

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

230



**FROM:** Economic Development Agency

**SUBMITTAL DATE:**  
September 10, 2015

**SUBJECT:** Riverside County Fair & National Date Festival – Approval of Stage and Lighting Services Agreement for 1 Year with a 3 Year Option, District 4 [\$406,000], Riverside County Fair & National Date Festival Fair Funds 100%

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the attached agreement between the County of Riverside and LB Lights West, Inc. for stage and lighting services during the Riverside County Fair & National Date Festival in the amount not-to-exceed \$406,000 over a four-year period;
2. Authorize the Chairman of the Board of Supervisors to execute the attached agreement; and
3. Authorize the Assistant County Executive Officer/EDA, or designee, to administer the terms of the agreement, execute the three year extensions and make any "non-substantive" changes to the agreement that may arise.

**BACKGROUND:**

**Summary**

(Commences on Page 2)

Robert Field  
Assistant County Executive Officer/EDA

| FINANCIAL DATA  | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost: | POLICY/CONSENT<br>(per Exec. Office)  |
|-----------------|----------------------|-------------------|-------------|---------------|---|
| COST            | \$ 94,000            | \$ 104,000        | \$ 406,000  | \$ 0          | Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/> |
| NET COUNTY COST | \$ 0                 | \$ 0              | \$ 0        | \$ 0          |   |

**SOURCE OF FUNDS:** Riverside County Fair & National Date Festival Fair Funds 100%

Budget Adjustment: No  
For Fiscal Year: 2015/16-2018/19

**C.E.O. RECOMMENDATION:**

APPROVE

BY:   
Rohini Dasika

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Benoit, seconded by Supervisor Tavaglione and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley  
Nays: None  
Absent: None  
Date: September 22, 2015  
xc: EDA

Kecia Harper-Ihem  
Clerk of the Board

By:   
Deputy

Prev. Agn. Ref.: 3.6 of 12/20/11 | District: 4 | Agenda Number:

**3-11**

FORM APPROVED COUNTY COUNSEL  
DATE 9/27/15  
BY: GREGORY P. PRIAMOS

FISCAL PROCEDURES APPROVED  
PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
BY: Susana Garcia-Bocafiegra  
9/10/15  
Departmental Concurrence

- A-30
- 4/5 Vote
- Positions Added
- Change Order

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

Economic Development Agency

**FORM 11: Riverside County Fair & National Date Festival – Approval of Stage and Lighting Services Agreement for 1 Year with a 3 Year Option, District 4 [\$406,000], Riverside County Fair & National Date Festival Fair Funds 100%**

**DATE: September 10, 2015**

**PAGE: 2 of 2**

**BACKGROUND:**

**Summary**

The Riverside County Fair & National Date Festival issued a competitive Request for Qualifications (RFQ) on June 4, 2015. The RFQ was designed to provide the Fair with the opportunity to select a company with the highest quality services at the most competitive price. The RFQ solicited proposals for a one year contract for FY 2015/16, with the option to extend the contract for three, one-year periods for fiscal years 2016/17, 2017/18, and 2018/19.

Two responses were submitted and received by the deadline. The Economic Development Agency reviewed the responses and LB Lights West, Inc. was deemed the most qualified respondent. LB Lights West, Inc. has successfully provided stage and lighting systems services at the Riverside County Fair & National Date Festival for the past four years.

The Agreement has been reviewed and approved as to form by County Counsel.

**Impact on Citizens and Businesses**

The Riverside County Fair & National Date Festival draws approximately 300,000 people during the 10 days of operation, which is a benefit to the local economy, residents and businesses.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

This contract is within the established FY 2015/16 Fair budget. The attached agreement between the County of Riverside and LB Lights West, Inc. was prepared for an amount not-to-exceed \$406,000 over a four year period with the following payment schedule:

| <b>Stage and Lighting Budget by Fiscal Year</b> |                     |                     |                     |              |
|---|---------------------|---------------------|---------------------|--------------|
| <b>FY 2015/2016</b>                             | <b>FY 2016/2017</b> | <b>FY 2017/2018</b> | <b>FY 2018/2019</b> | <b>Total</b> |
| \$94,000  | \$104,000           | \$104,000           | \$104,000           | \$406,000    |

**Contract History and Price Reasonableness**

LB Lights West, Inc. was awarded the contract for the 2012 Riverside County Fair & National Date Festival with the option to extend the contract through FY 2011/12-2014/15. The following budget was established: FY 2011/12- \$94,000; FY 2012/13- \$94,000; FY 2013/14- \$94,000; and FY 2014/15- \$94,000.

**Attachments:**

- Agreements - 3 original copies
- 3-Exhibit A (Proposals)

RIVERSIDE COUNTY FAIR AND NATIONAL DATE FESTIVAL  
SERVICES AGREEMENT

This Agreement is made and entered into the 22<sup>nd</sup> day of SEP, 2015 by and between the County of Riverside ("COUNTY") and L.B. Light West, Inc. ("CONTRACTOR"). The parties agree as follows: Contractor agrees to provide Stage and Lighting Services at the 2016 Riverside County Fair & National Date Festival as specified in proposal, with an option to extend the contract for three (3) one year extensions for year(s) 2017, 2018 and 2019.

1. Documents Made Part of This Agreement: This Agreement is comprised of the following documents: This Agreement and Exhibit A- Proposal.

2. Services To Be Provided: A. CONTRACTOR shall provide all services and fulfill all other requirements as specified in this Agreement. CONTRACTOR has the expertise, special skills, knowledge and experience to fully perform these services and requirements in a professional manner.

B. The time for provision of services by CONTRACTOR shall be; February 12 through February 21, 2016, with the option to extend the contract for three (3) one year extensions for year (s) 2017, 2018 and 2019. CONTRACTOR shall immediately commence performance of services upon notification from COUNTY, and shall perform such services throughout the term of this Agreement in a diligent, timely and prompt manner.

C. Provision of additional services beyond those stated in this Agreement shall require a written amendment to this Agreement signed by authorized representatives of both parties.

3. Compensation: COUNTY shall pay CONTRACTOR for all services performed in accordance with the payment terms. Unless otherwise stated in this agreement, CONTRACTOR shall be responsible for all costs and expenses associated with performance or compliance with the terms of this Agreement. **A total consideration of ninety four thousand dollars (\$94,000.00) payable on Sunday, February 21, 2016 by County Warrant.**

**2017- One hundred and four thousand dollars (\$104,000.00) payable on Sunday, February 26, 2017 by County Warrant.**

**2018- One hundred and four thousand dollars (\$104,000.00) payable on Sunday, February 25, 2018 by County Warrant.**

**2019- One hundred and four thousand dollars (\$104,000.00) payable on Sunday, February 24, 2019 by County Warrant.**

**County and/ or Contractor has the right to terminate subsequent year(s) contract (s) with a ninety (90) day notice.**

4. County Representative: The following COUNTY representative shall be the contact for CONTRACTOR with regard to the services to be provided pursuant to this Agreement:

Name: **Veronica Casper**

Title: **Fair Manager**

5. Compliance with Laws; Licensing: CONTRACTOR shall comply with all applicable laws, rules and regulations related to performance of this Agreement, including but not limited to all applicable fair employment, civil rights, access, health and safety laws, rules and regulations. CONTRACTOR represents and warrants that it has all licenses, permits and qualifications as are legally or professionally required to perform the services stated in this Agreement. CONTRACTOR shall comply with all applicable COUNTY policies, procedures, rules and regulations.

6. Termination: A. This Agreement may be terminated by COUNTY for any reason (with or without cause) upon giving **30** days written notice to CONTRACTOR.

B. COUNTY may terminate this Agreement immediately when any of the following occurs: (1) COUNTY determines that CONTRACTOR's activities are resulting in or may result in discredit to COUNTY; (2) CONTRACTOR has acted dishonestly; (3) CONTRACTOR is unwilling or unable for any reason to properly perform; or (4) CONTRACTOR has breached a material provision of this Agreement.

C. After receipt of a notice of termination from COUNTY, CONTRACTOR shall:

(1) stop all work under this Agreement on the date specified in the notice of termination; (2) deliver to COUNTY any equipment, materials, data, reports or other work which, if the Agreement had been continued, would have been required

SEP 22 2015 3-11

# **EXHIBIT A**

**L.B. Lights West, Inc. Proposal for the  
Riverside County Fair & National Date Festival  
Stage and Lighting System Equipment and Services**



L.B. Lights West . 2488 Maggio Circle . Lodi, CA 95240 . PH- (209) 333.0996 . FAX- (209) 333.2312

L.B. Lights West, Inc.  
Proposal for the Riverside County Fair  
& National Date Festival  
Stage and Lighting System Equipment and Services  
July 8, 2015


RFQ  
Technical Proposal

Submission of this proposal signifies that all terms, conditions, requirements, performance measures and instructions concerning the award of the Stage and Lighting Systems Services RFQ to which this proposal responds, have been read and understood. Further, in signing this letter, as the authorized representative of the submitting firm, it is expressly agreed by the proposer that failure to have provided accurate and truthful information in this proposal or any deviation from any requirement or performance measure stated in the RFQ shall constitute grounds for rejection of this proposal. And further, proposer agrees that if the submitted proposal is not in the format of the RFQ, proposer's proposal will be deemed non-responsive.

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L.B. Lights West Inc.

  
Leo P. Burke III

  
7/8/2015



2488 Maggio Circle Lodi, CA 95240 ph: (209) 333.0996 fax: (209) 333.2312

**RFQ**  
**Stage and Lighting Systems Services**  
**Riverside County Fair & National Date Festival**

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RFQ - Stage and Lighting Systems Services

**Company History and Personnel  
Personnel and Bidders Qualification/Philosophy**

**Special features:** With a population of over 2 million residents, Riverside County is an area full of numerous different types of people and the Riverside County Fair & National Date Festival has consistently managed to have something to attract each of them. Entertainment, food, games and interactive displays are viewed each year by the thousands in attendance, and as society's tastes and preferences change, the Riverside County Fair evolves with them with one thing remaining constant – the ability to provide excellent entertainment and a quality good time for the area's residents. L.B. Lights West, Inc's main objective of this event is to assist the Riverside County Fair in this goal and ensure that all in attendance have an optimal visual experience. With over 30 years of experience and hundreds of satisfied clients, we are considered experts in the field of fair entertainment and can assure you that your event is safe in our capable hands.

Below are a few things that separate L.B. Lights West, Inc. from the rest:

1. Standard value-added services provided by L.B. Lights West, Inc. include any and all consultation requests, any site checks or meetings required, as well as any small line item equipment i.e., if you order a stage we charge you a clear base price and do not nitpick the costs of any handrail, bolts, wrenches, or adjustments that may be required. L.B. Lights West, Inc. also accepts personal responsibility for all equipment and services – if you are not satisfied with the quality provided, we will come out and fix the situation at no additional cost. Accessibility is also a feature we pride ourselves on – with cell phone numbers for all production managers assigned to your event we are never more than a phone call away.



RFQ - Stage and Lighting Systems Services

**Company History and Personnel**

**Personnel and Bidders Qualification/Philosophy**

2. Production is a creative field and we understand the need to make adjustments as you go along, as well as at the last minute. We do our best to accommodate all changes well into load in and show days as best as equipment availability and time restrictions allow. Any charges associated with these changes are limited to additional equipment rental costs, onsite technical labor, and any additional trucking required. If at any time there proves to be a mistake or error made at the fault of L.B. Lights West, Inc. we will promptly do our best to rectify the situation at hand.

3. Our company, located in Lodi, CA, is a one of a kind small business one-stop-shop. With the vast array of products and services that we carry, you get both unlimited resources as well as individual attention that can only be provided from a small business. We are 100% family run with over half of our employees being related to one another. This ensures that each team member assigned to your event is well versed in your needs and requirements as well as all internal aspects of your show.

4. Our company prides itself on providing the same high quality goods and services that you would find at any large scale national Production Company at a lower cost, more value added option; because we own all of our equipment, the cost savings to you will be significant. With our personal services and accessibility, we ensure that your vision will become a reality.





RFQ - Stage and Lighting Systems Services

**Company History and Personnel  
Personnel and Bidders Qualification/Philosophy**

If failure is not an option then the integrated Staging and Lighting System solution provided by L.B. Lights West is the resounding choice to make your event sparkle and shine. L.B. Lights West, Inc. has been in business for over 30 years and has since that time, helped to produce thousands of successful events. State and county fairs, high-end corporate events, national concert tours, movies and television performances, weddings, and music festivals – there is no type of event that L.B. Lights West, Inc. has not excelled at and perfected. This is all because our employees are as high quality as our equipment.

**Lights West has over 30 year round** and seasonal employees. The crew that will be assembled to staff this event are seasoned professionals who work in the lighting and event business on a daily basis. Matt Kern, as the Coordinating Producer for this event, each year will assemble a team of seasoned professionals to address the individual needs of the Riverside County Fair. Matt, has extensive experience in producing national level events, guiding crews through set-up, operation and removal of complicated and extensive lighting and audio visual sets. From the set-up crew to the operations staff, familiarity is key to operation of a smooth running event. All L.B. Lights West, Inc. 30+ employees are trained up through the company starting with basic knowledge of equipment and assembly training. Newer technicians are sent to jobsites with experienced “training technicians” until they are ready to go out on their own and have acquired the skills necessary to diagnose and repair any malfunction.

Our technicians that are assigned to the position of Lead Technician for a Fair, all have many hours of experience from previous Fairs and have proven their capability to handle the many demands made upon both the staff and the equipment.



RFQ - Stage and Lighting Systems Services

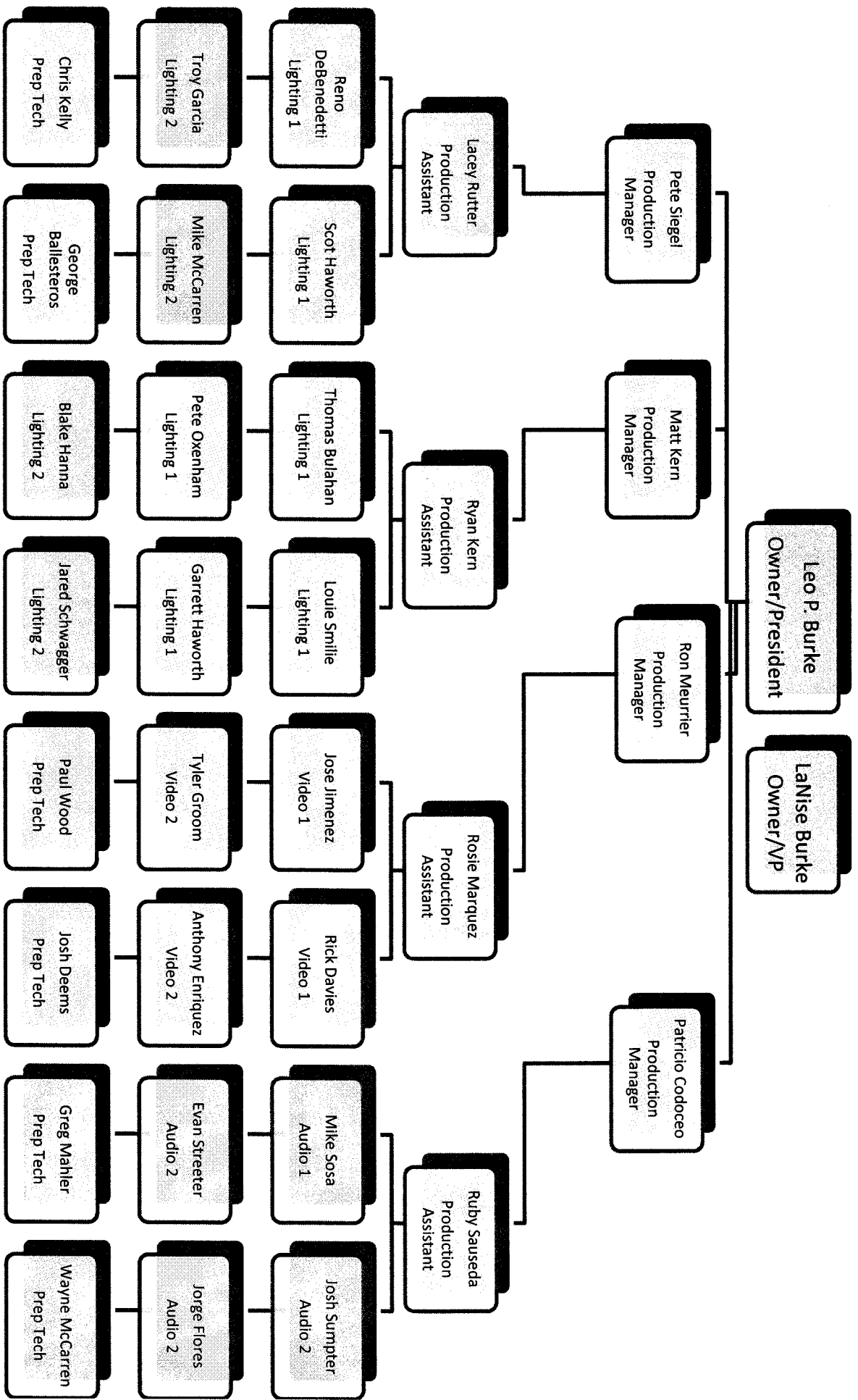
**Company History and Personnel  
Personnel and Bidders Qualification/Philosophy**

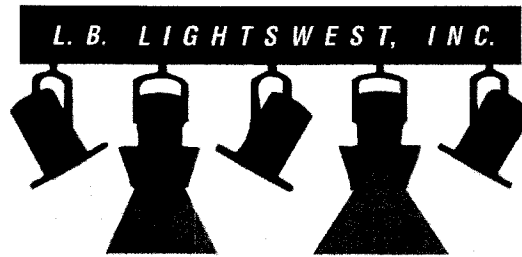
**L.B. Lights West, Inc.'s** goal is to meet every challenge and complete every project in a professional manner. Our integrity and reputation are our most valuable assets. We take pride in the performance of our employees. All employees are expected to dress and behave in a professional manner at all times and be respectful of a client's staff, band crews, and performers. Our employees know that long after the equipment is loaded out L.B. Lights West, Inc. will be remembered for the manner in which they present themselves and for their contributions to the success of the Fair. Providing top quality equipment is not enough; L.B. Lights West, Inc. expects top quality service from its staff as well.

Our Technicians receive training classes focusing on safety issues pertinent to our industry, in addition to general work safety topics. All of our drivers and technicians are also enrolled in a Random Drug Screening Pool as a part of the DOT program required for B Class and above truck drivers.

**We** employ people who like what they do, and it shows in their self presentation, attitudes, and communication. The Riverside County Fair is a great event – one that we have been a part of for many years and hope to be for many years to come. We enjoy working in the entertainment field and enjoy working with fair-time management as well as on site grounds staff and we will do our absolute best to ensure that you enjoy working with us too.

# L.B. Lights West Company Organizational Chart





RFQ - Stage and Lighting Systems Services

**Company History and Personnel Continued:**

**Background and Professional experience of Executive Management Team:**

All levels of management at L.B. Lights West are involved in each and every show that we do. For the Riverside County Fair, direct decisions will be made by the shows production manager Matt Kern. All decisions will be relayed to owners Leo and LaNise Burke.

Matt Kern, Production Manager for the Riverside County Fair has 10 years experience at LB Lights West. A graduate of University of the Pacific with a BA in communications, he first came on board at LB in 2005. His quick learning and personable attitude, allowed Matt to move in to management in 2010 after 5 years of hands on fair lighting and corporate lighting technician services. Matt has the field knowledge and a quality management style that makes him the perfect fit for head of our lighting department. Matt will draw all light plots and manage the team assembled for the fair. Matt has served as the head lighting technician at the Riverside County Fair for many years. His inside knowledge of the details and quirks of the main stage and pageant stage is invaluable.

Ryan Kern, is a production assistant with a degree from University of the Pacific in Business Marketing. Her extensive equipment knowledge and top notch organization will ensure all paperwork and communication happen in a timely and effective manner.

All of our Lighting 1 technicians have a minimum of 3 years lead technician experience. Brought up through the ranks by Matt, these technicians know how to produce consistently technically flawless events. On hand experience ensures timely and effective trouble shooting and a constant drilling of our company philosophies make each of them a pleasure to work with. Our techs know that their job isn't to simply make the lights work, it is to work for you. A good attitude, professional appearance and the willingness to go above and beyond is a requirement of our employees and on that we all take very seriously.



RFQ - Stage and Lighting Systems Services

**Company History and Personnel Continued:**

**Personnel Policies:**

Here at L.B. Lights West, we have a stringent safety program. All Employees are certified in back, ladder, lift, OSHA, and electrical distribution safety policy and procedures. On each show site there is a minimum of 1 technician that is CPR/ First Aid certified.

All equipment is frequently tested for safety and cleaned. We check for cracks, loose cables, and any hazardous flaws in equipment. Only equipment deemed to be in good working order leaves our facility. Other products are tagged and sent to our repair show until they pass approval to re-enter the inventory.

Our employees are technically trained on all equipment that they will be operating. Employees frequently travel to training seminars, or we have manufacturers visit us in house to teach in-depth details about our equipment. We also have those in-house that have been trained to train and have the experience necessary to hold in-house classes and after hours "learning dinners" in which employees push our lights and consoles to their limits so that they can learn how to trouble shoot common AND uncommon malfunctions.

In our 30+ year history Lights West Has Never been sued, fired, or accused of having, or providing, an unsafe working environment here at our offices or on any show sight.

Please see the following for our Employee Safety Policies and Procedures and our Employee Handbook.

THE PRODUCTION CENTER

L.B. LIGHTSWEST, INC.

J.M. VIDEO PRODUCTIONS, INC.

R & R SOUND, INC.

ROLLING STAGES, INC.

PERSONNEL MANUAL

## **SECTION 100-EMPLOYMENT POLICY**

### **100.1 EQUAL EMPLOYMENT OPPORTUNITIES STATEMENT**

The Employer is an equal employment opportunity employer. It is the Employer's policy to recruit, employ, promote, transfer, establish compensation levels, select for training, cause to be separated from employment and purchase outside goods and services, without unlawfully discriminating on the basis of race, color, national origin, gender, age, physical or mental disability, veteran status or any other basis prohibited by law.

### **100.2 DISABILITY ACCOMMODATION**

When necessary, the employer shall attempt to make reasonable accommodation for disabled employees.

### **100.3 AT-WILL EMPLOYMENT**

Employees are free to terminate employment with the Employer at any time, with or without notice, and with or without cause, and the Employer has the right to terminate employment at any time with or without notice, and with or without cause. This is called *at-will* employment. No person has the authority to alter this status except by a written contract.

### **101 EMPLOYMENT OF RELATIVES**

In the interest of maintaining professionalism and integrity of staff relationships, the Employer desires to avoid any situations in which an actual or potential conflict of interest may exist or appear to exist. Employees' relatives will not be eligible for employment where one family member supervises the other, excluding management. Relatives include an employee's parent, child, spouse, brother, sister, aunt, uncle, cousin, nephew, niece, in-laws, grandparents, grandsons, granddaughters and step relationships.

### **102 ELIGIBILITY FOR EMPLOYMENT**

In compliance with federal immigration laws, the Employer only hires workers who are and continue to be eligible to work in the United States. All employees hired after November 6, 1986 are required, as a condition of employment, to document their eligibility by completion of U.S. Department of Justice Immigration & Naturalization Services I-9 Form.

Qualified employees shall be eligible for benefits from the first day of employment as defined under section 502; however, they are not eligible to take accrued vacation/personal time during the initial 90 days of employment. An employee who successfully completes the initial 90 days of employment will be notified that he/she has become a regular full-time or regular part-time or minimum part-time employee.

30 calendar days after being hired the employee is to receive a verbal job review and after 60 calendar days he/she is to receive a written job review.

During this initial period and during the entire term of the employment relationship, employment is *at-will*.

#### **104 ANNIVERSARY DATE**

An employee's anniversary date shall be the date of hire and all benefits will be calculated from that date. The anniversary date for a person who is initially hired for a temporary assignment will be the date the employee is placed on regular status.

#### **105 EMPLOYMENT STATUS**

##### **105.1 Full-Time, Regular:**

- a. Successfully completed initial period
- b. Works full-time schedule as defined by the site
- c. Entitled to benefits

##### **105.2 Minimum Part-Time, Regular:**

- a. Successfully completed initial period
- b. Less than 25 hours per week
- c. Not eligible for benefits



**105.3 Temporary:**

- a. Hired for a limited time
- b. On temporary basis either full or part time
- c. Not eligible for benefits

**105.4 Students:**

No one under 12 years of age will be employed, with the exception of Management's children. Under State Law minors aged 12-17 must have a "permit to Employ and Work" issued by the State Department of Education on file with the employer during the term of employment. Students should obtain the application from their school principal/counselor. Generally, any student who is hired is subject to the same terms and conditions as adults who work the same hours (e.g., Income Tax, FICA Disability, Unemployment, Workers' Compensation.) California law permit employers to pay learners who are under the age of 18 (who have not graduated from high school or received a GED) 85% of minimum wage. Federal law limits the period that a minor may be paid at this sub-minimum rate to 90 calendar days.

**106 CONTRACTS**

Any employee contracts must be in writing and signed by employee and Management

**107 EMPLOYEE STATUS**

**107.1 Exempt Employees:**

Under both State and Federal Law, executive, administrative and professional employees, are exempt from the requirement to pay overtime. These employees are called exempt employees, and include, but are not limited to, those whose positions regularly require the performance of duties related to management or those whose positions require advanced specialized training or whose work must be original and creative in character depending on the invention, imagination and talent of the employee.

**107.2 Non-Exempt Employees:**

All employees who are not exempt employees (See Section 107.1) are non-exempt employees. Non-exempt employees are required to receive overtime compensation for all hours worked in excess of 8 hours in a single workday, or 40 hours in a single workweek.

A personnel file is to be maintained for each employee and should be kept in a locked cabinet. The file may be examined by the employee at a mutually convenient time for the employee and employer. In addition, employees have the right to request copies of their employment related documents. Personnel records will be kept current and nothing will be incorporated into the employee's file of which the employee has no prior knowledge.

No information other than name, employment dates and position title will be released without written consent of the employee. Exceptions are limited to written requests for information from Social Security Administration, agents who administer Unemployment Compensation and the District Attorney's Office and legal subpoenas, which may be answered without the written permission of the employee.

Employees are responsible for informing the employer of any changes in name, address, telephone number or marital status. Such reporting should be immediate.

### 109 POLICY ON REFERENCES

Requests for information about employees will be handled with discretion.

If factual information must be released in order to secure a loan or proceed with a business transaction, the employee must first sign a written authorization.

## SECTION 200 - OFFICE PROCEDURES

### 201 WORK HOURS

The supervisor will inform each employee of his/her work schedule. The employee's standard work week begins at 12:01 a.m. each Monday and ends at 12:00 midnight the following Sunday. The standard work day begins at 12:01 a.m. each day and ends at midnight on that day.

Exempt employees will not always have a specific time schedule to follow. Knowing the responsibilities of the position for which they were hired, they will set a time schedule best suited for getting the job done, always, however, keeping their supervisors informed as to the schedule and adjusting that schedule if the supervisor so indicates.

Normally the lunch break will be at least one-half hour, however the lunch break may be one hour for work periods in excess of five-hours. Employees with work shifts of six (6) hours or less may voluntarily elect to forego the meal period.

In addition to unpaid lunch break, paid 15 minutes rest periods are to be provided as follows:

| Hours Worked | Rest Periods |
|--------------|--------------|
| 0 - 3.5      | 0            |
| 3.5 - 6.0    | 1            |
| 6.0 - 10.0   | 2            |

## SECTION 300 - EMPLOYMENT STANDARDS

### 301 STANDARD OF CONDUCT

Employees represent LB LIGHTSWEST, INC. to the client as well as the general public. All employees are to conduct themselves in a manner which reflects the standards of LB LIGHTSWEST, INC.

### 302 PUBLIC STATEMENTS

Employees should realize the danger of confusing personal viewpoints with an official position of the Employer. Therefore, any employee who speaks on community or political matters must take care of making it very clear that they are speaking as an individual.

### 303 APPEARANCE

Employees are asked to remember that they come into contact with many faces of the general public. Thus, it is expected that employees will conduct themselves properly, be neat in appearance and dress in an appropriate manner. If an employee's attire should be placed in question, the employee's supervisor shall be responsible for determining whether it is appropriate for the workplace.

### 304 CONFIDENTIALITY

Breach of confidentiality is a serious matter. Much of the information received and disseminated from the Employer is private in nature. In order to maintain professional confidentiality, persons working for the Employer must refrain from discussing employment related matters (including individuals, incidents and situations) which is personal or private in nature unless the discussion pertains to and is necessary for the conduct of one's assigned work.

Personnel and payroll information is especially sensitive. Payroll checks must be placed and distributed in sealed envelopes. All payroll and personnel files and reports should be kept in locked cabinets.

Absences of three or more days in one calendar month or repeated absences of less than three days a month may be considered excessive; the reason for such absence must be submitted in writing to the supervisor. Depending on the circumstances, this may be grounds for disciplinary action up to and including termination. Supervisors may request a medical report when a long absence or frequent short absences due to illness interfere with an employee's ability to perform the duties of the job (See Section 503.3).

### **306            PERSONAL ADVANTAGE/CONFLICT OF INTEREST**

Employees and independent contractors engaged by the Employer must take great care not to use his or her positions with the Employer for financial gain, personal advantage, or in any manner which would create, or appear to create, a conflict of interest. Employment carries with it a responsibility to be constantly aware of the importance of ethical conduct. Employees must refrain from taking part in, or exerting influence on, any transaction in which their own interest may conflict with the best interest of the employer. Violation of this policy will subject the employee to discipline, up to and including termination.

### **307            SAFETY AND HEALTH**

The safety and health of all employees are of vital concern to the Employer. Employees are not required to work at jobs known to be unsafe, unhealthy, or possibly hazardous. Accordingly, employees who suspect, know of or become aware of any unsafe or hazardous equipment, conditions, or acts are required to notify their supervisor promptly so that steps can be taken to correct the situation. An employee who reports unsafe or hazardous equipment, conditions or acts will not be retaliated against or suffer other recrimination. Any accident resulting in an injury, no matter how minor the injury may seem, must be reported immediately to the supervisor who will arrange for the employee to be seen by a physician if necessary. The Employer expects all employees to share the responsibility for safety and health and to comply with all safety rules and regulations.

### **308            SMOKING**

Employees are not permitted to smoke tobacco products in an enclosed space at the place of employment, or on any client's job site.

### **309            HARASSMENT POLICY**

The Employer maintains a strict policy prohibiting harassment on the basis of race, color, sex, gender, national origin, disability, age or any other basis prohibited by law. Unlawful harassment includes, but is not limited to:

- a. Verbal contact such as epithets, derogatory comments, slurs or unwanted sexual advances, invitations or comments.
- b. Visual contact such as derogatory posters, photography, cartoons, drawings or gestures.
- c. Physical contact including interfering with work directed at an employee such as assault, unwanted touching, or blocking normal movement.
- d. Threats or demands to submit to sexual requests in order to maintain employment or employment benefits, or to avoid some other loss, and offers of job benefits in return for sexual favors.

An employee may have a claim of harassment even if he or she has not lost a job or some economic benefit. The law prohibits any form of harassment that impairs an employee's working ability or emotional well-being at work. Employees who think they are being unlawfully harassed on the job because of any of the prohibited basis should use the procedure outlined in this policy to file a complaint or have a complain investigated.

Employees have the right of redress from unlawful harassment. In order to secure this right, the employee should contact their supervisor or as soon as possible after any incident. The complaint should include the details of the incident or incidents, the names of the individuals involved and the names of any witnesses. Supervisors will immediately refer all harassment complaints to the Management. The Employer will immediately undertake an effective, thorough and objective investigation of the harassment allegations. The investigation will be completed and a determination regarding the alleged harassment will be made and communicated to the employee as soon as possible.

The Employer encourages all employees to report any incidents of harassment forbidden by the policy immediately so the complaints can be quickly and fairly resolved. If the Employer determines that unlawful harassment has occurred, it will take effective remedial action commensurate with the severity of the offense. Appropriate action will also be taken to deter any future harassment. Whatever action is taken will be made known to the employee and the Employer will take appropriate action to remedy any loss to the employee resulting from harassment. The Employer will not retaliate against any employee for filing a complaint and will not knowingly permit retaliation by supervisors or co-workers.

## SECTION 400 - COMPENSATION

### 401 OVERTIME FOR NON-EXEMPT EMPLOYEES

Non-exempt employees are sometimes required to work more than their normally scheduled hours.

Only those employees who are classified as non-exempt from the overtime provisions of the State and Federal wage and hour laws are entitled to overtime pay. If there is a question as to the classification of an employee as either exempt or non-exempt from overtime, the employee or supervisor should contact Management for clarification.

A non-exempt employee may not waive the right to overtime compensation, except as provided by law. Generally, time worked up to 8 hours per workday will be paid at straight time. Anything over 8 hours per workday or 40 hours per workweek will be paid at no less than time and a half.

Under the federal Faith Labor Standards Act (FLSA) private employers are not permitted to offer compensatory time off to non-exempt employees in lieu of paying overtime.

### 402 EXEMPT EMPLOYEE COMPENSATORY TIME OFF

Exempt employees are paid a fixed salary. Because they are exempt, such employees are not entitled to additional compensation for extra hours of work or time off in lieu of additional compensation. It is understood that the nature of exempt positions sometimes calls for more than the standard number of hours per week. If a considerable amount of additional hours are worked, compensating time off (comp time) may be arranged with the supervisor. Following are some general guidelines for exempt employee comp time:

- a. Comp time does not apply to coming in early or working late which is considered part of an exempt employees normal duties. It is not intended to foster n hour for an hour mentality. Generally, it applies to nights and non-scheduled work days.
- b. Convention days are considered normal work days. Travel to and from a convention is not considered for compensating time off.
- c. Comp time should be taken as soon as convenient, normally within 1 month.
- d. All com time earned must be taken before the last day of employment. No compensation will be paid for comp time not used prior to termination of employment.
- e. Each supervisor and employee should develop an appropriate log or calendar that will document agreed upon comp time.

Pay days are scheduled according to local addendum. Employees will be paid for the days up to and including pay day. Hourly employees are paid to the date that the time card goes into payroll. When pay day falls on a Saturday, Sunday or other day that the site is closed, pay day is on the prior work day. If an employee is absent on pay day, the pay check is held for the employee or mailed if requested by the employee in writing. It is the employee's responsibility to keep a current address and phone number on file with the employer.

#### **404 DEDUCTIONS FROM GROSS PAY**

Certain statutory and voluntary deductions are made from employee's pay check each period and are itemized on the pay check stub.

##### **404.1 STANDARD DEDUCTIONS**

The statutory deductions include:

- a. Federal Income Tax
- b. Social Security
- c. Medicare
- d. State Income Tax
- e. State Disability Insurance

##### **404.2 VOLUNTARY DEDUCTIONS**

Voluntary deductions may include:

- a. Health Insurance premiums for dependent coverage

Voluntary deductions are made from the employee's pay check with the employee's written permission.

##### **404.3 WAGE GARNISHMENTS**

By law the Employer must withhold funds from an employee's pay check according to an established formula when garnishment are submitted. This information will be treated in a confidential manner. Withholdings will cease upon notification from the submitting organization.

Employees who use their own vehicles for LB LIGHTSWEST, INC. business will be reimbursed at a predetermined rate. Claims for reimbursement should be submitted within 30 days, on an appropriate form signed by the employee, approved by the supervisor and accompanied by required documentation. Employees operating vehicles on Employer business shall comply with all statutory requirements for the operation of motor vehicles and have the minimum insurance coverage required by the Employer and a valid California drivers license.

**SECTION 500 - EMPLOYEE BENEFITS****501 STATUTORY BENEFITS****501.1 STATE UNEMPLOYMENT INSURANCE**

The California Unemployment Compensation Law provides for temporary assistance to employees who are no longer employed due to a qualifying reason as determined by the State of California Employment Development Department. It is not based on need and is not considered welfare.

Premiums are paid by the Employer and claims are administered by a third party administrator. Eligibility and extent of coverage are determined by the State of California Employment Development Department. Claims may be made through local branches of that office.

**501.2 STATE DISABILITY INSURANCE**

Disability Insurance is payable when an employee cannot work because of sickness or injury (mental or physical, including pregnancy, child-birth of related medical condition) not caused by his/her job. An employee may not be paid Unemployment Insurance and State Disability Insurance (SDI) benefits for the same period of time. SDI premiums are deducted from each employee's salary. The SDI premium rate and the subject wages are determined by the State of California annually. Claim forms for SDI benefits are available from the employee's physician or the local Employment Development Department. (See Section 503.3 for coordination with sick leave benefits).

**501.3 WORKERS' COMPENSATION**

The Employer protects its employees who may be injured or become ill while doing their work. This insurance provides medical, surgical and other benefits including wage-loss protection. Employees must report their work-related injury or illness to their supervisor as soon as possible. "Employee's Claim for Workers' Compensation



### **501.3 WORKERS' COMPENSATION (Continued)**

Benefits" and "Employer's Report of Occupational Injury or Illness" forms must be completed and submitted to the Administrator within the required time limits.

### **501.4 SOCIAL SECURITY/MEDICARE**

The Employer participates in the Social Security system and is governed by existing governmental regulations. The Employer withholds Social Security and Medicare contributions from the pay of employees. The Employer also contributes to Social Security and Medicare for all employees.

## **502 BENEFITS**

### **502.1 MEDICAL INSURANCE**

Regular full-time employees are eligible for medical insurance. Eligible employees submit the appropriate enrollment for the medical plan they elect. Coverage begins on the *first day of the month following six months from the date of hire*. Employees may change health insurance plans only during the open enrollment period.

The Employer will pay the full cost of the employee's medical insurance. The cost of dependent medical will be paid by the employee by payroll deduction.

### **502.2 PENSION/PROFIT SHARING**

The Employer sponsors and pays for a retirement program for all regular full-time employees. This plan is completely funded by the employer. The plan runs on a calendar year (January-December).

Participation will begin on July 1<sup>st</sup> following the later of the employee's 21<sup>st</sup> birthday and completion of 2 years of credited service June 30<sup>th</sup>. Please refer to the current plan description for more information.

# INJURY AND ILLNESS PREVENTION PROGRAM

## For L.B. Lights West, Inc.

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### MANAGEMENT POLICY STATEMENT

It is the policy of **LB Lights West and Production Center (LBPC)** that every employee is entitled to a safe and healthful place in which to work. To this end, every reasonable effort will be made in the interest of Accident Prevention, Fire Protection, and Health Preservation.

The management concept of LBPC is not production and safety; it is production with safety. When production with safety is achieved, production with efficiency is attained simultaneously.

We at LBPC have a basic responsibility to make the safety of human beings a part of our daily, hourly concern. We will be counting on you to do your part in making our program an effective one.

The successful operation of LBPC will depend not only on sales and service, but also how safely each job is performed. There is no job so important - nor any service so urgent - that we cannot take time to work safely. I consider the safety of our personnel to be of prime importance, and I expect your full cooperation in making our program effective.

Sincerely,

Leo P. Burke 1/1/2014

President            Date

## IDENTIFICATION OF PLAN ADMINISTRATORS

The following persons are responsible for implementing the accident prevention plan for LBPC.

NAME:  
Matthew Kern  
James Wood

TITLE:  
Shop Manager  
Shop Manager

## Responsibilities:

### MANAGERS:

In effectively executing their safety responsibilities, managers will:

1. Familiarize themselves with the safety program and ensure its effective implementation.
2. Be aware of all safety considerations when introducing a new process, procedure, machine or material to the workplace.
3. Give maximum support to all programs and committees whose function is to promote safety and health.
4. Actively participate in safety committees as required.
5. Review serious accidents to ensure that proper reports are completed and appropriate action is taken to prevent repetition.

### SUPERVISORS:

Our supervisors are the foundation of the safety program. Their responsibilities are to:

1. Familiarize themselves with company safety policies, programs and procedures.
2. Provide complete safety training to employees prior to assignment of duties.
3. Consistently and fairly enforce all company safety rules.
4. Investigate injuries to determine cause, then take action to prevent repetition.
5. See that all injuries, no matter how minor, are treated immediately and referred to the personnel office to ensure prompt reporting to the insurance carrier.
6. Inspect work areas often to detect unsafe conditions and work practices. Utilize company self-inspection checklists as required.

### EMPLOYEE:

Employee responsibilities for safety include the following:

1. Adhere to all safety rules and regulations.
2. Wear appropriate safety equipment as required.
3. Maintain equipment in good condition, with all safety guards in place when in operation.
4. Report all injuries, no matter how minor, immediately to a supervisor.
5. Encourage co-workers to work safely .
6. Report unsafe acts and conditions to the supervisor.

## SAFETY RULES

For the protection and safety of all employees, LBLW has established the following rules designed to prevent accidents and injuries. Compliance with these rules is mandatory. Documentation will be made when the rules are distributed to new employees.

- 1) Proper footwear and clothing will be worn at all times.
- 2) Do not wear loose clothing, jewelry or keep long hair in a down position where there is a danger of catching such articles in moving machinery.
- 3) Horseplay, running, fighting or any activity that may result in injury or waste will not be tolerated.
- 4) Eye protection is required when performing any task that could produce flying particles.
- 5) Operate machinery with all guards in place. Tampering with safety devices is cause for immediate disciplinary action.
- 6) Do not operate any machine you are not familiar with.
- 7) Machines must never be cleaned, adjusted or repaired until after the machine is turned off, the circuit is broken at the power source (including lock-out) and a warning tag is placed at the controls. Each person involved in maintenance must have his/her own personal padlock to ensure total lack of power until all work has been completed.
- 8) Any defects in materials, machinery, tools and equipment must be reported to a supervisor.
- 9) Do not leave tools, materials or other objects on the floor which might cause others to trip and fall.
- 10) Do not block exits, fire doors, aisles, fire extinguishers, gas meters, electrical panels or traffic lanes.
- 11) Avoid risk of rupture, internal injury or back injury in attempting to lift or push excessive loads. If an object is too heavy to move without strain - **ASK FOR HELP**.
- 12) Observe the correct position for lifting. Stand with your feet slightly apart, assume a squatting position with knees bent and tuck your chin. Tilt head forward, grasp the load with both hands and gradually push up with your legs, keeping your back straight and avoiding any abrupt movement.
- 13) Do not distract others while working. When approaching a machine operator for any purpose, do so from the front or the side in a way that he or she will see you coming and will not be shocked or surprised. If conversation is necessary first make sure the machine is turned off.
- 14) Do not leave oil, wax, water, or any other material on the floor where you or others may slip. Report any spills to your supervisor.
- 15) When handling hazardous materials insure you follow prescribed safety procedures and use required safety equipment. When using secondary containers filled by others, insure that they are labeled as to their contents and hazards.
- 16) Use appropriate gloves when handling materials with sharp or jagged edges which may result in lacerations.
- 17) Do not attempt to operate machinery for which you are not trained.
- 18) Unnecessary and excessive haste is the cause of many accidents. Exercise caution at all times. **WALK, DO NOT RUN!**
- 19) The use of hot production equipment or materials for the purpose of cooking or

heating food is strictly prohibited.

- 20) All work related injuries and accidents, no matter how minor, must be reported immediately to your supervisor.

It is imperative that all employees become thoroughly familiar with the above safety rules. Failure to comply with safety rules or procedures, or failure to wear the appropriate safety equipment, will result in disciplinary action up to and including termination.

## DISCIPLINARY PROCEDURES

Employees who fail to comply with safety rules will be subject to disciplinary action up to and including termination. Supervisors will follow the normal disciplinary procedures as follows:

- 1) Verbal counseling - the first step. Must be documented in the employee's personnel file.
- 2) Written warning - outlining nature of offense and necessary corrective action.
- 3) Suspension without pay - the third step or a separate disciplinary action resulting from a serious violation.
- 4) Termination - if an employee is to be terminated, specific and documented communication between the supervisor and the employee, as outlined, must have occurred.

Supervisors will be subject to disciplinary action for the following reasons:

- 1) Repeated safety rule violation by their department employees.
- 2) Failure to provide adequate training prior to job assignment.
- 3) Failure to report accidents and provide medical attention to employees injured at work.
- 4) Failure to control unsafe conditions or work practices.
- 5) Failure to maintain good housekeeping standards and cleanliness in their departments.

Supervisors who fail to maintain high standards of safety within their departments will be demoted or terminated after three documented warnings have been levied during any calendar year.

## Safe Practices and Operations

### GENERAL:

1. Hazardous machinery, equipment or conditions, and unsafe practices or acts shall be reported to your foreman at once.
2. The use or possession of intoxicating beverages is prohibited on the job. Reporting to work intoxicated warrants immediate dismissal.
3. Caution other employees exposed to hazards created by your work activities.
4. All injuries shall be reported promptly to an authorized representative so that arrangements can be made for medical or first aid treatment.
5. Authorization for medical service must be given by your foreman for "On the Job" injuries before obtaining medical attention or seeing a doctor.
6. Do not engage in horseplay on the job.
7. Warning signs, barricades, guardrails, etc., shall be kept in place.
8. Place guards around or over all roof openings, floor openings, excavations, manholes, elevator shafts or any other opening where hazard of fall exists.
9. Machinery and equipment shall be operated or repaired by qualified personnel.
10. Keep out of hazardous areas when not a member of the work crew involved.
11. Use the proper lifting technique to prevent back strain and injury.
12. Do not enter manholes, underground vaults, chambers, tanks, silos, etc., until it has been determined that there is a sufficient amount of air, and it contains no flammable or toxic gases or vapors.

### PERSONNEL PROTECTIVE EQUIPMENT:

1. Hard hats shall be worn where there is a hazard from falling or flying materials.
2. Wear proper footwear with substantial soles.
3. Wear appropriate dark goggles or welding helmet when working on or near arc, acetylene welding or burning.
4. Wear safety glasses or face shield in areas where flying particles are encountered or hot material can splash.
5. Protection for the hands and other parts of the body is required when exposed to cuts, burns or harmful substances.
6. Use safety belts and life lines when working at heights where unprotected by guardrails or safety nets.
7. Flagmen, truck spotters, grade checkers, etc., shall wear orange shirts or vests and use proper warning signs, and flags.

### LADDERS AND SCAFFOLDS:

1. Defective ladders shall not be used.
2. When using ladders other than stepladders, set feet securely and tie off at the top.
3. Face the ladder going up or down and with hands free of tools or materials.
4. Before using scaffold, check proper blocking, bracing ties, guardrails and planking. If defective, do not use until corrected.
5. Scaffold platforms shall be kept clear of unnecessary tools or material. Do not overload.
6. Scaffolds or platforms 7 1/2 feet or more above ground shall be equipped with guardrails and toeboards.
7. Before working on rolling scaffolds, check braces, guys, wheel retainers, wheel locks and outriggers.



### **MACHINERY AND EQUIPMENT:**

1. Oiling or repairing of machinery or equipment while in motion is prohibited unless special provision to do so safely has been provided.
2. Before any equipment is set in motion, operator must first check, and be certain that no one will be injured by his action.
3. No employee shall be allowed to operate power-driven equipment until he has proven that he understand the safe practices of operation.
4. Operators of power-driven equipment shall make a careful inspection of the equipment at the start and end of each shift. Any changes or defects must be reported to both his relief and foreman.
5. Before leaving motorized equipment, ground the forks, bucket, scoop, pans, etc., and secure brakes.
6. Motorized equipment should be handled with caution in dangerous areas such as edges of deep fills, cut banks, and steep slopes.
7. When making repairs on equipment where blocking is required, be sure blocking is secure.
8. Keep proper clearance from all high voltage lines.
9. Never swing suspended loads over workmen.
10. Getting on or off equipment while it is in motion is prohibited.
11. Riding equipment is prohibited unless provided with adequate riding facilities.

### **HAND TOOLS:**

1. Defective tools shall not be used. Keep all tools in good state of repair.
2. Do not carry sharp hand tools in clothing. Use proper carrying cases or tool kits.
3. Use hand tools only for the purpose for which they are intended.
4. Powder actuated tools shall only be used by qualified operators.

### **ELECTRICAL:**

1. Check all portable electric tools for proper ground and condition of cords. Do not use if defective, report defective equipment to your foreman.
2. Heed high voltage warning signs and keep proper distance.
3. Do not lift or lower portable electric tools by means of the power cord. Use a rope.
4. Do not leave the cords of portable electrical tools where equipment will run over them.
5. When necessary to suspend portable power tools, hang them from some stable object by means of a rope or similar support of adequate strength.

### **FIRE HAZARDS:**

1. When welding or cutting be sure that hot sparks or slag do not come in contact with combustibles.
2. Use only closed metal container labeled FLAMMABLE for storage of flammable liquids.
3. Keep oily rags and waste material in proper containers.
4. Use fire protection equipment only for fire fighting.
5. Know location of fire extinguishers, and other fire fighting equipment.
6. Report all fire hazards to your foreman immediately.
7. Gasoline shall not be used for cleaning purposes.
8. Do not use flammable fuels for starting or for "warm up" fires.

**FIRST AID:**

1. Obtain immediate first aid for all injuries, no matter how small, and report to your foreman.
2. Know location of first aid kits and emergency equipment.
3. Do not move seriously injured person unless he is exposed to further injury from fire, falling objects or other hazards. Never remove foreign bodies from the eyes.
4. Use first aid materials for emergency only.

**HOUSEKEEPING:**

1. Maintain good housekeeping in your area.
2. Do not leave scrap on ramps, runways, stairways or designated paths of travel.
3. Keep hoses, cables, and ropes coiled, tied and in the clear.

## SAFETY TRAINING

The goal of our safety training program is to develop safe work habits and attitudes. It is critical that new workers understand work rules and procedures prior to being assigned a job. Supervisors are responsible for providing training to their department employees utilizing the Job Instruction Training (JIT) method described below.

During Safety training you can expect:

**A Timetable** - how much skill LW expects employees to have, by what date.

**A Break Down of the Job** - Important steps, pick out the key points. (Safety is always a key point.)

**Have Everything Ready** - the right equipment, materials and supplies.

**Have the Workplace properly Arranged** - just as the worker will be expected to keep it.

**Remember**, when teaching adults, the following points are important -

1. Adults learn best in a warm, friendly atmosphere.
2. Adults don't like to waste time.
3. Adults respond quickly to praise and attention.

### JOB INSTRUCTION TRAINING HOW TO INSTRUCT:

1. **Prepare** - Put the worker at ease, define the job, and find out what is already known about it. Get the person interested in learning the job. Place in correct position.
2. **Present** - Tell, show, and illustrate one **IMPORTANT STEP** at a time. Stress each **KEY POINT**.
3. **Try Out Performance** - Have person do the job, and correct errors. Have person explain each key point to you as the job is done again. Make sure the person understands. Continue until **YOU** know the person knows.
4. **Follow-up** - Put them on their own. Designate to whom to go to for help. Check frequently. Encourage questions. Taper off extra coaching and close follow-up.

The fundamentals of safety practices will be reviewed prior to a new employee's first job assignment. Our safety orientation checklist (See Exhibit C) will be utilized to document this training.

## INSPECTIONS

Inspection works because it is an essential part of hazard control. It is an important management tool, not a gimmick. We will view inspections as a fact-finding process, not fault-finding. We will emphasize locating potential hazards that can adversely affect safety and health.

All personnel will be responsible for continuous, ongoing inspection of the workplace. When uncovered, potentially hazardous conditions will be corrected immediately or a report will be filed (see exhibit A) to initiate corrective action.

Periodic planned inspections will be made by members of the safety committee (or other designated individuals) utilizing the company self-inspection form (See Exhibit B). The report will be reviewed by the safety committee (or designated management representative) and action will be taken to eliminate uncovered potential hazards. Assignments, target dates for completion, and actual completion dates will be documented in the minutes of the safety committee.

### SAFETY COMMITTEE AND SAFETY MEETINGS

Our company safety committee will be comprised of members (supervisors and/or employees) of the various departments, and management. They will meet on a quarterly basis, and review the following:

Minutes of the previous meeting.

Unfinished business of the previous meeting.

Self-inspection reports.

Discussion of accidents and corrective action taken.

Accident trends.

New and outstanding recommendations submitted by outside agencies (insurance carrier, fire department, Cal-OSHA, etc.)

New business.

All Meeting will be documented.

Group safety meetings - supervisors will be responsible for holding department safety meetings on a regular basis. Employee attendance and discussion topics will be documented.

## ACCIDENT INVESTIGATIONS AND REPORTS

It is the policy of LBLW to carry out a thorough program for accident investigations. Supervisory personnel will be primarily responsible for making an investigation of all accidents in their areas of responsibility. Accidents involving fire, death, serious injury or extensive property damage will be investigated jointly by the Supervisor, the Shop Manager, and the Personnel Manager.

The primary goal of the accident investigation program is the prevention of future similar accidents through the use of knowledge derived from the investigation. Additionally, the investigation will be used to prepare reports required by Federal and State laws as well as the Workers' Compensation Insurance Carrier. These reports are critical in establishing the Company's and the Supervisor's liability under the law.

When an employee is injured at work, the supervisor is responsible for taking emergency action to have first aid administered, to obtain professional medical attention as soon as possible, and protect other employees and equipment. The supervisor must then begin to investigate the circumstances of the accident. The following procedures have been found to be effective when investigating accidents:

- A. **GO** to the scene of the accident at once.
- B. **TALK** with the injured person, if possible. Talk to witnesses. Stress getting the facts, not placing blame or responsibility. Ask open-ended questions.
- C. **LISTEN** for clues in the conversations around you. Unsolicited comments often have merit.
- D. **ENCOURAGE** people to give their ideas for preventing a similar accident.
- E. **STUDY** possible causes - unsafe conditions, unsafe practices.
- F. **CONFER** with interested persons about possible solutions.
- G. **WRITE** your accident report giving a complete, accurate account of the accident.
- H. **FOLLOW-UP** to make sure conditions are corrected. If they can not be corrected immediately, report this to your supervisor.
- I. **PUBLICIZE** corrective action taken so that all may benefit from the experience.

In order for the Supervisor's Report to be effective, it should contain as a minimum a detailed answer to the following questions:

- A. **What Was The Employee Doing?** - Explain in detail the activity of the employee at the time of the accident.
- B. **What Happened?** - Indicate in detail what took place, describe the accident, the type of injury, the part or parts of the body affected, and whether the employee was wearing appropriate safety equipment.
- C. **What Caused the Accident?** - Explain in detail the condition, act, malfunction, etc., that caused the accident. Remember that it is possible to have more than one reason or cause for an accident.
- D. **What Can Be Done to Prevent a Similar Accident?** - Indicate corrective action to prevent recurrence.

The Employer's Report of Occupational Injury or Illness (FORM 5020) and the Employee's Claim for Workers' Compensation Benefits (DWC Form 1) must be submitted to the Personnel Office not more than 24 hours after the accident. Each supervisor must maintain an adequate supply of the FORM 5020 and DWC Form 1 forms which can be obtained from the Personnel Office.

### HAZARD COMMUNICATION

#### HAZARD EVALUATION:

Chemical manufacturers and importers are required to review the available scientific evidence concerning the hazards of the chemicals they produce, then report that information to employers who purchase their product. In most cases, LBLW will choose not to rely on the evaluation of the manufacturer, we will arrange for additional testing.

We will consider any chemicals listed in one of the following sources to be hazardous:

Those hazardous substances listed in:

The Director's List of Hazardous Substances, 29 CFR 1910, Subpart Z, Toxic and Hazardous Substances, Occupational Safety and Health Administration (OSHA) Threshold Limit Values for Chemical Substances and Physical Agents in the Work Environment, American Conference of Governmental Industrial Hygienists (ACGIH), 1984

National Toxicology Program (NTP), Third Annual Report on Carcinogens, 1983

International Agency for Research on Cancer (IARC), Monographs, Vols, 1-34 or

Those hazardous substances prepared pursuant to Labor Code Section 6382.

Any other substances which present a physical or health hazard(s) as determined by scientific evidence.

### LABELS & OTHER FORMS OF WARNING

We will make certain that containers are adequately labeled to identify the hazardous chemicals contained therein, and will show hazard warnings appropriate for employee protection. The warnings will utilize a combination of words, pictures and symbols which will convey the hazards of the chemical(s) in the container. The labels will be legible and prominently displayed.

Exceptions to this rule are as follows:

We are permitted to post signs which convey the hazard information if there are a number of stationary containers in a given area which have similar contents and hazards.

Operating procedures, process sheets, batch tickets, blend tickets and similar written materials can be substituted for container labels on stationary process equipment if they contain the same information and are readily available to employees.

We are not required to label pipes or piping systems. However, to ensure that our employees who work on unlabeled pipes have been informed of the hazardous substances contained within, the following policy has been established:

Prior to Starting work our employees are to contact a supervisor for the following information:

1. The hazardous substances within the pipe.
2. Potential hazards.
3. Safety precautions which should be taken.

Periodically, employees are required to perform hazardous non-routine tasks. Prior to starting work on such projects the affected employee(s) will be given information by their supervisor about the hazards to which they may be exposed. The information will include (1) specific hazards of the task (2) protective/safety measures which must be utilized, and (3) measures the company has taken to reduce the hazards (ventilation, respirators, presence of another employee, emergency procedures, etc.).

### MATERIAL SAFETY DATA SHEETS (MSDS)

The management of LBLW is responsible for obtaining or developing a MSDS for each chemical used in the workplace. Each MSDS will include the specific chemical identity of the chemical involved and the common names.

Each data sheet will provide information on the physical and chemical characteristics of the chemical; known acute and chronic health effects and related health information; exposure limits; whether the chemical is considered to be a carcinogen; precautionary measures; emergency and first aid procedures; and the identification of the organization responsible for preparing the sheet.

Each department supervisor will be responsible for maintaining the MSDS describing chemicals used in his/her department and for keeping them readily available to employees. The Program Coordinator will maintain a master file for all departments.

Our employee training program will include instruction on how to read and interpret information on a MSDS, and how employees can obtain and use the available hazard information.

### EMPLOYEE TRAINING

It is the goal of LBLW to provide hazard communication training to all workers prior to starting a new job assignment and whenever a new chemical is introduced to a given work area. Training will be conducted by the Program Coordinator or another person who has been properly trained.

The program will provide information and training on the following:

How the hazard communication program is implemented, how to read and interpret

information on labels and MSDS, and how employees can obtain and use the available hazard information.

The physical and health effects of the chemicals in the work area.

Measures employees can take to protect themselves from the hazards.

Specific procedures put into effect by the company to provide protection, such as personal protective equipment, engineering controls and work practices.

Methods and observations, such as visual appearance or smell, workers can use to detect presence of a hazardous chemical they may be exposed to.

Emergency and first aid procedures to follow if employees are exposed to hazardous substances.

### RIGHT-TO-KNOW TRAINING PROGRAM

1. Introduce the Right-To-Know coordinator and explain his/her role.
2. Review the company's written Hazardous Communication (HazCom) program and explain how to obtain and use the document.
3. Explain applicable safety and health requirements mandated by OSHA and state standards.
4. Identify locations where hazardous chemicals are stored, handled, dispensed or transported, and the location of each process and operation that uses them.
5. Explain how to recognize potential health and safety hazards and review monitoring techniques used to detect potential health hazards.
6. Explain how to read MSDS and related information (labels).
7. Explain safety precautions to be taken by the individual worker.
8. Explain in detail the labeling system used by the company.
9. Use visual aids to teach basic HazCom information to the general plant population.
10. Warn about specific work activities that increase the likelihood of a loss.

### EMERGENCY ACTION PLAN

Major disasters must be anticipated and procedures must be developed and mastered so the well-being of our personnel is to be protected and we are also ready to serve our community .

The following pages detail the organizational structure of our plan and outlines emergency measures to be taken in the event of fire or other emergency.

Remember, your conduct and actions during the first few minutes of any emergency may not only save your life, but the lives of your fellow workers, and other members of the community as well.



## GENERAL INFORMATION

Two important telephone calls need to be made if the facility is to be evacuated for any of the following reasons:

1. A fire or disaster within the facility.
  2. An external hazardous condition threatening the facility.
- If either of these two situations occur, notify these agencies:
1. Lodi, Fire Department (209) 333-6735

Upon order of management or other person(s) in charge to totally evacuate the facility, the following action will be taken:

1. Initiate evacuation center receiving plan. (It may be necessary to transport company personnel to a local evacuation center).
2. Priority of evacuation may be a necessity if there are handicapped employees.
3. Materials and supplies to be evacuated:
  - a) First aid kits
  - b) Personnel roster

## RESPONSIBILITIES

The Safety Committee will:

1. Coordinate the Emergency Evacuation Plan throughout the facility.
2. Make certain the Program is familiar to all personnel and that all new employees are promptly oriented.
3. Schedule fire classes as necessary.
4. Arrange and execute fire drills within the facility.
5. Maintain a log of fire drills conducted. The log shall include the date and time of each drill, the time required to evacuate the building, and the initials of the person making the recording.
6. Report any deficiencies noted during the fire drill.
7. Correct any deficiencies noted during the fire drill.
8. Maintain a file of committee meetings and activities, including committee minutes. All documents are to be signed by the Committee Chairman.

The Safety Committee will be aided by Supervisors who will:

1. Facilitate the Emergency Evacuation Plan.
2. Keep constant check on all personnel to be sure that they are completely familiar with all phases of the Plan which they are required to know.
3. See that all personnel participate in ALL fire drills, fire classes, and other practice sessions.
4. Be certain that all personnel are familiar with, and make thorough fire prevention inspections when they are assigned to do so.
5. Take the necessary steps required to correct any fire hazards discovered.

It is the duty of every employee to:

1. Be completely familiar with the Emergency Evacuation Plan and his or her duties and responsibilities in the program.
2. Participate in all fire drills and practice sessions.
3. Attend all fire training classes when assigned.
4. Learn the location of and how to operate fire alarm systems and all fire extinguishing equipment.
5. Report any fire and/or safety hazard located any place on Company property.

### FIRE PROCEDURE

Personnel have been assigned to:

1. Sound internal fire alarm.
2. Notify office staff.
3. Remove personnel from the building.
4. Close all doors and windows in the fire area, **ONLY** if this can be done safely.
5. Notify the fire department.

The person reporting the fire to the fire department will provide them with the following information:

1. (Company Name)
2. (Address)
3. What is burning (machines, paper, etc).
4. Location of fire (roof, plant, office, etc).
5. Type of fire (electrical, liquid, etc).

Additional assignments have been made to:

1. Attempt to extinguish the fire with the use of on-premises equipment (extinguishers, hoses, etc). A minimum of two persons is required to fight a fire. To ensure employee safety, this is to be done only during the early stages of the fire.

Working away from the involved area, personnel will be assigned to:

1. Clear the aisles, hallways and other areas of personnel and visitors.
2. Close all doors and windows.
3. Check driveways to see that they are clear for entry of fire fighting equipment. See that gates are unlocked and open.
4. Wait at the front entrance for arrival of fire fighting equipment. Direct the firemen to the fire if necessary.

Re-entry onto the property will not be permitted until it is declared safe to do so by someone with Executive authority or by the local fire/law enforcement officials.

## EARTHQUAKE

In the event of an earthquake the following procedures shall be followed:

1. Assess damage and injuries.
2. Give first aid as needed. Remember, after an earthquake utilities, police and fire agencies may not be readily available. **DO NOT ATTEMPT TO TELEPHONE UNLESS ESSENTIAL.**
3. Notify executive management if any are away from the premises.
4. Call the Fire Department only in the case of fire.
5. The nearest hospital for treatment is:  
Lodi Memorial Hospital, 975 S. Fairmont Ave, Lodi, (209) 334-3411
6. Have damaged or potentially damaged utilities shut off at the main controls.
7. Personnel are to be instructed during orientation for seeing that employees are evacuated to a safe area outside the building and clear of overhead electrical lines, utility poles, block walls, etc., which might fall during aftershocks. Supervisors are cautioned to be alert for fallen high tension lines which may be touching metal objects on the ground.
8. Have all areas of the building inspected for damage before allowing personnel to return to the building(s).
9. Have gas, electrical, water and fuel systems checked for damage before allowing personnel to return to the building(s).
10. Drinking water should be checked to determine that it is not contaminated. Water contained in toilet tanks can be boiled and used if absolutely necessary for drinking or treating injuries.

EXHIBIT A  
MAINTENANCE REQUEST FORM

Ware House \_\_\_\_\_ DEPT. \_\_\_\_\_ DATE \_\_\_\_\_

SUBMITTED BY \_\_\_\_\_

LOCATION OF UNSAFE CONDITION (Describe in Detail)

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IF NECESSARY, DRAW A DIAGRAM BELOW:

RECOMMENDATIONS TO CORRECT THIS CONDITION

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Employee Signature

Supervisor Signature

(MAINTENANCE DEPARTMENT USE ONLY)

Recommended Corrective Action:

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Estimated Cost: \_\_\_\_\_ Approved by: \_\_\_\_\_

Estimated Completion Date: \_\_\_\_\_

EXHIBIT B  
SAFETY INSPECTION REPORT

INSPECTION CONDUCTED BY \_\_\_\_\_  
DATE \_\_\_\_\_ DEPT. \_\_\_\_\_ Warehouse \_\_\_\_\_

YES NO  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SAFETY PRACTICES

- Are employees wearing the required safety equipment?
- Are employees using adequate foot wear and clothing?
- Are employees following safety rules and procedures?
- Are food or drinks present in work areas?

OTHER COMMENTS:

YES NO  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

HOUSEKEEPING

- Are floors kept clean?
- Are floors slippery?
- Is equipment and material neatly and safely kept and stored?
- Are working tables kept neat and clean?
- Are hazardous materials present?
- Are hazardous materials being properly stored and labeled?
- Is hazardous waste being properly disposed and labeled?
- Are there adequate trash cans?

OTHER COMMENTS:

YES NO  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FIRE SAFETY

- Are fire extinguishers accessible, serviced and tagged?
- Are fire alarms available and in working order?
- Are exit doors accessible and properly marked?
- Are flammable materials properly stored and labeled?
- Is flammable waste and rubbish being properly disposed?
- Are overhead fans clean?
- Are electrical wiring, connections, boxes and controls in good condition?
- Are fire doors free of obstructions?

OTHER COMMENTS:

YES NO  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

MACHINERY & EQUIPMENT

- Are moving parts of machines and equipment properly guarded?
- Are points of operation properly guarded?
- Are safety controls and devices operating properly?
- Are dust collection and vacuum devices installed and in good working order?
- Are cylinders secured and properly stored?
- Are forklifts in good working order?

OTHER COMMENTS:

| YES   | NO    | GENERAL CONDITION  |
|-------|-------|--|
| _____ | _____ | Is there adequate ventilation?                             |
| _____ | _____ | Is dust control adequate?                                  |
| _____ | _____ | Are hand tools properly maintained and in good condition?  |
| _____ | _____ | Are floors in good condition?                              |
| _____ | _____ | Are storage racks in good condition and earthquake safe?   |
| _____ | _____ | Are employees aware of safety rules and procedures?        |
| _____ | _____ | Is non-smoking policy being enforced?                      |
| _____ | _____ | Are bathrooms clean and in good working order?             |
| _____ | _____ | Are required safety signs properly displayed?              |
| _____ | _____ | Is first aid cabinet properly stocked?                     |
| _____ | _____ | Is emergency lighting available and in good working order? |
| _____ | _____ | Does Supervisor have a working flashlight?                 |
| _____ | _____ | Are aisles properly marked and free of obstructions?       |

OTHER COMMENTS:

General Comments and Recommendations

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Signature \_\_\_\_\_

**EXHIBIT C**  
**EMPLOYEE SAFETY ORIENTATION CHECKLIST**

Please Return this checklist to the Personnel Office upon completion.

**CLOTHING AND DRESS**

\_\_\_\_\_ Footwear

Discuss safety rules in detail. Show employee some examples of acceptable shoes. Look at his. Discuss enforcement of rule.

\_\_\_\_\_ Personal Clothing

Discuss danger of being poorly clothed for position. Discuss jewelry, loose fitting clothes, shorts or other clothing that is inappropriate for the job. Talk of hair length around equipment.

\_\_\_\_\_ Safety Articles

Issue glasses, ear protectors, respirators and protective clothing where applicable. Give instructions for use and cleaning. Discuss enforcement of rule.

## MATERIAL HANDLING

- \_\_\_\_\_ (a) Lifting in general - discuss some common sense tips for lifting safety such as;
- 1) Take a realistic look at an object you've never lifted before...can you safely lift it?...how?
  - 2) See if there's a label to tell you how heavy it is or how to lift it (give some examples where available).
  - 3) See how others are handling the object.
  - 4) Give it a test tug or lift before trying to fully lift and/or carry it.
  - 5) Don't be a hero!!! Use material handling equipment or ask for help where necessary.
- \_\_\_\_\_ (b) Lifting techniques - physically demonstrate to the employee the correct way to lift, push, pull, or move every item that the employee will handle that is different enough to be covered separately. Use the "watch-me, now-you-do-it" approach and reinforce the principles of;
- 1) Foot position - place feet as far apart as shoulders for balance and get as close as possible to the object rather than stretching.
  - 2) Back position - keep your back fairly straight...bend the knees and squat to pick up the object...don't bend over to reach it.
  - 3) Chin position - concentrate on keeping your chin tucked in close to your chest. It helps to keep your spine straight and stops you from reaching out away from your body.
  - 4) Palm position - whenever possible, use the entire hand and palm to grip the object rather than merely the fingers.
  - 5) Body position - stay squarely above your feet when lifting. Don't lean left, right, or to the front or rear.
  - 6) Arm position - keep your arms tucked in as close as possible to your body and to the object being lifted.
- \_\_\_\_\_ (c) Special handling - go over items that are sharp, fragile, caustic, slippery, etc., or that may provide other special lifting, moving or handling problems. Identify which items must be handled with gloves or other protective devices.
- \_\_\_\_\_ (d) Material storage - show where materials, pallets, etc., may not be placed or stored...respect yellow lines...do not encroach into aisles, work stations, doorways, etc.

## PHYSICAL SURVEY

- \_\_\_\_\_ (a) Equipment - take a walk showing new employees where the fire extinguishers, alarms, hoses, and any other fire fighting equipment are stored, and how and when it is to be used. Stress they are not to block, cover or tamper with any of the equipment.
- \_\_\_\_\_ (b) Emergency exit - show the employee where all emergency exits are for each area and when they are to be used and what to do once outside.

- \_\_\_\_\_ (c) Smoking - physically show the employee where the smoking and no-smoking areas are and how cigarette butts are to be handled.
- \_\_\_\_\_ (d) Flammables - physically identify and show employee all flammable materials he/she could possibly be handling, how to handle them, where they are stored and how they are disposed of. Include handling of rags.
- \_\_\_\_\_ (e) Plant cleanliness - show how scrap and trash are handled, and where trash and scrap containers are kept. Go over employee's housekeeping responsibilities in detail.

**HAZARDOUS SUBSTANCES/MATERIALS**

- \_\_\_\_\_ (a) Introduce the employee to all hazardous materials and/or substances and demonstrate how to and how not to handle, use, and store each. Test each employee.

**EQUIPMENT**

- \_\_\_\_\_ (a) Go through, in detail, the proper handling and complete operation of every piece of equipment the employee might reasonably be expected to use. After you have demonstrated its use, make sure the employee can perform all operations safely and properly. Document each piece of equipment below. Include things like knives, ladders, forklifts, hand tools, power tools, mounted equipment, etc.

EQUIPMENT COVERED

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**ACCIDENTS AND UNSAFE CONDITIONS**

- \_\_\_\_\_ (a) Stress accident prevention and reporting, and go over in detail what steps are to be taken by whom in case of an accident. Show them the form(s) used by supervisor, by the employee. Discuss reporting of suspected unsafe workplace conditions or practices.

**REVIEW SAFETY RULES**

- \_\_\_\_\_ (a) While walking around the work area to show and demonstrate each of the items outlined, go over each of the individual safety rules that the above outline does not cover. Stress that we enforce the safety rules diligently and strictly. Refer to the Rules and Regulations of Personal Conduct and how they provide for discipline up to and including discharge for violations of safety rules or safe practices.

All of the Training/Orientation represented in this outline was completed on

\_\_\_\_\_  
Signature of Trainer

\_\_\_\_\_  
Signature of Trainee

\_\_\_\_\_  
Date





RFQ - Stage and Lighting Systems Services

**Equipment and Supplies:**

**Requirement Fulfillment:**

The equipment proposed in this bid includes all Staging and Lighting equipment, labor, trucking and cabling required to furnish and install all Staging and Lighting Services as mentioned in this RFQ at the Riverside County Fair & National Date Festival.

**All equipment requirements as mentioned in this RFQ's Part III will be met:**

All L.B. Lights West, Inc. equipment is owned and stored at L.B. Lights West, Inc. in Lodi, CA and is checked for visible and tested for non-visible flaws to be sure it is in good and working condition prior to leaving our facility. All equipment owned and operated by L.B. Lights West, Inc. is hereby guaranteed to be in good working order and of good visual standing.

The equipment proposed in this bid includes all Staging and Lighting equipment, requested technical labor, and cabling required to furnish and install all Services as mentioned in this RFQ on the grounds of the Riverside County Fair. In addition to providing the equipment necessary to meet the demands of this RFQ, LB Lights West will contact each of the contracted acts prior or their performance dates in order to identify and respond to their needs, as well as coordinate with the fair to ensure that qualified operators are hired to install, operate and maintain equipment as outlined. Lights West will also coordinate with the fairs' Entertainment Representatives to facilitate and organize all aspects of the professional process in order to complete this work. All materials brought to the Riverside County Fair will meet with California State Fire Marshall requirements and L.B. Lights West, Inc. will adhere to all State Safety Regulations during installation and removal.



RFQ - Stage and Lighting Systems Services

**Equipment List and Specifications:**

The following equipment list is a complete list of what L.B. Lights West will bring to meet the specified needs of The Riverside County Fair.

**REQUEST FOR PROPOSAL  
SYSTEM SPECIFICATIONS  
PART III**

**STAGING**

**CONCERT ARENA**

|          |    |   |
|----------|----|---|
| Staging: | 01 | 48'x32'x05' Stage                                 |
|          | 01 | 48'x32'x26' Load-Bearing Roof                     |
|          | 02 | 08'x08'x02' Risers                                |
|          | 02 | Stair Units with Handrail<br>Handrail and Masking |
|          | 02 | 12'x16'x03' Sound Wings                           |
|          | 01 | 48' of Barricade in 4' Sections                   |

\*Please Note: We will continue to upgrade this stage to the 64'x40' Stage whenever possible

**ALADDIN BAZZAR STAGE**

|          |    |   |
|----------|----|---|
| Staging: | 01 | 28x16'x02' Stage                                  |
|          | 01 | 4'X8' Cut Out                                     |
|          | 02 | Stair Units with Handrail<br>Handrail and Masking |

**GENIE STAGE**

|          |    |   |
|----------|----|---|
| Staging: | 01 | 12'x16'x02' Stage                                 |
|          | 02 | Stair Units with Handrail<br>Handrail and Masking |



RFQ - Stage and Lighting Systems Services

**Equipment List and Specifications:**

**COMMUNITY STAGE**

Staging      01      12'x16'x02' Stage  
                  02      Stair Units with Handrail  
                                    Handrail and Masking

**MAGIC CARPET STAGE**

Staging:      01      32'x24'x04' Stage  
                  01      Stair Units with Handrail  
                                    Handrail and Masking

**GRAND SULTAN STAGE**

Staging      01      12'x16'x02' Stage  
                  02      Stair Units with Handrail  
                                    Handrail and Masking

**CONCERT STAGE LIGHTING**

02      Truss System (120) Fixtures/PreRig  
01      Lighting Console – AVO, Leprecon  
08      Moving Lights – MAC 2k  
            Dimming, Cable, Controls & Color Media  
04      LT Follow Spots  
02      Lighting Technicians

**FIESTA VILLAGE STAGE LIGHTING**

16      Par 64 \* 500 Watt Lights  
01      16-Channel Lighting Board & Dimmer



RFQ - Stage and Lighting Systems Services

**Equipment List and Specifications:**

**GENIE STAGE LIGHTING**

02 Light Trees with 4 Par 64s

**MAGIC CARPET STAGE LIGHTING**

16 Par 64 \* 500 Watt Lights  
01 6-Channel Lighting Board and Dimmer

**SHALIMAR LAWN LIGHTING**

02 Light Trees with 4 Par 64s

**PAGEANT STAGE LIGHTING**

48 Leko Lighting Fixtures  
01 Smoke Machine  
02 Fans  
04 Genie Lifts  
02 CAE Dimmer Racks  
01 Road Hog Lighting Console  
16 Elation 1200 Spots  
24 LED Fixtures  
04 Follow Spots  
06 Atomic Strobe Lights  
02 10' Box Truss Sections  
06 Floor Bases w/2" Steel  
04 10' Pipes  
04 12' Pipes  
15 Clear-Com Headsets and Stations  
01 Lighting Programmer  
01 Lighting Technician



RFQ - Stage and Lighting Systems Services

**Equipment List and Specifications:**

**CONCERT STAGE LED & CAMERA SYSTEM**

- 02 11'x15' BARCO LED Walls  
10mm visual resolution  
5,500 Nit brightness (direct sun daylight use)  
2,000hz Refresh Rate (for use with broadcast cameras)
- 02 Sony DXC-D30 3 ccd Cameras
- 02 Sachtler Tripods
- 02 Fujinon Studio Kits
- 01 Sony Robotic Camera
- 01 CCU/Engineering Rack
- 01 Panasonic Switching System
- 01 Image Pro Scan Converter
- 02 DVD Player/Recorder
- 02 Program/Preview Monitors
- 06 Source Monitors
- 01 Nutech Power Distribution
- 01 Video Workbox
- 02 Technicians  
Cabling and Processing

**CONTRACTOR TO PROVIDE:**

Load in/out crew shall be provided by contractor.

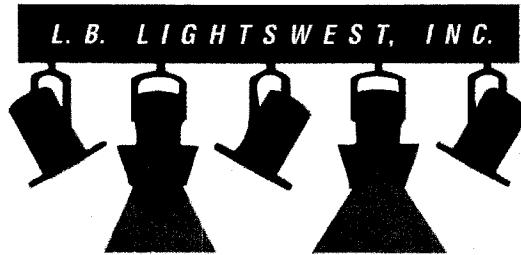
Contractor is responsible for spot light operators on the Main Stage

All travel, lodging, meals, shall be provided by contractor

**FAIR TO PROVIDE:**

Contractor is responsible for spot light operators on the Pageant Stage

Contractor responsible for all Heavy Equipment and Power Source



RFQ - Stage and Lighting Systems Services

**Past Experience and Previous Performance:**

L.B. Lights West, Inc. has vast experience in providing complete lighting systems and services for large fairs and festivals. Three of those represent events that are similar to the Riverside County Fair are listed below.

**Client 1**

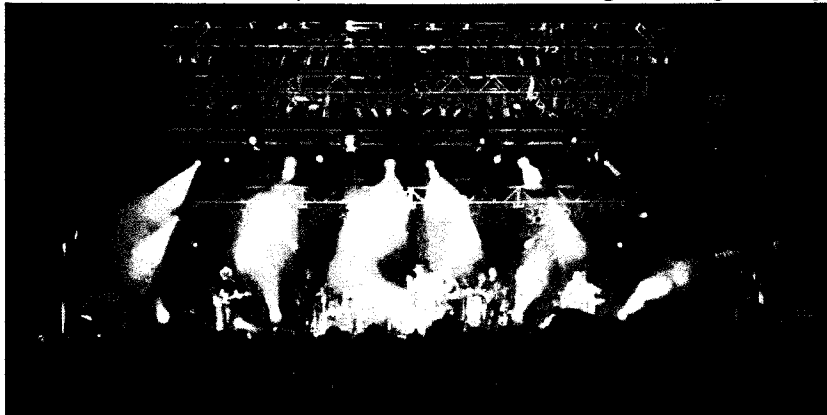
Name of Client: **California Mid-State Fair**  
Street Address: 2198 Riverside Avenue  
City, State, Zip Code: Paso Robles, CA 93446  
Contact Person: Vivian Robertson  
Telephone Number: (805) 239-0655  
Email Address: Vivian@midstatefair.com  
Total Years of Service to Client: 11+ (Accessible Records begin in 2004)  
Date Service Began: 7/1/2004  
Date Service Ended: Current Contract Held thru 2019  
Size of Venue (Facility and Grounds): 42 Acres  
Schedule/Frequency of Service (Daily, Monthly, Annually, ect.): Annual Fair-time Service

**For Each Event Supported:**

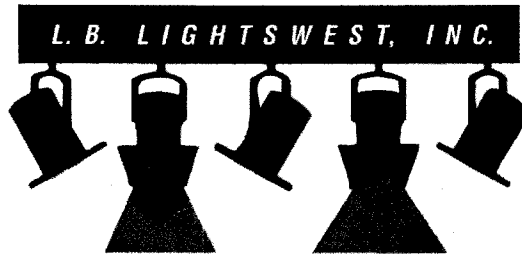
Number of Days: 12  
Number of Attendees: Total Fair Attendance 415,461, Total Grandstand Capacity 14,661 Nightly  
Number of Concert Performances: 12  
Period of time between Setup & Teardown: 15 Days

**Detailed Description:**

At the CA Mid-State Fair L.B. Lights West, Inc. provides state of the art Lighting, Audio, Staging, and LED Services for the main concert series as well as on grounds lighting. The main stage plays host to some of the Nation's biggest names in country, rock and roll, R&B, hip hop and pop music. This lighting system includes a 4 truss, 4 spot light, multi-moving light system. Our Equipment is up to the expectations of artists of the highest caliber and our technicians are well versed in the technical requirements and inner workings of a long term nightly music event.



L.B. Lights West, Inc. . 2488 Maggio Circle . Lodi, CA . 95240 . ph: (209) 333.0996



RFQ - Stage and Lighting Systems Services

**Past Experience and Previous Performance:**

**Client 2**

Name of Client: **LA County Fair**

Street Address: 1101 W. McKinley Avenue

City, State, Zip Code: Pomona, CA 91768

Contact Person: Dale Coleman

Telephone Number: (909) 623-3111

Email Address: Coleman@fairplex.com

Total Years of Service to Client: 11+ (Accessible Records begin in 2004)

Date Service Began: 9/1/2004

Date Service Ended: Current Contract Held thru 2017

Size of Venue (Facility and Grounds): 487 Acres

Schedule/Frequency of Service (Daily, Monthly, Annually, ect.): Annual Fair-time Service

**For Each Event Supported:**

Number of Days: 31

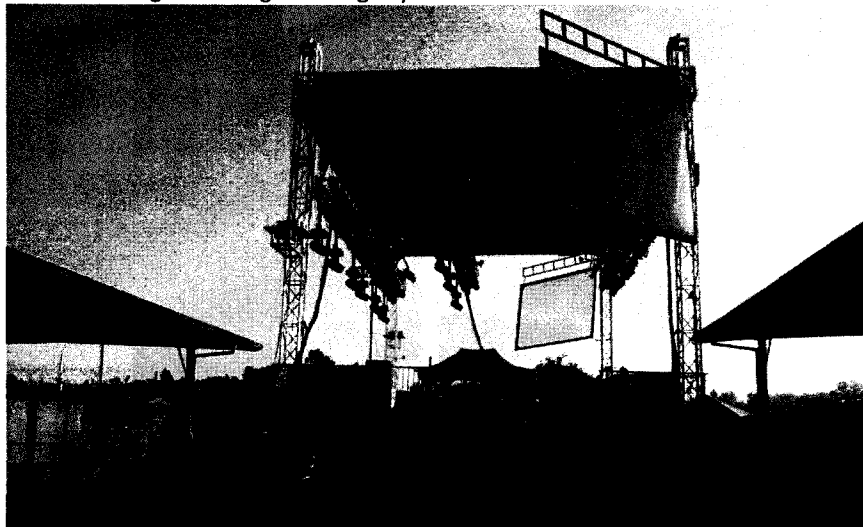
Number of Attendees: Total Fair Attendance 1,204,911, Total Grandstand Capacity 9,000 Nightly

Number of Concert Performances: 23

Period of time between Setup & Teardown: 34 Days

**Detailed Description:**

At the LA County Fair L.B. Lights West, Inc. provides a proprietary "Moving Stage" in which the stage rolls out onto the race track and Lighting, Audio, and LED Services for the main concert series are moved into place and removed each night. This main stage also plays host to some of the Nation's biggest names in country, rock and roll, R&B, hip hop and pop music. This lighting system includes a 3 truss, 4 spot light, 12 moving light system. Our Equipment is up to the expectations of artists of the highest caliber and our technicians are well versed in the technical requirements and inner workings of a long term nightly music event.





RFQ - Stage and Lighting Systems Services

**Past Experience and Previous Performance:**

**Client 3**

Name of Client: **San Diego County Fair**

Street Address: 2260 Jimmy Durante Blvd.

City, State, Zip Code: Del Mar, CA 92014

Contact Person: Tim Fennell

Telephone Number: (858) 755-1161

Email Address: info@sdfair.com

Total Years of Service to Client: 5

Date Service Began: 6/1/2010

Date Service Ended: Current Contract Held to 2015

Size of Venue (Facility and Grounds): 364 Acres

Schedule/Frequency of Service (Daily, Monthly, Annually, ect.): Annual Fair-time Service

**For Each Event Supported:**

Number of Days: 30

Number of Attendees: Total Fair Attendance 1,457,130, Total Grandstand Capacity 15,000 Nightly

Number of Concert Performances: 18

Period of time between Setup & Teardown: 33 Days

**Detailed Description:**

At the San Diego County Fair L.B. Lights West, Inc. provides a dynamic lighting system which includes a 3 double hung pre-rig truss 180k system, with 15 large format profile fixtures and 4 spot lights.







RFQ - Stage and Lighting Systems Services

**Past Experience and Previous Performance:**

Other West Coast Fairs and Festivals that L.B. Lights West is proud to hold existing lighting contracts:

|                               |                   |  |
|-------------------------------|-------------------|--|
| Antelope Valley Fair          | Lancaster, CA     | 3 Truss Light System with 9 Lights, Spot Lights                                      |
| Madera District Fair          | Madera, CA        | 2 Truss Light System with 9 Lights Spot Lights, 4 Light Trees                        |
| Merced County Fair            | Merced, CA        | 2 Truss Light System, Spot Lights  |
| Santa Barbara County Fair     | Santa Maria, CA   | 2 Truss Light System, 9 Lights, Spot Lights  |
| Napa Town & Country Fair      | Napa, CA          | 3 Truss Light System, Spot Lights  |
| San Mateo County Fair         | San Mateo, CA     | 2 Truss Light System, 9 Lights, Moving Lights, Spot Lights                           |
| SnowGlobe Music Festival      | Lake Tahoe, CA    | Provided 60'x40' Load Bearing Stage  |
| SnowBall Music Festival       | Denver, CO        | Full Audio, Lighting, LED services   |
| Jason Miller                  | Jason_m@sonic.net |  |
| Creation West Festival        | Tri-Cities, WA    | Provided Staging, Lighting, Audio, Video, LED Services                               |
| Ben Walton/ GT Pro Production | benowalt@me.com   |  |
| Antelope Valley Fair          | Lancaster, CA     | 60'x40' Load Bearing Stage   |
| Debbie Smith                  | (661)942-2135     | 3 Truss Light System with 9 Lights, Spot Lights                                      |
| San Bernardino County Fair    | Victorville, CA   | 60'x40' Load Bearing Stage   |
| Ken Alstott                   | (760) 951-2419    | 2 Truss Light System, Spot Lights, 2 Light Trees                                     |
| KAT Country Listener          | Merced, CA        | 2 Truss Light System, Spot Lights  |
| Listener Appreciation Concert | Stockton, CA      | 40'x32' Load Bearing Stage, Concert Audio  |
| Mike Coffen                   | (209) 652-7476    | Lighting – Daylight Stage Wash   |
| Riverside County Fair         | Indio, CA         | 48'x32' Load Bearing Stage   |
| Judy Cuning                   | (559)877-8618     | 2 Truss Light System, Moving Lights, Spot Lights, Light Trees, Par 64's , Lekos      |
| Coastal Luxury Management     | Los Angeles, CA   | 32'x32' Load Bearing Stage   |
| LA Food and Wine              | (831)324-0771     | 2 Truss Light System, Moving lights, Spot Lights, Décor Lighting, Vdosc Audio System |
| David Bernal                  |                   |  |
| Sonoma-Marin Fair             | Petaluma, CA      | 48'x32' Load Bearing Stage   |
| Patricia Conklin              | (707)283-3247     | 2 Truss Light System, 9 Lights, Spot Lights  |
| Stanislaus County Fair        | Turlock, CA       | 48'x32' Load Bearing Stage   |
|                               | (209)668-1333     | 2 Truss Light System, Moving Lights, 9 Lights, Spot Lights, 8 Light System           |

L.B. Lights West, Inc. . 2488 Maggio Circle . Lodi, CA . 95240 . ph: (209) 333.0996



RFQ - Stage and Lighting Systems Services

**References – Letters of Recommendation:**

We are proud to have hundreds of satisfied customers in our history. Included here are 5 letters of recommendation from our happy customers. All letters are written by CEO's or Management of some of the outdoor festival-type productions that we have provided services for in the last year. Also included are the names, addresses, and telephone numbers for these references.

**Reference #1**

California Mid-State Fair  
Vivian Robertson - CEO  
P.O. Box 8  
Paso Robles, CA 93447  
(805) 239-0655  
(Letter of Recommendation Attached)

**Reference #2**

LA County Fair  
Dale Coleman – VP Sales, Marketing and Creative Programming  
P.O. Box 2250  
Pomona, CA 91769  
(909) 623-3111  
(Letter of Recommendation Attached)

**Reference #3**

Stanislaus County Fair  
Chris Borovansky, CEO  
900 North Broadway Avenue  
Turlock, CA 95380  
(209) 668-1333  
(Letter of Recommendation Attached)



RFQ - Stage and Lighting Systems Services

**References – Letters of Recommendation Continued:**

**Reference #4**

University of the Pacific  
Steven Whyte – University Event Manager  
3601 Pacific Avenue  
Stockton, CA 95211  
(209)946-2753  
(Letter of Recommendation Attached)

**Reference #5**

Wilson Events, Inc.  
Ethan Hirsch - VP  
515 B Street  
Petaluma, CA 94952  
(707) 763-9534  
(Letter of Recommendation Attached)



March 3, 2015

The Sixteenth District  
Agricultural Association

A California State Agency

To Whom It May Concern:

DIRECTORS:

DAVID BALDWIN  
Arroyo Grande

ROBERT BONESO  
Paso Robles

MARK BORJON  
Creston

CHRIS DARWAY  
Arroyo Grande

JEANNE DUGGER  
Paso Robles

DEE LACEY  
Paso Robles

ROBERT LILLEY  
Atascadero

JOHN PESCHONG  
Templeton

KARL WITTSTROM  
Paso Robles

VIVIAN ROBERTSON  
Chief Executive Officer

L.B. Lightswest, Inc. provides superior theatrical lighting with their high tech equipment at every grandstand and on grounds free stage shows presented during the annual California Mid-State Fair. The showcase of lighting produced provides an incredible dimension and superior class to the concerts each night that allow our patrons to experience maximum enjoyment during the shows.

During our 12-day event that hosts over 400,000 visitors, L.B. Lightswest, Inc. has performed within all contractual obligations and provides the personnel that demonstrate tremendous expertise and the highest degree of professionalism in operating the equipment. Their lighting equipment is state-of-the art and provides a colorful, and yet quite dramatic effect for our patrons.

Moreover, the willingness and customer service of L.B. Lightswest, Inc. is second to none, and for that, we are most grateful. We truly appreciate L.B. Lightswest, Inc. for their excellent equipment, professionalism and great service and it is without any hesitation that I highly recommend contracting with L.B. Lightswest, Inc. for all of your needs.

Warmest Regards,

Vivian Robertson  
CEO

*Home of the California Mid-State Fair*



March 4, 2015

To Whom It May Concern,

Please accept this letter of recommendation on behalf of L.B. Lights West and JM Video Production/ dba R&R Sound.

L.B. Lights West and JM Video Productions/ dba R&R Sound have provided lighting, audio, and video services during our End of Summer Concert Series, appearing 19 nights of the LA County Fair, for more than 10 years.

They have the latest equipment, well-trained personnel and a can-do attitude that makes working with them very easy. They arrive on time, do their job and handle any situation that may come up like the pros that they are.

It is without reservation that I would highly recommend L.B. Lights West and JM Video Productions/ dba R&R Sound for all of your professional lighting, audio, and video needs.

Should you wish to discuss their qualifications further, please do not hesitate to call or write.

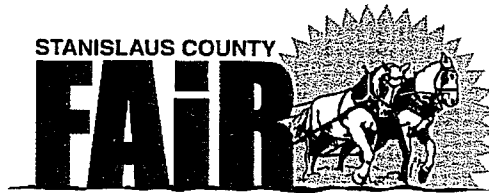
Sincerely,

A handwritten signature in black ink, appearing to read "Dale Coleman", with a long, sweeping underline.

Dale Coleman  
VP Sales, Marketing and Creative Programming

**FAIRPLEX.COM**

1101 W. MCKINLEY AVE., POMONA, CA 91768 • PHONE (909) 623-3111 • FAX (909) 623-9599



*imagine the fun!*

March 4, 2015

To Whom It May Concern:

Please accept this as a letter of recommendation for L.B. Lights West. The Stanislaus County Fairgrounds has utilized the services of L.B. Lights West for nearly twenty years. They have provided stages, sound, lights and audio visual equipment for our county fair, and other events held here. Both their equipment and service are first class, and they always go above and beyond to provide customer satisfaction. If a problem comes up, it's handled immediately, whether it's part of their agreement or not. They know their business, and I rely on them completely. If you want excellent equipment, outstanding service and worry free events, I urge you to use them. In my 35 years of managing fairs, concerts and events, L.B. Lights West is without a doubt one of the best and most professional companies I have encountered. It has been a pleasure working with them, and they'll continue to be a big part of the Stanislaus County Fair in the future.

I would be happy to provide additional information, should you find it helpful.

Sincerely,

Chris Borovansky, CEO

Stanislaus County Fairgrounds

*imagine*  *the*  *Fun!*

PROMOTING AGRICULTURE, EDUCATION, ENTERTAINMENT, AND TECHNOLOGY

900 North Broadway Avenue, Turlock, CA 95380 • (209) 668-1333 • Fax: (209) 668-0410 • [www.StanCoFair.com](http://www.StanCoFair.com)

Tuesday, March 31, 2015

# UNIVERSITY OF THE PACIFIC

## **Steven Whyte**

University Event Manager  
3601 Pacific Ave.  
Stockton, CA 95211  
209.946.2753 Office Phone  
209.642.0678 Mobile Phone  
swhyte@pacific.edu

To Whom It May Concern,

So, you are interested in conducting business with LB Lightswest Production Center and its subsidiaries JM Video, R&R Sound, and Rolling Stages. You have made an excellent choice. You are about to embark on a great relationship that can only enhance your professional experience and give you a new understanding of the word "excellence".

I have had the great fortune of working with the incredible people at LB Lightswest Production Center for nearly 30 years. In all that time, I have relied on their expertise, their integrity, their ingenuity, their creativity and their state of the art solutions to our technical needs. They consistently exceed my expectations.

I do have to say, that if your company or organization requires you to bid out the services that LB Lightswest Production Center can provide you, you will find suppliers that will give you a "lower bid" than LB Lightswest Production Center – yes they are out there. But you will not find another company that will provide you with the level of excellence that the people at LB Lightswest Production Center will. When your project has to be spot on – when your event has to be perfect – when there is no wriggle room for error, there is no better company to rely on than LB Lightswest Production Center. When your name is on your event, conference, wedding, concert, tradeshow, festival, gala...you have to hire the best. And the best is LB Lightswest Production Center.

I have always said that LB Lightswest Production Center is the Disneyland of the Technical Production Industry. Like the people who work for Disneyland, the LB Lightswest Production Center staff is amazingly courteous, superbly professional, calm, cool, fun and knowledgeable. They always put the customer first and treat every project as if it is the most important one in the world. The word "No" doesn't seem to be in their vocabulary.

You have made a very smart decision to check out LB Lightswest Production Center. My success in the event industry is a direct result of surrounding myself with companies like LB Lightswest Production Center. I wish you endless success in your endeavors. Do have an eventful day! Please do not hesitate to call me any time.

Regards,  
**University of the Pacific**

Steve Whyte  
University Event Manager

# WILSONEVENTS

INCORPORATED

March 3, 2015

To Whom It May Concern:

Please accept this letter of recommendation with regard to all LB Production Center companies including; LB LIGHTS WEST, INC., JM VIDEO PRODUCTIONS, R&R SOUND and ROLLING STAGES pertaining to their request to provide services to any event requiring the highest quality of staging, lights, sound and/or video equipment. We have utilized the services of LB Production companies for almost 30 years and are continually impressed by the enhanced level of professionalism, expertise and state-of-the-art equipment provided to their clients.

LBPC has always met or more often exceeded our expectations. Their services have often gone beyond the simple aspect of providing equipment for a special event. More specifically, LBPC has been the proven industry leader, continually receiving praise from our clients, artists and patrons relative to the quality of their equipment. A prime example of their expertise is our use and coordination of their rolling concert stage at the Los Angeles County Fair which requires an extensive level of proficiency and represents a prime example of LBPC's quality and hands on involvement with any project they participate. From multi-stage large scale festivals to meticulously designed corporate events, no one does it better than LB Production Center.

It has been my impression that the entire LBPC team is eager to please their clients and meet or exceed all necessary needs to provide for a successful event. Their adaptability to the constant changes that are sometimes required in producing a large-scale event is a great attribute.

Again, it has been a personal pleasure to work with LBPC in the past, and I can say that I have no hesitation in recommending them for any event they propose.

Should you require any additional information, or wish to discuss the performance of LBPC and its respective companies in greater detail, please feel free to contact me.

Respectfully,



Ethan Hirsch  
VP



**PROPOSER/CONTACTOR STATUS FORM**

**PAGE 1 OF 2**

CONTRACTOR'S NAME L.B. Lights West, Inc COUNTY San Joaquin  
ADDRESS: 2488 Maggio Circle FEDERAL ID# 68-0137656  
CITY: Lodi, CA 95240 ZIP 95240

**STATUS OF CONTRACTOR PROPOSING TO DO BUSINESS (please check one)**

INDIVIDUAL  LIMITED PARTNERSHIP  GENERAL  
 PARTNERSHIP  CORPORATION

**INDIVIDUAL** (Please Check One)  RESIDENT  NON-RESIDENT

If a sole partnership, state the true name of sole proprietor: (i.e., John Roe Smith; not J. Roe Smith or not John R. Smith)  
\_\_\_\_\_

**PARTNERSHIP (PLEASE CHECK ONE)**

LIMITED PARTNERSHIP  GENERAL PARTNERSHIP

If a partnership, list each partner identifying whether limited partner (s), stating their true full name and their interest in the partnership:  
\_\_\_\_\_  
\_\_\_\_\_

**CORPORATION** PLACE AND DATE OF INCORPORATION CA 8/31/1987 #D-1594992

COPY OF STATE OF CALIFORNIA EMPLOYERS DE6 FORM. YES  NO

IF NOT A CALIFORNIA CORPORATION IN GOOD STANDING, PLEASE STATE THE DATE THE CORPORATION WAS AUTHORIZED TO DO BUSINESS IN CALIFORNIA: \_\_\_\_\_

**CURRENT OFFICERS:**

PRESIDENT: Leo Burke III VICE PRESIDENT: LaNise Burke

SECRETARY: LaNise Burke TREASURER: Leo Burke III

OTHER OFFICERS: N/A

**ALL MUST ANSWER:**

ARE YOU SUBJECT TO FEDERAL BACKUP WITHHOLDING? NO

**PROPOSER/CONTRACTOR STATUS FORM**

**PAGE 2 OF 2**

**FICTITIOUS NAME**

If contractor is doing business under a fictitious business name and will be performing under the fictitious name, please attach a clearly legible copy of the current fictitious filing.

**PENDING LITIGATION HEARINGS**

Are any civil or criminal litigation or administrative hearings currently pending against the proposer's organization, owners, officers, or employees? If yes, please state the case number, agency, or court where pending and status of litigation or hearing:

\_\_\_\_\_ N/A \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

We reserve the right to verify the information provided on this form by the proposer during the RFQ process. By signing this form, you are authorizing the release of any and all information pertaining to yourself and business in which you participate or have participated, including information of a confidential or privileged nature in the possession of government or private agencies or individual who furnish such information from liability for damages which may result from furnishing the information requested.

I declare under penalty of perjury that the above information is true and correct and that I am authorized to sign this status form on behalf of the proposer/contractor.

\_\_\_\_\_  
SIGNATURE

Leo Burke III  
\_\_\_\_\_  
PRINT NAME

If this status form is not completely filled out, signed and submitted with proposer's response to the RFQ, the bid will be rejected as non-responsive. Any false or misleading information will cause the bid to be rejected as non-responsive.



RFQ - Stage and Lighting Systems Services

**Bidder/Contractor Status Form:**

Please see the attached corporate resolution and minutes showing authorization of Owner/President of L.B. Lights West, Inc., Leo P. Burke III, to sign all forms included in this RFP.

BYLAWS FOR THE REGULATION EXCEPT AS OTHERWISE PROVIDED  
BY STATUTE OR ITS ARTICLES OF INCORPORATION  
OF

L B LIGHTSWEST  
A California Corporation

ARTICLE I. OFFICES

Section 1. Principal Executive Office. The principal executive office of the Corporation is hereby fixed and located at: 1321 West Oak Street, Stockton, CA 95203\*. The Board Directors (herein called the "Board") is hereby granted full power and authority to change said principal executive office from one location to another. Any such change shall be made by amendment of this Section to state the new location.

Section 2. Other Offices. Branch or subordinate offices may be established at any time by the Board at any place or places.

ARTICLE II. SHAREHOLDERS

Section 1. Place of Meetings. Meetings of shareholders shall be held either at the principal executive office of the Corporation or at any other place within or without the State of California which may be designated either by the Board or by the written consent of all persons entitled to vote there at, given either before or after the meeting and filed with the Secretary.

Section 2. Annual Meetings. The annual meeting of shareholders shall be held on September 2nd at 10:00 A.M. local time or such other date or such other time as may be fixed by the Board; provided, however, that should said day fall upon a Saturday, Sunday, or legal holiday observed by the Corporation at its principal executive office, then any such annual meeting of shareholders shall be held at the same time and place on the next day thereafter ensuing which is a full business day. At such meetings, Directors shall be elected and any other proper business may be transacted.

Section 3. Special Meetings. Special meetings of the shareholders may be called at any time by the Board, the Chairman of the Board, the President, or by the holders of shares entitled to cast not less than ten (10) percent of the votes of such meeting. Upon request in writing to the Chairman of the Board, the President, any Vice-President or the Secretary by any person (other than the Board) entitled to call a special meeting of shareholders, the officer forthwith shall cause notice to be given to the shareholders entitled to vote that a meeting will be held at a time requested by the person or persons calling the meeting, not less than thirty-five (35) nor more than sixty (60) days after

(e) To borrow money and incur indebtedness for the purposes of the Corporation, and to cause to be executed and delivered therefor, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, or other evidences of debt and securities therefor.

Section 2. Number and Qualification of Directors. The authorized number of Directors shall be two (2) until changed by amendment of the Articles or a Bylaw duly adopted by the shareholders amending this Section 2. The names and addresses of the first Directors appointed by the Incorporator are:

|           |   |
|-----------|---|
| LEO BURKE | 1321 West Oak Street<br>Stockton, CA 95203* |
|-----------|---|

|              |   |
|--------------|---|
| LANISE BURKE | 1321 West Oak Street<br>Stockton, CA 95203* |
|--------------|---|

Section 3. Election and Term of Office. The Directors shall be elected at each annual meeting of shareholders, but if any such annual meeting is not held or the Directors are not elected thereat, the Directors may be elected at any special meeting of shareholders held for that purpose. Each Director shall hold office until the next annual meeting and until a successor has been elected and qualified.

Section 4. Vacancies. Any Director may resign effective upon giving written notice to the Chairman of the Board, the President, the Secretary, or the Board, unless the notice specifies a later time for the effectiveness of such resignation. If the resignation is effective at a future time, a successor may be elected to take office when the resignation becomes effective.

Vacancies in the Board, except those existing as a result of a removal of a Director, may be filled by a majority of the remaining Directors, though less than a quorum, or by a sole remaining Director, and each Director so elected shall hold office until the next annual meeting and until such Director's successor has been elected and qualified.

A vacancy or vacancies in the Board shall be deemed to exist in case of the death, resignation, or removal of any Director, or if the authorized number of Directors be increased, or if the shareholders fail, at any annual or special meeting of shareholders at which any Director or Directors are elected, to elect the full authorized number of Directors to be voted for at the meeting.

The Board may declare vacant the office of a Director who has been declared of unsound mind by an order of Court or convicted of

entitled to vote for the election of Directors and their shareholdings, as of the most recent record date for which it has been compiled or as of a date specified by the shareholder subsequent to the date of demand.

(b) The record of shareholders shall also be open to inspection and copying by any shareholder or holder of voting trust certificate at any time during usual business hours upon written demand on the Corporation, for a purpose reasonably related to such holder's interest as a shareholder or holder of a voting trust certificate.

(c) The accounting books and records and minutes of proceedings of the shareholders and the Board and committees of the Board shall open to inspection upon written demand on the Corporation of any shareholder or holder of a voting trust certificate at any reasonable time during usual business hours, for a purpose reasonably related to such holder's interests as a shareholder or as a holder of such voting trust certificate.

(d) Any inspection and copying under this Article may be made in person or by agent of attorney.

Section 2. Inspection of Bylaws. The Corporation shall keep in its principal executive office in the State of California, or, if its principal executive office is not in such state, at its principal business office in such State, the original or a copy of these Bylaws as amended to date, which shall be open to inspection by shareholders at all reasonable times during office hours. If the principal executive office of the Corporation is outside of the State of California and the Corporation has no principal business office in such state, it shall upon the written request of any shareholder to furnish such shareholder a copy of these Bylaws as amended to date.

Section 3. Endorsement of Documents; Contracts. Subject to the provisions of applicable law, any note, mortgage, evidence of indebtedness, contract, share certificate, conveyance, or other instrument in writing and any assignment or endorsements thereof executed or entered into between the Corporation and any other person, when signed by the Chairman of the Board, the President or any Vice President, and the Secretary, any Assistant Secretary, the Treasurer or any Assistant Treasurer of the Corporation shall be valid and binding on the Corporation in the absence of actual knowledge on the part of the other person that the signing officers had not authority to execute the same. Any such instruments may be signed by the other person or persons and in such manner as from time to time shall be determined by the Board and, unless so authorized by the Board, no officer, agent or employee shall have any power or authority to bind the Corporation

prohibits or otherwise limits indemnification; or

(b) That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

Section 9. Insurance. The Corporation shall have power to purchase and maintain insurance on behalf of any agent of the Corporation against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such whether or not the Corporation would have the power to indemnify the agent against such liability under the provisions of this Article.

Section 10. Nonapplicability to Fiduciaries of Employee Benefit Plans. This Article does not apply to any proceeding against any trustee, investment manager, or other fiduciary of an employee benefit plan in such person's capacity as such, even though such person may also be an agent of the Corporation as defined in Section 1 of this Article. The Corporation shall have power to indemnify such trustee, investment manager or other fiduciary to the extent permitted by subdivision (f) of Section 207 of the California Corporations Code.

#### ARTICLE VII. AMENDMENTS.

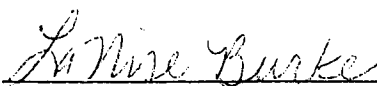
These Bylaws may be amended or repealed either by approval of the outstanding shares (as defined in Section 152 of the California General Corporation Law) or by the approval of the Board; provided, however, that after the issuance of shares, a Bylaw specifying or changing a fixed number of Directors or a maximum or minimum number of changing from a fixed to a variable number of Directors or vice versa may only be adopted by approval of the outstanding shares and a Bylaw reducing the fixed number or the minimum number of Directors to a number less than five (5) shall be subject to the provisions of Section 212(a) of the California General Corporation Law.

#### CERTIFICATE OF SECRETARY

I certify that:

1. I am the Secretary of L B LIGHTSWEST, a California corporation.
2. The attached Bylaws are the Bylaws of the Corporation approved by the Board of Directors on September 2, 1987.

Date: September 2, 1987

  
\_\_\_\_\_  
LaNise Burke, Secretary

**MINUTES OF ANNUAL MEETING OF**  
**SHAREHOLDER AND BOARD OF DIRECTORS OF**  
**L.B. LIGHTSWEST**

In accordance with the Bylaws of L.B. LIGHTSWEST, the shareholders and Board of Directors of that corporation, on September 16, 2014 held the combined annual meeting.

The only shareholder of the corporation continues to be LEO P. BURKE, III and LaNISE J. BURKE as co-trustees of the LEO P. BURKE, III and LaNISE J. BURKE 2004 REVOCABLE TRUST.

LEO P. BURKE, III and LaNISE J. BURKE will continue to represent the corporation as members of its Board of Directors and, in addition, will represent the corporation in the official capacities presently held by each of them, namely, LEO P. BURKE, III as President, Chief Financial Officer and Agent for Service of Process and LaNISE J. BURKE as Vice President and Secretary.

When requested, the corporation continues to receive legal and accounting services, respectively, by HOWARD L. SELIGMAN of the law firm of SELIGMAN & WILLETT, INC. and EDWARD T. BURKE, certified public accountant.

The purpose of the meeting was to review the overall business activities of the corporation for the 2013 calendar year. It remains classified as an "S" corporation for income tax purposes.





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**CALIFORNIA PROFILE**

|                       |   |                   |                |
|-----------------------|---|-------------------|----------------|
| BidSync Supplier Name | LB LIGHTSWEST   | Supplier Number   | 32591          |
| Legal Business Name   | LB LIGHTSWEST   | DBA Business Name | LB LIGHTSWEST  |
| Address               | 2488 MAGGIO CIR<br>LODI, CA 95240   | Phone             | (209) 333-0996 |
|                       |   | FAX               | (209) 333-2312 |
| Email                 | <a href="mailto:reburke@hotmail.com">reburke@hotmail.com</a>  |                   |                |
| Web Page              | <a href="http://www.lbproductioncenter.com">http://www.lbproductioncenter.com</a>   |                   |                |
| Number of Employees   | 54  |                   |                |
| Business Types        | Service<br>Non-Manufacturer   |                   |                |
| Service Areas         | Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Orange, Placer, Plumas, Riverside, Sacramento, San Benito, San Bernardino, San Diego, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Ventura, Yolo, Yuba, |                   |                |
| Keywords              | theatrical producers except motion picture misc. services staging audio video lighting  |                   |                |
| Classifications       | 391120 - Portable and Temporary Lighting and accessories<br>391123 - Stage and studio lighting and accessories<br>391124 - Stage and studio lighting dimming and control devices<br>391211 - Distribution and control centers and accessories<br>451118 - Video and combination video and audio presentation equipment and hardware and controllers<br>451216 - Camera accessories  |                   |                |
| View Options          | <a href="#">View Application</a>  |                   |                |
| Edit Options          | <a href="#">Amend Application</a>   <a href="#">Register as Disabled Veteran Business Enterprise (DVBE)</a>   |                   |                |

**Active Certifications**

[Register as Disabled Veteran Business Enterprise \(DVBE\)](#)

| TYPE | STATUS   | STATUS DATE | FROM         | TO           | ACTIONS |
|------|----------|-------------|--------------|--------------|---------|
| SB   | Approved | May 9, 2014 | Aug 28, 2013 | Aug 31, 2016 |         |

**Certification History**

| TYPE | STATUS   | STATUS DATE  | FROM         | TO           |
|------|----------|--------------|--------------|--------------|
| SB   | Expired  | Aug 28, 2013 | Aug 22, 2012 | Aug 31, 2013 |
| SB   | Canceled | Aug 22, 2012 |              |              |
| SB   | Expired  | Jul 1, 2012  | Jun 21, 2011 | Jun 30, 2012 |
| SB   | Expired  | Jun 1, 2011  | May 5, 2010  | May 31, 2011 |
| SB   | Expired  | May 5, 2010  | May 19, 2009 | May 30, 2010 |
| SB   | Expired  | May 19, 2009 | Jun 12, 2008 | May 19, 2009 |
| SB   | Expired  | Mar 1, 2006  | Jul 26, 2006 | Jun 30, 2008 |
| SB   | Expired  | Feb 26, 2003 | Mar 28, 2003 | Feb 28, 2006 |

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Customer Support - [vendorsupport@bidsync.com](mailto:vendorsupport@bidsync.com) or 800-990-9339

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/24/2014

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

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

|   |   |                                      |
|---|---|--------------------------------------|
| <b>PRODUCER</b><br>Winton Ireland Strom & Green<br>License# 0596517<br>1100 14th Street Suite C<br>Modesto CA 95354 | <b>CONTACT NAME:</b> Wendy Gatehouse<br><b>PHONE (A/C No. Ext):</b> (209) 529-3480<br><b>E-MAIL ADDRESS:</b> wgatehouse@wintonireland.com | <b>FAX (A/C No.):</b> (209) 529-6963 |
|   | <b>INSURER(S) AFFORDING COVERAGE</b>  |                                      |
| <b>INSURED</b><br>LB Lights West, Inc.<br>2488 Maggio Circle<br>Lodi CA 95240                                       | <b>INSURER A:</b> Fireman's Fund Insurance Co.  | <b>NAIC #</b><br>21873               |
|   | <b>INSURER B:</b>   |                                      |
|   | <b>INSURER C:</b>   |                                      |
|   | <b>INSURER D:</b>   |                                      |
|   | <b>INSURER E:</b>   |                                      |
|   | <b>INSURER F:</b>   |                                      |

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE  | ADDL INSR                                 | SUBR WVD                     | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|---|------------------------------|---------------|-------------------------|-------------------------|---|
| A        | GENERAL LIABILITY  |   |                              | AZC80892686   | 12/31/2014              | 12/31/2015              | EACH OCCURRENCE \$ 1,000,000                            |
|          | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY   |   |                              |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000    |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                           |   |                              |               |                         |                         | MED EXP (Any one person) \$ 10,000                      |
|          |  |   |                              |               |                         |                         | PERSONAL & ADV INJURY \$ Included                       |
|          |  |   |                              |               |                         |                         | GENERAL AGGREGATE \$ 2,000,000                          |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:   |   |                              |               |                         |                         | PRODUCTS - COMP/OP AGG \$ Included                      |
|          | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC |   |                              |               |                         |                         | \$  |
| A        | AUTOMOBILE LIABILITY   |   |                              | AZC80892686   | 12/31/2014              | 12/31/2015              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000        |
|          | <input type="checkbox"/> ANY AUTO  |   |                              |               |                         |                         | BODILY INJURY (Per person) \$                           |
|          | <input type="checkbox"/> ALL OWNED AUTOS   | <input type="checkbox"/> SCHEDULED AUTOS  |                              |               |                         |                         | BODILY INJURY (Per accident) \$                         |
|          | <input type="checkbox"/> HIRED AUTOS   | <input type="checkbox"/> NON-OWNED AUTOS  |                              |               |                         |                         | PROPERTY DAMAGE (Per accident) \$                       |
|          |  |   |                              |               |                         |                         | Medical payments \$                                     |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB  | <input checked="" type="checkbox"/> OCCUR |                              | XAU57953598   | 12/31/2014              | 12/31/2015              | EACH OCCURRENCE \$ 4,000,000                            |
|          | <input type="checkbox"/> EXCESS LIAB   | <input type="checkbox"/> CLAIMS-MADE      |                              |               |                         |                         | AGGREGATE \$ 4,000,000                                  |
|          | DED  | RETENTION \$                              |                              |               |                         |                         | \$  |
| A        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  |   |                              | AZN80892686   | 12/31/2014              | 12/31/2015              | <input checked="" type="checkbox"/> WC STATUTORY LIMITS |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                              | <input checked="" type="checkbox"/> Y     | <input type="checkbox"/> N/A |               |                         |                         | E.L. EACH ACCIDENT \$ 1,000,000                         |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below   |   |                              |               |                         |                         | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000                 |
|          |  |   |                              |               |                         |                         | E.L. DISEASE - POLICY LIMIT \$ 1,000,000                |
| A        | Rented/Leased Equipment  |   |                              | MSF07007109   | 12/31/2014              | 12/31/2015              | Limit of \$2,298,840.<br>\$2,500. Deductible            |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
That the State of California, the District Agricultural Association, County in which the County Fair is located, Lessors/Sublessors if fair site is leased/subleased, Citrus Fruit Fair, or California Exposition and State Fair are hereby included as Additional Insureds as required by written contract.

|  |   |
|--|---|
| <b>CERTIFICATE HOLDER</b><br>California Fair Services<br>Authority, Attn: Risk<br>Management<br>1776 Tribute Road, Suite 100<br>Sacramento, CA 95815 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|  | <b>AUTHORIZED REPRESENTATIVE</b><br>Wendy Gatehouse/WEGA <i>Wendy Gatehouse</i>   |



L.B. Lights West . 2488 Maggio Circle . Lodi, CA 95240 . PH- (209) 333.0996 . FAX- (209) 333.2312

L.B. Lights West, Inc.  
Proposal for the Riverside County Fair  
& National Date Festival  
Stage and Lighting System Equipment and Services  
July 8, 2015

**RFQ**  
**Financial Proposal**

**FINANCIAL PROPOSAL FORM  
STAGE AND LIGHTING EQUIPMENT  
(PLEASE SUBMIT TWO ORIGINAL COPIES)**

I HEREBY SUBMIT THE FOLLOWING BID FOR STAGE AND LIGHTING SYSTEMS SERVICES ON THE GROUNDS OF THE RIVERSIDE COUNTY FAIR & NATIONAL DATE FESTIVAL FOR A PERIOD OF ONE (1) YEAR WITH THREE (3) ONE YEAR OPTION.

2016, 1<sup>ST</sup> -YEAR CONTRACT \$ 94,000  
2017, 2<sup>ND</sup> -YEAR CONTRACT \$ 104,000  
2018, 3<sup>RD</sup> -YEAR CONTRACT \$ 104,000  
2019, 4<sup>TH</sup> -YEAR CONTRACT \$ 104,000

TOTAL FOUR YEAR BID \$ 406,000

ARE YOU CLAIMING PREFERENCES AS A SMALL BUSINESS: X YES      NO

If yes, the proposer must submit OSMB's Small Business Certification Approval Letter with the technical proposal package.

**All proposers must fill** in the following information and sign this form in order for the "Financial Proposal Form" to be considered.

LB Lights West, Inc  
FIRM NAME

209 333-0996  
PHONE NUMBER

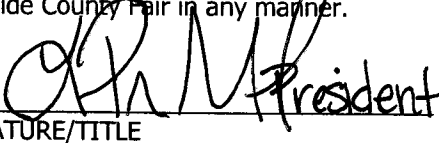
2488 Maggio Circle  
ADDRESS

95240  
CITY/ZIP CODE

68-0137656  
TAXPAYER ID NUMBER

Proposer certifies to that proposer has thoroughly familiarized self with the Riverside County Fair facilities and accepts all reasonable disclosed risks in submitting this proposal that a prudent review of the facility would have revealed.

By its signature on this proposal form, the proposer certifies that he/she has read and understood the RFQ package including the information regarding bid protests. Further, proposer certifies that the information provided by the proposer is accurate, true and correct, and not intended to mislead the Riverside County Fair in any manner.

 President  
SIGNATURE/TITLE

7.8.15  
DATE