



MARK PESTRELLA, Director

## COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

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IN REPLY PLEASE  
REFER TO FILE

# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

34 August 6, 2019

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

Dear Supervisors:

CELIA ZAVALA  
EXECUTIVE OFFICER

**SERVICES CONTRACT  
TRANSPORTATION CORE SERVICE AREA  
AWARD OF SERVICES CONTRACT FOR WATER TRUCK SERVICES  
IN THE AREAS OF NORTH LOS ANGELES COUNTY  
(SUPERVISORIAL DISTRICT 5)  
(3 VOTES)**

### **SUBJECT**

Public Works is seeking Board approval to award a services contract to Spadaro Enterprises, Inc., a Local Small Business Enterprise, for water truck services in the unincorporated communities of North Los Angeles County.

### **IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the contract service is categorically exempt from the provisions of the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
2. Find that this service can be more economically performed by an independent contractor than by County employees.
3. Award the contract for Water Truck Services to Spadaro Enterprises, Inc., a Local Small Business Enterprise, and direct the Chair to execute the contract. This contract will be for a period of 1 year with four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 66 months and a maximum potential contract sum of \$5,959,300.

4. Delegate authority to the Director of Public Works or his designee to renew the contract for each additional renewal option and extension period if, in the opinion of the Director of Public Works or his designee, Spadaro Enterprises, Inc., a Local Small Business Enterprise, has successfully performed during the previous contract period and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Director of Public Works or his designee, it is in the best interest of the County to do so.

5. Delegate authority to the Director of Public Works or his designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum, which is included in the maximum potential contract sum for unforeseen additional work within the scope of the contract, if required.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommended action will award a contract to Spadaro Enterprises, Inc., a Local Small Business Enterprise, to provide water truck services at various Public Works facilities, such as, but not limited to, street and road rights of way, including parkways and medians. Water truck services include the delivery and application of water for maintenance and grading activities and to control fugitive dust on dirt roads within the unincorporated areas of North Los Angeles County.

The current contract will expire on September 30, 2019. The award of this contract will continue the current service by the recommended contractor.

### **Implementation of Strategic Plan Goals**

The County Strategic Plan directs the provision of Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability. Public Works will support these goals by engaging a contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

These amounts are based on Public Works' estimated annual utilization of the contractor's service at the hourly rates quoted by the contractor. The terms and sums for each term of the maximum contract period are as follows:

The sum for the initial term is \$982,860.

The sum for the first option term is \$985,588.

The sum for the second option term is \$985,750.

The sum for the third option term is \$985,688.

The sum for the fourth and final option term is \$985,106.

The sum for the month-to-month option to extend up to 6 months is \$492,553.

Any unused authorized amounts up to 25 percent from the previous contract terms will roll over into subsequent renewal terms. The maximum potential contract sum is \$5,959,300 for the maximum contract period of 66 months. The total maximum contract sum includes 10 percent of the annual contract sum for unforeseen additional work within the scope of the contract.

Funding for these services is included in the Road Fund Fiscal Year 2019-20 Budget. Funds to finance this contract's future and option years including 10 percent additional funding for contingencies will be requested through the annual budget process.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The recommended contractor is Spadaro Enterprises, Inc., a Local Small Business Enterprise, located in Lancaster, California. This contract will commence on October 1, 2019, for a period of 1 year. With the Board's delegated authority, Public Works may renew the contract for four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential total contract term of 66 months.

County Counsel has approved the recommended contract as to form and has been executed by Spadaro Enterprises, Inc., a Local Small Business Enterprise (Enclosure A). The recommended contract was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements.

A standard service contract has been used that contains terms and conditions in compliance with the Board's ordinances, policies, and programs. Enclosure B reflects the proposer's utilization participation and community business enterprise program information. Data regarding the proposer's minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

This work is being contracted in accordance with procedures authorized under County Charter, Section 44.7, Part 3, and Chapter 2.121 (Contracting with Private Business) of the Los Angeles County Code. The mandatory requirements for contracting set forth in the Los Angeles County Code, Section 2.121.380, have been met.

The contractor has agreed to pay its full-time employees the current Living Wage Rate approved by the Board on December 1, 2015, and to comply with the County's Living Wage reporting requirements. The County's Proposition A and Living Wage Ordinance (LWO) provisions apply to this proposed contract, as County employees can perform these contracted services. The contract complies with all of the requirements of the County Code, Section 2.201. In addition, the contractor understands and agrees that this contract work involves public work as defined by Section 1720 of the California Labor Code. The contractor represents and warrants that the contract is in full compliance with the applicable provisions of the Labor Code relating to payment of prevailing wages for all prevailing wage work.

Using methodology approved by the Auditor-Controller, the Proposition A cost analysis indicates that the recommended contracted services can be performed more economically by the private sector.

### **ENVIRONMENTAL DOCUMENTATION**

These services are categorically exempt from the provisions of the California Environmental Quality Act. These services are within the class of projects that have been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15301 (c) of the California Environmental Quality Act.

## **CONTRACTING PROCESS**

On January 23, 2019, a notice of the Request for Proposals (RFP) was placed on the County's "Doing Business With Us" website (Enclosure C); Public Works' "Do Business with Public Works" website; Twitter; and advertisements were placed in the Los Angeles Daily Journal, Los Angeles Sentinel, and La Opinión. Also, Public Works informed 1,373 Local Small Business Enterprises; 157 Disabled Veteran Business Enterprises; 139 Social Enterprises; 624 Community Business Enterprises; and 72 independent contractors, various business development centers, and municipalities about this business opportunity.

On February 26, 2019, one proposal was received. The proposal was evaluated by an evaluation committee consisting of Public Works staff. The evaluation was based on criteria described in the RFP, which included the price, experience, work plan, financial resources, references, equipment, and demonstrated control over labor/payroll recordkeeping utilizing the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that this contract be awarded to the highest rated, apparent responsive and responsible proposer, Spadaro Enterprises, Inc., a Local Small Business Enterprise, located in Lancaster, California. Public Works believes the contractor's price to be reasonable for the work requested.

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

## **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The award of this contract will continue the services without disruption to the public and will not result in the displacement of any County employees as this service is presently contracted with the private sector.

**CONCLUSION**

Please return one adopted copy of this Board letter along with the Contractor Execute and Department Conform originals of the contract to Public Works, Business Relations and Contracts Division. The original Board Execute copy should be retained for your files.

Respectfully submitted,



MARK PESTRELLA

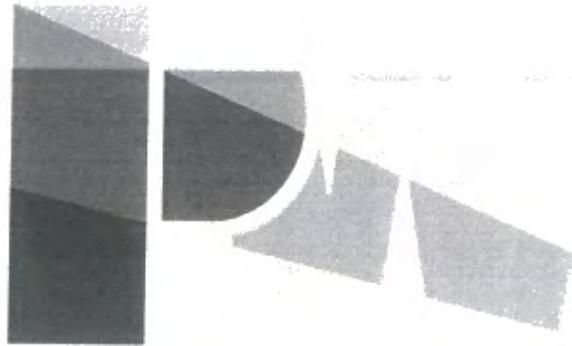
Director

MP:JQ:ep

Enclosures

c: Chief Executive Office (Chia-Ann Yen)  
County Counsel  
Executive Office  
Internal Services Department, Contracts Division

# Agreement



BY AND BETWEEN

LOS ANGELES COUNTY,  
PUBLIC WORKS

AND

SPADARO ENTERPRISES, INC.

FOR

WATER TRUCK SERVICES (BRC0000048)

78972

## TABLE OF CONTENTS

### AGREEMENT FOR

#### WATER TRUCK SERVICES (BRC0000048)

	PAGE
<b>AGREEMENT .....</b>	1-4
<b>EXHIBIT A Scope of Work .....</b>	A.1-10
<b>EXHIBIT A.1 Schedule of Prices .....</b>	1-5
<b>EXHIBIT A.2 Staffing Plan and Cost Methodology .....</b>	1-5
<b>EXHIBIT B Service Contract General Requirements</b>	
Section 1    Interpretation of Contract	
A.    Ambiguities or Discrepancies .....	B.1
B.    Definitions .....	B.1
C.    Headings .....	B.3
Section 2    Standard Terms and Conditions Pertaining to Contract Administration	
A.    Amendments.....	B.4
B.    Assignment and Delegation .....	B.4
C.    Authorization Warranty .....	B.5
D.    Budget Reduction .....	B.5
E.    Complaints .....	B.6
F.    Compliance with Applicable Laws .....	B.6
G.    Compliance with Civil Rights Laws .....	B.7
H.    Confidentiality.....	B.7
I.    Conflict of Interest .....	B.8
J.    Consideration of Hiring County Employees Targeted for Layoffs or Former County Employees on Reemployment List .....	B.8
K.    Consideration of Hiring GAIN and GROW Participants.....	B.9
L.    Contractor's Acknowledgment of County's Commitment to Child Support Enforcement .....	B.9
M.    Contractor's Charitable Activities Compliance .....	B.9
N.    Contractor's Warranty of Adherence to County's Child Support Compliance Program .....	B.10
O.    County's Quality Assurance Plan .....	B.10
P.    Damage to County Facilities, Buildings, or Grounds .....	B.10
Q.    Employment Eligibility Verification .....	B.11
R.    Facsimile Representations.....	B.11
S.    Fair Labor Standards .....	B.11
T.    Force Majeure.....	B.12
U.    Governing Laws, Jurisdiction, and Venue.....	B.12
V.    Most Favored Public Entity.....	B.12
W.    Nondiscrimination and Affirmative Action.....	B.13
X.    Nonexclusivity.....	B.14
Y.    No Payment for Services Provided Following Expiration/Suspension/Termination of Contract.....	B.14
Z.    Notice of Delays.....	B.14
AA.    Notice of Disputes.....	B.14
BB.    Notice to Employees Regarding the Federal Earned Income Credit....	B.15

CC.	Notices.....	B.15
DD.	Publicity.....	B.15
EE.	Public Records Act.....	B.16
FF.	Record Retention and Inspection/Audit Settlement.....	B.16
GG.	Recycled-Content Paper Products.....	B.18
HH.	Contractor's Employee Criminal Background Investigation.....	B.18
II.	Subcontracting.....	B.19
JJ.	Validity.....	B.20
KK.	Waiver.....	B.20
LL.	Warranty Against Contingent Fees.....	B.20
MM.	Time Off for Voting.....	B.20
NN.	Local Small Business Enterprise Utilization.....	B.21
OO.	Compliance with County's Zero Tolerance Human Trafficking.....	B.21
PP.	Method of Payment and Required Information.....	B.22
QQ.	Compliance with Fair Chance Employment Practices.....	B.22
RR.	Compliance with the County Policy of Equity.....	B.22
Section 3	Terminations/Suspensions	
A.	Termination/Suspension for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program .....	B.24
B.	Termination/Suspension for Convenience .....	B.24
C.	Termination/Suspension for Default .....	B.25
D.	Termination/Suspension for Improper Consideration .....	B.26
E.	Termination/Suspension for Insolvency .....	B.27
F.	Termination/Suspension to Nonadherence to County Lobbyists Ordinance .....	B.27
G.	Termination/Suspension for Nonappropriation of Funds .....	B.27
Section 4	General Conditions of Contract Work	
A.	Authority of Public Works and Inspection .....	B.28
B.	Cooperation .....	B.28
C.	Cooperation and Collateral Work .....	B.28
D.	Equipment, Labor, Supervision, and Materials .....	B.28
E.	Gratuitous Work .....	B.28
F.	Jobsite Safety .....	B.28
G.	Labor .....	B.29
H.	Labor Law Compliance .....	B.29
I.	Overtime .....	B.29
J.	Permits/Licenses .....	B.29
K.	Prohibition Against Use of Child Labor .....	B.29
L.	Public Convenience .....	B.30
M.	Public Safety .....	B.30
N.	Quality of Work .....	B.30
O.	Quantities of Work .....	B.30
P.	Safety Requirements .....	B.30
Q.	Storage of Materials and Equipment .....	B.31
R.	Transportation .....	B.31
S.	Work Area Controls .....	B.31
T.	County Contract Database/CARD.....	B.31

Section 5	Indemnification and Insurance Requirements	
	A. Independent Contractor Status .....	B.32
	B. Indemnification .....	B.32
	C. Workplace Safety Indemnification .....	B.32
	D. General Insurance Requirements .....	B.33
	E. Compensation for County Costs .....	B.37
	F. Insurance Coverage Requirements .....	B.37
Section 6	Contractor Responsibility and Debarment	
	A. Responsible Contractor .....	B.38
	B. Chapter 2.202 of the County Code.....	B.38
	C. Nonresponsible Contractor .....	B.38
	D. Contractor Hearing Board .....	B.38
	E. Subcontractors of Contractor .....	B.39
	F. Prohibition of Contract with Suspended, Debarred, Ineligible or Excluded Contractor by Federal or State Government.....	B.40
Section 7	Compliance with County's Jury Service Program	
	A. Jury Service Program .....	B.41
	B. Written Employee Jury Service Policy .....	B.41
Section 8	Safely Surrendered Baby Law Program	
	A. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law .....	B.43
	B. Notice to Employees Regarding the Safely Surrendered Baby Law..	B.43
Section 9	Compliance with County's Living Wage Program	
	A. Living Wage Program.....	B.44
	B. Payment of Living Wage Rates.....	B.44
	C. Contractor's Submittal of Certified Monitoring Reports.....	B.45
	D. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims.....	B.45
	E. County Auditing of Contractor Records.....	B.46
	F. Notifications to Employees.....	B.46
	G. Enforcement and Remedies.....	B.46
	H. Use of Full-Time Employees.....	B.48
	I. Contractor Retaliation Prohibited.....	B.48
	J. Contractor Standards.....	B.49
	K. Neutrality in Labor Relations.....	B.49
Section 10	Social Enterprise Preference Program.....	B.50
Section 11	Local Small Business Enterprise Preference Program.....	B.51
Section 12	Disabled Veteran Business Enterprise Preference Program.....	B.52
Section 13	Compliance with County's Defaulted Property Tax Reduction Program.....	B.53
Section 14	Prevailing Wage.....	B.54

**EXHIBIT C Internal Revenue Service Notice 1015**

**EXHIBIT D Safely Surrendered Baby Law Posters**

**EXHIBIT E Defaulted Property Tax Reduction Program**

**EXHIBIT F Performance Requirements Summary**

**EXHIBIT G Los Angeles County Public Works Water Trucks Map**

**EXHIBIT H Water Truck Service Form**

**EXHIBIT I Water Usage Log**

AGREEMENT FOR  
WATER TRUCK SERVICES (BRC0000048)

THIS AGREEMENT, made and entered into this 6th day of August, 2019, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and Spadaro Enterprises, Inc., a California Corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on February 26, 2019, hereby agrees to provide services as described in this Contract for Water Truck Services.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Performance Requirements Summary; Exhibit G, Los Angeles County Public Works Water Trucks Map; Exhibit H, Water Truck Service Form; and Exhibit I, Water Usage Log; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Forms PW-2.1 through PW-2.6, an amount not to exceed the maximum potential contract sum of \$5,417,545 for the entire contract period plus any remaining amount unused from the previous Contract term(s), or such greater amount as the Board may approve (Maximum Contract Sum). The sum for the initial term is \$982,860; the sum for the first optional term is \$985,588; the sum for the second optional term is \$985,750; the sum for the third optional term is \$985,688; the sum for the fourth and final optional term is \$985,106; and a month-to-month extension up to 6 months at the PW-2.5 rates for \$82,093 per month.

78972

FOURTH: This Contract's initial term shall be for a period of one year commencing on October 1, 2019, or Board's approval, whichever occurs last. The COUNTY shall have the sole option to renew this Contract term for up to four additional one-year periods and six month-to-month extensions, for a maximum total Contract term of five years and six months. Each such option shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full one year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract

shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

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

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

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

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

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

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

TENTH: No Cost-of-Living Adjustment shall be granted for the optional renewal periods.

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

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

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

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



ATTEST:

CELIA ZAVALA  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

By Maria Olvera  
Deputy

APPROVED AS TO FORM:

MARY WICKHAM  
County Counsel

By Carole Suguri/jw  
Deputy

COUNTY OF LOS ANGELES

By

Janice Hahn  
Chair, Board of Supervisors

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

CELIA ZAVALA  
Executive Officer  
Clerk of the Board of Supervisors

By Maria Olvera  
Deputy

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

# 34 AUG 06 2019

Celia Zavala  
CElia ZAVALA  
EXECUTIVE OFFICER

SPADARO ENTERPRISES, INC.

By Melissa Keyes  
Its President

Melissa Keyes  
Type or Print Name

By Melissa Keyes  
Its Secretary

Melissa Keyes  
Type or Print Name



78972

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

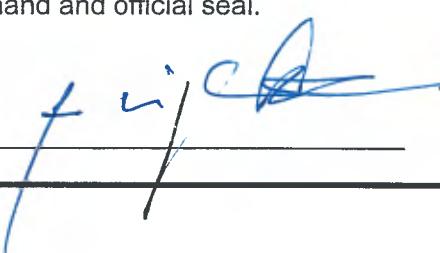
County of Los Angeles)

On 06/06/2019 before me, Ali Khan, Notary Public  
(insert name and title of the officer)

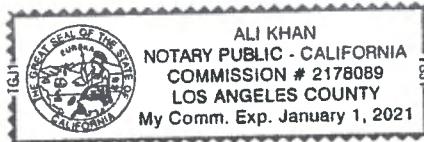
personally appeared Melissa Keyes,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.

Signature 

(Seal)



## SCOPE OF WORK

## WATER TRUCK SERVICES (BRC0000048)

A. Public Works Contract Manager

Public Works Contract Manager will be Mr. Quang Luong of Road Maintenance Division who may be contacted at (661) 947-7173, extension 242, or [qluong@dpw.lacounty.gov](mailto:qluong@dpw.lacounty.gov), Tuesday through Friday, 6:30 a.m. to 5 p.m. The Contract Manager may designate several Public Works' Representatives (PWR), mainly Road Maintenance Division Superintendents and Supervisors, to request work of the Contractor. From time to time, Public Works may change the Contract Manager. The Contractor will be notified in writing when there is a change in the Contract Manager or PWR.

B. Work Location

All jobsites will be located within the boundaries of the northern Los Angeles County area as shown on the attached map (Exhibit G) at various Public Works facilities such as, but not limited to, street and road rights of way, including parkways and medians.

C. Request of Work from Contractor

The County reserves the right to determine if any work is or will be needed and/or requested under this Contract at the County's sole and absolute discretion. The Contractor waives all claims against the County for damages or loss of any nature resulting from the County's failure to use the Contractor's services including, but not limited to, lost profit.

D. Contract Cost

All services required in this Exhibit A, Scope of Work, shall be included in the price quoted by the Contractor in Form PW-2, Schedule of Prices, unless stated otherwise in the Contract.

E. Work Description

The work to be performed under this Contract is the delivery and application of water at various northern Los Angeles County facilities and rights of way.

Please note, should an inconsistency be determined between the Scope of Work and the Performance Requirements Summary (Exhibit F), the higher service level in the judgment of Public Works shall prevail.

F. Hours and Days of Service

Hours of services shall be primarily performed within the 6 a.m. to 4:30 p.m., time period, Monday through Thursday or Tuesday through Friday, each week, except County observed holidays, at which time the service shall be done before or after such holiday. Work hours may be altered, when necessary, with the approval of the Contract Manager. A typical work week will be consistent with the Road Maintenance Division's 4/40 work schedule for the area of operation.

Holidays Observed by the County of Los Angeles are:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Indigenous People's Day
Presidents' Day	Veterans Day
Cesar Chavez Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

Public Works will make the initial notification of locations and service to be performed to the Contractor at least 48 hours in advance of the required date. The Contractor shall report to the job site fully loaded with water and ready to begin work at the time instructed by the Contract Manager or PWR. Contractor will be paid beginning at the time specified to report to work by the Contract Manager or PWR, provided the Contractor is on-site and ready to work. The County will not pay for travel time to and from the jobsite at the beginning and end of the day. Work hours, including total hours needed on a given day, may be altered, reduced, or eliminated entirely at the discretion of the PWR.

During the period of this contract, changes may occur in Public Works' operational need for a water truck under this contract, including, but not limited to, weather changes, equipment breakdown, personnel training, or the lack of personnel.

**Public Works reserves the right to curtail the Contractor's hours of service subject to the following: Contractor will be paid a minimum of 4 hours for each day for each vehicle called to perform work under this Contract. Subject to the foregoing minimum, the Contractor shall only be paid for actual hours worked on-site, invoiced, and verified by Public Works through the use of the Water Truck Services form (Exhibit H).**

Typically, Public Works will, during the current workday, notify the Contractor of the time and location to report to on the next workday should his services be needed. Should an instance arise where Public Works will not be able to use the Contractor on the next workday, and the Contractor has already left for the current workday, Public Works reserves the right to contact the Contractor up until 4 a.m., the day services were needed to cancel with the Contractor.

The Contractor shall provide notice to its operators of such cancellation. Public Works may provide a courtesy call to operators at the discretion of the Contract Manager or PWR. A recorded voicemail message shall be considered adequate notification to the Contractor if Public Works is unable to make direct contact with the Contractor.

G. Utilities

Public Works will provide water at no cost to Contractor. Contractor is required to fill out a Water Usage Log (Exhibit I) showing the date, time, hydrant location, and number of gallons of water loaded on every filling. The Contractor will sometimes be required to use a water meter.

H. Storage Facilities

Public Works will provide limited storage facilities for the Contractor's equipment and materials, subject to the following restrictions:

1. The Contractor shall store only equipment/materials required to fulfill its responsibilities under this Contract and at the direction or permission of the Contract Manager or PWR.
2. If work will not be assigned to the Contractor for an extended period of time, Public Works reserves the right to have the Contractor remove their equipment/materials from the storage facilities.
3. The Contractor shall not hold Public Works or County liable or responsible for any damage to Contractor's equipment/materials, by whatever means, or for the theft of materials or equipment from a Public Works facility or jobsite.
4. Public Works will determine facility storage space availability when work is requested.
5. Contractor is required to follow and comply with Best Management Practices when storing equipment/materials at a Public Works facility. Contractor is responsible for cleanup of any and all spills that result from the storage of his/her equipment or material within the County facility.

I. Special Safety Requirements

1. The Contractor, and all Contractor's operators shall be expected to observe all applicable State of California Occupational Safety, Health Administration (Cal/OSHA), and Public Works' safety requirements while at Public Works' jobsites.

2. The Contractor, as well as all Contractor's operators, shall not perform any work within the work area until County personnel have established a properly controlled work zone. An on-site County supervisor will inform the Contractor when the site is ready to proceed with work.
3. The Contractor shall provide and wear, as well as all Contractor's operators, hard hats and class 3 safety vests at all times when outside of the vehicle while providing services under this Contract. Suitable clothing, personal protective equipment, and work boots that meet Cal/OSHA standards are also required.
4. The Contractor shall comply with all applicable laws and regulations and shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State, and local occupational safety regulations.
5. The Contractor shall inspect and identify, any condition(s) that renders any portion of the jobsite unsafe. Contractor shall notify the Contract Manager or PWR immediately when a condition threatens imminent injury to the public or damage to property. The Contractor shall be responsible for blocking any unsafe areas by using barricades or traffic cones to alert the public of the existence of hazards to protect members of the public or others from injury. The Contractor shall cooperate fully with Public Works in the investigation of any accidental injury or death occurring on the jobsite, including a complete written report to the Contract Manager within 5 days following the occurrence.

J. Responsibilities of the Contractor

The Contractor shall:

**Subcontracting is not allowed for this service.**

1. Have a minimum of 3 years' experience performing water truck service.
2. Contractor's on-site supervisor shall have a minimum of 3 years' experience supervising water truck service.
3. Provide a minimum of four truck drivers and submit copies of their valid State of California Department of Motor Vehicles Class A or B commercial driver's licenses (with a minimum of a Tank Vehicle "TV" endorsement), as well as any other required licenses or endorsements required by Federal, State, and local regulations.

4. Provide a minimum of four water trucks that meet or exceed the following specifications:
  - a capacity of 4,000 gallons or greater
  - capable of dispensing water under pressure by use of a pump
  - capable of dispensing water to either the right or left side of the water truck through either a fixed or adjustable side shot spray nozzle
  - capable of connecting to discharge hoses from a garden to a 2.5-inch hose to facilitate drain and culvert cleaning
  - capable of connecting to a minimum 2.5-inch hose to facilitate tank filling
  - fully adjustable spray nozzles (two in the front and two in the rear)
  - legal for operation on public roads
5. Provide qualified personnel who meet the minimum requirements of this contract to operate the water truck equipment.
6. Maintain a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5
7. Assure his operators report to specific work locations with water trucks fully loaded with water and ready to begin work within 48 hours after being initially notified by the Contract Manager or PWR by telephone. The Contractor shall provide a phone number, preferably a cell phone number, at which the Contractor can provide an oral response within a 24-hour period of the Contract Manager's request for work.
8. Have all necessary City, County, and State permits and/or licenses required for trucks, equipment, and the operations, which is subject to verification by an on-site County supervisor while performing services under this Contract.
9. Repair any damage to Public Works or private facilities resulting from the Contractor operations, including, but not limited to, access road paving, fences, gates, etc.

10. Provide security for all of Contractor's equipment used at Public Works jobsites during working hours:
  - a. Complete a Water Truck Services Form (Exhibit H) supplied by Public Works, which will indicate the total hours worked, the total units (1 unit = 100 gallons) of water delivered, and all downtime. At the end of each work week, this form shall be filled out and signed by the Contractor's operator at the jobsite and countersigned by the PWR. This form will be used by Public Works to verify Contractor's invoices.
  - b. Provide replacement trucks and equipment by the following workday in the event of truck or equipment failure.
  - c. Fuel and service its trucks and equipment outside working hours.
  - d. If required by Public Works, provide sufficient labor and equipment to respond to multiple work sites.
  - e. Provide Contract Manager or PWR with phone numbers to Contractor's operators directly, as determined necessary by the Contract Manager or PWR.
  - f. Promptly pay all fines, fees, and penalties resulting from Contractor's traffic violations, such as, but not limited to, overloading, truck route permits, and equipment defects.

**K. Regulatory Compliance**

Contractor shall comply with all applicable Federal and State laws and safety regulations, including, but not limited to, General Order No. 98A of the California Public Utilities Commission, relating to the operation and maintenance crews and service equipment.

**L. Responsibilities of Public Works**

1. Public Works will select locations that require the services of the Contractor and will notify the Contractor by telephone or in person.
2. The Contract Manager will notify the Contractor, at least 48 hours in advance, at which facility and on what date Contractor's services will initially be needed.
3. Public Works will determine the need for and provide jobsite inspection on a daily basis. At the time of notification, Public Works will identify the

PWR responsible for inspection at each site. The Contractor shall meet on-site with the PWR prior to commencement of any work, as requested.

4. In the event that the Contractor will need to close any bicycle trail located adjacent to a Public Works facility, Public Works will notify the appropriate official to determine closure requirements and detour routes.
5. Public Works will determine the type of work needed at each facility and/or jobsite.

M. Alternate Equipment

1. The Contractor may request, in writing, permission from the Contract Manager to use equipment of a different size or type in place of equipment meeting the specifications in Section J.7, Responsibilities of the Contractor. The Contract Manager, before considering or granting such request, may require the Contractor to furnish, at Contractor's expense, evidence satisfactory to the Contract Manager that the equipment proposed for use by the Contractor is capable of producing work equal to, or better than, that which can be produced by the equipment specified. If such permission is granted by the Contract Manager, it shall be understood that such permission is granted for the purpose of testing the quality of work actually produced by such equipment and is subject to continuous attainment of results that in the opinion of the Contract Manager are equal to, or better than, that which can be obtained with the equipment specified. The Contract Manager shall have the right to withdraw such permission at any time if it is determined that the alternate equipment is not producing work that is equal, in all respects to that which can be produced by the equipment specified. Upon withdrawal of such permission by the Contract Manager, the Contractor shall be required to use the equipment originally specified and shall, in accordance with the directions of the Contract Manager, remove and dispose of, or otherwise remedy, at the Contractor's expense, any defective or unsatisfactory work produced with the alternate equipment.
2. Neither Public Works nor the Contractor shall have any claim against the other for withholding, granting, or withdrawing permission to use alternate equipment.
3. Permission to use alternate equipment in place of equipment specified will only be granted where such equipment is new or improved and its use is deemed by the Contract Manager to be in furtherance of the purposes of this provision. Approval of use of particular equipment on any project shall in no way be considered as an approval of the use of such equipment on any other project.

4. The hourly prices reflected in Form PW-2, Schedule of Prices, shall not be subject to change or negotiation if alternate equipment is used.
5. Nothing herein shall relieve the Contractor of its responsibility for furnishing equipment/materials and producing finished work of the quality specified in this Contract.

N. Project Safety Official

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

O. Gratuities

1. Contractor is advised that it is improper for any County officer, employee, or agent to solicit consideration, in any form, from Contractor with the implication, suggestion, or statement that Contractor's provision of the consideration, or failure to provide consideration, may cause favorable or unfavorable treatment, respectively, for the Contractor relating to the amendment or extension of the Contract or the making of any determinations with respect to Contractor's performance under this Contract. A Contractor shall not offer or give, either directly or through an intermediary, such improper consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment as described herein.
2. A Contractor shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
3. Among other items, such improper consideration may take the form of cash; discounts; services; and the provision of travel, entertainment, or tangible gifts.
4. Note that Contractor's failure to adhere to this requirement could subject this Contract to termination for improper consideration under Section 3, Termination/Suspensions of Exhibit B.

P. Liquidated Damages

1. In any case of the Contractor's failure to meet certain specified performance requirements, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or untimely or inadequate performance nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.
2. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:
  - a. All of the time limits and acts required to be done by both parties are of the essence of the Contract.
  - b. The parties are both experienced in the performance of the Contract work.
  - c. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the proposal price.
  - d. The parties are not under any compulsion to Contract.
  - e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of the Contract.
  - f. It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work.
  - g. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.

3. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the sum of \$450 for each calendar day that the Contractor fails to report to specific work locations on the day, at the time, and with the number of trucks requested and agreed to with the Contract Manager.
4. In addition to the above, Public Works may use Exhibit F, Performance Requirements Summary, to evaluate Contractor's performance.

FORM PW-2.1  
INITIAL TERM  
(EST. 10/1/2019 – 9/30/20)

SCHEDULE OF PRICES

FOR

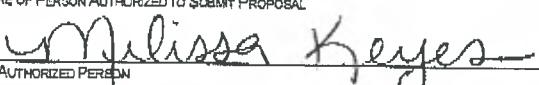
WATER TRUCK SERVICES (BRC0000048)

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

Please list your HOURLY RATE (in whole dollars) in the spaces below. Hourly rates must be submitted for each item. Proposals submitted without hourly rates for all items will be deemed nonresponsive. Hourly rates for items 1 and 2 include all labor, equipment, supervision, traffic control (not including flagging as this will be performed through Public Works), and other expenses. Hourly rates are for work performed only. Time spent on travel, set up, and shut down are not compensated separately. Mileage and other expenses will not be reimbursed. Contract will be paid a minimum of four hours per day for each vehicle called to work.

ITEM	DESCRIPTION	HOURLY RATE	ESTIMATED ANNUAL HOURS	ANNUAL COST (Hr. Rate x Est. annual hrs.)
1.	Hourly rate for <u>water trucks</u> during a normal working day (6 a.m. to 4:30 p.m., Monday through Thursday or Tuesday through Friday).	\$ 130.80 X	7,400 =	\$ 967,920
2.	Overtime rate – Hourly rate for <u>water trucks</u> in excess of normal working day as defined in the Scope of Work, in excess of an average 40 hours per week based on a consecutive two-week period, Saturday, Sunday, or holidays.	\$ 149.40 X	100 =	\$ 14,940
<b>TOTAL PROPOSED ANNUAL PRICE</b>				<b>\$ 982,860</b>

**\*A minimum of 4 hours for each day for each vehicle called will be paid. Therefore, the contractor shall only be paid for the actual hours worked beyond the minimum 4 hours, invoiced, and verified by Public Works through the use of Water Truck Service form (Exhibit H).**

LEGAL NAME OF PROPOSER <b>SPADARO ENTERPRISES, INC.</b>		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON <b>Melissa Keyes, President CEO</b>		
DATE <b>5.21.2019</b>	STATE CONTRACTOR'S LICENSE NUMBER <b>NA</b>	LICENSE TYPE <b>City of Lancaster Business Lic# 06000143</b>
PROPOSER'S ADDRESS: <b>42612 8th Street, West Lancaster, CA 93534</b>		
E-MAIL <b>generaloffice@spadaroinc.com</b>		
PHONE <b>661.940.1914</b>	MOBILE <b>661.645.6059</b>	FACSIMILE <b>661.940.8022</b>

SCHEDULE OF PRICES

FOR

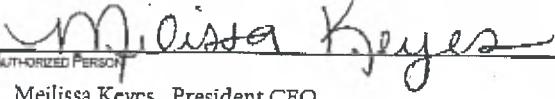
WATER TRUCK SERVICES (BRC0000048)

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ITEM	DESCRIPTION	HOURLY RATE	ESTIMATED ANNUAL HOURS	ANNUAL COST (Hr. Rate x Est. annual hrs.)
1.	Hourly rate for <u>water trucks</u> during a normal working day (6 a.m. to 4:30 p.m., Monday through Thursday or Tuesday through Friday).	\$ 134.75 X	7,200 =	\$ 970,200
2.	Overtime rate – Hourly rate for <u>water trucks</u> in excess of normal working day as defined in the Scope of Work, in excess of an average 40 hours per week based on a consecutive two-week period, Saturday, Sunday, or holidays.	\$ 153.88 X	100 =	\$ 15,388
<b>TOTAL PROPOSED ANNUAL PRICE</b>				<b>\$ 985,588</b>

\*A minimum of 4 hours for each day for each vehicle called will be paid. Therefore, the contractor shall only be paid for the actual hours worked beyond the minimum 4 hours, invoiced, and verified by Public Works through the use of Water Truck Service form (Exhibit H).

LEGAL NAME OF PROPOSER		
SPADARO ENTERPRISES, INC.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL		
		
TITLE OF AUTHORIZED PERSON		
Meilissa Keyes, President CEO		
DATE	STATE CONTRACTOR'S LICENSE NUMBER	LICENSE TYPE
5.21.2019	NA	City of Lancaster Business Lic# 06000143
PROPOSER'S ADDRESS:		
42612 8th Street, West Lancaster, CA 93534		
E-MAIL		
generaloffice@spadaroinc.com		
PHONE	MOBILE	FACSIMILE
661.940.1914	661.645.6059	661.940.8022

FORM PW-2.3  
OPTION YEAR 2  
(EST. 10/1/21 – 9/30/22)

**SCHEDULE OF PRICES**

FOR

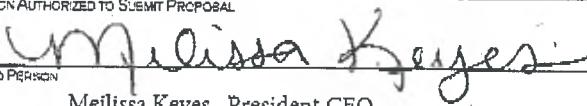
**WATER TRUCK SERVICES (BRC0000048)**

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

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ITEM	DESCRIPTION	HOURLY RATE	ESTIMATED ANNUAL HOURS	ANNUAL COST (Hr. Rate x Est. annual hrs.)
1.	Hourly rate for <u>water trucks</u> during a normal working day (6 a.m. to 4:30 p.m., Monday through Thursday or Tuesday through Friday).	\$ 138.55 X	7,000 =	\$ 969,850
2.	Overtime rate – Hourly rate for <u>water trucks</u> in excess of normal working day as defined in the Scope of Work, in excess of an average 40 hours per week based on a consecutive two-week period, Saturday, Sunday, or holidays.	\$ 159.00 X	100 =	\$ 15,900
<b>TOTAL PROPOSED ANNUAL PRICE</b>				<b>\$ 985,750</b>

\*A minimum of 4 hours for each day for each vehicle called will be paid. Therefore, the contractor shall only be paid for the actual hours worked beyond the minimum 4 hours, invoiced, and verified by Public Works through the use of Water Truck Service form (Exhibit H).

LEGAL NAME OF PROPOSER		
SPADARO ENTERPRISES, INC.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL		
		
TITLE OF AUTHORIZED PERSON		
Meilissa Keyes, President CEO		
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5.21.2019	NA	City of Lancaster Business Lic# 06000143
PROPOSER'S ADDRESS:		
42612 8th Street, West Lancaster, CA 93534		
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FORM PW-2.4  
OPTION YEAR 3  
(EST. 10/1/22 – 9/30/23)

SCHEDULE OF PRICES

FOR

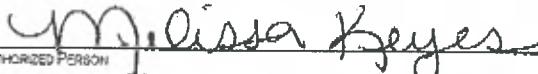
WATER TRUCK SERVICES (BRC0000048)

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

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ITEM	DESCRIPTION	HOURLY RATE	ESTIMATED ANNUAL HOURS	ANNUAL COST (Hr. Rate x Est. annual hrs.)
1.	Hourly rate for water trucks during a normal working day (6 a.m. to 4:30 p.m., Monday through Thursday or Tuesday through Friday).	\$ 142.53 X	6,800 =	\$ 969,204
2.	Overtime rate – Hourly rate for water trucks in excess of normal working day as defined in the Scope of Work, in excess of an average 40 hours per week based on a consecutive two-week period, Saturday, Sunday, or holidays.	\$ 164.84 X	100 =	\$ 16,484
<b>TOTAL PROPOSED ANNUAL PRICE</b>				<b>\$ 985,688</b>

\*A minimum of 4 hours for each day for each vehicle called will be paid. Therefore, the contractor shall only be paid for the actual hours worked beyond the minimum 4 hours, invoiced, and verified by Public Works through the use of Water Truck Service form (Exhibit H).

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SPADARO ENTERPRISES, INC.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL		
		
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FORM PW-2.5  
OPTION YEAR 4  
(EST. 10/1/23 – 9/30/24)

SCHEDULE OF PRICES

FOR

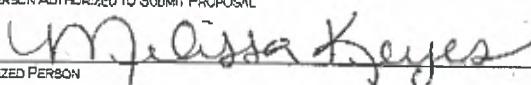
WATER TRUCK SERVICES (BRC0000048)

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ITEM	DESCRIPTION	HOURLY RATE	ESTIMATED ANNUAL HOURS	ANNUAL COST (Hr. Rate x Est. annual hrs.)
1.	Hourly rate for <u>water trucks</u> during a normal working day (6 a.m. to 4:30 p.m., Monday through Thursday or Tuesday through Friday).	\$ 148.93 X	6,500 =	\$ 968,045
2.	Overtime rate – Hourly rate for <u>water trucks</u> in excess of normal working day as defined in the Scope of Work, in excess of an average 40 hours per week based on a consecutive two-week period, Saturday, Sunday, or holidays.	\$ 170.61 X	100 =	\$ 17,061
<b>TOTAL PROPOSED ANNUAL PRICE</b>				<b>\$ 985,106</b>

\*A minimum of 4 hours for each day for each vehicle called will be paid. Therefore, the contractor shall only be paid for the actual hours worked beyond the minimum 4 hours, invoiced, and verified by Public Works through the use of Water Truck Service form (Exhibit H).

LEGAL NAME OF PROPOSER		
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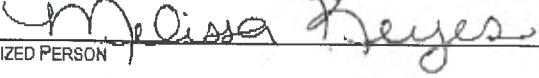
**SUMMARY SHEET OF SCHEDULE OF PRICES  
FOR  
WATER TRUCK SERVICES (BRC0000048)**

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

NOTE: Proposer must provide pricing for ALL contract terms including the 5th term. Any submitted Proposal that does not include pricing for all terms maybe rejected at the sole discretion of the County.

It is the responsibility of the Proposer to calculate the Proposal price to take into consideration a possible escalation of wages, materials, and other costs during the Contract period. The Board, County, Public Works, District(s), or Director make no representations regarding future costs or the rate of wages that may become necessary to pay employees of the Contractor for the work performed during the Contract period.

ITEM	TERMS	ANNUAL PRICE
1	WATER TRUCK SERVICES (Initial Term)	\$ 982,860
2	WATER TRUCK SERVICES (Option Year 1)	\$ 985,588
3	WATER TRUCK SERVICES (Option Year 2)	\$ 985,750
4	WATER TRUCK SERVICES (Option Year 3)	\$ 985,688
5	WATER TRUCK SERVICES (Option Year 4)	\$ 985,106
<b>TOTAL PRICE FOR YEARS' 1 THROUGH 5</b>		<b>\$ 4,924,992</b>
<b>AVERAGE TOTAL PRICE FOR YEARS 1 THROUGH 5 (TOTAL PRICE FOR YEARS 1 THROUGH 5 ÷ 5 YEARS)</b>		<b>\$ 984,998.40</b>

LEGAL NAME OF PROPOSER		
SPADARO ENTERPRISES, INC.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL		
		
TITLE OF AUTHORIZED PERSON		
Meilissa Keyes, President CEO		
DATE	STATE CONTRACTOR'S LICENSE NUMBER (IF APPLICABLE)	LICENSE TYPE (IF APPLICABLE)
5.21.2019	NA	City of Lancaster Business Lic# 06000143
PROPOSER'S ADDRESS:		
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PHONE	FACSIMILE	E-MAIL
661.940.1914	661.940.8022	generaloffice@spadaroinc.com

**FORM LW-8.1  
INITIAL TERM**

**STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT:  
PROPOSED: Spadaro Enterprises Inc.**

WATER TRUCK SERVICES (BRC00000048)

POSITION/TITLE* (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY						HOURS PER WEEK (52 x Hrs per wk)	APPROXIMATE HOURS HOURS WAGE RATE**	COST
	SUN	MON	TUE	WED	THU	FRI	SAT		
Robert Walker regular time		8	8	8	8	8	32	\$60.13	\$ 100,056.32
Vernon Towner regular time		8	8	8	8	8	32	\$60.13	\$ 100,056.32
Deandre Rutherford regular time		8	8	8	8	8	32	\$60.13	\$ 100,056.32
Jeffrey Logan regular time		8	8	8	8	8	32	\$60.13	\$ 100,056.32
Estimated extra Regular time Non scheduled day		8	8	8	8	8	32	\$60.13	\$ 100,056.32
Estimated extra Over time Non scheduled day		Various days	744	\$60.13	\$ 44,736.72				
Comments/Notes:		Various days	100	\$75.68	\$ 7,568.00				
**Important: HOURLY RATE LISTED ON LWS-Bs MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATE IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LWS-Bs PER EACH YEAR'S RATE.						Total Salaries \$ 452,530.00			
(1) Vacations, Sick Leave, Holiday						\$ 5,772.48			
(2) Health Insurance						\$ Included in hourly			
(3) Payroll Taxes & Workers' Compensation						\$ 88,922.15			
(4) Welfare and Pension						\$ Included in hourly			
Total Employee Benefits (1+2+3+4)						\$ 94,694.63			
(5) Equipment Costs						\$ 135,174.86			
(6) Service and Supply Costs						\$ 123,722.42			
(7) General and Administrative Costs						\$ 78,975.51			
(8) Profit						\$ 97,762.58			
Total Other Costs (5+6+7+8)						\$ 425,635.37			
TOTAL PRICE						\$ 982,860.00			

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

Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in compliance may subject your proposal to rejection.

Note: This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g. landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, shall prevail

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

Melissa Keyes  
Name of Bidder

## Walt Disney

05/21/2019

30

**FORM LW-8.2  
OPTION YEAR 1**

**WATER TRUCK SERVICES (BRC00000048)**

PROPOSER: Spadaro Enterprises Inc.

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT

WATER TRUCK SERVICES (BRC00000048)

POSITION/TITLE (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY						HOURS PER WEEK	APPROXIMATE HOURS (52 X Hrs per wk)	HOURLY WAGE RATE**	COST
	SUN	MON	TUE	WED	THU	FRI				
Robert Walker Regular time		8	8	8	8		32	1664	61.93	\$ 103,051.52
Vernon Towery Regular time		8	8	8	8		32	1664	61.93	\$ 103,051.52
Deandre Rutherford Regular time		8	8	8	8		32	1664	61.93	\$ 103,051.52
Jeffrey Logan Regular time		8	8	8	8		32	1664	61.93	\$ 103,051.52
Estimated extra regular time Non scheduled day		Various days					Various	544	61.93	\$ 33,689.92
Estimated extra overtime Non scheduled day		Various days					Various	100	77.95	\$ 7,795.00
Comments/Notes:							Total Salaries	\$ 453,691.00		
**Important: HOURLY RATE LISTED ON LW-45 MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATE IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-85 PER EACH YEAR'S RATE.										
Hourly wage rate is based on Teamster DIR Prevailing wage and is estimated							Total Employee Benefits [1+2+3+4]	\$ 104,873.58		
(5) Equipment Costs										
(6) Service and Supply Costs										
(7) General and Administrative Costs										
(8) Profit										
							Total Other Costs [5+6+7+8]	\$ 427,023.42		
							Total PRICE	\$ 985,588.00		

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

\* Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in compliance may subject your company to a civil fine.

Note: This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance workers, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and the correctly calculated price indicated in Form PW-2, Schedule of Prices, Form LW-8, the cost methodology, Form LW-8, shall prevail.

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

Melissa Keyes  
Name of Bidder

20

05/21/2019

Date

## STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT:

PROPOSER: Spadaro Enterprises Inc

**WATER TRUCK SERVICES (BRC00000048)**

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

Hourly rates that are not in compliance may subject your proposal to rejection.

Note: This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. The total to the Bidder's annual price as quoted in Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and the correctly calculated price indicated in Form LW-8, the Schedule of Prices, shall prevail.

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

Melissa Keyes  
Name of Bidder

Signature 5 of 10

05/21/2019

19



FORM LW-8.5  
OPTION YEAR 4

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT:

WATER TRUCK SERVICES (BRC0000048)

PROPOSER: Spadaro Enterprises Inc

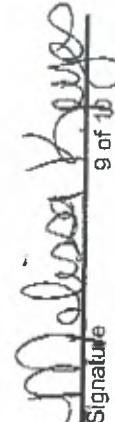
POSITION/TITLE*	(1)ST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY						HOURS PER WEEK	APPROXIMATE HOURS (52 x Hrs per wk)	HOURLY WAGE RATE**	COST
		SUN	MON	TUE	WED	THU	FRI	SAT			
Robert Walker Regular time		7.5	7.5	7.5	7.5			30	1560	68.34	\$ 106,610.40
Vernon Tovrey Regular time		7.5	7.5	7.5	7.5			30	1560	68.34	\$ 106,610.40
Dendre Rutherford Regular time		7.5	7.5	7.5	7.5			30	1560	68.34	\$ 106,610.40
Jeffrey Logan Regular Time		7.5	7.5	7.5	7.5			30	1560	68.34	\$ 106,610.40
Estimated extra regular time Non scheduled day											
Estimated extra overtime Non scheduled day											
Comments/Notes:											
*Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATE IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE.											
Hourly wage rate is based on Tencaster DIR Prevailing wage and is estimated											
(5) Equipment Costs											
(6) Service and Supply Costs											
(7) General and Administrative Costs											
(8) Profit											
Total Other Costs (5+6+7+8) \$ 416,570.22											
TOTAL PRICE \$ 982,106.00											

\* All employees shown must be FULL-TIME employees of the Bidder, unless exemption to use Part-Time employees has been granted by the County.  
\*\* Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in compliance may subject your proposal to rejection.

Note: This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

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

Melissa Keyes  
Name of Bidder

  
Signature

05/21/2019  
Date

## SERVICE CONTRACT GENERAL REQUIREMENTS

## SECTION 1

## INTERPRETATION OF CONTRACT

A. Ambiguities or Discrepancies

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

B. Definitions

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

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

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

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

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

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

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

Day. Calendar day(s) unless otherwise specified.

Direct Employee. Worker employed by Contractor under Contractor's State and Federal taxpayer identification.

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

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

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

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

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

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

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

Public Works. Los Angeles County Public Works.

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

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

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

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

C. Headings

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

## SECTION 2

### STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

#### A. Amendments

1. For any change which affects the Scope of Work, Contract sum, payments, or any term or condition included in this Contract, an amendment shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor.
2. The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by the Board or the Chief Executive Officer. To implement such changes, an amendment or a change order to this Contract shall be prepared by Public Works and signed by the Contractor.
3. County may, at its sole discretion, authorize extensions of time to this Contract's term. Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to this Contract shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor. To the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, Public Works may, at its sole discretion, grant Contractor extensions of time, provided the aggregate of all such extensions during the life of this Contract shall not exceed 180 days.
4. For any change which does not materially affect the Scope of Work or any other term or condition included under this Contract, a change order shall be prepared by Public Works and signed by the Contractor. If the change order is prepared by the Contractor, it shall be approved by Public Works and signed by the Contractor and the County.

#### B. Assignment and Delegation

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

under this Contract shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

2. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
3. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, Subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Contract, which may result in the suspension or termination of this Contract. In the event of such a termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.

C. Authorization Warranty

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

D. Budget Reduction

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

**E. Complaints**

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

1. Within 12 business days after this Contract's effective date, Contractor shall provide County with Contractor's policy for receiving, investigating, and responding to any complaints by any individual.
2. County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
3. If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five business days for County approval.
4. If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.
5. Contractor shall preliminarily investigate all complaints and notify the Contract Manager of the status of the investigation within five business days of receiving the complaint.
6. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
7. Copies of all written responses shall be sent to the Contract Manager within three business days of mailing to the complainant.

**F. Compliance with Applicable Laws**

1. In the performance of this Contract, Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies, procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
2. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures as determined

by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

G. Compliance with Civil Rights Laws

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e)(1) through 2000 (e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical disability, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Contractor shall comply with its EEO Certification (Form PW-7).

H. Confidentiality

1. Contractor shall maintain the confidentiality of all records obtained from County under this Contract in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality.
2. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with this paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a

full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

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

I. Conflict of Interest

1. No County employee whose position with County enables such employee to influence the award of this Contract or any competing Contract shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of the work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.
2. Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, including those identified in Section 2.180.010, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons so identified and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph may be a material breach of this Contract subjecting Contractor to either Contract termination for default or debarment proceedings or both.

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

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

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

**K. Consideration of Hiring GAIN and GROW Participants**

1. Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program and General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN and GROW participants by category to Contractor. Contractors shall report all job openings with job requirements to: [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov) and [BSERVICES@wdacs.lacounty.gov](mailto:BSERVICES@wdacs.lacounty.gov) and DPSS will refer qualified GAIN/GROW job candidates.
2. In the event that both laid-off County employees and GAIN and GROW participants are available for hiring, County employees shall be given first priority.

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

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

**M. Contractor's Charitable Activities Compliance**

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

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

1. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through Contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
2. As required by County's Child Support Compliance Program (Los Angeles County Code, Chapter 2.200), and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with the employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code, Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code, Section 5246(b).

O. County's Quality Assurance Plan

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

P. Damage to County Facilities, Buildings, or Grounds

1. Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor, employees, or agents of Contractor.
2. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the occurrence. If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined

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

Q. Employment Eligibility Verification

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

R. Facsimile Representations

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

S. Fair Labor Standards

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

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

**T. Force Majeure**

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

**U. Governing Laws, Jurisdiction, and Venue**

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

**V. Most Favored Public Entity**

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

W. Nondiscrimination and Affirmative Action

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

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

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

X. Nonexclusivity

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

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

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

Z. Notice of Delays

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

AA. Notice of Disputes

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

BB. Notice to Employees Regarding the Federal Earned Income Credit

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

CC. Notices

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

Contracting Manager, Business Relations and Contracts Division  
Los Angeles County Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

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

DD. Publicity

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

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

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

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

**EE. Public Records Act**

1. Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to this Exhibit's Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the RFP used in the solicitation process for this Contract, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records, except those documents that are marked "Trade Secret," "Confidential," or "Proprietary" and are deemed excluded from disclosure under Government Code 6250 et seq. (Public Records Act). County shall not in any way be liable or responsible for the disclosure of any such records including, with limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
2. In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "Trade Secret," "Confidential," or "Proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

**FF. Record Retention and Inspection/Audit Settlement**

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

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

1. In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within 30 days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
2. Failure on the part of Contractor to comply with any of the provisions of this paragraph shall constitute a material breach of this Contract upon which County may suspend or terminate for default or suspend this Contract.
3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.
4. In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County Contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County Contracts. The Contractor further acknowledges that the

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

**GG. Recycled-Content Paper Products**

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

**HH. Contractor's Employee Criminal Background Investigation**

Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation

County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

Disqualification of any member of Contractor's staff pursuant to this section shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

II. Subcontracting

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

1. If Contractor desires to Subcontract, Contractor shall provide the following information promptly at County's request:
  - a. A description of the work to be performed by the Subcontractor.
  - b. A draft copy of the proposed Subcontract.
  - c. Other pertinent information and/or certifications requested by County.
2. Contractor shall indemnify, defend, and hold County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were Contractor employees.
3. Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to Subcontract, notwithstanding County's approval of Contractor's proposed Subcontract.
4. County's consent to Subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. Contractor is responsible to notify its Subcontractors of this County right.
5. County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any Subcontract and Subcontractor employees.
6. Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents,

and successors in interest arising through services performed hereunder, notwithstanding County's consent to Subcontract.

7. Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by County from each approved Subcontractor. Contractor shall ensure delivery of all such documents to Business Relations and Contracts Division, P.O. Box 1460, Alhambra, California 91802-1460, before any Subcontractor employee may perform any work hereunder.
8. Employee Leasing is prohibited.

JJ. Validity

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

KK. Waiver

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

LL. Warranty Against Contingent Fees

1. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
2. For breach of this warranty, County shall have the right, in its sole discretion, to suspend or terminate this Contract for default, deduct from amounts owing to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

MM. Time Off for Voting

The Contractor shall notify its employees, and shall require each Subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code, Section 14000). Not less than ten days before every Statewide election, every Contractor and Subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

NN. Local Small Business Enterprise Utilization

When requested by the County, the Contractor shall provide to the County via methods specified by the County, such as submission of electronic live (or dynamic) data on invoices for the prime and all subcontractors using County-designated third party software system or to a County approved website, or other means of submitting expenditure information on subcontractors, including but not limited to the following information: the name, business address and telephone number/email address of each subcontractor.

In addition, the Contractor shall be required to provide each of the specified subcontractor Local Small Business Enterprise (SBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE) status (i.e., whether any of the listed subcontractors are Local SBE's) and the proposed monetary amount of the work the subcontractor will perform on each Notice to Proceed. At the time of submittal of each invoice, the Contractor shall indicate, via methods specified by the County, the actual dollar amounts paid to each listed subcontractor who performed work on the project. The subcontractor may be requested to confirm receipt of the actual payment to the subcontractor by the prime.

The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure to the Contractor to comply with this Section. The parties will agree that under the current circumstances a reasonable estimate of such damages is specified in Exhibit F, Performance Requirements Summary, and that the Contractor shall be liable to the County for said amount.

If in the judgment of the Director, or his/her designee, the Contractor is deemed to be in non-compliance with the terms and obligations, the Director or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided in Exhibit F, Performance Requirements Summary, may deduct and withhold liquidated damages from County's final payment to the Contractor.

OO. Compliance with County's Zero Tolerance Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

PP. Method of Payment and Required Information

The County may, at its sole discretion, determine the most appropriate, efficient, secure, and timely form of payment for any amounts due for goods and/or services provided under a Contract with the County. Proposers/Contractors further agree that the default form of payment shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

Upon Contract award and at the request of the A-C and/or Public Works, the Contractor shall provide the A-C with electronic banking and related information for the Contractor and/or any other payee that the Contractor designates to receive payment pursuant this Contract. Such electronic banking and related information includes, but is not limited to: bank account number and routing number, legal business name, valid taxpayer identification number or TIN, a working e-mail address capable of receiving remittance advices and other payment related correspondence, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, recordkeeping, and tax reporting requirements.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments. Upon Contract award or at any time during the duration of the Contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with Public Works, shall decide whether to approve exemption requests.

QQ. Compliance with Fair Chance Employment Practices

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

RR. Compliance with the County Policy of Equity

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the

County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

## SECTION 3

### TERMINATIONS/SUSPENSIONS

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

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

#### B. Termination/Suspension for Convenience

1. This Contract may be suspended or terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Suspension or termination of work hereunder shall be effected by notice of suspension or termination to Contractor specifying the extent to which performance of work is suspended or terminated and the date upon which such suspension or termination becomes effective. The date upon which such suspension or termination becomes effective shall be no less than ten days after the notice is sent.
2. After receipt of a notice of suspension or termination and except as otherwise directed by County, Contractor shall:
  - a. Stop work under this Contract on the date and to the extent specified in such notice.
  - b. Complete performance of such part of the work as shall not have been suspended or terminated by such notice.
3. All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with this Exhibit's Record Retention and Inspection/Audit Settlement.
4. If this Contract is suspended or terminated, Contractor shall complete within the Director's suspension or termination date contained within the notice of suspension or termination, those items of work which are in various stages of completion, which the Director has advised the Contractor are necessary to bring the work to a timely, logical, and orderly

end. Reports, samples, and other materials prepared by Contractor under this Contract shall be delivered to County upon request and shall become the property of County.

C. Termination/Suspension for Default

1. County may, by written notice to Contractor, suspend or terminate the whole or any part of this Contract, if, in the judgment of the County:
  - a. Contractor has materially breached this Contract; or
  - b. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or
  - c. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.
2. In the event County suspends or terminates this Contract in whole or in part pursuant to this paragraph, County may procure, upon such terms and in such manner, as County may deem appropriate, goods and services similar to those so suspended or terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Contract to the extent not suspended or terminated under the provisions of this paragraph.
3. Except with respect to defaults of any Subcontractor, Contractor shall not be liable for any excess costs of the type identified in subparagraph "2" above, if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both Contractor and Subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the

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

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

D. Termination/Suspension for Improper Consideration

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

**E. Termination/Suspension for Insolvency**

1. County may suspend or terminate this Contract forthwith in the event of the occurrence of any of the following:
  - a. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code, and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code.
  - b. The filing of a voluntary or involuntary bankruptcy petition relative to Contractor under the Federal Bankruptcy Code.
  - c. The appointment of a bankruptcy Receiver or Trustee for Contractor.
  - d. The execution by Contractor of a general assignment for the benefits of creditors.
2. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**F. Termination/Suspension for Nonadherence to County Lobbyists Ordinance**

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

**G. Termination/Suspension for Nonappropriation of Funds**

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

## SECTION 4

### GENERAL CONDITIONS OF CONTRACT WORK

#### A. Authority of Public Works and Inspection

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

#### B. Cooperation

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

#### C. Cooperation and Collateral Work

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

#### D. Equipment, Labor, Supervision, and Materials

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

#### E. Gratuitous Work

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

#### F. Jobsite Safety

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

G. Labor

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

H. Labor Law Compliance

Contractor, its agents, and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California as well as all other applicable Federal, State, and local laws related to labor including compliance with prevailing wage laws. The Contractor is responsible for selecting the classification of workers, which will be required to perform this service in accordance with the Contractor's method of performing the work and when applicable, is required to pay current prevailing wage rates adopted by the Director of the Department of Industrial Relations and will indemnify the County for any claims resulting from their failure to so comply. Contractor shall comply with Labor Code, Section 1777.5, with respect to the employment of apprentices.

I. Overtime

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

J. Permits/Licenses

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

K. Prohibition Against Use of Child Labor

1. Contractor shall:

- a. Not knowingly sell or supply to County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment.
- b. Upon request by County, identify the country/countries of origin of any products, goods, supplies, or other personal property Contractor sells or supplies to County.

- c. Upon request by County, provide to County the manufacturer's certification of compliance with all international child labor conventions.
- d. Should County discover that any products, goods, supplies, or other personal property sold or supplied by Contractor to County are produced in violation of any international child labor conventions, Contractor shall immediately provide an alternative, compliant source of supply.

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

L. Public Convenience

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

M. Public Safety

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

N. Quality of Work

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

O. Quantities of Work

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

P. Safety Requirements

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

Q. Storage of Materials and Equipment

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

R. Transportation

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

S. Work Area Controls

1. Contractor shall comply with all applicable laws and regulations. Contractor shall maintain work area in a neat, orderly, clean, and safe manner. Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite will be subject to the Contract Manager's approval.
2. Contractor shall be responsible for the security of any and all of Public Works/County facilities in its care. Contractor shall provide protection against vandalism and accidental and malicious damage, both during working and nonworking hours.

T. County Contract Database/CARD

The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a Contract term extension option.

## SECTION 5

### INDEMNIFICATION AND INSURANCE REQUIREMENTS

#### A. Independent Contractor Status

1. This Contract is by and between County and Contractor and is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
2. Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
3. Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.

#### B. Indemnification

Contractor shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Appointed Officers, Agents, Employees, and Volunteers ("County Indemnities"), from and against any and all liability including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract except for loss or damage arising from the sole negligence or willful misconduct of the County Indemnities. This indemnification also shall include any and all intellectual property liability, including copyright infringement and similar claims.

#### C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by this Exhibit's Section 5.B (above), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Appointed Officers, Agents, Employees, and Volunteers

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

D. General Insurance Requirements

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

Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding \$50,000, and list any County-required endorsement forms.

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

Los Angeles County Public Works  
Business Relations and Contracts Division  
P.O. Box 1460  
Alhambra, California 91802-1460  
Attention: Contract Analyst (noted in the RFP Notice)

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

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

Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

4. Cancellation of or Changes in Insurance: Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten days in advance of cancellation for nonpayment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.
5. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.
6. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.
7. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County-maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.
8. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
9. Subcontractor Insurance Coverage Requirements: Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of

insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, Volunteers, and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

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

**E. Compensation for County Costs**

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

**F. Insurance Coverage Requirements**

1. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers as an additional insured, with limits of not less than:

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

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

## SECTION 6

### CONTRACTOR RESPONSIBILITY AND DEBARMENT

#### A. Responsible Contractor

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

#### B. Chapter 2.202 of the County Code

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

#### C. Nonresponsible Contractor

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

#### D. Contractor Hearing Board

1. If there is evidence that Contractor may be subject to debarment, Public Works will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before Contractor Hearing Board.
2. Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board will prepare a tentative proposed decision, which shall contain a recommendation

regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.
5. Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.
6. Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

E. Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

F. Prohibition of Contract with Suspended, Debarred, Ineligible or Excluded Contractor by Federal or State Government

Contractor hereby acknowledges that County is prohibited from contracting with parties that are suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded contracts. By executing this Contract, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded Contracts. Further by executing this Contract, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded contracts. During the term of this Contract, Contractor shall immediately notify County's Compliance Manager in writing should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract.

## SECTION 7

### COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

#### A. Jury Service Program

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

#### B. Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employee deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a Contract with County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Contracts or Subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for County under this Contract, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such Subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of

"Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

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

## SECTION 8

### SAFELY SURRENDERED BABY LAW PROGRAM

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

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The Contractor, and its Subcontractor(s), can access posters and other campaign material at [www.babysafela.org](http://www.babysafela.org).

B. Notice to Employees Regarding the Safely Surrendered Baby Law

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

## SECTION 9

### COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

#### A. Living Wage Program

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

#### B. Payment of Living Wage Rates

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not an "Employer" as defined under the Living Wage Program (Section 2.201.020 of County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth in Form LW-3, Living Wage Rate Annual Adjustments, for the Employees' services provided to County, including, without limitation, "Travel Time" as defined below in subsection 5 of this Section 9.B under this Contract.
2. For purposes of this Section, "Contractor" includes any Subcontractor engaged by Contractor to perform services for County under this Contract. If Contractor uses any Subcontractor to perform services for County under this Contract, the Subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such Subcontract and a copy of the Living Wage Program shall be attached to the Subcontract. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time or part-time services to Contractor, which are provided to County under this Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.
3. If Contractor is required to pay a living wage when this Contract commences, Contractor shall continue to pay a living wage for the entire term of this Contract, including any option period.
4. If Contractor is not required to pay a living wage when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. Contractor shall immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if Contractor no longer qualifies for the exception to the Living Wage Program.

In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of this Contract, including any option period. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that Contractor continues to qualify for the exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by County, Contractor shall immediately be required to pay the living wage for the remaining term of this Contract, including any option period.

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

C. Contractor's Submittal of Certified Monitoring Reports

Contractor shall submit to County certified monitoring reports at a frequency instructed by County. The certified monitoring reports shall list all of Contractor's

Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked and the hourly wage rate paid for each of its Employees. All certified monitoring reports shall be submitted on forms provided by County, or any other form approved by County which contains the above information. County reserves the right to request any additional information it may deem necessary. If County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

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

During the term of this Contract, if Contractor becomes aware of any labor law/payroll violations or any complaint, investigation, or proceeding ("claim") concerning any alleged labor law/payroll violation (including, but not limited to, any

violation or claim pertaining to wages, hours, and working conditions, such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), Contractor shall immediately inform County of any pertinent facts known by Contractor regarding the same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of Contractor's Contract with County, but instead applies to any labor law/payroll violation or claim arising out of any of Contractor's operation in California.

**E. County Auditing of Contractor Records**

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

**F. Notifications to Employees**

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

**G. Enforcement and Remedies**

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

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

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

- b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient including, but not limited to, being late, inaccurate, incomplete, or uncertified, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until County has been provided with a properly prepared, complete, and certified monitoring report. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
  - c. Termination/Suspension: Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.
2. Remedies for Payment of Less Than the Required Living Wage: If Contractor fails to pay any Employee at least the applicable hourly living wage rate; such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:
  - a. Withholding Payment: If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, County may withhold from any payment otherwise due to Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. County may withhold said amount until Contractor has satisfied County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
  - b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most

exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.

- c. Termination/Suspension: Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.
  3. Debarment: In the event Contractor breaches a requirement of this Section, County may, in its sole discretion, bar Contractor from the award of future County Contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Section 2.202, Determinations of Contractor Nonresponsibility and Contractor Debarment.

**H. Use of Full-Time Employees**

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

**I. Contractor Retaliation Prohibited**

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

J. Contractor Standards

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

K. Neutrality in Labor Relations

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

## SECTION 10

### SOCIAL ENTERPRISE PREFERENCE PROGRAM

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

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

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

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

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded.
2. In addition to the amount described in subdivision (1), be assessed a penalty in the amount of not more than 10 percent of the amount of this Contract.
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).

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

## SECTION 11

### LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- D. If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
  - 1. Pay to County any difference between this Contract amount and what County's costs would have been if this Contract had been properly awarded.
  - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of this Contract.
  - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

## SECTION 12

### DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise (DVBE) Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- D. If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
  1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded.
  2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract.
  3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. Notwithstanding any other remedies in this contract, the above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

## SECTION 13

### COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

#### A. Defaulted Property Tax Reduction Program

This Contract is subject to the provisions of County's ordinance entitled Defaulted Property Tax Reduction Program ("Defaulted Tax Program") as codified in Sections 2.206 of the Los Angeles County Code (Exhibit E).

#### B. Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through any Contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code, Chapter 2.206.

#### C. Termination for Breach of Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Failure of Contractor to maintain compliance with the requirements set forth in paragraph B, above, shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ten days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code, Chapter 2.206.

## SECTION 14

### PREVAILING WAGES

#### A. Prevailing Wages

The services provided in this Contract may consist of both prevailing wage and non-prevailing wage work. Prevailing wage work constitutes "public works" as defined in the California Labor Code, and is therefore subject to payment of prevailing wages, compliance monitoring and enforcement by the Department of Industrial Relations (DIR).

The Director of the DIR has established the general prevailing rate of per diem wages for each craft, classification, type of worker, or mechanic needed to execute public works and improvements. The current general prevailing wage rate determinations are available at [www.dir.ca.gov/dlsr/pwd/index.htm](http://www.dir.ca.gov/dlsr/pwd/index.htm). The Contractor is required to pay its agents and employees the applicable current prevailing wage rate and is responsible for selecting the classification of workers required to perform this service.

The Contractor agrees to comply with the provisions of Section 1775 of the California Labor Code relating to the payment of prevailing wages, including the assessment of penalties determined by the California Labor Commissioner. Copies of the prevailing rate of per diem wages are on file at the Los Angeles County Public Works, Construction Division, and will be made available for inspection by request to the Contract Manager (Note to the Proposers: during the solicitation process and prior to the award of Contract, please direct your request to the Contract Analyst identified in the solicitation document. You may contact the Contract Manager after the award of contract). Pursuant to Labor Code Section 1773.2, the County has made these documents available for inspection by the Contractor in lieu of the County specifying the general rate of per diem wages for each craft, classification and type of worker needed to execute the contracted work. Future effective wage rates will be on file with the Department of Industrial Relations. The new wage rates shall become effective on the day following the expiration date of the current determinations and apply to the Contract in the same manner as if they had been included or referenced in the Contract.

#### B. Work Records

The Contractor shall comply with the requirements of Section 1812 of the Labor Code. The Contractor shall maintain an accurate written record of all employees working on the Project each calendar day. The record shall include each employee's name, Social Security number, job classification, and the actual number of hours worked.

C. Posting of Prevailing Wage Rates

The Contractor shall comply with the provisions of Section 1773.2 of the Labor Code. The Contractor shall post a copy of the prevailing wage rates at the worksite and comply with applicable law including posting of jobsite notices required by 8 Calif. Code Reg. §16451(d):

*"This public works project is subject to monitoring and investigative activities by the Compliance Monitoring Unit (CMU) of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California. This Notice is intended to provide information to all workers employed in the execution of the Contract for public work and to all Contractors and other persons having access to the jobsite to enable the CMU to ensure compliance with and enforcement of prevailing wage laws on public works projects.*

*The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate jobsite posting of minimum prevailing rates required to be maintained by the public entity, which awarded the public works Contract. Complaints concerning nonpayment of the required minimum wage rates to workers on this project may be filed with the CMU at any office of the Division of Labor Standards Enforcement (DLSE).*

*Local Office Telephone Number:*

*Division of Labor Standards Enforcement Office  
320 W. Fourth Street, Suite 450  
Los Angeles, CA 90013  
(213) 620-6330*

*Complaints should be filed in writing immediately upon discovery of any violations of the prevailing wage laws due to the short period of time following the completion of the project that the CMU may take legal action against those responsible.*

*Complaints should contain details about the violations alleged (for example, wrong rate paid, not all hours paid, overtime rate not paid for hours worked in excess of 8 hours per day or 40 hours per week, etc.) as well as the name of the employer, the public entity which awarded the public works Contract and the location and name of the project.*

*For general information concerning the prevailing wage laws and how to file a complaint concerning any violation of these prevailing wage laws, you may contact any DLSE office. Complaint forms are also available at the Department of Industrial Relations website found at [www.dir.ca.gov/dlse/PublicWorks.html](http://www.dir.ca.gov/dlse/PublicWorks.html)."*

D. Certified Payroll Records

The Contractor shall comply with the requirements of Section 1776 of the Labor Code. Contractor and Subcontractors, if any, must furnish certified payroll records directly to the Labor Commissioner (a.k.a. Division of Labor Standards Enforcement) in a format prescribed by the Labor Commission.

E. Subcontractor

Subcontractors, if any, must comply with all prevailing wage requirements as provided in this Section.

F. Mental Health Services for Critical Incidents

In the event of a serious accident on the Project site, the Los Angeles County Department of Mental Health (DMH) will, if requested, respond. The response may be within a few hours or as long as a few days after the incident, depending on when the request was made. The services DMH will provide include crisis intervention, normalization of the stress response that survivors may be experiencing, and stress management techniques and resources if the stress reactions increase in frequency or intensity. Requests for services may be made by calling the DMH Emergency Outreach Bureau Deputy Director, (213) 738-4924, during normal business hours or the ACCESS Center, (800) 854-7771, evenings, holidays, and weekends.



## Notice 1015

(Rev. December 2017)

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

#### What is the EIC?

The EIC is a refundable tax credit for certain workers.

#### Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

**Note:** You are encouraged to notify each employee whose wages for 2017 are less than \$53,930 that he or she may be eligible for the EIC.

#### How and When Must I Notify My Employees?

You must give the employee one of the following.

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you must notify

the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2018.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at [www.irs.gov/FormsPubs](http://www.irs.gov/FormsPubs). Or you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to order it.

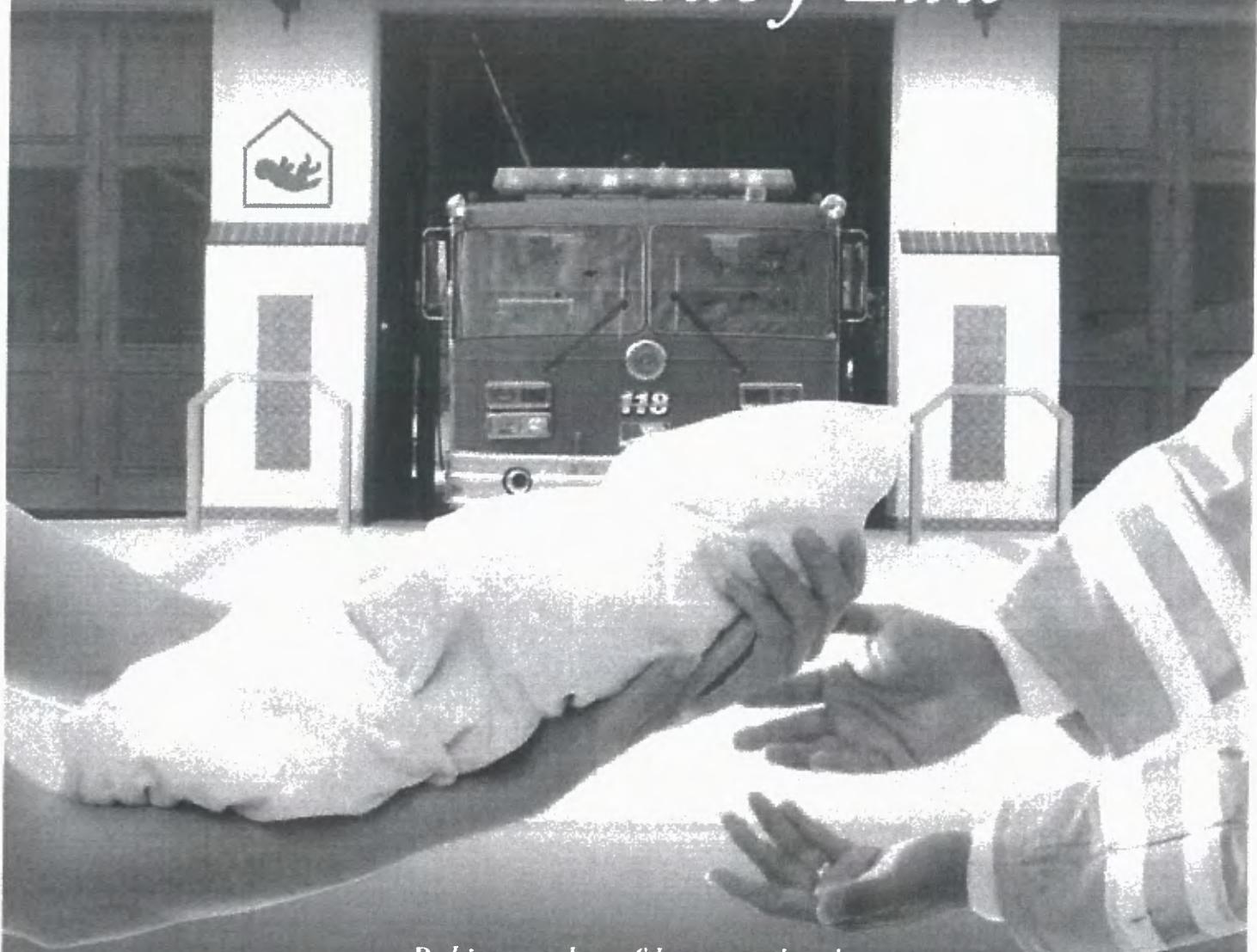
#### How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

#### How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2017 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2017 and owes no tax but is eligible for a credit of \$800, he or she must file a 2017 tax return to get the \$800 refund.

# *Safely Surrendered Baby Law*



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

No shame. No blame. No names.

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

[www.babysafela.org](http://www.babysafela.org)



In Los Angeles County: 1-877-BABY SAFE • 1-877-222-8723

[www.babysafela.org](http://www.babysafela.org)

# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

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

## A baby's story

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

### How does it work?

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

### What if a parent wants the baby back?

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

### Can only a parent bring in the baby?

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

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

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

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

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

### What happens to the baby?

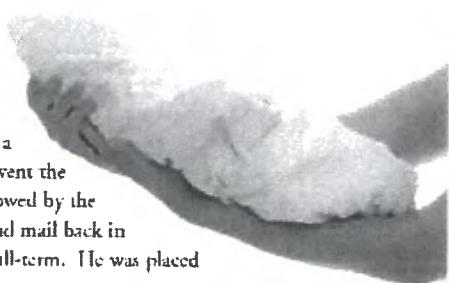
The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

### What happens to the parent or surrendering adult?

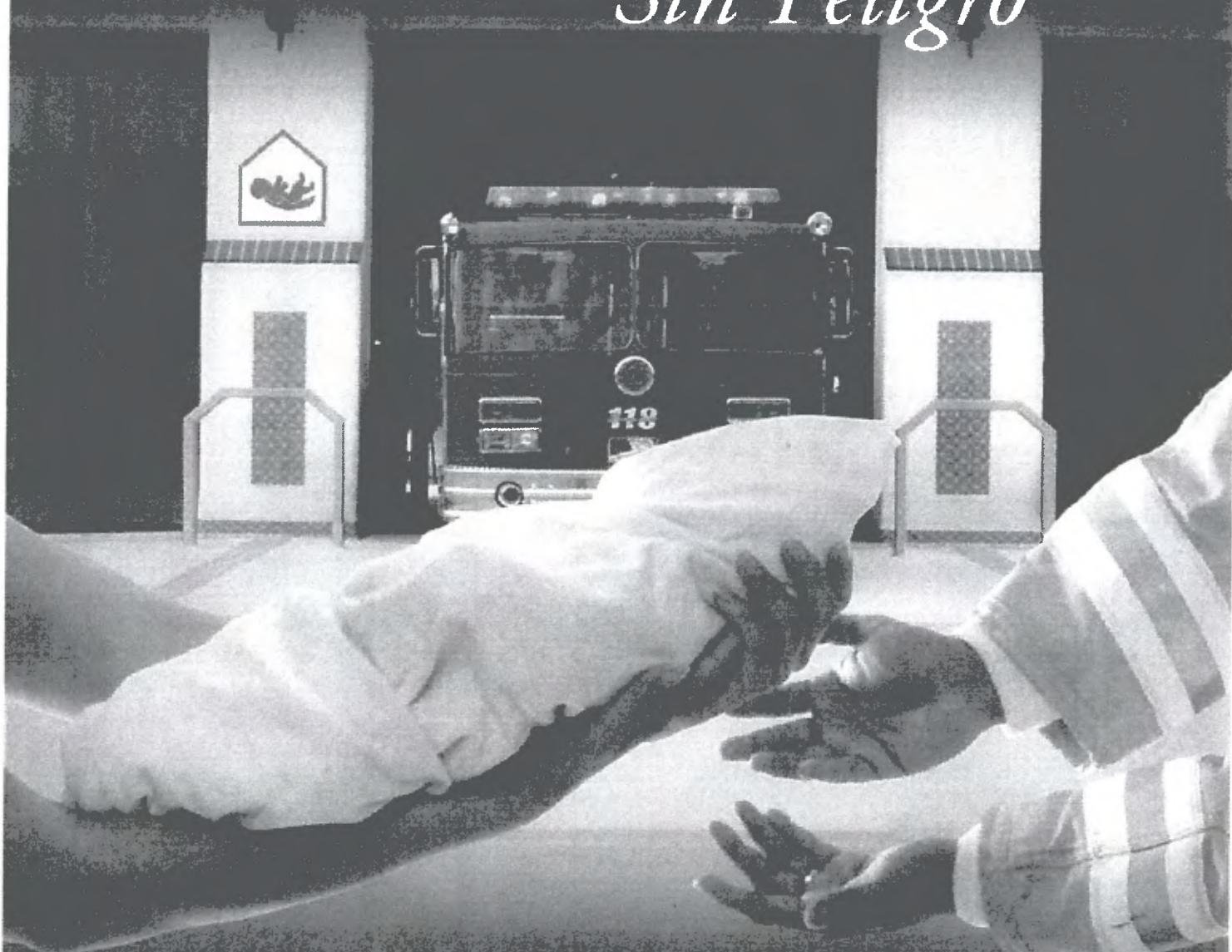
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

### Why is California doing this?

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



# *Ley de Entrega de Bebés Sin Peligro*



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

**Sin pena. Sin culpa. Sin nombres.**

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

[www.babysafela.org](http://www.babysafela.org)



En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723  
[www.babysafela.org](http://www.babysafela.org)

# Ley de Entrega de Bebés Sin Peligro

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

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

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

## Historia de un bebé

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

### ¿Cómo funciona?

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

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

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

### ¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

### ¿Qué pasará con el bebé?

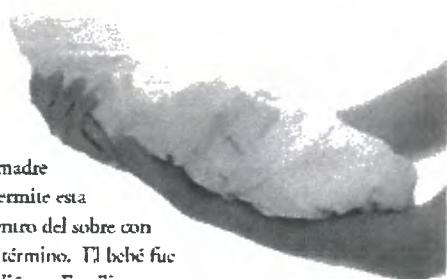
El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

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

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

### ¿Por qué se está haciendo esto en California?

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



**Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and Contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

**2.206.010 Findings and declarations.**

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from Contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a Contract or agreement with the County.
- B. "County" shall mean the County of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the Contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.030 Applicability.**

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended Contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.040 Required solicitation and Contract language.**

All solicitations and all new, renewed, extended, and/or amended Contracts shall contain language, which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded Contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new Contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing Contract, and failure to cure the breach within ten days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the Contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.050 Administration and compliance certification.**

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new Contract, or renewal, extension or amendment of an existing Contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in

payments due under any approved payment arrangement (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.060 Exclusions/Exemptions.**

A. This chapter shall not apply to the following Contracts:

1. Chief Executive Office delegated authority agreements under \$50,000;
2. A Contract where Federal or State law or a condition of a Federal or State program mandates the use of a particular Contractor;
3. A purchase made through a State or Federal Contract;
4. A Contract where State or Federal monies are used to fund service-related programs including, but not limited to, voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement;
6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process;
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National Contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and intermember with existing supplies, equipment, or systems maintained by the County pursuant to the Los Angeles Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision;

12. A nonagreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual Section P-0900 or a successor provision;
14. Other Contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.070 Enforcement and remedies.**

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County Contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the Contract may do one or more of the following:
  1. Recommend to the Board of Supervisors the termination of the Contract; and/or,
  2. Pursuant to Chapter 2.202, seek the debarment of the Contractor; and/or,
  3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.080 Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

## PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through I, inclusive, of this Contract (Exhibits A-I) and this PRS, Exhibits A-I shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-I, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
<b>A. SCOPE OF WORK</b>				
1. Fines by Regulatory and Governmental Agencies	Fined by a local, regional, State, or Federal regulatory or governmental agency as a result of the Contractor's negligence or failure to comply with any Federal, State, or local rules, regulations, or requirements.	\$500 per occurrence plus any fine(s) charged to the County by a regulatory or governmental agency; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Violation of the National Pollutant Discharge Elimination System	Discharge of debris into storm drains and/or gutter.	\$500 per occurrence plus any fines by regulatory and governmental agencies plus any remediation cost; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
<b>B. REPORTS/DOCUMENTATIONS</b>				
1. Daily/Weekly/Monthly/Quarterly Reports	Submitted to Contract Manager daily/weekly/monthly report.	\$50 per day per report that is late or not submitted.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Special Reports As Needed	Filed within time frame requested.	\$50 per day per report that is late or not submitted.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

\* Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

## PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through I, inclusive, of this Contract (Exhibits A-I) and this PRS, Exhibits A-I shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-I, to clarify Performance Requirements, or to monitor or any part of this Contract.

Required Service/Task	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
<b>C. EMPLOYEES</b>				
1. Contractor's Employee Criminal Background Investigation	Prior to the start of the contract and continuation of the contract the contractor shall certify all employees who are in a designated sensitive position has passed a fingerprints background check submitted to the California Department of Justice to include State, local, and federal-level review, as required by the Contract. Employees who <u>do not</u> pass or is not certified shall be immediately removed.	\$100 per employee per day who is not certified as passing the background check.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Employees Well Oriented To Job	Employees must have thorough knowledge of facility and its needs.	\$50 per error resulting from lack of orientation; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Staffing	Staffing levels are equal or exceed contract requirements.	\$50 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Training program	Document training of each employee.	\$250 per untrained employee.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Maintain Knowledge of Safety Requirements	Completion of training of all accepted standards for safe practices related to the work.	\$50 per employee, per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No	

\*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

## PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through I, inclusive, of this Contract (Exhibits A-I) and this PRS, Exhibits A-I shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-I, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
			<input type="checkbox"/> N/A	
<b>D. SUPERVISOR/MANAGERS</b>				
1. Change in Project Manager	Contractor shall notify the County in writing of any change in name or address of the Project Manager.	\$50 per occurrence.  <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
2. Respond to complaints, requests, and discrepancies.	Respond within the time frame outlined in the Contract.	\$50 per complaint not responded to within the time frame outlined in the specifications.  <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
3. Makes Site Inspections	Facility inspected each shift or as required by Contract.	\$50 per occurrence.  <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
4. Competent Supervisory Staff	Responsiveness to complaints and requests; maintain good work records, and acceptable level of service.	\$200 per occurrence; possible suspension.  <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
5. Provide Adequate Supervision and Training	Contract specifications met.	\$50 per occurrence; possible suspension.  <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		

\*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

## PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through I, inclusive, of this Contract (Exhibits A-I) and this PRS, Exhibits A-I shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-I, to clarify Performance Requirements, or to monitor or any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
6. Project Safety Official	Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices.	\$200 per occurrence.  <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
<b>E. CONTRACT ADMINISTRATION</b>				
1. Insurance Certifications	Certifications submitted before implementation of contract and on a timely basis there-after.	\$200 per day, work/contract; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Record Retention & Inspection/Audit Settlement	Maintain all required documents as specified in contract.	\$200 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. License and Certification	All license and certifications required to perform the work, if any.	\$200 per day; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Assignment and Delegation	Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County.	\$200 per day the County is not informed of this change; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Safety Requirements	Comply with all applicable State of California Occupational Safety and Health Administration	\$500 per occurrence; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

\*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

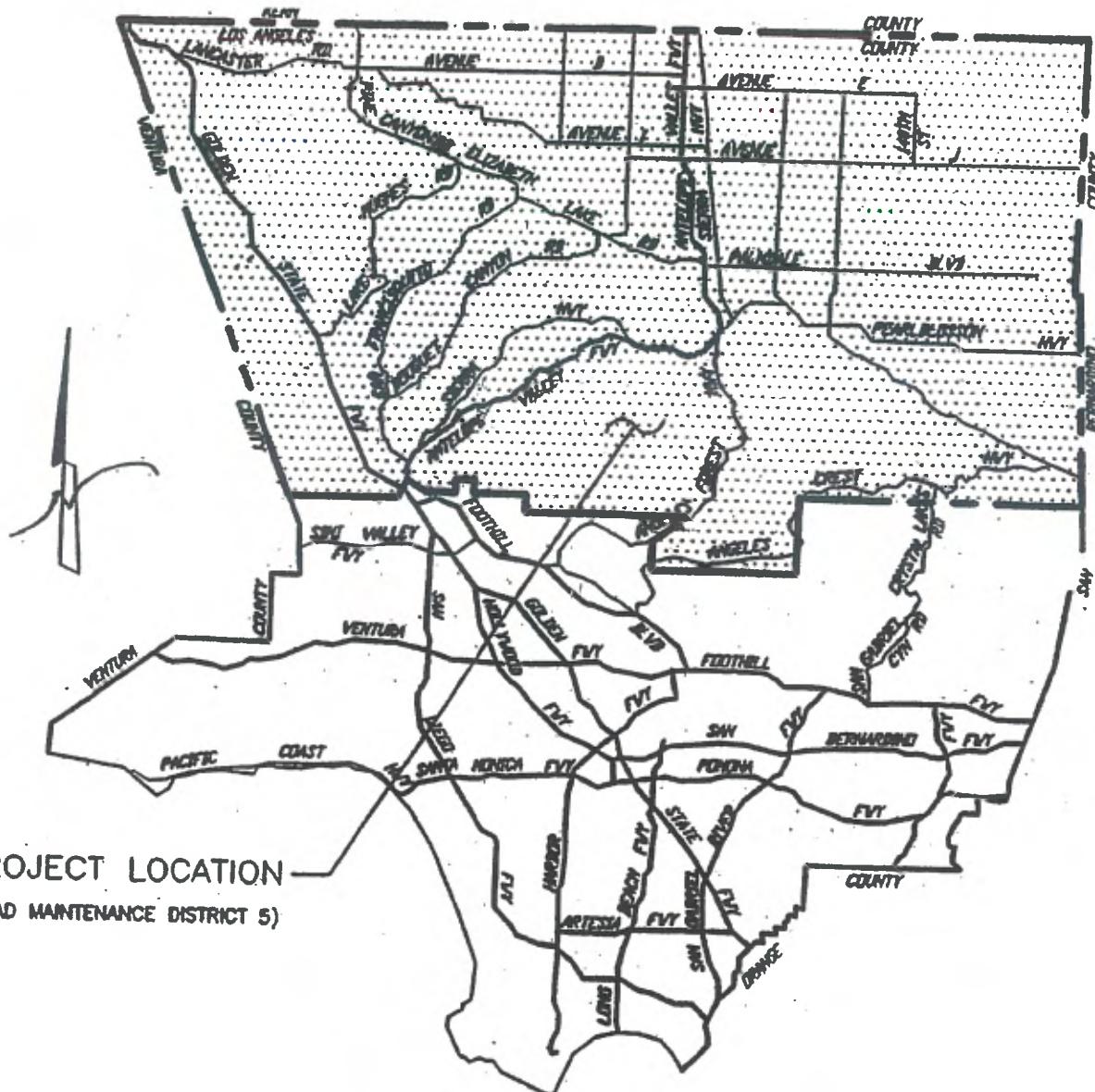
## PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through I, inclusive, of this Contract (Exhibits A-I) and this PRS, Exhibits A-I shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-I, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
(Cal/OSHA).				

\*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

LOS ANGELES COUNTY  
PUBLIC WORKS  
WATER TRUCKS  
AT VARIOUS NORTH COUNTY DEPARTMENT FACILITIES



VICINITY MAP  
No Scale

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS

PRO.NET

**WATER TRUCKS AT VARIOUS NORTH COUNTY DEPARTMENT FACILITIES**

## ROAD MAINTENANCE DISTRICT 5

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS  
**Water Truck Services**

CONTRACTOR USE ONLY

Company Name \_\_\_\_\_ Date Submitted \_\_\_\_\_

Company Representative \_\_\_\_\_

Company Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**Hours & Units / Day & Dates**Hours  
Units\*

Sun

Mon

Tues

Wed

Thur

Fri

Sat

Date \_\_\_\_\_

ITEM #	Type of Equipment	Total Hours	Down Time	Net Hours
	Water Truck			

PCA No. \_\_\_\_\_ OCA No. \_\_\_\_\_ User Code 1 \_\_\_\_\_

Job Location \_\_\_\_\_

Job Description \_\_\_\_\_

\* 1 Unit = 100 Gallons of Water

By signing this document, the contractor and/or his representative confirm that they agree with the total hours worked for this day/week.

Name of Department Supervisor \_\_\_\_\_

Signature of Contractor's Representative \_\_\_\_\_

Signature of Department Supervisor \_\_\_\_\_



## WATER USAGE LOG

## EXHIBIT I

TRUCK # \_\_\_\_\_

## WATER USAGE LOG FOR ROAD DIVISION:

Spadaro Enterprises, Inc.  
dba S & S Sweeping  
42612 8½ Street West  
Lancaster, CA 93534  
661-940-1914

Melissa Keyes, CEO/President  
Proposer

County of Los Angeles  
Department of Public Works  
Proposal for Water Truck Services

(BRC0000048)

February 19, 2019

1	Letter of Transmittal
2	Corporation Support Documents
3	Experience
4	Work Plan
5	Quality Assurance
6	Equipment
7	Subcontractors
8	Financial Resources
9	License and Certifications
10	Insurance
11	Recordkeeping
12	PW-1 thru PW-20
13	Living Wage Compliance LW-4
14	Living Wage Debarment History LW-5
15	Staffing and Cost Methodology LW-8
16	Wage and Hour record Keeping LW-9
17	Living wage Exemption
18	Additional Information
19	Attachments
20	
21	
22	
23	
24	
25	
26	
27	
28	
29	
30	
31	

## 2. Table of Contents

### 3. Letter of Transmittal

### 4. Support Documents for Corporations and Limited Liability Companies

- a. Certification of Good Standing
- Statement by Domestic (or Foreign) Stock Corporation
- Statement of Information

### 5. Experience

Background

Organization Chart

Specific Information; Identify Roles/Resumes for the firm, principals, managing employees, on-site supervisors

Provide additional information for staff involved with this contract

Demonstrate how the Proposer complies with Minimum Mandatory Requirements

### 6. Work Plan

Comprehensive and detail how service will be performed to meet requirements

Detailed plan on how the Water Truck Services Form, Exhibit H and Water Usage Log, Exhibit I will be accurately completed

Compliance Safety Requirements

### 7. Quality Assurance Program

a. Policies and Procedures

b. Inspection Fundaments

c. Quality Control Documentation, Review and Reporting

### 8. Equipment

Inventory of all operable equipment available to be used to accomplish the work (Form PW-19)

Evidence of Affirmative Statement that a minimum of three Water Trucks are in compliance with Exhibit A, Scope of Work

### 9. Subcontractors

### 10. Financial Resources

Financial Statements 2016, 2017 and 2018

### 11. Licenses and Certifications

### 12. Insurance

### 13. Record Keeping

## 14. Forms List

### LIVING WAGE CONTRACT

PW-1	Verification of Proposal
PW-2	Schedule of Prices
PW-3	County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form
PW-4	Contractor's Industrial Safety Record
PW-5	Conflict of Interest Certification
PW-6	Proposer's Reference List
PW-7	Proposer's Equal Employment Opportunity Certification
PW-8	List of Subcontractor (Subcontractors are not allowed)
PW-9	Request for County's Preference Program Consideration and CBE Firm/Organization Information
PW-10	GAIN and GROW Employment Commitment
PW-12	Charitable Contributions Certification
PW-13	Proposer's List of Terminated Contracts
PW-14	Proposer's Pending Litigations and Judgments
PW-15	Proposer's Insurance Compliance Affirmation
PW-16	Certification of Compliance with the County's Defaulted Property Tax Reduction Program
PW-17	Zero Tolerance Human Trafficking Policy Certification
PW-18	Compliance with Fair Chance Employment Hiring Practices Certification
PW-19	Statement of Equipment Form
PW-20	Proposer's Compliance with the Minimum Requirements Affirmation

14. Forms List continued

LIVING WAGE PROGRAM

LW-4	Acknowledgment and Statement of Compliance for Living Wage Ordinance and Contractor Nonresponsibility Debarment
LW-5	Living Wage Program Labor/Payroll/Debarment History
LW-7	Blank
LW-8	Proposer's Staffing Plan and Cost Methodology. (Total annual price listed on LW-8 must match the total proposed annual price listed in Form PW-2)
LW-9	Wage and Hour Record Keeping for Living Wage Contracts

15. Living Wage Ordinance – Application for Exemption

16. Additional Information

17. Attachments

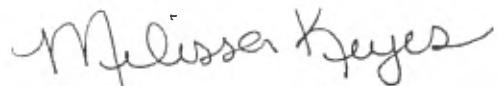
**3. LETTER OF  
TRANSMITTAL Statement  
of Understanding;**

To provide water trucks when notified 48 hours in advance to Public Works facilities within the boundaries of the North County area such as, but not limited to debris basins, channels, street and road rights of way including parkways and medians.

**Authorized individual(s) to make representations:**

Melissa Keyes,  
CEO/President  
42612 8th Street West  
Lancaster, CA 93534  
Office: 661-940-1914  
Cell:

Brian Keyes,  
Director of Operations  
42612 8th Street West  
Lancaster, CA 93534  
Office: 661-940-1914  
Cell:



Melissa Keyes, CEO/President  
Spadaro Enterprises, Inc.

Date: February 19, 2019

#### 4. SUPPORT DOCUMENTS FOR CORPORATIONS

Certificate of Good Standing (attached)

Statement of Domestic (or Foreign) Stock Corporation (attached)

Statement of Information (attached)

State of California  
Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME:

SPADARO ENTERPRISES, INC.

FILE NUMBER: C2400769  
FORMATION DATE: 10/23/2001  
TYPE: DOMESTIC CORPORATION  
JURISDICTION: CALIFORNIA  
STATUS: ACTIVE (GOOD STANDING)

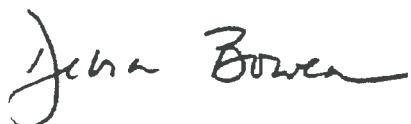
I, DEBRA BOWEN, Secretary of State of the State of California,  
hereby certify:

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

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



IN WITNESS WHEREOF, I execute this certificate  
and affix the Great Seal of the State of  
California this day of March 24, 2009.



DEBRA BOWEN  
Secretary of State



**State of California**  
**Secretary of State**

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

That the attached transcript of 1 page(s) was prepared by and in this office from the record on file, of which it purports to be a copy, and that it is full, true and correct.

**IN WITNESS WHEREOF**, I execute this certificate and affix the Great Seal of the State of California this day of

JUL 18 2007



*Debra Bowen*

DEBRA BOWEN  
Secretary of State



Secretary of State  
Business Programs Division

1500 11th Street, 3rd Floor  
Sacramento, CA 95814

Business Entities  
(916) 657-5448

## NOTICE OF LEGISLATIVE CHANGE

### Corporation Filing Requirements

As a result of numerous customer requests and in our ongoing effort to provide excellent customer service, the Secretary of State drafted language for inclusion in Senate Bill 998, chaptered on July 20, 2007 and effective January 1, 2008, making the following three significant changes to corporations' filing requirements with our office:

- All domestic (California) stock and nonprofit corporations and all foreign (out of state or country) corporations must provide a street address when designating an individual as agent for service of process. A post office box address no longer is acceptable.
- All domestic (California) stock and foreign (out of state or country) corporations must provide their mailing address on the Statement of Information, if the mailing address is different from the street address of the corporation's principal executive office.
- All domestic (California) nonprofit corporations must provide their mailing address on the Statement of Information, if the mailing address is different from the street address of the corporation's principal office in California or if the corporation has no principal office address in this state.

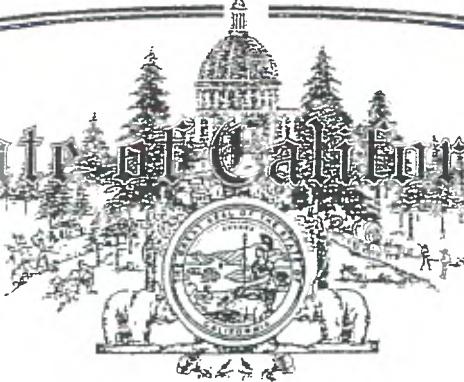
These changes eliminate the difficulty customers have experienced when attempting to serve personally an agent of a corporation at a post office box address while still allowing a corporation to include a separate post office box address for mailing purposes.

Documents filed on or after January 1, 2008, must meet the statutory filing requirements of the new law. New Statement of Information forms will be posted to the Secretary of State's website at [http://www.sos.ca.gov/business/bpd\\_forms.htm](http://www.sos.ca.gov/business/bpd_forms.htm) as of January 1, 2008. New forms may not be filed prior to January 1, 2008 and old forms cannot be accepted after December 31, 2007.

A complete copy of Senate Bill 998 is available on the California Legislative Counsel's website at <http://www.leginfo.ca.gov/bilinfo.html>.

**PLEASE NOTE:** The legislative changes only apply to corporations.

# State of California



2400769



## SECRETARY OF STATE

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 2 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

**IN WITNESS WHEREOF**, I execute this certificate and affix the Great Seal of the State of California this day of

OCT 23 2001

Secretary of State



# State of California Secretary of State

S

## Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

**IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM**

1. CORPORATE NAME

SPADARO ENTERPRISES, INC.

FM41451

**FILED**

In the office of the Secretary of State  
of the State of California

**MAY-01 2017**

2. CALIFORNIA CORPORATE NUMBER

C2400769

This Space for Filing Use Only

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.

If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 17.

**Complete Addresses for the Following** (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE 42612 8TH STREET WEST, LANCASTER, CA 93534	CITY	STATE	ZIP CODE
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY 42612 8TH STREET WEST, LANCASTER, CA 93534	CITY	STATE	ZIP CODE
6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4	CITY	STATE	ZIP CODE

**Names and Complete Addresses of the Following Officers** (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

7. CHIEF EXECUTIVE OFFICER/ MELISSA KEYES	ADDRESS 42612 8TH STREET WEST, LANCASTER, CA 93534	CITY	STATE	ZIP CODE
8. SECRETARY MELISSA KEYES	ADDRESS 42612 8TH STREET WEST, LANCASTER, CA 93534	CITY	STATE	ZIP CODE
9. CHIEF FINANCIAL OFFICER/ MELISSA KEYES	ADDRESS 42612 8TH STREET WEST, LANCASTER, CA 93534	CITY	STATE	ZIP CODE

**Names and Complete Addresses of All Directors, Including Directors Who are Also Officers** (The corporation must have at least one director. Attach additional pages, if necessary.)

10. NAME MELISSA KEYES	ADDRESS 42612 8TH STREET WEST, LANCASTER, CA 93534	CITY	STATE	ZIP CODE
11. NAME	ADDRESS	CITY	STATE	ZIP CODE
12. NAME	ADDRESS	CITY	STATE	ZIP CODE

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

**Agent for Service of Process** If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS  
MELISSA KEYES

15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY  
42612 8TH STREET WEST, LANCASTER, CA 93534 STATE ZIP CODE

**Type of Business**

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION  
TRANSPORT STREET SWEEPING LIMO

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

05/01/2017 MELISSA KEYES PRESIDENT  
DATE . TYPE/PRINT NAME OF PERSON COMPLETING FORM TITLE

*Melissa Keyes*  
SIGNATURE



**State of California  
Secretary of State**

**S**

**Statement of Information**

(Domestic Stock and Agricultural Cooperative Corporations)  
FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

**IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM**

1. CORPORATE NAME  
SPADARO ENTERPRISES, INC.

**G024301  
FILED**

In the office of the Secretary of State  
of the State of California

**SEP-06 2018**

2. CALIFORNIA CORPORATE NUMBER

C2400769

This Space for Filing Use Only

**No Change Statement** (Not applicable if agent address of record is a P.O. Box address. See instructions.)

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5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE
6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4	CITY	STATE	ZIP CODE

**Names and Complete Addresses of the Following Officers** (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

7. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
8. SECRETARY	ADDRESS	CITY	STATE	ZIP CODE
9. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE

**Names and Complete Addresses of All Directors, Including Directors Who are Also Officers** (The corporation must have at least one director. Attach additional pages, if necessary.)

10. NAME	ADDRESS	CITY	STATE	ZIP CODE
11. NAME	ADDRESS	CITY	STATE	ZIP CODE
12. NAME	ADDRESS	CITY	STATE	ZIP CODE

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY.

**Agent for Service of Process** If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS

15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE

**Type of Business**

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION

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

06/2018 MELISSA LINA KEYES CEO

DATE TYPE/PRINT NAME OF PERSON COMPLETING FORM TITLE SIGNATURE

SI-200 (REV 01/2013) APPROVED BY SECRETARY OF STATE

## 5.1 EXPERIENCE

### **Background:**

Our company has been located in the Antelope Valley for more than 28 years and we have an extensive reference list available upon request.

We have provided Water Truck Service to the Los Angeles County DPW since 2009. We have worked for contractors all through out the Southern California area, including Santa Clarita, San Fernando Valley, Los Angeles, Oxnard, Camarillo, Ventura, Corona, Anaheim Hills, Victorville, Tehachapi and Bakersfield.

Our Water Truck services include compaction, dust control and street washing to builders in construction areas and housing developments and flushing storm drains.

We also provide sweeping service to California Highway Patrol – CHP Weigh Stations in several areas in Los Angeles County, General Contractors for roadway construction, Commercial and Residential development projects, parking lots at strip malls, shopping centers, gas stations, professional centers and apartment and office complexes as well as pressure cleaning sidewalks and trash enclosures.

Since starting the business 28 years ago, we have established a working relationship with numerous developers and contractors that have grown and continued to use our company through this growth cycle. KB Homes has been using our services for 20 years, currently servicing 17 job sites in the Antelope Valley, Tehachapi and Bakersfield. Some of the other builders we are currently working with are Lennar Homes, Pacific Communities Builders; Stratham Homes, Beazer Homes, American Premiere Homes and K Hovnanian.

## **5.2 EXPERIENCE**

### **Specific Information:**

S & S Sweeping

Established 1990

Incorporated under, Spadaro Enterprises, Inc., 2001

- Certified by the Office of Small Business and DVBE Services of the State of California, Certification #39519 as a small business (included)
- Los Angeles County Certified as eligible participant in Local SBE Vendor#13033501 (included)
- State of California PWCR – DIR#1000033114 (included)
- Suppliers Clearinghouse Certificate #VON:17000329 (included)

### **Minimum Mandatory Requirements**

1. Driver's, Class A with End: TN, attached
  - Vernon Towry
  - DeAndre Rutherford
  - Robert Walker
  - Jeffrey Logan
  - Keith Kayser
  - Thomas Stidfole
  - James Foster
2. Company Water Truck Experience with the County per the existing Department of Public Works Contract #78260 (October 2014- October 2019) and the previous DPW contract#77049 (September 2009- October 2014).

All Water Truck Drivers/Operators have superseded the minimum requirement of three year's experience performing water truck service

On-Site Supervisors have all superseded the minimum requirement of three year's experience of performing the type of service solicited.

Printed on: 2/22/2019 5:34:27 PM

To verify most current certification status go to: <https://www.caleprocure.ca.gov>

## Office of Small Business & DVBE Services

**Certification ID:** 39519**Legal Business Name:**  
Spadaro Enterprises Inc**Doing Business As (DBA) Name 1:**  
S & S Sweeping**Doing Business As (DBA) Name 2:**  
Desert Star Limousine**Address:**  
42612 8TH ST WEST  
LANCASTER  
CA 93534**Email Address:**

generaloffice@spadaroinc.com

**Business Web Page:**<http://www.sweepersandwatertrucks.com>**Business Phone Number:**

661 9401914

**Business Fax Number:****Business Types:**

Service

Certification Type	Status	From	To
SB(Micro)	Approved	02/22/2019	02/28/2021
SB-PW	Approved	02/22/2019	02/28/2021

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!  
-LOG IN at [CaleProcure.CA.GOV](https://www.caleprocure.ca.gov)

Questions?

Email: [OSDSHELP@DGS.CA.GOV](mailto:OSDSHELP@DGS.CA.GOV)

Call OSDS Main Number: 916-375-4940

707 3rd Street, 1-400, West Sacramento, CA 95605



# LOS ANGELES COUNTY CONSUMER & BUSINESS AFFAIRS

Brian J. Stiger  
Director

Los Angeles County  
Board of Supervisors

Hilda L. Solis  
Mark Ridley-Thomas  
Sheila Kuehl  
Janice Hahn  
Kathryn Barger

February 06, 2018

SPADARO ENTERPRISES INC  
S & S Sweeping  
42612 8th Street West  
Lancaster, CA 93534

Vendor #: 130335  
Certification Record #: 9012

## CERTIFICATION LETTER FOR NON-FEDERALLY FUNDED COUNTY SOLICITATIONS

Dear SPADARO ENTERPRISES INC:

Congratulations! Your business is now certified as a Local Small Business Enterprise (LSBE) with the County of Los Angeles effective as of the date of this letter. Your LSBE certification expiration date is based on your State of California Department of General Services' (DGS) small business certification. Your certification expires on February 28, 2019.

Your business is eligible for LSBE preference consideration in those County of Los Angeles solicitations which include the "Request for Preference Consideration" form. You must complete the form and provide your Vendor Number in your bid/proposal along with a copy of this approval letter for each response to receive the preference.

Additionally, the Board of Supervisors established a "Countywide Small Business Payment Liaison and Prompt Pay Program". As a certified LSBE, your company is now eligible for a 15-day prompt payment. Please call the Small Business Services office at 855-230-6430 or send an email to [cbesbe@dcba.lacounty.gov](mailto:cbesbe@dcba.lacounty.gov) to request your free Prompt Payment Stamp and instructions.

The County of Los Angeles Department of Consumer and Business Affairs reserves the right to request additional information and/or conduct an on-site visit to verify your company's eligibility for the program. Please contact our office immediately if your business experiences any changes that could affect eligibility during the certification period.

Again, congratulations on your certification. If you have any questions about our LSBE Program, please call us at 323-881-3964, visit our website at <http://dcba.lacounty.gov> or email us at [cbesbe@dcba.lacounty.gov](mailto:cbesbe@dcba.lacounty.gov).

Sincerely,

BRIAN J. STIGER  
DIRECTOR

SABRA PURIFOY  
Acting Deputy Director  
BJS:SP



500 W. Temple St., Room B-96 • Los Angeles, CA 90012-2706 • toll-free 800.593.8222 • phone 213.974.1452 • fax 213.687.1137

[dcba.lacounty.gov](http://dcba.lacounty.gov)



# SPADARO ENTERPRISES INC

Vendor #130335

## Available Certifications

### Community Business Enterprise Program (CBE)

Pending Approval

### Disabled Veteran Business Enterprise (DVBE)

[Apply for Certification](#)

### Local Small Business Enterprise (LSBE)

Certification #009012 - Expires 2/28/2019

Pending Approval

### Social Enterprise (SE)

[Apply for Certification](#)



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211 LA County

A County Helps

Public Alerts



## Vendor Registration Maintenance

Vendor ID: 13033501 Legal Business Name: SPADARO ENTERPRISES INC

This page displays a summary of your current registration information. If you have any questions, please contact County Vendor Relations using the "Contact Us" link on the top menu.

### ► File Attachment Information

You currently do not have any attachment files.

To upload and or view attachment files, please click here: [View](#)

### ► Vendor Profile Information [View](#)

Legal Business Name: SPADARO ENTERPRISES INC

Alias/DBA Name:

EIN #: 954889638

TIN Type: Company (EIN)

Organization Type: Corporation

1099 Required: No

Business Type: Service

Independently Owned: Yes

Incorporation Date: 10/23/2001

Incorporation State: California

Non-Profit: No

Nbr of Employees: 15

Gross Revenue: 500,001 - 1,000,000

### ► Address & Contact Information

Registration ID	Type	Address	Contact	Last Modified	
	Payment	S&S SWEEPING 42612 8TH ST W LANCASTER CA 93534-4418	Susan Steelman 661-940-1914 generaloffice@spadaroinc.com	1/18/2018 6:35:22 PM	<a href="#">View</a>
01PR	Ordering	S&S SWEEPING 42612 8TH ST W LANCASTER CA 93534-4418	Susan Steelman 661-940-1914 generaloffice@spadaroinc.com	1/18/2018 6:35:22 PM	<a href="#">View</a>
01WR	Web Registration	S&S SWEEPING 42612 8TH ST W LANCASTER CA 93534-4418	SUSAN STEELMAN 661-940-1914 generaloffice@spadaroinc.com	1/22/2018 5:13:06 PM	<a href="#">View</a>

### ► Commodity & Service Selection

Below is the number of commodities/services you have registered with the County. Click the links below to view or modify your selections.

Number of commodities/services selected: 9

To view registered commodities/services: [Click Here](#)

*See attached*

### County Solicitation Terms & Conditions Maintenance

The Terms & Conditions maintenance feature helps you create or update, digitally sign and save an electronic version (PDF document) of the County's Solicitation Terms and Conditions. The County Solicitation Terms & Conditions maintained in this website are currently used in solicitations processed by ISD Central Purchasing only.

The electronic document will be used when responding online to a County Solicitation within the County's Vendor Self-Service website (VSS).

To create or update your Terms & Conditions [Click Here](#)



## Commodities/Services Selection

Here are the Commodities/Services you have registered for.

Last Modified By: SPADARO ENT INC | Last Modified On: 2/5/2018 9:09:00 AM

947 FORESTRY SERVICES

94741 FIREFIGHTING SERVICES, FORESTRY

948 PUBLIC WORKS AND RELATED SERVICES

96836 DUST CONTROL WATERING SVCS-PUBLIC WORKS

96874 STREET SWEEPING SERVICES

976 RENTAL OR LEASE SERVICES OF EQUIPMENT - AGRICULTURAL, AIRCRAFT, AUTOMOTIVE, - HEAVY EQUIPMENT, AND  
MARINE EQUIPMENT

97524 CONSTRUCTION EQUIPMENT RENTAL OR LEASE (NOT OTHERWISE CLASSIFIED)

97566 ROAD & HIGHWAY EQUIPMENT RENTAL OR LEASE (NOT OTHERWISE CLASSIFIED)

97578 SWEEPERS, STREET, RENTAL OR LEASE

97586 TRUCK AND VAN RENTAL OR LEASE

988 ROADSIDE, GROUNDS, RECREATIONAL AND PARK AREA SERVICES

98820 FIRE BREAK SERVICES-ROADSIDE-PARK- RECREATIONAL AREAS

99042 FIRE AND SAFETY SERVICES

DATE

**Registration Complete! Thank you for your payment.**

Your PWCR registration and payment were submitted on 06/26/2018 at 12:39 PM. If you paid by credit card, payment confirmation and registration processing will take up to 24 hours. If you paid by ACH/EFT, payment confirmation and registration processing will take up to 10 calendar days.

**Registration for Fiscal Year: 2019**

**PWC Registration Number:** 1000033114

**Contractor Legal Name:** SPADARO ENTERPRISES, INC.

**Contractor Legal Entity:** Corporation

**Payment Amount:** \$400.00

**Payment Method:** VISA

**Payment Confirmation Number:**

Legal Name	Registration Number	County	City	License Type/Number(s)	Current Status	Registration Date	Expiration Date
SPADARO ENTERPRISES, INC	1000033114	LOS ANGELES	LANCASTER	NONE/NONE	Active	06/26/2018	06/30/2019

**SUPPLIER CLEARINGHOUSE**  
**CERTIFICATE OF ELIGIBILITY**

CERTIFICATION EXPIRATION DATE: July 20, 2020

The Supplier Clearinghouse for the Utility Supplier Diversity Program of the California Public Utilities Commission hereby certifies that it has audited and verified the eligibility of:

*Spudaro Enterprises Inc DBA S & S Sweeping DBA Desert Star Limousine  
Women/Minority Business Enterprise (WMBE)*

pursuant to Commission General Order 156, and the terms and conditions stipulated in the Verification Application Package. This Certificate shall be valid only with the Clearinghouse seal affixed hereto.

Eligibility must be maintained at all times, and renewed within 30 days of any changes in ownership or control. Failure to comply may result in a denial of eligibility. The Clearinghouse may reconsider certification if it is determined that such status was obtained by false, misleading or incorrect information. Decertification may occur if any verification criterion under which eligibility was awarded later becomes invalid due to Commission ruling. The Clearinghouse may request additional information or conduct on-site visits during the term of verification to verify eligibility.

This certification is valid only for the period that the above firm remains eligible as determined by the Clearinghouse. Utility companies may direct inquiries concerning this Certificate to the Clearinghouse at (800) 359-7998 in Los Angeles.

VON: 17000329

DETERMINATION DATE: July 20, 2017

5.3 EXPERIENCE  
ORGANIZATION:

SPADARO ENTERPRISES, INC. ORGANIZATIONAL CHART:

Melissa Keyes, CEO/President

Brian Keyes, Director of Operations

James R. Spadaro, Q&A Director /Job Consultant

Susan Steelman, Accounts Manager

John Wood, Service/On-site Manager

Drivers:

Vern Towry  
Class A Driver  
End: M1,T-X

DeAndre Rutherford  
Class A Driver  
End: TN

Robert Walker  
Class A Driver  
End: TN

Jeffrey Logan  
Class A Driver  
End: TN

Alternate/Rover Drivers:

Keith Kayser  
Class A Driver  
End: TN

Thomas Stidfole  
Class A Driver  
End: TN

James Foster  
Class A Driver  
End: TN

## **5.4 EXPERIENCE**

### **Roles/Resumes, Company**

Spadaro Enterprises, Inc., dba: S & S Sweeping provides sweeper and water truck services as required on an hourly basis and established monthly accounts.

Water truck services are provided to Construction and Highway engineers for compaction and dust control. Contractors use our water trucks for dust control as well as water for plumbing, drywall, stucco, concrete and any subcontractors that require water on the building projects. We also provide service to Cal-Fire for Water support and the Film Industry for Fire-standby support.

Sweeping services are provided to State of California Highway Patrol, General Contractors, Development Companies, Property Management Companies, Landscaping Companies.

Some of our current Water Truck customers include:

County of Los Angeles Department of Public Works  
Cal Fire  
Southern California Edison  
Pacific Communities Builder  
KB Homes  
Beazer Homes  
Oakridge Landscaping, Inc.  
Landscape Development Inc.  
OSL Construction, Inc.  
Edwards Air Force Base  
City of Lancaster

## **5.5 EXPERIENCE (PW-20)**

### **Roles/Resumes, Principal**

Melissa Keyes, CEO/President

#### **Abilities**

Experience in Construction, Permitting, Planning, Supervising, Managing Employees Class, 3 years A/ B Motor Vehicle Heavy equipment Operation

#### **Employment History:**

May 1, 2017- Present

CEO/President of Spadaro Enterprises, Inc. Lancaster, CA

Oversees Budgeting, Payroll, Human Resource, Accounts Payable Receivable, Sales and Contracting.

12/ 1998 to April, 2017 City of Palmdale

Senior Community Development Administrator Palmdale, CA

Provides information and direction to the public, community development planning, and building and safety department; planning, engineering, and technical development services staff; received, reviewed, routes, processes, and performs plan checking issuance of encroachment, grading, landscaping, building, plumbing, mechanical, electrical, sewer, demolition, and industrial waste permits for new and existing commercial, industrial, and residential construction projects. Deferred completion agreements, Bond release

1/1994 – 12/ 1996 United States Army / Army Reserve

Motor Transport Operator MOS 88M  
Fort Jackson SC, Fort Leonard Wood, MO Vilseck Germany

Transport of vehicles equipment and personnel. Busses Humvees 2.5 and 5 ton 6x6 trucks HEMTTs M939 M35A M915A extensive training on a variety of trucks and tractor trailer rigs including Transportation of Personnel, Ammunition, Fuel, Water and Cargo. This training is the civilian equivalent of a Class A truck and trailer operator and class B Passenger Bus with tanker and HAz mat endorsements.

#### **Education:**

BA Business Management University of Phoenix Los Angeles, CA

#### **Certifications:**

ICC Safe Permitting Certification expires 12/2020

#### **Skills:**

Workforce Management, Data Management/Analysis, Excel, Microsoft Office, Account Management, OSHA, Customer Service, Motor vehicle Transport Operator, Human resource management

## **5.6 EXPERIENCE (PW-20)**

### **Roles/Resumes, Manager Employees**

Brian Keyes,  
Director of Operations & Safety Manager

Mr. Brian Keyes, Director of Operations is heading up the Safety Department and shall be responsible for weekly safety meetings and in communication with our Worker's Compensation Insurance representatives regarding in-house and job-site safety.

#### Employment History:

May 1, 2017 to Present  
Director of Operations at Spadaro Enterprises, Inc., Lancaster, CA

Duties include be not limited to; Overseeing dispatch and daily operations of Sweeping and Water truck operators and equipment.  
Scheduling daily work, Vehicle maintenance, Training and Safety, Contracts

2013 to 2017 Self Employed Business Operations Consultant Training, Safety, Sales and Recruitment

2011-2012 Lifestream  
Director Recruitment Scheduling Operations, responsible for Mobile Vehicle and Bus operations and Fixed base centers.

2005 - 2011  
American Red Cross Blood Services Pomona CA  
Associate Director Oversight of 160 employees and Daily Operations 15 fixed locations and 36 mobile operations.

1999- 2004  
American Red Cross Van Nuys, CA  
Supervisor oversight of 60 employees

1997 - 1999  
American Red Cross Blood Services Los Angeles, CA  
Mobile Operations Charge /Site Supervisor over 10 to 12 employees.

1985 - 1995  
Valencia Hills HOA Assistant Manager Oversight of site HOA maintenance

Education:  
LAC USC 1996 Los Angeles CA

## **5.7 EXPERIENCE**

### **Roles/Resumes, Manager Employees**

James R. Spadaro, Quality Assurance Director/Safety Manager

#### Employment History:

October 1990 – May 1, 2017

Owner/President of S&S Sweeping, Incorporated in 2001 to Spadaro Enterprises, Inc.

1984-1990

Construction Superintendent at Ashwood Homes

1976-1983

Carpenter's Union Local 85, Rochester, NY

1972-1976

Superintendent and Construction Safety Manager with Lombard Construction, LeRoy, NY

#### Education:

1970, LeRoy High School

1970-1972, Genesee Community College

#### Duties include but not limited to:

Director of Quality Assurance Operations Department specializing in Protocol with company policies (i.e., inspections and control parameters). Having 28 years of experience being the previous company owner of Spadaro Enterprises, Inc.

Also, with a total of 45 years' experience in the construction industry supervising crews on job sites and safety practices in the day to day operations.

## **5.8 EXPERIENCE- (PW-20)**

### **Roles/Resumes, Managing Employees, LWO Payroll and LWO Reports**

Susan Steelman

#### **Employment History:**

12/2011 to Present	Spadaro Enterprises, Inc., dba: S&S Sweeping Lancaster, CA Office Manager
3/2005 to 12/2011	Spadaro Enterprises, Inc, dba: Desert Star Limousines Lancaster, CA Office Manager/Dispatch
4/2001 to 3/2005	James R. Nash, General Contractor – Palmdale, CA Office Manager
7/1992 to 4/2001	S & S Sweeping and Water Trucks (aka: Spadaro Enterprises, Inc.) - Lancaster, CA Office Manager

#### **Education:**

Pierce College – Woodland Hills, CA  
USC – Los Angeles, CA  
Antelope Valley College – Lancaster, CA

#### **Duties:**

Office Manager. Has 37 years' experience as Office Manager in the construction field, primarily in charge of Accounts Payable/Receivable, Payroll, processing Certified Payroll Reports and managing employee time schedules. Additionally, preparing bid/contract documentation and Insurance Compliant Officer.

10 years of Experience processing Living Wage Ordinance payrolls and Living Wage Ordinance payroll reports.

Responsible for LWO Audits, Staffing Plans, Living Wage Notices and required signatures for compliance regulations and all housing of documents pertaining to Contracts and LWO, and weekly Water Truck Service forms and Water Usage Logs from site supervisors.

## **5.9 EXPERIENCE – (PW-20)**

### **Roles/Resumes, Manager Employees**

John A. Wood,  
Employee and Shop Service Manager &  
On-Site Supervisor

#### Employment History

3/1999 to Present Spadaro Enterprises, Inc. – Lancaster, CA – Site Supervisor Forman/Service Manager/Mechanic/Water Truck and Sweeper Truck operator

6/1994 to 4/1999 20/20 Recycling – Coronado, CA – Site Attendant

10/1990 to 6/1994 Mountain High Ski Resort – Wrightwood, CA ~ Equipment Maintenance Mechanic

Education: Palmdale High School, Palmdale, CA

Current Duties: Site Supervisor/Mechanic

Site Supervisor; 19 years' experience running the service department, managing employees, in house and out in the field and operating Sweepers and Water Trucks on a daily basis.

Mechanical; responsible for all company vehicles maintenance and irregular problems. Has extensive knowledge of all vehicles in corporate fleet.

## **5.10 EXPERIENCE (PW-20)**

### **Additional information for Staff involved with this Contract**

#### **Staff Water Truck Operator(s) Information**

Vernon Towry – CA DL – Class AM1 End: T-X, Water Truck Driver. Currently working the Los Angeles County – DPW location 551. 15 years water truck operator experience.

DeAndre Rutherford – CA DL – Class A End: TN, Water Truck Driver. Currently, working the Los Angeles County – DPW location 558. 21 years water truck operator experience

Robert Walker – CA DL – Class A End: TN, Water Truck Driver. Currently, working the Los Angeles County – DPW location 551 & 553. 17 years water truck operator experience.

Jeffrey Logan – CA DL – Class A End: TN. Water Truck Driver. Currently Water Truck Operator working the Los Angeles County – DPW location 555. 24 years water truck operator experience.

Keith Kayser – CA DL – Class A End: TN, Water Truck Driver. Performs various water truck jobs and is an alternate for Los Angeles County Department of Public Works Antelope Valley locations. Has 28+ years water truck operator experience.

Tom Stidfole – CA DL – Class AM1 End: TN Water Truck Driver. Currently working various water truck jobs and alternate for Los Angeles County Department of Public Works DPW locations. He has 21 years water truck operator and heavy equipment experience.

James Foster – CA DL – Class A End: TN, Water Truck Driver. Currently working various water truck and sweeper jobs and will be an alternate for Los Angeles County Department of Public Works DPW locations. He has 35+ years water truck operator and heavy equipment experience.

## **6. WORK PLAN (Forms LW-8.1, 8.2, 8.3, 8.4 & 8.5)**

### **Comprehensive and detail how service will be performed to meet requirements**

Drivers are selected and schedule for a particular job based on experience and capability.

- All drivers possess the appropriate class license with appropriate endorsements and clean driving records.
- All drivers are screened for professionalism, capable of working well with other and following instructions.

Drivers are scheduled in advance and notified by the office at the end of each works day for the next day by telephone, text, email, personal contact or a combination of these methods.

Per site location will determine the days and hours of drivers.

Driver's time per site include but not exclusive to, Monday through Friday.  
Hours 6:00 am to 4:30 pm

Prevailing wage determined by Los Angeles County contract number BRC0000048 shall be in effect.

These wages shall reflect the standard Teamster's Classification (Journeyperson), Group V for Water Truck operator – 3 axles.

The schedule as follows will be paid to drivers:

- Regular "up to" 8.0 hours per day, \$60.13/hour
- Overtime (daily 1.5 x rate) 8.0 to 12.0 hours per day, \$75.68/hour
- Saturday (1.5 x rate) up to 8.0 hours per day, \$75.68/hour
- Sunday/Holiday (2 x rate) up to 8.0 hours per day, \$91.22/hour

Please note:

DIR - Craft; Teamsters Schedule (included) requiring any hours over 8.0 hours worked in a regular work week (Mon-Fri) must be paid Overtime Rate and a breakdown of pay amounts.

Water Truck Operators "Staffing Plan" (included).

Letter to Contract Analyst regarding "Part-Time" Employee provision request included.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #TEAMSTER  
(APPLIES ONLY TO WORK ON THE CONSTRUCTION SITE)

DETERMINATION: SC-23-261-2-2018-2

ISSUE DATE: August 22, 2018

EXPIRATION DATE OF DETERMINATION: June 30, 2019\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties

Classification <sup>c</sup> (Journeyperson)	Basic Hourly and Rate	Health Welfare	Pension	Employer Payments			Straight-Time		Overtime Hourly Rates		
				Vacation/ Holiday	Training <sup>e</sup>	Other Payments	Hours	Total Hourly Rate	Daily <sup>d</sup>	Saturday <sup>d</sup>	Sunday/ Holiday
Group I	30.59	17.87	6.00	3.05 <sup>a</sup>	1.67	.45	8	59.63	74.925	74.925	90.22
Group II	30.74	17.87	6.00	3.05 <sup>a</sup>	1.67	.45	8	59.78	75.15	75.15	90.52
Group III	30.87	17.87	6.00	3.05 <sup>a</sup>	1.67	.45	8	59.91	75.345	75.345	90.78
Group IV	31.06	17.87	6.00	3.05 <sup>a</sup>	1.67	.45	8	60.10	75.63	75.63	91.16
X Group V	31.09	17.87	6.00	3.05 <sup>a</sup>	1.67	.45	8	60.13	75.675	75.675	91.22
Group VI	31.12	17.87	6.00	3.05 <sup>a</sup>	1.67	.45	8	60.16	75.72	75.72	91.28
Group VII	31.37	17.87	6.00	3.05 <sup>a</sup>	1.67	.45	8	60.41	76.095	76.095	91.78
Group VIII	31.62	17.87	6.00	3.05 <sup>a</sup>	1.67	.45	8	60.66	76.47	76.47	92.28
Group IX	31.82	17.87	6.00	3.05 <sup>a</sup>	1.67	.45	8	60.86	76.77	76.77	92.68
Group X	32.12	17.87	6.00	3.05 <sup>a</sup>	1.67	.45	8	61.16	77.22	77.22	93.28
Group XI	32.62	17.87	6.00	3.05 <sup>a</sup>	1.67	.45	8	61.66	77.97	77.97	94.28
Subjourneyman <sup>b</sup>											
0-2000 hours	16.80	17.87	6.00	1.90 <sup>a</sup>	1.67	.45	8	44.69	53.09	53.09	61.49
2001-4000 hours	18.80	17.87	6.00	2.15 <sup>a</sup>	1.67	.45	8	46.94	56.34	56.34	65.74
4001-6000 hours	20.80	17.87	6.00	2.40 <sup>a</sup>	1.67	.45	8	49.19	59.59	59.59	69.99
Over 6000 hours and thereafter at journeyman rates											

# Indicates an apprenticeshipable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

<sup>a</sup>Includes an amount for Supplemental Dues.

<sup>b</sup>Subjourneyman may be employed at a ratio of one subjourneyman for every five journeymen.

<sup>c</sup>For classifications within each group, see page 21A.

<sup>d</sup>Rate applies to the first 4 daily overtime hours on weekdays and the first 12 hours on Saturday. All other overtime is paid at the Sunday/Holiday double-time rate.

<sup>e</sup>Includes \$0.60 for Apprentice Program Fund and \$1.07 for Teamster Training and Upgrading Trust.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/opr/DPrcWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/opr/DPrcWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Rates 7/1/2018

**Group I**

Warehouseman and Teamster

**Group II**

Driver of Vehicle or Combination of Vehicles - 2 axles  
Traffic Control Pilot Car, excluding moving heavy equipment permit load  
Truck Mounted Power Broom

**Group III**

Driver of Vehicle or Combination of Vehicles - 3 axles  
Bootman  
Cement Mason Distribution Truck  
Fuel Truck Driver  
Water Truck - 2 axles  
Dump Truck of less than 16 yards water level  
Erosion Control Driver

**Group IV**

Driver of Transit Mix Truck-Under 3 yds  
Dumpcrete Truck Less than 6 1/2 yards water level  
Truck Repairman Helper

**Group V**

Water Truck 3 or more axles  
Warehouseman Clerk  
Slurry Truck Driver

**Group VI**

Driver of Transit Mix Truck - 3 yds or more  
Dumpcrete Truck 6 1/2 yds water level and over  
Driver of Vehicle or Combination of Vehicles - 4 or more axles  
Driver of Oil Spreader Truck  
Dump Truck 16 yds to 25 yds water level  
Side Dump Trucks  
Flow Boy Dump Trucks

**Group VII**

A Frame, Swedish Crane or Similar  
Forklift Driver  
Ross Carrier Driver  
Truck Greaser and Tireman - \$0.50 additional for Tireman  
Pipeline and Utility Working Truck Driver, including  
Winch Truck and Plastic Fusion, limited to Pipeline and  
Utility Work  
Working Truck Driver

**Group VIII**

Dump Truck of 25 yds to 49 yards water level  
Truck Repairman  
Water Pull Single Engine  
Welder

**Group IX**

Truck Repairman Welder  
Low Bed Driver. 9 axles or over

**Group X**

Water Pull Single Engine with attachment  
Dump Truck and Articulating ~ 50 yards or more water level

**Group XI**

Water Pull Twin Engine  
Water Pull Twin Engine with attachments  
Winch Truck Driver - \$0.25 additional when operating a Winch  
or similar special attachments

*SPADARO ENTERPRISES, INC.*

dba: S&S Sweeping  
42612 8<sup>th</sup> Street, West  
Lancaster, CA 93534

661.940.1914/Office 661.940.8022/Fax  
Director of Operations: [generaloffice@spadaroinc.com](mailto:generaloffice@spadaroinc.com)  
Accounting Email: [spadaroaccts@gmail.com](mailto:spadaroaccts@gmail.com)

February 19, 2019

Attention: Ms. Amber Turner, Contract Analyst  
County of Los Angeles  
Department of Public Works  
Living Wage Section  
900 South Freemont Avenue  
Alhambra, CA 91803

Re: Water Truck Bid Proposal (BRC0000048)  
Request to Use "Part Time" Employees

Ms. Amber Turner:

This letter is to request authorization to utilize 4 Part Time employees as Permanently assigned Water Truck drivers for LA County DPW sites 551, 553, 555 and 558. Spadaro Enterprises, Inc. is unable to give employees Full time positions due to the fact that the Department of Public Works current service requirements does not allow employees to have a Full-time position on an ongoing basis.

However, we will make every effort to provide Full time employment to these employees whenever possible.

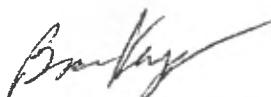
Additionally, we are requesting authorization to utilize 2 Part time employees as Rover/Alternates for the above listed DPW sites.

Notation: The Water Truck Service employees can and do have over Thirty-Five (35) hours during the "Seasonal" periods of Summer months or Fires and when the Site Superintendent has a requirement for more usage of the Water Truck Service. Last summer Three (3) of the Four (4) Permanent employees have had a lot of weeks of over 35 hours a week and 8-10 hours on Saturdays.

Please contact me should you require additional information to process.

Thank you,

Brian Keyes  
Director of Operations





COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM  
STAFFING PLAN

COMPANY NAME	SPADARO ENTERPRISES, INC., dba: S&S Sweeping
COMPANY ADDRESS	14261 8th Street, West Lancaster, CA 93534
PROJECT	Walter Truck Service - (BLR:000000048)
DEPARTMENT NAME	Department of Public Works

Created 2.12.2019



# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

MARK PESTRELLA, Director

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

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

February 20, 2019

IN REPLY PLEASE  
REFER TO FILE: BRC-1  
BRC0000048

Mr. Brian Keyes, Director of Operations  
Spadaro Enterprises, Inc.  
dba S&S Sweeping  
42612 8th Street, West  
Lancaster, CA 93534

Dear Mr. Keyes:

### PART-TIME STAFFING REQUEST

On February 19, 2019, we received your request to use part-time employees and your Staffing Plan pertaining to BRC0000048 entitled Water Trucks Service in the unincorporated areas of North Los Angeles County. If awarded, this Contract supports the use of full-time employees.

Spadaro Enterprises, Inc. (Spadaro) has demonstrated the necessity to use non-full-time employees based on staffing efficiencies and/or the job scheduling requirements. Spadaro is approved to use six part-time employees including two rovers; however, if awarded, Spadaro must make a continual good faith effort to offer full time employment of 35 to 40 hours per week to all employees governed by this Contract.

If you have any questions or need additional information, you may contact Ms. Ghayane Zakarian at (626) 300-3224, Monday through Thursday, 7:30 a.m. to 5:30 p.m.

Very truly yours,

MARK PESTRELLA  
Director of Public Works

*Alayna Zakarian*  
For JOSE M. QUEVEDO  
Assistant Deputy Director  
Business Relations and Contracts Division

MG

P:\aepub\Service Contracts\LIVINGWAGE\LWO\Letters\Part Time Request Letters\Part-TimeLetter - Spadaro Enterprises - BRC0000048 - 2-20-19.docx



# COUNTY OF LOS ANGELES LIVING WAGE PROGRAM STAFFING PLAN

COMPANY NAME	SPADARO ENTERPRISES, INC.
COMPANY ADDRESS	4261 28th Street, West Lancaster, CA 93534
PROJECT	Walter Truck Service - (490000048)
DEPARTMENT NAME	Department of Public Works

## **6.1 Work Plan**

### **Water Truck Services Form, Exhibit H**

Each Water Truck Driver is responsible for completing the Water Truck Service Form each day worked and at the end of the work week turns in to Los Angeles County – DPW site supervisor for approval. Then a copy is brought to our offices for payroll and billing purposes.

### **Water Usage Log, Exhibit I**

This form will be accurately completed on a daily basis by water truck operator. This will be submitted to Los Angeles County – DPW site supervisor with the Water Truck Form at the end of each work week. A copy is brought to our offices and affixed with the Water Truck Form and keep on file.

### **Description of Safety Compliance requirements**

Drivers are required to attend all "Safety Meetings" that are scheduled every month to go over a Monthly Target topic. Additionally, at that time all safety concerns are addressed.

All trucks have first aid safety kit, cleaning supplies, tool kits, flares, reflectors and each operator have a cellular phone.

### **Addressing the Best Management Practice (BMP) requirements:**

We are fully equipped to handle any issues regarding spillage and leakage from storage of equipment or material within the Los Angeles County facilities.

We have a service truck available with "Absorb All", Heavy duty Broom and Vacuum Sweeper truck units, pressure washers and manpower that are available at our company location facility and can be dispatched 24 hours / 7 days per week.

Vehicles that are stored at the Los Angeles County facility all have drip pans under vehicles in case of oil or grease droppings.

We try to prevent any issues before they happen. We regularly pressure wash and inspect all vehicles to insure cleanliness and keep down time to an absolute minimum.

## **7. QUALITY ASSURANCE**

Brian Keyes and shall be effectual in dealing with customer service and employee matters.

James Spadaro is the Director of Quality Assurance Operations Department specializing in Protocol, i.e., inspection system. With 28 years' experience of being the previous company owner his knowledge and superior leadership is outstanding and without a blemish.

Susan Steelman is in charge of all LWO concerns, weekly payrolls and monthly reports.

The methodology is all drivers/employees submit weekly timesheets and turned in by the following Monday. Ms. Steelman then pulls the weekly timesheets, Water Truck Service forms, Water Usage Logs and the daily DOT Truck Inspection sheets from employee envelopes in the shop area every Monday afternoon. In processing of the payroll, the timesheet hours are computed and "MUST" match the Water Truck Service forms signed off by the site Superintendent prior to delivering timesheets to Brian Keyes, Director of Operations for the final approval to process paychecks. Then paychecks are distributed the following Friday before 12:00 pm.

John Wood shall be effective managing vehicles maintenance and day to day issues if any in addition to monitoring all job sites at their locations to comply with Quality Assurance issues if any.

All company personnel involved with this contract shall avert any and all discrepancies to comply with an effective monitoring system to ascertain and provide in a timely manner a successful and smooth-running service.

- Drivers are required to inspect vehicles, pre-trip, check all fluids, belts, hoses, etc.
- Any and all deficiencies are to be reported to the office and service personnel.
- Driver responsibilities include checking all fluids, tire pressure, lights, etc. prior to taking a vehicle out of the yard or job location for the work day schedule.

## 7. QUALITY ASSURANCE continued

Preventive maintenance is performed regularly to eliminate break downs in the field.

- On site mechanic on duty daily
- Fully equipped service truck is available for vehicle maintenance.

Our company has an on-going rewards program, cleanest truck, no incidents, most professional driver is rewarded with a \$50.00 check for that month of service.

Additionally, all personnel to be involved with this contract shall comply with the "On Demand" random drug testing program provided by our vendor, ArcPoint Labs. This is Mandatory! for "Driver Personnel" per the Department of Transportation and the Department of Motor Vehicles – California Highway Patrol BIT inspection program.

Also, all of the commercial driver's licensed personnel is monitored by the Department of Motor Vehicles – Employer Pull Notice program. This program notifies administration as to the "Current Status" of the employee's license.

## 8. EQUIPMENT (PW-20)

### Vehicle List

YEAR	MAKE/MODEL	VIN:	PLATE #
2001	Peterbilt		
2008	Sterling		
2008	Int'l CAT I		
2008	Int'l Cummings		
2008	Int'l CAT II		
2009	International		

Copies of Registrations (included).

### Affirmation of Compliance:

1. Capacity of 4,000 or greater
2. Capable of dispensing water under pressure by use of a pump
3. Capable of dispensing water to either the right or left side of the water truck through either a fixed or adjustable side shot spray nozzle
4. Capable of connecting to discharge hoses from a garden to a 2.5-inch hose to facilitate drain and culvert cleaning
5. Capable of connecting to a minimum 2.5-inch hose to facilitate tank filling
6. Fully adjustable spray nozzles (two in front and two in the rear)
7. Legal for operation on public highways

All of above vehicles are legally registered with the State of California Department of Motor Vehicles and California Highway Patrol BIT inspection program. Motor Carrier permit number CA . is displayed on each vehicle both right- and left-hand side.

SPEQP

IDENTIFICATION EXPIRES

E2

TYPE LICENSE NUMBER

BODY TYPE MODEL  
WATRTA  
DATE ISSUED

09Z D

MAKE	TYPE VEH
PTRB	
TOTAL FEES	

\$25

1900

PUT STICKER ON PLATE AS SHOWN BELOW

TOW DOLLY

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SPECIAL EQUIPMENT

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INSTRUCTIONS FOR  
APPLYING LICENSE STICKER

1. CLEAN SURFACE THOROUGHLY (STICKER WILL NOT STICK IF WET OR DIRTY.)
2. BEND STICKER AT SLIT AND PEEL SLOWLY.
3. PLACE STICKER IN THE AREA SHOWN ABOVE.



SPEQP

IDENTIFICATION EXPIRES

E2

TYPE LICENSE NUMBER

BODY TYPE MODEL  
WATRTA  
DATE ISSUED

09Z D

MAKE	TYPE VEH
PTRB	
TOTAL FEES	

\$25

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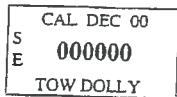
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SPADARO ENTERPRISE INC  
42612 8TH ST W  
LANCASTER CA 93534-7104

STATE OF CALIFORNIA  
DEPARTMENT OF MOTOR VEHICLES  
VALIDATED REGISTRATION CARD  
READ REVERSE SIDE - IMPORTANT INSTRUCTIONS

PUT STICKER ON PLATE AS SHOWN BELOW

TOW DOLLY

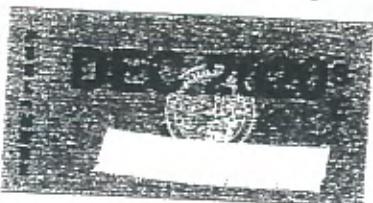


SPECIAL EQUIPMENT



INSTRUCTIONS FOR  
APPLYING LICENSE STICKER

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SPEQP

IDENTIFICATION EXPIRES

E2

TYPE  
LICENSE NUMBER

BODY TYPE MODEL  
WATRTA  
DATE ISSUED

09Z

\$25  
1900

MAKE  
STERL  
TYPE VEH  
TOTAL FEES

SPADARO ENT INC  
42612 8TH ST. WEST  
LANCASTER CA 93534-7104



STATE OF CALIFORNIA  
DEPARTMENT OF MOTOR VEHICLES  
VALIDATED REGISTRATION CARD  
READ REVERSE SIDE - IMPORTANT INSTRUCTIONS

SPEQP

IDENTIFICATION EXPIRES

E2

TYPE  
LICENSE NUMBER

BODY TYPE MODEL  
WATRTA  
DATE ISSUED

09Z

\$25  
1900

MAKE  
STERL  
TYPE VEH  
TOTAL FEES

SPADARO ENT INC  
42612 8TH ST. WEST  
LANCASTER CA 93534-7104



STATE OF CALIFORNIA  
DEPARTMENT OF MOTOR VEHICLES  
VALIDATED REGISTRATION CARD  
READ REVERSE SIDE - IMPORTANT INSTRUCTIONS

SPEQP

IDENTIFICATION EXPIRES

TYPE LICENSE NUMBER

E2

PUT STICKER ON PLATE AS SHOWN BELOW

TOW DOLLY

VI

BODY TYPE MODEL  
WATRTA  
DATE ISSUED

09Z D

MAKE	TYPE VEH
INT'L	
TOTAL FEES	

\$25  
5600

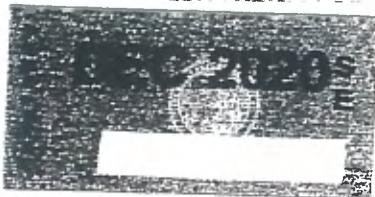
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SPECIAL EQUIPMENT

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SPADARO ENTERPRISES INC  
2355 PENINSULA RD  
OXNARD CA 93035-2920



#107  
CAT 1

STATE OF CALIFORNIA  
DEPARTMENT OF MOTOR VEHICLES  
VALIDATED REGISTRATION CARD  
READ REVERSE SIDE - IMPORTANT INSTRUCTIONS

SPEQP

IDENTIFICATION EXPIRES

TYPE LICENSE NUMBER

E2

BODY TYPE MODEL  
WATRTA  
DATE ISSUED

09Z D

\$25  
5600

MAKE	TYPE VEH
INT'L	
TOTAL FEES	

SPADARO ENTERPRISES INC  
2355 PENINSULA RD  
OXNARD CA 93035-2920



#107  
CAT 1

STATE OF CALIFORNIA  
DEPARTMENT OF MOTOR VEHICLES  
VALIDATED REGISTRATION CARD  
READ REVERSE SIDE - IMPORTANT INSTRUCTIONS

\*\*IDENTIFICATION CARD\*\*\*

MAKE  
INTL SPECIAL VEHICLE

BODY TYPE MODEL MO TYPE VEHICLE USE  
WATRTA XM WATER TANK

DATE ISSUED CC/ALCO DT FEE RECVD PIC

1

EXPIRES:  
TYPE VEH 09Z  
TYPE LIC E2  
LICENSE NUMBER

VEHICLE ID NUMBER

REGISTERED OWNER  
SPADARO ENTERPRISES INC  
2355 PENINSULA RD

OXNARD  
CA

SELLER'S  
SIGNATURE

DATE SOLD \_\_\_\_/\_\_\_\_/\_\_\_\_

AMOUNT DUE  
\$ 25.00  
AMOUNT RECVD  
CASH :  
CHCK :  
CRDT :

PR EXP DATE:  
AMOUNT PAID  
\$ 25.00

CARRY THIS DOCUMENT OR  
A COPY WHEN  
OPERATING THIS VEHICLE



LOHATETL # 15

\*\*IDENTIFICATION CARD\*\*\*

MAKE  
INTL SPECIAL VEHICLE

BODY TYPE MODEL MO TYPE VEHICLE USE  
WATRTA XM WATER TANK

DATE ISSUED CC/ALCO DT FEE RECVD PIC

6 1

EXPIRES:  
TYPE VEH 09Z  
TYPE LIC E2  
LICENSE NUMBER

REGISTERED OWNER  
SPADARO ENTERPRISES INC  
2355 PENINSULA RD

OXNARD  
CA

SELLER'S  
SIGNATURE

DATE SOLD \_\_\_\_/\_\_\_\_/\_\_\_\_

AMOUNT DUE  
\$ 25.00  
AMOUNT RECVD  
CASH :  
CHCK :  
CRDT :

PR EXP DATE:  
AMOUNT PAID  
\$ 25.00

CARRY THIS DOCUMENT OR  
A COPY WHEN  
OPERATING THIS VEHICLE

SPEQP

IDENTIFICATION EXPIRES

E1

LICENSE NUMBER

PUT STICKER ON PLATE AS SHOWN BELOW

BODY TYPE MODEL  
FARMTR  
DATE ISSUED

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MAKE  
INTL  
TYPE VEH  
TOTAL FEES

\$25  
5600

TOW DOLLY

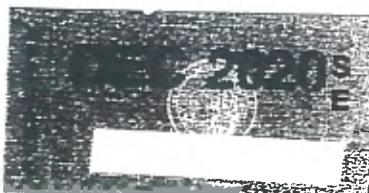
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SPECIAL EQUIPMENT

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INSTRUCTIONS FOR  
APPLYING LICENSE STICKER

1. CLEAN SURFACE THOROUGHLY (STICKER WILL NOT STICK IF WET OR DIRTY.)
2. BEND STICKER AT SLIT AND PEEL SLOWLY
3. PLACE STICKER IN THE AREA SHOWN ABOVE



REGISTERED  
OWNER

LICENSE HOLDER

0

SPADARO ENTERPRISES  
2355 PENINSULA RD  
OXNARD CA 93035-2920

STATE OF CALIFORNIA  
DEPARTMENT OF MOTOR VEHICLES  
VALIDATED REGISTRATION CARD  
READ REVERSE SIDE - IMPORTANT INSTRUCTIONS

SPEQP

IDENTIFICATION EXPIRES

E1

LICENSE NUMBER

BODY TYPE MODEL  
FARMTR  
DATE ISSUED

08Z D

\$25  
5600

MAKE

INTL  
TYPE VEH  
TOTAL FEES

REGISTERED  
OWNER

LICENSE HOLDER  
0

SPADARO ENTERPRISES  
2355 PENINSULA RD  
OXNARD CA 93035-2920

STATE OF CALIFORNIA  
DEPARTMENT OF MOTOR VEHICLES  
VALIDATED REGISTRATION CARD  
READ REVERSE SIDE - IMPORTANT INSTRUCTIONS

Water Truck  
#45

\*\*\* IDENTIFICATION CARD \*\*\*

MAKE  
INTL SPECIAL VEHICLE

BODY TYPE MODEL MO TYPE VEHICLE USE  
WATRTA ZS WATER TANK

DATE ISSUED CC/ALCO DT FEE RECVD PIC

TYPE VEH  
09Z

EXPIRES: 12/31/2020

TYPE LIC  
E2

LICENSE NUMBER

STICKER TO VEHICLE

STICKER TO VEHICLE

REGISTERED OWNER

SPADARO ENTERPRISES INC  
42612 8TH ST WEST

AMOUNT PAID  
\$ 26.00

AMOUNT DUE  
\$ 26.00 AMOUNT RECVD  
CASH :  
CHCK :  
CRDT :

LANCASTER  
CA

SELLER'S  
SIGNATURE

CARRY THIS DOCUMENT OR  
A COPY WHEN  
OPERATING THIS VEHICLE

DATE SOLD \_\_\_\_/\_\_\_\_/\_\_\_\_

TL: E2 LIC#: VIN: FC: S

\*\*\*\*\*  
\* I N S T R U C T I O N S \*  
\*\*\*\*\*

THIS IS NOT AN APPLICATION FOR TRANSFER  
\* IMPORTANT \* \* IMPORTANT \* \* IMPORTANT \*

IF THIS VEHICLE IS DESTROYED OR SOLD TO ANOTHER PERSON, YOU MUST COMPLETE THE NOTICE BELOW. THE COMPLETED NOTICE MUST BE RETURNED TO THE DEPARTMENT WITHIN TEN DAYS AFTER SALE OR DESTRUCTION OF THE VEHICLE. (SEC. 5017 VEHICLE CODE)

CHECK ONE:  VEHICLE DESTROYED  VEHICLE SOLD TO:  
(COMPLETE BELOW)

PURCHASER'S NAME

(LAST)

(FIRST)

(MIDDLE)

ADDRESS

CITY STATE

SELLER'S SIGNATURE DATE SOLD \_\_\_\_/\_\_\_\_/\_\_\_\_

MAIL COMPLETED NOTICE TO:

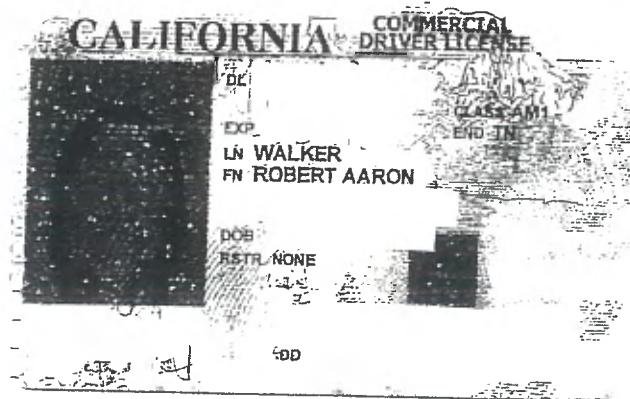
DEPARTMENT OF MOTOR VEHICLES  
P.O. BOX 942869  
SACRAMENTO, CA 94269-0001

## **9. SUBCONTRACTORS**

Subcontractors will not be used.

## **11. LICENSES AND CERTIFICATIONS**

Valid State of California Department of Motor Vehicles Class A or B commercial driver licenses (with a minimum of a Tank Vehicle "TV" endorsement) for Seven (7) drivers.





2/18/2019

ca dmv endorsement codes - Google Search

X

Authorizes the operation of a combination of  
hazardous material and tank vehicle (CDL only)

CALENDAR COMMERCIAL  
DRYER USE

CLASS A  
END TIN

18 RUTHERFORD  
DRYER USE

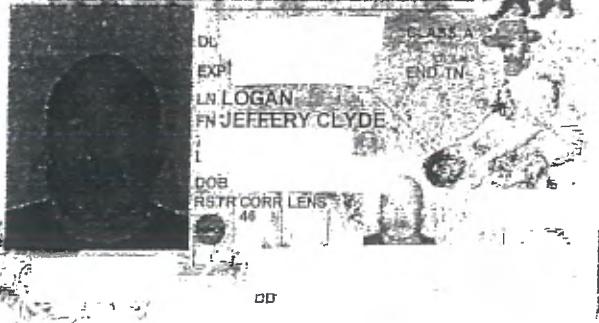
18 RUTHERFORD  
DRYER USE

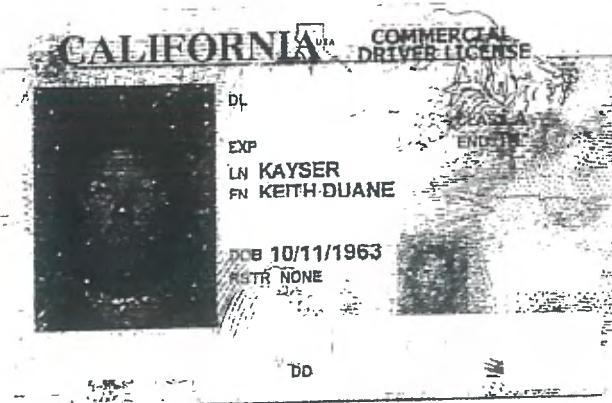
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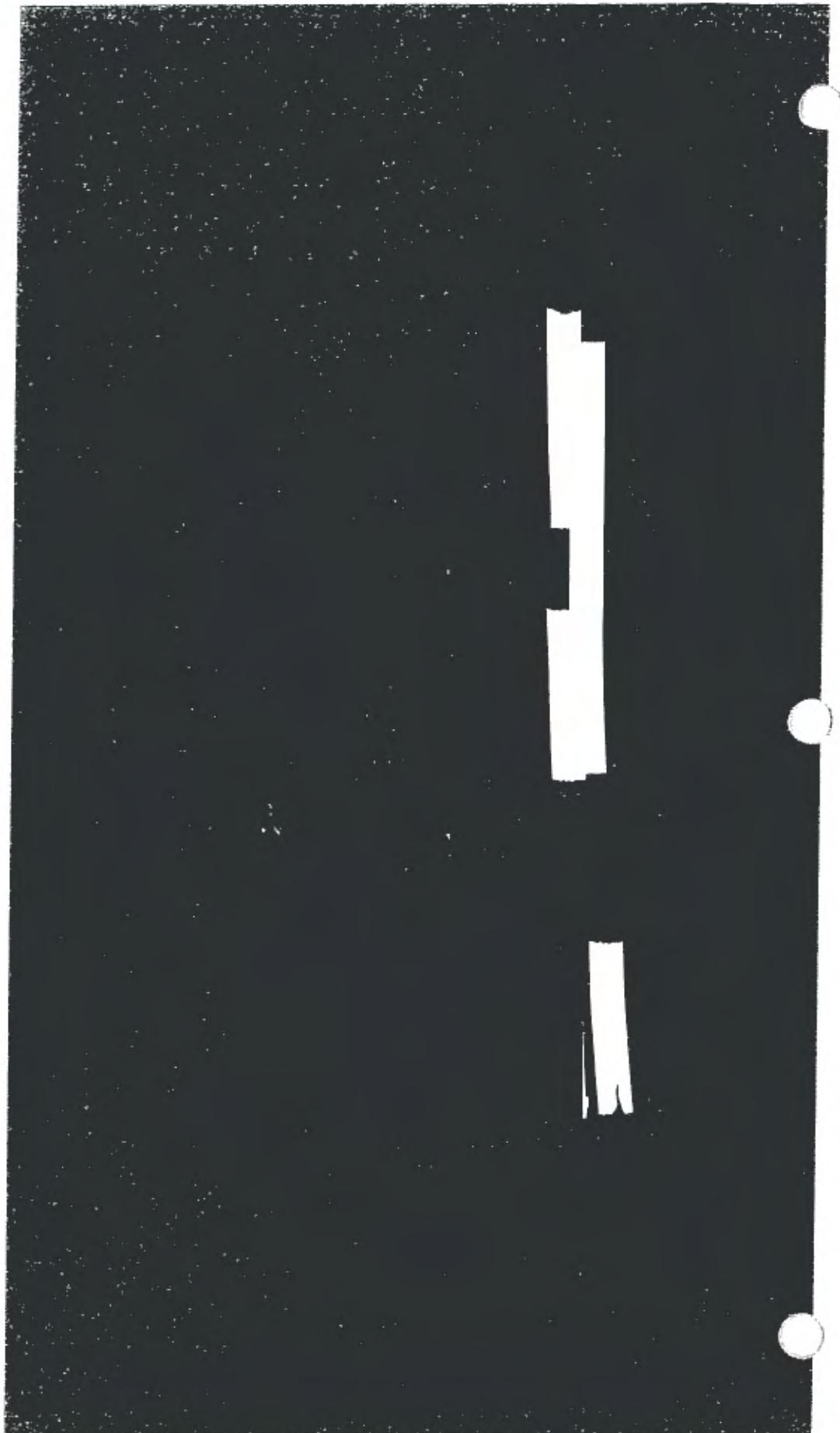
California

COMMERCIAL  
DRIVER LICENSE





CALICORNIA



## **12. INSURANCE**

Certification of Liability and Workman's Compensation with Waivers  
(included).



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/03/2018

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 OWNED. 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 have ADDITIONAL INSURED provisions or 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).

PRODUCER	CONTACT NAME: _____		
	PHONE (A/C, No. Ext): _____	FAX (A/C, No.): _____	
Marron Insurance Services/Amerimac Insurance Association 1891 N. Gaffey Street, Suite 203 San Pedro, CA 90731		E-MAIL ADDRESS: _____	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: United States Fire Insurance Company	21113
		INSURER B: ICW Group Insurance Companies	27847
		INSURER C: _____	
		INSURER D: _____	
		INSURER E: _____	
		INSURER F: _____	
INSURED			REVISION NUMBER:
Spadaro Enterprises, Inc. DBA: S & S Sweeping 42612 8th Street West Lancaster		CA 93534	

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		X		08/13/18	08/13/19	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (EA occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$						
GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: _____							
AUTOMOBILE LIABILITY  ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					08/13/18	08/13/19	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB  EXCESS LIAB		X		08/13/18	08/13/19	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A		10/01/18	10/01/19	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The County of Los Angeles, Its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers are Named as Additional Insured per Attached Endorsements.

Re: Contract #78260 - Contract Name Water Truck Services with Los Angeles County Dept. of Public Works

\*\*10 day Notice will Apply for Non Payment of Premium.\*\*

## CERTIFICATE HOLDER

## CANCELLATION

Department of Public Works, Admin. Serv.  
Attn: Eric J. Macias, Contract 78260  
P.O. Box 1460  
Alhambra, CA 91802

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/03/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES FOLLOW. 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 have ADDITIONAL INSURED provisions or 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).

PRODUCER		CONTACT NAME: PHONE (A/C. No. Ext): E-MAIL ADDRESS:	FAX (A/C. No.):
Marron Insurance Services/Amerimac Insurance Association 1891 N. Gaffey Street, Suite 203 San Pedro, CA 90731		INSURER(S) AFFORDING COVERAGE INSURER A: United States Fire Insurance Company	NAIC # 21113
INSURED		INSURER B: ICW Group Insurance Companies	27847
Spadaro Enterprises, Inc. DBA: S & S Sweeping 42612 8th Street West Lancaster CA 93534		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERS		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	ADD'L INS'D WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X X		08/13/18	08/13/19	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	GEN'L AGGREGATE LIMIT APPLIES PER.  POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER.					
A	AUTOMOBILE LIABILITY  ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			08/13/18	08/13/19	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	EXCESS LIAB <input type="checkbox"/> CCCUR <input type="checkbox"/> CLAIMS-MADE					
A	UMBRELLA LIAB  EXCESS LIAB			08/13/18	08/13/19	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	DED <input type="checkbox"/> RETENTION S					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y N/A		10/01/18	10/01/19	PER STATUTE \$ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers are named as Additional Insured per attached endorsements.

Re: Contract #78260

\*\*10 Day notice will apply for non payment of premium.\*\*

## CERTIFICATE HOLDER

## CANCELLATION

County of Los Angeles  
900 South Fremont Avenue  
Alhambra, CA 910803-1331

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

POLICY NUMBER:  
SPADARO ENTERPRISES, INC.  
DBA: S & S SWEEPING

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU ARE REQUIRED BY A WRITTEN CONTRACT TO ADD AS AN ADDITIONAL INSURED	ANY LOCATION WHERE YOU ARE REQUIRED BY A WRITTEN CONTRACT TO ADD A PERSON OR ORGANIZATION AS AN ADDITIONAL INSURED

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

SUCH COVERAGE AS IS AFFORDED BY THIS POLICY FOR THE BENEFIT OF THE ADDITIONAL INSURED SHALL BE PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED SHALL BE NON-CONTRIBUTING WITH THE COVERAGE PROVIDED UNDER THIS POLICY.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER:  
SPADARO ENTERPRISES, INC.  
DBA: S & S SWEEPING

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU ARE REQUIRED BY A WRITTEN CONTRACT TO ADD AS AN ADDITIONAL INSURED	ANY LOCATION WHERE YOU ARE REQUIRED BY A WRITTEN CONTRACT TO ADD A PERSON OR ORGANIZATION AS AN ADDITIONAL INSURED

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

SUCH COVERAGE AS IS AFFORDED BY THIS POLICY FOR THE BENEFIT OF THE ADDITIONAL INSURED SHALL BE PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED SHALL BE NON-CONTRIBUTING WITH THE COVERAGE PROVIDED UNDER THIS POLICY.

POLICY NUMBER:  
SPADARO ENTERPRISES, INC.  
DBA: S & S SWEEPING

COMMERCIAL GENERAL LIABILITY

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provide under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name of Person or Organization:

ANY PERSON OR ORGANIZATION WHOM YOU ARE REQUIRED BY A  
WRITTEN CONTRACT TO ADD AS AN ADDITIONAL INSURED

ANY LOCATION WHERE YOU ARE REQUIRED BY A WRITTEN  
CONTRACT TO ADD A PERSON OR ORGANIZATION AS AN ADDITONAL  
INSURED

The following is added to Paragraph 8. TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHER TO US of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “products-completed operations hazard”. This waiver applies only to the person or organization shown in the Schedule above.

### **13. RECORD KEEPING**

Proposer has been in business over 28 years and complies with all State and Federal labor regulations and record keeping requirements.

All employees fill out time sheets daily that are turned in weekly and are checked against posted schedules, by payroll personnel. Hours are calculated and put into the computerized payroll systems to generate payroll checks.

Time sheets, certified payroll and all forms of payroll documentation are kept, archived at the end of the year and put in secured storage.

## 14. Forms List

### Living Wage Contract

- PW-1 Verification of Proposal
- PW-2 Schedule of Prices
- PW-3 County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification
- PW-4 Contractor's Industrial Safety Record
- PW-5 Conflict of Interest Certification
- PW-6 Proposer's Reference List
- PW-7 Proposer's Equal Employment Opportunity Certification
- PW-8 List of Subcontractors
- PW-9 Request for County's Preference Program Consideration and CBE Firm/Organization Information Form.
- PW-10 GAIN and GROW Employment Commitment
- PW-12 Charitable Contributions Certification
- PW-13 Proposer's List of Terminated Contracts
- PW-14 Proposer's Pending Litigations and Judgements
- PW-15 Proposer's Insurance Compliance Affirmation
- PW-16 Certification of Compliance with County's Defaulted Property Tax Reduction Program
- PW-17 Zero Tolerance Human Trafficking Policy Certification
- PW-18 Compliance with Fair Chance Employment Hiring Practices Certification
- PW-19 Statement of Equipment Form
- PW-20 Proposer's Compliance with the Minimum Requirements of the RFP

## 14. Forms List continued

### Living Wage Program

- LW-2 Living Wage Ordinance – Application for Exemption
- LW-4 Acknowledgement and Statement of Compliance for Living Wage Ordinance and Contractor Non-Responsibility Debarment
- LW-5 Labor/Payroll/Debarment History
- LW-7 BLANK
- LW-8 Proposer's Staffing Plan and Cost Methodology.
- LW-9 Wage and Hour Record Keeping for Living Wage Contracts

## VERIFICATION OF PROPOSAL

DATE: May 21, 2019

## THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:

1. This Declaration is given in support of a Proposal for a Contract with The County of Los Angeles. The Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the Proposal may be rejected at the Director's sole judgment and his/her judgment shall be final.

2. Name of Service: Water Truck Services BRC0000048

## DECLARANT INFORMATION

3. Name Of declarant: Melissa Keyes

4. I Am duly vested with the authority to make and sign instruments for and on behalf of the Proposer(s). Yes

5. My Title, Capacity, Or Relationship to the Proposer(s) is: President CEO

## PROPOSER INFORMATION

6. Proposer's full legal name: SPADARO ENTERPRISES, INC. Telephone No.: 661.940.1914

Physical Address (NO P.O. BOX) 42612 8th Street, West Lancaster, CA 93534 Mobile No.: 661.645.6045

e-mail: generaloffic@spadaroinc.com Fax No.: 661.940.8022

County WebVen No.: 13033501 IRS No.: 95-4889638 Business License No.: City of Lancaster 06000143

7. Proposer's fictitious business name(s) or dba(s) (if any) (1) dba: S&S Sweeping, (2) dba: Desert Star Limousines

County(s) of Registration: Los Angeles State: CA Year(s) became DBA: 2001

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

Sole proprietor	Name of Proprietor:		
XX A corporation:	Corporation's principal place of business: 42612 8th Street, West Lancaster, CA 93534		
	State of incorporation: California		Year incorporated: 2001

Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts	President/CEO: Melissa Keyes
	Secretary: Melissa Keyes

A general partnership:	Names of partners:		
A limited partnership:	Name of general partner:		
A joint venture of:	Names of joint venturers:		
A limited liability company:	Name of managing member:		

9. The only persons or firms interested in this proposal as principals are the following:

Name(s) Melissa Keyes	Title President/CEO	Phone 661.940.1914	Fax 661.940.8022
Street 42612 8th Street West	City Lancaster	State CA	Zip 93551
Name(s)	Title	Phone	Fax
Street	City	State	Zip

10. Is your firm wholly or majority owned by, or a subsidiary of another firm? ( No) Yes

If yes, name of parent firm: \_\_\_\_\_

State of incorporation/registration of parent firm: \_\_\_\_\_

11. Has your firm done business under any other name(s) within the last five years? ( No) Yes

If yes, please list the other name(s): \_\_\_\_\_

Year of name change: \_\_\_\_\_

Year of name change: \_\_\_\_\_

12. Is your firm involved in any pending acquisition or merger? ( No) Yes

If yes, indicate the associated company's name: \_\_\_\_\_

13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final.

14. I am making these representations and all representation contained in this proposal based on information that they are true and correct to the best of my information and belief. Yes

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

Signature of Proposer or Authorized Agent: *Melissa Keyes* Date: 05.21.2019

Type name and title: Melissa Keyes, President/CEO

**FORM PW-3****COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM  
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name:	SPADARO ENTERPRISES, INC.		
Company Address:	42612 8th Street, West		
City:	Lancaster	State:	CA
Telephone Number:	661.940.1914		
(Type of Goods or Services): Water Truck Service			

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

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

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

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

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

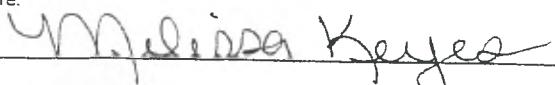
"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

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

**Part II: Certification of Compliance**

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

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

Print Name:	Title:
Melissa Keyes	President/CEO
Signature:	Date:
	2.19.2019

## CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: SPADARO ENTERPRISES, INC.  
 SERVICE BY PROPOSER Water Truck  
 PROPOSAL DATE: 2.19.2019

This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture, or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate, or individual proposer. The proposer may attach any additional information or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	2014	2015	2016	2017	2018	Total	Current Year to Date
1. Number of contracts.	3	3	3	4	5	18	18
2. Total dollar amount of Contracts (in thousands of dollars).	622,935	664,700	676,200	730,638	760,577	2,724,412	2,724,412
3. Number of fatalities.	0	0	0	0	0	0	0
4. Number of lost workday cases.	0	0	0	0	0	0	0
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.	0	0	0	0	0	0	0
6. Number of lost workdays.	0	0	0	0	0	0	0

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

Melissa Keyes  
 Name of Proposer or Authorized Agent (print)

Melissa Keyes  
 Signature

2.19.2019  
 Date

## CONFLICT OF INTEREST CERTIFICATION

I, Melissa Keyes

sole owner  
 general partner  
 managing member  
 President, Secretary, or other proper title) President/CEO

of SPADARO ENTERPRISES, INC.

Name of proposer

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

**Contracts Prohibited.**

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract.

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

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

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

Signed Melissa Keyes Date 2.19.2019

## PROPOSER'S REFERENCE LIST

PROPOSER NAME: SPADARO ENTERPRISES, INC.

PROPOSED CONTRACT FOR: Water Truck Service

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

## A. COUNTY OF LOS ANGELES AGENCIES

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

SERVICE: Water Truck Service	SERVICE DATES: 10.1.2016-9.30.2019
DEPT/ DISTRICT: Department of Public Works	
CONTACT: Quang Luong, of Road Maintenance Division, Palmdale, CA	
TELEPHONE: 661.947.7173 ext 242	
FAX:	
E-MAIL: qluong@dpw.lacounty.gov	

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

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

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

## B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: Sweeper Service	SERVICE DATES: 6.1.2018-4.30.2021
AGENCY/ FIRM: Department of California Highway Patrol (Castaic-C.V.E.F Location)	
ADDRESS: P.O. Box 942898 Sacramento, CA 94298-0001	
CONTACT: Delores Ochoa, Facilities Section	
TELEPHONE: 916.843.3800	
FAX: 916.322.3172	
E-MAIL: DOchoa@chp.ca.gov	

SERVICE: Sweeper Service	SERVICE DATES: 1.1.2019-12.31.2021
AGENCY/ FIRM: Department of California Highway Patrol	Grapevine C.V.E.F. Location
ADDRESS: P.O. Box 942898 Sacramento, CA 94298-0001	
CONTACT: Kenneth Lu, Facilities Coordinator	
TELEPHONE: 916.843.3819	
FAX: 916.322.3172	
E-MAIL: Kenneth.Lu@chp.ca.gov	

SERVICE: Sweeper Service	SERVICE DATES: 10.1.2017-9.30.2019
AGENCY/ FIRM: Department of California Highway Patrol (Tehachapi Locations)	
ADDRESS: P.O. Box 942898 Sacramento, CA 94298-0001	
CONTACT: Delores Ochoa, Facilities Section	
TELEPHONE: 916.843.3800	
FAX: 916.322.3172	
E-MAIL: DOchoa@chp.ca.gov	

SERVICE: Water Truck Service	SERVICE DATES: 1.5.2017-12.31.2021
AGENCY/ FIRM: Canadian Solar Construction USA, LLC	
ADDRESS: 3000 Oak Road, Ste 400 Walnut Creek, CA 94597	
CONTACT: Dan Barnard, Sr. Com. Mgr., O&M	
TELEPHONE: 519.837.1881 ext 2239	
FAX: 519.837.2550	
E-MAIL: Dan.Barnard@canadiansolar.com	

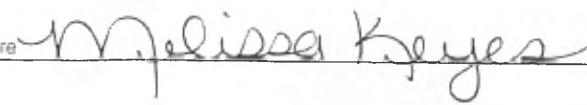
## FORM PW-7

## PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name	SPADARO ENTERPRISES, INC.
Address	42612 8th Street, West Lancaster, CA 93534
Internal Revenue Service Employer Identification Number	-----

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

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

Proposer	SPADARO ENTERPRISES, INC.
Authorized representative	Melissa Keyes, President/CEO
Signature	
Date	2.19.2019

## LIST OF SUBCONTRACTORS

Proposer is required to complete the following. Any Subcontractors listed must be properly licensed under the laws of the State of California for the type of service that they are to perform, AND THEIR LICENSE NUMBERS MUST BE LISTED HEREIN. Failure to do so may result in delay of the award of contract. Do not list alternate subcontractors for the same service.

Proposer in providing the requested services will not utilize Subcontractors. Proposer will perform all required services.

**Note: Subcontractors are not allowed for this service**

**FORM PW-8**

Certification as Minority, Women, Disadvantaged, and Disabled Veteran Business Enterprises: If any of your subcontractor is currently certified as Minority, Women, Disadvantaged, and Disabled Veteran Business Enterprises by a public agency, complete the following and attach a copy of the proof of certification. All Subcontractors listed in the bid/proposal shall be listed below. (make copy of this form, if necessary)

Subcontractor Name	Local SBE	SBE	Minority	Women-Owned	Disadvantaged Business	Disabled Veteran
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

**Note: Subcontractors are not allowed for this service**

Declaration: I declare under penalty of perjury under the laws of the State of California that the above information is true and accurate.

Print Name:	Authorized Signature	Title	Date

**County of Los Angeles**  
**Request for County's Preference Program Consideration and**  
**CBE Firm/Organization Information Form**

**I. INSTRUCTIONS:** Businesses requesting preference consideration must complete and return this form for proper consideration of the proposal. Businesses may request consideration for one or more preference programs. Check all certifications that apply.\*

I MEET ALL OF THE REQUIREMENTS AND REQUEST THIS PROPOSAL BE CONSIDERED FOR THE PREFERENCE PROGRAM(S) SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER ISSUED BY THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED.

**Request for Local Small Business Enterprise (LSBE) Program Preference**

- Certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one (1) year; **or**
- Certified as a LSBE with other certifying agencies under DCBA's inclusion policy that has its principal place of business located in Los Angeles County and has revenues and employee sizes that meet the State's Department of General Services requirements; **and**
- Certified as a LSBE by the DCBA.

**Request for Social Enterprise (SE) Program Preference**

- A business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; **and**
- Certified as a SE business by the DCBA.

**Request for Disabled Veterans Business Enterprise (DVBE) Program Preference**

- Certified by the State of California, **or**
- Certified by U.S. Department of Veterans Affairs as a DVBE; **or**
- Certified as a DVBE with other certifying agencies under DCBA's inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned small business by the Veterans Administration; **and**
- Certified as a DVBE by the DCBA.

\*BUSINESS UNDERSTANDS THAT ONLY ONE OF THE ABOVE PREFERENCES WILL APPLY. IN NO INSTANCE SHALL ANY OF THE ABOVE LISTED PREFERENCE PROGRAMS PRICE OR SCORING PREFERENCE BE COMBINED WITH ANY OTHER COUNTY PROGRAM TO EXCEED FIFTEEN PERCENT (15%) IN RESPONSE TO ANY COUNTY SOLICITATION.

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

- DCBA certification is attached.

Name of Firm	SPADARO ENTERPRISES, INC.			County Webven No. 13033501
Print Name:	Melissa Keyes			Title: President/CEO
Signature:	<i>Unreadable</i>			Date: 2.19.2019
Reviewer's Signature	Approved	Disapproved	Date	

**FORM PW-9**

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

FIRM NAME: SPADARO ENTERPRISES, INC.

My County (WebVen) Vendor Number: 13033501

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

Business Structure:	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners): 14						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American					1	1
Hispanic/Latino		1	1		2	1
Asian or Pacific Islander						
American Indian						
Filipino						
White			1	1	5	

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

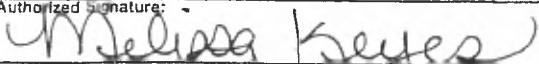
	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	100 %	%	%	%	%

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

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
Suppliers Clearinghouse	x	x			July 20, 2020

**V. Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.**

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

Authorized Signature:		Title:	President/CEO	Date:	2.19.2019
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**SUPPLIER CLEARINGHOUSE**  
**CERTIFICATE OF ELIGIBILITY**

CERTIFICATION EXPIRATION DATE: July 20, 2020

The Supplier Clearinghouse for the Utility Supplier Diversity Program of the California Public Utilities Commission hereby certifies that it has audited and verified the eligibility of:

***Spadaro Enterprises Inc DBA S & S Sweeping DBA Desert Star Limousine***  
***Women/Minority Business Enterprise (WMBE)***

pursuant to Commission General Order 156, and the terms and conditions stipulated in the Verification Application Package. This Certificate shall be valid only with the Clearinghouse seal affixed hereto.

Eligibility must be maintained at all times, and renewed within 30 days of any changes in ownership or control. Failure to comply may result in a denial of eligibility. The Clearinghouse may reconsider certification if it is determined that such status was obtained by false, misleading or incorrect information. Decertification may occur if any verification criterion under which eligibility was awarded later becomes invalid due to Commission ruling. The Clearinghouse may request additional information or conduct on-site visits during the term of verification to verify eligibility.

This certification is valid only for the period that the above firm remains eligible as determined by the Clearinghouse. Utility companies may direct inquiries concerning this Certificate to the Clearinghouse at (800) 359-7998 in Los Angeles.

ICON: 17m00329

DETERMINATION DATE: July 20, 2017

FORM PW-10

GAIN and GROW EMPLOYMENT COMMITMENT

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov) and [BSERVICES@wdacs.lacounty.gov](mailto:BSERVICES@wdacs.lacounty.gov).

**Proposers unable to meet this requirement shall not be considered for contract award.**

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

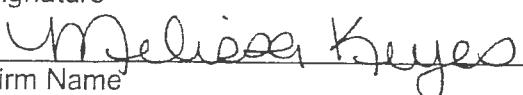
YES (subject to verification by County)  NO

B. Proposer is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

YES  NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

YES  NO  N/A (Program not available)

Signature 	Title President/CEO
Firm Name SPADARO ENTERPRISES, INC.	Date 2.19.2019

## CHARITABLE CONTRIBUTIONS CERTIFICATION

---

SPADARO ENTERPRISES, INC.

Company Name

42612 8th Street, West Lancaster, CA 93534

Address

---

Internal Revenue Service Employer Identification Number

---

n/a

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

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

## CERTIFICATION

YES

NO

Proposer or Contractor has examined its activities and determined that  ( x )  ( )  
it does not now receive or raise charitable contributions regulated  
under California's Supervision or Trustees and Fundraisers for  
Charitable Purposes Act. If Proposer engages in activities subjecting  
it to those laws during the term of a County contract, it will timely  
comply with them and provide County a copy of its initial registration  
with the California State Attorney General's Registry of Charitable  
Trusts when filed.

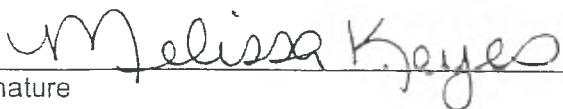
## OR

YES

NO

Proposer or Contractor is registered with the California Registry of  ( )  ( )  
Charitable Trusts under the CT number listed above and is in  
compliance with its registration and reporting requirements under  
California law. Attached is a copy of its most recent filing with the  
Registry of Charitable Trusts as required by Title 11 California Code  
of Regulations, sections 300-301 and Government Code sections  
12585-12586.

---

Signature

2.19.2019

Date

---

Melissa Keyes, President/CEO

Name and Title (please type or print)

## PROPOSER'S LIST OF TERMINATED CONTRACTS

PROPOSER'S NAME: SPADARO ENTERPRISES, INC.

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

Proposer must list all contracts that have been terminated within the past three years. Terminated contracts are those contracts terminated by an agency or firm before the contract's expiration date. If a contract(s) was terminated, please attach an explanation on a separate sheet, whether the termination was at the fault of the Proposer or not. Any and all terminated contracts should be accompanied with an explanation. It should be noted that contracts that naturally expired need not be listed. The County is only seeking information on contracts that were terminated prior to expiration.

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

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

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

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

SIGNATURE Melissa KeyesDATE: 2.19.2019

## PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: SPADARO ENTERPRISES, INC.

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

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

A.  Pending Litigation       Threatened Litigation       Judgment (check one)

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

B.  Pending Litigation       Threatened Litigation       Judgment (check one)

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

Signature of Proposer: Melissa Keyes Date: 2.19.2019

WATER TRUCK SERVICES (BRC0000048)

PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION

SPADARO ENTERPRISES, INC.

Proposer's Name

42612 8th Street, West Lancaster, CA 93534

Address

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

Signature of Proposer: Melissa Keyes Date: 2.19.2019

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

The Proposer certifies that:

It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code, Chapter 2.206.

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code, Section 2.206.020.E, on any Los Angeles County property tax obligation.

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

-OR-

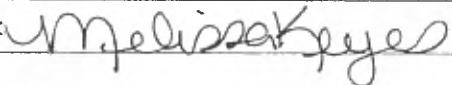
---

I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code, Section 2.206.060, for the following reason:

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

Print Name: Melissa Keyes	Title: President/CEO
Signature: 	Date: 2.19.2019

## ZERO TOLERANCE HUMAN TRAFFICKING POLICY CERTIFICATION

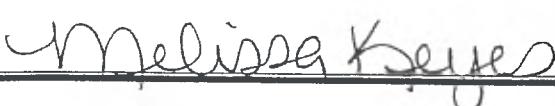
Company Name: SPADARO ENTERPRISES, INC.		
Company Address: 42612 8th Street, West		
City: Lancaster,	State: CA	Zip Code: 93534
Telephone Number: 661.940.1914	Email Address: generaloffice@spadaroinc.com	
Solicitation/Contract for <u>Water Truck</u> Services		

## PROPOSER CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Proposer acknowledges and certifies compliance with Exhibit B, Section 1.00, Compliance with County's Zero Tolerance Human Trafficking Policy, of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's Zero Tolerance Human Trafficking Policy may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name: Melissa Keyes	Title President/CEO
Signature: 	Date: 2.19.2019

## COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION

Company Name: SPADRO ENTERPRISES, INC.		
Company Address: 42612 8th Street, West		
City: Lancaster	State: CA	Zip Code: 93534
Telephone Number: 661.940.1914	Email Address: generaloffice@spadaroinc.com	
Solicitation/Contract for <u>Water Truck</u> Services		

## PROPOSER/CONTRACTOR CERTIFICATION

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Proposer/Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952, as indicated in Section 8.56 (Compliance with Fair Chance Employment Practices) of the Contract, and agrees that proposer/contractor and staff performing work under the Contract will be in compliance. Proposer/Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination of any resultant Contract, at the sole judgment of the County.

**I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.**

Print Name: Melissa Keyes	Title President/CEO
Signature: 	Date: 2.19.2019

STATEMENT OF EQUIPMENT FORM  
FOR  
WATER TRUCK SERVICES (BRC0000048)

PROPOSER'S NAME:  
ADDRESS:  
TELEPHONE:

## SPADABO ENTERPRISES INC.

42612 8th Street West Lancaster CA 93531

661 040 1011

661.940.1914

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT THAT WILL BE DEDICATED AND/OR DESIGNATED PRIMARY BACKUP TO THIS SERVICE

Please list one (1) item per line; DO NOT submit an equipment list in your own format. This form may be reproduced in order to list all equipment.

**PROPOSER'S COMPLIANCE WITH THE  
MINIMUM REQUIREMENTS AFFIRMATION  
WATER TRUCK SERVICES (BRC0000048)**

**PROPOSER MUST CHECK A BOX IN EVERY SECTION**

**Important Note:** The information on this form is subject to verification and may not be used for scoring purposes.

Completing this form by itself without including detailed narrative(s) in your proposal to support the minimum mandatory requirement(s) of this RFP, any inconsistencies or inaccuracy in the information provided on this form and/or your Proposal may subject your Proposal to disqualification or other actions, at the sole discretion of the County.

**At the time of proposal submission, Proposer must meet the following minimum requirements:**

1. Proposer must have a minimum of 3 years of experience performing water truck service.

Proposer's Name	Dates of Experience (Mo/Yrs. to Mo/Yrs.)	Description of Service/Experience	Page Number*
SPADARO ENTERPRISE, INC.	SEPTEMBER 1989 TO FEBRUARY 2019 (Presently)	Water Truck Service; dust control, compaction, roadway washing, basin clean out, watering of vegetation, fire suppression .	5.2

\*List the page number in the proposal containing the Proposer's resume/experience. (Please attach additional pages if needed.)

- Yes. Proposer does meet the experience requirement stated above. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your proposal to validate this minimum mandatory requirement.)
- No. Proposer does not meet the experience requirement stated above. If you check this box, your proposal will be immediately disqualified as nonresponsive.

THIS SECTION IS INTENTIONALLY LEFT BLANK

**PROPOSER'S COMPLIANCE WITH THE  
MINIMUM REQUIREMENTS AFFIRMATION  
WATER TRUCK SERVICES (BRC0000048)**

2. Proposer's on-site supervisor must have a minimum of 3 years of experience supervising water truck service.

Proposer's on-site Supervisor's Name	Dates of Experience (Mo/Yrs. To Mo/Yrs.)	Description of Supervisor's Experience	Page Number*
(1) James Spadaro	September 1980 to February 2019 (presently)	28 years' Experience with Water Truck Business-(Previous owner) 45 years' construction industry experience	5.7
(2) John Wood	March 1999 to February 2019 (presently)	20 years with company, 19 years experience driving water trucks and sweepers Experienced foreman on job sites for 15 years.	5.9

\*List the page number in the proposal containing the Proposer's on-site Supervisor's resume/experience. (Please attach additional pages if needed.)

Yes. Proposer's on-site Supervisor does meet the experience requirement stated above. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your proposal to validate this minimum mandatory requirement.)

No. Proposer's on-site Supervisor does not meet the experience requirement stated above. If you check this box, your proposal will be immediately disqualified as nonresponsive.

THIS SECTION IS INTENTIONALLY LEFT BLANK

**PROPOSER'S COMPLIANCE WITH THE  
MINIMUM REQUIREMENTS AFFIRMATION  
WATER TRUCK SERVICES (BRC0000048)**

3. Proposer must provide a minimum of four truck drivers and submit copies of their valid State of California Department of Motor Vehicles Class A or B commercial driver licenses (with a minimum of a Tank Vehicle "TV" endorsement), as well as any other required licenses or endorsements required by Federal, State, and local regulations.

Yes. Proposer has provided a minimum of four truck drivers and submitted copies of their valid State of California Department of Motor Vehicles Class A or B commercial driver licenses (with a minimum of a Tank Vehicle "TV" endorsement), as well as any other required licenses or endorsements required by Federal, State, and local regulations. Please complete the chart below. (In addition to responding on this form, please provide copies in your proposal and provide the names of the staff assigned to this Contract and indicate the types of certifications or licenses they possess to support this minimum mandatory requirement.)

Type of License	License No.	TV Endorsement (Yes or No or N/A)	Name of License Holder	Valid/Active Dates	Page Number*
Class A		Yes	Vernon Lee Towry, Jr.	7.13.2018-7.26.2023	11
Class A		Yes	DeAndre Rutherford	7.19.2016-8.15.2021	11
Class A		Yes	Robert Aaron Walker	10.28.2014-10.28.2019	11
Class A		Yes	Jeffery Clyde Logan	2.8.2019-2.4.2024	11

\*List the page number in the proposal containing copies of the valid State of California Department of Motor Vehicles Class A or B commercial driver licenses (with a minimum of a Tank Vehicle "TV" endorsement), as well as any other required licenses or endorsements required by Federal, State, and local regulations. (Please attach additional pages if needed.)

No. Proposer did not submit the documents as stated above. If you check this box, your proposal will be immediately disqualified as nonresponsive.

THIS SECTION IS INTENTIONALLY LEFT BLANK

**PROPOSER'S COMPLIANCE WITH THE  
MINIMUM REQUIREMENTS AFFIRMATION  
WATER TRUCK SERVICES (BRC0000048)**

4. Proposer must provide a minimum of four water trucks that meet or exceed the specifications as set forth in Exhibit A, Scope of Work.

Yes. Proposer will provide a minimum of four water trucks that meet or exceed the specifications as set forth in Exhibit A, Scope of Work. Please complete the chart below.

Water Truck #1 Make/Model/Year	Water Truck Specifications (Check box that applies)*	Page Number**
Peterbilt CAT 2001	<input checked="" type="checkbox"/> Capacity of 4,000 gallons or greater: _____ gallons  <input checked="" type="checkbox"/> Capable of Dispensing Water Under Pressure by Use of a Pump  <input checked="" type="checkbox"/> Capable of Dispensing Water to Either the Right or Left Side of the Water Truck Through Either A Fixed or Adjustable Side Shot Spray Nozzle  <input checked="" type="checkbox"/> Capable of Connecting to A Minimum 2.5-Inch Hose to Facilitate Tank Filling  <input checked="" type="checkbox"/> Fully Adjustable Spray Nozzles (Two in The Front and Two in The Rear)  <input checked="" type="checkbox"/> Legal for Operation on Public Roads	8
Water Truck #2 Make/Model/Year	Water Truck Specifications (Check box that applies)*	Page Number**
International CAT I 2008	<input checked="" type="checkbox"/> Capacity of 4,000 gallons or greater: _____ gallons  <input checked="" type="checkbox"/> Capable of Dispensing Water Under Pressure by Use of a Pump  <input checked="" type="checkbox"/> Capable of Dispensing Water to Either the Right or Left Side of the Water Truck Through Either A Fixed or Adjustable Side Shot Spray Nozzle  <input checked="" type="checkbox"/> Capable of Connecting to A Minimum 2.5-Inch Hose to Facilitate Tank Filling  <input checked="" type="checkbox"/> Fully Adjustable Spray Nozzles (Two in The Front and Two in The Rear)  <input checked="" type="checkbox"/> Legal for Operation on Public Roads	8

**PROPOSER'S COMPLIANCE WITH THE  
MINIMUM REQUIREMENTS AFFIRMATION  
WATER TRUCK SERVICES (BRC0000048)**

Water Truck #3 Make/Model/Year	Water Truck Specifications (Check box that applies)*	Page Number**
International Cummings 2008	<input checked="" type="checkbox"/> Capacity of 4,000 gallons or greater: _____ gallons  <input checked="" type="checkbox"/> Capable of Dispensing Water Under Pressure by Use of a Pump  <input checked="" type="checkbox"/> Capable of Dispensing Water to Either the Right or Left Side of the Water Truck Through Either A Fixed or Adjustable Side Shot Spray Nozzle  <input checked="" type="checkbox"/> Capable of Connecting to A Minimum 2.5-Inch Hose to Facilitate Tank Filling  <input checked="" type="checkbox"/> Fully Adjustable Spray Nozzles (Two in The Front and Two in The Rear)  <input checked="" type="checkbox"/> Legal for Operation on Public Roads	8
Water Truck #4 Make/Model/Year	Water Truck Specifications (Check box that applies)*	Page Number**
International CAT II 2008	<input checked="" type="checkbox"/> Capacity of 4,000 gallons or greater: _____ gallons  <input checked="" type="checkbox"/> Capable of Dispensing Water Under Pressure by Use of a Pump  <input checked="" type="checkbox"/> Capable of Dispensing Water to Either the Right or Left Side of the Water Truck Through Either A Fixed or Adjustable Side Shot Spray Nozzle  <input checked="" type="checkbox"/> Capable of Connecting to A Minimum 2.5-Inch Hose to Facilitate Tank Filling  <input checked="" type="checkbox"/> Fully Adjustable Spray Nozzles (Two in The Front and Two in The Rear)  <input checked="" type="checkbox"/> Legal for Operation on Public Roads	

\*Please note that all boxes must be checked in order to meet the requirements or your proposal may be disqualified as nonresponsive.

\*\*List the page number in the proposal containing details on water truck specifications. (Please attach additional pages if needed.)

No. Proposer does not meet the minimum requirement stated above. If you check this box,  
your proposal will be immediately disqualified as nonresponsive.

**PROPOSER'S COMPLIANCE WITH THE  
MINIMUM REQUIREMENTS AFFIRMATION  
WATER TRUCK SERVICES (BRC0000048)**

5. Proposer must submit proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5. Pending registrations **will not be accepted.**

Yes. Proposer has submitted proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5

Name of Registration Holder	Registration No.	Registration Dates	Expiration Dates	Page Number*
SPADARO ENTERPRISES, INC.	1000033114	6.26.2018	6.30.2019	5.2 (attached)

\*List the page number in the proposal containing the copy of Proposer's State of California Department of Industrial Relations Public Works Contractor Registration. (Please attach additional pages if needed.)

No. Proposer has NOT submitted proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration. If you check this box, your proposal will be immediately disqualified as nonresponsive.

Proposer declares under penalty of perjury that the information stated above is true and accurate. Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected at the sole discretion of the County.

Signature: 	Title: President/CEO
Firm Name: SPADARO ENTERPRISES, INC.	Date: 2.19.2019

## FORM LW-4

## COUNTY OF LOS ANGELES

ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE FOR LIVING WAGE ORDINANCE  
AND CONTRACTOR NONRESPONSIBILITY DEBARMENT

The undersigned individual is the owner or authorized agent (Agent) of the business entity or organization ("Firm") identified below and makes the following statements on behalf of his or her Firm.

The Agent is required to check each of the following two boxes:

## LIVING WAGE ORDINANCE:

The Agent has read the County's Living Wage Ordinance (Los Angeles County Code, Section 2.201.010 through 2.201.100), and understands that the Firm is subject to its terms.

## CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

The Agent has read the County's Determinations of Contractor Nonresponsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understands that the Firm is subject to its terms.

## LABOR LAW/PAYROLL VIOLATIONS:

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

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

The Firm HAS NOT been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of the proposal; OR

The Firm HAS been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of this proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

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

There HAS BEEN NO determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; OR

There HAS BEEN a determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation. I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

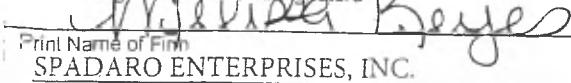
## HISTORY OF DEBARMENT (Check one):

The Firm HAS NOT been debarred by any public entity during the past ten (10) years; OR

The Firm HAS been debarred by a public entity within the past ten (10) years. Provide the pertinent information (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding) on the attached Labor/Payroll/Debarment History form

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

Owner's/Agent's Authorized Signature



Print Name and Title

Melissa Keyes, President/CEO

Print Name of Firm

SPADARO ENTERPRISES, INC.

Date

2.19.2019

N/A

FORM LW-5

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

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

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

Print Name of Firm:	Print Name of Owner:
Print Address of Firm:	Owner's/AGENT's Authorized Signature:
City, State, Zip Code	Print Name and Title:

Public Entity Name	
Public Entity Address:	Street Address: City, State, Zip:
Case Number/Date Claim Opened:	Case Number: Date Claim Opened:
Name and Address of Claimant:	Name: Street Address: City, State, Zip:
Description of Work: (e.g., Janitorial)	
Description of Allegation and/or Violation:	
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	

Additional Pages are attached for a total of \_\_\_\_\_ pages.

(  
**FORM LW-7**

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**THIS PAGE HAS BEEN REMOVED AND PLACED AS  
EXHIBIT A.2, FORM LW-8.1, STAFFING PLAN AND COST  
METHODOLOGY**

FORI. V-9

## WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS WATER TRUCK SERVICES (BRC0000048)

### INSTRUCTIONS

The contractor selected through this RFP process will be required to comply with State and Federal labor regulations and record keeping requirements. The objective of this questionnaire is to determine the appropriateness, scope, and suitability of the procedures the Proposer uses and the internal controls in place to ensure compliance with State and Federal labor regulations and record keeping requirements. In order to appropriately evaluate this area (Part I, Section 4.D, Evaluation Criteria), it is critical that the Proposer submit a detailed description of the processes and the steps associated with those processes.

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

**ADDITIONAL PAGES MAY BE ATTACHED OR RESPONSES CAN BE PROVIDED IN A SEPARATE DOCUMENT.**  
**IDENTIFY EACH RESPONSE BY THE CORRESPONDING QUESTION NUMBER.**

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
1. <b>TRACKING HOURS WORKED</b>	
1.1. How does the Proposer track employee hours actually worked?	Employee Timesheet
1.2. Where do the Proposer's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite?	At the work location - assigned DPW site
1.3. If the employees report to a central site with travel to the worksite, when does the Proposer consider the employees' shift to have started? At a central site or upon arrival at the work location?	N/A

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
2. REPORTING TIME  How does the Proposer know employees actually reported to work and at what time? For example, sign-in sheets, computerized check in, call-in system, or some other method?	Call-in system
3. RECORDS OF ACTUAL TIME WORKED  3.1. What records are created to document the beginning and ending times of employee's actual work shifts?  3.2. What records are maintained by the Proposer of actual time worked?  3.3. Are the records maintained daily or at another interval (indicate the interval)?  3.4. Who creates these records (e.g., employee, supervisor, or office staff)?  3.5. Who checks the records, and what are they checking for?  3.6. What happens to these records?  3.7. Are they used as a source document to create Proposer's payroll?  3.8. <u>ATTACH ACTUAL COPIES OF THESE RECORDS</u> <u>(Please blank out any personal information).</u>	<p>Employee Timesheets</p> <p>Employee Timesheets</p> <p>Weekly</p> <p>Employee</p> <p>Payroll Department</p> <p>Payroll records are maintained in the office</p> <p>Yes</p> <p>Working Timesheet attached (corresponding copy of Paycheck and Paystub i.e., LW-9, section 6.5 attached also)</p>



DATE: 2-2-19  
DAY: SATURDAY  
WORKED WITH:

DATE: 2 - 19  
DAY: SUNDAY  
WORKED WITH:

DATE: DAY: WORK

2-41-19  
MONDAY

DATE: 9-5-19 DAY: TUESDAY WORKED WITH:

DATE: 2-6-19  
DAY: WEDNESDAY  
WORKED WITH:

DATE: 9-7-19  
DAY: THURSDAY  
WORKED WITH:

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.			
QUESTION	OTHER RECORDS USED TO CREATE PAYROLL (IF ANY)	USED TO CREATE PAYROLL (IF ANY)	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
4. OTHER RECORDS USED TO CREATE PAYROLL (IF ANY)			
4.1. If records of actual time worked are not used to create payroll, what is the source document that is used?		N/A	
4.2. Who prepares and who checks the source document?	N/A		
4.3. Does the employee sign it?	N/A		
4.4. Who approves the source document, and what do they compare it with prior to approving it?	N/A		
5. BREAKS			
5.1. How does the Proposer know that employees take mandated breaks and meal breaks (periods)?		Employee Timesheet	
5.2. Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred?		Signed by Employee Timesheet	
5.3. If so, who prepares, reviews, and approves such documentation?		Payroll Department	

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

**6. HOW PAYROLL IS PREPARED**

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

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

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

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

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

Employee Timesheets are collected and checked, hours are calculated and entered into accounting software (Quickbooks) payroll system.

Employees are paid by paycheck generated by the accounting software (Quickbooks)

Single weekly check for straight time and overtime.

Earnings and hours; quantity of hour; pay rate; Current/Gross Amount; YTD amount; Taxes withheld; pay period; Filing Status; Allowances; Pay Date; SSN (last four); Net Pay.

Attached is the requested copy of paycheck and paystub that shows deduction categories.  
(attached corresponds to the timesheet attached LW-9, section 3.8)

Sample  
LN-9  
6.5

2/15/2019

\*\*1,514.64

One Thousand Five Hundred Fourteen and 64/100\*\*\*\*\*

[REDACTED]

Pay Period. 02/02/2019 - 02/08/2019

Employee					Status (Fed/State) Married/Married (one income)	Allowances/Extra Fed-2/0/CA-2/0
Pay Period: 02/02/2019 - 02/08/2019					Pay Date: 02/15/2019	
Earnings and Hours	Hours	Rate	Current	YTD Amount		
Hourly	32:00	60.13	1,924.16	12,026.00		
Taxes			Current	YTD Amount		
Medicare Employee Addl Tax			0.00			
Federal Withholding			-179.00	-1,073.00		
Social Security Employee			-119.30	-745.61		
Medicare Employee			-27.90	-174.38		
CA - Withholding			-64.08	-350.16		
CA - Disability Employee			-19.24	-120.26		
			-409.52	-2,463.41		
Net Pay			1,514.64	9,562.59		
Paid Time Off	Earned		YTD Used	Available		
Sick	0:00			24:00		

Spadaro Enterprises, Inc , 42612 8th Street West, Lancaster, CA, 93534

Employee					Status (Fed/State) Married/Married (one income)	Allowances/Extra Fed-2/0/CA-2/0
Pay Period: 02/02/2019 - 02/08/2019					Pay Date: 02/15/2019	
Earnings and Hours	Hours	Rate	Current	YTD Amount		
Hourly	32:00	60.13	1,924.16	12,026.00		
Taxes			Current	YTD Amount		
Medicare Employee Addl Tax			0.00			
Federal Withholding			-179.00	-1,073.00		
Social Security Employee			-119.30	-745.61		
Medicare Employee			-27.90	-174.38		
CA - Withholding			-64.08	-350.16		
CA - Disability Employee			-19.24	-120.26		
			-409.52	-2,463.41		
Net Pay			1,514.64	9,562.59		
Paid Time Off	Earned		YTD Used	Available		
Sick	0:00			24:00		

Spadaro Enterprises, Inc . 42612 8th Street West, Lancaster, CA, 93534

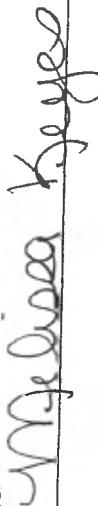
SPADARO ENTERPRISES, INC. - Lancaster, CA 93534-4418				13792	
Employees				Status (Fed/State)	
				Married/Married (one income)	
Earnings and Hours	Hours	Rate	Current	YTD Amount	Allowances/Extra
Hourly	32:00	60.13	1,924.16	12,026.00	Fed-20/CA-20 Pay Date: 02/15/2019
Taxes			Current	YTD Amount	
Medicare Employee Addl Tax			0.00		
Federal Withholding			-179.00	-1,073.00	
Social Security Employee	147.20	<	-119.30	-745.61	
Medicare Employee			-27.90	-174.38	
CA - Withholding			-64.08	-350.16	
CA - Disability Employee			-19.24	-120.26	
			-409.52	-2,463.41	
Net Pay			1,514.64	9,562.59	
Paid Time Off			Earned 0:00	YTD Used 24:00	Available
Sick					

Spadaro Enterprises, Inc., 42612 8th Street West, Lancaster, CA, 93534

 SafeGuard 100 USA 5731 CH750111

To reorder, call your local SafeGuard distributor at 800-213-6767

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p><b>7. MANUAL PAYROLL SYSTEM</b></p> <p>7.1. If the Proposer uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check.</p> <p>7.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?</p>	<p>N/A</p>
<p><b>8. AUTOMATED PAYROLL SYSTEM</b></p> <p>8.1. If the Proposer uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll.</p> <p>8.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the automated payroll system calculate total wages paid?</p> <p>8.3. Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?</p>	<p>Employee timesheet is collected and hours checked against the Los Angeles County Water Truck Service Form (signed off by Site Supervisor and Employee) by Accounts Manager and Director of Operations prior to input in the accounting software program for accuracy.</p> <p>By description in the Quickbooks software payroll program utilized.</p> <p>Calculations are embedded in the accounting software program (Quickbooks)</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<b>9. TRAVEL TIME</b> <p>9.1. How is travel time during an employee's shift paid?</p> <p>9.2. At what rate is such travel time paid if the employee has multiple wage rates?</p> <p>9.3. Discuss how the Proposer calculates the day's wages for each situation described in the following two examples:</p> <ol style="list-style-type: none"> <li>During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are paid at a different rate than the County's Living Wage rate.</li> <li>During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are also paid the County's Living Wage rate.</li> </ol>	<p>By the State of California DIR mandates all travel time is to be paid at the same rate as the work on site rate. Since this contract is DIR Prevailing Wage all there is no difference in rates</p> <p>The higher mandated DIR rate.</p> <p>a. Employees drive their personal vehicles to their designated County site where their Truck is. When they arrive and start their shift they are making Prevailing Wage. When their shift is over and they leave the County site/yard in the Truck for a non County job at a different rate that rate applies to the travel time each way.</p> <p>Note: (Employees/drivers work an 8.0 hour+ shift at their assigned County site/yard for the day. They would not be asked to work another job that day.)</p> <p>If the Employee/driver was ask to go to another County site all time from the beginning of the day to end would be paid at the Prevailing Wage rate.</p>
<b>10. OVERTIME</b> <p>10.1. How does the Proposer calculate overtime wages?</p> <p>10.2. What if the employee has multiple wage rates?</p>	<p>10.1 Per the State of California DIR Prevailing Determinations Monday - Friday anything hours worked over 8.0 hours is considered time and half. Anything over 12 in the same is considered double time. Saturday's up to 12 hours is considered time and half, Sundays and Holidays are double time. (Water Truck Operators DIR Prevailing Wage current Determination included in page 6 Work Plan)</p> <p>10.2 The same as above applies in our company per State of California Labor Law.</p>
<p>Print Name: Melissa Keyes</p> <p>Signature: </p>	<p>Company: SPADARO ENTERPRISES, INC.</p> <p>Date: 2.19.2019</p>



# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

MARK PESTRELLA, Director

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

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

February 20, 2019

IN REPLY PLEASE  
REFER TO FILE. **BRCD-1**  
**BRCC0000048**

Mr. Brian Keyes, Director of Operations  
Spadaro Enterprises, Inc.  
dba S&S Sweeping  
42612 8th Street, West  
Lancaster, CA 93534

Dear Mr. Keyes:

### PART-TIME STAFFING REQUEST

On February 19, 2019, we received your request to use part-time employees and your Staffing Plan pertaining to BRC0000048 entitled Water Trucks Service in the unincorporated areas of North Los Angeles County. If awarded, this Contract supports the use of full-time employees.

Spadaro Enterprises, Inc. (Spadaro) has demonstrated the necessity to use non-full-time employees based on staffing efficiencies and/or the job scheduling requirements. Spadaro is approved to use six part-time employees including two rovers; however, if awarded, Spadaro must make a continual good faith effort to offer full time employment of 35 to 40 hours per week to all employees governed by this Contract.

If you have any questions or need additional information, you may contact Ms. Ghayane Zakarian at (626) 300-3224, Monday through Thursday, 7:30 a.m. to 5:30 p.m.

Very truly yours,

MARK PESTRELLA  
Director of Public Works

*Alayna Zakarian*  
For JOSE M. QUEVEDO  
Assistant Deputy Director  
Business Relations and Contracts Division

MG

P:\aepub\Service Contracts\LIVINGWAGE\LWO\Letters\Part Time Request Letters\Part-TimeLetter - Spadaro Enterprises - BRC0000048 - 2-20-19.docx

## **15. LIVING WAGE ORDINANCE – APPLICATION FOR EXEMPTION**

Proposer is NOT exempt.

## **16. ADDITIONAL INFORMATION**

Included

Spadaro Enterprises, Inc., dba: S&S Sweeping / Desert Star Limo,  
Articles of Incorporation

Current Business License with the City of Lancaster (California)

Current Business License with the City of Palmdale (California)

Current Registration Certificate with the City of Los Angeles

Form LW-1 Los Angeles County Code, Title 2 Administration  
(acknowledged)

Form LW-3 Living Wage Rate Annual Adjustments (acknowledged)

Form LW-6 Guidelines for Assessment of Proposer Labor Law/Payroll  
Violations (acknowledged)

**SPADARO ENTERPRISES, INC.**  
**DBA:**  
**S&S SWEEPING**  
**DESERT STAR LIMOUSINES**

**ARTICLES  
OF  
INCORPORATION**

2400769

ARTICLES OF INCORPORATION  
OF  
SPADARO ENTERPRISES, INC.

**ENDORSED - FILED**  
in the office of the Secretary of State  
of the State of California

OCT 23 2001

BILL JONES, Secretary of State

I

The name of this corporation is SPADARO ENTERPRISES, INC..

II

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

III

The name and address in the State of California of the corporation's initial agent for the service of process is:

JAMES SPADARO

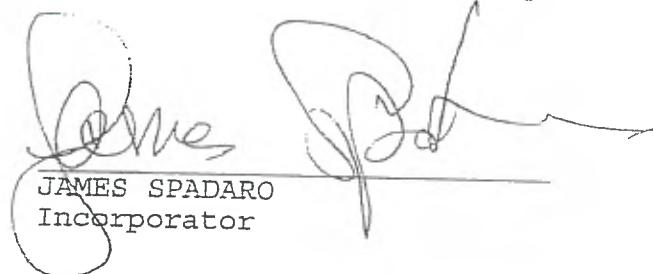
IV

The corporation is authorized to issue only one class of shares which shall be designated "common" shares. The total authorized number of such shares which may be issued is 250,000 shares.

The liability of the directors of the corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

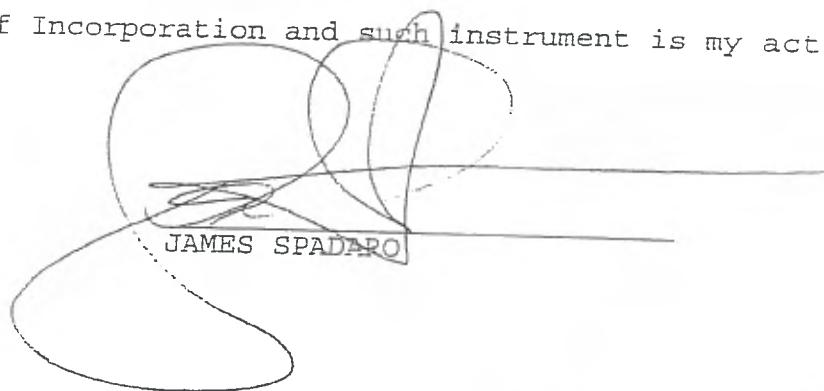
The Corporation is authorized to provide indemnification of its agents for breach of duty to the Corporation and its stockholders through bylaw provisions, agreements, or otherwise, in excess of the indemnification otherwise permitted by Section 317 of the California Corporation Code, subject to the limits on such excess limitation set forth in Section 204 of the Corporations Code.

DATED: October 18, 2001



JAMES SPADARO  
Incorporator

I hereby declare that I am the person who executed the foregoing Articles of Incorporation and such instrument is my act and deed.



JAMES SPADARO



No. 06000143

Business License

Expires: 06/30/2019



44933 FERN AVENUE  
LANCASTER, CA 93534  
(661) 723-6237

BUSINESS NAME:  
S + S SWEEPING  
42612 N 8TH STREET WEST  
LANCASTER, CA 93534

TYPE OF BUSINESS: SWEEPER AND WATER TRUCKS

LICENSE ISSUED TO  
SPADARO ENTERPRISES INC  
42612 8TH ST W  
LANCASTER, CA 93534

BUSINESS PHONE: (661) 943-7389  
Owner(s) SPADARO ENTERPRISES INC

This certificate signifies that the person named on the face hereof has fulfilled the requirement of Title 5 of the Lancaster Municipal Code by obtaining a business license and paying the required fee. It does not entitle the licensee to transact any business unless the licensee has complied with all requirements of this chapter and any other applicable federal, state or local regulations pertaining to such business including, but not limited to, all applicable provisions of this Code. This certificate does not constitute, imply possession of or represent any other federal, state, or local permit, certificate or license required to conduct this business. This license may be suspended or revoked or conditioned with cause, per Title 5.

THIS LICENSE BECOMES VOID IF ANY OF THE INFORMATION ON THIS LICENSE CHANGES. LICENSE MUST BE POSTED.

THIS DOCUMENT HAS A TRUE WATERMARK AND VISIBLE FIBERS DISCERNIBLE FROM BOTH SIDES

NON TRANSFERABLE

LICENSE NUMBER

9281



CITY OF PALMDALE

BUSINESS LICENSE CERTIFICATE

BUSINESS ADDRESS

42612 8TH ST W

TYPE OF BUSINESS

RETAIL/SERVICE VEHICLE

OWNER

SPADARO ENTERPRISES INC

BUSINESS NAME

SPADARO ENTERPRISES INC

DATE ISSUED

11/27/2018

ATTN:

42612 8TH ST W

EXPIRATION

MAILING

LANCASTER, CA 93534-7104

12/31/2019

POST IN CONSPICUOUS PLACE

THIS DOCUMENT IS ALTERATION PROTECTED AND REFLECTS FLUORESCENT FIBERS UNDER UV LIGHT.

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS

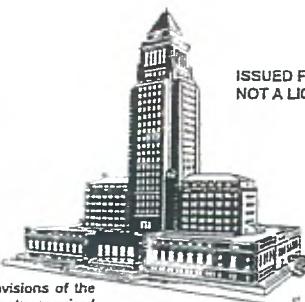
## CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE

THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED  
BUSINESS TAX

ISSUED: 5/7/2018

ACCOUNT NO.	FUND/CLASS	DESCRIPTION	STARTED	STATUS
0000840207-0001-6	L049	Professions / Occupations	4/1/2018	ACTIVE

SPADARO ENTERPRISES INC  
42612 8TH ST W  
LANCASTER CA 93534-7104



ISSUED FOR TAX COMPLIANCE PURPOSES ONLY  
NOT A LICENSE, PERMIT, OR LAND USE AUTHORIZATION

ISSUED TO

42612 8TH STREET W  
LANCASTER, CA 93534-7104

"No registration certificate or permit issued under the provisions of the Business Tax ordinances of the LAMC, or the payment of any tax required under the provisions of the Business Tax ordinances of the LAMC shall be construed as authorizing the conduct or continuance of any illegal business or of a legal business in an illegal manner."

ISSUED BY:

*Clare Bautista*  
DIRECTOR OF FINANCE

NOTIFY THE OFFICE OF FINANCE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS - Office of Finance, P.O. Box 53200, Los Angeles CA 90053-0200  
IMPORTANT - READ REVERSE SIDE

FORM 2000 (Rev. 1/1/15)

## **17. Attachments**

Attachment 1	Policy on Doing Business with Small Business
Attachment 2	Listing of Contractors Debarred in Los Angeles County
Attachment 3	County of Los Angeles Lobbyist Ordinance



## COUNTY OF LOS ANGELES

### *Policy on Doing Business With Small Business*

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about 4 percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

#### **WE RECOGNIZE...**

##### **The importance of small business to the County:**

- In fueling local economic growth.
- Providing new jobs.
- Creating new local tax revenues.
- Offering new entrepreneurial opportunity to those historically under-represented in business.

##### **The County can play a positive role in helping small business grow:**

- As a multi-billion dollar purchaser of goods and services.
- As a broker of intergovernmental cooperation among numerous local jurisdictions.
- By greater outreach in providing information and training.
- By simplifying the bid/proposal process.
- By maintaining selection criteria which are fair to all.
- By streamlining the payment process.

#### **WE THEREFORE SHALL:**

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully coordinated among our departments and districts, as well as other participating governments to: (a) inform and assist the local business community in competing to provide goods and services; and, (b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate, and select prospective vendors, address subcontracting, and conduct business with our vendors, in order to: (a) expand opportunity for small business to compete for our business; and, (b) to further opportunities for all businesses to compete regardless of size.
4. Ensure that staff who manage and carry out the business of purchasing goods and services are well-trained, capable, and highly motivated to carry out the letter and spirit of this policy.

**ATTACHMENT 2**

**Listing of Contractors Debarred in Los Angeles County**

**List of Debarred Contractors in Los Angeles County may be obtained by going to the following website:**

<http://doingbusiness.lacounty.gov/DebarmentList.htm>

# County of Los Angeles *Lobbyist Ordinance*



**IT'S THE LAW**

## It may affect you!

Chapter 2.160 of the Los Angeles County Code requires Lobbyists, Lobbying Firms and Lobbyist Employers to register with the Executive Office of the Board of Supervisors. This ordinance imposes extensive reporting requirements on individuals, businesses and other organizations. It places restrictions on the activities of anyone seeking to influence an official action of the County of Los Angeles including actions of the Board of Supervisors or the granting or denial of County contracts, licenses, permits, grants and franchises.

### YOU MAY BE CONSIDERED A COUNTY LOBBYIST

If you are compensated to communicate directly (or through agents) with any County official for the purpose of influencing official action, then you may be required to register with the Executive Office of the Board of Supervisors. The requirement to register is the same whether you are an employee of, or on contract with, a firm or organization with business before the County. Additionally, an individual or business entity may be considered a County Lobbying Firm if it receives compensation to influence the County on behalf of any other persons or businesses. An individual, business entity or organization that employs or contracts with another individual or firm to represent or make contacts with a County agency on their behalf to influence County action may be considered a County Lobbyist Employer who must also register. If in doubt, it is best to register.

Furthermore, each person or entity who is not otherwise required to register as a County Lobbyist, Lobbying Firm or Lobbyist Employer, but who directly or indirectly expends \$5,000 or more during a calendar quarter to influence official action need not register BUT must report the expenditure to the Executive Office of the Board of Supervisors on a form available from the Executive Office.

### REGISTERING IS IMPORTANT

Failure to comply with the ordinance may subject offending Lobbyists, Lobbying Firms, and Lobbyist Employers to serious penalties including fines up to \$2,000 and denial of contracts, licenses, permits, grants or franchises. Moreover, some violators may be refused permission to address the Board of Supervisors or any County commission.

### HERE'S HOW TO COMPLY WITH THE LAW

Within 10 days of qualifying as a County Lobbyist, Lobbying Firm, or Lobbyist Employer as described in the ordinance, you must register with the Executive Office of the Board of Supervisors.

Registering with the County is easy. To receive a copy of the ordinance and registration forms, or to receive additional information or answers to specific questions, please contact the Executive Office of the Board of Supervisors at the following address or you may call one of the following telephone numbers.

Executive Office of the Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall Of Administration  
500 West Temple Street  
Los Angeles, California 90012

(213) 974-1093 (213) 974-1578

A copy of the ordinance is available for your review at this County facility or on the Internet.

<http://bos.co.la.ca.us/>

Thank you for your cooperation and attention.

## LOS ANGELES COUNTY CODE

## Title 2 ADMINISTRATION

## Chapter 2.201 Living Wage Program

2.201.010 Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles. (Ord. 2007-0011 § 1, 2007; Ord. 99-0048 § 1 (part), 1999.)

2.201.20 Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this Chapter unless inconsistent with the following definitions:

- A. "County" includes the County of Los Angeles, any County officer or body, any County department head, and any County employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full- or part-time services to an employer, some or all of which are provided to the County of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a County of Los Angeles owned or leased facility.
- C. "Employer" means:
  - 1. An individual or entity who has a contract with the County:
    - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the County of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this Chapter as a "Proposition A contract," or
    - b. For cafeteria services, referred to in this Chapter as a "cafeteria services contract," and
    - c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
  - 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the County.
- D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer, but in no event less than 35 hours worked per week.
- E. "Part time" means less than 40 hours worked per week, unless a lesser number is a recognized

industry standard and is approved as such by the Chief Executive Officer.

F. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq., of this code, entitled Contracting with Private Business. (Ord. 2015-0061 § 1, 2015; Ord. 2007-0011 § 2, 2007; Ord. 99-0048 § 1 (part), 1999.)

**2.201.30 Prospective effect.**

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter. It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)

**2.201.040 Payment of living wage.**

A. Employers shall pay employees a living wage for their services provided to the County of no less than the hourly rate set under this Chapter or in Title 8—Consumer Protection, Business and Wage Regulations, commencing with Section 8.100.010, whichever is higher. The rate shall be as follows:

1. On March 1, 2016, and thereafter the rate shall be \$13.25 per hour;
2. On January 1, 2017, and thereafter the rate shall be \$14.25 per hour;
3. On January 1, 2018, and thereafter the rate shall be \$15.00 per hour;
4. On January 1, 2019, and thereafter the rate shall be \$ 15.79 per hour;
5. Beginning January 1, 2020, and thereafter the living wage rate shall increase annually based on the average Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the Los Angeles metropolitan area (Los Angeles-Riverside-Orange County, CA), which is published by the Bureau of Labor Statistics of the United States Department of Labor.

B. The Board of Supervisors may, from time to time, adjust the amounts specified in subsection A of this Section, above for future contracts. Any adjustments to the living wage rate specified in subsection A that are adopted by the Board of Supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments. (Ord. 2015-0061 § 2, 2015; Ord. 2007-0011 § 3, 2007; Ord. 99-0048 § 1 (part), 1999.)

**2.201.050 Other provisions.**

A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the County the necessity to use non-full time employees based on staffing efficiency or the County requirements of an individual job.

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

C. Administration. The Chief Executive Officer and the Internal Services Department shall be responsible for the administration of this chapter. The Chief Executive Officer and the Internal Services Department may, with the advice of County Counsel, issue interpretations of the provisions of this chapter. The Chief Executive Officer in conjunction with the Internal Services Department shall issue written instructions on the implementation and ongoing administration of this Chapter. Such instructions may provide for the delegation of functions to other County departments.

- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and provide other information deemed relevant to the enforcement of this Chapter by the County. Such reports shall be made at the times and in the manner set forth in instructions issued by the Chief Executive Officer in conjunction with the Internal Services Department. The Internal Services Department in conjunction with the Chief Executive Officer shall report annually to the Board of Supervisors on contractor compliance with the provisions of this Chapter.
- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 2015-0061 § 3, 2015: Ord. 2011-0066 § 3, 2011: Ord. 99-0048 § 1 (part), 1999.)

**2.201.60 Employer retaliation prohibited.**

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part), 1999.)

**2.201.70 Employee retention rights.**

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer:
  1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
  2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
  3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
  1. Has been convicted of a crime related to the job or his or her job performance; or
  2. Fails to meet any other county requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999.)

**2.201.80 Enforcement and Remedies.**

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
  - 1. Assess liquidated damages as provided in the contract; and/or
  - 2. Recommend to the board of supervisors the termination of the contract; and/or
  - 3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code. (Ord. 2007-0011 § 4, 2007: Ord. 99-0048 § 1 (part), 1999.)

**2.201.090 Exceptions.**

- A. Other Laws. This Chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this Chapter shall be superseded by a collective bargaining agreement that expressly so provides. (Ord. 2015-0061 § 4, 2015: Ord. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

**2.201.100 Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 99-0048 § 1 (part), 1999.)

## Living Wage Rate Annual Adjustments

The Living Wage Ordinance is applicable to Proposition A and cafeteria services contracts. Employers shall pay employees a Living Wage for their services provided to the county of no less than the hourly rates and effective dates as follows:

Effective Date	Hourly Rate
March 1, 2016	\$13.25
January 1, 2017	\$14.25
January 1, 2018	\$15.00
January 1, 2019	\$15.79

Effective January 1, 2020, the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

The Chief Executive Office (CEO) will issue a memo advising departments of the CPI to be used when determining the Living Wage rate effective January 1, 2020, and every year thereafter.

### Instructions to complete PW-2s, Schedule of Prices and LW-8s, Cost Methodology

The Contract's terms and the anniversary of the Living Wage rate increases are not the same dates. For example, the Contract may start from October 1, 2017, and will end September 30, 2018, which covers two different rates of Living Wage.

This means in the same Contract term, for example, the first option term, contractor must adhere to two different rates of Living Wage.

Each Contract term has its own Form PW-2 and Form LW-8.

**Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATE IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE.**

For example, contractor's term cover from October 1, 2017 to December 31, 2017, the Living Wage rate is \$14.25 and from January 1, 2018 to August 31, 2018, the Living Wage rate is \$15.00, therefore; the Contractor's LW-8 for this period must be \$15.00 or higher or Contractor's LW-8 clearly shows the two rates during those periods.

Each Contract term proposed prices indicated in Form PW-2, Schedule of Prices, must be equal to each Form LW-8.

## FORM LW-6

## GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS

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

## Assessment Criteria

\* A 'Labor Law/Payroll Violation' includes violations of any Federal, State or local statute, regulation or ordinance pertaining to wages, hours, working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination. The County may deduct points from a proposer's final evaluation score only for Labor Law/Payroll Violations with disposition by a public entity within the past three years of the date of the proposal.

The assessment and determination of whether a violation is major, significant, minor, or insignificant and the assignment of a percentage deduction shall include, but not be limited to, consideration of the following criteria and variables:

- Accuracy in self-reporting by proposer
- Health and/or safety impact
- Number of occurrences
- Identified patterns in occurrences
- Dollar amount of lost/delayed wages
- Assessment of any fines and/or penalties by public entities
- Proportion to the volume and extent of services provided, e.g., number of contracts, number of employees, number of locations, etc.

\*\* County Code Title 2, Chapter 2.202.030 sets forth criteria for making a finding of contractor non-responsibility which are not limited to the above situations.

PROPOSER'S UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR  
WATER TRUCK SERVICES

		SELECTED FIRM					
		Local SBE	SBE	Minority	Women	Disadvantaged	DisabledVet
1	<b>Small-Sized Business Category</b> Proposer Name	Yes	N/A	Yes	Yes	N/A	N/A
1	<b>Spadaro Enterprises, Inc.</b> Medium-Sized Business Category Proposer Name						
2	<b>None</b> Large-Sized Business Category Proposer Name						
3	<b>None</b>						
NON-SELECTED FIRMS							
		Local SBE	SBE	Minority	Women	Disadvantaged	DisabledVet
4	<b>Small-Sized Business Category</b> Proposer Name						
4	<b>None</b>						
5	<b>Medium-Sized Business Category Proposer Name</b>	Local SBE	SBE	Minority	Women	Disadvantaged	DisabledVet
5	<b>None</b>						
6	<b>Large-Sized Business Category</b> Proposer Name						
6	<b>None</b>						

\*Information provided by Proposer in response to the RFP. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.

PROPOSER'S UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR  
WATER TRUCK SERVICES

FIRM INFORMATION*		Spadaro Enterprises, Inc.
BUSINESS STRUCTURE		Corporation
CULTURAL/ETHNIC COMPOSITION		NUMBER/% OF OWNERSHIP
OWNERS/PARTNERS		0
Black/African American		0
Hispanic/Latino		1/100%
Asian or Pacific Islander		0
American Indian		0
Filipino		0
White		0
Female (included above)		1
MANAGER		NUMBER
Black/African American		0
Hispanic/Latino		1
Asian or Pacific Islander		0
American Indian		0
Filipino		0
White		2
Female (included above)		1
STAFF		NUMBER
Black/African American		2
Hispanic/Latino		3
Asian or Pacific Islander		0
American Indian		0
Filipino		0
White		5
Female (included above)		2
Total # of Employees		14
COUNTY CERTIFICATION		
CBE		N
LSBE		Y
OTHER CERTIFYING AGENCY		Supplier Clearinghouse

\*Information provided by Proposer in response to the RFP. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.

## ENCLOSURE C

### Bid Detail Information

**Bid Number :** PW-BRCD021

**Bid Title :** Water Truck Services (BRC0000048)

**Bid Type :** Service

**Department :** Public Works

**Commodity :** TANKS - STEEL - TRANSPORT TRUCK TYPE (FOR ASPHALT, GASOLINE, OIL, WATER, ETC.)

**Open Date :** 1/23/2019

**Closing Date :** 2/26/2019 5:30 PM

**Bid Amount :** \$ 800,000

**Bid Download :** Not Available

**Bid Description :** PLEASE TAKE NOTICE that Public Works requests proposals for the Water Truck Services (BRC0000048) contract. This contract has been designed to have a potential maximum contract term of 5 years, consisting of an initial 1-year term and potential additional four 1-year option renewals. The total annual contract amount of these services is estimated to be \$800,000. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://dpw.lacounty.gov/brcd/servicecontracts/> or may be requested from Ms. Amber Turner at (626) 458-4199 or [aturner@dpw.lacounty.gov](mailto:aturner@dpw.lacounty.gov) or Ms. Jessica Dunn at (626) 458-4169 or [jdunn@dpw.lacounty.gov](mailto:jdunn@dpw.lacounty.gov), Monday through Thursday, 7 a.m. to 5 p.m.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <http://dpw.lacounty.gov/brcd/servicecontracts/>.

Public Works' "Business Opportunities" Website Registration:

All interested proposers for this RFP are strongly encouraged to register at <http://dpw.lacounty.gov/general/contracts/opportunities/>. Only those firms registered for this RFP through the website will receive automatic notification when any update to this RFP is made. The County does not have an obligation to notify any proposers other than through the Public Works website's automatic notification system.

Doing Business with Local Small Business Enterprise, Disabled Veteran Business Enterprise, and Social Enterprise:

The County strongly encourages participation from firms, primes, and subcontractors, which are certified in the County's Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE) Preference Programs. The County's LSBE, DVBE, and SE Preference Programs require firms to complete a certification process to receive certain benefits allowed only for LSBE, DVBE, and SE, such as a 15 percent price preference, not to exceed \$150,000, when applicable, and LSBE Prompt Payment Program. The following link provides additional information on being County certified LSBE, DVBE, and SE: <http://dcba.lacounty.gov>.

Minimum Mandatory Requirements: At the time of proposal submission, proposers must meet all minimum requirements set forth in the RFP document including, but not limited to:

Subcontracting is not allowed for this service. If a proposer makes reference to a subcontractor or if a proposer includes a list of subcontractors to perform the work requested, the proposal will be immediately disqualified.

1. Proposer must have a minimum of 3 years of experience performing water truck service.
2. Proposer's on-site supervisor must have a minimum of 3 years of experience supervising water truck service.
3. Proposer must provide a minimum of four truck drivers and submit copies of their valid State of California Department of Motor Vehicles Class A or B commercial driver licenses (with a minimum of a Tank Vehicle "TV" endorsement), as well as any other required licenses or endorsements required by Federal, State, and local regulations.
4. Proposer must provide a minimum of four water trucks that meet or exceed the specifications as set forth in Exhibit A, Scope of Work.

5. The contracted work in this RFP constitutes "public works" as defined in the California Labor Code Section 1720, requiring payment of prevailing wages pursuant to Section 14, Prevailing Wages, of the RFP. Proposer must submit proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5. Please note that the services requested in this contract may include both prevailing wage and nonprevailing wage work. Pending registrations will not be accepted.

A Proposers' Conference will be held on Tuesday, February 12, 2019, at 9 a.m. at Los Angeles County Road Maintenance District 5, located at 38126 North Sierra Highway, Palmdale, California 93550. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, proposers must submit questions in writing and request information for this solicitation within three business days from the date of the conference.

The deadline to submit proposals is Tuesday, February 26, 2019, at 5:30 p.m. Please direct your questions to Ms. Turner at (626) 458-4199 or Ms. Dunn at (626) 458-4169.

**Contact Name :** Amber Turner

**Contact Phone# :** (626) 458-4199

**Contact Email :** [aturner@dpw.lacounty.gov](mailto:aturner@dpw.lacounty.gov)