



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

November 06, 2024

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:

SERVICE CONTRACT
TRANSPORTATION CORE SERVICE AREA
AWARD OF SERVICE CONTRACTS
WATER TRUCK SERVICES FOR NORTH COUNTY GROUPS
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)

SUBJECT

Public Works is seeking Board approval to award two Proposition A service contracts to Spadaro Enterprises, Inc., a Local Small Business and Community 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 work is categorically exempt from the provisions of the California Environmental Quality Act for the reasons stated in this Board letter.
2. Find that these services can be more economically performed by an independent contractor than by County employees.
3. Award and direct the Chair to execute two contracts to Spadaro Enterprises, Inc., a Local Small Business and Community Business Enterprise, for water truck services for North County Group A and North County Group B. These contracts 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 maximum potential contract terms of 66 months and maximum potential contract sums of \$5,930,650 for North County Group A and \$5,930,650 for North County Group B.

4. Delegate authority to the Director of Public Works or his designee to renew these contracts for each additional renewal option and extension period if, in the opinion of the Director of Public Works or his designee, Spadaro Enterprises, Inc., has successfully performed during the previous contract period and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend and/or terminate these contracts for convenience if 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 contracts' amounts up to an additional 10 percent of the annual contracts' sums, which is included in the maximum potential contracts' sums for unforeseen additional work within the scope of these contracts if required, and to adjust the annual contracts' sums for each option year over the term of these contracts to allow for fuel adjustments costs in accordance with the contracts.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to award two contracts 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. The work to be performed will consist of 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 benefitting the local residents.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal D, Sustainability, Strategy iv, Environmental Justice, by ensuring dust is controlled during maintenance operations. By controlling dust, communities will continue to enjoy access to clean air.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The maximum potential contract sum is \$5,930,650 for North County Group A and \$5,930,650 for North County Group B for the maximum contract period of 66 months. The County may also authorize an extension of time to the contracts' maximum potential term not to exceed 180 days with no additional funding. The total maximum potential contracts' sums include 10 percent of the annual contracts' sums for unforeseen additional work within the scope of the contracts and fuel cost adjustments in accordance with these contracts. The terms and sums for each term of the maximum contracts' period, if all optional renewal periods are exercised, are as follows:

North County Group A and North County Group B for each contract:

The sum for the initial term is \$940,000.

The sum for the first option term is \$972,500.

The sum for the second option term is \$994,000.

The sum for the third option term is \$994,000.

The sum for the fourth and final option term is \$994,000.

The sum for the month-to-month option to extend up to 6 months is \$497,000.

These amounts are based on Public Works' estimated annual utilization of the contractor's services at the hourly rates quoted.

Funding for Group A and Group B are included in the Road Fund (B03 – Services and Supplies) Fiscal Year 2024-25 Budget. Funds to finance these contracts' option years and 10 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

County Counsel has approved the recommended contracts, which have been executed by Spadaro Enterprises, Inc. (Enclosures A.1 and A.2). The recommended contracts were solicited on an open-competitive basis and are in accordance with applicable Federal, State, and County requirements. These contracts will commence upon the Board's approval and final execution for a period of 1 year.

The current contract has been extended for a maximum of 6 months with a final expiration date of March 30, 2025; however, it will expire upon award and execution of these contracts. The award of these contracts will continue the current services by the recommended contractor, which is the current contractor providing these services.

Standard service contracts were used that contain 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 recommended contractor has agreed to pay its 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 provisions apply to these proposed contracts as County employees can perform these contracted services. These contracts comply with all of the requirements of the Los Angeles County Code, Section 2.201. In addition, the contractor understands and agrees that the contracted work involves public works as defined by Section 1720 of the California Labor Code. The contractor represents and warrants that they will perform the contracted work in full compliance with the applicable provisions of the Labor Code relating to payment of prevailing wages.

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 a class of projects that have been determined not to have a significant effect on the environment in that they meet the criteria set forth in Section 15301 (c) of the California Environmental Quality Act.

CONTRACTING PROCESS

On August 23, 2023, a notice of the Request for Proposals (RFP) was placed on the County's "Doing Business with Los Angeles County" website (Enclosure C), "Do Business with Public Works" website, and X (formerly Twitter). In addition, advertisements were placed in the Los Angeles Daily Journal, Los Angeles Sentinel, La Opinión, The Daily Breeze, The Signal (Santa Clarita), World Journal, Watts Times, The Malibu Times, Press Telegram, and Pasadena Star News. Also, Public Works informed 1,553 Local Small Business Enterprises, 181 Social Enterprises, 164 Disabled Veteran Business Enterprises, 829 Community Business Enterprises, 1,385 Community-Based Organizations, 59 independent contractors, various business development centers, and municipalities about this business opportunity.

On August 23, 2023, two proposals were received. One of which was disqualified for failure to meet the minimum requirements of the RFP. The remaining 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, and equipment utilizing the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that these contracts be awarded to the responsive and responsible proposer, Spadaro Enterprises, Inc., located in Lancaster, California. Public Works notified the applicable union on this solicitation.

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of these contracts will continue the services without disruption to the public and will not result in the displacement of any County employees as these services are presently contracted with the private sector.

CONCLUSION

Please return one adopted copy of this Board letter to Public Works, Road Maintenance Division.

Respectfully submitted,



MARK PESTRELLA, PE

Director

MP:SK:ao

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 FOR NORTH COUNTY GROUP A
(BRC0000430)

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AGREEMENT FOR
WATER TRUCK SERVICES FOR NORTH COUNTY GROUP A (BRC0000430)

THIS AGREEMENT, made and entered into this ____ day of _____, 2024, 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, located at 42612 8th Street West, Lancaster, CA 93534, (hereinafter referred to as CONTRACTOR). COUNTY and CONTRACTOR are each a Party and collectively referred to as the Parties.

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors (Board) of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on November 7, 2023, hereby agrees to provide services as described in this Contract for Water Truck Services for North County Groups, Service Contract Group A.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit A.1, Schedule of Prices; Exhibit A.2, Staffing Plan and Cost Methodology; 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; Exhibit I, Water Usage Log; and Exhibit J, Sample Fuel Adjustment Calculation; 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-2.1A through PW-2.6A, an amount not to exceed the maximum contract sum of \$5,930,650 for the entire contract period, or such greater amount as the Board may approve (Maximum Contract Sum). The sum for the initial term is \$940,000; the sum for the first optional term is \$972,500; the sum for the second optional term is \$994,000; the sum for the third optional term is \$994,000; the sum for the fourth optional term is \$994,000; and a month-to-month extension up to 6 months at the fourth option term rates is for \$497,000.

FOURTH: This Contract's initial term will be for a period of 1 year commencing upon Board approval and final execution. The COUNTY will have the sole option to renew this Contract term for up to four additional 1-year periods and six month-to-month extensions, for a maximum total Contract term of 5 years and 6 months. Each such option will 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 10 days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full 1 year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least 10 days prior to the end of a term. Further, in

accordance with Section 2.A.3 of Exhibit B, Service Contract General Requirements, the COUNTY may, at its sole discretion, authorize extensions of time to the Contract's term, to the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, provided the aggregate of all such extensions during the life of this Contract will not exceed 180 days. The Director will provide a written notice of nonrenewal at least 10 days before the last day of any term, in which case this Contract will 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 will bill monthly, in arrears, for the work performed during the preceding month. Work performed will be billed at the hourly rates quoted in Forms PW-2.1A-2.6A, 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 must be in triplicate (original and two copies) and must itemize the work completed. The invoices must 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 will 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 must 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 must 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 must immediately notify the Contract Manager in writing. The CONTRACTOR must send written notification to the Contract Manager when this Contract is within 6 months from expiration of the term as provided for hereinabove.

TENTH: No cost-of-living adjustment will be granted for the optional renewal periods.

ELEVENTH: The Director may adjust 10 percent of the hourly rate of compensation set forth in Forms PW-2.1A through PW-2.6A (Schedule of Prices) based on the increase

or decrease in the fuel price published in the Official Energy Statistics from the United States Department of Energy website at http://tonto.eia.doe.gov/dnav/pet/pet_pri_gnd_dcus_sca_m.htm or other County-approved website for Diesel (On-Highway) and Gasoline - All Grades (Regular) for California, at http://tonto.eia.doe.gov/dnav/pet/pet_pri_prop_dcu_r50_m.htm or other County-approved website for Liquid Propane Gas using West Coast (PADD 5) "Commercial/Institutional," and at http://www.eere.energy.gov/afdc/price_report.html or other County approved website for Compressed Natural Gas Clean Cities Alternative Fuel Price Report, Table 5, Compressed Natural Gas Average Prices by Region from Clean Cities Sources "West Coast," as appropriate to the vehicle used, beginning on Contract anniversary date of this Contract's start date and thereafter at each successive annual interval, which will be the effective date for any such fuel adjustment. The percentage change in the fuel price will be obtained using the fuel prices published on the month of the proposal submission date and the fuel price most recently published for the month of effective date of the adjustment. However, when the percentage increase or decrease in the fuel price is less than 10 percent, no fuel adjustment will be granted. In the event the fuel adjustment is granted, the fuel adjustment (increase or decrease) will be added to or subtracted from, as applicable, the hourly rate of compensation to establish the adjusted hourly rate of compensation. A sample calculation is included in Exhibit J. Public Works will be permitted to audit the CONTRACTOR'S fuel usage, fuel costs, and fuel procurement methods for the vehicles used in providing the service and the CONTRACTOR must provide records pertaining to its fuel costs upon the COUNTY'S request. CONTRACTOR must immediately notify the COUNTY if the CONTRACTOR changes from purchasing fuel using Market Prices, to a long-term agreement for fuel purchases.

TWELFTH: 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 J, inclusive, the COUNTY'S provisions will control and be binding.

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

FOURTEENTH: Advertising and Other External Communications About the Project/Contract. Consultant/Contractor shall obtain the County's prior written approval before disclosing or communicating any information concerning the award of the contract, the progress of the work, or the completion of the work, to any non-party, including but not limited to outside media and news organizations. This requirement includes, but is not limited to: (1) a Consultant/Contractor's, application for an award or any other recognition of the Project/Contract; and (2) any advertising or promotion of the Project/Contract and/or the Consultant/Contractor's role on the project. The County retains the sole discretion as to the release of such information, including the right to deny the request for disclosure, the right to direct the timing of the disclosure, and/or the right to direct Consultant/Contractor to make revisions to the information prior to disclosure.

FIFTEENTH: 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. This CONTRACT may be signed by the Parties hereto in separate counterparts, including

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

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

EDWARD YEN
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By 
Deputy

Margaret Ambrose
Type/Print Name

SPADARO ENTERPRISES, INC.

By 
Its President

Melissa Keyes
Type/Print Name

By 
Its Secretary

Melissa Keyes
Type/Print Name

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 August 25, 2004 before me, Jennifer Young, 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(\$) whose name(\$) 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(\$) on the instrument the person(\$), or the entity upon behalf of which the person(\$) 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 FOR NORTH COUNTY GROUPS (BRC0000430)

A. Public Works Contract Manager

Public Works Contract Manager for Service Contract Group A and Service Contract Group B will be Mr. Quang Luong of our Road Maintenance Division who may be contacted at (661) 947-7173, extension 242, or qluong@pw.lacounty.gov, Tuesday through Friday, 6:30 a.m. to 5:00 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. Service Contract Group A will consist of the operational area of Road Division 523, 526, and 551 and Service Contract Group B will consist of the operational area of Road Divisions 555, 557, and 558 as shown on Exhibit G, Los Angeles County Public Works Water Trucks Map, 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, must be included in the price quoted by the Contractor in Forms PW-2.1-2.6, 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.

Water Truck
(BRC0000430)

F. Hours and Days of Service

Hours of services during a Normal Working Day will be primarily performed within the 6:00 a.m. to 4:30 p.m. time period, Monday through Friday, each week, except County observed holidays, at which time the service must be done before or after such holiday. Hourly rates, as listed on Form PW-2, Schedule of Prices, Item 1, shall be applied during a Normal Working Day. Work hours may be altered, when necessary, with the approval of the Contract Manager. Contractor's personnel shall be compensated for overtime rates, as listed on Form PW-2, Schedule of Prices, Item 2, when the work is in excess of a Normal Working Day, in excess of an average 40 hours per week, based on a consecutive two-week period, and Saturday, Sunday, or holidays.

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	Friday after Thanksgiving
Juneteenth Day	Christmas Day
Independence 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 4:00 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 and subcontractors, 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 and subcontractors, 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 Contractor 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 five days following the occurrence.

J. Maps

Exhibit G, Los Angeles County Public Works Water Trucks Map

K. Responsibilities of the Contractor

The Contractor Shall:

1. Have a minimum of 3 years of experience performing water truck service.
2. Contractor's on-site supervisor shall have a minimum of 3 years of experience supervising water truck service.

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3. Provide qualified personnel who meet the minimum requirements of this contract to operate the water truck equipment.
4. Assure all operators assigned to this contract maintain a valid and active State of California Department of Motor Vehicle Class A or B License, with a minimum of a Tank Vehicle Endorsement, which is subject to verification by an on-site County supervisor while performing services under this Contract.
5. Maintain a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5
6. Assure all operators assigned to this contract 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.
7. 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.
8. 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.
9. Provide security for all of Contractor's equipment used at Public Works jobsites during working hours.
10. 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.
11. Provide a minimum of three water trucks which must 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
12. Provide replacement trucks and equipment by the following workday in the event of truck or equipment failure.
 13. Fuel and service its trucks and equipment outside working hours.
 14. If required by Public Works, provide sufficient labor and equipment to respond to multiple work sites.
 15. Provide CM or PWR with phone numbers to Contractor's operators directly, as determined necessary by the Contract Manager or PWR.
 16. 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.
 17. Assure on-site supervisor can speak, read, write, and understand English.

L. 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.

M. 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.

N. 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 K.6, 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

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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.

O. Project Safety Official

The Contractor must designate in writing a Project Safety Official who must be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. The Contractor's Project Safety Official must be available at all times to abate any potential safety hazards and must have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official will 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.

P. 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 must 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 must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must 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.

Q. 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 will 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 will pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the sum of \$500 for each consecutive calendar day that the Contractor fails to complete work within the time specified unless otherwise provided in this Contract, or approved by Contract Manager.
4. In addition to the above, Public Works may use Exhibit F, Performance Requirements Summary, to evaluate Contractor's performance. Please note, should an inconsistency be determined between the Scope of Work, Liquidated Damages, and the Performance Requirements Summary (Exhibit F), the higher service level in the judgment of Public Works will prevail.

R. Federally Funded Work

This provision will apply when federally funded or potentially federally funded work is needed by County. In accordance with Federal Executive Order 12549 and 12689 (Debarment and Suspension), individuals or entities that have been debarred by the Federal government may not receive work under this Contract as a Contractor or Subcontractor. Contractors and/or Subcontractors listed on the governmental exclusions in the System for Award Management (SAM) are not eligible to receive federally funded work under this contract. See Office of Management and Budget guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension". The SAM exclusions contains the names of parties debarred, suspended, or otherwise excluded by Federal agencies as well as parties declared ineligible under statutory or regulatory authority.

For federally funded work, the Contract Manager will, before assigning work to the Contractor, verify that the Contractor is not listed on the governmental exclusions in the SAM as a party excluded or ineligible by Federal agencies to participate in federally funded projects. For your reference, a List of Debarred Contractors by U.S. Department of Labor's (DOL) Office of Federal Contract Compliance Programs (OFCCP) may be obtained by going to the following website: <https://sam.gov/content/home>.

If the Contractor is listed on the governmental exclusions in the SAM as a party excluded or ineligible by Federal agencies to participate in federally funded projects, then said Contractor will not be offered the work. The Contract Manager will notify the Contractor of their negative standing in the SAM. The

Water Truck
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Contract Manager will also notify the Contractor of their ineligibility to receive any federally funded work under this contract, until the Contractor is able to satisfactorily correct the issue. The Contractor shall notify the Contract Manager when the Contractor has corrected their negative standing in the SAM, and the Contractor is no longer listed on the governmental exclusions in the SAM.

If the Contractor is **not** listed on the governmental exclusions in the SAM as a party excluded or ineligible by Federal agencies to participate in federally funded projects, Public Works may offer said Contractor the federally funded work.

S. Fuel Cost Adjustment Mechanism

The rate adjustment will apply only to the water trucks that use gasoline or diesel. There will be no adjustment for water trucks that use propane. Rate adjustments for other alternative fuels are subject to Contract Manager approval.

The Director may adjust up to 10 percent of the hourly rate of compensation set forth in Forms PW-2.1 through 2.6 (Schedule of Prices) based on the increase or decrease in the fuel price published in the Official Energy Statistics from the United States Energy Information Administration (EIA) website at http://tonto.eia.doe.gov/dnav/pet/pet_pri_gnd_dcus_sca_m.htm or other County approved website for Diesel (On-Highway) and Gasoline - All Grades (Regular) for California, appropriate to the vehicle used, beginning on the month of this Contract's start date and thereafter at each successive one month interval, which shall be the effective date for any such fuel adjustment.

The percentage change in the fuel price shall be obtained using the fuel prices published three months preceding the proposal submission date and the fuel price published three months preceding each effective date of the adjustment.

However, when the percentage increase or decrease in the fuel price is less than ten percent, no fuel adjustment will be granted. In the event the fuel adjustment is granted, the fuel adjustment (increase or decrease) will be added to or subtracted from, as applicable, the hourly rate of compensation to establish the adjusted hourly rate of compensation in the Schedule of Prices (PW-2). Public Works shall be permitted to audit the Contractor's fuel usage, fuel costs, and fuel procurement methods for the water trucks used in providing the service and the Contractor shall provide records pertaining to its fuel costs upon the County's request. Contractor shall immediately notify the County if the Contractor changes from purchasing fuel using market prices, to a long-term agreement for fuel purchases. Refer to Exhibit J, Sample Fuel Cost Adjustment Calculation for an example of how fuel costs adjustments will be calculated.

**SCHEDULE OF PRICES FOR
WATER TRUCK SERVICES FOR NORTH COUNTY GROUPS (BRC0000430)
SERVICE CONTRACT GROUP A**

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.

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

An hourly rate must be submitted for each item. Proposals submitted without hourly rates for all items will be deemed nonresponsive. The hourly rates for items 1 and 2 include all labor, equipment, supervision, traffic control (not including flagging), 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. Contractor will be paid a minimum of four hours per day for each vehicle called to work. Please note: 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).

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).	\$ <u>170</u> X	5,000 =	\$ <u>850,000</u>
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.	\$ <u>180</u> X	500 =	\$ <u>90,000</u>
TOTAL PROPOSED ANNUAL PRICE (Initial Term)				\$ <u>940,000</u>

**SCHEDULE OF PRICES FOR
WATER TRUCK SERVICES FOR NORTH COUNTY GROUPS (BRC0000430)
SERVICE CONTRACT GROUP A**

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).	\$ 175 X	5,000 =	\$ 875,000
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.	\$ 195 X	500 =	\$ 97,500
TOTAL PROPOSED ANNUAL PRICE (Option Year 1)				\$ 972,500

**SCHEDULE OF PRICES FOR
WATER TRUCK SERVICES FOR NORTH COUNTY GROUPS (BRC0000430)
SERVICE CONTRACT GROUP A**

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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).	\$ <u>180</u> X	5,000 =	\$ <u>900,000</u>
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.	\$ <u>200</u> X	470 =	\$ <u>94,000</u>
TOTAL PROPOSED ANNUAL PRICE (Option Year 2)				\$ <u>994,000</u>

**SCHEDULE OF PRICES FOR
WATER TRUCK SERVICES FOR NORTH COUNTY GROUPS (BRC0000430)
SERVICE CONTRACT GROUP A**

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An hourly rate must be submitted for each item. Proposals submitted without hourly rates for all items will be deemed nonresponsive. The hourly rates for items 1 and 2 include all labor, equipment, supervision, traffic control (not including flagging), 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. Contractor will be paid a minimum of four hours per day for each vehicle called to work. Please note: 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).

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).	\$ <u>182</u> X	5,000 =	\$ <u>910,000</u>
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.	\$ <u>200</u> X	420 =	\$ <u>84,000</u>
TOTAL PROPOSED ANNUAL PRICE (Option Year 3)				\$ <u>994,000</u>

**SCHEDULE OF PRICES FOR
WATER TRUCK SERVICES FOR NORTH COUNTY GROUPS (BRC0000430)
SERVICE CONTRACT GROUP A**

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.

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

An hourly rate must be submitted for each item. Proposals submitted without hourly rates for all items will be deemed nonresponsive. The hourly rates for items 1 and 2 include all labor, equipment, supervision, traffic control (not including flagging), 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. Contractor will be paid a minimum of four hours per day for each vehicle called to work. Please note: 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).

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).	\$ <u>182</u> X	5,000 =	\$ <u>910,000</u>
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.	\$ <u>200</u> X	420 =	\$ <u>84,000</u>
TOTAL PROPOSED ANNUAL PRICE (Option Year 4)				\$ <u>994,000</u>

**SCHEDULE OF PRICES FOR
WATER TRUCK SERVICES FOR NORTH COUNTY GROUPS (BRC0000430)
SERVICE CONTRACT GROUP A**

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.

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

NOTE: Proposer must provide pricing for ALL contract terms including the 4th 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)	\$ 940,000
2	WATER TRUCK SERVICES (Option Year 1)	\$ 972,500
3	WATER TRUCK SERVICES (Option Year 2)	\$ 994,000
4	WATER TRUCK SERVICES (Option Year 3)	\$ 994,000
5	WATER TRUCK SERVICES (Option Year 4)	\$ 994,000
TOTAL PRICE FOR YEARS' 1 THROUGH 5		\$ 4,894,500
AVERAGE TOTAL PRICE FOR YEARS 1 THROUGH 5 (TOTAL PRICE FOR YEARS 1 THROUGH 5 ÷ 5 YEARS)		\$ 978,900
LEGAL NAME OF PROPOSER Spadaro Enterprises Inc		
PROPOSER'S ADDRESS: 42612 8th street west Lancaster CA 93534		
E-MAIL generaloffice@spadaroinc.com		
PHONE 661 940-1914	MOBILE 661 645-6059	DATE 5/1/2024

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STAFFING PLAN AND COST METHODOLOGY FOR
WATER TRUCK SERVICES FOR NORTH COUNTY GROUPS (BRC0000430) FOR SERVICE CONTRACT GROUP A

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY (NOTE: MINIMUM 2 EMPLOYEES MUST WORK PER SHIFT)							HOURS PER WEEK	APPROXIMATE HOURS (52 x HRS PER WEEK)	HOURLY WAGE RATE**	COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Robert Walker Water Truck Operator		8	8	8	8	8		32	1664	75.68	125,931.52
Robert Walker Water Truck Operator		1	1	1				3	156	95.04	14,826.24
Leonard Hurst Water Truck Operator		8	8	8	8	8		32	1664	75.68	125,931.52
Leonard Hurst Water Truck Operator		1	1	1				3	156	95.04	14,826.24
Ezra Jimenez Water Truck Operator		8	8	8	8	8		32	1664	75.68	125,931.52
Ezra Jimenez Water Truck Operator		1	1	1	1	1		3	156	95.04	14,826.24
Various Water Truck Operator RT								8		75.68	605.44
Various Water Truck Operator OT								32		95.04	3,041.28
Comments/Notes:	Total Salaries										
**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 FORM LW-8s PER EACH YEAR'S RATE.	(1) Vacations, Sick Leave, Holiday										
	(2) Health Insurance										
	(3) Payroll Taxes & Workers' Compensation										
	(4) Welfare and Pension										
	Total Employee Benefits (1+2+3+4)										
	85,184										
	(5) Equipment Costs										
	125,000										
	(6) Service and Supply Costs										
	130,000										
	(7) General and Administrative Costs										
	125,000										
	(8) Profit										
	48,896										
	Total Other Costs (5+6+7+8)										
	428,896										
	TOTAL PRICE										
	940,000										

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

** Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2, 201 - Living Wage Program. Hourly rates not in compliance may subject your proposal to rejection.

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

Spadaro Enterprises Inc

Melissa Keyes

Melissa Keyes
Signature of Firm's Representative

Name of Firm's Representative

05/01/2024


Date of Submittal

STAFFING PLAN AND COST METHODOLOGY FOR
WATER TRUCK SERVICES FOR NORTH COUNTY GROUPS (BRC0000430) FOR SERVICE CONTRACT GROUP A

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY (NOTE: MINIMUM 2 EMPLOYEES MUST WORK PER SHIFT)							HOURS PER WEEK	APPROXIMATE HOURS (52 x HRS. PER WEEK)	HOURLY WAGE RATE**	COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Robert Walker Water Truck Operator		8	8	8	8			32	1664	78.70	130,956.80
Robert Walker Water Truck Operator		1	1	1				3	156	98.84	15,419.04
Leonard Hurst Water Truck Operator		8	8	8	8			32	1664	78.70	130,956.80
Leonard Hurst Water Truck Operator		1	1	1				3	156	98.84	15,419.04
Ezra Jimenez Water Truck Operator		8	8	8	8	8		32	1664	78.70	130,956.80
Ezra Jimenez Water Truck Operator		1	1	1				3	156	98.84	15,419.04
Various Water Truck Operator RT								8		78.70	629.60
Various Water Truck Operator OT								32		98.84	3162.88
Comments/Notes:	Total Salaries										
**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 FORM LW-8s PER EACH YEAR'S RATE.											
(1) Vacations, Sick Leave, Holiday											
(2) Health Insurance											
(3) Payroll Taxes & Workers' Compensation											
(4) Welfare and Pension											
Total Employee Benefits (1+2+3+4)											
88,584											
132,300											
132,300											
132,300											
44,096											
Total Other Costs (5+6+7+8)											
440,996											
TOTAL PRICE											
972,500											

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

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

Name of Proposer Spadaro Enterprises Inc Name of Firm's Representative Melissa Keyes Signature of Firm's Representative  Date of Submittal 05/01/2024

STAFFING PLAN AND COST METHODOLOGY FOR
WATER TRUCK SERVICES FOR NORTH COUNTY GROUPS (BRC0000430) FOR SERVICE CONTRACT GROUP A

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY (NOTE: MINIMUM 2 EMPLOYEES MUST WORK PER SHIFT)							HOURS PER WEEK	APPROXIMATE HOURS (52 x HRS PER WEEK)	HOURLY WAGE RATE**	COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Robert Walker Water Truck Operator		8	8	8	8			32	1664	82	136,448
Robert Walker Water Truck Operator		1	1	1				3	156	103	16,068
Leonard Hurst Water Truck Operator		8	8	8	8			32	1664	82	136,448
Leonard Hurst Water Truck Operator		1	1	1				3	156	103	16,068
Ezra Jimenez Water Truck Operator		8	8	8	8	8		32	1664	82	136,448
Ezra Jimenez Water Truck Operator		1	1	1				3	156	103	16,068
Various Water Truck Operator RT								8		82	656
Various Water Truck Operator OT								2		103	206
Comments/Notes:	Total Salaries										
**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 FORM LW-8s PER EACH YEAR'S RATE.	(1) Vacations, Sick Leave, Holiday										
	(2) Health Insurance										
	(3) Payroll Taxes & Workers' Compensation										
	(4) Welfare and Pension										
	Total Employee Benefits (1+2+3+4)										
	125,000										
	125,000										
	125,000										
	68,908										
	Total Other Costs (5+6+7+8)										
	994,000										

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

** Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2, 201 - Living Wage Program. Hourly rates not in compliance may subject your proposal to rejection.

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


Spadaro Enterprises Inc _____ Melissa Keyes _____ 05/01/2024
 Name of Proposer _____ Name of Firm's Representative _____ Signature of Firm's Representative _____ Date of Submittal _____

STAFFING PLAN AND COST METHODOLOGY FOR
WATER TRUCK SERVICES FOR NORTH COUNTY GROUPS (BRC0000430) FOR SERVICE CONTRACT GROUP A

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY (NOTE: MINIMUM 2 EMPLOYEES MUST WORK PER SHIFT)							HOURS PER WEEK	APPROXIMATE HOURS (52 x HRS PER WEEK)	HOURLY WAGE RATE**	COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Robert Walker Water Truck Operator		8	8	8	8			32	1664	85.40	142,105.60
Robert Walker Water Truck Operator		2.5						2.5	130	107.60	13,988
Leonard Hurst Water Truck Operator		8	8	8	8			32	1664	85.40	142,105.60
Leonard Hurst Water Truck Operator		2.5						2.5	130	107.60	13,988
Ezra Jimenez Water Truck Operator		8	8	8	8	8		32	1664	85.40	142,105.60
Ezra Jimenez Water Truck Operator		2.5						2.5	130	107.60	13,988
Various Water Truck Operator RT									8	85.40	683.20
Various Water Truck Operator OT									30	107.60	3,228
Comments/Notes:	Total Salaries										
**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 FORM LW-8s PER EACH YEAR'S RATE.	(1) Vacations, Sick Leave, Holiday										
	(2) Health Insurance										
	(3) Payroll Taxes & Workers' Compensation										
	(4) Welfare and Pension										
	Total Employee Benefits (1+2+3+4)										
	95,140										
	Included in Wage										
	Included in Wage										
	95,140										
	Included in Wage										
	Total Other Costs (5+6+7+8)										
	125,000										
	125,000										
	125,000										
	51,668										
	426,668										
	TOTAL PRICE										
	994,000										

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

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

Name of Proposer Spadaro Enterprises Inc Name of Firm's Representative Melissa Keyes Signature of Firm's Representative  Date of Submittal 05/01/2024

STAFFING PLAN AND COST METHODOLOGY FOR
WATER TRUCK SERVICES FOR NORTH COUNTY GROUPS (BRC0000430) FOR SERVICE CONTRACT GROUP A

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY (NOTE: MINIMUM 2 EMPLOYEES MUST WORK PER SHIFT)							HOURS PER WEEK	APPROXIMATE HOURS (52 x HRS PER WEEK)	HOURLY WAGE RATE**	COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Robert Walker Water Truck Operator		8	8	8	8			32	1664	89.63	149,144.32
Robert Walker Water Truck Operator		2.5						2.5	130	112.95	14,683.50
Leonard Hurst Water Truck Operator		8	8	8	8			32	1664	89.63	149,144.32
Leonard Hurst Water Truck Operator		2.5						2.5	130	112.95	14,683.50
Ezra Jimenez Water Truck Operator		8	8	8	8			32	1664	89.63	149,144.32
Ezra Jimenez Water Truck Operator		2.5						2.5	130	112.95	14,683.50
Various Water Truck Operator RT								8	8	89.63	717.04
Various Water Truck Operator OT								30	30	112.95	3,388.50
Comments/Notes:	Total Salaries 495,589										
**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 FORM LW-8s PER EACH YEAR'S RATE.	(1) Vacations, Sick Leave, Holiday										
	(2) Health Insurance										
	(3) Payroll Taxes & Workers' Compensation										
	(4) Welfare and Pension										
	Total Employee Benefits (1+2+3+4)										
	125,000										
	(6) Service and Supply Costs										
	125,000										
	(7) General and Administrative Costs										
	24,293										
	Total Other Costs (5+6+7+8)										
	TOTAL PRICE 994,000										

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

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

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Name of Proposer Spadaro Enterprises Inc Name of Firm's Representative Melissa Keyes Signature of Firm's Representative Melissa Keyes Date of Submittal 05/01/2024

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 will be deemed as the drafter of this Contract and the uncertainty, ambiguity, or discrepancy will 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 must 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. Where the contracting party is a District, the term County includes the County and the contracting District.

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 not: a Subcontract, or is not a direct employee relationship with the Contractor or a Subcontractor.

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 will 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 will 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 will 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 will 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 will 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 will be prepared by Public Works and signed by the Contractor. If the change order is prepared by the Contractor, it will be approved by Public Works and signed by the Contractor and the County.

B. Assignment and Delegation

1. The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

2. Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties without such consent must be null and void. For purposes of this paragraph, County consent must require a written amendment to this Contract, which is formally approved and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor. Any payments by County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims which Contractor may have against County.
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, will 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 will 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 will also be reduced correspondingly. Except as set forth in the preceding sentence, the Contractor must 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 will be provided within 30 calendar days of the Board's approval of such actions.

E. Complaints

Contractor must 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 must 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 must 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 must submit proposed changes to County for approval before implementation.
5. Contractor must 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 must be instituted which adheres to formal plans for specific actions and strict time deadlines.
7. Copies of all written responses must 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 must 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 must 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 must be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will 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 will 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 must 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 will, 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 must 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 must 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 must be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will 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 will 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 will 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 must 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 must 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 must 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 must immediately make full written disclosure of such facts to County. Full written disclosure must 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 are on a County Reemployment List

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

Contractor must 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 must 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 will mean that Contractor will interview qualified candidates. County will refer GAIN and GROW participants by category to Contractor. Contractors must report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov and BSERVICES@opportunity.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 will 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-3), 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).

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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 will 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 will 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 must 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 must 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 must be repaid by Contractor by cash payment

upon demand. County may deduct from any payment otherwise due Contractor 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 must 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 must retain all such documentation for all covered employees for the period prescribed by law.
2. Contractor must 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. Counterparts and Electronic Signatures and 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 must comply with all applicable provisions of the Federal Fair Labor Standards Act and must 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 will 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 will 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 must 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 will 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, will 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 must 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 must 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 must certify to, and comply with, the provisions of Contractor's Equal Employment Opportunity (EEO) Certification (Form PW-7).
3. Contractor must 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 must 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 must comply with all applicable Federal and State laws and regulations to the end that no person will, 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 must 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 will 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

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violated Federal or State antidiscrimination laws or regulations will 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 will, 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 will be construed as creating any exclusive arrangement with Contractor. This Contract will 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 must 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 must immediately notify County and must immediately repay all such funds to County. Payment by County for services rendered after expiration/suspension/termination of this Contract must not constitute a waiver of County's right to recover such payment from Contractor. This provision will 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 must, within one business day, give notice thereof, including all relevant information with respect thereto, to the other party.

AA. Notice of Disputes

Contractor must 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 must notify its employees, and must 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 must 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 must 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 must 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 must in any case be sufficient notice.

DD. Publicity

Contractor must 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 will not inhibit Contractor from publicizing its role under this Contract within the following conditions:

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

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County without the prior written consent of the Contract Manager. County will 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 must 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 B, 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 must 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 will not in any way be liable or responsible for the disclosure of any such records including, without 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 must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that County, or its authorized representatives, must 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 must be kept and maintained by Contractor and must 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

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material must 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 must 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 must 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 will 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 will 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 must 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 will be paid to Contractor by County by cash payment, provided that in no event will 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 most 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, must be kept and maintained by the Contractor and must 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 must 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 must 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, must 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 will not be limited to, criminal conviction information. The fees associated with the background investigation will 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 must 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 will 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 must 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 must 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 must 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 will 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 will 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 must obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by County from each approved Subcontractor. Contractor must 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 must not be affected thereby.

KK. Waiver

No waiver by County of any breach of any provision of this Contract will 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 must 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 will 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 must notify its employees, and must 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 must 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 must 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 must 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 must 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 will 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 will 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.

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Disqualification of any member of Contractor's staff pursuant to this paragraph will 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 must be EFT or direct deposit, unless an alternative method of payment is deemed appropriate by the A-C.

Upon Contract award and at the request of the A-C and/or Public Works, the Contractor must 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 to 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 will 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, will decide whether to approve exemption requests.

QQ. Compliance with Fair Chance Employment Hiring Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952. 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/>).

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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.

SS. Contractor Independence

A Contractor or its subsidiary or Subcontractor (Contractor), is prohibited from submitting a bid or proposal in a County solicitation if the Contractor has provided advice or consultation for the solicitation. A Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision will survive the expiration, or other termination of this Agreement.

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 will 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 will 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 will 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 will 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 must:
 - 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 must 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 must be maintained by Contractor in accordance with this Exhibit B, Record Retention and Inspection/Audit Settlement.
4. If this Contract is suspended or terminated, Contractor must complete within the Director's suspension or termination date contain within the notice of suspension or termination, those items of work which are in various stages of completion, which the Director has advised the Contractor are necessary to bring the work to a timely, logical, and orderly

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end. Reports, samples, and other materials prepared by Contractor under this Contract must be delivered to County upon request and must 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 will be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor must 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 must 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 will 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 must 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 will 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 will be entitled to pursue those same remedies against Contractor as it could pursue in the event of default by Contractor.
2. Contractor must immediately report any attempt by a County officer or employee to solicit such improper consideration. The report must 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 will 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 will 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, must 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 will 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 will 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 must cooperate with Public Works' forces engaged in any other activities at the jobsite. Contractor must carry out all work in a diligent manner and according to instructions of the Director.

C. Cooperation and Collateral Work

Contractor must 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, must 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 will be deemed to be a gratuitous effort by Contractor, and Contractor must have no claim against County.

F. Jobsite Safety

Contractor must 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 must provide at its expense all safeguards, safety devices, and protective equipment and must take any and all actions appropriate to providing a safe jobsite.

G. Labor

No person will 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 must be reassigned immediately and not again employed on Public Works' projects or providing services.

H. Labor Law Compliance

Contractor, its agents, and employees will be bound by and must 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 must 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, will be permitted only as authorized by and in accordance with Labor Code, Section 1815 et seq.

J. Permits/Licenses

Contractor must 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 must:

- 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 must 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 must 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 will 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 must 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 must be executed by experienced and well-trained workers. All work must be under supervision of a well-qualified supervisor. Contractor also agrees that work must be furnished in a professional manner and according to these Specifications.

O. Quantities of Work

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

Q. Storage of Materials and Equipment

Contractor must 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 must comply with all applicable laws and regulations. Contractor must maintain work area in a neat, orderly, clean, and safe manner. Contractor must 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 must be responsible for the security of any and all of Public Works/County facilities in its care. Contractor must provide protection against vandalism and accidental and malicious damage, both during working and nonworking hours.

T. 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 must 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 must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
2. Contractor must 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 will 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 must 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 must indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Appointed Officers, Agents, Employees, and Volunteers ("County Indemnitees"), 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 and/or relating to this Contract except for loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees. This indemnification also must 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

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(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 must 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 must 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, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.
 - a. Renewal Certificates must 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 must 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 must match the name of the Contractor identified as the contracting party in this

Contract. Certificates must 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), must be construed as a waiver of any of the Required Insurance provisions.

d. Certificates and copies of any required endorsements must 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 must 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 must 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 must 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 must 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 must 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

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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 must provide County with, or Contractor's insurance policies shall contain a provision that County must 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 must 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 must 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 must 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 Must Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, must be primary with respect to all other sources of coverage available to Contractor. Any County-maintained insurance or self-insurance coverage must 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 must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
9. Subcontractor Insurance Coverage Requirements: Contractor must include all Subcontractors as insureds under Contractor's own policies, or must provide County with each Subcontractor's separate evidence of

insurance coverage. Contractor must be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and must 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 must 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 must 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 must 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 must precede the effective date of this Contract. Contractor understands and agrees it must 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 must 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 must 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 must 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 must 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 must 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. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must 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 must be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board will prepare a tentative proposed decision, which must contain a recommendation

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regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and Public Works must 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 will be presented to the Board. The Board will 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 will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will 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 will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. Contractor Hearing Board will present its proposed decision and recommendation to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

E. Subcontractors of Contractor

These terms must 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 must 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 will 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 must have and adhere to a written policy that provides that its Employees must 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 must also be subject to the provisions of this Section. The provisions of this Section must be inserted into any such Subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor must have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor must 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 must 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.

B. Notice to Employees Regarding the Safely Surrendered Baby Law

Contractor must notify and provide to its employees, and must 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 available on the Internet at www.babysafela.org.

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 must 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 must be subject to the provisions of this Section. The provisions of this Section must be inserted into any such Subcontract and a copy of the Living Wage Program must 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 must 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 must have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. Contractor must 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.

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In either event, Contractor must immediately be required to commence paying the living wage and must 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 must 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" must 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 will 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 will 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 must submit to County certified monitoring reports at a frequency instructed by County. The certified monitoring reports must list all of Contractor's Employees during the reporting period. The certified monitoring reports must also verify the number of hours worked and the hourly wage rate paid for each of its Employees. All certified monitoring reports must 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 must promptly provide such information. Contractor, through one of its officers, must 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 must 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 will 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 must place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's Employees are working. Contractor must also distribute County-provided notices to each of its Employees at least once per year. Contractor must 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 will 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 will 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.

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- 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 will 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 must 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 must 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 must immediately provide a copy of the new staffing plan to County.

I. Contractor Retaliation Prohibited

Contractor and/or its Employees must 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 must 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 must demonstrate to the satisfaction of County that Contractor is complying with this requirement.

K. Neutrality in Labor Relations

Contractor must 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 must 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.

L. Employee Retention Rights

1. Contractor must offer employment to all retention employees who are qualified for such jobs. A "retention employee" is an individual who:
 - a. Is not an exempt employee under the minimum wage and maximum hour exemptions defined in the Federal Fair Labor Standards Act.
 - b. Has been employed by a Contractor under a predecessor Proposition A Contract or a predecessor cafeteria services Contract with County for at least six months prior to the date of this new Contract, which predecessor Contract was terminated by County prior to its expiration.
 - c. Is or will be terminated from his or her employment as a result of County entering into this new Contract.
2. Contractor is not required to hire a retention employee who:
 - a. Has been convicted of a crime related to the job or his or her performance; or
 - b. Fails to meet any other County requirement for employees of a Contractor.

Contractor must not terminate a retention employee for the first 90 days of employment under this Contract, except for cause. Thereafter, Contractor may retain a retention employee on the same terms and conditions as Contractor's other employees.

SECTION 10

SOCIAL ENTERPRISE PREFERENCE PROGRAM

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

Contractor must 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 must 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 must:

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 will 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 must 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 must 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, must:
 - 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 must 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 must 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 must 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, must:
 - 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 will 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, will 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 will 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. 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 County Department of 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 must comply with the requirements of Section 1812 of the Labor Code. The Contractor must 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

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The Contractor must comply with the provisions of Section 1773.2 of the Labor Code. The Contractor must 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

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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."

D. Certified Payroll Records

The Contractor must 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.



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2021)

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 Certificate.

Note: You are encouraged to notify each employee whose wages for 2021 are less than \$57,414 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, 2022.

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. Or you can go to 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 Forms 1040 and 1040-SR.

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2021 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 2021 and owes no tax but is eligible for a credit of \$800, he or she must file a 2021 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



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.

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

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, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCIA 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.



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 will 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
A. SCOPE OF WORK				
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. REPORTS/DOCUMENTATIONS				
1. Special Reports	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	
C. EMPLOYEES				
1. Contractor's Employee Criminal Background Investigation	As applicable, prior to the start of the contract and continuation of the contract, the contractor must certify all employees who are in a designated sensitive	\$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	

*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 will 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
	<p>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 are not certified must be immediately removed.</p>			
2. Staffing	<p>Staffing levels are equal or exceed contract requirements.</p>	<p>\$50 per occurrence.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p>	
3. Maintain Knowledge of Safety Requirements	<p>Understands the standards for safe practices related to the work.</p>	<p>\$50 per employee, per occurrence.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p>	
D. SUPERVISOR/MANAGERS				
1. Change in Project Manager	<p>Contractor must notify the County in writing of any change in name or address of the Project Manager.</p>	<p>\$50 per occurrence.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p>	
2. Respond to Complaints, Requests, and Discrepancies.	<p>Respond within the time frame outlined in the Contract.</p>	<p>\$50 per complaint not responded to within the time frame outlined in the specifications.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p>	

*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 will 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
3. Competent Supervisory Staff	Responsiveness to complaints and requests, maintain good work records, and acceptable level of service.	\$50 per day; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. 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	
5. Project Safety Official	Project Safety Official who must be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices.	\$100 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6. Supervisors speak, read, write, and understand English	On-site supervisor can communicate in English with County Contract Manager.	\$50 per day for use of non-English-speaking supervisor; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
E. CONTRACT ADMINISTRATION				
1. Insurance Certifications	Certifications submitted before implementation of contract and on a timely basis thereafter.	\$100 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. License and Certification	All license and certifications required to perform the work, if any.	\$100 per day; possible suspension; possible termination for default of contract.	<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 will 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
3. Assignment and Delegation	Contractor must 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	
4. Safety Requirements	Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA).	\$200 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.

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*	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
	Sun	Mon	Tues	Wed	Thur	Fri	Sat
Date	_____	_____	_____	_____	_____	_____	_____

DEPARTMENT USE ONLY

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

Spadaro Enterprises, Inc.

42612 8th Street West
Lancaster, CA 93534
661-940-1914

Melissa Keyes, CEO/President
Proposer for

County of Los Angeles
Department of Public Works

WATER TRUCK
SERVICES FOR NORTH
COUNTY GROUPS
(BRC0000430)

10/28/2023

Table of Contents Water Truck Services for North County Groups (BRC0000430)

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 - Statement by Domestic Stock Corporation
 - Statement of Information
5. Experience
6. Work Plan
7. Quality Assurance Program
 - a. Policies and Procedures – Quality control procedures
 - b. Inspection Fundamentals – Form samples
 - Daily Vehicle Inspection DVIR Form CHP Monthly Vehicle Inspection Form
 - c. Quality Control Documentation, Review, and Reporting
8. Equipment
9. Subcontractors
 - Subcontractors are not allowed for this service.
10. Financial Resources
 - Financial statements 2019, 2020, 2021
11. Licenses and Certifications
 - Copies of the Employees State of California A, B CDL License with Tank endorsement TN or N
12. Insurance
 - Affirmation, acknowledging that the Proposer will comply with all Insurance provisions
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PW-4 Contractor's Industrial Safety Record

PW-5 Request for Preference Consideration

PW-6 Proposer's Reference List

PW-7 Proposer's Equal Employment Opportunity Certification

PW-8 [This Form Intentionally Left Blank]

PW-9 Proposer's Debarment History and List of Terminated Contracts

PW-10 Community Business Enterprise (CBE) Information

PW-11 Solicitation Requirements Review Request

PW-12 Proposer's Pending Litigations and Judgments

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Declaration for Water Truck Services for North County Groups (BRC0000430)

LIVING WAGE FORMS

LW-8 Staffing Plan and Cost Methodology

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LW-9 Wage and Hour Record Keeping for Living Wage Contracts

3.

LETTER OF TRANSMITTAL

Statement of

Understanding;

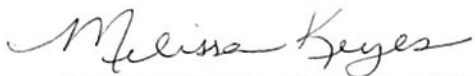
To provide Water Truck Service for BRC0000430 in support of Department of Public works Road Maintenance operations for LA County DPW Group A Yards 523, 526, 551 and Group B DPW yards 555, 557, 558 within the mapped North LA County boundaries Services include but not limited to Dust Control, Drain cleaning, Cleaning road rights of ways, dust abatement and fire watch during weed abatement, dirt compaction and water truck tender services.

Authorized individual(s) to make representations:

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

generaloffice@spadaroinc.com

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



Melissa Keyes, President/CEO
Spadaro Enterprises, Inc.

Date: 10/28/2023

4. SUPPORT DOCUMENTS FOR CORPORATIONS

Certificate of Good Standing (attached)
Statement of Domestic Stock Corporation (attached)
Statement of Information 11.05.23 (attached)

<i>Initial Filing Date</i>	10/23/2001
<i>Status</i>	Active
<i>Standing - SOS</i>	Good
<i>Standing - FTB</i>	Good
<i>Standing - Agent</i>	Good
<i>Standing - VCFCF</i>	Good
<i>Formed In</i>	CALIFORNIA
<i>Entity Type</i>	Stock Corporation - CA - General
<i>Principal Address</i>	42612 8TH STREET WEST LANCASTER, CA 93534
<i>Mailing Address</i>	42612 8TH STREET WEST LANCASTER, CA 93534
<i>Statement of Info Due Date</i>	10/31/2024
<i>Agent</i>	Individual MELISSA KEYES 42612 8TH STREET WEST LANCASTER, CA 93534



Secretary of State Certificate of Status

I, SHIRLEY N. WEBER, PH.D., California Secretary of State, hereby certify:

Entity Name: SPADARO ENTERPRISES, INC.
Entity No.:
Registration Date: 10/23/2001
Entity Type: Stock Corporation - CA - General
Formed In: CALIFORNIA
Status: Active

The above referenced entity is active on the Secretary of State's records and is authorized to exercise all its powers, rights and privileges in California.

This certificate relates to the status of the entity on the Secretary of State's records as of the date of this certificate and does not reflect documents that are pending review or other events that may impact status.

No information is available from this office regarding the financial condition, status of licenses, if any, 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 November 05, 2023.

SHIRLEY N. WEBER, PH.D.
Secretary of State

Certificate No.: 157020314

To verify the issuance of this Certificate, use the Certificate No. above with the Secretary of State Certification Verification Search available at bizfileOnline.sos.ca.gov.



157020314

B2233-3137 11/05/2023 7:25 PM Received by California Secretary of State



STATE OF CALIFORNIA
Office of the Secretary of State
BUSINESS ENTITIES ORDERS

California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 653-3516

Entity Details	
Entity Name	SPADARO ENTERPRISES, INC.
Entity No.	
Registration Date	10/23/2001
Entity Type	Stock Corporation - CA - General
Formed In	CALIFORNIA
Entity Status	Active
Request Type	
Request Type	Certificate Of Status



BA20231695562

B2233-3070 11/05/2023 7:17 PM Received by California Secretary of State



STATE OF CALIFORNIA
Office of the Secretary of State
STATEMENT OF INFORMATION
CORPORATION

California Secretary of State
 1500 11th Street
 Sacramento, California 95814
 (916) 653-3516

For Office Use Only
-FILED-
 File No.: BA20231695562
 Date Filed: 11/5/2023

Entity Details			
Corporation Name	SPADARO ENTERPRISES, INC.		
Entity No.			
Formed In	CALIFORNIA		
Street Address of Principal Office of Corporation			
Principal Address	42612 8TH STREET WEST LANCASTER, CA 93534		
Mailing Address of Corporation			
Mailing Address	42612 8TH STREET WEST LANCASTER, CA 93534		
Attention			
Street Address of California Office of Corporation			
Street Address of California Office	42612 8TH STREET WEST LANCASTER, CA 93534		
Officers			
Officer Name	Officer Address	Position(s)	
MELISSA KEYES	42612 8TH STREET WEST LANCASTER, CA 93534	Chief Executive Officer, Secretary, Chief Financial Officer	
Additional Officers			
Officer Name	Officer Address	Position	Stated Position
None Entered			
Directors			
Director Name	Director Address		
MELISSA KEYES	42612 8TH STREET WEST LANCASTER, CA 93534		
The number of vacancies on Board of Directors is: 0			
Agent for Service of Process			
Agent Name	MELISSA KEYES		
Agent Address	42612 8TH STREET WEST LANCASTER, CA 93534		
Type of Business			
Type of Business	WATER TRUCKING STREET SWEEPING LIMO TRANSPORT		
Email Notifications			
Opt-in Email Notifications	Yes, I opt-in to receive entity notifications via email.		
Labor Judgment			
No Officer or Director of this Corporation has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.			

Electronic Signature

By signing, I affirm that the information herein is true and correct and that I am authorized by California law to sign.

Melissa Keyes

11/05/2023

Signature

Date

5.1 EXPERIENCE

Background:

With over 28 years of experience in the Antelope Valley, our company has established itself as a trusted provider of water truck services. Our extensive experience and solid track record make us the current contractor for Water Truck Service to Los Angeles County DPW since 2009, with an impeccable 14-year incident-free history.

We are proud to have a strong presence in North LA County, providing five full-time water trucks for a range of services. These include compaction, dust control, fire watch for weed abatement, and flushing storm drains for DPW road operations. Our operations span across multiple yards in Castaic, Mint, Quartz Hill, Littlerock, and Lake LA.

In addition to our work with Los Angeles County DPW, our expertise extends to partnering with General Contractors on new and repair highway construction projects, commercial developments, and military bases. We have built a solid reputation throughout Southern California, working with contractors in Los Angeles, Kern, and San Bernardino Counties.

Our commitment to excellence has led us to establish long-standing relationships with various developers and contractors who continuously rely on our services. Many of our clients have been with us for two decades, and we currently service 20 job sites in the Antelope Valley and Santa Clarita area.

Some of the notable builders we are proud to be currently working with include KB Homes, Lennar Homes, Pacific Communities, Beazer Homes, K Hovnanian, and Oakridge Landscape.

When you choose our company, you can expect professionalism, a wealth of experience, and dedication to delivering exceptional results. Our team is committed to meeting and exceeding your expectations, and we look forward to continuing to fulfill your water truck service needs with efficiency and reliability.

5.2 EXPERIENCE

ORGANIZATION:

SPADARO ENTERPRISES, INC. ORGANIZATIONAL CHART:

Melissa Keyes, CEO/President

Brian Keyes, Director of Operations

John Wood Site Supervisor

Jim Spadaro Quality Assurance

Susan Steelman, Accounts Manager Payroll

Nick Stasinis Mechanic

Operators:

Group A

Leonard Hurst

Robert Walker

Ezra Jimenez

Group B

DeAndre Rutherford

Nelson Alvarado

Jeffrey Logan

Alternate/Rover Drivers:

Keith Kayser

James Despain

5.3 EXPERIENCE

Spadaro Enterprises, Inc. Established 1989 Incorporated 2001

- CA Office of Small Business Certification
- Los Angeles County Certified Local SBE WMBE
- State of California DIR Prevailing wage –
- Suppliers Clearinghouse WMBE Certificate

Minimum Mandatory Requirements

Spadaro Enterprises Inc

22 years in Business providing Water truck services
Current DPW Water truck Contract Holder since 2009 14 years
LA County Water Truck experience incident free for 14 years

Melissa Keyes President CEO has 20 years experience exceeds the minimum mandatory requirement of three years experience

Brian Keyes, Operations Director has 25 years' experience exceeds the minimum mandatory requirement of three years

Jim Spadaro Quality Assurance 28 years Spadaro Enterprises and 45 years overall construction experience

Susan Steelman Payroll LWO reporting 37 years office manager 10 years certified payroll experience

John Wood Site Supervisor 23 years experience exceeds the minimum mandatory requirement of three years

Nick Stasinis Mechanic 18 years Truck and Heavy equipment repair

All Water Truck Operators exceed the minimum requirement of Three years experience performing all aspects of Water Trucking

Group A

- Robert Walker 25 Yrs Exp 12 yrs at LA County DPW 523
- Leonard Hurst 25 Yrs Exp 3 yrs at LA County DPW 526
- Ezra Jimenez 15 Yrs Exp 3 yrs at LA County DPW 551

Group B

- DeAndre Rutherford 25 yrs exp 12 yrs at LA County DPW 558
- Jeffrey Logan 24 Yrs Exp 9 yrs at LA County DPW 551
- Nelson Alvarado 20 years Water Truck Experience

Alternates

- James Despain 35 years Water truck Experience
- Keith Kayser 28 years Water Truck Experience

Contractor Information

Legal Entity Name
SPADARO ENTERPRISES, INC.
Legal Entity Type
Corporation
Status
Active
Registration Number

Registration effective date
7/1/2023
Registration expiration date
6/30/2026

Mailing Address
42612 8TH STREET, WEST LANCASTER 93534 CA United States of A...

Physical Address
42612 8TH STREET, WEST LANCASTER 93534 CA United States of A...

Email Address

Trade Name/DBA
S&S SWEEPING & WATER TRUCKS
License Number(s)

Registration History

Effective Date	Expiration Date
6/26/2018	6/30/2019
6/8/2017	6/30/2018
5/19/2016	6/30/2017
12/18/2015	6/30/2016
7/1/2019	6/30/2020
7/1/2020	6/30/2023
7/1/2023	6/30/2026

Legal Entity Information

Corporation Number:
Federal Employment Identification Number:

President Name: Melissa Keyes
Vice President Name: Melissa Keyes
Treasurer Name: Melissa Keyes
Secretary Name: Melissa Keyes
CEO Name: Melissa Keyes

Agent of Service Name: Melissa Keyes
Agent of Service Mailing Address: 42612 8th Street, West Lancaster 93534 CA United States of America

5.5 EXPERIENCE

Roles/Resumes, Principal

Melissa Keyes, CEO/President
42612 8th St. West
Lancaster, Ca 93534
661.609.9533

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 12/2024

Skills:

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

5.6 EXPERIENCE

Roles/Resumes, Manager Employees

Brian Keyes,
Director of Operations & Safety Manager
42612 8th St West
Lancaster, Ca 93534
661.645.6059

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. Coordinating Employees and Vehicle operations

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,

2013 to 2017 Self Employed Business Operations Consultant Training Safety

2011-2012 Lifestream
Director Recruitment Scheduling Operations Vehicle mobile and fixed base operations

1997 - 2011
American Red Cross Blood Services Pomona CA
Associate Director Oversight of 160 employees and Daily Operations 15 fixed locations and 36 mobile operations

Education: LAC /USC 1996 Los Angeles CA

5.7 EXPERIENCE

Roles/Resumes, Manager Employees

James R. Spadaro, Quality Assurance Director/Safety Manager

Employment History:

May 1, 2017 to Pres Quality Assurance Spadaro Enterprises Inc

October 1990 – May 1, 2017

Owner/President of S&S Sweeping, Incorporated in 2001 to Spadaro Enterprises, Inc. 28 years experience

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, Geneses 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 CEO 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

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

Susan Steelman

Employment History:

12/2011 to Present	Spadaro Enterprises, Inc., Lancaster, CA Office Manager
3/2005 to 12/2011	Spadaro Enterprises, Inc, 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 payroll reports with Los Angeles County Water Truck Contract(s). 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-18.1)
Roles/Resumes, Manager Employees

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

661-400-8576

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

Site Supervisor; 24 years' experience managing employees, in house and out
in the field.

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

5.10 EXPERIENCE

Additional information

Staff Water Truck Operators Information

Group A

Robert Walker – CA DL – Class A End: TN, Water Truck Driver. Currently, working the Los Angeles County – DPW location Mint Canyon 523 and various other DPW locations for over 12 years . 25 years Water Truck and Heavy equipment operator experience.

Leonard Hurst CA DL · Class AM1 End: TN. Water Truck Driver. 25 years Water Truck and Heavy equipment operator experience. Currently Water Truck Operator working the Los Angeles County DPW Castaic location 526 location for last 3 years

Ezra Jimenez- Class B End: PSN Water Truck Driver 15 years Water Truck, CDL operator experience. Currently Operating a water truck at the Los Angeles County DPW Quartz Hill 551 for 3 years

Group B

DeAndre Rutherford – CA DL · Class A End: TN, Water Truck Driver. Currently, working the Los Angeles County – DPW location 558 Little Rock over 12 years. 25 years Water Truck experience.

Jeffrey Logan – CA DL - Class A End: TN. Water Truck Driver. 24 years Water Truck operator experience. Currently Water Truck Operator working the Los Angeles County DPW location 555 location 9 years

Nelson Alvarado – CA DL – Class A End: TN, Water Truck Driver. Performs various water truck jobs Antelope Valley locations. Has 20 years Water Truck operator experience.

Alternate

Keith Kayser – CA DL · Class A 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 28 years Water truck and Street sweeper driver experience.

Alternate

James Despain – CA DL – Class A End: TN, Water Truck Driver. Currently working various Water Truck jobs and is an alternate for Los Angeles County Department of Public Works DPW locations. He has 35+ years Water truck driver and Heavy equipment operator 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 BRC0000430 shall be in effect.

These wages shall reflect the standard Teamster's Classification (Journeyman), 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, \$70.46/hour
- Overtime (daily 1.5 x rate) 8.0 to 12.0 hours per day, \$91.725/hour
- Saturday (1.5 x rate) up to 8.0 hours per day, \$91.725/hour
- Sunday/Holiday (2 x rate) up to 8.0 hours per day, \$111.07/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.

Determination letter attached July 1 2024 \$3.30 raise shall be effective

Water Truck Operators "Staffing Plan" (included).

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

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 On site Supervisor and effective at managing vehicles 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.

Nick Stasinis is our on site Vehicle Mechanic taking care of our maintenance and repairs and documenting monthly vehicle inspections

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 for that month of service.

All Vehicles are equipped with on board GPS DVR drive cameras by Samsara. Video is front and rear driver facing.

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.

Entity Type:	CARRIER		
Operating Status:	ACTIVE	Out of Service Date:	None
Legal Name:	SPADARO ENTERPRISES INC		
DBA Name:	DESERT STAR LIMOUSINE		
Physical Address:	42612 8TH ST W LANCASTER, CA 93534		
Phone:	(661) 940-1914		
Mailing Address:	42612 8TH ST W LANCASTER, CA 93534		
USDOT Number:	2734420	State Carrier ID Number:	
MC/MX/FF Number(s):		DUNS Number:	12-977-2641
Power Units:	7	Drivers:	5
MCS-150 Form Date:	07/13/2022	MCS-150 Mileage (Year):	10,000 (2022)
Operation Classification:			
<input checked="" type="checkbox"/> Auth. For Hire	<input type="checkbox"/> Priv. Pass.(Non-business)	<input type="checkbox"/> State Gov't	
<input type="checkbox"/> Exempt For Hire	<input type="checkbox"/> Migrant	<input type="checkbox"/> Local Gov't	
<input type="checkbox"/> Private(Property)	<input type="checkbox"/> U.S. Mail	<input type="checkbox"/> Indian Nation	
<input checked="" type="checkbox"/> Priv. Pass. (Business)	<input type="checkbox"/> Fed. Gov't		
Carrier Operation:			
<input type="checkbox"/> Interstate	<input type="checkbox"/> Intrastate Only (HM)	<input checked="" type="checkbox"/> Intrastate Only (Non-HM)	
Cargo Carried:			
<input type="checkbox"/> General Freight	<input type="checkbox"/> Liquids/Gases	<input type="checkbox"/> Chemicals	
<input type="checkbox"/> Household Goods	<input type="checkbox"/> Intermodal Cont.	<input type="checkbox"/> Commodities Dry Bulk	
<input type="checkbox"/> Metal: sheets, coils, rolls	<input checked="" type="checkbox"/> Passengers	<input type="checkbox"/> Refrigerated Food	
<input type="checkbox"/> Motor Vehicles	<input type="checkbox"/> Oilfield Equipment	<input type="checkbox"/> Beverages	
<input type="checkbox"/> Drive/Tow away	<input type="checkbox"/> Livestock	<input type="checkbox"/> Paper Products	
<input type="checkbox"/> Logs, Poles, Beams, Lumber	<input type="checkbox"/> Grain, Feed, Hay	<input type="checkbox"/> Utilities	
<input type="checkbox"/> Building Materials	<input type="checkbox"/> Coal/Coke	<input type="checkbox"/> Agricultural/Farm Supplies	
<input type="checkbox"/> Mobile Homes	<input type="checkbox"/> Meat	<input type="checkbox"/> Construction	
<input type="checkbox"/> Machinery, Large Objects	<input type="checkbox"/> Garbage/Refuse	<input type="checkbox"/> Water Well	
<input type="checkbox"/> Fresh Produce	<input type="checkbox"/> US Mail		

ID/Operations | Inspections/Crashes In US | Inspections/Crashes In Canada | Safety Rating

US Inspection results for 24 months prior to: 11/06/2023

Total Inspections: 6
Total IEP Inspections: 0

Note: Total inspections may be less than the sum of vehicle, driver, and hazmat inspections. Go to [Inspections Help](#) for further information.

Inspections:

Inspection Type	Vehicle	Driver	Hazmat	IEP
Inspections	6	0	0	0
Out of Service	0	0	0	0
Out of Service %	0%	%	%	0%
Nat'l Average % as of DATE 10/27/2023*	22.26%	6.67%	4.44%	N/A

*OOS rates calculated based on the most recent 24 months of inspection data per the latest monthly SAFER Snapshot.

Crashes reported to FMCSA by states for 24 months prior to: 11/06/2023

Note: Crashes listed represent a motor carrier's involvement in reportable crashes, without any determination as to responsibility.

Crashes:

Type	Fatal	Injury	Tow	Total
Crashes	0	0	0	0

ID/Operations | Inspections/Crashes In US | Inspections/Crashes In Canada | Safety Rating**Canadian Inspection results for 24 months prior to: 11/06/2023**

Total inspections: 0

Note: Total inspections may be less than the sum of vehicle and driver inspections. Go to [Inspections Help](#) for further information.

Inspections:

Inspection Type	Vehicle	Driver
Inspections	0	0
Out of Service	0	0
Out of Service %	0%	0%

Crashes results for 24 months prior to: 11/06/2023

Note: Crashes listed represent a motor carrier's involvement in reportable crashes, without any determination as to responsibility.

Crashes:

Type	Fatal	Injury	Tow	Total
Crashes	0	0	0	0

ID/Operations | Inspections/Crashes In US | Inspections/Crashes In Canada | Safety Rating

MAINTENANCE & SAFETY INSPECTION

CHP 108A (Rev. 7-05) OPI 062

* Inspection of these items meet the minimum requirements of 34505 CVC

YEAR	MAKE	LICENSE NUMBER	UNIT NUMBER	JAN		FEB		MAR		APR		MAY		JUN		JUL		AUG		SEP		OCT		NOV		DEC		
				MILEAGE	OK DEF	MILEAGE	OK DEF	MILEAGE	OK DEF	MILEAGE	OK DEF	MILEAGE	OK DEF	MILEAGE	OK DEF	MILEAGE	OK DEF	MILEAGE	OK DEF	MILEAGE	OK DEF	MILEAGE	OK DEF	MILEAGE	OK DEF	MILEAGE	OK DEF	MILEAGE
1.	Fire extinguisher, first aid kit, and reflective warning devices																											
2.	Horn, defroster, gauges, odometer, and speedometer																											
3.	Driver seat, passenger seats, padding, interior, and floor condition																											
4.	Windshield wipers, windows, mirrors, and supports																											
5.	All interior and exterior lights, signals, reflectors																											
6.	Electrical wiring-condition and protection																											
7.	Batteries-water level, terminals, and cables																											
8.	Warning devices-air, oil, temperature, exit, and/or vacuum																											
9.	Heaters, defrosters, switches, and vents																											
10.	Doors, exterior, paint, and marking																											
11.	Radiator and water hoses-coolant level, condition, and/or leaks																											
12.	Belts-compressor, fan, water, and/or alternator																											
13.	Air hoses and tubing-leaks, condition, and/or protection																											
14.	Fuel system-tank, hoses, tubing, and/or pump-leaks																											
15.	Exhaust system, manifolds, piping, muffler-leaks and/or condition																											
16.	Engine-mounting, excessive grease and/or oil																											
17.	Clutch adjustment-free play																											
18.	Air filter, throttle linkage																											
19.	Starting and charging system																											
20.	Hydraulic brake system-adjustment, components, and/or condition																											
21.	Hydraulic master cylinder-level, leaks, and/or condition																											
22.	Hoses and tubing-condition, protection																											
23.	Air brake system-adjustment, compartments, and/or condition																											
24.	1 minute air or vacuum loss test																											
25.	Air compressor governor-cut in and cut out pressure (85-130)																											
26.	Primary air tank-drain and test function of check valve																											
27.	Other air tanks-drain and check for contamination																											
28.	Tires-tread depth, inflation, condition																											
29.	Wheels, lug nuts, and studs-cracks, looseness, and/or condition																											
30.	Parking brake-able to hold the vehicle																											
31.	Emergency stopping system-labeled, operative																											
32.	Brakes do not release after complete loss of service air																											
33.	Steering system-mounting, free lash and components																											
34.	Steering arms, drag links, and/or the rod ends																											
35.	Suspension system-springs, shackles, u-bolts, and/or torque rods																											
36.	Frame and cross members-cracks and/or condition																											
37.	Drive shaft, universal joints, and/or guards																											
38.	Transmission and differential-mounting, leaks, and/or condition																											
39.	Wheel seals-leaks and/or condition																											
40.	Under carriage-clean and secure																											

SIGNATURES OF INSPECTORS

JANUARY INSPECTION	FEBRUARY INSPECTION	MARCH INSPECTION	APRIL INSPECTION
DATE	DATE	DATE	DATE
MAY INSPECTION	JUNE INSPECTION	JULY INSPECTION	AUGUST INSPECTION
DATE	DATE	DATE	DATE
SEPTEMBER INSPECTION	OCTOBER INSPECTION	NOVEMBER INSPECTION	DECEMBER INSPECTION
DATE	DATE	DATE	DATE

yes
 section
 trailer or
 roadway-
 carrier
 motor
 modal
 e driver
 icle is in
 vehicle
 36.11(a)
 tige that
 there is
 itis have
 jitement
 a towed
 vehicle

DRIVER'S VEHICLE INSPECTION REPORT

AS REQUIRED BY THE D.O.T. FEDERAL MOTOR CARRIER SAFETY REGULATIONS

CARRIER: _____

ADDRESS: _____

DATE: _____ TIME: _____ A.M. _____ P.M.
CHECK ANY DEFECTIVE ITEM AND GIVE DETAILS UNDER "REMARKS"

TRACTOR/
 TRUCK NO. _____ ODOMETER READING _____

- | | | |
|---|---------------------------------------|--|
| <input type="checkbox"/> Air Compressor | <input type="checkbox"/> Front Axle | <input type="checkbox"/> Safety Equipment |
| <input type="checkbox"/> Air Lines | <input type="checkbox"/> Fuel Tanks | Fire Extinguisher |
| <input type="checkbox"/> Battery | <input type="checkbox"/> Horn | Flags/Flares/Fusees |
| <input type="checkbox"/> Belts and Hoses | <input type="checkbox"/> Lights | Reflective Triangles |
| <input type="checkbox"/> Body | Head/Stop | Spare Bulbs and Fuses |
| <input type="checkbox"/> Brake Accessories | Tail/Dash | Spare Seal Beam |
| <input type="checkbox"/> Brakes, Parking | Turn Indicators | <input type="checkbox"/> Starter |
| <input type="checkbox"/> Brakes, Service | Clearance/Marker | <input type="checkbox"/> Steering |
| <input type="checkbox"/> Clutch | <input type="checkbox"/> Mirrors | <input type="checkbox"/> Suspension System |
| <input type="checkbox"/> Coupling Devices | <input type="checkbox"/> Muffler | <input type="checkbox"/> Tire Chains |
| <input type="checkbox"/> Defroster/Heater | <input type="checkbox"/> Oil Pressure | <input type="checkbox"/> Tires |
| <input type="checkbox"/> Drive Line | <input type="checkbox"/> Radiator | <input type="checkbox"/> Transmission |
| <input type="checkbox"/> Engine | <input type="checkbox"/> Rear End | <input type="checkbox"/> Trip Recorder |
| <input type="checkbox"/> Exhaust | <input type="checkbox"/> Reflectors | <input type="checkbox"/> Wheels and Rims |
| <input type="checkbox"/> Fifth Wheel | | <input type="checkbox"/> Windows |
| <input type="checkbox"/> Fluid Levels | | <input type="checkbox"/> Windshield Wipers |
| <input type="checkbox"/> Frame and Assembly | | <input type="checkbox"/> Other |

TRAILER(S) NO.(S) _____

- | | | |
|--|---|--|
| <input type="checkbox"/> Brake Connections | <input type="checkbox"/> Hitch | <input type="checkbox"/> Suspension System |
| <input type="checkbox"/> Brakes | <input type="checkbox"/> Landing Gear | <input type="checkbox"/> Tarpaulin |
| <input type="checkbox"/> Coupling Devices | <input type="checkbox"/> Lights - All | <input type="checkbox"/> Tires |
| <input type="checkbox"/> Coupling (King) Pin | <input type="checkbox"/> Reflectors/Reflective Tape | <input type="checkbox"/> Wheels and Rims |
| <input type="checkbox"/> Doors | <input type="checkbox"/> Roof | <input type="checkbox"/> Other |

Remarks: _____

CONDITION OF THE ABOVE VEHICLE IS SATISFACTORY

DRIVER'S SIGNATURE: _____

ABOVE DEFECTS CORRECTED

ABOVE DEFECTS NEED NOT BE CORRECTED FOR SAFE OPERATION OF VEHICLE

MECHANIC'S SIGNATURE: _____ DATE: _____

DRIVER'S SIGNATURE: _____ DATE: _____

ORIGINAL

8. EQUIPMENT (PW-20)

Vehicle List

Just Purchased Two Trucks, New 2021 Peterbilt and a 2017 Freightliner Truck 48 and 49 awaiting DMV paperwork. Invoice and Insurance card attached

Affirmation of Compliance: All Trucks

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
8. Quick connect fittings and interchangeable spray nozzles

All of the 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 0246231 is displayed on each vehicle both right- and left-hand side.

All CHP BIT Terminal inspections have passed as Satisfactory
Federal DOT Safer rating attached

YEAR	Trk #	MAKE/MODEL	VIN:
2001	39	Peterbilt	
2008	40	Sterling	
2008	42	Int'l CAT I	
2008	43	Int'l Cummings	
2008	44	Int'l CAT II	
2009	45	International	
2015	46	Freightliner	
2015	47	Freightliner	
2017	48	Freightliner	
2021	49	Perterbilt	

FOLD TOP AND BOTTOM OF CARD ON PERFORATION

State Farm CALIFORNIA INSURANCE CARD

State Farm Mutual Automobile Insurance Company
 PO Box 2368 Bloomington IL 61702-2368
 INSURED SPADARO ENTERPRISES INC
 42612 8TH ST W
 LANCASTER CA 93534-7104

MUTL VOL

POLICY NUMBER 694 6232-D27-75L EFFECTIVE
 YR 2001 MAKE PETERBILT AUG 02 2022 TO OCT 27 2023
 MODEL 330 VIN
 AGENT TONY FREEMAN ADJ-E-ACE
 PHONE (909)942-6464

COVERAGE PROVIDED BY THE POLICY MEETS THE MINIMUM LIABILITY LIMITS
 PRESCRIBED BY LAW, AND IS A COMMERCIAL OR FLEET VEHICLE.
 COVERAGES A C U I
 SEE REVERSE SIDE FOR AN EXPLANATION.

0101-ST-4-U-9082

#39

08798/08775

141665.2 01-12-2018 (o1pcca1c)

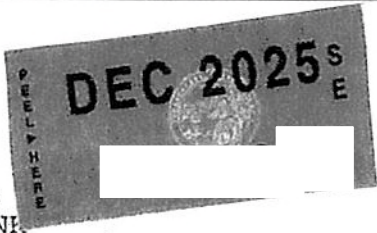
KEEP A CARD
 SUBMIT THIS CARD, OR A PHOTOCOPY OF THIS CARD
 KEEP YOUR CURRENT CARD UNTIL

*** IDENTIFICATION CARD ***

MAKE PTRB SPECIAL VEHICLE

BODY TYPE MODEL MO TYPE VEHICLE USE
 WATRTA BJ WATER TANK

DATE ISSUED CC/ALCO DT FEE RECVD PIC
 10/27/20 19 10/27/20 1



EXPIRES: 12/31/2025

TYPE LIC
 E2

VEHICLE ID NUMBER

PR EXP DATE: 12/31/2020

REGISTERED OWNER
 SPADARO ENTERPRISE INC
 42612 8TH ST W

AMOUNT PAID
 \$ 27.00

LANCASTER CA 93534

AMOUNT DUE \$ 27.00

AMOUNT RECVD
 CASH :
 CHCK : 27.00
 CRDT :

SELLER'S SIGNATURE _____

DATE SOLD ____/____/____

CARRY THIS DOCUMENT OR
 A COPY WHEN
 OPERATING THIS VEHICLE

IDENTIFICATION CARD

EXPIRES: 12/31/2025

MAKE
STERL SPECIAL VEHICLE
BODY TYPE MODEL NO TYPE VEHICLE USE
WATRTA BJ WATER TANK
DATE ISSUED CC/ALCO DT FEE RECVD PIC
10/27/20 19 10/27/20 1

TYPE VEH: 09Z
TYPE LIC: E2
LICENSE NUMBER: SE615760
VEHICLE ID NUMBER

PR EXP DATE: 12/31/2020

REGISTERED OWNER
SPADARO ENT INC
42612 8TH ST WEST

AMOUNT PAID
\$ 27.00

AMOUNT DUE \$ 27.00
AMOUNT RECVD
CASH :
CHCK : 27.00
CRDT :

LANCASTER CA 93534

440

CARRY THIS DOCUMENT OR
A COPY WHEN
OPERATING THIS VEHICLE

SELLER'S SIGNATURE _____

DATE SOLD ___/___/___

H00 595 DN 0002700 0021 CS H00 102720 E2 SE615760 436

TL: E2 LIC#: SE615760 VIN: 436 FC: S

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

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

IF THIS VEHICLE IS DESTROYED OR THE NOTICE BELOW. THE BUYER PERSON, YOU MUST COMPLETE WITHIN TEN DAYS AFTER THE VEHICLE. (SEC. 5017)

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

PURCHASER'S NAME _____ (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

IMPORTANT - IDENTIFICATION STATE

FOLD TOP AND BOTTOM OF CARD ON PERFORATION



CALIFORNIA INSURANCE CARD

State Farm Mutual Automobile Insurance Company
PO Box 2368 Bloomington IL 61702-2368
INSURED SPADARO ENTERPRISES INC DBA
S&S SWEEPING AND WATER TRUCKS
42612 8TH ST W
LANCASTER CA 93534-7104

MUTL VOL

POLICY NUMBER 686 8797-D09-75J EFFECTIVE
YR 2008 MAKE INTL AUG 02 2023 TO OCT 09 2024

MODEL 7600
AGENT TONY FREEMAN z01E-ACE
PHONE (909)942-6464

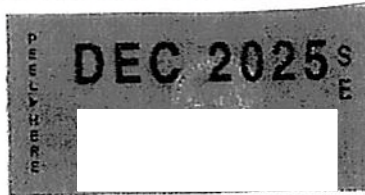
COVERAGE PROVIDED BY THE POLICER AND IS A COMMERCIAL OR FLEET VEHICLE.
MINIMUM LIABILITY LIMITS
PRESCRIBED BY LAW, AND IS A COMMERCIAL OR FLEET VEHICLE.
COVERAGES A C U UT
SEE REVERSE SIDE FOR AN EXPLANATION.

0101-ST-4-U-80082

KEEP A CAR
SUBMIT THIS CARD, OR A PHOTOCOPY OF THIS CARD
KEEP YOUR CURRENT CARD UNTIL

08800/08777

141666.2 01-12-2018 (01pcca1c)



Water Truck #42

IDENTIFICATION CARD

EXPIRES: 12/31/2025

MAKE INTL SPECIAL VEHICLE TYPE VEH 09Z TYPE LIC E2 LICENSE NUMBER SE523074
BODY TYPE MODEL MO TYPE VEHICLE USE
WATRTA BK WATER TANK
DATE ISSUED CC/ALCO DT FEE RECVD PIC
11/24/20 19 11/24/20 1

PR EXP DATE: 12/31/20

REGISTERED OWNER
SPADARO ENTERPRISES INC
42612 8TH ST WEST

AMOUNT PAID
\$ 27.00

LANCASTER
CA 93534

AMOUNT DUE AMOUNT RECVD
\$ 27.00 CASH :
CHCK :
CRDT :

SELLER'S SIGNATURE _____
DATE SOLD ___/___/___

CARRY THIS DOCUMENT OR
A COPY WHEN
OPERATING THIS VEHICLE

H00 595 DN 0002700 0008 CM H00 112420 E2 SE523074 21

IMPORTANT - IDENTIFICATION CARD
STATE FARM

FOLD TOP AND BOTTOM OF CARD ON PERFORATION



CALIFORNIA
INSURANCE CARD

State Farm Mutual Automobile Insurance Company
PO Box 2368 Bloomington IL 61702-2368
INSURED SPADARO ENTERPRISES INC DBA S&S SWEEPING AND WATER TRUCKS
42612 8TH ST W LANCASTER CA 93534-7104
MUTL VOL

POLICY NUMBER 686 8794-D09-75L EFFECTIVE
YR 2008 MAKE INTL AUG 02 2023 TO OCT 09 2024
MODEL 7600
AGENT TONY FREEMAN 201E-ACE
PHONE (909)942-8464
COVERAGES PROVIDED BY THE POLY AND IS A COMMERCIAL OR FLEET VEHICLE.
COVERAGES A C U T NIMUM LIABILITY LIMITS
SEE REVERSE SIDE FOR AN EXPLANATION.

IDENTIFICATION CARD

MAKE INTL SPECIAL VEHICLE
BODY TYPE MODEL MO TYPE VEHICLE USE
WATRTA BK WATER TANK
DATE INSURD CC/ALCO DT FEE RECVD RIC
11/24/20 19 11/24/20 1

REGISTERED OWNER
SPADARO ENTERPRISES INC
42612 8TH ST WEST

LANCASTER CA 93534



Water Truck #43
EXPIRES: 12/31/2025
TYPE LIC E2 LICENSE NUMBER SE523075

PR EXP DATE: 12/31/2020
AMOUNT PAID \$ 27.00

AMOUNT DUE \$ 27.00 CASH :
CHCK :
CRDT :

SELLER'S SIGNATURE _____
DATE SOLD ___/___/___

CARRY THIS DOCUMENT OR A COPY WHEN OPERATING THIS VEHICLE

FOLD TOP AND BOTTOM OF CARD ON PERFORATION



CALIFORNIA INSURANCE CARD

State Farm Mutual Automobile Insurance Company
PO Box 2368 Bloomington IL 61702-2368
INSURED SPADARO ENTERPRISES INC DBA
S&S SWEEPING AND WATER TRUCKS
42612 8TH ST W
LANCASTER CA 93534-7104

MUTL
VOL

POLICY NUMBER 686 8795-D09-75L EFFECTIVE
YR 2008 MAKE INTL AUG 02 2023 TO OCT 09 2024

MODEL 7600
AGENT TONY FREEMAN HE-ACE
PHONE (909)942-6464

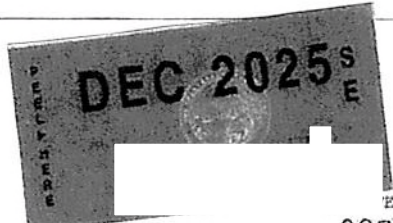
COVERAGE PROVIDED BY THE POLICY MEETS THE MINIMUM LIABILITY LIMITS
PRESCRIBED BY LAW, AND IS A COMMERCIAL OR FLEET VEHICLE.
COVERAGES A C U I
SEE REVERSE SIDE FOR AN EXPLANATION.

0101-ST-4-U-8082

KEEP A CARD
SUBMIT THIS CARD, OR A PHOTOCOPY OF THIS CA
KEEP YOUR CURRENT CARD UNTIL

08072/08039

141665.2 01-12-2018 (o1pcca1c)



Water Truck 44

*** IDENTIFICATION CARD ***

MAKE INTL SPECIAL VEHICLE

08Z

EXPIRES: 12/31/2025
TYPE LIC E1 LICENSE NUMBER SE523077

BODY TYPE MODEL MO TYPE VEHICLE USE
FARMTR BK FARM TRAILER
DATE ISSUED CC/AI/CO DT. FEE RECVD PIC
11/24/20 19 11/24/20 1

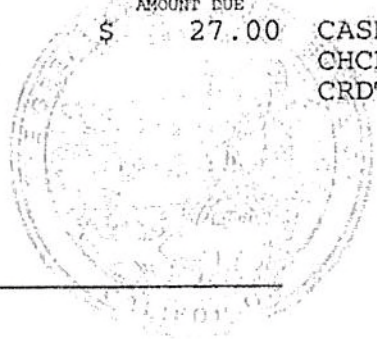
PR EXP DATE: 12/31/2020

REGISTERED OWNER
SPADARO ENTERPRISES
42612 8TH ST WEST

AMOUNT PAID
\$ 27.00

LANCASTER
CA 93534

AMOUNT DUE \$ 27.00 CASH :
CHCK :
CRDT :



CARRY THIS DOCUMENT OR
A COPY WHEN
OPERATING THIS VEHICLE

SELLER'S SIGNATURE _____
DATE SOLD ___/___/___

H00 595 DN 0002700 0010 CM H00 112420 E1 SE523077 216

TIFICATION CARDS

MUTL VOL

FARM®

FOLD TOP AND BOTTOM OF CARD ON PERFORATION



CALIFORNIA INSURANCE CARD

State Farm Mutual Automobile Insurance Company
PO Box 2368 Bloomington IL 61702-2368

INSURED SPADARO ENTERPRISES INC DBA
S&S SWEEPING AND WATER TRUCKS
42612 8TH ST W
LANCASTER CA 93534-7104

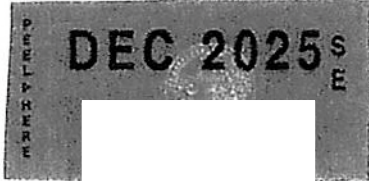
MUTL
VOL

10.T.# 45

POLICY NUMBER 686 8793-D09-75J EFFECTIVE
YR 2009 MAKE INTL AUG 09 2009 TO OCT 09 2024
MODEL 7500 VI
AGENT TONY FREEMAN 2D1E-ACE
PHONE (909)942-6464
COVERAGE PROVIDED BY THE POLICY MEETS THE MINIMUM LIABILITY LIMITS
PRESCRIBED BY LAW, AND IS A COMMERCIAL OR FLEET VEHICLE.
COVERAGES A C U T
SEE REVERSE SIDE FOR AN EXPLANATION.

IN YOUR CAR.
RD, WITH YOUR VEHICLE REGISTRATION RENEWAL.
THE EFFECTIVE DATE OF THIS CARD.

M 91799-1-B
Non PI



10.T.#
45

IDENTIFICATION CARD

NAME	TYPE VEH	TYPE LIC	LICENSE NUMBER
INTL SPECIAL VEHICLE	09Z	E2	SE666813
BODY TYPE MODEL	MO	TYPE VEHICLE USE	
WATRTA	BJ	WATER TANK	
DATE ISSUED	CC/ALCO	DT FEE RECVD	PC
10/27/20	19	10/27/20	1

PR EXP DATE: 12/31/202

REGISTERED OWNER
SPADARO ENTERPRISES INC
42612 8TH ST WEST

AMOUNT PAID
\$ 27.00

LANCASTER
CA 93534

AMOUNT DUE \$ 27.00
AMOUNT RECVD
CASH :
CHCK : 27.00
CRDT :

SELLER'S
SIGNATURE _____

DATE SOLD ___/___/___

CARRY THIS DOCUMENT OR
A COPY WHEN
OPERATING THIS VEHICLE

H00 595 DN 0002700 0018 CS H00 102720 E2 SE666813 524

TL: E2 LIC#: SE666813 VIN: 524 FC: S

NOTIFICATION CARDS

MUTL VOL

THE FARM®

FOLD TOP AND BOTTOM OF CARD ON PERFORATION

State Farm



CALIFORNIA INSURANCE CARD

State Farm Mutual Automobile Insurance Company
 PO Box 2368 Bloomington IL 61702-2368
 INSURED SPADARO ENTERPRISES INC DBA
 S&S SWEEPING AND WATER TRUCKS
 42612 8TH ST W
 LANCASTER CA 93534-7104

MUTL VOL

POLICY NUMBER 686 8791-D09-75L EFFECTIVE
 YR 2015 MAKE FREIGHTLNR AUG 02 2023 TO OCT 09 2024
 MODEL M2 106
 AGENT TONY FREEMAN E-ACE
 PHONE (909)942-6464
 COVERAGE PROVIDED BY THE POLICY MEETS THE MINIMUM LIABILITY LIMITS
 PRESCRIBED BY LAW, AND IS A COMMERCIAL OR FLEET VEHICLE.
 COVERAGES A C D1000 G1000 U U1
 SEE REVERSE SIDE FOR AN EXPLANATION.

RD IN YOUR CAR.
 CARD, WITH YOUR VEHICLE REGISTRATION RENEWAL.
 IL THE EFFECTIVE DATE OF THIS CARD.

MI 91854-1-B Non PI

WT #46

MAKE	YR MODEL	YR 1ST SOLD	VLF CLASS	TYPE VEH	TYPE LIC	LICENSE NUMBER
FRHT				03Z	E6	SE688839
BODY TYPE MODEL	MP	MO				
SPCON	D	CK				
TYPE VEHICLE/VESSEL USE	DATE ISSUED	CC/ALCO	DT FEE RECVD	PIC		
CONSTR EQUIP	11/03/21	19	11/03/21	0		

SPADARO ENTERPRISES
 R 42612 8TH ST WEST
 /
 O
 LANCASTER
 CA 93534

AMOUNT PAID \$ 55.00

AMOUNT DUE \$ 55.00

AMOUNT RECVD

CASH :
 CHCK :
 CRDT : 55.00

PR EXP DATE: 12/31/2020

SPECIAL VEHICLE

L / O

595 CM 0005500 0024 CS 110321 SE688839 371

FOLD TOP AND BOTTOM OF CARD ON PERFORATION



CALIFORNIA INSURANCE CARD

State Farm Mutual Automobile Insurance Company
PO Box 2368 Bloomington IL 61702-2368
INSURED SPADARO ENTERPRISES INC DBA
S&S SWEEPING AND WATER TRUCKS
42612 8TH ST W
LANCASTER CA 93534-7104

MUTL VOL

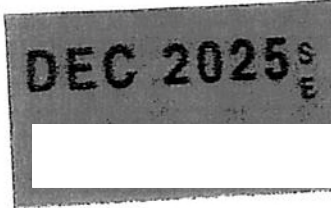
POLICY NUMBER 686 8790-D09-75L EFFECTIVE
YR 2015 MAKE FREIGHTLNR AUG 02 2023 TO OCT 09 2024
MODEL M2 106
AGENT TONY FREEMAN E-ACE
PHONE (909)942-6464
COVERAGE PROVIDED BY THE POLICY MEETS THE MINIMUM LIABILITY LIMITS
PRESCRIBED BY LAW, AND IS A COMMERCIAL OR FLEET VEHICLE.
COVERAGES A C D1000 G1000 U U1
SEE REVERSE SIDE FOR AN EXPLANATION.

0101-ST-4-U-8092

KEEP A CAR
SUBMIT THIS CARD, OR A PHOTOCOPY OF THIS CARD
KEEP YOUR CURRENT CARD UNTIL

08070/08037

141665.2 01-12-2018 (olpcca)lc



INT #47

IDENTIFICATION CARD

MAKE FRHT SPECIAL VEHICLE
BODY TYPE MODEL MO TYPE VEHICLE USE
SPCON CK CONSTR EQUIP
DATE ISSUED CC/ALCO DT FEE RECVD PIC
11/15/21 19 11/03/21 1

TYPE VEH 03Z

EXPIRES: 12/31/2025
TYPE LIC E6 LICENSE NUMBER SE739015
VEHICLE ID NUMBER

REGISTERED OWNER
SPADARO ENTERPRISES INC
42612 8TH ST WEST

PR EXP DATE: 12/31/20
AMOUNT PAID
\$ 28.00

LANCASTER CA 93534

AMOUNT DUE \$ 28.00
AMOUNT RECVD
CASH :
CHCK :
CRDT :

SELLER'S SIGNATURE _____

CARRY THIS DOCUMENT OR A COPY WHEN OPERATING THIS VEHICLE

DATE SOLD ___/___/___

INVOICE



Auction number:
Auction date:

#

Ritchie Bros Auctioneers (America) Inc
4000 Pine Lake Road
Lincoln, NE, USA 68516
Tel: 1 (402) 421-3631 Fax: 1 (402) 421-1738
www.rbauction.com

Sold to: SPADARO ENTERPRISES INC.
42612 8TH ST W
LANCASTER, CA USA 93534

Auction Event: Las Vegas, NV, USA
10500 Clark Petersen Blvd
Las Vegas, NV USA 89165
Tel: 1 (702) 644-2468 Fax: 1 (702) 644-2375

Buyer number:
Contact name: MELISSA KEYES
Customer number:
Tel: 1 (661) 940-1914 Fax:

Invoice in accordance with bidder registration agreement. Every item is sold "as is" and "where is" as per our Auction Terms of sale. Purchases must be paid in full within 7 days of the end of the auction. No removals until paid in full. Overdue accounts - interest charged per our Auction Terms of sale. Please pay from this invoice - we do not issue statements.

Auctioneers are not the principals in this sale but are acting solely as agents.

**** If the buyer intends to ship the item out of the United States, the buyer is responsible for compliance with U.S. export regulations, including making an automated export system or other filing with the U.S. government, and is to contact Ritchie Bros. to receive information needed for any such filing. ECCNs, where available, have been provided for each purchased item as shown above.**

TEMPORARY COMMERCIAL AUTO IDENTIFICATION CARD

State Farm®

Water Truck # 48

This card is invalid if the policy for which it was issued lapses or is terminated.

CALIFORNIA INSURANCE IDENTIFICATION CARD		State Farm
STATE FARM INSURANCE COMPANIES An authorized insurer has issued an insurance policy which complies with state law to:		
INSURED SPADARO ENTERPRISES INC		
CAR-YEAR/MAKE/VEHICLE IDENTIFICATION NUMBER		
2017	FREIGHTLINER M2 106	
Year	Make	
COMPANY State Farm Fire and Casualty Company		
POLICY NUMBER		
EFFECTIVE DATE	10/05/2023	EXPIRATION DATE 12/05/2023
AGENT TONY FREEMAN		
Important Notice about Identification Cards		
Because many states require evidence of insurance on demand, one copy of this form should be carried in the vehicle at all times. This card is invalid if the policy for which it was issued lapses or is terminated.		

State Farm	
If you have an accident:	You can file a claim or get roadside assistance by:
<ul style="list-style-type: none">• Notify the police immediately.• Don't admit fault or discuss the accident with anyone but State Farm or police.• Get contact information and license plate state/numbers of those involved.	<ul style="list-style-type: none">• Calling 800-SF-CLAIM (800-732-5246)• Notifying your agent• Going to statefarm.com®• Using the State Farm mobile app
TONY FREEMAN	
Agent	
16 N. CENTRAL AVE., UPLAND, CA 91786	
Address	
909-942-6464	
Phone number	
For coverage information, contact your agent, visit statefarm.com or the State Farm mobile app. Examine policy exclusions carefully. This form does not constitute any part of your insurance policy.	

Because many states require evidence of insurance on demand, one copy of this form should be carried in the vehicle at all times.

A toll free number is available for Emergency Road Service and is located on your insurance card.

TEMPORARY COMMERCIAL AUTO IDENTIFICATION CARD

State Farm®

Water Truck #409

This card is invalid if the policy for which it was issued lapses or is terminated.

CALIFORNIA INSURANCE IDENTIFICATION CARD		State Farm
STATE FARM INSURANCE COMPANIES An authorized insurer has issued an insurance policy which complies with state law to:		
INSURED SPADARO ENTERPRISES INC		
CAR-YEAR/MAKE/VEHICLE IDENTIFICATION NUMBER 2021 PETERBILT 348 Year Make		
COMPANY State Farm Fire and Casualty Company		
POLICY NUMBER		
EFFECTIVE DATE	10/05/2023	EXPIRATION DATE 12/05/2023
AGENT	TONY FREEMAN	
Important Notice about Identification Cards Because many states require evidence of insurance on demand, one copy of this form should be carried in the vehicle at all times. This card is invalid if the policy for which it was issued lapses or is terminated.		

State Farm	
If you have an accident: <ul style="list-style-type: none">• Notify the police immediately.• Don't admit fault or discuss the accident with anyone but State Farm or police.• Get contact information and license plate state/numbers of those involved.	You can file a claim or get roadside assistance by: <ul style="list-style-type: none">• Calling 800-SF-CLAIM (800-732-5246)• Notifying your agent• Going to statefarm.com®• Using the State Farm mobile app
TONY FREEMAN	
Agent	
16 N. CENTRAL AVE., UPLAND, CA 91786	
Address	
909-942-6464	
Phone number	
For coverage information, contact your agent, visit statefarm.com or the State Farm mobile app. Examine policy exclusions carefully. This form does not constitute any part of your insurance policy.	

Because many states require evidence of insurance on demand, one copy of this form should be carried in the vehicle at all times.

A toll free number is available for Emergency Road Service and is located on your insurance card.

9. SUBCONTRACTORS

Subcontractors will not be used.

10. FINANCIAL RESOURCES

Financial Statements (included)

- 2019 FY 10/01/2019 thru 9/30/2020
- 2020 FY 10/01/2020 thru 9/30/2021
- 2021 FY 10/01/2021 thru 9/30/2022

Financial Statements are omitted for confidentiality purposes

SPADARO ENTERPRISES, INC.
COMPILED FINANCIAL STATEMENTS
SEPTEMBER 30, 2019

BURKEY COX EVANS & BRADFORD
Accountancy Corporation
1058 West Avenue M-14, Suite B
Palmdale, CA 93551

SPADARO ENTERPRISES, INC.
COMPILED FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

BURKEY COX EVANS & BRADFORD
Accountancy Corporation
1058 West Avenue M-14, Suite B
Palmdale, CA 93551

SPADARO ENTERPRISES, INC.
COMPILED FINANCIAL STATEMENTS
SEPTEMBER 30, 2021

BURKEY COX EVANS & BRADFORD
Accountancy Corporation
1058 West Avenue M-14, Suite B
Palmdale, CA 93551

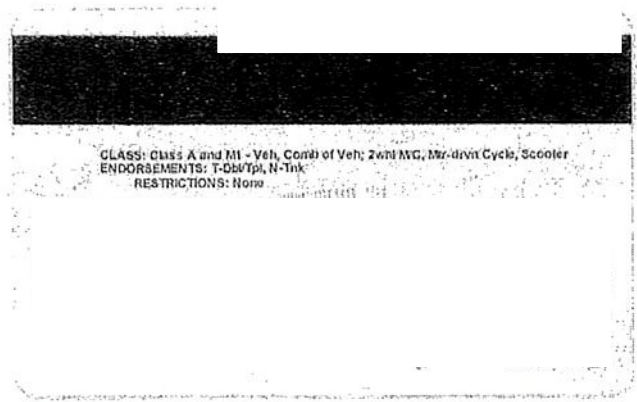
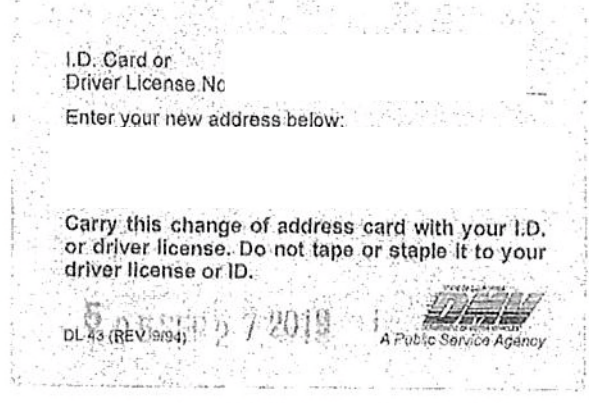
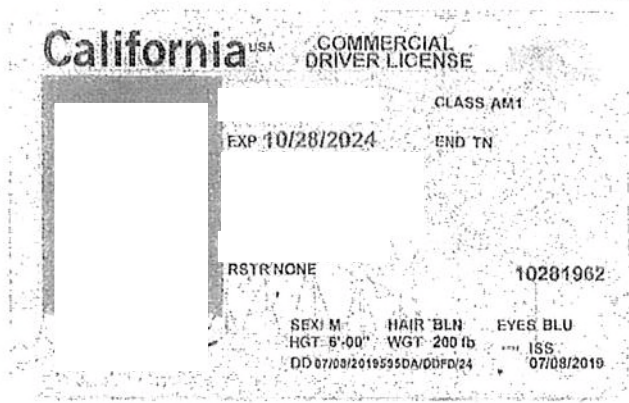
11. LICENSES AND CERTIFICATIONS

Valid State of California Department of Motor Vehicles Class A, B with Tank endorsements for Eight drivers included.

Group A

111

Robert Walker – CA DL – Class A End: TN, Water Truck Driver.
Currently, working the Los Angeles County – DPW location Mint Canyon 523
and various other DPW locations for over 12 years . 25 years Water Truck
and Heavy equipment operator experience.

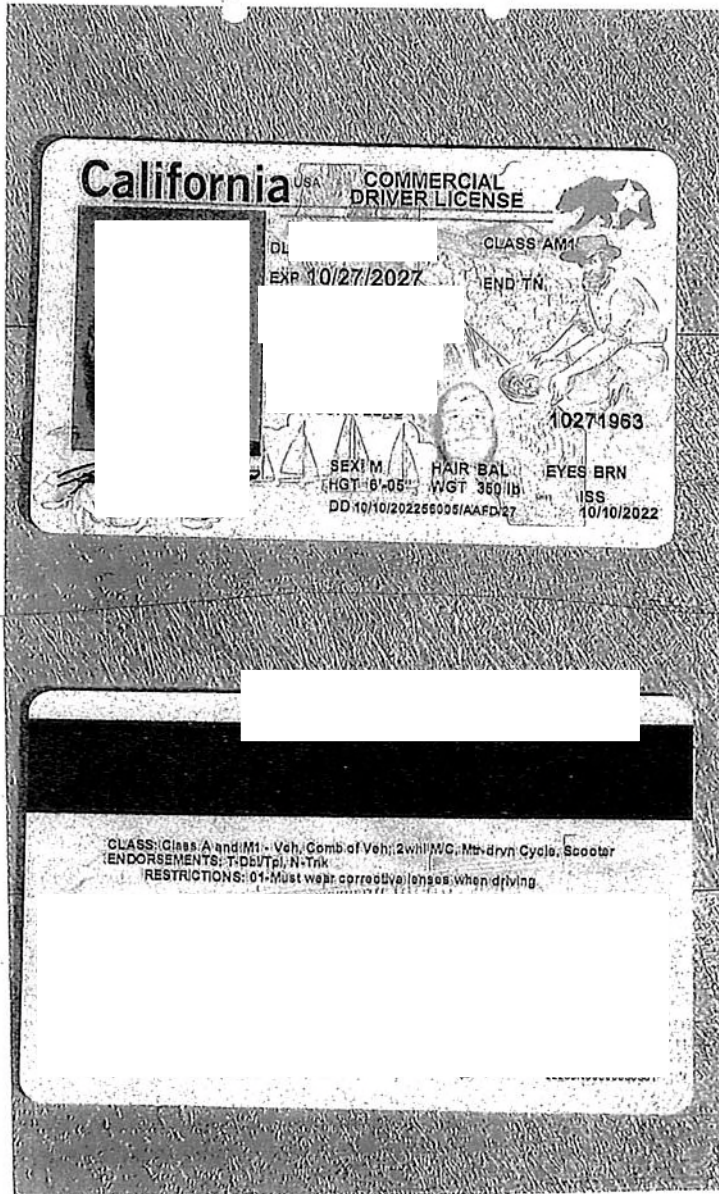


Staff Water Truck Operators Information

11.2

Group A

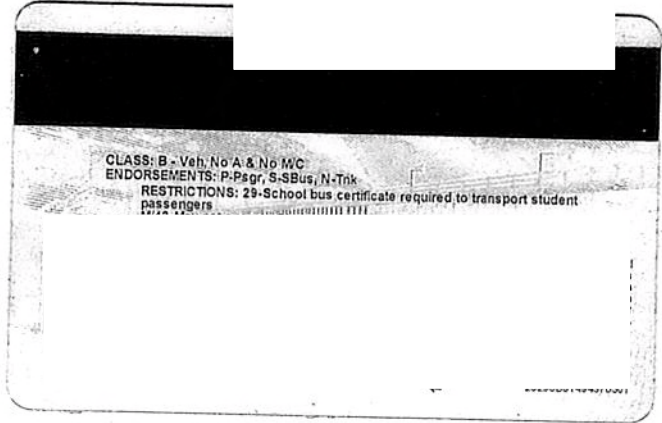
Leonard Hurst CA DL · Class AM1 End: TN. Water Truck Driver. 25 years Water Truck and Heavy equipment operator experience. Currently Water Truck Operator working the Los Angeles County DPW Castaic location 526 location for last 3 years



Staff Water Truck Operators Information

Group A

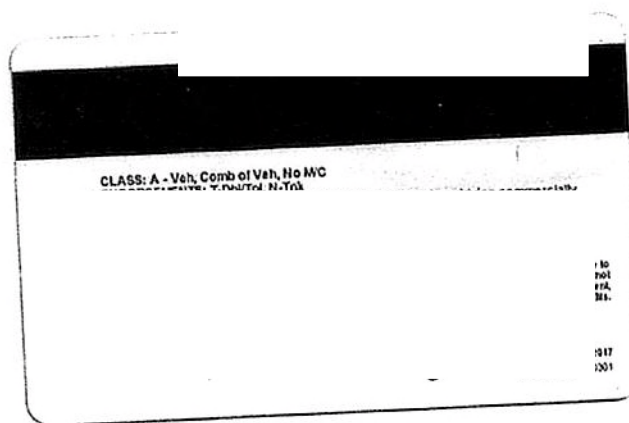
Ezra Jimenez- Class B End: PSN Water Truck Driver 15 years
Water Truck, CDL operator experience. Currently Operating a water truck at
the Los Angeles County DPW Quartz Hill 551 for 3 years



Staff Water Truck Operators Information

Group B

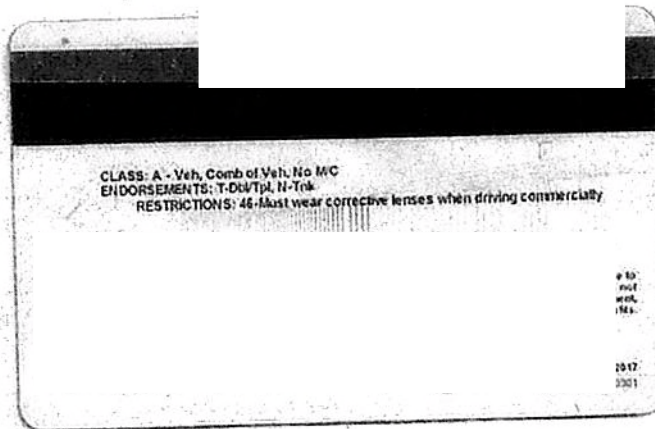
DeAndre Rutherford - CA DL - Class A End: TN, Water Truck Driver. Currently, working the Los Angeles County - DPW location 558 Little Rock over 12 years. 25 years Water Truck experience.



Staff Water Truck Operators Information

Group B

Jeffrey Logan - CA DL - Class A End: TN. Water Truck Driver. 24 years Water Truck operator experience. Currently Water Truck Operator working the Los Angeles County DPW location 555 location 9 years

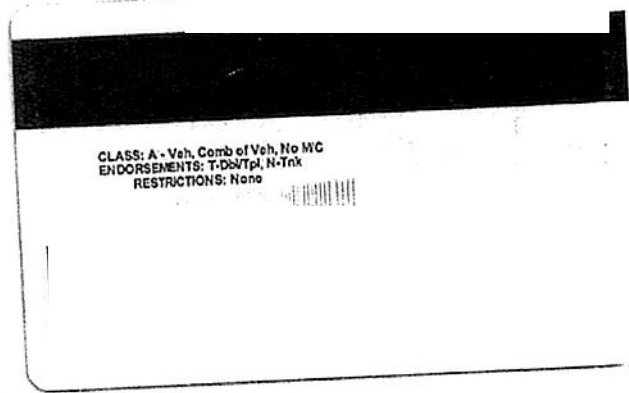


11.6

Staff Water Truck Operators Information

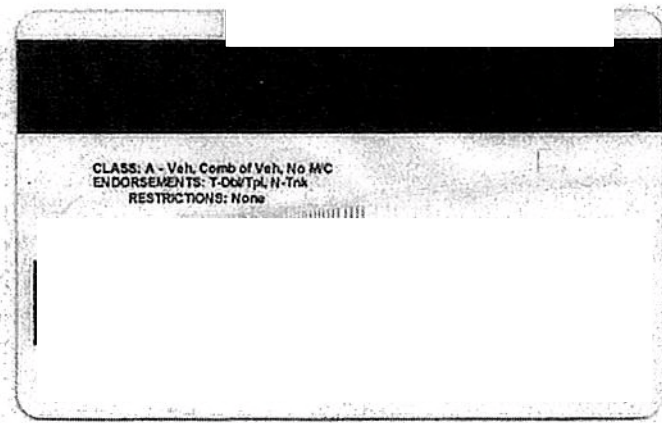
Group B

Nelson Alvarado - CA DL - Class A End: TN, Water Truck Driver.
Performs various water truck jobs Antelope Valley locations. Has 20 years
Water Truck operator experience.



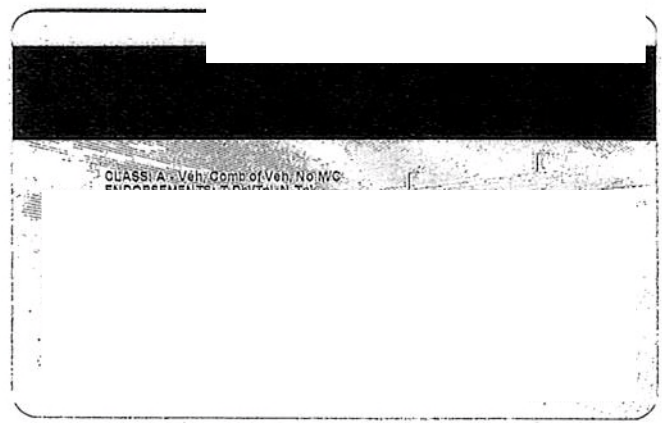
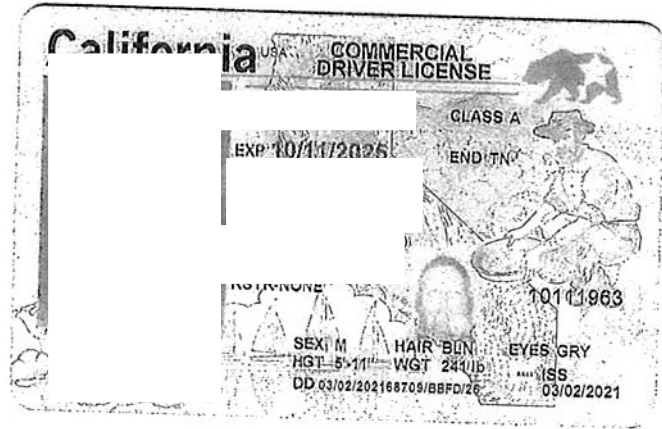
Alternate

James Despain - CA - Class A End: TN, Water Truck Driver. Currently working various Water Truck jobs and is an alternate for Los Angeles County Department of Public Works DPW locations. He has 35+ years Water truck driver and Heavy equipment operator experience.



Alternate

Keith Kayser - CA DL - Class A 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 28 years Water
truck and Street sweeper driver experience.



12. INSURANCE

Spadaro Enterprises will comply with all and provide Insurance Certification for Liability and Workman's Compensation with Waivers

Auto GL Workers comp and Umbrella attached



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/05/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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).

INSURED

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

INSURER C :

INSURER D :

INSURER E :

INSURER F :

Certificate of Liability Insurance omitted for confidentiality purposes.

CERTIFICATE HOLDER

Department of Public Works, Admin. Serv.
Attn: Ms. Amber Albert
P.O. Box 1460
Alhambra, CA 91802

CANCELLATION

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 REP

© 1988-2015 ACORD CORPORATION. All rights reserved.

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.

Vehicle maintenance records are kept and updated Monthly durring inspections.

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

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)

CITY OF LANCASTER

BUSINESS LICENSE CERTIFICATE

"For Services Provided in the City of Lancaster, California Only"

Business Name S + S SWEEPING
Business Location 42612 N 8Th Street West
Lancaster, Ca 93534
Business Owner(s) SPADARO ENTERPRISES INC



Business License Number
Effective Date September 01, 2023
Expiration Date August 31, 2024

Description SWEEPER AND WATER TRUCKS

BRIAN KEYES
S + S SWEEPING
42612 8TH ST W
LANCASTER, CA 93534-7104

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 fees. 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 is not transferable or assignable. License must be posted for inspection by public.

For all inquiries regarding this license, contact HdL Business License Division at 661-495-5100.

CITY OF PALMDALE

BUSINESS LICENSE

"For Services Provided in the City of Palmdale, California Only"

Business Name SPADARO ENTERPRISES INC
Business Location 42612 8TH ST W
LANCASTER, CA 93534-7104
Business Owner(s) SPADARO ENTERPRISES INC
SPADARO ENTERPRISES INC

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



2023

TO BE POSTED IN A CONSPICUOUS PLACE
AND
NOT TRANSFERABLE OR ASSIGNABLE.

License Description SALES/SERVICE - CORPORATION
License Number
Effective Date January 01, 2023
Expiration Date December 31, 2023

THIS BUSINESS LICENSE DOES NOT PERMIT A BUSINESS THAT IS OTHERWISE PROHIBITED.

For all inquiries regarding this license, contact HdL Business Support Center at (661) 247-8384.

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

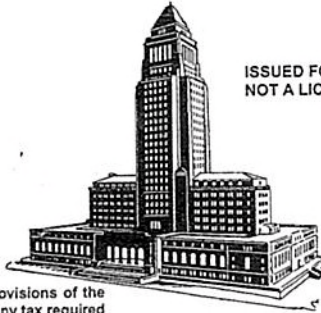
ISSUED: 5/7/2018

ACCOUNT NO.	FUND/CLASS	DESCRIPTION	STARTED	STATUS
		Professions / Occupations	4/1/2018	ACTIVE

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

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T
O

42612 8TH STREET W
LANCASTER, CA 93534-7104



ISSUED FOR TAX COMPLIANCE PURPOSES ONLY
NOT A LICENSE, PERMIT, OR LAND USE AUTHORIZATION

ISSUED BY:

Clare Bantels

DIRECTOR OF FINANCE

"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."

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

Certification Profile

State of California Certification



Certification ID:

Legal Business Name	Address
Spadaro Enterprises Inc	42612 8TH ST WEST
Doing Business As (DBA) Name1	LANCASTER
	CA 93534
Doing Business As (DBA) Name2	Email:
	generaloffice@spadaroinc.com (mailto:generaloffice@spadaroinc.com)
Office Phone Number	Total Number of Employees
(661) 940-1914	19
Business Fax Number	Business Types
	Service
Business Web Address	
Service Areas	
	Inyo , Kern , Los Angeles , San Bernardino , Ventura

11/5/23, 9:26 PM

Registrations

Contractor Information

Legal Entity Name
SPADARO ENTERPRISES, INC.
Legal Entity Type
Corporation
Status
Active
Registration Number

Registration effective date
07/01/23
Registration expiration date
06/30/26
Mailing Address
42612 8TH STREET, WEST LANCASTER 93534 CA U...
Physical Address
42612 8TH STREET, WEST LANCASTER 93534 CA U...
Email Address
spadaroaccts@gmail.com
Trade Name/DBA
S&S SWEEPING & WATER TRUCKS
License Number (s)

Registration History

Effective Date	Expiration Date
06/26/18	06/30/19
06/08/17	06/30/18
05/19/16	06/30/17
12/18/15	06/30/16
07/01/19	06/30/20
07/01/20	06/30/23
07/01/23	06/30/26

Legal Entity Information



LOS ANGELES COUNTY
CONSUMER & BUSINESS AFFAIRS

Board of Supervisors February 21, 2023

Hilda L. Solis
First District

Holly J. Mitchell
Second District

Lindsey P. Horvath
Third District

Janice Hahn
Fourth District

Kathryn Barger
Fifth District

Director
Rafael Carbajal

Chief of Staff
Joel Ayala

SUSAN STEELMAN
SPADARO ENTERPRISES INC
S&SSWEEPING 42612 8TH ST W
LANCASTER, CA 93534-4418

CBE I.D. #
Status: MBE/WBE

Dear SUSAN STEELMAN,

Congratulations! Your firm has been certified as an eligible participant in the County of Los Angeles Community Business Enterprise (CBE) Program with the designated participation status identified above. Your certification expires on February 28, 2025.

You will be included in the Los Angeles County CBE listing. The County's CBE listing is utilized by County departments, public agencies, private-sector prime and subcontractors to meet subcontracting goals. To request the most current CBE listing, email CBESBE@dcba.lacounty.gov.

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

For questions about this certification or to learn more about resources available to small businesses you can visit us online at DCBA.lacounty.gov, email us at OSB@dcba.lacounty.gov, or call us at (323) 881-3964.

Sincerely,

Rafael Carbajal
Director

Christian Olmos
Program Chief, Office of Small Business
RC:CO



dcba.lacounty.gov
info@dcba.lacounty.gov

320 W. Temple St., Room G-10, Los Angeles CA, 90012-2706
(213) 974-1452 • (800) 593-8222 • Fax: (213) 687-1137

All businesses are encouraged to provide voluntary diversity data information in their CaleProcure profiles. The data will help us shape policies and develop strategies to improve opportunities for all businesses to contract with the state.

Click [HERE \(https://fiscal.cdn.prismic.io/fiscal/394445b2-9d0e-40a3-b940-9315c3783793_Diversity+Data+Procedures+%28Registered%29+%281%29.pdf\)](https://fiscal.cdn.prismic.io/fiscal/394445b2-9d0e-40a3-b940-9315c3783793_Diversity+Data+Procedures+%28Registered%29+%281%29.pdf) for instructions. More information is available on the [Statewide Supplier Diversity Program \(https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Statewide-Supplier-Diversity-Program/Statewide-Supplier-Diversity-Program\)](https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Statewide-Supplier-Diversity-Program/Statewide-Supplier-Diversity-Program) page.

Certification Profile

State of California Certification



Certification ID:

Legal Business Name	Address
Spadaro Enterprises Inc	42612 8TH ST WEST
Doing Business As (DBA) Name1	LANCASTER
	CA 93534
Doing Business As (DBA) Name2	Email:
	generaloffice@spadaroinc.com (mailto:generaloffice@spadaroinc.com)
Office Phone Number	Total Number of Employees
(661) 940-1914	19
Business Fax Number	Business Types
	Service
Business Web Address	
Service Areas	
Inyo , Kern , Los Angeles , San Bernardino , Ventura	

[View Keywords](#)[View Classifications](#)[View Supplier Diversity Information](#)

Active Certifications

[More Help](#)

Certification Type	Status	From	To
SB(Micro)	Approved	03/29/2022	03/31/2024
SB-PW	Approved	03/29/2022	03/31/2024

Certification History

[More Help](#)

Certification Type	Application Date	Status	Status Date/Time	From	To
SB(Micro)	02/19/2019	Expired	03/01/22 12:45AM	02/22/2019	02/28/2022
SB-PW	02/19/2019	Expired	03/01/22 12:45AM	02/22/2019	02/28/2022
SB(Micro)	02/19/2019	Expired	03/01/21 12:45AM	02/22/2019	02/28/2021
SB-PW	02/19/2019	Expired	03/01/21 12:45AM	02/22/2019	02/28/2021
SB(Micro)	02/10/2017	Expired	02/28/19 11:59PM	02/10/2017	02/28/2019
SB(Micro)	02/08/2017	Cancelled	02/10/17 9:30AM		
SB(Micro)	04/18/2014	Expired	02/05/16 11:14AM	04/18/2014	02/10/2017

[Return to Search](#)[Print this Page](#)

Contractor Information

Legal Entity Name
SPADARO ENTERPRISES, INC.
Legal Entity Type
Corporation
Status
Active
Registration Number

Registration effective date
7/1/2023
Registration expiration date
6/30/2026

Mailing Address
42612 8TH STREET, WEST LANCASTER 93534 CA ...

Physical Address
42612 8TH STREET, WEST LANCASTER 93534 CA ...

Email Address
Trade Name/DBA
S&S SWEEPING & WATER TRUCKS
License Number(s)

Registration History

Effective Date	Expiration Date
6/26/2018	6/30/2019
6/8/2017	6/30/2018
5/19/2016	6/30/2017
12/18/2015	6/30/2016
7/1/2019	6/30/2020
7/1/2020	6/30/2023
7/1/2023	6/30/2026

Legal Entity Information

Corporation Number:
Federal Employment Identification Number:
President Name:
Melissa Keyes
Vice President Name:
Melissa Keyes
Treasurer Name:
Melissa Keyes
Secretary Name:
Melissa Keyes
CEO Name:
Melissa Keyes

Agent of Service Name:
Melissa Keyes
Agent of Service Mailing Address:
42612 8th Street, West Lancaster 93534 CA United States of America

**SUPPLIER CLEARINGHOUSE
CERTIFICATE OF ELIGIBILITY**



CERTIFICATION EXPIRATION DATE: July 13, 2026

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
Minority Business Enterprise (MBE)***

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.

VON:

DETERMINATION DATE: July 13, 2023

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:

Issue Date:

August 22, 2023

Expiration date of determination:

June 30, 2024** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

Localities:

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

PREDETERMINED INCREASE

CRAFT:

Teamster (All Shifts)

DETERMINATIONS:

LOCALITIES:

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

This predetermined increase for the above named craft applies only to the current determination for work being performed on public works projects with bid advertisement dates on or after September 1, 2023, until this determination is superseded by a new determination or a predetermined increase modification notice becomes effective.

When referencing our prevailing wage determinations, please note that if the prevailing wage rate determination which was in effect on the bid advertisement date of a project has a single asterisk (*) after the expiration date, the rate will be good for the life of the project. However, if a prevailing wage rate determination has double asterisks (**) after the expiration date, the rate must be updated on the following date to reflect the predetermined rate change(s).

TEAMSTER: Groups I-XI (All Shifts)

Determination is currently in effect and expires June 30, 2024**.

Effective July 1, 2024, there will be an increase of \$3.30 to be allocated to wages and/or employer payments.

Note: Subjourneymen (0-6000 hours) receive no predetermined increases.

There will be no further increases applicable to this determination.

Issued 8/22/2023, Effective 9/1/2023 until superseded.

This page will be updated when wage rate breakdown becomes available.

Last Updated: September 1, 2023

Equipment Rental Rate Approximation Result

This unofficial rental rate approximation is based on the input you provide and is not verified by Caltrans. For additional questions and clarification email: ental.rates@dot.ca.gov

17. Fuel Cost Adjustment

Spadaro Enterprises buys fuel at Market Price

PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

PROPOSER NAME: Spadaro Enterprises Inc	COUNTY WEBVEN NUMBER: 130335
ADDRESS: 42612 8th street west Lancaster CA 93534	
TELEPHONE NUMBER: 661 940-1914	E-MAIL: generaloffice@spadaroinc.com
INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER:	CALIFORNIA BUSINESS LICENSE NUMBER: C2400769

1	<p>Select the option that best defines your firm's business structure:</p> <p><input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company (LLC) <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Specify)</p>	<p>If Corporation or Limited Liability Company (LLC): Legal Name (as stated in Articles of Incorporation): Spadaro Enterprises Inc</p> <hr/> <p>State of Incorporation: California</p> <hr/> <p>Year of Incorporation: 2001</p> <hr/> <p>If Limited Partnership or a Sole Proprietorship: Name of proprietor or managing partner:</p> <hr/> <p>If other: Specify business structure name:</p> <hr/>
2	<p>Is your firm doing business under one or more DBA's?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Name: S & S Sweeping Desert Star Limousine</p> <hr/> <p>Country of Registration: Los Angeles</p> <hr/> <p>Year became DBA: 2001</p> <hr/>
3	<p>Is your firm wholly/majority owned by, or a subsidiary of another firm?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>If yes, indicate name of Parent Firm and State of Incorporation.</p> <p>Name of Parent Firm:</p> <hr/> <p>State of Incorporation or registration of parent firm:</p> <hr/>
4	<p>Has your firm done business under other names within last five (5) years?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>If yes, indicate any other names and the year of name change.</p> <p>Name(s):</p> <hr/> <hr/> <p>Year(s) of Name Change:</p> <hr/> <hr/>

5	<p>List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".</p>	<p>None</p> <hr/> <hr/> <hr/>
6	<p>Is your firm involved in any pending acquisition or mergers?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>If yes, please provide additional information regarding the pending merger.</p> <hr/> <hr/> <hr/> <hr/>
7	<p>List all names and contact information of all individuals legally authorized to commit the Proposer.</p>	<p>Name: <u>Melissa Keyes</u> Title: <u>President CEO</u> Phone: <u>661 940-1914</u> Email: <u>generaloffice@spadaroinc.com</u></p> <p>Name: _____ Title: _____ Phone: _____ Email: _____</p> <p>Name: _____ Title: _____ Phone: _____ Email: _____</p>

**SCHEDULE OF PRICES
FOR
WATER TRUCK SERVICES FOR NORTH COUNTY GROUPS (BRC0000430)**

PLEASE NOTE: The PW-2 forms to fill out and submit with your proposal may also be accessed electronically at: <http://pw.lacounty.gov/brcd/servicecontracts/>. Please complete, print, and sign your forms to be included with your proposal submission.

IMPORTANT: Each Group will be evaluated and awarded independently. Your proposal must clearly specify which Group(s) your firm is submitting a proposal(s) for.

1. The County intends to award two separate service Contracts to two separate Service Contract Groups; however, proposers are **not** required to submit proposals for **both** of the Service Contract Groups solicited through this RFP. Proposers only need to submit Proposals for the specific Service Contract Group(s) for which they intend to offer work. Each Service Contract Group contains its own estimated hours as reflected on each Schedule of Prices (PW-2 Forms) for each respective Service Contract Group. Proposers must indicate which Service Contract Group(s) they are submitting proposed prices for on this Form and submit completed proposed prices for the specific Group as identified by the corresponding Schedule of Prices forms.

2. In accordance with these specifications, the undersigned Proposer is herewith submitting the Proposal for the performance of the work described in the RFP, Exhibit A, Scope of Work.

SERVICE CONTRACT GROUP	SCHEDULE OF PRICES	SUBMITTED PROPOSAL
North County Group A	PW-2.1A to PW-2.6A	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
North County Group B	PW-2.1B to PW-2.6B	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

<small>LEGAL NAME OF PROPOSER</small> Spadaro Enterprises Inc		
<small>PROPOSER'S ADDRESS:</small> 42612 8th street west Lancaster CA 93534		
<small>E-MAIL</small> generaloffice@spadaroinc.com		
<small>PHONE</small> 661 940-1914	<small>MOBILE</small> 661 645-6059	<small>DATE</small> 05/01/2024

p:\brcdpub\service contracts\contract\amber\water truck\2023 rebid\rebid\05 award\award-nonaward letters\neogitaitons\04.2 schedule of prices cover sheet revised.docx

CERTIFICATION OF COMPLIANCE

Proposer certifies compliance with all programs, policies, and ordinances specified in exhibits listed below.

TITLE		REFERENCE	CERTIFICATIONS
1	Certification of No Conflict of Interest	<u>LACC 2.180</u>	Certifies Compliance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2	Familiarity with the County Lobbyist Ordinance Certification	<u>LACC 2.160</u>	Certifies Compliance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3	Zero Tolerance Policy on Human Trafficking Certification	<u>Motion</u>	Certifies Compliance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
4	Compliance with Fair Chance Employment Hiring Practices Certification	<u>Board Policy 5.250</u>	Certifies Compliance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
5	Charitable Contributions Certification Enter the California Registry of Charitable Trusts "CT" number and upload a copy of firm's 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 (if applicable) _____	<u>Board Policy 5.065</u>	Check the Certification below that is applicable to your company. <input checked="" type="checkbox"/> Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of 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 <input type="checkbox"/> Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed in this document 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.
6	Attestation of Willingness to Consider Gain/Grow Participants	<u>Board Policy 5.050</u>	Certifies Compliance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Willing to provide GAIN/GROW participants access to employee mentoring program? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A-program not available
7	Contractor Employee Jury Service Program Certification Form & Application for Exception	<u>LACC 2.203</u>	Certifies Compliance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, identify exemption: <input type="checkbox"/> My business does not meet the definition of "contractor," as defined in the Program. <input type="checkbox"/> My business is a small business as defined in the Program. <input type="checkbox"/> My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.
8	Certification of Compliance with the County's Defaulted Property Tax Reduction Program	<u>LACC 2.206</u>	Certifies Compliance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, identify exemption: _____

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: Water Truck Services for North County Groups(BRC0000430)
 SERVICE BY PROPOSER Spadaro Enterprises Inc
 PROPOSAL DATE: 10/20/2023

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

	2018	2019	2020	2021	2022	Total	Current Year to Date
1. Number of contracts.	5	5	5	5	7	2	7
2. Total dollar amount of Contracts (in thousands of dollars).	760,577	935,533	1,135,825	1,252,995	1,756,980	5,841,910	1,795,988
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

REQUEST FOR PREFERENCE CONSIDERATION

INSTRUCTIONS: Proposers requesting preference consideration must complete and include this form in their proposal. Proposers may request consideration for one or more preference programs. **In order to qualify for preference, firm must be certified by the County of Los Angeles Department of Consumer and Business Affairs (DCBA). Please reference your Certification Letter issued by DCBA to determine Federal/Non-Federal preference eligibility.**

<input type="checkbox"/> PREFERENCE NOT REQUESTED
--

OR

<input type="checkbox"/> PREFERENCE REQUESTED (SELECT ALL THAT APPLY)		
Preference Program		Reference
<input checked="" type="checkbox"/>	Request for Local Small Business Enterprise (LSBE) Program Preference <input checked="" type="checkbox"/> Certification for Non-Federally Funded County Solicitations <input checked="" type="checkbox"/> Certification for Federally Funded County Solicitations	<u>LACC 2.204</u>
<input type="checkbox"/>	Request for Social Enterprise (SE) Program Preference <input type="checkbox"/> Certification for Non-Federally Funded County Solicitations <input type="checkbox"/> Certification for Federally Funded County Solicitations	<u>LACC 2.205</u>
<input type="checkbox"/>	Request for Disabled Veterans Business Enterprise (DVBE) Program Preference	<u>LACC 2.211</u>

Note: In no instance shall any of the listed preference programs price or scoring be combined with any other County program to exceed fifteen percent (15%) or \$150,000 in response to any county solicitation.



LOS ANGELES COUNTY
CONSUMER & BUSINESS AFFAIRS

CONFIDENTIAL

Board of Supervisors

February 21, 2023

Hilda L. Solis
First District

SUSAN STEELMAN
SPADARO ENTERPRISES INC
S&SSWEEPING 42612 8TH ST W
LANCASTER, CA 93534-4418

CBE I.D. #
Status: MBE/WBE

Holly J. Mitchell
Second District

Lindsey P. Horvath
Third District

Dear SUSAN STEELMAN,

Janice Hahn
Fourth District

Kathryn Barger
Fifth District

Congratulations! Your firm has been certified as an eligible participant in the County of Los Angeles Community Business Enterprise (CBE) Program with the designated participation status identified above. Your certification expires on February 28, 2025.

Director
Rafael Carbajal

You will be included in the Los Angeles County CBE listing. The County's CBE listing is utilized by County departments, public agencies, private-sector prime and subcontractors to meet subcontracting goals. To request the most current CBE listing, email CBESBE@dcba.lacounty.gov.

Chief of Staff
Joel Ayala

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

For questions about this certification or to learn more about resources available to small businesses you can visit us online at DCBA.lacounty.gov, email us at OSB@dcba.lacounty.gov, or call us at (323) 881-3964.

Sincerely,

Rafael Carbajal
Director

Christian Olmos
Program Chief, Office of Small Business
RC:CO



dcba.lacounty.gov
info@dcba.lacounty.gov

320 W. Temple St., Room G-10, Los Angeles CA, 90012-2706
(213) 974-1452 • (800) 593-8222 • Fax: (213) 687-1137

PROPOSER'S REFERENCE LIST

PROPOSER NAME: Spadaro Enterprises Inc

PROPOSED CONTRACT FOR: WATER TRUCK SERVICES FOR NORTH COUNTY GROUPS (BRC0000430)

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 Trucks	SERVICE DATES: 2009 to pres
DEPT/ DISTRICT: DPW Road Maintenece Contract manager	
CONTACT: Quang Luong	
TELEPHONE: 661 947-7173 ext 242	
FAX:	
E-MAIL: qluong@dpw.lacounty.gov	

SERVICE: Water Truck	SERVICE DATES: 2009 to Pres
DEPT/DISTRICT: LA County DPW Castaic	
CONTACT: John Huston	
TELEPHONE: 661 425-4702	
FAX:	
E-MAIL: jhuston@dpw.lacounty.gov	

SERVICE: Water Truck	SERVICE DATES: 2009 to Pres
DEPT/ DISTRICT: LA County DPW Lake LA	
CONTACT: Dale Brown	
TELEPHONE: 661 803-2953	
FAX:	
E-MAIL: dabrown@dpw.lacounty.gov	

SERVICE: Water Truck	SERVICE DATES: 2009 to Pres
DEPT/DISTRICT: LA County DPW	
CONTACT: James Luna	
TELEPHONE: 562 477-7193	
FAX:	
E-MAIL: jaluna@dpw.lacounty.gov	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: Street Sweeping	SERVICE DATES:
AGENCY/ FIRM: San Bernadino County DPW	
ADDRESS: Baldy Mesa Phelan DPW yard	
CONTACT: Kenny Embrey	
TELEPHONE: 909 677-3353	
FAX:	
E-MAIL: kenneth.embrey@dpw.sbcounty.gov	

SERVICE: Water truck Sweeping	SERVICE DATES: 2017 to Pres
AGENCY/ FIRM: Oakridge Landscape	
ADDRESS:	
CONTACT: Jessica Drake	
TELEPHONE: 661 289-0065	
FAX:	
E-MAIL: jdrake@oakridgelandscape.net	

SERVICE: Water Truck	SERVICE DATES: 2017 to Pres
AGENCY/ FIRM: Sr Diversified	
ADDRESS:	
CONTACT: Jason Carpenter	
TELEPHONE: 916 5178798	
FAX:	
E-MAIL: jasonc@srdiversified.com	

SERVICE: Street Sweeping	SERVICE DATES: 2022 to Pres
AGENCY/ FIRM: San Bernadino County DPW	
ADDRESS: San Bernadino DPW Flood Control	
CONTACT: Michael Wilson	
TELEPHONE: 909 332-0514	
FAX:	
E-MAIL: michael.wilson@dpw.sbcounty.gov	

PROPOSER'S REFERENCE LIST

PROPOSER NAME: Spadaro Enterprises Inc

PROPOSED CONTRACT FOR: Water Truck Service North LA County Groups BRC0000430

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 Trucking	SERVICE DATES: 2009 to Pres
DEPT/ DISTRICT: LA County DPW Quartz Hill	
CONTACT: Brett Stanton	
TELEPHONE: 661 388-3606	
FAX:	
E-MAIL: bstanton@dpw.lacounty.gov	

SERVICE: Water Trucking	SERVICE DATES: 2009- Pres
DEPT/DISTRICT: LA County DPW 526 Castaic	
CONTACT: Juvenal Arroyo	
TELEPHONE: 661 476-7037	
FAX:	
E-MAIL: jarroyo@dwp.lacounty.gov	

SERVICE: Water Trucking	SERVICE DATES: 2009 to Pres
DEPT/ DISTRICT: LA County DPW	
CONTACT: Bret Logan	
TELEPHONE: 661 476-7033	
FAX:	
E-MAIL: blogan@dpw.lacounty.gov	

SERVICE: Water Trucking	SERVICE DATES: 2009 to Pres
DEPT/DISTRICT: DPW 558 Littlerock	
CONTACT: Andy Hernandez	
TELEPHONE: 661 803-0643	
FAX:	
E-MAIL: ahernandez@dpw.lacounty.gov	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: Street Sweeping	SERVICE DATES: 2022 thru 2027
AGENCY/ FIRM: San Bernadino County DPW	
ADDRESS:	
CONTACT: Andy Watts Superintendent SB County PW	
TELEPHONE: 909 649-1634	
FAX:	
E-MAIL: awatts@dpw.sbcounty.gov	

SERVICE: Water truck Street sweep	SERVICE DATES: 2021 to Pres
AGENCY/ FIRM: Barnhard LA DWP contract	
ADDRESS:	
CONTACT: Ray Schnur	
TELEPHONE: 406 498-8601	
FAX:	
E-MAIL: ray.schnur@barnhard-inc.com	

SERVICE: Street Sweeping	SERVICE DATES: 2017 to Pres
AGENCY/ FIRM: City of Lancaster	
ADDRESS:	
CONTACT: Gabe Nevarez City of Lancaster Public works Director	
TELEPHONE: 661 917-8110	
FAX:	
E-MAIL: gnevarez@cityoflancasterca.org	

SERVICE: Street Sweeping	SERVICE DATES: 2022 to Pres
AGENCY/ FIRM: San Bernadino County DPW	
ADDRESS:	
CONTACT: Dean Sailor	
TELEPHONE: 909 633-7113	
FAX:	
E-MAIL: dsaylor@dpw.sbcounty.gov	

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'S DEBARMENT HISTORY AND LIST OF TERMINATED CONTRACTS

Proposer's Name: Spadaro Enterprises Inc

1. DEBARMENT HISTORY (Check one)	YES	NO
Proposer is currently debarred by a public entity		X
If yes, please provide the name of the public entity:		
2. LIST OF TERMINATED CONTRACTS (Check one)	YES	NO
Proposer has contracts that have been terminated in the past three (3) years.		X

If yes, please list all contracts that have been terminated prior to expiration within the last three (3) years.

Service: _____ Name of Entity: _____
 Address: _____
 Contact: _____ Telephone: _____
 Email: _____
 Termination Date: _____ Name/Contract No: _____
 Reason for Termination: _____

Service: _____ Name of Entity: _____
 Address: _____
 Contact: _____ Telephone: _____
 Email: _____
 Termination Date: _____ Name/Contract No: _____
 Reason for Termination: _____

Service: _____ Name of Entity: _____
 Address: _____
 Contact: _____ Telephone: _____
 Email: _____
 Termination Date: _____ Name/Contract No: _____
 Reason for Termination: _____

Service: _____ Name of Entity: _____
 Address: _____
 Contact: _____ Telephone: _____
 Email: _____
 Termination Date: _____ Name/Contract No: _____
 Reason for Termination: _____

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):

Five horizontal lines for providing details for item A.

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):

Five horizontal lines for providing details for item B.

WATER TRUCK SERVICES FOR NORTH COUNTY GROUPS (BRC0000430)

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.

PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFP FOR WATER TRUCK SERVICES FOR NORTH COUNTY GROUPS (BRC0000430)

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:

- Proposer must have a minimum of 3 years of experience performing water truck service.

Yes. Proposer meets the experience requirement(s) stated above. Please complete chart below:

Proposer's Name	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience	Page Number (Page in your Proposal which details this requirement)
Spadaro Enterprises Inc	09 / 2001 to 11 / 2023	22 years providing Water truck services Dust Control, Compaction, Drain basin clean out.	5.3
	___ / ___ to ___ / ___		

No. Proposer **does not** meet the experience requirement(s) stated above. If you check this box, your proposal will be immediately disqualified as nonresponsive.

- Proposer's on-site supervisor assigned to this contract must have a minimum of 3 years of experience supervising water truck service.

Yes. Proposer's on-site supervisor assigned to this contract meets the experience requirement(s) stated above. Please complete chart below:

Proposer's on-site Supervisor's Name	Dates of Experience (Mo/Yrs. To Mo/Yrs.)	Description of Services/Experience	Page Number (Page in your Proposal which details this requirement)
John Wood	03 / 1999 to 11 / 2023	24 years at Spadaro Enterprises Site Supervisor	5.9

PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFP FOR WATER TRUCK SERVICES FOR NORTH COUNTY GROUPS (BRC0000430)

No. Proposer's on-site supervisor **does not** meet the experience requirement(s) stated above. If you check this box, your proposal will be immediately disqualified as nonresponsive.

3. Proposer must provide a minimum of three 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 three 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 (Page in your Proposal which details this requirement)
Class A		Yes	Robert Walker	<u>07 / 2019</u> to <u>10 / 2024</u>	11.1
Class A		Yes	Leonard Hurst	<u>10 / 2022</u> to <u>10 / 2027</u>	11.2
Class B		Yes	Ezra Jimenez	<u>10 / 2020</u> to <u>11 / 2024</u>	11.3

No. Proposer **did not** submit the documents as stated above. If you check this box, your proposal will be immediately disqualified as nonresponsive.

4. Proposer must provide a minimum of three water trucks that meet or exceed the specifications as set forth in Exhibit A, Scope of Work.

Yes. Proposer will provide a minimum of three water trucks that meet or exceed the specifications as set forth in Exhibit A, Scope of Work. Please complete the chart below.

CONTINUE TO NEXT PAGE

PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFP FOR WATER TRUCK SERVICES FOR NORTH COUNTY GROUPS (BRC0000430)

Water Truck #1 Make/Model/Year	Water Truck Specifications (Check box that applies)*	Page Number (Page in your Proposal which details this requirement)
Freightliner M2 106 2015 Trk # 47	<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 Equipment #47
Water Truck #2 Make/Model/Year	Water Truck Specifications (Check box that applies)*	Page Number (Page in your Proposal which details this requirement)
International Workstar 2008 Trk #43	<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 Equipment #43

PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFP FOR WATER TRUCK SERVICES FOR NORTH COUNTY GROUPS (BRC0000430)

Water Truck #3 Make/Model/Year	Water Truck Specifications (Check box that applies)*	Page Number (Page in your Proposal which details this requirement)
International Workstar 2009 Trk # 45	<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 Equipment #45

*Please note that all boxes must be checked in order to meet the requirements or your proposal may be disqualified as nonresponsive.

No. Proposer **does not** meet the minimum requirement stated above. If you check this box, your proposal will be immediately disqualified as nonresponsive.

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 (Page in your Proposal which details this requirement)
Spadaro Enterprises Inc		07/2023	06/30/2026	5.3

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'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFP FOR
WATER TRUCK SERVICES FOR NORTH COUNTY GROUPS (BRC0000430)**

6. **The use of subcontractors is prohibited for this service.** Please disregard all references to subcontractors in this RFP.

- Proposer acknowledges that subcontractors are prohibited for this service as stated above. **By NOT checking this box, your proposal submission will be immediately disqualified as nonresponsive.**

PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFP FOR WATER TRUCK SERVICES FOR NORTH COUNTY GROUPS (BRC0000430)

No. Proposer's on-site supervisor **does not** meet the experience requirement(s) stated above. If you check this box, your proposal will be immediately disqualified as nonresponsive.

3. Proposer must provide a minimum of three 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 three 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 (Page in your Proposal which details this requirement)
Class A		Yes	DeAndre Rutherford	<u>02 / 2022</u> to <u>08 / 2026</u>	11.4
Class A		Yes	Jeff Logan	<u>02 / 2019</u> to <u>02 / 2024</u>	11.5
Class A		Yes	Nelson Alvarado	<u>12 / 2022</u> to <u>01 / 2028</u>	11.6

No. Proposer **did not** submit the documents as stated above. If you check this box, your proposal will be immediately disqualified as nonresponsive.

4. Proposer must provide a minimum of three water trucks that meet or exceed the specifications as set forth in Exhibit A, Scope of Work.

Yes. Proposer will provide a minimum of three water trucks that meet or exceed the specifications as set forth in Exhibit A, Scope of Work. Please complete the chart below.

CONTINUE TO NEXT PAGE

**PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFP FOR
WATER TRUCK SERVICES FOR NORTH COUNTY GROUPS (BRC0000430)**

Water Truck #1 Make/Model/Year	Water Truck Specifications (Check box that applies)*	Page Number (Page in your Proposal which details this requirement)
International Workstar 2008 Trk #42	<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 Equipment #42
Water Truck #2 Make/Model/Year	Water Truck Specifications (Check box that applies)*	Page Number (Page in your Proposal which details this requirement)
Freightliner M2 106 2015 Trk # 46	<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 Equipment #46

PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFP FOR WATER TRUCK SERVICES FOR NORTH COUNTY GROUPS (BRC0000430)

Water Truck #3 Make/Model/Year	Water Truck Specifications (Check box that applies)*	Page Number (Page in your Proposal which details this requirement)
International Workstar 2008 #44	<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 Equipment #44

*Please note that all boxes must be checked in order to meet the requirements or your proposal may be disqualified as nonresponsive.

No. Proposer **does not** meet the minimum requirement stated above. If you check this box, your proposal will be immediately disqualified as nonresponsive.

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 (Page in your Proposal which details this requirement)
Spadaro Enterprises Inc		07/2023	06/30/2026	5.3

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'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFP FOR
WATER TRUCK SERVICES FOR NORTH COUNTY GROUPS (BRC0000430)**

6. **The use of subcontractors is prohibited for this service.** Please disregard all references to subcontractors in this RFP.

Proposer acknowledges that subcontractors are prohibited for this service as stated above. **By NOT checking this box, your proposal submission will be immediately disqualified as nonresponsive.**

**SB 1439 QUESTIONNAIRE
WATER TRUCK SERVICES FOR NORTH COUNTY GROUPS (BRC0000430)**

Proposers and Subcontractors are all required to complete the SB 1439 Questionnaire.

If a question is not applicable, enter "N/A."

<p><i>PARTIES</i></p> <p>Applicant receiving license/permit/franchise or other entitlement for use, or winning Bidder/Proposer of contract.</p>	<p>Individual/Company Name: Spadaro Enterprises Inc Prime or subcontractor? Prime Parent? None Subsidiaries None Related Business Entities? None Name of party who signs an agreement: Melissa Keyes</p>
<p><i>PARTIES' AGENTS</i></p> <p>List of agents of Applicant for license/permit/franchise, or other entitlement for use, or of winning Bidder/Proposer of contract.</p>	<p>Name: N/A Company name (if any): N/A</p>
<p><i>PARTICIPANTS</i></p> <p>List of Applicants or Bidders/Proposers not selected and anyone who opposed or supported the application who has a financial interest in the decision.</p>	<p>Individual/Company Name: Prime or subcontractor? N/A Parent? N/A Subsidiaries? N/A Related Business Entities? N/A Name of party who signs an agreement: N/A</p>
<p><i>PARTICIPANTS' AGENTS</i></p> <p>List of agents of Bidders/Proposers not selected and of anyone who opposed or supported the application who has a financial interest in the decision.</p>	<p>Name: N/A Company name (if any): N/A</p>
<p><i>CONTRIBUTIONS</i></p> <p>Did any party, participant or their agents to this agenda item disclose they made a campaign contribution of \$250 or more to a decision-maker during the permit, licensing, leasing or approval process <i>on or after Jan. 1, 2023</i>?</p>	<p>Date of contribution: N/A Name of Contributor: N/A Recipient Name: N/A Amount: N/A</p>

It is proposer/subcontractor's sole responsibility to inform Public Works immediately of any changes in the submitted information after submission. Proposer/subcontractor declare(s) under penalty of perjury that the information stated in this form is true and accurate.

Contractor Information

Legal Entity Name
 SPADARO ENTERPRISES, INC.
Legal Entity Type
 Corporation
Status
 Active
Registration Number
 2400769
Registration effective date
 07/01/23
Registration expiration date
 06/30/26
Mailing Address
 42612 8TH STREET, WEST LANCASTER 93534 CA U...
Physical Address
 42612 8TH STREET, WEST LANCASTER 93534 CA U...
Email Address
 spadaroacct@gmail.com
Trade Name/DBA
 S&S SWEEPING & WATER TRUCKS
License Number (s)

Registration History

Effective Date	Expiration Date
06/26/18	06/30/19
06/08/17	06/30/18
05/19/16	06/30/17
12/18/15	06/30/16
07/01/19	06/30/20
07/01/20	06/30/23
07/01/23	06/30/26

Legal Entity Information

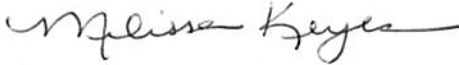
Corporation Entity Number: 2400769
President Name: Melissa Keyes
 Melissa Keyes
 Melissa Keyes
 Melissa Keyes
 Melissa Keyes
[Agency for Service:](#)
Agent of Service Name: Melissa Keyes
 42612 8th Street, West Lancaster 93534 CA United States of America

Worker's Compensation

Do you lease employees through Professional Employer Organization (PEO)?: No
Insured by Carrier
Policy Holder Name: Spadaro Enterprises, Inc
 INSURANCE COMPANY OF THE WEST
 10/01/22
 10/01/23

**DECLARATION
FOR
WATER TRUCK SERVICES FOR NORTH COUNTY GROUPS (BRC0000430)**

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE INFORMATION SUBMITTED IN FORMS PW-1 THROUGH PW-15 AND FORMS LW-1 THROUGH LW-9 ARE TRUE AND CORRECT.

PRINT NAME:	Melissa Keyes	TITLE:	President CEO
PROPOSER'S NAME:	Spadaro Enterprises Inc		
SIGNATURE:		DATE:	10/28/2023

**WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS
WATER TRUCK SERVICES (BRC0000430)**

FORM LW-9

INSTRUCTIONS

The contractor selected through this RFP process will be required to comply with State and Federal labor regulations and record keeping requirements. The objective of this questionnaire is to determine the appropriateness, scope, and suitability of the procedures the Proposer uses and the internal controls in place to ensure compliance with State and Federal labor regulations and record keeping requirements. In order to appropriately evaluate this area (Part I, Section 4.D, Evaluation Criteria), it is critical that the Proposer submit a detailed description of the processes and the steps associated with those processes.

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

**ADDITIONAL PAGES MAY BE ATTACHED OR RESPONSES CAN BE PROVIDED IN A SEPARATE DOCUMENT.
IDENTIFY EACH RESPONSE BY THE CORRESPONDING QUESTION NUMBER.**

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>1. TRACKING HOURS WORKED</p> <p>1.1. How does the Proposer track employee hours actually worked?</p> <p>1.2. Where do the Proposer's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite?</p> <p>1.3. If the employees report to a central site with travel to the worksite, when does the Proposer consider the employees' shift to have started? At a central site or upon arrival at the work location?</p>	<p>1.1 Employee Timesheet</p> <p>1.2 At their assigned DPW yard location</p> <p>1.3 N/A Due to employees starting their shift at the DPW work location</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>2. REPORTING TIME</p> <p>How does the Proposer know employees actually reported to work and at what time? For example, sign-in sheets, computerized check in, call-in system, or some other method?</p>	<p>Call-in system</p>
<p>3. RECORDS OF ACTUAL TIME WORKED</p> <p>3.1. What records are created to document the beginning and ending times of employee's actual work shifts?</p> <p>3.2. What records are maintained by the Proposer of actual time worked?</p> <p>3.3. Are the records maintained daily or at another interval (indicate the interval)?</p> <p>3.4. Who creates these records (e.g., employee, supervisor, or office staff)?</p> <p>3.5. Who checks the records, and what are they checking for?</p> <p>3.6. What happens to these records?</p> <p>3.7. Are they used as a source document to create Proposer's payroll?</p> <p>3.8. <u>ATTACH ACTUAL COPIES OF THESE RECORDS</u> (Please blank out any personal information).</p>	<p>3.1 Employee Timesheets</p> <p>3.1 Employee Timesheets</p> <p>3.3 Weekly</p> <p>3.4 Employee</p> <p>3.5 Supervisor, Payroll Department. They are checking for accurate time and complete records.</p> <p>3.6 Payroll records are maintained in the office and archived for future reference.</p> <p>3.7 Yes</p> <p>3.8 Working Timesheet attached</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>4. OTHER RECORDS USED TO CREATE PAYROLL (IF ANY)</p> <p>4.1. If records of actual time worked are not used to create payroll, what is the source document that is used?</p> <p>4.2. Who prepares and who checks the source document?</p> <p>4.3. Does the employee sign it?</p> <p>4.4. Who approves the source document, and what do they compare it with prior to approving it?</p>	<p>NONE</p> <p>N/A, Timesheets are used.</p> <p>N/A, Timesheets are used.</p> <p>N/A, Timesheets are used.</p> <p>N/A, Timesheets are used.</p>
<p>5. BREAKS</p> <p>5.1. How does the Proposer know that employees take mandated breaks and meal breaks (periods)?</p> <p>5.2. Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred?</p> <p>5.3. If so, who prepares, reviews, and approves such documentation?</p>	<p>5.1 Employee Timesheet</p> <p>5.2 Signed Timesheet by Employee</p> <p>5.3 Supervisor, Payroll Department</p>

<p style="text-align: center;">QUESTION</p>	<p style="text-align: center;">RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.</p>
<p>6. HOW PAYROLL IS PREPARED</p> <p>6.1. Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid.</p> <p>6.2. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)?</p> <p>6.3. If by check, do they receive a single check for straight time and overtime or are separate payments made?</p> <p>6.4. What information is provided on the check (e.g., deductions for taxes, etc.)?</p> <p>6.5. <u>ATTACH A COPY OF A PAY CHECK AND PAY CHECK STUB THAT SHOWS DEDUCTION CATEGORIES (COVER UP OR BLOCK OUT BANK ACCOUNT INFORMATION AND ANY EMPLOYEE INFORMATION).</u></p>	<p>6.1 Employee Timesheets are collected and checked, hours are calculated and entered into accounting software (Quickbooks) payroll system.</p> <p>6.2 Employees are paid by paycheck generated by the accounting software (Quickbooks)</p> <p>6.3 Single weekly check for straight time and overtime.</p> <p>6.4 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.</p> <p>Attached is the requested copy of paycheck and paystub that shows deduction categories. (attached corresponds to the timesheet attached LW-9</p>

SPADARO ENTERPRISES, INC. - 42612 8th Street West • Lancaster, CA 93534-4418

17498

Employee

SSN

Pay Period: 09/30/2023 - 10/06/2023

Pay Date: 10/13/2023

Earnings and Hours	Hours	Rate	Current	YTD Amount
Prevailing Wage-WT	40.00	70.46	2,818.40	92,995.20
Hourly Sick			0.00	539.28
Prevailing Wage - WT OT (x1)			0.00	1,436.96
Prevailing Wage - WT OT (x2)			0.00	1,665.60
	40.00		2,818.40	96,637.04

Taxes	Current	YTD Amount
Medicare Employee Addl Tax	0.00	
Federal Withholding	-426.00	-13,198.00
Social Security Employee	-174.74	-5,991.50
Medicare Employee	-40.87	-1,401.24
CA - Withholding	-194.60	-6,083.12
CA - Disability Employee	-25.36	-869.73
	-861.57	-27,543.59

215.61 ←

LACO DPW 523

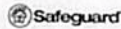
Net Pay 1,956.83 69,093.45

Sick	Accrued	Used	Available
Current	0:00	0:00	16:00
YTD	0:00	8:00	

Spadaro Enterprises, Inc., 42612 8th Street West, Lancaster, CA, 93534



MSF5001-1
LITHO USA SFSL1 047598111L



REORDER FROM YOUR LOCAL SAFEGUARD DISTRIBUTOR, IF UNKNOWN, CALL 800-523-2422

M025F002287

DATE: 10-6-23
 DAY: FRIDAY
 WORKED WITH: M. J. J. J. J.

(46)

SQS

TIME	DESCRIPTION	HOURS
START: 8:30 FINISH: 12:15	W/PT	5
START: 1:30 FINISH: 4:00	LUNCH	
START: 5:25 FINISH: 8:15	W/PT	3
START:		
FINISH:		
START:		
FINISH:		
START:		
FINISH:		
	TOTAL HOURS	8

Employee Signature
 My signature above is my acknowledgment that I have taken all required breaks and lunches for this time period and have been paid for all hours worked

I have been notified by the office should I have questions or issues, I am to contact the Human Resources Department IMMEDIATELY - Office telephone number: 661.940.1914

EMPLOYEE NAME:

PAY PERIOD:

TOTAL HOURS (REG):

TOTAL HOURS (OT):

WALDO DP 10523

PAY DATE:

PAY RATE:

MARITAL STATUS:

EXEMPTIONS:

REG TIME:

OVER TIME:

TOTAL:

FED:

FICA:

SDI:

STATE:

TOTAL TAXES:

NET PAY:

[Redacted]

9-30-23/10-6-23

40

0

10/13/2023

70.46

S

S

2818.40

0

2818.40

426.00

215.61

25.36

194.60

861.57

1956.83

EL# 17498

Spadaro Enterprises, Inc.
 42612 8th Street West
 Lancaster, CA
 93534

10/13/2023

One Thousand Nine Hundred Fifty-Six and 83/100*****

[REDACTED]
 [REDACTED]
 [REDACTED]

Pay Period : 09/30/2023-10/06/2023

Employee Pay Stub		Check number: 17498		Pay Period: 09/30/2023 - 10/06/2023		Pay Date: 10/13/2023	
Employee				SSN			
[REDACTED]				[REDACTED]			
Earnings and Hours				Sick			
Qty	Rate	Current	YTD Amount	Accrued	Used	Available	
40:00	70.46	2,818.40	92,995.20	0:00	0:00	16:00	
			539.28	0:00	8:00		
			1,436.96				
			1,665.60				
40:00		2,818.40	96,637.04				
Taxes							
		Current	YTD Amount				
		0.00	0.00				
		-426.00	-13,198.00				
		-174.74	-5,991.50				
		-40.87	-1,401.24				
		-194.60	-6,083.12				
		-25.36	-869.73				
		-861.57	-27,543.59				
Net Pay		1,956.83	69,093.45				

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>7. MANUAL PAYROLL SYSTEM</p> <p>7.1. If the Proposer uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check.</p> <p>7.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?</p>	<p>N/A Quickbooks software payroll program utilized.</p> <p>N/A Quickbooks software payroll program utilized</p>
<p>8. AUTOMATED PAYROLL SYSTEM</p> <p>8.1. If the Proposer uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll.</p> <p>8.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the automated payroll system calculate total wages paid?</p> <p>8.3. Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?</p>	<p>8.1 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>8.2 By description in the Quickbooks software payroll program utilized.</p> <p>8.3 Calculations are embedded in the accounting software program (Quickbooks)</p>

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

Agreement



BY AND BETWEEN

LOS ANGELES COUNTY
PUBLIC WORKS

AND

SPADARO ENTERPRISES, INC.

FOR

WATER TRUCK SERVICES FOR NORTH COUNTY GROUP B
(BRC0000430)

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WATER TRUCK SERVICES FOR NORTH COUNTY GROUP B (BRC0000430)

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- EXHIBIT H Water Truck Service Form**
- EXHIBIT I Water Usage Log**

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AGREEMENT FOR
WATER TRUCK SERVICES FOR NORTH COUNTY GROUP B (BRC0000430)

THIS AGREEMENT, made and entered into this ____ day of _____, 2024, 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, located at 42612 8th Street West, Lancaster, CA 93534, (hereinafter referred to as CONTRACTOR). COUNTY and CONTRACTOR are each a Party and collectively referred to as the Parties.

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors (Board) of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on November 7, 2023, hereby agrees to provide services as described in this Contract for Water Truck Services for North County Groups, Service Contract Group B.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit A.1, Schedule of Prices; Exhibit A.2, Staffing Plan and Cost Methodology; 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; Exhibit I, Water Usage Log; and Exhibit J, Sample Fuel Adjustment Calculation; 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-2.1B through PW-2.6B, an amount not to exceed the maximum contract sum of \$5,930,650 for the entire contract period, or such greater amount as the Board may approve (Maximum Contract Sum). The sum for the initial term is \$940,000; the sum for the first optional term is \$972,500; the sum for the second optional term is \$994,000; the sum for the third optional term is \$994,000; the sum for the fourth optional term is \$994,000; and a month-to-month extension up to 6 months at the fourth option term rates is for \$497,000.

FOURTH: This Contract's initial term will be for a period of 1 year commencing upon Board approval and final execution. The COUNTY will have the sole option to renew this Contract term for up to four additional 1-year periods and six month-to-month extensions, for a maximum total Contract term of 5 years and 6 months. Each such option will 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 10 days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full 1 year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least 10 days prior to the end of a term. Further, in

accordance with Section 2.A.3 of Exhibit B, Service Contract General Requirements, the COUNTY may, at its sole discretion, authorize extensions of time to the Contract's term, to the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, provided the aggregate of all such extensions during the life of this Contract will not exceed 180 days. The Director will provide a written notice of nonrenewal at least 10 days before the last day of any term, in which case this Contract will 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 will bill monthly, in arrears, for the work performed during the preceding month. Work performed will be billed at the hourly rates quoted in Forms PW-2.1B-2.6B, 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 must be in triplicate (original and two copies) and must itemize the work completed. The invoices must 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 will 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 must 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 must 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 must immediately notify the Contract Manager in writing. The CONTRACTOR must send written notification to the Contract Manager when this Contract is within 6 months from expiration of the term as provided for hereinabove.

TENTH: No cost-of-living adjustment will be granted for the optional renewal periods.

ELEVENTH: The Director may adjust 10 percent of the hourly rate of compensation set forth in Forms PW-2.1B through PW-2.6B (Schedule of Prices) based on the increase

or decrease in the fuel price published in the Official Energy Statistics from the United States Department of Energy website at http://tonto.eia.doe.gov/dnav/pet/pet_pri_gnd_dcus_sca_m.htm or other County-approved website for Diesel (On-Highway) and Gasoline - All Grades (Regular) for California, at http://tonto.eia.doe.gov/dnav/pet/pet_pri_prop_dcu_r50_m.htm or other County-approved website for Liquid Propane Gas using West Coast (PADD 5) "Commercial/Institutional," and at http://www.eere.energy.gov/afdc/price_report.html or other County approved website for Compressed Natural Gas Clean Cities Alternative Fuel Price Report, Table 5, Compressed Natural Gas Average Prices by Region from Clean Cities Sources "West Coast," as appropriate to the vehicle used, beginning on Contract anniversary date of this Contract's start date and thereafter at each successive annual interval, which will be the effective date for any such fuel adjustment. The percentage change in the fuel price will be obtained using the fuel prices published on the month of the proposal submission date and the fuel price most recently published for the month of effective date of the adjustment. However, when the percentage increase or decrease in the fuel price is less than 10 percent, no fuel adjustment will be granted. In the event the fuel adjustment is granted, the fuel adjustment (increase or decrease) will be added to or subtracted from, as applicable, the hourly rate of compensation to establish the adjusted hourly rate of compensation. A sample calculation is included in Exhibit J. Public Works will be permitted to audit the CONTRACTOR'S fuel usage, fuel costs, and fuel procurement methods for the vehicles used in providing the service and the CONTRACTOR must provide records pertaining to its fuel costs upon the COUNTY'S request. CONTRACTOR must immediately notify the COUNTY if the CONTRACTOR changes from purchasing fuel using Market Prices, to a long-term agreement for fuel purchases.

TWELFTH: 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 J, inclusive, the COUNTY'S provisions will control and be binding.

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

FOURTEENTH: Advertising and Other External Communications About the Project/Contract. Consultant/Contractor shall obtain the County's prior written approval before disclosing or communicating any information concerning the award of the contract, the progress of the work, or the completion of the work, to any non-party, including but not limited to outside media and news organizations. This requirement includes, but is not limited to: (1) a Consultant/Contractor's, application for an award or any other recognition of the Project/Contract; and (2) any advertising or promotion of the Project/Contract and/or the Consultant/Contractor's role on the project. The County retains the sole discretion as to the release of such information, including the right to deny the request for disclosure, the right to direct the timing of the disclosure, and/or the right to direct Consultant/Contractor to make revisions to the information prior to disclosure.

FIFTEENTH: 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. This CONTRACT may be signed by the Parties hereto in separate counterparts, including

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

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

EDWARD YEN
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By 
Deputy

Margaret Ambrose
Type/Print Name

SPADARO ENTERPRISES, INC.

By 
Its President

Melissa Keyes

Type/Print Name

By 
Its Secretary

Melissa Keyes

Type/Print Name

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 August 25, 2024 before me, Jennifer Young, 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(\$)is whose name(\$)is 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 FOR NORTH COUNTY GROUPS (BRC0000430)

A. Public Works Contract Manager

Public Works Contract Manager for Service Contract Group A and Service Contract Group B will be Mr. Quang Luong of our Road Maintenance Division who may be contacted at (661) 947-7173, extension 242, or qluong@pw.lacounty.gov, Tuesday through Friday, 6:30 a.m. to 5:00 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. Service Contract Group A will consist of the operational area of Road Division 523, 526, and 551 and Service Contract Group B will consist of the operational area of Road Divisions 555, 557, and 558 as shown on Exhibit G, Los Angeles County Public Works Water Trucks Map, 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, must be included in the price quoted by the Contractor in Forms PW-2.1-2.6, 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.

Water Truck
(BRC0000430)

F. Hours and Days of Service

Hours of services during a Normal Working Day will be primarily performed within the 6:00 a.m. to 4:30 p.m. time period, Monday through Friday, each week, except County observed holidays, at which time the service must be done before or after such holiday. Hourly rates, as listed on Form PW-2, Schedule of Prices, Item 1, shall be applied during a Normal Working Day. Work hours may be altered, when necessary, with the approval of the Contract Manager. Contractor's personnel shall be compensated for overtime rates, as listed on Form PW-2, Schedule of Prices, Item 2, when the work is in excess of a Normal Working Day, in excess of an average 40 hours per week, based on a consecutive two-week period, and Saturday, Sunday, or holidays.

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	Friday after Thanksgiving
Juneteenth Day	Christmas Day
Independence 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 4:00 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 and subcontractors, 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 and subcontractors, 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 Contractor 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 five days following the occurrence.

J. Maps

Exhibit G, Los Angeles County Public Works Water Trucks Map

K. Responsibilities of the Contractor

The Contractor Shall:

1. Have a minimum of 3 years of experience performing water truck service.
2. Contractor's on-site supervisor shall have a minimum of 3 years of experience supervising water truck service.

Water Truck
(BRC0000430)

3. Provide qualified personnel who meet the minimum requirements of this contract to operate the water truck equipment.
4. Assure all operators assigned to this contract maintain a valid and active State of California Department of Motor Vehicle Class A or B License, with a minimum of a Tank Vehicle Endorsement, which is subject to verification by an on-site County supervisor while performing services under this Contract.
5. Maintain a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5
6. Assure all operators assigned to this contract 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.
7. 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.
8. 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.
9. Provide security for all of Contractor's equipment used at Public Works jobsites during working hours.
10. 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.
11. Provide a minimum of three water trucks which must 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
12. Provide replacement trucks and equipment by the following workday in the event of truck or equipment failure.
 13. Fuel and service its trucks and equipment outside working hours.
 14. If required by Public Works, provide sufficient labor and equipment to respond to multiple work sites.
 15. Provide CM or PWR with phone numbers to Contractor's operators directly, as determined necessary by the Contract Manager or PWR.
 16. 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.
 17. Assure on-site supervisor can speak, read, write, and understand English.

L. 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.

M. 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.

N. 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 K.6, 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

Water Truck
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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.

O. Project Safety Official

The Contractor must designate in writing a Project Safety Official who must be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. The Contractor's Project Safety Official must be available at all times to abate any potential safety hazards and must have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official will 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.

P. 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 must 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 must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must 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.

Q. 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 will 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 will pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the sum of \$500 for each consecutive calendar day that the Contractor fails to complete work within the time specified unless otherwise provided in this Contract, or approved by Contract Manager.
4. In addition to the above, Public Works may use Exhibit F, Performance Requirements Summary, to evaluate Contractor's performance. Please note, should an inconsistency be determined between the Scope of Work, Liquidated Damages, and the Performance Requirements Summary (Exhibit F), the higher service level in the judgment of Public Works will prevail.

R. Federally Funded Work

This provision will apply when federally funded or potentially federally funded work is needed by County. In accordance with Federal Executive Order 12549 and 12689 (Debarment and Suspension), individuals or entities that have been debarred by the Federal government may not receive work under this Contract as a Contractor or Subcontractor. Contractors and/or Subcontractors listed on the governmental exclusions in the System for Award Management (SAM) are not eligible to receive federally funded work under this contract. See Office of Management and Budget guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension". The SAM exclusions contains the names of parties debarred, suspended, or otherwise excluded by Federal agencies as well as parties declared ineligible under statutory or regulatory authority.

For federally funded work, the Contract Manager will, before assigning work to the Contractor, verify that the Contractor is not listed on the governmental exclusions in the SAM as a party excluded or ineligible by Federal agencies to participate in federally funded projects. For your reference, a List of Debarred Contractors by U.S. Department of Labor's (DOL) Office of Federal Contract Compliance Programs (OFCCP) may be obtained by going to the following website: <https://sam.gov/content/home>.

If the Contractor is listed on the governmental exclusions in the SAM as a party excluded or ineligible by Federal agencies to participate in federally funded projects, then said Contractor will not be offered the work. The Contract Manager will notify the Contractor of their negative standing in the SAM. The

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(BRC0000430)

Contract Manager will also notify the Contractor of their ineligibility to receive any federally funded work under this contract, until the Contractor is able to satisfactorily correct the issue. The Contractor shall notify the Contract Manager when the Contractor has corrected their negative standing in the SAM, and the Contractor is no longer listed on the governmental exclusions in the SAM.

If the Contractor is **not** listed on the governmental exclusions in the SAM as a party excluded or ineligible by Federal agencies to participate in federally funded projects, Public Works may offer said Contractor the federally funded work.

S. Fuel Cost Adjustment Mechanism

The rate adjustment will apply only to the water trucks that use gasoline or diesel. There will be no adjustment for water trucks that use propane. Rate adjustments for other alternative fuels are subject to Contract Manager approval.

The Director may adjust up to 10 percent of the hourly rate of compensation set forth in Forms PW-2.1 through 2.6 (Schedule of Prices) based on the increase or decrease in the fuel price published in the Official Energy Statistics from the United States Energy Information Administration (EIA) website at http://tonto.eia.doe.gov/dnav/pet/pet_pri_gnd_dcus_sca_m.htm or other County approved website for Diesel (On-Highway) and Gasoline - All Grades (Regular) for California, appropriate to the vehicle used, beginning on the month of this Contract's start date and thereafter at each successive one month interval, which shall be the effective date for any such fuel adjustment.

The percentage change in the fuel price shall be obtained using the fuel prices published three months preceding the proposal submission date and the fuel price published three months preceding each effective date of the adjustment.

However, when the percentage increase or decrease in the fuel price is less than ten percent, no fuel adjustment will be granted. In the event the fuel adjustment is granted, the fuel adjustment (increase or decrease) will be added to or subtracted from, as applicable, the hourly rate of compensation to establish the adjusted hourly rate of compensation in the Schedule of Prices (PW-2). Public Works shall be permitted to audit the Contractor's fuel usage, fuel costs, and fuel procurement methods for the water trucks used in providing the service and the Contractor shall provide records pertaining to its fuel costs upon the County's request. Contractor shall immediately notify the County if the Contractor changes from purchasing fuel using market prices, to a long-term agreement for fuel purchases. Refer to Exhibit J, Sample Fuel Cost Adjustment Calculation for an example of how fuel costs adjustments will be calculated.

**SCHEDULE OF PRICES FOR
WATER TRUCK SERVICES FOR NORTH COUNTY GROUPS (BRC0000430)
SERVICE CONTRACT GROUP B**

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.

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

An hourly rate must be submitted for each item. Proposals submitted without hourly rates for all items will be deemed nonresponsive. The hourly rates for items 1 and 2 include all labor, equipment, supervision, traffic control (not including flagging), 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. Contractor will be paid a minimum of four hours per day for each vehicle called to work. Please note: 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).

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).	\$ <u>170</u> X	5,000 =	\$ <u>850,000</u>
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.	\$ <u>180</u> X	500 =	\$ <u>90,000</u>
TOTAL PROPOSED ANNUAL PRICE (Initial Term)				\$ <u>940,000</u>

**SCHEDULE OF PRICES FOR
WATER TRUCK SERVICES FOR NORTH COUNTY GROUPS (BRC0000430)
SERVICE CONTRACT GROUP B**

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).	\$ <u>175</u> X	5,000 =	\$ <u>875,000</u>
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.	\$ <u>195</u> X	500 =	\$ <u>97,500</u>
TOTAL PROPOSED ANNUAL PRICE (Option Year 1)				\$ <u>972,500</u>

**SCHEDULE OF PRICES FOR
WATER TRUCK SERVICES FOR NORTH COUNTY GROUPS (BRC0000430)
SERVICE CONTRACT GROUP B**

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).	\$ 180 X	5,000 =	\$ 900,000
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.	\$ 200 X	470 =	\$ 94,000
TOTAL PROPOSED ANNUAL PRICE (Option Year 2)				\$ 994,000

**SCHEDULE OF PRICES FOR
WATER TRUCK SERVICES FOR NORTH COUNTY GROUPS (BRC0000430)
SERVICE CONTRACT GROUP B**

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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An hourly rate must be submitted for each item. Proposals submitted without hourly rates for all items will be deemed nonresponsive. The hourly rates for items 1 and 2 include all labor, equipment, supervision, traffic control (not including flagging), 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. Contractor will be paid a minimum of four hours per day for each vehicle called to work. Please note: 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).

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).	\$ <u>182</u> X	5,000 =	\$ <u>910,000</u>
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.	\$ <u>200</u> X	420 =	\$ <u>84,000</u>
TOTAL PROPOSED ANNUAL PRICE (Option Year 3)				\$ <u>994,000</u>

**SCHEDULE OF PRICES FOR
WATER TRUCK SERVICES FOR NORTH COUNTY GROUPS (BRC0000430)
SERVICE CONTRACT GROUP B**

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.

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

An hourly rate must be submitted for each item. Proposals submitted without hourly rates for all items will be deemed nonresponsive. The hourly rates for items 1 and 2 include all labor, equipment, supervision, traffic control (not including flagging), 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. Contractor will be paid a minimum of four hours per day for each vehicle called to work. Please note: 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).

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).	\$ <u>182</u> X	5,000 =	\$ <u>910,000</u>
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.	\$ <u>200</u> X	420 =	\$ <u>84,000</u>
TOTAL PROPOSED ANNUAL PRICE (Option Year 4)				\$ <u>994,000</u>

**SCHEDULE OF PRICES FOR
WATER TRUCK SERVICES FOR NORTH COUNTY GROUPS (BRC0000430)
SERVICE CONTRACT GROUP B**

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.

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

NOTE: Proposer must provide pricing for ALL contract terms including the 4th 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)	\$ 940,000
2	WATER TRUCK SERVICES (Option Year 1)	\$ 972,500
3	WATER TRUCK SERVICES (Option Year 2)	\$ 994,000
4	WATER TRUCK SERVICES (Option Year 3)	\$ 994,000
5	WATER TRUCK SERVICES (Option Year 4)	\$ 994,000
TOTAL PRICE FOR YEARS' 1 THROUGH 5		\$ 4,894,500
AVERAGE TOTAL PRICE FOR YEARS 1 THROUGH 5 (TOTAL PRICE FOR YEARS 1 THROUGH 5 ÷ 5 YEARS)		\$ 978,900
LEGAL NAME OF PROPOSER Spadaro Enterprises Inc		
PROPOSER'S ADDRESS: 42612 8th street west Lancaster CA 93534		
E-MAIL generaloffice@spadaroinc.com		
PHONE 661 940-1914	MOBILE 661 645-6059	DATE 5/1/2024

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STAFFING PLAN AND COST METHODOLOGY FOR
WATER TRUCK SERVICES FOR NORTH COUNTY GROUPS (BRC0000430) FOR SERVICE CONTRACT GROUP B

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY (NOTE: MINIMUM 2 EMPLOYEES MUST WORK PER SHIFT)							HOURS PER WEEK	APPROXIMATE HOURS (52 x HRS PER WEEK)	HOURLY WAGE RATE**	COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
De Andre Rutherford Water Truck Operator		8	8	8	8			32	1664	75.68	125,931.52
De Andre Rutherford Water Truck Operator		1	1	1				3	156	95.04	14,826.24
Jeff Logan Water Truck Operator		8	8	8	8			32	1664	75.68	125,931.52
Jeff Logan Water Truck Operator		1	1	1				3	156	95.04	14,826.24
Nelson Alvarado Water Truck Operator		8	8	8	8			32	1664	75.68	125,931.52
Nelson Alvarado Water Truck Operator		1	1	1				3	156	95.04	14,826.24
Various Water Truck Operator RT									8	75.68	605.44
Various Water Truck Operator OT									32	95.04	3041.28
Comments/Notes:	Total Salaries										
**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 FORM LW-8s PER EACH YEAR'S RATE.	(1) Vacations, Sick Leave, Holiday										
	(2) Health Insurance										
	(3) Payroll Taxes & Workers' Compensation										
	(4) Welfare and Pension										
	Total Employee Benefits (1+2+3+4)										
	125000										
	130000										
	125000										
	48,896										
	Total Other Costs (5+6+7+8)										
	428,896										
	TOTAL PRICE										
	940,000										

* All employees shown must be FULL-TIME employees of the Proposer, unless exemption to use Part-Time employees has been granted by the County.
 ** Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2, 201 - Living Wage Program Hourly rates not in compliance may subject your proposal to rejection.

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


Spadaro Enterprises Inc
 Name of Proposer
 Melissa Keyes
 Name of Firm's Representative
 Signature of Firm's Representative
 05/01/2024
 Date of Submittal

STAFFING PLAN AND COST METHODOLOGY FOR
WATER TRUCK SERVICES FOR NORTH COUNTY GROUPS (BRC0000430) FOR SERVICE CONTRACT GROUP B

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY (NOTE: MINIMUM 2 EMPLOYEES MUST WORK PER SHIFT)							HOURS PER WEEK	APPROXIMATE HOURS (52 x HRS PER WEEK)	HOURLY WAGE RATE**	COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
De Andre Rutherford Water Truck Operator		8	8	8	8			32	1664	78.70	130,956.80
De Andre Rutherford Water Truck Operator		1	1	1				3	156	98.84	15,419.04
Jeff Logan Water Truck Operator		8	8	8	8			32	1664	78.70	130,956.80
Jeff Logan Water Truck Operator		1	1	1				3	156	98.84	15,419.04
Nelson Alvarado Water Truck Operator		8	8	8	8	8		32	1664	78.70	130,956.80
Nelson Alvarado Water Truck Operator		1	1	1				3	156	98.84	15,419.04
Various Water Truck Operator RT									8	78.70	629.60
Various Water Truck Operator OT									32	98.84	3162.88
Comments/Notes:	Total Salaries 442,920										
**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 FORM LW-8s PER EACH YEAR'S RATE.	(1) Vacations, Sick Leave, Holiday										
	(2) Health Insurance										
	(3) Payroll Taxes & Workers' Compensation										
	(4) Welfare and Pension										
	Total Employee Benefits (1+2+3+4)										
	88,584										
	132,300										
	132,300										
	132,300										
	44,096										
	Total Other Costs (5+6+7+8)										
	440,996										
	TOTAL PRICE 972,500										

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

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

Name of Proposer Spadaro Enterprises Inc Name of Firm's Representative Melissa Keyes Date of Submittal 05/01/2024
 Signature of Firm's Representative 

STAFFING PLAN AND COST METHODOLOGY FOR
WATER TRUCK SERVICES FOR NORTH COUNTY GROUPS (BRC0000430) FOR SERVICE CONTRACT GROUP B

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY (NOTE: MINIMUM 2 EMPLOYEES MUST WORK PER SHIFT)							HOURS PER WEEK	APPROXIMATE HOURS (52 x HRS PER WEEK)	HOURLY WAGE RATE**	COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
De Andre Rutherford Water Truck Operator		8	8	8	8			32	1664	82	136,448
De Andre Rutherford Water Truck Operator		1	1	1				3	156	103	16,068
Jeff Logan Water Truck Operator		8	8	8	8			32	1664	82	136,448
Jeff Logan Water Truck Operator		1	1	1				3	156	103	16,068
Nelson Alvarado Water Truck Operator		8	8	8	8	8		32	1664	82	136,448
Nelson Alvarado Water Truck Operator		1	1	1				3	156	103	16,068
Various Water Truck Operator RT								8		82	656
Various Water Truck Operator OT								2		103	206
Comments/Notes:	Total Salaries										
**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 FORM LW-8s PER EACH YEAR'S RATE.	(1) Vacations, Sick Leave, Holiday (2) Health Insurance (3) Payroll Taxes & Workers' Compensation (4) Welfare and Pension Total Employee Benefits (1+2+3+4) (5) Equipment Costs (6) Service and Supply Costs (7) General and Administrative Costs (8) Profit Total Other Costs (5+6+7+8) TOTAL PRICE										
	Included in Wage										
	Included in Wage										
	91,682										
	Included in Wage										
	91,682										
	125,000										
	125,000										
	125,000										
	68,908										
	443,908										
	994,000										

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

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

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

Spadato Enterprises Inc _____ **Melissa Keyes** _____ **05/01/2024**
 Name of Proposer _____ Name of Firm's Representative _____ Signature of Firm's Representative _____ Date of Submittal _____

STAFFING PLAN AND COST METHODOLOGY FOR
WATER TRUCK SERVICES FOR NORTH COUNTY GROUPS (BRC0000430) FOR SERVICE CONTRACT GROUP B

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY (NOTE: MINIMUM 2 EMPLOYEES MUST WORK PER SHIFT)							HOURS PER WEEK	APPROXIMATE HOURS (52 x HRS PER WEEK)	HOURLY WAGE RATE**	COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
De Andre Rutherford Water Truck Operator		8	8	8	8			32	1664	85.40	142,105.60
De Andre Rutherford Water Truck Operator		2.5						2.5	130	107.60	13,988
Jeff Logan Water Truck Operator		8	8	8	8			32	1664	85.40	142,105.60
Jeff Logan Water Truck Operator		2.5						2.5	130	107.60	13,988
Nelson Alvarado Water Truck Operator			8	8	8	8		32	1664	85.40	142,105.60
Nelson Alvarado Water Truck Operator			2.5					2.5	130	107.60	13,988
Various Water Truck Operator RT									8	85.42	683.20
Various Water Truck Operator OT									30	107.58	3,228
Comments/Notes:	Total Salaries 472,192										
**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 FORM LW-8s PER EACH YEAR'S RATE.	(1) Vacations, Sick Leave, Holiday										
	(2) Health Insurance										
	(3) Payroll Taxes & Workers' Compensation Training Fund										
	(4) Welfare and Pension										
	Total Employee Benefits (1+2+3+4)										
	95,140										
	Included in Wage										
	125,000										
	125,000										
	125,000										
	51,668										
	Total Other Costs (5+6+7+8)										
	426,668										
	TOTAL PRICE										
	994,000										

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

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

Spadaro Enterprises Inc _____ Melissa Keyes _____ 05/01/2024
 Name of Proposer _____ Name of Firm's Representative _____ Date of Submittal
 Signature of Firm's Representative *Melissa Keyes*

STAFFING PLAN AND COST METHODOLOGY FOR
WATER TRUCK SERVICES FOR NORTH COUNTY GROUPS (BRC0000430) FOR SERVICE CONTRACT GROUP B

POSITION/TITLE* (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY (NOTE: MINIMUM 2 EMPLOYEES MUST WORK PER SHIFT)							HOURS PER WEEK	APPROXIMATE HOURS (52 x HRS PER WEEK)	HOURLY WAGE RATE**	COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
De Andre Rutherford Water Truck Operator		8	8	8	8			32	1664	89.63	149,144.32
De Andre Rutherford Water Truck Operator				2.5				2.5	130	112.95	14,683.50
Jeff Logan Water Truck Operator		8	8	8	8			32	1664	89.63	149,144.32
Jeff Logan Water Truck Operator				2.5				2.5	130	112.95	14,683.50
Nelson Alvarado Water Truck Operator		8	8	8	8			32	1664	89.63	149,144.32
Nelson Alvarado Water Truck Operator				2.5				2.5	130	112.95	14,683.50
Various Water Truck Operator Rt								8		89.63	717.04
Various Water Truck Operator OT								30		112.95	3,388.50
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 FORM LW-8s PER EACH YEAR'S RATE.											
(1) Vacations, Sick Leave, Holiday											
(2) Health Insurance											
(3) Payroll Taxes & Workers' Compensation											
(4) Welfare and Pension											
(5) Equipment Costs											
(6) Service and Supply Costs											
(7) General and Administrative Costs											
(8) Profit											
Total Employee Benefits (1+2+3+4)										99,118	Included in Wage
Total Other Costs (5+6+7+8)										399,293	Included in Wage
TOTAL PRICE										994,000	

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

** Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2 201 - Living Wage Program. Hourly rates not in compliance may subject your proposal to rejection.

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

Spadaro Enterprises Inc _____ Melissa Keyes _____ 05/01/2024
 Name of Proposer _____ Name of Firm's Representative _____ Signature of Firm's Representative _____ Date of Submittal

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 will be deemed as the drafter of this Contract and the uncertainty, ambiguity, or discrepancy will 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 must 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. Where the contracting party is a District, the term County includes the County and the contracting District.

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 not: a Subcontract, or is not a direct employee relationship with the Contractor or a Subcontractor.

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 will 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 will 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 will 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 will 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 will 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 will be prepared by Public Works and signed by the Contractor. If the change order is prepared by the Contractor, it will be approved by Public Works and signed by the Contractor and the County.

B. Assignment and Delegation

1. The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

2. Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties without such consent must be null and void. For purposes of this paragraph, County consent must require a written amendment to this Contract, which is formally approved and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor. Any payments by County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims which Contractor may have against County.
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, will 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 will 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 will also be reduced correspondingly. Except as set forth in the preceding sentence, the Contractor must 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 will be provided within 30 calendar days of the Board's approval of such actions.

E. Complaints

Contractor must 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 must 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 must 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 must submit proposed changes to County for approval before implementation.
5. Contractor must 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 must be instituted which adheres to formal plans for specific actions and strict time deadlines.
7. Copies of all written responses must 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 must 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 must 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 must be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will 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 will 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 must 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 will, 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 must 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 must 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 must be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will 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 will 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 will 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 must 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 must 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 must 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 must immediately make full written disclosure of such facts to County. Full written disclosure must 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 are on a County Reemployment List

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

Contractor must 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 must 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 will mean that Contractor will interview qualified candidates. County will refer GAIN and GROW participants by category to Contractor. Contractors must report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov and BSERVICES@opportunity.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 will 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-3), 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).

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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 will 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 will 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 must 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 must 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 must be repaid by Contractor by cash payment

upon demand. County may deduct from any payment otherwise due Contractor 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 must 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 must retain all such documentation for all covered employees for the period prescribed by law.
2. Contractor must 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. Counterparts and Electronic Signatures and 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 must comply with all applicable provisions of the Federal Fair Labor Standards Act and must 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 will 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 will 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 must 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 will 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, will 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 must 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 must 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 must certify to, and comply with, the provisions of Contractor's Equal Employment Opportunity (EEO) Certification (Form PW-7).
3. Contractor must 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 must 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 must comply with all applicable Federal and State laws and regulations to the end that no person will, 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 must 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 will 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

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violated Federal or State antidiscrimination laws or regulations will 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 will, 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 will be construed as creating any exclusive arrangement with Contractor. This Contract will 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 must 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 must immediately notify County and must immediately repay all such funds to County. Payment by County for services rendered after expiration/suspension/termination of this Contract must not constitute a waiver of County's right to recover such payment from Contractor. This provision will 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 must, within one business day, give notice thereof, including all relevant information with respect thereto, to the other party.

AA. Notice of Disputes

Contractor must 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 must notify its employees, and must 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 must 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 must 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 must 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 must in any case be sufficient notice.

DD. Publicity

Contractor must 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 will not inhibit Contractor from publicizing its role under this Contract within the following conditions:

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

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County without the prior written consent of the Contract Manager. County will 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 must 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 B, 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 must 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 will not in any way be liable or responsible for the disclosure of any such records including, without 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 must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that County, or its authorized representatives, must 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 must be kept and maintained by Contractor and must 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

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material must 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 must 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 must 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 will 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 will 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 must 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 will be paid to Contractor by County by cash payment, provided that in no event will 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 most 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, must be kept and maintained by the Contractor and must 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 must 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 must 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, must 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 will not be limited to, criminal conviction information. The fees associated with the background investigation will 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 must 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 will 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 must 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 must 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 must 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 will 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 will 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 must obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by County from each approved Subcontractor. Contractor must 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 must not be affected thereby.

KK. Waiver

No waiver by County of any breach of any provision of this Contract will 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 must 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 will 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 must notify its employees, and must 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 must 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 must 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 must 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 must 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 will 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 will 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.

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Disqualification of any member of Contractor's staff pursuant to this paragraph will 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 must be EFT or direct deposit, unless an alternative method of payment is deemed appropriate by the A-C.

Upon Contract award and at the request of the A-C and/or Public Works, the Contractor must 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 to 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 will 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, will decide whether to approve exemption requests.

QQ. Compliance with Fair Chance Employment Hiring Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952. 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/>).

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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.

SS. Contractor Independence

A Contractor or its subsidiary or Subcontractor (Contractor), is prohibited from submitting a bid or proposal in a County solicitation if the Contractor has provided advice or consultation for the solicitation. A Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision will survive the expiration, or other termination of this Agreement.

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 will 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 will 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 will 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 will 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 must:
 - 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 must 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 must be maintained by Contractor in accordance with this Exhibit B, Record Retention and Inspection/Audit Settlement.
4. If this Contract is suspended or terminated, Contractor must complete within the Director's suspension or termination date contain within the notice of suspension or termination, those items of work which are in various stages of completion, which the Director has advised the Contractor are necessary to bring the work to a timely, logical, and orderly

end. Reports, samples, and other materials prepared by Contractor under this Contract must be delivered to County upon request and must 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 will be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor must 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 must 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 will 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 must 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 will 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 will be entitled to pursue those same remedies against Contractor as it could pursue in the event of default by Contractor.
2. Contractor must immediately report any attempt by a County officer or employee to solicit such improper consideration. The report must 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 will 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 will 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, must 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 will 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 will 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 must cooperate with Public Works' forces engaged in any other activities at the jobsite. Contractor must carry out all work in a diligent manner and according to instructions of the Director.

C. Cooperation and Collateral Work

Contractor must 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, must 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 will be deemed to be a gratuitous effort by Contractor, and Contractor must have no claim against County.

F. Jobsite Safety

Contractor must 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 must provide at its expense all safeguards, safety devices, and protective equipment and must take any and all actions appropriate to providing a safe jobsite.

G. Labor

No person will 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 must be reassigned immediately and not again employed on Public Works' projects or providing services.

H. Labor Law Compliance

Contractor, its agents, and employees will be bound by and must 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 must 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, will be permitted only as authorized by and in accordance with Labor Code, Section 1815 et seq.

J. Permits/Licenses

Contractor must 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 must:

- 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 must 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 must 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 will 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 must 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 must be executed by experienced and well-trained workers. All work must be under supervision of a well-qualified supervisor. Contractor also agrees that work must be furnished in a professional manner and according to these Specifications.

O. Quantities of Work

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

Q. Storage of Materials and Equipment

Contractor must 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 must comply with all applicable laws and regulations. Contractor must maintain work area in a neat, orderly, clean, and safe manner. Contractor must 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 must be responsible for the security of any and all of Public Works/County facilities in its care. Contractor must provide protection against vandalism and accidental and malicious damage, both during working and nonworking hours.

T. 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 must 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 must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
2. Contractor must 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 will 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 must 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 must indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Appointed Officers, Agents, Employees, and Volunteers ("County Indemnitees"), 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 and/or relating to this Contract except for loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees. This indemnification also must 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

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(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 must 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 must 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, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.
 - a. Renewal Certificates must 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 must 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 must match the name of the Contractor identified as the contracting party in this

Contract. Certificates must 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), must be construed as a waiver of any of the Required Insurance provisions.

d. Certificates and copies of any required endorsements must 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 must 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 must 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 must 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 must 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 must 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

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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 must provide County with, or Contractor's insurance policies shall contain a provision that County must 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 must 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 must 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 must 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 Must Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, must be primary with respect to all other sources of coverage available to Contractor. Any County-maintained insurance or self-insurance coverage must 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 must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
9. Subcontractor Insurance Coverage Requirements: Contractor must include all Subcontractors as insureds under Contractor's own policies, or must provide County with each Subcontractor's separate evidence of

insurance coverage. Contractor must be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and must 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 must 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 must 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 must 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 must precede the effective date of this Contract. Contractor understands and agrees it must 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 must 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 must 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 must 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 must 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 must 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. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must 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 must be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board will prepare a tentative proposed decision, which must contain a recommendation

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regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and Public Works must 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 will be presented to the Board. The Board will 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 will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will 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 will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. Contractor Hearing Board will present its proposed decision and recommendation to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

E. Subcontractors of Contractor

These terms must 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 must 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 will 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 must have and adhere to a written policy that provides that its Employees must 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 must also be subject to the provisions of this Section. The provisions of this Section must be inserted into any such Subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor must have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor must 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 must 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.

B. Notice to Employees Regarding the Safely Surrendered Baby Law

Contractor must notify and provide to its employees, and must 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 available on the Internet at www.babysafela.org.

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 must 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 must be subject to the provisions of this Section. The provisions of this Section must be inserted into any such Subcontract and a copy of the Living Wage Program must 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 must 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 must have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. Contractor must 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.

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In either event, Contractor must immediately be required to commence paying the living wage and must 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 must 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" must 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 will 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 will 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 must submit to County certified monitoring reports at a frequency instructed by County. The certified monitoring reports must list all of Contractor's Employees during the reporting period. The certified monitoring reports must also verify the number of hours worked and the hourly wage rate paid for each of its Employees. All certified monitoring reports must 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 must promptly provide such information. Contractor, through one of its officers, must 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 must 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 will 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 must place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's Employees are working. Contractor must also distribute County-provided notices to each of its Employees at least once per year. Contractor must 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 will 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 will 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.

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- 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 will 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 must 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 must 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 must immediately provide a copy of the new staffing plan to County.

I. Contractor Retaliation Prohibited

Contractor and/or its Employees must 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 must 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 must demonstrate to the satisfaction of County that Contractor is complying with this requirement.

K. Neutrality in Labor Relations

Contractor must 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 must 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.

L. Employee Retention Rights

1. Contractor must offer employment to all retention employees who are qualified for such jobs. A "retention employee" is an individual who:
 - a. Is not an exempt employee under the minimum wage and maximum hour exemptions defined in the Federal Fair Labor Standards Act.
 - b. Has been employed by a Contractor under a predecessor Proposition A Contract or a predecessor cafeteria services Contract with County for at least six months prior to the date of this new Contract, which predecessor Contract was terminated by County prior to its expiration.
 - c. Is or will be terminated from his or her employment as a result of County entering into this new Contract.
2. Contractor is not required to hire a retention employee who:
 - a. Has been convicted of a crime related to the job or his or her performance; or
 - b. Fails to meet any other County requirement for employees of a Contractor.

Contractor must not terminate a retention employee for the first 90 days of employment under this Contract, except for cause. Thereafter, Contractor may retain a retention employee on the same terms and conditions as Contractor's other employees.

SECTION 10

SOCIAL ENTERPRISE PREFERENCE PROGRAM

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

Contractor must 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 must 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 must:

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 will 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 must 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 must 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, must:
 - 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 must 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 must 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 must 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, must:
 - 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 will 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, will 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 will 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. 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 County Department of 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 must comply with the requirements of Section 1812 of the Labor Code. The Contractor must 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

Water Truck Services
(BRC0000430)

The Contractor must comply with the provisions of Section 1773.2 of the Labor Code. The Contractor must 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

Water Truck Services
(BRC0000430)

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."

D. Certified Payroll Records

The Contractor must 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.



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2021)

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 Certificate.

Note: You are encouraged to notify each employee whose wages for 2021 are less than \$57,414 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, 2022.

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. Or you can go to 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 Forms 1040 and 1040-SR.

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2021 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 2021 and owes no tax but is eligible for a credit of \$800, he or she must file a 2021 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



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.

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

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, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCIA 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.



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 will 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
A. SCOPE OF WORK 1. Fines by Regulatory and Governmental Agencies 2. Violation of the National Pollutant Discharge Elimination System	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. Discharge of debris into storm drains and/or gutter.	\$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. \$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 <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
B. REPORTS/DOCUMENTATIONS 1. Special Reports	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	
C. EMPLOYEES 1. Contractor's Employee Criminal Background Investigation	As applicable, prior to the start of the contract and continuation of the contract, the contractor must certify all employees who are in a designated sensitive	\$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	

*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 will 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
	<p>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 are not certified must be immediately removed.</p>			
2. Staffing	<p>Staffing levels are equal or exceed contract requirements.</p>	\$50 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Maintain Knowledge of Safety Requirements	<p>Understands the standards for safe practices related to the work.</p>	\$50 per employee, per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
D. SUPERVISOR/MANAGERS				
1. Change in Project Manager	<p>Contractor must notify the County in writing of any change in name or address of the Project Manager.</p>	\$50 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Respond to Complaints, Requests, and Discrepancies.	<p>Respond within the time frame outlined in the Contract.</p>	\$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	

*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 will 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
3. Competent Supervisory Staff	Responsiveness to complaints and requests, maintain good work records, and acceptable level of service.	\$50 per day; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. 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	
5. Project Safety Official	Project Safety Official who must be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices.	\$100 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6. Supervisors speak, read, write, and understand English	On-site supervisor can communicate in English with County Contract Manager.	\$50 per day for use of non-English-speaking supervisor; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
E. CONTRACT ADMINISTRATION				
1. Insurance Certifications	Certifications submitted before implementation of contract and on a timely basis thereafter.	\$100 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. License and Certification	All license and certifications required to perform the work, if any.	\$100 per day; possible suspension; possible termination for default of contract.	<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 will 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
3. Assignment and Delegation	Contractor must 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	
4. Safety Requirements	Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA).	\$200 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.

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*	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
	Sun	Mon	Tues	Wed	Thur	Fri	Sat
Date	_____	_____	_____	_____	_____	_____	_____

DEPARTMENT USE ONLY

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

Spadaro Enterprises, Inc.

42612 8th Street West
Lancaster, CA 93534
661-940-1914

Melissa Keyes, CEO/President
Proposer for

County of Los Angeles
Department of Public Works

WATER TRUCK
SERVICES FOR NORTH
COUNTY GROUPS
(BRC0000430)

10/28/2023

Table of Contents Water Truck Services for North County Groups (BRC0000430)

1. Title page
2. Table of Contents
3. Letter of Transmittal
4. Support Documents Corporations
 - Certificate of Good Standing California
 - Statement by Domestic Stock Corporation
 - Statement of Information
5. Experience
6. Work Plan
7. Quality Assurance Program
 - a. Policies and Procedures – Quality control procedures
 - b. Inspection Fundamentals – Form samples
 - Daily Vehicle Inspection DVIR Form CHP Monthly Vehicle Inspection Form
 - c. Quality Control Documentation, Review, and Reporting
8. Equipment
9. Subcontractors
 - Subcontractors are not allowed for this service.
10. Financial Resources
 - Financial statements 2019, 2020, 2021
11. Licenses and Certifications
 - Copies of the Employees State of California A, B CDL License with Tank endorsement TN or N
12. Insurance
 - Affirmation, acknowledging that the Proposer will comply with all Insurance provisions
13. Record Keeping
14. Forms List
- 15 Living wage Application for Exemption Part time workers

16 Additional Information

17. Fuel Cost Adjustment

PW-1 Proposer's Organization Questionnaire/Affidavit

PW-2 Schedule of Prices

PW 2A

PW 2B

PW-3 Certification of Compliance

PW-4 Contractor's Industrial Safety Record

PW-5 Request for Preference Consideration

PW-6 Proposer's Reference List

PW-7 Proposer's Equal Employment Opportunity Certification

PW-8 [This Form Intentionally Left Blank]

PW-9 Proposer's Debarment History and List of Terminated Contracts

PW-10 Community Business Enterprise (CBE) Information

PW-11 Solicitation Requirements Review Request

PW-12 Proposer's Pending Litigations and Judgments

PW-13 Proposer's Insurance Compliance Affirmation

PW-14 Statement of Equipment Form

PW-15 Compliance with the Minimum Requirements

PW-16 SB 1439 Questionnaire

Declaration for Water Truck Services for North County Groups (BRC0000430)

LIVING WAGE FORMS

LW-8 Staffing Plan and Cost Methodology

8a, 8b

LW-9 Wage and Hour Record Keeping for Living Wage Contracts

3.

LETTER OF TRANSMITTAL

Statement of

Understanding;

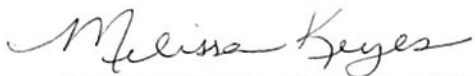
To provide Water Truck Service for BRC0000430 in support of Department of Public works Road Maintenance operations for LA County DPW Group A Yards 523, 526, 551 and Group B DPW yards 555, 557, 558 within the mapped North LA County boundaries Services include but not limited to Dust Control, Drain cleaning, Cleaning road rights of ways, dust abatement and fire watch during weed abatement, dirt compaction and water truck tender services.

Authorized individual(s) to make representations:

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

generaloffice@spadaroinc.com

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



Melissa Keyes, President/CEO
Spadaro Enterprises, Inc.

Date: 10/28/2023

4. SUPPORT DOCUMENTS FOR CORPORATIONS

Certificate of Good Standing (attached)

Statement of Domestic Stock Corporation (attached)

Statement of Information 11.05.23 (attached)

<i>Initial Filing Date</i>	10/23/2001
<i>Status</i>	Active
<i>Standing - SOS</i>	Good
<i>Standing - FTB</i>	Good
<i>Standing - Agent</i>	Good
<i>Standing - VCFCF</i>	Good
<i>Formed In</i>	CALIFORNIA
<i>Entity Type</i>	Stock Corporation - CA - General
<i>Principal Address</i>	42612 8TH STREET WEST LANCASTER, CA 93534
<i>Mailing Address</i>	42612 8TH STREET WEST LANCASTER, CA 93534
<i>Statement of Info Due Date</i>	10/31/2024
<i>Agent</i>	Individual MELISSA KEYES 42612 8TH STREET WEST LANCASTER, CA 93534



Secretary of State Certificate of Status

I, SHIRLEY N. WEBER, PH.D., California Secretary of State, hereby certify:

Entity Name: SPADARO ENTERPRISES, INC.
Entity No.:
Registration Date: 10/23/2001
Entity Type: Stock Corporation - CA - General
Formed In: CALIFORNIA
Status: Active

The above referenced entity is active on the Secretary of State's records and is authorized to exercise all its powers, rights and privileges in California.

This certificate relates to the status of the entity on the Secretary of State's records as of the date of this certificate and does not reflect documents that are pending review or other events that may impact status.

No information is available from this office regarding the financial condition, status of licenses, if any, 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 November 05, 2023.

SHIRLEY N. WEBER, PH.D.
Secretary of State

Certificate No.: 157020314

To verify the issuance of this Certificate, use the Certificate No. above with the Secretary of State Certification Verification Search available at bizfileOnline.sos.ca.gov.



157020314

B2233-3137 11/05/2023 7:25 PM Received by California Secretary of State



STATE OF CALIFORNIA
Office of the Secretary of State
BUSINESS ENTITIES ORDERS

California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 653-3516

Entity Details	
Entity Name	SPADARO ENTERPRISES, INC.
Entity No.	
Registration Date	10/23/2001
Entity Type	Stock Corporation - CA - General
Formed In	CALIFORNIA
Entity Status	Active
Request Type	
Request Type	Certificate Of Status



BA20231695562

B2233-3070 11/05/2023 7:17 PM Received by California Secretary of State



STATE OF CALIFORNIA
Office of the Secretary of State
STATEMENT OF INFORMATION
CORPORATION

California Secretary of State
 1500 11th Street
 Sacramento, California 95814
 (916) 653-3516

For Office Use Only

-FILED-

File No.: BA20231695562

Date Filed: 11/5/2023

Entity Details			
Corporation Name	SPADARO ENTERPRISES, INC.		
Entity No.			
Formed In	CALIFORNIA		
Street Address of Principal Office of Corporation			
Principal Address	42612 8TH STREET WEST LANCASTER, CA 93534		
Mailing Address of Corporation			
Mailing Address	42612 8TH STREET WEST LANCASTER, CA 93534		
Attention			
Street Address of California Office of Corporation			
Street Address of California Office	42612 8TH STREET WEST LANCASTER, CA 93534		
Officers			
Officer Name	Officer Address	Position(s)	
MELISSA KEYES	42612 8TH STREET WEST LANCASTER, CA 93534	Chief Executive Officer, Secretary, Chief Financial Officer	
Additional Officers			
Officer Name	Officer Address	Position	Stated Position
None Entered			
Directors			
Director Name	Director Address		
MELISSA KEYES	42612 8TH STREET WEST LANCASTER, CA 93534		
The number of vacancies on Board of Directors is: 0			
Agent for Service of Process			
Agent Name	MELISSA KEYES		
Agent Address	42612 8TH STREET WEST LANCASTER, CA 93534		
Type of Business			
Type of Business	WATER TRUCKING STREET SWEEPING LIMO TRANSPORT		
Email Notifications			
Opt-in Email Notifications	Yes, I opt-in to receive entity notifications via email.		
Labor Judgment			
No Officer or Director of this Corporation has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.			

Electronic Signature

By signing, I affirm that the information herein is true and correct and that I am authorized by California law to sign.

Melissa Keyes

Signature

11/05/2023

Date

5.1 EXPERIENCE

Background:

With over 28 years of experience in the Antelope Valley, our company has established itself as a trusted provider of water truck services. Our extensive experience and solid track record make us the current contractor for Water Truck Service to Los Angeles County DPW since 2009, with an impeccable 14-year incident-free history.

We are proud to have a strong presence in North LA County, providing five full-time water trucks for a range of services. These include compaction, dust control, fire watch for weed abatement, and flushing storm drains for DPW road operations. Our operations span across multiple yards in Castaic, Mint, Quartz Hill, Littlerock, and Lake LA.

In addition to our work with Los Angeles County DPW, our expertise extends to partnering with General Contractors on new and repair highway construction projects, commercial developments, and military bases. We have built a solid reputation throughout Southern California, working with contractors in Los Angeles, Kern, and San Bernardino Counties.

Our commitment to excellence has led us to establish long-standing relationships with various developers and contractors who continuously rely on our services. Many of our clients have been with us for two decades, and we currently service 20 job sites in the Antelope Valley and Santa Clarita area.

Some of the notable builders we are proud to be currently working with include KB Homes, Lennar Homes, Pacific Communities, Beazer Homes, K Hovnanian, and Oakridge Landscape.

When you choose our company, you can expect professionalism, a wealth of experience, and dedication to delivering exceptional results. Our team is committed to meeting and exceeding your expectations, and we look forward to continuing to fulfill your water truck service needs with efficiency and reliability.

5.2 EXPERIENCE

ORGANIZATION:

SPADARO ENTERPRISES, INC. ORGANIZATIONAL CHART:

Melissa Keyes, CEO/President

Brian Keyes, Director of Operations

John Wood Site Supervisor

Jim Spadaro Quality Assurance

Susan Steelman, Accounts Manager Payroll

Nick Stasinis Mechanic

Operators:

Group A

Leonard Hurst

Robert Walker

Ezra Jimenez

Group B

DeAndre Rutherford

Nelson Alvarado

Jeffrey Logan

Alternate/Rover Drivers:

Keith Kayser

James Despain

5.3 EXPERIENCE

Spadaro Enterprises, Inc. Established 1989 Incorporated 2001

- CA Office of Small Business Certification
- Los Angeles County Certified Local SBE WMBE
- State of California DIR Prevailing wage –
- Suppliers Clearinghouse WMBE Certificate

Minimum Mandatory Requirements

Spadaro Enterprises Inc

22 years in Business providing Water truck services
Current DPW Water truck Contract Holder since 2009 14 years
LA County Water Truck experience incident free for 14 years

Melissa Keyes President CEO has 20 years experience exceeds the minimum mandatory requirement of three years experience

Brian Keyes, Operations Director has 25 years' experience exceeds the minimum mandatory requirement of three years

Jim Spadaro Quality Assurance 28 years Spadaro Enterprises and 45 years overall construction experience

Susan Steelman Payroll LWO reporting 37 years office manager 10 years certified payroll experience

John Wood Site Supervisor 23 years experience exceeds the minimum mandatory requirement of three years

Nick Stasinis Mechanic 18 years Truck and Heavy equipment repair

All Water Truck Operators exceed the minimum requirement of Three years experience performing all aspects of Water Trucking

Group A

- Robert Walker 25 Yrs Exp 12 yrs at LA County DPW 523
- Leonard Hurst 25 Yrs Exp 3 yrs at LA County DPW 526
- Ezra Jimenez 15 Yrs Exp 3 yrs at LA County DPW 551

Group B

- DeAndre Rutherford 25 yrs exp 12 yrs at LA County DPW 558
- Jeffrey Logan 24 Yrs Exp 9 yrs at LA County DPW 551
- Nelson Alvarado 20 years Water Truck Experience

Alternates

- James Despain 35 years Water truck Experience
- Keith Kayser 28 years Water Truck Experience

Contractor Information

Legal Entity Name
SPADARO ENTERPRISES, INC.

Legal Entity Type
Corporation

Status
Active

Registration Number

Registration effective date
7/1/2023

Registration expiration date
6/30/2026

Mailing Address
42612 8TH STREET, WEST LANCASTER 93534 CA United States of A...

Physical Address
42612 8TH STREET, WEST LANCASTER 93534 CA United States of A...

Email Address

Trade Name/DBA
S&S SWEEPING & WATER TRUCKS

License Number(s)

Registration History

Effective Date	Expiration Date
6/26/2018	6/30/2019
6/8/2017	6/30/2018
5/19/2016	6/30/2017
12/18/2015	6/30/2016
7/1/2019	6/30/2020
7/1/2020	6/30/2023
7/1/2023	6/30/2026

Legal Entity Information

Corporation Number:
Federal Employment Identification Number:

President Name: Melissa Keyes
Vice President Name: Melissa Keyes
Treasurer Name: Melissa Keyes
Secretary Name: Melissa Keyes
CEO Name: Melissa Keyes

Agent of Service Name: Melissa Keyes
Agent of Service Mailing Address: 42612 8th Street, West Lancaster 93534 CA United States of America

5.5 EXPERIENCE

Roles/Resumes, Principal

Melissa Keyes, CEO/President
42612 8th St. West
Lancaster, Ca 93534
661.609.9533

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 12/2024

Skills:

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

5.6 EXPERIENCE

Roles/Resumes, Manager Employees

Brian Keyes,
Director of Operations & Safety Manager
42612 8th St West
Lancaster, Ca 93534
661.645.6059

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. Coordinating Employees and Vehicle operations

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,

2013 to 2017 Self Employed Business Operations Consultant Training Safety

2011-2012 Lifestream
Director Recruitment Scheduling Operations Vehicle mobile and fixed base operations

1997 - 2011
American Red Cross Blood Services Pomona CA
Associate Director Oversight of 160 employees and Daily Operations 15 fixed locations and 36 mobile operations

Education: LAC /USC 1996 Los Angeles CA

5.7 EXPERIENCE

Roles/Resumes, Manager Employees

James R. Spadaro, Quality Assurance Director/Safety Manager

Employment History:

May 1, 2017 to Pres Quality Assurance Spadaro Enterprises Inc

October 1990 – May 1, 2017

Owner/President of S&S Sweeping, Incorporated in 2001 to Spadaro Enterprises, Inc. 28 years experience

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, Geneses 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 CEO 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

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

Susan Steelman

Employment History:

12/2011 to Present	Spadaro Enterprises, Inc., Lancaster, CA Office Manager
3/2005 to 12/2011	Spadaro Enterprises, Inc, 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 payroll reports with Los Angeles County Water Truck Contract(s). 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-18.1)
Roles/Resumes, Manager Employees

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

661-400-8576

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

Site Supervisor; 24 years' experience managing employees, in house and out
in the field.

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

5.10 EXPERIENCE

Additional information

Staff Water Truck Operators Information

Group A

Robert Walker – CA DL – Class A End: TN, Water Truck Driver. Currently, working the Los Angeles County – DPW location Mint Canyon 523 and various other DPW locations for over 12 years . 25 years Water Truck and Heavy equipment operator experience.

Leonard Hurst CA DL · Class AM1 End: TN. Water Truck Driver. 25 years Water Truck and Heavy equipment operator experience. Currently Water Truck Operator working the Los Angeles County DPW Castaic location 526 location for last 3 years

Ezra Jimenez- Class B End: PSN Water Truck Driver 15 years Water Truck, CDL operator experience. Currently Operating a water truck at the Los Angeles County DPW Quartz Hill 551 for 3 years

Group B

DeAndre Rutherford – CA DL · Class A End: TN, Water Truck Driver. Currently, working the Los Angeles County – DPW location 558 Little Rock over 12 years. 25 years Water Truck experience.

Jeffrey Logan – CA DL - Class A End: TN. Water Truck Driver. 24 years Water Truck operator experience. Currently Water Truck Operator working the Los Angeles County DPW location 555 location 9 years

Nelson Alvarado – CA DL – Class A End: TN, Water Truck Driver. Performs various water truck jobs Antelope Valley locations. Has 20 years Water Truck operator experience.

Alternate

Keith Kayser – CA DL · Class A 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 28 years Water truck and Street sweeper driver experience.

Alternate

James Despain – CA DL – Class A End: TN, Water Truck Driver. Currently working various Water Truck jobs and is an alternate for Los Angeles County Department of Public Works DPW locations. He has 35+ years Water truck driver and Heavy equipment operator 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 BRC0000430 shall be in effect.

These wages shall reflect the standard Teamster's Classification (Journeyman), 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, \$70.46/hour
- Overtime (daily 1.5 x rate) 8.0 to 12.0 hours per day, \$91.725/hour
- Saturday (1.5 x rate) up to 8.0 hours per day, \$91.725/hour
- Sunday/Holiday (2 x rate) up to 8.0 hours per day, \$111.07/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.

Determination letter attached July 1 2024 \$3.30 raise shall be effective

Water Truck Operators "Staffing Plan" (included).

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

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 On site Supervisor and effective at managing vehicles 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.

Nick Stasinis is our on site Vehicle Mechanic taking care of our maintenance and repairs and documenting monthly vehicle inspections

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 for that month of service.

All Vehicles are equipped with on board GPS DVR drive cameras by Samsara. Video is front and rear driver facing.

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.

Entity Type:	CARRIER		
Operating Status:	ACTIVE	Out of Service Date:	None
Legal Name:	SPADARO ENTERPRISES INC		
DBA Name:	DESERT STAR LIMOUSINE		
Physical Address:	42612 8TH ST W LANCASTER, CA 93534		
Phone:	(661) 940-1914		
Mailing Address:	42612 8TH ST W LANCASTER, CA 93534		
USDOT Number:	2734420	State Carrier ID Number:	
MC/MX/FF Number(s):		DUNS Number:	12-977-2641
Power Units:	7	Drivers:	5
MCS-150 Form Date:	07/13/2022	MCS-150 Mileage (Year):	10,000 (2022)
Operation Classification:			
<input checked="" type="checkbox"/> Auth. For Hire	<input type="checkbox"/> Priv. Pass.(Non-business)	<input type="checkbox"/> State Gov't	
<input type="checkbox"/> Exempt For Hire	<input type="checkbox"/> Migrant	<input type="checkbox"/> Local Gov't	
<input type="checkbox"/> Private(Property)	<input type="checkbox"/> U.S. Mail	<input type="checkbox"/> Indian Nation	
<input checked="" type="checkbox"/> Priv. Pass. (Business)	<input type="checkbox"/> Fed. Gov't		
Carrier Operation:			
<input type="checkbox"/> Interstate	<input type="checkbox"/> Intrastate Only (HM)	<input checked="" type="checkbox"/> Intrastate Only (Non-HM)	
Cargo Carried:			
<input type="checkbox"/> General Freight	<input type="checkbox"/> Liquids/Gases	<input type="checkbox"/> Chemicals	
<input type="checkbox"/> Household Goods	<input type="checkbox"/> Intermodal Cont.	<input type="checkbox"/> Commodities Dry Bulk	
<input type="checkbox"/> Metal: sheets, coils, rolls	<input checked="" type="checkbox"/> Passengers	<input type="checkbox"/> Refrigerated Food	
<input type="checkbox"/> Motor Vehicles	<input type="checkbox"/> Oilfield Equipment	<input type="checkbox"/> Beverages	
<input type="checkbox"/> Drive/Tow away	<input type="checkbox"/> Livestock	<input type="checkbox"/> Paper Products	
<input type="checkbox"/> Logs, Poles, Beams, Lumber	<input type="checkbox"/> Grain, Feed, Hay	<input type="checkbox"/> Utilities	
<input type="checkbox"/> Building Materials	<input type="checkbox"/> Coal/Coke	<input type="checkbox"/> Agricultural/Farm Supplies	
<input type="checkbox"/> Mobile Homes	<input type="checkbox"/> Meat	<input type="checkbox"/> Construction	
<input type="checkbox"/> Machinery, Large Objects	<input type="checkbox"/> Garbage/Refuse	<input type="checkbox"/> Water Well	
<input type="checkbox"/> Fresh Produce	<input type="checkbox"/> US Mail		

ID/Operations | Inspections/Crashes In US | Inspections/Crashes In Canada | Safety Rating

US Inspection results for 24 months prior to: 11/06/2023

Total Inspections: 6
Total IEP Inspections: 0

Note: Total inspections may be less than the sum of vehicle, driver, and hazmat inspections. Go to [Inspections Help](#) for further information.

Inspections:

Inspection Type	Vehicle	Driver	Hazmat	IEP
Inspections	6	0	0	0
Out of Service	0	0	0	0
Out of Service %	0%	%	%	0%
Nat'l Average % as of DATE 10/27/2023*	22.26%	6.67%	4.44%	N/A

*OOS rates calculated based on the most recent 24 months of inspection data per the latest monthly SAFER Snapshot.

Crashes reported to FMCSA by states for 24 months prior to: 11/06/2023

Note: Crashes listed represent a motor carrier's involvement in reportable crashes, without any determination as to responsibility.

Crashes:

Type	Fatal	Injury	Tow	Total
Crashes	0	0	0	0

ID/Operations | Inspections/Crashes In US | Inspections/Crashes In Canada | Safety Rating**Canadian Inspection results for 24 months prior to: 11/06/2023**

Total inspections: 0

Note: Total inspections may be less than the sum of vehicle and driver inspections. Go to [Inspections Help](#) for further information.

Inspections:

Inspection Type	Vehicle	Driver
Inspections	0	0
Out of Service	0	0
Out of Service %	0%	0%

Crashes results for 24 months prior to: 11/06/2023

Note: Crashes listed represent a motor carrier's involvement in reportable crashes, without any determination as to responsibility.

Crashes:

Type	Fatal	Injury	Tow	Total
Crashes	0	0	0	0

ID/Operations | Inspections/Crashes In US | Inspections/Crashes In Canada | Safety Rating

MAINTENANCE & SAFETY INSPECTION

CHP 108A (Rev. 7-05) OPI 062

* Inspection of these items meet the minimum requirements of 34505 CVC

YEAR	MAKE	LICENSE NUMBER	UNIT NUMBER	JAN		FEB		MAR		APR		MAY		JUN		JUL		AUG		SEP		OCT		NOV		DEC		
				MILEAGE	OK DEF	MILEAGE	OK DEF	MILEAGE	OK DEF	MILEAGE	OK DEF	MILEAGE	OK DEF	MILEAGE	OK DEF	MILEAGE	OK DEF	MILEAGE	OK DEF	MILEAGE	OK DEF	MILEAGE	OK DEF	MILEAGE	OK DEF	MILEAGE	OK DEF	MILEAGE
1.	Fire extinguisher, first aid kit, and reflective warning devices																											
2.	Horn, defroster, gauges, odometer, and speedometer																											
3.	Driver seat, passenger seats, padding, interior, and floor condition																											
4.	Windshield wipers, windows, mirrors, and supports																											
5.	All interior and exterior lights, signals, reflectors																											
6.	Electrical wiring-condition and protection																											
7.	Batteries-water level, terminals, and cables																											
8.	Warning devices-air, oil, temperature, exit, and/or vacuum																											
9.	Heaters, defrosters, switches, and vents																											
10.	Doors, exterior, paint, and marking																											
11.	Radiator and water hoses-coolant level, condition, and/or leaks																											
12.	Belts-compressor, fan, water, and/or alternator																											
13.	Air hoses and tubing-leaks, condition, and/or protection																											
14.	Fuel system-tank, hoses, tubing, and/or pump-leaks																											
15.	Exhaust system, manifolds, piping, muffler-leaks and/or condition																											
16.	Engine-mounting, excessive grease and/or oil																											
17.	Clutch adjustment-free play																											
18.	Air filter, throttle linkage																											
19.	Starting and charging system																											
20.	Hydraulic brake system-adjustment, components, and/or condition																											
21.	Hydraulic master cylinder-level, leaks, and/or condition																											
22.	Hoses and tubing-condition, protection																											
23.	Air brake system-adjustment, compartments, and/or condition																											
24.	1 minute air or vacuum loss test																											
25.	Air compressor governor-cut in and cut out pressure (85-130)																											
26.	Primary air tank-drain and test function of check valve																											
27.	Other air tanks-drain and check for contamination																											
28.	Tires-tread depth, inflation, condition																											
29.	Wheels, lug nuts, and studs-cracks, looseness, and/or condition																											
30.	Parking brake-able to hold the vehicle																											
31.	Emergency stopping system-labeled, operative																											
32.	Brakes do not release after complete loss of service air																											
33.	Steering system-mounting, free lash and components																											
34.	Steering arms, drag links, and/or the rod ends																											
35.	Suspension system-springs, shackles, u-bolts, and/or torque rods																											
36.	Frame and cross members-cracks and/or condition																											
37.	Drive shaft, universal joints, and/or guards																											
38.	Transmission and differential-mounting, leaks, and/or condition																											
39.	Wheel seals-leaks and/or condition																											
40.	Under carriage-clean and secure																											

SIGNATURES OF INSPECTORS

JANUARY INSPECTION	FEBRUARY INSPECTION	MARCH INSPECTION	APRIL INSPECTION
DATE	DATE	DATE	DATE
MAY INSPECTION	JUNE INSPECTION	JULY INSPECTION	AUGUST INSPECTION
DATE	DATE	DATE	DATE
SEPTEMBER INSPECTION	OCTOBER INSPECTION	NOVEMBER INSPECTION	DECEMBER INSPECTION
DATE	DATE	DATE	DATE

yes
 section
 trailer or
 roadway-
 carrier
 motor
 modal
 e driver
 icle is in
 vehicle
 36.11(a)
 tige that
 there is
 itis have
 jitement
 a towed
 vehicle

DRIVER'S VEHICLE INSPECTION REPORT

AS REQUIRED BY THE D.O.T. FEDERAL MOTOR CARRIER SAFETY REGULATIONS

CARRIER: _____

ADDRESS: _____

DATE: _____ TIME: _____ A.M. _____ P.M.
CHECK ANY DEFECTIVE ITEM AND GIVE DETAILS UNDER "REMARKS"

TRACTOR/
 TRUCK NO. _____ ODOMETER READING _____

- | | | |
|---|---------------------------------------|--|
| <input type="checkbox"/> Air Compressor | <input type="checkbox"/> Front Axle | <input type="checkbox"/> Safety Equipment |
| <input type="checkbox"/> Air Lines | <input type="checkbox"/> Fuel Tanks | Fire Extinguisher |
| <input type="checkbox"/> Battery | <input type="checkbox"/> Horn | Flags/Flares/Fusees |
| <input type="checkbox"/> Belts and Hoses | <input type="checkbox"/> Lights | Reflective Triangles |
| <input type="checkbox"/> Body | Head/Stop | Spare Bulbs and Fuses |
| <input type="checkbox"/> Brake Accessories | Tail/Dash | Spare Seal Beam |
| <input type="checkbox"/> Brakes, Parking | Turn Indicators | <input type="checkbox"/> Starter |
| <input type="checkbox"/> Brakes, Service | Clearance/Marker | <input type="checkbox"/> Steering |
| <input type="checkbox"/> Clutch | <input type="checkbox"/> Mirrors | <input type="checkbox"/> Suspension System |
| <input type="checkbox"/> Coupling Devices | <input type="checkbox"/> Muffler | <input type="checkbox"/> Tire Chains |
| <input type="checkbox"/> Defroster/Heater | <input type="checkbox"/> Oil Pressure | <input type="checkbox"/> Tires |
| <input type="checkbox"/> Drive Line | <input type="checkbox"/> Radiator | <input type="checkbox"/> Transmission |
| <input type="checkbox"/> Engine | <input type="checkbox"/> Rear End | <input type="checkbox"/> Trip Recorder |
| <input type="checkbox"/> Exhaust | <input type="checkbox"/> Reflectors | <input type="checkbox"/> Wheels and Rims |
| <input type="checkbox"/> Fifth Wheel | | <input type="checkbox"/> Windows |
| <input type="checkbox"/> Fluid Levels | | <input type="checkbox"/> Windshield Wipers |
| <input type="checkbox"/> Frame and Assembly | | <input type="checkbox"/> Other |

TRAILER(S) NO.(S) _____

- | | | |
|--|---|--|
| <input type="checkbox"/> Brake Connections | <input type="checkbox"/> Hitch | <input type="checkbox"/> Suspension System |
| <input type="checkbox"/> Brakes | <input type="checkbox"/> Landing Gear | <input type="checkbox"/> Tarpaulin |
| <input type="checkbox"/> Coupling Devices | <input type="checkbox"/> Lights - All | <input type="checkbox"/> Tires |
| <input type="checkbox"/> Coupling (King) Pin | <input type="checkbox"/> Reflectors/Reflective Tape | <input type="checkbox"/> Wheels and Rims |
| <input type="checkbox"/> Doors | <input type="checkbox"/> Roof | <input type="checkbox"/> Other |

Remarks: _____

CONDITION OF THE ABOVE VEHICLE IS SATISFACTORY

DRIVER'S SIGNATURE: _____

ABOVE DEFECTS CORRECTED

ABOVE DEFECTS NEED NOT BE CORRECTED FOR SAFE OPERATION OF VEHICLE

MECHANIC'S SIGNATURE: _____ DATE: _____

DRIVER'S SIGNATURE: _____ DATE: _____

ORIGINAL

8. EQUIPMENT (PW-20)

Vehicle List

Just Purchased Two Trucks, New 2021 Peterbilt and a 2017 Freightliner Truck 48 and 49 awaiting DMV paperwork. Invoice and Insurance card attached

Affirmation of Compliance: All Trucks

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
8. Quick connect fittings and interchangeable spray nozzles

All of the 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 0246231 is displayed on each vehicle both right- and left-hand side.

All CHP BIT Terminal inspections have passed as Satisfactory
Federal DOT Safer rating attached

YEAR	Trk #	MAKE/MODEL	VIN:
2001	39	Peterbilt	
2008	40	Sterling	
2008	42	Int'l CAT I	
2008	43	Int'l Cummings	
2008	44	Int'l CAT II	
2009	45	International	
2015	46	Freightliner	
2015	47	Freightliner	
2017	48	Freightliner	
2021	49	Perterbilt	

FOLD TOP AND BOTTOM OF CARD ON PERFORATION

State Farm CALIFORNIA INSURANCE CARD

State Farm Mutual Automobile Insurance Company
 PO Box 2368 Bloomington IL 61702-2368
 INSURED SPADARO ENTERPRISES INC
 42612 8TH ST W
 LANCASTER CA 93534-7104

MUTL VOL

POLICY NUMBER 694 6232-D27-75L EFFECTIVE
 YR 2001 MAKE PETERBILT AUG 02 2022 TO OCT 27 2023
 MODEL 330 VIN
 AGENT TONY FREEMAN ADJ-E-ACE
 PHONE (909)942-6464

COVERAGE PROVIDED BY THE POLICY MEETS THE MINIMUM LIABILITY LIMITS
 PRESCRIBED BY LAW, AND IS A COMMERCIAL OR FLEET VEHICLE.
 COVERAGES A C U I
 SEE REVERSE SIDE FOR AN EXPLANATION.

0101-ST-4-U-9082

#39

08798/08775

141665.2 01-12-2018 (o1pcca1c)

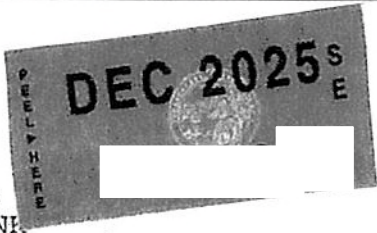
KEEP A COPY
 SUBMIT THIS CARD, OR A PHOTOCOPY OF THIS CARD
 KEEP YOUR CURRENT CARD UNTIL

*** IDENTIFICATION CARD ***

MAKE PTRB SPECIAL VEHICLE

BODY TYPE MODEL MO TYPE VEHICLE USE
 WATRTA BJ WATER TANK

DATE ISSUED CC/ALCO DT FEE RECVD PIC
 10/27/20 19 10/27/20 1



EXPIRES: 12/31/2025

TYPE LIC
E2

VEHICLE ID NUMBER

PR EXP DATE: 12/31/2020

REGISTERED OWNER

SPADARO ENTERPRISE INC
42612 8TH ST W

LANCASTER CA 93534

AMOUNT PAID
\$ 27.00

AMOUNT DUE \$ 27.00

AMOUNT RECVD
 CASH :
 CHCK : 27.00
 CRDT :

SELLER'S SIGNATURE _____

DATE SOLD ____/____/____

CARRY THIS DOCUMENT OR
 A COPY WHEN
 OPERATING THIS VEHICLE

IDENTIFICATION CARD

EXPIRES: 12/31/2025

MAKE
STERL SPECIAL VEHICLE
BODY TYPE MODEL NO TYPE VEHICLE USE
WATRTA BJ WATER TANK
DATE ISSUED CC/ALCO DT FEE RECVD PIC
10/27/20 19 10/27/20 1

TYPE VEH: 09Z
TYPE LIC: E2
LICENSE NUMBER: SE615760
VEHICLE ID NUMBER

PR EXP DATE: 12/31/2020

REGISTERED OWNER
SPADARO ENT INC
42612 8TH ST WEST

AMOUNT PAID
\$ 27.00

LANCASTER
CA 93534

AMOUNT DUE \$ 27.00
AMOUNT RECVD
CASH :
CHCK : 27.00
CRDT :

440

CARRY THIS DOCUMENT OR
A COPY WHEN
OPERATING THIS VEHICLE

SELLER'S
SIGNATURE _____

DATE SOLD ___/___/___

H00 595 DN 0002700 0021 CS H00 102720 E2 SE615760 436

TL: E2 LIC#: SE615760 VIN: 436 FC: S

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

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

IF THIS VEHICLE IS DESTROYED OR THE NOTICE BELOW. THE BUYER PERSON, YOU MUST COMPLETE WITHIN TEN DAYS AFTER THE VEHICLE. (SEC. 5017)

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

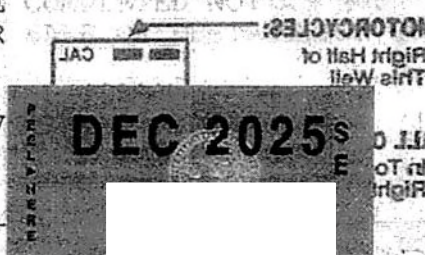
PURCHASER'S NAME _____ (FIRST) _____ (MIDDLE)

ADDRESS _____

CITY _____ STATE _____

SELLER'S SIGNATURE _____ DATE SOLD ___/___/___

MAIL COMPLETED NOTICE TO:
DEPARTMENT OF MOTOR VEHICLES
P.O. BOX 942869
SACRAMENTO, CA 94269-0001



IMPORTANT - IDENTIFICATION STATE

FOLD TOP AND BOTTOM OF CARD ON PERFORATION



CALIFORNIA INSURANCE CARD

State Farm Mutual Automobile Insurance Company
PO Box 2368 Bloomington IL 61702-2368
INSURED SPADARO ENTERPRISES INC DBA
S&S SWEEPING AND WATER TRUCKS
42612 8TH ST W
LANCASTER CA 93534-7104

MUTL VOL

POLICY NUMBER 686 8797-D09-75J EFFECTIVE
YR 2008 MAKE INTL AUG 02 2023 TO OCT 09 2024

MODEL 7600 AGENT TONY FREEMAN z01E-ACE

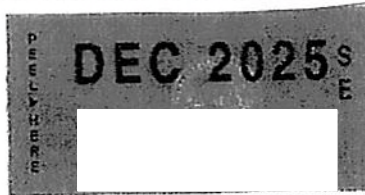
PHONE (909)942-6464
COVERAGE PROVIDED BY THE POLICER AND IS A COMMERCIAL OR FLEET VEHICLE.
PRESCRIBED BY LAW, AND IS A COMMERCIAL OR FLEET VEHICLE.
COVERAGES A C U UT
SEE REVERSE SIDE FOR AN EXPLANATION.

0101-ST-4-U-80082

KEEP A CAR
SUBMIT THIS CARD, OR A PHOTOCOPY OF THIS CARD
KEEP YOUR CURRENT CARD UNTIL

08800/08777

141666.2 01-12-2018 (01pcca1c)



Water Truck #42

IDENTIFICATION CARD

EXPIRES: 12/31/2025

MAKE INTL SPECIAL VEHICLE TYPE VEH 09Z TYPE LIC E2 LICENSE NUMBER SE523074
BODY TYPE MODEL MO TYPE VEHICLE USE
WATRTA BK WATER TANK
DATE ISSUED CC/ALCO DT FEE RECVD PIC
11/24/20 19 11/24/20 1

PR EXP DATE: 12/31/20

REGISTERED OWNER
SPADARO ENTERPRISES INC
42612 8TH ST WEST

AMOUNT PAID
\$ 27.00

LANCASTER
CA 93534

AMOUNT DUE AMOUNT RECVD
\$ 27.00 CASH :
CHCK :
CRDT :

SELLER'S SIGNATURE _____

CARRY THIS DOCUMENT OR
A COPY WHEN
OPERATING THIS VEHICLE

DATE SOLD ___/___/___

H00 595 DN 0002700 0008 CM H00 112420 E2 SE523074 21

IMPORTANT - IDENTIFICATION CARD
STATE FARM

FOLD TOP AND BOTTOM OF CARD ON PERFORATION



CALIFORNIA
INSURANCE CARD

State Farm Mutual Automobile Insurance Company
PO Box 2368 Bloomington IL 61702-2368
INSURED SPADARO ENTERPRISES INC DBA
S&S SWEEPING AND WATER TRUCKS
42612 8TH ST W
LANCASTER CA 93534-7104

MUTL
VOL

POLICY NUMBER 686 8794-D09-75L EFFECTIVE
YR 2008 MAKE INTL AUG 02 2023 TO OCT 09 2024
MODEL 7600
AGENT TONY FREEMAN 201E-ACE
PHONE (909)942-8464
COVERAGES PROVIDED BY THE POLY AND IS A COMMERCIAL OR FLEET VEHICLE.
NIMUM LIABILITY LIMITS
COVERAGES A C U T
SEE REVERSE SIDE FOR AN EXPLANATION.

IDENTIFICATION CARD

MAKE INTL SPECIAL VEHICLE
BODY TYPE MODEL MO TYPE VEHICLE USE
WATRTA BK WATER TANK
DATE INSURD CC/ALCO DT FEE RECVD RIC
11/24/20 19 11/24/20 1



Water Truck #43

EXPIRES: 12/31/2025
TYPE LIC E2 LICENSE NUMBER SE523075

REGISTERED OWNER
SPADARO ENTERPRISES INC
42612 8TH ST WEST

PR EXP DATE: 12/31/2020
AMOUNT PAID \$ 27.00

LANCASTER CA 93534

AMOUNT DUE \$ 27.00 CASH :
CHCK :
CRDT :

SELLER'S SIGNATURE _____
DATE SOLD ___/___/___

CARRY THIS DOCUMENT OR
A COPY WHEN
OPERATING THIS VEHICLE

FOLD TOP AND BOTTOM OF CARD ON PERFORATION

CALIFORNIA INSURANCE CARD



State Farm Mutual Automobile Insurance Company
PO Box 2368 Bloomington IL 61702-2368
INSURED SPADARO ENTERPRISES INC DBA
S&S SWEEPING AND WATER TRUCKS
42612 8TH ST W
LANCASTER CA 93534-7104

MUTL
VOL

POLICY NUMBER 686 8795-D09-75L EFFECTIVE
YR 2008 MAKE INTL AUG 02 2023 TO OCT 09 2024

MODEL 7600
AGENT TONY FREEMAN HE-ACE
PHONE (909)942-6464

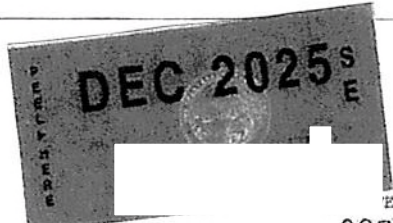
COVERAGE PROVIDED BY THE POLICY MEETS THE MINIMUM LIABILITY LIMITS
PRESCRIBED BY LAW, AND IS A COMMERCIAL OR FLEET VEHICLE.
COVERAGES A C U 1
SEE REVERSE SIDE FOR AN EXPLANATION.

0101-ST-4-U-8082

KEEP A CARD
SUBMIT THIS CARD, OR A PHOTOCOPY OF THIS CA
KEEP YOUR CURRENT CARD UNTIL

08072/08039

141665.2 01-12-2018 (o1pcca1c)



Water Truck 44

*** IDENTIFICATION CARD ***

MAKE INTL SPECIAL VEHICLE 08Z
BODY TYPE MODEL MO TYPE VEHICLE USE
FARMTR BK FARM TRAILER
DATE ISSUED CC/AI/CO DT. FEE RECVD PIC
11/24/20 19 11/24/20 1

EXPIRES: 12/31/2025
TYPE LIC E1 LICENSE NUMBER SE523077

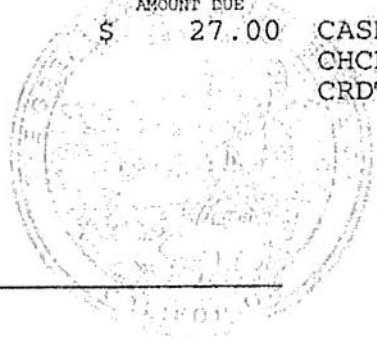
PR EXP DATE: 12/31/2020

REGISTERED OWNER
SPADARO ENTERPRISES
42612 8TH ST WEST

AMOUNT PAID
\$ 27.00

LANCASTER CA 93534

AMOUNT DUE \$ 27.00 CASH :
CHCK :
CRDT :



CARRY THIS DOCUMENT OR
A COPY WHEN
OPERATING THIS VEHICLE

SELLER'S SIGNATURE _____
DATE SOLD ___/___/___

H00 595 DN 0002700 0010 CM H00 112420 E1 SE523077 216

TIFICATION CARDS

MUTL VOL

FARM®

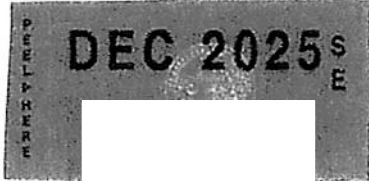
FOLD TOP AND BOTTOM OF CARD ON PERFORATION

 CALIFORNIA INSURANCE CARD		MUTL VOL
State Farm Mutual Automobile Insurance Company PO Box 2368 Bloomington IL 61702-2368 INSURED SPADARO ENTERPRISES INC DBA S&S SWEEPING AND WATER TRUCKS 42612 8TH ST W LANCASTER CA 93534-7104		
POLICY NUMBER	686 8793-D09-75J	EFFECTIVE
YR	2009 MAKE	INTL
MODEL	7500	VI
AGENT	TONY FREEMAN	2D1E-ACE
PHONE	(909)942-6464	
COVERAGE PROVIDED BY THE POLICY MEETS THE MINIMUM LIABILITY LIMITS PRESCRIBED BY LAW, AND IS A COMMERCIAL OR FLEET VEHICLE. COVERAGES A C U I		
SEE REVERSE SIDE FOR AN EXPLANATION.		

10.T.# 45

IN YOUR CAR.
 RD, WITH YOUR VEHICLE REGISTRATION RENEWAL.
THE EFFECTIVE DATE OF THIS CARD.

M 91799-1-B
Non PI



10.T.#
45

IDENTIFICATION CARD

NAME	INTEL	SPECIAL VEHICLE	TYPE VEH	09Z	TYPE LIC	E2	LICENSE NUMBER	SE666813
BODY TYPE MODEL	WATRTA	MO	BJ	TYPE VEHICLE USE	WATER TANK			
DATE ISSUED	10/27/20	CC/ALCO	19	DT FEE RECVD	10/27/20	PIE	1	

EXPIRES: 12/31/2025

 PR EXP DATE: 12/31/202

REGISTERED OWNER
SPADARO ENTERPRISES INC
 42612 8TH ST WEST

 LANCASTER
 CA 93534

AMOUNT DUE	\$ 27.00	AMOUNT RECVD	
	CASH :		
	CHCK :	27.00	
	CRDT :		

SELLER'S SIGNATURE _____

 DATE SOLD ___/___/___

CARRY THIS DOCUMENT OR
 A COPY WHEN
 OPERATING THIS VEHICLE

H00 595 DN 0002700 0018 CS H00 102720 E2 SE666813 524

TL: E2 LIC#: SE666813 VIN: 524 FC: S

NOTIFICATION CARDS

MUTL VOL

THE FARM®

FOLD TOP AND BOTTOM OF CARD ON PERFORATION

State Farm



CALIFORNIA INSURANCE CARD

State Farm Mutual Automobile Insurance Company
 PO Box 2368 Bloomington IL 61702-2368
 INSURED SPADARO ENTERPRISES INC DBA
 S&S SWEEPING AND WATER TRUCKS
 42612 8TH ST W
 LANCASTER CA 93534-7104

MUTL VOL

POLICY NUMBER 686 8791-D09-75L EFFECTIVE
 YR 2015 MAKE FREIGHTLNR AUG 02 2023 TO OCT 09 2024
 MODEL M2 106
 AGENT TONY FREEMAN E-ACE
 PHONE (909)942-6464
 COVERAGE PROVIDED BY THE POLICY MEETS THE MINIMUM LIABILITY LIMITS
 PRESCRIBED BY LAW, AND IS A COMMERCIAL OR FLEET VEHICLE.
 COVERAGES A C D1000 G1000 U U1
 SEE REVERSE SIDE FOR AN EXPLANATION.

RD IN YOUR CAR.
 CARD, WITH YOUR VEHICLE REGISTRATION RENEWAL.
 IL THE EFFECTIVE DATE OF THIS CARD.

MI 91854-1-B Non PI

WT #46

MAKE	YR MODEL	YR 1ST SOLD	VLF CLASS	TYPE VEH	TYPE LIC	LICENSE NUMBER
FRHT				03Z	E6	SE688839
BODY TYPE MODEL	MP	MO				
SPCON	D	CK				
TYPE VEHICLE/VESSEL USE	DATE ISSUED	CC/ALCO	DT FEE RECVD	PIC		
CONSTR EQUIP	11/03/21	19	11/03/21	0		

SPADARO ENTERPRISES
 R 42612 8TH ST WEST
 /
 O
 LANCASTER
 CA 93534

AMOUNT PAID \$ 55.00

AMOUNT DUE \$ 55.00

AMOUNT RECVD

CASH :
 CHCK :
 CRDT : 55.00

PR EXP DATE: 12/31/2020

SPECIAL VEHICLE

L / O

595 CM 0005500 0024 CS 110321 SE688839 371

FOLD TOP AND BOTTOM OF CARD ON PERFORATION



CALIFORNIA INSURANCE CARD

State Farm Mutual Automobile Insurance Company
PO Box 2368 Bloomington IL 61702-2368
INSURED SPADARO ENTERPRISES INC DBA
S&S SWEEPING AND WATER TRUCKS
42612 8TH ST W
LANCASTER CA 93534-7104

MUTL VOL

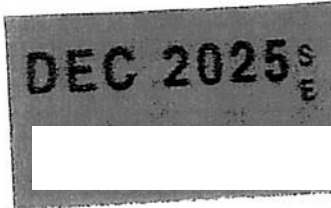
POLICY NUMBER 686 8790-D09-75L EFFECTIVE
YR 2015 MAKE FREIGHTLNR AUG 02 2023 TO OCT 09 2024
MODEL M2 106
AGENT TONY FREEMAN E-ACE
PHONE (909)942-6464
COVERAGE PROVIDED BY THE POLICY MEETS THE MINIMUM LIABILITY LIMITS
PRESCRIBED BY LAW, AND IS A COMMERCIAL OR FLEET VEHICLE.
COVERAGES A C D1000 G1000 U U1
SEE REVERSE SIDE FOR AN EXPLANATION.

0101-ST-4-U-8092

KEEP A CAR
SUBMIT THIS CARD, OR A PHOTOCOPY OF THIS CARD
KEEP YOUR CURRENT CARD UNTIL

08070/08037

141665.2 01-12-2018 (olpcca)lc



INT #47

IDENTIFICATION CARD

MAKE FRHT SPECIAL VEHICLE
BODY TYPE MODEL MO TYPE VEHICLE USE
SPCON CK CONSTR EQUIP
DATE ISSUED CC/ALCO DT FEE RECVD PIC
11/15/21 19 11/03/21 1

TYPE VEH 03Z

EXPIRES: 12/31/2025
TYPE LIC E6 LICENSE NUMBER SE739015
VEHICLE ID NUMBER

REGISTERED OWNER
SPADARO ENTERPRISES INC
42612 8TH ST WEST

PR EXP DATE: 12/31/20
AMOUNT PAID
\$ 28.00

LANCASTER CA 93534

AMOUNT DUE \$ 28.00
AMOUNT RECVD
CASH :
CHCK :
CRDT :

SELLER'S SIGNATURE _____

CARRY THIS DOCUMENT OR A COPY WHEN OPERATING THIS VEHICLE

DATE SOLD ___/___/___

INVOICE



Auction number:
Auction date:

#

Ritchie Bros Auctioneers (America) Inc
4000 Pine Lake Road
Lincoln, NE, USA 68516
Tel: 1 (402) 421-3631 Fax: 1 (402) 421-1738
www.rbauction.com

Sold to: SPADARO ENTERPRISES INC.
42612 8TH ST W
LANCASTER, CA USA 93534

Auction Event: Las Vegas, NV, USA
10500 Clark Petersen Blvd
Las Vegas, NV USA 89165
Tel: 1 (702) 644-2468 Fax: 1 (702) 644-2375

Buyer number:
Contact name: MELISSA KEYES
Customer number:
Tel: 1 (661) 940-1914 Fax:

Invoice in accordance with bidder registration agreement. Every item is sold "as is" and "where is" as per our Auction Terms of sale. Purchases must be paid in full within 7 days of the end of the auction. No removals until paid in full. Overdue accounts - interest charged per our Auction Terms of sale. Please pay from this invoice - we do not issue statements.

Auctioneers are not the principals in this sale but are acting solely as agents.

**** If the buyer intends to ship the item out of the United States, the buyer is responsible for compliance with U.S. export regulations, including making an automated export system or other filing with the U.S. government, and is to contact Ritchie Bros. to receive information needed for any such filing. ECCNs, where available, have been provided for each purchased item as shown above.**


TEMPORARY COMMERCIAL AUTO IDENTIFICATION CARD

State Farm®

Water Truck # 48

This card is invalid if the policy for which it was issued lapses or is terminated.

CALIFORNIA INSURANCE IDENTIFICATION CARD 	
STATE FARM INSURANCE COMPANIES An authorized insurer has issued an insurance policy which complies with state law to:	
INSURED SPADARO ENTERPRISES INC	
CAR-YEAR/MAKE/VEHICLE IDENTIFICATION NUMBER	
2017	FREIGHTLINER M2 106
Year	Make
COMPANY State Farm Fire and Casualty Company	
POLICY NUMBER	
EFFECTIVE DATE 10/05/2023	EXPIRATION DATE 12/05/2023
AGENT TONY FREEMAN	
Important Notice about Identification Cards	
Because many states require evidence of insurance on demand, one copy of this form should be carried in the vehicle at all times. This card is invalid if the policy for which it was issued lapses or is terminated.	

	
If you have an accident:	You can file a claim or get roadside assistance by:
<ul style="list-style-type: none">• Notify the police immediately.• Don't admit fault or discuss the accident with anyone but State Farm or police.• Get contact information and license plate state/numbers of those involved.	<ul style="list-style-type: none">• Calling 800-SF-CLAIM (800-732-5246)• Notifying your agent• Going to statefarm.com®• Using the State Farm mobile app
TONY FREEMAN	
Agent	
16 N. CENTRAL AVE., UPLAND, CA 91786	
Address	
909-942-6464	
Phone number	
For coverage information, contact your agent, visit statefarm.com or the State Farm mobile app. Examine policy exclusions carefully. This form does not constitute any part of your insurance policy.	

Because many states require evidence of insurance on demand, one copy of this form should be carried in the vehicle at all times.

A toll free number is available for Emergency Road Service and is located on your insurance card.

TEMPORARY COMMERCIAL AUTO IDENTIFICATION CARD

State Farm®

Water Truck #409

This card is invalid if the policy for which it was issued lapses or is terminated.

CALIFORNIA INSURANCE IDENTIFICATION CARD		State Farm
STATE FARM INSURANCE COMPANIES An authorized insurer has issued an insurance policy which complies with state law to:		
INSURED SPADARO ENTERPRISES INC		
CAR-YEAR/MAKE/VEHICLE IDENTIFICATION NUMBER 2021 PETERBILT 348 Year Make		
COMPANY State Farm Fire and Casualty Company		
POLICY NUMBER		
EFFECTIVE DATE	10/05/2023	EXPIRATION DATE 12/05/2023
AGENT	TONY FREEMAN	
Important Notice about Identification Cards Because many states require evidence of insurance on demand, one copy of this form should be carried in the vehicle at all times. This card is invalid if the policy for which it was issued lapses or is terminated.		

State Farm	
If you have an accident: <ul style="list-style-type: none">• Notify the police immediately.• Don't admit fault or discuss the accident with anyone but State Farm or police.• Get contact information and license plate state/numbers of those involved.	You can file a claim or get roadside assistance by: <ul style="list-style-type: none">• Calling 800-SF-CLAIM (800-732-5246)• Notifying your agent• Going to statefarm.com®• Using the State Farm mobile app
TONY FREEMAN	
Agent	
16 N. CENTRAL AVE., UPLAND, CA 91786	
Address	
909-942-6464	
Phone number	
For coverage information, contact your agent, visit statefarm.com or the State Farm mobile app. Examine policy exclusions carefully. This form does not constitute any part of your insurance policy.	

Because many states require evidence of insurance on demand, one copy of this form should be carried in the vehicle at all times.

A toll free number is available for Emergency Road Service and is located on your insurance card.

9. SUBCONTRACTORS

Subcontractors will not be used.

10. FINANCIAL RESOURCES

Financial Statements (included)

- 2019 FY 10/01/2019 thru 9/30/2020
- 2020 FY 10/01/2020 thru 9/30/2021
- 2021 FY 10/01/2021 thru 9/30/2022

Financial Statements are omitted for confidentiality purposes

SPADARO ENTERPRISES, INC.
COMPILED FINANCIAL STATEMENTS
SEPTEMBER 30, 2019

BURKEY COX EVANS & BRADFORD
Accountancy Corporation
1058 West Avenue M-14, Suite B
Palmdale, CA 93551

SPADARO ENTERPRISES, INC.
COMPILED FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

BURKEY COX EVANS & BRADFORD
Accountancy Corporation
1058 West Avenue M-14, Suite B
Palmdale, CA 93551

SPADARO ENTERPRISES, INC.
COMPILED FINANCIAL STATEMENTS
SEPTEMBER 30, 2021

BURKEY COX EVANS & BRADFORD
Accountancy Corporation
1058 West Avenue M-14, Suite B
Palmdale, CA 93551

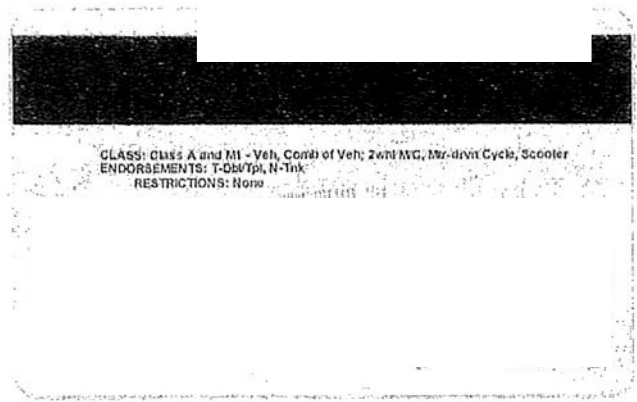
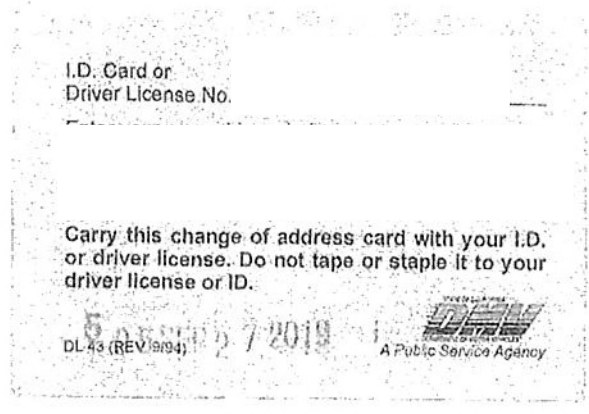
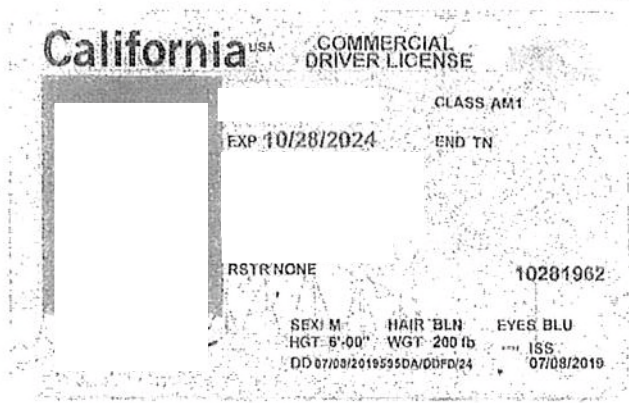
11. LICENSES AND CERTIFICATIONS

Valid State of California Department of Motor Vehicles Class A, B with Tank endorsements for Eight drivers included.

Group A

111

Robert Walker – CA DL – Class A End: TN, Water Truck Driver.
Currently, working the Los Angeles County – DPW location Mint Canyon 523
and various other DPW locations for over 12 years . 25 years Water Truck
and Heavy equipment operator experience.

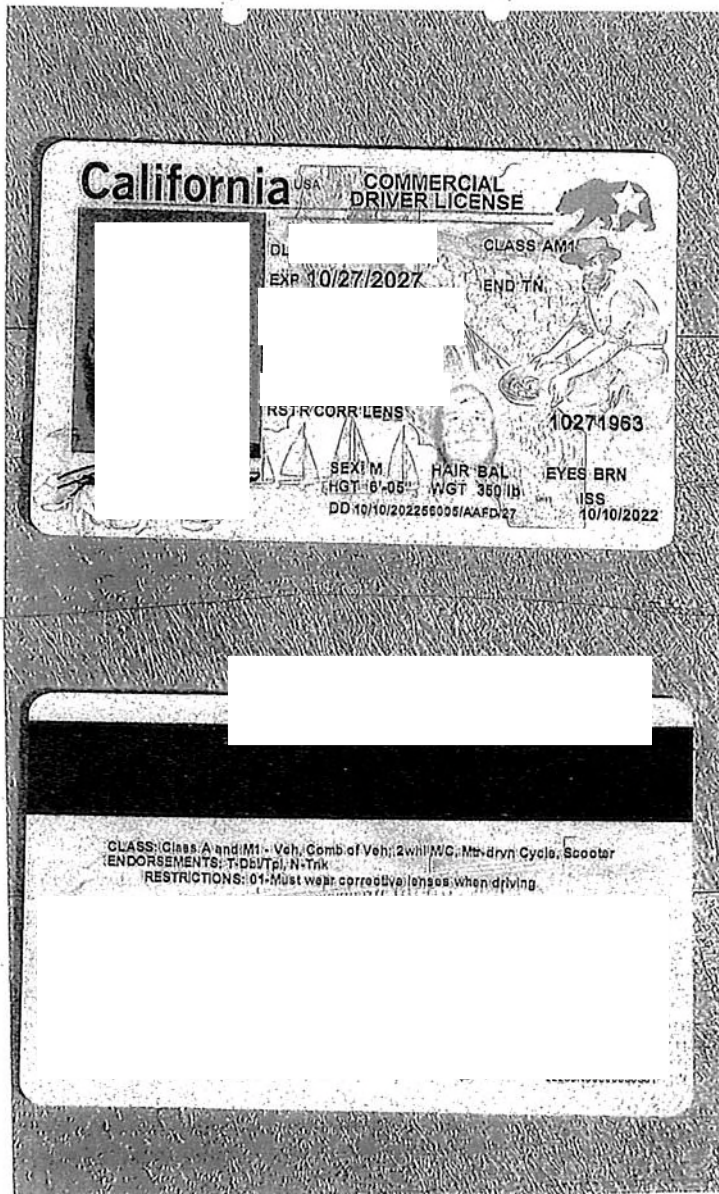


Staff Water Truck Operators Information

11.2

Group A

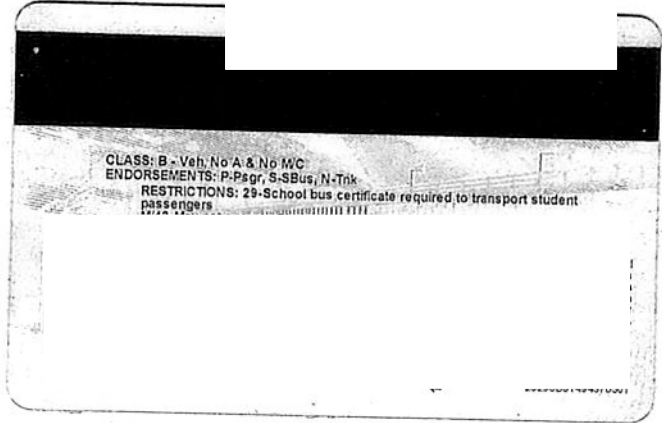
Leonard Hurst CA DL · Class AM1 End: TN. Water Truck Driver. 25 years Water Truck and Heavy equipment operator experience. Currently Water Truck Operator working the Los Angeles County DPW Castaic location 526 location for last 3 years



Staff Water Truck Operators Information

Group A

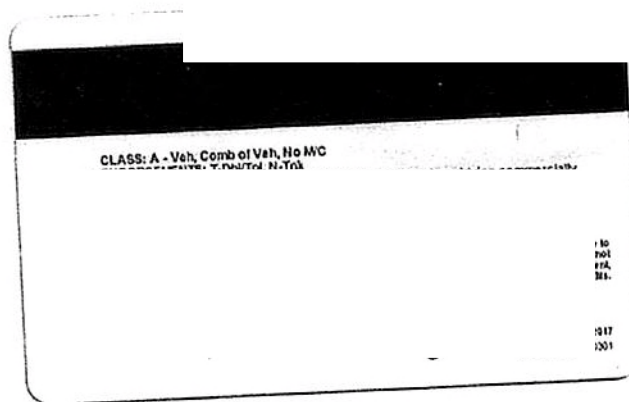
Ezra Jimenez- Class B End: PSN Water Truck Driver 15 years
Water Truck, CDL operator experience. Currently Operating a water truck at
the Los Angeles County DPW Quartz Hill 551 for 3 years



Staff Water Truck Operators Information

Group B

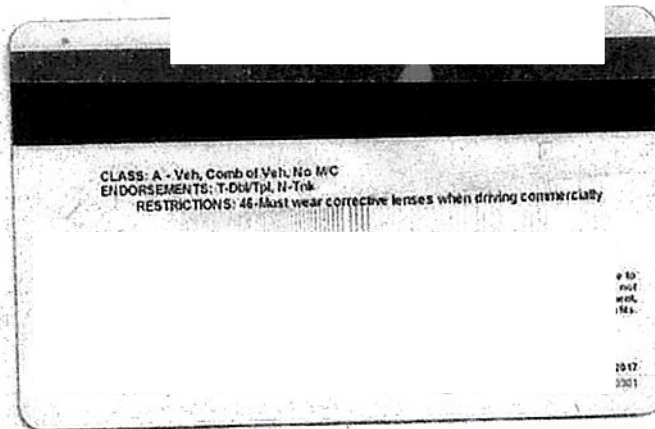
DeAndre Rutherford – CA DL – Class A End: TN, Water Truck Driver. Currently, working the Los Angeles County – DPW location 558 Little Rock over 12 years. 25 years Water Truck experience.



Staff Water Truck Operators Information

Group B

Jeffrey Logan - CA DL - Class A End: TN. Water Truck Driver. 24 years Water Truck operator experience. Currently Water Truck Operator working the Los Angeles County DPW location 555 location 9 years

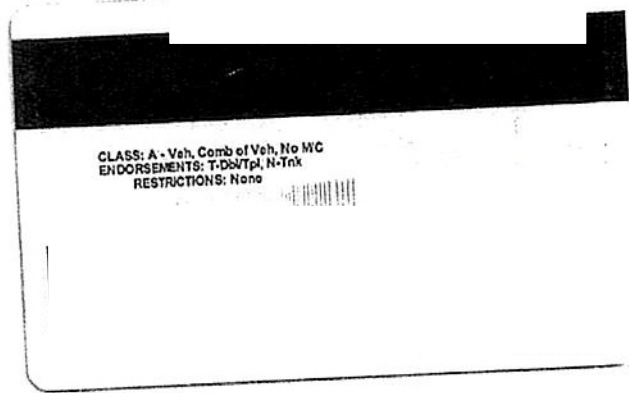


11.6

Staff Water Truck Operators Information

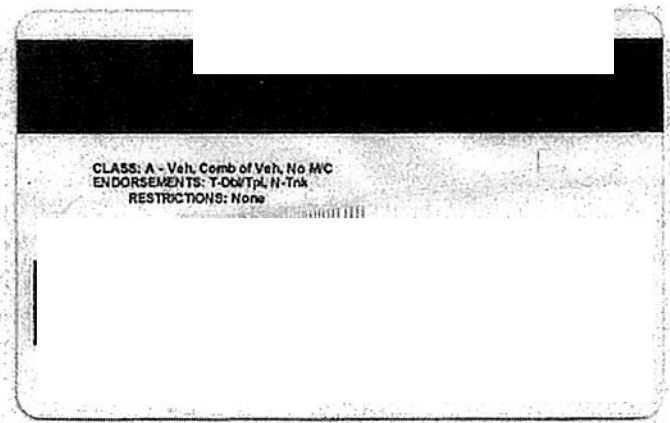
Group B

Nelson Alvarado - CA DL - Class A End: TN, Water Truck Driver.
Performs various water truck jobs Antelope Valley locations. Has 20 years
Water Truck operator experience.



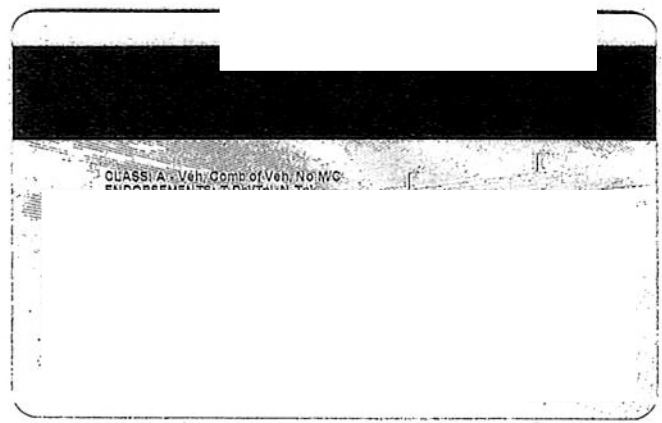
Alternate

James Despain – CA – Class A End: TN, Water Truck Driver.
Currently working various Water Truck jobs and is an alternate for Los Angeles County Department of Public Works DPW locations. He has 35+ years Water truck driver and Heavy equipment operator experience.



Alternate

Keith Kayser - CA DL - Class A 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 28 years Water
truck and Street sweeper driver experience.



12. INSURANCE

Spadaro Enterprises will comply with all and provide Insurance Certification for Liability and Workman's Compensation with Waivers

Auto GL Workers comp and Umbrella attached



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/05/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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).

INSURED

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

INSURER C :

INSURER D :

INSURER E :

INSURER F :

Certificate of Liability Insurance omitted for confidentiality purposes.

CERTIFICATE HOLDER

Department of Public Works, Admin. Serv.
Attn: Ms. Amber Albert
P.O. Box 1460
Alhambra, CA 91802

CANCELLATION

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 REP

© 1988-2015 ACORD CORPORATION. All rights reserved.

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.

Vehicle maintenance records are kept and updated Monthly durring inspections.

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

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)

CITY OF LANCASTER

BUSINESS LICENSE CERTIFICATE

"For Services Provided in the City of Lancaster, California Only"

Business Name S + S SWEEPING
Business Location 42612 N 8Th Street West
Lancaster, Ca 93534
Business Owner(s) SPADARO ENTERPRISES INC



Business License Number
Effective Date September 01, 2023
Expiration Date August 31, 2024

Description SWEEPER AND WATER TRUCKS

BRIAN KEYES
S + S SWEEPING
42612 8TH ST W
LANCASTER, CA 93534-7104

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 fees. 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 is not transferable or assignable. License must be posted for inspection by public.

For all inquiries regarding this license, contact HdL Business License Division at 661-495-5100.

CITY OF PALMDALE

BUSINESS LICENSE

"For Services Provided in the City of Palmdale, California Only"

Business Name SPADARO ENTERPRISES INC
Business Location 42612 8TH ST W
LANCASTER, CA 93534-7104
Business Owner(s) SPADARO ENTERPRISES INC
SPADARO ENTERPRISES INC

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



2023

TO BE POSTED IN A CONSPICUOUS PLACE
AND
NOT TRANSFERABLE OR ASSIGNABLE.

License Description SALES/SERVICE - CORPORATION
License Number
Effective Date January 01, 2023
Expiration Date December 31, 2023

THIS BUSINESS LICENSE DOES NOT PERMIT A BUSINESS THAT IS OTHERWISE PROHIBITED.

For all inquiries regarding this license, contact HdL Business Support Center at (661) 247-8384.

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

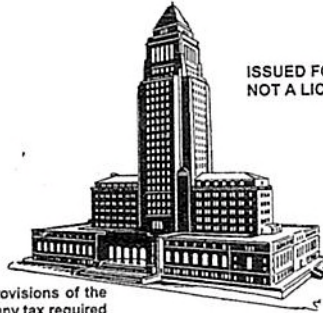
ISSUED: 5/7/2018

ACCOUNT NO.	FUND/CLASS	DESCRIPTION	STARTED	STATUS
		Professions / Occupations	4/1/2018	ACTIVE

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

I
S
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T
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42612 8TH STREET W
LANCASTER, CA 93534-7104



ISSUED FOR TAX COMPLIANCE PURPOSES ONLY
NOT A LICENSE, PERMIT, OR LAND USE AUTHORIZATION

ISSUED BY:

Clari Bantels

DIRECTOR OF FINANCE

"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."

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

Certification Profile

State of California Certification



Certification ID:

Legal Business Name	Address
Spadaro Enterprises Inc	42612 8TH ST WEST
Doing Business As (DBA) Name1	LANCASTER
	CA 93534
Doing Business As (DBA) Name2	Email:
	generaloffice@spadaroinc.com (mailto:generaloffice@spadaroinc.com)
Office Phone Number	Total Number of Employees
(661) 940-1914	19
Business Fax Number	Business Types
	Service
Business Web Address	
Service Areas	
	Inyo , Kern , Los Angeles , San Bernardino , Ventura

11/5/23, 9:26 PM

Registrations

Contractor Information

Legal Entity Name
SPADARO ENTERPRISES, INC.
Legal Entity Type
Corporation
Status
Active
Registration Number

Registration effective date
07/01/23
Registration expiration date
06/30/26
Mailing Address
42612 8TH STREET, WEST LANCASTER 93534 CA U...
Physical Address
42612 8TH STREET, WEST LANCASTER 93534 CA U...
Email Address
spadaroaccts@gmail.com
Trade Name/DBA
S&S SWEEPING & WATER TRUCKS
License Number (s)

Registration History

Effective Date	Expiration Date
06/26/18	06/30/19
06/08/17	06/30/18
05/19/16	06/30/17
12/18/15	06/30/16
07/01/19	06/30/20
07/01/20	06/30/23
07/01/23	06/30/26

Legal Entity Information



LOS ANGELES COUNTY
CONSUMER & BUSINESS AFFAIRS

Board of Supervisors February 21, 2023

Hilda L. Solis
First District

Holly J. Mitchell
Second District

Lindsey P. Horvath
Third District

Janice Hahn
Fourth District

Kathryn Barger
Fifth District

Director
Rafael Carbajal

Chief of Staff
Joel Ayala

SUSAN STEELMAN
SPADARO ENTERPRISES INC
S&SSWEEPING 42612 8TH ST W
LANCASTER, CA 93534-4418

CBE I.D. #
Status: MBE/WBE

Dear SUSAN STEELMAN,

Congratulations! Your firm has been certified as an eligible participant in the County of Los Angeles Community Business Enterprise (CBE) Program with the designated participation status identified above. Your certification expires on February 28, 2025.

You will be included in the Los Angeles County CBE listing. The County's CBE listing is utilized by County departments, public agencies, private-sector prime and subcontractors to meet subcontracting goals. To request the most current CBE listing, email CBESBE@dcba.lacounty.gov.

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

For questions about this certification or to learn more about resources available to small businesses you can visit us online at DCBA.lacounty.gov, email us at OSB@dcba.lacounty.gov, or call us at (323) 881-3964.

Sincerely,

Rafael Carbajal
Director

Christian Olmos
Program Chief, Office of Small Business
RC:CO



dcba.lacounty.gov
info@dcba.lacounty.gov

320 W. Temple St., Room G-10, Los Angeles CA, 90012-2706
(213) 974-1452 • (800) 593-8222 • Fax: (213) 687-1137

All businesses are encouraged to provide voluntary diversity data information in their CaleProcure profiles. The data will help us shape policies and develop strategies to improve opportunities for all businesses to contract with the state.

Click [HERE \(https://fiscal.cdn.prismic.io/fiscal/394445b2-9d0e-40a3-b940-9315c3783793_Diversity+Data+Procedures+%28Registered%29+%281%29.pdf\)](https://fiscal.cdn.prismic.io/fiscal/394445b2-9d0e-40a3-b940-9315c3783793_Diversity+Data+Procedures+%28Registered%29+%281%29.pdf) for instructions. More information is available on the [Statewide Supplier Diversity Program \(https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Statewide-Supplier-Diversity-Program/Statewide-Supplier-Diversity-Program\)](https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Statewide-Supplier-Diversity-Program/Statewide-Supplier-Diversity-Program) page.

Certification Profile

State of California Certification



Certification ID:

Legal Business Name	Address
Spadaro Enterprises Inc	42612 8TH ST WEST
Doing Business As (DBA) Name1	LANCASTER
	CA 93534
Doing Business As (DBA) Name2	Email:
	generaloffice@spadaroinc.com (mailto:generaloffice@spadaroinc.com)
Office Phone Number	Total Number of Employees
(661) 940-1914	19
Business Fax Number	Business Types
	Service
Business Web Address	
Service Areas	
Inyo , Kern , Los Angeles , San Bernardino , Ventura	

[View Keywords](#)[View Classifications](#)[View Supplier Diversity Information](#)

Active Certifications

[More Help](#)

Certification Type	Status	From	To
SB(Micro)	Approved	03/29/2022	03/31/2024
SB-PW	Approved	03/29/2022	03/31/2024

Certification History

[More Help](#)

Certification Type	Application Date	Status	Status Date/Time	From	To
SB(Micro)	02/19/2019	Expired	03/01/22 12:45AM	02/22/2019	02/28/2022
SB-PW	02/19/2019	Expired	03/01/22 12:45AM	02/22/2019	02/28/2022
SB(Micro)	02/19/2019	Expired	03/01/21 12:45AM	02/22/2019	02/28/2021
SB-PW	02/19/2019	Expired	03/01/21 12:45AM	02/22/2019	02/28/2021
SB(Micro)	02/10/2017	Expired	02/28/19 11:59PM	02/10/2017	02/28/2019
SB(Micro)	02/08/2017	Cancelled	02/10/17 9:30AM		
SB(Micro)	04/18/2014	Expired	02/05/16 11:14AM	04/18/2014	02/10/2017

[Return to Search](#)[Print this Page](#)

Contractor Information

Legal Entity Name
SPADARO ENTERPRISES, INC.
Legal Entity Type
Corporation
Status
Active
Registration Number

Registration effective date
7/1/2023
Registration expiration date
6/30/2026

Mailing Address
42612 8TH STREET, WEST LANCASTER 93534 CA ...

Physical Address
42612 8TH STREET, WEST LANCASTER 93534 CA ...

Email Address
Trade Name/DBA
S&S SWEEPING & WATER TRUCKS
License Number(s)

Registration History

Effective Date	Expiration Date
6/26/2018	6/30/2019
6/8/2017	6/30/2018
5/19/2016	6/30/2017
12/18/2015	6/30/2016
7/1/2019	6/30/2020
7/1/2020	6/30/2023
7/1/2023	6/30/2026

Legal Entity Information

Corporation Number:
Federal Employment Identification Number:
President Name:
Melissa Keyes
Vice President Name:
Melissa Keyes
Treasurer Name:
Melissa Keyes
Secretary Name:
Melissa Keyes
CEO Name:
Melissa Keyes

Agent of Service Name:
Melissa Keyes
Agent of Service Mailing Address:
42612 8th Street, West Lancaster 93534 CA United States of America

**SUPPLIER CLEARINGHOUSE
CERTIFICATE OF ELIGIBILITY**



CERTIFICATION EXPIRATION DATE: July 13, 2026

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
Minority Business Enterprise (MBE)***

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.

VON:

DETERMINATION DATE: July 13, 2023

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:

Issue Date:

August 22, 2023

Expiration date of determination:

June 30, 2024** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

Localities:

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

PREDETERMINED INCREASE

CRAFT:

Teamster (All Shifts)

DETERMINATIONS:

LOCALITIES:

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

This predetermined increase for the above named craft applies only to the current determination for work being performed on public works projects with bid advertisement dates on or after September 1, 2023, until this determination is superseded by a new determination or a predetermined increase modification notice becomes effective.

When referencing our prevailing wage determinations, please note that if the prevailing wage rate determination which was in effect on the bid advertisement date of a project has a single asterisk (*) after the expiration date, the rate will be good for the life of the project. However, if a prevailing wage rate determination has double asterisks (**) after the expiration date, the rate must be updated on the following date to reflect the predetermined rate change(s).

TEAMSTER: Groups I-XI (All Shifts)

Determination is currently in effect and expires June 30, 2024**.

Effective July 1, 2024, there will be an increase of \$3.30 to be allocated to wages and/or employer payments.

Note: Subjourneymen (0-6000 hours) receive no predetermined increases.

There will be no further increases applicable to this determination.

Issued 8/22/2023, Effective 9/1/2023 until superseded.

This page will be updated when wage rate breakdown becomes available.

Last Updated: September 1, 2023

Equipment Rental Rate Approximation Result

This unofficial rental rate approximation is based on the input you provide and is not verified by Caltrans. For additional questions and clarification email: ental.rates@dot.ca.gov

17. Fuel Cost Adjustment

Spadaro Enterprises buys fuel at Market Price

PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

PROPOSER NAME: Spadaro Enterprises Inc	COUNTY WEBVEN NUMBER: 130335
ADDRESS: 42612 8th street west Lancaster CA 93534	
TELEPHONE NUMBER: 661 940-1914	E-MAIL: generaloffice@spadaroinc.com
INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER:	CALIFORNIA BUSINESS LICENSE NUMBER: C2400769

1	<p>Select the option that best defines your firm's business structure:</p> <p><input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company (LLC) <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Specify)</p>	<p>If Corporation or Limited Liability Company (LLC): Legal Name (as stated in Articles of Incorporation): Spadaro Enterprises Inc</p> <hr/> <p>State of Incorporation: California</p> <hr/> <p>Year of Incorporation: 2001</p> <hr/> <p>If Limited Partnership or a Sole Proprietorship: Name of proprietor or managing partner:</p> <hr/> <p>If other: Specify business structure name:</p> <hr/>
2	<p>Is your firm doing business under one or more DBA's?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Name: S & S Sweeping Desert Star Limousine</p> <hr/> <p>Country of Registration: Los Angeles</p> <hr/> <p>Year became DBA: 2001</p> <hr/>
3	<p>Is your firm wholly/majority owned by, or a subsidiary of another firm?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>If yes, indicate name of Parent Firm and State of Incorporation.</p> <p>Name of Parent Firm:</p> <hr/> <p>State of Incorporation or registration of parent firm:</p> <hr/>
4	<p>Has your firm done business under other names within last five (5) years?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>If yes, indicate any other names and the year of name change.</p> <p>Name(s):</p> <hr/> <hr/> <p>Year(s) of Name Change:</p> <hr/> <hr/>

5	<p>List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".</p>	<p>None</p> <hr/> <hr/> <hr/>
6	<p>Is your firm involved in any pending acquisition or mergers?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>If yes, please provide additional information regarding the pending merger.</p> <hr/> <hr/> <hr/> <hr/>
7	<p>List all names and contact information of all individuals legally authorized to commit the Proposer.</p>	<p>Name: <u>Melissa Keyes</u> Title: <u>President CEO</u> Phone: <u>661 940-1914</u> Email: <u>generaloffice@spadaroinc.com</u></p> <p>Name: _____ Title: _____ Phone: _____ Email: _____</p> <p>Name: _____ Title: _____ Phone: _____ Email: _____</p>

**SCHEDULE OF PRICES FOR
WATER TRUCK SERVICES FOR NORTH COUNTY GROUPS (BRC0000430)**

PLEASE NOTE: The PW-2 forms to fill out and submit with your proposal may also be accessed electronically at: <http://pw.lacounty.gov/brcd/servicecontracts/>. Please complete, print, and sign your forms to be included with your proposal submission.

IMPORTANT: Each Group will be evaluated and awarded independently. Your proposal must clearly specify which Group(s) your firm is submitting a proposal(s) for.

1. The County intends to award two separate service Contracts to two separate Service Contract Groups; however, proposers are **not** required to submit proposals for **both** of the Service Contract Groups solicited through this RFP. Proposers only need to submit Proposals for the specific Service Contract Group(s) for which they intend to offer work. Each Service Contract Group contains its own estimated hours as reflected on each Schedule of Prices (PW-2 Forms) for each respective Service Contract Group. Proposers must indicate which Service Contract Group(s) they are submitting proposed prices for on this Form and submit completed proposed prices for the specific Group as identified by the corresponding Schedule of Prices forms.

2. In accordance with these specifications, the undersigned Proposer is herewith submitting the Proposal for the performance of the work described in the RFP, Exhibit A, Scope of Work.

SERVICE CONTRACT GROUP	SCHEDULE OF PRICES	SUBMITTED PROPOSAL
North County Group A	PW-2.1A.a to PW-2.6A.a	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
North County Group B	PW-2.1B.b to PW-2.6B.b	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

LEGAL NAME OF PROPOSER Spadaro Enterprises Inc		
PROPOSER'S ADDRESS: 42612 8th Street West Lancaster CA 93534		
E-MAIL generaloffice@spadaroinc.com		
PHONE 661 940-1914	MOBILE 661 645-6059	DATE 10.28.23

CERTIFICATION OF COMPLIANCE

Proposer certifies compliance with all programs, policies, and ordinances specified in exhibits listed below.

TITLE		REFERENCE	CERTIFICATIONS
1	Certification of No Conflict of Interest	<u>LACC 2.180</u>	Certifies Compliance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2	Familiarity with the County Lobbyist Ordinance Certification	<u>LACC 2.160</u>	Certifies Compliance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3	Zero Tolerance Policy on Human Trafficking Certification	<u>Motion</u>	Certifies Compliance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
4	Compliance with Fair Chance Employment Hiring Practices Certification	<u>Board Policy 5.250</u>	Certifies Compliance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
5	Charitable Contributions Certification Enter the California Registry of Charitable Trusts "CT" number and upload a copy of firm's 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 (if applicable) _____	<u>Board Policy 5.065</u>	Check the Certification below that is applicable to your company. <input checked="" type="checkbox"/> Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of 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 <input type="checkbox"/> Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed in this document 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.
6	Attestation of Willingness to Consider Gain/Grow Participants	<u>Board Policy 5.050</u>	Certifies Compliance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Willing to provide GAIN/GROW participants access to employee mentoring program? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A-program not available
7	Contractor Employee Jury Service Program Certification Form & Application for Exception	<u>LACC 2.203</u>	Certifies Compliance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, identify exemption: <input type="checkbox"/> My business does not meet the definition of "contractor," as defined in the Program. <input type="checkbox"/> My business is a small business as defined in the Program. <input type="checkbox"/> My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.
8	Certification of Compliance with the County's Defaulted Property Tax Reduction Program	<u>LACC 2.206</u>	Certifies Compliance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, identify exemption: _____

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: Water Truck Services for North County Groups(BRC00000430)
 SERVICE BY PROPOSER Spadaro Enterprises Inc
 PROPOSAL DATE: 10/20/2023

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

	2018	2019	2020	2021	2022	Total	Current Year to Date
1. Number of contracts.	5	5	5	5	7	2	7
2. Total dollar amount of Contracts (in thousands of dollars).	760,577	935,533	1,135,825	1,252,995	1,756,980	5,841,910	1,795,988
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

REQUEST FOR PREFERENCE CONSIDERATION

INSTRUCTIONS: Proposers requesting preference consideration must complete and include this form in their proposal. Proposers may request consideration for one or more preference programs. **In order to qualify for preference, firm must be certified by the County of Los Angeles Department of Consumer and Business Affairs (DCBA). Please reference your Certification Letter issued by DCBA to determine Federal/Non-Federal preference eligibility.**

<input type="checkbox"/> PREFERENCE NOT REQUESTED
--

OR

<input type="checkbox"/> PREFERENCE REQUESTED (SELECT ALL THAT APPLY)		
Preference Program		Reference
<input checked="" type="checkbox"/>	Request for Local Small Business Enterprise (LSBE) Program Preference <input checked="" type="checkbox"/> Certification for Non-Federally Funded County Solicitations <input checked="" type="checkbox"/> Certification for Federally Funded County Solicitations	<u>LACC 2.204</u>
<input type="checkbox"/>	Request for Social Enterprise (SE) Program Preference <input type="checkbox"/> Certification for Non-Federally Funded County Solicitations <input type="checkbox"/> Certification for Federally Funded County Solicitations	<u>LACC 2.205</u>
<input type="checkbox"/>	Request for Disabled Veterans Business Enterprise (DVBE) Program Preference	<u>LACC 2.211</u>

Note: In no instance shall any of the listed preference programs price or scoring be combined with any other County program to exceed fifteen percent (15%) or \$150,000 in response to any county solicitation.



LOS ANGELES COUNTY
CONSUMER & BUSINESS AFFAIRS

CONFIDENTIAL

Board of Supervisors

February 21, 2023

Hilda L. Solis
First District

SUSAN STEELMAN
SPADARO ENTERPRISES INC
S&SSWEEPING 42612 8TH ST W
LANCASTER, CA 93534-4418

CBE I.D. #
Status: MBE/WBE

Holly J. Mitchell
Second District

Lindsey P. Horvath
Third District

Dear SUSAN STEELMAN,

Janice Hahn
Fourth District

Kathryn Barger
Fifth District

Congratulations! Your firm has been certified as an eligible participant in the County of Los Angeles Community Business Enterprise (CBE) Program with the designated participation status identified above. Your certification expires on February 28, 2025.

Director
Rafael Carbajal

You will be included in the Los Angeles County CBE listing. The County's CBE listing is utilized by County departments, public agencies, private-sector prime and subcontractors to meet subcontracting goals. To request the most current CBE listing, email CBESBE@dcba.lacounty.gov.

Chief of Staff
Joel Ayala

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

For questions about this certification or to learn more about resources available to small businesses you can visit us online at DCBA.lacounty.gov, email us at OSB@dcba.lacounty.gov, or call us at (323) 881-3964.

Sincerely,

Rafael Carbajal
Director

Christian Olmos
Program Chief, Office of Small Business
RC:CO



dcba.lacounty.gov
info@dcba.lacounty.gov

320 W. Temple St., Room G-10, Los Angeles CA, 90012-2706
(213) 974-1452 • (800) 593-8222 • Fax: (213) 687-1137

PROPOSER'S REFERENCE LIST

PROPOSER NAME: Spadaro Enterprises Inc

PROPOSED CONTRACT FOR: WATER TRUCK SERVICES FOR NORTH COUNTY GROUPS (BRC0000430)

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 Trucks	SERVICE DATES: 2009 to pres
DEPT/ DISTRICT: DPW Road Maintenece Contract manager	
CONTACT: Quang Luong	
TELEPHONE: 661 947-7173 ext 242	
FAX:	
E-MAIL: qluong@dpw.lacounty.gov	

SERVICE: Water Truck	SERVICE DATES: 2009 to Pres
DEPT/DISTRICT: LA County DPW Castaic	
CONTACT: John Huston	
TELEPHONE: 661 425-4702	
FAX:	
E-MAIL: jhuston@dpw.lacounty.gov	

SERVICE: Water Truck	SERVICE DATES: 2009 to Pres
DEPT/ DISTRICT: LA County DPW Lake LA	
CONTACT: Dale Brown	
TELEPHONE: 661 803-2953	
FAX:	
E-MAIL: dabrown@dpw.lacounty.gov	

SERVICE: Water Truck	SERVICE DATES: 2009 to Pres
DEPT/DISTRICT: LA County DPW	
CONTACT: James Luna	
TELEPHONE: 562 477-7193	
FAX:	
E-MAIL: jaluna@dpw.lacounty.gov	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: Street Sweeping	SERVICE DATES:
AGENCY/ FIRM: San Bernadino County DPW	
ADDRESS: Baldy Mesa Phelan DPW yard	
CONTACT: Kenny Embrey	
TELEPHONE: 909 677-3353	
FAX:	
E-MAIL: kenneth.embrey@dpw.sbcounty.gov	

SERVICE: Water truck Sweeping	SERVICE DATES: 2017 to Pres
AGENCY/ FIRM: Oakridge Landscape	
ADDRESS:	
CONTACT: Jessica Drake	
TELEPHONE: 661 289-0065	
FAX:	
E-MAIL: jdrake@oakridgelandscape.net	

SERVICE: Water Truck	SERVICE DATES: 2017 to Pres
AGENCY/ FIRM: Sr Diversified	
ADDRESS:	
CONTACT: Jason Carpenter	
TELEPHONE: 916 5178798	
FAX:	
E-MAIL: jasonc@srdiversified.com	

SERVICE: Street Sweeping	SERVICE DATES: 2022 to Pres
AGENCY/ FIRM: San Bernadino County DPW	
ADDRESS: San Bernadino DPW Flood Control	
CONTACT: Michael Wilson	
TELEPHONE: 909 332-0514	
FAX:	
E-MAIL: michael.wilson@dpw.sbcounty.gov	

PROPOSER'S REFERENCE LIST

PROPOSER NAME: Spadaro Enterprises Inc

PROPOSED CONTRACT FOR: Water Truck Service North LA County Groups BRC0000430

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 Trucking	SERVICE DATES: 2009 to Pres
DEPT/ DISTRICT: LA County DPW Quartz Hill	
CONTACT: Brett Stanton	
TELEPHONE: 661 388-3606	
FAX:	
E-MAIL: bstanton@dpw.lacounty.gov	

SERVICE: Water Trucking	SERVICE DATES: 2009- Pres
DEPT/DISTRICT: LA County DPW 526 Castaic	
CONTACT: Juvenal Arroyo	
TELEPHONE: 661 476-7037	
FAX:	
E-MAIL: jarroyo@dwp.lacounty.gov	

SERVICE: Water Trucking	SERVICE DATES: 2009 to Pres
DEPT/ DISTRICT: LA County DPW	
CONTACT: Bret Logan	
TELEPHONE: 661 476-7033	
FAX:	
E-MAIL: blogan@dpw.lacounty.gov	

SERVICE: Water Trucking	SERVICE DATES: 2009 to Pres
DEPT/DISTRICT: DPW 558 Littlerock	
CONTACT: Andy Hernandez	
TELEPHONE: 661 803-0643	
FAX:	
E-MAIL: ahernandez@dpw.lacounty.gov	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: Street Sweeping	SERVICE DATES: 2022 thru 2027
AGENCY/ FIRM: San Bernadino County DPW	
ADDRESS:	
CONTACT: Andy Watts Superintendent SB County PW	
TELEPHONE: 909 649-1634	
FAX:	
E-MAIL: awatts@dpw.sbcounty.gov	

SERVICE: Water truck Street sweep	SERVICE DATES: 2021 to Pres
AGENCY/ FIRM: Barnhard LA DWP contract	
ADDRESS:	
CONTACT: Ray Schnur	
TELEPHONE: 406 498-8601	
FAX:	
E-MAIL: ray.schnur@barnhard-inc.com	

SERVICE: Street Sweeping	SERVICE DATES: 2017 to Pres
AGENCY/ FIRM: City of Lancaster	
ADDRESS:	
CONTACT: Gabe Nevarez City of Lancaster Public works Director	
TELEPHONE: 661 917-8110	
FAX:	
E-MAIL: gnevarez@cityoflancasterca.org	

SERVICE: Street Sweeping	SERVICE DATES: 2022 to Pres
AGENCY/ FIRM: San Bernadino County DPW	
ADDRESS:	
CONTACT: Dean Sailor	
TELEPHONE: 909 633-7113	
FAX:	
E-MAIL: dsaylor@dpw.sbcounty.gov	

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'S DEBARMENT HISTORY AND LIST OF TERMINATED CONTRACTS

Proposer's Name: Spadaro Enterprises Inc

1. DEBARMENT HISTORY (Check one)	YES	NO
Proposer is currently debarred by a public entity		X
If yes, please provide the name of the public entity:		
2. LIST OF TERMINATED CONTRACTS (Check one)	YES	NO
Proposer has contracts that have been terminated in the past three (3) years.		X

If yes, please list all contracts that have been terminated prior to expiration within the last three (3) years.

Service: _____ Name of Entity: _____
 Address: _____
 Contact: _____ Telephone: _____
 Email: _____
 Termination Date: _____ Name/Contract No: _____
 Reason for Termination: _____

Service: _____ Name of Entity: _____
 Address: _____
 Contact: _____ Telephone: _____
 Email: _____
 Termination Date: _____ Name/Contract No: _____
 Reason for Termination: _____

Service: _____ Name of Entity: _____
 Address: _____
 Contact: _____ Telephone: _____
 Email: _____
 Termination Date: _____ Name/Contract No: _____
 Reason for Termination: _____

Service: _____ Name of Entity: _____
 Address: _____
 Contact: _____ Telephone: _____
 Email: _____
 Termination Date: _____ Name/Contract No: _____
 Reason for Termination: _____

COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION

TITLE	REFERENCE					
1 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.					
Total Number of Employees in California:	17					
Total Number of Employees (including owners):	18					
Race/Ethnic Composition of Firm. Enter the make-up of Owners/Partners/Associate Partners into the following categories:						
Race/Ethnic Composition	Owners/Partners/Associate Partners	Male	Female	Percentage of how ownership of the firm is distributed	Male	Female
Black/African American				%	%	%
Hispanic/Latino	1			%	100	%
Asian or Pacific Islander				%		%
American Indian				%		%
Filipino				%		%
White				%		%

TITLE	REFERENCE				
2 CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE	If your firm is currently certified as a minority, women, disadvantaged, disabled veteran or lesbian, gay, bisexual, transgender, queer, and questioning-owned business enterprise by a public agency, complete the following.				
	<input type="checkbox"/> Check if not applicable				
Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	LGBTQQ
Supplier Clearing House	X	X			
LA County	X	X			

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):

Five horizontal lines for providing details for item A.

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):

Five horizontal lines for providing details for item B.

WATER TRUCK SERVICES FOR NORTH COUNTY GROUPS (BRC0000430)

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.

PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFP FOR WATER TRUCK SERVICES FOR NORTH COUNTY GROUPS (BRC0000430)

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:

- Proposer must have a minimum of 3 years of experience performing water truck service.

Yes. Proposer meets the experience requirement(s) stated above. Please complete chart below:

Proposer's Name	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience	Page Number (Page in your Proposal which details this requirement)
Spadaro Enterprises Inc	09 / 2001 to 11 / 2023	22 years providing Water truck services Dust Control, Compaction, Drain basin clean out.	5.3
	___ / ___ to ___ / ___		

No. Proposer **does not** meet the experience requirement(s) stated above. If you check this box, your proposal will be immediately disqualified as nonresponsive.

- Proposer's on-site supervisor assigned to this contract must have a minimum of 3 years of experience supervising water truck service.

Yes. Proposer's on-site supervisor assigned to this contract meets the experience requirement(s) stated above. Please complete chart below:

Proposer's on-site Supervisor's Name	Dates of Experience (Mo/Yrs. To Mo/Yrs.)	Description of Services/Experience	Page Number (Page in your Proposal which details this requirement)
John Wood	03 / 1999 to 11 / 2023	24 years at Spadaro Enterprises Site Supervisor	5.9

PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFP FOR WATER TRUCK SERVICES FOR NORTH COUNTY GROUPS (BRC0000430)

No. Proposer's on-site supervisor **does not** meet the experience requirement(s) stated above. If you check this box, your proposal will be immediately disqualified as nonresponsive.

3. Proposer must provide a minimum of three 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 three 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 (Page in your Proposal which details this requirement)
Class A		Yes	Robert Walker	<u>07 / 2019</u> to <u>10 / 2024</u>	11.1
Class A		Yes	Leonard Hurst	<u>10 / 2022</u> to <u>10 / 2027</u>	11.2
Class B		Yes	Ezra Jimenez	<u>10 / 2020</u> to <u>11 / 2024</u>	11.3

No. Proposer **did not** submit the documents as stated above. If you check this box, your proposal will be immediately disqualified as nonresponsive.

4. Proposer must provide a minimum of three water trucks that meet or exceed the specifications as set forth in Exhibit A, Scope of Work.

Yes. Proposer will provide a minimum of three water trucks that meet or exceed the specifications as set forth in Exhibit A, Scope of Work. Please complete the chart below.

CONTINUE TO NEXT PAGE

PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFP FOR WATER TRUCK SERVICES FOR NORTH COUNTY GROUPS (BRC0000430)

Water Truck #1 Make/Model/Year	Water Truck Specifications (Check box that applies)*	Page Number (Page in your Proposal which details this requirement)
Frieghtliner M2 106 2015 Trk # 47	<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 Equipment #47
Water Truck #2 Make/Model/Year	Water Truck Specifications (Check box that applies)*	Page Number (Page in your Proposal which details this requirement)
International Workstar 2008 Trk #43	<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 Equipment #43

PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFP FOR WATER TRUCK SERVICES FOR NORTH COUNTY GROUPS (BRC0000430)

Water Truck #3 Make/Model/Year	Water Truck Specifications (Check box that applies)*	Page Number (Page in your Proposal which details this requirement)
International Workstar 2009 Trk # 45	<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 Equipment #45

*Please note that all boxes must be checked in order to meet the requirements or your proposal may be disqualified as nonresponsive.

No. Proposer **does not** meet the minimum requirement stated above. If you check this box, your proposal will be immediately disqualified as nonresponsive.

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 (Page in your Proposal which details this requirement)
Spadaro Enterprises Inc		07/2023	06/30/2026	5.3

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'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFP FOR
WATER TRUCK SERVICES FOR NORTH COUNTY GROUPS (BRC0000430)**

6. **The use of subcontractors is prohibited for this service.** Please disregard all references to subcontractors in this RFP.

- Proposer acknowledges that subcontractors are prohibited for this service as stated above. **By NOT checking this box, your proposal submission will be immediately disqualified as nonresponsive.**

PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFP FOR WATER TRUCK SERVICES FOR NORTH COUNTY GROUPS (BRC0000430)

No. Proposer's on-site supervisor **does not** meet the experience requirement(s) stated above. If you check this box, your proposal will be immediately disqualified as nonresponsive.

3. Proposer must provide a minimum of three 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 three 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 (Page in your Proposal which details this requirement)
Class A		Yes	DeAndre Rutherford	<u>02 / 2022</u> to <u>08 / 2026</u>	11.4
Class A		Yes	Jeff Logan	<u>02 / 2019</u> to <u>02 / 2024</u>	11.5
Class A		Yes	Nelson Alvarado	<u>12 / 2022</u> to <u>01 / 2028</u>	11.6

No. Proposer **did not** submit the documents as stated above. If you check this box, your proposal will be immediately disqualified as nonresponsive.

4. Proposer must provide a minimum of three water trucks that meet or exceed the specifications as set forth in Exhibit A, Scope of Work.

Yes. Proposer will provide a minimum of three water trucks that meet or exceed the specifications as set forth in Exhibit A, Scope of Work. Please complete the chart below.

CONTINUE TO NEXT PAGE

PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFP FOR WATER TRUCK SERVICES FOR NORTH COUNTY GROUPS (BRC0000430)

Water Truck #1 Make/Model/Year	Water Truck Specifications (Check box that applies)*	Page Number (Page in your Proposal which details this requirement)
International Workstar 2008 Trk #42	<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 Equipment #42
Water Truck #2 Make/Model/Year	Water Truck Specifications (Check box that applies)*	Page Number (Page in your Proposal which details this requirement)
Freightliner M2 106 2015 Trk # 46	<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 Equipment #46

PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFP FOR WATER TRUCK SERVICES FOR NORTH COUNTY GROUPS (BRC0000430)

Water Truck #3 Make/Model/Year	Water Truck Specifications (Check box that applies)*	Page Number (Page in your Proposal which details this requirement)
International Workstar 2008 #44	<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 Equipment #44

*Please note that all boxes must be checked in order to meet the requirements or your proposal may be disqualified as nonresponsive.

No. Proposer **does not** meet the minimum requirement stated above. If you check this box, your proposal will be immediately disqualified as nonresponsive.

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 (Page in your Proposal which details this requirement)
Spadaro Enterprises Inc		07/2023	06/30/2026	5.3

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'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFP FOR
WATER TRUCK SERVICES FOR NORTH COUNTY GROUPS (BRC0000430)**

6. **The use of subcontractors is prohibited for this service.** Please disregard all references to subcontractors in this RFP.

Proposer acknowledges that subcontractors are prohibited for this service as stated above. **By NOT checking this box, your proposal submission will be immediately disqualified as nonresponsive.**

**SB 1439 QUESTIONNAIRE
WATER TRUCK SERVICES FOR NORTH COUNTY GROUPS (BRC0000430)**

Proposers and Subcontractors are all required to complete the SB 1439 Questionnaire.

If a question is not applicable, enter "N/A."

<p><i>PARTIES</i></p> <p>Applicant receiving license/permit/franchise or other entitlement for use, or winning Bidder/Proposer of contract.</p>	<p>Individual/Company Name: Spadaro Enterprises Inc Prime or subcontractor? Prime Parent? None Subsidiaries None Related Business Entities? None Name of party who signs an agreement: Melissa Keyes</p>
<p><i>PARTIES' AGENTS</i></p> <p>List of agents of Applicant for license/permit/franchise, or other entitlement for use, or of winning Bidder/Proposer of contract.</p>	<p>Name: N/A Company name (if any): N/A</p>
<p><i>PARTICIPANTS</i></p> <p>List of Applicants or Bidders/Proposers not selected and anyone who opposed or supported the application who has a financial interest in the decision.</p>	<p>Individual/Company Name: Prime or subcontractor? N/A Parent? N/A Subsidiaries? N/A Related Business Entities? N/A Name of party who signs an agreement: N/A</p>
<p><i>PARTICIPANTS' AGENTS</i></p> <p>List of agents of Bidders/Proposers not selected and of anyone who opposed or supported the application who has a financial interest in the decision.</p>	<p>Name: N/A Company name (if any): N/A</p>
<p><i>CONTRIBUTIONS</i></p> <p>Did any party, participant or their agents to this agenda item disclose they made a campaign contribution of \$250 or more to a decision-maker during the permit, licensing, leasing or approval process <i>on or after Jan. 1, 2023</i>?</p>	<p>Date of contribution: N/A Name of Contributor: N/A Recipient Name: N/A Amount: N/A</p>

It is proposer/subcontractor's sole responsibility to inform Public Works immediately of any changes in the submitted information after submission. Proposer/subcontractor declare(s) under penalty of perjury that the information stated in this form is true and accurate.

Contractor Information

Legal Entity Name
 SPADARO ENTERPRISES, INC.
Legal Entity Type
 Corporation
Status
 Active
Registration Number
 2400769
Registration effective date
 07/01/23
Registration expiration date
 06/30/26
Mailing Address
 42612 8TH STREET, WEST LANCASTER 93534 CA U...
Physical Address
 42612 8TH STREET, WEST LANCASTER 93534 CA U...
Email Address
 spadaroacct@gmail.com
Trade Name/DBA
 S&S SWEEPING & WATER TRUCKS
License Number (s)

Registration History

Effective Date	Expiration Date
06/26/18	06/30/19
06/08/17	06/30/18
05/19/16	06/30/17
12/18/15	06/30/16
07/01/19	06/30/20
07/01/20	06/30/23
07/01/23	06/30/26

Legal Entity Information

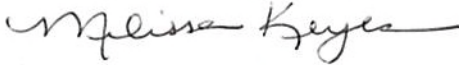
Corporation Entity Number: 2400769
President Name: Melissa Keyes
 Melissa Keyes
 Melissa Keyes
 Melissa Keyes
 Melissa Keyes
[Agency for Service:](#)
Agent of Service Name: Melissa Keyes
 42612 8th Street, West Lancaster 93534 CA United States of America

Worker's Compensation

Do you lease employees through Professional Employer Organization (PEO)?: No
Insured by Carrier
Policy Holder Name: Spadaro Enterprises, Inc
 INSURANCE COMPANY OF THE WEST
 10/01/22
 10/01/23

**DECLARATION
FOR
WATER TRUCK SERVICES FOR NORTH COUNTY GROUPS (BRC0000430)**

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE INFORMATION SUBMITTED IN FORMS PW-1 THROUGH PW-15 AND FORMS LW-1 THROUGH LW-9 ARE TRUE AND CORRECT.

PRINT NAME:	Melissa Keyes	TITLE:	President CEO
PROPOSER'S NAME:	Spadaro Enterprises Inc		
SIGNATURE:		DATE:	10/28/2023

**WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS
WATER TRUCK SERVICES (BRC0000430)**

FORM LW-9

INSTRUCTIONS

The contractor selected through this RFP process will be required to comply with State and Federal labor regulations and record keeping requirements. The objective of this questionnaire is to determine the appropriateness, scope, and suitability of the procedures the Proposer uses and the internal controls in place to ensure compliance with State and Federal labor regulations and record keeping requirements. In order to appropriately evaluate this area (Part I, Section 4.D, Evaluation Criteria), it is critical that the Proposer submit a detailed description of the processes and the steps associated with those processes.

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

**ADDITIONAL PAGES MAY BE ATTACHED OR RESPONSES CAN BE PROVIDED IN A SEPARATE DOCUMENT.
IDENTIFY EACH RESPONSE BY THE CORRESPONDING QUESTION NUMBER.**

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>1. TRACKING HOURS WORKED</p> <p>1.1. How does the Proposer track employee hours actually worked?</p> <p>1.2. Where do the Proposer's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite?</p> <p>1.3. If the employees report to a central site with travel to the worksite, when does the Proposer consider the employees' shift to have started? At a central site or upon arrival at the work location?</p>	<p>1.1 Employee Timesheet</p> <p>1.2 At their assigned DPW yard location</p> <p>1.3 N/A Due to employees starting their shift at the DPW work location</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>2. REPORTING TIME</p> <p>How does the Proposer know employees actually reported to work and at what time? For example, sign-in sheets, computerized check in, call-in system, or some other method?</p>	<p>Call-in system</p>
<p>3. RECORDS OF ACTUAL TIME WORKED</p> <p>3.1. What records are created to document the beginning and ending times of employee's actual work shifts?</p> <p>3.2. What records are maintained by the Proposer of actual time worked?</p> <p>3.3. Are the records maintained daily or at another interval (indicate the interval)?</p> <p>3.4. Who creates these records (e.g., employee, supervisor, or office staff)?</p> <p>3.5. Who checks the records, and what are they checking for?</p> <p>3.6. What happens to these records?</p> <p>3.7. Are they used as a source document to create Proposer's payroll?</p> <p>3.8. <u>ATTACH ACTUAL COPIES OF THESE RECORDS</u> (Please blank out any personal information).</p>	<p>3.1 Employee Timesheets</p> <p>3.1 Employee Timesheets</p> <p>3.3 Weekly</p> <p>3.4 Employee</p> <p>3.5 Supervisor, Payroll Department. They are checking for accurate time and complete records.</p> <p>3.6 Payroll records are maintained in the office and archived for future reference.</p> <p>3.7 Yes</p> <p>3.8 Working Timesheet attached</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>4. OTHER RECORDS USED TO CREATE PAYROLL (IF ANY)</p> <p>4.1. If records of actual time worked are not used to create payroll, what is the source document that is used?</p> <p>4.2. Who prepares and who checks the source document?</p> <p>4.3. Does the employee sign it?</p> <p>4.4. Who approves the source document, and what do they compare it with prior to approving it?</p>	<p>NONE</p> <p>N/A, Timesheets are used.</p> <p>N/A, Timesheets are used.</p> <p>N/A, Timesheets are used.</p> <p>N/A, Timesheets are used.</p>
<p>5. BREAKS</p> <p>5.1. How does the Proposer know that employees take mandated breaks and meal breaks (periods)?</p> <p>5.2. Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred?</p> <p>5.3. If so, who prepares, reviews, and approves such documentation?</p>	<p>5.1 Employee Timesheet</p> <p>5.2 Signed Timesheet by Employee</p> <p>5.3 Supervisor, Payroll Department</p>

<p style="text-align: center;">QUESTION</p>	<p style="text-align: center;">RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.</p>
<p>6. HOW PAYROLL IS PREPARED</p> <p>6.1. Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid.</p> <p>6.2. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)?</p> <p>6.3. If by check, do they receive a single check for straight time and overtime or are separate payments made?</p> <p>6.4. What information is provided on the check (e.g., deductions for taxes, etc.)?</p> <p>6.5. <u>ATTACH A COPY OF A PAY CHECK AND PAY CHECK STUB THAT SHOWS DEDUCTION CATEGORIES (COVER UP OR BLOCK OUT BANK ACCOUNT INFORMATION AND ANY EMPLOYEE INFORMATION).</u></p>	<p>6.1 Employee Timesheets are collected and checked, hours are calculated and entered into accounting software (Quickbooks) payroll system.</p> <p>6.2 Employees are paid by paycheck generated by the accounting software (Quickbooks)</p> <p>6.3 Single weekly check for straight time and overtime.</p> <p>6.4 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.</p> <p>Attached is the requested copy of paycheck and paystub that shows deduction categories. (attached corresponds to the timesheet attached LW-9</p>

SPADARO ENTERPRISES, INC. - 42612 8th Street West • Lancaster, CA 93534-4418

17498

Employee

SSN

Pay Period: 09/30/2023 - 10/06/2023

Pay Date: 10/13/2023

Earnings and Hours	Hours	Rate	Current	YTD Amount
Prevailing Wage-WT	40.00	70.46	2,818.40	92,995.20
Hourly Sick			0.00	539.28
Prevailing Wage - WT OT (x1)			0.00	1,436.96
Prevailing Wage - WT OT (x2)			0.00	1,665.60
	40.00		2,818.40	96,637.04

Taxes	Current	YTD Amount
Medicare Employee Addl Tax	0.00	
Federal Withholding	-426.00	-13,198.00
Social Security Employee	-174.74	-5,991.50
Medicare Employee	-40.87	-1,401.24
CA - Withholding	-194.60	-6,083.12
CA - Disability Employee	-25.36	-869.73
	-861.57	-27,543.59

LACO DPW 523

215.61 ←

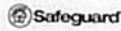
Net Pay 1,956.83 69,093.45

Sick	Accrued	Used	Available
Current	0:00	0:00	16:00
YTD	0:00	8:00	

Spadaro Enterprises, Inc., 42612 8th Street West, Lancaster, CA, 93534



MSF5001-1
L1110 USA SFSL1 047598111L



REORDER FROM YOUR LOCAL SAFEGUARD DISTRIBUTOR, IF UNKNOWN, CALL 800-523-2422

M025F002287

DATE: 10-6-23
 DAY: FRIDAY
 WORKED WITH: M. J. J. J. J.

(46)

SQS

TIME	DESCRIPTION	HOURS
START: 8:30 FINISH: 12:15	W/PT	5
START: 1:30 FINISH: 4:00	LUNCH	
START: 5:30 FINISH: 8:30	W/PT	3
START:		
FINISH:		
START:		
FINISH:		
START:		
FINISH:		
	TOTAL HOURS	8

Employee Signature
 My signature above is my acknowledgment that I have taken all required breaks and lunches for this time period and have been paid for all hours worked

I have been notified by the office should I have questions or issues, I am to contact the Human Resources Department IMMEDIATELY - Office telephone number: 661.940.1914

EMPLOYEE NAME:

PAY PERIOD:

TOTAL HOURS (REG):

TOTAL HOURS (OT):

WALDO DP 10523

PAY DATE:

PAY RATE:

MARITAL STATUS:

EXEMPTIONS:

REG TIME:

OVER TIME:

TOTAL:

FED:

FICA:

SDI:

STATE:

TOTAL TAXES:

NET PAY:

[Redacted]

9-30-23/10-6-23

40

0

10/13/2023

70.46

S

S

2818.40

0

2818.40

426.00

215.61

25.36

194.60

861.57

1956.83

EL# 17498

Spadaro Enterprises, Inc.
 42612 8th Street West
 Lancaster, CA
 93534

10/13/2023

One Thousand Nine Hundred Fifty-Six and 83/100*****

[REDACTED]
 [REDACTED]
 [REDACTED]

Pay Period : 09/30/2023-10/06/2023

Employee Pay Stub		Check number: 17498		Pay Period: 09/30/2023 - 10/06/2023		Pay Date: 10/13/2023	
Employee				SSN			
[REDACTED]				[REDACTED]			
Earnings and Hours				Sick			
Qty	Rate	Current	YTD Amount	Accrued	Used	Available	
40:00	70.46	2,818.40	92,995.20	0:00	0:00	16:00	
			539.28	0:00	8:00		
			1,436.96				
			1,665.60				
40:00		2,818.40	96,637.04				
Taxes							
		Current	YTD Amount				
		0.00	0.00				
		-426.00	-13,198.00				
		-174.74	-5,991.50				
		-40.87	-1,401.24				
		-194.60	-6,083.12				
		-25.36	-869.73				
		-861.57	-27,543.59				
Net Pay		1,956.83	69,093.45				

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>7. MANUAL PAYROLL SYSTEM</p> <p>7.1. If the Proposer uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check.</p> <p>7.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?</p>	<p>N/A Quickbooks software payroll program utilized.</p> <p>N/A Quickbooks software payroll program utilized</p>
<p>8. AUTOMATED PAYROLL SYSTEM</p> <p>8.1. If the Proposer uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll.</p> <p>8.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the automated payroll system calculate total wages paid?</p> <p>8.3. Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?</p>	<p>8.1 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>8.2 By description in the Quickbooks software payroll program utilized.</p> <p>8.3 Calculations are embedded in the accounting software program (Quickbooks)</p>

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

PROPOSER'S UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR WATER TRUCK SERVICES FOR NORTH COUNTY GROUPS

SELECTED FIRMS

Proposer Name (Prime with subcontractors* listed below) *only subcontractors with Utilization Participation are listed.	Local Small Business Enterprise (LSBE)	Small Business Enterprise (SBE)	Minority	Women-Owned	Disadvantaged Business	Disabled Veteran Business Enterprise	Social Enterprise	Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning-Owned Business Enterprise
Spadaro Enterprises, Inc.	Yes	N/A	Yes	Yes	N/A	N/A	N/A	N/A

*Information provided by proposers in response to the Request for Proposal. 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 FOR NORTH COUNTY GROUPS

FIRM INFORMATION*		Spadaro Enterprises, Inc.
BUSINESS STRUCTURE		Corporation*
CULTURAL/ETHNIC COMPOSITION		NUMBER/% OF OWNERSHIP
OWNERS/PARTNERS	Black/African American	0
	Hispanic/Latino	1/100%
	Asian or Pacific Islander	0
	Native American	0
	Subcontinent Asian	0
	White	0
	<i>Female (included above)</i>	1
COUNTY CERTIFICATION		
CBE		Y
LSBE		Y
OTHER CERTIFYING AGENCY		Supplier Clearing House

*Information provided by proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.



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+ Solicitation Detail

Solicitation Number:	BRC0000430		
Title:	Water Truck Services for North County Groups		
Department:	Public Works		
Bid Type:	Service	Bid Amount:	\$1,600,000.00
Commodity:	TANKS - STEEL - TRANSPORT TRUCK TYPE (FOR ASPHALT, GASOLINE,		

Description:

PLEASE TAKE NOTICE that Public Works requests proposals for the Water Truck Services for North County Group A and North County Group B (BRC0000430) contracts. These contracts have been designed to have a potential maximum contract term of 4 years, consisting of an initial 1-year term and potential additional three 1-year option renewals. The total estimated annual contract amounts for each Service Contract Group is as shown in the chart below:

Service Contract Group Estimated Annual Amount
North County Group A \$800,000
North County Group B \$800,000

Note: Public Works intends to award a service contract for each of the two Service Contract Groups identified above. Proposers may submit a proposal for either of the two groups, or both. Proposers must clearly specify, which service contract group(s) they are submitting a proposal for on Form PW 2, Schedule of Prices. Proposals will be evaluated and awarded independently.

The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://pw.lacounty.gov/brcd/servicecontracts/> or may be requested from Ms. Amber Albert at (626) 458-4199 or aalbert@pw.lacounty.gov or Ms. Jessica Dunn at (626) 458-4169 or jdunn@pw.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://pw.lacounty.gov/brcd/servicecontracts>.

Important instruction regarding this solicitation:

PLEASE NOTE: This is a Proposition A solicitation, as such, the County's Living Wage Ordinance is applicable to the resultant contracts. Contractors shall pay wages at rates in compliance with the Living Wage Ordinance. Please review and familiarize yourself with the Living Wage Ordinance requirements as provided in:

- Part I, Section 1, Item L, Living Wage Program
- Form LW-1, Living Wage Program
- Power Point slides available electronically at the website listed above.

"Do Business with Public Works" Website Registration

All interested proposers for this RFP are strongly encouraged to register at <http://pw.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 documents including, but not limited to:

1. Proposer must have a minimum of 3 years of experience performing water truck service.
2. Proposer's on-site supervisor assigned to these contracts must have a minimum of 3 years of experience supervising water truck service.
3. Proposer must provide a minimum of three 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 three 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 these contracts may include both prevailing wage and nonprevailing wage work. Pending registrations will not be accepted.
6. 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.

There will be no proposers' conference for this solicitation. The deadline to submit written questions for a response is Tuesday, September 12, 2023, by or before 5:30 p.m.

The deadline to submit proposals is Tuesday, September 26, 2023, at 5:30 p.m. Please direct your questions to Ms. Albert at (626) 458-4199 or Ms. Dunn at (626) 458 4169. See below for

all deadlines relating to this solicitation. Be advised, any changes to the due dates listed herein will only be made by Public Works, in writing in the form of an Informational Update or Addendum to the solicitation.

Deadlines:

1. Written Questions Due Tuesday, September 12, 2023
2. Form PW-3: Jury Service Exemption Tuesday, September 12, 2023
3. Form LW-2: Living Wage Exemption Tuesday, September 12, 2023
4. Request for Part Time Employee Approval Tuesday, September 12, 2023
5. Proposal Submission Due Tuesday, September 26, 2023

NOTE: Items 1 through 4 above, if submitting, will be due via e-mail to Ms. Albert at aalbert@pw.lacounty.gov; or Ms. Dunn at jdunn@pw.lacounty.gov. Item 5 is due from all proposers in accordance with the Important Notice below.

IMPORTANT NOTICE

Submission of proposals will only be accepted electronically using BidExpress or electronic proposals via universal serial bus drive or compact disk to the Cashier's Office in Public Works Headquarters located on the Mezzanine Floor, 900 South Fremont Avenue, Alhambra, California 91803. Submission of hard copy proposals will not be accepted.

PROPOSALS MUST BE SUBMITTED ELECTRONICALLY USING THE FOLLOWING METHOD:

Electronic Submission of Proposals

In lieu of submitting electronic proposals to the Cashier's Office, you may submit proposals electronically on www.bidexpress.com, a secure online bidding service website.

To submit your proposals electronically, register with BidExpress, prior to the due date above. A new registration page must be signed, notarized, and received by BidExpress customer support for processing before the due date. An Infotech/BidExpress Set-up Guide is included as Attachment 6 for reference. There is a nominal service fee to use BidExpress.

Please note, each upload of file in BidExpress is limited to 10 MB per file up to 50 files for a total of 500 MB. Proposers shall plan ahead and allow sufficient time to account for the registration and file size limitations before the proposal submission deadline to complete the uploading of proposal files. If proposer submits a proposal through BidExpress, proposer should not send hard copies, compact disc, or any other materials to the County via mail.

Proposals received after the closing date and time specified in this Notice of Request for Proposals will be rejected by Public Works as nonresponsive.

Less

Open Day:	8/23/2023	Close Date:	9/26/2023 5:30:00 PM
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Contact Name:	Amber Albert	Contact Phone:	(626) 458-4199
Contact Email:	aalbert@pw.lacounty.gov		
Last Changed On:	8/23/2023 9:17:59 AM		
Attachment File (0) :	+ Click here to download attachment files.		

[Update \(/LACoBids/Admin/UpdateBid/NjMyMzg1ODIzMjM4\)](/LACoBids/Admin/UpdateBid/NjMyMzg1ODIzMjM4)



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