Manager within three business days of mailing to the complainant.

F. Compliance with Applicable Laws

1. Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, or directives, and all provisions required thereby to be included in this Contract are hereby incorporated by reference.

2. Contractor shall defend, indemnify, and hold County harmless from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees arising from or related to any violation on the part of Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

G. Compliance with Civil Rights Laws

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e)(1) through 2000 (e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical disability, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project,

program, or activity supported by this Contract. Contractor shall comply with its EEO Certification (Form PW-7).

H. Confidentiality

1. Contractor shall maintain the confidentiality of all records obtained from County under this Contract in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality.

2. Contractor shall inform all of its officers, employees, agents, and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

I. Conflict of Interest

1. No County employee whose position with County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of the work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.

2. Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract subjecting Contractor to either contract termination for default or debarment proceedings or both. Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

J. Consideration of Hiring County Employees Targeted for Layoffs or Former County Employee on Reemployment List

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall

give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified, former County employees who are on a reemployment list during the life of this Contract.

K. Consideration of Hiring GAIN and GROW Participants

1. Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program and General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN and GROW participants by category to Contractor.

2. In the event that both laid-off County employees and GAIN and GROW participants are available for hiring, County employees shall be given first priority.

L. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Contractor's place of business. County's Child Support Services Department will supply Contractor with the poster to be used.

M. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification (Form PW-12), County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law in order to protect County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination for default or debarment proceedings or both. (Los Angeles County Code Chapter 2.202)

N. Contractor's Warranty of Adherence to County's Child Support Compliance Program

1. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

2. As required by County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with the employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

O. County's Quality Assurance Plan

County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all this Contract's terms and conditions and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy, if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may suspend or terminate this Contract for default or impose other penalties as specified in this Contract.

P. Damage to County Facilities, Buildings, or Grounds

1. Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor.

2. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the occurrence. If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment

upon demand. County may deduct from any payment otherwise due Contractor for costs incurred by County to make such repairs.

Q. Employment Eligibility Verification

1. Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all of its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

2. Contractor shall indemnify, defend, and hold harmless, County, its Board, agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

R. Facsimile Representations

At the discretion of County, County may agree to regard facsimile representations of original signatures of Contractor's authorized officers, when appearing in appropriate places on the change notices and amendments prepared pursuant to this Exhibit's Amendments, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to change notices and amendments to this Contract, such that the Contractor need not follow up facsimile transmissions of such documents with subsequent (nonfacsimile) transmission of "original" versions of such documents.

S. Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless County and its Board, agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

T. Governing Laws, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with the laws of the State of California. To the maximum extent permitted by applicable law, Contractor and County agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes concerning this Contract and further agree and consent that venue of any action brought in connection with or arising out of this Contract, shall be exclusively in the County of Los Angeles.

U. Nondiscrimination and Affirmative Action

1. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations.

2. Contractor shall certify to, and comply with, the provisions of Contractor's EEO Certification (Form PW-7).

3. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.

4. Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

5. Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

6. Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this paragraph when so requested by County.

7. If County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract. While County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State antidiscrimination laws or regulations shall constitute a finding by County that Contractor has violated the antidiscrimination provisions of this Contract.

8. The parties agree that in the event Contractor violates any of the antidiscrimination provisions of this Contract, County shall, at its sole option, be entitled to a sum of $500 for each violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

V. Nonexclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict County from acquiring similar, equal, or like goods and/or services from other entities or sources.

W. No Payment for Services Provided Following Expiration/Suspension/Termination of Contract

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration, suspension, or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/suspension/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration/suspension/termination of this Contract.

X. Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one business day, give notice thereof, including all relevant information with respect thereto, to the other party.

Y. Notice of Disputes

Contractor shall bring to the attention of the Contract Manager any dispute between County and Contractor regarding the performance of services as stated in this Contract. If the Contract Manager is not able to resolve the dispute, the Director will resolve it.

Z. Notice to Employees Regarding the Federal Earned Income Credit

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit C).

AA. Notices

Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid with the United States Post Office and any such notice and the envelope containing the same shall be addressed to Contractor at its place of business, or such other place as may be hereinafter designated in writing by Contractor. The notices and envelopes containing the same to County shall be addressed to:

Chief, Administrative Services Division
County of Los Angeles Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to Contractor. Actual knowledge of such suspension or termination by an individual contractor or by a copartner, if Contractor is a partnership; or by the president, vice president, secretary, or general manager, if Contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said Contractor shall in any case be sufficient notice.

BB. Publicity

Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publicizing its role under this Contract within the following conditions:

1. Contractor shall develop all publicity material in a professional manner.

2. During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the Contract Manager. County shall not unreasonably withhold such written consent.

3. Contractor may, without prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with County, provided that the requirements of this paragraph shall apply.

CC. Public Records Act

1. Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to this Exhibit's Record Retention and Inspection/Audit Settlement, of this Contract; as well as those documents which were required to be submitted in response to the RFP used in the solicitation process for this Contract, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records, except those documents that are marked "trade secret," "confidential," or "proprietary" and are deemed excluded from disclosure under Government Code 6250 et seq. (Public Records Act). County shall not in any way be liable or responsible for the disclosure of any such records including, with limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

2. In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

DD. Record Retention and Inspection/Audit Settlement

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks, or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information, shall be kept and

maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in County, provided that if any such material is located outside County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

1. In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within 30 days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

2. Failure on the part of Contractor to comply with any of the provisions of this paragraph shall constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract.

3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.

4. In addition to the above, Contractor agrees, should County or its authorized representatives determine, in County's sole discretion, that it is necessary or appropriate to review a broader scope of Contractor's records (including, certain records related to non-County contracts) to enable County to evaluate Contractor's compliance with County's Living Wage Program, Contractor shall promptly and without delay provide to County, upon the written request of County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to County under this Contract, including without limitation, records relating to work performed by said employees on Contractor's non-County contracts. Contractor further acknowledges that the foregoing

requirement in this paragraph relative to Contractor's employees who have provided services to County under this Contract is for the purpose of enabling County in its discretion to verify Contractor's full compliance with and adherence to California labor laws and County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five years thereafter unless County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by Contractor at a location in County, provided that if any such materials and information is located outside County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

EE. Recycled-Content Paper Products

Consistent with Board policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible under this Contract.

FF. Subcontracting

The requirements of this Contract may not be subcontracted by Contractor without the advance written approval of County. Any attempt by Contractor to subcontract without the prior written consent of County may be deemed a material breach of this Contract and the County may suspend or terminate for this Contract default.

1. If Contractor desires to subcontract, Contractor shall provide the following information promptly at County's request:

   a. A description of the work to be performed by the subcontractor;

   b. A draft copy of the proposed subcontract; and

   c. Other pertinent information and/or certifications requested by County.

2. Contractor shall indemnify and hold County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

3. Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to

subcontract, notwithstanding County's approval of Contractor's proposed subcontract.

4. County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. Contractor is responsible to notify its subcontractors of this County right.

5. County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any subcontract and subcontractor employees.

6. Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.

7. Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by County from each approved subcontractor. Contractor shall ensure delivery of all such documents to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, before any subcontractor employee may perform any work hereunder.

8. Employee Leasing is prohibited.

GG. Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

HH. Waiver

No waiver by County of any breach of any provision of this Contract shall constitute a waiver of any other breach of said provision or of any other provision of this Contract. Failure of County to enforce at anytime, or from time to time, any provision of this Contract shall not be construed as a waiver thereof.

II. Warranty Against Contingent Fees

1. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

2. For breach of this warranty, County shall have the right, in its sole discretion, to suspend or terminate this Contract for default, deduct from amounts owing to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

SECTION 3

TERMINATIONS

A. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of Contractor to maintain compliance with the requirements set forth in this Exhibit's Contractor's Warranty of Adherence to County's Child Support Compliance Program shall constitute a default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may suspend or terminate this Contract pursuant to this Exhibit's Termination/Suspension for Default, and pursue debarment of Contractor pursuant to Los Angeles County Code Chapter 2.202.

B. Termination/Suspension for Convenience

1. This Contract may be suspended or terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Suspension or termination of work hereunder shall be effected by notice of suspension or termination to Contractor specifying the extent to which performance of work is suspended or terminated and the date upon which such suspension or termination becomes effective. The date upon which such termination becomes effective shall be no less than 10 days after the notice is sent.

2. After receipt of a notice of suspension or termination and except as otherwise directed by County, Contractor shall:

   a. Stop work under this Contract on the date and to the extent specified in such notice; and

   b. Complete performance of such part of the work as shall not have been suspended or terminated by such notice.

3. All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with this Exhibit's Record Retention and Inspection/Audit Settlement.

4. If this Contract is suspended or terminated, Contractor shall complete within the Director's suspension or termination date contain within the notice of suspension or termination, those items of work which are in various stages of completion, which the Director has advised the Contractor are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by Contractor under

this Contract shall be delivered to County upon request and shall become the property of County.

C. Termination/Suspension for Default

1. County may, by written notice to Contractor, suspend or terminate the whole or any part of this Contract, if, in the judgment of the County:

   a. Contractor has materially breached this Contract; or

   b. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or

   c. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.

2. In the event County suspends or terminates this Contract in whole or in part pursuant to this paragraph, County may procure, upon such terms and in such manner, as County may deem appropriate, goods and services similar to those so suspended or terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Contract to the extent not suspended or terminated under the provisions of this paragraph.

3. Except with respect to defaults of any subcontractor, Contractor shall not be liable for any excess costs of the type identified in subparagraph "2" above, if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

4. If, after County has given notice of termination under the provisions of this paragraph, it is determined that Contractor was not in default under the provisions of this paragraph or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to this Exhibit's Termination for Convenience.

5. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

6. As used herein, the terms "subcontractor" and "subcontractors" mean subcontractor at any tier.

D. Termination for Improper Consideration

1. County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, extension of this Contract, or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue those same remedies against Contractor as it could pursue in the event of default by Contractor.

2. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash; discounts; services; the provision of travel; entertainment; or tangible gifts.

E. Termination/Suspension for Insolvency

1. County may suspend or terminate this Contract forthwith in the event of the occurrence of any of the following:

   a. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code, and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

b. The filing of a voluntary or involuntary bankruptcy petition relative to Contractor under the Federal Bankruptcy Code;

c. The appointment of a bankruptcy Receiver or Trustee for Contractor; or

d. The execution by Contractor of a general assignment for the benefits of creditors.

2. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

F. Termination for Nonadherence to County Lobbyists Ordinance

Contractor, and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyists or County Lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which County may in its sole discretion, immediately suspend or terminate for default or suspend this Contract.

G. Termination/Suspension for Nonappropriation of Funds

Notwithstanding any other provision of this Contract, County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County's future fiscal years unless and until the Board appropriates funds for this Contract in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract may be suspended or terminated as of June 30 of the last fiscal year for which funds were appropriated. County will notify Contractor in writing of any such nonallocation of funds at the earliest possible date.

SECTION 4

GENERAL CONDITIONS OF CONTRACT WORK

A. Authority of Public Works and Inspection

The Director will have the final authority in all matters affecting the work covered by this Contract's Terms, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

B. Cooperation

Contractor shall cooperate with Public Works' forces engaged in any other activities at the jobsite. Contractor shall carry out all work in a diligent manner and according to instructions of the Director.

C. Cooperation and Collateral Work

Contractor shall perform work as directed by the Director. The Director will be supported by other Public Works personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory contract controls and conditions are maintained.

D. Equipment, Labor, Supervision, and Materials

All equipment, labor, supervision, and materials required to accomplish this Contract, except as might be specifically outlined in other sections, shall be provided by Contractor.

E. Gratuitous Work

Contractor agrees that should work be performed outside the Scope of Work indicated and without Public Works' prior written approval in accordance with this Exhibit's Amendments, such work shall be deemed to be a gratuitous effort by Contractor, and Contractor shall have no claim, therefor, against County.

F. Jobsite Safety

Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State, and local occupational safety regulations. Contractor shall provide at its expense all safeguards, safety devices, and protective equipment and shall take any and all actions appropriate to providing a safe jobsite.

G. Labor

No person shall be employed on any work under this Contract who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to Public Works. Any such person shall be reassigned immediately and not again employed on Public Works' projects or providing services.

H. Labor Law Compliance

Contractor, its agents, and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California as well as all other applicable Federal, State, and local laws related to labor. Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

I. Overtime

Eight hours labor constitutes a legal day's work. Work in excess thereof, or greater than 40 hours during any one week, shall be permitted only as authorized by and in accordance with Labor Code Section 1815 et seq.

J. Permits/Licenses

Contractor shall be fully responsible for possessing or obtaining all permits/licenses, except as might be specifically outlined in other sections, from the appropriate Federal, State, or local authorities relating to work to be performed under this Contract.

K. Prohibition Against Use of Child Labor

1. Contractor shall:

   a. Not knowingly sell or supply to County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment;

   b. Upon request by County, identify the country/countries of origin of any products, goods, supplies, or other personal property Contractor sells or supplies to County;

   c. Upon request by County, provide to County the manufacturer's certification of compliance with all international child labor conventions; and

   d. Should County discover that any products, goods, supplies, or other personal property sold or supplied by Contractor to County are produced in violation of any international child labor

conventions, Contractor shall immediately provide an alternative, compliant source of supply.

2. Failure by Contractor to comply with provisions of this paragraph will constitute a material breach of this Contract and will be grounds for immediate suspension or termination of this Contract for default.

L. Public Convenience

Contractor shall conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which the work is being performed.

M. Public Safety

It shall be Contractor's responsibility to maintain security against public hazards at all times while performing work at Public Works' jobsites.

N. Quality of Work

Contractor shall provide the County high and consistent quality work under this Contract and which is at least equivalent to that which Contractor provides to all other clients it serves. All work shall be executed by experienced and well-trained workers. All work shall be under supervision of a well-qualified supervisor. Contractor also agrees that work shall be furnished in a professional manner and according to these Specifications.

O. Quantities of Work

Contractor shall be allowed no claims for anticipated profits or for any damages of any sort because of any difference between the work estimated by Contractor in responding to County's solicitation and actual quantities of work done under this Contract or for work decreased or eliminated by County.

P. Safety Requirements

Contractor shall be responsible for the safety of equipment, material, and personnel under Contractor's jurisdiction during the work.

Q. Storage of Material and Equipment

Contractor shall not store material or equipment at the jobsite, except as might be specifically authorized by this Contract. County will not be liable or responsible for any damage, by whatever means, or for the theft of Contractor's material or equipment from any jobsite.

R. Transportation

County will not provide transportation to and from the jobsite and will not provide travel around the limits of the jobsite.

S. Work Area Controls

1. Contractor shall comply with all applicable laws and regulations. Contractor shall maintain work area in a neat, orderly, clean, and safe manner. Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite will be subject to the Contract Manager's approval.

2. Contractor shall be responsible for the security of any and all of Public Works/County facilities in its care. Contractor shall provide protection against vandalism and accidental and malicious damage, both during working and nonworking hours.

SECTION 5

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

1. This Contract is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

2. Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

3. Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.

B. Indemnification

Contractor shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract. This indemnification also shall include any and all intellectual property liability, including copyright infringement and similar claims.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by this Exhibit's Section 5.B (above), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless County, its Board, Special Districts, officers, employees, and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including, but not limited to, injury or death to employees of Contractor, its subcontractors or County, attributable to any alleged act or omission of Contractor and/or its subcontractors

which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify, and hold harmless County includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of County. County may deduct from any payment otherwise due Contractor any costs incurred or anticipated to be incurred by County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting Contractor's indemnification of County and during the term of this Contract, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County. Such coverage shall be provided and maintained at Contractor's own expense.

2. Evidence of Insurance - Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing work under this Contract. Such certificates or other evidence shall:

   a. Specifically identify this Contract;

   b. Clearly evidence all coverage required in this Contract;

   c. Contain the express condition that County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance;

   d. Include copies of the additional insured endorsement to the commercial general liability policies, adding County, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Contract; and

   e. Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insurance retentions as they apply to County, or require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

3. Insurer Financial Rating: Insurance is to be provided by an insurance company acceptable to County with an A. M. Best rating of not less than A:VII, unless otherwise approved by County.

4. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

5. Notification of Incidents, Claims, or Suits: Contractor shall report to County's Contract Manager:

   a. Any accident or incident relating to work performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.

   b. Any third-party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract.

   c. Any injury to a Contractor's employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the Contract Manager.

   d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Contract.

E. Compensation for County Costs

In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors

Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

1. Contractor providing evidence of insurance covering the activities of subcontractor; or

2. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

G. Insurance Coverage Requirements

1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following. (Can be met by a combination of primary and excess insurance coverage):

a.	General Aggregate:	$2 million
b.	Products/Completed Operations Aggregate:	$1 million
c.	Personal and Advertising Injury:	$1 million
d.	Each Occurrence:	$1 million

2. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than $1 million for each accident. Such insurance shall include coverage for all "owned," "nonowned," and "hired" vehicles, or coverage for "any auto." (Can be met by a combination of primary and excess insurance coverage):

3. Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other Federal law for which Contractor is responsible.

   In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

a.	Each Accident:	$1 million
b.	Disease - policy limit:	$1 million
c.	Disease - each employee:	$1 million

   As a condition precedent to its performance pursuant to this Contract, Contractor, by and through its execution of this Contract, certifies that it is aware of, and understands, the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with

those provisions before commencing the performance of work under this Contract, and agrees to fully comply with said provisions.

SECTION 6

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Chapter 2.202 of County Code

Contractor is hereby notified that, in accordance with Chapter 2.202 of County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Contract, debar Contractor from bidding or proposing on, being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and suspend or terminate any or all existing contracts Contractor may have with County.

C. Nonresponsible Contractor

County may debar a contractor if the Board finds, in its discretion, that Contractor has done any of the following: (1) violated any term of a contract with County or a nonprofit corporation created by County; (2) committed an act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against County or any other public entity.

D. Contractor Hearing Board

1. If there is evidence that Contractor may be subject to debarment, Public Works will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before Contractor Hearing Board.

2. Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board will prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the

appropriate length of time of the debarment. Contractor and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

4. If a contractor has been debarred for a period longer than five years, that contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

5. Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.

6. Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

E. Subcontractors of Contractor

These terms shall also apply to subcontractors of County contractors.

SECTION 7

COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

A. Jury Service Program

This Contract is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employee deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the

Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

4. Contractor's violation of this Section of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

A. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

B. Notice to Employees Regarding the Safely Surrendered Baby Law

Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

SECTION 9

COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

A. Living Wage Program

This Contract is subject to the provisions of County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Form LW-1 and incorporated by reference into and made a part of this Contract.

B. Payment of Living Wage Rates

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not an "Employer" as defined under the Living Wage Program (Section 2.201.020 of County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to County, including, without limitation, "Travel Time" as defined below in subsection 5 of this Section 9.B under this Contract:

   a. Not less than $11.84 per hour if, in addition to the per-hour wage, Contractor contributes less than $2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or

   b. Not less than $9.64 per hour if, in addition to the per-hour wage, Contractor contributes at least $2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed $2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through County Department of Health Services Community Health Plan. If, at any time during this Contract, Contractor contributes less than $2.20 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its Employees the higher hourly living wage rate.

2. For purposes of this Section, "Contractor" includes any subcontractor engaged by Contractor to perform services for County under this Contract. If Contractor uses any subcontractor to perform services for County under this Contract, the subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which are provided to County under this Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of

hours, if the lesser number is a recognized industry standard and is approved as such by County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If Contractor is required to pay a living wage when this Contract commences, Contractor shall continue to pay a living wage for the entire term of this Contract, including any option period.

4. If Contractor is not required to pay a living wage when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. Contractor shall immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Living Wage Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of this Contract, including any option period. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by County, Contractor shall immediately be required to pay the living wage for the remaining term of this Contract, including any option period.

5. For purposes of Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between Contractor and County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time.

C. Contractor's Submittal of Certified Monitoring Reports

Contractor shall submit to County certified monitoring reports at a frequency instructed by County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid

by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by County, or any other form approved by County which contains the above information. County reserves the right to request any additional information it may deem necessary. If County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

D. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of this Contract, if Contractor becomes aware of any labor law/payroll violations or any complaint, investigation, or proceeding ("claim") concerning any alleged labor law/payroll violation (including, but not limited to, any violation or claim pertaining to wages, hours, and working conditions, such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), Contractor shall immediately inform County of any pertinent facts known by Contractor regarding the same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of Contractor's contract with County, but instead applies to any labor law/payroll violation or claim arising out of any of Contractor's operation in California.

E. County Auditing of Contractor Records

Upon a minimum of 24 hours' written notice, County may audit, at Contractor's place of business, any of Contractor's records pertaining to this Contract, including all documents and information relating to the certified monitoring reports. Contractor is required to maintain all such records in California until the expiration of five years from the date of final payment under this Contract. Authorized agents of County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

F. Notifications to Employees

Contractor shall place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's Employees are working. Contractor shall also distribute County-provided notices to each of its Employees at least once per year. Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

G. Enforcement and Remedies

If Contractor fails to comply with the requirements of this Section, County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.

1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:

   a. Withholding of Payment: If Contractor fails to submit accurate, complete, timely, and properly certified monitoring reports, County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

   b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including, but not limited to, being late, inaccurate, incomplete, or uncertified, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages in the amount of $100 per monitoring report for each day until County has been provided with a properly prepared, complete, and certified monitoring report. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.

   c. Termination/Suspension: Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.

2. Remedies for Payment of Less Than the Required Living Wage: If Contractor fails to pay any Employee at least the applicable hourly living

wage rate, such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:

a. Withholding Payment: If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, County may withhold from any payment otherwise due to Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. County may withhold said amount until Contractor has satisfied County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages of $50 per Employee per day for each and every instance of an underpayment to an Employee. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.

c. Termination/Suspension: Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.

3. Debarment: In the event Contractor breaches a requirement of this Section, County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code Section 2.202, Determinations of Contractor Nonresponsibility and Contractor Debarment.

H. Use of Full-Time Employees

Contractor shall assign and use full-time Employees of Contractor to provide services under this Contract unless Contractor can demonstrate to the satisfaction of County that it is necessary to use non-full-time Employees based on staffing

efficiency or County requirements for the work to be performed under this Contract. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time Employees for services provided under this Contract unless and until County has provided written authorization for the use of same. Contractor submitted with its proposal a full-time-Employee staffing plan. If Contractor changes its full-time-Employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to County.

I. Contractor Retaliation Prohibited

Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person, or entity who has reported a violation of the Living Wage Program to County or to any other public or private agency, entity, or person. A violation of the provisions of this paragraph may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.

J. Contractor Standards

During the term of this Contract, Contractor shall maintain business stability, integrity in employee relations, and the financial ability to pay a living wage to its employees. If requested to do so by County, Contractor shall demonstrate to the satisfaction of County that Contractor is complying with this requirement.

K. Neutrality in Labor Relations

Contractor shall not use any consideration received under this Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

SECTION 10

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunities vendor.

If Contractor has obtained County certification as a Transitional Job Opportunities vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in the amount of not more than ten percent of the amount of this Contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify Public Works of this information prior to responding to a solicitation or accepting a contract award.

SECTION 11

LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

A. This Contract is subject to the provisions of County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

D. If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to County any difference between this Contract amount and what County's costs would have been if this Contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of this Contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).

E. The above penalties shall also apply if Contractor is no longer eligible for certification as a result of a change of its status and Contractor failed to notify the State and County's Office of Affirmative Action Compliance of this information.

EXHIBIT C

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2008)

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 2008 are less than $41,646 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 9, 2009.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at *www.irs.gov* or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2008 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 2008 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 2008 and owes no tax but is eligible for a credit of $825, he or she must file a 2008 tax return to get the $825 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2009 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.

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.

EXHIBIT D.3

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.

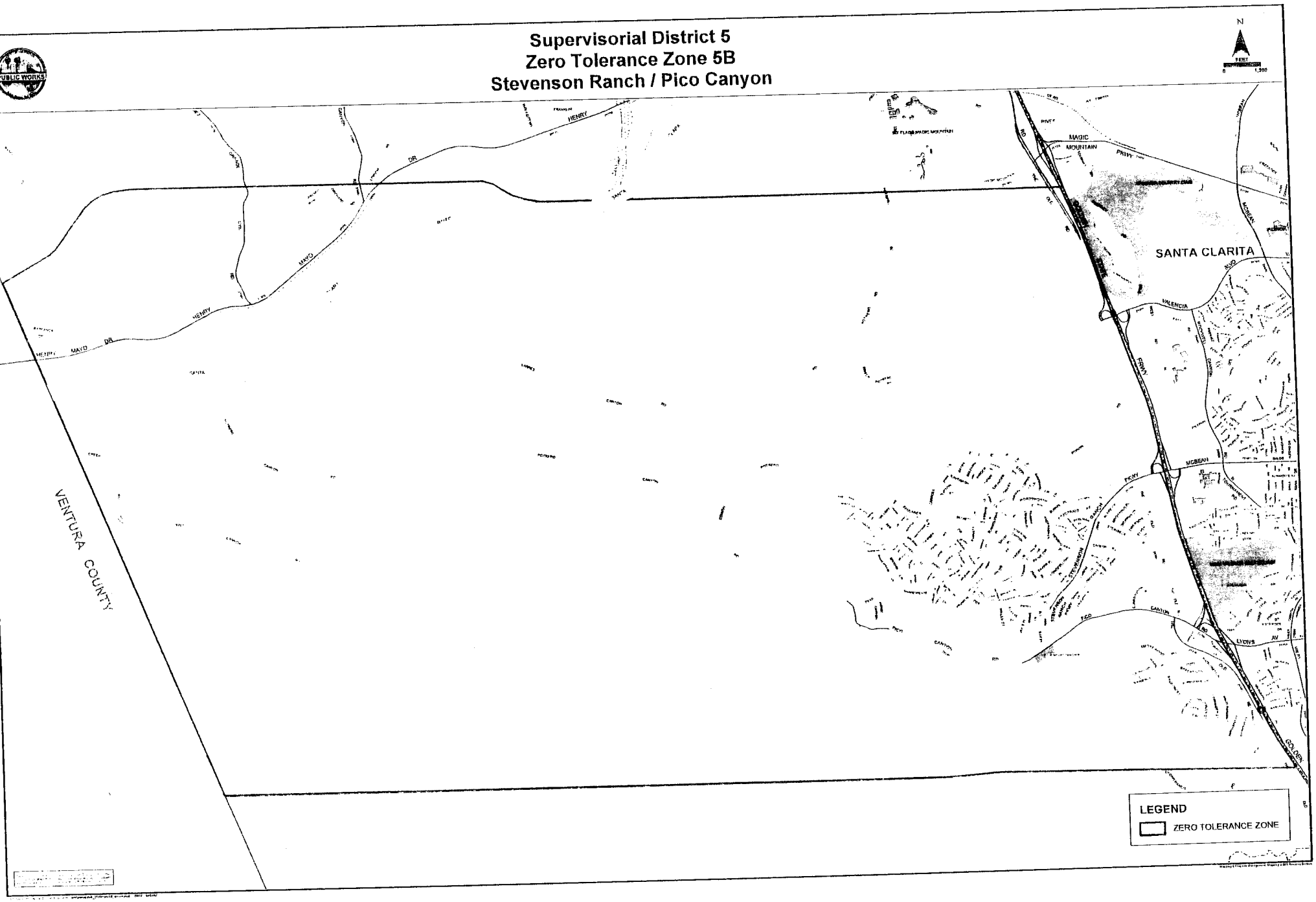
Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

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.

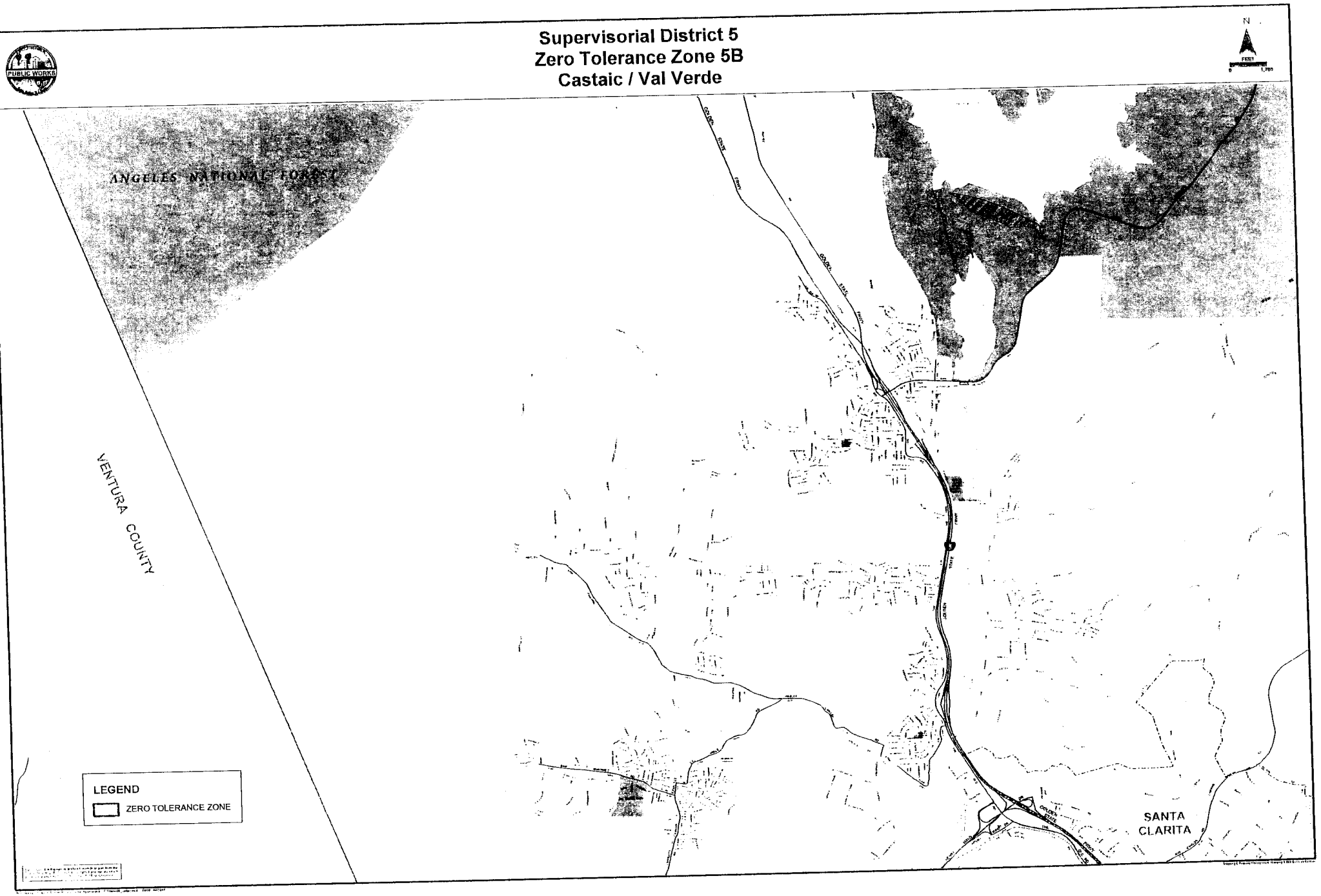
EXHIBIT E.4

ZERO-TOLERANCE ZONE 5B

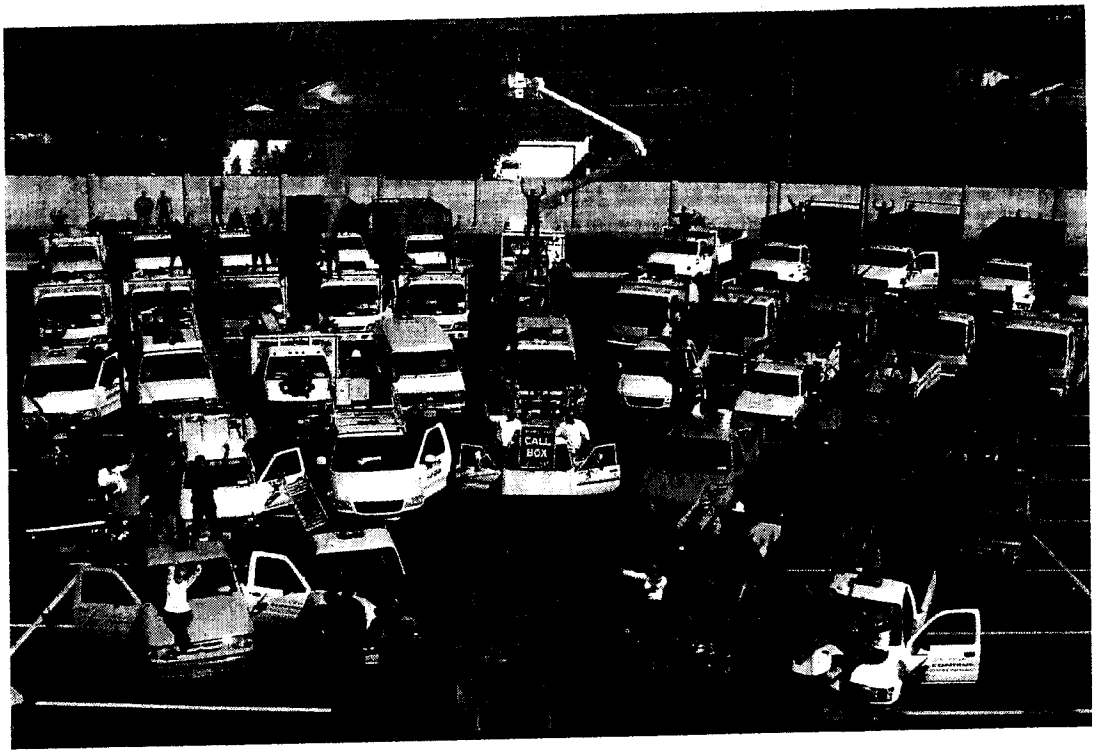
Supervisorial District 5
Zero Tolerance Zone 5B
Stevenson Ranch / Pico Canyon



Supervisorial District 5
Zero Tolerance Zone 5B
Castaic / Val Verde



GRAFFITI CONTROL SYSTEMS



County of Los Angeles
Zero Tolerance Graffiti
Abatement Services (2008-PA058)
Zones: 1G; 2E; 5A; 5B; & 5C

January 28, 2009

ORIGINAL

Woods Maintenance Services, Inc. dba Graffiti Control Systems
7260 Atoll Avenue
North Hollywood, California 91605
(818) 503-8240 (800) 794-7384 Fax (818) 764-2516
http://www.graffiticontrol.com sales@graffiticontrol.com

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13.	Forms Lists (PW & LW Forms)
14.	Living Wage Ordinance
15.	Additional Information

- Sample Photo Identification
- Sample Pictures of Before and After Graffiti Removals
- Safety Program

LETTER OF TRANSMITTAL

The undersigned hereby declares that he is the Contractor submitting the attached proposal and is duly authorized by Woods Maintenance Services, Inc. and Graffiti Control Systems to sign on behalf of and bind said Contractor to Los Angeles County. Further, the undersigned has read all bid documents and attachments and affirms his understanding of them.

Further, Woods Maintenance Services, Inc., is duly licensed to transact business within the state of California and is presently licensed by the Contractors State License Board to perform all of the annotated services. Contractor License # 741322 is valid for the C61, D38, D49 and C33 classifications, and expires October 31, 2009.

Proposer **Woods Maintenance Services, Inc. dba Graffiti Control Systems**

Signature Barry K Woods

Name / Title **Barry K. Woods – President**

7260 Atoll Avenue • North Hollywood, C A 91605

(818) 503-8240

Date **January 26, 2009**

Employer I D # **95-4643637**

Contractors License # **741322**

SUPPORT DOCUMENTS FOR CORPORATION

State of California

SECRETARY OF STATE

CERTIFICATE OF STATUS
DOMESTIC CORPORATION

I, BILL JONES, Secretary of State of the State of California, hereby certify:

That on the 25th *day of* April, *19* 97,

WOODS MAINTENANCE SERVICES, INC.

became incorporated under the laws of the State of California by filing its Articles of Incorporation in this office; and

That no record exists in this office of a certificate of dissolution of said corporation nor of a court order declaring dissolution thereof, nor of a merger or consolidation which terminated its existence; and

That said corporation's corporate powers, rights and privileges are not suspended on the records of this office; and

That according to the records of this office, the said corporation is authorized to exercise all its corporate powers, rights and privileges and is in good legal standing in the State of California; and

That no information is available in this office on the financial condition, business activity or practices of this corporation.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

October 22, 1998

Bill Jones

Secretary of State

95 30089

SEC/STATE FORM CE 112 (REV 9/95)

dr

[redacted]

State of California
Secretary of State

STATEMENT OF INFORMATION
(Domestic Stock and Agricultural Cooperative Corporations)
FEES (Filing): $25.00. If amendment, see instructions.
IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

This Space For Filing Use Only

S

1. CORPORATE NAME (Please do not alter if name is preprinted.)
C1983206
WOODS MAINTENANCE SERVICES, INC.
7260 ATOLL AVE
NORTH HOLLYWOOD CA 91605

pd 3-17-08
CK #2010

DUE DATE: 04-30-08

NO CHANGE STATEMENT (Not applicable if agent address of record is a P.O. Box address. See instructions.)

☑ If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed **to Item 16.**
If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement has been previously filed, this form must be completed in its entirety.

COMPLETE ADDRESSES FOR THE FOLLOWING (Do not abbreviate the name of the city. Items 3 and 4 cannot be P.O. Boxes.)

3. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE		CITY	STATE	ZIP CODE
4. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY		CITY	STATE CA	ZIP CODE
5. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 3		CITY	STATE	ZIP CODE

NAMES AND COMPLETE ADDRESSES OF THE FOLLOWING OFFICERS (The corporation must have these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

6. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
7. SECRETARY/	ADDRESS	CITY	STATE	ZIP CODE
CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE

NAMES AND COMPLETE ADDRESSES OF ALL DIRECTORS, INCLUDING DIRECTORS WHO ARE ALSO OFFICERS (The corporation must have at least one director. Attach additional pages, if necessary.)

9. NAME	ADDRESS	CITY	STATE	ZIP CODE
10. NAME	ADDRESS	CITY	STATE	ZIP CODE
11. NAME	ADDRESS	CITY	STATE	ZIP CODE

12. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and Item 14 must be completed with a California street address (a P.O. Box address is not acceptable). If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 14 must be left blank.)

13. NAME OF AGENT FOR SERVICE OF PROCESS

14. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, **IF AN INDIVIDUAL**	CITY	STATE CA	ZIP CODE

TYPE OF BUSINESS

15. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION

16. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

DATE	TYPE/PRINT NAME OF PERSON COMPLETING FORM	TITLE	SIGNATURE
3/3/08	BARRY K. WOODS	PRESIDENT	Barry K Woods

APPROVED BY SECRETARY OF STATE

EXPERIENCE

NARRATIVE

Attached is our response to your Request For Proposal (RFP) for providing comprehensive graffiti abatement services for five territories within three Supervisorial Districts within the County of Los Angeles.

We believe we are uniquely qualified to provide these services for the County. Beginning in the late eighties, our Company was the first to offer "fixed fee" graffiti removal and control services. Since that time, we have established an unparalleled record of maintaining clean properties throughout California, and parts of Texas and Nevada, for both the public and private sectors.

In addition to servicing the particular needs and demands of hundreds of business clients, we devised and implemented a comprehensive graffiti control program for frequently vandalized underpasses in the City of Los Angeles, and then brought that program to the entire City of National City, and predefined areas in San Diego. Currently, we maintain a great many city and county properties graffiti free, and have done so for over 33 years.

Having just celebrated our 33rd Anniversary, I am proud to have brought a great many "firsts" to the service industry: Our firm was first in 24 hour removals upon request, we were first in the application of protective coatings, and are the only authorized company to apply coatings and abate graffiti from murals throughout the city; along with Vista Paint and Applied Color, we were first to test and utilize portable spectrophotometers in the field on a Montebello city program; we were instrumental in working with Armand Hammer in testing and approving the safe use of soda bicarbonate for alternative removals, we were the first to offer glass polishing for windows etched by vandals, and we were the first to use a relational database system for entering, tracking and reporting graffiti incidents. Currently, most of what Graffiti Control Systems has pioneered, has been adopted by most other contractors and cities in monitoring their contracts.

Graffiti Control Systems has always been proud of its ability to offer and demand exceptional service from its staff. In-service training, incentives, above the standard pay scale and a working environment that fosters pride and responsibility; these are the hallmarks of a successful company, one that will endure another 33 years.

We feel that not only is our pricing competitive, our staff, experience, professionalism and equipment can provide the County with the best in a Graffiti Abatement Service. Should the Evaluation Committee have any questions, we will be most happy to address them.

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.

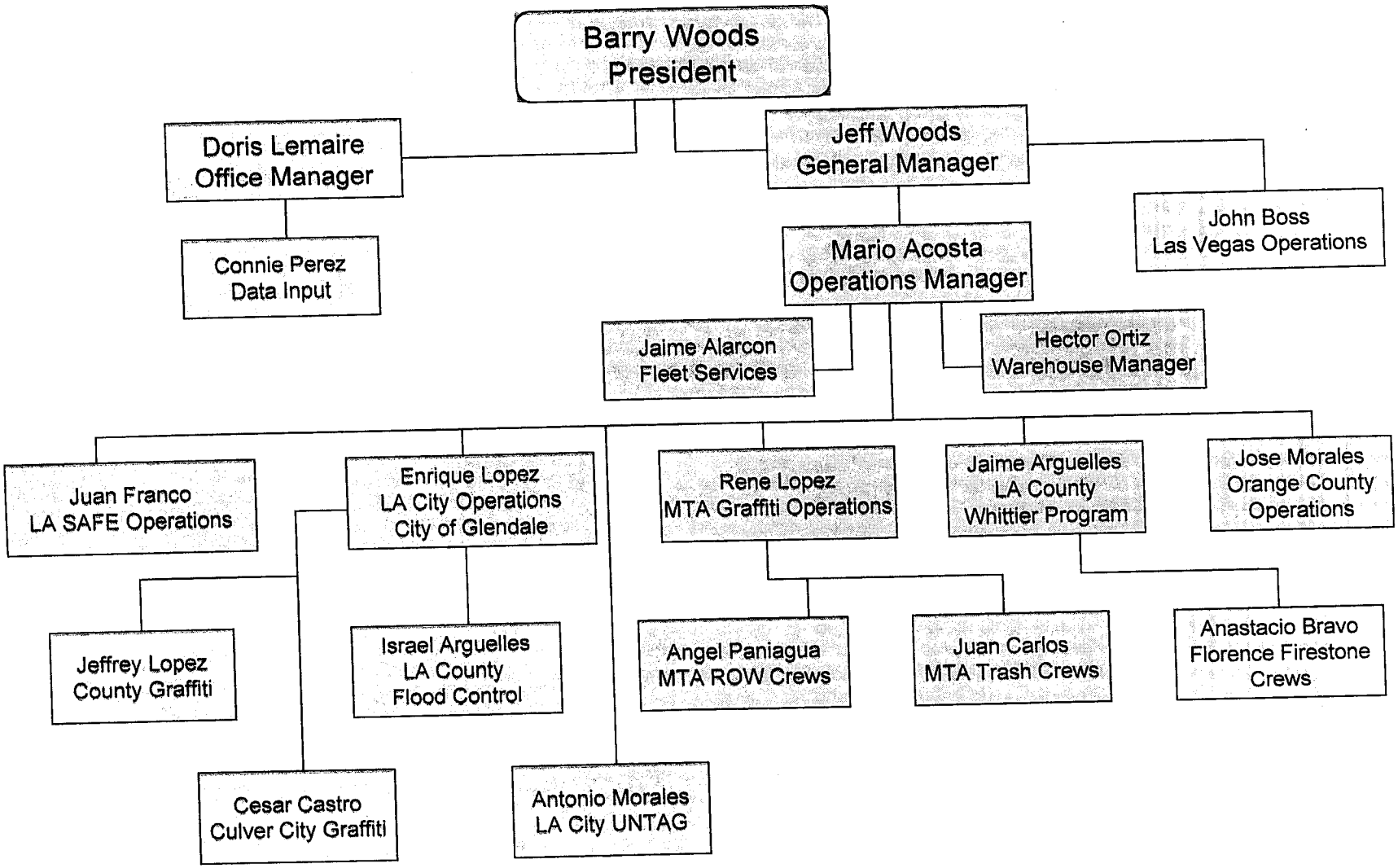
Graffiti Control Systems' sister company, **Hydro Pressure Systems,** is the largest licensed pressure washing contractor in the state, and for over 33 years has been performing all manner of exterior maintenance for both public and private sector clients throughout California.

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, Diamond Bar, Tustin, Monterey Park, San Gabriel, San Fernando, Santa Monica and South Pasadena, as well as Los Angeles and Orange Counties. As sole source contractor for the MTA 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. Two years ago we were 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.



CONTRACTOR'S EQUIPMENT

Graffiti Control Systems has always maintained sufficient vehicles, paints, chemicals, hand tools and equipment to carry out each contract program it was assigned.

When a program manager wishes graffiti abated, the last thing they wish to hear is, " I'll have to pick up some supplies", or "the truck is broken down". When a problem exists that is of sufficient magnitude for a concerned citizen to call, then it is of equal importance for us to handle that problem as quickly as possible.

To this end, Graffiti Control Systems maintains a fleet of:

- 40 equipped graffiti removal vehicles
- 8 dedicated trash collection vehicles
- 2 AirSweeper Truck
- 47' Bucket Truck
- 29' Bucket Van
- 2 traffic control vehicles
- 19 water blasters
- 12 sandblasters
- 6 soda blasters
- Proprietary paint matching system
- 28 Graco airless paint sprayers
- 63 field cell phones

Should Graffiti Control Systems be awarded one or more of the graffiti free contracts, there will be no need for additional equipment and vehicles. However, the financial stability and resources of the Company allow us to quickly obtain anything that will be required to operate a successful program, without diminishing existing contracts.

Having been in business and operating successfully for 33 years, we have established open lines of credit at all suppliers, so that should equipment or supplies be required, one may rest assured that if they are not on hand, they are easily and quickly available.

With our expansion in 1994 and purchase of a 20,000 square foot site in North Hollywood, all equipment and personnel are staged and dispatched from one centralized location, making for a faster and more efficient operation.

STATEMENT OF QUALIFICATIONS

GRAFFITI CONTROL SYSTEMS
7260 Atoll Avenue
North Hollywood, California 91605
(818) 503-8240 FAX (818) 764-2516

Barry K. Woods

OWNER/PROJECT MANAGER

33 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

92 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
Marina Lopez

ADMINISTRATIVE ASSISTANTS

32 years of combined contract expediting. Oversee all dispatching of survey and maintenance crews, coordinate field assignments, handle day to day contact with municipal personnel and businesses of contract communities. Coordinate extra work, emergency assignments and inspection procedures. Maintains all reports and database entries.

Field Staff

FIELD STAFF

Thirty Painters / Surveyors capable of locating, surveying and recording graffiti sites, matching colors and painting over vandalized areas. All qualified and certified to operate high pressure washers for chemical removals and wet sandblasting equipment for removals requiring abrasives as well as application of protective coatings.

Thirty three field workers whose sole responsibility is to maintain exterior surfaces. Operate dump trucks, heavy equipment, as well as handling all weed, trash and debris needs of all transportation agencies and county contracts. Trained in safety protocols and attend periodic workshops of BMP's and safety education.

Three paint tinters, mechanics, laborers.
Two glass and window technicians trained and qualified to operate state-of-the-art glass polishing equipment and apply protective anti-graffiti film to windows.

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.

LIST OF REFERENCES

GRAFFITI ABATEMENT CONTRACTS

Woods Maintenance Services, Inc. and/or Graffiti Control Systems

Name of City	Year Started	Amount / Rate	Contact	Phone Number
City of Los Angeles Public Works – CD9	1984	$325,000 per year	Paul Racs 200 N. Spring Street, #356 CH Los Angeles, CA 90012 Paul.Racs@lacity.org	213-978-0229
City of Los Angeles Office of Community Beautification (UNTAG)	1984	$500,000 per year	Paul Racs 200 N. Spring Street, #356 CH Los Angeles, CA 90012 Paul.Racs@lacity.org	213-978-0229
City of Tustin	1993	$180,000 per year $40 per job	George Wiesinger 300 Centennial Way Tustin, CA 92780 gwiesinger@tustinca.org	714-573-3135
Diamond Bar	1993	$52,000 per year	Bob Rose 21825 Copley Drive Diamond Bar, CA 91765 bob.rose@ci.diamond-bar.ca.us	909-839-7061
Los Angeles County MTA	1997	$4,620,000 (5 year contract)	Keith Jackson One Gateway Plaza Mail Stop: 99-18-2 Los Angeles, CA 90012 JACKSONKT@metro.net	213-922-8888
Los Angeles County West Area Channels	2005	$189,600 per year	Ari Telias Los Angeles County Department of Public Works Graffiti Abatement Program ATELIAS@ladpw.org	626-458-4062

Name of City	Year Started	Amount / Rate	Contact	Phone Number
City of Santa Monica	2006	$98,280 per year $540 per day	Kim Braun 1685 Main Street Santa Monica, CA 90401 kim-braun@ci.santa-monica.ca.us	310-458-8528
City of San Fernando	2006	$136,500 per year $525 per day	Robert M. Braden 117 Macneil Street San Fernando, CA 91340 RBraden@ci.san-fernando.ca.us	818-898-1299
City of San Gabriel	2006	$50,000 per year $21 per job	Rita Estrada 425 South Mission Drive San Gabriel, CA 91778 Restrada@sgch.org	626-308-2806
City of Monterey Park	2006	$196,500 per year $16,375 flat rate per month	Adolfo Reta 320 West Newmark Avenue Monterey Park, CA 91754 AReta@MontereyPark.ca.gov	626-307-1327
Los Angeles County Florence/Firestone Sidewalk Enhancement	2002	$246,000 per year $20,500 flat rate per month	Rudy Rivera or Ricardo Gordillo 11282 South Garfield Avenue Downey, CA 90242 RRIVERA@dpw.lacounty.gov RGORDILL@ladpw.org	562-869-1176
Los Angeles County Whittier Enhancement	2003	$228,000 per year $19,000 flat rate per month	Rudy Rivera or Ricardo Gordillo 11282 South Garfield Avenue Downey, CA 90242 RRIVERA@dpw.lacounty.gov RGORDILL@ladpw.org	562-869-1176
Clark County, Nevada Las Vegas Resort Corridor	2005	$258,000 per year $21,500 flat rate per month	Russell Davis Clark County Public Works 500 Grand Central Pky Las Vegas, NV 89155 rwd@co.clark.nv.us	702-218-9761 702-455-6029

Name of City	Year Started	Amount / Rate	Contact	Phone Number
Los Angeles County Florence/Firestone Graffiti Abatement (1C)	2008	$282,000 per year	Ari Telias Los Angeles County Department of Public Works Graffiti Abatement Program ATELIAS@ladpw.org	626-458-4062
Los Angeles County Florence/Firestone Graffiti Abatement (2A)	2008	$282,000 per year	Ari Telias Los Angeles County Department of Public Works Graffiti Abatement Program ATELIAS@ladpw.org	626-458-4062
Los Angeles County Florence/Firestone Graffiti Abatement (3A)	2008	$66,000 per year	Ari Telias Los Angeles County Department of Public Works Graffiti Abatement Program ATELIAS@ladpw.org	626-458-4062

BOARD OF PUBLIC WORKS
MEMBERS

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DAVID SICKLER
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PAULA A. DANIELS
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VALERIE LYNNE SHAW
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ANTONIO R. VILLARAIGOSA
MAYOR

BOARD OF PUBLIC WORKS
OFFICE OF COMMUNITY
BEAUTIFICATION

ROOM 356, CITY HALL
200 N. SPRING STREET
LOS ANGELES CA 90012

PAUL K. RACS
DIRECTOR
(213) 978-0229

GENERAL INFORMATION
(213) 978-0228
FAX: (213) 978-0241

March 10, 2006

To Whom It May Concern:

Woods Maintenance Services, Inc. (Graffiti Control Systems) has been a service provider to the City of Los Angeles for over 20 years. As a graffiti abatement contractor, they are professional, thorough and responsive, with a keen eye for detail, and customer service.

In addition to supplying roving patrols throughout the city eradicating graffiti, the Office of Community Beautification has entrusted the cleaning and protection of city murals, and all high graffiti abatement to their care and expertise.

Barry Woods and the entire management staff have been quick to volunteer time, material and equipment to beautification projects for the City, without a second thought.

I would, without hesitation or reservation, recommend Graffiti Control Systems for any municipal work under consideration as an example of outsourcing at its finest. Should you desire additional information, please feel free to contact me at 213-978-0229.

Sincerely,

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

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

Public Works Department

CITY OF CULVER CITY

9505 West Jefferson Boulevard, Culver City, California 90232

(310) 253-6420

FAX (310) 253-6430

Heustace Lewis
Public Works
Maintenance Operations
Manager

March 16, 2006

Graffiti Control Systems
7260 Atoll Avenue
North Hollywood, CA 91605

Letter of Recommendation

As the Maintenance Manager of the City of Culver City, I have worked closely with Graffiti Control Systems and consider them responsive to the graffiti removal needs of the City of Culver City. We have held a contract with Graffiti Control Systems for ten (10) years. We would recommend them for the service of graffiti removal. Caesar, an employee of Graffiti Control Systems, has proven to be responsible in showing up every day.

If you have any questions, please feel free to call me at (310) 253-6420.

Thank you.

Sincerely,

Heustace Lewis
Public Works
Maintenance Operations Manager

City of Diamond Bar

21825 Copley Drive · Diamond Bar, CA 91765-4178

(909) 839-7000 · Fax (909) 861-3117

www.CityofDiamondBar.com

February 23, 2006

To Whom It May Concern,

Graffiti Control Systems has been providing professional graffiti removal services to the City of Diamond Bar since 1993. They have always done an excellent job and it is my pleasure to provide this letter of recommendation.

Barry Woods and his staff are always professional, eager to help and enthusiastic about their work.

If I can be of any further assistance, please feel free to contact me at 909.839.7061.

Respectively,

Bob Rose
Director of Community Services

Carol Herrera
Mayor

Bob Zirbes
Mayor Pro Tem

Wen P. Chang
Council Member

Jack Tanaka
Council Member

Steve Tye
Council Member

Recycled paper

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

03116007220

MAYOR
Miguel A. Pulido
MAYOR PRO TEM
Robert L. Richardson
COUNCILMEMBERS
Tony Espinoza
Brett Franklin
Thomas E. Lutz
Patricia A. McGuigan
Ted R Moreno

CITY OF SANTA ANA
PUBLIC WORKS AGENCY
220 S. Daisy Ave., M83 • P.O. Box 1988
Santa Ana, California 92702

CITY MANAGER
David N. Ream
CITY ATTORNEY
Joseph W. Fletcher
CLERK OF THE COUNCIL
Janice C. Guy

March 31, 1997

Barry Wood
Graffiti Control Systems
7260 Atoll Avenue
North Hollywood, CA 91605

RE: JOB REFERENCES

To Whom It May Concern:

Graffiti Control Systems had been under a contract for the City of Santa Ana for the years 1993 through 1996. Their average yearly contract was for $198,000 per year.

Graffiti Control Systems provided quality work throughout the City. All the work was completed in a timely manner regardless of the quantity of work requested.

If you have any questions, please feel free to contact me at (714) 647-3309.

Sincerely,

Jim Trujillo
Street Maintenance Supervisor

JT/Reference/fjk

THE CITY OF
SAN DIEGO
NEIGHBORHOOD CODE COMPLIANCE DEPARTMENT
GRAFFITI CONTROL PROGRAM • 1970 B STREET • SUITE B • SAN DIEGO, CALIFORNIA 92102 – 1899

April 1, 1997

To Whom It May Concern:

I am happy to recommend Graffiti Control Systems to anyone considering the use of their services. They have been providing graffiti abatement services to the City of San Diego Graffiti Control Program for over four years. We have been very satisfied with their work, and we have received the same nod of approval from the Council office and community which is served by their contract.

They have done a very good job in performing to the specifications of the contract, and I feel very comfortable in recommending them to others. If you have any questions, please feel free to contact me at (619) 525-8531.

Sincerely,

Staajabu Heshimu

Staajabu Heshimu
Graffiti Control Program Manager

DIVERSITY
BRINGS US ALL TOGETHER

GENERAL WORK PLAN

(all Zero Tolerance Areas)

With the continuation of the **ZERO TOLERANCE PROGRAM** throughout the County of Los Angeles, the County is taking an aggressive and proactive stand in the war on graffiti. To this end, **GRAFFITI CONTROL SYSTEMS** has developed their work plan to quickly attack the problem in the initial stages and to offer concentrated, speedy and consistent service through the balance of the contract term. Graffiti Control Systems has previously held multi-year contracts in many areas throughout the County.

INITIAL PROTOCOLS

At the onset of the program in each zone specific area, GCS will field multiple crews in an effort to attack the program head up and abate all visible graffiti. Areas the previous contractor has allowed to lapse, major thoroughfares and business districts will be the primary concern. This will be quickly followed by private property, alleys and areas adjacent to public facilities that have not gotten the attention they deserve; such as freeways, flood control channels and industrial parks.

CONTRACT WIDE PROTOCOLS

GRAFFITI CONTROL SYSTEMS shall remove all graffiti from public and private surfaces within the county boundaries, and then maintain those surfaces graffiti free. Abatement crews will patrol and survey the areas per the requirements in the contract, annotating and removing graffiti as it is encountered. All information will be later entered into a comprehensive database to generate a monthly report for the County.

All commercial thoroughfares, areas around schools, religious buildings and main arteries shall be patrolled Monday through Friday (or as required in the contract). Residential neighborhoods shall be targeted thrice weekly (Monday thru Friday) and emergencies or difficult to access locations may be handled on the weekend.

We have always sought complete and frequent communication with all of our clients, and here it shall be no different. By being in close and frequent contact with the county representatives, problems are avoided, graffiti is abated more quickly and everything runs much smoother. Vandalism incidents may be called into our offices 24 hours per day, and in extreme cases, shall be abated the same day. Supervisors check in with the office every two hours to obtain updates and urgent or priority assignments. Field crews and supervisors are called throughout the day, via cellular phones to update progress and review workload. It is at these times decisions are made whether to assign additional crews in a particular area.

One of the important aspects of any graffiti program is having the knowledge and the right equipment and experience to tackle the problem. **GRAFFITI CONTROL SYSTEMS** uses a combination of methods to abate graffiti, starting with the least damaging process:

Methods & Techniques

Painted Surfaces	This will include all previously painted substrates such as wood, metal, block walls, stucco, brick, curbs, chain link fencing.	Color matched painting for each specific site and custom county colors for county property
Non Porous Surfaces	These will include glass windows, ceramic tile, road signs, traffic control boxes, light standards	Treated primarily with eco-friendly chemical washes, pressure washing and the judicious use of soda bicarbonate blasting.
Porous Surfaces	Included here will be natural masonry substrates that have not already been painted, concrete light standards, sidewalks and curbs	Pressure wash with eco friendly chemicals, hot high pressure waster blasting. We do not use sand blasting ***UNLESS*** it is absolutely necessary

Great care will be taken in protecting surrounding areas, utilizing plastic sheeting and drop cloths when required. If spraying paint would risk overspray upon vehicles or property, either the task shall wait for a more opportune time, or areas shall be hand painted to preclude such damage. Sand, soda and any residue from cleaning and/or painting operations shall be cleaned up immediately by Contractor, restoring the surface and area to its original condition, and removing any potential liability problem or exposure.

SURVEY & WORK PERFORMANCE

The survey crews will drive through the area daily to assess the status and log all new incidents of graffiti. Most of the anticipated work shall be carried out between the hours of 6:00 am and 3:00 pm, five days per week (or as required by the contract). The non-painting crew will proceed with all removals of the solvent, water blasting and soda blasting variety, completing the work for final inspection. The painting crews will organize field assignments based on paint colors and proximity, thereby eliminating down time and unproductive breaks that would occur when changing paint cans and sprayers, brushes and rollers at each address. The Crew Supervisor will be initiating contact by securing signatures from property owners on Release and Consent forms, allowing us legal access.

WORK PLAN

(Stevenson Ranch; Pico Canyon; Castaic; Val Verde – 5B)

INITIAL APPROACH

In order to properly manage any of the Zones, an initial "blitz" must be created to eradicate the existing graffiti, while maintaining the vandal-free areas. As many crews as is necessary will be thrown at the problem, especially in those areas where the current contractor has been somewhat negligent. These areas will be brought up to a maintenance level and then maintained in this condition throughout the term of the contract.

Self-generating surveys, as well as faxed or called in Task Orders will be handled with immediacy. Paint crews will hit the painted substrates, while the waterblasting Technicians will hit the porous surfaces such as curbs and sidewalks. All information will be annotated and recorded for data entry the next day.

STAFFING

- (1) Graffiti Abatement Technician
- (1) Fully Equipped Graffiti Abatement Truck
- Contract Supervisor/Project Manager
- Quality Control Inspector
- Dedicated Office Support Personnel and Data Input

QUALITY ASSURANCE PROGRAM

QUALITY CONTROL POLICIES & PROCEDURES

Quality Control is one of the most important aspects to our company. From the initial training of all employees, the technicians are reminded over and over that it is the **QUALITY and NOT the QUANTITY** of work performed that sets us apart from our competition. Both the Owner and General Manager of the company take active roles in quality control as well as the immediate supervisors to protect the status and reputation that has been earned for more than 33 years. Several forms have been created over the years that help track any problems, issues or concerns (either by technician, supervisor, constituent or contract administrator) that helps us with the feedback that is needed to improve and move forward to stay a leader in the industry. This feedback is imperative because it helps us weed out the below par technicians as well as promote and reward the superior technicians.

SAFETY PROCEDURES

The safety and well being of all Contractors' employees and the citizens in general are our primary concern. All work undertaken conforms to all rules, regulations, ordinances and statutes of the City, County, State and Federal Governmental offices. All proper traffic control methods are utilized, as required on the public right-of-way, with flashing arrow boards, cones and barricades. The concern is also for the public at large, as we will be working closely with those affected by the graffiti to see that their businesses are not disrupted. **GRAFFITI CONTROL SYSTEMS** has already developed, had approved, and has a working module of the Safety Program as mandated by SB 198, which is available for review by any city agency. For those anticipated chemicals and products to be utilized on this program, we have included MSDS sheets in the attachments. All vehicles carry first aid kits, fire extinguishers, MSDS sheets, and BMP protocols for the services we will be performing.

COMMUNICATION & JOB TRACKING

All work orders and requests for service, whether they are emailed, faxed or called into our office through our 800 line, are imputed by our office support staff. Job orders are written up, imputed into the computer and tracked through the entire process until completion. GCS created the first comprehensive database for entering annotating, searching and retrieving all requests for service, irrespective of the source. These are then compiled into a report sent each month to the Program Manager and Accounting Department. Our billing follows universally accepted protocols for accounting practices. Every employee assigned to County work is separately tracked (as are all staff technicians), so that all contract time and material is properly accounted and imputed. In the very rare instance that an assigned County Technician is sent to a non-county project (special weekend assignment), those hours and costs are never assigned to, or added onto the County Database.

In addition to the "honor" system, GCS has Supervisors out in the field seven days per week. This not only verifies that staff technicians are on the job, doing when they are contracted to do, but allows us the time to do Quality Control. Supervisors are armed with printouts of the prior days (weeks) work and have the opportunity to not only check current jobs, but to verify the completion of previous assignments. When Supervisors cannot make it to a particular site that day, vehicles are equipped with roof mounted Teletrac GPS Systems, that allow us to monitor the exact location of any of the vehicles at any time.

TRAINING PROGRAM

All staff members must attend and pass a comprehensive in-house training program, prior to being qualified for as a Graffiti Abatement Technician. Prior to beginning work, and immediately after hiring, the personnel record is examined to substantiate all submitted facts and information. A voluntary drug test is administered and forms are signed allowing random drug tests during employment. Driving record is examined for any noticeable failings. Once the preliminary, administrative work is completed, the employee is issued uniforms, gloves, safety goggles, hard hat, safety vest, rubber boots, and Employee Manual, and several guides to equipment and procedures. Some of this is "homework", and must be completed before formal training begins at our offices, and then the job site. The training is usually broken down into six distinct areas, though there may be some overlapping:

1) Safety and operating procedures for high pressure washers
2) Safety and operating procedures for gas powered spray equipment
3) Safe vehicle operating procedures and included emergency/safety equipment
4) Graffiti removal techniques on 12 different types of surfaces
5) Use of chemicals, reading an MSDS, emergency procedures and BMPs
6) Public relations, expected behavior, image and dealing with the public

The training process, both in the office with a veteran supervisor and out in the field, takes two weeks, before a new hire is allowed to work solo, but still supervised.

GRAFFITI
CONTROL
SYSTEMS
7260 Atoll Avenue
North Hollywood, CA 91605
(818) 982-8480 (800) 794-7384

County of Los Angeles

No. _____
Job Work Order

Reported By	Phone	Crew	Report Taken By
Business Name / Location		Report Date	Start Date
		Time Spent	Completion Date
Notes		Cross Street	Misc.

Graffiti Location: (Check all that apply)

Thoroughfare	Alley	Horizontal	Miscellaneous
☐ Building Front	☐ Wall	☐ Steps	☐ Electric Box
☐ Building Side	☐ Fence	☐ Curb	☐ Power Pole
☐ Building Rear	☐ Door	☐ Sidewalk	☐ Phone Pole
☐ Adjacent Wall	☐ Gate	☐ Colums(s)	☐ Hand Railing
☐ Elevator	☐ Sign(s)	☐ _____	☐ Trash Receptacle
☐ Window(s)	☐ _____	☐ _____	☐ _____
☐ Door(s)	☐ _____	☐ _____	☐ _____
☐ Sign(s)	☐ _____	☐ _____	☐ _____
☐ Bench(s)			

Service Performed: (Check all that apply)

☐ **Paint** ☐ **Solvent** ☐ **Soda Blast** ☐ **Other**

Size of Graffiti Area Serviced:

Height	Width	Total Sq. Ft.

Remarks / Notes

_____

_____

_____

Completed by - Signature _____

FLORENCE / FIRESTONE

NAME: ____________________ GRAFFITI CONTROL SYSTEMS Date: ____________ Area: __________

Street Address	Location	Sq. Feet	Method / Colors

Graffiti Control Systems
Quality Control Report

Date: _____ Time: _____

County Area: _____ Reviewed By: _____

Technician Assigned to Area: _____

		Excellent	Good	Fair	Poor
1	Painting jobs (correct color match)	☐	☐	☐	☐
2	Painting jobs (overspray and clean up)	☐	☐	☐	☐
3	Pressure washing jobs	☐	☐	☐	☐
4	Chemical removal	☐	☐	☐	☐
5	Appearance of County Area in general	☐	☐	☐	☐
6	Specific area as noted below	☐	☐	☐	☐

7 Note specific problems or conerns: _____

_____

_____

8 Other comments: _____

_____

_____

Technicians Signature: _____ Date: _____

Supervisors Signature: _____ Date: _____

CONSENT TO ENTER AND RELEASE OF LIABIILTY

TO THE COUNTY OF LOS ANGELES

The undersigned owner of the property, or agent representing the property owner at the address opposite my name, hereby consents to entry upon said property by personnel and equipment of GRAFFITI CONTROL SYSTEMS, as is necessary to remove, reduce or obliterate the writing of graffiti on the (check area that applies):

Fence _____ Wall _____ Building _____ Other _____

On said property by using high pressure water blasting, sandblasting, painting or use of chemical solvents.

I understand that the cleaning may be in blocks or strips where the lettering appears and that the cleaned or processed areas may not match precisely but every effort will be made to match colors to the remainder of the above improvement, that the cleaning will not include the entire surface but only blocks, patches or strips thereof and the Contractor and the County assume no responsibility if colors do not precisely match; and that some residue of the existing graffiti may remain.

I request and authorize GRAFFITI CONTROL SYSTEMS to enter and use said equipment with full knowledge of the above.

I hereby release GRAFFITI CONTROL SYSTEMS and the County, its officers, agents and employees of and from any and all claims, demands, causes of action or obligations whatsoever arising out of or relating to entry on my property, and incidental damage to shrubs or plants, the cleaning operation hereinabove referred to the appearance of said improvements or otherwise.

NAME: Owner ___ Tenant ___ Agent ___ DATED: _____

PROPERTY ADDRESS

_____ _____

Print Name

_____ _____

Signature

SUBCONTRACTORS

In the performance of the work as outlined throughout this RFP, Graffiti Control Systems will use no subcontractors. We are, as required by law and the Business and Professions Code, licensed by the Contractors State License Board with a C33 and C61, D38 and D49 license, active and current. As the largest graffiti abatement contractor in the nation, we are sufficiently funded with $4 million in contract work, over 50 late model, specialized vehicles, over 70 bi-lingual Technicians, including 23 supervisors, specialized paint lab and 33 years of experience. This far exceeds even the closest competition.

LICENSES AND CERTIFICATIONS

ACTIVE AND CURRENT CONTRACTOR LICENSES

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 02/28/2010

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 10/31/2009

COUNTY OF LOS ANGELES
OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 780
Los Angeles, California 90012
(877) 669-CBES / FAX (626) 457-3112
TDD (626) 293-5708
Website: http://oaac.co.la.ca.us

Address all correspondence to:
CONTRACT COMPLIANCE
1000 S. Fremont Avenue
Building A-9 East, 1st Floor
Mail: Unit #24
Alhambra, CA 91803-8862

Dennis A. Tafoya
Director

September 07, 2006

BARRY K WOODS
WOODS MAINTENANCE SERVICES INC
GRAFFITI CONTROL 7260 ATOLL AVENUE
NORTH HOLLYWOOD, CA 916054104

Vendor #: 05696502

Dear BARRY K WOODS:

Congratulations! Your business has been certified as an eligible participant in the County of Los Angeles Local Small Business Enterprise Preference Program (Local SBE). Your Local SBE certification is valid until April 30, 2009 .

In order for Local SBE preference consideration, each eligible solicitation for the Local SBE preference will include the "Request for Local SBE Preference Program Consideration" form. You must complete the form and provide the above Vendor Number in your bid/proposal for each response to a County solicitation.

The County of Los Angeles Office of Affirmative Action Compliance reserves the right to request additional information and/or conduct an on-site visit at any time during the certification process and/or period to verify any documentation submitted by the applicant. If there are any changes in the State of California Office of Small Business and DVBE Certification (OSDC) SBE status, ownership, control of the firm or principal place of business during the certification period, you are required to notify this office and the OSDC immediately.

Again, congratulations on your certification. If you have any questions regarding the Local SBE Program, visit our website at http://oaac.co.la.ca.us/SBEMain.htm or call the Local SBE Customer Service at (877) 669-CBES.

Sincerely,

DENNIS A. TAFOYA
DIRECTOR

Ozie L. Smith

OZIE L. SMITH
Senior Deputy Compliance Officer

DAT:OLS

"To Enrich Lives through Effective and Caring Service"

State of California • Department of General Services • Arnold Schwarzenegger, Governor

PROCUREMENT DIVISION

Office of Small Business and DVBE Services

707 Third Street, 1st Floor, Room 400 • PO Box 989052

West Sacramento, California 95798-9052 • (800) 559-5529

SB APP 20060727

July 27, 2006

REF# 0023503
WOODS MAINTENANCE SERVICES INC
7260 ATOLL AVE
NORTH HOLLYWOOD CA 91605- 4104

Dear Business Person:

Congratulations on your certified small business status with the State of California. Your certification entitles you to benefits under the state's Small Business Participation Program within state contracting, including a five percent bidding preference and special provisions under the Prompt Payment Act.

Certification period

Your certification period for each business type is:

Industry	From	To
CONSTRUCTION	05/18/2006	04/30/2009
SERVICE	05/18/2006	04/30/2009

Annual Submission Requirement

To maintain your certified status, you must annually submit to the Office of Small Business and DVBE Services (OSDS), proof of annual receipts and proof of employees for your firm and each of your affiliates (if any).

Proof of Annual Receipts

Submit to OSDS, a copy of your firm's and any affiliate firm's ENTIRE federal tax return each year following your certification. Include ALL accompanying schedules, forms, statements, and any other support documents filed with that specific tax return.

If you request a tax filing extension with the Internal Revenue Service, submit to our office a copy of the extension form. When your tax returns are filed, submit a copy of the entire federal tax return to our office.

Proof of Employees

If you have employees whose taxable wages are reported to the California Employment Development Department (EDD) on a quarterly basis, you must annually submit to our office along with your proof of annual receipts, proof of employees for your firm and any affiliates.

We will accept a copy of the EDD's "Quarterly Wage and Withholding Report" (Form DE6) or other format accepted by the EDD. Your employee documents must cover the same four quarters as the tax return you submit for your proof of annual receipts.

If you have out-of-state employees, submit the employee documentation comparable to EDD's "Quarterly Wage and Withholding Report" for the same four-quarter period.

Maintaining Your Online Certified Firm Profile

A secure access feature on our website enables you to maintain certain company profile information, including customizable keywords to best describe your business specialties with. Details about the Certified Firm Profile and your secure logon information are available on the final page of this letter. Please keep your logon information page in a secure place and DO NOT share it with anyone or include it with any of your bid documents or submittals.

Reporting Business Changes

You must notify OSDS of all business changes or your certification status will be subject to revocation. The enclosed "Certification Information Change" form identifies specific items that may be reported using the change form and it identifies other changes that require a new certfication application submittal.

Prompt Payment Rubber Stamp

The Prompt Payment Act requires state agencies to pay the undisputed invoices of certified small businesses and registered nonprofit organizations on a timely basis. Prompt payment is reinforced by adding interest penalties for late payment. Covered under the Act are certified small businesses that are either a service, manufacturer, or non-manufacturer firm, and nonprofit organizations registered with OSDS.

Compensation on late or unpaid progress payments for certified construction firms is addressed in Public Contract Code, Section §10261.5.

Use of the prompt payment rubber stamp alerts state agencies of a firm's certified small business or registered nonprofit status.

Ordering a rubber stamp

To purchase a prompt payment rubber stamp, complete and submit the enclosed Prompt Payment Rubber Stamp Order Form.

Proof of Eligibility

Maintain this original certification letter for future business needs. To demonstrate your firm's small business eligibility, include a copy of this letter in your state contract bid submittals.

Prior to contract award, agencies will assure the vendor is in compliance with Public Contract Code, Section 10410 et seq. addressing conflict of interest for state officers, state employees or former state employees.

Certification Renewal

A renewal application will be mailed to you prior to the expiration of your small business certification. If you do not receive an application, please call us so that you may timely renew your certification.

If you have any questions, please contact me at 800.559.5529 (Procurement Division receptionist) or 916.375.4940 (OSDS receptionist), by e-mail cleta.gidcumb@dgs.ca.gov, or by fax 916.375.4950. The Procurement Division oversees many programs to further state contracting participation. For more information regarding these programs, visit our website at www.pd.dgs.ca.gov/smbus, or visit the Procurement Division's website at www.dgs.ca.gov/pd.

Sincerely,

Cleta Gidcumb
Certification Officer
Office of Small Business and DVBE Services

Standard Industrial Classification (SIC) Code(s)
Certification Approval Attachment

You selected the following Standard Industrial Classification (SIC) codes and/or contractor's license classifications to describe your firm's business:

***Construction firms are classified by their California contractor's license classification(s).**

Industry	4-Digit SIC Code*	SIC Code Description
CONSTRUCTION	C-33	Painting and Decorating
	D-38	Sand and Water Blasting
	D-49	Tree Service
	D-63	Construction Clean-up

INSURANCE

Following pages contain samples of our current insurance coverages.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/28/2008

PRODUCER (818)316-0999 FAX (818)316-0990
Scanlon, Guerra, 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: Redland Insurance Co	88790
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	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
		[ ] POLICY [ ] PRO-JECT [ ] LOC					
A	X	AUTOMOBILE LIABILITY	RICCA0001202	05/01/2008	05/01/2009	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)	$
		[X] Comp $1,000 Ded					
		[X] Coll $1,000 Ded					
		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

Certificate Holder is Named as Additional Insured per Attached Form ADDLINS-B CA100

Subject to policy terms, conditions, limitations & exclusions. *10 day NOC for non-payment of premium.

CERTIFICATE HOLDER

County of Los Angeles
Dept of Public Works
P.O. Box 7508
Alhambra, CA 91802

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Jana Hartgrove/JLH

©ACORD CORPORATION 1988

Client#: 9361 WOODMAI1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/26/08

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.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: American States Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED
Woods Maintenance Services, Inc. DBA
Graffiti Control DBA HydroPressure Syst
7260 Atoll Avenue
North Hollywood, CA 91605

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 [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	01CH63642520	12/09/08	12/09/09	EACH OCCURRENCE	$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$200,000
						MED EXP (Any one person)	$10,000
						PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$2,000,000
						PRODUCTS - COMP/OP AGG	$2,000,000
		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
A		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [X] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $	01XS15141120	12/09/08	12/09/09	EACH OCCURRENCE	$1,000,000
						AGGREGATE	$1,000,000
							$
							$
							$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS / OTH-ER	
						E.L. EACH ACCIDENT	$
						E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The County of Los Angeles, their Agents, Officers and Employees are additional insured for general liability, but only if required by written contract or written agreement per endorsement # CG8674 1002.

CERTIFICATE HOLDER

County of Los Angeles
Department of Public Works
Administrative Services Division
P. O. Box 1460
Alhambra, CA 91802

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
James H Frost
SMA

© ACORD CORPORATION 1988

Policy Number: A0927-11-68 Date Entered: 8/29/08

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/29/08

PRODUCER
SOUZA INSURANCE AGENCY
1250 Avenida Acaso, Suite H, 2nd Floor
Camarillo, CA 93012

(805)389-7969
123 456

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Mid-Century Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED
Woods Maintenance Service, Inc.

7260 Atoll Ave.
North Hollywood, CA 91605

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	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
		POLICY ☐ PRO-JECT ☐ LOC ☐					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO				BODILY INJURY (Per person)	$
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		HIRED AUTOS					
		NON-OWNED AUTOS					
		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	A0927-11-68	9/1/08	9/1/09	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

Named Insured: Woods Maintenance Services, Inc.
dba Hydro Pressure Systems
dba Graffiti Control Systems

CERTIFICATE HOLDER

County of Los Angeles
Dept of Public Works
PO Box 7508
Alhambra, CA 91802-7508

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
Steven A. Souza

Souza

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RECORD KEEPING

PAYROLL & ACCOUNTING

Graffiti Control Systems, with a staff three times that of its next nearest competitor, has always sought out the most efficient, cost effective and professional services, products and methodologies in conducting its business as we enter our 4th decade of operation. We conducted an exhaustive search in an effort to secure the very best in payroll services. Any one, or any firm can add up time cards. We wanted more.

We engaged ADP, the nation's oldest and largest provider of payroll and business services. From the Auto Pay Program we have engaged which allows us access to their database to input hours, wages, deductions; to the use of Avert, the information based business service to get almost instantaneous reports on employees and prospective hires. All employees are required to punch in and out using the ADP biometric time clock which verifies the user along with their start and end times

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.

CO.	FILE	DEPT.	CLOCK NUMBER	070
SWD	000193	900800	0036345883	1

Earnings Statement

Period Beginning:	10/01/2007
Period Ending:	10/07/2007
Pay Date:	10/12/2007

HYDRO PRESSURE SYSTEMS
GRAFFITI CONTROL SYSTEMS
7260 ATOLL AVENUE
NORTH HOLLYWOOD, CA 91605

Taxable Marital Status: Single
Exemptions/Allowances:
Federal: 1
CA: 1

Social Security Number: XXX-XX-8188

Earnings	rate	hours	this period	year to date
Regular	11.8400	40.00	473.60	17,761.28
Overtime				135.00
Bonus				200.00
Gross Pay			**$473.60**	18,096.28

Deductions	Statutory		
	Federal Income Tax	-46.41	1,876.21
	Social Security Tax	-29.36	1,121.97
	Medicare Tax	-6.87	262.40
	CA State Income Tax	-7.26	272.85
	CA SUI/SDI Tax	-2.84	108.58
	Other		
	Gas		-260.00
	Adjustment		
	Gas	+20.00	
	Net Pay	**$400.86**	

Your federal taxable wages this period are $473.60

© 2000 ADP, Inc.

HOURS Reg	O/T	Hours 3&4	EARNINGS Reg	O/T	Earnings 3&4	Earnings 5	GROSS	STATUTORY DEDUCTIONS Federal	State/Local	VOLUNTARY DEDUCTIONS	NET PAY ☑
40.00			473.60				473.60	46.41 FIT 29.36 SS 6.87 MED	7.26 CA 2.84 CA SUI/DI	20.00- S GAS	Check# 36345883 ☐ 400.86
40.00	8.00		450.00	135.00			585.00	63.12 FIT 36.27 SS 8.49 MED	12.58 CA 3.51 CA SUI/DI		Check# 36345884 ☐ 461.03
35.00			332.50				332.50	15.44 FIT 20.61 SS 4.82 MED	.56 CA 1.99 CA SUI/DI		Check# 36345885 ☐ 289.08
40.00			440.00				440.00	2.46 FIT 27.28 SS 6.38 MED	2.64 CA SUI/DI		Check# 36345886 ☐ 401.24
36.00			426.24				426.24	39.31 FIT 26.43 SS 6.18 MED	5.36 CA 2.56 CA SUI/DI		Check# 36345887 ☐ 346.40
35.00			376.25				376.25	22.24 FIT 23.33 SS 5.46 MED	3.67 CA 2.26 CA SUI/DI	319.29 X CHK	Voucher# 410023 ☐ .00
36.00			426.24				426.24	1.09 FIT 26.43 SS 6.18 MED	2.55 CA SUI/DI		Check# 36345888 ☐ 389.99
36.00			426.24				426.24	1.09 FIT 26.43 SS 6.18 MED	2.56 CA SUI/DI		Check# 36345889 ☐ 389.98
298.00 REG 8.00 O/T .00 HOURS 3 .00 HOURS 4			3,351.07 REG .00 EARNINGS 3 .00 EARNINGS 5		135.00 O/T .00 EARNINGS 4 3,486.07 GROSS			191.16 FIT 216.14 SS 50.56 MED 29.43 STATE 20.91 SUI/DI		299.29 TOTAL DEDUCTIONS	8 Pays ☐ 2,678.58

\LYSIS: 29.43 25 CA
20.91 25 CA SUI/DI

FORMS LISTS

All PW and LW Forms are included in the following pages.

FORM PW-1

VERIFICATION OF PROPOSAL

DATE: 1/9 , 2009 — **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: ZERO TOLERANCE GRAFFITI ABATEMENT

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: GRAFFITI CONTROL SYSTEMS — Telephone No.: (800) 794-7384

Address: 7260 ATOLL AVE, NORTH HOLLYWOOD, CA 91605 — Fax No.: (818) 764-2516

e-mail: — County WebVen No.: 65696501 — IRS No.: 95-4643637 — Business License No.: LR490196-96

7. Proposer's fictitious business name(s) or dba(s) (if any): WOODS MAINTENANCE SERVICES ; HYDRO PRESSURE SYSTEMS

County(s) of Registration: LOS ANGELES — State: CA — Year(s) became DBA: 1997 | 1975

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 AVE., NH CA 91605	
	State of incorporation: CA	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) 503-8240	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): _____ Year of name change: _____.
Name(s): _____ 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 and all representation contained in this proposal on my personal knowledge;
OR
☐ (b) I am making these representations all representation contained in this proposal based on information and belief that they are true.

I declare under penalty of perjury under the laws of California that is true and correct.

Signature of Proposer or Authorized Agent: Barry K Woods — Date: 1/9/09

Type name and title: BARRY K. WOODS - PRESIDENT

FORM PW-2.4

SCHEDULE OF PRICES

FOR

ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES – ZONE 5B (2008-PA058)

The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFP. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

DESCRIPTION	PRICE PER MONTH	ANNUAL PRICE (PRICE PER MONTH X 12)
Zero-Tolerance Graffiti Abatement Services – Zone 5B	$7,250*	$87,000*

* PER LW-8-BS.

LEGAL NAME OF PROPOSER: GRAFFITI CONTROL SYSTEMS		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL: Barry K Woods		
TITLE OF AUTHORIZED PERSON: PRESIDENT		
DATE: 1/9/09	STATE CONTRACTOR'S LICENSE NUMBER: 741322	LICENSE TYPE: C33, C61 D38
PROPOSER'S ADDRESS: 7260 ATOLL AVENUE NORTH HOLLYWOOD, CA 91605		
PHONE: (818) 503-8240	FACSIMILE: (818) 764-2516	E-MAIL:

FORM PW-2.4

SCHEDULE OF PRICES

FOR

ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES – ZONE 5B (2008-PA058)

The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFP. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

DESCRIPTION	PRICE PER MONTH	ANNUAL PRICE (PRICE PER MONTH X 12)
Zero-Tolerance Graffiti Abatement Services – Zone 5B	$7,250.00	$87,000.00

LEGAL NAME OF PROPOSER: GRAFFITI CONTROL SYSTEMS		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL: Barry K Woods		
TITLE OF AUTHORIZED PERSON: PRESIDENT		
DATE: 5/7/09	STATE CONTRACTOR'S LICENSE NUMBER: 741322	LICENSE TYPE: C33, C61 D38
PROPOSER'S ADDRESS: 7260 ATOLL AVENUE NORTH HOLLYWOOD, CA 91605		
PHONE: (818) 503-8240	FACSIMILE: (818) 764-2516	E-MAIL:

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:	GRAFFITI CONTROL SYSTEMS		
Company Address:	7260 ATOLL AVE		
City:	NORTH HOLLYWOOD	State: CA	Zip Code: 91605
Telephone Number:	(818) 503-8240		
(Type of Goods or Services):	GRAFFITI ABATEMENT		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.

Part I: Jury Service Program Is Not Applicable to My Business

☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed $50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed $500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

☐ My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

Part II: Certification of Compliance

☑ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: BARRY K WOODS	Title: PRESIDENT
Signature: Barry K Woods	Date: January 9, 2009

FORM PW-4

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: GRAFFITI ABATEMENT
SERVICE BY PROPOSER GRAFFITI CONTROL SYSTEMS
PROPOSAL DATE: January 9, 2009

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

	2003	2004	2005	2006	2007	Total	Current Year to Date
1. Number of contracts.	58	61	58	61	57	295	57
2. Total dollar amount of Contracts (in thousands of dollars).	3.6 Million	3.9 Million	4.4 Million	4.3 Million	4.1 Million	20.3 Million	5.2 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.

BARRY K. WOODS
Name of Proposer or Authorized Agent (print)

Barry K Woods
Signature

1/9/09
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 GRAFFITI CONTROL SYSTEMS
Name of proposer

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

> **Contracts Prohibited**. A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.
>
> 1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
>
> 2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
>
> 3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
>
> (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
>
> (b) Participated in any way in developing the contract of its service specifications; and
>
> 4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of the Los Angeles County Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed Barry K Woods Date 1/5/09

FORM PW-6

PROPOSER'S REFERENCE LIST

PROPOSED CONTRACT FOR: GRAFFITI ABATEMENT

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names, telephone and fax numbers, and e-mail addresses before listing. Incorrect names, telephone and/or fax numbers, or e-mail addresses will be disregarded. Use additional pages if required.

A. COUNTY OF LOS ANGELES AGENCIES

All contracts with the County during the previous three years must be listed.

SERVICE:	SERVICE DATES:
DEPT/ DISTRICT:	Please see complete
CONTACT:	Reference List
TELEPHONE:	AND Letters in the
FAX:	"Experience" Section
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/ DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

FORM PW-7

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name	GRAFFITI CONTROL SYSTEMS
Address	7260 ATOLL AVENUE, NORTH HOLLYWOOD CA 91605
Internal Revenue Service Employer Identification Number	95-4643637

In accordance with Los Angeles County Code Section 4.32.010, the Proposer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

1.	The proposer has a written policy statement prohibiting any discrimination in all phases of employment.	☑ 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	GRAFFITI CONTROL SYSTEMS
Authorized representative	BARRY K. WOODS
Signature	Barry K Woods
Date	1/9/09

FORM PW-9

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: GRAFFITI CONTROL SYSTEMS (WOODS MAINTENANCE SERVICES)

My County (WebVen) Vendor Number: 05696501

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

☒ As Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission, I request this proposal/bid be considered for the Local SBE Preference.

☒ Attached is a copy of Local SBE certification issued by the County.

II. FIRM/ORGANIZATION INFORMATION:

The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Nonprofit ☐ Franchise

☐ Other (Please Specify):

Total Number of Employees (including owners): 75

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American					1	
Hispanic/Latino			20	3	43	4
Asian or Pacific Islander						
American Indian						
Filipino			1		1	
White	1	1				

III. PERCENTAGE OF OWNERSHIP IN FIRM:

Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	50 %
Women	%	%	%	%	%	50 %

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:

If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. DECLARATION:

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature:	Title:	Date:
Barry K Woods	PRESIDENT	1/9/09

FORM PW-10

GAIN and GROW EMPLOYMENT COMMITMENT

The undersigned:

☐ has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) and General Relief Opportunity for Work (GROW) employment programs.

OR

☑ declares a willingness to consider GAIN and GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and

declares a willingness to provide employed GAIN and GROW participants access to proposer's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

Signature Barry K Woods	Title PRESIDENT
Firm Name GRAFFITI CONTROL SYSTEMS	Date 1/9/09

FORM PW-11

TRANSMITTAL FORM TO REQUEST AN RFP SOLICITATION REQUIREMENTS REVIEW

A Solicitation Requirements Review must be received by the County within 10 business days of issuance of the solicitation document

Proposer Name:	Date of Request:
Project Title: DIA	Project No.

A **Solicitation Requirements Review** is being requested because the Proposer asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- ☐ Application of **Minimum Requirements**
- ☐ Application of **Evaluation Criteria**
- ☐ Application of **Business Requirements**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Proposer must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary.)*

Request submitted by:

(Name) *(Title)*

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released: _____

Reviewed by:

Results of Review - Comments:

Date Response sent to Proposer: _____

FORM PW-12

CHARITABLE CONTRIBUTIONS CERTIFICATION

GRAFFITI CONTROL SYSTEMS

Company Name

7260 ATOLL AVE., 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.	(✓)	( )
OR		
Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.	( )	( )

Barry K Woods

Signature

1/9/09

Date

BARRY K. WOODS - PRESIDENT

Name and Title (please type or print)

FORM PW-13

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

COMPANY NAME: GRAFFITI CONTROL SYSTEMS		
COMPANY ADDRESS: 7260 ATOLL AVE		
CITY: NORTH HOLLYWOOD	STATE: CA	ZIP CODE: 91605

☑ I am not requesting consideration under the County's Transitional Job Opportunities Preference Program.

I hereby certify that I meet all the requirements for this program:

☐ My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for three years *(attach IRS Determination Letter)*;

☐ I have submitted my three most recent annual tax returns with my application;

☐ I have been in operation for at least one year providing transitional job and related supportive services to program participants; and

☐ I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME: BARRY K. WOODS	TITLE: PRESIDENT
SIGNATURE: Barry K Woods	DATE: 1/9/09

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	*APPROVED*	*DISAPPROVED*	*DATE*

FORM PW-14

PROPOSER'S LIST OF TERMINATED CONTRACTS

PROPOSER'S NAME: GRAFFITI CONTROL SYSTEMS

☑ **Proposer has not had any contracts terminated in the past three years.**

Proposer must list all contracts that have been terminated within the past three years. Terminated contracts are those contracts terminated by an agency or firm before the contract's expiration date.

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SIGNATURE Barry K Woods **DATE:** 1/9/09

FORM PW-15

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: GRAFFITI CONTROL SYSTEMS

☑ Proposer and/or principals are **not** currently involved in any pending litigation; are not aware of any threatened litigation were they would be a party; and have not had any judgments placed against them within the last five years as of the date of proposal submission.

Proposer and/or principals of the Proposer must list below (use additional pages if necessary) all pending litigation, threatened litigation, and/or any judgments placed against them within the last five years as of the date of proposal submission.

A. ☐ Pending Litigation ☐ Threatened Litigation ☐ Judgment (check one)

1. Against ☐ Proposer; ☐ Principal; ☐ Both (check as appropriate)
2. Name of Litigation/Judgment: _____
3. Case Number: _____
4. Court of Jurisdiction: _____
5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

_____

_____

_____

_____

_____

B. ☐ Pending Litigation ☐ Threatened Litigation ☐ Judgment (check one)

1. Against ☐ Proposer; ☐ Principal; ☐ Both (check as appropriate)
2. Name of Litigation/Judgment: _____
3. Case Number: _____
4. Court of Jurisdiction: _____
5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

_____

_____

_____

_____

_____

Signature of Proposer: Barry K Woods **Date:** 1/9/09

LOS ANGELES COUNTY CODE

Title 2 ADMINISTRATION

Chapter 2.201 Living Wage Program

2.201.010 Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles.

2.201.20 Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.

B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.

C. "Employer" means:

1. An individual or entity who has a contract with the county:

   a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or

   b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and

   c. Who has received or will receive an aggregate sum of $25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or

2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.

D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief executive officer, but in no event less than 35 hours worked per week.

E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et. Seq. of this code, entitled Contracting with Private Business.

2.201.30 Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable.

*Editor's note: Effective three months after the effective date of the Ordinance approval.

2.201.040 Payment of living wage.

A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be $9.64 per hour with health benefits, or $11.84 per hour without health benefits.

B. To qualify for the living wage rate with health benefits, an employer shall pay at least $2.20 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.

C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section above for future contracts. Any adjustments to the living wage rate specified in subsection A and B that are adopted by the board of supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate.

2.201.050 Other provisions.

A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.

B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

C. Administration. The chief executive officer shall be responsible for the administration of this chapter. The chief executive officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The chief executive officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and on-going administration of this Chapter. Such instructions

may provide for the delegation of functions to other county departments.

D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief executive officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief executive officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.

E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ordinance No. 99-0048 ' 1 (part), 1999.)

2.201.60 Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief executive officer, or to the county auditor/controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ordinance No. 99-0048 ' 1 (part), 1999.)

2.201.70 Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

A. A "retention employee" is an employee of a predecessor employer:

1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;

2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contact; and

3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.

B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.

C. A subsequent employer is not required to hire a retention employee who:

1. Has been convicted of a crime related to the job or his or her job performance; or

2. Fails to meet any other county requirement for employees of a contractor.

D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ordinance No. 99-0048 ' 1 (part), 1999.)

2.201.80 Enforcement and Remedies.

For violation of any of the provisions of this chapter:

A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.

B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief executive officer:

1. Assess liquidated damages as provided in the contract; and/or

2. Recommend to the board of supervisors the termination of the contract; and/or

3. Recommend to the board of supervisors that an Employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code.

2.201.090 Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.

B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.

D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:

1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and

2. Has 20 or fewer employees during the contract period, including full time and part time employees; and

3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed $1,000,000.00; or

4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed $2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time

and part time employees, and more than $1,000,000.00 in annual gross revenues or $2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ordinance No. 99-0055 ' 1, 1999: Ordinance No. 99-0048 ' 1 (part), 1999.)

2.201.100 Severability. If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ordinance No. 99-0048 ' 1 (part), 1999.)

*Editor's note: Ordinance 99-0048, which enacted Chapter 2.201, is effective on July 22, 1999.

FORM LW-2

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION

The contract to be awarded pursuant to the RFP is subject to the County of Los Angeles Living Wage Program (Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors may apply individually for consideration for an exemption from the Program. **To apply, complete and submit this form to Public Works seven days prior to the due date for proposals**. Upon review of the submitted Application for Exemption, Public Works will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the Program.

Company Name: GRAFFITI CONTROL SYSTEMS			
Company Address:			
City: N/A		State:	Zip Code:
Telephone Number:	Facsimile Number:	Email Address:	
Awarding Department:			Contract Term:
Type of Service:			
Contract Dollar Amount:			Contract Number (if any):

I am requesting an exemption from the Program for the following reason(s) (*attach to this form all documentation that supports your claim* and *SUBMIT SEVEN DAYS PRIOR TO THE DEADLINE FOR SUBMISSION OF PROPOSALS TO PUBLIC WORKS OR FAX TO (626) 458-4194*:

- ☐ My business is a nonprofit corporation qualified under Internal Revenue Code Section 501(c)(3) ***(you must attach the IRS Determination Letter).***
- ☐ My business is a Small Business ***(as defined in the Living Wage Ordinance--you must attach your company's two most recent tax year returns and last state payroll tax return)*** which is not an affiliate or subsidiary of a business dominant in its field of operation **AND** during the contract period will have 20 or fewer full- and part-time employees; **AND**
  - ☐ Has less than $1 million in annual gross revenues in the preceding fiscal year including the proposed contract amount; **OR**
  - ☐ Is a technical or professional service that has less than $2.5 million in annual gross revenues in the preceding fiscal year including the proposed contract amount.
- ☐ My business has received an aggregate sum of less than $25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount.

FORM LW-2 - APPLICATION FOR EXEMPTION (continued)

☐ My business is subject to a bona fide Collective Bargaining Agreement ***(you must attach the agreement)***; **AND**

- ☐ the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; **OR**
- ☐ the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business - Collective Bargaining Agreement):

_____

_____

_____

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

Additional Information

The additional information requested below is for information purposes only. It is not required for consideration of this Application for Exemption. The County will not consider or evaluate the information provided below by Contractor, in any way whatsoever, when recommending selection or award of a contract to the Board of Supervisors.

☐ **Either the contractor or the employees' collective bargaining unit have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

Health Plan Company Name(s): _____

Company Insurance Group Number(s): _____

Health Premium Amount Paid by Employer: _____

Health Premium Amount Paid by Employee: _____

Health Benefit(s) Payment Schedule:

☐ Monthly ☐ Quarterly ☐ Bi-Annual

☐ Annually ☐ Other (Specify): _____

☐ **Neither the contractor nor the employees' collective bargaining unit** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

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.

If you are not exempt from the Program, please check the option that best describes your intention to comply with Program.

☑ I do **not** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than **$11.84 per hour** per employee.

☐ I do **have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than $2.20 per hour** per employee. I will pay an hourly wage of not less that **$11.84 per hour** per employee.

☐ I do **have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least $2.20 per hour** per employee. I will pay an hourly wage of not less than **$9.64 per hour** per employee.

Health Plan(s):

Company Insurance Group Number:

Health Benefit(s) Payment Schedule:

☐ Monthly ☐ Quarterly ☐ Bi-Annual

☐ Annually ☐ Other: _____ (Specify)

PLEASE PRINT COMPANY NAME: GRAFFITI CONTROL SYSTEMS	
I declare under penalty of perjury under the laws of the State of California that the above information is true and correct:	
SIGNATURE: Barry K Woods	DATE: 1/9/09
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.

Barry K Woods
Owner's/Agent's Authorized Signature

BARRY K. WOODS - PRESIDENT
Print Name and Title

GRAFFITI CONTROL SYSTEMS
Print Name of Firm

1/9/09
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: GRAFFITI CONTROL SYSTEMS	Print Name of Owner:
Print Address of Firm:	Owner's/AGENT's Authorized Signature:
City, State, Zip Code	Print Name and Title:

Public Entity Name	
Public Entity Address:	**Street Address:**
	City, State, Zip:
Case Number/Date Claim Opened:	**Case Number:** NONE
	Date Claim Opened:
Name and Address of Claimant:	**Name:**
	Street Address:
	City, State, Zip:
Description of Work: (e.g., Janitorial)	
Description of Allegation and/or Violation:	
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	

☐ Additional Pages are attached for a total of _____ pages.

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: GRAFFITI CONTROL SYSTEMS

Name of Proposer's Health Plan: * NONE * Date: 1/9/09

(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 ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES, ZONE 5B, VAL VERDE
PROPOSER: GRAFFITI CONTROL SYSTEMS

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				
Graffiti Abatement Technician		8	8	8	8	8		40	2080	$11.84	$24,627
Supervisor/Project Manager		1		1	1	1		4	208	$15.00	$3,120
Quality Control Inspector		1	1	1		1		4	208	$16.00	$3,328
Office Staff-Data Input		1		1	1	1		4	208	$16.00	$3,328
										Total Annual Salaries	**$34,403**

Comments/Notes:		
	(1) Vacations, Sick Leave, Holiday	$1,300
	(2) Health Insurance***	-
	(3) Payroll Taxes & Workers' Compensation	$11,500
	(4) Welfare & Pension	-
	Total Annual Employee Benefits (1+2+3+4)	**$12,800**
	(5) Equipment Costs	$8,000
	(6) Service and Supply Costs	$16,000
	(7) General and Administrative Costs	$3,500
	(8) Profit	$12,297
	Total Annual Other Costs (5+6+7+8)	**$39,797**
	TOTAL ANNUAL PRICE	**$87,000**

* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.
** Living Wage rate shall be at least $11.84 per hour.
*** Minimum cost for health insurance is $2.20/hour, if hourly wage is between $9.64 and $11.84, unless exemption from Living Wage requirements has been granted by the County.

This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly and annually by classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare and pension. Proposer's costs for insurance, supplies, equipment, overhead and other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, should total to the Proposer's annual price as quoted in Form PW-2, Schedule of Prices. The above information was compiled from records that are available to me at this time, and I declare under penalty of perjury that the information is true and accurate within the requirements of the proposal.

Barry K. Woods

Signature

January 26, 2009

FORM LW-9

WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS

INSTRUCTIONS

The contractor selected through this RFP process will be required to comply with State and Federal labor regulations and record keeping requirements. The objective of this questionnaire is to determine the appropriateness, scope, and suitability of the procedures the Proposer uses and the internal controls in place to ensure compliance with State and Federal labor regulations and record keeping requirements. In order to appropriately evaluate this area (Part I, Section 4.D, Evaluation Criteria), it is critical that the Proposer submit a detailed description of the processes and the steps associated with those processes.

Answer all questions thoroughly and in the same sequence as provided below. If a question is not applicable, indicate with "N/A" and explain why such question is not applicable. Provide additional details to ensure a clear picture of the Proposer's processes and controls. As used in this questionnaire, the term Proposer includes the business entity that will provide the proposed services. Attach an actual sample copy of timesheet, paycheck, and pay stub.

ADDITIONAL PAGES MAY BE ATTACHED OR RESPONSES CAN BE PROVIDED IN A SEPARATE DOCUMENT.

IDENTIFY EACH RESPONSE BY THE CORRESPONDING QUESTION NUMBER.

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
1. TRACKING HOURS WORKED	
1.1. How does the Proposer track employee hours actually worked?	1.1 - TIME SHEETS, TIME CARDS AND BIOMETRIC TIME CLOCK
1.2. Where do the Proposer's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite?	1.2 - JOB DEPENDENT, SOME REPORT DIRECTLY TO JOB SITE, WHILE OTHERS REPORT TO OFFICE ON DAILY BASIS
1.3. If the employees report to a central site with travel to the worksite, when does the Proposer consider the employees' shift to have started? At a central site or upon arrival at the work location?	1.3 - THOSE THAT REPORT TO OFFICE LOCATION BEGIN SHIFT AT THAT TIME

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
2. REPORTING TIME How does the Proposer know employees actually reported to work and at what time? For example, sign-in sheets, computerized check in, call-in system, or some other method?	2. SOME COMBINATION OF THESE METHODS. SOME STAFF CHECK IN VIA PHONE, OTHERS WITH MUNICIPAL PERSONNEL, WHILE OTHERS SIGN IN ON SHIFT LOGS, VERIFIED BY SUPERVISOR.
3. RECORDS OF ACTUAL TIME WORKED 3.1. What records are created to document the beginning and ending times of employee's actual work shifts? 3.2. What records are maintained by the Proposer of actual time worked? 3.3. Are the records maintained daily or at another interval (indicate the interval)? 3.4. Who creates these records (e.g., employee, supervisor, or office staff)? 3.5. Who checks the records, and what are they checking for? 3.6. What happens to these records? 3.7. Are they used as a source document to create Proposer's payroll? 3.8. **ATTACH ACTUAL COPIES OF THESE RECORDS (Please blank out any personal information).**	3.1. TIME SHEETS & TIME CARDS 3.2. TIME SHEETS & TIME CARDS 3.3. DAILY 3.4. JOB DEPENDENT. SOME ARE MAINTAINED BY EMPLOYEE, OTHERS BY SUPERVISOR AND/OR DISPATCHED BY CORPORATE OFFICE, BY OFFICE STAFF 3.5. PAYROLL CLERK VERIFIES RECORDS & RECONCILES WITH JOB SPECS, SUPERVISOR REPORT & STAFF SCHEDULE 3.6. USUALLY MAINTAINED FOR 1 YEAR 3.7. YES 3.8. PLEASE SEE ATTACHMENTS

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
4. OTHER RECORDS USED TO CREATE PAYROLL (IF ANY) 4.1. If records of actual time worked are not used to create payroll, what is the source document that is used? 4.2. Who prepares and who checks the source document? 4.3. Does the employee sign it? 4.4. Who approves the source document, and what do they compare it with prior to approving it?	4.1 NONE 4.2. PAYROLL CLERK CHECKS & VERIFIES ALL PAYROLL DOCS 4.3. YES 4.4. PAYROLL CLERK VERIFIES WITH PROJECT SUPERVISOR & VERIFIES WITH WRITTEN REPORT
5. BREAKS 5.1. How does the Proposer know that employees take mandated breaks and meal breaks (periods)? 5.2. Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred? 5.3. If so, who prepares, reviews, and approves such documentation?	5.1. SELF-ADMINISTERED. MOST STAFF WORK WITH ONLY LIMITED DIRECT, CONSTANT SUPERVISION AND ARE RESPONSIBLE FOR MEAL & REST BREAKS 5.2. NO 5.3 —

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
6. HOW PAYROLL IS PREPARED 6.1. Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid. 6.2. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)? 6.3. If by check, do they receive a single check for straight time and overtime or are separate payments made? 6.4. What information is provided on the check (e.g., deductions for taxes, etc.)? 6.5. **ATTACH A COPY OF A PAY CHECK AND PAY CHECK STUB THAT SHOWS DEDUCTION CATEGORIES (COVER UP OR BLOCK OUT BANK ACCOUNT INFORMATION AND ANY EMPLOYEE INFORMATION).**	6.1. Please see seperate Payroll Record Keeping Report 6.2. Payroll services on weekly basis 6.3. Single instrument 6.4. All legally mandated information - deductions, vacations, reimbursement, credit union, taxes, OT, bonuses, etc.. See attached.

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
7. MANUAL PAYROLL SYSTEM 7.1. If the Proposer uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check. 7.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?	7. N/A
8. AUTOMATED PAYROLL SYSTEM 8.1. If the Proposer uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll. 8.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the automated payroll system calculate total wages paid? 8.3. Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?	8.1. TIME SHEETS ARE VERIFIED AND TOTALED. CORRECT HRS AND PAY RATES ARE ENTERED INTO ADP computer System 8.2. Each contract has a pay rate and shift/ payroll reports delineate hours at each rate 8.3. pre-set calculations

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
9. TRAVEL TIME 9.1. How is travel time during an employee's shift paid? 9.2. At what rate is such travel time paid if the employee has multiple wage rates? 9.3. Discuss how the Proposer calculates the day's wages for each situation described in the following two examples: a. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are paid at a different rate than the County's Living Wage rate. b. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are also paid the County's Living Wage rate.	9.1. If dispatched from office - all travel time is paid at standard rate 9.2. AT A PRE-DETERMINED RATE 9.3 a) does not happen b) all work computed at LIVING WAGE, including travel time
10. OVERTIME 10.1. How does the Proposer calculate overtime wages? 10.2. What if the employee has multiple wage rates?	

DATED: 1/9/09 PROPOSER'S SIGNATURE: Barry K Woods

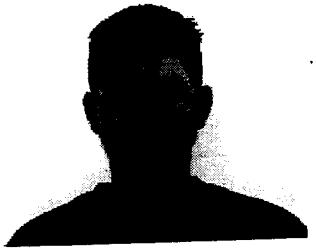
LIVING WAGE ORDINANCE

Woods Maintenance Services, Inc. will abide by the Living Wage Ordinance.

ADDITIONAL INFORMATION

GRAFFITI CONTROL SYSTEMS / HYDRO PRESSURE SYSTEMS

Employee Identification

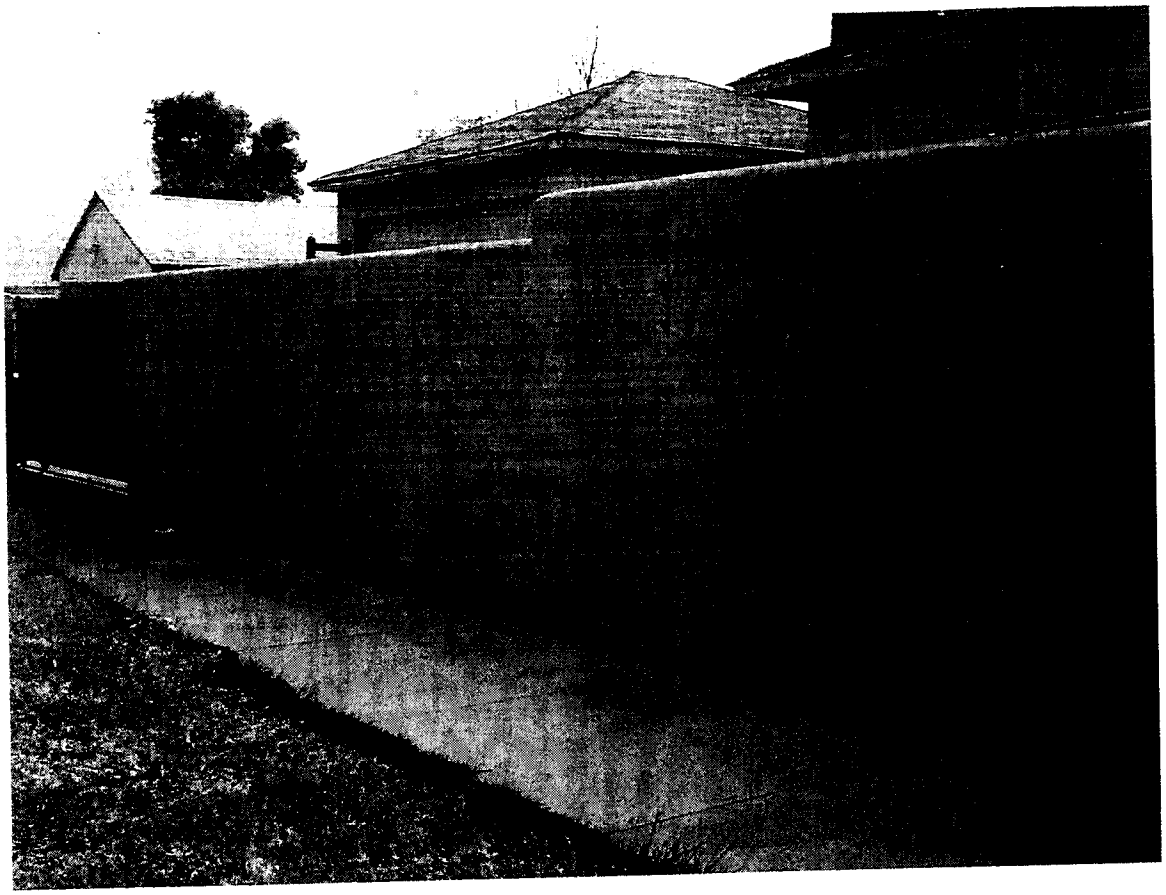


MARIO ACOSTA

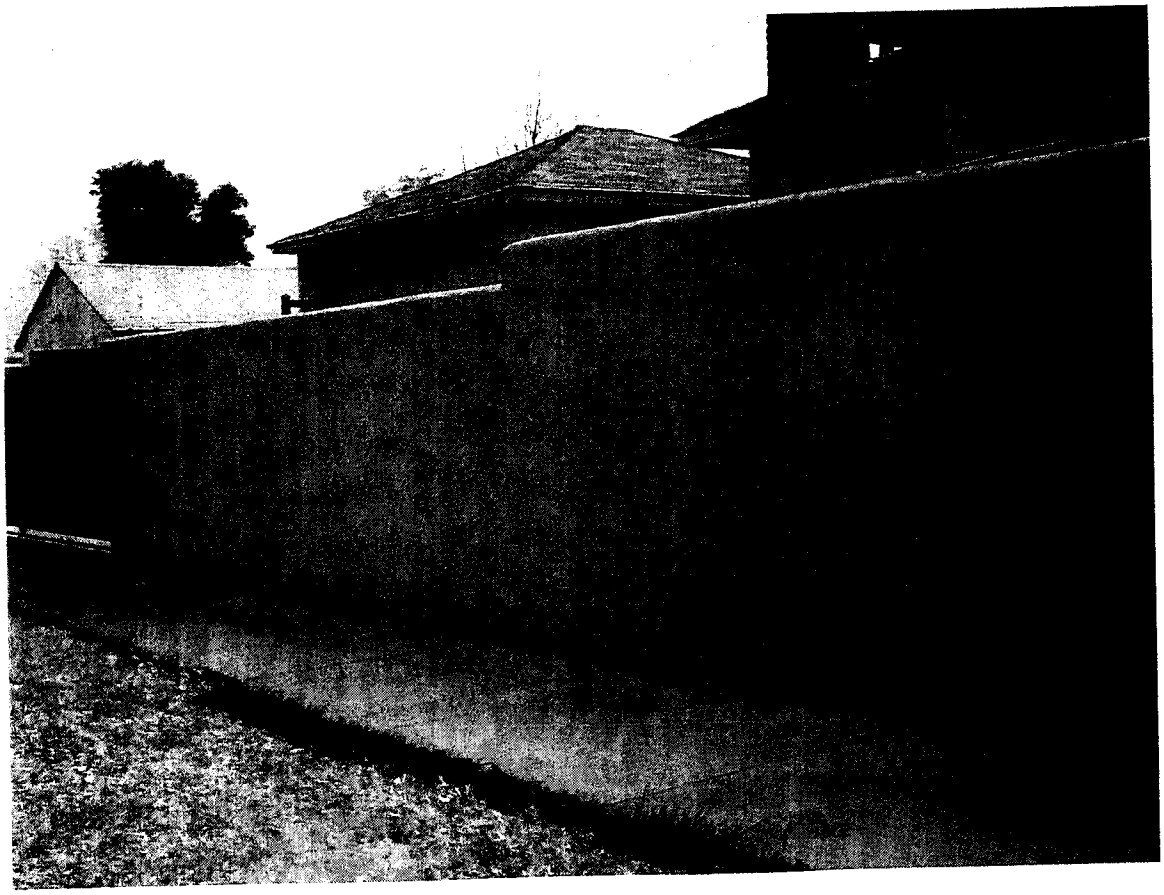
The above individual is a bonafide employee of GCS/HPS and is authorized to abate graffiti and maintain public spaces under municipal contract. Any questions may be directed to:

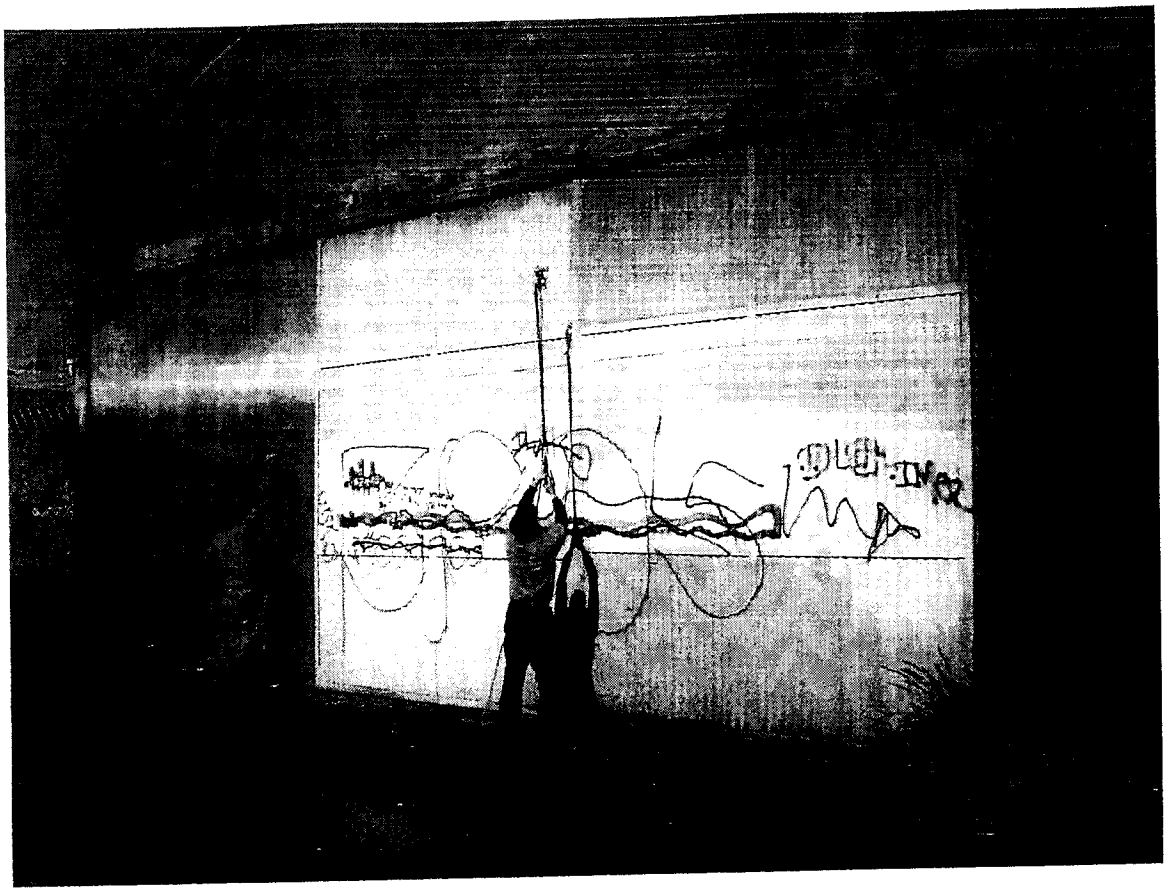
1 (800) 794-7384

Sample Employee Identification



COLOR MATCH





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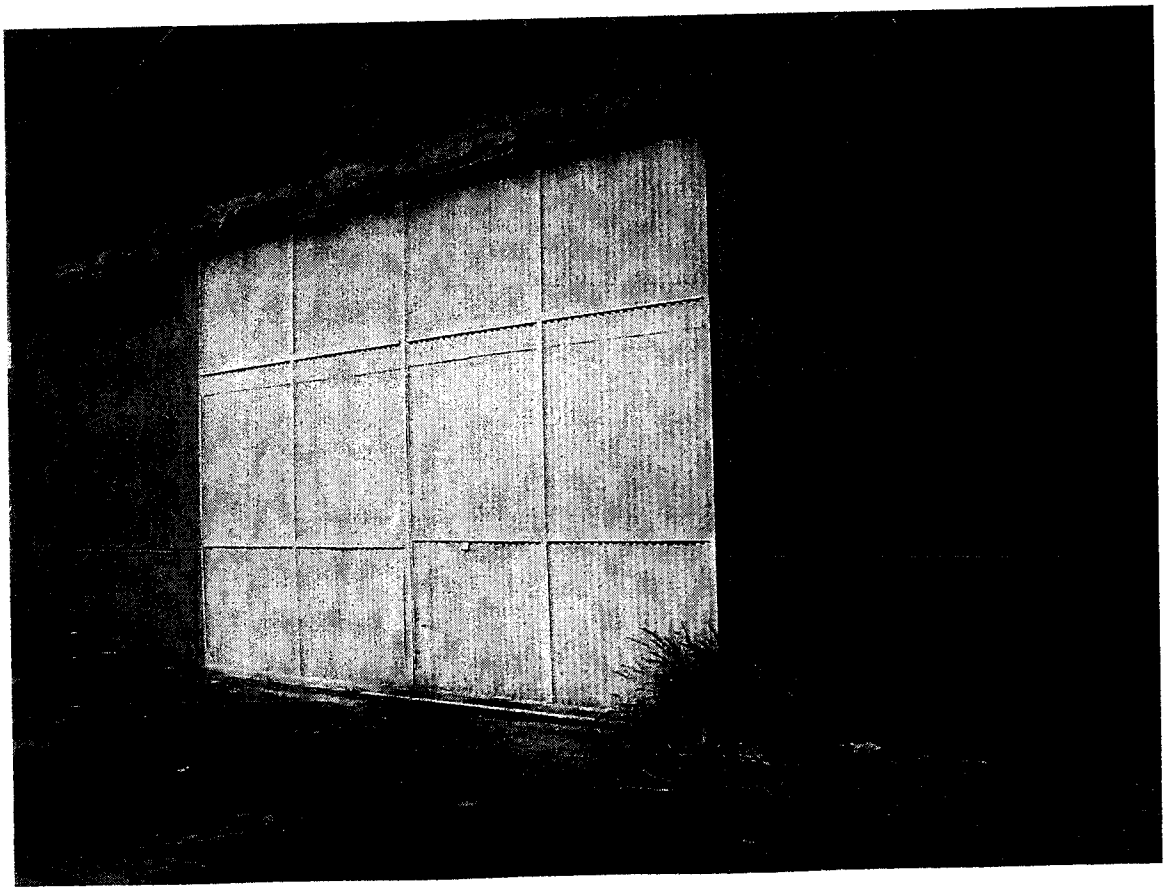

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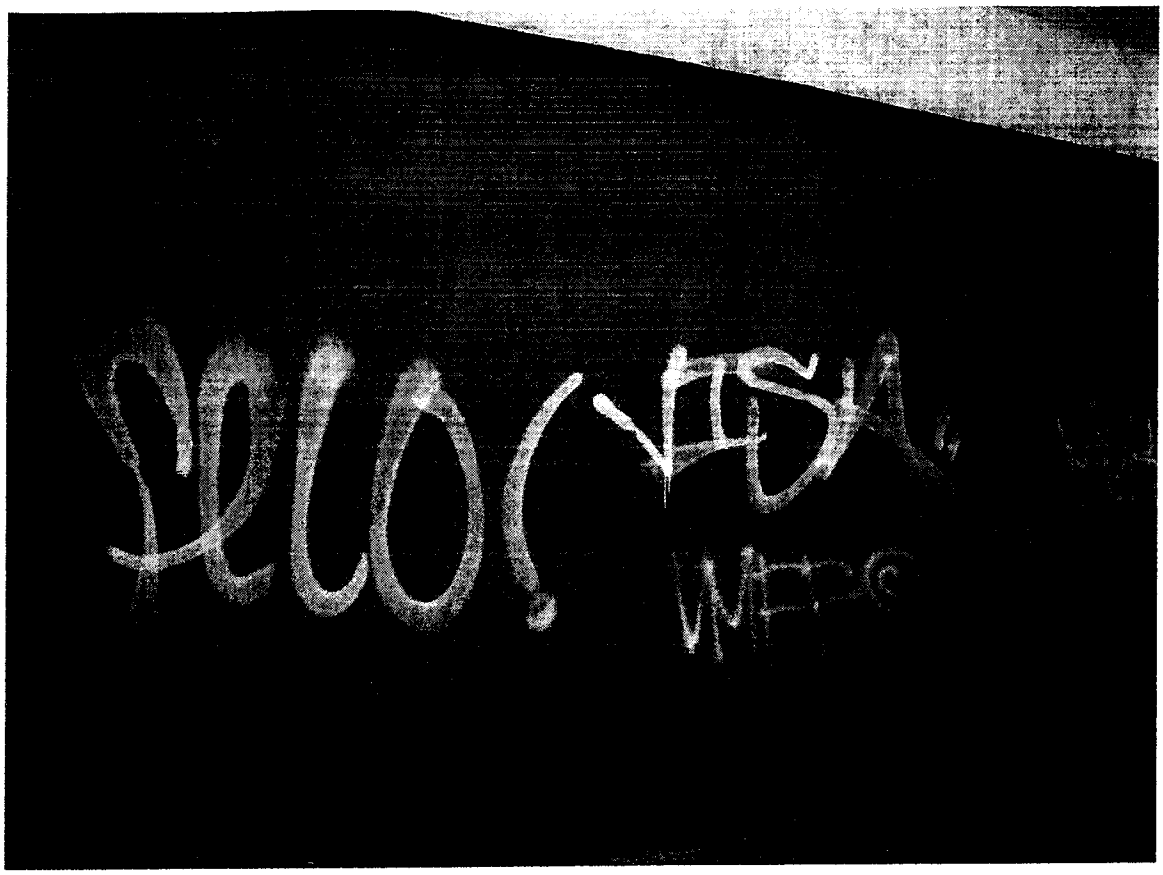
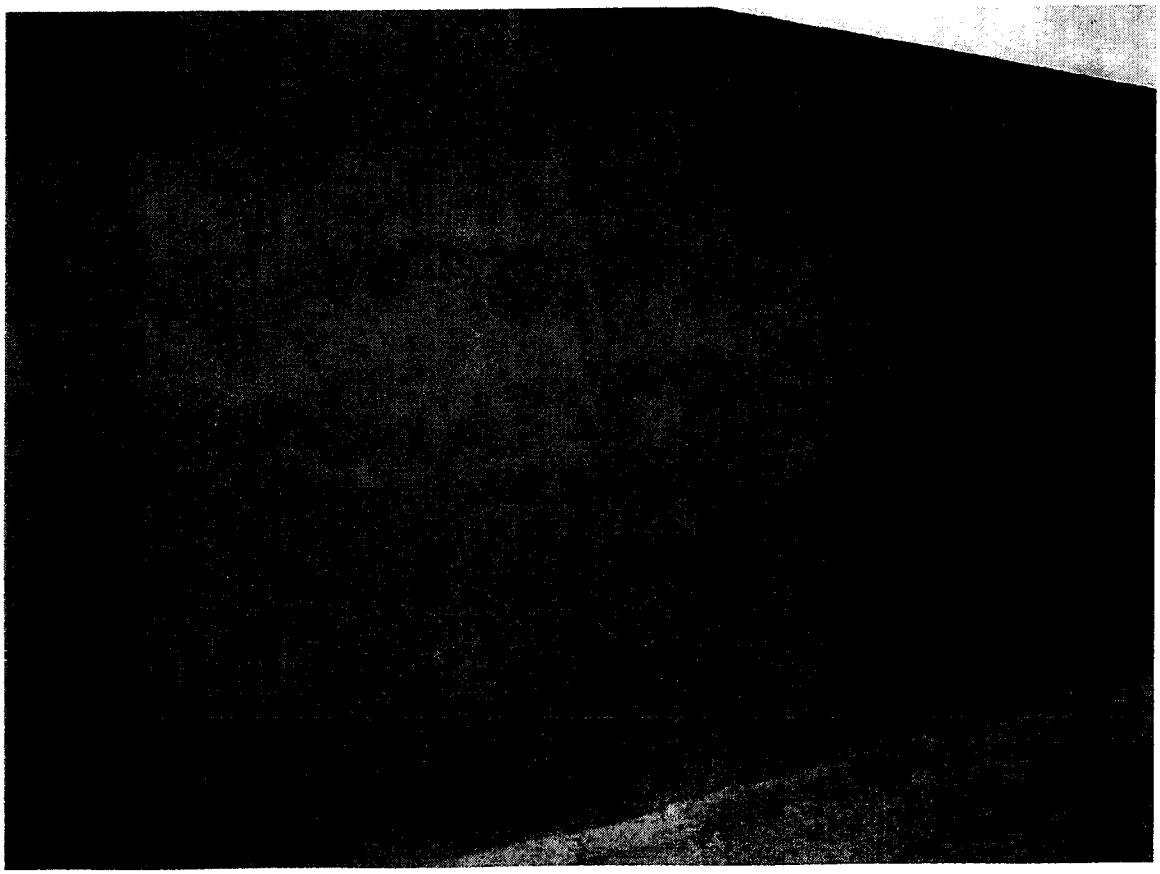


COLOR MATCH



ATTACHMENT A.4

BOARD EXECUTE

Agreement

BY AND BETWEEN

THE COUNTY OF LOS ANGELES,
DEPARTMENT OF PUBLIC WORKS

AND

SUPERIOR PROPERTY SERVICES, INC.

FOR

ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES
ZONE 5C – CHARTER OAK/LA VERNE/SAN DIMAS

77022

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AGREEMENT FOR

ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES ZONE 5C
CHARTER OAK/LA VERNE/SAN DIMAS

THIS AGREEMENT, made and entered into this 16th day of June, 2009, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and Superior Property Services, Inc., a Corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on January 28, 2009, hereby agrees to provide services as described in this Contract for Zero-Tolerance Graffiti Abatement Services Zone 5C – Charter Oak/La Verne/San Dimas.

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, Area Maps; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

77022

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, 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 $68,688, 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, 2009, or Board approval whichever occurs last. At the sole discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of five years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term.

FIFTH: The CONTRACTOR shall bill monthly in arrears, for the work performed during the preceding month. Work performed shall be billed at the monthly unit price quoted in Form PW-2, Schedule of Prices.

SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

SEVENTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

TENTH: No cost-of-living adjustments shall be granted for the optional renewal periods.

ELEVENTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT, including, but not limited to, Exhibits A through E, inclusive, the COUNTY'S provisions shall control and be binding.

TWELFTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

THIRTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chairman 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 _____
Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

ROBERT E. KALUNIAN
Acting County Counsel

By _____
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

43 JUN 16 2009

SACHI A. HAMAI
EXECUTIVE OFFICER

SUPERIOR PROPERTY SERVICES, INC.

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

77022

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CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On May 18th 2009 before me, Guilherme Della Giustina, Notary Public,
(Here insert name and title of the officer)

personally appeared Lawrence Eugene DeCrona,

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Guilherme Della Giustina
Signature of Notary Public

(Notary Seal)

GUILHERME DELLA GIUSTINA
COMM. #1771598
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires Oct. 4, 2011

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

_____
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____ Document Date_____

_____
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

  _____
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

SCOPE OF WORK

ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES ZONE 5C –

CHARTER OAK/LAVERNE/SAN DIMAS

A. Public Works Program Manager

Public Works Program Manager (a.k.a., Graffiti Abatement Program Manager) Ms. Ari Telias of Operational Services Division, who may be contacted at (626) 458-4062, e-mail address: atelias@dpw.lacounty.gov, Monday through Thursday, 7:15 a.m. to 6 p.m. The Program Manager or designee is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change the Program Manager. The Contractor will be notified in writing when there is a change in the Program Manager.

B. Work Locations

Work locations are detailed in Exhibit E.

- Exhibit E.5 is a map of Zero-Tolerance Zone 5C.

C. Background

The work to be performed under this Contract consists of removing graffiti and painting on various surfaces to cover graffiti and do paint-out projects to beautify surfaces damaged by graffiti vandalism. Public Works' Graffiti Abatement Program is designed to remove graffiti as quickly and as often as necessary to keep the areas free from graffiti.

A prompt cleanup is considered preventive from the standpoint that if the marks do not remain for long periods, vandals' satisfaction from seeing their marks and having others see them is limited. The potential for notoriety and recognition, a key motivator for graffiti vandals, is directly impacted when the graffiti is quickly removed.

D. Work Description – General Statement

The primary objective of this contract is to remove all graffiti in the zero-tolerance zone, patrol, do paint-out projects, and keep the area graffiti free. Contractor shall remove graffiti from all surfaces in the specified zone from private residential, commercial, industrial, and public property. The County goal is to have no graffiti within the established zone. The Contractor shall fulfill requests for removal and remove all graffiti seen in the immediate area. The Contractor shall patrol the assigned zero tolerance zone to seek, find, and remove graffiti and do paint-outs. However, the Program Manager or designee has the authority

to dictate special requests, including, but not limited to, removal of murals when authorized.

E. Minimum Crew

Contractor shall provide a minimum number of crews. Crew is defined as consisting of at least one full time (40 hours/week) person in a fully equipped vehicle designated to carry out the duties detailed in this Graffiti Removal Contract.

The Contractor shall provide a minimum number of crews as follows:

- Zone 5C - a minimum of 1 crew

These crew(s) shall be dedicated solely to the zone on the days of operation as specified in subparagraph J.1. However, if pressure washing is required, an additional crew is mandatory as to not impact the operation of the other crews. The Contractor is responsible to make sure that a full complement of crews are working and shall replace a crew immediately if any crew cannot be deployed to work on any given day. The Contractor shall make crews available for priority assignments requested by the Program Manager.

The Contractor shall establish and implement daily routes for crews and provide a schedule of such routes to inform the Program Manager of the expected locations and work schedule of the crews. The schedule shall conform with the Work Plan set forth in the Contractor's proposal for this Contract, the Contractor's Staffing Plan and Cost methodology Form (LW-8) submitted for this Contract, and subparagraph J.1 of this Exhibit. This routine schedule will be used as a reference to account for all hours the Contractor's staff work under this Contract. This schedule will be approved by the Program Manager and any changes in this schedule must have approval from the Program Manager.

F. Hours and Days of Operation

Any operation generating loud, harsh, or unusual noise shall be restricted to the hours of 7 a.m. to 6 p.m. The days of operation shall be as indicated in subparagraph J.1. Notwithstanding specifications regarding hours of performance, the Contractor shall respond to work requirements promptly and flexibly.

G. Telephone Communications

The Contractor shall be available at all times to report and confer with Public Works Program Manager or designee with respect to these graffiti removal services. The Contractor shall provide a bilingual (Spanish/English) telephone answering service and fax within the County, 8 a.m. to 5 p.m., Monday through

Friday, except on legal holidays, to receive instructions, information, complaints, etc., from Public Works.

H. Supervisor Qualifications

The Contractor's on-site supervisor as indicated in Contractor's Work Plan of Action, if any, shall have a thorough knowledge of the needs of the assigned zero-tolerance zone, graffiti removal and paint-out techniques, and the operation of appropriate equipment required to carry out these specifications, terms, conditions, and requirements of the Contract.

I. Vehicle Signage

Vehicle signage will be optional; however, any signage referencing the County of Los Angeles Graffiti Abatement Program shall be in the following form: "County of Los Angeles Graffiti Abatement Program" and the Contractor's name or firm's name, together with Public Works "Hotline Number," in legible letters, not less than two inches in height, on both sides of all trucks/vehicles used in the zero tolerance zone.

J. General Graffiti Removal Services

The Contractor shall:

1. Maintain a zero-tolerance policy, in accordance with the Contractor's Work Plan of Action/Approach. The Contractor shall follow its Work Plan of Action/Approach throughout the entire Contract unless otherwise approved in writing by the Program Manager. In addition, the Contractor shall:

    a. Remove vulgar and threatening graffiti (i.e., profane, obscene, racist, gang 187's, or cross-outs) within 24 hours, seven days a week.

    b. Respond to Public Works Program Manager or designee concerning priority assignments, paint-out projects, and color match corrective painting within 24 hours, seven days a week.

    c. Remove graffiti within 48 hours upon notification, Monday through Friday.

2. Match all paints to existing colors to the satisfaction of the Program Manager or designee. The Contractor shall receive no additional compensation for repainting any area to match the color. Graffiti shall be removed using new or recycled water-based paint. Contractor shall make the best possible match to the existing color.

3. Provide Public Works with work record reports no later than the fifth day of each month with the monthly invoice. The monthly report shall indicate the number and source of crews utilized, hours worked, including copies of timesheet indicating hours worked on this contract. The hours reported should be no less than 40 hours worked per week per employee. This report will also include locations of requests for removal (address and whether it was private property or in-road right of way) and square footage painted over or pressure washed. The Program Manager or designee may originate graffiti removal work requests (via fax) and shall receive all completion reports from the Contractor through both the Graffiti Abatement Referral System, faxes, and in an electronic version (excel). These reports will then be routed to the Program Manager who may perform quality control inspections. Mail completed work reports to:

   County of Los Angeles, Department of Public Works
   Operational Services Division
   Graffiti Abatement Section
   Attention Ms. Ari Telias
   900 South Fremont Avenue
   Alhambra, CA 91803-1331

4. Perform all work necessary to complete this contract in a satisfactory manner and shall provide all personnel, supervision, vehicles, appropriate tools, supplies, materials, equipment, transportation, and other incidentals necessary to perform work.

5. Remove graffiti from all types of surfaces including, but not limited to, wood, metal, stucco, brick, concrete, cinder blocks, sidewalks, smooth concrete, very rough grouted rip rap, and various pavement surfaces, etc., using appropriate methods of covering or removing graffiti for the particular surface and conditions, including, but not limited to, water blasting, sand blasting, painting over (both with rollers and spray guns), and utilizing county approved solvents (see subparagraph J.9).

6. Remove graffiti, paint-out, or murals (murals shall only be removed with authorization from the Program Manager – see paragraph AA. Murals) with water-based and/or water-based recycled paint (graffiti paint). The color of the paint shall match the color of the surface to which it is applied. In areas where repainting is required in order to match the existing paint, Contractor shall paint over with the right color to match at no additional cost to the County. The paint may be applied either mechanically or manually in a neat and even manner such that it completely covers or eradicates any graffiti present and does not leave splatter marks on the ground. Use drop cloths on all work assignments to protect sidewalks, vegetation, vehicles, etc., from paint spillage.

7. Furnish all the necessary and appropriate graffiti removing products and equipment including, but not limited to, brushes, rollers, spray guns, ladders, cloths, paint, paint thinner, County-approved graffiti-removing solutions, drop cloths, brooms, dustpans, plastic bags (for debris disposal), etc.

8. Use appropriate methods of covering or removing graffiti for the particular surface and conditions, such as, but not limited to, water blasting (on sidewalks), painting over on block walls that are painted, water blasting on block walls that are not painted, and chemical solvents (on the backside of signage). Any chemical solvents utilized to remove graffiti shall have a Material Safety Data Sheet available for Public Works' review.

9. Remove graffiti found on signs in zero-tolerance zones. Signs should be removed with any of the following County approved solvents:

   a. OFF-B Off-B, graffiti remover - liquid form

   b. 3M™ Citrus Base Industrial Cleaner

   c. State Chemical Graffiti Wipes

10. Train its personnel in proper graffiti removal techniques and provide corrective instruction to its personnel, if they are removing graffiti improperly. Additionally, Contractor will stay informed of new techniques of graffiti removal products and equipment.

11. Not allow any debris from its operations under this Contract, especially from the water/sand blasting operations, to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System Permit.

12. Use appropriate Best Management Practices, including, but not limited to, drop cloths on all work sites to protect sidewalks, vegetation, etc., from paint spillage or overspray.

13. Obtain and retain the written consent of the owner or the owner's authorized agent of privately-owned property before commencing work.

14. Place special emphasis on the assistance to Public Works with special requests (i.e., removal of graffiti before parades, special events, etc.).

Public Works reserves the right to change any aspect of the reporting system or the Contractor reporting system. Such change could be due to improvements in our computer applications capabilities or for any other reason.

K. Contractor Supervision and Staffing Requirements

1. Contractor's daytime supervisor shall have a thorough knowledge of each zero-tolerance zone under their purview and shall speak and understand English.

2. In the event a crew could not be deployed, the Contractor shall immediately replace that crew to make sure that coverage is maintained.

3. Contractor shall maintain a well-trained reserve force to cover the work in the event of an emergency or to provide coverage if any crew could not be deployed on any given day.

4. The Contractor's supervisor shall provide a 24-hour emergency contact number.

5. All painters shall receive a minimum of one 8-hour workday training at the zero-tolerance zone assigned to them at the Contractor's expense and in accordance with the County's Living Wage Ordinance prior to providing billable services to the County.

6. Only employees employed by the Contractor shall be allowed to provide services under this Contract. Any use of subcontractors shall be deemed a material breach of contract unless expressly authorized in writing by the Program Manager.

L. Graffiti Removal Services - County Property

For graffiti removal from County owned property, the Contractor shall adhere to the following additional specifications:

1. Water-based and/or recycled paint shall be used.

2. Concrete Block Walls/Concrete Walls: All graffiti shall be removed by either a water blasting machine with soda compound or painted over with water-based paint. If using paint, it shall be feathered to blend well with the surrounding wall. The paint-over color shall match the wall color. Overspray on non-County owned or private property shall not be allowed.

3. Sidewalk Surfaces: Removal of graffiti from concrete sidewalks shall be done by using a water blasting machine with soda compound. Painting over shall not be permitted. The sidewalks shall be clean of all graffiti and graffiti residue (sand). The sidewalks shall be blocked off as needed to maintain the public safety.

4. Curb Facing: Remove all graffiti paint from curb surfaces. The Contractor shall use the standard paint colors (red, blue, yellow, green, and white)

depending on the original curb color and/or parking restrictions, as approved by Public Works. Nonpainted curbs shall be painted using concrete color paint or cleaned with water blasting machines.

5. Chain Link Fencing: All graffiti on pipes and fencing shall be painted over using a galvanized color to match the fencing fabric and pipe color. The paint-over color shall be feathered into the fabric and along the pipes.

6. Pedestrian bridges/underpasses: The Contractor shall be responsible for removing graffiti found on all pedestrian bridges and underpasses in the zero-tolerance zone. Interior walls may be carefully sprayed but bridge floor shall be pressure washed if not previously painted. Please notify Public Works to prepare work area, to make it free of debris prior to removing graffiti off of these footbridges. Pedestrian bridges will have a 72-hour turnaround time upon Public Works completion of initial clean up. The Contractor shall schedule removal around hours that school is in session. Where there is a risk of overspray harming personal property or difficulties in reaching the area with equipment, utilizing rollers to apply paint to cover graffiti or paint-out is required. Contractor will place traffic cones and/or other appropriate traffic control equipment to divert pedestrians and cyclists.

7. Rock Walls: All graffiti shall be removed using only a water blasting machine with soda compound. All paint shall be removed from rock face and mortar joints to match all other rock facing. No painting over shall be used unless the wall was previously painted. The Contractor shall color match the paint to the previous color using water-based paint.

8. Concrete Light Poles: Graffiti shall be removed from concrete light poles using a water blasting machine with a soda compound only. No paint shall be used. All paint shall be removed from the pole. All paper or sticker signs and "slap tags" shall be removed.

9. Wooden Light Poles: All graffiti shall be painted over using a water-based paint to match the wood color. All paper or sticker signs and "slap tags" shall be removed.

10. Bus Stops: All graffiti shall be removed using a County approved solvents (see subparagraph J.9) on the plastic sides and sitting areas. The surfaces shall be washed.

11. Trees: Contractor must be responsible for removing graffiti reported or found on trees. Contractor shall paint over graffiti found on trees with a non-phytotoxic paint that is as diluted in water as possible. Paint to paint walls must never be used at all, as it might eventually kill the tree by

suffocating its trunk and not letting the tree breath through its bark. Trees, vegetation, and green areas must be protected by the Contractor.

12. Wooden Fencing: All graffiti shall be painted over on wooden fencing using a water-based paint to match the color of fencing. The Contractor shall feather paint to match the surrounding parts of the fencing. In the event that wood fencing is weathered and Contractor is unable to color-match, Contractor shall pressure-wash clean the fencing.

13. Brick Walls: All graffiti shall be removed using a water blasting machine. Painting over shall not be done on a brick faced wall, unless the brick wall has been previously painted. The Contractor shall color-match the paint to previous color using water-based paint.

14. Metal Fencing (sheets): All graffiti shall be painted over on metal fencing. The paint-over color shall match the surrounding part of the fence.

15. Asphalt Concrete: All graffiti on asphalt concrete shall be covered with asphalt paint. No pressure washing will be utilized.

16. Glass Windows: All graffiti on glass windows shall be removed by using a County approved graffiti removal spray on these transparent surfaces. Windows will be left clean.

17. Metal Light or Traffic Poles: All graffiti shall be removed by appropriate means, and if paint is used, it shall match existing color.

M. Rights of Way

The Contractor shall conduct all of its activities and operations within the confines of the facility rights of way in which graffiti is to be removed. The Contractor shall not allow its employees to use private property for eating, coffee breaks, or any other reason; or use water, or electricity from such property without written permission from the owner. If, for any reason, the Contractor elects to encroach upon others' lands, Contractor shall first obtain written permission from the owner and provide evidence of such permission in writing to the Program Manager prior to entering upon such lands. In performing any work or doing any activity on lands outside of public rights of way, the Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations.
The Contractor shall indemnify and hold Public Works harmless from all claims for damages occasioned by such work activity, whether done in compliance with this Section and with permission or in violation of this Section without permission.

N. Utilities

Public Works will not provide utilities.

O. Storage Facilities

Public Works will not provide storage facilities for the Contractor.

P. Removal of Debris

All debris derived from these services shall be removed from Public Works property and become the property of the Contractor. The Contractor shall dispose of all debris from these services in a legally established area appropriate for type of debris being disposed. Disposal shall be at the Contractor's expense. The Contractor shall not allow any debris from its operations under this Contract to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System.

The Contractor is advised that due to the nature of this Contract, discarded hazardous waste may be encountered during the performance of this contract. In the event an unknown substance or hazardous material is discovered, the Contractor shall immediately notify the Contract Manager. The Contractor shall NOT attempt to perform any type of hazardous waste remediation not included under the Scope of Work of this Contract, including identifying, containing, cleaning, moving, disposing, etc. The Contractor shall exercise extreme caution in the event unknown waste is encountered.

Q. Special Safety Requirements

1. All Contractor personnel shall be expected to observe all applicable Cal/OSHA and Public Works safety requirements while at the various jobsites. Reflective vests shall be worn at all times. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required. All safety precautions shall be in place before work is to be started. Contractor's graffiti abatement crew shall know the Contractor's standard safety practice.

2. Contractor shall supply all applicable safety equipment including, but not limited to, rotating lights for vehicles used for work under this Contract.

3. Contractor shall supply personnel with all applicable safety equipment, such as glasses, gloves, head gear, skin creams, respirators, etc.

R. Safety Standards

All Contractor's personnel shall be obligated to adhere to the following quality control and safety standards while performing these requested graffiti removal services for the County:

1. All personnel shall wear proper clothing and footwear. No sandals, thongs, etc., shall be allowed.

2. Safety vests shall be worn at all times by those removing graffiti from any bridge, wall, etc. Safety goggles shall be worn by anyone operating water blasting equipment, and only trained personnel shall be allowed to operate it.

3. Use of drugs or alcohol while performing these graffiti removal services is prohibited.

4. Paint brushes, rollers, or frames shall be washed in clean water and any excess paint shall be disposed of properly according to local, State, and Federal laws.

S. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. The Contractor's Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

T. Responsibilities of Public Works

The Director, acting through the Program Manager or other designee, shall approve or disapprove the Contractor's performance under this Contract. Public Works will make regular inspections of the zero-tolerance zone to verify that the requested work has been completed according to these Specifications before payment will be authorized. Payment can and will be withheld if terms and conditions of this Contract are not met by the Contractor.

U. Best Management Practices (BMP)

BMP shall be defined as any program, technology, process, citing criteria, operating method, measure, or device which controls, prevents, removes, or reduces the pollution of stormwater. The Contractor shall obtain and refer to the California Storm Water Best Management Practice Handbooks, Volume 3 Construction BMP Handbook. This publication is available from:

Blue Print Service
1700 Jefferson Street
Oakland, CA 94612
Telephone (510) 287-5485
Fax (510) 444-1262

Internet
BMPLA.org<http://www.BMPLA.org>

The Contractor shall have one readily accessible copy of this publication on the project site at all times.

The Contractor shall implement the following BMPs for the prevention of stormwater pollution in conjunction with all its activities and construction operations:

CONTRACTOR ACTIVITIES

CA 3	Structure Construction and Painting

MATERIAL MANAGEMENT

CA 010	Material Delivery and Storage
CA 011	Material Use
CA 012	Spill Prevention and Control

WASTE MANAGEMENT

CA 020	Solid Waste Management
CA 021	Hazardous Waste Management
CA 024	Sanitary/Septic Waste Management

VEHICLE AND EQUIPMENT MANAGEMENT

CA 030	Vehicle and Equipment Cleaning
CA 031	Vehicle and Equipment Fueling
CA 032	Vehicle and Equipment Maintenance

TRAINING

CA 040	Employee/Subcontractor Training

Additional BMPs may be required as a result of a change in actual field conditions, Contractor's activities, or construction operations. When more than one BMP is listed under each specific BMP category, the Contractor shall select the appropriate and necessary number of BMPs within each category in order to achieve the BMP objective.

The County, as a permittee, is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Agency, and private citizens. The County will assess the Contractor with liquidated damages of $1,000 for each calendar day that the Contractor has not fully implemented the BMPs specified for the project and/or is otherwise in noncompliance with these provisions. In addition, the County will deduct from the final payment due the Contractor, the total amount of any fines levied on the County, plus legal and staff costs, as a result of the Contractor's lack of compliance with these provisions and/or less than complete implementation of the specified BMPs.

V. Protection and Restoration of Existing Improvements

The Contractor shall be responsible for the protection of public and private property and shall exercise due caution to avoid damage to such property. All property damage resulting from the Contractor's operations shall be repaired within three days at the Contractor's expense and to the satisfaction of the Program Manager. All costs to the Contractor for protecting and restoring existing improvements shall be included in the Annual Price.

W. Public Convenience and Safety

The Contractor's operations shall cause no unnecessary public inconvenience. The Contractor shall be responsible for the safety of equipment, material, and personnel under the Contractor's jurisdiction during the work. The County's inspection of the work shall not be considered an approval of the Contractor's safety measures. The Contractor shall be solely responsible for complying with all local, State, and Federal laws and regulations which are applicable to the work.

X. Quality Control

The Contractor shall be responsible for implementing procedures for ensuring that graffiti removal services are provided in strict compliance with this Scope of Work. Contractor shall designate in writing a Quality Control representative and an alternate Quality Control representative who are responsible for implementing, monitoring, controlling, and reporting on the quality of work.

The Contractor's Quality Control representatives will be separate and distinct from Contractor's project manager or general superintendent, and the Contractor's Quality Control procedures establish a separate system for recording, reporting, and resolving quality control issues.

Within ten days of contract award, Contractor shall submit to the County a Contract Quality Control Plan for review and approval by the Program Manager. This plan will include, as a minimum, the names and telephone numbers of Contractor's Quality Control representatives; a description of the roles and responsibilities for quality control; the system for monitoring, reporting on, and resolving quality control issues; and checklists or other documentation in support of Contractor's Quality Control function.

Y. Performance Requirements and Liquidated Damages

1. Public Works will use the Performance Requirements Summary to evaluate the Contractor's performance of this Contract's tasks.

2. Failure to perform Contract work in accordance with the Performance Requirements Summary is considered unacceptable. Public Works may

cite the Contractor and impose liquidated damages immediately in the sums specified and deduct them from the next regularly scheduled payment to the Contractor.

3. Liquidated Damages for noncompliance with the Living Wage Program is indicate in Exhibit B, Section 9.G, Enforcement and Remedies.

PERFORMANCE REQUIREMENTS SUMMARY

REQUIRED SERVICE	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM STANDARD	METHOD OF SURVEILLANCE	MAXIMUM DEDUCTION	DEDUCTION FROM CONTRACT PRICE FOR NOT MEETING STANDARD
INSURANCE CERTIFICATIONS	CERTIFICATIONS SUBMITTED BEFORE IMPLEMENTATION OF CONTRACT AND ON A TIMELY BASIS THERE-AFTER.	0%	100% INSPECTION ON A PERIODIC BASIS.	ALL CONTRACT REMEDIES RESERVED.	ALL CONTRACT REMEDIES RESERVED.
EMPLOYEES WELL ORIENTED TO JOB	EMPLOYEES 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 REQUIREMENTS.
RESPOND TO COMPLAINTS, REQUESTS, AND DISCREPANCIES	RESPOND WITHIN THE TIME FRAME OUTLINED IN THE SPECIFICATIONS.	0%	100% INSPECTION ON A PERIODIC BASIS; COMPLAINTS.	10% OF TOTAL MONTHLY AMOUNT OF CONTRACT COST.	$50 PER COMPLAINT NOT RESPONDED TO WITHIN THE TIME FRAME OUTLINED IN THE SPECIFICATIONS.

REQUIRED SERVICE	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM STANDARD	METHOD OF SURVEILLANCE	MAXIMUM DEDUCTION	DEDUCTION FROM CONTRACT PRICE FOR NOT MEETING STANDARD
REMOVE GRAFFITI	DAILY GRAFFITI REMOVED AND/OR PAINTED OVER WITHIN 24 HOURS, TUESDAY THROUGH FRIDAY. ALL WEEKEND GRAFFITI REMOVED MONDAY. COLOR MATCHED WITHIN 48 HOURS.	0%	100% INSPECTION ON A PERIODIC BASIS; COMPLAINTS.	50% OF TOTAL MONTHLY AMOUNT OF CONTRACT COST.	$5 PER SQUARE FOOT (OR PRORATION THEREOF) FOR GRAFFITI NOT REMOVED WITHIN THE TIME FRAME OUTLINED IN THE SPECIFICATIONS.
REPORTING OF GRAFFITI REMOVED	GRAFFITI REQUESTS FOR REMOVAL CLOSED WITHIN 48 HOURS.	0%	100% INSPECTION BY RANDOM SAMPLING.	50% OF TOTAL MONTHLY AMOUNT OF CONTRACT COST.	$50 PER EACH OCCURRENCE THAT GRAFFITI REMOVAL IS NOT REPORTED WITHIN 72 HOURS.

Z. Contractor Licensing

Contractor shall possess a valid C-33 State Contractor's License throughout the duration of this Contract. Failure to maintain a valid C-33 license may lead to Contract termination.

AA. Murals

Public Works is committed to the preservation of registered murals. Not all murals are intended to be "permanent" artworks. Please refer any request from the public for removal of graffiti or removal of a temporary "memorial" mural to the Program Manager.

Public Works has established the following guidelines when murals have been vandalized: The Contractor shall not, under any condition, repair, remove, "touch up", or "buff out" any registered murals unless advised by Public Works to do so. Public Works will obtain permission from both the artist and the property

owner. When the artist is not available, the decision of the legal owner of the property will prevail.

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SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Ambiguities or Discrepancies

Both parties have either consulted or had the opportunity to consult with counsel regarding the terms of this Contract and are fully cognizant of all terms and conditions. Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, neither party shall be deemed as the drafter of this Contract and the uncertainty, ambiguity, or discrepancy shall not be construed against either party.

B. Definitions

Whenever in the Request for Proposals, Contract, Scope of Work, Specifications, Terms, Requirements, and/or Conditions the following terms are used, the intent and meaning shall be interpreted as follows:

Agreement. The written, signed accord covering the performance of the requested service.

Board. The Board of Supervisors of County of Los Angeles and Ex-Officio Board of Supervisors of the Los Angeles County Flood Control District.

Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The contract includes the Agreement, Exhibit A - Scope of Work (Specifications), Exhibit B - Service Contract General Requirements, Exhibit C - Internal Revenue Service Notice 1015, Exhibit D - Safely Surrendered Baby Law Posters, and other appropriate exhibits and amendments. Included are all supplemental agreements amending or extending the service to be performed, which may be required to supply acceptable services specified herein.

Contractor. The person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity who has entered into an agreement with County to perform or execute the work covered by this Contract.

Contract Work or Work. The entire contemplated work of maintenance and repair to be performed, and services rendered as prescribed in this Contract.

County. Includes County of Los Angeles, County of Los Angeles Department of Public Works, Los Angeles County Road Department, and/or Los Angeles County Engineer.

Day. Calendar day(s) unless otherwise specified.

Direct Employee. Worker employed by Contractor under Contractor's state and federal taxpayer identification.

Director. The Director of Public Works, County of Los Angeles, as used herein, includes the Road Commissioner, County of Los Angeles; County Engineer, County of Los Angeles; Chief Engineer, Los Angeles County Flood Control District; and/or authorized representative(s).

District. Los Angeles County Flood Control District, or Los Angeles County Waterworks Districts, or Los Angeles County Consolidated Sewer Maintenance District.

Employee Leasing. Any agreement to employ any worker, at any tier, that is neither a subcontract nor a direct employee relationship.

Fiscal Year. The 12 month period beginning July 1st and ending the following June 30th.

Maximum Contract Sum. The Maximum Contract Sum is the aggregate total amount of compensation authorized by the Board.

Proposal. The written materials that a Proposer submits in response to a solicitation document (Request for Proposals).

Proposer. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity submitting a Proposal for the work, acting directly or through a duly authorized representative.

Public Works. County of Los Angeles Department of Public Works.

Solicitation. Request for Proposals, Invitation for Bids, Request for Statement of Qualifications, or Request for Quotation.

Specifications. The directions, provisions, and requirements contained herein, as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this Contract.

Subcontract. An agreement by the Contractor to employ a subcontractor at any tier; to employ or agree to employ a subcontractor, at any tier.

Subcontractor. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of the Contractor's performance of this Contract, at any tier, under oral or written agreement.

C. Headings

The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Amendments

1. For any change which affects the scope of work, contract sum, payments, or any term or condition included in this Contract, an amendment shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor.

2. The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by the Board or the Chief Executive Officer. To implement such changes, an amendment or a change order to this Contract shall be prepared by Public Works for execution by Contractor and the Director.

3. County may, at its sole discretion, authorize extensions of time to this Contract's term. Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to this Contract shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor. To the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, Public Works may, at its sole discretion, grant Contractor extensions of time, provided the aggregate of all such extensions during the life of this Contract shall not exceed 120 days.

4. For any change which does not materially affect the scope of work or any other term or condition included under this Contract, a *Change Order* shall be prepared and signed by the County and the Contractor.

B. Assignment and Delegation

1. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

2. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

3. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Contract, which may result in the suspension or termination of this Contract. In the event of such a termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.

C. Authorization Warranty

Contractor represents and warrants that the person(s) executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

D. Budget Reduction

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions.

E. Complaints

Contractor shall develop, maintain, and operate procedures for receiving, investigating, and responding to any complaints by any individual.

1. Within 12 business days after this Contract's effective date, Contractor shall provide County with Contractor's policy for receiving, investigating, and responding to any complaints by any individual.

2. County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.

3. If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five business days for County approval.

4. If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.

5. Contractor shall preliminarily investigate all complaints and notify the Contract Manager of the status of the investigation within five business days of receiving the complaint.

6. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

7. Copies of all written responses shall be sent to the Contract Manager within three business days of mailing to the complainant.

F. Compliance with Applicable Laws

1. Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, or directives, and all provisions required thereby to be included in this Contract are hereby incorporated by reference.

2. Contractor shall defend, indemnify, and hold County harmless from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees arising from or related to any violation on the part of Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

G. Compliance with Civil Rights Laws

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e)(1) through 2000 (e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical disability, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project,

program, or activity supported by this Contract. Contractor shall comply with its EEO Certification (Form PW-7).

H. Confidentiality

1. Contractor shall maintain the confidentiality of all records obtained from County under this Contract in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality.

2. Contractor shall inform all of its officers, employees, agents, and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

I. Conflict of Interest

1. No County employee whose position with County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of the work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.
2. Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract subjecting Contractor to either contract termination for default or debarment proceedings or both. Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

J. Consideration of Hiring County Employees Targeted for Layoffs or Former County Employee on Reemployment List

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall

give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified, former County employees who are on a reemployment list during the life of this Contract.

K. Consideration of Hiring GAIN and GROW Participants

1. Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program and General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN and GROW participants by category to Contractor.

2. In the event that both laid-off County employees and GAIN and GROW participants are available for hiring, County employees shall be given first priority.

L. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Contractor's place of business. County's Child Support Services Department will supply Contractor with the poster to be used.

M. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification (Form PW-12), County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law in order to protect County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination for default or debarment proceedings or both. (Los Angeles County Code Chapter 2.202)

N. Contractor's Warranty of Adherence to County's Child Support Compliance Program

1. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

2. As required by County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with the employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

O. County's Quality Assurance Plan

County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all this Contract's terms and conditions and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy, if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may suspend or terminate this Contract for default or impose other penalties as specified in this Contract.

P. Damage to County Facilities, Buildings, or Grounds

1. Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor.

2. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the occurrence. If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment

upon demand. County may deduct from any payment otherwise due Contractor for costs incurred by County to make such repairs.

Q. Employment Eligibility Verification

1. Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all of its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

2. Contractor shall indemnify, defend, and hold harmless, County, its Board, agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

R. Facsimile Representations

At the discretion of County, County may agree to regard facsimile representations of original signatures of Contractor's authorized officers, when appearing in appropriate places on the change notices and amendments prepared pursuant to this Exhibit's Amendments, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to change notices and amendments to this Contract, such that the Contractor need not follow up facsimile transmissions of such documents with subsequent (nonfacsimile) transmission of "original" versions of such documents.

S. Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless County and its Board, agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

T. Governing Laws, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with the laws of the State of California. To the maximum extent permitted by applicable law, Contractor and County agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes concerning this Contract and further agree and consent that venue of any action brought in connection with or arising out of this Contract, shall be exclusively in the County of Los Angeles.

U. Nondiscrimination and Affirmative Action

1. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations.

2. Contractor shall certify to, and comply with, the provisions of Contractor's EEO Certification (Form PW-7).

3. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.

4. Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

5. Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

6. Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this paragraph when so requested by County.

7. If County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract. While County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State antidiscrimination laws or regulations shall constitute a finding by County that Contractor has violated the antidiscrimination provisions of this Contract.

8. The parties agree that in the event Contractor violates any of the antidiscrimination provisions of this Contract, County shall, at its sole option, be entitled to a sum of $500 for each violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

V. Nonexclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict County from acquiring similar, equal, or like goods and/or services from other entities or sources.

W. No Payment for Services Provided Following Expiration/Suspension/Termination of Contract

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration, suspension, or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/suspension/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration/suspension/termination of this Contract.

X. Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one business day, give notice thereof, including all relevant information with respect thereto, to the other party.

Y. Notice of Disputes

Contractor shall bring to the attention of the Contract Manager any dispute between County and Contractor regarding the performance of services as stated in this Contract. If the Contract Manager is not able to resolve the dispute, the Director will resolve it.

Z. Notice to Employees Regarding the Federal Earned Income Credit

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit C).

AA. Notices

Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid with the United States Post Office and any such notice and the envelope containing the same shall be addressed to Contractor at its place of business, or such other place as may be hereinafter designated in writing by Contractor. The notices and envelopes containing the same to County shall be addressed to:

Chief, Administrative Services Division
County of Los Angeles Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to Contractor. Actual knowledge of such suspension or termination by an individual contractor or by a copartner, if Contractor is a partnership; or by the president, vice president, secretary, or general manager, if Contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said Contractor shall in any case be sufficient notice.

BB. Publicity

Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publicizing its role under this Contract within the following conditions:

1. Contractor shall develop all publicity material in a professional manner.

2. During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the Contract Manager. County shall not unreasonably withhold such written consent.

3. Contractor may, without prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with County, provided that the requirements of this paragraph shall apply.

CC. Public Records Act

1. Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to this Exhibit's Record Retention and Inspection/Audit Settlement, of this Contract; as well as those documents which were required to be submitted in response to the RFP used in the solicitation process for this Contract, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records, except those documents that are marked "trade secret," "confidential," or "proprietary" and are deemed excluded from disclosure under Government Code 6250 et seq. (Public Records Act). County shall not in any way be liable or responsible for the disclosure of any such records including, with limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

2. In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

DD. Record Retention and Inspection/Audit Settlement

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks, or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information, shall be kept and

maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in County, provided that if any such material is located outside County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

1. In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within 30 days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

2. Failure on the part of Contractor to comply with any of the provisions of this paragraph shall constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract.

3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.

4. In addition to the above, Contractor agrees, should County or its authorized representatives determine, in County's sole discretion, that it is necessary or appropriate to review a broader scope of Contractor's records (including, certain records related to non-County contracts) to enable County to evaluate Contractor's compliance with County's Living Wage Program, Contractor shall promptly and without delay provide to County, upon the written request of County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to County under this Contract, including without limitation, records relating to work performed by said employees on Contractor's non-County contracts. Contractor further acknowledges that the foregoing

requirement in this paragraph relative to Contractor's employees who have provided services to County under this Contract is for the purpose of enabling County in its discretion to verify Contractor's full compliance with and adherence to California labor laws and County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five years thereafter unless County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by Contractor at a location in County, provided that if any such materials and information is located outside County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

EE. Recycled-Content Paper Products

Consistent with Board policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible under this Contract.

FF. Subcontracting

The requirements of this Contract may not be subcontracted by Contractor without the advance written approval of County. Any attempt by Contractor to subcontract without the prior written consent of County may be deemed a material breach of this Contract and the County may suspend or terminate for this Contract default.

1. If Contractor desires to subcontract, Contractor shall provide the following information promptly at County's request:

   a. A description of the work to be performed by the subcontractor;

   b. A draft copy of the proposed subcontract; and

   c. Other pertinent information and/or certifications requested by County.

2. Contractor shall indemnify and hold County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

3. Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to

subcontract, notwithstanding County's approval of Contractor's proposed subcontract.

4. County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. Contractor is responsible to notify its subcontractors of this County right.

5. County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any subcontract and subcontractor employees.

6. Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.

7. Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by County from each approved subcontractor. Contractor shall ensure delivery of all such documents to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, before any subcontractor employee may perform any work hereunder.

8. Employee Leasing is prohibited.

GG. Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

HH. Waiver

No waiver by County of any breach of any provision of this Contract shall constitute a waiver of any other breach of said provision or of any other provision of this Contract. Failure of County to enforce at anytime, or from time to time, any provision of this Contract shall not be construed as a waiver thereof.

II. Warranty Against Contingent Fees

1. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

2. For breach of this warranty, County shall have the right, in its sole discretion, to suspend or terminate this Contract for default, deduct from amounts owing to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

SECTION 3

TERMINATIONS

A. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of Contractor to maintain compliance with the requirements set forth in this Exhibit's Contractor's Warranty of Adherence to County's Child Support Compliance Program shall constitute a default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may suspend or terminate this Contract pursuant to this Exhibit's Termination/Suspension for Default, and pursue debarment of Contractor pursuant to Los Angeles County Code Chapter 2.202.

B. Termination/Suspension for Convenience

1. This Contract may be suspended or terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Suspension or termination of work hereunder shall be effected by notice of suspension or termination to Contractor specifying the extent to which performance of work is suspended or terminated and the date upon which such suspension or termination becomes effective. The date upon which such termination becomes effective shall be no less than 10 days after the notice is sent.

2. After receipt of a notice of suspension or termination and except as otherwise directed by County, Contractor shall:

   a. Stop work under this Contract on the date and to the extent specified in such notice; and

   b. Complete performance of such part of the work as shall not have been suspended or terminated by such notice.

3. All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with this Exhibit's Record Retention and Inspection/Audit Settlement.

4. If this Contract is suspended or terminated, Contractor shall complete within the Director's suspension or termination date contain within the notice of suspension or termination, those items of work which are in various stages of completion, which the Director has advised the Contractor are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by Contractor under

this Contract shall be delivered to County upon request and shall become the property of County.

C. Termination/Suspension for Default

1. County may, by written notice to Contractor, suspend or terminate the whole or any part of this Contract, if, in the judgment of the County:

   a. Contractor has materially breached this Contract; or

   b. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or

   c. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.

2. In the event County suspends or terminates this Contract in whole or in part pursuant to this paragraph, County may procure, upon such terms and in such manner, as County may deem appropriate, goods and services similar to those so suspended or terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Contract to the extent not suspended or terminated under the provisions of this paragraph.

3. Except with respect to defaults of any subcontractor, Contractor shall not be liable for any excess costs of the type identified in subparagraph "2" above, if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

4. If, after County has given notice of termination under the provisions of this paragraph, it is determined that Contractor was not in default under the provisions of this paragraph or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to this Exhibit's Termination for Convenience.

5. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

6. As used herein, the terms "subcontractor" and "subcontractors" mean subcontractor at any tier.

D. Termination for Improper Consideration

1. County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, extension of this Contract, or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue those same remedies against Contractor as it could pursue in the event of default by Contractor.

2. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash; discounts; services; the provision of travel; entertainment; or tangible gifts.

E. Termination/Suspension for Insolvency

1. County may suspend or terminate this Contract forthwith in the event of the occurrence of any of the following:

   a. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code, and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

b. The filing of a voluntary or involuntary bankruptcy petition relative to Contractor under the Federal Bankruptcy Code;

c. The appointment of a bankruptcy Receiver or Trustee for Contractor; or

d. The execution by Contractor of a general assignment for the benefits of creditors.

2. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

F. Termination for Nonadherence to County Lobbyists Ordinance

Contractor, and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyists or County Lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which County may in its sole discretion, immediately suspend or terminate for default or suspend this Contract.

G. Termination/Suspension for Nonappropriation of Funds

Notwithstanding any other provision of this Contract, County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County's future fiscal years unless and until the Board appropriates funds for this Contract in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract may be suspended or terminated as of June 30 of the last fiscal year for which funds were appropriated. County will notify Contractor in writing of any such nonallocation of funds at the earliest possible date.

SECTION 4

GENERAL CONDITIONS OF CONTRACT WORK

A. Authority of Public Works and Inspection

The Director will have the final authority in all matters affecting the work covered by this Contract's Terms, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

B. Cooperation

Contractor shall cooperate with Public Works' forces engaged in any other activities at the jobsite. Contractor shall carry out all work in a diligent manner and according to instructions of the Director.

C. Cooperation and Collateral Work

Contractor shall perform work as directed by the Director. The Director will be supported by other Public Works personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory contract controls and conditions are maintained.

D. Equipment, Labor, Supervision, and Materials

All equipment, labor, supervision, and materials required to accomplish this Contract, except as might be specifically outlined in other sections, shall be provided by Contractor.

E. Gratuitous Work

Contractor agrees that should work be performed outside the Scope of Work indicated and without Public Works' prior written approval in accordance with this Exhibit's Amendments, such work shall be deemed to be a gratuitous effort by Contractor, and Contractor shall have no claim, therefor, against County.

F. Jobsite Safety

Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State, and local occupational safety regulations. Contractor shall provide at its expense all safeguards, safety devices, and protective equipment and shall take any and all actions appropriate to providing a safe jobsite.

G. Labor

No person shall be employed on any work under this Contract who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to Public Works. Any such person shall be reassigned immediately and not again employed on Public Works' projects or providing services.

H. Labor Law Compliance

Contractor, its agents, and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California as well as all other applicable Federal, State, and local laws related to labor. Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

I. Overtime

Eight hours labor constitutes a legal day's work. Work in excess thereof, or greater than 40 hours during any one week, shall be permitted only as authorized by and in accordance with Labor Code Section 1815 et seq.

J. Permits/Licenses

Contractor shall be fully responsible for possessing or obtaining all permits/licenses, except as might be specifically outlined in other sections, from the appropriate Federal, State, or local authorities relating to work to be performed under this Contract.

K. Prohibition Against Use of Child Labor

1. Contractor shall:

   a. Not knowingly sell or supply to County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment;

   b. Upon request by County, identify the country/countries of origin of any products, goods, supplies, or other personal property Contractor sells or supplies to County;

   c. Upon request by County, provide to County the manufacturer's certification of compliance with all international child labor conventions; and

   d. Should County discover that any products, goods, supplies, or other personal property sold or supplied by Contractor to County are produced in violation of any international child labor

conventions, Contractor shall immediately provide an alternative, compliant source of supply.

2. Failure by Contractor to comply with provisions of this paragraph will constitute a material breach of this Contract and will be grounds for immediate suspension or termination of this Contract for default.

L. Public Convenience

Contractor shall conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which the work is being performed.

M. Public Safety

It shall be Contractor's responsibility to maintain security against public hazards at all times while performing work at Public Works' jobsites.

N. Quality of Work

Contractor shall provide the County high and consistent quality work under this Contract and which is at least equivalent to that which Contractor provides to all other clients it serves. All work shall be executed by experienced and well-trained workers. All work shall be under supervision of a well-qualified supervisor. Contractor also agrees that work shall be furnished in a professional manner and according to these Specifications.

O. Quantities of Work

Contractor shall be allowed no claims for anticipated profits or for any damages of any sort because of any difference between the work estimated by Contractor in responding to County's solicitation and actual quantities of work done under this Contract or for work decreased or eliminated by County.

P. Safety Requirements

Contractor shall be responsible for the safety of equipment, material, and personnel under Contractor's jurisdiction during the work.

Q. Storage of Material and Equipment

Contractor shall not store material or equipment at the jobsite, except as might be specifically authorized by this Contract. County will not be liable or responsible for any damage, by whatever means, or for the theft of Contractor's material or equipment from any jobsite.

R. Transportation

County will not provide transportation to and from the jobsite and will not provide travel around the limits of the jobsite.

S. Work Area Controls

1. Contractor shall comply with all applicable laws and regulations. Contractor shall maintain work area in a neat, orderly, clean, and safe manner. Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite will be subject to the Contract Manager's approval.

2. Contractor shall be responsible for the security of any and all of Public Works/County facilities in its care. Contractor shall provide protection against vandalism and accidental and malicious damage, both during working and nonworking hours.

SECTION 5

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

1. This Contract is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

2. Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

3. Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.

B. Indemnification

Contractor shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract. This indemnification also shall include any and all intellectual property liability, including copyright infringement and similar claims.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by this Exhibit's Section 5.B (above), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless County, its Board, Special Districts, officers, employees, and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including, but not limited to, injury or death to employees of Contractor, its subcontractors or County, attributable to any alleged act or omission of Contractor and/or its subcontractors

which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify, and hold harmless County includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of County. County may deduct from any payment otherwise due Contractor any costs incurred or anticipated to be incurred by County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting Contractor's indemnification of County and during the term of this Contract, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County. Such coverage shall be provided and maintained at Contractor's own expense.

2. Evidence of Insurance - Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing work under this Contract. Such certificates or other evidence shall:

   a. Specifically identify this Contract;

   b. Clearly evidence all coverage required in this Contract;

   c. Contain the express condition that County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance;

   d. Include copies of the additional insured endorsement to the commercial general liability policies, adding County, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Contract; and

   e. Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insurance retentions as they apply to County, or require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

3. Insurer Financial Rating: Insurance is to be provided by an insurance company acceptable to County with an A. M. Best rating of not less than A:VII, unless otherwise approved by County.

4. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

5. Notification of Incidents, Claims, or Suits: Contractor shall report to County's Contract Manager:

   a. Any accident or incident relating to work performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.

   b. Any third-party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract.

   c. Any injury to a Contractor's employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the Contract Manager.

   d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Contract.

E. Compensation for County Costs

In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors

Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

1. Contractor providing evidence of insurance covering the activities of subcontractor; or

2. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

G. Insurance Coverage Requirements

1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following. (Can be met by a combination of primary and excess insurance coverage):

a.	General Aggregate:	$2 million
b.	Products/Completed Operations Aggregate:	$1 million
c.	Personal and Advertising Injury:	$1 million
d.	Each Occurrence:	$1 million

2. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than $1 million for each accident. Such insurance shall include coverage for all "owned," "nonowned," and "hired" vehicles, or coverage for "any auto." (Can be met by a combination of primary and excess insurance coverage):

3. Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other Federal law for which Contractor is responsible.

   In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

a.	Each Accident:	$1 million
b.	Disease - policy limit:	$1 million
c.	Disease - each employee:	$1 million

   As a condition precedent to its performance pursuant to this Contract, Contractor, by and through its execution of this Contract, certifies that it is aware of, and understands, the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with

those provisions before commencing the performance of work under this Contract, and agrees to fully comply with said provisions.

SECTION 6

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Chapter 2.202 of County Code

Contractor is hereby notified that, in accordance with Chapter 2.202 of County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Contract, debar Contractor from bidding or proposing on, being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and suspend or terminate any or all existing contracts Contractor may have with County.

C. Nonresponsible Contractor

County may debar a contractor if the Board finds, in its discretion, that Contractor has done any of the following: (1) violated any term of a contract with County or a nonprofit corporation created by County; (2) committed an act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against County or any other public entity.

D. Contractor Hearing Board

1. If there is evidence that Contractor may be subject to debarment, Public Works will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before Contractor Hearing Board.

2. Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board will prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the

appropriate length of time of the debarment. Contractor and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

4. If a contractor has been debarred for a period longer than five years, that contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

5. Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.

6. Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

E. Subcontractors of Contractor

These terms shall also apply to subcontractors of County contractors.

SECTION 7

COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

A. Jury Service Program

This Contract is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employee deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the

Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

4. Contractor's violation of this Section of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

A. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

B. Notice to Employees Regarding the Safely Surrendered Baby Law

Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

SECTION 9

COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

A. Living Wage Program

This Contract is subject to the provisions of County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Form LW-1 and incorporated by reference into and made a part of this Contract.

B. Payment of Living Wage Rates

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not an "Employer" as defined under the Living Wage Program (Section 2.201.020 of County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to County, including, without limitation, "Travel Time" as defined below in subsection 5 of this Section 9.B under this Contract:

   a. Not less than $11.84 per hour if, in addition to the per-hour wage, Contractor contributes less than $2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or

   b. Not less than $9.64 per hour if, in addition to the per-hour wage, Contractor contributes at least $2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed $2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through County Department of Health Services Community Health Plan. If, at any time during this Contract, Contractor contributes less than $2.20 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its Employees the higher hourly living wage rate.

2. For purposes of this Section, "Contractor" includes any subcontractor engaged by Contractor to perform services for County under this Contract. If Contractor uses any subcontractor to perform services for County under this Contract, the subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which are provided to County under this Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of

hours, if the lesser number is a recognized industry standard and is approved as such by County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If Contractor is required to pay a living wage when this Contract commences, Contractor shall continue to pay a living wage for the entire term of this Contract, including any option period.

4. If Contractor is not required to pay a living wage when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. Contractor shall immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Living Wage Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of this Contract, including any option period. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by County, Contractor shall immediately be required to pay the living wage for the remaining term of this Contract, including any option period.

5. For purposes of Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between Contractor and County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time.

C. Contractor's Submittal of Certified Monitoring Reports

Contractor shall submit to County certified monitoring reports at a frequency instructed by County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid

by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by County, or any other form approved by County which contains the above information. County reserves the right to request any additional information it may deem necessary. If County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

D. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of this Contract, if Contractor becomes aware of any labor law/payroll violations or any complaint, investigation, or proceeding ("claim") concerning any alleged labor law/payroll violation (including, but not limited to, any violation or claim pertaining to wages, hours, and working conditions, such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), Contractor shall immediately inform County of any pertinent facts known by Contractor regarding the same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of Contractor's contract with County, but instead applies to any labor law/payroll violation or claim arising out of any of Contractor's operation in California.

E. County Auditing of Contractor Records

Upon a minimum of 24 hours' written notice, County may audit, at Contractor's place of business, any of Contractor's records pertaining to this Contract, including all documents and information relating to the certified monitoring reports. Contractor is required to maintain all such records in California until the expiration of five years from the date of final payment under this Contract. Authorized agents of County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

F. Notifications to Employees

Contractor shall place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's Employees are working. Contractor shall also distribute County-provided notices to each of its Employees at least once per year. Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

G. Enforcement and Remedies

If Contractor fails to comply with the requirements of this Section, County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.

1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:

   a. Withholding of Payment: If Contractor fails to submit accurate, complete, timely, and properly certified monitoring reports, County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

   b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including, but not limited to, being late, inaccurate, incomplete, or uncertified, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages in the amount of $100 per monitoring report for each day until County has been provided with a properly prepared, complete, and certified monitoring report. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.

   c. Termination/Suspension: Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.

2. Remedies for Payment of Less Than the Required Living Wage: If Contractor fails to pay any Employee at least the applicable hourly living

wage rate, such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:

a. Withholding Payment: If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, County may withhold from any payment otherwise due to Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. County may withhold said amount until Contractor has satisfied County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages of $50 per Employee per day for each and every instance of an underpayment to an Employee. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.

c. Termination/Suspension: Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.

3. Debarment: In the event Contractor breaches a requirement of this Section, County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code Section 2.202, Determinations of Contractor Nonresponsibility and Contractor Debarment.

H. Use of Full-Time Employees

Contractor shall assign and use full-time Employees of Contractor to provide services under this Contract unless Contractor can demonstrate to the satisfaction of County that it is necessary to use non-full-time Employees based on staffing

efficiency or County requirements for the work to be performed under this Contract. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time Employees for services provided under this Contract unless and until County has provided written authorization for the use of same. Contractor submitted with its proposal a full-time-Employee staffing plan. If Contractor changes its full-time-Employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to County.

I. Contractor Retaliation Prohibited

Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person, or entity who has reported a violation of the Living Wage Program to County or to any other public or private agency, entity, or person. A violation of the provisions of this paragraph may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.

J. Contractor Standards

During the term of this Contract, Contractor shall maintain business stability, integrity in employee relations, and the financial ability to pay a living wage to its employees. If requested to do so by County, Contractor shall demonstrate to the satisfaction of County that Contractor is complying with this requirement.

K. Neutrality in Labor Relations

Contractor shall not use any consideration received under this Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

SECTION 10

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunities vendor.

If Contractor has obtained County certification as a Transitional Job Opportunities vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in the amount of not more than ten percent of the amount of this Contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify Public Works of this information prior to responding to a solicitation or accepting a contract award.

SECTION 11

LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

A. This Contract is subject to the provisions of County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

D. If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to County any difference between this Contract amount and what County's costs would have been if this Contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of this Contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).

E. The above penalties shall also apply if Contractor is no longer eligible for certification as a result of a change of its status and Contractor failed to notify the State and County's Office of Affirmative Action Compliance of this information.

EXHIBIT C

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2008)

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 2008 are less than $41,646 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 9, 2009.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at *www.irs.gov* or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2008 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 2008 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 2008 and owes no tax but is eligible for a credit of $825, he or she must file a 2008 tax return to get the $825 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2009 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.

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.

EXHIBIT D.3

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

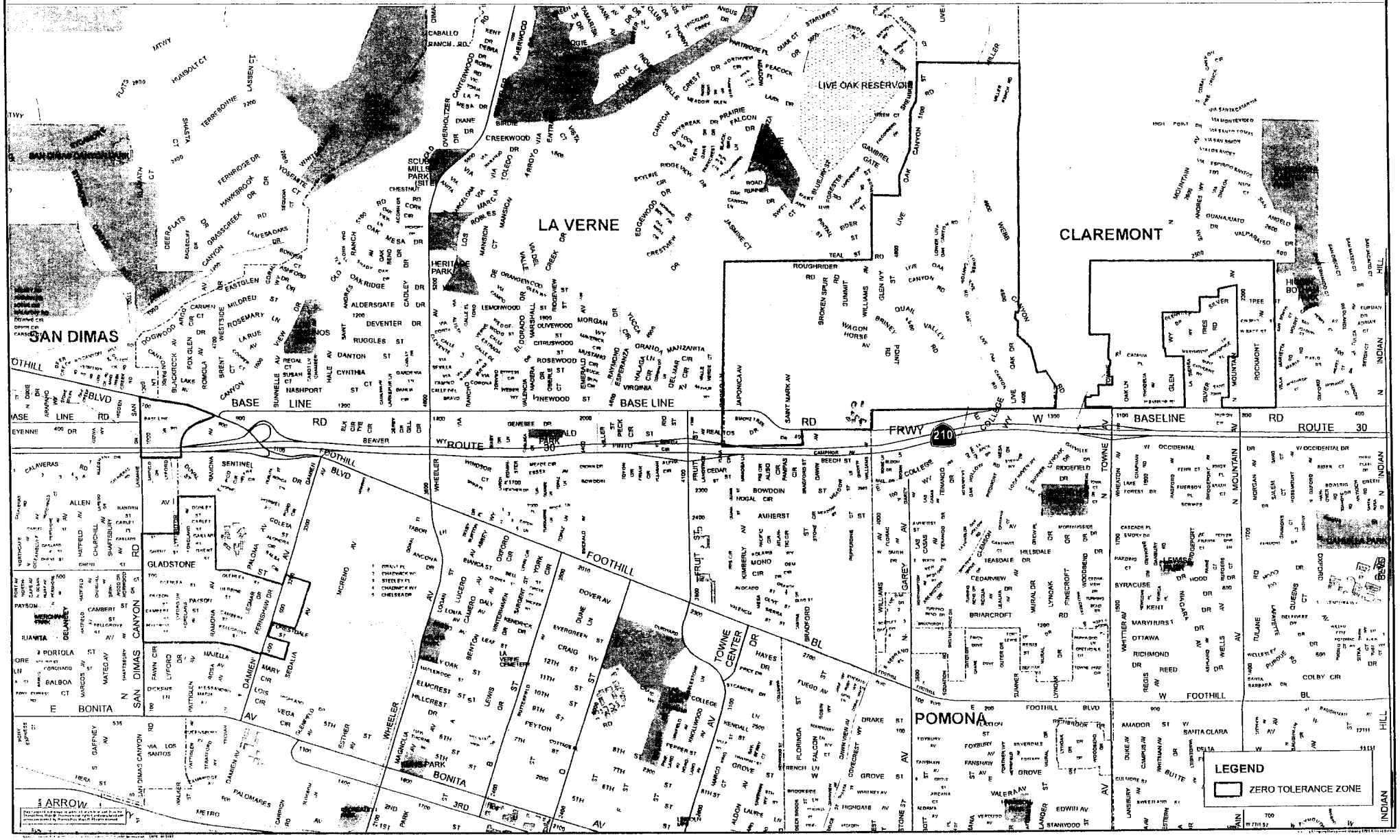
A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el 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.

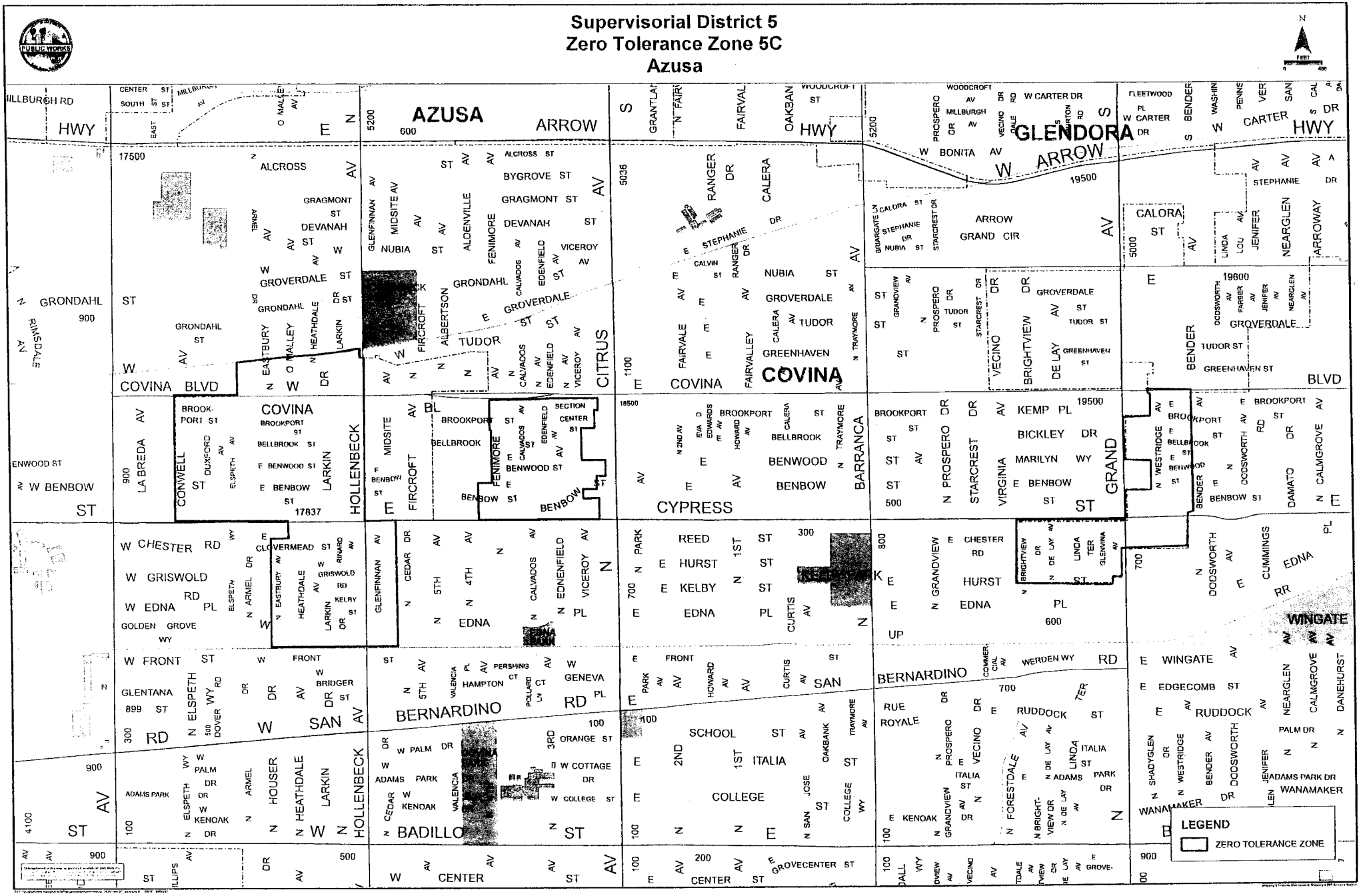
Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

ZERO-TOLERANCE ZONE 5C

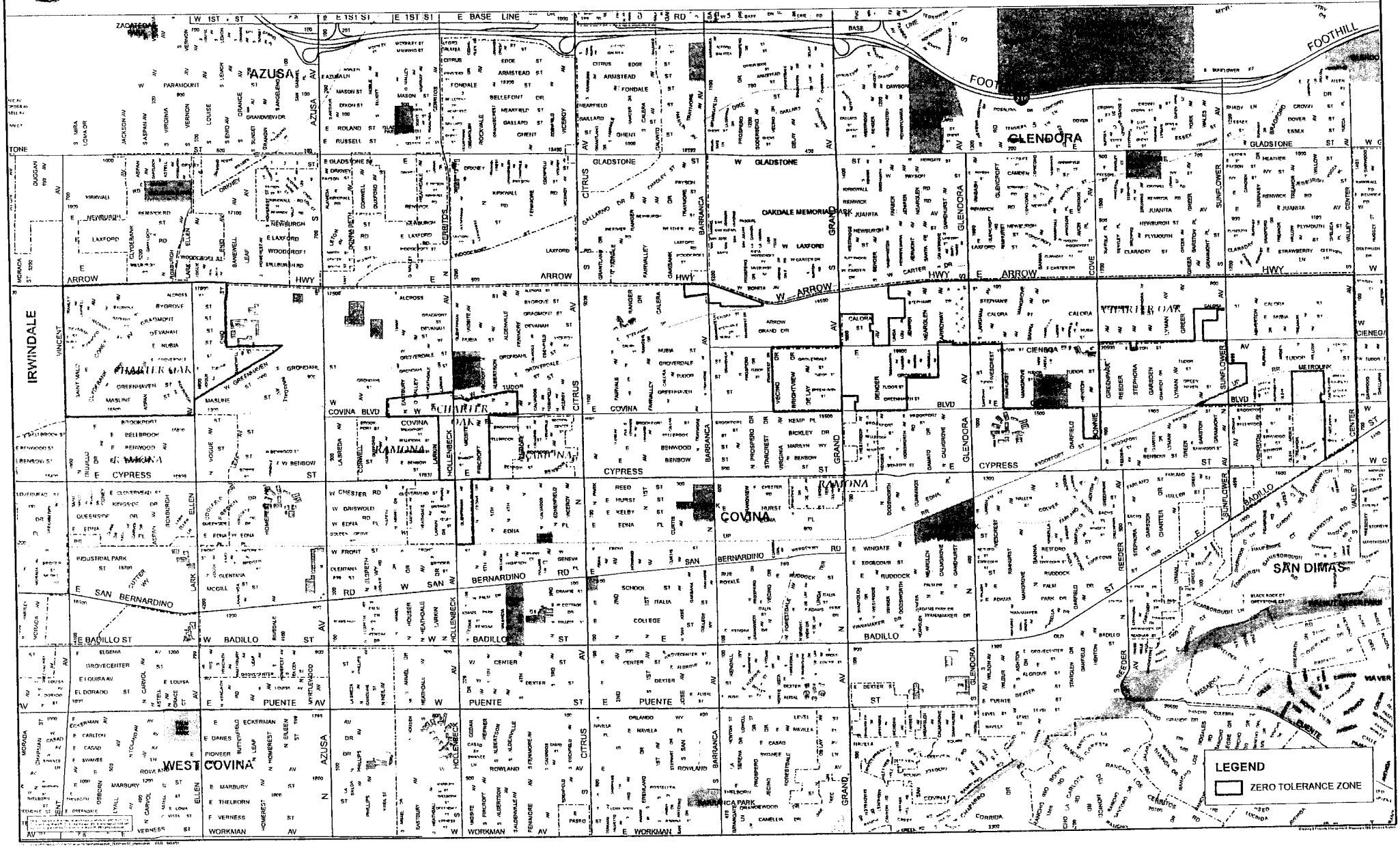
Supervisorial District 5
Zero Tolerance Zone 5C
La Verne



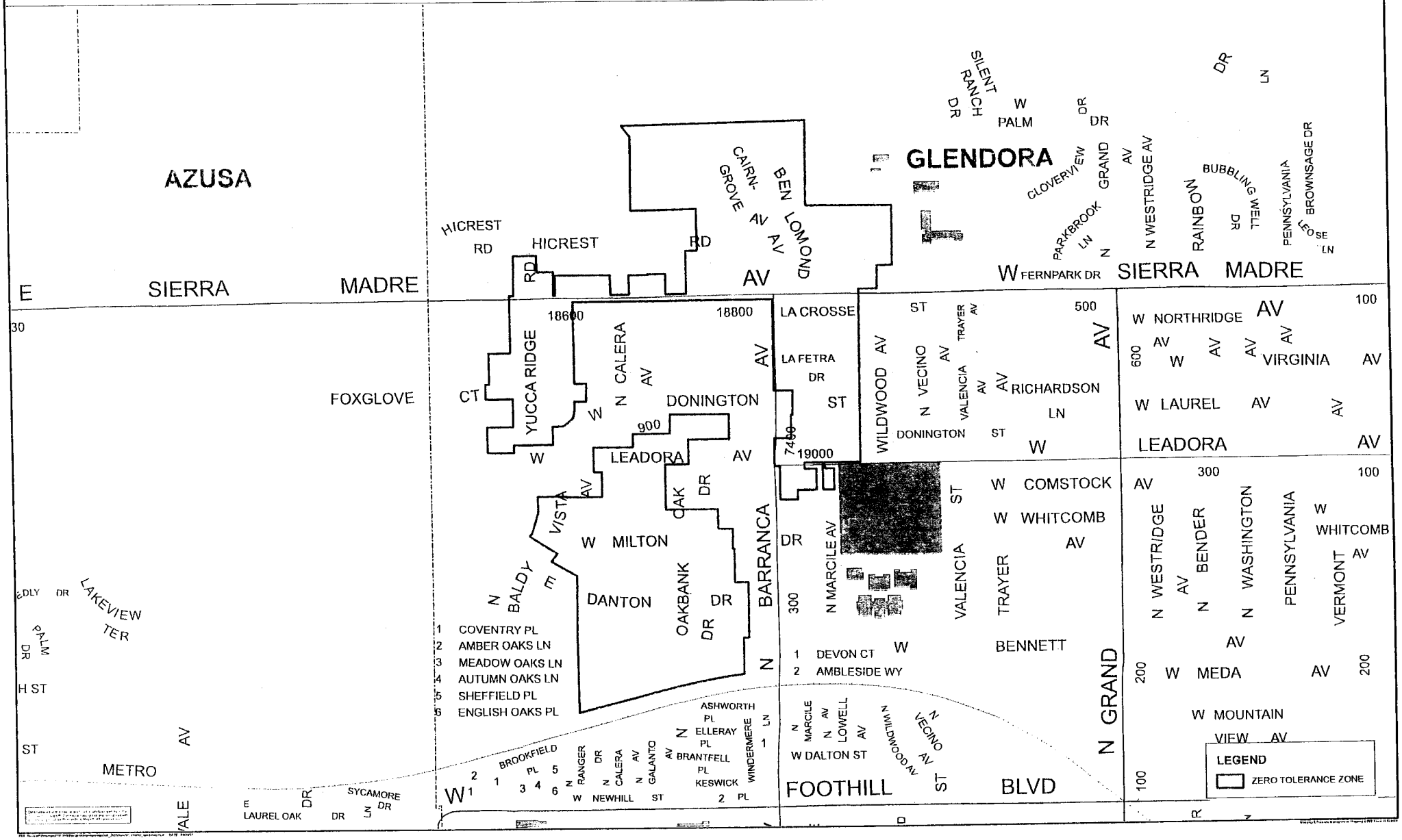
Supervisorial District 5
Zero Tolerance Zone 5C
Azusa



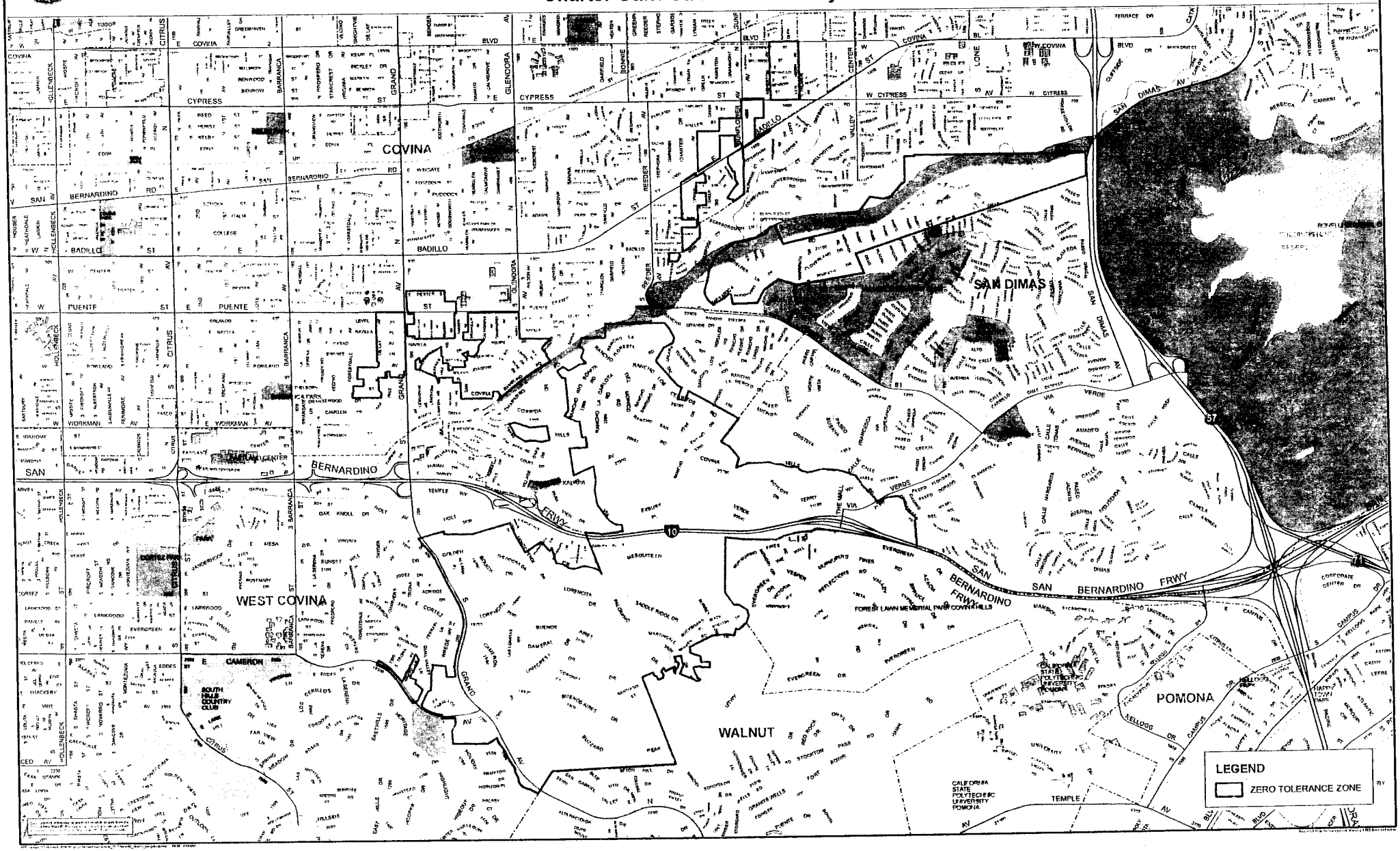
Supervisorial District 5
Zero Tolerance Zone 5C
Charter Oak



Supervisorial District 5
Zero Tolerance Zone 5C
Charter Oak / San Dimas



Supervisorial District 5
Zero Tolerance Zone 5C
Charter Oak / San Gabriel Valley



County of Los Angeles
Department of Public Works

Graffiti Abatement Services
Proposal
(2008-PA058)

January 28, 2009

Superior Property Services, Inc.

9129 Perkins St.
Pico Rivera, CA 90660
(562) 801-9200
FAX (562) 801-9230
(800) 741-2532
Website: www.4superior.com

Superior Property Services, Inc.
Superior Graffiti Services

January 27, 2009

County of Los Angeles
Department of Public Works
Ms. Gail Farber, Director of Public Works
900 South Fremont Avenue
Alhambra, CA 91803-1331

RE: ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES (2008-PA058)

Dear Ms. Farber;

Superior is pleased to submit the enclosed proposal to the County of Los Angeles for Graffiti Abatement Services. Our comprehensive package includes, plans of action for all five zones, including pricing and equipment to be utilized.

We have reviewed the information provided and thoroughly inspected the area and are confident Superior can meet all the requirements outlined in your proposal..

The following are the individuals authorized to make representations with respect to this proposal:

Larry DeCrona, President
9129 Perkins St.
Pico Rivera, CA 90660

Ronald L. Bruneck, Vice President
9129 Perkins St.
Pico Rivera, CA 90660

Thank you for the opportunity to submit this information and we look forward to your review and comments. We can be reached at (800) 741-CLEAN or (562) 801-9200 should you or your staff has any questions.

Respectfully,

Superior Property Services, Inc.
Superior Graffiti Services

Larry DeCrona
President

9129 Perkins St., Pico Rivera, CA 90660-4512
562-801-9200 • 714-285-1200 Fax 562-801-9230 • www.4superior.com

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ADDITONAL INFORMATION

Reference Letters

SUPPORT DOCUMENTS

State of California
Secretary of State

STATEMENT OF INFORMATION
(Domestic Stock and Agricultural Cooperative Corporations)
FEES (Filing and Disclosure): $25.00. If amendment, see instructions.
IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

This Space For Filing Use Only

S

1. **CORPORATE NAME** (Please do not alter if name is preprinted.)

C1764613

Superior Property Services, Inc.
9129 Perkins St.
Pico Rivera, CA 90660

DUE DATE:

COMPLETE ADDRESSES FOR THE FOLLOWING (Do not abbreviate the name of the city. Items 2 and 3 cannot be P.O. Boxes.)

	CITY	STATE	ZIP CODE
2. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE 17671 Irvine Blvd, Suite 106	Tustin	CA	92780
3. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY 9129 Perkins Street	Pico Rivera	**CA**	90660
4. MAILING ADDRESS OF THE CORPORATION, IF DIFFERENT THAN ITEM 2 9129 Perkins Street	Tustin	CA	90660

NAMES AND COMPLETE ADDRESSES OF THE FOLLOWING OFFICERS (The corporation must have these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

	ADDRESS	CITY	STATE	ZIP CODE
5. CHIEF EXECUTIVE OFFICER/ Larry DeCrona	12851 View Ridge Drive	Santa Ana	CA	92705
6. SECRETARY/ Larry DeCrona	12851 View Ridge Drive	Santa Ana	CA	92705
7. CHIEF FINANCIAL OFFICER/ Ronald Bruneck	14811 Devonshire	Tustin	CA	92680

NAMES AND COMPLETE ADDRESSES OF ALL DIRECTORS, INCLUDING DIRECTORS WHO ARE ALSO OFFICERS (The corporation must have at least one director. Attach additional pages, if necessary.)

	ADDRESS	CITY	STATE	ZIP CODE
8. NAME Larry DeCrona	12851 View Ridge Drive	Santa Ana	CA	92705
9. NAME Ronald Bruncek	14811 Devonshire	Tustin	CA	92705
10. NAME Diane M. DeCrona	12851 View Ridge Drive	Santa Ana	CA	92705

11. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and Item 13 must be completed with a California street address (a P.O. Box address is not acceptable). If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 13 must be left blank.)

12. NAME OF AGENT FOR SERVICE OF PROCESS
Diane M. DeCrona, Esq.

	CITY	STATE	ZIP CODE
13. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, **IF AN INDIVIDUAL** 17671 Irvine Blvd., Suite 106,	Tustin	**CA**	92780

TYPE OF BUSINESS

14. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION
Cleaning Contractors

15. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

1/26/2009	Larry DeCrona	President	
DATE	TYPE/PRINT NAME OF PERSON COMPLETING FORM	TITLE	SIGNATURE

SI-200 C (REV 01/2008)

APPROVED BY SECRETARY OF STATE

State of California

Secretary of State

Confirmation of Receipt of Document / Receipt for Payment

Transaction ID:	4A8782EE-138C-44A5-B955-09B55104F14D
Confirmation #:	020292
Charge Description	E-file Statement of Information for C1764613
Name:	Superior Property Services, Inc.Lawrence DeCrona
Address:	9129 Perkins St.
Address Line 2	
City/State/Zip:	Pico Rivera, CA 90660
Phone:	562-801=9200
Email:	Larry@decrona.com
Amount:	25
E-File Session:	1159448
AVS Response:	Y
Date/Time:	1/26/2009 12:08:19 PM

NOTE: Confirmation of receipt does not constitute an approved/accepted filing.

Return to Main Page

[redacted]

State of California
Secretary of State

STATEMENT OF INFORMATION
(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): $25.00. If amendment, see instructions.

IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

This Space For Filing Use Only

S

1. **CORPORATE NAME** (Please do not alter if name is preprinted.)

C1764613

Superior Property Services, Inc.
9129 Perkins Street
Pico Rivera, CA 90660

DUE DATE:

COMPLETE ADDRESSES FOR THE FOLLOWING (Do not abbreviate the name of the city. Items 2 and 3 cannot be P.O. Boxes.)

	CITY	STATE	ZIP CODE
2. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE 17671 Irvine Blvd, Suite 106	Tustin	CA	92780
3. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY 9129 Perkins Street	Pico Rivera	CA	90660
4. MAILING ADDRESS OF THE CORPORATION, IF DIFFERENT THAN ITEM 2 9129 Perkins Street	Tustin	CA	90660

NAMES AND COMPLETE ADDRESSES OF THE FOLLOWING OFFICERS (The corporation must have these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

	ADDRESS	CITY	STATE	ZIP CODE
5. CHIEF EXECUTIVE OFFICER/ Larry DeCrona	12851 View Ridge Drive	Santa Ana	CA	92705
6. SECRETARY/ Larry DeCrona	12851 View Ridge Drive	Santa Ana	CA	92705
7. CHIEF FINANCIAL OFFICER/ Ronald Bruneck	14811 Devonshire	Tustin	CA	92680

NAMES AND COMPLETE ADDRESSES OF ALL DIRECTORS, INCLUDING DIRECTORS WHO ARE ALSO OFFICERS (The corporation must have at least one director. Attach additional pages, if necessary.)

	ADDRESS	CITY	STATE	ZIP CODE
8. NAME Larry DeCrona	12851 View Ridge	Santa Ana	CA	92705
9. NAME Ronald Bruncek	14811 Devonshire	Tustin	CA	92705
10. NAME Diane M. DeCrona	12851 View Ridge	Santa Ana	CA	92705

11. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and Item 13 must be completed with a California street address (a P.O. Box address is not acceptable). If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 13 must be left blank.)

12. NAME OF AGENT FOR SERVICE OF PROCESS
Diane M. DeCrona, Esq.

	CITY	STATE	ZIP CODE
13. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, **IF AN INDIVIDUAL** 17671 Irvine Blvd., Suite 106,	Tustin	CA	92780

TYPE OF BUSINESS

14. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION
Cleaning Contractors

15. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

1/17/08	Larry DeCrona	President	[signature]
DATE	TYPE/PRINT NAME OF PERSON COMPLETING FORM	TITLE	SIGNATURE

SI-200 C (REV 01/2008)

APPROVED BY SECRETARY OF STATE

California Business Portal

Secretary of State DEBRA BOWEN

DISCLAIMER: The information displayed here is current as of JAN 23, 2009 and is updated weekly. It is not a complete or certified record of the Corporation.

Corporation		
SUPERIOR PROPERTY SERVICES, INC.		
Number: C1764613	**Date Filed:** 6/2/1995	**Status:** active
Jurisdiction: California		
Address		
12851 VIEW RIDGE		
SANTA ANA, CA 92705		
Agent for Service of Process		
DIANE DECRONA		
17671 IRVINE BLVD STE 106		
TUSTIN, CA 92780		

Blank fields indicate the information is not contained in the computer file.

If the status of the corporation is "Surrender", the agent for service of process is automatically revoked. Please refer to California Corporations Code Section 2114 for information relating to service upon corporations that have surrendered.

EXPERIENCE

Background

Superior Property Services, Inc., including Superior Graffiti Services and Superior Pressure Washing offer the kind of unique experience in all areas of graffiti abatement and property maintenance rarely found in other companies. We are "Thinking About Tomorrow" and we strive to understand and focus upon clients' needs and objectives which enables us to obtain the optimum results. Our years of experience in property management and real estate give us a special insight into what is necessary to satisfy our clients. We strive to always be a part of your property maintenance solutions. Superior Property Services, Inc. is a California Corporation and has been in operation for over 15 years. We currently employ 31 full time people.

Superior has a 8,000 square foot corporate office and warehouse in Pico Rivera in Los Angeles County, with an additional warehouse in Pomona. California. We service clients in Los Angeles, Orange, Riverside and San Bernardino counties.

PROPOSERS CAPABILITIES

Superior Property Services, Inc. is a California Corporation, with Larry DeCrona and Ronald Bruneck as sole owners and principal officers. Superior has been in the property maintenance since 1992 and have been providing graffiti abatement services for over 12 years.

Superior takes pride in constantly seeking to use the most up to date technology, data communications, computer technology and training, in the industry. We strive for greater service through better scheduling, project management, alignment of personnel along with working smarter and more efficiently. Our employee's have been with the company an average of 6 years. We have several that have been with Superior for over 15 years. We provide a great work environment with numerous company benefits. Our organizational chart illustrates the growth and commitment to our employees.

All Superior's field personnel receive on going training specific to their jobs. Superior provides monthly mandatory training sessions for all personnel. This training includes safety issues as well as specific employment issues, such as sexual harassment issues, employment benefits and polices.

Superior requires all crew members be bilingual and in order to insure that takes place we encourage all employees attend English/Spanish classes. We provide flexible schedules and reimburse up to 75% of the cost for such classes.

Superior currently provides graffiti abatement services to the County of Los Angeles, Riverside Transportation Authority, City of West Covina, City of Orange, the County of Orange and City of Colton. Therefore we are confident that we have the staffing and ability to provide the highest level of service to the County of Los Angeles. We have the ability to provide multiple crews with pressure washing capabilities, and our response times are highly recommended by all of our clients.

Superior
THINKING ABOUT TOMORROW

Staff/Key Personnel

Lawrence E. DeCrona

President

Mr. DeCrona was honorably discharged from the United States Air Force after a tour of duty in Vietnam. He attended Mt. San Antonio College and Cal Poly University where he obtained a degree in Business Administration. He began his career in real estate and marketing in 1973 and specialized in residential and commercial income producing properties. Mr. DeCrona is a licensed General Contractor and has acted as Owner/General Partner in the acquisition, development or management of over $22,000,000 in real estate projects.

As a developer/builder, he has built or renovated over 195 apartment units and completed construction of thirty-three single family and multi-family homes in Southern California. He has also completed construction and renovated over 178,000 square feet of commercial/industrial property and received the "Historical Restoration Award" from the City of Santa Ana in 1988 for the Oddfellows Building originally constructed in 1906.

Mr. DeCrona and Ron Bruneck formed Superior Property Services in 1994. Superior is a full service graffiti abatement, janitorial service, pressure washing and property maintenance company.

Mr. DeCrona was the co-founder, in 1980, of the Newport Beach Business Club and a 20-year member of Lions International and Past President of the Mariners Lions Club of Newport Beach. He is on the advisory Boards for Vanguard University and Friends of Institute of Real Estate Management. The DeCrona's are active members of Trinity United Presbyterian Church in Tustin, California.

Mr. DeCrona is married to Diane M. DeCrona, a Tax Attorney/CPA, and they have a grown son and daughter.

Ronald L. Bruneck

Vice President

Began his career in real estate sales and property management in 1974. During his 15 years in property management, he was responsible for managing a portfolio consisting of over 2500 residential units and numerous commercial properties. He obtained his real estate brokers license in 1976, owned and managed Lanco Property Management until 1989. He then started CDS Maintenance which later became Superior Property Services in 1994. Mr. Bruneck is married with 2 boys and resides in Tustin, CA. Mr. Bruneck attended the University of Southern California, holds a Bachelor's degree in Business Administration and was a member of the Institute of Real Estate Management (IREM). Larry DeCrona and Ron Bruneck have worked together for over 20 years and in 1994 became partners to form Superior Property Services, Inc.

Nancy Hernandez

Director of Operations

Office Manager

Ms. Hernandez joined our company in 1992. Her years of experience in all aspects of the maintenance business have resulted in a responsive and knowledgeable manager. Being bilingual enables her to communicate with the employees giving them directions and new ideas to complete the work needed. Ms. Hernandez attended Orange Coast College taking classes in business management and accounting. Ms. Hernandez directly over sees the office staff and indirectly is responsible for all employees, with supervisors reporting directly to her. She also is responsible for scheduling work and accounts receivables. Ms. Hernandez is a integral part of the Superior operation and family.

Francisco Cuenca
Operations Manager

Francisco has been with Superior for over ten years and started as one of our maintenance men and pressure washers. Over the years Francisco has shown his versatility by taking on any job necessary. He has worked on our paint crews and became our key supervisor over seeing all of our graffiti abatement crews. He is very familiar with the requirements of our LA County graffiti contracts and the areas they service. Mr. Cuenca responsibilities now include the operations of all our contracts and reports directly to our Director of Operations.

In order to assure the highest quality service, we inspect all jobs on a frequent basis. A supervisor is assigned to a specific area on a full-time basis. The supervisor visits the job sites at least twice a week, or more if needed. Inspections are made both during business hours and after to insure that projects are completed professionally and on schedule. We employ only qualified and skilled persons who have passed our rigid qualifications and training. These supervisors report directly to Mr. Cuenca.

Amanda Campbell
Data Entry

Miss Campbell has been with the company for 4 years, she is experienced in QuickBooks, Word, excel, and PowerPoint presentations. Miss Campbell handles all of our data entry and helps keep all of our computers up and running. She currently is attending CSUF working towards a degree in computer science.

Nancy Chavez
Receptionist

Miss Chavez has been with the company for over 2 years. Miss Chavez helps with the office work and answering the phones.

Mario Mendez
Area Supervisor

Mario has been with the company for 4½ years. Mario is bilingual and has been involved in the janitorial industry his whole career. He has worked his way up from a janitor position to building supervisor, area manager, lead floor crew supervisor to area supervisor. Mario oversees all of our janitorial contracts and works closely with our other supervisors in improving training techniques and reporting.

Robert Cazares
Crew Supervisor

Robert has been with Superior for over 7 years, working on graffiti abatement contracts the whole time. Robert now oversees all of our graffiti abatement contracts and crews. He spend a great deal of his time inspecting areas,

Chris Bruneck
Field Supervisor

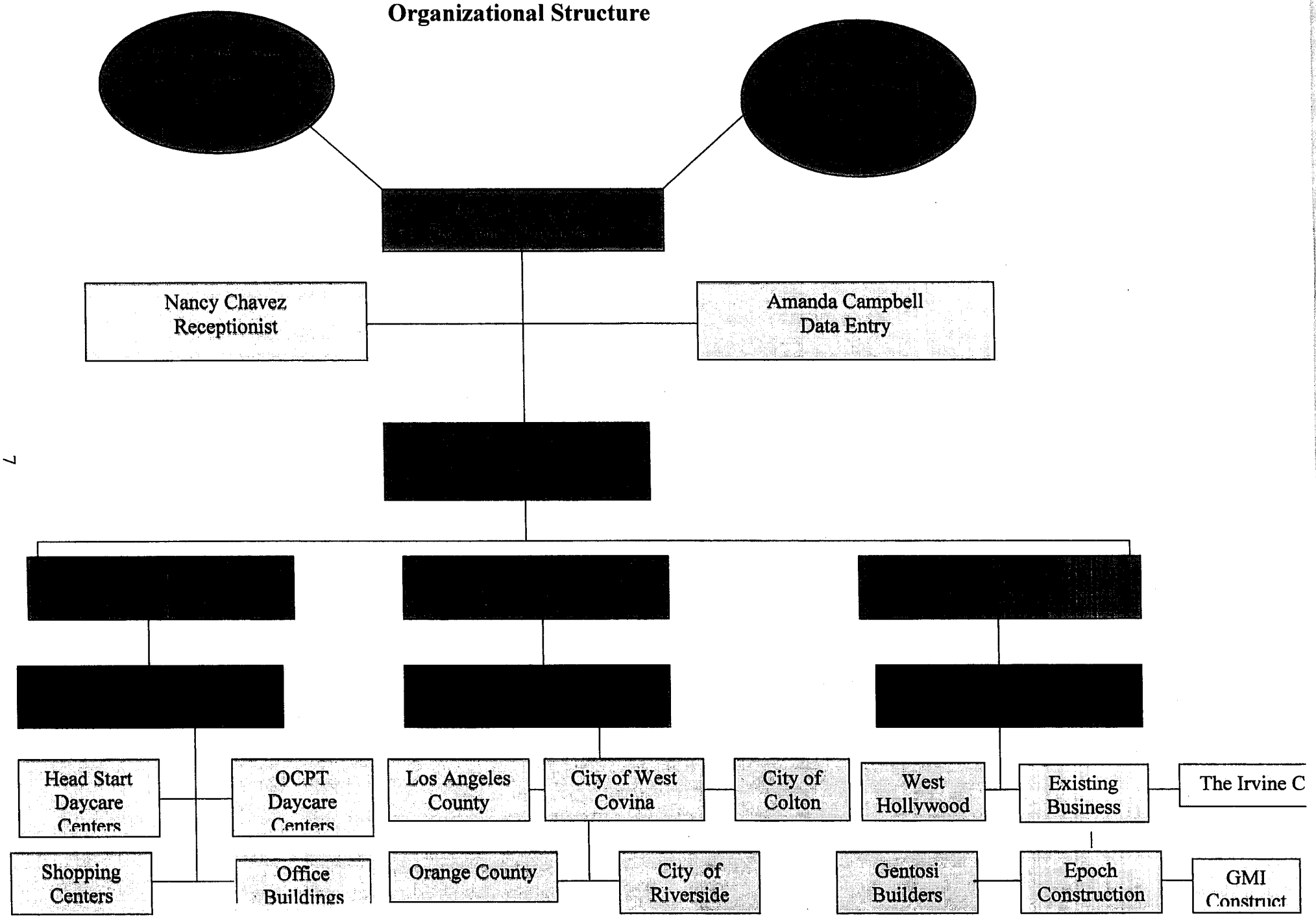
Chris has grown up with Superior and has worked in all phases of the company. He has worked as a janitor, graffiti crew, data entry, and maintenance crew. He now oversees all of our maintenance work, pressure washing and new construction clean-up work. He also helps out with graffiti abatement in the flood channels when necessary. Chris has a passion for soccer and is attending college pursuing a degree in accounting.

Graffiti Abatement Crew members

Roberto Cazares Murillo – 26 years of painting experience/7 years in graffiti abatement
Francisco Santos – Over 10 years of painting experience/4 years in graffiti abatement
Martin Leon – 8 years of painting experience/4 years in graffiti abatement
Jose Chavez – 10 years of painting experience/4 years in graffiti abatement
Rogelio Vasquez – Over 15 years of painting experience/7 years in graffiti abatement
Alvaro Goduinez – 7 years of painting experience/2 years in graffiti abatement
Jesus Navarro Jr. – 5 years of painting experience/3 years in graffiti abatement
Luis Garcia – 9 years of painting experience/6 years in graffiti abatement
Alejandro Gonzalez – 6 years of painting experience/5 years in graffiti abatement
Feliciano Ordonez – 5 years of painting experience/3 years in graffiti abatement
Jose F. Ordonez – 8 years of painting experience/4 years in graffiti abatement
Alejandro Trujillo – 4 years of painting experience/3 years in graffiti abatement
Juan Romero – 3 years of painting experience/3 years in graffiti abatement
Juan Ayala – 2 years of painting experience/1 year in graffiti abatement

All of our crew members have had a minimum of one year of prior painting experience. They must have and maintain a clean driving record. They receive 2 weeks of extensive training by Superior prior to being placed on a crew in the field. They learn paint color matching, painting techniques, reporting, safety, paint sprayer maintenance and additional training in their specific area.

Superior Property Services , Inc.
Organizational Structure



THE FACTS

- **17 ¾ Million Square Feet**
  - **Total Graffiti removed**

- **135,500**
  - **Total # of Tags removed**

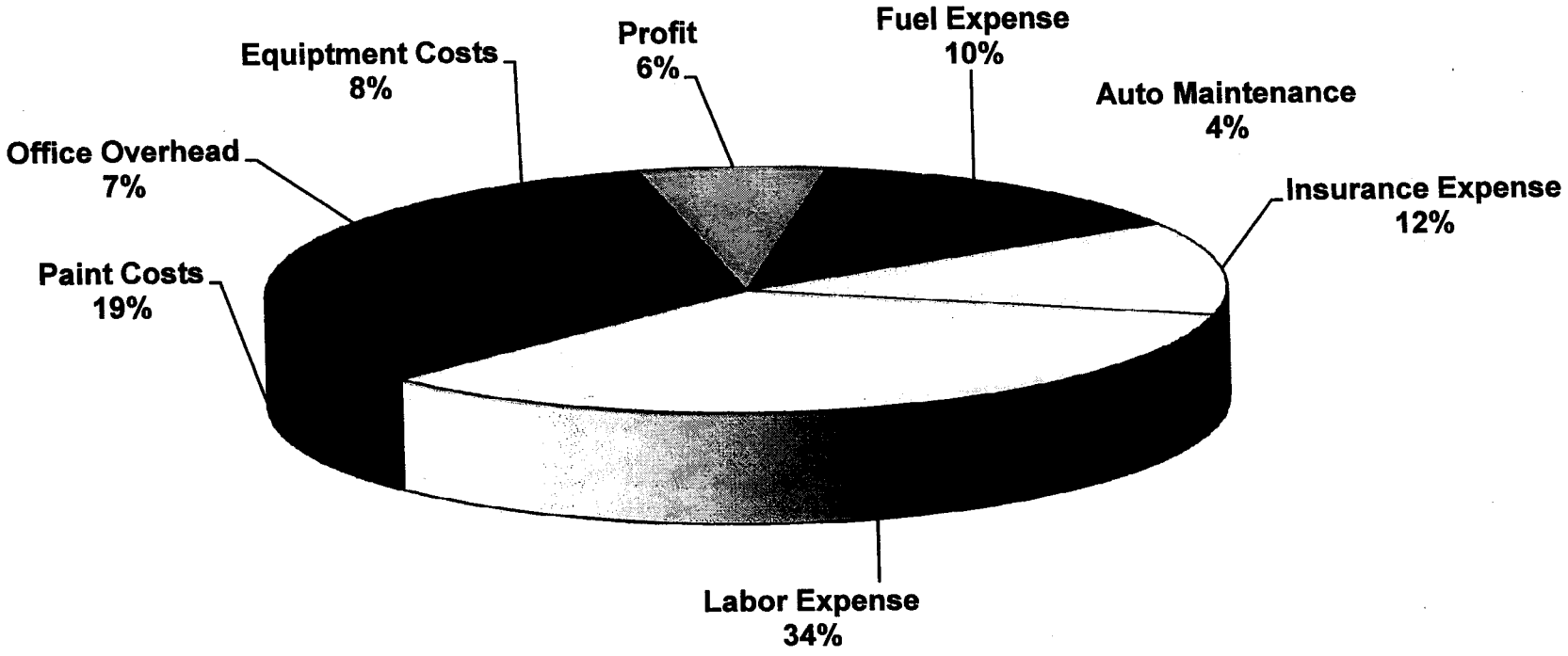
- **33,521 gallons**
  - **Paint used per year**

- **14¢ per sq. ft.**
  - **Average cost per square foot**

- **$11.42**
  - **Cost per tag**

Based on work performed by Superior Property Services over the last three years**

GRAFFITI ABATEMENT COSTS



Billing Method / Accounting Procedures

Superior utilizes state-of-the-art computer accounting and data base systems. Our computers are networked and include high speed internet capabilities and communication software.

We are currently developing a program system similar to that used by UPS to track packages. Our system will allow us to track and route each work order to maximize the efficiency of each crew. In addition, we will be able to pin point hot spots, list all outstanding work orders, and more accurately reflect the time to complete and the cost associated with each work order. This new system we will come close to being a paperless system of tracking work orders in the field.

Currently each crew maintains a log of all work performed. This log includes type of structure, facility, job location date, time, type of work required, completion time, and amount of material, paint color and comments. We log all work orders into our data base and track their completion. This Database system can be linked to our accounting system to insure proper billing. Every service call is logged in and maintained for 3 years. Our billing will be by zone and will include labor hours, number of work orders completed, and materials used.

Internally we focus our attention on two primary areas. First we organize and log all work orders in each area before they are sent to the crew. This eliminates wasted time in the field and insures that time is spent actually removing graffiti. Secondly we make sure our warehouses are located close to our contract areas. Again this maximizes time spent removing graffiti. We are the only contractor in the industry that maintains warehouses based on the location of our contract. Supplies are delivered and inventoried at each warehouse so there is no wasted or down time. Vehicles are inspected, re-fueled and re-stocked with supplies every evening. This allows our graffiti crews to spend far more time actually removing graffiti than any of our competitors.

Communication

We anticipate that work request can be emailed or faxed to our 800 fax number, or called into our phone at (800) 741-2532, where our bilingual office staff would forward the work order to the appropriate crew. We currently maintain all staff with mobile phones and our 24-hour voice mail can reach company owners and supervisors when necessary. Work orders emailed or faxed to us would come into our computer and automatically logged into our system. Each crew has cellular phones with GPS capability so we can monitor their routes in real time. This phone system also allows them to log in when starting their shift, lunch period and ending their shift. This new system allows us to adjust routes and handle all requests in a timely manner.

Superior Property Services, Inc.

PROPOSER'S REFERENCE LIST

A. County of Los Angeles Graffiti Abatement Contracts

1997	Zone 1A
1998-1999	Zone 1A, 1B and Flood Control Channels
1999-2002	Zone 1D, 1E, 1D, 2A, 2B, 4A, and 5A
2003-2005	Zone 1A, 1B, 1D, 1G, 2A, 2D, 2E, Flood Channel, and 2nd Story (district 1 & 2)
Current Fiscal Year	Zone 1A, 1B, 1D, Flood Control Channels, 2nd story (District 1 & 2), 5D, 5E, 5F, and 5G

B. Other governmental agencies and private companies

2001 – Current Fiscal Year	County of Orange (Graffiti Abatement Contract) Includes County buildings County Court house interior/exterior County Flood Control Channels
2006 - Current Fiscal Year	City of West Covina (Graffiti Abatement Contract)
2006 - Current Fiscal Year	City of Colton (Graffiti Abatement Contract)
Current Fiscal Year	City of Orange (Graffiti Abatement Services)
Current Fiscal Year	City of West Hollywood (Pressure Washing Contract)
2004 – 2008	Santa Ana Police Department (Pressure Washing and Graffiti Abatement
2004 – 2006	San Bernardino (Graffiti Abatement Contract) Supervisory Districts 2 & 4
2007	City of Claremont (Graffiti Abatement Contract)

Superior Property Services, Inc.

Partial Reference List

AMC MANAGEMENT

AMERISTAR LENDING GROUP

AMERICAN RED CROSS

BIXBY LAND COMPANY

BPS GROUP

BRENTWOOD COUNTRY CLUB

BRYMAN COLLEGE

CANYON ACRES CHILDREN SERVICES

CENTER TRUST

CITY OF CLAREMONT

CITY OF COLTON

CITY OF ORANGE

CITY OF RIVERSIDE

CITY OF SANTA ANA

CITY OF WEST COVINA

CITY OF WEST HOLLYWOOD

COUNTY OF LOS ANGELES

COUNTY OF ORANGE

EASY ACCESS SELF STORAGE

EPOCH CONSTRUCTION

FLEET FUELS

FOUNTAINGLEN PROPERTIES

GODBEY MONROE

GT BICYCLES

HACKETT MANAGEMENT CORP.

IC MYERS PROPERTIES

KF PARTNERS

LIMELIGHT JAVA

LOS ANGELES COUNTY FLOOD CONTROL

MADISSON MARQUETTE MANAGEMENT

MARNELL CORRAO

MC CARRION AIRPORT,- Las Vegas, NV

MINI-U-STORAGE

NATIONAL AUCTION PROPERTIES, INC.

NEW YORK, NEW YORK HOTEL, Las Vegas, NV

ORANGE COAST JEEP,GMC & BUICK

ORANGE COUNTY HEAD START

ORANGE COUNTY PARENTS & TEACHERS

PHILARMONIC HOUSE OF DESIGN

PRESBYTERIAN CHURCH OF THE COVENANT

PROWEST PCM, INC.

RESCO SELF STORAGE

RIDGEPARK LANDSCAPE

RIVERSIDE COUNTY TRANS. COMMITTEE

RUBY'S RESTAURANTS

S & S BUILDING MAINTENANCE

SCHROEDER MANAGEMENT

SHOOK PROPERTIES

SHURGARD SELF-STORAGES

SPERRY VAN NESS

SOUPLANTATION RESTAURANTS

SWINERTON BUILDERS

THE CARLSON COMPANY

TUSTIN UNIFIED SCHOOL DISTRICT

UNITED CONSTRUCTION

W. CRAIG DOOTSON

WAHOO'S RESTAURANTS

24 HOUR FITNESS CENTERS

WORK PLAN/ EQUIPMENT

PLAN OF ACTION / APPROACH

Procedures & Techniques Proposed

The following plan of action was compiled after a comprehensive and detailed inspection of each area and extensive cost analysis.

We evaluated each contracts in this proposal keeping in mind increased costs for non-field personnel, fuel, paint, workers compensation; liability insurance, auto insurance coupled with an overall increase in graffiti and employee risk factors. Gang activity and unemployment has increased which results in an increase in the amount of graffiti. Business owners and residents in these areas are much more aware of the county's Graffiti Hot Line, so it is no coincidence that the number of tags being called into the Hot Line has increased. Superior has proven that we maintain a higher completion of tags to contract price, which translates into a much lower cost of graffiti removal for the county per square foot (.13¢ to .18¢ on average). Superior has also established itself, over the last twelve years, as more than competent in our response times, reporting and maintaining accurate records. Our response times in completing work orders have always been of highest priority. We can assure you our proposals and plans of actions will give you the best service for the money. Please keep in mind the following guidelines when evaluating the number of crews being used on average:

- 1 crew = 400,000 Sq. Ft. of graffiti removed per year on average
- 1 crew = can clear up to 4,500 tags per year on average.
- 1 crew = cost $4,500 per month (labor, paint, fuel & insurance on average)

Superior's motto is "Thinking About Tomorrow" and our goal is to always be thinking about ways to improve the eradication of graffiti and how we can implement more effective methods to accomplish that goal tomorrow and beyond. Superior **works hard** at obtaining a Zero tolerance area whenever we take on a new contract. We have been providing graffiti abatement service to the County of Los Angeles and other municipalities for almost 12 years. We know Los Angeles County and have successfully, in previous contract periods, maintained several of the contact areas we are now bidding on. No other company has been able to match our proactive productivity, as Superior eradicates twice the amount of graffiti on its own without waiting for the County 800 Hot Line calls to be received. We are able to do this by reducing the drive time to and from areas and increasing the actual time crews spend removing graffiti by using skilled well prepared personnel and providing them with excellent equipment. Removing graffiti is not rocket science, but it is hard work and requires follow through, common sense and a can do attitude. Our company owners, administrators, supervisors and well-trained experienced personnel know what they are doing and take pride in doing a good job. We have regular staff meetings to discuss training and safety methods and other issues and strive to keep our loyal staff inspired and thus maintain a very low turnover ratio. We constantly strive to be "Thinking About Tomorrow" and how we can improve our quality control, reporting, color matching and overall efficiency for the County of Los Angeles and our company.

Our supervisors are all "hands on" including the company owners. Our supervisors also act as quality control inspectors. Our primary quality control inspector is Larry DeCrona and our quality control trainee is Chris Bruneck. Everyone, from the top down understands our goal of zero tolerance graffiti removal by matching colors as best as possible, water blasting with our water recovery and recycling units and using Bio degradable chemicals. Superior can roll trucks 7 days a week if necessary to respond to the requests of the County of Los Angeles in the fight to eradicate vulgar and threatening graffiti.

Each graffiti abatement truck leaves our warehouses at approximately 6:30am and is well prepared for their mission. Trucks have signage indicating we are contracted with the County of Los Angeles and 800# posted. Trucks are equipped with the paint sprayers, custom hose reels, color matching equipment, paint racks, small buckets and rollers for small tags, ladders and flashing strobe safety lights. Every truck leaves the warehouse fully fueled and loaded with a wide range of paint colors. Our personnel are all uniformed and wear safety vests. Each crew is given a cell phone with 2-way radio communication capability and all phones have a Xora GPS Most companies **say** they can provide zero tolerance, Superior **works hard** at obtaining Zero tolerance. We are currently using the Graffiti Tracker camera GPS system in conjunction with the County of Los Angeles Sheriffs Department to assist in apprehending high volume taggers.

Most of our crews are based out of our main warehouse in Pico Rivera which is located very close to many of these contract service areas. In the event of rain, high graffiti incidents or special requests our crews could be required to work Saturdays. Our staff can easily determine how many work orders were received, completed and outstanding for any given period. We track frequency of tags and hot areas; square footage and job times, on a continuing basis. .

Over the years we have established a partnership with two major paint suppliers to provide us with new and recycled paint at the lowest prices possible. Our suppliers have committed to us for the next 3 years to lock their current prices, provide inventory and to stock our special Superior Graffiti Block paint. They will ship to our warehouses within 12 hours and will also stock our products in any of their local stores requested.

Superior is very proud of our X-Rite Color Designer color matching system. The hand held sample monitors, software and computers make paint matching fast and accurate.
The portable hand held instruments measure the paint color off of any wall and we then process the sample color data characteristics factoring in lighting conditions and the surface. We then have the systems software display the paint mix formula that matches the sample taken with the hand held unit. All these functions are accomplished in a matter of seconds and are then saved for future reference by address. We use our custom mixers to make a quart, gallon or up to 5 gallons of matched paint for use. We also label all mixed color matched paint for future use in the field by our crews who patrol the area. So in most cases we have very little delay as a result of needing to match specific colors. Also in an effort to keep our paint costs under control we obtain mismatched paints from paint contractors and paint stores. We remix and re-tint these recycled paints to our existing colors to lower our overall paint costs.

We work closely with the Sheriffs Department, neighborhood watch programs, and non-profit organizations to clean up alleys and high visibility areas including vine wall paint outs. We found that these programs can be very successful when combined with an aggressive graffiti abatement program. No other contractor has the reputation Superior has for contributing back to the communities or assisting the sheriffs department with establishing ways to counter the graffiti problems. Because we are "Thinking About Tomorrow" we take a proactive approach to removing graffiti and participate in all programs that work to that end. Our budgets include funds for additional crews if necessary, supervisors, 2-man crews' in high crime areas; and funds for community work programs.

Plan of Action:

The following plan of action was put together after a painstaking and thorough inspection of each area, current and future cost analysis and consideration of the most effective Zero Tolerance plan of action. We are aware that some of the areas have major alleys and that these are often very time consuming and costly to maintain and are often high-risk areas for our crews. We have rated each area 1 ~ 10 (**1 being very clean to 10 high activity and/or high risk**), based on the size of each area, the level of crime and amount of graffiti activity.

Zone 1G –Walnut Park

Price: $52,774
Rated: 7

- **1 roving paint crew (5 days/week)**
- **1 roving pressure washing crew (2 Days per/week)**
- **1 supervisor-quality control inspector (2 days/week plus Community meetings)**
- **Additional support as needed**

Our office and warehouse are located very near this area, which greatly increases the amount of time our crew can spend removing graffiti. This can be a very difficult densely populated area to maintain as the business owners and residents are very active in this small ¾ square mile community. We would work with the community as needed to keep them part of the solution. There are a large number of commercial buildings with large visible walls so this is a taggers dream area. We are confident we can control the graffiti in this area with one crew and a pressure washing crew as needed. Our plan would be to divide this area into a grid consisting of 2 sections. The crew would be assigned a geographical area to proactively patrol every other day after they have completed any pending work orders. In addition to the Graffiti Abatement Crew we would provide a roving pressure washing crew as needed. When work orders are received requiring pressure washing or our in-area GAC spots a tag requiring pressure washing we would then dispatch our the pressure washing crew.

Zone 5C – Charter Oak/Azusa/San Gabriel/San Dimas/La Verne

Price: $68,690
Rated: 6

- **1 roving paint crew (5 days/week)**
- **1 roving paint crew (2 days/week)**
- **1 roving pressure washing crew (as needed)**
- **1 supervisor-quality control inspector (2 days/per week)**
- **Additional support as needed**

We would divide the area into for grids as there are five distinct sectors in Zone 5C covering a large area encompassing parts of seven Thomas Guide Map pages. We would assign the 5 day crew to patrol one of the sectors each day after removing called in tags. The second crew would keep the main streets in Zone 5C clean. They will be strictly proactive moving quickly, removing a larger number of tags before they are called in to the hot line. We have found we are much more efficient removing the graffiti before it is called into the hot line. In this area there tends to be more graffiti along the West Covina and Duarte borders. We do not anticipate needing a third truck with pressure washing capabilities but would utilize a roving pressure washing truck as needed. We have found we are much more efficient removing the graffiti before it is called into the hot line. We would concentrate on the major arterial boulevards which get hit with graffiti quite hard. By doing so we keep the business content and eliminate the blight look of the area. We would use a 2- man crew when working in the alleys, because of the safety issue. We are confident our approach to abate the graffiti in this area will be much more successful than anything tried to date.

List of Superior Vehicles and Equipment

2008 Chevy Silverado Truck
2007 Ford-F150 Long Bed Truck
2005 Ford-F150 Long Bed Truck
2003 Ford 15 passenger Van
2003 Dodge Dakota X/C Truck
2003 Chevy S-10 Flat Bed Truck
2000 Toyota Tundra Flat Bed Truck
2002 F250 Ford Flat Bed Truck
1999 Ford F150 Long Bed Truck
1999 Dodge Dakota X/C Truck
1998 Dodge Dakota Truck
1998 Dodge Dakota Truck
1997 GMC Sierra Flat Bed Truck
1996 Dodge Dakota Truck
1998 Chevy S-10 Truck
1996 Chevy S-10 Truck
1993 F-250 Ford Truck
1994 Chevy S-10 Truck
1994 Ford Ranger Truck

Trailer Mounted Silver Eagle "All Propane" Pressure washer & Water Recovery System
Trailer Mounted Landau Pressure Washer/Steam Cleaner
Trailer Mounted Delco Pressure Washer/Steam Cleaner
Truck Mounted Hydro Blaster Pressure Washer/Steam Cleaner
Truck Mounted Hydro Blaster Pressure Washer/Steam Cleaner
Portable 3000 PSI Water blasters (2)
Water recovery vacuum systems (3)
Extension wands for water blasting of high areas
2 Sand blasting pots and wands (4)

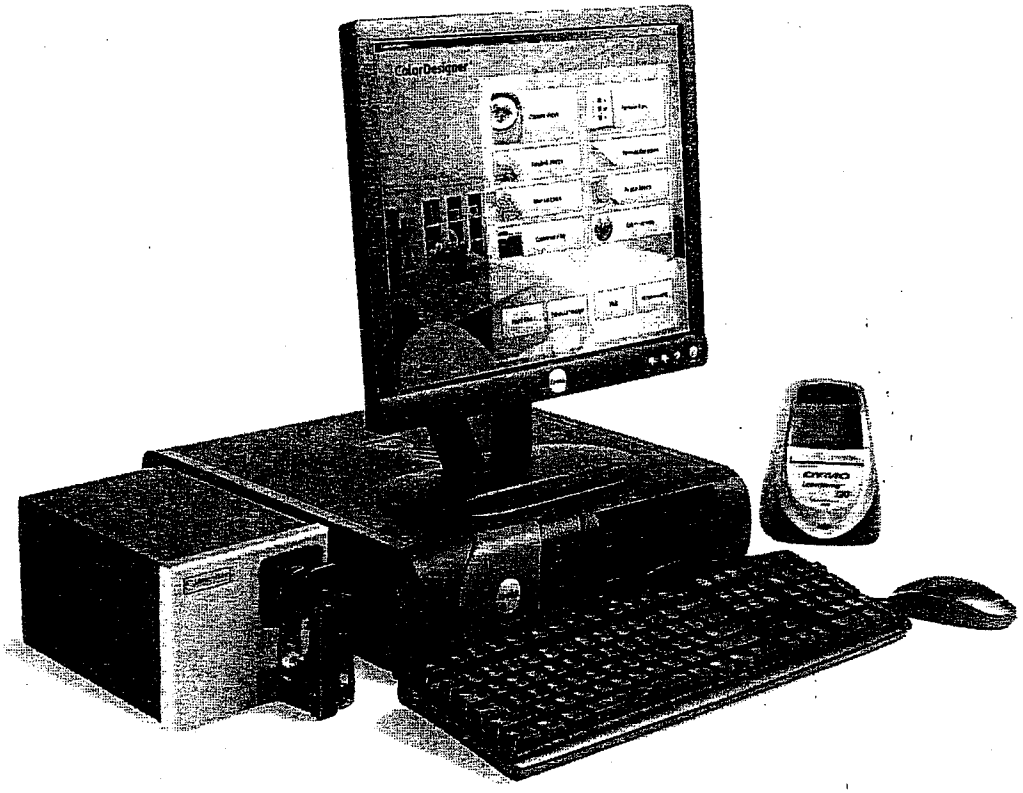
8900 Speedflow Airless Paint Sprayers (14)
4900 Speedflow Airless Sprayers (2)
3900 Grayco Airless Paint Sprayer (2)
Titan Portable Pot Paint Sprayers
X-Rite ColorDesigner Paint Matching Computer System
Portable hand help paint Scanners for on-site color matching
Paint Tinting Equipment, Paint Shakers & Paint Mixing Equipment

Honda 3000 watt Portable Generator
Yamaha 1600 watt Portable Generator
Coleman 2500 watt Portable Generator
Extension wands for water blasting of high areas
Extension Ladders, Step Ladders and Portable scaffolding
Custom Hose Reels (14)
Full supply of all pressure washing equipment, hoses and Turbo nozzles
Full supply of all painting equipment & hoses
550 feet of Rubber Steel jacketed fire hose
Steel Eagle Surface cleaning spinners (3)
Floor scrubbers for concrete and floor cleaning

Superior has just finished designing and putting into active service a new, state of the art, trailer mounted fully propane powered hot water pressure washer unit. The one of a kind unit is equipped with a Hydro Tek water recovery system and Honda Super Quite Series EU3000is generator and has the capacity to fully recycle up to 220 gallons of water during recovery.

Superior

ColorDesigner® 10



Installation Guide

x-rite

QUALITY ASSURANCE PROGRAM

Superior Quality Commitment

Superior has provided the highest quality cleaning services since 1996. Through the years Superior has obtained the experience necessary to complete any type of job large or small. Superior offers the kind of service rarely found in our industry. Our focused desire and ability to understand and implement client's needs and objectives enables us to attain the optimum results for our clients. **Superiors** owners have years of experience in property management, painting. pressure washing, and construction before starting Superior, and have the knowledge to satisfy facility managers, owners, municipalities and tenants needs.

Superior has a commitment to deliver our services in a timely manner on or before the promised completion date. No excuses we just do the job right.

Superior is committed to using the best cleaning and eradication procedures possible to assure quality control in all our services.

Superior is committed to resolve our clients concerns regarding service quality and any other complaints quickly and in everyone's best interest.

Superior's goal is to provide a very unique and customized type of service to fit our clients' needs and budgets. We know what it takes to provide Superior service and ear our clients trust and respect.

Training Program/Quality Assurance Program

All new crewmembers go through a two-week training program prior to working in the field. The training program will consist of the following:

- Three days of painting techniques; color matching; equipment care; preparation and cleanup; and quality control.
- One day of safety procedures; Material Safety Data Sheets; and office procedures.
- Two days of field training which will consist of familiarization with the specific zone and graffiti removal problems
- Minimum of five days of field training with a supervisor.

We have an existing relationship with Vista Paints, Dunn Edwards Paints and Urban Restoration Products and have established a training program where they will provide training in painting equipment, painting techniques, color matching and solvent use for products provided by them.

After 90 days all employees must be reviewed and go through an additional day of equipment, product and quality control training prior to being taken off probation status.

All Superior's field personnel receive on going training specific to their jobs. Superior provides monthly mandatory training sessions for all personnel. This training includes safety issues as well as specific employment issues, such as sexual harassment issues, employment benefits and polices.

Superior requires all crewmembers be bilingual and in order to insure that takes place we encourage all employees attend English/Spanish classes. We provide flexible schedules and reimburse up to 75% of the cost for such classes.

Our Field Supervisors and Field Inspectors are provided with the specific requirements and scope of work for Los Angeles County Graffiti Abatement Program.

We monitor these requirements in the field to make sure they are being met and completed in a timely manner. We meet with every employee working on Los Angeles County contracts quarterly to review their understanding and performance in complying with the required scope of work.

Each employee maintains daily logs of all work completed. Our inspectors spot check these logs on a regular basis to determine if the work was completed properly. In addition our field supervisor and or quality control inspectors routinely drive all areas and fill out a Graffiti Inspection Report covering over 15 areas to be inspected in any given area/zone. One of our owners, Larry DeCrona, acts as, Quality Control Officer, and Chris Bruneck, act as the Quality Control Officer, in training. If a corrective action is required then an immediate remedy is decided on and action is taken within 24 hours to correct the problem. All completed documents are reviewed by our Quality Control Team and are then filed for training and future reference.

The attached forms represent a sampling of the forms Superior uses in its program. In many cases the documents are initiated from staff to the inspection officer. The items are reviewed, comments made and necessary actions for correction, if any, initiated. The forms and corrective action are also used in training sessions so that noted items of concern are addressed to the entire staff.

Superior Graffiti Services
Graffiti Inspection Report

To: _____ Area/Zone: _____

Inspector: _____ Date of Inspection: _____

AREAS	EXCELLENT	GOOD	FAIR	COMMENTS
Street Corners/Traffic Poles				
Walls				
Buildings				
Electric Boxes				
Fencing/Gates				
Phone Booth				
Poles				
Light Posts				
Curbs				
Sidewalks				
Signage				
Bathrooms/Parks				
Doors/Windows/Glass				
Flood Channels				
Bike Paths				
Recreational areas				
Vehicle Oversprays				

Corrective Action Required to be completed by date of: _____

Area of Concern: _____

_____

Pressure Washing: _____

Other: _____

Comments/Follow-Up Required: _____

_____

Corrective Action Completion Date: _____

Approved By: _____

File copy after completion and approval

Weekly Vehicle Inspection
(Inspeccion de Vehiculos Semanal)

Inspection Date	
Driver	
Mileage	
License Plate Number	

	Tire Pressure (Presion o peso de llantas)		Gas Cap (Tapadera de gasolina)
	Tire Wear (Llantas Malgastadas)		Mirrors (espejos)
	Brakes (frenos)		Windshield (Parabrisa)
	Oil (Chequear aceite)		Spare Tire & Jack (Llanta de refaccion y gato)
	Coolant (Agua o anti congelante)		Proof of Insurance (Comprobante de aseguransa)
	Transmission Fluid (Aceite de Transmission)		Current Registration (Registracion Vigente)
	Electrical (electrico)		Equipment Oil (Aceite de Maquinaria)
	Battery Water (Bateria)		Equipment Locked (Maquinaria asegurada)
	Head Lights (Luces de enfrente)		Strobe Light (Luz de torreta)
	Tail Lights (Luces de enfrente)	**Problems or Comments (Problemas o Commentarios)**	
	Brake Lights (Luces de frenos)		
	Turn Signal Lights (Luces de senalero)		
	Emergency Flashers (Luces de Emergencia)		
	Windshield Wipers (Limpia parabrisas)		
	Belts/Hoses (Bandas/Mangueras)		
	Radiator (Radiador)		

Complete and fax to office every Friday afternoon

LICENSE

State Of California

Consumer Affairs

CONTRACTORS STATE LICENSE BOARD

ACTIVE LICENSE

License Number **835687** Entity CORP

Business Name SUPERIOR PROPERTY SERVICES INC

Classification(s) C33 C61/D38

Expiration Date 04/30/2010

Department of Consumer Affairs
Contractors State License Board

Contractor's License Detail - License # 835687

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6). If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
- Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.
- Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
- Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

License Number:	835687 **Extract Date:** 01/17/2009
Business Information:	SUPERIOR PROPERTY SERVICES INC 9129 PERKINS STREET PICO RIVERA, CA 90660 Business Phone Number: (562) 801-9200
Entity:	Corporation
Issue Date:	04/08/2004
Expire Date:	04/30/2010
License Status:	This license is current and active. **All information below should be reviewed.**
Classifications:	CLASS DESCRIPTION C33 PAINTING AND DECORATING D38 SAND AND WATER BLASTING
Bonding:	CONTRACTOR'S BOND This license filed Contractor's Bond number **6333624** in the amount of **$12,500** with the bonding company SURETY COMPANY OF THE PACIFIC. **Effective Date:** 01/01/2007 Contractor's Bonding History BOND OF QUALIFYING INDIVIDUAL 1. The Responsible Managing Officer (RMO) RONALD LEE BRUNECK certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is **not** required. **Effective Date:** 09/19/2006 BQI's Bonding History

This license has workers compensation insurance with the
TOWER SELECT INSURANCE COMPANY

Workers' Compensation:	**Policy Number:** WD8331000408 **Effective Date:** 05/11/2008 **Expire Date:** 05/11/2009 Workers' Compensation History

Miscellaneous Information:

DATE	DESCRIPTION
11/04/2005	CLASS B REMOVED

Personnel listed on this license (current or disassociated) are listed on other licenses.

[redacted] [redacted]

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INSURANCE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 10/06/08

PRODUCER Yorba Linda Insurance Services, Inc
P.O. Box 661
Yorba Linda, CA 92885-0661
Phone (714)777-8388 Fax (714)777-8389

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Superior Property Services, Inc.
17671 Irvine Boulevard Suite 106
Tustin CA 92780

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Mount Vernon Fire Insurance Co.	
INSURER B: Mercury Casulty Company	
INSURER C: Tower Insurance Company	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

THE POLICIES OF INSURANCE LISTED HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	☑	GENERAL LIABILITY ☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☑ OCCUR ☑ DEDUCTIBLE $1,000 ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☑ PROJECT ☐ LOC	CL 2301106B	10/01/08	10/01/09	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $5,000 $1,000,000 $2,000,000 $2,000,000
B	☑	AUTOMOBILE LIABILITY ☐ ANY AUTO ☑ ALL OWNED AUTOS ☑ SCHEDULED AUTOS ☑ HIRED AUTOS ☑ NON OWNED AUTOS ☑ DED $1,000 ☐	AC11081351	07/23/08	07/23/09	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
	☐	GARAGE LIABILITY ☐ ANY AUTO ☐				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC / AGG	
	☐	EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE AGGREGATE	
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WD8331000408	05/11/08	05/11/09	☑ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

10 day notice of cancellation for non-payment of prmeium.
Certificate holder is hereby recognized as additional insured per attached endorsement.
All Operations.

CERTIFICATE HOLDER

County of Los Angeles Dept. of Public Works ASD
c/o Mr. Anthony Ford
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
Guy Borak

ACORD 25 (2001/08) QF

© ACORD CORPORATION 1988

RECORD KEEPING (LW-9)

WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS

INSTRUCTIONS

The contractor selected through this RFP process will be required to comply with State and Federal labor regulations and record keeping requirements. The objective of this questionnaire is to determine the appropriateness, scope, and suitability of the procedures the Proposer uses and the internal controls in place to ensure compliance with State and Federal labor regulations and record keeping requirements. In order to appropriately evaluate this area (Part I, Section 4.D, Evaluation Criteria), it is critical that the Proposer submit a detailed description of the processes and the steps associated with those processes.

Answer all questions thoroughly and in the same sequence as provided below. If a question is not applicable, indicate with "N/A" and explain why such question is not applicable. Provide additional details to ensure a clear picture of the Proposer's processes and controls. As used in this questionnaire, the term Proposer includes the business entity that will provide the proposed services. Attach an actual sample copy of timesheet, paycheck, and pay stub.

ADDITIONAL PAGES MAY BE ATTACHED OR RESPONSES CAN BE PROVIDED IN A SEPARATE DOCUMENT.

IDENTIFY EACH RESPONSE BY THE CORRESPONDING QUESTION NUMBER.

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
1. TRACKING HOURS WORKED	
1.1. How does the Proposer track employee hours actually worked?	Each employee maintains a daily time card in addition to logging start, lunch and end with GPS on the cell phone system.
1.2. Where do the Proposer's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite?	Employees report to a central location warehouse; shift starts from this location and travel to work site during their shift.
1.3. If the employees report to a central site with travel to the worksite, when does the Proposer consider the employees' shift to have started? At a central site or upon arrival at the work location?	Shift starts when employss arrives at warehouse and begins work at the central location.

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
2. REPORTING TIME How does the Proposer know employees actually reported to work and at what time? For example, sign-in sheets, computerized check in, call-in system, or some other method?	The onsite Supervisor makes sure all employees properky clock in. In additon we can track their shift start time and location with their GPS cell phone.
3. RECORDS OF ACTUAL TIME WORKED 3.1. What records are created to document the beginning and ending times of employee's actual work shifts? 3.2. What records are maintained by the Proposer of actual time worked? 3.3. Are the records maintained daily or at another interval (indicate the interval)? 3.4. Who creates these records (e.g., employee, supervisor, or office staff)? 3.5. Who checks the records, and what are they checking for? 3.6. What happens to these records? 3.7. Are they used as a source document to create Proposer's payroll? 3.8. <u>ATTACH ACTUAL COPIES OF THESE RECORDS (Please blank out any personal information)</u>.	Time cards, plus computerized time sheets from GPS System. Same as above. Daily records are maintained. Records are created by Employee and GPS reports are created by office staff. Supervisor checks time cards for accuracy and Office Manager checks time cards for completeness and accuracy. Cards are also compared to GPS reports. Any issues found are brought to the employees attention and corrected. Records are then filed. 3.7 - Yes.

Location Details for 'Leon, Martin' between 19-Jan-09 5:00 AM and 19-Jan-09 2:59 PM.

[redacted]

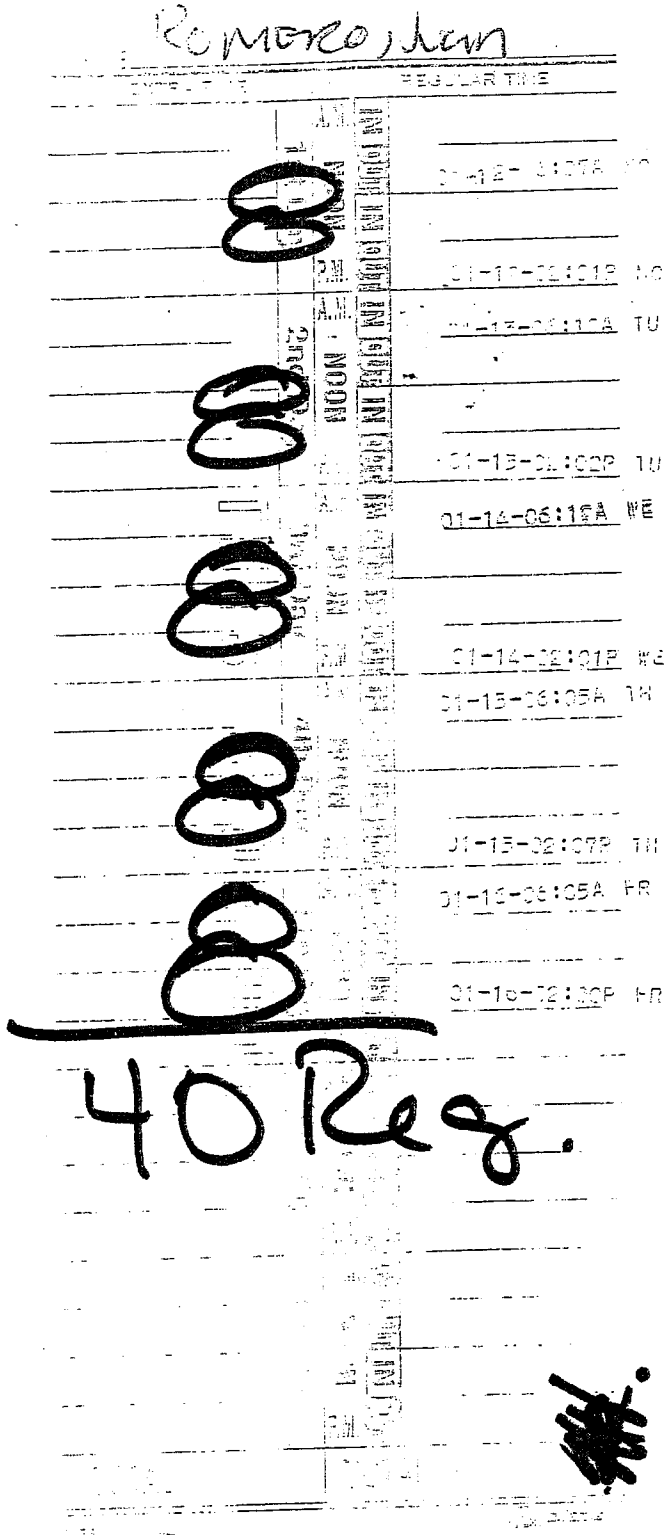
2:56 PM	34.048176/ -118.20225		1	West	Auto Real Time	--	80.8 --
2:51 PM	34.0454/ -118.208607		22	North East	Auto Real Time	--	80.4 --
2:46 PM	34.03704/ -118.214111		1	East	Auto Real Time	5 (5)	79.7 --
2:41 PM	34.036952/ -118.214068	--	--		Auto Real Time	0 (5)	79.7 --
2:36 PM	34.037523/ -118.21394		7	South East	Auto Real Time	--	79.7 --
2:31 PM	34.026571/ -118.207316		0	North	Auto Real Time	--	78.8 --
2:26 PM	34.014712/ -118.168308		51	North West	Auto Real Time	--	76.5 --
2:21 PM	33.975435/ -118.124554		47	North	Auto Real Time	--	72.8 --
2:16 PM	33.9702/ -118.101503		0	North	Auto Real Time	5 (5)	71.4 --
2:11 PM	33.970811/ -118.101908		0	North	Auto Real Time	0 (5)	71.4 --
2:09 PM	33.971723/ -118.101247		0	North	Shift End	7 (7)	71.3 9150 Perkins St, Pico Rivera, CA, 90660
2:06 PM	33.972408/ -118.101119	--	--		Auto Real Time	5 (7)	71.3 --
2:01 PM	33.972408/ -118.101119	--	--		Auto Real Time	0 (7)	71.3 --
1:56 PM	33.972141/ -118.101204		4	South West	Auto Real Time	--	71.3 --

10:50 AM	33.916813/ -118.296234	0	North	Auto Real Time	0 (39)	48 --
10:45 AM	33.916488/ -118.27762	33	West	Auto Real Time	--	47 --
10:45 AM	33.916488/ -118.27762	33	West	Lunch End	--	Alley, Willowbrook, CA, 47 90061
10:40 AM	33.920075/ -118.265375	3	North	Auto Real Time	--	46.2 --
10:35 AM	33.918819/ -118.265268	0	North	Auto Real Time	--	46.1 --
10:30 AM	33.916339/ -118.239348	19	West	Auto Real Time	--	44.6 --
10:25 AM	33.909152/ -118.225098	2	South East	Auto Real Time	4 (4)	43.7 --
10:20 AM	33.909131/ -118.225098	0	North	Auto Real Time	0 (4)	43.7 --
10:15 AM	33.909077/ -118.224927	17	South	Auto Real Time	--	43.7 --
10:10 AM	33.931672/ -118.230783	0	North	Auto Real Time	--	42.1 --
10:05 AM	33.931747/ -118.228159	2	North	Auto Real Time	10 (10)	41.9 --
10:04 AM	33.931605/ -118.228276	0	North East	Lunch Start	8 (10)	11395 Watts Ave, LOS ANGELES, CA, 41.9 90059
10:00 AM	33.931576/ -118.22834	0	North	Auto Real Time	5 (10)	41.9 --
9:55 AM	33.931565/ -118.228159	1	South East	Auto Real Time	0 (10)	41.9 --
9:50 AM	33.931659/ -118.228276	4	South West	Auto Real Time	--	41.9 --
9:45 AM	33.93176/ -118.228319	1	West	Auto Real Time	20 (20)	41.9 --
9:40 AM	33.931765/ -118.228362	0	North	Auto Real Time	15 (20)	41.9 --

6:35 AM	34.001064/ -118.09202	--	--	Auto Real Time	10 (14)	21.5 --	
6:30 AM	33.972408/ -118.101119	--	--	Auto Real Time	4 (14)	21.5 --	
6:25 AM	33.972408/ -118.101119	--	--	Auto Real Time	0 (14)	21.5 --	
6:20 AM	33.972171/ -118.101204		6 South West	Auto Real Time	--	21.5 --	
6:15 AM	33.972379/ -118.101247		0 North	Auto Real Time	15 (15)	21.5 --	
6:10 AM	33.972205/ -118.101162		2 North	Auto Real Time	10 (15)	21.5 --	
6:05 AM	33.972117/ -118.101247		0 North	Auto Real Time	5 (15)	21.5 --	
6:01 AM	33.972117/ -118.101076		0 North	Shift Start	1 (15)	21.5 --	9149 Perkins St, Pico Rivera, CA, 90660
6:00 AM	33.972117/ -118.101076		0 North	Auto Real Time	0 (15)	21.5 --	
5:55 AM	33.975243/ -118.123711		9 North East	Auto Real Time	--	20.1 --	
5:50 AM	33.999736/ -118.148927		49 South East	Auto Real Time	--	17.9 --	
5:45 AM	34.037213/ -118.213898		0 North	Auto Real Time	--	13.4 --	
5:40 AM	34.041125/ -118.206644		22 South West	Auto Real Time	--	12.9 --	
5:35 AM	34.04856/ -118.20418		3 North East	Auto Real Time	--	12.3 --	
5:30 AM	34.026571/ -118.250506		64 South East	Auto Real Time	--	9.3 --	
5:25 AM	34.037952/ -118.279018	--	--	Auto Real Time	--	7.5 --	
5:20 AM	34.028037/ -118.386399		2 South West	Auto Real Time	--	1.3 --	
5:15 AM	34.02496/ -118.37809		0 North	Auto Real Time	--	0.8 --	

Romero, Juan

RCM



QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
4. OTHER RECORDS USED TO CREATE PAYROLL (IF ANY) 4.1. If records of actual time worked are not used to create payroll, what is the source document that is used? 4.2. Who prepares and who checks the source document? 4.3. Does the employee sign it? 4.4. Who approves the source document, and what do they compare it with prior to approving it?	NONE Office Manger Employee signs the card prior to payroll Same as 3.5
5. BREAKS 5.1. How does the Proposer know that employees take mandated breaks and meal breaks (periods)? 5.2. Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred? 5.3. If so, who prepares, reviews, and approves such documentation?	Meal breaks are paid and employee logs their break time into the GPS cell phone, which can be verified in real time. Yes, we maintain the GPS log sheets. Office Manager

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
6. HOW PAYROLL IS PREPARED	
6.1. Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid.	Office manager enters payroll informatiom from time cards into our Quickbooks Payroll system. Quickbooks prepares our payroll checks and automatically adjusted.
6.2. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)?	Employees are issued a payroll check prepared by Quickbooks Payroll Service. We then print the checks in our office.
6.3. If by check, do they receive a single check for straight time and overtime or are separate payments made?	Single checks are made for all sums owed to Employee.
6.4. What information is provided on the check (e.g., deductions for taxes, etc.)?	Sample attached. All items are listed.
6.5. **ATTACH A COPY OF A PAY CHECK AND PAY CHECK STUB THAT SHOWS DEDUCTION CATEGORIES (COVER UP OR BLOCK OUT BANK ACCOUNT INFORMATION AND ANY EMPLOYEE INFORMATION).**	

SUPERIOR PROPERTY SERVICES, INC.
1415 E. MCFADDEN AVE., SUITE D
SANTA ANA, CA 92705

ORANGE , CA 92867
90-4317-1222

11/1/2007

PAY TO THE ORDER OF Roberto Murillo Cazares $ **879.67

Eight Hundred Seventy-Nine and 67/100********** DOLLA

Roberto Murillo Cazares

08/08/1/07-05

MEMO Pay Period: 10/11/2007 - 10/25/2007

⑈013963⑈ ⑆

SUPERIOR PROPERTY SERVICES, INC.

1396

Employee
Roberto M. Cazares,

SSN	Status (Fed/State)	Allowances/Extra
***-**-1285	Married/Married (one income)	Fed-1/0/CA-1/0
Pay Period: 10/11/2007 - 10/25/2007		Pay Date: 11/01/2007

Earnings and Hours	Qty	Rate	Current	YTD Amount
Salary			26.88	156.66
Hourly Rate	88.00	11.00	968.00	18,799.00
Overtime Rate	2.00	16.50	33.00	5,065.52
Sick Hourly Rate				121.00
Vacation Hourly Rate				264.00
			1,027.88	24,406.18

Sick	11.00	21.00
Vacation	24.00	16.00

Taxes	Current	YTD Amount
Federal Withholding	-55.00	-1,628.00
Social Security Employee	-63.73	-1,513.18
Medicare Employee	-14.90	-353.89
CA - Withholding	-8.41	-252.52
CA - Disability Employee	-6.17	-146.44
	-148.21	-3,894.03

Adjustments to Net Pay	Current	YTD Amount
Reimbursement - Other		27.99
Net Pay	879.67	20,540.14

Paid Time Off	YTD Used	Available

Superior Property Services, Inc., 1415 E. McFadden Avenue, Suite #D, Santa Ana, CA 92705 (714 285-1200

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
7. MANUAL PAYROLL SYSTEM 7.1. If the Proposer uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check. 7.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?	N/A We do not use a manual payroll service. Each rate is listed. Hours worked at each rate is determined by the work and agreed to by Employee.
8. AUTOMATED PAYROLL SYSTEM 8.1. If the Proposer uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll. 8.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the automated payroll system calculate total wages paid? 8.3. Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?	Office enters the required payroll information into the Quickbooks Payroll Service program 3 - 5 days prior to the payroll date. Quickbooks uses the information to prepare all payroll and reporting. Same as 7.2 The calculation is embedded.

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
9. TRAVEL TIME 9.1. How is travel time during an employee's shift paid? 9.2. At what rate is such travel time paid if the employee has multiple wage rates? 9.3. Discuss how the Proposer calculates the day's wages for each situation described in the following two examples: a. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are paid at a different rate than the County's Living Wage rate. b. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are also paid the County's Living Wage rate.	All travel time is paid once employee starts shift. Travel time is paid at base rate or overtime rate, if applicable. 3 hours plus travel to the next location are paid at the LW rate. Shift starts at the next location and travel back to warehouse would be paid at the non-LW rate. All work time and travel time would be paid at LW rate.
10. OVERTIME 10.1. How does the Proposer calculate overtime wages? 10.2. What if the employee has multiple wage rates?	Per labor wage board; Overtime is time and half over 8 hours per day or 40 hours per week. Rates are weighed and averaged and then the time and a half is applied.

DATED: 1/27/09 PROPOSER'S SIGNATURE: JE McCrone

LIVING WAGE & PAYROLL INFORMATION:

Superior believes it is in everyone's best interest to provide a living wage to our employees. Therefore all employees involved with these L.A. County contracts will receive the benefits of the Living Wage Program.

Currently we offer CIGNA HealthCare Med Plus Plan (policy #CG585), which provide full medical for our employee and dependents at a cost of $2.20 per hour And plus an hourly wage of $9.65 per hour.

Superior complies with all State and Federal labor regulations and record keeping requirements. We currently use Quickbooks Payroll Service for all of our payroll reporting, payroll deposits and payroll checks. Every employee receives a written employee manual and acknowledges that they have read and understand our employee manual. Our manual outlines our payroll policies including the following:

- Superior pays on the 1st & 16th of each month
- Pay period is through the 25th and the 10th of each month
- All employees are provided with cell phones with GPS capability with Xora System which records the time they clock in for their shift and their location at time of shift start and shift end. It also records the location and start and end period of their lunch break.
- All employees must also use time cards provided and clock in and out as a back up system to the Xora system.
- Time cards are to be reviewed and initialed as to correctness prior to the preceding pay period, any discrepancy need to be brought to our attention immediately.
- The time cards are used as the backup document for data input and provided to Quickbooks Payroll Service to generate pay checks
- Each pay check and time card is reviewed and signed by our Vice President and delivered to the employee. Pay checks maybe automatically deposited directly into employees account, mailed, picked up or delivered, per the employee's request.
- Supervisors are to monitor employee's arrival and departures from the work place and accuracy of the time cards.
- All time cards and payroll records are kept for a minimum of 5 years.
- All overtime will be paid on the next pay period at the current pay rate or in the event of multiple pay rates they will receive the rate at which the job is classified at or a blended rate using the higher rate.
- Overtime must be approved by the supervisor, if unapproved overtime has occurred the employee will be paid all requested hours and a written notice of our policy will be given to the employee and his/her payroll file will be documented.

- If an employee has more than one rate of pay, the weighted average of the combined pay rates will be used to determine the overtime rate.
- Employees report to work at the warehouse location they have been assigned to and they return to the same warehouse upon completion of their shift times begin and end when employee has arrived at the warehouse and either begun their tasks or end their required tasks. All travel time after clocked in is included in their normal shift and paid at the rate of the current task. Employees working under a County Living wage Contract will complete a full shift under those terms regardless of his duties. We will not breakup shifts at different rates. If there is a discrepancy in rates the discrepancy will be resolved in the employees favor and at the higher rate of pay.
- Superior shifts are 8 hours with one 15 minute break and ½ hour for lunch. Superior pays regular time for both the break time and lunch time.
- Employee's notify their supervisor of the time and location of their morning break and lunch break.

This portion of the proposal highlights the key areas regarding our employee policies. However, additional policies may exist to insure that we are in compliance with all Local, State and Federal regulations.

Employee Benefits

Eligible employees at Superior are provided a wide range of benefits. A number of the programs (such as Social Security, workers' compensation, state disability, and unemployment insurance) cover all employees in the manner prescribed by law.

Benefits eligibility is dependent upon a variety of factors, including employee classification. Your supervisor can identify the programs for which you are eligible. Details of many of these programs can be found elsewhere in the employee handbook.

The following benefit programs are available to eligible employees:

- Health Insurance
- Holidays
- Personal/Sick Leave Benefits
- Vacation Benefits

Some benefit programs require contributions from employees, but most are fully paid by Superior.

Vacation Benefits

Vacation time off with pay is available to eligible employees to provide opportunities for rest relaxation, and personal pursuits. Employees in the following employment classification(s) are eligible to earn and use vacation time as described in this policy:

- Regular full-time employees

The amount of paid vacation time employees receive each year increases with the length o their employment as shown in the following schedule:

- After 1 year of eligible service the employee is entitled to 5 vacation days each year.
- After 3 years of eligible service the employee is entitled to 7 vacation days each year.
- After 5 years of eligible service the employee is entitled to 10 vacation days each year.

The length of eligible service is calculated on the basis of a "benefit year." This is the 12-month period that begins when the employee starts to earn vacation time. An employee's benefit year may be extended for any significant leave of absence.

Once employees enter an eligible employment classification, they begin to earn paid vacation time according to the schedule. Earned vacation time is available for use in the year following its accrual.

Paid vacation time can be used in minimum increments of one day. To take vacation, employees must request advance approval at least two weeks prior to their requested vacation start date to the office manager. Requests will be reviewed based on a number of factors, including business needs and staffing requirements. In most cases no more than 5 consecutive days of vacation will be granted at one time.

Vacation time off is paid at the employee's base pay rate at the time of vacation. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials.

As stated above, employees are encouraged to use available paid vacation time for rest, relaxation, and personal pursuits. In the event that available vacation is not used by the end of the benefit year, employees will forfeit the unused time.

Upon termination of employment, employees will be paid for unused vacation time that has been earned through the last day of work for that year.

Holidays

Superior will grant holiday time off to all employees on the holidays listed below:

- New Year's Day (January 1)
- Good Friday (Friday before Easter) Half day off
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Thanksgiving (fourth Thursday in November)
- Christmas (December 25)

Superior will grant paid holiday time off to all eligible employees who have completed 90 calendar days of service in an eligible employment classification. Holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day. Eligible employee classification(s):

- Regular full-time employees

To be eligible for holiday pay, employees must work the last scheduled day immediately proceeding and the first scheduled day immediately following the holiday.

A recognized holiday that falls on a Saturday will be observed on the proceeding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday. In all cases if the legal holiday falls on a weekend it will be observed on the Federal legal holiday set by U.S. government offices.

If a recognized holiday falls during an eligible employee's paid absence (e.g., vacation, sick leave), the employee will be ineligible for holiday pay.

If eligible nonexempt employees work on a recognized holiday, they will receive wages at their straight-time rate for the hours worked on the holiday and be given an additional day off.

Worker's Compensation Insurance

Superior provides a comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

Employees who sustain work-related injuries or illnesses should inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible.

Neither Superior nor the insurance carrier will be liable for the payment of workers compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by Superior.

Sick Leave Benefits

Superior provides paid personal/sick leave benefits to all eligible employees for periods of temporary absence due to illnesses or injuries. Eligible employee classification(s):

- Regular full-time employees

Eligible employees will accrue personal/sick leave benefits at the rate of 3 days per year (.25 of a day for every full month of service). Sick leave benefits are calculated on the basis of a "benefit year," the 12-month period that begins when the employee starts to earn sick leave benefits.

Employees can request use of paid personal/sick leave after completing a waiting period of 90 calendar days from the date they become eligible to accrue personal/sick leave benefits. Paid personal/sick leave can be used in minimum increments of one day. Eligible employees may use personal/sick leave benefits for an absence due to their own illness or injury or that of a family member who resides in the employee's household.

Employees who are unable to report to work due to illness or injury should notify their direct supervisor before the scheduled start of their workday if possible. The direct supervisor must also be contracted on each additional day of absence.

Personal/Sick leave benefits will be calculated on the employee's base rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials.

Health Insurance

Superior's health insurance plan provides employees and their dependants access to medical insurance benefits. Employees in the following employment classifications are eligible to participate in the health insurance plan:

- Regular full-time employees

Eligible employees may participate in the health insurance plan subject to all terms and conditions of the agreement between Superior and insurance carrier. Superior agrees to pay for one-half of the cost of all employees after a ninety day waiting period. The cost of dependent coverage is the responsibility of each employee. Insurance will be deducted from employees paychecks.

Details of the health insurance plan are described in the Summary Plan Description (SPD). An SPD and information on cost of coverage will be provided in advance of enrollment to eligible employees. Contact the Office Manager for more information about health insurance benefits.

Transporting Workers & Materials

Superior has established satellite warehouses located centrally to our graffiti abatement contracts. Employees would be required to report to directly to the assigned warehouse before beginning their shift to check out their vehicles, equipment, supplies, work orders and instructions to begin their shift. At the end of their shift, they would return to the warehouse so all equipment can be cleaned and serviced and available for the next day's schedule. Our own in-house maintenance staff services all trucks.

All employees are required to clock in (secured time clocks are on site) prior to beginning shift and at the end of each shift. Time cards are maintained in our corporate office. Supervisors are required to oversee each morning shift and insure that all inventory and equipment is ready for each crew.

FORMS

FORM PW-1

VERIFICATION OF PROPOSAL

DATE: Jan. 28 , 2009 | **THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:**

1. THIS DECLARATION IS GIVEN IN SUPPORT OF A PROPOSAL FOR A CONTRACT WITH THE COUNTY OF LOS ANGELES.

2. NAME OF SERVICE: Graffiti Abatement Services

DECLARANT INFORMATION

3. NAME OF DECLARANT: Larry DeCrona

4. I AM DULY VESTED WITH THE AUTHORITY TO MAKE AND SIGN INSTRUMENTS FOR AND ON BEHALF OF THE PROPOSER(S).

5. MY TITLE, CAPACITY, OR RELATIONSHIP TO THE PROPOSER(S) IS: President

PROPOSER INFORMATION

6. Proposer's full legal name: Superior Property Services, Inc.		Telephone No.: (562) 801-9200
Address: 9129 Perkins St., Pico Rivera, CA 90660		Fax No.: (562) 801-9230
e-mail: Larry@4superior.com	County WebVen No.: 51739001 / IRS No.: 33-072-3535	Business License No.: 0174570
7. Proposer's fictitious business name(s) or dba(s) (if any):		
County(s) of Registration:	State:	Year(s) became DBA:

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: 9129 Perkins St., Pico Rivera, CA 90660	
	State of incorporation: California	Year incorporated: 1995
☐ 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) Larry DeCrona	Title President	Phone (562) 801-9200	Fax (562) 801-9230
Street 9129 Perkins St.	City Pico Rivera	State California	Zip 92660
Name(s) Ron Bruneck	Title Vice President	Phone (562) 801-9200	Fax (562) 801-9230
Street 9129 Perkins St.	City Pico Rivera	State California	Zip 92660

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): _____ Year of name change: _____.
Name(s): _____ 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 and all representation contained in this proposal on my personal knowledge;
OR
☑ (b) I am making these representations all representation contained in this proposal based on information and belief that they are true.

I declare under penalty of perjury under the laws of California that is true and correct.

Signature of Proposer or Authorized Agent: [signature] Date: 1/27/09

Type name and title: Larry DeCrona, President

FORM PW-2.5

SCHEDULE OF PRICES

FOR

ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES – ZONE 5C (2008-PA058)

The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFP. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

DESCRIPTION	PRICE PER MONTH	ANNUAL PRICE (PRICE PER MONTH X 12)
Zero-Tolerance Graffiti Abatement Services – Zone 5C	$5,724.00	$68,688.00

LEGAL NAME OF PROPOSER Superior Property Services, Inc.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL [signature]		
TITLE OF AUTHORIZED PERSON President		
DATE 1/27/09	STATE CONTRACTOR'S LICENSE NUMBER 835687	LICENSE TYPE C33/D38
PROPOSER'S ADDRESS: 9129 Perkins St., Pico Rivera, CA 90660		
PHONE (562) 801-9200	FACSIMILE (562) 801-9230	E-MAIL Larry@4superior.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:	Superior Property Services, Inc.		
Company Address:	9129 Perkins St.		
City:	Pico Rivera	State: CA	Zip Code: 90660
Telephone Number:	(562) 801-9200		
(Type of Goods or Services):	Graffiti Abatement Services		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.

Part I: Jury Service Program Is Not Applicable to My Business

☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed $50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed $500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

☐ My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

Part II: Certification of Compliance

☑ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Larry DeCrona	Title: President
Signature: L. DeCrona	Date: 1/27/09

FORM PW-4

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: Graffiti Abatement Services
SERVICE BY PROPOSER Graffiti Abatement Services
PROPOSAL DATE: January 28, 2009

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

	2003	2004	2005	2006	2007	Total	Current Year to Date
1. Number of contracts.	65	70	40	50	55	280	50
2. Total dollar amount of Contracts (in thousands of dollars).	700	900	525	1.4 Mill.	1.8 Mill.	3.8 Mill.	1.5 Mill.
3. Number of fatalities.	0	0	0	0	0	0	0
4. Number of lost workday cases.	0	0	0	1	0	1	0
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.	0	0	0	0	0	0	0
6. Number of lost workdays.	0	2	0	2	0	4	0

The above information was compiled from the records that are available to me at this time, and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Superior Property Services, Inc.
Name of Proposer or Authorized Agent (print)

Signature

1/27/09
Date

FORM PW-5

CONFLICT OF INTEREST CERTIFICATION

I, Larry DeCrona

- ☐ sole owner
- ☐ general partner
- ☐ managing member
- ☑ President, Secretary, or other proper title)

of Superior Property Services, Inc.
Name of proposer

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

> **Contracts Prohibited**. A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.
>
> 1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
>
> 2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
>
> 3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
>
> (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
>
> (b) Participated in any way in developing the contract of its service specifications: and
>
> 4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of the Los Angeles County Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed L. DeCrona Date 1/27/09

FORM PW-6

PROPOSER'S REFERENCE LIST

PROPOSED CONTRACT FOR: Graffiti Abatement Services

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names, telephone and fax numbers, and e-mail addresses before listing. Incorrect names, telephone and/or fax numbers, or e-mail addresses will be disregarded. Use additional pages if required.

A. COUNTY OF LOS ANGELES AGENCIES

All contracts with the County during the previous three years must be listed.

SERVICE: Graffiti Abatement	SERVICE DATES: 1997 - Current Fiscal
DEPT/ DISTRICT: Public Works	
CONTACT: Ari Telias	
TELEPHONE: (626) 458-4062	
FAX: (626) 979-5445	
E-MAIL: Atelias@dpw.lacounty.gov	

SERVICE: Graffiti Abatement	SERVICE DATES: 12/2007
DEPT/DISTRICT: Flood Maintenance Division	
CONTACT: Ron Lacayo, P.E.	
TELEPHONE: (626) 458-4114	
FAX: (626) 458-4150	
E-MAIL: rlacayo@ladpw.org	

SERVICE:	SERVICE DATES:
DEPT/ DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: Graffiti Abatement	SERVICE DATES: 2006 - Current Fiscal
AGENCY/ FIRM: City of West Covina	
ADDRESS: 1444 W. Garvey Ave. West Covina	
CONTACT: Brad Smith	
TELEPHONE: (626) 523-4028 or (626) 939-8729	
FAX:	
E-MAIL: brad.smith@wcpd.org	

SERVICE: Graffiti Abatement	SERVICE DATES: 2001- Current Fiscal
AGENCY/ FIRM: County of Orange	
ADDRESS: 1143 E. Fruit St., Santa Ana	
CONTACT: Norman Hamaker	
TELEPHONE: (714) 567-7750	
FAX:	
E-MAIL: normanhamaker@rdmd.ocgov.com	

SERVICE: Graffiti Abatement	SERVICE DATES: 2006 - Current Fiscal
AGENCY/ FIRM: City of Colton	
ADDRESS: 160 S. 10th St., Colton	
CONTACT: Maritza Tapia	
TELEPHONE: (909) 370-5065	
FAX: (909) 370-6104	
E-MAIL: mtapia@ci.colton.ca.us	

SERVICE: Graffiti Abatement	SERVICE DATES: 2008- Current Fiscal
AGENCY/ FIRM: County of Orange	
ADDRESS: 1750 S. Douglass Rd., Anaheim	
CONTACT: Jeff W. McDonald	
TELEPHONE: (714) 567-6208	
FAX: (714) 567-6340	
E-MAIL: Jeff.McDonald@rdmd.ocgov.com	

FORM PW-7

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name	Superior Property Services, Inc.
Address	9129 Perkins St., Pico Rivera, CA 90660
Internal Revenue Service Employer Identification Number	33-072-3535

In accordance with Los Angeles County Code Section 4.32.010, the Proposer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

1.	The proposer has a written policy statement prohibiting any discrimination in all phases of employment.	☑ 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	Superior Property Services, Inc.
Authorized representative	Larry DeCrona, President
Signature	LE DeCrona
Date	1/27/09

FORM PW-9

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME:	Superior Property Services, Inc.
My County (WebVen) Vendor Number:	51739001

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

☑ As Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission, I request this proposal/bid be considered for the Local SBE Preference.

☑ Attached is a copy of Local SBE certification issued by the County.

II. FIRM/ORGANIZATION INFORMATION:

The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☑ Corporation ☐ Nonprofit ☐ Franchise

☐ Other (Please Specify):

Total Number of Employees (including owners): 38

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino		2	2	1	22	10
Asian or Pacific Islander						
American Indian						
Filipino						
White						

III. PERCENTAGE OF OWNERSHIP IN FIRM:

Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	98 %
Women	%	2 %	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:

If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. DECLARATION:

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature:	Title:	Date:
	President	1/27/09

COUNTY OF LOS ANGELES
OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 780
Los Angeles, California 90012
(877) 669-CBES / FAX (626) 457-3112
TDD (626) 293-5708
Website: http://oaac.co.la.ca.us

Address all correspondence to:
CONTRACT COMPLIANCE
1000 S. Fremont Avenue
Building A-9 East, 1st Floor
Mail: Unit #24
Alhambra, CA 91803-8862

Dennis A. Tafoya
Director

January 12, 2009

LARRY DECRONA
SUPERIOR PROPERTY SERVICES INC
9129 PERKINS STREET
PICO RIVERA, CA 906604512

Vendor #: 51739001

Dear LARRY DECRONA:

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 January 31, 2010 .

In order for Local SBE preference consideration, each eligible solicitation for the Local SBE preference will include the "Request for Local SBE Preference Program Consideration" form. You must complete the form and provide the above Vendor Number in your bid/proposal for each response to a County solicitation.

The County of Los Angeles Office of Affirmative Action Compliance reserves the right to request additional information and/or conduct an on-site visit at any time during the certification process and/or period to verify any documentation submitted by the applicant. If there are any changes in the State of California Office of Small Business and DVBE Certification (OSDC) SBE status, ownership, control of the firm or principal place of business during the certification period, you are required to notify this office and the OSDC immediately.

Again, congratulations on your certification. If you have any questions regarding the Local SBE Program, visit our website at http://oaac.co.la.ca.us/SBEMain.htm or call the Local SBE Customer Service at (877) 669-CBES.

Sincerely,

DENNIS A. TAFOYA
DIRECTOR

Robert Valdez

ROBERT VALDEZ
Senior Deputy Compliance Officer

DAT:OLS

FORM PW-10

GAIN and GROW EMPLOYMENT COMMITMENT

The undersigned:

☐ has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) and General Relief Opportunity for Work (GROW) employment programs.

OR

☑ declares a willingness to consider GAIN and GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and

declares a willingness to provide employed GAIN and GROW participants access to proposer's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

Signature	Title President
Firm Name Superior Property Services, Inc.	Date 1/27/09

FORM PW-11

TRANSMITTAL FORM TO REQUEST AN RFP SOLICITATION REQUIREMENTS REVIEW

A Solicitation Requirements Review must be received by the County within 10 business days of issuance of the solicitation document

Proposer Name:	Date of Request:
Project Title.	Project No.

A **Solicitation Requirements Review** is being requested because the Proposer asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- ☐ Application of **Minimum Requirements**
- ☐ Application of **Evaluation Criteria**
- ☐ Application of **Business Requirements**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

N/A

For each area contested, Proposer must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary.)*

Request submitted by:

(Name) *(Title)*

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released: _____

Reviewed by:

Results of Review - Comments:

Date Response sent to Proposer: _____

FORM PW-12

CHARITABLE CONTRIBUTIONS CERTIFICATION

Superior Property Services, Inc.
Company Name

9129 Perkins St., Picvo Rivera, CA 90660
Address

33-072-3535
Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

CERTIFICATION	YES	NO
Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision or Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.	(✓)	( )
OR		
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

1/27/09
Date

Larry DeCrona, President
Name and Title (please type or print)

FORM PW-13

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

COMPANY NAME: Superior Property Services, Inc.		
COMPANY ADDRESS: 9129 Perkins St.		
CITY: Pico Rivera	STATE: CA	ZIP CODE: 90660

☑ I am not requesting consideration under the County's Transitional Job Opportunities Preference Program.

I hereby certify that I meet all the requirements for this program:

☐ My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for three years *(attach IRS Determination Letter)*;

☐ I have submitted my three most recent annual tax returns with my application;

☐ I have been in operation for at least one year providing transitional job and related supportive services to program participants; and

☐ I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME: Larry DeCrona	TITLE: President
SIGNATURE: LD DeCrona	DATE: 1/27/09

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	*APPROVED*	*DISAPPROVED*	*DATE*

FORM PW-14

PROPOSER'S LIST OF TERMINATED CONTRACTS

PROPOSER'S NAME: Superior Property Services, Inc.

☑ **Proposer has not had any contracts terminated in the past three years.**

Proposer must list all contracts that have been terminated within the past three years. Terminated contracts are those contracts terminated by an agency or firm before the contract's expiration date.

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SIGNATURE Wendell Arona **DATE:** 1/27/09

FORM PW-15

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: _____

☑ Proposer and/or principals are **not** currently involved in any pending litigation; are not aware of any threatened litigation were they would be a party; and have not had any judgments placed against them within the last five years as of the date of proposal submission.

Proposer and/or principals of the Proposer must list below (use additional pages if necessary) all pending litigation, threatened litigation, and/or any judgments placed against them within the last five years as of the date of proposal submission.

A. ☐ Pending Litigation ☐ Threatened Litigation ☐ Judgment (check one)

1. Against ☐ Proposer; ☐ Principal; ☐ Both (check as appropriate)
2. Name of Litigation/Judgment: _____
3. Case Number: _____
4. Court of Jurisdiction: _____
5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

_____

_____

_____

_____

_____

B. ☐ Pending Litigation ☐ Threatened Litigation ☐ Judgment (check one)

1. Against ☐ Proposer; ☐ Principal; ☐ Both (check as appropriate)
2. Name of Litigation/Judgment: _____
3. Case Number: _____
4. Court of Jurisdiction: _____
5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

_____

_____

_____

_____

_____

Signature of Proposer: _____ **Date:** 1/27/09

FORM LW-2

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION

The contract to be awarded pursuant to the RFP is subject to the County of Los Angeles Living Wage Program (Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors may apply individually for consideration for an exemption from the Program. **To apply, complete and submit this form to Public Works seven days prior to the due date for proposals**. Upon review of the submitted Application for Exemption, Public Works will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the Program.

Company Name:			
Company Address:			
City:	State:	Zip Code:	
Telephone Number:	Facsimile Number:	Email Address:	
Awarding Department:		Contract Term:	
Type of Service:			
Contract Dollar Amount:		Contract Number (if any):	

I am requesting an exemption from the Program for the following reason(s) (*attach to this form all documentation that supports your claim* and *SUBMIT SEVEN DAYS PRIOR TO THE DEADLINE FOR SUBMISSION OF PROPOSALS TO PUBLIC WORKS OR FAX TO (626) 458-4194*:

- ☐ My business is a nonprofit corporation qualified under Internal Revenue Code Section 501(c)(3) ***(you must attach the IRS Determination Letter).***
- ☐ My business is a Small Business ***(as defined in the Living Wage Ordinance--you must attach your company's two most recent tax year returns and last state payroll tax return)*** which is not an affiliate or subsidiary of a business dominant in its field of operation **AND** during the contract period will have 20 or fewer full- and part-time employees; **AND**
  - ☐ Has less than $1 million in annual gross revenues in the preceding fiscal year including the proposed contract amount; **OR**
  - ☐ Is a technical or professional service that has less than $2.5 million in annual gross revenues in the preceding fiscal year including the proposed contract amount.
- ☐ My business has received an aggregate sum of less than $25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount.

N/A

FORM LW-2 - APPLICATION FOR EXEMPTION (continued)

☐ My business is subject to a bona fide Collective Bargaining Agreement ***(you must attach the agreement)***; **AND**

- ☐ the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; **OR**
- ☐ the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business - Collective Bargaining Agreement):

_____

_____

_____

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

Additional Information

The additional information requested below is for information purposes only. It is not required for consideration of this Application for Exemption. The County will not consider or evaluate the information provided below by Contractor, in any way whatsoever, when recommending selection or award of a contract to the Board of Supervisors.

☐ **Either the contractor or the employees' collective bargaining unit have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

Health Plan Company Name(s): _____

Company Insurance Group Number(s): _____

Health Premium Amount Paid by Employer: _____

Health Premium Amount Paid by Employee: _____

Health Benefit(s) Payment Schedule:

☐ Monthly ☐ Quarterly ☐ Bi-Annual

☐ Annually ☐ Other (Specify): _____

☐ **Neither the contractor nor the employees' collective bargaining unit** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

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.

If you are not exempt from the Program, please check the option that best describes your intention to comply with Program.

☐ I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than **$11.84 per hour** per employee.

☐ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than $2.20 per hour** per employee. I will pay an hourly wage of not less that **$11.84 per hour** per employee.

☑ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least $2.20 per hour** per employee. I will pay an hourly wage of not less than **$9.64 per hour** per employee.

Health Plan(s): Cigna Health Care

Company Insurance Group Number: 610449

Health Benefit(s) Payment Schedule:

☑ Monthly ☐ Quarterly ☐ Bi-Annual

☐ Annually ☐ Other: _____ (Specify)

PLEASE PRINT COMPANY NAME: Superior Property Services, Inc.	
I declare under penalty of perjury under the laws of the State of California that the above information is true and correct:	
SIGNATURE: [signature]	DATE: 1/27/09
PLEASE PRINT NAME: Larry DeCrona	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.

Owner's/Agent's Authorized Signature

Larry DeCrona, President
Print Name and Title

Superior Property Services, Inc.
Print Name of Firm

1/27/09
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: Superior Property Services, Inc.	Print Name of Owner: Larry DeCrona, President
Print Address of Firm: 9129 Perkins St.	Owner's/AGENT's Authorized Signature:
City, State, Zip Code Pico Rivera, CA 90660	Print Name and Title: Larry DeCrona, President

Public Entity Name	Labor Commissioner, State of California	
Public Entity Address:	**Street Address:**	28 Civic Center Plaza, Room 625
	City, State, Zip:	Santa Ana, CA 92701
Case Number/Date Claim Opened:	**Case Number:**	- 18-64133 BB
	Date Claim Opened:	11/02/2005
Name and Address of Claimant:	**Name:**	Fernando Garcia
	Street Address:	1001 W. Stevens Ave., Apt. 167
	City, State, Zip:	Santa Ana, CA 92707
Description of Work: (e.g., Janitorial)	Janitorial	
Description of Allegation and/or Violation:	Unpaid wages, overtime during the period 08/11/02 to 8/25/05	
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	Full Settlement prior to determination	

✓ Additional Pages are attached for a total of 2 pages.

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: Superior Property Services, Inc.	Print Name of Owner: Larry DeCrona, President
Print Address of Firm: 9129 Perkins St.	Owner's/AGENT's Authorized Signature:
City, State, Zip Code Pico Rivera, CA 90660	Print Name and Title: Larry DeCrona, President

Public Entity Name	Labor Commissioner, State of California
Public Entity Address:	**Street Address:** 28 Civic Center Plaza, Room 625
	City, State, Zip: Santa Ana, CA 92701
Case Number/Date Claim Opened:	**Case Number:** - 18-64151 BB
	Date Claim Opened: 11/08/2005
Name and Address of Claimant:	**Name:** Celia Garcia
	Street Address: 1001 W. Stevens Ave., Apt. 167
	City, State, Zip: Santa Ana, CA 92707
Description of Work: (e.g., Janitorial)	Janitorial
Description of Allegation and/or Violation:	Unpaid wages, overtime during the period 10/20/02 to 7/09/05
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	Full Settlement prior to determination

✓ Additional Pages are attached for a total of 2 pages.

Superior Property Services, Inc.

May 15, 2006

Fernando and Celia Garcia
1001 W. Stevens Ave., Apt. 167
Santa Ana, CA 92707

Fernando and Celia,

Obviously we were very surprised and disappointed in receiving your claim for additional compensation. Superior went out of our way to treat both of you and your family fairly. It is unfortunate that after all the years of service it had to come to this.

We have reviewed the information that you provided to the Labor Board in your complaint. We have found numerous errors and incorrect information. We have obtained security logs from our clients who show times you entered and exited each building. Based on this information we can show, with few exceptions, you did not work over the 40 hour limit per week. However, we do acknowledge that you worked on a few occasions over the limit without receiving the proper over time compensation.

In an interest to resolve this matter and move forward, we are prepared to offer a settlement based on the hours you claim were over the 40 hour work week. Your data shows that Fernando Garcia had extra hours of 948 and Celia had 371 hours for a total of 1,319 hours at the over time rate not paid of $3.50 ($7.00 per hour paid; $3.50 per hour overtime not paid) for a total settlement of $4,616.00.

I have provided some of the information that we have obtained from security logs and a spread sheet which list every check paid to you and all request for extra hours.

If this settlement is acceptable please contact Nancy and we will prepare a release for you to sign and upon execution payment of $4,616.

Sincerely,

Ron Bruneck

1415 E. McFadden Ave., Suite D, Santa Ana, CA 92705

PHONE 714•285•1200 FAX 714•285•1202 WEBSITE www.4superior.com

Superior Property Services, Inc.
1415 E. McFadden Ave., Suite D, Santa Ana, CA 92705

ORANGE COMMUNITY BANK
ORANGE, CA 92867
90-4317-1222

8/22/2006

PAY TO THE ORDER OF Celia Garcia $ **1,500.00

One Thousand Five Hundred and 00/100********** DOLLARS

Celia Garcia
1001 W. Stevens Ave.
Apt. 167
Santa Ana, CA 92707

MEMO

⑈003562⑈ ⑆122243172⑆ 20120005564⑈

SUPERIOR PROPERTY SERVICES, INC.

3562

Celia Garcia	8/22/2006	
Full settlement of all Labor/Wage claims		1,500.00

RECEIVED
8/23/06
DATE

1:49 PM
TIME

Orange Community B 1,500.00

Superior Property Services, Inc.
1415 E. McFadden Ave., Suite D, Santa Ana, CA 92705

ORANGE COMMUNITY BANK
ORANGE, CA 92867
90-4317-1222

8/22/2006

PAY TO THE ORDER OF Fernando Garcia $ **3,000.00

Three Thousand and 00/100********** DOLLAR

Fernando Garcia
1001 W. Stevens St., 167
Santa Ana, CA 92704

MEMO

⑈003564⑈ ⑆122243721⑆ 20120005564⑈

SUPERIOR PROPERTY SERVICES, INC.

Fernando Garcia 356

8/22/2006

Full settlement of all Labor/Wage claims 3,000.00

RECEIVED

8/23/06
DATE

1:49 pm
TIME

Celia - received on behalf of Fernando

Orange Community B

3,000.00

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: Superior Property Services, Inc.

Name of Proposer's Health Plan: Cigna Health Care Date: January 28, 2009

(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 1 days of employment.

☑ Is defined as an employee who is employed more than 40 hours per week.

OTHER BENEFITS:

A.NUMBER OF PAID SICK DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 3 DAYS.

B.NUMBER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 3 DAYS.

C.NUMBER OF PAID VACATION DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 5 DAYS.

D.NUMBER OF PAID VACATION DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 5 DAYS.

E.NUMBER OF PAID HOLIDAYS PER YEAR IS 6 DAYS.

MedPlus Plan

Med Plus—

a health care solution that can meet your needs for cost efficiency, quality and simplicity.

Uniquely designed, Med Plus is an ideal solution for government contractors. Med Plus qualifies as a "bona fide" fringe benefit and is designed to meet the wage determination. The plan insures hourly employees at one low cost without health questions or doctor statements.

Med Plus is truly an affordable way to provide valuable benefits to all your hourly employees.

Med Plus is a collection of:

- Medical
- Accident
- Vision Care
- Prescription Drug
- Dental

benefits that provide the employee with first dollar coverage. This means that they do **not** have to satisfy a deductible prior to receiving their medical benefits.

Med Plus is insured by CIGNA (Connecticut General Life Insurance Company), a recognized leader in the health insurance industry. Med Plus is administered by Contractors Employee Benefits Administration, Inc., a third-party administrative company specializing in the administration of employer paid benefit plans.

How the Med Plus Plan Works

The Med Plus Plan ("The Plan") has specified benefit levels for each type of service. There are NO lifetime benefit maximums. For some services, the employee may be responsible for only a copay. For others, they may have no out-of-pocket expenses at all, while for other types of services, they will be responsible for the balance of charges after benefits are paid.

Med Plus is designed to provide coverage for your employees and their eligible dependents. The Plan has three different Classes of Benefits. Under each Class of Benefits, your employees and their eligible dependents will receive all of the benefits shown above. The Class of Benefits for which an employee is eligible determines the amount that will be paid for each covered benefit. The Class of Benefits that an employee receives under this Plan is based on the number of hours the employee accumulates in each qualifying month. If your employees' hours fluctuate from month to month, so will their level of benefits. For example, if an employee works 100 hours the first month, the employee will qualify for Class II benefits the following month. However, if that same employee works 160 hours the next month the employee will have Class III benefits in the following month.

Access to quality care —

CIGNA's broad network of physicians and facilities must meet CIGNA's tough standards before participating in the CIGNA network, helping ensure your employees have access to quality care.

The advantages of using a CIGNA participating provider —

Med Plus gives the employee the freedom to select the provider of their choice. However, if they chose a CIGNA participating provider they will benefit from discounted charges, resulting in lower out-of-pocket expenses.

They will continue to receive the network discounts even if they have exhausted their calendar benefit maximums.

CIGNA® HealthCare Med Plus Plan

Family
Per Person

Plan Features	Hours Paid Per Month Class I 1-90	Class II 91-130	Class III 131 or more
Medical Outpatient			
Physician Office Visit	$365	$600	$1,000
Copayment	$10	$10	$10
X-Ray / Lab Benefit	$365	$540	$720
Outpatient Wellness Benefit	$200	$200	$200
Copayment	$10	$10	$10
Outpatient Surgical Facility Benefit			
Maximum Benefit per Surgical Occurrence	$520	$695	$875
Outpatient Emergency Room Benefit			
Maximum Per Visit	$125	$125	$125
Annual Number of Visits	2	2	2
Prescription Drug Benefit	$390	$600	$1,000
Copayment (Generic)	$10	$10	$10
Copayment (Brand)	$20	$20	$20
Prescription Discount	Included	Included	Included
Oral Contraceptives	Included	Included	Included
Medical Inpatient			
Hospital Room and Board Benefit			
Daily Benefit (up to 30 days per confinement)	$520	$695	$875
Inpatient Doctor Visit	$1,500	$1,800	$2,100
Per Confinement Maximum	$50	$60	$70
Per Visit Benefit			
Inpatient Routine Newborn Nursery Care			
Daily Benefit Maximum (up to 30 days)	$250	$250	$250

06/11/07
Superior Property Services
MPP-H-FAM $2.20
100% Employer Paid

CIGNA® HealthCare Med Plus Plan

	Hours Paid Per Month		
	Class I **1-90**	**Class II** **91-130**	**Class III** **131 or more**
Medical Outpatient and Inpatient			
Surgical Benefit			
Maximum Benefit per Surgical Procedure	$4,930	$6,380	$8,120
Number of Surgical Units	17	22	28
Anesthesia Benefit			
Maximum Benefit per Surgical Procedure	20% of Surgical Benefit	20% of Surgical Benefit	20% of Surgical Benefit
Accident Benefit (Per Accident)	$715	$890	$1,070
Benefits Included			
Vision Benefits			
Vision Exam (every 12 months)	$45	$55	$65
Single Lenses (every 24 months)	$55	$65	$75
Contact Lenses (every 24 months)	$55	$65	$75
Bi-focal Lenses (every 24 months)	$80	$90	$100
Frames (every 24 months)	$40	$50	$60
Dental Benefits			
Annual Maximum Employee	$500	$750	$1,000
Annual Maximum Dependent	$250	$375	$500
Annual Deductible	$25	$25	$25
Preventive, Diagnostic and Routine Restorative Care Pays	80% up to the Annual Maximum	80% up to the Annual Maximum	80% up to the Annual Maximum
Major Restorative Care Pays (12 mo. waiting)	50% up to the Annual Maximum	50% up to the Annual Maximum	50% up to the Annual Maximum
24 Hour Nurse Line and Healthy Rewards®	Included	Included	Included

06/11/07
Superior Property Services
MPP-H-FAM $2.20
100% Employer Paid

TERMS AND CONDITIONS

CONFIDENTIAL INFORMATION

The information contained in the following Proposal provided by CIGNA and The Boon Group® is proprietary and highly confidential. It is being provided with the understanding that it will not be used by the entity requesting the proposal to obtain information for a health and welfare benefit plan to be sponsored by such entity ("Plan Sponsor"), and including its benefits consultant or its agents, representatives or employees (collectively "Recipients"), for any purposes other than the evaluation of CIGNA, The Boon Group, and the health and welfare benefits policy or plan in connection with the product or services sought by Plan Sponsor. Dissemination of the information contained herein by Recipients shall be limited to the respective persons who are directly involved in the evaluation process. Under no circumstances is any of the information contained in this Proposal to be used, disseminated, disclosed or otherwise communicated to any other person or entity, including but not limited to other persons or entities providing Plan Sponsor or Recipients with a Proposal for a benefits plan.

CIGNA and THE BOON GROUP

CIGNA companies are providers of employee benefits, health care coverage, and insurance products to businesses and individuals worldwide. "CIGNA" or "CIGNA HealthCare" refers to various operating subsidiaries of CIGNA Corporation. Products and services are provided by these subsidiaries and not by CIGNA Corporation. These subsidiaries include Connecticut General Life Insurance Company, Tel-Drug, Inc. and its affiliates, CIGNA Behavioral Health, Inc., Intracorp and HMO or service company subsidiaries of CIGNA Health Corporation and CIGNA Dental Health, Inc.

The Boon Group, Inc. (The Boon Group®) is the parent holding company of The Boon Insurance Agency, Inc., Foundation Benefits Administrators, Inc., and Contractors Employee Benefits Administration, Inc. (CEBA®). The Boon Group has over 20 years of experience in designing and providing products and services to employers who sponsor health and welfare benefit plans for part-time and hourly employees. Products are marketed through The Boon Insurance Agency, Inc., and administrative services are provided by CEBA and Foundation Benefits Administrators, Inc.

HEALTHY REWARDS PROGRAM

Healthy Rewards® is included as an integral component of the plan. Healthy Rewards is not a covered benefit or an insurance program. Healthy Rewards is separate from plan benefits and the discounts cannot be applied to any co-payment or coinsurance for services covered under the plan.

CONTRACT CAVEATS

This Proposal assumes our standard Trust Participation Agreement will be signed prior to the effective date of insurance coverage. Additional documents that must be signed before coverage will be effective include (a) The Boon Group Fee Disclosure; (b) the Authorized Representative Form; (c) the Disability Services Agreement, if the Plan Sponsor includes disability benefits under the plan; and (d) the COBRA Services Agreement, if the Plan Sponsor elects to have COBRA Services provided by Foundation Benefits Administrators. Until all appropriate documents have been signed by the Plan Sponsor, no collateral materials, including the participants' identification cards or policy certificate books will be provided. Coverage will only become effective after all signed contracts have been received by Contractors Employee Benefits Administration, Inc.

FINANCIAL CAVEATS

Rate guarantees, if any, are valid only if in writing and set forth on the Rate Page issued as part of this Proposal. Rate guarantees, if any, are subject to all terms, conditions, key assumptions, and contingencies herein, as well as to execution by you of final documentation setting forth the terms of the agreement for participation in the coverage offered under the CIGNA insurance policy. This Proposal supersedes any previous oral or written communication between you and CIGNA, The Boon Group®, or any of their agents or representatives with respect to the subject matter of this Proposal.

At CIGNA's option, this Proposal, and any rate, trend, or other guarantees included in agreements arising from this Proposal, shall be void in the event of Federal or State action, affecting our ability to meet our obligations to you, to our insureds or members, or to the CIGNA contracted providers. By way of illustration, such legislative or executive actions which impose controls or requirements that affect: our ability to determine rates; covered medical expenses or service benefits; providers' delivery of care or the fees they charge; or, our contracts with providers, may be deemed to so affect our contractual obligations. Should this happen, we will make a good faith effort to work with you to reach a new agreement that equitably reflects the circumstances as altered by government action.

MedPlus Exclusions & Limitations

The Policy does not cover expenses incurred resulting from:

(a) suicide or any attempt thereat, while sane or insane, or any intentionally self-inflicted injury or Sickness. This exclusion does not apply if the loss is as a result of a Medical Condition or an act of domestic violence;
(b) rest care or rehabilitative care and treatment;
(c) cosmetic surgery or care or treatment solely for cosmetic purposes, or complications there from. This exclusion does not apply to cosmetic surgery resulting from an Accident if performed on a Covered Person within 12 months of the date of the Accident;
(d) the purchase or fitting of hearing aids;
(e) care rendered by a Hospital or facility owned or operated by any agency of the government for service-related conditions. A governmental agency includes City, County, State or Federal Government. No claim will be reduced or denied solely on the ground of confinement in such a Hospital if the Insured is legally required to pay;
(f) charges for immunizations, except as provided by the Child Health Supervision Services Benefit and as shown in the Schedule of Benefits;
(g) voluntary abortion, except with respect to the Insured or covered Dependent spouse:
    (1) where such person's life would be endangered if the fetus were carried to term; or
    (2) where medical complications have arisen from an abortion;
(h) pregnancy of a Dedendent child;
(i) the treatment of mental illness or functional or organic nervous disorder, regardless of cause, except as shown in the Schedule of Benefits;
(j) participation in a riot, civil commotion, civil disobedience, or unlawful assembly. This does not include a loss which occurs while acting in a lawful manner within the scope of authority;
(k) commission of a felony;
(l) participation in a contest of speed in power driven vehicles, parachuting, or hang gliding;
(m) air travel except:
    (1) as a fare paying passenger on a commercial airline on a regularly scheduled route;
    or
    (2) as a passenger for transportation only and not as a pilot or crew member;
(n) intoxication;
(o) alcoholism; except as shown in the Schedule of Benefits;
(p) drug use, unless such drugs were taken on the advice of a Physician and taken as prescribed, except as shown in the schedule of benefits;
(q) sex changes;
(r) blood or blood plasma which is replaced at no charge to the Covered Person;
(s) experimental treatments, drugs or surgery;
(t) the reversal of tubal ligation and vasectomies;
(u) artificial insemination and in-vitro fertilization;
(v) contraceptive materials, devices or medications (except oral contraceptives) or infertility medications, except as otherwise required by law;
(w) treatment of exogenous obesity or weight control;
(x) charges for machines used for exercise or used to control the humidity or purity of the air such as: whirlpool; sauna; swimming pool; air purifiers; and electronic filters;
(y) charges which the Covered Person is not legally required to pay or charges which would not have been made if no coverage had existed;
(z) Accident or Sickness arising out of and in the course of any occupation for compensation, wage or profit. Expenses which are payable under Occupational Disease Law or similar law whether or not application for such benefits has been made; or
(aa) charges for air or ground ambulance service, unless an Ambulance Benefit is shown as applicable on the Schedule of Benefits.

In addition to the Exclusions and Limitations for all coverages, the following expenses are not covered under the Out-Patient Physician Visit Benefit, the Out-Patient X-Ray and Laboratory Benefit, the Supplemental Accident Benefit, and the Out-Patient Prescription Drug Benefit:

(a) any expenses incurred as an in-patient while confined to a Hospital:
(b) charges for routine eye examinations or fitting of glasses;
(c) charges for dental examinations or dental care other than expenses resulting from accidental injury; and
(d) charges which are covered under any other part of this Plan.

In addition to the Exclusion and Limitations for all coverages, the following expenses are not covered under the Dental Care Benefit:

(a) Class B expenses incurred during the first 12 months of coverage, unless the Insured provides proof of the coverage under a prior dental plan. However, credit is available only if the Insured notifies the Employer of such prior coverage, and fewer than 63 days elapse between coverage under the prior plan and coverage under this Plan, exclusive of any waiting period. Credit will be given for each day of coverage under all prior creditable coverage, provided fewer than 63 days elapsed between coverage under any two plans;
(b) replacement of existing dentures or bridgework less than five years old, or for replacement because of loss or theft;
(c) charges for orthodontics, unless shown in the Schedule of Benefits;
(d) charges for services with respect to congenital malformations (other than for a newborn child of the Insured);
(e) charges for dental care which are covered under any other part of this Plan;
(f) charges by anyone other than a Dentist, except for charges for dental prophylaxis performed by a Dental Hygienist, under the supervision and direction of a Dentist;
(g) charges for more than one fluoride treatment, one dental prophylaxis, or one bite-wing x-ray in a six-month period; and
(h) charges for more than one complete mouth x-ray in a two-year period.

In addition to the Exclusions and Limitations for all coverages, the following expenses are not covered under the Vision Care Benefit:

(a) charges for more than one routine eye exam in 12 consecutive months;
(b) charges for more than one pair of eye glasses including lenses and frames, or one pair of contact lenses within 24 consecutive months;
(c) charges for eye glasses or contact lenses not prescribed by an eye doctor;
(d) charges for sunglasses, plain or prescription, safety lenses, or goggles;
(e) charges for radial keratotomy or similar surgery done in treating myopia; and
(f) charges for eye surgery, or vision charges which are covered under any other part of this Plan.

This summary of benefits is intended to provide highlights of the plan. It does not replace or supplement the policy and or certificate booklet.

FORM LW-8.5

COST METHODOLOGY FOR CONTRACT: ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES, ZONE 5C, CHARTER OAK

PROPOSER: SUPERIOR PROPERTY SERVICES, INC.

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				
Graffiti Abatement Crew		8	8	8	8	8		40	2080	9.65	$ 20,072
Graffiti Abatement Crew				4		4		8	416	9.65	$ 4,014
GAC - Pressure Washing			2			2		4	208	9.65	$ 2,007
Supervisor-Quality Control Inspector		2			2			4	208	10.5	$ 2,184
											$

Comments/Notes:		
(4) bonuses	Total Annual Salaries	$ 28,278
	(1) Vacations, Sick Leave, Holiday	$ 1,697
	(2) Health Insurance **	$ 6,406
	(3) Payroll Taxes & Workers' Compensation	$ 7,352
	(4) Welfare and Pension	$ 1,414
	Total Annual Employee Benefits (1+2+3+4)	$ 16,869
	(5) Equipment Costs	$ 5,955
	(6) Service and Supply Costs	$ 6,385
	(7) General and Administrative Costs	$ 3,393
	(8) Profit	$ 7,808
	Total Annual Other Costs (5+6+7+8)	$ 23,541
	TOTAL ANNUAL PRICE	$ 68,688

* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.

** Living Wage rate shall be at least $11.84 per hour.

*** Minimum cost for health insurance is $2.20/hour if hourly wage rate is between $9.64 and $11.84, unless exemption from Living Wage requirements has been granted by the County.

This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, should total to the Proposer's annual price as quoted in Form PW-2, Schedule of Prices.

The above information was compiled from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the requirements the proposal.

Superior Prop. Svc. — Name of Proposer

Signature

1/27/09 — Date

LARRY DeCroma, Pres.

REFERENCE LETTERS

FRANK J. WILLS
Chief of Police

December 19, 2008

Ron Bruneck
Superior Property Services
9129 Perkins Street
Pico Rivera, CA 90660-4512

Dear Superior Property Services:

Thank you for your graffiti removal service in the City of West Covina over the last few years. The presence of graffiti, in any city, is a direct reflection on the community and how the community deals with crime. The City of West Covina has a zero tolerance towards graffiti and Superior has helped us with this goal.

Besides being very responsive to the needs of the community, you have acted quickly to removing the graffiti from the well-traveled streets as well as in our parks and highly visible public areas.

In the past when an area had to be painted over it often did not match previously painted areas. This was almost like leaving a calling card to taggers to return. With the addition of your custom paint matching systems on your service trucks this will improve your onsite paint matching capabilities. This new system will help in the overall appearance of the community and benefit everyone.

I have also heard you will be going GREEN in a few months with the addition of your new propane pressure washer and full water recovery and recycling units. It sounds like Superior has done their homework to incorporate the latest technology in graffiti removal. This will be an added benefit for the community and the environment.

Your mission of removing graffiti from the City of West Covina is a never-ending task, which is quite challenging to say the least. I commend you, your staff and your standard of excellence in keeping West Covina graffiti free. We believe that you are setting the standards for graffiti removal, keep up the good work.

Sincerely,

FRANK J. WILLS
Chief of Police

1444 West Garvey Avenue South · P.O. Box 2166 · West Covina · CA 91793 · Phone (626) 939-8500 · Fax (626) 939-8679

January 5, 2008

Re: Letter of Support

To whom it may concern,

Superior Property Services has been providing graffiti removal services on a weekend basis to the City of Colton for the past two and half years. In the past three years Superior Property Services has provided satisfactory work. Graffiti is removed within the specified time required by the City and requested work is completed in a timely manner. In addition, Superior Property Services has been responsive to the City needs and any of our requests or concerns.

If you have any further questions please do not hesitate to contact me at (909) 370-5193.

Thank you,

Dennice Raygoza

Dennice Raygoza
Administrative Analyst
Department of Public Works
City of Colton
(909) 370-5065

CIVIC CENTER
650 N. La Cadena Drive
Colton, CA 92324
(909) 370-5099

ORANGE COUNTY
PublicWorks
Our Community. Our Commitment.

Bryan Speegle, Director
300 N. Flower Street
Santa Ana, CA

P.O. Box 4048
Santa Ana, CA 92702-4048

Telephone: (714) 834-2300
Fax: (714) 834-5188

December 17, 2008

To Whom It May Concern:

I am pleased to recommend Superior Graffiti Abatement to anyone considering the use of their services. They have been providing supplemental graffiti abatement services to the County of Orange. Their primary responsibility has been graffiti removal in the County's flood control channels.

It has been a pleasure dealing with the friendly staff of Superior. They are dependable, professional and responsive in meeting all of our requests, including the specifications of our RFP.

Superior has provided quick response, detailed follow-up reports, good communication with my staff, and have been terrific to work with. It is without reservation I provide this letter of recommendation for Superior. If you have any further questions, please feel free to contact my office.

Sincerely,

Eileen DePuy
Manager, Operations & Maintenance/Special Projects

CITY OF CLAREMONT

Community Services Department

1616 Monte Vista Avenue
Claremont, CA 91711-2913
FAX (909) 445-7822
www.ci.claremont.ca.us

Director • (909) 399-5432
Trees • (909) 399-5431
Maintenance • (909) 399-5431
Solid Waste • (909) 399-5431
Oak Park Cemetery • (909) 399-5487

February 20, 2007

Superior Property Services Inc.
Attn: Nancy Hernandez
1415 East McFadden Avenue, Suite D
Santa Ana, CA 92705

Dear Ms. Hernandez,

I just wanted to send you a quick note to let you know how much we appreciated your effort last Friday to get someone into the city to respond to the graffiti located at 144 North Indian Hill Boulevard.

The business owner called us immediately to commend the service that your company provides. If there are any additional expenses associated with this call out, please indicate them on your next invoice.

Once again, thank you for the excellent service.

Sincerely,

Stacey Niemeyer
Management Analyst

LAND USE SERVICES DEPARTMENT

385 North Arrowhead Avenue • San Bernardino, CA 92415-0187
(909) 387-4141 • Fax (909) 387-4288
http://www.sbcounty.gov/landuseservices

COUNTY OF SAN BERNARDINO
PUBLIC AND SUPPORT SERVICES GROUP

MICHAEL E. HAYS
Director

March 7, 2006

To Whom It May Concern:

Since October 2004, the County of San Bernardino Land Use Services Department - Code Enforcement Division has contracted with Superior Property Services to provide graffiti removal in the unincorporated CDBG qualified areas of the Second Supervisorial District.

Superior Property Services has provided the personnel, supplies, and equipment necessary to respond to the County's complaints in this area. They have worked hard to provide the requested services and meet the required response time frames.

Based on this experience I would recommend Superior Property Services for graffiti removal services. If you have further questions or wish to discuss Superior's performance, feel free to call me (909-387-4148).

Sincerely,

Ruth M. Rice, Administrative Supervisor II
County of San Bernardino
Land Use Services Department

LAND USE SERVICES DEPARTMENT

COUNTY OF SAN BERNARDINO
PUBLIC AND SUPPORT
SERVICES GROUP

MICHAEL E. HAYS
Director

CODE ENFORCEMENT DIVISION
385 North Arrowhead Avenue • San Bernardino, CA 92415-0185
(909) 387-4044 • Fax (909) 387-4243

October 27, 2005

To Whom It May Concern:

RE: SUPERIOR PROPERTY SERVICES, INC

Please be informed that CodeEnforcement Division has been contracting with this company for grafitti removal services. The company has provided excellent service to this Division and the community they work at. They have made our job easier with their "can-do attitude" and willingness to help.

I highly recommend Superior Property Services for any and all grafitti removal services. If I can be of any assistance, please call.

ARNIE GUILLERMO, Supervisor
Code Enforcement Division

MARK UFFER
County Administrative Officer

NORMAN A. KANOLD
Assistant County
Administrator
Public and Support
Services Group

Board of Supervisors
BILL POSTMUS, Chair . . . . . First District
PAUL BIANE, Vice Chair . . . . Second District
DENNIS HANSBERGER. . . . . Third District
GARY OVITTS . . . . . Fourth District
JOSIE GONZALES . . . . . Fifth District

COUNTY OF ORANGE

RESOURCES & DEVELOPMENT MANAGEMENT DEPARTMENT

Bryan Speegle, Director
300 N. Flower Street
Santa Ana, CA

P.O. Box 4048
Santa Ana, CA 92702-4048

Telephone: (714) 834-2300
Fax: (714) 834-5188

March 3, 2006

Superior Property Service
Larry DeCrona
1415 E. McFadden Suite D
Santa Ana, Ca. 92705

To Whom It May Concern:

This is a letter of reference for Superior Property Service.

This company has been doing graffiti removal, painting and steam cleaning for various County of Orange facilities for the past five and half years.
The company has performed in a satisfactory manner.

If you have any questions regarding Superior Property Service, please do not hesitate to give me a call at 714-567-7750.

Sincerely,

Norman Hamaker
Contract Services Supervisor

FACILITIES OPERATIONS
1143 East Fruit Street
Santa Ana, CA 92701-4204

TELEPHONE: (714) 567-7744
FAX: (714) 567-7721

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

JAMES A. NOYES, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE: AS-0

November 19, 2002

To Whom It May Concern:

SUPERIOR PRESSURE WASHING, INC.

Superior Pressure Washing, Inc. (Superior) served as our graffiti removal contractor from July 1, 1997 to June 30, 2002. Over the past five years, Superior has administered 14 contracts within the County. Superior has proved to be very effective and timely in removing graffiti throughout the unincorporated areas that they served. The graffiti was professionally removed within the 48 hours and 24 if obscene, sometimes being removed in the same day. The Los Angeles County Board of Supervisors and the community, in which this contractor serviced, were highly satisfied with the services provided. Due to our bidding process, Superior was outbid for the fiscal year 2002-2003.

If you have any questions, please feel free to call me at (626) 458-4091.

Sincerely,

Valerie J. Hill
Graffiti Abatement Program Manager

VH:tr/P:Larry

Epoch
Construction
BUILDING CONFIDENCE

7062 Convoy Court
San Diego, CA 92111

License #774382

Toll Free 888-932-6200
San Diego 858-560-0698
Orange Cty. 949-752-5252
Facsimile 888-932-6206

epochconstruction.com

November 18, 2004

To Whom It May Concern:

The first work I contracted with Superior Property Services was for the final construction clean, of an 880-unit apartment rehab. At the time, we had several other rehab projects going, and none of our existing contractors could stretch to include this project. Superior provided excellent service on this project, even though the first 60 days of this project had an extremely demanding turn schedule.

Within weeks of the start of that project, I needed to replace a final clean contractor on another project. Ron Bruneck provided same day pricing and next day service without a hitch, in an industry that I cannot think is any thing less than a challenge to find responsible staff.

Consistently meeting rehab schedules is not a simple accomplishment. Superior Property Services is a pleasant anomaly in this industry; they provide competitive pricing, on-time performance, and exceed normal levels of expectations in their scope of work. I wouldn't hesitate to call on them for what may seem otherwise "impossible".

Sincerely,

Marlene Tamasuackas
Executive Project Manager

Godbey-Monroe
General Contracting

September 30, 2002

To whom it may concern:

Godbey-Monroe, Inc. has been involved in the construction of mini storage facilities and office buildings in Southern California for many years. In the construction business it is extremely important to find subcontractor's who are dependable and will stand behind their work. Superior Property Services, Inc. is one of those vendors.

Superior Property Services, Inc. has provided the final clean on over two dozen of our projects, and has always met or exceeded our expectations. Several of our project supervisors have commented what a great job Superior has done.

Superior has developed innovative ways of final construction clean-up of our buildings to maximize efficiency and time. We highly recommend Superior Property Services, Inc. to anyone that is looking for a reputable, dependable and professional contractor.

If you have any further questions, feel free to contact my office.

Sincerely,
GODBEY MONROE, INC;
A CALIFORNIA CORPORTATION

Larry Damato
Project Manager

LD/nz

23181 La Cadena, Suite 101 - Laguna Hills, CA 92653-1479 - Contractor's License #727742
(949) 461-3990 - (949) 461-3984/Fax

LOS ANGELES UNIFIED SCHOOL DISTRICT
Local District 5

Rowan Avenue Elementary School

600 South Rowan Avenue Los Angeles California 90023
(323) 261-7191 FAX: (323) 261-0610
5013C Tax ID# 95-6101193

Roy Romer, Superintendent of Schools
Carmen Schroeder, Local Superintendent

Frank Beltrán, Principal
Patricia Ann Staten, Asst. Principal
Sylvester Harris III, Asst. Principal

July 7, 2005

Dear Superior Graffiti Services,

On behalf of Rowan Ave Elementary School and the surrounding community, we thank you so much for your generous contribution to our East LA Mural Painting Day on June 25th, 2005. We sincerely appreciate your donation of 1800 square feet of paint primer and graffiti protective coating, as well as the time and services provided by your crew. Included is a certificate of appreciation from County Supervisor Gloria Molina acknowledging your significant contributions. We could not have had such a successful event without your support.

Over 350 community members including students from Rowan Ave ES, Hollenbeck MS, Stevenson MS, Garfield HS, and Roosevelt HS enjoyed participating in the Mural Day together. We also had many family members, community organizations, media, and representatives of School Board member David Tokofsky and Supervisor Gloria Molina in attendance. The event was truly a community effort, encompassing over 20 participating organizations and donors. We gratefully acknowledged your contribution on a poster displayed at our welcome table.

The beautiful mural, located on Princeton St. between S. Rowan and S. Eastman, spans 300 feet. It tells the story of the history of the East Los Angeles area, celebrating cultures from the Aztecs to the Gabrieleños, local Native American inhabitants. The mural serves a dual purpose: to deter graffiti for years to come, and to teach a lesson about heritage, respect, and knowledge. The huge success of this event was a testament to the entire community that together we can create positive changes in our world.

We invite you to come and see this wonderful piece of community art at any time. Once again, thank you for helping make this empowering day possible.

Sincerely,

Pearl Chang Esau, Mural Day Coordinator

Francisco Beltrán, Principal

Patricia Staten, Assistant Principal

Sylvester Harris, Assistant Principal

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169

LEROY D. BACA, SHERIFF

(323) 264-4151

March 29, 1999

Superior Property Service
Mr. Larry DeCrona
1415 East McFadden Avenue, Suite D
Santa Ana, California 92705

Dear Mr. DeCrona:

I would like to take this opportunity to extend our appreciation and thanks for your efforts and support. The East Los Angeles Sheriff's Station "VIDA" program has had a close working relationship with you in a joint effort to keep the city free of the unsightly graffiti. Not only do you keep the new graffiti off the buildings and walls, but you do this at a great risk to your employees. I recall our units going into the field in order to provide security for your crews, because of gang threats and attempts to stop you in your effort to remove the unsightly graffiti.

You have worked closely with the "VIDA" program in providing tools and materials so that the young boys and girls can also remove the graffiti they help to put on the walls of our city. You take the time to help teach them how to properly paint walls and how to paint vines, which is an excellent deterrent for future graffiti.

We sincerely hope that our working relationship and joint effort to keep East Los Angeles graffiti free will continue for years to come.

Sincerely,

LEROY D. BACA, SHERIFF

T. Angel

Thomas P. Angel, Captain
East Los Angeles Station

A Tradition of Service

LEROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169
(626) 285-7171

August 16, 1999

Mr. Larry DeCrona
Superior Property Services
Superior Pressure Washing, Inc.
1415 East McFadden Avenue, Suite D
Santa Ana, California 92705

Dear Mr. DeCrona:

On August 3, 1999, personnel from the Temple Sheriff's Station and members of the South San Gabriel Community Advisory Committee conducted a community barbeque for the residents of South San Gabriel, in recognition of the 16th Annual National Night Out. As part of this event, you donated a large supply of "glow sticks" through Supervisor Molina's Field Office in El Monte, to be given to all the children who attended the barbeque. The glow sticks were a big hit with all the children and added a nice touch to the event.

On behalf of the Los Angeles County Sheriff's Department and the members of the South San Gabriel Community Advisory Committee, I would like to thank you for your generous contribution to this event. Your donation helped make the evening a success and created a joyful environment for all the children and their families. It is acts like these that are helping to strengthen the bond between the community and law enforcement.

Additionally, I would also like to thank you for taking the time out of your busy schedule to attend the last South San Gabriel Community Advisory Committee meeting which was held at Temple Station on July 15, 1999. I appreciate your professionalism and your willingness to listen to and work with the residents of this community regarding their concerns about graffiti and its removal.

If at anytime you should need our assistance regarding graffiti in the South San Gabriel community, please feel free to contact Deputy Dana Chemnitzer of my staff at (626) 292-3330.

Sincerely,

LEROY D. BACA, SHERIFF

Neal B. Tyler, Captain
Commander, Temple Station

ATTACHMENT B

Bid Detail Information

Bid Number : PW-ASD 746
Bid Title : Zero-Tolerance Graffiti Abatement Services
Bid Type : Service
Department : Public Works
Commodity : GRAFFITI REMOVAL SERVICES
Open Date : 12/30/2008
Closing Date : 1/7/2009 2:00 PM
Bid Amount : $ 93,000
Bid Download : Not Available
Bid Description : PLEASE TAKE NOTICE that Public Works requests proposals for the contracts for Zero-Tolerance Graffiti Abatement Services (2008-PA058). The total annual contract amount of this service is estimated to be $56,000 for Zone 1G, $87,000 for Zone 2E, $67,000 for Zone 5A, $93,000 for Zone 5B, and $75,000 for Zone 5C. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at http://dpw.lacounty.gov/asd/contracts or may be requested from Mr. Benjamin Sandoval at (626) 458 7334, bsandoval@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

Each area will be evaluated independently and separate contracts will be awarded.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document, including, but not limited to, possessing at the time of proposal submission, a valid and active C-33 State Contractor's license, and the Proposer or its managing employee must have a minimum of three years' experience performing graffiti abatement services.

A Proposers' Conference will be held on Wednesday, January 7, 2009, at 2 p.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room A. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, it may be impossible to respond to further requests for information.

The deadline to submit proposals is Monday, January 26, 2009, at 5:30 p.m. Please direct your questions to Mr. Sandoval at the number above.

Contact Name : Benjamin Sandoval
Contact Phone# : (626) 458-7334
Contact Email : bsandoval@dpw.lacounty.gov
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