



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
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GAIL FARBER, Director

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

January 19, 2010

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

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

31 JANUARY 19, 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**AWARD OF CONTRACTS FOR ZERO TOLERANCE GRAFFITI ABATEMENT
SERVICES WITHIN THE UNINCORPORATED COUNTY AREAS OF
LITTLEROCK, SUN VILLAGE,
PEARBLOSSOM, LONGVIEW, DEL SUR, QUARTZ HILL,
AND LAKE LOS ANGELES ZONES 5E, 5F, AND 5G
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

SUBJECT

This action is to award three contracts for graffiti removal services in zero-tolerance zones within the unincorporated County areas of Littlerock, Sun Village, Pearblossom, Longview, Del Sur, Quartz Hill, and Lake Los Angeles.

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 three contracts and direct the Chair of the County of Los Angeles Board of Supervisors to execute these contracts for Zero-Tolerance Graffiti Abatement Services to Superior Property Services, Inc., located in Pico Rivera, California, for a period of one year commencing on February 1,

2010, with four 1-year renewal options, not to exceed a total contract period of five years servicing in the unincorporated County areas as follows: Zero-Tolerance Zone 5E – Littlerock, Sun Village, Pearblossom, and Longview in an annual sum of \$32,496 and a potential maximum contract sum of \$162,480; Zero Tolerance Zone 5F – Quartz Hill and Del Sur in an annual sum of \$33,492 and a potential maximum contract sum of \$167,460; Zero Tolerance Zone 5G – Lake Los Angeles in an annual sum of \$49,128 and a potential maximum contract sum of \$245,640.

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 contracts for each additional renewal options if, in the opinion of the Director of Public Works, Superior Property Services, Inc., has 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 Littlerock, Sun Village, Pearblossom, Longview, Del Sur, Quartz Hill, and Lake Los Angeles. The work to be performed will consist of graffiti abatement and paint-out projects and is designed to eliminate graffiti as quickly and 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 contractor who has 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 as follow: \$32,496 for Zero-Tolerance Zone 5E – Littlerock, Sun Village, Pearblossom, and Longview; \$33,492 for Zero Tolerance Zone 5F – Quartz Hill and Del Sur; and \$49,128 for Zero Tolerance Zone 5G – Lake Los Angeles; plus 10 percent for each contract for unforeseen, additional work within the scope of work of the contracts. These amounts are based on the monthly prices quoted by the contractor.

Public Works successfully negotiated with the contractor to reduce its rates by slightly over 1.5 percent, which were already the lowest bids, without adding extension years.

The contractor reduced its annual contract amount of \$33,000 to \$32,496 for Zero-Tolerance Zone 5E; \$34,008 to \$33,492 for Zero-Tolerance Zone 5F; and \$49,884 to \$49,128 for Zero-Tolerance Zone 5G. The total annual savings on these three contracts will be \$1,776, and

\$8,880 over the life of the contract if all option years are exercised.

Funding for these services is included in the Fiscal Year 2009-10 General Fund, Road Fund, and Special Road District 5 Fund Budgets. Funds for 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 Superior Property Services, Inc., and approved as to form by County Counsel (Enclosure A). The recommended contracts were solicited on an open-competitive basis and are in accordance with applicable Federal, State, and County requirements. The contractor is in compliance with the requirements of the Chief Executive Officer and your Board.

These contracts contain terms and conditions supporting your Board's ordinances, policies, and programs including, but not limited to: the County of Los Angeles' (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 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 contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

The recommended contractor is Superior Property Services, Inc. These contracts will commence on February 1, 2010, 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 and potential maximum contract sums of \$162,480 for Zone 5E; \$167,460 for Zone 5F; and \$245,640 for Zone 5G.

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

This work is being contracted in accordance with procedures authorized under County Charter, Section 44.7, Part 3, and Chapter 2.121 (Contracting with Private Business) of the Los Angeles County Code. The mandatory requirements for contracting set forth in 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 contractor complies with the requirements of the Living Wage Program (Los Angeles County Code, Chapter 2.201) and agrees to pay its full-time employees providing County services a living wage.

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 August 24, 2009, Public Works solicited proposals from 203 independent contractors and community business enterprises to accomplish this work. Also, a notice of the Request for Proposals (RFP) was placed on the County's bid website (Enclosure B), and an advertisement was placed in the Los Angeles Times.

On September 16, 2009, three proposals were received. The proposals were first reviewed to ensure they met the minimum requirements in the RFP. All proposals having met these requirements were then evaluated by an evaluation committee consisting of Public Works staff utilizing the informed averaging methodology. The committee's evaluation was based on criteria described in the RFP, which included the price, experience, work plan, financial resources, demonstrated controls over labor/payroll record keeping, and references.

Based on this evaluation, it is recommended that these contracts be awarded to the highest-rated, responsive, responsible, and lowest-cost proposer, Superior Property Services, Inc. Public Works has accessed available resources to review and assess the proposed contractor's past performance, history of Labor Law violations, and prior performance on County contracts.

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 Public Works, Administrative Services Division. The original Board Execute should be retained for your files.

Respectfully submitted,

A handwritten signature in black ink that reads "Gail Farber". The signature is written in a cursive, flowing style.

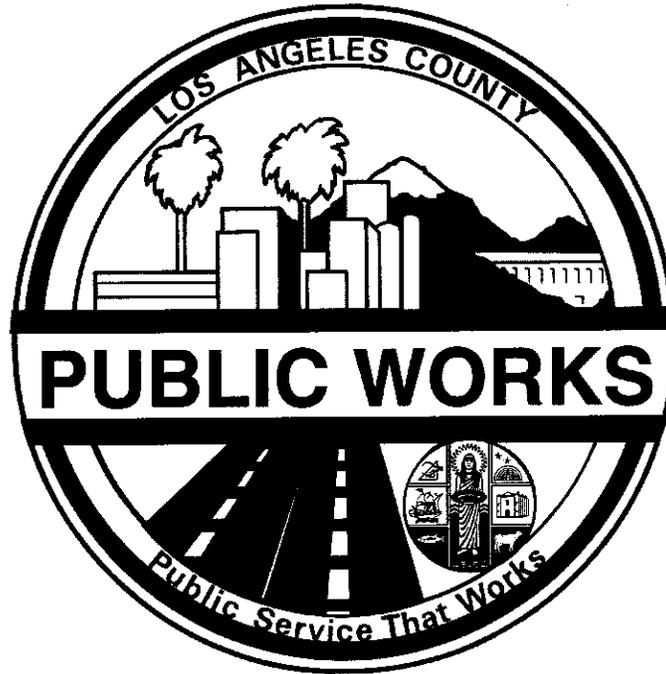
GAIL FARBER
Director

GF:GZ:cg

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

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 5E

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- EXHIBIT E Area Maps**

AGREEMENT FOR
ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES – ZONE 5E

THIS AGREEMENT, made and entered into this 19th day of January, 2010, 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 September 16, 2009, hereby agrees to provide services as described in this Contract for Zero-Tolerance Graffiti Abatement Services - Zone 5E.

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.

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 \$32,496 per year or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's initial term shall be for a period of one year commencing on February 1, 2010, 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 ten days prior to the end of each term. At the sole discretion of the COUNTY, this Contract may also be extended on a month-to-month basis, upon a written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any month, in which case this Contract shall expire as of midnight on the last day of that month.

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

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accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

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

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

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

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

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

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

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

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

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

COUNTY OF LOS ANGELES

By *Gloria Trubian*
Chair, Board of Supervisors

ATTEST:

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



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

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

By *Lachelle Amitherman*
Deputy

By *Lachelle Amitherman*
Deputy

77224

APPROVED AS TO FORM:

ROBERT E. KALUNIAN
Acting County Counsel

By *Carole Suzuki*
Deputy

SUPERIOR PROPERTY SERVICES,
INC.

By *Michael Cronin*
Its President

Larry DeCerna
Type or Print Name

By *Michael Cronin*
Its Secretary

Larry DeCerna
Type or Print Name

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

81 JAN 19 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On Dec. 21, 2009 before me, Kelley Gray, notary public
(Here insert name and title of the officer)

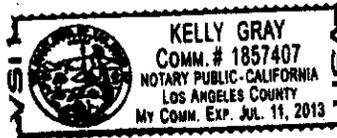
personally appeared Larry DeCrona

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.

Kelley Gray
 Signature of Notary Public



(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 5E – LITTLE ROCK, SUN VILLAGE, PEARBLOSSOM, AND LONGVIEW

A. Public Works Program Manager

Public Works Contract 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

The Work locations are detailed in Exhibit E. If any County unincorporated area of the Zero-Tolerance Zone is not captured in the maps, the County unincorporated area detailed in the Thomas Guide pages provided shall prevail.

- Exhibit E.2 is a map of Zero-Tolerance Zone 5E. (Thomas Guide pages 4377, 4378, and 4197)

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 and objects. 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 5E - a minimum of 0.5 crew

These crew(s) shall be dedicated solely to the zone on the days of operation as specified in subparagraph J.1 of this Exhibit. 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 or designee.

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 to the Work Plan set forth in the Contractor's proposal for this Contract, the Contractor's Staffing Plan and Cost methodology Form (LW-8) submitted for this Contract, and subparagraph 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 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, 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. Public Works will have direct contact with the on-site supervisor for the zero tolerance zone.

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 and follow its Work Plan throughout the entire Contract unless otherwise approved in writing by the Program Manager. Additionally, the Contractor shall:
 - a. Remove vulgar and threatening graffiti (i.e., profane, obscene, racist, gang 187's, or cross-outs) and respond to priority assignments, paint-out projects, and color match corrective painting within 24 hours, seven days a week.
 - b. 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 whether or not original graffiti removal was done by current contractor. 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 of tags removed, address, whether it was private property or in the public road right of way, and square footage of graffiti removed, painted over or pressure washed. The Program Manager or designee may originate graffiti removal work requests and shall receive all completion reports from the Contractor through the Graffiti Abatement Referral System, 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, 2nd Floor, Annex
Alhambra, CA 91803-1331

4. Perform all work necessary to complete this contract in a satisfactory manner and shall provide all personnel, supervision, vehicles, appropriate tools, supplies, materials, equipment, transportation, and other incidentals necessary to perform work.
5. Remove graffiti from all types of surfaces including, but not limited to, wood, metal, signage, stucco, brick, concrete, cinder blocks, sidewalks, smooth concrete, very rough grouted 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. 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 (see subparagraph J.9), 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 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. Graffiti on 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 in 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. Contractor shall provide the contact information of on-site personnel to Program Manager.
7. Only employees employed by the Contractor shall be allowed to provide services under this Contract. Any use of subcontractors shall be deemed a material breach of contract unless expressly authorized in writing by the 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 (if wall has been previously painted), 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. If wall has been previously painted, paint over with water-based paint. The sidewalks shall be clean of all graffiti and graffiti residue (sand). The sidewalks shall be blocked off as needed to maintain the public safety.
4. Curb Facing: Remove all graffiti paint from curb surfaces. The Contractor shall use the standard paint colors (red, blue, yellow, green, and white) depending on the original curb color and/or parking restrictions, as

approved by Public Works. Nonpainted curbs shall be painted using concrete color paint or cleaned with water blasting machines.

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. If previously painted, Contractor shall paint with water-based paint mixed with sand. Please notify Public Works to prepare work area, to make it free of debris prior to removing graffiti off of these footbridges. Pedestrian bridges will have a 72-hour turnaround time upon Public Works completion of initial clean up. The Contractor shall schedule 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 believes that pressure washing may damage it, Contractor will contact Public Works to obtain Consent and Release of Liability from property owner prior to pressure washing.
13. **Brick Walls:** All graffiti shall be removed using a water blasting machine. Painting over shall not be done on a brick 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 mixed with sand. 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.
17. **Metal Light or Traffic Poles:** All graffiti shall be removed by appropriate means, and if paint is used, it shall match existing color.
18. **Electrical boxes, traffic control boxes, telecommunication boxes, etc.,** shall be color matched.

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 Program 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.
2. Safety vests shall be worn at all times by those removing graffiti. 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 storm water 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.

Scope of Work – Exhibit A

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 48 HOURS OF NOTIFICATION.	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.
REMOVE GRAFFITI	DAILY GRAFFITI REMOVED AND/OR PAINTED OVER (COLOR MATCHED) OR REMOVED WITHIN 48 HOURS UPON NOTIFICATION MONDAY THROUGH FRIDAY.	0%	100% INSPECTION ON A PERIODIC BASIS; COMPLAINTS.	50% OF TOTAL MONTHLY AMOUNT OF CONTRACT COST.	\$50 PER COMPLAINT NOT RESPONDED TO 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 murals. Not all murals are intended to be "permanent" artworks. Please refer any request from the public for removal of graffiti or removal of a temporary "memorial" mural to the Program Manager.

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

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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, the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

R. Facsimile Representations

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

S. Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor

Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

T. Force Majeure

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

U. Governing Laws, Jurisdiction, and Venue

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

V. Most Favored Public Entity

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

W. Nondiscrimination and Affirmative Action

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

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

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

X. Nonexclusivity

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

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

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

Z. Notice of Delays

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

AA. Notice of Disputes

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

BB. Notice to Employees Regarding the Federal Earned Income Credit

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

CC. Notices

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

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

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

DD. Publicity

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

1. Contractor shall develop all publicity material in a professional manner.
2. During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate commercial advertisements, press releases, feature articles, or other materials using the name of

County without the prior written consent of the Contract Manager. County shall not unreasonably withhold such written consent.

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

EE. Public Records Act

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

FF. Record Retention and Inspection/Audit Settlement

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

material shall be maintained by Contractor at a location in County, provided that if any such material is located outside County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

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

GG. Recycled-Content Paper Products

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

HH. 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.

II. 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.

JJ. 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.

KK. Warranty Against Contingent Fees

- a. 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.
- b. 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/SUSPENSIONS

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

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

B. Termination/Suspension for Convenience

1. This Contract may be suspended or terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Suspension or termination of work hereunder shall be effected by notice of suspension or termination to Contractor specifying the extent to which performance of work is suspended or terminated and the date upon which such suspension or termination becomes effective. The date upon which such suspension or termination becomes effective shall be no less than 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 or suspension under the provisions of this paragraph, it is determined by County that Contractor was not in default under the provisions of this paragraph or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination or suspension had been issued pursuant to this Exhibit's Termination/Suspension for Convenience.
5. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
6. As used herein, the terms "Subcontractor" and "Subcontractors" mean subcontractor at any tier.

D. Termination/Suspension for Improper Consideration

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

E. Termination/Suspension for Insolvency

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

- a. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code, and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - b. The filing of a voluntary or involuntary bankruptcy petition relative to Contractor under the Federal Bankruptcy Code;
 - c. The appointment of a bankruptcy Receiver or Trustee for Contractor;
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/Suspension for Nonadherence to County Lobbyists Ordinance

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

G. Termination/Suspension for Nonappropriation of Funds

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

SECTION 4

GENERAL CONDITIONS OF CONTRACT WORK

A. Authority of Public Works and Inspection

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

B. Cooperation

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

C. Cooperation and Collateral Work

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

D. Equipment, Labor, Supervision, and Materials

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

E. Gratuitous Work

Contractor agrees that should work be performed outside the Scope of Work indicated and without Public Works' prior written approval in accordance with this Exhibit's Amendments, such work shall be deemed to be a gratuitous effort by Contractor, and Contractor shall have no claim, 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 the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers 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 the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature

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

D. General Insurance Requirements

1. Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Paragraph and Paragraph E of this Section. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.
2. Evidence of Coverage and Notice to County - A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
 - a. Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
 - b. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance

Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

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

d. Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Public Works, Administrative Services Division
P.O. Box 1460
Alhambra, California 91802-1460
Attention of: Ms. Barbara Baiz, Contract Manager

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

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

- the Required Insurance provisions herein.
4. Cancellation of Insurance: Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.
 5. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.
 6. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.
 7. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.
 8. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
 9. Subcontractor Insurance Coverage Requirements: Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.
 10. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County,

or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

11. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.
12. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.
13. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.
14. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers shall be designated as an Additional Covered Party under any approved program.
15. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

E. Compensation for County Costs

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

F. Insurance Coverage Requirements

1. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents,

Employees and Volunteers as an additional insured, with limits of not less than:

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

2. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

3. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor is a temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

SECTION 6

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

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

B. Chapter 2.202 of 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.



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).

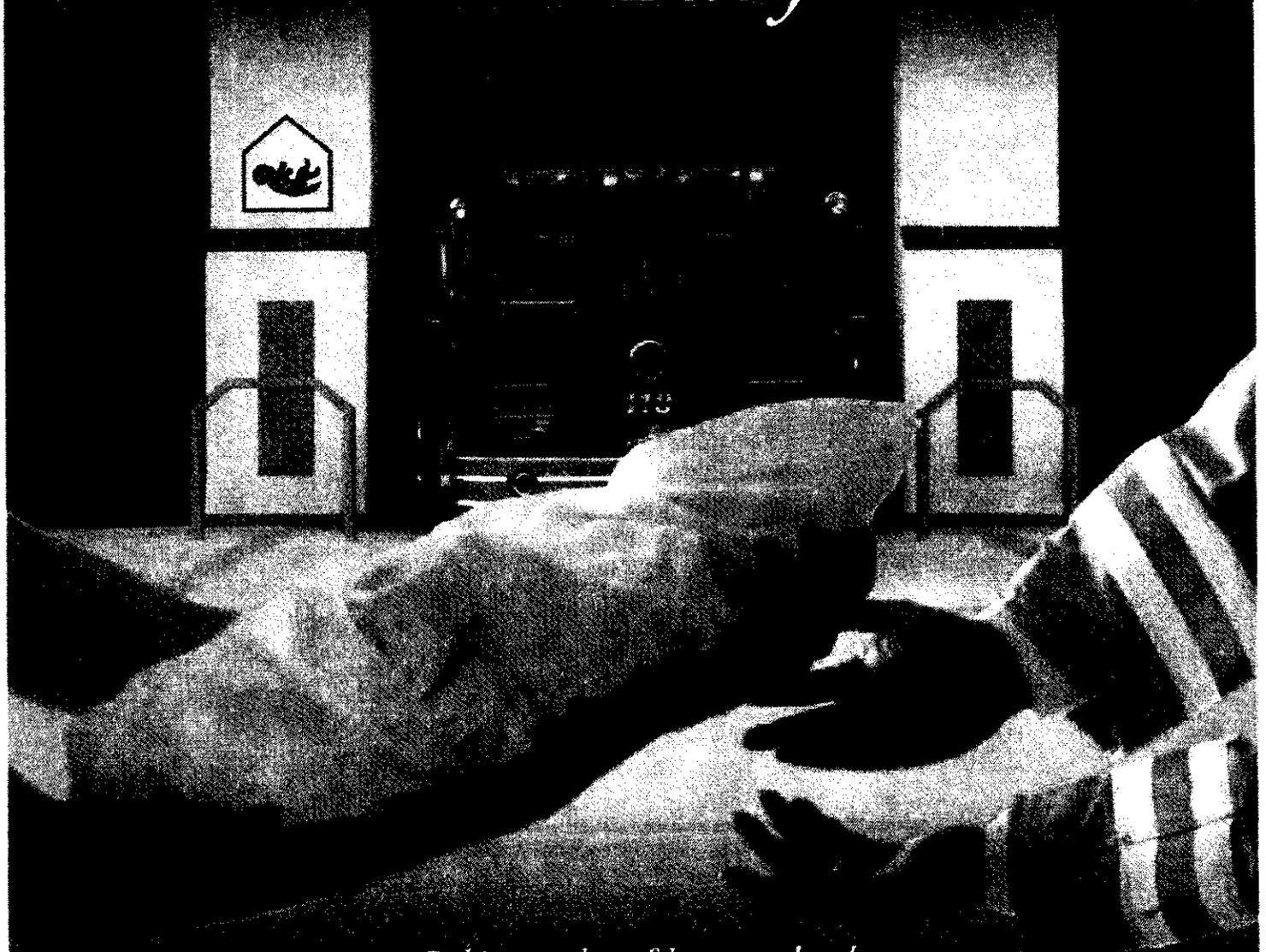
How Do My Employees Claim the EIC?

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.

Safely Surrendered *Baby Law*



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

No shame. No blame. No names.

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

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

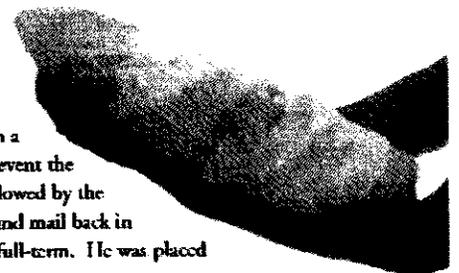
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

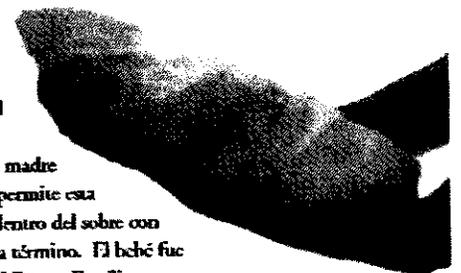
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

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

Historia de un bebé

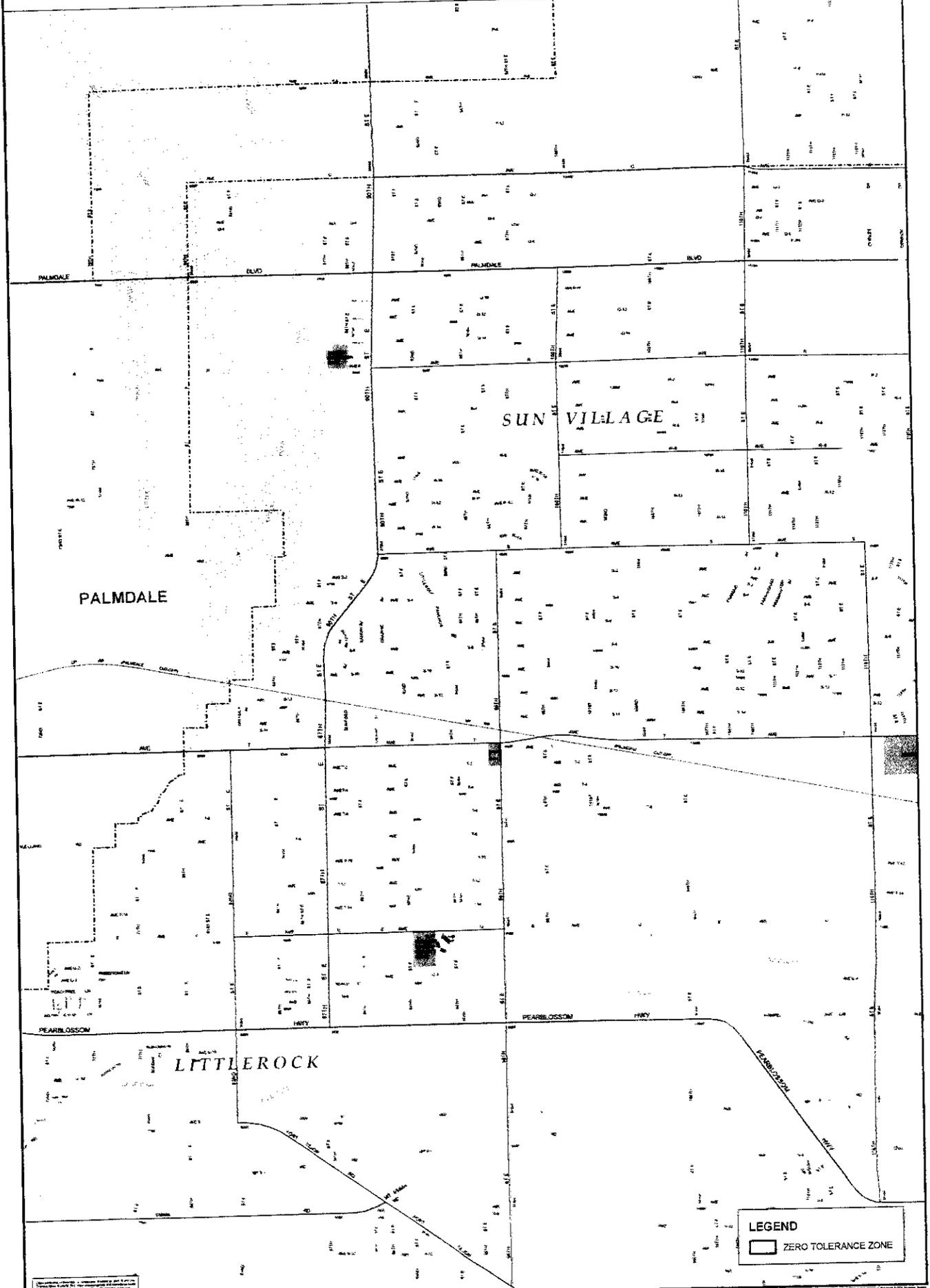
A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre.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



ZERO-TOLERANCE ZONE 5E



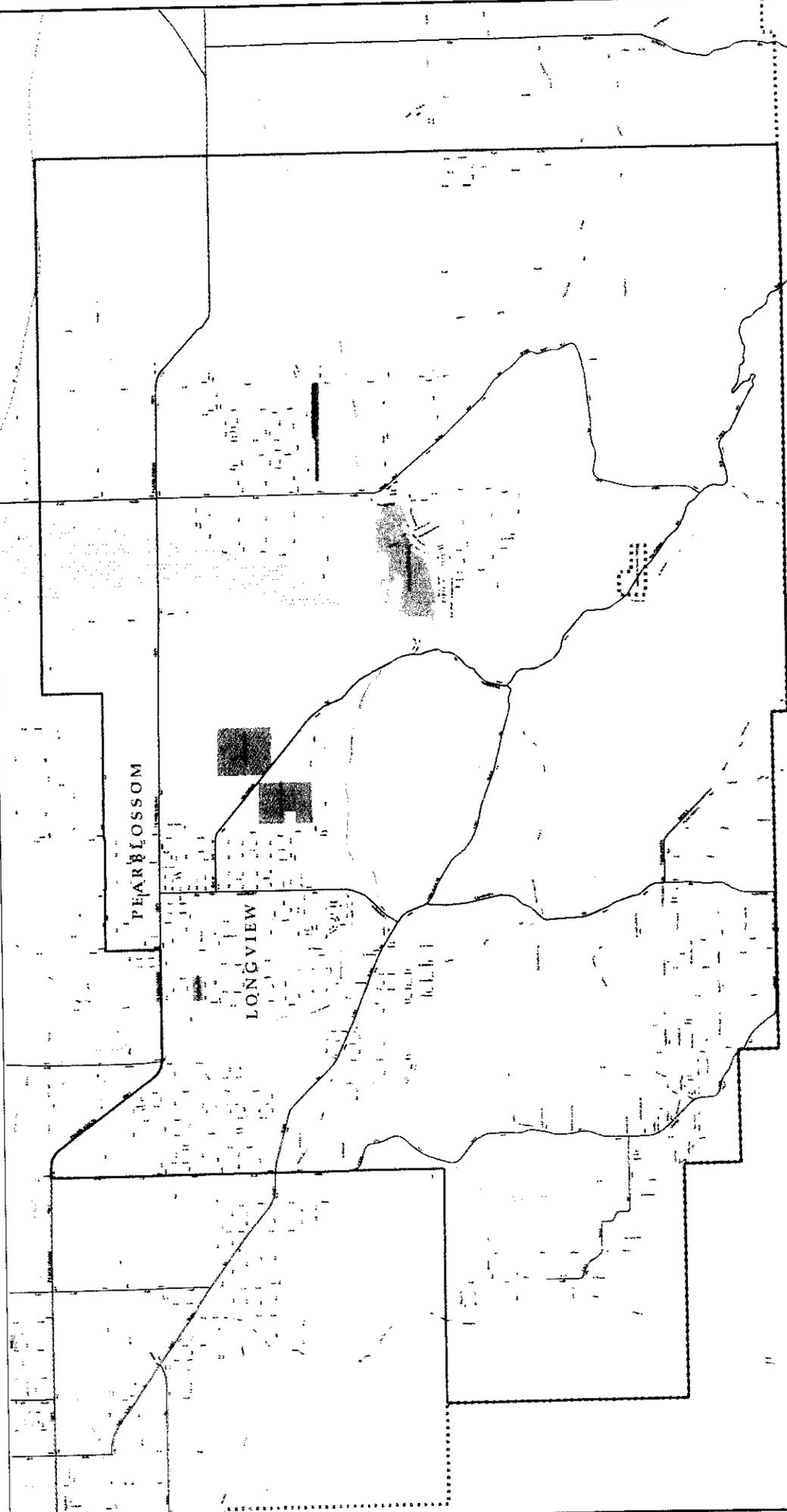
Supervisorial District 2 Zero Tolerance Zone 5E Littlerock / Sun Village



LEGEND
 ZERO TOLERANCE ZONE

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Supervisorial District 5
Zero Tolerance Zone 5E
Pearblossom / Longview



LEGEND

▭ ZERO TOLERANCE ZONE

FOREST

NATIONAL

ANGELES



Map prepared by [unreadable] on [unreadable]

County of Los Angeles
Department of Public Works

Zero-Tolerance
Graffiti Abatement Services
Proposal

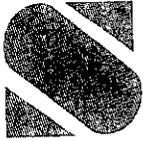
RFP #2009-PA037

September 16, 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

September 16, 2009

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

RE: ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES (2009-PA037)

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 4 zones, including pricing and equipment to be utilized.

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

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.

Larry DeCrona
President

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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.)

2. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY	STATE	ZIP CODE
17671 Irvine Blvd, Suite 106	Tustin	CA	92780

3. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE
9129 Perkins Street	Pico Rivera	CA	90660

4. MAILING ADDRESS OF THE CORPORATION, IF DIFFERENT THAN ITEM 2	CITY	STATE	ZIP CODE
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.)

5. CHIEF EXECUTIVE OFFICER/ NAME	ADDRESS	CITY	STATE	ZIP CODE
Larry DeCrona	12851 View Ridge Drive	Santa Ana	CA	92705

6. SECRETARY/ NAME	ADDRESS	CITY	STATE	ZIP CODE
Larry DeCrona	12851 View Ridge Drive	Santa Ana	CA	92705

7. CHIEF FINANCIAL OFFICER/ NAME	ADDRESS	CITY	STATE	ZIP CODE
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.)

8. NAME	ADDRESS	CITY	STATE	ZIP CODE
Larry DeCrona	12851 View Ridge Drive	Santa Ana	CA	92705

9. NAME	ADDRESS	CITY	STATE	ZIP CODE
Ronald Bruneck	14811 Devonshire	Tustin	CA	92705

10. NAME	ADDRESS	CITY	STATE	ZIP CODE
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

13. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY	STATE	ZIP CODE
Diane M. DeCrona, Esq. 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
DATE

Larry DeCrona
TYPE/PRINT NAME OF PERSON COMPLETING FORM

President
TITLE

Larry DeCrona
SIGNATURE

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](#)

KEVIN SHELLEY
CALIFORNIA SECRETARY OF STATE



GOOD STANDING CERTIFICATE/STATUS PRINTOUT REQUEST

1. THIS DOCUMENT IS BEING PROCESSED FOR: PLEASE COMPLETE SECTION 1 ONLY
ESTE DOCUMENTO SE ESTA PROCESANDO POR: FAVOR DE COMPLETAR SECCION "UNO"

Name/Nombre: ATTORNEYS CORPORATION SERVICE INC.

Address/Direccion: 3021 W. MAGNOLIA BLVD.

Telephone number
Numero de telefono: 818-729-9878

City/Ciudad: BURBANK

State/Estado: CALIFORNIA Zip Code/Numero de distrito postal: 91505

Corporate Name: SUPERIOR PROPERTY SERVICES, INC.
CORP #: C1764613 FILE DATE: 6/2/1995

PLEASE MAKE CHECKS PAYABLE TO SECRETARY OF STATE
FAVOR DE FIRMAEL CHEQUE A: SECRETARY OF STATE

2.

Certificate(s) of Good Standing 1 @ \$ 5.00 each \$ 5.00

Status Printout(s) _____ @ \$ 4.00 each \$ _____

Special Handling 1 @ \$10.00 each \$ 10.00

TOTAL PAID \$ 15.00

CASH CHECK CREDIT M.ORDER
540999

State of California
Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME:

SUPERIOR PROPERTY SERVICES, INC.

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

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

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

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



IN WITNESS WHEREOF, I execute this certificate
and affix the Great Seal of the State of
California this day of January 27, 2009.

Debra Bowen

DEBRA BOWEN
Secretary of State



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 pressure washing services for over 15 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 12 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 pressure washing and 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 continue 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 an integral part of the Superior operation and family.

Francisco Cuenca

Quality Assurance/Warehouse 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.

Rosalinda Equihua

Data Entry

Miss Equihua has been with the company for 2 years, she is experienced in QuickBooks, Word, excel, and PowerPoint presentations. Miss Equihua handles all of our data entry and helps keep all of our computers up and running. She currently is attending Santa Ana College.

Nancy Chavez

Receptionist/Dispatch

Miss Chavez has been with the company for over 3 years. Miss Chavez helps with the office work and answering the phones.

Mario Mendez

Janitorial Supervisor

Mario has been with the company for 6 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
Field 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
Quality Assurance Inspector 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.

THE FACTS

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

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

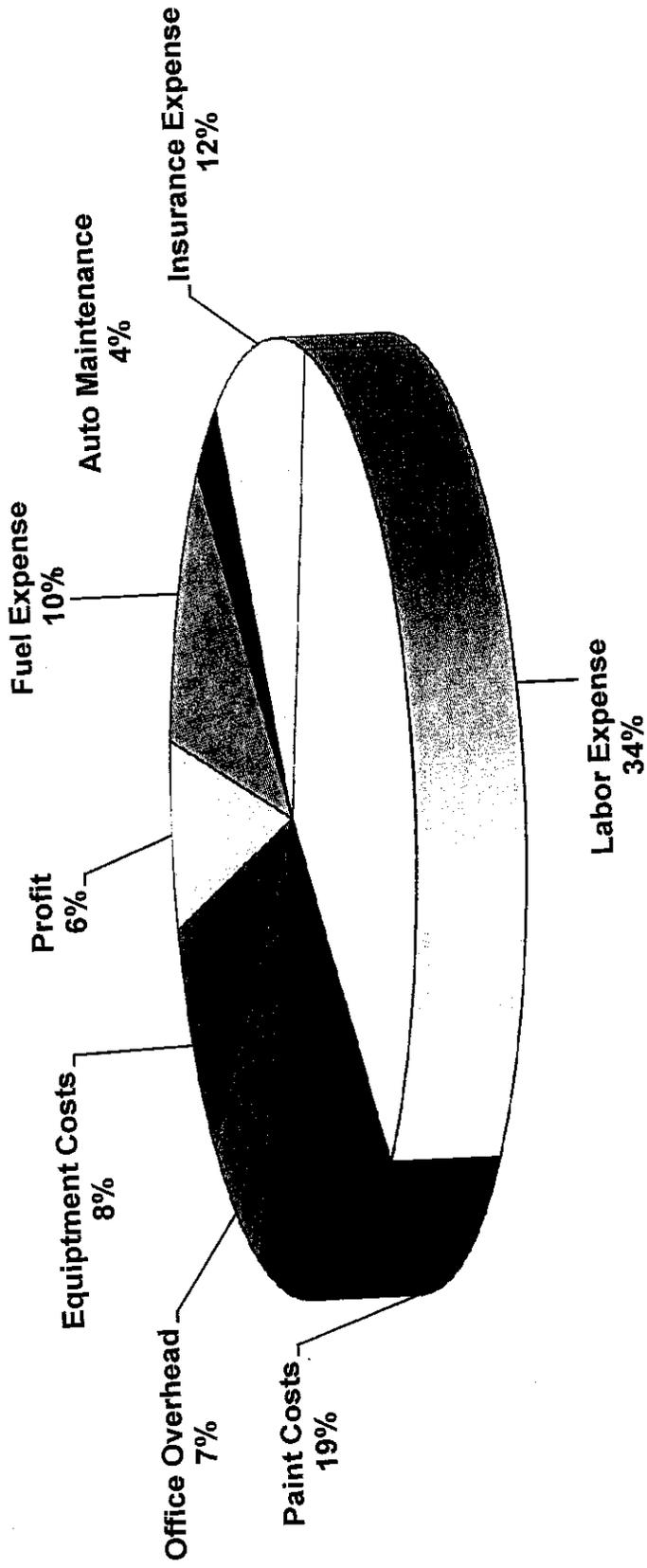
- **33,521 gallons**
 - **Paint used per year**

- **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.

Superior Property Services, Inc.

PROPOSER'S REFERENCE LIST

A. County of Los Angeles Graffiti Abatement Contracts

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

B. Other governmental agencies and private companies

2001 – Current Fiscal Year	County of Orange (Graffiti Abatement Contract) Includes County buildings County Court house interior/exterior County Flood Control Channels
2006 - Current Fiscal Year	City of West Covina (Graffiti Abatement Contract)
Current Fiscal Year	City of Orange (Graffiti Abatement Services)
Current Fiscal Year	City of West Hollywood (Pressure Washing Contract)
2006 – 2009	City of Colton (Graffiti Abatement 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
COUNTY OF SAN BERNARDINO
EPOCH CONSTRUCTION
FLEET FUELS
FOUNTAINGLEN PROPERTIES
GODBAY MONROE
GT BICYCLES
HACKETT MANAGEMENT CORP.
IC MYERS PROPERTIES
KB HOMES
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

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 environmentally friendly 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 maintained these contact areas for the last 3 years. No other company has been able to match our efficiency or productivity as Superior eradicates twice the amount of graffiti on its own without waiting for the County Graffiti 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. Removing graffiti is not rocket science, but it is hard work and requires follow through, common sense and a can do attitude. Our owners, administrators, supervisors and well-trained experienced personnel know what they are doing and do it well. We have regular meetings to discuss training 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. Everyone, from the top down understands our goal of zero tolerance graffiti removal by matching colors as best as possible, water blasting with the recapturing in mind 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 6:30 am 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 tracking system. We are currently using the Graffiti Tracker camera GPS system in conjunction with the County of Los Angeles Sheriff's Department to assist in apprehending high volume taggers

Most of our crews are based out of main warehouse in Pico Rivera which is located near 5 major freeways. 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 a major paint supplier to provide us with new and recycled paint at the lowest prices possible. Our supplier has committed to us for the next 3 years to lock their current prices, provide inventory and stock Superior Graffiti Block paint. They will ship to our warehouses within 12 hours and will stock our products in any of their local stores requested.

Superior is very proud of our X-Rite Color Design color matching system. The hand held sample monitors, software and computers make paint matching fast and accurate. The portable hand held instruments measures the color off the wall and we then process the samples color data characteristics factoring in lighting conditions and the surface. We then have the systems software display the paint mix formula the matches the sample taken with the hand held unit. All these functions are accomplished in a matter of seconds and our 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 help our environment we obtain mismatch paints from paint contractors and paint stores. We remix and re-tint these recycled paints to our existing colors to help 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. We have always taken 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:

Superior has been responsible for the graffiti removal over the last 3 years in all 4 of these areas. We have come to realize these areas are very unique and require constant monitoring.

The downturn in the economy has greatly impacted these areas which in turn has affected both the amount of graffiti and the costs associated with its removal. There has been an increase on the number of vacant and abandoned homes all over the Lancaster and Palmdale area. As a result of this we have seen an increase in the amount of gang activity and graffiti. Plus when fuel costs rise we see a very direct increase in our costs because of enormous spread out areas that need to be patrolled on a regular basis.

Zone 5D

Acton Area

Annual Proposed Price: \$29,508.00

- **1 roving paint crew (5 days/week; 20 hours per week)**
- **1 roving pressure washing crew (2 days/week; as needed)**
- **1 supervisor (2 days/week)**
- **Additional support as needed**

We have had this contract since its inception and are familiar with the area. This area off the antelope Valley Freeway and Sierra highway is sparsely populated mixed with residential and commercial properties. We do not find significant amounts of graffiti, however there are pockets that pose a recurring problem. Portions of this area are within the Angeles National Forest and are at higher elevations; obtaining access to some of the areas is very difficult. Even though there is relatively less activity in this area you still have the expense and time to patrol the entire area on a regular basis sometimes only finding one or two small tags. For every Work Order called into the County Graffiti Hotline, Superior proactively completes 10 work orders on our own. Fortunately, there is very little pressure washing required in this area, so more time can be given to patrolling the area.

We believe that obtaining a solid working relationship with the local business and homeowners in this area should be a key focal point. By developing these working relationships we can be much more efficient in servicing the area. Superior has an excellent understanding of these special requirements of working with the local business and property owners and developing a relationship with the Highway Patrol and local Sheriffs department.

This area would require a one man crew to proactively patrolling the area five days per week to insure that the area was graffiti free and be in a position to respond to work orders within the 48 hours, as required.

In the event that we are awarded more than one of the pending RFP's, we would continue to maintain a small local warehouse space centrally located to the areas. We have hired and trained a fulltime employee from the area. This gives us a stronger presence in the areas, allowing quicker response times; dramatically reducing our travel time and expenses.

Zone 5E

Sun Valley / Little Rock

Annual Proposed Price:

\$33,000.00

- **1 roving paint crew (5 days/week; 20 hours per week)**
- **1 roving pressure washing crew (2 days/week; as needed)**
- **1 supervisor (2 days/week)**
- **Additional support as needed**

This area is near the Palmdale airport and several well established neighborhoods. We found considerable graffiti activity around Little Rock high school. Initially there was very little gang activity in this area. However over the last several years we have seen a steady increase in the amount of gang type graffiti along with a increase in graffiti over all.

Even though this area is smaller in size than some of the other areas it has a greater percentage of graffiti and needs a more concentrated effort. We would spend less time in developing relationships with local business and generate more effort into being more visible and proactive in the removal of graffiti. Over the last year we receive a very low volume of work orders called into the Graffiti Hotline. Almost 95% of all graffiti is found and removed as a result of our proactive approach. We also find that this area results in larger tags (over 150 square feet), with much more pressure washing required. The wood fences and light poles are favorite targets for vandalism.

Our staffing plan would be similar to that of 5D. This area would require a one man crew to proactively patrolling the area five days per week to insure that the area was graffiti free and be in a position to respond to work orders within the 48 hours, as required.

In the event that we are awarded more than one of the pending RFP's, we would continue to maintain a small local warehouse space centrally located to the areas. We have hired and trained a fulltime employee from the area. This gives us a stronger presence in the areas, allowing quicker response times; dramatically reducing our travel time and expenses.

List of Superior Vehicles and Equipment

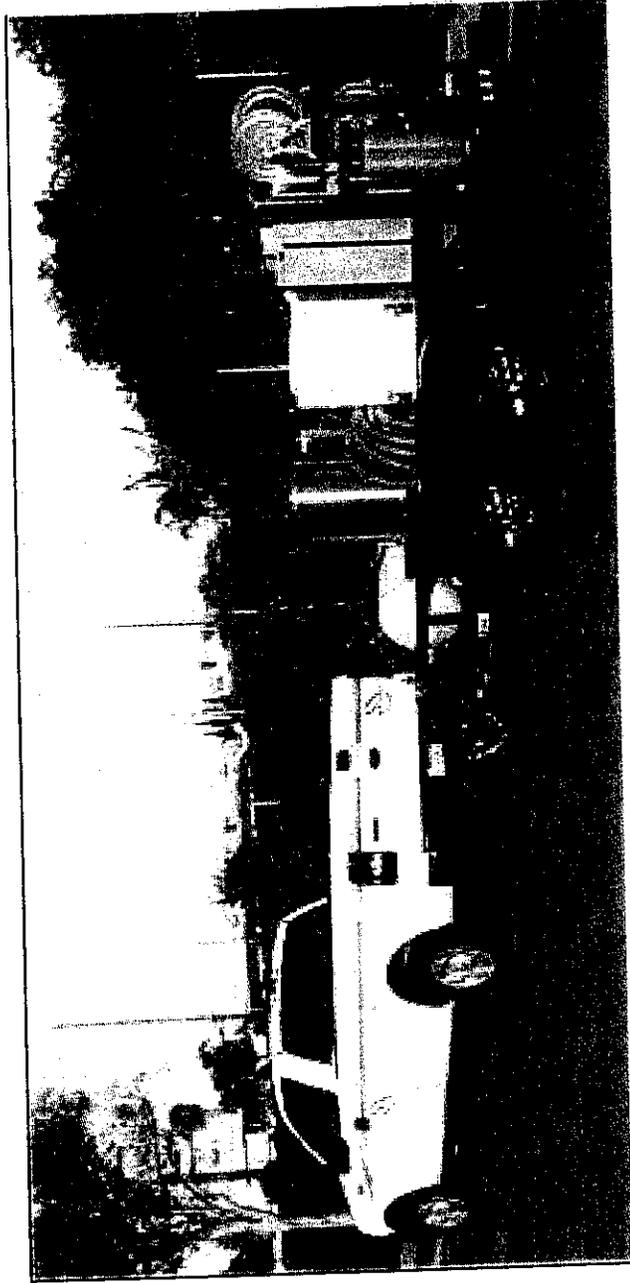


2008 Chevy Silverado Truck
2007 Ford-F150 Long Bed Truck
2005 Ford-F150 Long Bed Truck
2003 Ford 15 passenger Van
2003 Dodge Dakota X/C Truck
2003 Chevy S-10 Flat Bed Truck
2000 Toyota Tundra Flat Bed Truck
2002 F250 Ford Flat Bed Truck
1999 Ford F150 Long Bed Truck
1999 Dodge Dakota X/C Truck
1998 Dodge 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

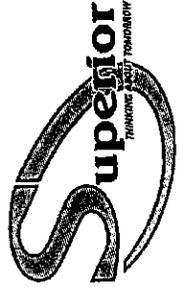
Trailer Mounted Silver Eagle "All Propane" Pressure washer & Water Recovery System
Trailer Mounted Landau Pressure Washer/Steam Cleaner
Trailer Mounted Delco Pressure Washer/Steam Cleaner
Truck Mounted Hydro Blaster Pressure Washer/Steam Cleaner
Truck Mounted Hydro Blaster Pressure Washer/Steam Cleaner
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 Quiet Series EU3000is generator and has the capacity to fully recycle up to 220 gallons of water during recovery.





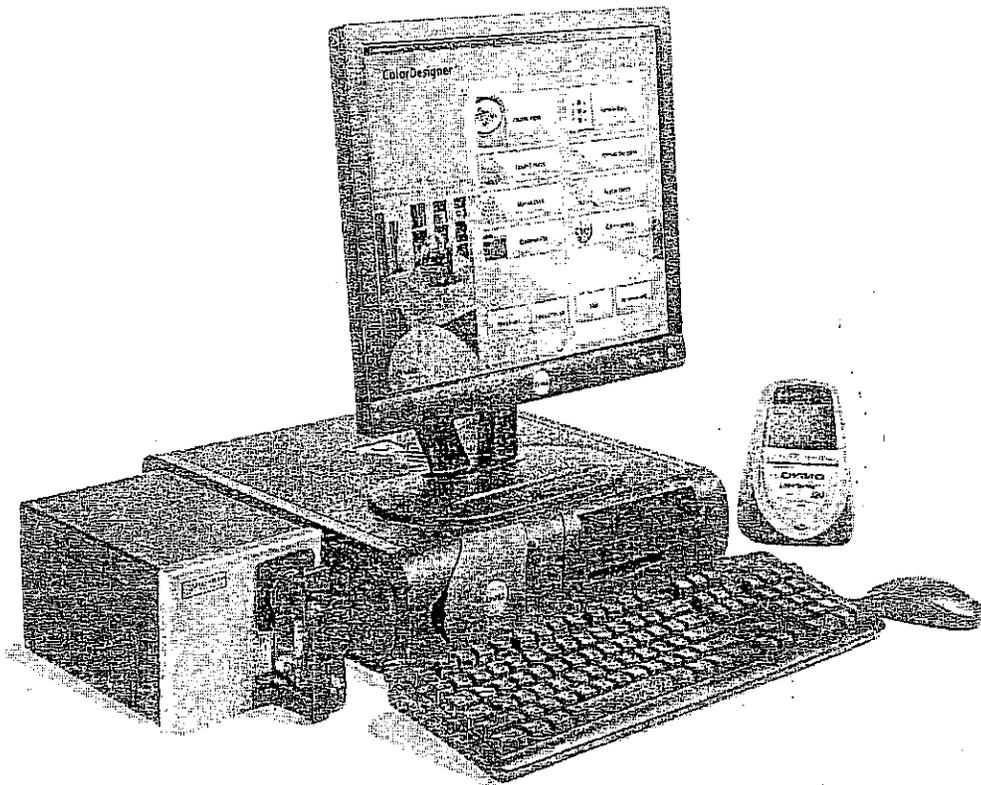
Repeat business. Increased profit. The perfect match.

A contractor starting a job, an interior designer planning for a new client, a homeowner with another project. MatchRite® hand-held, portable color measurement systems can bring this business to you—every time.

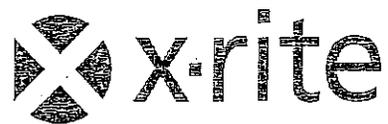
Provide your customers the technology to match colors on-site at the project, build location-specific records within your customer files, and improve their color match accuracy. With MatchRite hand-held, portable color measurement systems you bring your customers value; and they'll bring you the business.



ColorDesigner® 10



Installation Guide





**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 earn 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 policies.

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. If any of these contracts are awarded, we would assign Francisco & Chris to provide infield Supervision, quality workmanship and to insure we are meeting or exceeding the scope of work as outlined in this RFP.

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



LICENSE



State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE



License Number

835687

Entity **CORP**

Business Name

**SUPERIOR PROPERTY SERVICES
INC**

Classification(s)

C33 C61/D38

Expiration Date

04/30/2010





Department of
General Services
 PURCHASING

SUPERIOR PROPERTY SERVICES INC - #26908

SUPPLIER PROFILE			
Legal Business Name	SUPERIOR PROPERTY SERVICES INC		
Doing Business As	SUPERIOR PROPERTY SERVICES INC		
Address	9129 PERKINS ST PICO RIVERA, CA 90660	Phone	(562) 801-9200
		FAX	(562) 801-9230
Email	larry@4superior.com		
Web Page	http://www.4superior.com		
Business Types	Construction Service		
Service Areas	Los Angeles County, Orange County, Riverside County, San Bernardino County, Ventura County,		
Keywords	PROVIDE GRAFFITI ABATEMENT SERVICES, PRESSURE WASHING, STEAM CLEANING AND FINAL CONSTRUCTION CLEAN SERVICES.		
Construction License Types	C-33 - Painting and Decorating D-61 - Gold Leaf Gilding		
Classifications	761116 - Building component cleaning services		

Active Certifications

TYPE	STATUS	FROM	TO
SB (Micro)	Approved	Jan 9, 2009	Jan 31, 2010

Certification History

TYPE	STATUS	FROM	TO
------	--------	------	----



**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

"To Enrich Lives through Effective and Caring Service"



INSURANCE

DATE (MM/DD/YY)
09/03/09



CERTIFICATE OF LIABILITY INSURANCE

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

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

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:	Mount Vernon Fire Insurance Co.	
INSURER B:	Mercury Casualty 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	<input checked="" type="checkbox"/>	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> DEDUCTIBLE \$1,000 <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	CL 2301106B	10/01/08	10/01/09	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B	<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON OWNED AUTOS <input checked="" type="checkbox"/> DED \$1,000	AC11081351	07/23/09	07/23/10	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG
	<input type="checkbox"/>	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				EACH OCCURRENCE AGGREGATE
	<input type="checkbox"/>	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WD8331000409	05/11/09	05/11/10	E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 10 day notice of cancellation for non-payment of premium.
 Beach Center Partners LLC, Micket 5 Points Holdings LLC, Evolution West Management Services LLC, 1000 Bristol Street North #17-118, Newport Beach CA 92660-2906 are hereby recognized as additional insured per attached endorsement.
 RE: Five Points, Huntington Beach CA.

CERTIFICATE HOLDER

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



**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 1, Section 4.D, Evaluation Criteria), it is critical that the Proposer submit a detailed description of the processes and the steps associated with those processes.

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

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

IDENTIFY EACH RESPONSE BY THE CORRESPONDING QUESTION NUMBER.

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

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

QUESTION

2. REPORTING TIME

How does the Proposer know employees actually reported to work and at what time? For example, sign-in sheets, computerized check in, call-in system, or some other method?

The onsite Supervisor makes sure all employees properly clock in. In addition 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?

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.

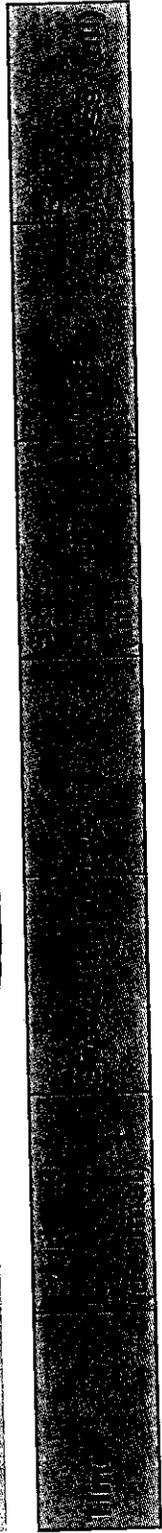
Supervisor checks time cards for accuracy and Office Manager checks time cards for completeness and accuracy. Cards are also compared to GPS reports.

Any issues found are brought to the employees attention and corrected. Records are then filed.

3.7 - Yes.

- 3.8. ATTACH ACTUAL COPIES OF THESE RECORDS
(Please blank out any personal information).

Location Details for [REDACTED] between 15-Sep-09 12:00



3:05 PM	33.778432/- 117.894676	0 Auto Real Time	25 (25)	68 --
3:00 PM	33.778496/- 117.894548	0 Auto Real Time	20 (25)	68 --
2:55 PM	33.778464/- 117.894602	0 Auto Real Time	15 (25)	68 --
2:50 PM	33.778443/- 117.89458	0 Auto Real Time	10 (25)	68 --
2:45 PM	33.778472/- 117.89458	1 Auto Real Time	5 (25)	68 --
2:40 PM	33.778453/- 117.894602	2 Auto Real Time	0 (25)	68 --
2:35 PM	33.776133/- 117.891988	Auto Real Time	15 (15)	58.7 --
2:30 PM	33.776133/- 117.891988	Auto Real Time	10 (15)	58.7 --
2:25 PM	33.773936/- 117.904287	Auto Real Time	5 (15)	58.7 --
2:20 PM	33.773936/- 117.904287	Auto Real Time	0 (15)	58.7 --
2:15 PM	33.774163/- 118.05586	51 Auto Real Time	--	58.7 --
2:10 PM	33.825917/- 118.084063	Auto Real Time	5 (5)	45 --
2:05 PM	33.825917/- 118.084063	Auto Real Time	0 (5)	45 --
2:00 PM	33.968613/- 118.097471	9 Auto Real Time	--	45 --
1:55 PM	33.972141/- 118.101119	1 Auto Real Time	5 (5)	44.7 --

1:50 PM	33.972184/-	1 Auto Real Time	0 (5)	44.7 --
1:45 PM	118.101226	5 Auto Real Time	--	44.7 --
1:40 PM	33.972379/-	11 Auto Real Time	--	44.7 --
1:35 PM	118.10113	7 Auto Real Time	--	44.7 --
1:30 PM	33.972259/-	23 Auto Real Time	--	43.5 --
1:25 PM	118.101183	24 Auto Real Time	--	41.4 --
1:20 PM	33.972131/-	32 Auto Real Time	--	39.6 --
1:15 PM	118.101076	Auto Real Time	15 (15)	39.4 --
1:10 PM	33.975627/-	Auto Real Time	10 (15)	39.4 --
1:05 PM	118.121972	2 Auto Real Time	5 (15)	39.4 --
1:00 PM	33.998139/-	1 Auto Real Time	0 (15)	39.4 --
12:55 PM	118.146442	6 Auto Real Time	--	39.3 --
12:50 PM	34.01572/-	Auto Real Time	10 (10)	38.6 --
12:45 PM	118.17345	Auto Real Time	5 (10)	38.6 --
12:40 PM	34.023829/-	2 Auto Real Time	0 (10)	38.6 --
12:35 PM	118.18114	2 Auto Real Time	--	38 --
12:30 PM	34.023155/-	12 Auto Real Time	--	38 --
12:25 PM	118.169887	4 Auto Real Time	--	37.1 --
	34.023136/-			
	118.169887			
	34.014264/-			
	118.159594			

12:20 PM	34.0154/- 118.159412	4 Auto Real Time --	37.1 --
12:15 PM	34.016909/- 118.160724	1 Auto Real Time --	36.9 --
12:10 PM	34.018832/- 118.173876	10 Auto Real Time --	36.2 --
12:05 PM	34.015677/- 118.181066	Auto Real Time 5 (5)	35.7 --
12:00 PM	34.015677/- 118.181066	Auto Real Time 0 (5)	35.7 --
11:55 AM	34.013523/- 118.164959	33 Auto Real Time --	34.8 --
11:50 AM	34.020496/- 118.156991	2 Auto Real Time 5 (5)	34.1 --
11:45 AM	34.020248/- 118.157076	0 Auto Real Time 0 (5)	34.1 --
11:40 AM	34.020635/- 118.15697	9 Auto Real Time --	34.1 --
11:35 AM	34.023669/- 118.156671	Auto Real Time 45 (45)	33.7 --
11:30 AM	34.023669/- 118.156671	Auto Real Time 40 (45)	33.7 --
11:27 AM	34.023669/- 118.156671	Lunch End 36 (45)	33.7 --
11:25 AM	34.023669/- 118.156671	Auto Real Time 35 (45)	33.7 --
11:20 AM	34.023669/- 118.156671	Auto Real Time 30 (45)	33.7 --
11:15 AM	34.023669/- 118.156671	Auto Real Time 25 (45)	33.7 --
11:10 AM	34.023669/- 118.156671	Auto Real Time 20 (45)	33.7 --
11:05 AM	34.023669/- 118.156671	Auto Real Time 15 (45)	33.7 --
11:00 AM	34.023669/- 118.156671	Auto Real Time 10 (45)	33.7 --

Alley, East Los Angeles, CA,
33.7 90022

Alley, East Los
Angeles, CA,
33.7 90022

10:55 AM	34.023669/- 118.156671	--	Lunch Start	5 (45)	33.7 --
10:55 AM	34.023669/- 118.156671	--	Auto Real Time	5 (45)	33.7 --
10:50 AM	34.023669/- 118.156671	--	Auto Real Time	0 (45)	33.7 --
10:45 AM	34.021728/- 118.163156		4 Auto Real Time	--	33.7 --
10:40 AM	34.02528/- 118.156479		2 Auto Real Time	5 (5)	33.3 --
10:35 AM	34.025848/- 118.156266		1 Auto Real Time	0 (5)	33.3 --
10:30 AM	34.026813/- 118.155946		0 Auto Real Time	--	33.2 --
10:25 AM	34.027256/- 118.155796		4 Auto Real Time	--	33.2 --
10:20 AM	34.0294/- 118.155146		0 Auto Real Time	25 (25)	33.1 --
10:15 AM	34.029507/- 118.155252		1 Auto Real Time	20 (25)	33.1 --
10:10 AM	34.030032/- 118.154975		0 Auto Real Time	15 (25)	33.1 --
10:05 AM	34.030181/- 118.154847		0 Auto Real Time	10 (25)	33.1 --
10:00 AM	34.030192/- 118.154975		2 Auto Real Time	5 (25)	33.1 --
9:55 AM	34.030525/- 118.154804		0 Auto Real Time	0 (25)	33.1 --
9:50 AM	34.033336/- 118.158068		1 Auto Real Time	--	32.8 --
9:45 AM	34.033403/- 118.158282		10 Auto Real Time	--	32.8 --
9:40 AM	34.033488/- 118.162506		11 Auto Real Time	--	32.6 --
9:35 AM	34.029488/- 118.180042		33 Auto Real Time	--	31.5 --

6:30 AM	33.972325/- 118.10129	0 Auto Real Time	15 (25)	18.6 --
6:25 AM	33.972053/- 118.101204	Auto Real Time	10 (25)	18.6 --
6:20 AM	33.972408/- 118.101119	Auto Real Time	5 (25)	18.6 --
6:15 AM	33.972408/- 118.101119	Auto Real Time	0 (25)	18.6 --
6:10 AM	33.972117/- 118.101162	6 Auto Real Time	--	18.6 --
6:05 AM	33.972408/- 118.101119	Auto Real Time	10 (10)	18.6 --
6:00 AM	33.972408/- 118.101119	Auto Real Time	5 (10)	18.6 --
5:57 AM	33.971851/- 118.101332	Shift Start	2 (10)	18.6 --
5:55 AM	33.971851/- 118.101332	Auto Real Time	0 (10)	18.6 --
5:50 AM	33.960576/- 118.110154	1 Auto Real Time	--	17.7 --
5:45 AM	33.895848/- 118.050367	63 Auto Real Time	--	12.1 --
5:40 AM	33.848168/- 117.97745	Auto Real Time	75 (75)	0 --
5:35 AM	33.848168/- 117.97745	Auto Real Time	70 (75)	0 --
5:30 AM	33.778229/- 117.89458	0 Auto Real Time	65 (75)	0 --
5:27 AM	33.778109/- 117.894527	0 Shift End	62 (75)	3862 W Park Balboa Ave, Orange, CA, 0 92868
5:25 AM	33.778411/- 117.894495	Auto Real Time	60 (75)	0 --
5:20 AM	33.778411/- 117.894495	Auto Real Time	55 (75)	0 --

024

[Redacted Name]

EXTRA TIME		REGULAR TIME	
	1st Day	IN	NOON
	2nd Day	IN	NOON
	3rd Day	IN	NOON
	4th Day	IN	NOON
	5th Day	IN	NOON
	6th Day	IN	NOON
	7th Day	IN	NOON
TOTAL		TOTAL	

THURS

FRI

SAT

SUN

MON

TUE



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

QUESTION

4. OTHER RECORDS USED TO CREATE PAYROLL (IF ANY)

- 4.1. If records of actual time worked are not used to create payroll, what is the source document that is used?
- 4.2. Who prepares and who checks the source document?
- 4.3. Does the employee sign it?
- 4.4. Who approves the source document, and what do they compare it with prior to approving it?

NONE

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

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

QUESTION

6. HOW PAYROLL IS PREPARED

6.1. Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid.

6.2. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)?

6.3. If by check, do they receive a single check for straight time and overtime or are separate payments made?

6.4. What information is provided on the check (e.g., deductions for taxes, etc.)?

6.5. ATTACH A COPY OF A PAY CHECK AND PAY CHECK STUB THAT SHOWS DEDUCTION CATEGORIES (COVER UP OR BLOCK OUT BANK ACCOUNT INFORMATION AND ANY EMPLOYEE INFORMATION).

Office manager enters payroll information from time cards into our Quickbooks Payroll system. Quickbooks prepares our payroll checks and automatically adjusted.

Employees are issued a payroll check prepared by Quickbooks Payroll Service. We then print the checks in our office.

Single checks are made for all sums owed to Employee.

Sample attached. All items are listed.

SUPERIOR PROPERTY SERVICES, INC

9129 PERKINS ST.
PICO RIVERA, CA 90660-4512
(562) 801-9200

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

9/16/2009

PAY TO THE
ORDER OF

[REDACTED]

\$

**1,062.59

One Thousand Sixty-Two and 59/100

DOLLARS

[REDACTED]
[REDACTED]
[REDACTED]

AUTHORIZED SIGNATURE

MEMO

Pay Period: 08/26/2009 - 09/10/2009

⑈0⑆5⑆78⑈ ⑆⑆2⑆2⑆4⑆3⑆7⑆2⑆ 20⑆20005584⑈

15178

SUPERIOR PROPERTY SERVICES, INC

9129 PERKINS ST., PICO RIVERA
Employee [REDACTED]

SSN [REDACTED]

Status (Fed/State)

Married/Married (one income)

Allowances/Extra

Fed-1/0/CA-1/0

Pay Date: 09/16/2009

Pay Period: 08/26/2009 - 09/10/2009

	Qty	Rate	Current	YTD Amount
Earnings and Hours				
Hourly Rate	96.00	11.00	1,056.00	16,810.00
Overtime Rate	10.50	16.50	173.25	3,477.42
Vacation Hourly Rate			0.00	440.00
			1,229.25	20,527.42

	Current	YTD Amount
Taxes		
Federal Withholding	-45.00	-816.00
Social Security Employee	-76.21	-1,272.70
Medicare Employee	-17.83	-297.65
CA - Withholding	-14.10	-198.88
CA - Disability Employee	-13.52	-225.80
	-166.66	-2,811.03

	Current	YTD Amount
Adjustments to Net Pay		
Employee Loan Repayment	0.00	-800.00

Net Pay	1,062.59	16,916.39
---------	----------	-----------

	YTD Used	Available
Paid Time Off	0.00	24.00
Sick	40.00	40.00
Vacation		

Superior Property Services, Inc., 9129 Perkins St., Pico Rivera, CA 90660 (562) 801-9200

Security features. Details on back.

⑈

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

QUESTION

7. MANUAL PAYROLL SYSTEM

- 7.1. If the Proposer uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check.
- 7.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?

N/A We do not use a manual payroll 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.

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

QUESTION

9. TRAVEL TIME

- 9.1. How is travel time during an employee's shift paid?
- 9.2. At what rate is such travel time paid if the employee has multiple wage rates?
- 9.3. Discuss how the Proposer calculates the day's wages for each situation described in the following two examples:
 - a. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are paid at a different rate than the County's Living Wage rate.
 - b. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are also paid the County's Living Wage rate.

All travel time is paid once employee starts shift.

Travel time is paid at base rate or overtime rate, 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.

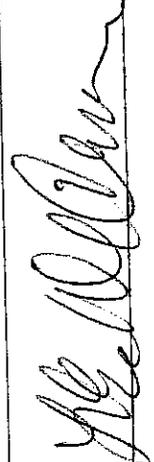
10. OVERTIME

- 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: 9/15/09

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 Aetna HealthCare , which provide full medical for our employee and dependents at a cost of \$2.20 per hour and plus an hourly wage of \$9.65 per hour.

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

- Superior pays on the 1st & 15th of each month
- Pay period is through the 25th and the 10th of each month
- All employees are provided with cell phones with GPS capability with Xora System which records the time they clock in for their shift and their location at time of shift start and shift end. It also records the location and start and end period of their lunch break.
- All employees must also use time cards provided and clock in and out as a back up system to the Xora system.
- Time cards are to be reviewed and initialed as to correctness prior to the preceding pay period, any discrepancy need to be brought to our attention immediately.
- The time cards are used as the backup document for data input and provided to Quickbooks Payroll Service to generate pay checks
- Each pay check and time card is reviewed and signed by our Vice President and delivered to the employee. Pay checks maybe automatically deposited directly into employees account, mailed, picked up or delivered, per the employee's request.
- Supervisors are to monitor employee's arrival and departures from the work place and accuracy of the time cards.
- All time cards and payroll records are kept for a minimum of 5 years.
- All overtime will be paid on the next pay period at the current pay rate or in the event of multiple pay rates they will receive the rate at which the job is classified at or a blended rate using the higher rate.
- Overtime must be approved by the supervisor, if unapproved overtime has occurred the employee will be paid all requested hours and a written notice of our policy will be given to the employee and his/her payroll file will be documented.

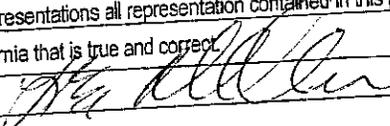
- If an employee has more than one rate of pay, the weighted average of the combined pay rates will be used to determine the overtime rate.
- Employees report to work at the warehouse location they have been assigned to and they return to the same warehouse upon completion of their shift times begin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

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



FORMS

VERIFICATION OF PROPOSAL

DATE: September 15, 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		Business License No.: 0174570	
County WebVen No.: 51739001		IRS No.: 33-072-3535	
7. Proposer's fictitious business name(s) or dba(s) (if any):			
County(s) of Registration:		State:	Year(s) became DBA:
8. The Proposer's form of business entity is (CHECK ONLY ONE):			
<input type="checkbox"/> Sole proprietor	Name of Proprietor:		
<input checked="" type="checkbox"/> A corporation:	Corporation's principal place of business: 9129 Perkins St., Pico Rivera, CA 90660		Year incorporated: 1995
	State of incorporation: California		
<input type="checkbox"/> Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts	President/CEO:		Secretary:
<input type="checkbox"/> A general partnership:	Names of partners:		
<input type="checkbox"/> A limited partnership:	Name of general partner:		
<input type="checkbox"/> A joint venture of:	Names of joint venturers:		
<input type="checkbox"/> A limited liability company:	Name of managing member:		
9. The only persons or firms interested in this proposal as principals are the following:			
Name(s) Larry DeCrona	Title President	Phone (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? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
If yes, name of parent firm: _____			
State of incorporation/registration of parent firm: _____			
11. Has your firm done business under any other name(s) within the last five years? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
If yes, please list the other name(s): _____			
Year of name change: _____			
Year of name change: _____			
12. Is your firm involved in any pending acquisition or merger? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
If yes, indicate the associated company's name: _____			
13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final.			
14. CHECK ONE:			
<input type="checkbox"/> (a) I am making these representations and all representation contained in this proposal based on information and belief that they are true.	<input checked="" type="checkbox"/> (b) I am making these representations all representation contained in this proposal based on information and belief that they are true.		
I declare under penalty of perjury under the laws of California that is true and correct.			
Signature of Proposer or Authorized Agent: 			Date: 9/15/09
Type name and title: Larry DeCrona, President			

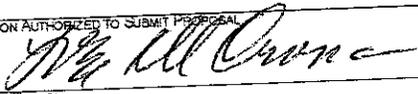
SCHEDULE OF PRICES

FOR

ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES – ZONE 5E (2009-PA037)

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 5E	\$2,708.00	\$32,496.00

LEGAL NAME OF PROPOSER Superior Property Services, Inc.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON President		
DATE 12/14/09	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

**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.	State:	CA
City:	Pico Rivera	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 <i>Larry DeCrona</i>	Date: 9/15/09

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: Graffiti Abatement Services
 SERVICE BY PROPOSER Graffiti Abatement Services
 PROPOSAL DATE: September 15, 2009

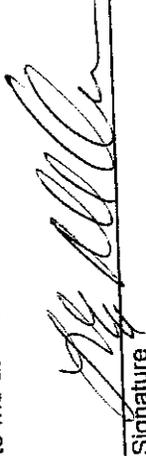
This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture, or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of 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

9/15/09
 Date

CONFLICT OF INTEREST CERTIFICATION

I, Larry DeCrona

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

of Superior Property Services, Inc. Name of proposer

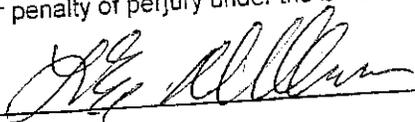
make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

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

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - (b) Participated in any way in developing the contract or 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 9/15/09

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: Pressure Washing	SERVICE DATES: 2008 - Current Fiscal
AGENCY/FIRM: City of West Hollywood	
ADDRESS: 8300 Santa Monica Blvd., W. Hollywood	
CONTACT: Kevin Trudeau	
TELEPHONE: (323) 848-6339	
FAX: (323) 848-6565	
E-MAIL: ktrudeau@weho.org	

SERVICE: Graffiti Abatement	SERVICE DATES: 2008 - Current Fiscal
AGENCY/FIRM: County of Orange	
ADDRESS: 2301 N. Glassell St., Orange	
CONTACT: Eileen DePuy	
TELEPHONE: (714) 567-6322	
FAX: (714) 567-6340	
E-MAIL:	

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

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

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

Proposer	Superior Property Services, Inc.	
Authorized representative	Larry DeCrona, President	
Signature		Date 9/15/09

**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		2	2	1	22	10
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

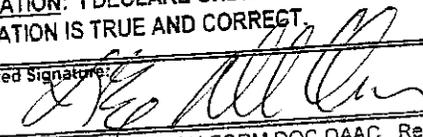
III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	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: President Date: 9/15/09



**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

"To Enrich Lives through Effective and Caring Service"

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	9/15/09

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: _____	

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.

(✓)

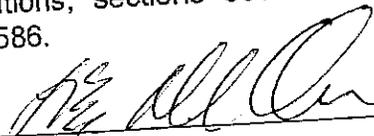
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OR

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

9/15/09

Date

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

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

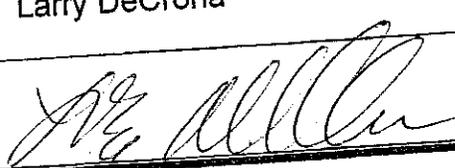
COMPANY NAME: Superior Property Services, Inc.		
COMPANY ADDRESS: 9129 Perkins St.		
CITY: Pico Rivera	STATE: CA	ZIP CODE: 90660

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

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

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

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

PRINT NAME: Larry DeCrona	TITLE: President
SIGNATURE: 	DATE: 9/15/09

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

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 

DATE: 9/15/09

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: Superior Property Services, Inc.

Proposer and/or principals are **not** currently involved in any pending litigation; are not aware of any threatened litigation 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: 9/15/09

ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES (2009-PA037)

PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION

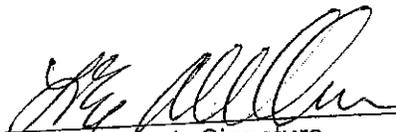
Superior Property Services, Inc
Proposer's Name

9129 Perkins St., Pio Rivera, CA 90660
Address

- If awarded the contract Proposer will comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Proposals, and Proposer will procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5 throughout the entire term of the proposed contract, without interruption or break in coverage

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

Larry DeCrona
Proposer's Printed Name


Proposer's Signature

9/15/09
Date

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 Number (if any):
Contract Dollar Amount:			

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.

COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE

Contractor Living Wage Declaration

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

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

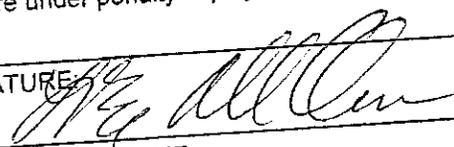
If you are not exempt from the Program, please check the option that best describes your intention to comply with Program.

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

Health Plan(s): Cigna Health Care
Company Insurance Group Number: 610449

Health Benefit(s) Payment Schedule:

- Monthly
- Quarterly
- Bi-Annual
- Annually
- Other: _____ (Specify)

PLEASE PRINT COMPANY NAME: Superior Property Services, Inc.	
I declare under penalty of perjury under the laws of the State of California that the above information is true and correct:	
SIGNATURE: 	DATE: 9/15/09
PLEASE PRINT NAME: Larry DeCrona	TITLE OR POSITION: President

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

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

LIVING WAGE ORDINANCE:

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

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

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

LABOR LAW/PAYROLL VIOLATIONS :

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

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

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

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

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

HISTORY OF DEBARMENT (Check one):

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

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

Larry DeCrona
Owner's/Agent's Authorized Signature

Superior Property Services, Inc.
Print Name of Firm

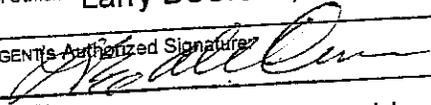
Larry DeCrona, President
Print Name and Title

9/15/09
Date

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

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

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

Print Name of Firm: 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

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 <i>Did Not</i> 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.

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

Proposer: Superior Property Services, Inc.

Name of Proposer's Health Plan: Aetna Health Care

Date: September 15, 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	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Employee only	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Employee + 1 dependent	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Employee + 2 dependents	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Employee + 3 dependents	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Proposer's portion of above health premium payment			
Employee only	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Employee + 1 dependent	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Employee + 2 dependents	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Employee + 3 dependents	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Any Annual Deductible?			
Per Person	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Per Family	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Any Annual Maximum Employee Out-of-Pocket Expense?			
Per Person	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Per Family	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Any Lifetime Maximum?			
Per Person	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Per Family	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Ambulance coverage	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Doctor's Office Visits	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Emergency Care	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Home Health Care	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Hospice Care	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Hospital Care	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Immunizations	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Maternity	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Mental Health	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Mental Health In-Patient Coverage	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	

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

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

Under this health plan, a full time employee:

- Becomes eligible for health insurance coverage after 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.

Summary of Coverage

Employer: Superior Property Services, Inc.
Policyholder: Trustee for the SRC National Contractors Health Insurance Program Trust
Group Policy: GP-500B
SOC: 1; Plan H Dev. 7 Exempt
(EE Only \$225.52 per month)
(EE + one \$443.25 per month)
(Family \$660.99 per month)
Issue Date: April 1, 2009
Effective Date: April 1, 2009

The benefits shown in this Summary of Coverage are available for you and your eligible dependents.

Eligibility

Employees

All persons who:

- (a) are on Active Service as Employees of the Policyholder or Subscribing Unit, or Employees of a member of the Policyholder or Subscribing Unit; and
- (b) qualify as eligible Insureds as defined in the master application; and
- (c) meet the definition of eligible Employees as stated below.

Eligible Employee means: All Employees that are NOT performing services on LA County contracts.

Each coverage is in force only if the required contributions have been made. Contact your Employer concerning the method and amount of any contributions.

If you are in an Eligible Class on the Effective Date of this Plan, your eligibility date is the Effective Date of the Plan. Otherwise, it is the first day of the calendar month following the date you commence active service for your Employer, or if later, the date you enter the Eligible Class.

Dependents

You may cover your:

- wife or husband; and
- unmarried children who are under 24 years of age and who depend solely on you for support.

**Special Rules Which Apply to
a Child Who Must Be Covered
Due to a Qualified Medical
Child Support Order**

Any provision in this Plan that limits coverage as to a preexisting condition will not apply to effect the initial health coverage for a child who meets the definition of dependent and for whom you are required to provide health coverage as the result of a qualified medical child support order issued on or after the date your coverage becomes effective. You must make written request for such coverage. Coverage for the child will become effective on the date specified by your Employer.

If you are the non-custodial parent, proof of claim for such child may be given by the custodial parent. Benefits for such claim will be paid to the custodial parent.

Limited Comprehensive Medical Expense Coverage

As used in this benefit, Coverage Year means: A continuous 12 month period, beginning on April 1 and ending on March 31.

Covered Medical Expenses will be paid under this benefit as follows:

Please note: All maximums included in this Plan are combined maximums between Preferred Care and Non-Preferred Care, where applicable, unless specifically shown below.

Benefits are available only for categories of expenses listed below.

Inpatient Hospital Expenses

Room & Board

Preferred Care

Payment Percentage 100%

Non-Preferred Care

Payment Percentage 100%

Maximum Benefit per Day \$ 355

Maximum Number of Days per period of Confinement 30

Other Hospital Services

Preferred Care

Payment Percentage 100%

Non-Preferred Care

Payment Percentage 100%

Maximum Benefit per Day \$ 520

Maximum Number of Days per period of Confinement 30

Routine Newborn Nursery Care

Preferred Care

Payment Percentage 100%

Non-Preferred Care

Payment Percentage 100%

Maximum Benefit per Day \$ 250

Maximum Number of Days per period of Confinement 30

Outpatient Diagnostic Lab and X-Ray Expenses

Preferred Care	
Payment Percentage	100%
Copay per Visit	\$ 0
Non-Preferred Care	
Payment Percentage	100%
Copay per Visit	\$ 0

Diagnostic Lab and X Ray Expense
Maximum per Coverage Year \$ 720

Routine Preventive Care (Includes Routine Mammogram, Pap Smear, Prostate Cancer Screening Routine Screening for Colorectal Cancer and Immunizations for children under 18 years old, however such charges may exceed the stated maximum below)

Preferred Care	
Payment Percentage	100%
Copay per Visit*	\$ 10
Non-Preferred Care	
Payment Percentage	100%
Copay per Visit*	\$10

Routine Preventive Care Maximum
per Coverage Year \$ 200
* Immunizations are not subject to a
copay.

Emergency Room Expenses

Preferred Care	
Payment Percentage	100%
Non-Preferred Care	
Payment Percentage	100%
Maximum per Visit	\$ 125
Maximum Number of Visits per Coverage Year	2

Outpatient Surgical Facility Expenses

Preferred Care	
Payment Percentage	100%
Non-Preferred Care	
Payment Percentage	100%
Maximum per Surgery	\$ 875

Comprehensive Dental Expense Coverage

Coverage Year Deductible	\$ 25	\$ 25	\$ 25
--------------------------	-------	-------	-------

After the deductible, the dental expense benefits payable under this Plan in a Coverage Year are paid at the Payment Percentage below. Benefits may vary depending upon whether a Preferred Care Provider is utilized. A Preferred Care Provider is a health care provider who has agreed to provide dental services or supplies at a Negotiated Charge. See your Employer for a copy of the Directory, which lists these health care providers.

Payment Percentage	
Type A Expenses	80%
Type B Expenses	50%
Coverage Year Maximum	
Employees	\$ 1,000
Dependents	\$ 500

General

This Summary of Coverage replaces any Summary of Coverage previously in effect under the group contract. Requests for amounts of coverage other than those to which you are entitled in accordance with this Summary of Coverage cannot be accepted.

The insurance described in this Booklet-Certificate will be provided under Aetna Life Insurance Company policy form GR-29W.

**KEEP THIS SUMMARY OF COVERAGE
WITH YOUR BOOKLET-CERTIFICATE**

COST METHODOLOGY FOR CONTRACT: ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES, ZONE 5E
Little Rock/Sun Village/Pearblossom/Longview

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		4	4	4	4	4	4	20	1040	9.65	\$ 10,036
GAC - Pressure Washing			1					2	104	9.65	\$ 1,004
Supervisor-Quality Control Inspector		1			1			2	104	10.5	\$ 1,092
											\$
Comments/Notes:	Total Annual Salaries \$ 12,132										
(4) bonuses	(1) Vacations, Sick Leave, Holiday \$ 728										
	(2) Health Insurance ** \$ 2,746										
	(3) Payroll Taxes & Workers' Compensation \$ 3,154										
	(4) Welfare and Pension \$ 607										
	Total Annual Employee Benefits (1+2+3+4) \$ 7,234										
	(5) Equipment Costs \$ 3,320										
	(6) Service and Supply Costs \$ 3,915										
	(7) General and Administrative Costs \$ 1,698										
	(8) Profit \$ 4,197										
	Total Annual Other Costs (5+6+7+8) \$ 13,130										
	TOTAL ANNUAL PRICE \$ 32,496										

* 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 Property Services, Inc. 12/14/09 4 FormLW-8
Name of Proposer Date
Signature



REFERENCE LETTERS



CITY OF WEST HOLLYWOOD

CITY HALL
8300 SANTA MONICA BLVD.
WEST HOLLYWOOD, CA
90069-6216
TEL: (323) 848-6471
FAX: (323) 848-6565

DEPARTMENT OF HUMAN SERVICES

June, 24, 2009

To Whom It May Concern;

I am pleased to recommend Superior Property Services, Inc. to anyone considering the use of their services. They have been providing consistent high quality pressure washing services to the City of West Hollywood. Superior has embraced West Hollywood's core values relating to sustainability and have up graded their equipment and provided us with 100% propane powered pressure washing and water recycling which exceeded our stiff requirements and goals of maintaining a Green image.

It continues to be a pleasure dealing with the friendly staff of Superior. They have been very 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.

Should you have any questions please feel free to contact me at 323-848-6339.

Sincerely,

Kevin W. Trudeau, Maintenance Superintendent
Facilities and Landscape Division



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.

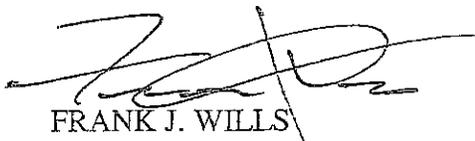
Besides being very responsive to the needs of the community, you have acted quickly to removing the graffiti from the well-traveled streets as well as in our parks and highly visible public areas.

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

ORANGE COUNTY
Public Works
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

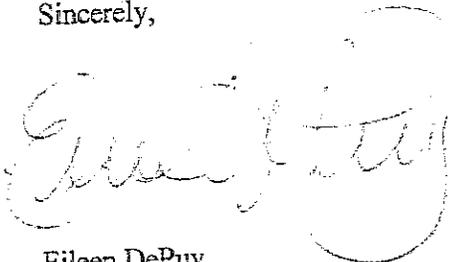
To Whom It May Concern:

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



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
Administrative Analyst
Department of Public Works
City of Colton
(909) 370-5065



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



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

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,

A handwritten signature in cursive script, appearing to read "Ruth M. Rice".

Ruth M. Rice, Administrative Supervisor II
County of San Bernardino
Land Use Services Department

LAND USE SERVICES DEPARTMENT



COUNTY OF SAN BERNARDINO
PUBLIC AND SUPPORT
SERVICES GROUP

MICHAEL E. HAYS
Director

CODE ENFORCEMENT DIVISION
2315 S. MOUNTAIN AVENUE, STE E, ONTARIO, CA 91764
(909) 458-1540 • Fax (909) 458-1500

March 9, 2006

To Whom It May Concern,

RE: Superior Property Services Inc.

I confirm that I have dealt with Superior Property Services Inc. since 2004, during which time they have provided San Bernardino County Code Enforcement graffiti removal services for the 2nd and 4th Supervisorial Districts. They have always responded to our requests for service in a timely manner and have provided excellent quality work. Their employees have been easy to work with and are always easily accessible to our staff. Their work has been a major factor in helping us provide the residents of San Bernardino County a better quality of life.

I can confidently recommend Superior Property Services Inc. as a solid and reliable graffiti abatement contractor.

Sincerely,

IGNACIO NUNEZ
CODE ENFORCEMENT OFFICER III
SAN BERNARDINO COUNTY CODE ENFORCEMENT

MARK UFFER
County Administrative Officer

NORMAN A. KANOLD
Assistant County
Administrator
Public and Support
Services Group

Board of Supervisors
BILL POSTMUS, Vice Chair First District
PAUL BIANE Second District
JOSIE GONZALES Fifth District
DENNIS HANSBERGER Third District
GARY C. OVITTS Fourth District

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 Code Enforcement Division has been contracting with this company for graffiti 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 graffiti 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 POSTWUS, Chair First District
PAUL BLANE, Vice Chair Second District
JOISIE GONZALES Fifth District
DENNIS HANSEBGER Third District
GARY OVITTS Fourth District



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

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

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

IN REPLY PLEASE
REFER TO FILE: AS-0

November 19, 2002

To Whom It May Concern:

SUPERIOR PRESSURE WASHING, INC.

Superior Pressure Washing, Inc. (Superior) served as our graffiti removal contractor from July 1, 1997 to June 30, 2002. Over the past five years, Superior has administered 14 contracts within the County. Superior has proved to be very effective and timely in removing graffiti throughout the unincorporated areas that they served. The graffiti was professionally removed within the 48 hours and 24 if obscene, sometimes being removed in the same day. The Los Angeles County Board of Supervisors and the community, in which this contractor serviced, were highly satisfied with the services provided. Due to our bidding process, Superior was outbid for the fiscal year 2002-2003.

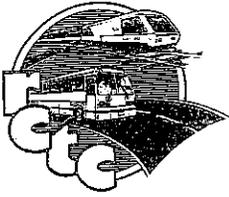
If you have any questions, please feel free to call me at (626) 458-4091.

Sincerely,

A handwritten signature in cursive script that reads "Valerie J. Hill".

Valerie J. Hill
Graffiti Abatement Program Manager

VH:tr/P:Larry



RIVERSIDE COUNTY TRANSPORTATION COMMISSION

March 24, 1999

To Whom It May Concern:

Since the last quarter of fiscal year 1998 The Riverside County Transportation Commission (RCTC) has contracted with Superior Property Services (Superior) to provide graffiti removal for the four (4) Metrolink Stations in Riverside County and for several miles of sound wall projects on the 91 freeway.

Superior provides the personnel, supplies and equipment necessary to expeditiously respond to RCTC's request for graffiti removal. Superior has demonstrated a quality of performance as well as an ability to respond promptly to the needs of this agency.

Based on experience I would gladly recommend Superior Property Services for an agency comparable to RCTC. If you have further questions or wish to discuss Superior's performance further, feel free to call me.

Sincerely,

Claudia Chase, Property Agent
Riverside County Transportation Commission

/cc



LEROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



(626) 285-7171

August 16, 1999

Mr. Larry DeCrona
Superior Property Services
Superior Pressure Washing, Inc.
1415 East McFadden Avenue, Suite D
Santa Ana, California 92705

Dear Mr. DeCrona:

On August 3, 1999, personnel from the Temple Sheriff's Station and members of the South San Gabriel Community Advisory Committee conducted a community barbeque for the residents of South San Gabriel, in recognition of the 16th Annual National Night Out. As part of this event, you donated a large supply of "glow sticks" through Supervisor Molina's Field Office in El Monte, to be given to all the children who attended the barbeque. The glow sticks were a big hit with all the children and added a nice touch to the event.

On behalf of the Los Angeles County Sheriff's Department and the members of the South San Gabriel Community Advisory Committee, I would like to thank you for your generous contribution to this event. Your donation helped make the evening a success and created a joyful environment for all the children and their families. It is acts like these that are helping to strengthen the bond between the community and law enforcement.

Additionally, I would also like to thank you for taking the time out of your busy schedule to attend the last South San Gabriel Community Advisory Committee meeting which was held at Temple Station on July 15, 1999. I appreciate your professionalism and your willingness to listen to and work with the residents of this community regarding their concerns about graffiti and its removal.

A Tradition of Service

Mr. Larry DeCrona

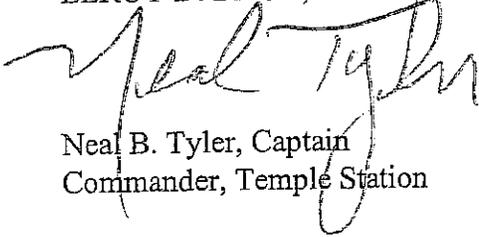
-2-

August 16, 1999

If at anytime you should need our assistance regarding graffiti in the South San Gabriel community, please feel free to contact Deputy Dana Chemnitzer of my staff at (626) 292-3330.

Sincerely,

LEROY D. BACA, SHERIFF

A handwritten signature in black ink, appearing to read "Neal Tyler". The signature is written in a cursive style with a large, sweeping initial "N".

Neal B. Tyler, Captain
Commander, Temple Station



LEROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2159



(323) 264-4151

March 29, 1999

Superior Property Service
Mr. Larry DeCrona
1415 East McFadden Avenue, Suite D
Santa Ana, California 92705

Dear Mr. DeCrona:

I would like to take this opportunity to extend our appreciation and thanks for your efforts and support. The East Los Angeles Sheriff's Station "VIDA" program has had a close working relationship with you in a joint effort to keep the city free of the unsightly graffiti. Not only do you keep the new graffiti off the buildings and walls, but you do this at a great risk to your employees. I recall our units going into the field in order to provide security for your crews, because of gang threats and attempts to stop you in your effort to remove the unsightly graffiti.

You have worked closely with the "VIDA" program in providing tools and materials so that the young boys and girls can also remove the graffiti they help to put on the walls of our city. You take the time to help teach them how to properly paint walls and how to paint vines, which is an excellent deterrent for future graffiti.

We sincerely hope that our working relationship and joint effort to keep East Los Angeles graffiti free will continue for years to come.

Sincerely,

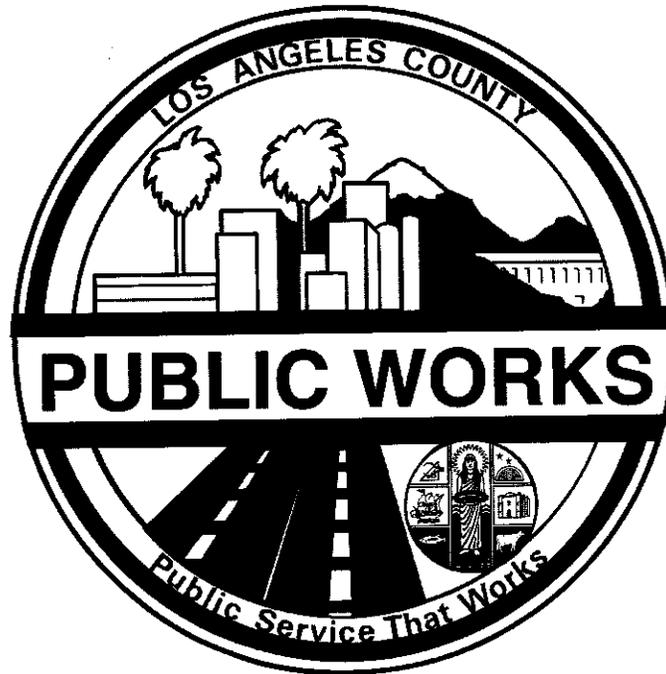
LEROY D. BACA, SHERIFF

Thomas P. Angel, Captain
East Los Angeles Station

A Tradition of Service

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 5F

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- EXHIBIT E Area Maps**

AGREEMENT FOR

ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES – ZONE 5F

THIS AGREEMENT, made and entered into this 19th day of January, 2010, 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 September 16, 2009, hereby agrees to provide services as described in this Contract for Zero-Tolerance Graffiti Abatement Services - Zone 5F.

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.

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 \$33,492 per year or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's initial term shall be for a period of one year commencing on February 1, 2010, 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 ten days prior to the end of each term. At the sole discretion of the COUNTY, this Contract may also be extended on a month-to-month basis, upon a written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any month, in which case this Contract shall expire as of midnight on the last day of that month.

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

77226

accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

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

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

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

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

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

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

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

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

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

COUNTY OF LOS ANGELES

By *Gloria Trubian*
Chair, Board of Supervisors

ATTEST:

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



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

By *Lachelle Smitherman*
Deputy

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

By *Lachelle Smitherman*
Deputy

77226

APPROVED AS TO FORM:

ROBERT E. KALUNIAN
Acting County Counsel

By *Carole Suzuki*
Deputy

SUPERIOR PROPERTY SERVICES,
INC.

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

By *[Signature]*
Its President

81" " JAN 19 2010

LARRY DE CRONA
Type or Print Name

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

By *[Signature]*
Its Secretary

LARRY DE CRONA
Type or Print Name

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On Dec. 21, 2009 before me, Kelly Gray
(Here insert name and title of the officer)

personally appeared Larry 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.

Kelly Gray
 Signature of Notary Public



(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 5F – QUARTZ HILL, AND DEL SUR

A. Public Works Program Manager

Public Works Contract 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

The Work locations are detailed in Exhibit E. If any County unincorporated area of the Zero-Tolerance Zone is not captured in the maps, the County unincorporated area detailed in the Thomas Guide pages provided shall prevail.

- Exhibit E.3 is a map of Zero-Tolerance Zone 5F. (Thomas Guide pages 4013 and 4105)

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 and objects. 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 5F - a minimum of 0.5 crew

These crew(s) shall be dedicated solely to the zone on the days of operation as specified in subparagraph J.1 of this Exhibit. 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 or designee.

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 to the Work Plan set forth in the Contractor's proposal for this Contract, the Contractor's Staffing Plan and Cost methodology Form (LW-8) submitted for this Contract, and subparagraph 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 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, 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. Public Works will have direct contact with the on-site supervisor for the zero tolerance zone.

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 and follow its Work Plan throughout the entire Contract unless otherwise approved in writing by the Program Manager. Additionally, the Contractor shall:
 - a. Remove vulgar and threatening graffiti (i.e., profane, obscene, racist, gang 187's, or cross-outs) and respond to priority assignments, paint-out projects, and color match corrective painting within 24 hours, seven days a week.
 - b. 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 whether or not original graffiti removal was done by current contractor. 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 of tags removed, address, whether it was private property or in the public road right of way, and square footage of graffiti removed, painted over or pressure washed. The Program Manager or designee may originate graffiti removal work requests and shall receive all completion reports from the Contractor through the Graffiti Abatement Referral System, 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, 2nd Floor, Annex
Alhambra, CA 91803-1331

4. Perform all work necessary to complete this contract in a satisfactory manner and shall provide all personnel, supervision, vehicles, appropriate tools, supplies, materials, equipment, transportation, and other incidentals necessary to perform work.
5. Remove graffiti from all types of surfaces including, but not limited to, wood, metal, signage, stucco, brick, concrete, cinder blocks, sidewalks, smooth concrete, very rough grouted 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. 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 (see subparagraph J.9), 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 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. Graffiti on 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 in 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. Contractor shall provide the contact information of on-site personnel to Program Manager.
7. Only employees employed by the Contractor shall be allowed to provide services under this Contract. Any use of subcontractors shall be deemed a material breach of contract unless expressly authorized in writing by the 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 (if wall has been previously painted), 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. If wall has been previously painted, paint over with water-based paint. The sidewalks shall be clean of all graffiti and graffiti residue (sand). The sidewalks shall be blocked off as needed to maintain the public safety.
4. Curb Facing: Remove all graffiti paint from curb surfaces. The Contractor shall use the standard paint colors (red, blue, yellow, green, and white) depending on the original curb color and/or parking restrictions, as

approved by Public Works. Nonpainted curbs shall be painted using concrete color paint or cleaned with water blasting machines.

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. If previously painted, Contractor shall paint with water-based paint mixed with sand. Please notify Public Works to prepare work area, to make it free of debris prior to removing graffiti off of these footbridges. Pedestrian bridges will have a 72-hour turnaround time upon Public Works completion of initial clean up. The Contractor shall schedule 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 believes that pressure washing may damage it, Contractor will contact Public Works to obtain Consent and Release of Liability from property owner prior to pressure washing.
13. **Brick Walls:** All graffiti shall be removed using a water blasting machine. Painting over shall not be done on a brick 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 mixed with sand. 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.
17. **Metal Light or Traffic Poles:** All graffiti shall be removed by appropriate means, and if paint is used, it shall match existing color.
18. **Electrical boxes, traffic control boxes, telecommunication boxes, etc.,** shall be color matched.

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 Program 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.
2. Safety vests shall be worn at all times by those removing graffiti. 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 storm water 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.

Scope of Work – Exhibit A

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 THEREAFTER.	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 48 HOURS OF NOTIFICATION.	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.
REMOVE GRAFFITI	DAILY GRAFFITI REMOVED AND/OR PAINTED OVER (COLOR MATCHED) OR REMOVED WITHIN 48 HOURS UPON NOTIFICATION MONDAY THROUGH FRIDAY.	0%	100% INSPECTION ON A PERIODIC BASIS; COMPLAINTS.	50% OF TOTAL MONTHLY AMOUNT OF CONTRACT COST.	\$50 PER COMPLAINT NOT RESPONDED TO 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 murals. Not all murals are intended to be "permanent" artworks. Please refer any request from the public for removal of graffiti or removal of a temporary "memorial" mural to the Program Manager.

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

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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, the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

R. Facsimile Representations

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

S. Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor

Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

T. Force Majeure

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

U. Governing Laws, Jurisdiction, and Venue

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

V. Most Favored Public Entity

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

W. Nondiscrimination and Affirmative Action

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

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

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

X. Nonexclusivity

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

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

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

Z. Notice of Delays

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

AA. Notice of Disputes

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

BB. Notice to Employees Regarding the Federal Earned Income Credit

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

CC. Notices

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

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

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

DD. Publicity

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

1. Contractor shall develop all publicity material in a professional manner.
2. During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate commercial advertisements, press releases, feature articles, or other materials using the name of

County without the prior written consent of the Contract Manager. County shall not unreasonably withhold such written consent.

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

EE. Public Records Act

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

FF. Record Retention and Inspection/Audit Settlement

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

material shall be maintained by Contractor at a location in County, provided that if any such material is located outside County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

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

GG. Recycled-Content Paper Products

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

HH. 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.

II. 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.

JJ. 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.

KK. Warranty Against Contingent Fees

- a. 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.
- b. 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/SUSPENSIONS

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

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

B. Termination/Suspension for Convenience

1. This Contract may be suspended or terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Suspension or termination of work hereunder shall be effected by notice of suspension or termination to Contractor specifying the extent to which performance of work is suspended or terminated and the date upon which such suspension or termination becomes effective. The date upon which such suspension or termination becomes effective shall be no less than 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 such default arises out of causes beyond the control of both Contractor and Subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the

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

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

D. Termination/Suspension for Improper Consideration

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

E. Termination/Suspension for Insolvency

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

- a. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code, and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - b. The filing of a voluntary or involuntary bankruptcy petition relative to Contractor under the Federal Bankruptcy Code;
 - c. The appointment of a bankruptcy Receiver or Trustee for Contractor;
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/Suspension for Nonadherence to County Lobbyists Ordinance

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

G. Termination/Suspension for Nonappropriation of Funds

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

SECTION 4

GENERAL CONDITIONS OF CONTRACT WORK

A. Authority of Public Works and Inspection

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

B. Cooperation

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

C. Cooperation and Collateral Work

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

D. Equipment, Labor, Supervision, and Materials

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

E. Gratuitous Work

Contractor agrees that should work be performed outside the Scope of Work indicated and without Public Works' prior written approval in accordance with this Exhibit's Amendments, such work shall be deemed to be a gratuitous effort by Contractor, and Contractor shall have no claim, 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 the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers 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 the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature

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

D. General Insurance Requirements

1. Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Paragraph and Paragraph E of this Section. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.
2. Evidence of Coverage and Notice to County - A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
 - a. Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
 - b. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance

Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

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

County of Los Angeles
Department of Public Works, Administrative Services Division
P.O. Box 1460
Alhambra, California 91802-1460
Attention of: Ms. Barbara Baiz, Contract Manager

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

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

- the Required Insurance provisions herein.
4. Cancellation of Insurance: Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.
 5. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.
 6. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.
 7. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.
 8. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
 9. Subcontractor Insurance Coverage Requirements: Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.
 10. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County,

or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

11. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.
12. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.
13. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.
14. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers shall be designated as an Additional Covered Party under any approved program.
15. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

E. Compensation for County Costs

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

F. Insurance Coverage Requirements

1. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents,

Employees and Volunteers as an additional insured, with limits of not less than:

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

2. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

3. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor is a temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

SECTION 6

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

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

B. Chapter 2.202 of 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.



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).

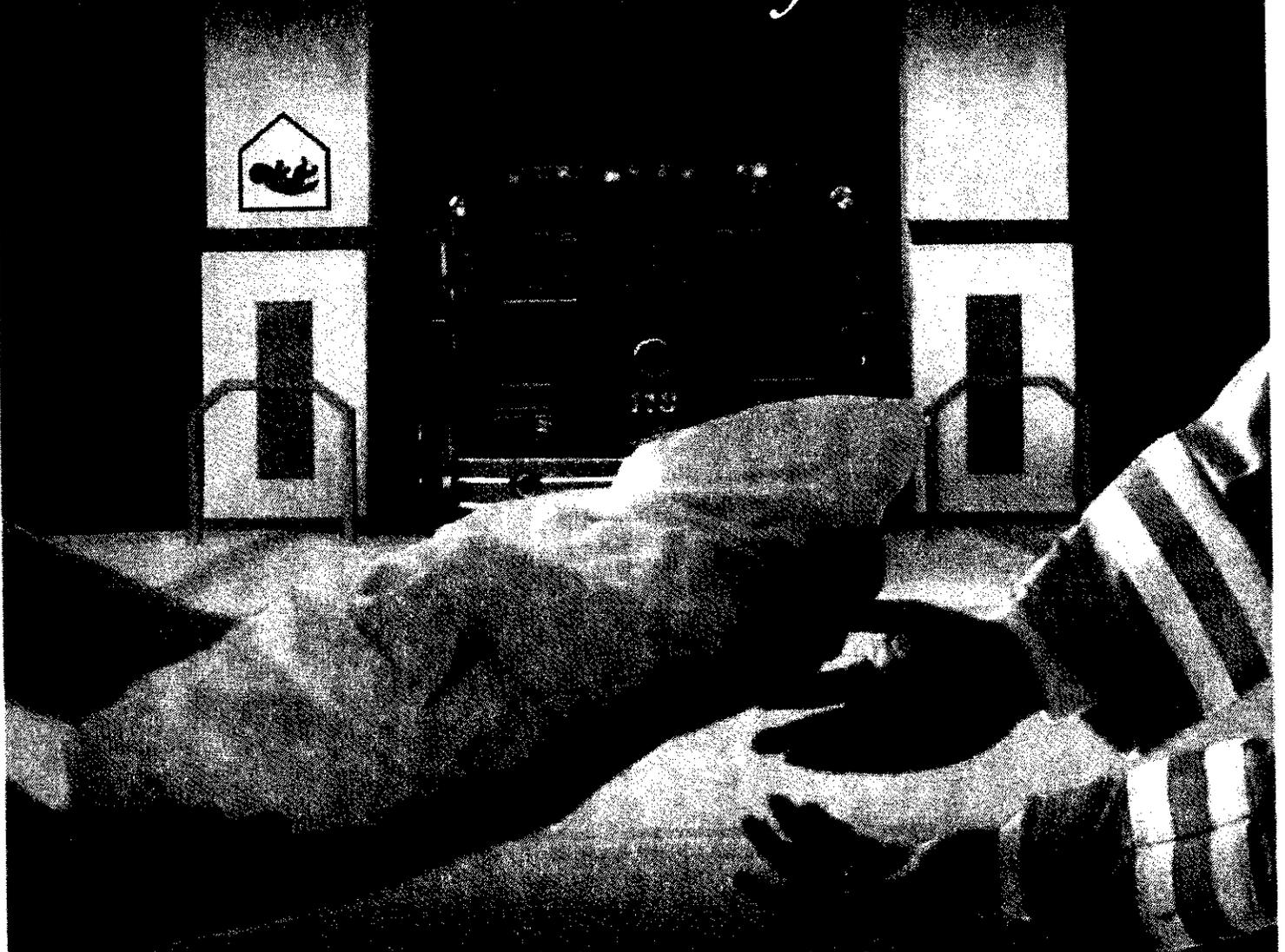
How Do My Employees Claim the EIC?

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.

Safely Surrendered *Baby Law*



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

No shame. No blame. No names.

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

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

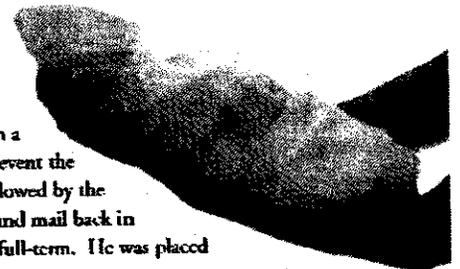
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California?

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

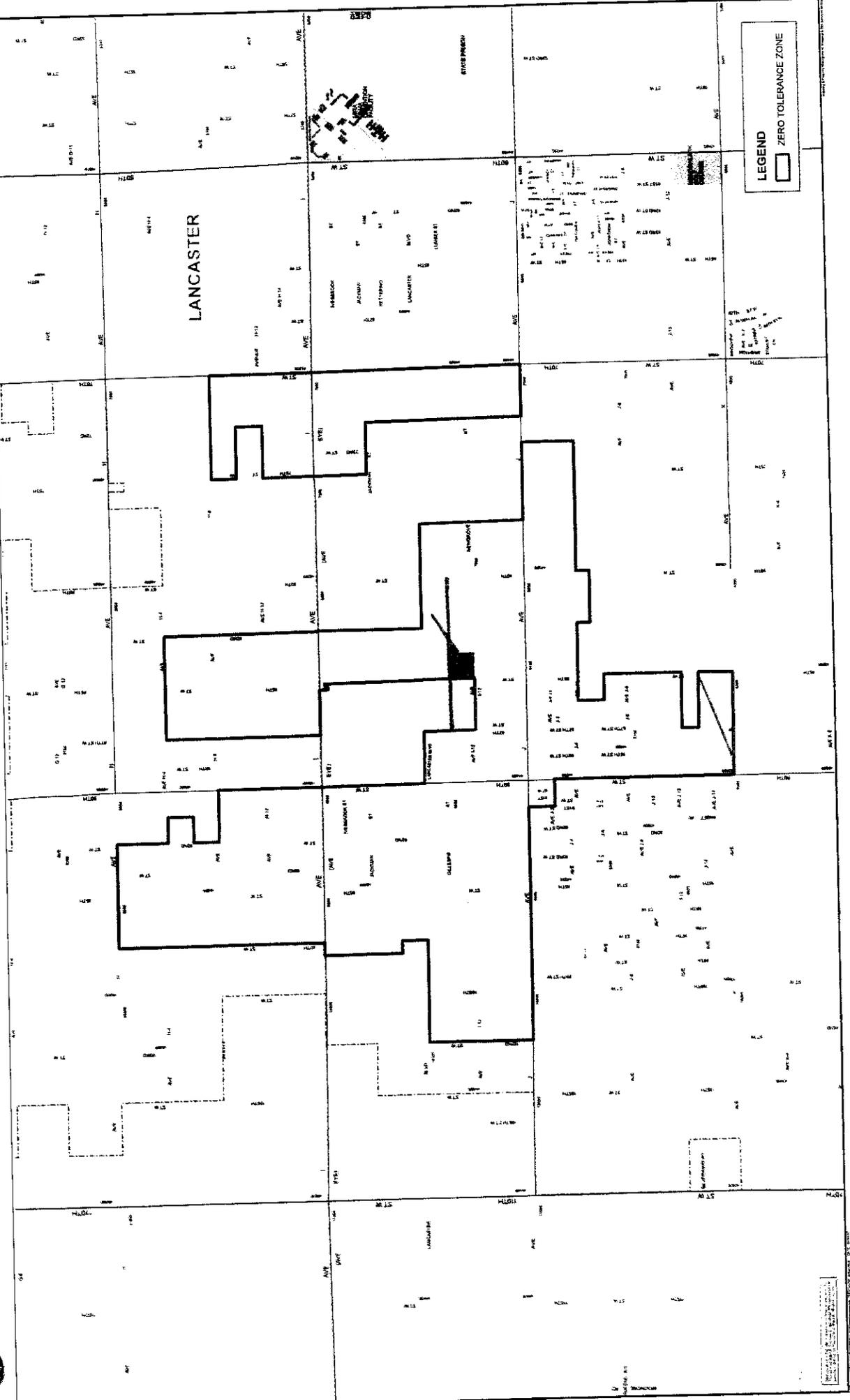
Historia de un bebé

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



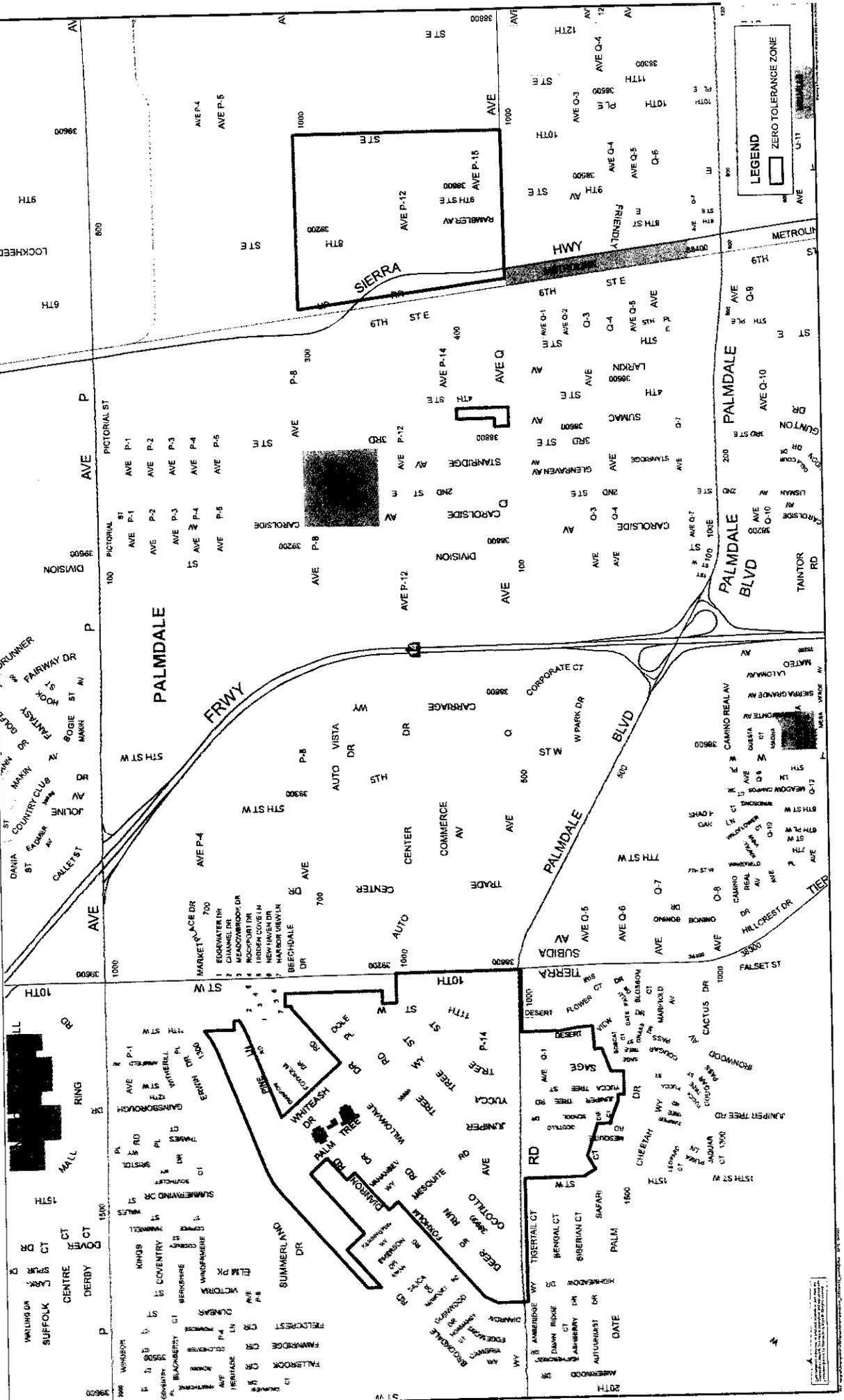
ZERO-TOLERANCE ZONE 5F

Supervisory District 5
Zero Tolerance Zone 5F
Del Sur



LEGEND
ZERO TOLERANCE ZONE

Supervisory District 5
Zero Tolerance Zone 5F
Quartz Hill



LEGEND
[Shaded Box] ZERO TOLERANCE ZONE

County of Los Angeles
Department of Public Works

Zero-Tolerance
Graffiti Abatement Services
Proposal

RFP #2009-PA037

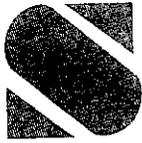
September 16, 2009



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

September 16, 2009

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

RE: ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES (2009-PA037)

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 4 zones, including pricing and equipment to be utilized.

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

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.

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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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.)

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

5. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
Larry DeCrona	12851 View Ridge Drive	Santa Ana	CA	92705
6. SECRETARY/	ADDRESS	CITY	STATE	ZIP CODE
Larry DeCrona	12851 View Ridge Drive	Santa Ana	CA	92705
7. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
Ronald Bruncek	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.)

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

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

TYPE OF BUSINESS

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
DATE

Larry DeCrona
TYPE/PRINT NAME OF PERSON COMPLETING FORM

President
TITLE

Larry DeCrona
SIGNATURE

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](#)

KEVIN SHELLEY
CALIFORNIA SECRETARY OF STATE



GOOD STANDING CERTIFICATE/STATUS PRINTOUT REQUEST

1. THIS DOCUMENT IS BEING PROCESSED FOR: PLEASE COMPLETE SECTION 1 ONLY
ESTE DOCUMENTO SE ESTA PROCESANDO POR: FAVOR DE COMPLETAR SECCION "UNO"

Name/Nombre: ATTORNEYS CORPORATION SERVICE INC.

Address/Direccion: 3021 W. MAGNOLIA BLVD.

Telephone number

Numero de telefono: 818-729-9878

City/Ciudad: BURBANK

State/Estado: CALIFORNIA Zip Code/Numero de distrito postal: 91505

Corporate Name: SUPERIOR PROPERTY SERVICES, INC.
CORP #: C1764613 FILE DATE: 6/2/1995

PLEASE MAKE CHECKS PAYABLE TO SECRETARY OF STATE
FAVOR DE FIRMAEL CHEQUE A: SECRETARY OF STATE

2.

Certificate(s) of Good Standing 1 @ \$ 5.00 each \$ 5.00

Status Printout(s) _____ @ \$ 4.00 each \$ _____

Special Handling 1 @ \$10.00 each \$ 10.00

TOTAL PAID \$ 15.00

CASH CHECK CREDIT M.ORDER
540999

State of California
Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME:

SUPERIOR PROPERTY SERVICES, INC.

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

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

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

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



IN WITNESS WHEREOF, I execute this certificate
and affix the Great Seal of the State of
California this day of January 27, 2009.

Debra Bowen

DEBRA BOWEN
Secretary of State



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 pressure washing services for over 15 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 12 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 pressure washing and 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 continue 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 an integral part of the Superior operation and family.

Francisco Cuenca

Quality Assurance/Warehouse 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.

Rosalinda Equihua

Data Entry

Miss Equihua has been with the company for 2 years, she is experienced in QuickBooks, Word, excel, and PowerPoint presentations. Miss Equihua handles all of our data entry and helps keep all of our computers up and running. She currently is attending Santa Ana College.

Nancy Chavez

Receptionist/Dispatch

Miss Chavez has been with the company for over 3 years. Miss Chavez helps with the office work and answering the phones.

Mario Mendez

Janitorial Supervisor

Mario has been with the company for 6 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
Field 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
Quality Assurance Inspector 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.

THE FACTS

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

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

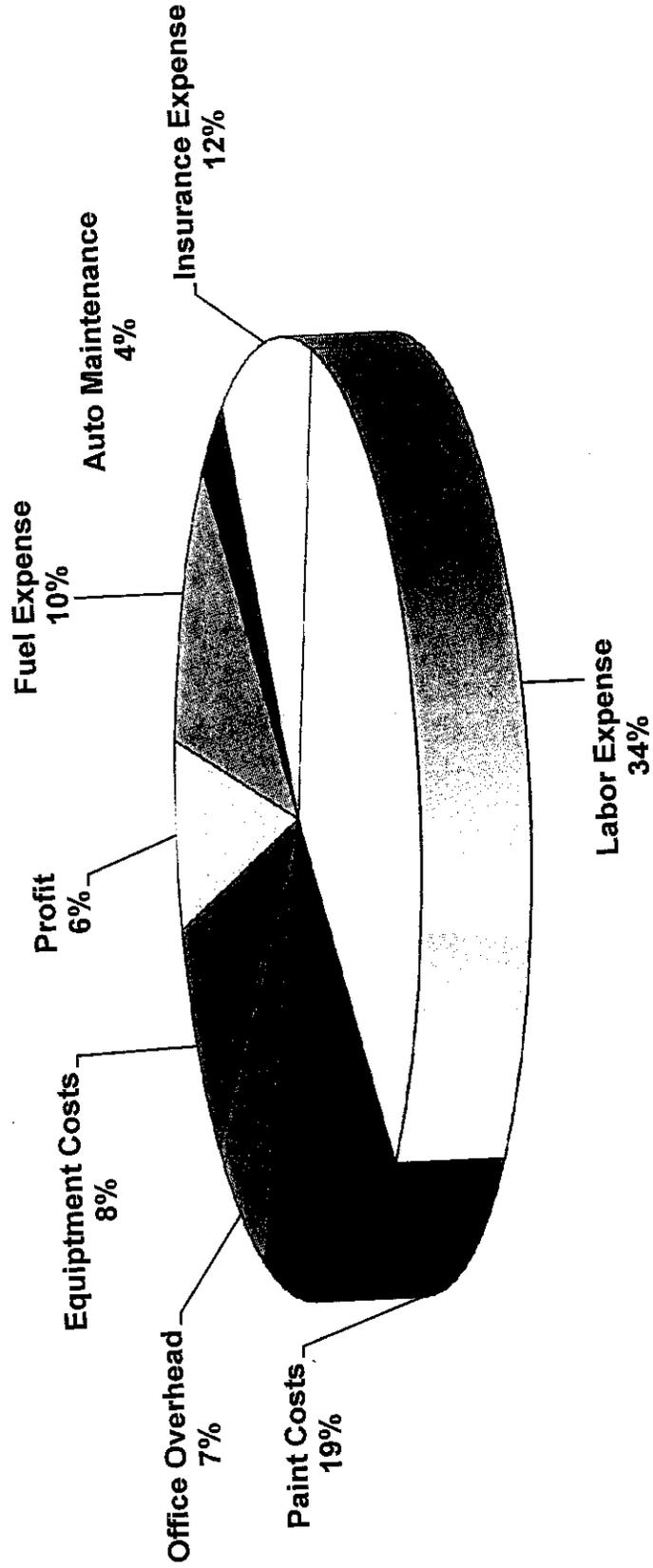
- **33,521 gallons**
 - **Paint used per year**

- **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.

Superior Property Services, Inc.

PROPOSER'S REFERENCE LIST

A. County of Los Angeles Graffiti Abatement Contracts

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

B. Other governmental agencies and private companies

2001 – Current Fiscal Year	County of Orange (Graffiti Abatement Contract) Includes County buildings County Court house interior/exterior County Flood Control Channels
2006 - Current Fiscal Year	City of West Covina (Graffiti Abatement Contract)
Current Fiscal Year	City of Orange (Graffiti Abatement Services)
Current Fiscal Year	City of West Hollywood (Pressure Washing Contract)
2006 – 2009	City of Colton (Graffiti Abatement 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

COUNTY OF SAN BERNARDINO

EPOCH CONSTRUCTION

FLEET FUELS

FOUNTAINGLEN PROPERTIES

GODBAY MONROE

GT BICYCLES

HACKETT MANAGEMENT CORP.

IC MYERS PROPERTIES

KB HOMES

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

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 environmentally friendly 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, maintained these contact areas for the last 3 years. No other company has been able to match our efficiency or productivity as Superior eradicates twice the amount of graffiti on its own without waiting for the County Graffiti 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. Removing graffiti is not rocket science, but it is hard work and requires follow through, common sense and a can do attitude. Our owners, administrators, supervisors and well-trained experienced personnel know what they are doing and do it well. We have regular meetings to discuss training 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. Everyone, from the top down understands our goal of zero tolerance graffiti removal by matching colors as best as possible, water blasting with the recapturing in mind 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 6:30 am 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 tracking system. We are currently using the Graffiti Tracker camera GPS system in conjunction with the County of Los Angeles Sheriff's Department to assist in apprehending high volume taggers

Most of our crews are based out of main warehouse in Pico Rivera which is located near 5 major freeways. 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 a major paint supplier to provide us with new and recycled paint at the lowest prices possible. Our supplier has committed to us for the next 3 years to lock their current prices, provide inventory and stock Superior Graffiti Block paint. They will ship to our warehouses within 12 hours and will stock our products in any of their local stores requested.

Superior is very proud of our X-Rite Color Design color matching system. The hand held sample monitors, software and computers make paint matching fast and accurate. The portable hand held instruments measures the color off the wall and we then process the samples color data characteristics factoring in lighting conditions and the surface. We then have the systems software display the paint mix formula the matches the sample taken with the hand held unit. All these functions are accomplished in a matter of seconds and our 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 help our environment we obtain mismatch paints from paint contractors and paint stores. We remix and re-tint these recycled paints to our existing colors to help 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. We have always taken 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:

Superior has been responsible for the graffiti removal over the last 3 years in all 4 of these areas. We have come to realize these areas are very unique and require constant monitoring.

The downturn in the economy has greatly impacted these areas which in turn has affected both the amount of graffiti and the costs associated with its removal. There has been an increase on the number of vacant and abandoned homes all over the Lancaster and Palmdale area. As a result of this we have seen an increase in the amount of gang activity and graffiti. Plus when fuel costs rise we see a very direct increase in our costs because of enormous spread out areas that need to be patrolled on a regular basis.

Zone 5D

Acton Area

Annual Proposed Price: \$29,508.00

- **1 roving paint crew (5 days/week; 20 hours per week)**
- **1 roving pressure washing crew (2 days/week; as needed)**
- **1 supervisor (2 days/week)**
- **Additional support as needed**

We have had this contract since its inception and are familiar with the area. This area off the antelope Valley Freeway and Sierra highway is sparsely populated mixed with residential and commercial properties. We do not find significant amounts of graffiti, however there are pockets that pose a recurring problem. Portions of this area are within the Angeles National Forest and are at higher elevations; obtaining access to some of the areas is very difficult. Even though there is relatively less activity in this area you still have the expense and time to patrol the entire area on a regular basis sometimes only finding one or two small tags. For every Work Order called into the County Graffiti Hotline, Superior proactively completes 10 work orders on our own. Fortunately, there is very little pressure washing required in this area, so more time can be given to patrolling the area.

We believe that obtaining a solid working relationship with the local business and homeowners in this area should be a key focal point. By developing these working relationships we can be much more efficient in servicing the area. Superior has an excellent understanding of these special requirements of working with the local business and property owners and developing a relationship with the Highway Patrol and local Sheriffs department.

This area would require a one man crew to proactively patrolling the area five days per week to insure that the area was graffiti free and be in a position to respond to work orders within the 48 hours, as required.

In the event that we are awarded more than one of the pending RFP's, we would continue to maintain a small local warehouse space centrally located to the areas. We have hired and trained a fulltime employee from the area. This gives us a stronger presence in the areas, allowing quicker response times; dramatically reducing our travel time and expenses.

Zone 5F

Quartz Hill

Annual Proposed Price:

\$34,008.00

- **1 roving paint crew (5 days/week; 20 hours per week)**
- **1 roving pressure washing crew (2 days/week; as needed)**
- **1 supervisor (2 days/week)**
- **Additional support as needed**

This area has a fairly dense population with a tremendous amount of new construction and commercial activity. Most of the new construction is in the higher end price range (\$500,000+) so we would not anticipate it creating too much more in the way of graffiti. However, if gang activity increases there could be an explosion of graffiti over night. We would also anticipate receiving more community involvement in this area. With all the new construction real estate people will not want to see even the smallest amount of graffiti around their areas. Response times will be critical and a proactive approach mandatory. This area requires more pressure washing as a result of the higher percentage of the newer unpainted block walls. Citizens in this area are very helpful in reporting graffiti to the Hotline quickly and expect prompt and professional service.

Our staffing plan would be similar to that of 5D. This area would require a one man crew to proactively patrolling the area five days per week to insure that the area was graffiti free and be in a position to respond to work orders within the 48 hours, as required.

In the event that we are awarded more than one of the pending RFP's, we would continue to maintain a small local warehouse space centrally located to the areas. We have hired and trained a fulltime employee from the area. This gives us a stronger presence in the areas, allowing quicker response times; dramatically reducing our travel time and expenses.

List of Superior Vehicles and Equipment

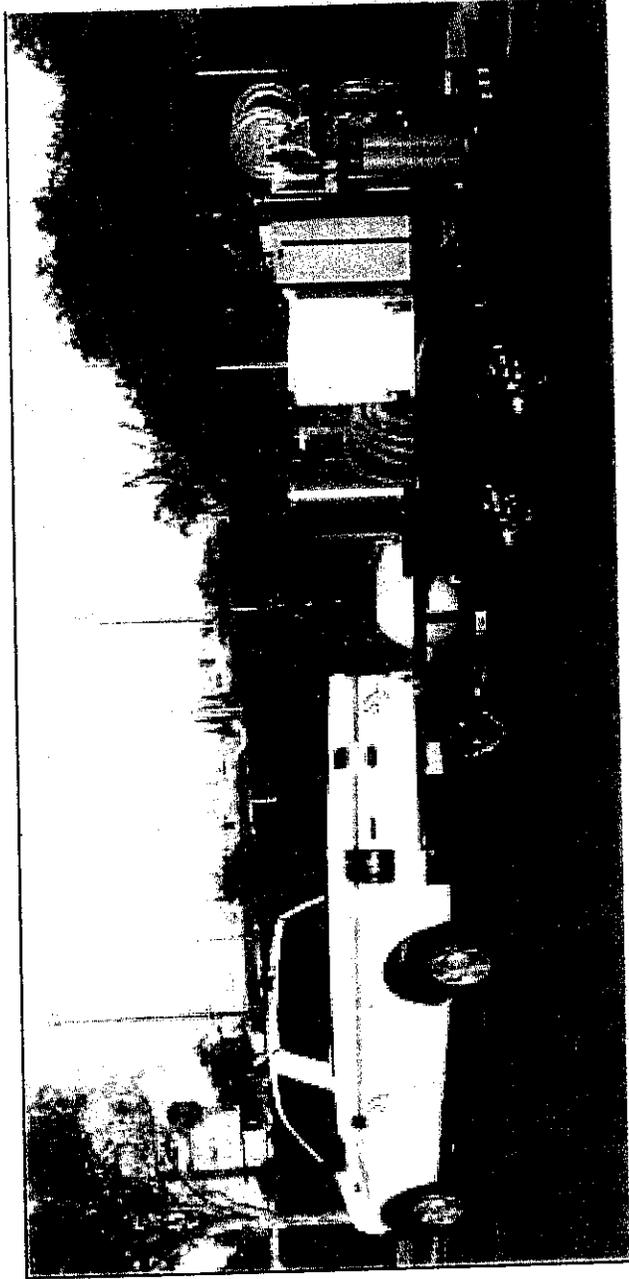


2008 Chevy Silverado Truck
2007 Ford-F150 Long Bed Truck
2005 Ford-F150 Long Bed Truck
2003 Ford 15 passenger Van
2003 Dodge Dakota X/C Truck
2003 Chevy S-10 Flat Bed Truck
2000 Toyota Tundra Flat Bed Truck
2002 F250 Ford Flat Bed Truck
1999 Ford F150 Long Bed Truck
1999 Dodge Dakota X/C Truck
1998 Dodge 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

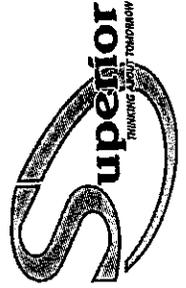
Trailer Mounted Silver Eagle "All Propane" Pressure washer & Water Recovery System
Trailer Mounted Landau Pressure Washer/Steam Cleaner
Trailer Mounted Delco Pressure Washer/Steam Cleaner
Truck Mounted Hydro Blaster Pressure Washer/Steam Cleaner
Truck Mounted Hydro Blaster Pressure Washer/Steam Cleaner
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 Quiet Series EU3000is generator and has the capacity to fully recycle up to 220 gallons of water during recovery.





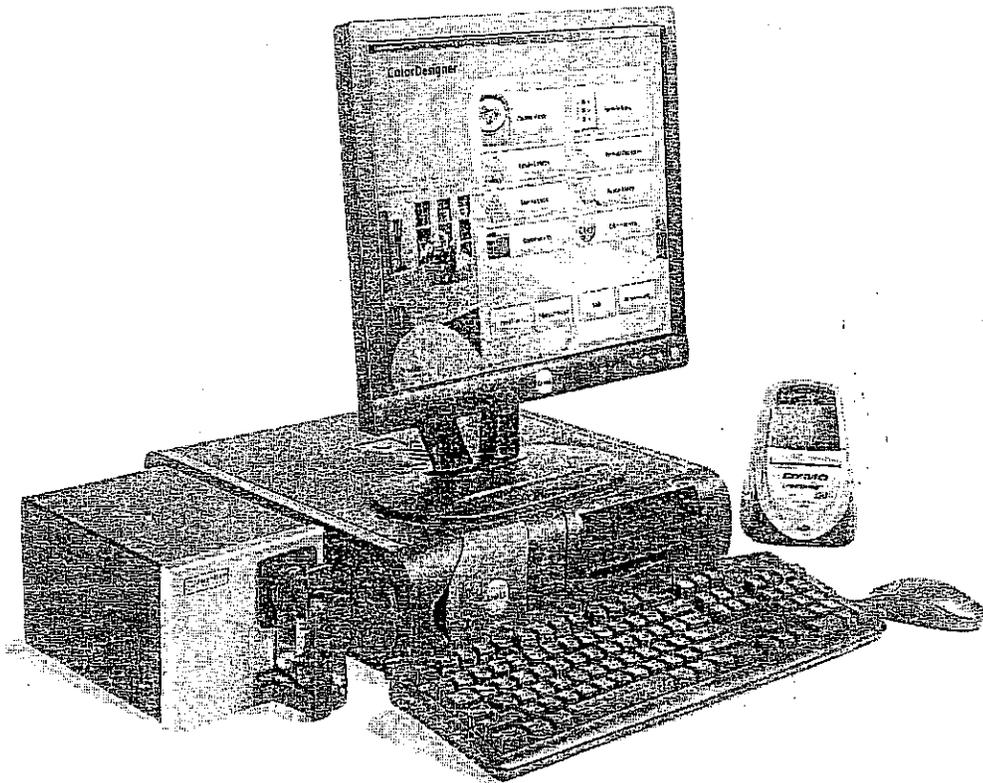
Repeat business.
Increased profit.
The perfect match.

A contractor starting a job, an interior designer planning for a new client, a homeowner with another project. MatchRite® hand-held, portable color measurement systems can bring this business to you—every time.

Provide your customers the technology to match colors on-site at the project, build location-specific records within your customer files, and improve their color match accuracy. With MatchRite hand-held, portable color measurement systems you bring your customers value; and they'll bring you the business.

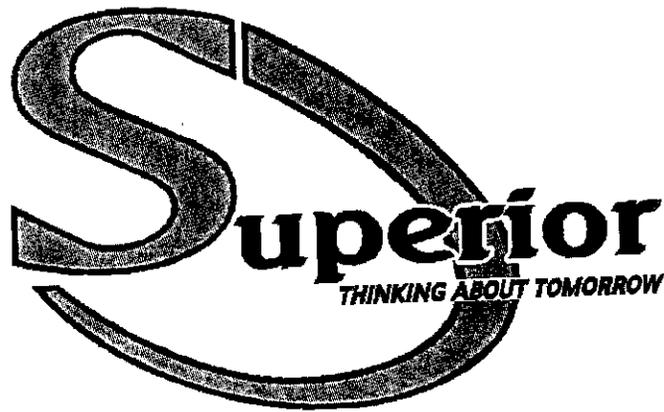


ColorDesigner® 10



Installation Guide





**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 earn 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 policies.

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. If any of these contracts are awarded, we would assign Francisco & Chris to provide infield Supervision, quality workmanship and to insure we are meeting or exceeding the scope of work as outlined in this RFP.

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



LICENSE



State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE



License Number

835687

Entity

CORP

Business Name

**SUPERIOR PROPERTY SERVICES
INC**

Classification(s)

C33 C61/D38

Expiration Date

04/30/2010





**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

"To Enrich Lives through Effective and Caring Service"



INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
09/03/09

PRODUCER Yorba Linda Insurance Services, Inc
P.O. Box 661
Yorba Linda, CA 92885
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.

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

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

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/ ADD'L LTR/ INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> DEDUCTIBLE \$1,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	CL 2301106B	10/01/08	10/01/09	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON OWNED AUTOS <input checked="" type="checkbox"/> DED \$1,000	AC11081351	07/23/09	07/23/10	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC AUTO ONLY: AGG
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				EACH OCCURRENCE AGGREGATE
	<input type="checkbox"/> EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WD8331000409	05/11/09	05/11/10	

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

10 day notice of cancellation for non-payment of premium.
 Beach Center Partners LLC, Micket 5 Points Holdings LLC, Evolution West Management Services LLC, 1000 Bristol Street North #17-118, Newport Beach CA 92660-2906 are hereby recognized as additional insured per attached endorsement.
 RE: Five Points, Huntington Beach CA.

CERTIFICATE HOLDER

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



**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.

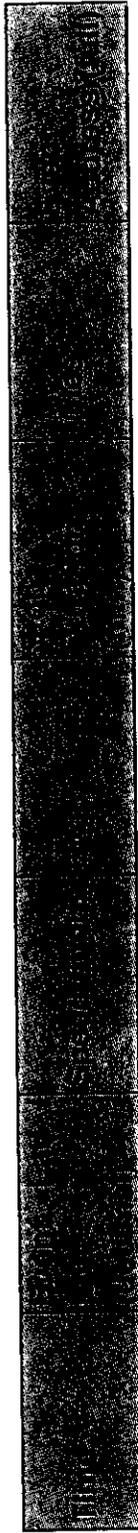
Answer all questions thoroughly and in the same sequence as provided below. If a question is not applicable, indicate with "N/A" and explain why such question is not applicable. Provide additional details to ensure a clear picture of the Proposer's processes and controls. As used in this questionnaire, 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.
<p>1. TRACKING HOURS WORKED</p> <p>1.1. How does the Proposer track employee hours actually worked?</p> <p>1.2. Where do the Proposer's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite?</p> <p>1.3. If the employees report to a central site with travel to the worksite, when does the Proposer consider the employees' shift to have started? At a central site or upon arrival at the work location?</p>	<p>Each employee maintains a daily time card in addition to logging start, lunch and end with GPS on the cell phone system.</p> <p>Employees report to a central location warehouse; shift starts from this location and travel to work site during their shift.</p> <p>Shift starts when employess arrives at warehouse and begins work at the central location.</p>

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

Location Details for [REDACTED] between 15-Sep-09 12:00



3:05 PM	33.778432/- 117.894676	0 Auto Real Time	25 (25)	68 --
3:00 PM	33.778496/- 117.894548	0 Auto Real Time	20 (25)	68 --
2:55 PM	33.778464/- 117.894602	0 Auto Real Time	15 (25)	68 --
2:50 PM	33.778443/- 117.89458	0 Auto Real Time	10 (25)	68 --
2:45 PM	33.778472/- 117.89458	1 Auto Real Time	5 (25)	68 --
2:40 PM	33.778453/- 117.894602	2 Auto Real Time	0 (25)	68 --
2:35 PM	33.776133/- 117.891988	Auto Real Time	15 (15)	58.7 --
2:30 PM	33.776133/- 117.891988	Auto Real Time	10 (15)	58.7 --
2:25 PM	33.773936/- 117.904287	Auto Real Time	5 (15)	58.7 --
2:20 PM	33.773936/- 117.904287	Auto Real Time	0 (15)	58.7 --
2:15 PM	33.774163/- 118.05586	51 Auto Real Time	--	58.7 --
2:10 PM	33.825917/- 118.084063	Auto Real Time	5 (5)	45 --
2:05 PM	33.825917/- 118.084063	Auto Real Time	0 (5)	45 --
2:00 PM	33.968613/- 118.097471	9 Auto Real Time	--	45 --
1:55 PM	33.972141/- 118.101119	1 Auto Real Time	5 (5)	44.7 --

1:50 PM	33.972184/-		1 Auto Real Time	0 (5)	44.7 --
	118.101226				
1:45 PM	33.972379/-		5 Auto Real Time	--	44.7 --
	118.10113				
1:40 PM	33.972259/-		11 Auto Real Time	--	44.7 --
	118.101183				
1:35 PM	33.972131/-		7 Auto Real Time	--	44.7 --
	118.101076				
1:30 PM	33.975627/-		23 Auto Real Time	--	43.5 --
	118.121972				
1:25 PM	33.998139/-		24 Auto Real Time	--	41.4 --
	118.146442				
1:20 PM	34.01572/-		32 Auto Real Time	--	39.6 --
	118.170634				
1:15 PM	34.017117/-	--	Auto Real Time	15 (15)	39.4 --
	118.173407				
1:10 PM	34.017117/-	--	Auto Real Time	10 (15)	39.4 --
	118.173407				
1:05 PM	34.017299/-		2 Auto Real Time	5 (15)	39.4 --
	118.173322				
1:00 PM	34.017405/-		1 Auto Real Time	0 (15)	39.4 --
	118.1733				
12:55 PM	34.016395/-		6 Auto Real Time	--	39.3 --
	118.175039				
12:50 PM	34.014861/-		Auto Real Time	10 (10)	38.6 --
	118.17345	--			
12:45 PM	34.014861/-	--	Auto Real Time	5 (10)	38.6 --
	118.17345				
12:40 PM	34.023829/-		2 Auto Real Time	0 (10)	38.6 --
	118.18114				
12:35 PM	34.023155/-		2 Auto Real Time	--	38 --
	118.169887				
12:30 PM	34.023136/-		12 Auto Real Time	--	38 --
	118.169887				
12:25 PM	34.014264/-		4 Auto Real Time	--	37.1 --
	118.159594				

12:20 PM	34.0154/- 118.159412	4 Auto Real Time --	37.1 --
12:15 PM	34.016909/- 118.160724	1 Auto Real Time --	36.9 --
12:10 PM	34.018832/- 118.173876	10 Auto Real Time --	36.2 --
12:05 PM	34.015677/- 118.181066	Auto Real Time 5 (5)	35.7 --
12:00 PM	34.015677/- 118.181066	Auto Real Time 0 (5)	35.7 --
11:55 AM	34.013523/- 118.164959	33 Auto Real Time --	34.8 --
11:50 AM	34.020496/- 118.156991	2 Auto Real Time 5 (5)	34.1 --
11:45 AM	34.020248/- 118.157076	0 Auto Real Time 0 (5)	34.1 --
11:40 AM	34.020635/- 118.15697	9 Auto Real Time --	34.1 --
11:35 AM	34.023669/- 118.156671	Auto Real Time 45 (45)	33.7 --
11:30 AM	34.023669/- 118.156671	Auto Real Time 40 (45)	33.7 --
11:27 AM	34.023669/- 118.156671	Lunch End 36 (45)	33.7 -- Alley, East Los Angeles, CA, 33.7 90022
11:25 AM	34.023669/- 118.156671	Auto Real Time 35 (45)	33.7 --
11:20 AM	34.023669/- 118.156671	Auto Real Time 30 (45)	33.7 --
11:15 AM	34.023669/- 118.156671	Auto Real Time 25 (45)	33.7 --
11:10 AM	34.023669/- 118.156671	Auto Real Time 20 (45)	33.7 --
11:05 AM	34.023669/- 118.156671	Auto Real Time 15 (45)	33.7 --
11:00 AM	34.023669/- 118.156671	Auto Real Time 10 (45)	33.7 --

Alley, East Los
 Angeles, CA,
 33.7 90022

10:55 AM	34.023669/-	--	Lunch Start	5 (45)	33.7 --
10:55 AM	118.156671	--	Auto Real Time	5 (45)	33.7 --
10:50 AM	34.023669/-	--	Auto Real Time	0 (45)	33.7 --
10:45 AM	118.156671	--	4 Auto Real Time	--	33.7 --
10:40 AM	34.021728/-		2 Auto Real Time	5 (5)	33.3 --
10:35 AM	118.163156		1 Auto Real Time	0 (5)	33.3 --
10:30 AM	34.02528/-		0 Auto Real Time	--	33.2 --
10:25 AM	118.156479		4 Auto Real Time	--	33.2 --
10:20 AM	34.025848/-		0 Auto Real Time	25 (25)	33.1 --
10:15 AM	118.156266		1 Auto Real Time	20 (25)	33.1 --
10:10 AM	34.026813/-		0 Auto Real Time	15 (25)	33.1 --
10:05 AM	118.155946		0 Auto Real Time	10 (25)	33.1 --
10:00 AM	34.027266/-		2 Auto Real Time	5 (25)	33.1 --
9:55 AM	118.155796		0 Auto Real Time	0 (25)	33.1 --
9:50 AM	34.0294/-		1 Auto Real Time	--	32.8 --
9:45 AM	118.155146		10 Auto Real Time	--	32.8 --
9:40 AM	34.029507/-		11 Auto Real Time	--	32.6 --
9:35 AM	118.154847		33 Auto Real Time	--	31.5 --

6:30 AM	33.972325/- 118.10129	0 Auto Real Time 15 (25)	18.6 --
6:25 AM	33.972053/- 118.101204	Auto Real Time 10 (25)	18.6 --
6:20 AM	33.972408/- 118.101119	Auto Real Time 5 (25)	18.6 --
6:15 AM	33.972408/- 118.101119	Auto Real Time 0 (25)	18.6 --
6:10 AM	33.972117/- 118.101162	6 Auto Real Time --	18.6 --
6:05 AM	33.972408/- 118.101119	Auto Real Time 10 (10)	18.6 --
6:00 AM	33.972408/- 118.101119	Auto Real Time 5 (10)	18.6 --
5:57 AM	33.971851/- 118.101332	Shift Start 2 (10)	18.6 --
5:55 AM	33.971851/- 118.101332	Auto Real Time 0 (10)	18.6 --
5:50 AM	33.960576/- 118.110154	1 Auto Real Time --	17.7 --
5:45 AM	33.895848/- 118.050367	63 Auto Real Time --	12.1 --
5:40 AM	33.848168/- 117.97745	Auto Real Time 75 (75)	0 --
5:35 AM	33.848168/- 117.97745	Auto Real Time 70 (75)	0 --
5:30 AM	33.778229/- 117.89458	0 Auto Real Time 65 (75)	0 --
5:27 AM	33.778109/- 117.894527	0 Shift End 62 (75)	3862 W Park Balboa Ave, Orange, CA, 0 92868
5:25 AM	33.778411/- 117.894495	Auto Real Time 60 (75)	0 --
5:20 AM	33.778411/- 117.894495	Auto Real Time 55 (75)	0 --

100-100-100

EXTRA TIME		REGULAR TIME	
	1st Day	AM	NOON
	2nd Day	AM	NOON
	3rd Day	AM	NOON
	4th Day	AM	NOON
	5th Day	AM	NOON
	6th Day	AM	NOON
	7th Day	AM	NOON
TOTAL		TOTAL	

THURS

WED

FRIDAY

SAT

SUN

MON

TUE

WED

THUR

FRI

SAT

SUN

MON

TUE

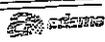
WED

THUR

FRI

SAT

SUN



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

QUESTION

- 4. OTHER RECORDS USED TO CREATE PAYROLL (IF ANY)**
- 4.1. If records of actual time worked are not used to create payroll, what is the source document that is used?
 - 4.2. Who prepares and who checks the source document?
 - 4.3. Does the employee sign it?
 - 4.4. Who approves the source document, and what do they compare it with prior to approving it?

NONE

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

SUPERIOR PROPERTY SERVICES, INC

9129 PERKINS ST.
PICO RIVERA, CA 90660-4512
(562) 801-9200

ORANGE COMMUNITY BANK
ORANGE, CA 92667
90-4317-1222

9/16/2009

PAY TO THE
ORDER OF

[REDACTED]

\$ **1,062.59

One Thousand Sixty-Two and 59/100

DOLLARS

[REDACTED]
[REDACTED]
[REDACTED]

AUTHORIZED SIGNATURE

MEMO

Pay Period: 08/26/2009 - 09/10/2009

⑈065178⑈ ⑆122243172⑆ 20120005564⑈

15178

SUPERIOR PROPERTY SERVICES, INC

9129 PERKINS ST., PICO RIVERA
Employee [REDACTED]

SSN [REDACTED]

Status (Fed/State)

Married/Married (one income)

Allowances/Extra

Fed-1/0/CA-1/0

Pay Date: 09/16/2009

Pay Period: 08/26/2009 - 09/10/2009

	Qty	Rate	Current	YTD Amount
Earnings and Hours				
Hourly Rate	96.00	11.00	1,056.00	16,810.00
Overtime Rate	10.50	16.50	173.25	3,477.42
Vacation Hourly Rate			0.00	440.00
			1,229.25	20,527.42

	Current	YTD Amount
Taxes		
Federal Withholding	-45.00	-816.00
Social Security Employee	-76.21	-1,272.70
Medicare Employee	-17.83	-297.65
CA - Withholding	-14.10	-198.88
CA - Disability Employee	-13.52	-225.80
	-156.66	-2,811.03

	Current	YTD Amount
Adjustments to Net Pay		
Employee Loan Repayment	0.00	-800.00

Net Pay 1,062.59 16,916.39

	YTD Used	Available
Paid Time Off	0.00	24.00
Sick	40.00	40.00
Vacation		

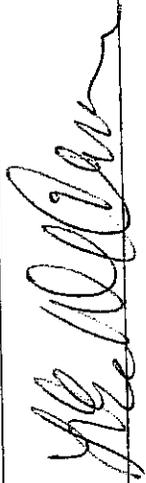
Superior Property Services, Inc., 9129 Perkins St., Pico Rivera, CA 90660 (562) 801-9200

Security features. Details on back.

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

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>9. TRAVEL TIME</p> <p>9.1. How is travel time during an employee's shift paid?</p> <p>9.2. At what rate is such travel time paid if the employee has multiple wage rates?</p> <p>9.3. Discuss how the Proposer calculates the day's wages for each situation described in the following two examples:</p> <p>a. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are paid at a different rate than the County's Living Wage rate.</p> <p>b. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are also paid the County's Living Wage rate.</p>	<p>All travel time is paid once employee starts shift.</p> <p>Travel time is paid at base rate or overtime rate, if applicable.</p> <p>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.</p> <p>All work time and travel time would be paid at LW rate.</p>
<p>10. OVERTIME</p> <p>10.1. How does the Proposer calculate overtime wages?</p> <p>10.2. What if the employee has multiple wage rates?</p>	<p>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.</p>

DATED: 9/15/09

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 Aetna HealthCare , which provide full medical for our employee and dependents at a cost of \$2.20 per hour and plus an hourly wage of \$9.65 per hour.

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

- Superior pays on the 1st & 15th of each month
- Pay period is through the 25th and the 10th of each month
- All employees are provided with cell phones with GPS capability with Xora System which records the time they clock in for their shift and their location at time of shift start and shift end. It also records the location and start and end period of their lunch break.
- All employees must also use time cards provided and clock in and out as a back up system to the Xora system.
- Time cards are to be reviewed and initialed as to correctness prior to the preceding pay period, any discrepancy need to be brought to our attention immediately.
- The time cards are used as the backup document for data input and provided to Quickbooks Payroll Service to generate pay checks
- Each pay check and time card is reviewed and signed by our Vice President and delivered to the employee. Pay checks maybe automatically deposited directly into employees account, mailed, picked up or delivered, per the employee's request.
- Supervisors are to monitor employee's arrival and departures from the work place and accuracy of the time cards.
- All time cards and payroll records are kept for a minimum of 5 years.
- All overtime will be paid on the next pay period at the current pay rate or in the event of multiple pay rates they will receive the rate at which the job is classified at or a blended rate using the higher rate.
- Overtime must be approved by the supervisor, if unapproved overtime has occurred the employee will be paid all requested hours and a written notice of our policy will be given to the employee and his/her payroll file will be documented.

➤ If an employee has more than one rate of pay, the weighted average of the combined pay rates will be used to determine the overtime rate.

➤ Employees report to work at the warehouse location they have been assigned to and they return to the same warehouse upon completion of their shift times begin and end when employee has arrived at the warehouse and either begun their tasks or end their required tasks. All travel time after clocked in is included in their normal shift and paid at the rate of the current task. Employees working under a County Living wage Contract will complete a full shift under those terms regardless of his duties. We will not breakup shifts at different rates. If there is a discrepancy in rates the discrepancy will be resolved in the employees favor and at the higher rate of pay.

➤ Superior shifts are 8 hours with one 15 minute break and ½ hour for lunch. Superior pays regular time for both the break time and lunch time.

➤ Employee's notify their supervisor of the time and location of their morning break and lunch break.

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



FORMS

VERIFICATION OF PROPOSAL

DATE: September 15, 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): _____
 Year of name change: _____
 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 based on information and belief that they are true.
 (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. Date: 9/15/09

Signature of Proposer or Authorized Agent: *[Signature]*

Type name and title: Larry DeCrona, President

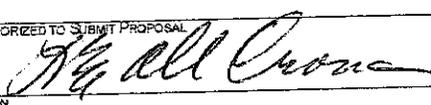
SCHEDULE OF PRICES

FOR

ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES – ZONE 5F (2009-PA037)

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 5F	\$2,791.00	\$33,492.00

LEGAL NAME OF PROPOSER Superior Property Services, Inc.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON President		
DATE 12/14/09	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

**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.	State:	CA
City:	Pico Rivera	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		Date:	9/15/09

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: Graffiti Abatement Services
 SERVICE BY PROPOSER Graffiti Abatement Services
 PROPOSAL DATE: September, 15, 2009

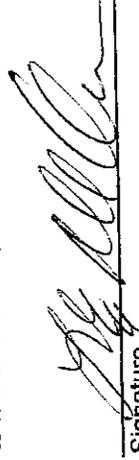
This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture, or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of 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

9/15/09
 Date

CONFLICT OF INTEREST CERTIFICATION

I, Larry DeCrona

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

of Superior Property Services, Inc. Name of proposer

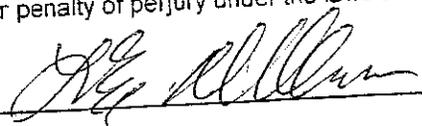
make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

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

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

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of 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 9/15/09

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: Pressure Washing	SERVICE DATES: 2008 - Current Fiscal
AGENCY/FIRM: City of West Hollywood	
ADDRESS: 8300 Santa Monica Blvd., W. Hollywood	
CONTACT: Kevin Trudeau	
TELEPHONE: (323) 848-6339	
FAX: (323) 848-6565	
E-MAIL: ktrudeau@weho.org	

SERVICE: Graffiti Abatement	SERVICE DATES: 2008 - Current Fiscal
AGENCY/FIRM: County of Orange	
ADDRESS: 2301 N. Glassell St., Orange	
CONTACT: Eileen DePuy	
TELEPHONE: (714) 567-6322	
FAX: (714) 567-6340	
E-MAIL:	

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

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

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

Proposer	Superior Property Services, Inc.	
Authorized representative	Larry DeCrona, President	
Signature		Date 9/15/09

**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						

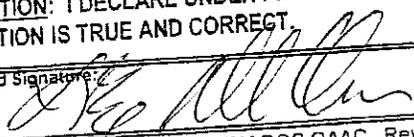
III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	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 Signatory:  Title: **President** Date: **9/15/09**



**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

"To Enrich Lives through Effective and Caring Service"

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 9/15/09

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:

<i>(Name)</i>	<i>(Title)</i>

For County use only

Date Transmittal Received by County: _____	Date Solicitation Released: _____
Reviewed by: _____	
Results of Review - Comments: _____	
Date Response sent to Proposer: _____	

CHARITABLE CONTRIBUTIONS CERTIFICATION

Superior Property Services, Inc.

Company Name

9129 Perkins St., 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. () ()

[Handwritten Signature]

Signature

9/15/09

Date

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

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

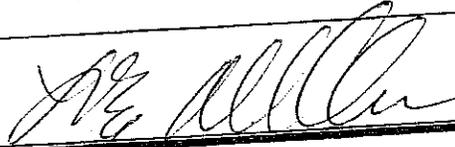
COMPANY NAME: Superior Property Services, Inc.		
COMPANY ADDRESS: 9129 Perkins St.		
CITY: Pico Rivera	STATE: CA	ZIP CODE: 90660

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

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

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

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

PRINT NAME: Larry DeCrona	TITLE: President
SIGNATURE: 	DATE: 9/15/09

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

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 

DATE: 9/15/09

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: Superior Property Services, Inc.

Proposer and/or principals are **not** currently involved in any pending litigation; are not aware of any threatened litigation 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: 9/15/09

ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES (2009-PA037)

PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION

Superior Property Services, Inc.
Proposer's Name

9129 Perkins St., Pio Rivera, CA 90660
Address

- If awarded the contract Proposer will comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Proposals, and Proposer will procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5 throughout the entire term of the proposed contract, without interruption or break in coverage

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

Larry DeCrona
Proposer's Printed Name


Proposer's Signature

9/15/09
Date

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 Number (if any):
Contract Dollar Amount:			

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.

**COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE**

Contractor Living Wage Declaration

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

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

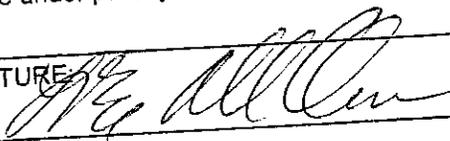
If you are not exempt from the Program, please check the option that best describes your intention to comply with Program.

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

Health Plan(s): **Cigna Health Care**
Company Insurance Group Number: **610449**

Health Benefit(s) Payment Schedule:

- Monthly
- Quarterly
- Bi-Annual
- Annually
- Other: _____ (Specify)

PLEASE PRINT COMPANY NAME: Superior Property Services, Inc.	
I declare under penalty of perjury under the laws of the State of California that the above information is true and correct.	
SIGNATURE: 	DATE: 9/15/09
PLEASE PRINT NAME: Larry DeCrona	TITLE OR POSITION: President

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

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

LIVING WAGE ORDINANCE:

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

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

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

LABOR LAW/PAYROLL VIOLATIONS :

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

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

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

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

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

HISTORY OF DEBARMENT (Check one):

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

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

Larry DeCrona
Owner's/Agent's Authorized Signature

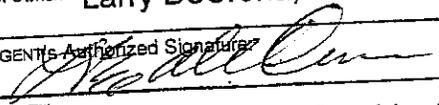
Superior Property Services, Inc.
Print Name of Firm

Larry DeCrona, President
Print Name and Title
9/15/09
Date

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

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

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

Print Name of Firm: Superior Property Services, Inc.	Print Name of Owner: Larry DeCrona, President
Print Address of Firm: 9129 Perkins St.	Owner's/AGENTS 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.

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 <i>Did Not</i> 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.

REQUESTED INFORMATION ON THE PROPOSER'S MEDICAL PLAN COVERAGE

Proposer: Superior Property Services, Inc.

Name of Proposer's Health Plan: Aetna Health Care

Date: September 15, 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	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Employee + 1 dependent	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Employee + 2 dependents	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Employee + 3 dependents	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Proposer's portion of above health premium payment			
Employee only	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Employee + 1 dependent	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Employee + 2 dependents	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Employee + 3 dependents	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Any Annual Deductible?			
Per Person	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Per Family	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Any Annual Maximum Employee Out-of-Pocket Expense?			
Per Person	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Per Family	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Any Lifetime Maximum?			
Per Person	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Per Family	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Ambulance coverage	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Doctor's Office Visits	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Emergency Care	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Home Health Care	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Hospice Care	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Hospital Care	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Immunizations	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Maternity	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Mental Health	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Mental Health In-Patient Coverage	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	

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

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

Under this health plan, a full time employee:

- Becomes eligible for health insurance coverage after 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.

Summary of Coverage

Employer: Superior Property Services, Inc.
Policyholder: Trustee for the SRC National Contractors Health Insurance Program Trust
Group Policy: GP-500B
SOC: 1; Plan H Dev. 7 Exempt
(EE Only \$225.52 per month)
(EE + one \$443.25 per month)
(Family \$660.99 per month)
Issue Date: April 1, 2009
Effective Date: April 1, 2009

The benefits shown in this Summary of Coverage are available for you and your eligible dependents.

Eligibility

Employees

All persons who:

- (a) are on Active Service as Employees of the Policyholder or Subscribing Unit, or Employees of a member of the Policyholder or Subscribing Unit; and
- (b) qualify as eligible Insureds as defined in the master application; and
- (c) meet the definition of eligible Employees as stated below.

Eligible Employee means: All Employees that are NOT performing services on LA County contracts.

Each coverage is in force only if the required contributions have been made. Contact your Employer concerning the method and amount of any contributions.

If you are in an Eligible Class on the Effective Date of this Plan, your eligibility date is the Effective Date of the Plan. Otherwise, it is the first day of the calendar month following the date you commence active service for your Employer, or if later, the date you enter the Eligible Class.

Dependents

You may cover your:

- wife or husband; and
- unmarried children who are under 24 years of age and who depend solely on you for support.

**Special Rules Which Apply to
a Child Who Must Be Covered
Due to a Qualified Medical
Child Support Order**

Any provision in this Plan that limits coverage as to a preexisting condition will not apply to effect the initial health coverage for a child who meets the definition of dependent and for whom you are required to provide health coverage as the result of a qualified medical child support order issued on or after the date your coverage becomes effective. You must make written request for such coverage. Coverage for the child will become effective on the date specified by your Employer.

If you are the non-custodial parent, proof of claim for such child may be given by the custodial parent. Benefits for such claim will be paid to the custodial parent.

Limited Comprehensive Medical Expense Coverage

As used in this benefit, Coverage Year means: A continuous 12 month period, beginning on April 1 and ending on March 31.

Covered Medical Expenses will be paid under this benefit as follows:

Please note: All maximums included in this Plan are combined maximums between Preferred Care and Non-Preferred Care, where applicable, unless specifically shown below.

Benefits are available only for categories of expenses listed below.

Inpatient Hospital Expenses

Room & Board

Preferred Care

Payment Percentage 100%

Non-Preferred Care

Payment Percentage 100%

Maximum Benefit per Day \$ 355

Maximum Number of Days per period of Confinement 30

Other Hospital Services

Preferred Care

Payment Percentage 100%

Non-Preferred Care

Payment Percentage 100%

Maximum Benefit per Day \$ 520

Maximum Number of Days per period of Confinement 30

Routine Newborn Nursery Care

Preferred Care

Payment Percentage 100%

Non-Preferred Care

Payment Percentage 100%

Maximum Benefit per Day \$ 250

Maximum Number of Days per period of Confinement 30

Outpatient Diagnostic Lab and X-Ray Expenses

Preferred Care	
Payment Percentage	100%
Copay per Visit	\$ 0
Non-Preferred Care	
Payment Percentage	100%
Copay per Visit	\$ 0

Diagnostic Lab and X Ray Expense
Maximum per Coverage Year \$ 720

Routine Preventive Care (Includes Routine Mammogram, Pap Smear, Prostate Cancer Screening Routine Screening for Colorectal Cancer and Immunizations for children under 18 years old, however such charges may exceed the stated maximum below)

Preferred Care	
Payment Percentage	100%
Copay per Visit*	\$ 10
Non-Preferred Care	
Payment Percentage	100%
Copay per Visit*	\$10

Routine Preventive Care Maximum
per Coverage Year \$ 200

* Immunizations are not subject to a
copay.

Emergency Room Expenses

Preferred Care	
Payment Percentage	100%
Non-Preferred Care	
Payment Percentage	100%

Maximum per Visit \$ 125
Maximum Number of Visits per
Coverage Year 2

Outpatient Surgical Facility Expenses

Preferred Care	
Payment Percentage	100%
Non-Preferred Care	
Payment Percentage	100%

Maximum per Surgery \$ 875

Comprehensive Dental Expense Coverage

Coverage Year Deductible	\$ 25	\$ 25	\$ 25
--------------------------	-------	-------	-------

After the deductible, the dental expense benefits payable under this Plan in a Coverage Year are paid at the Payment Percentage below. Benefits may vary depending upon whether a Preferred Care Provider is utilized. A Preferred Care Provider is a health care provider who has agreed to provide dental services or supplies at a Negotiated Charge. See your Employer for a copy of the Directory, which lists these health care providers.

Payment Percentage	
Type A Expenses	80%
Type B Expenses	50%
Coverage Year Maximum	
Employees	\$ 1,000
Dependents	\$ 500

General

This Summary of Coverage replaces any Summary of Coverage previously in effect under the group contract. Requests for amounts of coverage other than those to which you are entitled in accordance with this Summary of Coverage cannot be accepted.

The insurance described in this Booklet-Certificate will be provided under Aetna Life Insurance Company policy form GR-29W.

**KEEP THIS SUMMARY OF COVERAGE
WITH YOUR BOOKLET-CERTIFICATE**

FORM LW-8.5
(Revised 12/9/09)

COST METHODOLOGY FOR CONTRACT: ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES, ZONE 5F
Quartz Hill/Del Sur

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		4	4	4	4	4	4	20	1040	9.65 \$	10,036
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 \$ 13,135										
(4) bonuses	(1) Vacations, Sick Leave, Holiday \$ 788										
	(2) Health Insurance ** \$ 2,974										
	(3) Payroll Taxes & Workers' Compensation \$ 3,415										
	(4) Welfare and Pension \$ 657										
	Total Annual Employee Benefits (1+2+3+4) \$ 7,834										
	(5) Equipment Costs \$ 3,627										
	(6) Service and Supply Costs \$ 3,885										
	(7) General and Administrative Costs \$ 1,576										
	(8) Profit \$ 3,434										
	Total Annual Other Costs (5+6+7+8) \$ 12,522										
	TOTAL ANNUAL PRICE \$ 33,492										

* 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.

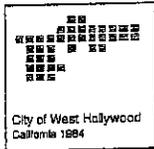
Superior Property Services, Inc. 12/14/09
Name of Proposer Date

Signature
Signature

4 FormLW-8



REFERENCE LETTERS



CITY OF WEST HOLLYWOOD

CITY HALL
8300 SANTA MONICA BLVD.
WEST HOLLYWOOD, CA
90069-6216
TEL: (323) 848-6471
FAX: (323) 848-6565

DEPARTMENT OF HUMAN SERVICES

June, 24, 2009

To Whom It May Concern;

I am pleased to recommend Superior Property Services, Inc. to anyone considering the use of their services. They have been providing consistent high quality pressure washing services to the City of West Hollywood. Superior has embraced West Hollywood's core values relating to sustainability and have up graded their equipment and provided us with 100% propane powered pressure washing and water recycling which exceeded our stiff requirements and goals of maintaining a Green image.

It continues to be a pleasure dealing with the friendly staff of Superior. They have been very 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.

Should you have any questions please feel free to contact me at 323-848-6339.

Sincerely,

Kevin W. Trudeau, Maintenance Superintendent
Facilities and Landscape Division



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

ORANGE COUNTY

Public Works

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) 834-8188

December 17, 2008

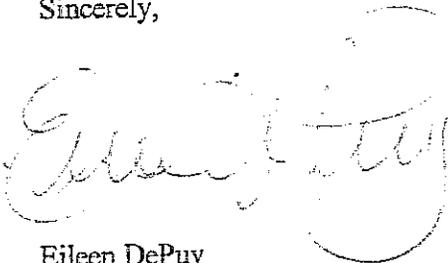
To Whom It May Concern:

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



January 5, 2008

Re: Letter of Support

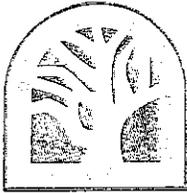
To whom it may concern,

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
Administrative Analyst
Department of Public Works
City of Colton
(909) 370-5065



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



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

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,

A handwritten signature in black ink, appearing to read "Ruth M. Rice".

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
2315 S. MOUNTAIN AVENUE, STE E, ONTARIO, CA 91764
(909) 458-1540 • Fax (909) 458-1500

March 9, 2006

To Whom It May Concern,

RE: Superior Property Services Inc.

I confirm that I have dealt with Superior Property Services Inc. since 2004, during which time they have provided San Bernardino County Code Enforcement graffiti removal services for the 2nd and 4th Supervisorial Districts. They have always responded to our requests for service in a timely manner and have provided excellent quality work. Their employees have been easy to work with and are always easily accessible to our staff. Their work has been a major factor in helping us provide the residents of San Bernardino County a better quality of life.

I can confidently recommend Superior Property Services Inc. as a solid and reliable graffiti abatement contractor.

Sincerely,

IGNACIO NUNEZ
CODE ENFORCEMENT OFFICER III
SAN BERNARDINO COUNTY CODE ENFORCEMENT

MARK UFFER
County Administrative Officer

NORMAN A. KANOLD
Assistant County
Administrator
Public and Support
Services Group

Board of Supervisors

BILL POSTMUS, Vice Chair First District DENNIS HANSBERGER Third District
PAUL BIANE Second District GARY C. OVITTS Fourth District
JOSIE GONZALES Fifth District

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 Code Enforcement Division has been contracting with this company for graffiti 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 graffiti 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	DENNIS HANSEFGER	Third District
PAUL BIANE, Vice Chair	Second District	GARY OMITTS	Fourth District
		JOSIE GONZALES	Fifth District



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

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

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

IN REPLY PLEASE
REFER TO FILE: **AS-0**

November 19, 2002

To Whom It May Concern:

SUPERIOR PRESSURE WASHING, INC.

Superior Pressure Washing, Inc. (Superior) served as our graffiti removal contractor from July 1, 1997 to June 30, 2002. Over the past five years, Superior has administered 14 contracts within the County. Superior has proved to be very effective and timely in removing graffiti throughout the unincorporated areas that they served. The graffiti was professionally removed within the 48 hours and 24 if obscene, sometimes being removed in the same day. The Los Angeles County Board of Supervisors and the community, in which this contractor serviced, were highly satisfied with the services provided. Due to our bidding process, Superior was outbid for the fiscal year 2002-2003.

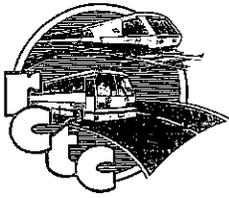
If you have any questions, please feel free to call me at (626) 458-4091.

Sincerely,

A handwritten signature in cursive script that reads "Valerie J. Hill".

Valerie J. Hill
Graffiti Abatement Program Manager

VH:tr/P:Larry



RIVERSIDE COUNTY TRANSPORTATION COMMISSION

March 24, 1999

To Whom It May Concern:

Since the last quarter of fiscal year 1998 The Riverside County Transportation Commission (RCTC) has contracted with Superior Property Services (Superior) to provide graffiti removal for the four (4) Metrolink Stations in Riverside County and for several miles of sound wall projects on the 91 freeway.

Superior provides the personnel, supplies and equipment necessary to expeditiously respond to RCTC's request for graffiti removal. Superior has demonstrated a quality of performance as well as an ability to respond promptly to the needs of this agency.

Based on experience I would gladly recommend Superior Property Services for an agency comparable to RCTC. If you have further questions or wish to discuss Superior's performance further, feel free to call me.

Sincerely,

Claudia Chase, Property Agent
Riverside County Transportation Commission

/cc



LEROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169
(626) 285-7171



August 16, 1999

Mr. Larry DeCrona
Superior Property Services
Superior Pressure Washing, Inc.
1415 East McFadden Avenue, Suite D
Santa Ana, California 92705

Dear Mr. DeCrona:

On August 3, 1999, personnel from the Temple Sheriff's Station and members of the South San Gabriel Community Advisory Committee conducted a community barbeque for the residents of South San Gabriel, in recognition of the 16th Annual National Night Out. As part of this event, you donated a large supply of "glow sticks" through Supervisor Molina's Field Office in El Monte, to be given to all the children who attended the barbeque. The glow sticks were a big hit with all the children and added a nice touch to the event.

On behalf of the Los Angeles County Sheriff's Department and the members of the South San Gabriel Community Advisory Committee, I would like to thank you for your generous contribution to this event. Your donation helped make the evening a success and created a joyful environment for all the children and their families. It is acts like these that are helping to strengthen the bond between the community and law enforcement.

Additionally, I would also like to thank you for taking the time out of your busy schedule to attend the last South San Gabriel Community Advisory Committee meeting which was held at Temple Station on July 15, 1999. I appreciate your professionalism and your willingness to listen to and work with the residents of this community regarding their concerns about graffiti and its removal.

A Tradition of Service

Mr. Larry DeCrona

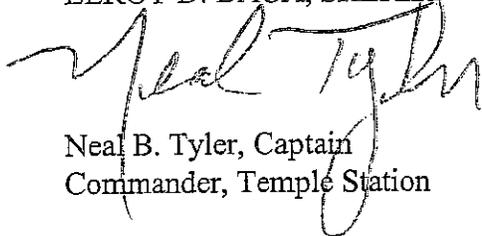
-2-

August 16, 1999

If at anytime you should need our assistance regarding graffiti in the South San Gabriel community, please feel free to contact Deputy Dana Chemnitzer of my staff at (626) 292-3330.

Sincerely,

LERROY D. BACA, SHERIFF

A handwritten signature in cursive script, appearing to read "Neal B. Tyler". The signature is written in black ink and is positioned above the typed name and title.

Neal B. Tyler, Captain
Commander, Temple Station



LERÓY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2159



(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.

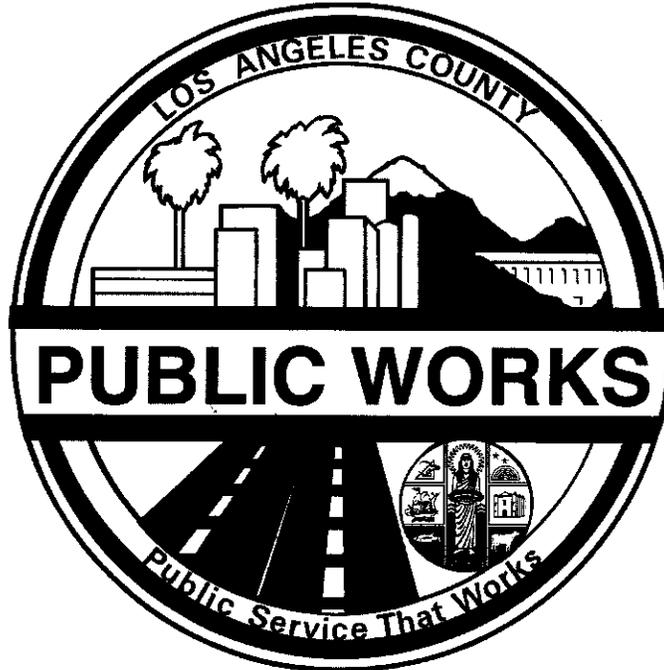
Sincerely,

LERÓY D. BACA, SHERIFF

Thomas P. Angel, Captain
East Los Angeles Station

A Tradition of Service

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 5G

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AGREEMENT FOR ZERO-TOLERANCE GRAFFITI
ABATEMENT SERVICES – ZONE 5G

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- EXHIBIT C Internal Revenue Service Notice 1015**
- EXHIBIT D Safely Surrendered Baby Law Posters**
- EXHIBIT E Area Maps**

AGREEMENT FOR

ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES – ZONE 5G

THIS AGREEMENT, made and entered into this 19th day of January, 2010, 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 September 16, 2009, hereby agrees to provide services as described in this Contract for Zero-Tolerance Graffiti Abatement Services - Zone 5G.

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.

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 \$49,128 per year or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's initial term shall be for a period of one year commencing on February 1, 2010, 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 ten days prior to the end of each term. At the sole discretion of the COUNTY, this Contract may also be extended on a month-to-month basis, upon a written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any month, in which case this Contract shall expire as of midnight on the last day of that month.

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

77225

accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

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

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

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

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

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

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

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

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

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

COUNTY OF LOS ANGELES

By *Gloria Molina*
Chair, Board of Supervisors

ATTEST:

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



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

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

By *Lachelle Smitherman*
Deputy

By *Lachelle Smitherman*
Deputy

77225

APPROVED AS TO FORM:

ROBERT E. KALUNIAN
Acting County Counsel

By *Carole Suzuki*
Deputy

SUPERIOR PROPERTY SERVICES,
INC.

By *[Signature]*
Its President

LARRY DE CRONIA
Type or Print Name

By *[Signature]*
Its Secretary

LARRY DE CRONIA
Type or Print Name

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

81 JAN 19 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On Dec. 21, 2009 before me, Kelly Gray, notary public
(Here insert name and title of the officer)

personally appeared Larry 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.

Kelly Gray
 Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

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

<p>DESCRIPTION OF THE ATTACHED DOCUMENT</p> <p>_____</p> <p style="text-align: center;"><small>(Title or description of attached document)</small></p> <p>_____</p> <p style="text-align: center;"><small>(Title or description of attached document continued)</small></p> <p>Number of Pages _____ Document Date _____</p> <p>_____</p> <p style="text-align: center;"><small>(Additional information)</small></p>

<p>CAPACITY CLAIMED BY THE SIGNER</p> <p><input type="checkbox"/> Individual (s)</p> <p><input type="checkbox"/> Corporate Officer</p> <p style="text-align: center;">_____</p> <p style="text-align: center;"><small>(Title)</small></p> <p><input type="checkbox"/> Partner(s)</p> <p><input type="checkbox"/> Attorney-in-Fact</p> <p><input type="checkbox"/> Trustee(s)</p> <p><input type="checkbox"/> Other _____</p>

SCOPE OF WORK

ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES

ZONE 5G – LAKE LOS ANGELES

A. Public Works Program Manager

Public Works Contract 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

The Work locations are detailed in Exhibit E. If any County unincorporated area of the Zero-Tolerance Zone is not captured in the maps, the County unincorporated area detailed in the Thomas Guide pages provided shall prevail.

- Exhibit E.4 is a map of Zero-Tolerance Zone 5G. (Thomas Guide page 4199)

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 and objects. 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 5G - 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 of this Exhibit. 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 or designee.

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 to the Work Plan set forth in the Contractor's proposal for this Contract, the Contractor's Staffing Plan and Cost methodology Form (LW-8) submitted for this Contract, and subparagraph 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 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, 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. Public Works will have direct contact with the on-site supervisor for the zero tolerance zone.

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 and follow its Work Plan throughout the entire Contract unless otherwise approved in writing by the Program Manager. Additionally, the Contractor shall:
 - a. Remove vulgar and threatening graffiti (i.e., profane, obscene, racist, gang 187's, or cross-outs) and respond to priority assignments, paint-out projects, and color match corrective painting within 24 hours, seven days a week.
 - b. 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 whether or not original graffiti removal was done by current contractor. 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 of tags removed, address, whether it was private property or in the public road right of way, and square footage of graffiti removed, painted over or pressure washed. The Program Manager or designee may originate graffiti removal work requests and shall receive all completion reports from the Contractor through the Graffiti Abatement Referral System, 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, 2nd Floor, Annex
Alhambra, CA 91803-1331

4. Perform all work necessary to complete this contract in a satisfactory manner and shall provide all personnel, supervision, vehicles, appropriate tools, supplies, materials, equipment, transportation, and other incidentals necessary to perform work.
5. Remove graffiti from all types of surfaces including, but not limited to, wood, metal, signage, stucco, brick, concrete, cinder blocks, sidewalks, smooth concrete, very rough grouted 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. 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 (see subparagraph J.9), 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 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. Graffiti on 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 in 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. Contractor shall provide the contact information of on-site personnel to Program Manager.
7. Only employees employed by the Contractor shall be allowed to provide services under this Contract. Any use of subcontractors shall be deemed a material breach of contract unless expressly authorized in writing by the 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 (if wall has been previously painted), 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. If wall has been previously painted, paint over with water-based paint. The sidewalks shall be clean of all graffiti and graffiti residue (sand). The sidewalks shall be blocked off as needed to maintain the public safety.
4. Curb Facing: Remove all graffiti paint from curb surfaces. The Contractor shall use the standard paint colors (red, blue, yellow, green, and white) depending on the original curb color and/or parking restrictions, as

- approved by Public Works. Nonpainted curbs shall be painted using concrete color paint or cleaned with water blasting machines.
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. If previously painted, Contractor shall paint with water-based paint mixed with sand. Please notify Public Works to prepare work area, to make it free of debris prior to removing graffiti off of these footbridges. Pedestrian bridges will have a 72-hour turnaround time upon Public Works completion of initial clean up. The Contractor shall schedule 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 believes that pressure washing may damage it, Contractor will contact Public Works to obtain Consent and Release of Liability from property owner prior to pressure washing.
13. **Brick Walls:** All graffiti shall be removed using a water blasting machine. Painting over shall not be done on a brick 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 mixed with sand. 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.
17. **Metal Light or Traffic Poles:** All graffiti shall be removed by appropriate means, and if paint is used, it shall match existing color.
18. **Electrical boxes, traffic control boxes, telecommunication boxes, etc.,** shall be color matched.

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 Program 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.
2. Safety vests shall be worn at all times by those removing graffiti. 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 storm water 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 THEREAFTER.	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 48 HOURS OF NOTIFICATION.	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.
REMOVE GRAFFITI	DAILY GRAFFITI REMOVED AND/OR PAINTED OVER (COLOR MATCHED) OR REMOVED WITHIN 48 HOURS UPON NOTIFICATION MONDAY THROUGH FRIDAY.	0%	100% INSPECTION ON A PERIODIC BASIS; COMPLAINTS.	50% OF TOTAL MONTHLY AMOUNT OF CONTRACT COST.	\$50 PER COMPLAINT NOT RESPONDED TO 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 murals. Not all murals are intended to be "permanent" artworks. Please refer any request from the public for removal of graffiti or removal of a temporary "memorial" mural to the Program Manager.

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

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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, the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

R. Facsimile Representations

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

S. Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor

Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

T. Force Majeure

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

U. Governing Laws, Jurisdiction, and Venue

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

V. Most Favored Public Entity

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

W. Nondiscrimination and Affirmative Action

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

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

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

X. Nonexclusivity

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

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

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

Z. Notice of Delays

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

AA. Notice of Disputes

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

BB. Notice to Employees Regarding the Federal Earned Income Credit

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

CC. Notices

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

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

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

DD. Publicity

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

1. Contractor shall develop all publicity material in a professional manner.
2. During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate commercial advertisements, press releases, feature articles, or other materials using the name of

County without the prior written consent of the Contract Manager. County shall not unreasonably withhold such written consent.

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

EE. Public Records Act

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

FF. Record Retention and Inspection/Audit Settlement

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

material shall be maintained by Contractor at a location in County, provided that if any such material is located outside County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

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

GG. Recycled-Content Paper Products

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

HH. 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.

II. 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.

JJ. 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.

KK. Warranty Against Contingent Fees

- a. 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.
- b. 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/SUSPENSIONS

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

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

B. Termination/Suspension for Convenience

1. This Contract may be suspended or terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Suspension or termination of work hereunder shall be effected by notice of suspension or termination to Contractor specifying the extent to which performance of work is suspended or terminated and the date upon which such suspension or termination becomes effective. The date upon which such suspension or termination becomes effective shall be no less than 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 or suspension under the provisions of this paragraph, it is determined by County that Contractor was not in default under the provisions of this paragraph or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination or suspension had been issued pursuant to this Exhibit's Termination/Suspension for Convenience.
5. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
6. As used herein, the terms "Subcontractor" and "Subcontractors" mean subcontractor at any tier.

D. Termination/Suspension for Improper Consideration

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

E. Termination/Suspension for Insolvency

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

- a. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code, and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - b. The filing of a voluntary or involuntary bankruptcy petition relative to Contractor under the Federal Bankruptcy Code;
 - c. The appointment of a bankruptcy Receiver or Trustee for Contractor;
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/Suspension for Nonadherence to County Lobbyists Ordinance

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

G. Termination/Suspension for Nonappropriation of Funds

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

SECTION 4

GENERAL CONDITIONS OF CONTRACT WORK

A. Authority of Public Works and Inspection

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

B. Cooperation

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

C. Cooperation and Collateral Work

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

D. Equipment, Labor, Supervision, and Materials

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

E. Gratuitous Work

Contractor agrees that should work be performed outside the Scope of Work indicated and without Public Works' prior written approval in accordance with this Exhibit's Amendments, such work shall be deemed to be a gratuitous effort by Contractor, and Contractor shall have no claim, 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 the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers 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 the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature

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

D. General Insurance Requirements

1. Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Paragraph and Paragraph E of this Section. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.
2. Evidence of Coverage and Notice to County - A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
 - a. Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
 - b. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance

Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

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

County of Los Angeles
Department of Public Works, Administrative Services Division
P.O. Box 1460
Alhambra, California 91802-1460
Attention of: Ms. Barbara Baiz, Contract Manager

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

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

- the Required Insurance provisions herein.
4. Cancellation of Insurance: Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.
 5. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.
 6. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.
 7. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.
 8. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
 9. Subcontractor Insurance Coverage Requirements: Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.
 10. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County,

or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

11. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.
12. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.
13. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.
14. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers shall be designated as an Additional Covered Party under any approved program.
15. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

E. Compensation for County Costs

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

F. Insurance Coverage Requirements

1. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents,

Employees and Volunteers as an additional insured, with limits of not less than:

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

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

SECTION 6

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

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

B. Chapter 2.202 of 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.



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.

Safely Surrendered *Baby Law*



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

No shame. No blame. No names.

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

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

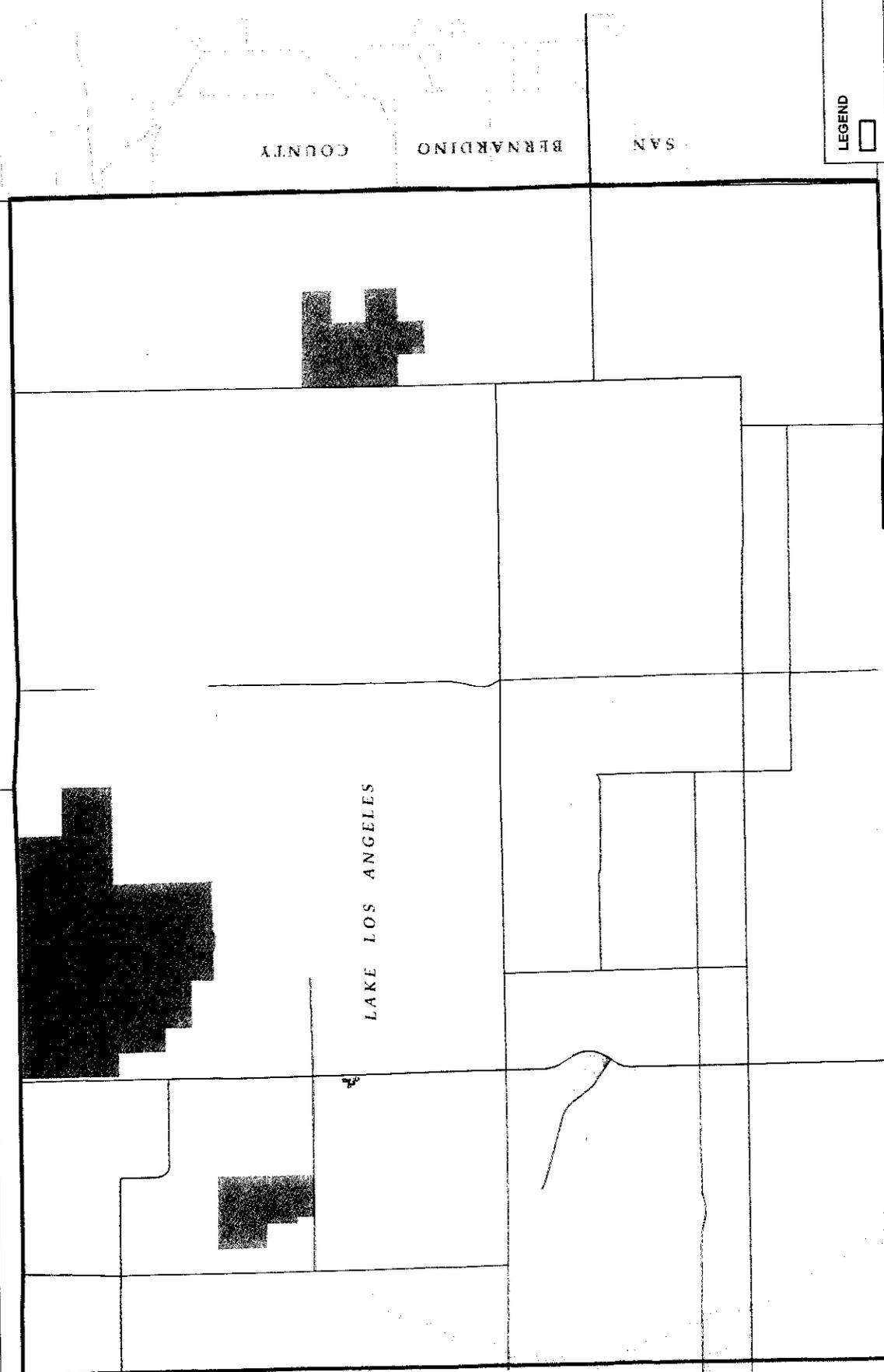
La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan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

Historia de un bebé

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



Supervisory District 5
Zero Tolerance Zone 5G
Lake Los Angeles



LEGEND

A small rectangular box with a white background and a black border, located below the word 'LEGEND'.

County of Los Angeles
Department of Public Works

Zero-Tolerance
Graffiti Abatement Services
Proposal

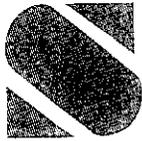
RFP #2009-PA037

September 16, 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

September 16, 2009

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

RE: ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES (2009-PA037)

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 4 zones, including pricing and equipment to be utilized.

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

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.

Larry DeCrona
President

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ADDITIONAL 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.)

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

5. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
Larry DeCrona	12851 View Ridge Drive	Santa Ana	CA	92705
6. SECRETARY/	ADDRESS	CITY	STATE	ZIP CODE
Larry DeCrona	12851 View Ridge Drive	Santa Ana	CA	92705
7. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
Ronald Bruncek	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.)

8. NAME	ADDRESS	CITY	STATE	ZIP CODE
Larry DeCrona	12851 View Ridge Drive	Santa Ana	CA	92705
9. NAME	ADDRESS	CITY	STATE	ZIP CODE
Ronald Bruncek	14811 Devonshire	Tustin	CA	92705
10. NAME	ADDRESS	CITY	STATE	ZIP CODE
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.		
13. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY	STATE	ZIP CODE
17671 Irvine Blvd., Suite 106,	Tustin	CA	92780

TYPE OF BUSINESS

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
DATE

Larry DeCrona
TYPE/PRINT NAME OF PERSON COMPLETING FORM

President
TITLE

Larry DeCrona
SIGNATURE

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](#)

KEVIN SHELLEY
CALIFORNIA SECRETARY OF STATE



GOOD STANDING CERTIFICATE/STATUS PRINTOUT REQUEST

1. THIS DOCUMENT IS BEING PROCESSED FOR: PLEASE COMPLETE SECTION 1 ONLY
ESTE DOCUMENTO SE ESTA PROCESANDO POR: FAVOR DE COMPLETAR SECCION "UNO"

Name/Nombre: ATTORNEYS CORPORATION SERVICE INC.

Address/Direccion: 3021 W. MAGNOLIA BLVD.

Telephone number
Numero de telefono: 818-729-9878

City/Ciudad: BURBANK

State/Estado: CALIFORNIA Zip Code/Numero de distrito postal: 91505

Corporate Name: SUPERIOR PROPERTY SERVICES, INC.
CORP #: C1764613 FILE DATE: 6/2/1995

PLEASE MAKE CHECKS PAYABLE TO SECRETARY OF STATE
FAVOR DE FIRMAEL CHEQUE A: SECRETARY OF STATE

2.

Certificate(s) of Good Standing 1 @ \$ 5.00 each \$ 5.00

Status Printout(s) _____ @ \$ 4.00 each \$ _____

Special Handling 1 @ \$10.00 each \$ 10.00

TOTAL PAID \$ 15.00

CASH CHECK CREDIT M.ORDER
540999

State of California
Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME:

SUPERIOR PROPERTY SERVICES, INC.

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

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

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

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



IN WITNESS WHEREOF, I execute this certificate
and affix the Great Seal of the State of
California this day of January 27, 2009.

Debra Bowen

DEBRA BOWEN
Secretary of State



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 pressure washing services for over 15 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 12 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 pressure washing and 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 continue 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 an integral part of the Superior operation and family.

Francisco Cuenca

Quality Assurance/Warehouse 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.

Rosalinda Equihua

Data Entry

Miss Equihua has been with the company for 2 years, she is experienced in QuickBooks, Word, excel, and PowerPoint presentations. Miss Equihua handles all of our data entry and helps keep all of our computers up and running. She currently is attending Santa Ana College.

Nancy Chavez

Receptionist/Dispatch

Miss Chavez has been with the company for over 3 years. Miss Chavez helps with the office work and answering the phones.

Mario Mendez

Janitorial Supervisor

Mario has been with the company for 6 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
Field 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
Quality Assurance Inspector 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.

THE FACTS

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

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

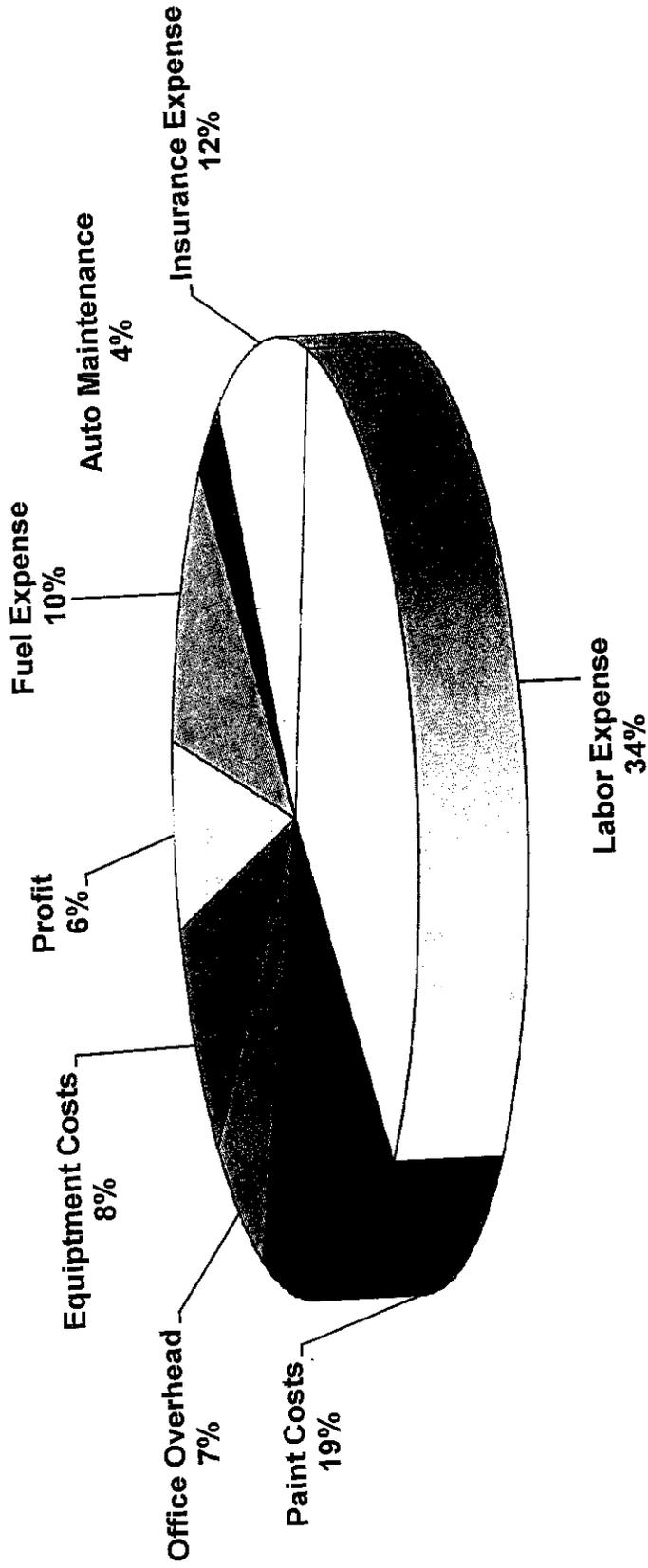
- **33,521 gallons**
 - **Paint used per year**

- **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.

Superior Property Services, Inc.

PROPOSER'S REFERENCE LIST

A. County of Los Angeles Graffiti Abatement Contracts

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

B. Other governmental agencies and private companies

2001 – Current Fiscal Year	County of Orange (Graffiti Abatement Contract) Includes County buildings County Court house interior/exterior County Flood Control Channels
2006 - Current Fiscal Year	City of West Covina (Graffiti Abatement Contract)
Current Fiscal Year	City of Orange (Graffiti Abatement Services)
Current Fiscal Year	City of West Hollywood (Pressure Washing Contract)
2006 – 2009	City of Colton (Graffiti Abatement 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
COUNTY OF SAN BERNARDINO
EPOCH CONSTRUCTION
FLEET FUELS
FOUNTAINGLEN PROPERTIES
GODBAY MONROE
GT BICYCLES
HACKETT MANAGEMENT CORP.
IC MYERS PROPERTIES
KB HOMES
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

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 environmentally friendly 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, maintained these contact areas for the last 3 years. No other company has been able to match our efficiency or productivity as Superior eradicates twice the amount of graffiti on its own without waiting for the County Graffiti 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. Removing graffiti is not rocket science, but it is hard work and requires follow through, common sense and a can do attitude. Our owners, administrators, supervisors and well-trained experienced personnel know what they are doing and do it well. We have regular meetings to discuss training 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. Everyone, from the top down understands our goal of zero tolerance graffiti removal by matching colors as best as possible, water blasting with the recapturing in mind 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 6:30 am 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 tracking system. We are currently using the Graffiti Tracker camera GPS system in conjunction with the County of Los Angeles Sheriff's Department to assist in apprehending high volume taggers

Most of our crews are based out of main warehouse in Pico Rivera which is located near 5 major freeways. 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 a major paint supplier to provide us with new and recycled paint at the lowest prices possible. Our supplier has committed to us for the next 3 years to lock their current prices, provide inventory and stock Superior Graffiti Block paint. They will ship to our warehouses within 12 hours and will stock our products in any of their local stores requested.

Superior is very proud of our X-Rite Color Design color matching system. The hand held sample monitors, software and computers make paint matching fast and accurate. The portable hand held instruments measures the color off the wall and we then process the samples color data characteristics factoring in lighting conditions and the surface. We then have the systems software display the paint mix formula the matches the sample taken with the hand held unit. All these functions are accomplished in a matter of seconds and our 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 help our environment we obtain mismatch paints from paint contractors and paint stores. We remix and re-tint these recycled paints to our existing colors to help 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. We have always taken 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:

Superior has been responsible for the graffiti removal over the last 3 years in all 4 of these areas. We have come to realize these areas are very unique and require constant monitoring.

The downturn in the economy has greatly impacted these areas which in turn has affected both the amount of graffiti and the costs associated with its removal. There has been an increase on the number of vacant and abandoned homes all over the Lancaster and Palmdale area. As a result of this we have seen an increase in the amount of gang activity and graffiti. Plus when fuel costs rise we see a very direct increase in our costs because of enormous spread out areas that need to be patrolled on a regular basis.

Zone 5D

Acton Area

Annual Proposed Price: \$29,508.00

- **1 roving paint crew (5 days/week; 20 hours per week)**
- **1 roving pressure washing crew (2 days/week; as needed)**
- **1 supervisor (2 days/week)**
- **Additional support as needed**

We have had this contract since its inception and are familiar with the area. This area off the antelope Valley Freeway and Sierra highway is sparsely populated mixed with residential and commercial properties. We do not find significant amounts of graffiti, however there are pockets that pose a recurring problem. Portions of this area are within the Angeles National Forest and are at higher elevations; obtaining access to some of the areas is very difficult. Even though there is relatively less activity in this area you still have the expense and time to patrol the entire area on a regular basis sometimes only finding one or two small tags. For every Work Order called into the County Graffiti Hotline, Superior proactively completes 10 work orders on our own. Fortunately, there is very little pressure washing required in this area, so more time can be given to patrolling the area.

We believe that obtaining a solid working relationship with the local business and homeowners in this area should be a key focal point. By developing these working relationships we can be much more efficient in servicing the area. Superior has an excellent understanding of these special requirements of working with the local business and property owners and developing a relationship with the Highway Patrol and local Sheriffs department.

This area would require a one man crew to proactively patrolling the area five days per week to insure that the area was graffiti free and be in a position to respond to work orders within the 48 hours, as required.

In the event that we are awarded more than one of the pending RFP's, we would continue to maintain a small local warehouse space centrally located to the areas. We have hired and trained a fulltime employee from the area. This gives us a stronger presence in the areas, allowing quicker response times; dramatically reducing our travel time and expenses.

Zone 5G

Lake Los Angeles

Annual Proposed Price: \$49,884.00

- **1 roving paint crew (5 days/week; 40 hours per week)**
- **1 roving pressure washing crew (2 days/week; as needed)**
- **1 supervisor (2 days/week)**
- **Additional support as needed**

This area covers a large geographical area with huge open space and a growing number of commercial and residential tracts. This area has received the greatest amount of graffiti activity and seems to continue to increase. Gang activity has been on the rise as well as general vandalism. We incur some pressure washing but mainly it is fairly large tags on long block walls. Freeway underpasses and concrete embankments are also popular targets of local taggers. There are some small pockets of frequent recurring graffiti, however they do not present a real problem once they have been identified and maintained. Much like Area 5F, the citizens in this area are vigilant in reporting graffiti and expect quick response. It has been our experience that we can expect the number of worker orders generated through the County Graffiti Hotline equals the number of work orders Superior proactively removes.

This area would require a full time; one man crew to proactively patrolling the area five days per week to insure that the area was graffiti free and be in a position to respond to work orders within the 48 hours, as required. This truck would be equipped with both the ability to provide pressure washing as well as complete chemical and paint removal of graffiti.

In the event that we are awarded more than one of the pending RFP's, we would continue to maintain a small local warehouse space centrally located to the areas. We have hired and trained a fulltime employee from the area. This gives us a stronger presence in the areas, allowing quicker response times; dramatically reducing our travel time and expenses.

In the event that we are awarded more than one of the pending RFP's, we would obtain local warehouse space centrally located to the areas. We would hire and train a fulltime employee from the area. This would give us a stronger presence in the areas, allowing quicker response times; dramatically reducing our travel time and expenses. This area and the Lake Los Angeles areas would definitely benefit from having a warehouse based in the area.

List of Superior Vehicles and Equipment

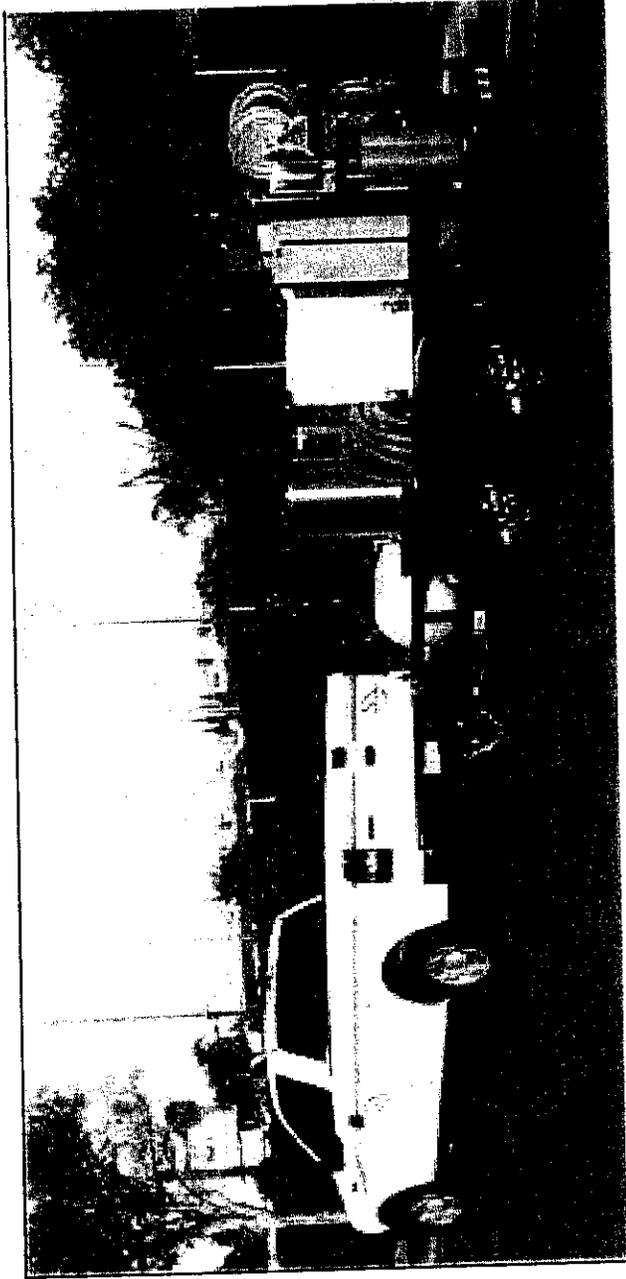


2008 Chevy Silverado Truck
2007 Ford-F150 Long Bed Truck
2005 Ford-F150 Long Bed Truck
2003 Ford 15 passenger Van
2003 Dodge Dakota X/C Truck
2003 Chevy S-10 Flat Bed Truck
2000 Toyota Tundra Flat Bed Truck
2002 F250 Ford Flat Bed Truck
1999 Ford F150 Long Bed Truck
1999 Dodge Dakota X/C Truck
1998 Dodge 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

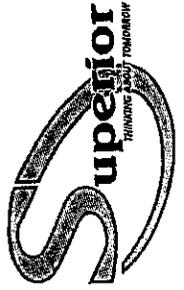
Trailer Mounted Silver Eagle "All Propane" Pressure washer & Water Recovery System
Trailer Mounted Landau Pressure Washer/Steam Cleaner
Trailer Mounted Delco Pressure Washer/Steam Cleaner
Truck Mounted Hydro Blaster Pressure Washer/Steam Cleaner
Truck Mounted Hydro Blaster Pressure Washer/Steam Cleaner
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 Quiet Series EU3000 is generator and has the capacity to fully recycle up to 220 gallons of water during recovery.





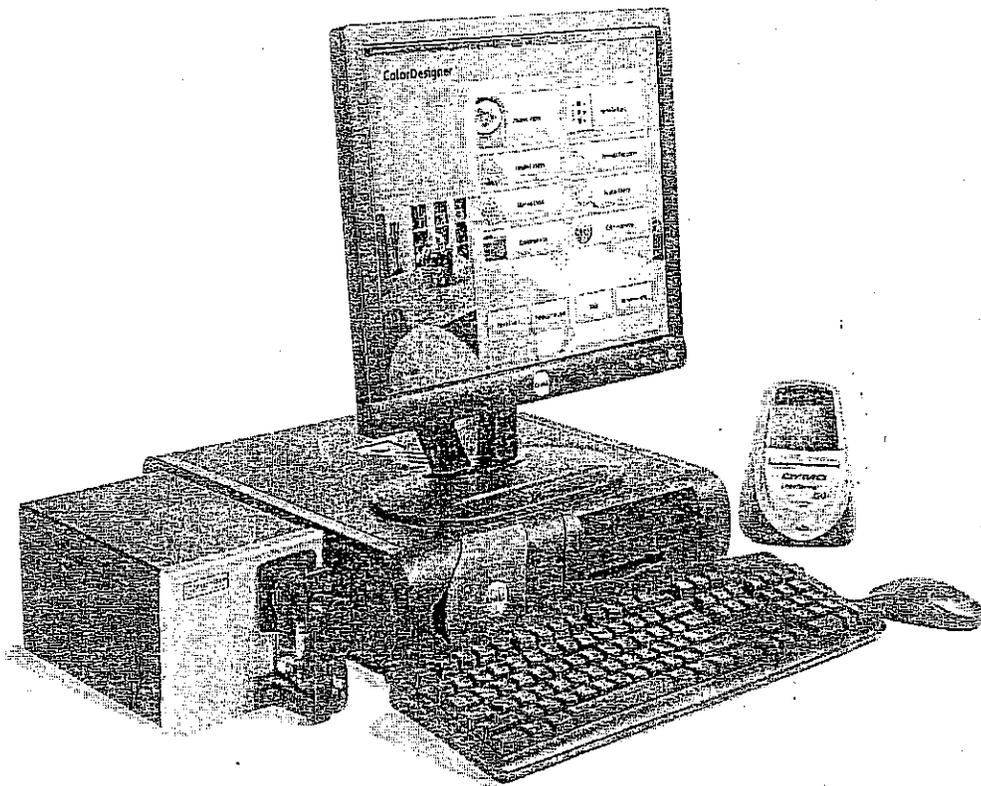
Repeat business.
Increased profit.
The perfect match.

A contractor starting a job, an interior designer planning for a new client, a homeowner with another project. MatchRite® hand-held, portable color measurement systems can bring this business to you—every time.

Provide your customers the technology to match colors on-site at the project, build location-specific records within your customer files, and improve their color match accuracy. With MatchRite hand-held, portable color measurement systems you bring your customers value; and they'll bring you the business.



ColorDesigner® 10



Installation Guide





**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 earn 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 policies.

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. If any of these contracts are awarded, we would assign Francisco & Chris to provide infield Supervision, quality workmanship and to insure we are meeting or exceeding the scope of work as outlined in this RFP.

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



LICENSE



State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE



License Number

835687

Entity

CORP

Business Name

**SUPERIOR PROPERTY SERVICES
INC**

Classification(s) **C33 C61/D38**



Expiration Date **04/30/2010**



Department of
General Services
 1220 N Street, Sacramento, CA 95833

SUPERIOR PROPERTY SERVICES INC - #26908

SUPPLIER PROFILE			
Legal Business Name	SUPERIOR PROPERTY SERVICES INC		
Doing Business As	SUPERIOR PROPERTY SERVICES INC		
Address	9129 PERKINS ST PICO RIVERA, CA 90660	Phone	(562) 801-9200
		FAX	(562) 801-9230
Email	larry@4superior.com		
Web Page	http://www.4superior.com		
Business Types	Construction Service		
Service Areas	Los Angeles County, Orange County, Riverside County, San Bernardino County, Ventura County,		
Keywords	PROVIDE GRAFFITI ABATEMENT SERVICES, PRESSURE WASHING, STEAM CLEANING AND FINAL CONSTRUCTION CLEAN SERVICES.		
Construction License Types	C-33 - Painting and Decorating D-61 - Gold Leaf Gilding		
Classifications	761116 - Building component cleaning services		

Active Certifications

TYPE	STATUS	FROM	TO
SB (Micro)	Approved	Jan 9, 2009	Jan 31, 2010

Certification History

TYPE	STATUS	FROM	TO
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**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



INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

PRODUCER Yorba Linda Insurance Services, Inc
 P.O. Box 661
 Yorba Linda, CA 92885
 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 Casalty 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/ ADD'L LTR/ INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> DEDUCTIBLE \$1,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	CL 2301106B	10/01/08	10/01/09	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON OWNED AUTOS <input checked="" type="checkbox"/> DED \$1,000	AC11081351	07/23/09	07/23/10	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				EACH OCCURRENCE AGGREGATE
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WD8331000409	05/11/09	05/11/10	

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

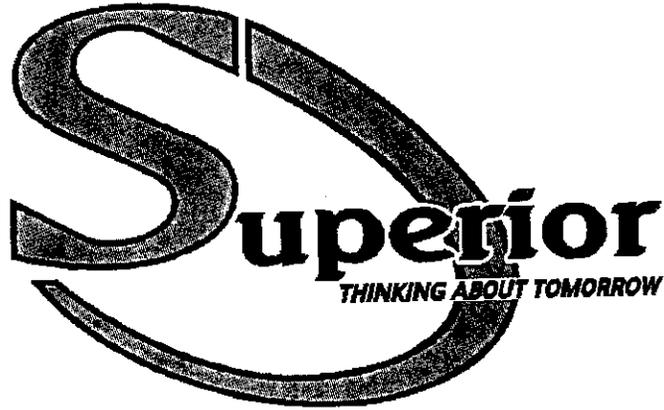
10 day notice of cancellation for non-payment of prmeium.
 Beach Center Partners LLC, Micket 5 Points Holdings LLC, Evolution West Management Services LLC, 1000 Bristol Street North #17-118, Newport Beach CA 92660-2906 are hereby recognized as additional insured per attached endorsement.
 RE: Five Points, Huntington Beach CA.

CERTIFICATE HOLDER

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



**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.
<p>1. TRACKING HOURS WORKED</p> <p>1.1. How does the Proposer track employee hours actually worked?</p> <p>1.2. Where do the Proposer's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite?</p> <p>1.3. If the employees report to a central site with travel to the worksite, when does the Proposer consider the employees' shift to have started? At a central site or upon arrival at the work location?</p>	<p>Each employee maintains a daily time card in addition to logging start, lunch and end with GPS on the cell phone system.</p> <p>Employees report to a central location warehouse; shift starts from this location and travel to work site during their shift.</p> <p>Shift starts when employess arrives at warehouse and begins work at the central location.</p>

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

QUESTION

2. REPORTING TIME

How does the Proposer know employees actually reported to work and at what time? For example, sign-in sheets, computerized check in, call-in system, or some other method?

The onsite Supervisor makes sure all employees properly clock in. In addition 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?

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.

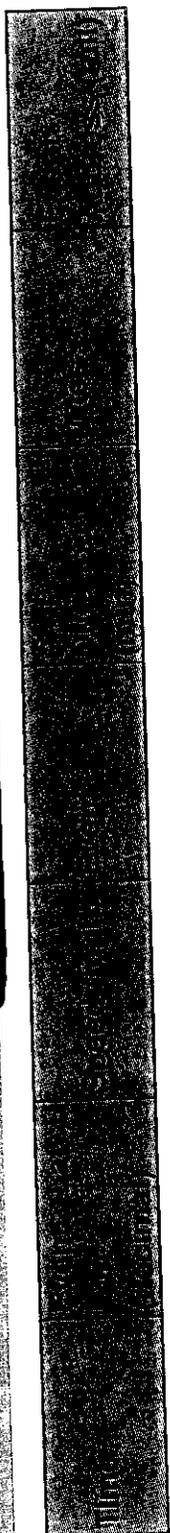
Supervisor checks time cards for accuracy and Office Manager checks time cards for completeness and accuracy. Cards are also compared to GPS reports.

Any issues found are brought to the employees attention and corrected. Records are then filed.

3.7 - Yes.

3.8. ATTACH ACTUAL COPIES OF THESE RECORDS
(Please blank out any personal information).

Location Details for [REDACTED] between 15-Sep-09 12:10



3:05 PM	33.778432/- 117.894676	0 Auto Real Time	25 (25)	68 --
3:00 PM	33.778496/- 117.894548	0 Auto Real Time	20 (25)	68 --
2:55 PM	33.778464/- 117.894602	0 Auto Real Time	15 (25)	68 --
2:50 PM	33.778443/- 117.89458	0 Auto Real Time	10 (25)	68 --
2:45 PM	33.778472/- 117.89458	1 Auto Real Time	5 (25)	68 --
2:40 PM	33.778453/- 117.894602	2 Auto Real Time	0 (25)	68 --
2:35 PM	33.776133/- 117.891988	Auto Real Time	15 (15)	58.7 --
2:30 PM	33.776133/- 117.891988	Auto Real Time	10 (15)	58.7 --
2:25 PM	33.773936/- 117.904287	Auto Real Time	5 (15)	58.7 --
2:20 PM	33.773936/- 117.904287	Auto Real Time	0 (15)	58.7 --
2:15 PM	33.774163/- 118.05586	51 Auto Real Time	--	58.7 --
2:10 PM	33.825917/- 118.084063	Auto Real Time	5 (5)	45 --
2:05 PM	33.825917/- 118.084063	Auto Real Time	0 (5)	45 --
2:00 PM	33.968613/- 118.097471	9 Auto Real Time	--	45 --
1:55 PM	33.972141/- 118.101119	1 Auto Real Time	5 (5)	44.7 --

1:50 PM	33.972184/- 118.101226		1 Auto Real Time	0 (5)	44.7 --
1:45 PM	33.972379/- 118.10113		5 Auto Real Time	--	44.7 --
1:40 PM	33.972259/- 118.101183		11 Auto Real Time	--	44.7 --
1:35 PM	33.972131/- 118.101076		7 Auto Real Time	--	44.7 --
1:30 PM	33.975627/- 118.121972		23 Auto Real Time	--	43.5 --
1:25 PM	33.998139/- 118.146442		24 Auto Real Time	--	41.4 --
1:20 PM	34.01572/- 118.170634		32 Auto Real Time	--	39.6 --
1:15 PM	34.017117/- 118.173407	--	Auto Real Time	15 (15)	39.4 --
1:10 PM	34.017117/- 118.173407	--	Auto Real Time	10 (15)	39.4 --
1:05 PM	34.017299/- 118.173322		2 Auto Real Time	5 (15)	39.4 --
1:00 PM	34.017405/- 118.1733		1 Auto Real Time	0 (15)	39.4 --
12:55 PM	34.016395/- 118.175039		6 Auto Real Time	--	39.3 --
12:50 PM	34.014861/- 118.17345	--	Auto Real Time	10 (10)	38.6 --
12:45 PM	34.014861/- 118.17345	--	Auto Real Time	5 (10)	38.6 --
12:40 PM	34.023829/- 118.18114		2 Auto Real Time	0 (10)	38.6 --
12:35 PM	34.023155/- 118.169887		2 Auto Real Time	--	38 --
12:30 PM	34.023136/- 118.169887		12 Auto Real Time	--	38 --
12:25 PM	34.014264/- 118.159594		4 Auto Real Time	--	37.1 --

12:20 PM	34.0154/- 118.159412	4 Auto Real Time --	37.1 --
12:15 PM	34.016909/- 118.160724	1 Auto Real Time --	36.9 --
12:10 PM	34.018832/- 118.173876	10 Auto Real Time --	36.2 --
12:05 PM	34.015677/- 118.181066	Auto Real Time 5 (5)	35.7 --
12:00 PM	34.015677/- 118.181066	Auto Real Time 0 (5)	35.7 --
11:55 AM	34.013523/- 118.164959	33 Auto Real Time --	34.8 --
11:50 AM	34.020496/- 118.156991	2 Auto Real Time 5 (5)	34.1 --
11:45 AM	34.020248/- 118.157076	0 Auto Real Time 0 (5)	34.1 --
11:40 AM	34.020635/- 118.15697	9 Auto Real Time --	34.1 --
11:35 AM	34.023669/- 118.156671	Auto Real Time 45 (45)	33.7 --
11:30 AM	34.023669/- 118.156671	Auto Real Time 40 (45)	33.7 --
11:27 AM	34.023669/- 118.156671	Lunch End 36 (45)	33.7 -- Alley, East Los Angeles, CA, 33.7 90022
11:25 AM	34.023669/- 118.156671	Auto Real Time 35 (45)	33.7 --
11:20 AM	34.023669/- 118.156671	Auto Real Time 30 (45)	33.7 --
11:15 AM	34.023669/- 118.156671	Auto Real Time 25 (45)	33.7 --
11:10 AM	34.023669/- 118.156671	Auto Real Time 20 (45)	33.7 --
11:05 AM	34.023669/- 118.156671	Auto Real Time 15 (45)	33.7 --
11:00 AM	34.023669/- 118.156671	Auto Real Time 10 (45)	33.7 --

Alley, East Los
 Angeles, CA,
 33.7 90022

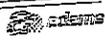
10:55 AM	34.023669/- 118.156671	--	Lunch Start	5 (45)	33.7 --
10:55 AM	34.023669/- 118.156671	--	Auto Real Time	5 (45)	33.7 --
10:50 AM	34.023669/- 118.156671	--	Auto Real Time	0 (45)	33.7 --
10:45 AM	34.021728/- 118.163156		4 Auto Real Time	--	33.7 --
10:40 AM	34.02528/- 118.156479		2 Auto Real Time	5 (5)	33.3 --
10:35 AM	34.025848/- 118.156266		1 Auto Real Time	0 (5)	33.3 --
10:30 AM	34.026813/- 118.155946		0 Auto Real Time	--	33.2 --
10:25 AM	34.027256/- 118.155796		4 Auto Real Time	--	33.2 --
10:20 AM	34.0294/- 118.155146		0 Auto Real Time	25 (25)	33.1 --
10:15 AM	34.029507/- 118.155252		1 Auto Real Time	20 (25)	33.1 --
10:10 AM	34.030032/- 118.154975		0 Auto Real Time	15 (25)	33.1 --
10:05 AM	34.030181/- 118.154847		0 Auto Real Time	10 (25)	33.1 --
10:00 AM	34.030192/- 118.154975		2 Auto Real Time	5 (25)	33.1 --
9:55 AM	34.030525/- 118.154804		0 Auto Real Time	0 (25)	33.1 --
9:50 AM	34.033336/- 118.158068		1 Auto Real Time	--	32.8 --
9:45 AM	34.033403/- 118.158282		10 Auto Real Time	--	32.8 --
9:40 AM	34.033488/- 118.162506		11 Auto Real Time	--	32.6 --
9:35 AM	34.029488/- 118.180042		33 Auto Real Time	--	31.5 --

6:30 AM	33.972325/- 118.10129	0 Auto Real Time	15 (25)	18.6 --
6:25 AM	33.972053/- 118.101204	Auto Real Time	10 (25)	18.6 --
6:20 AM	33.972408/- 118.101119	Auto Real Time	5 (25)	18.6 --
6:15 AM	33.972408/- 118.101119	Auto Real Time	0 (25)	18.6 --
6:10 AM	33.972117/- 118.101162	6 Auto Real Time	--	18.6 --
6:05 AM	33.972408/- 118.101119	Auto Real Time	10 (10)	18.6 --
6:00 AM	33.972408/- 118.101119	Auto Real Time	5 (10)	18.6 --
5:57 AM	33.971851/- 118.101332	Shift Start	2 (10)	9144 Perkins St, Pico Rivera, CA, 18.6 90660
5:55 AM	33.971851/- 118.101332	Auto Real Time	0 (10)	18.6 --
5:50 AM	33.960576/- 118.110154	1 Auto Real Time	--	17.7 --
5:45 AM	33.895848/- 118.050367	63 Auto Real Time	--	12.1 --
5:40 AM	33.848168/- 117.97745	Auto Real Time	75 (75)	0 --
5:35 AM	33.848168/- 117.97745	Auto Real Time	70 (75)	0 --
5:30 AM	33.778229/- 117.89458	0 Auto Real Time	65 (75)	0 --
5:27 AM	33.778109/- 117.894527	0 Shift End	62 (75)	3862 W Park Balboa Ave, Orange, CA, 0 92868
5:25 AM	33.778411/- 117.894495	Auto Real Time	60 (75)	0 --
5:20 AM	33.778411/- 117.894495	Auto Real Time	55 (75)	0 --

10-24-71

NAME [REDACTED]

EXTRA TIME		REGULAR TIME	
1st Day	NOON		
2nd Day	NOON		
THURSDAY	NOON		
FRIDAY	NOON		
SATURDAY	NOON		
SUNDAY	NOON		
2 1/2	NOON		
2 1/2	NOON		
TOTAL		TOTAL	



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

QUESTION

4. OTHER RECORDS USED TO CREATE PAYROLL (IF ANY)

- 4.1. If records of actual time worked are not used to create payroll, what is the source document that is used?
- 4.2. Who prepares and who checks the source document?
- 4.3. Does the employee sign it?
- 4.4. Who approves the source document, and what do they compare it with prior to approving it?

NONE

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

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

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

9/16/2009

\$ **1,062.59

PAY TO THE
 ORDER OF

[REDACTED]

One Thousand Sixty-Two and 59/100

DOLLARS

[REDACTED]
 [REDACTED]
 [REDACTED]

AUTHORIZED SIGNATURE

MEMO

Pay Period: 08/26/2009 - 09/10/2009

⑈0⑆5⑆78⑈ ⑆12243⑆72⑆ 20⑆20005564⑈

15178

SUPERIOR PROPERTY SERVICES, INC

9129 PERKINS ST., PICO RIVERA
 Employee [REDACTED]

SSN [REDACTED] Status (Fed/State)
 Married/Married (one income)
 Pay Period: 08/26/2009 - 09/10/2009

Allowances/Extra
 Fed-1/0/CA-1/0
 Pay Date: 09/16/2009

	Qty	Rate	Current	YTD Amount
Earnings and Hours				
Hourly Rate	86.00	11.00	1,056.00	16,610.00
Overtime Rate	10.50	16.50	173.25	3,477.42
Vacation Hourly Rate			0.00	440.00
			1,229.25	20,527.42

	Current	YTD Amount
Taxes	-45.00	-816.00
Federal Withholding	-76.21	-1,272.70
Social Security Employee	-17.83	-297.66
Medicare Employee	-14.10	-198.88
CA - Withholding	-13.52	-225.80
CA - Disability Employee	-166.66	-2,811.03

	Current	YTD Amount
Adjustments to Net Pay	0.00	-800.00
Employee Loan Repayment		

Net Pay 1,062.59 16,916.39

	YTD Used	Available
Paid Time Off	0.00	24.00
Sick	40.00	40.00
Vacation		

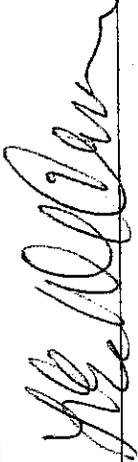
Superior Property Services, Inc., 9129 Perkins St., Pico Rivera, CA 90660 (562) 801-9200

Security features. Details on back.

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

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>9. TRAVEL TIME</p> <p>9.1. How is travel time during an employee's shift paid?</p> <p>9.2. At what rate is such travel time paid if the employee has multiple wage rates?</p> <p>9.3. Discuss how the Proposer calculates the day's wages for each situation described in the following two examples:</p> <p>a. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are paid at a different rate than the County's Living Wage rate.</p> <p>b. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are also paid the County's Living Wage rate.</p>	<p>All travel time is paid once employee starts shift.</p> <p>Travel time is paid at base rate or overtime rate, if applicable.</p> <p>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.</p> <p>All work time and travel time would be paid at LW rate.</p>
<p>10. OVERTIME</p> <p>10.1. How does the Proposer calculate overtime wages?</p> <p>10.2. What if the employee has multiple wage rates?</p>	<p>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.</p>

DATED: 9/15/09

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 Aetna HealthCare , which provide full medical for our employee and dependents at a cost of \$2.20 per hour and plus an hourly wage of \$9.65 per hour.

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

- ✔ Superior pays on the 1st & 15th of each month
- ✔ Pay period is through the 25th and the 10th of each month
- ✔ All employees are provided with cell phones with GPS capability with Xora System which records the time they clock in for their shift and their location at time of shift start and shift end. It also records the location and start and end period of their lunch break.
- ✔ All employees must also use time cards provided and clock in and out as a back up system to the Xora system.
- ✔ Time cards are to be reviewed and initialed as to correctness prior to the preceding pay period, any discrepancy need to be brought to our attention immediately.
- ✔ The time cards are used as the backup document for data input and provided to Quickbooks Payroll Service to generate pay checks
- ✔ Each pay check and time card is reviewed and signed by our Vice President and delivered to the employee. Pay checks maybe automatically deposited directly into employees account, mailed, picked up or delivered, per the employee's request.
- ✔ Supervisors are to monitor employee's arrival and departures from the work place and accuracy of the time cards.
- ✔ All time cards and payroll records are kept for a minimum of 5 years.
- ✔ All overtime will be paid on the next pay period at the current pay rate or in the event of multiple pay rates they will receive the rate at which the job is classified at or a blended rate using the higher rate.
- ✔ Overtime must be approved by the supervisor, if unapproved overtime has occurred the employee will be paid all requested hours and a written notice of our policy will be given to the employee and his/her payroll file will be documented.

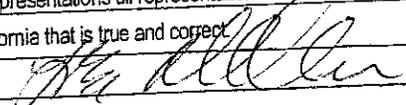
- If an employee has more than one rate of pay, the weighted average of the combined pay rates will be used to determine the overtime rate.
- Employees report to work at the warehouse location they have been assigned to and they return to the same warehouse upon completion of their shift times begin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

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



FORMS

VERIFICATION OF PROPOSAL

DATE: September 15, 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):			
<input type="checkbox"/> Sole proprietor	Name of Proprietor:		
<input checked="" type="checkbox"/> A corporation:	Corporation's principal place of business: 9129 Perkins St., Pico Rivera, CA 90660		Year incorporated: 1995
	State of incorporation: California		
<input type="checkbox"/> Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts	President/CEO:		Secretary:
<input type="checkbox"/> A general partnership:	Names of partners:		
<input type="checkbox"/> A limited partnership:	Name of general partner:		
<input type="checkbox"/> A joint venture of:	Names of joint venturers:		
<input type="checkbox"/> A limited liability company:	Name of managing member:		
9. The only persons or firms interested in this proposal as principals are the following:			
Name(s) Larry DeCrona	Title President	Phone (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? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
If yes, name of parent firm: _____			
State of incorporation/registration of parent firm: _____			
11. Has your firm done business under any other name(s) within the last five years? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, please list the other name(s):			
Name(s): _____		Year of name change: _____	
Name(s): _____		Year of name change: _____	
12. Is your firm involved in any pending acquisition or merger? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
If yes, indicate the associated company's name: _____			
13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final.			
14. CHECK ONE:			
<input type="checkbox"/> (a) I am making these representations and all representation contained in this proposal based on information and belief that they are true.		<input checked="" type="checkbox"/> (b) I am making these representations all representation contained in this proposal based on information and belief that they are true.	
I declare under penalty of perjury under the laws of California that is true and correct			Date: 9/15/09
Signature of Proposer or Authorized Agent: 			
Type name and title: Larry DeCrona, President			

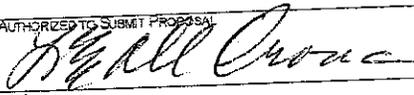
SCHEDULE OF PRICES

FOR

ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES – ZONE 5G (2009-PA037)

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 5G	\$4,094.00	\$49,128.00

LEGAL NAME OF PROPOSER Superior Property Services, Inc.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON President		
DATE 12/14/09	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

**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.	State: CA	Zip Code: 90660
City:	Pico Rivera		
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 <i>Larry DeCrona</i>	Date: 9/15/09

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: Graffiti Abatement Services
 SERVICE BY PROPOSER Graffiti Abatement Services
 PROPOSAL DATE: September 15, 2009

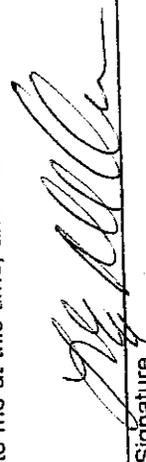
This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture, or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of 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

9/15/09
 Date

CONFLICT OF INTEREST CERTIFICATION

I, Larry DeCrona

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

of Superior Property Services, Inc. Name of proposer

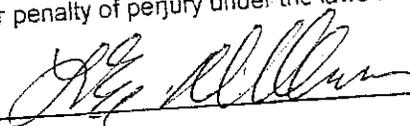
make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

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

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

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of 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 9/15/09

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: Pressure Washing	SERVICE DATES: 2008 - Current Fiscal
AGENCY/FIRM: City of West Hollywood	
ADDRESS: 8300 Santa Monica Blvd., W. Hollywood	
CONTACT: Kevin Trudeau	
TELEPHONE: (323) 848-6339	
FAX: (323) 848-6565	
E-MAIL: ktrudeau@weho.org	

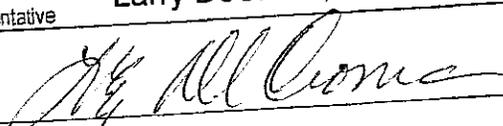
SERVICE: Graffiti Abatement	SERVICE DATES: 2008 - Current Fiscal
AGENCY/FIRM: County of Orange	
ADDRESS: 2301 N. Glassell St., Orange	
CONTACT: Eileen DePuy	
TELEPHONE: (714) 567-6322	
FAX: (714) 567-6340	
E-MAIL:	

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

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

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

Proposer	Superior Property Services, Inc.	
Authorized representative	Larry DeCrona, President	
Signature		Date: 9/15/09

**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						

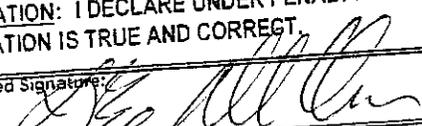
III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	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: President Date: 9/15/09



**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

"To Enrich Lives through Effective and Caring Service"

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 9/15/09

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: _____

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

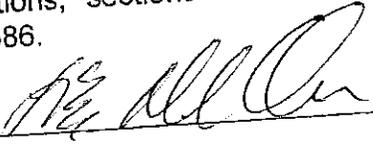
(✓)

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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

9/15/09
Date

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

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

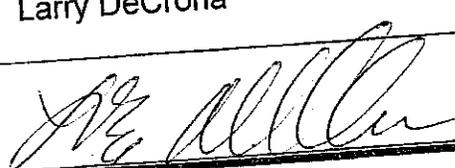
COMPANY NAME: Superior Property Services, Inc.		
COMPANY ADDRESS: 9129 Perkins St.		
CITY: Pico Rivera	STATE: CA	ZIP CODE: 90660

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

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

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

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

PRINT NAME: Larry DeCrona	TITLE: President
SIGNATURE: 	DATE: 9/15/09

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

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 

DATE: 9/15/09

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: Superior Property Services, Inc.

Proposer and/or principals are **not** currently involved in any pending litigation; are not aware of any threatened litigation 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: *[Signature]* Date: 9/15/09

ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES (2009-PA037)

PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION

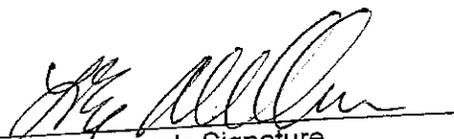
Superior Property Services, Inc.
Proposer's Name

9129 Perkins St., Pio Rivera, CA 90660
Address

- If awarded the contract Proposer will comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Proposals, and Proposer will procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5 throughout the entire term of the proposed contract, without interruption or break in coverage

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

Larry DeCrona
Proposer's Printed Name


Proposer's Signature

9/15/09
Date

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 Number (if any):
Contract Dollar Amount:			

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.

**COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE**

Contractor Living Wage Declaration

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

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

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

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

Health Plan(s): **Cigna Health Care**
Company Insurance Group Number: **610449**

Health Benefit(s) Payment Schedule:
 Monthly Quarterly Bi-Annual
 Annually Other: _____ (Specify)

PLEASE PRINT COMPANY NAME: Superior Property Services, Inc.	
I declare under penalty of perjury under the laws of the State of California that the above information is true and correct.	
SIGNATURE: 	DATE: 9/15/09
PLEASE PRINT NAME: Larry DeCrona	TITLE OR POSITION: President

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

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

LIVING WAGE ORDINANCE:

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

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

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

LABOR LAW/PAYROLL VIOLATIONS :

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

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

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

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

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

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

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

HISTORY OF DEBARMENT (Check one):

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

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

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

Larry DeCrona
Owner's/Agent's Authorized Signature

Superior Property Services, Inc.
Print Name of Firm

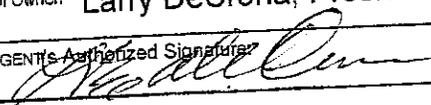
Larry DeCrona, President
Print Name and Title

9/15/09
Date

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

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

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

Print Name of Firm: Superior Property Services, Inc.	Print Name of Owner: Larry DeCrona, President
Print Address of Firm: 9129 Perkins St.	Owner's/AGENTS 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

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 <i>Did Not</i> 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.

REQUESTED INFORMATION ON THE PROPOSER'S MEDICAL PLAN COVERAGE

Proposer: Superior Property Services, Inc.

Name of Proposer's Health Plan: Aetna Health Care

Date: September 15, 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	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Employee + 1 dependent	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Employee + 2 dependents	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Employee + 3 dependents	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Proposer's portion of above health premium payment			
Employee only	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Employee + 1 dependent	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Employee + 2 dependents	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Employee + 3 dependents	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Any Annual Deductible?			
Per Person	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Per Family	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Any Annual Maximum Employee Out-of-Pocket Expense?			
Per Person	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Per Family	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Any Lifetime Maximum?			
Per Person	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Per Family	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Ambulance coverage	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Doctor's Office Visits	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Emergency Care	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Home Health Care	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Hospice Care	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Hospital Care	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Immunizations	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Maternity	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Mental Health	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Mental Health In-Patient Coverage	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	

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

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

Under this health plan, a full time employee:

Becomes eligible for health insurance coverage after 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.

Summary of Coverage

Employer: Superior Property Services, Inc.
Policyholder: Trustee for the SRC National Contractors Health Insurance Program Trust
Group Policy: GP-500B
SOC: 1; Plan H Dev. 7 Exempt
(EE Only \$225.52 per month)
(EE + one \$443.25 per month)
(Family \$660.99 per month)
Issue Date: April 1, 2009
Effective Date: April 1, 2009

The benefits shown in this Summary of Coverage are available for you and your eligible dependents.

Eligibility

Employees

All persons who:

- (a) are on Active Service as Employees of the Policyholder or Subscribing Unit, or Employees of a member of the Policyholder or Subscribing Unit; and
- (b) qualify as eligible Insureds as defined in the master application; and
- (c) meet the definition of eligible Employees as stated below.

Eligible Employee means: All Employees that are NOT performing services on LA County contracts.

Each coverage is in force only if the required contributions have been made. Contact your Employer concerning the method and amount of any contributions.

If you are in an Eligible Class on the Effective Date of this Plan, your eligibility date is the Effective Date of the Plan. Otherwise, it is the first day of the calendar month following the date you commence active service for your Employer, or if later, the date you enter the Eligible Class.

Dependents

You may cover your:

- wife or husband; and
- unmarried children who are under 24 years of age and who depend solely on you for support.

**Special Rules Which Apply to
a Child Who Must Be Covered
Due to a Qualified Medical
Child Support Order**

Any provision in this Plan that limits coverage as to a preexisting condition will not apply to effect the initial health coverage for a child who meets the definition of dependent and for whom you are required to provide health coverage as the result of a qualified medical child support order issued on or after the date your coverage becomes effective. You must make written request for such coverage. Coverage for the child will become effective on the date specified by your Employer.

If you are the non-custodial parent, proof of claim for such child may be given by the custodial parent. Benefits for such claim will be paid to the custodial parent.

Limited Comprehensive Medical Expense Coverage

As used in this benefit, Coverage Year means: A continuous 12 month period, beginning on April 1 and ending on March 31.

Covered Medical Expenses will be paid under this benefit as follows:

Please note: All maximums included in this Plan are combined maximums between Preferred Care and Non-Preferred Care, where applicable, unless specifically shown below.

Benefits are available only for categories of expenses listed below.

Inpatient Hospital Expenses

Room & Board

Preferred Care

Payment Percentage 100%

Non-Preferred Care

Payment Percentage 100%

Maximum Benefit per Day \$ 355

Maximum Number of Days per period of Confinement 30

Other Hospital Services

Preferred Care

Payment Percentage 100%

Non-Preferred Care

Payment Percentage 100%

Maximum Benefit per Day \$ 520

Maximum Number of Days per period of Confinement 30

Routine Newborn Nursery Care

Preferred Care

Payment Percentage 100%

Non-Preferred Care

Payment Percentage 100%

Maximum Benefit per Day \$ 250

Maximum Number of Days per period of Confinement 30

Outpatient Diagnostic Lab and X-Ray Expenses

Preferred Care	
Payment Percentage	100%
Copay per Visit	\$ 0
Non-Preferred Care	
Payment Percentage	100%
Copay per Visit	\$ 0

Diagnostic Lab and X Ray Expense
Maximum per Coverage Year \$ 720

Routine Preventive Care (Includes Routine Mammogram, Pap Smear, Prostate Cancer Screening Routine Screening for Colorectal Cancer and Immunizations for children under 18 years old, however such charges may exceed the stated maximum below)

Preferred Care	
Payment Percentage	100%
Copay per Visit*	\$ 10
Non-Preferred Care	
Payment Percentage	100%
Copay per Visit*	\$10

Routine Preventive Care Maximum
per Coverage Year \$ 200

* Immunizations are not subject to a copay.

Emergency Room Expenses

Preferred Care	
Payment Percentage	100%
Non-Preferred Care	
Payment Percentage	100%

Maximum per Visit \$ 125
Maximum Number of Visits per Coverage Year 2

Outpatient Surgical Facility Expenses

Preferred Care	
Payment Percentage	100%
Non-Preferred Care	
Payment Percentage	100%

Maximum per Surgery \$ 875

Comprehensive Dental Expense Coverage

Coverage Year Deductible	\$ 25	\$ 25	\$ 25
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After the deductible, the dental expense benefits payable under this Plan in a Coverage Year are paid at the Payment Percentage below. Benefits may vary depending upon whether a Preferred Care Provider is utilized. A Preferred Care Provider is a health care provider who has agreed to provide dental services or supplies at a Negotiated Charge. See your Employer for a copy of the Directory, which lists these health care providers.

Payment Percentage	
Type A Expenses	80%
Type B Expenses	50%
Coverage Year Maximum	
Employees	\$ 1,000
Dependents	\$ 500

General

This Summary of Coverage replaces any Summary of Coverage previously in effect under the group contract. Requests for amounts of coverage other than those to which you are entitled in accordance with this Summary of Coverage cannot be accepted.

The insurance described in this Booklet-Certificate will be provided under Aetna Life Insurance Company policy form GR-29W.

**KEEP THIS SUMMARY OF COVERAGE
WITH YOUR BOOKLET-CERTIFICATE**

COST METHODOLOGY FOR CONTRACT: ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES, ZONE 5G
 Lake Los Angeles
PROPOSER: SUPERIOR PROPERTY SERVICES, INC.

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							ANNUAL HOURS	HOURLY WAGE RATE	ANNUAL COST
	SUN	MON	TUE	WED	THU	FRI	SAT			
Graffiti Abatement Crew		8	8	8	8	8	8	2080	9.65 \$	20,072
Supervisor-Quality Control Inspector		1			1			104	10.5 \$	1,092
Comments/Notes:										
(4) bonuses										
(1) Vacations, Sick Leave, Holiday										
(2) Health Insurance **										
(3) Payroll Taxes & Workers' Compensation										
(4) Welfare and Pension										
Total Annual Employee Benefits (1+2+3+4)										
\$ 12,847										
(5) Equipment Costs										
\$ 3,355										
(6) Service and Supply Costs										
\$ 4,458										
(7) General and Administrative Costs										
\$ 2,540										
(8) Profit										
\$ 4,764										
Total Annual Other Costs (5+6+7+8)										
\$ 15,117										
TOTAL ANNUAL PRICE									\$	49,128

* 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 Property Services, Inc.
 Name of Proposer

 Signature
12/14/09
 Date
 4 FormLW-8



REFERNCE LETTERS



CITY OF WEST HOLLYWOOD

CITY HALL
8300 SANTA MONICA BLVD.
WEST HOLLYWOOD, CA
90069-6216
TEL: (323) 848-6471
FAX: (323) 848-6565

June, 24, 2009

DEPARTMENT OF HUMAN SERVICES

To Whom It May Concern;

I am pleased to recommend Superior Property Services, Inc. to anyone considering the use of their services. They have been providing consistent high quality pressure washing services to the City of West Hollywood. Superior has embraced West Hollywood's core values relating to sustainability and have up graded their equipment and provided us with 100% propane powered pressure washing and water recycling which exceeded our stiff requirements and goals of maintaining a Green image.

It continues to be a pleasure dealing with the friendly staff of Superior. They have been very 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.

Should you have any questions please feel free to contact me at 323-848-6339.

Sincerely,

Kevin W. Trudeau, Maintenance Superintendent
Facilities and Landscape Division



FRANK J. WILLIS
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,

A handwritten signature in black ink, appearing to read "Frank J. Willis".

FRANK J. WILLIS
Chief of Police

O R A N G E C O U N T Y

Public Works

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

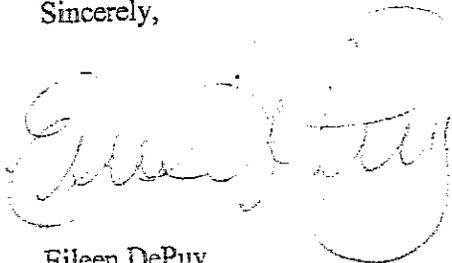
To Whom It May Concern:

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



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
Administrative Analyst
Department of Public Works
City of Colton
(909) 370-5065



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



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

LAND USE SERVICES DEPARTMENT

385 North Arrowhead Avenue • San Bernardino, CA 92415-0187
(909) 387-4141 • Fax (909) 387-4288
<http://www.sbcounty.gov/landuseservices>



COUNTY OF SAN BERNARDINO
PUBLIC AND SUPPORT SERVICES GROUP

MICHAEL E. HAYS
Director

March 7, 2006

To Whom It May Concern:

Since October 2004, the County of San Bernardino Land Use Services Department - Code Enforcement Division has contracted with Superior Property Services to provide graffiti removal in the unincorporated CDBG qualified areas of the Second Supervisorial District.

Superior Property Services has provided the personnel, supplies, and equipment necessary to respond to the County's complaints in this area. They have worked hard to provide the requested services and meet the required response time frames.

Based on this experience I would recommend Superior Property Services for graffiti removal services. If you have further questions or wish to discuss Superior's performance, feel free to call me (909-387-4148).

Sincerely,

A handwritten signature in black ink, appearing to read "Ruth M. Rice".

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
2315 S. MOUNTAIN AVENUE, STE E, ONTARIO, CA 91764
(909) 458-1540 • Fax (909) 458-1500

March 9, 2006

To Whom It May Concern,

RE: Superior Property Services Inc.

I confirm that I have dealt with Superior Property Services Inc. since 2004, during which time they have provided San Bernardino County Code Enforcement graffiti removal services for the 2nd and 4th Supervisorial Districts. They have always responded to our requests for service in a timely manner and have provided excellent quality work. Their employees have been easy to work with and are always easily accessible to our staff. Their work has been a major factor in helping us provide the residents of San Bernardino County a better quality of life.

I can confidently recommend Superior Property Services Inc. as a solid and reliable graffiti abatement contractor.

Sincerely,

IGNACIO NUNEZ
CODE ENFORCEMENT OFFICER III
SAN BERNARDINO COUNTY CODE ENFORCEMENT

MARK UFFER
County Administrative Officer

NORMAN A. KANOLD
Assistant County
Administrator
Public and Support
Services Group

Board of Supervisors
BILL POSTMUS, Vice Chair First District DENNIS HANSBERGER Third District
PAUL BIANE Second District GARY C. OVITTS Fourth District
JOSIE GONZALES Fifth District

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 Code Enforcement Division has been contracting with this company for graffiti 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 graffiti 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	DENNIS HANSEFELDER	Third District
PAUL BLANE, Vice Chair	Second District	GARY OVITTS	Fourth District
JOSIE GONZALES	Fifth District		



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

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

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

IN REPLY PLEASE
REFER TO FILE: AS-0

November 19, 2002

To Whom It May Concern:

SUPERIOR PRESSURE WASHING, INC.

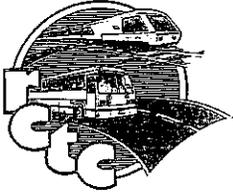
Superior Pressure Washing, Inc. (Superior) served as our graffiti removal contractor from July 1, 1997 to June 30, 2002. Over the past five years, Superior has administered 14 contracts within the County. Superior has proved to be very effective and timely in removing graffiti throughout the unincorporated areas that they served. The graffiti was professionally removed within the 48 hours and 24 if obscene, sometimes being removed in the same day. The Los Angeles County Board of Supervisors and the community, in which this contractor serviced, were highly satisfied with the services provided. Due to our bidding process, Superior was outbid for the fiscal year 2002-2003.

If you have any questions, please feel free to call me at (626) 458-4091.

Sincerely,

Valerie J. Hill
Graffiti Abatement Program Manager

VH:tr/P:Larry



RIVERSIDE COUNTY TRANSPORTATION COMMISSION

March 24, 1999

To Whom It May Concern:

Since the last quarter of fiscal year 1998 The Riverside County Transportation Commission (RCTC) has contracted with Superior Property Services (Superior) to provide graffiti removal for the four (4) Metrolink Stations in Riverside County and for several miles of sound wall projects on the 91 freeway.

Superior provides the personnel, supplies and equipment necessary to expeditiously respond to RCTC's request for graffiti removal. Superior has demonstrated a quality of performance as well as an ability to respond promptly to the needs of this agency.

Based on experience I would gladly recommend Superior Property Services for an agency comparable to RCTC. If you have further questions or wish to discuss Superior's performance further, feel free to call me.

Sincerely,

Claudia Chase, Property Agent
Riverside County Transportation Commission

/cc



LEROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



(626) 285-7171

August 16, 1999

Mr. Larry DeCrona
Superior Property Services
Superior Pressure Washing, Inc.
1415 East McFadden Avenue, Suite D
Santa Ana, California 92705

Dear Mr. DeCrona:

On August 3, 1999, personnel from the Temple Sheriff's Station and members of the South San Gabriel Community Advisory Committee conducted a community barbeque for the residents of South San Gabriel, in recognition of the 16th Annual National Night Out. As part of this event, you donated a large supply of "glow sticks" through Supervisor Molina's Field Office in El Monte, to be given to all the children who attended the barbeque. The glow sticks were a big hit with all the children and added a nice touch to the event.

On behalf of the Los Angeles County Sheriff's Department and the members of the South San Gabriel Community Advisory Committee, I would like to thank you for your generous contribution to this event. Your donation helped make the evening a success and created a joyful environment for all the children and their families. It is acts like these that are helping to strengthen the bond between the community and law enforcement.

Additionally, I would also like to thank you for taking the time out of your busy schedule to attend the last South San Gabriel Community Advisory Committee meeting which was held at Temple Station on July 15, 1999. I appreciate your professionalism and your willingness to listen to and work with the residents of this community regarding their concerns about graffiti and its removal.

A Tradition of Service

Mr. Larry DeCrona

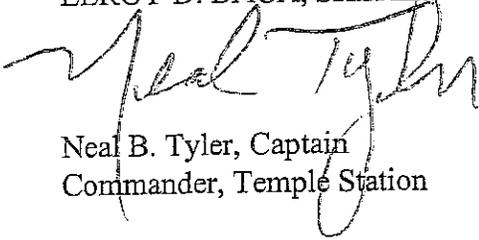
-2-

August 16, 1999

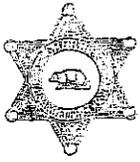
If at anytime you should need our assistance regarding graffiti in the South San Gabriel community, please feel free to contact Deputy Dana Chemnitzer of my staff at (626) 292-3330.

Sincerely,

LEROY D. BACA, SHERIFF

A handwritten signature in cursive script, appearing to read "Neal B. Tyler". The signature is written in black ink and is positioned above the typed name and title.

Neal B. Tyler, Captain
Commander, Temple Station



LEROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2159



(323) 264-4151

March 29, 1999

Superior Property Service
Mr. Larry DeCrona
1415 East McFadden Avenue, Suite D
Santa Ana, California 92705

Dear Mr. DeCrona:

I would like to take this opportunity to extend our appreciation and thanks for your efforts and support. The East Los Angeles Sheriff's Station "VIDA" program has had a close working relationship with you in a joint effort to keep the city free of the unsightly graffiti. Not only do you keep the new graffiti off the buildings and walls, but you do this at a great risk to your employees. I recall our units going into the field in order to provide security for your crews, because of gang threats and attempts to stop you in your effort to remove the unsightly graffiti.

You have worked closely with the "VIDA" program in providing tools and materials so that the young boys and girls can also remove the graffiti they help to put on the walls of our city. You take the time to help teach them how to properly paint walls and how to paint vines, which is an excellent deterrent for future graffiti.

We sincerely hope that our working relationship and joint effort to keep East Los Angeles graffiti free will continue for years to come.

Sincerely,

LEROY D. BACA, SHERIFF

Thomas P. Angel, Captain
East Los Angeles Station

A Tradition of Service

Selected Bid Information

Bid Detail Information

Bid Number : PW-ASD 762
Bid Title : ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES
Bid Type : Service
Department : Public Works
Commodity : GRAFFITI REMOVAL SERVICES
Open Date : 8/25/2009
Closing Date : 9/2/2009 2:00 PM
Bid Amount : \$ 60,000
Bid Download : Not Available
Bid Description : PLEASE TAKE NOTICE that Public Works requests proposals for the contract for Zero-Tolerance Graffiti Abatement Services (2009-PA037). The total annual contract amount of this service is estimated to be \$40,000 for Zone 5D, \$40,000 for Zone 5E, \$40,000 for Zone 5F, and \$60,000 for Zone 5G. 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 awarded and evaluated independently.

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, September 2, 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 Wednesday, September 16, 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
Last Changed On : 8/26/2009 7:10:55 AM

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