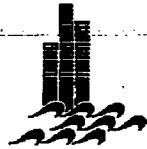


BID NUMBER PA-01206

TO: CITY OF LONG BEACH
CITY MANAGER
ATTN: CITY CLERK
333 West Ocean Boulevard, Plaza Level
Long Beach, California 90802



INVITATION TO BID

LEAD ABATEMENT SERVICES

CONTRACT NO. 29937

- COMPLETE CONTRACT:**
This Invitation to Bid, together with THE NOTICE INVITING BIDS, the entire Bid (including Specifications), or any items(s) thereof, the signature page, Instructions to Bidders, General Conditions, Special Conditions, Bid Section, Addendums, and when required, CONTRACTOR'S BOND shall become the Contract upon its acceptance by the City Manager or designee on behalf of the City of Long Beach, Contractor will be provided with a copy of the executed Contract. All materials or services provided by the Contractor shall comply with the City Charter, and all applicable Federal, State and City Laws.
- SERVICES TO BE PROVIDED BY THE CONTRACTOR:**
Contractor shall upon acceptance of this bid by the City, furnish the goods and services herein specified according to the terms and conditions set forth herein.
- AMOUNT TO BE PAID:**
The City shall pay Contractor for the goods or services as described in the section entitled "PAYMENT" in the Instructions to Bidders.
- CHOICE OF ALTERNATE PROVISIONS; OPTIONS; NOTIFICATION:**
When alternative provisions are requested, or options are offered, Contractor will be notified as to which provision, or option, is being accepted at the same time that he is notified that he is the successful Bidder.
- DECLARATION OF NON-COLLUSION:**
The undersigned certifies or declares under penalty of perjury that this bid is genuine and not sham or collusive, or made in the interest or on behalf of any person or entity not herein named; that the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a sham bid, or any other person or entity to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure to himself any advantage over other Bidders.

BIDDER MUST COMPLETE AND SIGN BELOW:

(Signature of Corporate Officers or persons authorized to sign bids and contracts on behalf of the Contractor - refer to page 2 Instructions Concerning Signatures.)

EXECUTED AT: Quail Valley CA ON THE 3 DAY OF August, 20 06
CITY STATE MONTH

COMPANY NAME: Vizion's West, Inc. TIN: [REDACTED]
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 29226 Avenida Gaviota CITY: Quail Valley STATE: CA ZIP: 92587

PHONE: (951) 244-3050 FAX: (951) 244-8359

S/ Bob Earleywine CEO/President
(SIGNATURE) (TITLE)

Bob Earleywine visionswest@inland.net
(PRINT NAME) (EMAIL ADDRESS)

S/ N/A
(SIGNATURE) (TITLE)

N/A
(PRINT NAME) (EMAIL ADDRESS)

ALL SIGNATURES MUST BE NOTARIZED FOR ALL COMPANIES LOCATED OUTSIDE THE STATE OF CALIFORNIA.
NO OUT-OF-STATE BID WILL BE CONSIDERED UNLESS A NOTARIAL ACKNOWLEDGMENT IS ATTACHED.
NOTARIES ARE NOT REQUIRED FOR CALIFORNIA BIDDERS.

IN WITNESS WHEREOF the City of Long Beach has caused this contract to be executed as required by law as of the date stated below.

THE CITY OF LONG BEACH
BY [Signature] 2/2/07
Director of Financial Management Date

APPROVED AS TO FORM 1/22, 2007
ROBERT E. SHANNON
CITY ATTORNEY
[Signature]
Deputy

BID NUMBER PA-01206

The following information is submitted regarding the bidder:

Legal Form of Bidder:

Corporation State of California
Partnership State of _____
General Limited
Joint Venture
Individual DBA _____
Limited Liability Company State of _____

Composition of Ownership (more than 50% of ownership of the organization):

OPTIONAL

Ethnic (Check one):

Black Asian Other Non-white
Hispanic American Indian Caucasian

Non-ethnic Factors of Ownership (check all that apply):

Male Yes - Physically Challenged Under 65
Female No -- Physically Challenged Over 65

Has firm previously been certified as a minority-owned and/or woman-owned business enterprise by any other agency?

Yes No XXX

Name of certifying agency: _____

INSTRUCTIONS CONCERNING SIGNATURES

Please use the proper notary form, which applies to your type of organization on all bid documents, attachments and bonds requiring a signature by officers of your company.

NOTE: FAILURE TO COMPLY MAY RESULT IN DISQUALIFICATION OF YOUR BID.

INDIVIDUAL (Doing Business As)

- a. The only acceptable signature is the owner of the company. (Only one signature is required.)
- b. The owner's signature must be notarized if the company is located outside of the state of California.

PARTNERSHIP

- a. The only acceptable signature(s) is/are that of the general partner or partners.
- b. Signature(s) must be notarized if the partnership is located outside of the state of California.

CORPORATION

- a. Two (2) officers of the corporation must sign.
- b. Each signature must be notarized if the corporation is located outside of the state of California.

OR

- a. The signature of one officer or the signature of person other than an officer is acceptable if the bid is accompanied by a certified corporate resolution granting authority to said person to execute contracts on behalf of the corporation.
- b. Signature(s) must be notarized if the corporation is located outside of the state of California.

LIMITED LIABILITY COMPANY

- a. The signature on the bid must be a member or, if the Articles provide for a manager, must be the manager. (Only one signature is required.)
- b. Signature must be notarized if the company is located outside of the state of California.

THIS INFORMATION IS AVAILABLE IN AN ALTERNATIVE FORMAT BY CONTACTING 562-570-6362.

CERTIFICATE
(if Corporation)

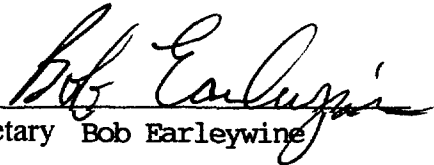
STATE OF)
California) SS:
COUNTY OF)
Riverside)

I HEREBY CERTIFY that during a meeting of the Board of Directors of the
Vizion's West, Inc., a corporation existing under the
laws of the State of California, held on July 11th, 2006, the following
resolution was duly passed and adopted:

"RESOLVED, that Bob Earleywine, as CEO/President of
the Corporation, be and is hereby authorized to execute the Agreement for
Vizion's West between the City of Long Beach
and this corporation and that his execution thereof and with the Corporate Seal affixed,
shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of
the corporation this 11, day of July, 2006.


Secretary Bob Earleywine

(SEAL)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On August 3, 2006 Before me, Teresa J. Zintzun, Notary Public
DATE NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"

Personally appeared Bob Earleywine
NAME(S) OF SIGNER(S)

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



WITNESS my hand and official seal.

Teresa J. Zintzun
SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER
CEO/President
- PARTNER(S) LIMITED
 GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER:

DESCRIPTION OF ATTACHED DOCUMENT

City of Long Beach
Invitation to Bid Lead Abatement Service
TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

August 3, 2006
DATE OF DOCUMENT

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

SIGNER(S) OTHER THAN NAMED ABOVE

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BID:

The preparation of the bid, including visits to the Site prior to submittal of the bid, shall be at the expense of Bidder. All prices and notations must be typewritten or written in ink. Any markings in pencil shall not form part of the bid and shall be disregarded by the City. Any changes or corrections in the bid must be initialed in ink by the person signing the bid. Bidder shall state brand name or make of each item bid. If not bidding on item as described, the manufacturer's name and catalog number of the substitute must be given. Bidder shall also attach specifications and furnish other data to be given. Bidder shall also attach specifications and furnish other data to establish the suitability of the substitute. Bidder shall quote separately on each item. Bidder shall quote his lowest price and best delivery date as no changes are permitted after the bid opening. Cash discounts offered for payment within 14 days or less will not be considered when evaluating bids. No telephonic, telegraphic or fax bids are acceptable.

NOTE: ALL PAGES OF THE INVITATION TO BID MUST BE RETURNED.

2. EXAMINATION OF BID:

Bidder is responsible for examining the Invitation to Bid and submitting its bid complete and in conformance with these instructions.

3. CONDITIONS OF WORK:

Bidder shall carefully examine the Site to become fully informed regarding all existing and expected conditions and matters, which could affect performance, cost or time of the Work.

4. DISCREPANCIES IN BID DOCUMENTS:

If Bidder finds discrepancies in or omissions from the Invitation to Bid, if the intent of the Invitation is not clear, or if provisions of the Specifications restrict Bidder from bidding, he may request in writing that the deficiency(s) be modified. Such request must be received by the City Purchasing Agent at least five (5) working days before bid opening date. Bidders will be notified by Addendum of any approved changes in the Invitation to Bid.

5. ORAL STATEMENTS:

The City of Long Beach shall not be bound by oral statements made by any employee or agent concerning this Invitation to Bid. If Bidder requires specific information, Bidder must request it in writing and obtain a reply in writing from the City.

6. BRAND NAMES AND SPECIFICATIONS:

The detailed specifications and/or brand names stated are descriptive only and indicate quality, design, and construction of items required. Offers will be considered to supply articles substantially the same as those described herein but with minor variations. Bidders must describe variations in the bid. Substitute items must be equal in quality, utility and performance. The phrase "or approved equal" throughout the specifications means that the City in its sole and absolute discretion shall make the final determination whether or not the substitute items are equal.

7. AWARD:

Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by Bidder. The City reserves the right to award all items to one Bidder, or to award separate items or groups of items to various Bidders, or to increase or decrease the quantities of any item. Bidder may submit alternate prices or name a lump sum or discount conditional on two or more items being awarded to him.

City's purchases of goods and services are based on the City's actual needs and requirements. The City is obligated under this contract/purchase order to purchase and pay for only those goods and services that the City needs and requires, and that the City actually orders and receives. Any dollar amount identified as a "not to exceed:" amount in any City document is not a guaranteed payment amount to any contractor or service provider. Furthermore, the City may determine that its needs and requirements may be met by City labor or by a second contractor or service provider, even after an award is made to one contractor or service provider. An award is not a promise or guarantee of exclusivity.

8. PAYMENT:

Payment terms are NET/30 unless Bidder otherwise quotes. All Cash Discounts shall be taken and computed from the date of delivery or completion and acceptance of the material, or from date of receipt of invoice, whichever occurs last. Invoices must be submitted as specified at the time of shipping authorization. Partial payments may be made by the City on delivery & acceptance of goods and on receipt of goods and on receipt of Contractor's invoice.

In the event the Contract to be awarded hereunder, including specifications and other documents incorporated therein by reference, provides for the withholding of moneys by the City to ensure performance of such Contract, Contractor may deposit with the City, as a substitute for said withheld moneys, securities listed in Section 18430 of the California Government Code or bank or savings and loan certificates of deposit, or both, equivalent to the amount withheld, provided Contractor requests permission to make such substitution and bears all expenses in connection therewith.

9. SAFETY APPROVAL:

Where required by City Regulations, any items delivered must carry Underwriters Laboratories Approval or City of Long Beach City Safety Officer approval. Failure to so comply will be cause to reject Bid. Also, any equipment must conform with the Safety Orders of the California Division of Industrial Safety and OSHA regulations.

10. PUBLIC WORK AND PREVAILING WAGES:

In the performance of public work under any Contract, the Contractor shall comply with provisions of Standard Specifications for Public Works Construction, latest edition, and City of Long Beach Amendments thereto. Where labor is required for public work as part of this Contract, Contractor shall pay no less than the prevailing wages set by the Director of the Department of Industrial Relations of the State of California. Copy of wage schedule can be obtained from the City Engineer.

The Director of Public Works of the City by and on behalf of the City Council has obtained from the Director of the Department of Industrial Relations of the State of California the general prevailing rate of per diem wages, and the general prevailing rate of holiday and overtime work in the locality in which the public work is to be performed for each craft, classifications or type of workers needed to execute the Contract, and the same is on file with the City Engineer, 9th floor, City Hall, 333 W. Ocean Boulevard, Long Beach, California 90802. It shall be mandatory upon the Contractor to whom the Contract is awarded, and his Subcontractors to pay not less than the said prevailing rate of wages to all workers employed by the Contractor or said Subcontractors in the execution of the Contract.

INSTRUCTIONS TO BIDDERS

11. RIGHT TO REJECT:

City reserves the right to reject at any time any or all bids, or parts thereof, and to waive any variances, technicalities and informalities which do not impair the quality, utility, durability or performance of the items.

12. SAMPLES:

Samples of items when requested or required must be furnished to the city free of expense to the City and, if not destroyed by tests, will upon request be returned at Bidder's expense.

13. PRICES:

Prices shall be in accordance with those extended to other governmental agencies. In case of error in extension of prices, unit price will govern. All prices must be firm for the Contract term unless the City specifically provides for adjustment.

14. CITY'S POLICY FOR MINORITY AND WOMEN-OWNED BUSINESSES:

The City of Long Beach subscribes to the following goals concerning awards for equipment, material, supplies and services.

- Fifteen Percent (15%) MBE Participation
- Fifteen Percent (15%) WBE Participation

Whenever possible, Contractor should seek to accomplish these goals.

SUBCONTRACTORS

To assist the City in maintaining records of its Minority and Women Outreach Program, Bidder is requested to provide the following information. Answers are optional, and failure to answer will not disqualify bid. If additional space is required, bidder shall attach a separate sheet.

The following Minority- or Woman-owned subcontractors are to be utilized to provide equipment, material, supplies and/or services for this Contract requirement: utilized when possible

Company Name: Bonnie Mead

Address: POBox 5636, San Bernardino

Commodity/Service Provided: Trucking & Disposal Services

Circle appropriate designation: MBE (WBE) ()

Ethnic Factors of Ownership: (more than 51%)
 Black () American Indian ()
 Hispanic () Other Non-white ()
 Asian () Caucasian (x)

Certified by: California Department of Transportation YES NO
 Valid thru: June 1, 2008
 Dollar value of participation: \$ TBD

15. BID SUBMITTAL AND WITHDRAWAL OF BIDS:

Each Bid must be delivered to the location and received on or before the due date and time stated herein. Bids will not be accepted after the date and time stated herein. Bids may be withdrawn without prejudice providing the written request is received by the City Clerk no later than the time set for opening bids. Withdrawals will be returned to Bidder unopened. Failure to respond to three (3) Invitations to Bid without reason may constitute cause to remove Bidder's name from the bidding list.

SUBMIT TO:

**CITY OF LONG BEACH
 CITY CLERK
 333 W OCEAN BLVD/PLAZA LEVEL
 LONG BEACH CA 90802**

**BID DUE DATE: August 9, 2006
 TIME: 11:00 AM**

IF BIDDER HAS ANY QUESTIONS REGARDING THIS INVITATION TO BID PLEASE CONTACT THE FOLLOWING CITY PERSONNEL.

- A. COMMERCIAL (TERMS AND CONDITIONS, ETC.)
- | | |
|---------------------|---------------------|
| <u>LEE E. WAYNE</u> | <u>562/570-6039</u> |
| BUYER | TELEPHONE NUMBER |
- B. TECHNICAL (SPECIFICATIONS, DRAWINGS, ETC.)
- | | |
|--------------------|---------------------|
| <u>CHRIS LEE</u> | <u>562/570-4464</u> |
| DEPARTMENT CONTACT | TELEPHONE NUMBER |

16. BID OPENING PROCEDURES:

All bids will be publicly opened and read at the date and time specified in Instructions to Bidders, item 15.

It is our policy not to release price information on these bids until the department has reviewed them and award has been approved by City Council and the City Attorney. At that time, the information becomes public. You are welcome to review the results at that time by calling the buyer that handled that bid and setting up an appointment. Due to the large volume of bids received, bid results will not be given out by phone and information will not be faxed.

After the Purchasing Division has analyzed the bids, the name of the apparent low bidder will be posted on the Internet for a period of one month, together with the rankings of the top three bidders. These rankings will not contain price information.

CAUTION: Only the City Council has authority to make an award, and a contract is not in effect until the City Council makes an award and contract documents (including insurance and bonds) are signed, submitted and approved.

Bid protest procedures may be obtained from the Buyer. Protests must be submitted within seven (7) calendar days after the date of the bid opening.

17. INTER-AGENCY PARTICIPATION:

IF OTHER AGENCIES EXPRESS AN INTEREST IN PARTICIPATING IN THIS BID, WOULD YOU SUPPLY THE SAME ITEMS.

(If yes, any agency electing to participate in this bid will order its own requirements without regard to the City of Long Beach. The City of Long Beach assumes no liability or payment guarantee on any units sold to participating agencies.)

18. AMERICANS WITH DISABILITIES ACT:

Contractor shall have and be allocated the sole responsibility to comply with the Americans with Disabilities Act of 1990 ("ADA") with respect to performance hereunder and contractor shall defend, indemnify and hold the City, its officials and employees harmless from and against any and all claims of failure to comply with or violation of the ADA as said claim relates to this contract.

BUSINESS ENTERPRISE CERTIFICATE

BONNIE MEAD

PO BOX 5636
SAN BERNARDINO, CA 92412 5636

Owner : BONITA MEAD

Business Structure : SOLE PROPRIETORSHIP

Programs : STATE WOMEN BUSINESS ENTERPRISE

This certificate acknowledges that said firm is approved by the California Department of Transportation as a State Minority Business Enterprise or State Women Business Enterprise (or in some cases both) in accordance with Assembly Bill Number 486, Chapter 1329 and the California Public Code, Chapter 2.5 (commencing with Section 1050), for the following NAICS codes:

- * 484110 General Freight Trucking, Local
- 484220 Specialized Freight (except Used Goods) Trucking, Local

* Indicates primary NAICS code

CERTIFYING AGENCY:
DEPARTMENT OF TRANSPORTATION
1823 14TH STREET, MS 79
SACRAMENTO, CA 95814 0000
(916) 324-1700

Firm Number : 27568

Renewal Date : June 3, 2008



May 3, 2006

RITA A. NELSON, CERTIFYING AGENCY REPRESENTATIVE

1. Acceptance of the offer contained in this Contract is expressly limited to the terms and conditions of such offer as herein stated.
2. No charges for taxes, transportation, boxing, packaging crating or returnable containers will be allowed and paid by the City unless separately stated hereon. All sales, use excise or similar taxes to be paid by the City must be itemized separately hereon and on invoices. The City is exempt from payment of Federal Excise Tax under Certificate No. 95-73 0502K and none shall be charged to the City.
3. The City's obligation to pay the sum herein stated for any one fiscal year shall be contingent upon the City Council of the City appropriating the necessary funds for such payment by the City in each fiscal year during the term of this Contract. For the purposes of this section a fiscal year commences on October 1 of the year and continues through September 30 of the following year. In the event that the City Council of the City fails to appropriate the necessary funds for any fiscal year, then, and in that event, the Contract will terminate at no additional cost or obligation to the City.
4. Contractor shall deliver the materials, equipment, supplies or services, or cause the work to be performed, within the time and in the manner specified in the Contract. Times and dates stated herein are of the essence. If at any time Contractor has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay shall be given immediately to the City. Deliveries must be prepaid. C.O.D. shipments will not be accepted.
5. The City reserves the right at any time to make changes in drawings and specifications, in methods of shipment and packaging and in place of delivery as to any articles covered by this Contract. In such event there will be made an equitable adjustment in price and time of performance mutually satisfactory to Contractor and the City; but any claim by the Contractor for such an adjustment must be made within thirty days of such change.
6. Contractor warrants that the goods, machinery, or equipment delivered or the work performed hereunder shall conform to the specifications, drawings, samples or other description specified by the City and shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, in good working order and free from defect or faulty workmanship for a period of ninety days. When defective goods, machinery, or equipment or faulty workmanship is discovered which requires repair or replacement pursuant to this warranty, Contractor shall provide all labor, materials, parts and equipment to correct such defect at no expense to the City.
7. Contractor shall defend, indemnify and hold the City, its officials and employees harmless from any and all loss, damage, liability, demands, claims, causes of action, costs and expenses (including reasonable attorney fees) for injuries to persons (including death) or damage or destruction of property connected with or arising from the negligent acts or omissions of Contractor, its officers, agents and employees in the performance of this Contract.
8. The City reserves the right to terminate this Contract at any time in whole or in part even though Contractor is not in default hereunder. In such event there will be made an equitable adjustment of the terms that is mutually satisfactory to the City and Contractor. Upon receipt of any notice of such termination, Contractor shall, unless such notice otherwise directs, immediately discontinue all work on the Contract and deliver, if and as directed, to the City all completed and partially completed articles, work in process and materials purchased or acquired for performance of the Contract. The provisions of this section shall not limit or affect the right of the City to terminate this Contract immediately upon written notice of breach.
9. The City reserves the right to cancel this Contract or any part thereof and reject delivery of goods if delivery is not undertaken and completed when specified and in accordance with specifications. Contractor shall be charged for any direct losses, but not any consequential damages, sustained by the City by reason of such delay or failure, excepting losses caused by a delay for reasons beyond Contractor's reasonable control. Direct losses shall include any costs to the city in excess of the Contract price of obtaining goods from other sources similar to those cancelled or rejected hereunder.
10. The City shall pay to Contractor the price(s) specified in the Contract on delivery of the materials, equipment, supplies, or services and acceptance thereof by the City Manager or his designee, or upon completion of the work to be performed and accepted thereof, as specified in the Contract. Defective articles or articles not in accordance with the City's specifications shall be held for Contractor's instructions at Contractor's risk, and if Contractor so directs will be returned at Contractor's expense.
11. No return or exchange of material, equipment or supplies shall be permitted without written approval of the City Purchasing Agent.
12. All royalties for patents, or changes for the use of patents, which may be involved in any article to be furnished under this Contract shall be included in the Contract price.
13. In cases where a price subject to escalation has been agreed upon, the price escalation shall be shown as a separate item on the invoice. Unless an escalator clause has been shown as a specific part of this Contract Contractor shall not be entitled to reimbursement for costs incurred due to escalation.
14. All materials, supplies and equipment provided under this Contract shall be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California, Title 8, California Code of Regulations (CAL/OSHA) and all applicable OSHA regulations as well as all other applicable California Code of Regulations. Contractor shall indemnify and hold the City, its officials, and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective

measures, the City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Contract.

15. Contractor shall keep confidential and not disclose to others or use in any way to the detriment of the City confidential business or technical information that the City may disclose in conjunction with this Contract or Contractor may learn as a result of performing this Contract.
16. This Contract shall not be assigned in whole or in part, nor any duties delegated without the City's prior written approval.
17. The remedies herein reserved shall be cumulative and additional to any other remedies at law or in equity. The waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach. The City's failure to object to provisions contained in any communication from Contractor shall not be deemed an acceptance of such provisions or a waiver of the provisions of this Contract.
18. This Contract shall not be amended or modified, except by written agreement signed by the parties and expressly referring to this Contract.
19. Any indebtedness of Contractor to the City, its officials and employees from any damage, claim, loss, cost, liability, cause of action, or expense, including reasonable attorney's fees, whether or not reduced to judgment, arising from any infringement or claimed infringement of any patent, trademark or copyright, or misappropriation of confidential information or trade secrets of any third party and based on the manufacture, sale or use of goods, machinery, or equipment supplied hereunder.
20. Contractor shall indemnify, hold harmless and defend the City, its officials and employees from any damage, claim, loss, cost, liability, cause of action, or expense, including reasonable attorney's fees, whether or not reduced to judgment, arising from any infringement or claimed infringement of any patent, trademark or copyright, or misappropriation of confidential information or trade secrets of any third party and based on the manufacture, sale or use of goods, machinery, or equipment supplied hereunder.
21. Contractor shall furnish further itemization and breakdown of the Contract price when requested by the City.
22. Contractor, in the performance of any work or the furnishing of any labor under this Contract, shall be considered as an independent contractor. Contractor, his agents and employees shall not be considered as employees of the City.
23. Contractor and subcontractor(s) shall not discriminate against any person in the performance of this Contract and shall comply with applicable federal, state and city equal employment opportunity laws, ordinances, rules and regulations. Contractor and subcontractor(s) shall not discriminate against any employee or applicant for employment or against any subcontractor on the basis of race, color, religion, national origin, sex, sexual orientation, AIDS, HIV status, age, disability, or handicap, subject to federal and state laws, rules and regulations.
24. Contractor shall comply with all applicable federal, state and local laws pertaining to the subject matter hereof.
25. Contractor shall submit samples of all documents that Contractor may require City to execute to complete this transaction. By accepting these samples as part of the bid or by awarding the contract to a Contractor who has submitted said samples, the City does not agree to the terms stated in said samples. This Invitation to Bid and Contractor's bid shall take priority over said samples and this Invitation and Contractor's bid shall become the contract between the City and the Contractor.
26. All quantities stated herein are only ESTIMATES. The City reserves the right to increase or decrease these estimated quantities based on its actual needs and funds available.
27. The City reserves the right to exercise, at its option, an increase in expenditures by ten (10) percent annually, but the City does not guarantee such an increase.
28. Contractor shall cooperate with the City in all matters relating to taxation and the collection of taxes, particularly with respect to the self-accrual of use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of materials, equipment, supplies, or other tangible personal property totaling over \$100,000 shipped from outside California, a qualified Contractor shall complete and submit to the appropriate governmental entity the form in Appendix "A" attached hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board of Equalization for the Work site. "Qualified" means that the Contractor purchased at least \$500,000 in tangible personal property that was subject to sales or use tax in the previous calendar year.

In completing the form and obtaining the permit(s), Contractor shall use the address of the Work site as its business address and may use any address for its mailing address. Copies of the form and permit(s) shall also be delivered to the Purchasing Agent. The form must be submitted and the permit(s) obtained as soon as Contractor receives a notice of award. Contractor shall not order any materials or equipment over \$100,000 from vendors outside California until the form is submitted and the permit(s) obtained and, if Contractor does so, it shall be a material breach of the Agreement. In addition, Contractor shall make all purchases from its Long Beach sales office and the Long Beach sales office of its vendors if those vendors have a Long Beach

office and all purchases made by Contractor under this Agreement which are subject to use tax of \$500,000 or more shall be allocated to the City of Long Beach. Contractor shall require the same form and permit(s) from its subcontractors.

Contractor shall not be entitled to and by signing this Contract waives any claim or damages for delay against City if Contractor does not timely submit these forms to the appropriate governmental entity. Contractor may contact the City Controller, Barbara Hennessy, at (562) 570-6450 for assistance with the form.

29. The California Integrated Waste Management Act (Public Resources Code, Sec. 40000 et seq.) requires governmental entities to achieve 50% diversion of waste. In conjunction with the City's Integrated Resources Bureau, the City is currently developing an Environmentally Preferable Product (EPP) procurement plan. These guidelines enable the City Purchasing Agent to greatly expand procurement programs by moving beyond a singular consideration of "recycled-content". EPP procurement facilitates the purchase of products that qualify within a broad range of "environmentally preferable" criteria, such as: minimal packaging; energy savings; non-toxic; manufactured from sustainably-harvested materials. Contractor shall monitor products that fall within the EPP guidelines and document all criteria that qualifies the product as an EPP. Documentation from the manufacturer will be acceptable and may be required during the term of the Contract.

30. THE FOLLOWING ADDITIONAL CONDITIONS APPLY ONLY IN CASES WHERE THE CONTRACTOR IS TO PERFORM WORK ON CITY PROPERTY:

A. If at any time during the progress of the Work, Contractor shall allow any indebtedness to accrue for labor, equipment, or materials, or which may become a claim against the City, Contractor shall immediately upon request from the City pay such claim or indebtedness or cause such lien to be dissolved and discharged by giving a bond or otherwise and, in case of his failure so to do, the City may withhold any money due Contractor until such claim or indebtedness is paid or may apply such money toward the discharge thereof; or in such event the City may, at its option, declare this Contract to be terminated, take possession and control of the Work, and complete the same or cause the same to be completed according to the specifications. Contractor shall pay to City the difference between the Contract price and the actual cost to the City in completing or causing the Work to be completed.

B. Contractor shall carry on the Work at his own risk until the same is fully completed and accepted and shall, in case of any accident, destruction or injury to the Work or materials before its final completion and acceptance, repair or replace the Work or materials so injured, damaged and destroyed, at his own expense and to the satisfaction of the City. When materials and equipment are furnished by others for installation or erection by Contractor, Contractor shall receive, unload, store and handle same at Site and become responsible therefore as though such materials and equipment were being furnished by Contractor under the Contract.

C. Contractor shall procure and maintain at Contractor's expense for the duration of the Contract the following insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Contract by Contractor, his agents, representatives, employees or subcontractors:

(1) Comprehensive General Liability: \$1,000,000 combined single limit for each occurrence or \$2,000,000 General Aggregate for bodily injury, personal injury and property damage, including products and completed operations coverage.

The City, its officials, employees and agents shall be named as additional insured's as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor.

(2) Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.

(3) Workers' Compensation as required by the California Labor Code and employers Liability limits of \$1,000,000 per accident.

Any self-insurance program and self-insured retention must be separately approved in writing by the City.

Each insurance policy shall be endorsed to state that coverage shall not be cancelled by either party or reduced in coverage except after thirty (30) days prior written notice to the City.

Acceptable insurance coverage shall be placed with carriers admitted to write insurance in California or carriers with a rating of or equivalent to A: VIII by A. M. Best & Company. Any deviations from this rule shall require written approval from the City's Purchasing Agent.

All coverage's for subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the City.

Contractor shall furnish the City with certificates of insurance and original endorsements providing coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Before any of Contractor's or Subcontractor's employees shall do any work on City's property, Contractor shall furnish the City with the required certificates evidencing that such insurance is being maintained. Such certificates shall specify the date when such insurance expires. Such insurance shall be maintained until after the Work under the Contract has been completed and accepted.

Such insurance as required herein or in any other documents to be considered a part hereof shall not be deemed to limit the Contractor's liability under this contract.

- D. Contractor shall defend, indemnify and hold harmless the City, its officials and employees from and against any liability for claims for bodily injury and property damage arising out of negligent acts, omissions or errors of any employee of the Contractor at the Site.
- E. Contractor shall list the name and location of the place of business of each subcontractor who will perform work, labor, or services for Contractor, or who specially fabricates and installs a portion of the work or improvement in an amount in excess of one-half of one percent of Contractor's total contract cost. The subcontractor list shall be submitted with contractor's bid.

~~SPECIAL CONDITIONS~~

1. GENERAL

A. DESCRIPTION

The City of Long Beach Department of Health and Human Services Lead Program is seeking the services of multiple qualified Lead Abatement Contractors to conduct lead hazard remediation in residential housing units. Bidders will be considered for qualification to become an "Approved Contractor".

The City will issue a Blanket Purchase Order to "Approved Contractors", who will subsequently be invited to competitively bid on individual lead hazard remediation projects. Bids on individual lead hazard remediation projects will be evaluated and subsequently awarded to an Approved Contractor. Contractors who are awarded Project Contracts must provide all goods and services in accordance with the terms and conditions outlined herein. Becoming an Approved Contractor provides no guarantee of an award of a Project Contract.

Approved Contractors must maintain in good standing all requirements in these special conditions, but not limited to applicable license, permits, certifications, insurances and bonding. Contractors shall immediately notify the City Purchasing Agent and the Lead Program Project Coordinator of any change in anything required by these Special Conditions.

B. ADDENDUM TO GENERAL CONDITIONS

"Bidder" may mean "Contractor" and "Contractor" may mean "Bidder" depending on the context.

If any part of this Contract is in conflict with the law or held unenforceable or invalid for any reason, that part shall be void to the extent that it is in conflict or unenforceable, but shall not invalidate this Contract nor shall it affect the validity or enforceability of any other provision of this Contract.

Contractors shall immediately inform the City of any investigation, citation or legal action by any state or federal agency or commercial or private party related to Contractor's performance for the City.

C. AMENDMENT TO GENERAL CONDITIONS

Item #30, page 8, Contract - General Conditions, is amended to include work performed on and off City property.

D. APPROVED CONTRACTOR SELECTION

Contractor's bid prices for each bid item will be multiplied by an assigned Cost Variable to create a Cost Score. The individual Cost Scores will be added to create a Final Cost Score. Contractor's bid prices will be analyzed based on this Final Cost Score. The Cost Variables and Final Cost Scores will be sealed in an envelope with the invitation for bids is advertised and that envelope will be opened with the bids.

~~SPECIAL CONDITIONS~~

Without limiting the power and authority with which it is vested, the City shall be the sole authority in determining the award of contracts, taking into consideration the bidder's pricing, experience, references, equipment, facility, operations, quality, fitness, capacity and adaptability in respect to the requirements of the specifications for the services proposed. Any bidders deemed "non-responsible" and rejected on these bases are entitled to a public hearing in accordance with the Long Beach Municipal Code.

E. BONDS

Within ten (10) days after the notification that it is an approved Contractor, the Contractor shall submit a Faithful Performance Bond and a Labor and Materials Bond for \$50,000 each. The Bonds shall be submitted on forms obtained at the Office of the City Purchasing Agent, and submitted to the City Purchasing Agent at Long Beach City Hall, 333 West Ocean Blvd., Plaza Level, Long Beach, California 90802. An appropriate Notarial Acknowledgment shall accompany signature of all sureties whether the company is located inside or outside of the State of California. The City Purchasing Agent will send a Blanket Purchase Order (BPO) to the Contractor.

F. SUBCONTRACTORS

The Contractor must ensure that all subcontractors are aware of, and meet the terms of, the conditions and terms set forth in this Contract with the exception of submittal costs. Contractor shall furnish to the City a listing of all subcontractors, who will perform ½ of 1% of the cost of the work, indicating the work to be subcontracted and the subcontracted amount, when submitting a bid on a project. Any changes in the subcontractor listing shall be made in accordance with the Public Contract Code. The assigned Contractor is ultimately responsible for all the terms and conditions set forth in this contract.

G. CONTRACT PERIOD

Blanket Purchase Orders issued to Approved Contractors will be valid for one year. This Contract may be extended by mutual agreement for up to three additional periods of one year each, at the sole discretion of the City. If the City intends to exercise its option, the City shall so notify the Contractor 90 days prior to the expiration date. There shall be no price increases during any one-year extension period.

~~SPECIAL CONDITIONS~~

H. RETENTION OF RECORDS

Contractor must retain and provide access to the City of Long Beach and the State Department of Health Services all books, documents, papers and records related to employee medical records and lead hazardous waste testing and disposal for seven (7) years and all other documents which are directly pertinent to the Contract for a period of three (3) years after the City makes final payment and all other pending matters are closed.

I. AUDITS

Representatives of the Long Beach Lead Program, City Manager, or City Auditor, Cal EPA / DTSC, HUD, any HUD authorized or endorsed program evaluation entity, and the Comptroller General of the United States shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to the performance and activities of the specific Project Contract for the purpose of making audit, examination, excerpts, and transcriptions.

J. NONCOMPLIANCE

Noncompliance with any part of this Contract is grounds for suspension of additional work or termination.

K. SCHEDULING PROJECT CONTRACTS

Project scheduling must be completed within one week after notification of an award of contract. Contractor start dates must allow reasonable time for tenant notification and unit preparation and shall:

- Be agreed on by the Contractor, the City and the property owner
- Begin no later than 10 weeks after the notice of award of contract
- Meet any specific scheduling requirements provided in the scope of work
- Not interfere with work previously scheduled

The standard acceptable completion schedule for one property shall be no more than ten (10) working days (two weeks with no holidays) unless justified in writing and agreed to by the City.

SPECIAL CONDITIONS

2. REQUIREMENT FOR PROJECTS

A. COORDINATION WITH GOVERNMENTAL REGULATIONS

Contractor shall conduct all aspects of its operation in compliance with all federal, state and local laws, rules, and regulations including applicable regulatory lead abatement hazard control standards and safe work practices. Such practices include, but are not limited to, the most current updates and revisions in effect at the time of work performance for:

i) LEAD IN CONSTRUCTION

Contractor shall conduct all work practices in accordance with Title 17 of the California Code of Regulations – Section 36100. Contractor shall comply with 24 CFR Part 35, et al, Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance; Final Rule.

ii) CAL OSHA

Contractor shall conduct all work practices in accordance with Cal OSHA Title 8 Lead-In-Construction Standard – CCR Section 1532.1. Contractor must maintain a Worker's Health and Safety Program that includes medical surveillance to assure that no employee is exposed to lead at concentrations greater than fifty micrograms per cubic meter of air ($50\text{mg}/\text{m}^3$) averaged over an 8-hour period must be maintained in practice and with written documentation. Engineering and work practice controls to reduce and maintain employee exposure to lead below the permissible exposure limit must be conducted to the extent that such controls are feasible. Precautions shall include training, appropriate work practices, occupant and worker protection, and environmental protection and controls. Worker decontamination must include a wash area. All disposable coveralls are to be HEPA vacuumed prior to disposal. If the disposable coveralls are not worn by workers in contained areas then the contractor must meet all the provisions of Title 8 Section 1532.1(g) including ensuring the protective clothing be removed at the end of the work shift in a suitable changing area and placed in a properly labeled closed containers.

iii) AIR RESOURCES

Contractor shall comply with the provisions of AQMD Ruling 1113 of 1977 and any subsequent amendments, and the standards and regulations issued hereunder, and certify that all items will conform to and comply with said standards and regulations. Contractor shall defend, indemnify, and hold harmless the City, its officials, employees and agents from and against all claims, demands, damages, causes of action, loss, liability, costs, and expenses, including attorney's fees and court costs, arising from Contractor's failure to comply with the Ruling and the standards issued under it, and for the failure of the items furnished to comply with it.

iv) EQUAL EMPLOYMENT OPPORTUNITY

Contractor shall comply with Executive Order entitled "Equal Employment Opportunity".

SPECIAL CONDITIONS

v) ENVIRONMENTAL CONDITIONS

The Contractor shall conduct all operations in accordance with Cal EPA – DTSC Standards for Waste Storage, Characterization and Disposal.

The Contractor shall conduct all operations in accordance with the City's Storm Water Management Plan (i.e. National Pollutant Discharge Elimination Program, or NPDES). No litter, paint, debris, oil grease, green waste or other materials and substances may enter gutters, storm drains or receiving waters.

Contractor shall comply with the requirements and orders issued under Section 306 of the Federal Clean Air Act, Section 508 of the Clean Water Act, Executive order 11738 and all Environmental Protection Agency regulations.

Contractor shall comply with all mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Federal Energy Policy and Conservation Act.

vi) LABOR REGULATIONS

Contractor shall comply with Sections 103 and 107 of the Federal Contract Work Hours and Safety Standards Act as supplemented by U.S. Department of Labor Regulations. The Federal funding legislation for this program stipulates that The Davis-Bacon Act does not apply to this program.

vii) HUD FUNDED PROJECTS

The Contractor must not be included on the U.S. General Services Administration's "Lists of Parties Excluded from Federal Procurement or Non-procurement Programs". The Contractor may not be "Suspended or Debarred" on any similar or other official Federal List of excluded parties.

Contractor shall comply with Section 3 of the Housing and Urban Development (HUD) Act of 1968 and its regulations at 24 CFR Part 135.

Contractor shall comply with Title 31 U.S.C. Sec. 1352 – "Limitation On Use Of Appropriated Funds To Influence Certain Federal Contracting And Financial Transactions". Contractor and its subcontractors must certify that they will not expend funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action including the:

- a) Awarding of any Federal contract
- b) Making of any Federal grant
- c) Making of any Federal loan
- d) Entering any cooperative agreement

SPECIAL CONDITIONS

- e) Extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement, unless such person complies with 31 U.S.C. Sec. 1352, Subsection (b), including the filing of a declaration as required by the Lobbying Disclosure Act of 1995 and other requirements and penalties pursuant to Subsections (c) through (g) of this Code.

Contractor shall comply with the "Enforcement of the Drug-Free Workplace Act". Contractor and its subcontractors, must certify that they the standards of this Act including the publishing of a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition, and meet the other requirements of this Act.

Contractor shall comply with the "Enforcement Of Seat Belt Usage Per Executive Order 13043." Contractor and its subcontractors must certify that they will adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

B. WORKMANSHIP

- All lead hazard control measures must conform to the methods and safe work practices established by the most recent version of the "HUD Guidelines for the Evaluation and Control of Lead-Based Paint in Housing", Title 17 of the California Code of Regulations, Division 1, Chapter 8, "Accreditation, Certification, and Work Practices For Lead-Based Paint and Lead Hazards," Cal OSHA Title 8 Lead-In-Construction Standard – CCR Section 1532.1, and any more stringent standards required by the Long Beach Department of Health and Human Services (LBDHHS). Contractors shall visually inspect units during the pre-bid walk and bid prices shall include cleaning (including pre-cleaning) of units per Chapter 14 of the HUD Guidelines.
- All systems receiving interventions, treatment, and/or replacement must be reassembled to good working order and approved by LBDHHS.
- Paint which is required to be removed to base wood from the friction / impact surfaces of components must also be removed at least ¼ inch beyond or up to the thickness of the component, whichever is less. Overlapping paint removal on adjacent surfaces must be feathered / filled in, as needed, prior to repainting.
- The preparation of painted surfaces must be completed per paint manufacturer's recommendations and the following shall also be completed: All surfaces must be dry, clean and free of oil, grease, dirt and mildew. All rust must be removed from metal surfaces. All cracking, peeling or blistering paint, which is not adhered to the substrate, must be removed in a lead-safe manner. All cracks, seams and other surface defects shall be filled with structurally sound material (plaster, stucco, wallboard, fix-all or a similar product). Spackling compound may be used only to fill small holes or cracks (such as nail holes) less than ½" in length on interior components. Exterior caulking, with a warranty of

SPECIAL CONDITIONS

50 years or more, must be used to fill non-structural defects and seams on wood components. Uneven dry paint film, such as voids or alligatoring, must be reduced and feathered in order to produce a smooth, continuous appearance. This finished work must have a uniform finish, be even and free from brush marks, runs, sags or holidays. Hairline cracks (cracks too small to accept filler materials) are not required to be repaired.

- The application of all surface coatings specified must be done in accordance with the manufacturer's instructions and in a professional manner. **All painted surfaces** must be first painted with a primer coat, including windows prior to glazing/reglazing, to a full and uniform coverage and then a finish topcoat (gloss for wood trim) to a full and uniform coverage. Unless otherwise specified, topcoat paint shall be 100% acrylic-latex and the color and gloss matched to the existing paint. All primers must be in accordance with topcoat paint manufacturer's recommendations.
- All specified single and double hung windows must have: 1) heavy duty or tempered glass and glazing installed with sash replacements (per Uniform Building Code), 2) double-glazed glass installed in weatherization windows, 3) glazing repaired/maintained for all window treatment with sashes primed below newly applied glazing compounds, 4) new nylon ropes reconnected to original weights and operate smoothly when rehung, 5) replacement weights installed if missing or have sash balances installed as determined by LBDHHS Project Staff, 6) original hardware maintained, including removal of all paint, and reinstalled hardware (latches, etc.), 7) missing or defective hardware replaced with new and installed hardware, 8) all new replacement components approved by LBDHHS, and 9) the upper sash secured only on those windows which were originally designed to be secure.
- All specified exterior window and door components (jambs, casings, stops etc.) must have the seams caulked using exterior caulking, with a warranty of 50 years or more. Where feasible, caulking shall be applied during component assembly to ensure a uniform and complete seal. All visible caulking shall have a smooth and uniform finish. All systems shall have a proper, weatherproof fit. Weather-stripping of exterior door and window systems (including threshold molding) shall be in good working order.
- All costs shall include any repair of components damaged during renovations (i.e. walls adjacent to windows, cabinets or doors that have undergone treatment or replacement.) Repairs include patching, sanding and painting components to match existing surface, or replacing and painting the component as needed.
- When applicable, the owner will select the colors and gloss, and ensure selection is consistent with any applicable Historic Preservation and/or Historic District requirements.
- All building materials must meet current construction standards. When architectural components are to be replaced, they shall be replaced with components similar in materials and construction as the original components.

SPECIAL CONDITIONS

C. EXERCISE OF DUE DILIGENCE

The Contractor shall provide all required safety equipment including, but not necessarily limited to, personal protective safety equipment, protection against falls, warning signs and barriers, and any other items or equipment deemed necessary to conduct the work in a safe and legal manner. The Contractor shall familiarize itself with all existing surface installations on the sites and shall provide adequate safeguards to prevent damage to existing structures and improvements. Any damage caused by the Contractor shall be repaired at the Contractor's sole cost and expense. At all times the work areas shall be maintained in as orderly a manner as possible to prevent the scattering of debris in, and damage to, areas adjacent to the work sites including automobiles, trees, shrubs, walks and driveways.

Contractor shall follow all applicable laws and regulations and shall use reasonable methods at the work sites, and in the area adjoining the work sites, which is under the Contractor's control to safeguard against injury, damage or loss to persons and to properties of third parties. All damages resulting from the negligent or improper discharge of the duties aforementioned shall be paid by the Contractor. Contractor shall defend, indemnify, and hold harmless the City, its officials, employees and agents from and against all claims, demands, damages, causes of action, loss, liability, costs, and expenses (including reasonable attorney's fees, and court costs) against the City by third parties so injured or damaged.

Contractor shall comply with all applicable health and safety codes in order to maintain soil dust and lead dust levels within the site boundaries, in accordance with those requirements. The Contractor shall not conduct paint removal on exterior surfaces when the wind velocity is 15 MPH or greater. Work sites must be left clean of paint drippings, splatters, over-sprays, and all debris associated with the work.

Contractor shall take every effort to minimize noise.

D. HAZARDOUS MATERIALS

i) GENERAL

Costs including, but not limited to, proper handling, transportation and final disposal of hazardous and non-hazardous waste, including the disposable of personal protective clothing worn by City representatives, must be reflected in all bid prices. Contractor shall store, characterize (test), and properly dispose of all byproducts, remainder and waste resulting from its work. Contractor shall determine whether or not the disposal site/facility is properly licensed and holds the proper permits and shall only dispose of items at properly licensed facilities. Contractor shall handle and dispose of hazardous materials in accordance with the strictest standard (state and federal) of all U.S. and California hazardous waste handling, and disposal laws, rules, and regulations. Contractor shall defend, indemnify, and hold harmless the City, its officials, employees and agents from and against all claims, demands, damages, causes of action, loss, liability, costs, and expenses, including attorney's fees and court costs, arising from Contractor's failure to comply with this Section.

SPECIAL CONDITIONS

ii) WASTE SEGREGATION

Potential hazardous waste must be segregated into the following four categories.

Category 1 - Low Lead Waste includes filtered personal wash water and mop water, disposable personal protective clothing (including clothing worn by City representatives) that has been HEPA vacuumed before disposal and plastic sheeting that has been misted and cleaned before disposal.

Category 2 – Architectural Components and home furnishings (i.e. carpet).

Category 3- Concentrated Lead Waste includes paint strippings, lead paint chips and dust, HEPA vacuum debris and filters and disposable cleaning supplies (rags, sponges, wet wipes, mop heads).

Category 4 – Soil

iii) HAZARDOUS WASTE GENERATOR - EPA ID NUMBERS

Category 1 waste will typically be classified as either hazardous or non hazardous waste based on the work practices conducted by the Contractor. Category 1 waste characterized as hazardous waste must be disposed of utilizing the Contractor's EPA ID number.

A property owner "Temporary EPA ID Number" issued from the Department of Toxic Substances Control can be utilized for Category 2, Category 3 and Category 4 waste. The property owner's temporary ID cannot be used by the Contractor for Category 1 (Low lead waste).

iv) CHEMICALS

Use of any chemicals or hazardous materials by Contractor shall be subject to approval of the City, and shall be done in accordance with the manufacturer's directions and specifications.

v) ASBESTOS

In the event that the Contractor encounters material on the site reasonably believed to be asbestos that has not been rendered harmless, the Contractor shall immediately stop work in the area affected, report the condition to the City in writing, and secure the area. Work in the affected area shall not be resumed except by written agreement between the City and Contractor.

vi) RECORDS

Contractor shall furnish to the LBDHHS a copy of all waste-related records and maintain these records for seven [7] years. Such records include copies of signed laboratory waste characterization results, chain of custody forms and hazardous waste manifests. All waste-related records must still be submitted to the City of Long Beach with the Contractor's invoice.

SPECIAL CONDITIONS

E. CERTIFICATIONS

Unless otherwise specified, a current "Lead-In-Construction" State of California Certification, issued by the California Department of Health Services, is required of all project supervisors and workers. Copies of all project supervisor and worker certifications must be furnished to the City for each certified lead in construction worker and supervisor allowed access to the property. Current certifications must be submitted to the City prior to the expiration of any "Lead-In-Construction" certification as long as the Blanket Purchase Order is in effect.

When bidding on individual Projects, the City may notify Contractors that uncertified workers who have completed a HUD approved one-day training course may be utilized in accordance with State and Federal Laws. Proof of course completion must be provided to the City for all persons that have completed the one-day training course and who have access to the property.

The Contractor must provide to the City proof of Medical Surveillance and Respiratory Protection of any person who may be exposed to lead in accordance with Cal OSHA Standards. Blood lead level sampling and analysis must be conducted by a laboratory approved by OSHA. Current verification must be submitted to the City prior to the expiration of the documentation as long as the Blanket Purchase Order is in effect. Documentation to be provided by the Contractor to the City includes:

- A physician's opinion containing blood lead levels that determines if that person is medically qualified to work with lead and any restrictions that may be applicable to this requirement.
- The laboratory blood lead level results at the frequency specified by Cal OSHA.
- A current physician's opinion that determines if that person is medically qualified to wear a respirator and identifies any medical restrictions that may be applicable to this requirement.
- Annual verification of respirator fit test by the person who administered the test or the Contractor.

Unless otherwise approved by the City in writing, medical surveillance and respiratory protection documentation must be provided for every worker that is allowed access to the property. Contractors may submit a request for exemption from Cal OSHA medical surveillance and respiratory protection requirements for individuals that are not exposed to any level of lead. Contractors requesting these exemptions must furnish to City a letter stating the names and State Lead In Construction Certification number of workers that will not be allowed in contained areas, as well as a description of the duties these workers will be performing.

F. LICENSES AND PERMITS

The Contractor must maintain a Class B, State Contractor's License that includes asbestos certifications. The Contractor must be registered with the Department of Industrial Relations, Division of Occupational Safety and Health for asbestos abatement work.

SPECIAL CONDITIONS

Contractor shall provide to the City proof of compliance with all applicable permitting and licensing laws, including but not limited to, copies of all permits and licenses required by law and herein. Contractor shall maintain in good standing all applicable licenses and permits related to the manufacture and delivery of bid items and related supplies and shall immediately notify City of any change in the status, or the terms or conditions, of any permit or license related to these Special Conditions.

G. NOTIFICATIONS

Prior to conducting abatement (including hazard control), the Contractor shall submit an Abatement of Lead Hazards Notification form DHS 8551 (12/97) to the State Department of Health Services and post copies of the completed form at all entrances to the work. The form shall not be removed until abatement has been completed.

Prior to conducting abatement (including hazard control), the Contractor must provide notification as required by law to the State of California Department of Industrial Relations, Division of Occupational Safety and Health a completed Lead Work Pre-Job Notification Form (available online at <http://www.dir.ca.gov/DOSH/Permits.html>). The Contractor must deliver a copy of the completed form to the State Division of Occupational Safety and Health, and mail a copy of the form to the Department of Health and Human Services Lead Program as directed by the City.

H. PROJECT MONITORING

A list of "Personnel and Subcontractors with Access Property" must be submitted to the City identifying the name of each person or entity (including subcontractors) that will be allowed access to the property. Included on each list there must be a lead in Construction Supervisor who must be available to be at the worksite when requested or otherwise required. The Contractor shall assure that no individual other than those whose credentials have been submitted to the City and representatives of the City are allowed entry to the worksite.

Project monitors must be given full access to the work area to monitor contractor work practices and ensure work is conducted in accordance with applicable regulations and these requirements. In the event that the Project monitor identifies unsafe work practices, the Contractor shall immediately halt work until corrective action has been completed. The Contractor's Certified Supervisor must be present at the worksite within 1 hour after notification if poor workmanship or unsafe work practices are observed.

The City will assign Project monitors to act as observer in accordance with Cal/OSHA Construction Safety Orders, Lead Section 1532.1(o) Observation of Monitoring and shall be allowed to utilize the decontamination and wash areas, including HEPA vacuum for disposable coveralls. This does not relieve the Contractors of their obligation to conduct monitoring and furnish observers in accordance with Cal OSHA standards.

Contractor may work during weekends and holidays; however, work done on those days will be done with the understanding that City personnel may not be available during those days for monitoring and clearances.

SPECIAL CONDITIONS

Each lead abatement contractor must thoroughly understand the Project work requirements prior to submitting a bid. It is the Contractor's responsibility to provide clarification to workers of what work needs to be conducted and how this work should be completed. The Contractor's Certified Supervisor must be present at the worksite within 1 hour after notification if workers need clarification of work assignments.

I. SECURITY AND RESPONSIBILITY FOR PERSONAL & REAL PROPERTY

The Contractor shall be responsible for the security of residences, furnishings and property of the residents at all times (including off-work hours, holidays, and weekends) from the time the resident(s) vacate the unit until reoccupation by the resident(s). Only City representatives and personnel the Contractor has identified to the City may have access to the property. The Contractor shall secure and lock all accesses to the unit. Any unit key provided to the Contractor shall be returned to the resident after the unit passes final clearance and the resident has returned to the unit.

The Contractor shall pay restitution to the tenant and/or owner for any item(s) lost or damaged which occurred during the tenant vacancy. The Contractor shall video-record the condition of the property and the personal possessions left on the property and use these tapes to demonstrate to the City the invalidity of any disputed claims. The Contractor shall video-record the interior and exterior of each unit immediately after the tenant(s) vacate the unit and again immediately prior to re-occupancy. The video-records must be maintained for a minimum of six (6) months after the City makes final payment and all other pending matters are closed. The Contractor shall give these videotapes to the City within 24 hours after the City request them.

J. COMMUNICATION

The Contractor must ensure that persons responsible for the worksite can be reached by phone in case of emergency whenever (including off-work hours, holidays and weekends) the resident(s) vacate the unit, until the unit is reoccupied by the resident. Contractors with active worksite projects must attend weekly progress meetings at the City as requested by the City in a punctual manner. The supervisor must be able to be present at the work area in less than one hour after a message is left with the Contractor.

K. CHANGE ORDERS

Change orders must be submitted in writing by the Contractor, signed by the Contractor, and their costs approved with signatures by the Lead Program Coordinator and the City staff designated for that specific Project. All items not outlined in the bid must be priced separately, and substantiated with sufficient detail to verify actual cost. Change Orders must also include the amount of additional time needed to complete the new work, as approved by the City. Upon approval, they will be considered and reimbursed as part of the Project.

L. QUALITY ASSURANCE

For each unit or area to be cleared, all lead hazard control and rehabilitation must be completed prior to final clean and final clearance. Contractor will be provided a clearance worksheet with an itemized list of all lead hazard control and rehab items. The Contractor

SPECIAL CONDITIONS

must verify that each line item is complete by initialing adjacent to each item prior to requesting final clearance.

M. FINAL CLEAN

Final clean shall be started no earlier than one (1) hour after completion of all lead hazard-control and other construction activities. Vacuuming should begin on the ceilings and end on the floors, sequenced to avoid passing through rooms already cleaned. All rooms and surfaces must be included in the HEPA vacuum process. HEPA vacuum, TSP or other lead-specific detergent wash, and again HEPA vacuum all horizontal layers of plastic, floors, window sills, window wells (if applicable), overhead window and door moldings, and any other exposed surfaces of work area(s) and adjacent rooms. Vacuum porches, sidewalks, driveways, and other exterior surfaces if exterior hazard control work was conducted or if debris was stored or dropped outside. Non - HEPA vacuums are not allowed on the worksite.

N. FINAL CLEARANCES

After all of the lead-related construction and non-lead related construction, including final clean, is completed, ask the City to conduct final clearance. The property must meet the dust threshold limits as follows:

Interior Surfaces:

Floors: <40 $\mu\text{g}/\text{ft}^2$
Horiz. Window Surfaces (except wells): <250 $\mu\text{g}/\text{ft}^2$
Window Wells: <400 $\mu\text{g}/\text{ft}^2$

Exterior Surfaces:

Floors: <800 $\mu\text{g}/\text{ft}^2$
Horiz. Window Surfaces: <800 $\mu\text{g}/\text{ft}^2$

The levels of lead property in bare soil is not to exceed the following limits:

For children's play areas.....less than 400 micrograms per gram (<400 PPM)

For all other areasless than 1000 micrograms per gram (<1000 PPM)

Any clearance failure that requires re-cleaning must be conducted under the direct supervision of a lead in construction certified supervisor. Re-cleaning is the responsibility of the Contractor at the Contractor's sole expense. Notifying the City that a unit is ready for clearance prior to completion of work constitutes a clearance failure.

O. EARLY TERMINATION OF WORK

If the work is terminated pursuant to an order of any Federal or State authority, Contractor shall accept as full and complete compensation such an amount of money that will reflect the percentage of work completed by the Contractor as of the date of such termination, and for which Contractor has not been paid. If the work is so terminated, the City shall determine the percentage of work completed and its determination shall be final. The City may utilize the Contractor's Faithful Performance Bond for job completion if the termination order is due to the Contractor not performing the work to the standards established by a State or Federal agency.

P. COSTS BEYOND COMPLETION SCHEDULE AND CLEARANCE FAILURES

The Contractor shall pay for re-testing associated with failed clearance tests except:

SPECIAL CONDITIONS

- If the previous five units or areas tested (regardless of project contract) passed clearance.
OR
- The previous fifteen consecutive units or areas tested (regardless of project contract) passed clearance and the Contractor subsequently failed no more than two clearances in five consecutive tests.

Retesting costs will be set at one hundred dollars (\$100) per retest and include inspectors' and assessors' time, laboratory costs and transportation. The City may withhold these costs from one or more payments due to Contractor. The Contractor shall pay for re-testing of any two successive failed clearance tests of the same unit or area regardless of the above conditions.

Because damages suffered by the City due to Contractor's failure to complete work on time would be extremely difficult or impractical to determine, the Contractor shall pay to the City, or have withheld from monies due to Contractor, as liquidated damages and not as a penalty, the sum of \$225 per day that the Contractor fails to complete work in accordance with the time schedule for the work excluding delays due to severe weather, fire, earthquakes, or civil disturbances.

Any Contractor who continually under-estimates the date of completion or fails to pass final clearance may be barred from future individual worksite bids.

Q. INVOICES

Contractor shall submit upon completion of each job an original numbered invoice on the Contractor's business stationery describing the following:

- The appropriate BPO number as indicated on the BPO release (purchase order).
- A description of the "Notice to Proceed" and/or "Change Order" including the property address, which authorized the Contractor to conduct work.

With the invoice, the Contractor must provide a copy of the signed "Notice to Proceed" and/or "Change Order" for which the Contractor is invoicing, as well as copies of the results of hazardous waste characterization laboratory analysis, copies of the completed manifest verifying final waste disposal, and associated chain of custody forms.

R. PAYMENT

The City may withhold payments or portions of payments in accordance with the "Costs Beyond Completion Schedule And Clearance Failures" section above. In addition, payments or portions of payments may be withheld by the City due to defects in Contractor's work. Any payments or portions withheld will be retained by the City with no interest accruing, until the defects are corrected.

S. WARRANTY

The Contractor shall guarantee all work against defects in materials and workmanship for twelve (12) months after the passed clearance date of the entire Project. On notice from the City within that period, the Contractor shall promptly remedy any defects due to faulty

SPECIAL CONDITIONS

materials or workmanship at no cost to the City. If the Contractor fails to correct the defects within ten (10) business days, the City may remedy the defects by whatever means necessary, including contracting with another contractor to perform the work. The original Contractor shall pay any costs and damages incurred by the City in this regard.

T. BIDDING PROJECT CONTRACTS

Contractors who have not complied with these Special Conditions or have not performed to the City's satisfaction of specific Projects (including but not limited to agreed project schedules, warranty issues and clearance failures) may be temporarily excluded from bidding on Projects.

The City will notify Approved Contractor(s) of the time and day that a walk-through of the property is scheduled. The Contractor(s) will be provided a written scope of work that identifies specific lead hazard control and rehabilitation treatments to be conducted and the dust sampling results of the original risk assessment. For some projects, the Contractor will be provided a time frame that limits when the work must be either conducted and/or completed by. Contractors shall inspect the property and furnish bids to the City three [3] working days after the scheduled walk-through of the property at 5:00 PM. Contractors have the right to underbid (but may not overbid) the original prices furnished to the City in the bid section of this Contract.

All bids must include costs for labor, materials, and equipment necessary to implement and complete the Project in accordance with all of the specifications herein. All costs furnished to the City by the Contractor, whether for abatement, hazard-control, and/or rehabilitation, shall include all required preparation, set-up, containment, cleaning, security services, waste characterization (TTLC, STLC and TCLP) as required by law, by an AIHA, ELPAT, and ELLAP accredited laboratory, and disposal of all construction debris and/or hazardous waste materials at a facility that has the correct permits/license for such disposal.

Included with each bid, the Contractor shall provide to the City the number of days (not including weekends and holidays) needed to complete all work within each residential unit. This information is used to determine the number of days the occupant requires temporary relocation. The Contractor is not responsible for costs associated with daytime or overnight relocation of the residential unit, except as described in the "Costs Beyond Completion Schedule and Clearance Failures" section of this Contract.

Included with the bid, the Contractor shall provide to the City the number of days to complete the entire Project. The standard acceptable completion schedule for an entire project shall be no more than ten (10) working days (two weeks with no holidays) unless justified in writing and agreed to by the City. The actual contractor work schedule will be agreed upon by the Awarded Contractor and the property owner.

Included with the bid, the Contractor shall provide to the City a list of all personnel and entities (including subcontractors) the Contractor intends to utilize to complete the Project. A "Lead in Construction Certification Type", "Lead in Construction Certification Number" and

SPECIAL CONDITIONS

"Date Certification Expires" shall be included for each State Certified Lead in Construction person listed. At least one "Lead in Construction Supervisor must be included on the list. Only City personnel and those persons identified by the Contractor will be allowed access to the property.

U. NOTICE TO PROCEED

The City will return a signed and dated copy of the "Notice to Proceed" with the work. All lead-based paint removal / control shall be performed by the assigned Contractor as directed by authorized City representatives.

SPECIAL CONDITIONS

3. RESPONDING TO THIS INVITATION TO BID

A. MANDATORY PRE-BID CONFERENCE

A mandatory pre-bid conference will be held for the purpose of answering questions. Due to the nature and scope of work and specific standards required by the City, no bid will be accepted from a bidder who fails to attend the pre-bid conference. Bidders will be required to sign in at the pre-bid conference.

The pre-bid conference will take place:

Time: 10:00 AM to 12:00 Noon

Date: July 10, 2006

Location: City of Long Beach – DHHS
2525 Grand Ave. Room 204
Long Beach, CA 90815

B. CONTRACTOR'S QUALIFICATION AND SUBMITTAL REQUIREMENTS

Approved Contractor must submit any additions, omissions or revisions to the below information to the City during the term of the Blanket Purchase Order.

i) PROOF OF INSURANCE

In addition to the insurance requirements described in section 30 of the General Conditions (Comprehensive General Liability, Automobile Liability and Workers Compensation), the Contractor must maintain an occurrence-based Pollution Liability Insurance with limits not less than \$1,000,000 from a company admitted in California or a non-admitted company having a rating of A:VIII by A.M. Best Company. Either proof of insurance or a "Letter of Commitment" from an insurance company acceptable to the City must be included with your bid for each insurance specified. "Letter of Commitment" submittals must indicate that specific adequate insurance coverage shall be provided at the time of award of Contract.

Proof of all insurance must be provided to the City prior to becoming approved and must be maintained for the duration of the Blanket Purchase Order. If the Contractor fails to provide proof of insurance within 30 days after notification of award of selection as an Approved Contractor, the City may elect not to give final approval to the Contractor.

These insurance requirements apply to all tiers of subcontractors. The subcontractors must all supply evidence of workers' compensation as well as their own liability insurance, or evidence the Contractor is covering all liability under its coverage by including all tiers of its subcontractors as additional insureds.

ii) CERTIFICATIONS

Furnish the name, address and copies of available current State of California Lead-in-Construction Certifications and Fit Test records for each Supervisor and Worker that is directly employed by the person or entity submitting this bid. At least one certified supervisor must be included in your submittal.

SPECIAL CONDITIONS

iii) SUBCONTRACTORS

Submit a list of current subcontractors that you anticipate to use if awarded projects under this Contract. Identify any subcontractor that are State of California Lead-in-Construction certified and furnish the name, address and copies of current Certifications. Where this section is not applicable, there should be a written statement stating this is not applicable.

iv) LICENSES

The Contractor shall have and maintain a current California Class B General Building Contractor's License and an Asbestos Certification License registered with the Department of Industrial Relations, Division of Occupational Safety and Health. Information is to be provided on the below "Statement Of License And Certification".

v) REFERENCES

Furnish on a list identifying a minimum of three (3) current customers, including company name, street address, telephone number and contact person, for whom Bidder has provided similar services. The City intends to contact these customers to determine reliability, Contractor's performance and service and other information. Failure to include customer's references may void bid.

vi) LITIGATION

Supply a statement regarding all pending or completed litigation or settlements regarding services provided by the Contractor, regardless of company name, that were not settled prior to June 30, 2003. Where this section is not applicable, there should be a written statement stating this is not applicable.

vii) PROJECT CONTRACT BID PRICES

The Contractor shall submit a maximum price for each task listed below. All of the prices furnished must include costs for labor, materials, and equipment necessary to implement and complete the tasks in accordance with the specifications herein. The prices furnished shall not include sales tax.

VIZION'S WEST, INC.

General Contracting ❖ Asbestos Abatement/Lead Abatement ❖ Complete Demolition Services

Contractor's Qualifications and Submittal Requirements

Contractors Lic. #812067 ❖ D.O.S.H. #837

29226 AVENIDA GAVIOTA ❖ QUAIL VALLEY CA 92587 ❖ PHONE: (951)244-3050 ❖ FAX:(951)244-8359

VIZION'S WEST, INC.

General Contracting ❖ Asbestos Abatement/Lead Abatement ❖ Complete Demolition Services

Proof of Insurance

(copies of insurance provided are made part of this bid)

Contractors Lic. #812067 ❖ D.O.S.H. #837

29226 AVENIDA GAVIOTA ❖ QUAIL VALLEY CA 92587 ❖ PHONE: (951)244-3050 ❖ FAX:(951)244-8359

CERTHOLDER COPY

**STATE
COMPENSATION
INSURANCE
FUND**

P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 12-07-2005

 GROUP: 000044
 POLICY NUMBER: 0022328-2005
 CERTIFICATE ID: 22
 CERTIFICATE EXPIRES: 12-01-2006
 12-01-2005/12-01-2006

**CITY OF LONG BEACH
333 WEST OCEAN BLVD, 3RD FLOOR
LONG BEACH CA 90803**

NF

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.



AUTHORIZED REPRESENTATIVE



PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.
ENDORSEMENT #1600 - LLOYD EARLEYWINE PRES, SEC, TREAS - EXCLUDED.
ENDORSEMENT #1600 - BRIAN SCOTT SMITH DIRECTOR - EXCLUDED.
ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 12-01-2005 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

**VIZIONS WEST INC.
29060 GOETZ RD
SUN CITY CA 92587**

NF

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
12/05/2005

PRODUCER

Serial # 107798
BONDING & INSURANCE SPECIALISTS AGENCY, INC.
 9340 S. HARLEM AVENUE
 BRIDGEVIEW, IL 60455

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

VIZION'S WEST, INC.
 29060 GOETZ ROAD
 QUAIL VALLEY, CA 92587

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: ARCH SPECIALTY INSURANCE COMPANY	
INSURER B: CENTURY NATIONAL INSURANCE COMPANY	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICES 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 INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	12 EMP 43677 00	08/05/05	08/05/06	EACH OCCURRENCE \$ 1,000,000	
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000	
B		AUTOMOBILE LIABILITY	BAP0133520	01/20/05	01/20/06	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
		<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
		GARAGE LIABILITY				<input type="checkbox"/> ANY AUTO	AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY				<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A		WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$	
		OTHER CONTRACTOR'S POLLUTION LIABILITY OCCURRENCE FORM				12 EMP 43677 00	08/05/05

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

PROJECT: LEAD ABATEMENT SERVICES CONTRACT NO. 28649
 THE CERTIFICATE HOLDER IS ALSO NAMED AS AN ADDITIONAL INSURED UNDER THE GENERAL LIABILITY POLICY.

IN CALIFORNIA, DBA BONDS AND INSURANCE SERVICES - CALIFORNIA LIC #0795489"

CERTIFICATE HOLDER	CANCELLATION
CITY OF LONG BEACH ATTN: CINDY MARTINEZ 333 WEST OCEAN BLVD., PLAZA LEVEL LONG BEACH, CA 90802 LSB	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> 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 <i>Dana M. Huber</i>

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

VIZION'S WEST, INC.

General Contracting ❖ Asbestos Abatement/Lead Abatement ❖ Complete Demolition Services

Certifications

Lead-in-Construction Supervisor and Workers
(DHS certification, Fit for Respirator, Blood Work, Fit Test)

Supervisor

Ron Azevedo S-10434
2484 W. Calle Vista Drive
Rialto, CA 92377-3630

Workers

Sergio Arteaga W-3572
3312 Brandon Street
Pasadena, CA 91107-3858

Josue Gonzalez W-11815
5257 1/2 Rosemead Blvd.,
Pico Rivera CA 90660-2734

Norberto Gonzalez W-10439
212 S. Kraemer Blvd., #2713
Placentia CA 92870

Jesus Perez W-10432
1706 East Sycamore Street
Anaheim CA 92805

Jose Mario Perez W-3572
847 S. Alvarado, #336
Los Angeles CA 90057-4017

Contractors Lic. #812067 ❖ D.O.S.H. #837

29226 AVENIDA GAVIOTA ❖ QUAIL VALLEY CA 92587 ❖ PHONE: (951)244-3050 ❖ FAX:(951)244-8359

State of California Department of Health Services

Lead-Related
Construction
Certificate

Certificate
Type

Expiration
Date

Supervisor

09/15/2007



Ronald L. Azevedo

ID #

Mr. Ronald L. Azevedo
Vision's West
29060 Goetz Road
Quail Valley, California 92587

ID# S-

Expires: 09/15/2007



RESPIRATOR CERTIFICATION

Name: Ron AZEVEDO

Date: 5/5/06

Company: Vizion's West

After reviewing the OSHA questionnaire filled out by the employee listed above, I find that further medical testing is not needed. He She is capable of wearing a respirator at work.

The employee listed above has been given a physical exam by me and at this time is capable of wearing a respirator at work.

The employee listed above is not capable of wearing a respirator at work.

Reason: _____

Physician's Signature: _____

Date: 5/5/06

LabCorp

LabCorp

LabCorp San Diego
5601 Oberlin Drive Ste 100
San Diego, CA 92121

Phone: 858-455-1221

Specimen Number 125-229-3014-0	Patient ID	Control Number AHK04525812	Accession Number 04825812	Accession Phone Number 909-884-1500	Accession Delivery Route 00
Patient Last Name AZVEDO			Accession Address Fox Occupational Med Center		
Patient First Name RON		Patient Middle Name		1375 Cam Real Ste 130	
Patient SSN	Patient Photo	Total Volume		San Bernardino CA 92408	
Age (Y/M/D)	Date of Birth	Sex M	Fasting NO	Additional Information RC: ,HS: ,TP: ,PP: ,CT: PROV:	
Patient Address			Physician Name FOX	NPI	Physician ID
Date and Time Collected 05/05/06 00:00	Date Entered 05/06/06	Date and Time Reported 05/06/06 17:05ET			

Test Ordered
Lead, Blood (Adult)

TESTS	RESULT	FLAG	UNITS	REFERENCE INTERVAL	LAB
Lead, Blood (Adult)	3		ug/dL	0 - 19	50
Environmental Exposure:					
WBC <20					
Occupational Exposure:					
OSHA Lead Std 40					
Detection Limit = 1					

SO: LabCorp San Diego Dir: Alessandr DeVito, MD
5601 Oberlin Drive Ste 100, San Diego, CA 92121
For inquiries, the physician may contact: Branch: 800-859-6066 Lab: 858-455-1221

AZVEDO, RON **125-229-3014-0** - Seq #0612

FINAL REPORT

This document contains private and confidential health information protected by state and federal law. ©2004-06 Laboratory Corporation of America Holdings
If you have received this document in error, please call 800-859-6066
ALL RIGHTS RESERVED Ver: 1.27

VIZION'S WEST, INC.

General Contracting • Asbestos Abatement/Lead Abatement • Complete Demolition Services

EMPLOYEE DATA

Employee Name: Ron Azevedo SS #: [REDACTED]
Job Description: supervisor Smoker: _____ Non-Smoker: x

FIT TESTING RECORD

Half Mask- --Mfg.: North Apv'l. #: TC21C152 Size: large Rubber Type: Silicone
 Full Face --Mfg.: Norton Apv'l. #: TC21C152 Size: _____ Rubber Type: Neoprene
 PAPR ----Mfg.: Racal Breath Apv'l. #: TC21C276 Size: _____ Rubber Type: Neoprene
 BAR w/emer Mfg.: Wilson Apv'l. #: _____ Size: _____ Rubber Type: Neoprene

Testing Agent Used: irritant smoke PASS: FAIL: _____

1. Employee: Ron Azevedo Date: April 10, 2006
Signature: [Signature]
Trainer: [Signature] Date: April 10, 2006
Signature: Bob Earleywine

*** FIT Test to be performed every six (6) months, or as needed.

Contractors Lic. #812067 • D.O.S.H. #837



29060 GOETZ ROAD • QUAIL VALLEY CA 92587 • PHONE: (951)244-3050 • FAX: (951)244-8359

Sergio Arteaga

State of California Department of Health Services

Lead-Related Construction Certificate	<u>Certificate Type</u> Worker ★	<u>Expiration Date</u> 03/29/2007
---	--	--

Expires: 3/29/07



Sergio Arteaga ID# [REDACTED]

Worker ID# [REDACTED]

San Jose Family Clinic, Inc.
9914 San Juan Ave.
South Gate, CA 90280
Tel: (323) 569-6979 Fax: (323) 249-4626

FITNESS FOR DUTY FORM

NAME: Arteaga Sergio SS# [REDACTED] Age: [REDACTED]

DATE OF EXAM 06/10/06 EMPLOYER

TYPE OF EXAMINATION:

- Pre-employment periodic DOT overseas return to work pulmonary function asbestos
 other _____

RECOMMENDATIONS:

The following medical recommendation are based on a review of the health, history, examination findings, related tests or studies and the specific physical capacities required for the position applied for or currently held by the examinee.

The examination indicates no significant pathological condition. Can be assigned to any work consistent with skills and training.

The examination indicates non-occupational pathological conditions, to be followed by the personal physician. Can be assigned to any work consistent with skills and training.

The examination indicates non-occupational pathological conditions, to be followed by the personal physician. Acceptable for work, but should not be assigned without a review from the Medical Department.

The examination indicates that a pathological condition exists which limits work assignment as follows:

- | | |
|--|--|
| <input type="checkbox"/> Lifting over ___ lbs. | <input type="checkbox"/> Use of hearing protection devices |
| <input type="checkbox"/> walking | <input type="checkbox"/> Use of correction lenses |
| <input type="checkbox"/> Climbing structures | <input type="checkbox"/> Work above ground |
| <input type="checkbox"/> Bending | <input type="checkbox"/> Shift/ Overtime work |
| <input type="checkbox"/> Driving | <input type="checkbox"/> Operating machinery |
| <input type="checkbox"/> Temperature limits | <input type="checkbox"/> Operating machinery |
| <input type="checkbox"/> Other _____ | |

Eligible for expatriate assignment or overseas travel.

Results of audiometric exam indicates significant threshold shift since baseline audiogram.

Advised to wear hearing protection. Audiogram to be not to be repeated in

results of audiometric exam indicate moderate hearing loss.

Advised to wear hearing protection.

Does not meet criteria for employment at this time.

CERTIFICATION:

Approved for work with hazardous materials.

Approved for use of respirators.

Approved for use of personal protective equipment.

Medically qualified under DOT regulations

Audiometric test completed.

Mechanical visual screening completed.

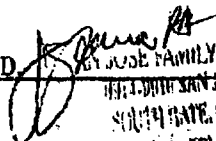
No pathological conditions has been detected in the above named individual that would place him at risk of material health impairment from exposure to: _____

The patient has been informed of this physical examination.

Approved to work with asbestos.

PHYSICIAN:

Randall Rabbko M.D.


SAN JOSE FAMILY CLINIC INC.
9914 SAN JUAN AVE.
SOUTH GATE, CA 90280
(323) 569-6979

Date: 06/10/06

VIZION'S WEST, INC.

General Contracting ♦ Asbestos Abatement/Lead Abatement ♦ Complete Demolition Services

EMPLOYEE DATA

Employee Name: Sergio Arteaga SS #: [REDACTED]

Job Description: worker Smoker: Non-Smoker: x

FIT TESTING RECORD

x Half Mask- --Mfg.: North Apv'l. #: TC21C152 Size: large Rubber Type: Silicone
 Full Face - --Mfg.: Norton Apv'l. #: TC21C152 Size: Rubber Type: Neoprene
 PAPR ----Mfg.: Racal Breath Apv'l. #: TC21C276 Size: Rubber Type: Neoprene
 BAR w/emer Mfg.: Wilson Apv'l. #: Size: Rubber Type: Neoprene

Testing Agent Used: irritant smoke PASS: ✓ FAIL:

1. Employee: Sergio Arteaga Date: April 10, 2006
Signature: *Sergio Arteaga*
Trainer: Ron Azevedo Date: April 10, 2006
Signature: *Ron Azevedo*

*** Fit Test to be performed every six (6) months, or as needed.

Contractors Lic. #812067 ♦ D.O.S.H. #837

29060 GOETZ ROAD ♦ QUAIL VALLEY CA 92587 ♦ PHONE: (951)244-3050 ♦ FAX: (951)244-8359

State of California Department of Health Services

Lead-Related
Construction
Certificate

Certificate
Type

Expiration
Date

Worker

09/09/2008



Josue Gonzalez

ID #

Mr. Josue Gonzalez
Vision's West, Inc.
29060 Goetz Road
Quail Valley, California 92587

ID #

Expires: 9/9/2008

MD MEDICAL CLINICS
Occupational Services

Richard E. Hughes, M.D
Medical Director

RESPIRATOR – MEDICAL CLEARANCE – CERTIFICATE

Before employees are permitted to use a respirator, they must have medical clearance for use.

The following conditions will preclude the use of a respirator.

- (A) CHRONIC CARDIAC DISEASE**
- (B) CHRONIC PULMONARY DISEASE**
- (C) REPEAT EPISODE OF PNEUMOTHORAX**
- (D) STRUCTURAL FACIAL ABNORMALITIES MILITATING AGAINST GOOD RESPIRATOR FIT.**
- (E) EMOTIONAL STATES WHERE RESPIRATOR MAY HEIGHTEN ANXIETY.**
- (F) EXCESS FACIAL HAIR MILITATING AGAINST GOOD RESPIRATOR FIT.**

**Licensed physicians must perform the medical evaluation.
Employees must be certified annually for respirator use.**

Using the above guidelines *Josue Gonzalez* has been examined and certified fit to use a respirator.

J. K...
Physician Signature

1/22/06
Date

“Keeping You on Your Job is Our Job”

P.O. Box 66012, Anaheim, CA 92806-0612 • 1300 N. Kraemer Blvd, Anaheim, CA 92806
Telephone: (714) 630-6363 Fax: (714) 630-6318

MAILING ADDRESS:
P.O. Box 66012, Anaheim, CA 92816-0612
Fax: (714) 630-6318

MD MD MEDICAL CLINICS
Occupational Services
RICHARD HUGHES, M.D., Medical Director

1300 N. Kraemer Blvd., Anaheim, CA 92806
(714) 630-6363

NAME: Joque Gonzalez DATE: 1/24/00
COMPANY: Visions West JOB CLASSIFICATION: Asbestos Removal
DATE OF BIRTH: [REDACTED] AGE: [REDACTED]
HEIGHT: 5'8" WEIGHT: 180 TEMPERATURE: / BLOOD PRESSURE: 130/80/84
VISION: DISTANT UNCORRECTED R / L / B / CORRECTED R 2/200/200/20 L 2/200/200/20 B /
NEAR UNCORRECTED R / L / B / CORRECTED R / L / B /
COLOR VISION: WPC

URINALYSIS: ALBUMIN Abn GLUCOSE Abn
NORMAL ABNORMAL COMMENTS

	NORMAL	ABNORMAL	COMMENTS
GENERAL APPEARANCE	/		
SKIN	/		
EYES	/		
EARS, NOSE, MOUTH/THROAT	/		
NECK	/		
CHEST	/		
LUNGS	/		
HEART	/		
ABDOMEN	/		
HERNIA	/		
UPPER EXTREMETIES	/		
LOWER EXTREMETIES	/		
REFLEXES	/		
BACK	/		
SPINE	/		
SPINAL MOBILITY	/		

Fingers miss toes by 0"

ADDITIONAL STUDIES

		<input type="checkbox"/> RECOMMEND HEARING PROTECTION
AUDIO		
LAB	<u>normal</u>	
X-RAYS <u>Back</u>	<u>/</u>	
SPIROMETRY		
DRUG SCREEN		
OTHER		
BACK SCREENING PROTOCOL		
BACK LIFTING EXAM		<input type="checkbox"/> 50 LBS. <input type="checkbox"/> 75 LBS.

COMMENTS: _____

JOB CLASSIFICATION (See Back of Form)

A B C D

J. Keenan
EXAMINING PHYSICIAN

PATIENT ADVISED TO CONSULT PRIVATE M.D. FOR FURTHER EVALUATION.
MEDICALLY QUALIFIED FOR EMPLOYMENT YES NO

LABORATORY REPORT

92806000 AREA/ROUTE/ST : OCMVROO
 MD MEDICAL CLINIC (OCCUP HLTH)
 ATTN: MARIA HURTADO
 1300 N KRAEMER BLVD
 ANAHEIM, CA 92806-1401



PATIENT NAME GONZALEZ, JOSUE		PATIENT ID		ROOM NO.	AGE	SEX M	PHYSICIAN HUGHES, RICHARD	
PAGE 1	REQUISITION NO. 3714586	ACCESSION NO. EN940206A	LAB REF. #	COLLECTION DATE & TIME 01242006 1720		LOG-IN-DATE 01252006	REPORT DATE 01302006	& TIME 10:59AM

REMARKS

SS#: [REDACTED]

PACIFIC
TIME

FASTING: U

REPORT STATUS	TEST	RESULT		UNITS	REFERENCE RANGE	SITE CODE
		IN RANGE	OUT OF RANGE			
FINAL	Date of Birth: [REDACTED]					
	PROTOPORPHYRIN, ZINC (B)	38		MCG/DL	<70	AT
	LEAD, BLOOD (OSHA)	<3		MCG/DL		WD
INDUSTRIAL EXPOSURE: < 40 MCG/DL MCG/DL = MCG/100G FOR OSHA (REFER TO CURRENT GOVERNMENTAL REGULATIONS FOR EXPOSURE CRITERIA)						
>> END OF REPORT - GONZALEZ, JOSUE EN940206A <<						

Phen

VIZION'S WEST, INC.

General Contracting ♦ Asbestos Abatement/Lead Abatement ♦ Complete Demolition Services

EMPLOYEE DATA

Employee Name: Josue Gonzalez SS #: [REDACTED]

Job Description: worker Smoker: _____ Non-Smoker: x

FIT TESTING RECORD

x Half Mask- --Mfg.: North Apv'l. #: TC21C152 Size: large Rubber Type: Silicone
Full Face - --Mfg.: Norton Apv'l. #: TC21C152 Size: _____ Rubber Type: Neoprene
PAPR ---- --Mfg.: Racal Breath Apv'l. #: TC21C276 Size: _____ Rubber Type: Neoprene
BAR w/emer Mfg.: Wilson Apv'l. #: _____ Size: _____ Rubber Type: Neoprene

Testing Agent Used: irritant smoke PASS: FAIL: _____

1. Employee: Josue Gonzalez Date: April 10, 2006

Signature: [Signature]

Trainer: Ron Azevedo Date: April 10, 2006

Signature: [Signature]

*** Fit Test to be performed every six (6) months, or as needed.

Contractors Lic. #812067 ♦ D.O.S.H. #837

29060 GOETZ ROAD ♦ QUAIL VALLEY CA 92587 ♦ PHONE: (951)244-3050 ♦ FAX: (951)244-8359

State of California Department of Health Services

Lead-Related
Construction
Certificate

Certificate
Type

Expiration
Date

Worker

12/08/2006



Norberto Gonzalez

ID # [REDACTED]

Norberto Gonzalez



Expires: 12/08/06

MD MEDICAL CLINICS
Occupational Services

Richard E. Hughes, M.D
Medical Director

RESPIRATOR – MEDICAL CLEARANCE – CERTIFICATE

Before employees are permitted to use a respirator, they must have medical clearance for use.

The following conditions will preclude the use of a respirator.

- (A) CHRONIC CARDIAC DISEASE
- (B) CHRONIC PULMONARY DISEASE
- (C) REPEAT EPISODE OF PNEUMOTHORAX
- (D) STRUCTURAL FACIAL ABNORMALITIES MILITATING AGAINST GOOD RESPIRATOR FIT.
- (E) EMOTIONAL STATES WHERE RESPIRATOR MAY HEIGHTEN ANXIETY.
- (F) EXCESS FACIAL HAIR MILITAING AGAINST GOOD RESPIRATOR FIT.

Licensed physicians must perform the medical evaluation.
Employees must be certified annually for respirator use.

Using the above quidelines Gonzalez, Norberto has been examined and certified fit to use a respirator.

Richard E. Hughes, M.D.
Physician Signature

JAN 24 2006

Date

"Keeping You on Your Job is Our Job"

P.O. Box 66012, Anaheim, CA 92806-0612 • 1300 N. Kraemer Blvd, Anaheim, CA 92806
Telephone: (714) 630-6363 Fax: (714) 630-6318

MAILING ADDRESS:
P.O. Box 66012, Anaheim, CA 92816-0612
Fax: (714) 630-6318



MD MEDICAL CLINICS
Occupational Services

RICHARD HUGHES, M.D., Medical Director

1300 N. Kraemer Blvd., Anaheim, CA 92806
(714) 630-6363

NAME: Gonzalez, Norberto DATE: JAN 24 2006
COMPANY: Visions West, Inc. JOB CLASSIFICATION: Asbestos Removal
DATE OF BIRTH: [REDACTED] AGE: [REDACTED]
HEIGHT: 5'4" WEIGHT: 184 TEMPERATURE: 37.2/20/20 BLOOD PRESSURE: 124/80 PULSE: 68
VISION: DISTANT UNCORRECTED R 20/20 L 20/20 B 20/20 CORRECTED R 20/20 L 20/20 B 20/20
NEAR UNCORRECTED R 20/20 L 20/20 B 20/20 CORRECTED R 20/20 L 20/20 B 20/20
COLOR VISION: WNL

URINALYSIS: ALBUMIN Neg GLUCOSE Neg.

	NORMAL	ABNORMAL	COMMENTS
GENERAL APPEARANCE	/		
SKIN	/		
EYES	/		
EARS, NOSE, MOUTH/THROAT	/		
NECK	/		
CHEST	/		
LUNGS	/		
HEART	/		
ABDOMEN	/		
HERNIA	/		
UPPER EXTREMETIES	/		
LOWER EXTREMETIES	/		
REFLEXES	/		
BACK	/		
SPINE	/		
SPINAL MOBILITY	/		

Fingers miss toes by 0

ADDITIONAL STUDIES

AUDIO		<input type="checkbox"/> RECOMMEND HEARING PROTECTION
LAB	<u>normal</u>	
X-RAYS	<u>breeder</u>	
SPIROMETRY	/	
DRUG SCREEN		
OTHER		
BACK SCREENING PROTOCOL		
BACK LIFTING EXAM		<input type="checkbox"/> 50 LBS. <input type="checkbox"/> 75 LBS.

COMMENTS: _____

JOB CLASSIFICATION (See Back of Form)

A B C D

J. Kraemer M.D.
EXAMINING PHYSICIAN

PATIENT ADVISED TO CONSULT PRIVATE M.D. FOR FURTHER EVALUATION.
MEDICALLY QUALIFIED FOR EMPLOYMENT YES NO

LABORATORY REPORT



92806000 AREA/ROUTE/ST : OCMVR00
 MD MEDICAL CLINIC (OCCUP HLTH)
 ATTN: MARIA HURTADO
 1300 N KRAEMER BLVD
 ANAHEIM, CA 92806-1401

PATIENT NAME GONZALEZ, NORBERTO		PATIENT ID		ROOM NO.	AGE	SEX M	PHYSICIAN HUGHES, RICHARD	
PAGE 1	REQUISITION NO. 3714585	ACCESSION NO. EN940205A	LAB REF. #	COLLECTION DATE & TIME 01242006 1700		LOG-IN DATE 01252006	REPORT DATE 01302006	& TIME 10:59AM

REMARKS

SS#: [REDACTED]

PACIFIC
 TIME
 FASTING: U

REPORT STATUS	FINAL	TEST	RESULT		UNITS	REFERENCE RANGE	SITE CODE
			IN RANGE	OUT OF RANGE			
		Date of Birth: [REDACTED]					
		PROTOPORPHYRIN, ZINC (B)	37		MCG/DL	<70	AT
		LEAD, BLOOD (OSHA)	<3		MCG/DL		WD
INDUSTRIAL EXPOSURE: < 40 MCG/DL MCG/DL = MCG/100G FOR OSHA (REFER TO CURRENT GOVERNMENTAL REGULATIONS FOR EXPOSURE CRITERIA)							
>> END OF REPORT - GONZALEZ, NORBERTO EN940205A <<							

POD

VIZION'S WEST, INC.

General Contracting ♦ Asbestos Abatement/Lead Abatement ♦ Complete Demolition Services

EMPLOYEE DATA

Employee Name: Norberto Gonzalez SS #: [REDACTED]

Job Description: worker Smoker: _____ Non-Smoker: X

FIT TESTING RECORD

Half Mask- --Mfg.: North Apv'l. #: TC21C152 Size: M Rubber Type: Silicone
 Full Face - --Mfg.: Norton Apv'l. #: TC21C152 Size: _____ Rubber Type: Neoprene
 PAPR --- --Mfg.: Racal Breath Apv'l. #: TC21C276 Size: _____ Rubber Type: Neoprene
 BAR w/emer Mfg.: Wilson Apv'l. #: _____ Size: _____ Rubber Type: Neoprene

Testing Agent Used: irritant smoke PASS: FAIL: _____

1. Employee: Norberto Gonzalez Date: April 10, 2006
Signature: NORBERTO G. B.
Trainer: Ronald Azevedo Date: April 10, 2006
Signature: [Signature]

*** Fit Test to be performed every six (6) months, or as needed.

Contractors Lic. #812067 ♦ D.O.S.H. #837



29060 GOETZ ROAD ♦ QUAIL VALLEY CA 92587 ♦ PHONE: (951)244-3050 ♦ FAX: (951)244-8359

Mr. Jesus M. Perez
Vision's West, Inc.
29060 Goetz Road
Quail Valley, California 92587

State of California Department of Health Services

Lead-Related Construction Certificate	<u>Certificate</u> Type	<u>Expiration</u> Date
	Worker ★	04/18/2007

Expires: 4/18/2007



Jesus M. Perez ID: [REDACTED] Worker I.D. # [REDACTED]



ASBESTOS EXPOSURE EXAMINATION Written Medical Opinion

85311
 Empl: VISION'S WEST
 DOS: 3/28/06
 Date: patient: Perez, Jesus
 Empicase #: 119-154237 Ref #: px
 DOB: [REDACTED] Age of Birth: _____
 Tel: _____

Employees assigned to tasks requiring the use of respirators must be determined to be physically capable of working while using such equipment. In this regard, I have medically evaluated the aforementioned employee in accordance with Federal OSHA Standards 29 CFR parts 1910.1001, 1910.20 and 1926.58 (Occupational Exposure to Asbestos, Tremolite, Antophyllite, and Actinolite), 40 CFR 763 (EPA Worker Protection Rule), and Title 8 CCR 1529 and 8 CAC 5208 (California Asbestos Standards). The results of the physical examination, pulmonary function test, and radiologic chest studies are attached for your files.

In accordance with the above cited regulations, the applicant / employee has been informed of:

1. The results of the medical examination performed
2. The health hazards and medical conditions associated with the exposure to asbestos
3. Any detected medical conditions that could place the applicant / employee at an increased risk of material health impairment.
4. The increased health risk associated with smoking and working exposed to asbestos.

In addition, I have found him / her to be:

- Medically qualified for the unrestricted use of respirators.
 Medically qualified for the restricted use of respirators with the following restrictions.
- Medically unqualified for the use of respirators.

Comments:

U.S. HEALTHWORKS
1619 E. EDINGER AVE
SANTA ANA CA 92705

Examiner Name: [Signature]
 Signature: _____
 Date: 3/28/06

Regulations restrict examiners from revealing in this written opinion any findings and / or medical conditions unrelated to occupational exposure to asbestos.



QUEST DIAGNOSTICS INCORPORATED

PATIENT INFORMATION
PEREZ, JESUS

DOB: [REDACTED] AGE: [REDACTED]
GENDER: M FASTING: N
SSN: [REDACTED]
ID: [REDACTED]
PHONE:

REPORT STATUS FINAL REPORT

ORDERING PHYSICIAN
JONES, RANDOLPH

CLIENT INFORMATION
W76039154
US HEALTHWORK CLINIC-SANTA ANA
1619 E EDINGER AVE
SANTA ANA, CA 92705-5000

UNL2800
TA ANA

SPECIMEN INFORMATION
SPECIMEN: EN764521C
REQUISITION: Q297268

COLLECTED: 03/28/2006 16:45 PT
RECEIVED: 03/29/2006 00:56 PT
REPORTED: 03/30/2006 06:46 PT

COMMENTS: REG# 119-154237

Test Name	In Range	Out of Range	Reference Range	Lab
LEAD, BLOOD COLLECTION SAMPLE: HARD COPY TO FOLLOW	4		<10 NCG/DL	EN

PERFORMING LABORATORY INFORMATION

EN QUEST DIAGNOSTICS-WEST HILLS, 9401 FALLBROOK AVENUE, WEST HILLS, CA 91304-3226
Laboratory Director: KENNETH L. SISCO, MD, CLIA: 05D0642027

PEREZ, JESUS - EN764521C

Page 1 - End of Report

VIZION'S WEST, INC.

General Contracting ♦ Asbestos Abatement/Lead Abatement ♦ Complete Demolition Services

EMPLOYEE DATA

Employee Name: Jesus Perez SS #: [REDACTED]
Job Description: worker Smoker: _____ Non-Smoker: x

FIT TESTING RECORD

x Half Mask --Mfg.: North Apv'l. #: TC21C152 Size: large Rubber Type: Silicone
Full Face --Mfg.: Norton Apv'l. #: TC21C152 Size: _____ Rubber Type: Neoprene
PAPR ----Mfg.: Racal Breath Apv'l. #: TC21C276 Size: _____ Rubber Type: Neoprene
BAR w/emer Mfg.: Wilson Apv'l. #: _____ Size: _____ Rubber Type: Neoprene

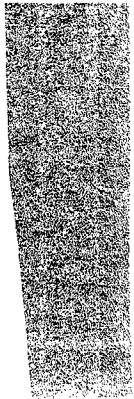
Testing Agent Used: irritant smoke PASS: FAIL: _____

1. Employee: Jesus Perez Date: April 10, 2006
Signature: [Signature]
Trainer: Ron Azevedo Date: April 10, 2006
Signature: [Signature]

*** Fit Test to be performed every six (6) months, or as needed.

Contractors Lic. #812067 ♦ D.O.S.H. #837

29060 GOETZ ROAD ♦ QUAIL VALLEY CA 92587 ♦ PHONE: (951)244-3050 ♦ FAX: (951)244-8359



Mr. Jose M. Perez
Vision's West, Inc.
29060 Goetz Road
Quail Valley, California 92587

State of California Department of Health Services

<u>Lead-Related Construction Certificate</u>	<u>Certificate Type</u>	<u>Expiration Date</u>
	Worker	12/20/2006



Jose M. Perez

ID # [REDACTED]

LABORATORY REPORT

SAN JOSE FAMILY CLINIC, INC.
9914 SAN JUAN AVE.
SOUTH GATE, CA 90280
(323) 589-6979



PAN AMERICAN LABORATORY, INC.
10858 E. Rosecrans Avenue, Suite D, Norwalk, CA 90650
Tel.: (562) 929-0007 • Fax: (562) 929-0508

CLIENT

Jo

DIRECTOR

Brian Minkus, M.D.

PATIENT NAME Perez, Mario	INSURANCE CLIENT	REFERRING PHYSICIAN Mehrizi, Nasser	PATIENT ID 240833
PATIENT ID MP240833	BIRTH DATE	AGE M	DATE RECEIVED 3/29/2006
		DATE REPORTED 4/03/2006	REPORT STATUS FINAL

TEST	RESULT	UNITS	REFERENCE RANGE	TEST	RESULT	UNITS	REFERENCE RANGE
------	--------	-------	-----------------	------	--------	-------	-----------------

Special Chemistry

LEAD BLOOD	4.7	ug/dl	0.0-25.0
------------	-----	-------	----------

*** ALL ABNORMAL TEST RESULTS ARE VERIFIED BY REPEAT ANALYSIS ***

VISION'S WEST

General Contracting • Asbestos Abatement /Lead Abatement • Complete Demolition Services

EMPLOYEE DATA

Employee Name: Jose Mario Perez SS #: [REDACTED]

Job Description: Worker Smoker: _____ Non-Smoker: XX

FIT TESTING RECORD

<input checked="" type="checkbox"/>	Half Mask- --Mfg.: <u>North</u>	Apv'l. #: <u>TC21C152</u>	Size: <u>L6</u>	Rubber Type: <u>Silicone</u>
<input type="checkbox"/>	Full Face - --Mfg.: <u>Norton</u>	Apv'l. #: <u>TC21C152</u>	Size: _____	Rubber Type: <u>Neoprene</u>
<input type="checkbox"/>	PAPR ---- --Mfg.: <u>Racal Breath</u>	Apv'l. #: <u>TC21C276</u>	Size: _____	Rubber Type: <u>Neoprene</u>
<input type="checkbox"/>	BAR w/emer Mfg.: <u>Wilson</u>	Apv'l. #: _____	Size: _____	Rubber Type: <u>Neoprene</u>

Testing Agent Used: Irritant Smoke Pass: X Fail: _____

1. Employee: Mario Perez Date: 3/30/2006
Signature: [Signature]

Trainer: Ron Azevedo Date: 3/30/2006
Signature: [Signature]

Contractors Lic. #727732 • D.O.S.H. #680

29839 AVE DE LAS FLORES • QUAIL VALLEY, CA. 92587 • PHONE/FAX: (909)-244-3050

San Jose Family Clinic, Inc.
9914 San Juan Ave.
South Gate, CA 90280
Tel: (323) 569-6979 Fax: (323) 249-4626

FITNESS FOR DUTY FORM

NAME: **Perez, Mario Jose**

SS# [REDACTED]

DATE OF EXAM 03/29/06 EMPLOYER

TYPE OF EXAMINATION:

- Pre-employment () periodic () DOT () overseas () return to work pulmonary function asbestos
() other _____

RECOMMENDATIONS:

The following medical recommendation are based on a review of the health, history, examination findings, related tests or studies and the specific physical capacities required for the position applied for or currently held by the examinee.

The examination indicates no significant pathological condition. Can be assigned to any work consistent with skills and training.

() The examination indicates no-occupational pathological conditions, to be followed by the personal physician. Can be assigned to any work consistent with skills and training.

() The examination indicates non-occupational pathological conditions, to be followed by the personal physician. Acceptable for work, but should not be assigned without a review from the Medical Department.

() The examination indicates that a pathological condition exists which limits work assignment as follows:

- | | |
|---------------------------|---------------------------------------|
| () Lifting over ___ lbs. | () Use of hearing protection devices |
| () walking | () Use of correction lenses |
| () Climbing structures | () Work above ground |
| () Bending | () Shift/ Overtime work |
| () Driving | () Operating machinery |
| () Temperature limits | () Operating machinery |
| () Other _____ | |

() Eligible for expatriate assignment or overseas travel.

() Results of audiometric exam indicates significant threshold shift since baseline audiogram.

Advised to wear hearing protection. Audiogram () to be () not to be repeated in _____.

() results of audiometric exam indicate moderate hearing loss.

Advised to wear hearing protection.

() Does not meet criteria for employment at this time.

CERTIFICATION:

Approved for work with hazardous materials.

Approved for use of respirators.

Approved for use of personal protective equipment.

() Medically qualified under DOT regulations

() Audiometric test completed.

() Mechanical visual screening completed.

() No pathological conditions has been detected in the above named individual that would place him at risk of material health impairment form exposure to: _____

() The patient has been informed of this physical examination.

Approved to work with asbestos.

PHYSICIAN:

Nasser Mehrizi, M.D.

Nasser Mehrizi, M.D.

SAN JOSE FAMILY CLINIC INC.
9914 9916 SAN JUAN AVE.
SOUTH GATE, CA 90280
(323) 569-6979

Date: **3/29/06**

VIZION'S WEST, INC.

General Contracting ❖ Asbestos Abatement/Lead Abatement ❖ Complete Demolition Services

Sub-Contractors

None to report

Contractors Lic. #812067 ❖ D.O.S.H. #837

29226 AVENIDA GAVIOTA ❖ QUAIL VALLEY CA 92587 ❖ PHONE: (951)244-3050 ❖ FAX:(951)244-8359

VIZION'S WEST, INC.

General Contracting ♦ Asbestos Abatement/Lead Abatement ♦ Complete Demolition Services

Licenses

CSLB: 812067, expires 12/31/2006

DOSH: 837, expires 06/09/2007

(copies of licenses included)

Contractors Lic. #812067 ♦ D.O.S.H. #837

29226 AVENIDA GAVIOTA ♦ QUAIL VALLEY CA 92587 ♦ PHONE: (951)244-3050 ♦ FAX:(951)244-8359



State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE



License Number **812067**

Entity **CORP**

Business Name **VIZION'S WEST INC**

Classification **B C17 C21 ASB**

Expiration Date **12/31/2006**



Any change of business address/name must be reported to the Registrar within 90 days.

This license is not transferable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. This pocket card is valid through the expiration date only.

If found, drop in any mailbox.
Postage guaranteed by:
Contractors State License Board
P.O. Box 28000
Sacramento, CA 95826

Bob Eschynine

Licentee Signature

State of California



Department of Industrial Relations

DIVISION OF OCCUPATIONAL SAFETY AND HEALTH

Certificate of Registration for Asbestos-related Work

Certificate No. 837

Expiration Date 09-Jun-07

VIZIONS WEST, INC.

(Name of Employer)

is duly registered by the Division of Occupational Safety and Health in accordance with the California Administrative Code, Title 8, Article 2.5 for asbestos-related work.

22-May-06
Date Of Issuance


Division of Occupational Safety and Health

Effective Date 10-Jun-06

Contractor's License No. 812067

This registration is valid only when the following requirements and conditions are met:

1. The registered employer shall safely perform asbestos-related work in compliance with relevant occupational safety and health regulations.
2. The registered employer shall notify the Division of changes in work locations or conditions as specified by Section 341.9 of Title 8 of the California Administrative Code.
3. The registered employer shall post a sign readable at 20 feet at the location of any asbestos-related work stating:

**Danger-Asbestos
Cancer and Lung Hazard
Authorized Personnel Only**

4. A copy of the registration shall be posted at the jobsite beside the Cal-OSHA poster.
5. The registered employer shall provide a copy of this registration certificate to the prime contractor and any other employers at the site before the commencement of any asbestos-related work.
6. The registered employer shall conduct a safety conference prior to the commencement of any asbestos-related work as specified by Section 341.11 of Title 8 of the California Administrative Code.
7. The registered employer acknowledges the Division's right to revoke or suspend this registration as provided by Section 341.14 of title 8 of the California Administrative Code.

VIZION'S WEST, INC.

General Contracting ♦ Asbestos Abatement/Lead Abatement ♦ Complete Demolition Services

References

(see list included)

Contractors Lic. #812067 ♦ D.O.S.H. #837

29226 AVENIDA GAVIOTA ♦ QUAIL VALLEY CA 92587 ♦ PHONE: (951)244-3050 ♦ FAX:(951)244-8359

VIZION'S WEST, INC.

General Contracting ♦ Asbestos Abatement/Lead Abatement ♦ Complete Demolition Services

REFERENCES

Lead in Construction / Lead Remediation

1.

City of Long Beach

Department of Health and Human Services
Environmental Health
2525 Grand Avenue, Room 220
Long Beach CA 90815-1765

Contact: Chris Lee

562-570-4484 Phone
562-570-4498 Fax

Experience: Performed lead paint hazard control both interior and exterior, prepared surfaces for painting, retrofit and install windows, including trim molding, caulking (resize for egress as needed); remove and reinstall doors, molding, jambs, trim, and hardware; Exterior included fascia, rafters, soffits, jambs, casings, siding, decorative beams, garage units; Interior including, baseboards, molding, chair rails, cabinets, ceilings, walls, tile, flooring; Removed contaminated soil, and installed new sod, and timer on sprinkler system.

2.

County of Riverside

Office of Industrial Hygiene
POBox 7600
Riverside CA 92513-7600

Contact: Davie Condol

(951) 358-5050 Phone
(951) 358-5443 Fax

Experience: Performed lead paint hazard control both interior and exterior, prepared surfaces for painting, installed or reinstalled cabinets and associated hardware, retrofit and install windows (aluminum, vinyl, wood per specifications), including trim molding, caulking (resize for egress as needed); remove and reinstall doors, molding, jambs, trim, and hardware; Exterior included fascia, rafters, soffits, jambs, casings, siding, decorative beams, garage units; Interior including, baseboards, molding, chair rails, cabinets, ceilings, walls, tile, flooring; Also, when called out have installed, garbage disposal, tile, kitchen sinks, relocated gas lines. When relevant historical integrity has been maintained, and not compromised. Occupants are able to return to home in record time.

Contractors Lic. #812067 ♦ D.O.S.H. #837

29226 AVENIDA GAVIOTA ♦ QUAIL VALLEY CA 92587 ♦ PHONE: (951)244-3050 ♦ FAX:(951)244-8359

References and Experience

Continued

Page 2 of 2

3.

County of Los Angeles/Dept of Health Serv
Childhood Lead Poisoning Prevention Prgrm
5555 Ferguson Drive, Suite 210-10
City of Commerce CA 90022

Contact: Ken Habaradas
323-869-7033 Phone
323-890-8737 Fax

Experience: Performed lead paint hazard control both interior and exterior, prepared surfaces for painting, installed or reinstalled cabinets and associated hardware, retrofit and install windows, including trim molding, caulking (resize for egress as needed); remove and reinstall doors, molding, jambs, trim, and hardware; Exterior included fascia, rafters, soffits, jambs, casings, siding, decorative beams, garage units; Interior including, baseboards, molding, chair rails, cabinets, ceilings, walls, tile, flooring. Occupants are able to return to home in record time.

4.

Riverside Housing Development Corp.
4250 Brockton Avenue, Suite 200
Riverside CA 92501

Contact: Arleen Long
951-341-6511 Phone
951-341-6514 Fax

Experience: Performed lead paint hazard control both interior and exterior, prepared surfaces for painting, retrofit and install windows including trim molding, caulking (resize for egress as needed); remove and reinstall doors, molding, jambs, trim, and hardware; Exterior included fascia, rafters, soffits, jambs, casings, siding, decorative beams, garage units; Interior including, baseboards, molding, chair rails, cabinets, ceilings, walls, tile, flooring. When relevant historical integrity has been maintained, and not compromised. Occupants are able to return to home in record time.

VIZION'S WEST, INC.

General Contracting ♦ Asbestos Abatement/Lead Abatement ♦ Complete Demolition Services

Litigation

**Not applicable,
No litigation pending or settled regarding services
provided by contractor.**

Contractors Lic. #812067 ♦ D.O.S.H. #837

29226 AVENIDA GAVIOTA ♦ QUAIL VALLEY CA 92587 ♦ PHONE: (951)244-3050 ♦ FAX:(951)244-8359

VIZION'S WEST, INC.

General Contracting ♦ Asbestos Abatement/Lead Abatement ♦ Complete Demolition Services

Contract bid Prices

Contractors Lic. #812067 ♦ D.O.S.H. #837

29226 AVENIDA GAVIOTA ♦ QUAIL VALLEY CA 92587 ♦ PHONE: (951)244-3050 ♦ FAX:(951)244-8359

SPECIAL CONDITIONS

The following prices are for one unit each (one window system, one door system, etc.), unless otherwise specified. All work shall be completed in accordance with the Special Conditions herein.

1. INTERIOR (NON-FRICTION) paint stabilization

Wet scrape interior components using lead safe work practices; prep, patch and paint designated surfaces.

	Price Per Square Foot
a) Accessible Surfaces (including doors, decks, floors, walls, baseboards, chair rails, mantles, stair treads).....	<u>\$1.30</u>
b) Less Accessible Surfaces (including interiors of built-ins, cabinets, crown moldings and ceilings).....	<u>\$1.45</u>
c) Detailed Components (Including banister, balusters, detailed trim etc.).....	<u>\$1.65</u>

2. SINGLE SASH WINDOW TREATMENT

Remove lower sash from the window frame assembly and remove paint to base wood on all friction and impact surfaces, all interior and exterior jambs, stop moldings, sills and troughs; remove paint from all original hardware; replace ropes, missing weights, and reconnect or install sash balances; replace parting bead; wet scrape all remaining interior and exterior non-friction window system surfaces (e.g., upper and lower sashes, casing, trim, header, apron, etc.); reassemble window; secure upper sash; reinstall original / replace missing or defective hardware (latches, pulleys, etc.); paint all interior and exterior window system surfaces; patch glaze/reglaze window glass, as needed.

WINDOW SIZES	Small:	12" x 18" or smaller or 216 sq. in. or less
	Medium:	larger than 12" x 18" to 24" x 36" or >216 sq. in. to 864 sq. in.
	Large:	larger than 24" x 36" or >864 sq. in.

	Small	Medium	Large
Single Sash Window Treatment. Unit Price	<u>\$250.00</u>	<u>\$310.00</u>	<u>\$335.00</u>

SPECIAL CONDITIONS

3. WINDOW SYSTEM TREATMENT / DUAL SASH REPLACEMENT

Remove and replace all sashes (with heavy-duty window glass) from the window frame assembly; remove paint to base wood on all remaining friction and impact surfaces, all interior and exterior jambs, stop moldings, sills and troughs; remove paint from all original hardware; replace ropes, missing weights, and reconnect or install sash balances; replace parting bead; wet scrape all remaining interior and exterior non-friction window system surfaces (upper and lower sashes, casing, trim, header, apron, etc.); reassemble window; secure upper sash as needed; reinstall original / replace missing or defective hardware (latches, pulleys, etc.); paint all interior and exterior window system surfaces; patch glaze/reglaze window glass, as needed.

	Small	Medium	Large
Window System Treatment with Replacement of Upper and Lower Sash	<u>\$335.00</u>	<u>\$390.00</u>	<u>\$490.00</u>

4. CASEMENT WINDOW TREATMENT

Remove casement window sash from the window frame assembly and perform paint removal to base wood on all friction and impact surfaces, all interior and exterior jambs, stop moldings, sills and troughs; wet scrape all remaining interior and exterior non-friction window system surfaces (sash, casing, trim, header, apron, etc.); remove paint from all original hardware; reinstall / reset window in friction-free manner; reinstall original / replace missing or defective hardware (i.e. latches, etc.); paint all interior and exterior window system surfaces; patch glaze/reglaze window glass, as needed.

	Small	Medium	Large
Casement Window Treatment, Unit Price	<u>\$120.00</u>	<u>\$160.00</u>	<u>\$190.00</u>

5. ALUMINUM WINDOW REPLACEMENT

Replace window with a new double glazed, enameled aluminum insert window into the existing frame; remove paint to base wood on all remaining interior and exterior sills and jambs; wet scrape remaining window system components (e.g., casing, trim, apron, etc.); prep and paint all window system surfaces.

	Small	Medium	Large
Aluminum Window Replacement, Unit Price	<u>\$295.00</u>	<u>\$395.00</u>	<u>\$450.00</u>

SPECIAL CONDITIONS

6. DOOR SYSTEM TREATMENT

Paint removal to base wood friction/impact surfaces of the door and door frame, door jamb; remove / replace stop molding; remove loose and peeling paint from all deteriorated areas in door system; patch and prep surfaces for painting; remove all paint from original hardware; replace missing or defective hardware (i.e. hinges) with new and reinstall; reset door in friction-free manner; paint door system.

Door System Treatment, Unit Price \$225.00

7. CABINET SYSTEM TREATMENT

Paint removal to base wood all impact/friction surfaces of cabinet system; remove paint from all original hardware or replace with new as directed by the City; replace any missing or defective hardware (i.e. knobs, hinges, etc.); set cabinet doors in friction-free manner and cabinet door locks (mechanical or magnetic) to keep the cabinet door shut; prep, patch, and paint all interior and exterior cabinet surfaces, including back and undersides.

Cabinet Sizes

(Entire cabinet)	Small:	≤ 24" H x 36" W x 24" D
	Medium:	> 24" H x 36" W x 24" D ≤ 28" H x 48" W x 36" D
	Large:	> 28" H x 48" W x 36" D

	Small	Medium	Large
Cabinet System Treatment, Unit Price	<u>\$225.00</u>	<u>\$270.00</u>	<u>\$350.00</u>

8. STAIR TREAD AND RISER ENCLOSURE / STAIR SYSTEM TREATMENT

Remove loose paint; enclose treads and risers with secured rubber or vinyl and metal nose per the HUD Guidelines; wet scrape and paint all remaining stair system surfaces (e.g., handrails, balustrades, stringers, landings, support columns, etc.), including accessible undersides of system

Stair Tread And Riser Enclosure / Stair System Treatment: Price Per 12 Steps \$1,640.00

SPECIAL CONDITIONS

9. FLOOR CLEANING TO ELIMINATE IDENTIFIED LEAD HAZARDS (ASSUME FURNITURE MOVING)

a. Clean non-porous floor (vinyl, tile, sealed wood, etc.), Price Per Square Foot	\$1.95
b. Clean carpeted floor, Price Per Ten (10) Square Yards, Price Per Square Foot	\$2.400
c. Clean wood floor, seal with one (1) coat of polyurethane, Price Per Square Foot	\$3.10
d. Additional coat of polyurethane (to #c. above), Price Per Square Foot.....	\$1.00

10. EXTERIOR SURFACE (NON-FRICTION) PAINT STABILIZATION

Wet scrape exterior components using lead safe work practices; patch, prep surfaces, and paint.

	Price Per Square Foot
a) 1st Floor Flat Surfaces (including walls, doors, ceilings, fences, vents, porch beams, etc...)	\$2.25
b) 1st Floor Detailed Surfaces (including security bars, contoured gutters etc.)	\$2.49
c) 1st Floor Eaves, Soffits, Rafters, Fascias	\$2.90
d) 2nd Floor Flat Surfaces (including walls, ceilings, vents, etc...)	\$2.50
e) 2nd Floor Detailed Surfaces (including security bars, contoured gutters etc...)	\$3.10
f) 2nd Floor Eaves, Soffits, Rafters, Fascias	\$3.10
g) 3rd Floor Flat Surfaces (including walls, ceilings, vents, etc...)	\$3.20
h) 3rd Floor Detailed Components Surfaces (including security bars, contoured gutters etc...)	\$3.49
i) 3rd Floor Eaves, Soffits, Rafters, Fascias	\$3.70

11. FASCIA REPLACEMENT

Fascia Replacement Sizes:	Small:	Up to 1" x 4"
	Medium:	Up to 1 ¼" x 6"
	Large:	Up to 1 ½" x 8"

Remove the existing fascia in lead safe manner and replace with new painted fascia.

	Small	Medium	Large
Fascia Replacement, Price Per Linear Foot	\$8.00	\$10.00	\$12.00

SPECIAL CONDITIONS

12. REMOVE LEAD HAZARD SOIL AND REPLACE WITH CLEAN SOIL / PLANT SOD

Remove top 2 inches of soil and replace with clean topsoil for 200 square feet area (equals about 1¼ cubic yards); prepare ground and plant sod over same area

Total Price Per 200 Square Feet Soil Removal (1¼ Cubic Yards), Replacement, and Planting 200 Square Feet of Sod \$1,290.00

SPECIAL CONDITIONS

C. STATEMENT OF LICENSE AND CERTIFICATION

The undersigned hereby declares that he is a Contractor and has been in business for 12 years; has a valid State of California Class B General Contractor's License sufficient to qualify as a Contractor in this case, and will obtain a City of Long Beach Business License as well as all required permits upon notification of award.

California Contractor's License No.: 812067 Expires: 12/31/2006
Classifications: B, C-17, C-21 (ASB)

Long Beach Business License No.: _____
(Required only upon notification of award).

Asbestos Certification DOSH Registration number: 837

State of California Certification Lead-In-Construction Supervisor No.: S-10434

Business Name: Vizion's West, Inc.

Signature:  Date: August 3, 2006

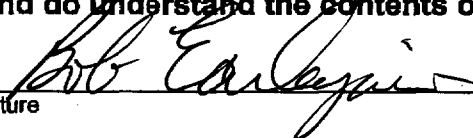
Print Name: Bob Earleywine

SPECIAL CONDITIONS

D. SECTION 3 ACKNOWLEDGMENT (SEE ATTACHED SECTION 3, PAGES 1 – 8)

- A. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The Contractor agrees to include this Section 3 clause in every subcontract in excess of \$100,000, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The Contractor shall certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

I, the undersigned, on behalf of Contractor, hereby certify that I have received, read and do understand the contents of this Section 3 Clause.



Signature

CEO/President
(Officer's Title, General Partner or Managing Member, If LLC)

August 3, 2006

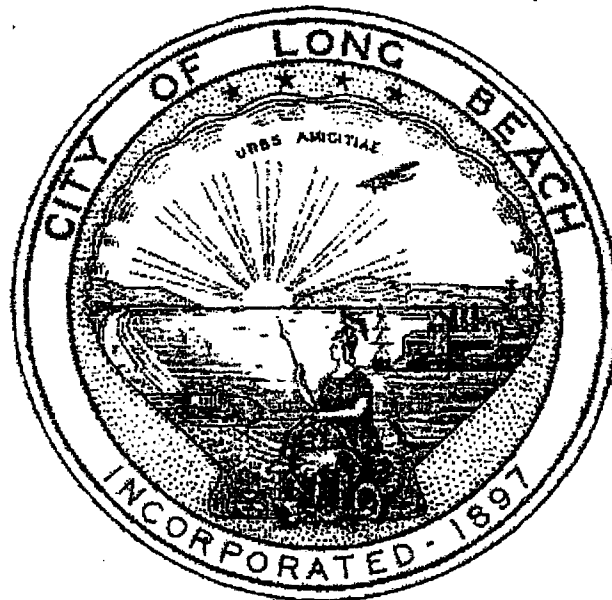
Date

Vizion's West, Inc.

Name of Contractor

**DEVELOPER/GENERAL CONTRACTOR SECTION 3
PROJECT COMPLIANCE CHECKLIST**

**BY
THE CITY OF LONG BEACH
DEPARTMENT OF COMMUNITY DEVELOPMENT**



**REVISED January 11, 2006
ADMINISTRATIVE AND FINANCIAL SERVICES BUREAU
DIVERSITY AND ECONOMIC OPPORTUNITY DIVISION**

Policy

Notwithstanding anything contained in federal law, the Contractor and its subcontractors shall comply with Section 3 hiring requirements (24 CFR Part 135) and shall:

1. Use best efforts (detailed in Section 3 Workforce Compliance Requirements) to hire Section 3 residents for a minimum of thirty percent (30%) of total hours, above the existing Core Workforce.
2. Use best efforts to Contract with Section 3 businesses for the construction of the project, for a minimum of ten percent (10%) of the total dollar amount of all building trades work at the subject project site.

Definitions

► **Existing Core Workforce:** The core workforce is composed of those employees whose names appeared on the Contractor's active payroll for fifty (50) of the one hundred (100) working days prior to award of the project to the Contractor; and who possess any license required by state or federal law for work; and who have the ability to safely perform the basic functions of the applicable trade.

► **Section 3 Business:** A business that is fifty-one percent (51%) or more owned by a Long Beach Section 3 resident; or whose permanent, full-time employees include a minimum of thirty percent (30%) current Section 3 residents or workers who were Section 3 residents within three years of the date of their first employment with the business.

► **Section 3 Resident:** A low-income individual whose household income does not exceed eighty percent (80%) of the median family income for the Los Angeles County-Long Beach area and who resides in the City of Long Beach or Signal Hill. (Attachment A provides income guidelines).

► **Section 3 Coordinator:** Representatives of the City available to assist contractor and subcontractor(s) meet the Section 3 goals described above.

Section 3 Workforce – Compliance Requirements

The Contractor shall utilize best efforts to hire Section 3 residents for a minimum of thirty percent (30%) of total hours, above the existing Core Workforce. The City of Long Beach is committed to working with the Contractor to successfully achieve Section 3 requirements. Accordingly, the City will assign a Section 3 Coordinator to be available to the Contractor for completing the requirements listed below. In this regard, the Contractor shall submit an executed Section 3 Compliance Certification (Attachment B) with his or her bid. Within 48 hours following bid opening, the following documentation shall be submitted by the Contractor to the City's Section 3 Coordinator at a date and time to be specified:

- A Compliance Certificate (Attachment C)
 - A list of its Existing Core Workforce for itself and all listed subcontractors (Attachment D)
 - For itself and each listed subcontractor, a Construction Jobs Survey Form (Attachment E) for each core workforce employee. The list shall include the employee's name, address, occupation, and date of hire. This form will be used to determine if the employee is or qualifies as a Section 3 resident, or in situations of subcontractors whether they qualify as Section 3 business.
 - An Employment Forecast Form (Attachment F) identifying the trades that will be used, numbers of workers needed, and forecasted hours for each trade.
1. During construction of the project, the Contractor shall provide all required information to the Section 3 Coordinator who will do the following:
 - a. Advertise all job openings beyond the core workforce;
 - b. If applicable, work with local unions to request hiring priority for journeymen and apprentices who are Long Beach and Signal Hill residents;
 - c. Notify the local Workforce Development Office, non-profits, and community-based organizations of available employment opportunities at the project site; and
 - d. Provide to the Contractor public notices in English, Spanish, and Khmer announcing Section 3 resident employment opportunities (Attachment H). The Contractor shall post these notices at the

jobsite. The Section 3 Coordinator will arrange for publication of these notices in local newspapers as detailed on page five.

- e. Provide to Contractor all documents and responses from Section 3 applicants for the purpose of having Contractor follow up and respond to such inquiries. Such follow-up must be documented with a telephone log similar to Attachment I or by providing a list of follow-ups contacts with a fax or mailing list. Fax or mailing lists should contain the applicant's name, address or fax number, and the date faxing or mailing occurred.
2. With each monthly application for payment, the Contractor shall provide to the Section 3 Coordinator, by the fifteenth (15th) calendar day of the following month, Contractor and subcontractor documentation to confirm compliance with Section 3 requirements. These documents include, but are not limited to:
- a. Certified Payrolls;
 - b. Monthly Section 3 Hiring Report (Attachment G) for the Contractor and each subcontractor showing employee name, employer, date hired, occupation, family size, yearly income, section 3 status, hours worked on project to date.
 - c. Construction Jobs Survey Form (Attachment E) for all new hires; and
 - d. Other such documentation that the City may require to demonstrate the Contractor's/subcontractor's compliance with Section 3 requirements such as follow up contact logs for Section 3 applicant inquiries.

Section 3 Business Enterprises - Compliance Requirements

The Contractor shall utilize best efforts to contract with Section 3 businesses for the construction of the project, for a minimum of ten percent (10%) of the total dollar amount of all building trades work at the property. The Section 3 Coordinator will be available to help contractor/subcontractors identify Section 3 business enterprises.

NOTE: Please note that an incentive equal to ten percent (10%) of each Section 3 subcontract will be paid to the Contractor following acceptance of the project by the City provided that there are no outstanding stop notices filed by that Section 3 subcontractor.

Prior to bid opening, the Section 3 Coordinator will do the following:

1. Advertise subcontracting opportunities in at least one (1) of the newspapers specified as General Press and at least two (2) of the Community Newspaper outlets. Documentation of these efforts could consist of tear sheet, proof of publication, or other verification that confirms the date the advertisement was placed.

The media sources below are available for the advertisement of subcontracting and employment opportunities. Other known sources shall also be used.

General Press

Long Beach Press Telegram
604 Pine Ave.
Long Beach, CA 90844
(562) 435-1161

Long Beach Business Journal
2599 E. 28th St., Suite 212
Signal Hill, CA 90755
(562) 988-1222

Downtown and Grunion Gazette
5225 E. 2nd St.
Long Beach, CA 90803
(562) 433-2000

Community Newspapers

Long Beach Times
121 Linden Ave.
Long Beach, CA 90802
(562) 436-8221

Nokor Thom Weekly News
2005 Palo Verde Ave., Suite 225
Long Beach, CA 90815
(562) 591-7885

KHMERMARKET.com
P.O. Box 473
Long Beach, CA 90801
(562) 212-1804

La Opinion
7005 Flower St., Suite 3100
Los Angeles, CA 90017
(562) 212-1804

Kaun Khmer News
2728 E. 10th St.
Long Beach, CA 90804
(562) 433-6300

Angkor Borei News
2034 E. Lincoln Ave., Suite 214
Anahelm CA, 92806

2. Provide written notice of such opportunities to all known Section 3 businesses. This notice shall be in sufficient time to allow the Section 3 businesses to respond to the bid invitation.
3. Work with outreach agencies that can assist in the recruiting of Section 3 businesses. Correspondence to outreach agencies will indicate specific contracting opportunities for Section 3 businesses. A list of outreach agencies is below.

City of Long Beach
Community Development Dept.
333 W. Ocean Blvd., 3rd FL
Long Beach, CA 90802
(562) 570-6462

Good Will Industries
800 W. Pacific Coast Highway
Long Beach, CA 90806
(310) 435-3411

Korean Chamber Foundation USA
871 E. Artesia Blvd.
Carson, CA 90746
(310) 768-8891

Long Beach Housing Authority
521 East 4th St.
Long Beach, California 90802
(562) 570-6985

Regional Hispanic Chamber of
Commerce
245 W. Broadway, Suite 100
Long Beach, CA 90831
(562) 597-7298

United Cambodian Community
2201 E. Anaheim St., Suite 200
Long Beach, CA 90804
(562) 433-2490

Long Beach Black Chamber of Commerce
212 Linden Ave.
Long Beach, CA 90802
(562) 432-8866

Workforce Development Bureau
3447 Atlantic Ave.
Long Beach California 90807
(562) 570-3700

4. Follow up on all non-responsive solicitations of Section 3 businesses. additional information about the contracting opportunity and maintain a telephone log (see Attachment I) to include the following information:
 - Company called
 - Telephone number
 - Contact person
 - Time
 - Date
 - Results of the conversation

Prior to bid opening, all contractors will do the following:

1. Obtain from the Section 3 Coordinator a list of known Section 3 and local business enterprises previously contacted by the Section 3 Coordinator and then actively contact those businesses to ascertain whether they are interested in participating on the project team. The Contractors are encouraged to contact any other business enterprises that may qualify as Section 3 business enterprises. All contact with these businesses must be documented by providing a telephone log (Attachment I) or a list of businesses contacted via fax or mail. If a telephone log is used it must include the information noted above. If other lists are provided, they should at a minimum include Company name, address, contact person (if available), and date mailed or faxed.
2. Document contact with the outreach agencies listed on page 6. All contact with these outreach agencies must be documented by providing a

telephone log similar to the one provided in Attachment I or a list of agencies contacted via fax or mail. If other lists are provided, they should at a minimum include Company name, address, contact person (if available), and date mailed or faxed.

3. The Contractor shall assist all potential subcontractors needing assistance in obtaining bonding, a line of credit, financing and/or insurance by referring them to the City's Diversity and Economic Opportunity Officer at (562) 570-6462.
4. The Contractor shall submit to the Section 3 Coordinator a Business Information Form (Attachment J) for each listed subcontractor. The Section 3 Coordinator will use this form to determine if the subcontractor qualifies as a Section 3 business enterprise.

Section 3 Workforce and Business Enterprises – Effects of Noncompliance

The City is committed to working with the Contractor to meet the hiring and contracting requirements. In this regard, the Contractor shall provide to the Section 3 Coordinator working space in the Contractor's construction trailer and shall include the Section 3 Coordinator in all meetings related to complying with the hiring and subcontracting goals. Failure to meet these goals or to assist in the documentation of the Contractor's best efforts to meet these goals, shall result in a penalty equal to ten percent (10%) of each subsequent progress payment application beyond any normal retention until the deficiency is corrected. Upon remediation of the deficiency, the penalty amount will be released to the Contractor. In the event that the Contractor fails to provide required documentation regarding both the 30% hiring and 10% subcontracting goals, the maximum penalty that may be assessed is 10% of each subsequent progress pay application.

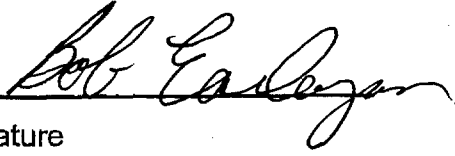
Note: In the event a subcontractor fails to furnish the required documentation to the Contractor, Contractor shall withhold a penalty equal to ten percent (10%) of each payment application from that subcontractor. Upon remediation of the deficiency, Contractor shall release the penalty amount to the subcontractor. The maximum penalty that may be assessed against a subcontractor is 10% of each subsequent pay application.

For additional outreach efforts,
please refer to the 'HUD Appendix to Part 135' (Attachment K).

I, the undersigned

Bob Earleywine

(Officer or authorized agent of
company—Print Name)


Signature

CEO/President

(Signature's Title)

agree to adhere to the City of Long Beach Housing and Urban Development (HUD)
Section 3 Policy and Checklist as stated herein.

BOND FOR FAITHFUL PERFORMANCE

SU 102 5465 B

KNOW ALL MEN BY THESE PRESENTS: That we, VIZION'S WEST INC

ARCH INSURANCE COMPANY, as PRINCIPAL, and
3100 Broadway- Kansas City, MO 64111, located at _____

_____ a corporation, incorporated under the laws of the State of Missouri
admitted as a surety in the State of California and authorized to transact business in the State of California, as SURETY, are
held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of _____
Fifty thousand & 00/100

DOLLARS (\$50,000.00) lawful money of the United States of America, for the payment of which
sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns,
jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference)
with said City of Long Beach for the lead abatement services and is
required by said City to give this bond in connection with the execution of said contract;

NOW, THEREFORE, if said Principal shall well and truly keep and faithfully perform all of the covenants, conditions,
agreements and obligations of said contract on said Principal's part to be kept, done and performed, at the times and in the
manner specified therein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect;

PROVIDED, that any modifications, alterations, or changes which may be made in said contract, or in the work to be done,
or in the services to be rendered, or in any materials or articles to be furnished pursuant to said contract, or the giving by
the City of any extension of time for the performance of said contract, or the giving of any other forbearance upon the part of
either the City or the Principal to the other, shall not in any way release the Principal or the Surety, or either of them, or
their respective heirs, administrators, executors, successors or assigns, from any liability arising hereunder, and notice to
the Surety of any such modifications, alterations, changes, extensions or forbearances is hereby waived. No premature payment
by said City to said Principal shall release or exonerate the Surety, unless the officer of said City ordering the payment shall
have actual notice at the time the order is made that such payment is in fact premature, and then only to the extent that such
payment shall result in actual loss to the Surety, but in no event in an amount more than the amount of such premature payment.

IN WITNESS WHEREOF, the above named Principal and Surety have executed, or caused to be executed, this instrument with all
of the formalities required by law on this 6th day of November, 2006.

VIZION'S WEST INC
CONTRACTOR/PRINCIPAL

By: [Signature]
Name: Bob Earleywine
Title: CEO/President

ARCH INSURANCE COMPANY
SURETY, admitted in California

By: [Signature]
Name: MARIA A GONZALEZ
Title: Attorney-in-fact
Telephone: (800) 346-1031

By: _____
Name: _____
Title: _____

Approved as to form this 14th day
of November, 2006.

ROBERT E. SHANNON, City Attorney

By: [Signature]
Reader Deputy

Approved as to sufficiency this 27th day
of November, 2006.

By: [Signature]
City Manager/Secretary

NOTE: 1. Execution of this bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and a Notary's
certificate of acknowledgment must be attached.
2. A corporation must execute the bond by 2 authorized officers and, if executed by a person not listed in Sec. 313,
Calif. Corp. Code, then a certified copy of a resolution of its Board of Directors authorizing execution
must be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Riverside } ss.

On November 7, 2006, before me, Teresa J. Zintzun, Notary Public
Date Name and Title of Officer (e.g., Jane Doe, Notary Public)
personally appeared Bob Earleywine
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

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

WITNESS my hand and official seal.

Place Notary Seal Above

Teresa J. Zintzun
Signature of Notary Public

OPTIONAL

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

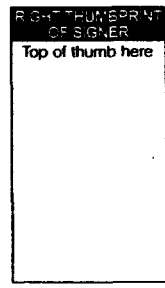
Description of Attached Document
Title or Type of Document: Bond for Faithful Performance.

Document Date: November 6, 2006 Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer
Signer's Name: Bob Earleywine
 Individual
 Corporate Officer — Title(s): CEO / President
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____

Signer Is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

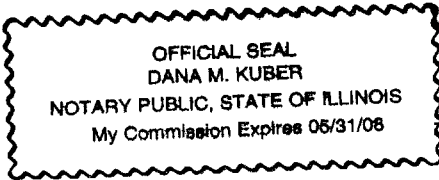
State of Illinois

County of Cook

On NOVEMBER 6, 2006 before me, Dana M. Kuber, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared MARIA A GONZALEZ
NAME(S) OF SIGNER(S)

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



WITNESS my hand and official seal.

Dana M. Kuber
SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER
- _____ TITLE(S)
- PARTNER(S) LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

_____ TITLE OR TYPE OF DOCUMENT

_____ NUMBER OF PAGES

_____ DATE OF DOCUMENT

_____ SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)
ARCH INSURANCE COMPANY
3 Parkway, Suite 1500, Philadelphia, PA 19102

POWER OF ATTORNEY

SU 102 5465 B

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint William A. Bailey, Maria A. Gonzalez, Anne M. Barber and Michael J. Friedrich of Bridgeview, IL (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 13th day of February, 2006

Arch Insurance Company

Attested and Certified



Martin J. Nilsen
Martin J. Nilsen, Secretary

Edward M. Titus
Edward M. Titus, Vice President

STATE OF NEW YORK SS

COUNTY OF NEW YORK SS

I Peter J. Calleo, a Notary Public, do hereby certify that Edward M. Titus and Martin J. Nilsen personally known to me to be the same persons whose names are respectively as Vice President and Secretary of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

PETER J. CALLEO, ESQ.
Notary Public, State of New York
No. 02CA6109336
Qualified in New York County
Commission Expires May 3, 2008

Peter J. Calleo
Peter J. Calleo, Notary Public
My commission expires 5-03-2008

CERTIFICATION

I, Martin J. Nilsen, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Edward M. Titus, who executed the Power of Attorney as Vice President, was on the date of execution of the attached Power of Attorney the duly elected Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 6th day of NOV, 2006, 20

Martin J. Nilsen
Martin J. Nilsen, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

**Arch Surety
3 Parkway, Suite 1500
Philadelphia, PA 19102**



CERTIFICATE
(if Corporation)

STATE OF)
California) SS:


COUNTY OF)
Riverside

I HEREBY CERTIFY that during a meeting of the Board of Directors of the
Vizion's West, Inc., a corporation existing under the
laws of the State of California, held on July 11th, 2006, the following
resolution was duly passed and adopted:

"RESOLVED, that Bob Earleywine, as CEO/President of
the Corporation, be and is hereby authorized to execute the Agreement for
Vizion's West between the City of Long Beach
and this corporation and that his execution thereof and with the Corporate Seal affixed,
shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of
the corporation this 11, day of July, 2006.


Secretary Bob Earleywine

(SEAL)

LABOR AND MATERIAL BOND

BID NO: _____
BOND NO: SU 102 5465 B

KNOW ALL MEN BY THESE PRESENTS: That we, VIZION'S WEST INC, as PRINCIPAL, and

ARCH INSURANCE COMPANY

located at _____, a corporation, incorporated under the laws of the State of Missouri, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of Fifty thousand & 00/100 DOLLARS (\$ 50,000.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (Incorporated herein by this reference) with said City of Long Beach for the lead abatement services and is required by law and by said City to give this bond in connection with the execution of said contract;

NOW, THEREFORE, if said Principal, as Contractor of said contract, or any subcontractor of said Principal, fails to pay for any materials, provisions, equipment, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Act, during the original term of said contract and any extensions thereof, and during the life of any guaranty required under the contract, or shall fail to pay for any materials, provisions, equipment, or other supplies, used in, upon, for or about the performance of the work to be done under any authorized modifications of said contract that may hereafter be made, or for any work or labor done of any kind, or for amounts due under the Unemployment Insurance Act, under said modification, said Surety will pay the same in an amount not exceeding the sum of money hereinabove specified and, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court; otherwise this obligation shall be void;

PROVIDED, that any modifications, alterations, or changes which may be made in said contract, or in any of the work or labor required to be done thereunder, or in any of the materials, provisions, equipment, or other supplies required to be furnished pursuant to said contract, or the giving by the City of any extension of time for the performance of said contract, or the giving of any other forbearance upon the part of either the City or the Principal to the other, shall not in any way release the Principal or the Surety, or either of them, or their respective heirs, administrators, executors, successors or assigns, from any liability arising hereunder, and notice to the Surety of any such modifications, alterations, changes, extensions or forbearances is hereby waived. No premature payment by said City to said Principal shall release or exonerate the Surety, unless the officer of the City ordering the payment shall have actual notice at the time the order is made that the payment is in fact premature, and then only to the extent that such payment shall result in actual loss to the Surety, but in no event in an amount more than the amount of such premature payment.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled by law to file claims so as to give a right of action to them or their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, the above named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this 6th day of November, 2006.

VIZION'S WEST INC
CONTRACTOR / PRINCIPAL

ARCH INSURANCE COMPANY
SURETY

By: [Signature]
Name: Bob Earleywine
Title: CEO/President

By: [Signature]
Name: MARIA A GONZALEZ
Title: Attorney-in-fact
Telephone: (800) 346-1031

Approved as to form this 14th day of November, 2006
ROBERT E. SHANNON, City Attorney
By: [Signature] Deputy

Approved as to sufficiency this 20 day of November, 2006
By: [Signature] City Manager / [Signature]

- NOTE: 1. Execution the bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and a Notary's certificate of acknowledgment must be attached.
2. A corporation must execute the bond by 2 authorized officers and, if executed by a person not listed in Sec. 313, Calif. Corp. Code, then a certified copy of a resolution of its Board of Directors authorizing execution must be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

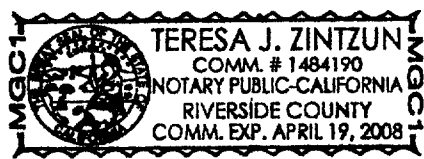
State of California }
County of Riverside } ss.

On November 7, 2006 before me, Teresa J. Zintzun, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Bob Earleywine
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

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



WITNESS my hand and official seal.

Teresa J. Zintzun
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document
Title or Type of Document: Labor and Material Bond

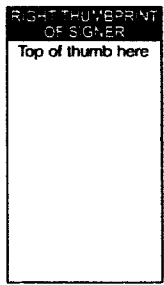
Document Date: November 6, 2006 Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer
Signer's Name: Bob Earleywine

- Individual
- Corporate Officer — Title(s): CEO/President
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



CERTIFICATE
(if Corporation)

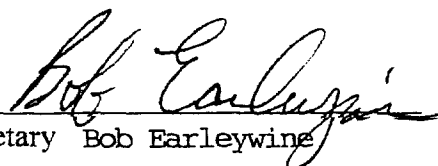
STATE OF)
California)
) SS:
COUNTY OF)
Riverside

I HEREBY CERTIFY that during a meeting of the Board of Directors of the
Vizion's West, Inc., a corporation existing under the
laws of the State of California, held on July 11th, 2006, the following
resolution was duly passed and adopted:

"RESOLVED, that Bob Earleywine, as CEO/President of
the Corporation, be and is hereby authorized to execute the Agreement for
Vizion's West between the City of Long Beach
and this corporation and that his execution thereof and with the Corporate Seal affixed,
shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of
the corporation this 11, day of July, 2006.


Secretary Bob Earleywine

(SEAL)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On August 3, 2006 Before me, Teresa J. Zintzun, Notary Public
DATE NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"

Personally appeared Bob Earleywine
NAME(S) OF SIGNER(S)

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



WITNESS my hand and official seal.

Teresa J. Zintzun
SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER
CEO/President
- PARTNER(S) LIMITED GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER:

DESCRIPTION OF ATTACHED DOCUMENT

City of Long Beach
Invitation to Bid Lead Abatement Service
TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

August 3, 2006
DATE OF DOCUMENT

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

SIGNER(S) OTHER THAN NAMED ABOVE