



MARK PESTRELLA, Director

**COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS**

"To Enrich Lives Through Effective and Caring Service"

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

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

IN REPLY PLEASE
REFER TO FILE

April 16, 2019

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

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

31 April 16, 2019

CELIA ZAVALA
EXECUTIVE OFFICER

**SERVICES CONTRACT
TRANSPORTATION CORE SERVICE AREA
AWARD OF SERVICES CONTRACT FOR
EDMUND D. EDELMAN CHILDREN'S COURT SHUTTLE AND
WELLNESS CENTER SHUTTLE SERVICES IN THE
UNINCORPORATED COUNTY COMMUNITY OF CITY TERRACE
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to award a services contract to Empire Transportation, Inc., a Community Business Enterprise, for Edmund D. Edelman Children's Court shuttle and Wellness Center shuttle services in the Cities of Los Angeles and Monterey Park and the unincorporated County community of City Terrace.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the contract work is statutorily exempt from the provisions of the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
2. Find that this service can be more economically performed by an independent contractor than by County employees.
3. Award the contract for Edmund D. Edelman Children's Court shuttle and Wellness Center shuttle services to Empire Transportation, Inc., a Community Business Enterprise, located in Bellflower, California, and direct the Chair to execute the contract. This contract will be for a period of 1 year

with three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 54 months with a maximum potential contract sum of \$2,727,972.

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

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

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended action will award a contract to Empire Transportation, Inc., a Community Business Enterprise, for a community shuttle service to the residents in the Cities of Los Angeles and Monterey Park and the unincorporated County community of City Terrace. The service will provide residents in these communities with public transit service between the Children's Court; California State University, Los Angeles; Metrolink Station; other County facilities within its vicinity; and provide convenient access from regional and municipal operators into the medical center facilities from the Wellness Center at the Los Angeles County/University of Southern California Medical Center free of charge, as shown in Enclosure A.

The current Wellness Center shuttle service contract will expire on April 30, 2019, and the Edmund D. Edelman Children's Court shuttle service contract will expire on July 31, 2019. The award of this contract will continue the current service by the recommended current contractor.

The contract sum also includes cost for major vehicle repair work to County-provided service vehicles in accordance with the contract.

Implementation of Strategic Plan Goals

The County Strategic Plan directs the provisions of Strategy II.2, Support the Wellness of our Communities and Objective II.2.4, Promote Active and Healthy Lifestyles; Strategy II.3, Make Environmental Sustainability Our Daily Reality and Objective II.3.5, Support a clean, flexible, and integrated multimodal transportation system that improves mobility. The recommended actions allow the contractor to provide transit service for the elderly and persons with disabilities to access medical and social services at Wellness Center; to provide transit service for general public to access Edmund D. Edelman Children's Court, and for County employees to access various County Departments; and will support Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

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

The sum for the initial term is \$540,449.

The sum for the first option term is \$546,843.

The sum for the second option term is \$553,237.

The sum for the third and final option term is \$559,630.

The sum for the month to month option to extend up to 6 months is \$279,815.

The maximum potential contract sum is \$2,727,972 for a maximum contract period of 54 months. The total maximum potential contract amount includes major vehicle repair and graphics work to County-provided service vehicles and 10 percent of the annual contract sum for unforeseen additional work within the scope of the contract.

Funding for the Edmund D. Edelman Children's Court shuttle service is included in the Top-of-Pot Proposition A Local Return Transit Program and included in the Transit Operations Fund Fiscal Year 2018-19 Budget. Fifty-eight percent of the annual cost will be reimbursed by the Sheriff's Department, Consolidated Fire Protection District, County Counsel, Internal Services Department, and Department of Children and Family Services through departmental service orders. Funding for the Wellness Center shuttle service is included in the Proposition A Local Return Transit Program and included in the Transit Operations Fund Fiscal Year 2018-19 Budget. Funds to finance the contract's option years and 10 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractor is Empire Transportation, Inc., a Community Business Enterprise, located in Bellflower, California. This contract will commence upon the Board's approval for a period of 1-year period. With the Board's delegated authority, Public Works may renew the contract for three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential total contract term of 54 months.

The contract has been executed by Empire Transportation, Inc., and approved as to form by County Counsel (Enclosure B). The recommended contract was solicited on an open competitive basis and is in accordance with applicable Federal, State, and County requirements.

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

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

The contractor has agreed to pay its full-time employees the current Living Wage Rate approved by the Board on December 1, 2015, and to comply with the County's Living Wage reporting requirements. The County's Proposition A and Living Wage Ordinance provisions apply to this proposed contract, as County employees can perform these contracted services. The contract complies with all of the requirements of the County Code, Section 2.201.

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 statutorily exempt from the provisions of the California Environmental Quality Act, pursuant to Section 21080 (b) (10) of the Public Resources Code. This exemption provides for the implementation of passenger or commuter transit services.

CONTRACTING PROCESS

On May 2, 2016, a notice of the Request for Statement of Qualifications (RFSQ) was placed on the County's "Doing Business With Us" website (Enclosure D); Public Works' "Business Opportunities" website; Twitter; and advertisement was placed in the Los Angeles Times. Also, Public Works informed 1,198 Local Small Business Enterprises; and 106 independent contractors, various business development centers, and municipalities about this business opportunity.

Commencing on May 31, 2016, Public Works started to accept RFSQ for fixed route and dial-a-ride transit service providers. The statements were reviewed to ensure they each met the minimum requirements in the RFSQ. The evaluation was based on criteria detailed in the RFSQ, including experience, work plan, financial resources, references, and demonstrated control over labor/payroll recordkeeping. The committee utilized the informed averaging methodology for applicable criteria. Based on this evaluation, Public Works selected nine apparent responsive and responsible vendors and placed them on a prequalified list.

On September 17, 2018, Public Works issued an Invitation for Bids from the apparent responsive and responsible vendors on the qualified list. On October 9, 2018, two bids were received and were evaluated based on the price category. It is recommended that this contract be awarded to the lowest cost, apparent responsive, and responsible contractor, Empire Transportation, Inc., a Community Business Enterprise, located in Bellflower, California.

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. No record of violations was found.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

CONCLUSION

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mark Pestrella". The signature is fluid and cursive, with the first name "Mark" and last name "Pestrella" clearly distinguishable.

MARK PESTRELLA

Director

MP:JQ:ep

Enclosures

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

The Shuttle connects with the following bus and train lines.

El Microbús conecta con las siguientes líneas de autobús y tren.

Alhambra Community Transit
(626) 289-1220

El Sol Shuttle
(626) 458-3909

Foothill Transit
(800) RIDE INFO (800) 743-3463
Expressway Lines/*Rutas de autobús express*:
481, 493, 497, 498, 499, 699, Silver Streak

Metro
(323) GO-METRO (323) 466-3876 or 511
Expressway Lines/*Rutas de autobús express*:
485, 487, 489, Silver Line
Local Lines/*Rutas locales*: 70, 71, 256, 665

Metrolink
(800) 371-LINK (800) 371-5465
Lines/*Rutas*: San Bernardino

Monterey Park Spirit
(626) 307-7842

For more information on how to get to the Cal State LA Busway/Metrolink Station via public transportation, please call **(323) GO-METRO**.

*Para más información sobre como llegar a la Estación Cal State LA Busway/Metrolink por la vía de transporte público, favor de llamar al **(323) GO-METRO**.*

The Shuttle Operates Monday Through Friday

(except on the following holidays)

El Microbús Opera de lunes a viernes

(excepto en los siguientes días de fiesta)

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day

For more information regarding the Shuttle service , please call **(626) 458-3909** or visit www.lagobus.info

*Para más información sobre el servicio del Microbús, favor de llamar al **(626) 458-3909** o visite www.lagobus.info*

For the hearing impaired, please call **711**

*Para las personas con dificultad auditiva, favor de llamar al **711***



The service is financed through funds provided by the County of Los Angeles.

Este servicio es financiado por el Condado de Los Angeles.



Edmund D. Edelman Children's Court

Shuttle Service

Welcome aboard the free shuttle service.

Bienvenidos a bordo del servicio gratuito del microbus.

Effective October 5, 2015
Efectivo el 5 de octubre 2015

Hours of Operation Monday–Friday | *Horario de Servicio lunes a viernes*

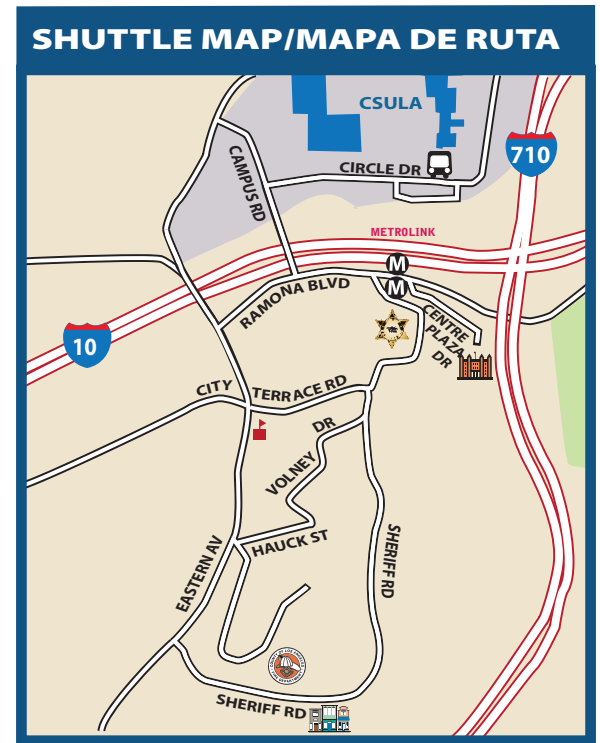
The shuttle operates in accordance with the following schedule. Times may vary due to traffic and weather conditions.
Between 5:55–9:00 A.M. there are two shuttles alternating service.

*El Microbús provee servicio durante el siguiente horario. Este horario puede cambiar debido al tráfico y las condiciones del clima.
Durante las 5:55–9:00 A.M. hay dos microbuses proveyendo servicio.*

8:45 A.M., 9:00 A.M., & 6:05 P.M. shuttles from CSULA Busway return to CSULA Busway.
8:45 A.M., 9:00 A.M., y 6:05 P.M. los microbuses de CSULA Busway regresan a CSULA Busway.

| CSULA Busway/MetroLink | Children's Court | Sheriff's HQ | Service Complex | | Fire Dept. |
|------------------------|------------------|--------------|-----------------|---------|------------|
| | | | Stop #1 | Stop #2 | |
| 5:55 A.M. | | | | 6:02 | |
| 6:00 | 6:04 | 6:07 | | | |
| 6:10 | 6:14 | 6:17 | | 6:21 | |
| 6:15 | 6:19 | 6:22 | 6:26 | 6:27 | 6:32 |
| 6:28 | 6:32 | 6:35 | | | |
| 6:40 | 6:44 | 6:47 | | | |
| 6:45 | 6:49 | 6:52 | 6:56 | 6:57 | 7:02 |
| 6:55* | 6:59 | 7:02 | | 7:07 | |
| 7:10* | 7:14 | 7:17 | | | |
| 7:15* | 7:19 | 7:22 | | | |
| 7:30 | 7:34 | 7:37 | 7:41 | 7:42 | 7:47 |
| 7:37* | 7:41 | 7:44 | | 7:49 | |
| 7:55 | 7:59 | 8:02 | 8:06 | 8:07 | 8:12 |
| 8:00* | 8:04 | 8:07 | | | |
| 8:15 | 8:19 | 8:22 | | | |
| 8:25 | 8:29 | 8:32 | | | |
| 8:30 | 8:34 | 8:37 | | | |
| 8:45 | 8:49 | 8:52 | | | |
| 9:00 | 9:04 | 9:07 | | | |

| CSULA Busway/MetroLink | Fire Dept. | Service Complex | | Sheriff's HQ | Children's Court |
|------------------------|------------|-----------------|---------|--------------|------------------|
| | | Stop #2 | Stop #1 | | |
| 9:30 | | | | On Call** | 9:34 |
| 9:50 | | | | On Call** | 9:54 |
| 10:10 | | | | On Call** | 10:14 |
| 10:25 | | | | On Call** | 10:29 |
| 10:40 | | | | On Call** | 10:44 |
| 10:55 | | | | On Call** | 10:59 |
| 11:05 | | | | On Call** | 11:09 |
| 11:25 | | | | On Call** | 11:29 |
| 11:40 | | | | On Call** | 11:44 |
| 11:55 | | | | On Call** | 11:59 |
| 12:10 | | | | On Call** | 12:14 |
| 12:25 | | | | On Call** | 12:29 |
| 12:40 | | | | On Call** | 12:44 |
| 12:50 | | | | On Call** | 12:54 |
| 1:10 | | | | On Call** | 1:14 |
| 1:25 | | | | On Call** | 1:29 |
| 1:40 | | | | On Call** | 1:44 |
| 1:50 | | | | On Call** | 1:54 |
| 2:10 | | | | On Call** | 2:14 |
| 2:25 | | | | On Call** | 2:29 |
| 2:45 | | | | On Call** | 2:49 |
| 3:00 | | | | On Call** | 3:04 |
| 3:12 | | | 3:19 | 3:23 | 3:26 |
| 3:42 | | 3:49 | | 3:53 | 3:56 |
| 4:07 | 4:14 | 4:18 | 4:19 | 4:23 | 4:26 |
| 4:39 | 4:45 | 4:49 | | 4:53 | 4:56 |
| 5:20 | | | | 5:23 | 5:26 |
| 5:42 | | 5:49 | | 5:53 | 5:56 |
| 6:05 | | | | On Call** | 6:09 |



M The shuttle connects to the Eastbound Metro Line 70 at Ramona Blvd./Centre Plaza Dr. during shuttle operating hours. The shuttle only connects to the Westbound Metro Line 70 at Ramona Blvd./Centre Plaza Dr. after 9:40 a.m.

M El microbús conecta con la Ruta 70 Este de Metro en la intersección de Ramona Blvd y Centre Plaza Dr. durante las horas de servicio. El Microbús solamente conecta con la Ruta 70 oeste de Metro en la intersección de Ramona Blvd. y Centre Plaza Dr. después de las 9:40 a.m.

* Shuttle drops off at Fire Dept. by passenger request only.

* El microbús deja pasajeros en el Depto. de Bomberos solamente cuando es pedido.

** For people requiring transportation, please call (626) 246-3799.

** Para personas que necesitan transportación, por favor llame al (626) 246-3799.



The Children's Court Shuttle is wheelchair accessible.

El Microbús Children's Court es accesible para personas en silla de ruedas.

TARIFA: Gratis

Tarifa está sujeta a cambios sin previo aviso.

HORARIO DE SERVICIO:

7 am – 7 pm lunes a sábado

El microbus tiene aire acondicionado y es accesible para sillas de ruedas.

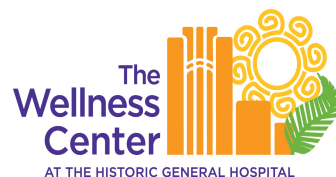
El microbus conecta con los proveedores de transportación siguiente:

DASH

Boyle Heights/East LA
Lincoln Heights/Chinatown
www.ladottransit.com
(213) 808-2273

Metro

Ruta 605
Ruta 620
www.metro.net
(323) GO-METRO o 511



1200 N. State St., Los Angeles 90033



The Wellness Center Shuttle



FARE: Free

Fare is subject to change without notice.

SHUTTLE OPERATES:

7 am – 7 pm Monday to Saturday

The shuttle is air-conditioned and wheelchair accessible.

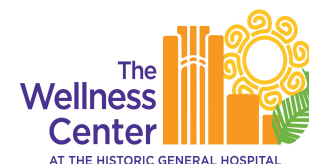
The shuttle connects with the following transit providers:

DASH

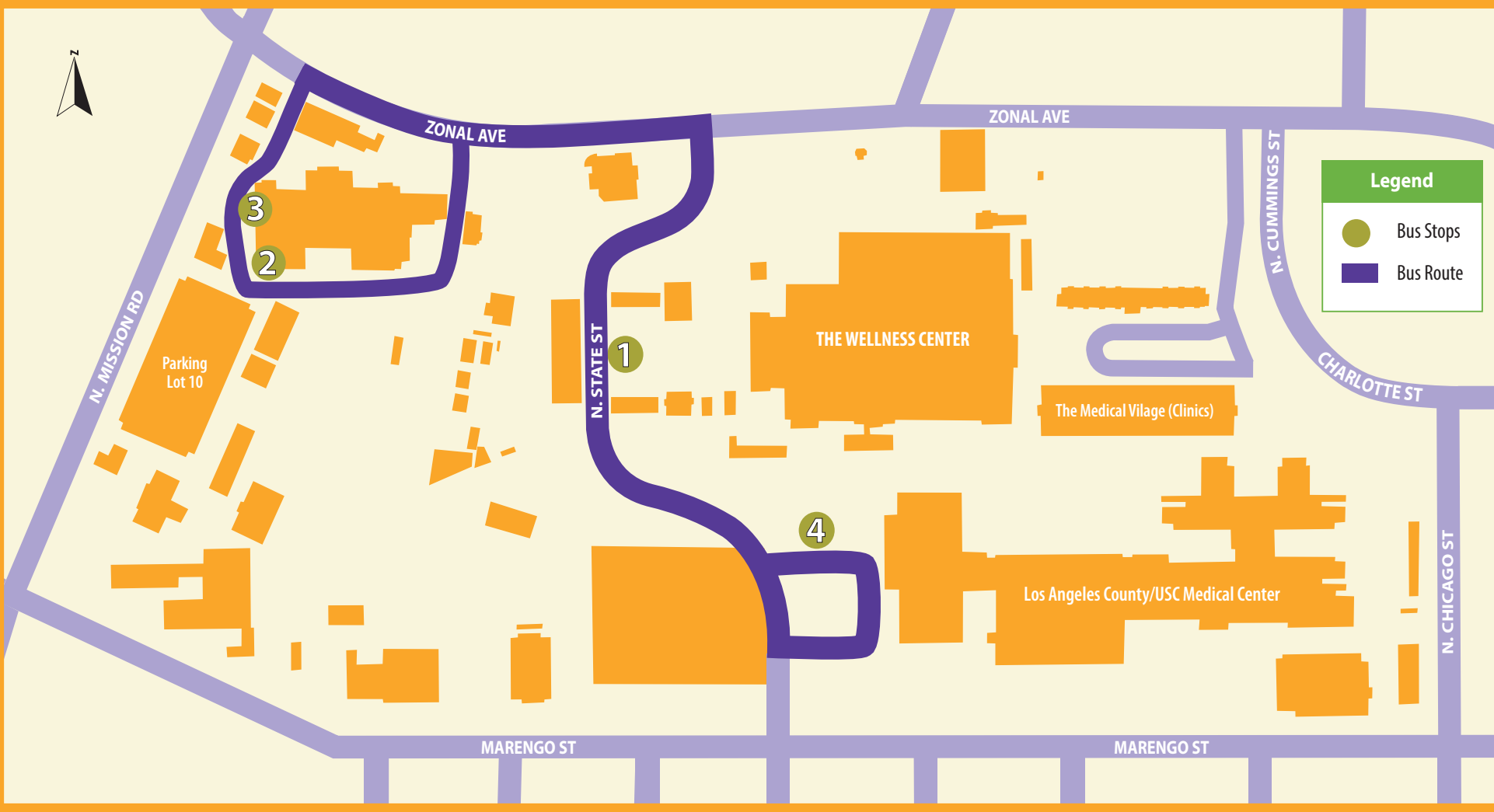
Boyle Heights/East LA
Lincoln Heights/Chinatown
www.ladottransit.com
(213) 808-2273

Metro

Line 605
Line 620
www.metro.net
(323) GO-METRO or 511



The Wellness Center Shuttle



Legend

- Bus Stops
- Bus Route

Holidays with no Service:

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.

No hay servicio en los siguientes días festivos:

Año Nuevo, Día Conmemorativo, Día de Independencia, Día del Trabajo, Día de Acción de Gracias, Día de Navidad.

Service Frequency:

The service frequency will be 15 minutes.

Frecuencia:

Servicio cada 15 minutos.

For more information regarding this shuttle service, please call (626) 458-3909 or visit

www.lagobus.info

Para más información sobre el servicio del microbus, favor de llamar al (626)458-3909 o visite www.lagobus.info

For the hearing impaired, please call 711

Para las personas con dificultad auditiva, favor de llamar al 711

Key Destinations Served
Shuttle Stops

Departure Time/Horas de Salida

Each hour between 7 am - 7 pm Monday to Saturday/Cada hora de 7 am - 7 pm lunes a sábado

- 1. The Wellness Center
- 2. Parking Lot 10
- 3. ADA Parking
- 4. Los Angeles County/ USC Medical Center

| Stop | 07:00 | 07:15 | 07:30 | 07:45 |
|---|-------|-------|-------|-------|
| 1. The Wellness Center | :00 | :15 | :30 | :45 |
| 2. Parking Lot 10 | :04 | :19 | :34 | :49 |
| 3. ADA Parking | :06 | :21 | :36 | :51 |
| 4. Los Angeles County/ USC Medical Center | :10 | :25 | :40 | :55 |

Agreement



BY AND BETWEEN

LOS ANGELES COUNTY,
PUBLIC WORKS

AND

EMPIRE TRANSPORTATION, INC.

FOR

EDMUND D. EDELMAN CHILDREN'S COURT SHUTTLE AND
WELLNESS CENTER SHUTTLE SERVICES (2018-PA037)

78942

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| Section 11 | | Local Small Business Enterprise Preference Program..... | B.51 |
| Section 12 | | Compliance with County's Defaulted Property Tax Reduction Program..... | B.52 |
| Section 13 | | Disabled Veteran Business Enterprise Preference Program | B.53 |
| Section 14 | | Displaced Transit Employee Program..... | B.54 |

- EXHIBIT C Internal Revenue Service Notice 1015**
- EXHIBIT D Safely Surrendered Baby Law Posters**
- EXHIBIT E Defaulted Property Tax Reduction Program**
- EXHIBIT F.1A Performance Requirements Summary**
- EXHIBIT G.1 Service Route, Schedule, and Fare**
- EXHIBIT H.1 County-Provided Service Vehicle Specifications**
- EXHIBIT I.1 Contractor-Provided Service Vehicle Requirements**
- EXHIBIT J.1 Service Vehicle Appearance/Cleanliness Checklist**
- EXHIBIT K.1 Driver's Daily Vehicle Report**
- EXHIBIT L.1 Vehicle Accident Report**
- EXHIBIT M.1 Preventive Maintenance**
- EXHIBIT N.1 Intentionally Omitted**
- EXHIBIT O.1 Controlled Substance and Alcohol Testing Program**
- EXHIBIT P.1 Transit Security Plan**
- EXHIBIT Q.1 Intentionally Omitted**
- EXHIBIT R.1 Intentionally Omitted**
- EXHIBIT S.1 Bid Submission Instructions**

AGREEMENT FOR
EDMUND D. EDELMAN CHILDREN'S COURT SHUTTLE AND
WELLNESS CENTER SHUTTLE SERVICES (2018-PA037)

THIS AGREEMENT, made and entered into this 16th day of April, 2019, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and EMPIRE TRANSPORTATION, INC., a California Corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on October 9, 2018, hereby agrees to provide services as described in this Contract for Edmund D. Edelman Children's Court Shuttle and Wellness Center Shuttle Services.

SECOND: This AGREEMENT, together with Exhibit A.1, Scope of Work; Exhibit A.2, Intentionally Omitted; Exhibit A.3, Schedule of Prices; Exhibit A.4, 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.1.A, Performance Requirements Summary; Exhibit G.1, Service Route, Schedule, and Fare; Exhibit H.1, County-Provided Service Vehicle Specifications; Exhibit I.1, Contractor-Provided Service Vehicle Requirements; Exhibit J.1, Service Vehicle Appearance/Cleanliness Checklist; Exhibit K.1, Driver's Daily Vehicle Report; Exhibit L.1, Vehicle Accident Report; Exhibit M.1, Preventive Maintenance; Exhibit N.1, Intentionally Omitted; Exhibit O.1, Controlled Substance and Alcohol Testing Program; Exhibit P.1, Transit Security Plan; Exhibit Q.1, Intentionally Omitted; Exhibit R.1, Intentionally Omitted; and Exhibit S.1, Bid Submission Instructions; the CONTRACTOR'S Statement of Qualifications and Bid Submission, all attached hereto; the Request for Statement of Qualifications (RFSQ); Addenda to the RFSQ, and the Invitation for Bids (IFB) and Addenda thereto, 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 Bid and attached hereto as Forms PW-2.1 through PW-2.5, an amount not to exceed the maximum potential contract sum of \$2,479,974 for the entire contract period or such greater amount as the Board may approve (Maximum Contract Sum). The sum for the initial term is \$540,449; the sum for the first optional term is \$546,843; the sum for the second optional term is \$553,237; the sum for the third and last optional term is \$559,630; and a month-to-month extension up to 6 months at the PW-2.4 rates for \$279,815.

FOURTH: This Contract's initial term shall be for a period of one year commencing upon the Board's approval. The COUNTY shall have the sole option to renew this Contract term for up to three additional one-year period and six month-to-month extensions, for a maximum total Contract term of four years and six months. Each such option shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full one year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

FIFTH: The CONTRACTOR shall bill monthly in arrears, for the work performed during the preceding month. Work performed shall be billed at the hourly rates quoted in Forms PW-2.1-PW-2.5, Schedule of Prices for the applicable term.

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

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

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

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

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

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 Jamie Hahn
Chair, Board of Supervisors

ATTEST:

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

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

31 APR 16 2019

By Tanya Ruiz
Deputy

Celia Zavala
CELIA ZAVALA
EXECUTIVE OFFICER

APPROVED AS TO FORM:

MARY WICKHAM
County Counsel

By Carol Suzuki
Deputy

EMPIRE TRANSPORTATION, INC.

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

CELIA ZAVALA
Executive Officer
Clerk of the Board of Supervisors

By Tanya Ruiz
Deputy

By [Signature]
Its President

Bernie Asis
Type or Print Name

By [Signature]
Its Secretary

Bernie Asis
Type or Print Name

78942

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.

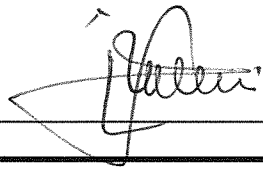
State of California
County of Los Angeles)

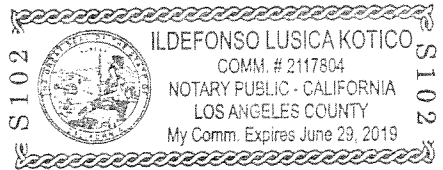
On 02-13-2019 before me, Ildefonso Lusica Kotico - Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



SCOPE OF WORK

EDMUND D. EDELMAN CHILDREN'S COURT SHUTTLE AND
WELLNESS CENTER SHUTTLE SERVICES (2018-PA037)

A. Public Works Contract Manager

Public Works' Contract Manager will be Mr. Allen Ude of Programs Development Division who may be contacted at (626) 458-5909 or aude@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m. The Contract Manager or his designee is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change Contract Manager. The Contractor will be notified in writing when there is a change in the Contract Managers.

B. Work Location

1. The Edmund D. Edelman Children's Court Shuttle will provide local shuttle service between the Cal State University, Los Angeles, Busway/MetroLink Station; and the Edmund D. Edelman Children's Court, Sheriff's Headquarters, Fire Department Headquarters, Internal Services Department's Service Complex, and two Metro transit stops.
2. The Wellness Center Shuttle provides convenient access from regional and municipal operators into the medical center facilities. The service will establish links with various bus lines allowing hospital patrons and staff access to the hospital's facilities.

See Exhibit G.1, Service Route, Schedule, and Fare for shuttle routes.

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.1 (Supplemental), Scope of Work, shall be included in the price quoted by the Contractor in Forms PW-2.1 – PW-2.5, Schedule of Prices, unless stated otherwise in the Contract.

E. Work Description

This work to be accomplished under these specifications shall be the continuation of a community shuttle service operating in the unincorporated County areas of Edmund D. Edelman Children's Court and other County facilities within its vicinity, hereinafter referred to as the "Service."

The Contractor shall operate the Service subject only to the general policies and direction of the County with regard to management and operations and to the provisions and requirements of this Exhibit A.1 (Supplemental), Scope of Work. The Contractor shall perform the following, but not limited to, executive and administrative management; employment and supervision of all personnel including supervisors, vehicle operators, dispatchers, mechanics, and other maintenance personnel; operation of training and safety programs; maintenance and repair of vehicles and equipment; processing of warranty claims for County's vehicles; assistance for public relations and promotions; and preparation of reports and analysis of financial and other matters; clerical, statistical, and bookkeeping services. The Contractor shall provide all vehicle operators, facilities, equipment, parts, and supplies required in the operation of Service, unless specifically identified to be contributed by County.

F. Routes, Frequency, Hours and Days of Service

1. Service

Service routes, frequency, and days of operation shall be as specified in Exhibit G.1, Service Route, Schedule, and Fare.

2. Service Modification

The County has established Service routes and schedules as described in Exhibit G.1, Service Route, Schedule, and Fare. If the Contract Manager determines that the Service may be improved by revisions to scheduling, vehicle assignment, fleet size, or areas serviced, the Contract Manager and Contractor shall plan and institute such changes jointly within the terms of this Contract.

Service routes and location(s) may be added or removed during the Contract period. Upon request by the Contract Manager, the Contractor shall provide a written quotation for any additional location(s), based on the rates quoted in the appropriate PW-2, Schedule of Prices, form (between PW-2.1 through PW-2.5). The Contractor shall be paid per Service Vehicle Revenue Hours for additional locations according to the rates quoted in Form PW-2. Upon Contract Manager's negotiation and acceptance of the Contractor's written quotation, and subject to approval of the Director or

designee, the additional location(s) may be added to the Contract by amendment or change order.

The total revenue hours may be either increased or decreased by up to 25 percent without renegotiation of the Hourly Rate(s) provided by the Contractor on Form PW-2, Schedule of Prices over the term of this Contract.

The Contract Manager will provide any proposed modification to the Contractor at least 30 calendar days prior to implementation of any Service revision unless a shorter time period is mutually agreed to by both parties.

3. Special Service Operation

The Contractor may be asked by the Contract Manager to provide service in support of special events or community programs. The Contractor shall provide this service pursuant to the terms, conditions, and requirements of this Contract.

G. Equipment

1. Transit Vehicles

a. County-Provided Service Vehicles

Service shall be provided by the Contractor using County-Provided Service Vehicles. County will lease to Contractor five or more transit vehicles as described in Exhibit H.1, County-Provided Service Vehicle Specifications, hereinafter referred to as "County Service Vehicles". The County Service Vehicles may be leased to the Contractor at the rate of \$1 per month. Upon receiving County Service Vehicles, Contractor shall be responsible for the operation and maintenance of the vehicles, and for all costs for insurance, servicing, and storage.

b. Contractor-Provided Service Vehicles

Contractor shall provide a sufficient number of vehicles required to run the service that meet or exceed the required specifications described in Exhibit I.1, Contractor-Provided Service Vehicle Requirements, hereinafter referred to as "Contractor Service Vehicles."

In the event of a County Service Vehicle(s) breakdown or the vehicle(s) is removed from Service, Contractor shall provide a replacement vehicle(s) to continue the operation of Service during all

periods in which the County Service Vehicle(s) is not available for Service.

c. Support Vehicles

Contractor shall provide all other vehicles necessary for both adequate supervisory and maintenance support. These vehicles shall be in good operating condition and appearance.

d. Supplemental Service Vehicles

The Contract Manager may direct the Contractor to operate additional Contractor Service Vehicle(s) or County Service Vehicle(s), for Service in the event demand for Service exceeds the capacity provided by the current Service Vehicles and/or in the event County Service Vehicles are no longer operable. County shall approve the vehicles prior to being placed into Service.

2. General Terms for Transit Vehicles

Contractor shall acknowledge receipt, condition, and working order of County Service Vehicles and equipment. This acknowledgement applies to County Service Vehicles and equipment received at start of Service as well as those subsequently added to the fleet.

Contractor shall maintain all vehicles, related accessories, equipment, and facilities required per this Contract in good order and in a condition satisfactory to Contract Manager. Upon request by Contract Manager, reports regarding vehicles' condition, operation status, complaints, or other relevant information pertaining to Service shall be forwarded to Contract Manager. Contractor shall not seek additional compensation for any costs incurred to meet the requirements in this paragraph.

Contractor shall provide a sufficient number of spare Service Vehicle(s) equipped with air conditioning and wheelchair lift/ramp equipment in the event any assigned Service Vehicle breaks down. The spare Service Vehicle(s) should meet or exceed the Service Vehicle specification in Exhibit I.1, Contractor Service Vehicle Requirements. The cost of the spare Service Vehicle(s) shall be included in Contractor's actual overall Service operating costs as provided in Form PW-2, Schedule of Prices. Contractor's equipment and facilities shall meet all requirements of applicable Federal, State, and local ordinances and laws including, but not limited to, the Americans with Disabilities Act (ADA). In its sole discretion, the County may provide the Contractor with a spare Service Vehicle(s).

EXHIBIT A.1 (SUPPLEMENTAL)

Contractor shall be prohibited from the sale, assignment, or sublease of County Service Vehicles or equipment. Contractor shall also be prohibited from using County Service Vehicles or equipment for any purpose other than providing Service as specified in this Contract. At contract termination, Contractor shall return and deliver County Service Vehicles, equipment, and all other peripheral equipment to County (date, time, and address to be specified by Contract Manager) with no deferred maintenance or damages with the exception of reasonable wear and tear.

Contract Manager may inspect County Service Vehicles, equipment, and all other peripheral equipment prior to Contract termination to assess condition of County Service Vehicles and equipment. Contractor shall be responsible to perform all the work necessary to correct any deficiencies noted. Contract Manager, at his/her own discretion, may withhold up to the final 2 months of Service payment until Contractor completes repair or deducts the cost of correcting the deficiencies from payment due to Contractor, if Contractor fails to perform the necessary work to correct the deficiencies within the time specified by Contract Manager.

The Contractor shall, at its sole expense, repair or replace any County Service Vehicle and/or equipment, which may be damaged or lost by reason of collision, fire, negligence, abuse, vandalism, or other like cause. If the equipment is to be replaced by the Contractor, it shall be with a County-approved exact duplicate or as stipulated by the County. In lieu of replacement Service Vehicle(s) or replacement equipment, the County may accept, at the Director's sole option, insurance funds plus the Contractor's deductible or the County's Net Book Value of the Service Vehicle or equipment, whichever is greater. The Contractor shall pay the County the final sale price of the Service Vehicle for any total loss occurring within the first 90 days of the vehicle being placed into service.

The County's Net Book Value of a Service Vehicle shall be based upon the straight-line depreciation over the years of useful life, as determined by the County, with a 10 percent salvage value. The beginning date of the depreciation to be used is the first date the new Service Vehicle is placed into service. The final sale price (excluding taxes, license fees, and documentation fees) of the new Service Vehicle is to be used as the basis for depreciation.

All payments shall be within 90 calendar days of Date of Loss (DOL). Liquidated Damages may be assessed each month for claims unresolved after 120 calendar days.

3. Communication Equipment

The Contractor, in the performance of this Contract, shall comply with all laws and regulations, including any and all contained within the California Vehicle Code (VC). Contractor shall ensure that all vehicle operators providing service under this Contract are familiar and comply with VC, Section 23123, (Hang-Up-and-Drive Law).

a. Service Vehicle Communication Equipment

Contractor shall provide two-way radio communication equipment, or mobile phones (not operating in a walkie-talk-mode), or some other type of voice communications equipment that is able to communicate in real time with the vehicle operator for all vehicles utilized in Service. The communication equipment used shall provide complete coverage throughout the service area for all vehicles utilized in Service.

Contractor shall provide the necessary communication equipment for a base station and a sufficient number of "repeater stations" to permit uninterrupted communication between the dispatch center and vehicles while in Service.

Contractor shall be responsible for proper maintenance of said equipment on all vehicles and shall comply with all applicable Federal statutes and regulations in connection with such use. Contractor shall be responsible for licensing of radio communication equipment. Citizen's Band communication equipment is not acceptable.

b. Internet Access, E-Mail

Contractor shall maintain Internet access and valid e-mail addresses throughout the duration of this Contract. Contractor shall provide unique e-mail addresses for the Project Manager and the Maintenance Manager. Contractor shall provide County with these e-mail addresses as some communication, including the monthly reports, may be done through e-mail for convenience and timeliness.

c. Business Contact Telephone Number

Contractor shall provide County with a business contact telephone number that shall be answered by a live person during the hours of Service operation. The person answering the telephone shall be

able to put Contract Manager, or his/her designee, in contact with key management personnel in case of an emergency.

d. 24-Hour Emergency Contact

Contractor shall maintain a 24-hour emergency contact pager, cell phone, or management telephone tree. The Project Manager or other responsible manager must be able to return a call to Contract Manager within 1 hour after being requested, including during non-business hours. This manager must be able to address all operational issues in case of an emergency.

e. Vehicle Video Surveillance System

In an effort to enhance both passenger safety and the protection of the bus operator, County may install a video surveillance system on County-owned Service Vehicles. Some of the elements, which may be included as a part of this video surveillance system along with any required supporting hardware and software is as follows:

1. Video recording cameras and associated equipment mounted to both the interior and exterior of each Service Vehicle(s) to record real-time video images.
2. A Digital Video Recorder (DVR) able to capture the recorded video and store its contents both internally within the DVR's memory and on an external memory storage device (i.e. SD memory card, flash drive, etc.).
3. The equipment to support a mobile phone service transmitter to remotely view real-time video while, the County-owned Service Vehicle is operating in revenue service. This real-time video may be accessible through an internet web site.

Contractor shall download on a periodic basis all data retrieved by the Digital Video Recorder and have it sorted by date, week, and month. This recorded video is to be safely and securely stored for covenant retrieval for a minimum period of 30 days (1 month) and for a maximum period of no more than 90 days (3 months).

Contractor shall provide access to inspect and view the stored video at the request of the Contract Manager. In addition, Contractor shall also be responsible for the maintenance of the Video Surveillance

System including any warranty claims and needed repairs to ensure its proper operation during all hours of revenue service.

Contractor is also responsible for insuring that the use of a video surveillance system does not violate any employee work rules/policies or any collective bargaining agreements between the Contractor and its employees, and shall hold the County harmless from any claim by its employees against the County arising out of the installation and or use of these devices.

f. Automated Vehicle Locator (Global Positioning Satellite) Devices

County may install Automated Vehicle Locator (AVL) devices on the County Service Vehicles. The AVL devices are permanently installed and contain Global Positioning Satellite (GPS) functionality along with remote diagnostic information.

County may request permission from Contractor to install AVL devices on Contractor-owned vehicles that are assigned as the primary Service Vehicles. These devices will be removed from the Contractor-owned vehicles at the end of the contract.

These units may report back to the County and Contractor any engine or emission malfunction. These devices can also provide real time data about location, vehicle speed, excessive idling, etc. Once installed, the AVL device does not require any service/maintenance. Therefore, the AVL device is not to be handled or adjusted in any way by the Contractor. If the County installs these AVL devices on the County Service Vehicles, it will be the Contractor's responsibility to ensure that the devices are not disconnected, damaged, or removed. If the device is damaged, lost, or stolen, the Contractor shall be responsible for the cost to replace and install the lost or damaged unit. The device shall be replaced within 2 weeks of the date of loss/damage unless otherwise approved by the County due to unforeseen circumstances. The device shall be provided and installed by a County-approved vendor.

Contractor is responsible for insuring that installation of these AVL devices does not violate any collective bargaining agreements between Contractor and its employees, and shall hold the County harmless from any claim by its employees against the County arising out of the installation or use of these devices.

H. Storage and Maintenance Facilities

1. The County will not provide storage facilities for the Contractor.
2. Contractor shall provide appropriate fixed-vehicle storage and maintenance facilities for the garaging, servicing, and cleaning of Service Vehicles and equipment. Facilities shall include:
 - a. An enclosed workspace sufficient to allow maintenance personnel to Service Vehicles and be protected from the weather
 - b. A concrete shop floor capable of withstanding the maximum weight of County Service Vehicles
 - c. A security-fenced, paved, and lighted area for overnight vehicle parking with adequate spaces for County Service Vehicles
 - d. A compressed air supply
 - e. Tire-changing equipment
 - f. Battery maintenance equipment and spare batteries
 - g. Vehicle lubrication equipment
 - h. All tools and equipment necessary to perform required preventive maintenance
 - i. All tools and equipment necessary to service vehicles, perform component adjustments, and make mechanical repairs
 - j. Equipment necessary to wash and clean vehicles in accordance with this Contract
 - k. Adequate secured storage area for tools, equipment, and parts
 - l. A lighted maintenance pit or an appropriate State of California Occupational Safety and Health Administration (Cal/OSHA) or American National Standard Institute (ANSI) approved hydraulic lift capable of fully lifting the heaviest of County Service Vehicles six feet above the floor for maintenance purposes
 - m. Fueling facility with the ability to provide Liquefied Petroleum Gas (LPG) and Compressed Natural Gas (CNG). It is acceptable for

Contractor to obtain alternative fuels such as LPG and CNG at an off-site location

I. Service Vehicle and Equipment Maintenance

1. Service Vehicle Condition

All vehicles, vehicle equipment, and any other equipment necessary to provide Service shall be maintained by Contractor to acceptable appearance standards and in good repair and condition satisfactory to Contract Manager and in accordance with manufacturers' recommended maintenance procedures as well as with applicable Federal and State regulations. Contractor shall maintain a "Satisfactory" California Highway Patrol (CHP) terminal inspection rating throughout the life of this Contract. **Subcontracting is not allowed to meet this requirement.**

If Contractor receives a rating below "Satisfactory" including "Conditional" or "Unsatisfactory" from the CHP, Contractor shall so notify Contract Manager immediately and outline steps that shall be taken to correct each deficiency. Failure of the Contractor to take the necessary actions to improve their Terminal inspection rating to a "Conditional" or higher rating within 6 months of receiving an "unsatisfactory" rating will be grounds for termination of the proposed contract. In addition, failure of the Contractor to take the necessary actions to improve their Terminal inspection rating to a "Satisfactory" rating within 6 months of receiving a "Conditional" rating will be grounds for termination of the proposed contract. Contractor shall not seek additional compensation of any costs incurred to meet the requirements in this paragraph.

2. Warranty Work (County-Provided Service Vehicles Only)

Contract Manager will provide Contractor with the written manufacturer's warranty, if any, for County Service Vehicles. Contractor shall become County's designated warranty agent for County Vehicle(s). Contractor shall be responsible for ensuring that the vehicle manufacturers and all component manufacturers perform or reimburse Contractor for all work and parts that are covered under warranty. Contractor shall diligently follow the preventive maintenance program so any warranty coverage of County Service Vehicles is not lessened or invalidated. Contractor shall not seek additional compensation for any costs incurred to meet the requirements in this paragraph.

3. Service Vehicle Appearance/Cleaning/Fumes

Contractor shall be responsible for maintaining the appearance of all vehicles as described in Exhibit J.1, Service Vehicle Appearance/Cleanliness Checklist. Contractor shall maintain an up-to-date record of all washings and major cleanings, which shall be made available to Contract Manager upon request. Contract Manager may remove a Service Vehicle from Service for unacceptable appearance.

a. Service Vehicle Interior

The interior of all vehicles shall be kept free of litter and debris to the maximum practicable extent throughout the operating day. Vehicles shall be swept, wet mopped, and dusted daily. Water washing down or "hosing out" of vehicle interiors shall not be allowed. A minimal amount of soap/cleaning solution and/or water shall be utilized. Interior panels, windows, and upholstery shall be cleaned of marks as necessary. The interior of all vehicles shall be thoroughly washed at least once per week including all windows, seats, floor, stanchions, and grab rails. All foreign matter, such as gum, grease, dirt, and graffiti, shall be removed from all interior surfaces during the daily interior cleaning process. Any damage to seat upholstery shall be repaired in a professional manner. Upon discovery of the damaged seat upholstery, vehicle shall be immediately removed from revenue Service. Damaged seat upholstery shall be repaired or replaced before vehicle is allowed back into revenue Service.

Contractor shall replace seat covers and/or seat boards, which are worn or damaged and cannot be professionally repaired, using materials, which are identical in specifications and color as those materials being repaired. Ceilings and walls shall be thoroughly cleaned as often as necessary to maintain a clean appearance and maximize visibility. Contractor shall ensure that the interiors of vehicles are kept free of rodents, insects, vermin, and pests at all times while in operation and shall take such steps as are necessary, at Contractor's expense, to exterminate pests in the event that they occur in the vehicles.

b. Service Vehicle Exterior

Exteriors of all vehicles shall be washed every other day during dry conditions and every day during rainy conditions to maintain a clean, inviting appearance. Exterior washing shall include vehicle body, all windows, and wheels. All rubber or vinyl exterior components, such as tires, bumper fascia, fender skirts, and door edge guards

shall be cleaned and treated with a preservative as necessary to maintain an attractive appearance. Contractor shall be responsible for maintaining and repair/replacement of the artwork on the exterior of the vehicle.

c. Fumes

The interior passenger compartments of vehicles shall be free of fumes from the engine, engine compartment, and exhaust system of vehicles.

d. Graffiti

The County has a zero tolerance for graffiti. Any Service Vehicle that is vandalized with graffiti shall be removed from revenue Service. The vehicle cannot be returned to Service until the graffiti has been completely removed by the Contractor.

4. Daily Pre- and Post-Trip Vehicle Inspection and Servicing

Each vehicle shall receive a daily pre- and post-trip inspection by the Service Vehicle operator prior to being placed in Service and after the vehicle is taken out of service. Daily pre- and post-trip inspections shall include physical operation of the wheelchair lift or ramp to ensure ADA compliance. Daily pre- and post-trip inspections shall be supplemented by regular weekly maintenance inspections to ensure safe and proper operating condition of vehicles. Prior to next pullout, Contractor shall repair or replace any vehicle that has defects and/or possesses a safety or operational problem detected during inspection. Each vehicle operator making an inspection shall be required to fill out an inspection report form and turn it in to the maintenance supervisor. A record of all such inspections shall be kept by Contractor and submitted to County upon request.

Contractor shall perform daily vehicle servicing on all vehicles used in Service. Daily servicing shall include, but not be limited to, fueling, engine oil, coolant, water, and transmission fluid check/add; brake check; light and flasher check; interior sweeping and dusting; exterior and interior visual inspection; and checking of all vehicle performance defects reported by drivers to identify potential safety and reliability items requiring immediate attention. Contractor shall document the daily vehicle servicing on the daily pre- and post-trip vehicle inspection report in written checklist format.

5. Wheelchair Lifts and Ramps

Contractor shall inspect, maintain, and repair wheelchair lifts and ramps to assure safe and proper operation and to ensure ADA compliance. Wheelchair lifts and ramps shall be fully operational whenever a vehicle is used in Service. It is unlawful to assign vehicles to revenue Service with defective lift/ramp equipment on concurrent days without repairs having been made.

6. Destination Signs

Destination signs shall, at all times, be correctly set for the Service being provided. When a vehicle is deadheading to/from a yard location or any other non-revenue travel sign(s) shall indicate that the vehicle is "Not-In- Service."

7. Maintenance Program

a. General Scope

Contractor, at its sole cost and expense, shall provide all fuel, lubricants, repairs, cleaning, parts, supplies, labor, maintenance, major components, and component rebuilding and replacement along with the necessary service facilities to provide the maintenance required for the operation of all equipment pursuant to this Contract. Contractor shall be fully responsible for the maintenance of all vehicles, radios, passenger counters, fare card readers, destination signs, and all equipment to be used to perform this Contract in strict conformity to CHP regulations and orders. Contractor's duty and responsibility to maintain all vehicles and equipment cannot be delegated to any other person, firm, or corporation without prior written approval of Contract Manager.

b. Parts/Fluids Specifications and Requirements

All parts, materials, tires, lubricants, fluids, oils, and procedures used by Contractor on all vehicles and equipment shall meet or exceed original equipment manufacturer specifications and requirements.

c. Service Vehicle Damage

Contractor shall, at its expense, replace or repair immediately any damage resulting from an accident or otherwise, which would impair the proper and safe mechanical operation of the vehicle. All other vehicle damage resulting from any accident, or otherwise, shall be

repaired within 2 weeks or as otherwise required by Contract Manager, law, or regulation. If Contractor cannot complete the work within the time specified, Contractor shall notify Contract Manager in writing of the reason for the delay and the estimated completion date. Contract Manager, at his/her sole discretion, may extend the deadline. Contractor shall log and keep an accurate and up-to-date record of all vehicle repairs.

d. Preventive Maintenance

Routine preventive maintenance and servicing is required on all vehicles used for Service as recommended by the Original Equipment Manufacturer (OEM) or as set forth by Contract Manager (See Exhibit M.1, Preventative Maintenance). Contract Manager will allow a window of plus or minus 500 miles for scheduled preventive maintenance as recommended by vehicle manufacturer's maintenance specifications. This window of plus or minus 500 miles cannot be added to successive maintenance intervals. For instance, if the vehicle manufacturer recommends maintenance at a 3,000-mile interval, then Contractor would be allowed to perform the preventive maintenance at 3,000 miles plus or minus 500 miles, 6,000 miles plus or minus 500 miles, etc.

All scheduled and preventive maintenance shall be completed in a timely manner, and Contractor shall keep all Work Order cards and a Preventive Maintenance Inspection (PMI) Record on each vehicle indicating the date each inspection took place, a description of all work done to the vehicle, the parts and supplies used, employee Identification, and signatures of the mechanics who performed the work and the maintenance supervisor who inspected the work. PMI reports shall be submitted along with monthly service invoice.

Adherence to preventive maintenance schedules shall not be regarded as reasonable cause for deferred maintenance in specific instances where Contractor's employees observe that maintenance is needed in advance of the schedule. Contractor shall not defer maintenance for reasons of shortage of maintenance staff, parts, equipment, or operable vehicles nor shall Service be interrupted due to lack of prior written consent to perform maintenance.

e. Brake Inspection/Adjustment

Brake inspections and adjustments on all Service Vehicles shall be performed at intervals that ensure the safe and efficient operation of the braking system. Detailed brake inspections on air brake systems

shall occur every 45 calendar days or more frequently in accordance with the number of miles the vehicle was in operation since the prior inspection.

f. Heating, Ventilation, and Air Conditioning

The Heating, Ventilation, and Air Conditioning (HVAC) systems shall be maintained and used to ensure that the passenger compartment temperature is comfortably maintained under all climatic conditions at all times while vehicles are in Service. Contractor shall maintain the HVAC systems in an operable condition at all times.

g. Spare Parts Inventory

Contractor shall establish and maintain an ongoing spare parts inventory sufficient to maintain Service Vehicles in operating condition at all times. When based on prior experience certain parts often appear to be placed on "back-order," the Contractor shall maintain a higher level of these parts in their inventory.

h. Service Vehicle Towing

In the event that towing of any Service Vehicle is required due to mechanical failure, damage, or any other reason, Contractor shall be responsible to provide such towing at Contractor's sole expense.

Contractor shall ensure that the requirements and procedures for towing vehicles are followed and that proper towing methods and equipment are used. Towing may be subcontracted; however, it is Contractor's responsibility to directly supervise their subcontractor.

8. In-Service Vehicle Breakdown

In the event of an In-Service Vehicle breakdown, the maximum response time for an ADA-compliant, substitute vehicle to be made available shall be 30 minutes.

The Contract Manager reserves the right to establish additional criteria regarding reliability of response in the event of vehicle breakdowns.

9. Service Vehicle Maintenance Record Keeping

Contractor shall maintain an up-to-date maintenance file for each Service Vehicle containing, at a minimum, the following information:

- a. Make
- b. Model
- c. Serial Number/County Fleet Number
- d. License Number
- e. Date Received
- f. Unit Repairs (mechanical)
- g. Monthly Preventive Maintenance Inspection (PMI) Reports
- h. Weekly Vehicle Inspection Reports
- i. Daily Pre- and Post-trip Vehicle Inspection Reports
- j. Work Orders
- k. Warranty Work
- l. Major Mechanical Repair/Unit Replacement
- m. Body/Interior Repairs (cosmetic)

Contractor shall make available and submit the entire file to Contract Manager, the CHP, and/or other regulatory agency upon a request to do so at any time.

10. Applicable Vehicle Codes and Regulations

All vehicles utilized in Service shall be maintained in a safe condition for operation on public streets and freeways and meet all the requirements in the California Vehicle Code. All vehicle parts and all equipment mounted on or in vehicles shall conform to the California Vehicle Safety Standards and the California Administrative Code, Title 13.

Contractor shall pay particular attention to the CHP Motor Carrier Safety Regulations. Each vehicle is required to be inspected annually by Contract Manager and/or by CHP. Contract Manager shall be immediately notified of inspections performed by a governmental agency other than County. The results of inspections shall be provided to Contract Manager within 24 hours, and any applicable signed certification shall be displayed or carried on the vehicles. Contractor shall expeditiously correct any

deficiencies on any CHP vehicle inspection report and advise Contract Manager upon doing so.

J. Rates and Compensation

1. Rates - County-Provided Service Vehicles

County will pay Contractor on a monthly basis an amount equal to the sum of: 1) the number of Vehicle Service hours provided with County Service Vehicles times the rate provided in Form PW-2, Schedule of Prices, hereinafter referred to as "County Vehicle Rate"; less 2) all amounts collected from Fare-box Revenue; less 3) any liquidated damages pursuant to this Exhibits, Section AA, Liquidated Damages, and less any deduction from Exhibit F.1A, Performance Requirements Summary.

Vehicle Service hours are defined as the actual hours of revenue Service starting from the point of first pickup to the last drop-off based on hours determined by County needed to provide Service described in Exhibit G.1, Service Route, Schedule, and Fare.

Unless otherwise provided herein, the County Vehicle Rate shall cover all costs of Service provided by Contractor pursuant to this Exhibit.

2. Rates - Contractor-Provided Service Vehicles

County will pay Contractor on a monthly basis an amount equal to the sum of: 1) the number of vehicle Service hours provided with Contractor Vehicles times the rate provided in Form PW-2, hereinafter referred to as "Contractor Vehicle Rate"; less 2) all amounts collected from Fare-box Revenue; less 3) any liquidated damages pursuant to this Exhibit, Section AA, Liquidated Damages and any deduction from Exhibit F.1A, Performance Requirements Summary.

Vehicle Service hours are defined as the actual hours of revenue Service starting from the point of first pickup to the last drop-off based on hours, determined by County, needed to provide Service described in Exhibit G.1, Service Route, Schedule, and Fare.

Unless otherwise provided herein, Contractor Vehicle Rate shall cover all costs of Service provided by Contractor pursuant to this Exhibit.

3. Fares and Revenue

a. Fare

The fare to board shall be free of charge.

b. Fare Changes

County will notify the Contractor of any changes to the fares at least five business days before implementation of the revisions to allow for appropriate training of Contractor's personnel. Contractor shall perform such training.

c. Revenue

Contractor shall establish and maintain fare collection and security policies and procedures, subject to approval by the County. The Contractor shall keep an accurate accounting of all revenue received as the Contractor shall be held responsible for any lost, stolen, or uncollected revenue. All revenue generated by Service from the Fare-box and sale of fare media shall be retained by Contractor and deducted on a monthly basis from the amount due to Contractor. The monthly revenue amount shall be reported in the monthly invoice to County and will be subject to County audit.

d. Financial Audit Settlement

If at any time during the term of the agreement, or at any time within 3 years after the expiration or termination of the agreement, authorized representatives of County, or of any other agency funding this agreement, may conduct an audit of the Contractor regarding the services provided to the County per terms of the agreement, and if such audit finds the County's dollar liability for such services is less than the payments made by the County to the Contractor, then the Contractor agrees that the difference shall be either: (1) repaid forthwith by the Contractor to the County, or (2) at County's option, credited against any future payments hereunder due to the Contractor. If such audit finds that the County's dollar liability for services provided hereunder is more than payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payments, provided that, in no event, shall the County's maximum obligation for the Service, as set forth in the agreement, be exceeded.

K. Pass-Through Costs

County recognizes that there are items not covered under this Contract for which Contractor is not compensated under the aforementioned rate. County will allow Contractor to pass-through the amounts necessary to cover the following specific items only if Contract Manager has authorized the work in writing prior to Contractor's initiation of work for the item. Claims for payment of pass-through costs shall include all supporting documentation of costs, approvals, and copies of vendor invoices.

1. Engines/Transmissions/Differential Units (County Service Vehicles Only)

County recognizes that during the term of this Contract, engines, transmissions, and/or differential units of County Service Vehicles, that are no longer under warranty, may have to be rebuilt or replaced. If the Contractor determines that an engine, transmission, and/or differential unit requires rebuilding or replacement, the Contractor shall notify the Contract Manager immediately after making such determination and, subsequently, in writing, detailing the reason for such a determination. After inspection by the Contract Manager, the Contract Manager may direct the Contractor in writing to proceed with work. If the Contractor's maintenance personnel perform the work, only the cost of the parts, as approved by the Contract Manager, will be reimbursed by the County. All labor costs associated with the removal, replacement, or installation of engines, transmissions, and differential units, including associated replacement of attachment devices, gaskets, seals, etc., are the responsibility of the Contractor and are not eligible for reimbursement.

If the County requests that the replacement of engines, transmissions, and/or differential units to County Service Vehicles be performed by an independent contractor, the County will pay for all parts and labor costs associated with this work.

Please note that if, the Contract Manager determines that the damage to engines, transmissions, and/or differential units were caused or were the result of negligence or lack of action (including timely preventive maintenance and/or warranty lapses) by the Contractor, the costs associated to make such repair(s) will not be eligible for reimbursement.

2. Air Conditioning (County Service Vehicles Only)

County recognizes that during the term of this agreement the air conditioning compressors, used in County Service Vehicles equipped with air conditioning systems utilizing refrigerant, may be prone to failure. If the Contractor determines that an air conditioning compressor, and/or

compressor clutch unit, requires replacement due to operational failure of said compressor, the Contractor shall notify the Contract Manager immediately after making such determination and, subsequently, in writing, detailing the reasons for such a determination. After inspection by the Contract Manager, the Contract Manager may direct the Contractor in writing to proceed with work. If the Contractor's maintenance personnel perform the work, only the cost of the parts, as approved by the Contract Manager, will be reimbursed by the County. Labor costs associated with the removal and installation of the air conditioning compressor/clutch unit, filter and refrigerant are the responsibility of the Contractor and are not eligible for reimbursement.

If County requests that the replacement of an air conditioning system to County Service Vehicles be performed by an independent contractor, the County will pay for all parts and labor costs associated with this work.

Please note that if the Contract Manager determines that the damage to the air conditioning compressors and/or compressor clutch unit were caused or were the result of negligence or lack of action (including timely preventive maintenance and/or warranty lapses) by the Contractor, the costs associated to make such repair(s) will not be eligible for reimbursement.

3. Vehicle Repaint/Graphics

Contractor may pass through costs to County associated with painting and/or graphics/decals on County Service Vehicles or Contractor Service Vehicles per County's request.

Should a County Service Vehicle require a complete exterior repaint and/or decaling due to normal wear and tear as determined by Contractor, Contractor shall notify Contract Manager in writing detailing the reasons for such a determination. After inspection by Contract Manager, Contract Manager may direct Contractor in writing to proceed with the work. Contractor will only be permitted to pass through costs to County related to the repaint, and/or graphics/decals work. If the County Service Vehicle is in an accident, all costs associated with the vehicle repair, in order to restore the vehicle to County specifications shall be the responsibility of Contractor.

Costs associated with the damage to the painted surface, lettering, and/or decal work that the Contract Manager determines was caused or attributed to the negligence or lack of action by the Contractor will not be eligible for reimbursement.

All work related to the pass-through costs shall be approved, in writing, by Contract Manager before Contractor commences work.

4. Rehabilitation of County Service Vehicles

If Contractor believes that a County Service Vehicle may require complete mechanical overhaul, and/or rehabilitation, that are not covered by the vehicle's warranty, Contractor shall notify Contract Manager in writing in order to ensure that any work performed on County Service Vehicles meets or exceeds County's specifications and/or requirements. In such instances, County will inspect vehicle and make determination of the work to be accomplished. Contractor shall then obtain the services of a known and qualified facility equipped to perform the work necessary as part of County's assessment. The facility shall employ mechanics properly certified in order to perform necessary work.

County reserves the right to inspect and approve the facility where the work shall be performed and the right to perform preproduction, on-time, pre- and post-delivery, conditional acceptance, and final acceptance inspections on the vehicle.

After completion of overhaul and/or rehabilitation of County Service Vehicle, Contractor shall invoice County for such work and provide all necessary and required documentation as determined by Contract Manager. Contractor shall withhold between 5 to 10 percent of the total amount of the approved work due to the selected facility until Contract Manager's final acceptance of vehicle. Final acceptance will be made after the vehicle has reentered revenue Service for a reasonable time frame or reasonable mileage.

Contractor and Contract Manager shall agree to the percent of withholding fee and time period applicable in each instance. County will withhold the applicable percentage from the amount due to Contractor until the vehicle passes the testing period. Contractor shall invoice County for any remaining balance after Contract Manager's final acceptance of vehicle. Subject to final acceptance and approval by Contract Manager, payment will normally be made within 30 calendar days of approval.

5. Automated Vehicle Locator Devices

If an AVL device which has been installed on a County-owned Service Vehicle or a Contractor-provided Service Vehicle malfunctions as a result of a manufacturer identified problem or error after the warranty period, the County shall be responsible for the cost of replacement.

6. Other Pass-Through Costs

County recognizes that during the term of this Contract, there may be needed repairs, enhancements, modifications to Service Vehicles or equipment that may be required to improve service performance that are beyond the control of Contractor and have not been identified elsewhere in this Contract. In order to be eligible for pass-through costs for items not specifically mentioned above, Contractor shall present the required scope of the work to be performed to Contract Manager. Contractor shall obtain Contract Manager's approval for the work to be performed, in writing, prior to commencing any work.

L. Monitoring and Auditing Service

1. Monitoring Service

In order to document Service, Contractor shall maintain all project records as requested by County and as required for good business practices. Contractor shall monitor Service, schedules, and ridership in a method approved by County. Based on this monitoring, Contractor shall indicate the need to maintain, reduce, or increase the frequency of operations. Contractor shall permit authorized County personnel to board, at no cost to County, all vehicles utilized by Contractor in the performance of Service for the purpose of monitoring Service.

2. Auditing and Inspection of Service

Contractor shall permit authorized representative(s) of County to examine all data and records related to Service or Contractor's operation of any similar service upon request by County and approval by the other agency. All Service records prepared by Contractor shall be owned by County and be made available to County at no additional charge.

County, or any person authorized by County, will at all times have access and the right to inspect Contractor's equipment and facilities utilized in the performance of this Contract.

3. Surveys and Questionnaires

Additional monitoring of Service may be provided through passenger surveys. These surveys may be administered by authorized representatives of County or by Contractor if so requested by Contract Manager. It shall be the responsibility of Contractor to ensure the cooperation of all personnel with any operational procedures pertaining to survey work including the distribution of survey questionnaires, etc.

M. Personnel

County will have the right to demand removal from the project, for reasonable cause, any personnel furnished by Contractor. Contractor shall not, absent prior written notice to and consent by County, remove or reassign any of the key management personnel such as the Project Manager or Maintenance Manager, as described below, at any time prior to or after execution of this Contract.

Contractor shall train all personnel who are likely to be in contact with the public to give courteous, accurate information concerning the routes and schedules of Service and concerning Service interfacing with other transit services in the vicinity. Contractor shall require that all personnel report all passenger complaints and/or operation problems to the Project Manager, as described below.

Contractor shall maintain a daily diary (log) for this purpose that shall be subject to inspection by County. Upon notice from County concerning the conduct, demeanor, or appearance of any person in the employment of Contractor not conforming to the provisions contained herein, Contractor shall take all steps necessary to remove or alleviate the cause of the concern.

1. Project Manager

Contractor shall designate a Project Manager who has the following minimum number of years of experience providing the management of the same or similar fixed route services for governmental or social service agency(ies): 3 years of experience with alternative fueled vehicles either compressed natural gas-powered and/or propane-powered, 25 feet or longer cutaway buses and/or transit buses. The project manager shall have the responsibility to oversee the day-to-day operations of Service, shall have full authority to act for Contractor, and shall be reachable via office telephone or cell phone during the hours of Service. The Project Manager shall provide supervision and manage Service account and operating records. **The Project Manager cannot be subcontracted for this requirement.**

Project Manager shall have an e-mail address and access to a computer during Service hours and shall be able to use Microsoft Office Professional suite (Microsoft Word, Excel, Outlook) and/or equivalent software. Contract Manager may, at his/her discretion, communicate with Project Manager via e-mail. Other than the Project Manager, the Contractor shall not appoint any other agent to communicate with the County regarding this Contract except with the express written consent of the County, which consent is at the sole discretion of the County. This provision does not limit the County's ability to communicate with any employee of the Contractor.

a. Supervision

Supervision shall include, but is not limited to, the following:

- i. Training and scheduling of all regularly assigned Service personnel
- ii. Arranging the assignment of qualified backup personnel as necessary
- iii. Distribution and collection of operating reports
- iv. Daily monitoring of ridership and fare collection
- v. Supervision of all Service staff to ensure Service quality meets or exceeds the requirements of this scope of work

b. Service Management

Service Management shall include, but is not limited to, the following:

- i. Preparation of monthly summaries of operations data per Service Vehicle on a run-by-run basis
- ii. Maintenance of Service accounts
- iii. Preparation of a monthly invoice that will document all charges minus the total amount of fares collected and any possible liquidated damages for missed trips, incomplete service, etc.
- iv. Responsibility for the complete operation of all Service Vehicles including all ancillary equipment, e.g., wheelchair ramp, lift and kneeling mechanisms, air conditioning, destination signs, fare boxes, bus card holders, etc.
- v. Responsibility to immediately address any operational issues and passenger complaints and accurately report these matters to the County in a timely manner

2. Road Supervisor

Contractor shall employ a minimum of one road supervisor who shall be reachable at all times via office telephone or cell phone during the hours of Service.

The Road Supervisor shall provide adequate on-street supervision throughout the Service area during the times Service Vehicles are in revenue service to minimize Service interruption and ensure quality Service delivery on a regular basis. The Road Supervisor shall monitor the level of on-time service performance.

Road Supervisor duties shall include, but are not limited to, the following:

- a. Ensure quality service delivery on a regular basis
- b. Facilitate fleet deployment while performing pre- and post-trip inspections
- c. Monitor and document on-time performance
- d. Provide extensive field support to minimize Service interruptions
- e. Address specific Service issues and interruptions

3. Office Personnel

Contractor shall employ personnel during Service hours to answer inquiries and respond to complaints from Contract Manager and the public regarding the Service.

Office personnel shall have an e-mail address and access to a computer during Service hours. Furthermore, office personnel shall be able to use Microsoft Word, Excel, and Outlook or equivalent software. Contract Manager may, at his/her discretion, communicate with Office Personnel via e-mail. Office personnel shall be able to research Contract Manager's questions and respond to Contract Manager via e-mail.

Contractor shall employ personnel to monitor two-way radios, mobile phones and/or other dispatching system equipment to communicate with vehicle operators during all hours of Service operation.

Required duties shall include the preparation of data, forms and reports and be proficient in the preparation of such documents with an emphasis on the highest level of accuracy and reliability.

Duties shall also include, but are not limited to, the preparation of daily, weekly, monthly, quarterly, biannual and annual reports required by the County.

4. Vehicle Operators

Contractor shall employ a sufficient number of properly licensed and qualified personnel to operate County Service Vehicles and equipment and to provide the Service. Contractor shall be responsible for the recruitment, selection, controlled substance and alcohol testing, screening, training, scheduling, supervision, discipline, termination, and all other functions with regard to Service vehicle operators.

a. Operator Recruitment and Selection

Contractor shall review a current California Department of Motor Vehicles (DMV) report on all applicants who would operate Service Vehicles and shall reject any applicant who failed to appear in court for "Driving Under the Influence." Contractor shall perform a background check on all applicants for vehicle operator and shall reject any applicant who has been convicted of any felony or misdemeanor charge, which would affect the applicant's ability to perform as a vehicle operator or to come in contact with the public.

Contractor shall check California DMV records (Pull Notice Program) at least every 6 months, beginning at the start of Service, for accidents, Vehicle Code violations, and valid commercial driver's licenses of those employees whose job requires them to operate County Service Vehicles. Contractor shall notify County within five business days of the results of said checks and corrective actions taken, if any.

Contractor shall join the Pull Notice Program, whereby Contractor shall be notified of any activity on a vehicle operator's or mechanical staff's driving record. Any Service Vehicle operator or mechanical staff exceeding the California DMV point system, fails a controlled substances and alcohol testing, or with a revoked or suspended license, shall not be allowed to operate a Service Vehicle.

b. Operator Requirements

Contractor shall require and be responsible for each Service Vehicle operator in meeting the following requirements. All Service Vehicle operators shall:

- i. Have a valid California DMV Class B (with "P" endorsement) commercial driver's license, a medical examination certificate, as well as any other required licenses or endorsements required by applicable Federal, State, and local regulations.

A Service Vehicle operator who does not pass the medical examination shall not be permitted to operate a Service Vehicle. **Subcontracting is not allowed to meet this requirement.**

- ii. Assist passengers confined to wheelchairs in boarding County Service Vehicles, assist with tie-downs, and assist with securing lap belts if requested by the passenger.
- iii. Be in uniform acceptable to County. Uniform shall include either shirt/blouse or Polo-type top with collar and slacks, skirt, or Bermuda-type walking shorts. Uniform coats, sweaters, and caps may be worn. Vehicle operators shall display their name tag/badge.
- iv. Assist passengers who have difficulty negotiating the steps, lift or ramp of the vehicle. Service Vehicle operators shall make the lift or ramp available to passengers if requested.
- v. Be available and on time daily to ensure consistent and reliable Service.
- vi. Carry current certification of cardiopulmonary resuscitation and first-aid training at all times during vehicle operations.

c. Operator Training

Contractor shall be responsible for all Service Vehicle operators training. Contractor training programs shall be conducted by a "certified" instructor and meet all Federal, State, and local standards. At a minimum, the program shall include the following:

- i. Proper operation of the vehicle to be used in Service including defensive driving and vehicle handling. Proper operation of destination signs, wheelchair lifts and ramps, communication equipment, and other equipment to be used on vehicles
- ii. California DMV requirements and company policies
- iii. Service routes, schedules, fare structure, and transit services in the vicinity
- iv. Accident and emergency procedures and reports

- v. Public courtesy and empathy towards the needs of the elderly, persons with disabilities, and parents traveling with children under age five
- vi. Training in special skills required to provide transportation to the senior patrons and persons with disabilities
- vii. American Red Cross or County-approved equivalent training for both cardiopulmonary resuscitation and first aid
- viii. Regular and continuous formal safety instruction for all operating personnel assigned to perform any activities under this Contract. Personnel shall be required to attend scheduled safety meetings at least four times per year
- ix. Regular and continuous training programs for all Service Vehicle operators. Regularly scheduled classes shall include various topics including understanding Service expectations, defensive and safe driving, emergency and crisis management, terrorist activity and other relevant subjects. Contractor shall submit an annual preplanned training schedule to the Contract Manager. Contractor may be required to conduct additional training on issues and subjects pertinent to the Service. Contract Manager, and/or her designee(s), will have the right to attend and audit Contractor training programs and classes

5. Maintenance Personnel

Contractor shall supply a sufficient number of properly qualified maintenance personnel with the expertise to maintain and service all vehicles for Service. Contractor shall be responsible for the recruitment, screening, testing, selection, training, scheduling, supervision, discipline, termination, and all other functions with regard to the maintenance personnel.

Maintenance personnel shall be supervised by a designated Maintenance Manager who shall have the following minimum number of years of experience in maintaining similar fleets of transit vehicles: 3 years of experience in maintaining alternative fueled vehicles either compressed natural gas-powered and/or propane-powered, 25 feet or longer cutaway buses and/or transit buses. Contractor's maintenance personnel shall have knowledge of engines, transmissions, diagnostic procedures, electrical systems, HVAC, wheelchair lifts/ramps and related mechanical parts,

and methods and procedures normally used in servicing mechanical equipment for transit vehicles.

The Contractor shall ensure that all mechanic staff assigned to this Contract are Automotive Service Excellence (ASE) certified in the H-4 ASE Transit Bus Brake test. If the Contractor cannot meet this requirement at the start of Contract, Contractor will be granted 12 months from the start of Contract to comply, provided that Contractor ensures that all vehicle maintenance is performed by an outside service facility that has ASE certified personnel during this 12-month period. Any new maintenance personnel will have 12 months from the date of hire to obtain ASE certification. By the end of each subsequent year until the end of the Contract, each mechanic must obtain a minimum of one (1) additional ASE certification per year from the Transit Bus, Truck, or School Bus Test Series.

The Transit Bus Test Series has become more complete and covers the categories previously only available under the Truck or School Bus Series. Therefore, County prefers certifications in the Transit Bus Test Series.

In an effort to address the development of qualified/trained maintenance personnel and compliance with the ASE certification requirement, Contractor is encouraged to provide training classes that cover one (1) ASE test area per ASE test cycle. Contractor shall budget appropriately for training fees per mechanic per ASE test cycle. The Contractor shall provide and budget for ongoing training for all mechanics that is relevant to their duties, on an annual basis, in the areas of air brake systems, air conditioning systems, engine performance, fire suppression/methane detection systems, wheelchair lifts/ramps, bus electrical systems, etc. The training program is subject to review and input by County.

The Contractor shall develop a formal training program necessary to maintain highly qualified, well-trained maintenance personnel, and to keep abreast of new equipment and maintenance techniques.

In addition, the Contractor shall ensure that, at all times, at least one member of the Contractor's maintenance staff assigned to this Contract must be trained and certified under Section 609 of the Clean Air Act - Motor Vehicle Air Conditioning, or possess the equivalent ASE Refrigeration Recovery and Recycling Program certification. A list of Environmental Protection Agency approved training and certification programs is available at <http://www.epa.gov/ozone/title6/609/technicians/609certs.html>.

The Contractor shall provide proof of Section 609 of the Clean Air Act certification or its equivalent ASE Refrigeration Recovery and Recycling Program certification to the County prior to Contract award. At any time,

if a Section 609 certified personnel leaves the service of the Contractor, the Contractor shall immediately provide an equivalent certified maintenance personnel replacement. The Contractor shall notify the Contract Manager of any change in maintenance personnel.

6. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program (IIPP) and Code of Safe Practices.

The Contractor's Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

N. Marketing and Advertising

County will routinely provide marketing, public relations, and advertising materials. Contractor shall place such materials on or in the vehicles as requested by County and shall distribute literature on County Service Vehicles as requested by County. The Contractor shall ensure that an adequate supply of service brochures is available for passengers on Service Vehicles. The posting of Service-related notices shall be subject to prior approval by the Contract Manager.

Contractor shall not place inside or outside any Service Vehicle any form of advertising unless directly authorized by Contract Manager. The terms and conditions of such advertising shall be subject to approval by Director. Proceeds of any advertisement shall be remitted to County.

O. Operating Performance Standards

1. Service Vehicles

Contractor shall operate Service Vehicles with due regard for the safety, comfort, convenience of passengers, and the general public.

If Contractor has knowledge that any Service Vehicle herein described will be nonoperational at any time during the Service, Contractor shall immediately notify Contract Manager and Contractor shall arrange for substitute equipment as approved by the Contract Manager. Contractor shall furnish a substitute vehicle subject to all the conditions of this Contract.

2. Service

Contractor shall provide Service as scheduled or according to any adjusted schedule established by County, including route modifications required as a result of a declared emergency. Contractor shall strive to maintain on-time performance.

Contractor shall strive at all times to provide Service in a manner that shall maximize productivity and at the same time maximize Customer Service. Recognizing that the goals of productivity and Customer Service may conflict, the following standards are intended to be reasonably attainable by Contractor, fair to the customer, and consistent with County expectations:

a. On-time Service

Service shall be provided as scheduled or according to any adjusted schedule established by County, including route modifications required as a result of a declared emergency.

However, Contractor shall not be held responsible for the failure to provide on-time Service due to extraordinary weather or traffic conditions, road closures or detours, vehicle malfunctions that are clearly beyond Contractor's control, naturally occurring disasters, or other reasonably unpredictable situations if sufficient notification and documentation is provided to County in a timely basis.

b. Road Calls

In the event of a Service Vehicle failure, Contractor shall immediately deploy a spare Service Vehicle to transport the passengers aboard the failed vehicle.

c. Complaints

Complaints shall be resolved by Contractor as soon as possible, but no later than two business days after their receipt. In the event that Contractor receives a complaint, Contractor shall notify Contract Manager within one business day regarding the nature of the complaint received and within three business days of the complaint's resolution.

P. Operation During a Declared Emergency

Upon declaration of any emergency by appropriate government representatives, County Sheriff is responsible for a number of transportation-related activities, including the development of emergency travel routes and the coordination with other agencies supplying common carrier services. In the event of a declared emergency, Contractor shall cooperate with and deploy vehicles in a manner described by the CHP, County Sheriff, or local police. Contractor shall notify Contract Manager the same business day of the request to alter the deployment of any Service Vehicles.

Q. Service Records and Reports

1. General Requirements

Contractor shall maintain separate complete and accurate books, records, and reports that relate to Service and as required herein. Contractor shall retain all records relating to this Contract for a minimum period of 3 years following expiration or termination hereof unless otherwise provided for herein. All such records shall be available for inspection by designated auditors of County and the State of California at reasonable times during normal working hours.

Contractor shall maintain and make available to County, and/or appropriate State agencies, records pertaining to said Service in accordance with the State Uniform System of Accounts for Public Transit Operators.

2. Service Operation Reports

These reports provide documentation of daily operations and will serve as a database to monitor and evaluate productivity of Service, its requirements, and methods. Unless stated otherwise, the reports listed shall be submitted with the monthly invoice, no later than the 15th day of the following month, and shall be made in a format approved by County. Operational reports shall include, but are not limited to, the categories described below. Contractor shall prepare a format for each of the reports described below and submit the format to County for approval. Contractor shall be responsible for maintaining an adequate supply of each report form, including the preparation of all necessary copies.

a. Trip Reports

Contractor shall require each vehicle operator of each Service Vehicle to prepare a daily report on a form indicating: vehicle fleet number; mileage ("begin" and "end" odometer); the number of

passengers boarding each Service Vehicle; the amount of revenue collected; the number of passengers boarding with cash fare; the number of passengers boarding without charge (i.e. senior, disabled, and children under 5 years); and the number of passengers boarding with transit passes (EZ, Metro). The summary shall indicate any trips that departed early or late in a format approved by County. The report shall be compiled for the period of a month and shall include a summary thereof.

b. Service Reports

Contractor shall submit to County a report indicating the actual number of Service hours, Service miles, total vehicle hours, and total vehicle miles operated, and fuel used (type and amount per Service Vehicle). Such information shall be for each route and shall be compiled on a daily basis for the period of a month and shall include a summary thereof.

c. Daily Pre- and Post-Trip Service Vehicle Inspection Reports

Contractor shall instruct each vehicle operator of each vehicle to perform a daily pre- and post-trip Service Vehicle inspection and daily Service Vehicle servicing, as required herein, and such inspections and servicing shall be documented on a report that shall be completed and signed by each vehicle operator assigned to a Service Vehicle each day as shown on Exhibit K.1, Driver's Daily Vehicle Report. The Daily Pre- and Post-Trip Vehicle Inspection Reports shall be retained on file by Contractor for a minimum of 3 years after contract expiration/termination.

d. Weekly Maintenance Inspection Reports

A report of the weekly maintenance inspections, which supplement the daily pre- and post-trip inspections, shall be kept by Contractor. A copy of each inspection report shall be submitted to County upon request. The Weekly Maintenance Inspection Reports shall be retained on file by the Contractor for a minimum of 3 years after Contract expiration/termination.

e. Missed Trip Reports

A trip is considered missed when a run/loop is not completed. A monthly summary report of missed trips for each month shall be submitted. The explanation for the missed trip(s) should be specified

along with the dates and times, the vehicle and trip number, and the affected total revenue hours.

f. CHP Reports

Contractor shall provide County with copies of all CHP inspection reports within 24 hours of receipt.

g. Operational Problems and Passenger Complaint Reports

The Project Manager shall document operational problems or passenger complaints and describe any action taken regarding these problems. Copies of said documentation shall be submitted to County by the business day following identification of the operational problem or receipt of such passenger complaint.

Any unlawful or unusual problems or complaints, including any related to safety or serious operational deficiencies, shall be reported by phone to County immediately. Contractor shall submit to County a written report describing the problems or complaints and action taken by the business day following identification of such problems or complaints.

h. Accident/Incident Data Reports

Contractor shall submit a monthly summary report of all accidents (collision and non-collision) involving Service Vehicles. The monthly summary shall include the date, vehicle number, location, operator, and accident description including any damage and/or injuries. The monthly summary shall also include cumulative accident data that indicates the number of accidents per 100,000 vehicle miles. Within 24 hours of an accident or incident involving a Service Vehicle or passengers, Contractor shall provide a written report, per Exhibit L.1, Public Works Report of Vehicle Accident or Incident form to the Contract Manager.

In the event of an emergency during after hours, Contractor shall call the Public Works radio room at (626) 458 - HELP.

Contractor shall notify County within 24 hours of any of the following accidents/incidents:

- i. Collisions between a Service Vehicle and another vehicle, person, and/or object

- ii. Passenger accidents including falls while passengers are entering, occupying, or exiting the Service Vehicle
- iii. Passenger disturbances, assaults, injuries, deaths, etc.
- iv. Any incidents (e.g. physical assault) that take place along the Service route and are witnessed by Contractor's operator(s)
- v. Vandalism to Service Vehicle
- vi. Passenger complaints of injury or property damage or other circumstances likely to result in the filing of claims against Contractor and/or County
- vii. Any passenger, driver, supervisor, or Service complaint that arises from an accident. If the accident/incident involves injuries or extensive property damage, County shall be notified immediately (regardless of hour or day)

i. Financial Records

Contractor shall establish and maintain, within a separate account, all Service revenue and expenditures and any other relevant financial records or documents for a minimum period of 3 years after contract expiration, termination, or suspension.

j. Maintenance Records and Reports

Contractor shall maintain an individual file for each Service Vehicle. Each file shall include detailed records for the reporting period and an analysis of any trends. All such records and reports shall be prepared and maintained in such a manner so as to fulfill any applicable Federal, State, and CHP requirements, as well as any needs of County to enable it to accurately evaluate Contractor's maintenance performance and the operating expense associated with County Service Vehicles and equipment.

Contractor shall submit the following reports to County with the monthly invoice:

i. Preventive Maintenance Inspection Reports

Reports shall include the Service Vehicle fleet number, the Service Vehicle Identification Number (VIN) and license number, a description/detail of the maintenance performed,

when maintenance was completed, and if maintenance was done on time as required by Service Vehicle manufacturer's and/or County recommendations. Daily "Vehicle Condition" reports shall be submitted to County upon request. Contractor shall retain the PMI Reports on file for a minimum of 3 years after Contract expiration/termination.

ii. Road Call Performance Report

A road call is defined as any time a repair is required in the field on a Service Vehicle or a Service Vehicle exchange is made, whether or not it resulted in a loss of time. A report of road calls shall include the fleet number, VIN, mileage, time, location of incident, route, direction of travel, reason for call, and what was done to fix the problem.

iii. Service Vehicle Downtime Report

Report shall include details of which Service Vehicle(s) were down, how long, and the cause.

iv. Mechanical Defect Reports

Contractor shall submit a monthly summary of all Service Vehicle mechanical problems including Service Vehicle number, odometer reading, dates/times out of Service (if applicable), summary of problem(s), and corrective action(s) taken.

R. Controlled Substance and Alcohol Testing

Contractor shall implement, as a minimum, the Controlled Substance and Alcohol Testing Program as specified in Exhibit O.1, Controlled Substance and Alcohol Testing Program, as may be required by rules and regulations issued by the United States Department of Transportation and described in Title 49, Code of Federal Regulations, Part 655, "Prevention of Alcohol Misuse and Prohibited Drug use in Transit Operations." Contractor's policies may supersede policies specified in Exhibit O.1, Controlled Substance and Alcohol Testing Program only when they can be shown to County's satisfaction to be more stringent.

County will not indemnify Contractor for disciplinary actions imposed resulting from required testing. Contractor shall report results of the random testing and other associated tests to County on a quarterly basis on the form shown in Exhibit O.1, Controlled Substance and Alcohol Testing Program such reports shall be submitted to County within 15 calendar days after the end of the quarter.

S. Transit Security Plan

Subsequent to the events of September 11, 2001, safety and anti-terrorist preparations on public transit systems have become a much greater concern than in prior years. It is critical to integrate security throughout every aspect of County's public transit programs, operations, and infrastructure. Accordingly, the Contractor is required to submit a written Security Plan that shall be followed should the Proposer be awarded this service.

The National Terrorism Advisory System, or NTAS, replaced the color-coded Homeland Security Advisory System. The new system will more effectively communicate information about terrorist threats by providing timely, detailed information to the public, government agencies, first responders, airports and other transportation hubs, and the private sector. Additionally, the Federal Transit Administration (FTA), in response to the Office of Homeland Security, has undertaken a series of major steps to help prepare the transit industry to counter terrorist threats by providing direct assistance to transit agencies throughout various on-site programs. FTA's website (www.dhs.gov/national-terrorism-advisory-system) contains the background of this program and information to assist transit agencies in developing their Transit Security Plans.

The Transit Security Plan shall meet the TSA/FTA's Security and Emergency Management requirements as indicated in the TSA website (www.tsa.gov).

The Contractor is also encouraged to refer to the Federal Transit Administration's "Transit Agency Security and Emergency Management Protective Measures" report available on the FTA website (www.transit.dot.gov/regulations-and-guidance/). This document has been developed by the Federal Transit Administration, in consultation with the Department of Homeland Security's Transportation Security Administration and Office of Grants and Training and the American Public Transportation Association. It replaces the prior document entitled, Federal Transit Administration Transit Threat Level Response Recommendation. This document provides a more comprehensive systems approach and framework for a transit agency to use in integrating its entire security and emergency management programs. In addition, this document provides protective measures to be implemented in the event of an attack or active incident and during the recovery phase following an incident.

The details of the Contractor's Transit Security Plan will be negotiated with the Contract Manager to ensure that the County's needs are adequately addressed. The final approved Transit Security Plan will be attached as Exhibit P.1.

T. Responsibilities of the Contractor

1. Contractor shall maintain the following minimum number of years of experience providing the same or similar fixed route services for governmental or social service agency(ies): 3 years of experience with alternative fueled vehicles either compressed natural gas-powered or propane-powered, 25 feet or longer cutaway buses and/or transit buses.
Subcontracting is not allowed.
2. Contractor shall operate Service subject only to the general policies and direction of County with regard to management and operations and to the provisions and requirements of this Exhibit. Contractor shall be solely responsible for performing all tasks including, but not limited to, providing executive and administrative management; employment and supervision of all personnel including supervisors, vehicle operators, dispatchers, mechanics, and other maintenance personnel; operation of training and safety programs; maintenance and repair of vehicles and equipment; processing of warranty claims for County's vehicles; assisting in public relations and promotions; preparation of reports and analysis of financial and other matters; clerical, statistical, and bookkeeping services; and providing all vehicle operators, facilities, equipment, parts, and supplies required in the operation of service unless specifically identified to be contributed by County.

U. Responsibilities of Public Works

The County will determine the need for, and provide, jobsite inspection. Contract Manager may inspect vehicles, equipment, and all other peripheral equipment prior to Contract termination to assess condition of vehicles and equipment. Contractor shall be responsible to perform all the work necessary to correct any deficiencies noted. Contract Manager, at his/her own discretion, may withhold up to the final 2 months of Service payment until repair is completed by Contractor or deduct the cost of correcting the deficiencies from payment due to Contractor, if Contractor fails to perform the necessary work to correct the deficiencies.

V. Removal of Debris

All debris derived from this Service shall be removed from County property and become the property of the Contractor. The Contractor shall dispose of all debris from this Service in a legally established area appropriate for type of debris being disposed. Disposal shall be at the Contractor's expense. The Contractor shall not allow any debris from its operations under this Contract to be deposited in the storm drains, catch basins, gutters, manholes, and/or roadways in violation of the National Pollutant Discharge Elimination System regulations.

The Contractor is advised that due to the nature of this Contract, discarded hazardous waste may be encountered during the performance of this Contract. In the event an unknown substance or hazardous material is discovered, the Contractor shall immediately notify the Contract Manager. The Contractor shall NOT attempt to perform any type of hazardous waste remediation not included under the Scope of Work of this Contract, including identifying, containing, cleaning, moving, disposing, etc. The Contractor shall exercise extreme caution in the event unknown waste is encountered.

W. Funding

The County's obligations under this Contract are contingent upon the availability of funds in each fiscal year budget to finance operating and capital costs. The County may use local sales tax funds in accordance with LACMTA's guidelines for the Proposition A Local Return Program to finance this Service. Other sources of funds, such as FTA, may also be used. The Contractor agrees to be bound by applicable provisions of Proposition A Local Return Program guidelines or any other guidelines/regulations pertaining to other funding sources.

X. Non-Conflict with Local, State, And Federal Laws

Nothing herein shall be in conflict with or modify the Contractor's obligation to comply with the requirements of local, State, and Federal laws, such as FTA, ADA, Department of Transportation (DOT), or other applicable laws, rules, regulations, directives, or ordinances.

Y. Permits/Licenses/Certifications

The Contractor shall be fully responsible for possessing or obtaining any required permits/licenses from the appropriate Federal, State, or local authorities for work to be accomplished under this Contract.

The Contractor shall ensure that each mechanic staff assigned to this Contract is in compliance with this Exhibit's Section M.5, Maintenance Personnel.

Z. Utilities

The County will not provide utilities.

AA. 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. However, neither the provision of a sum of liquidated damages for nonperformance,

untimely, or inadequate performance nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.

2. The amount of liquidated damages has been set in recognition of the following circumstances existing at the time of the formation of the Contract:
 - a. All the time limits and acts required 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/or late performance is by Contract 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. Please note, should an inconsistency be determined between the Scope of Work, Liquidated Damages, and the Performance Requirements Summary (Exhibit F.1A), the higher service level in the judgment of Public Works shall prevail.

4. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the amount shown in Exhibit F.1A, Performance Requirements Summary or the following sums if the Contractor fails to complete work within the time specified unless otherwise provided in this Contract.

- a. Permanent Service Vehicles

The County and the Contractor hereby establish the unit price of \$100 per vehicle per day of operation or service day (Monday through Saturday, except holidays) as liquidated damages, for each day of delay in completing the delivery of permanent Service Vehicles by the Contractor. The above conditions may be invoked if the delivery exceeds the specified delivery date of 9 months from date of award or as indicated in the Contractor's proposal, whichever is greater.

Should the Contractor be obstructed or delayed in obtaining the vehicles because of changes in the work or by any default, act, or omission of the County, or inability to obtain materials, equipment, or labor due to Federal government restrictions arising out of the defense or war program, then the time of completion may be extended for such as may be agreed upon by the County and the Contractor. If there is insufficient time to grant such extensions prior to completion date of this Contract, the County may, at the time of acceptance of final work, waive liquidated damages after hearing evidence as to the reasons for such delay and making a finding that such delay was due to any of the above.

- b. On-Time Performance

In the event that the Contractor fails to meet the on-time performance standards, as specified in Exhibit G.1, Service Route, Schedule, and Fare, it is agreed that the County may, at its sole discretion, assess liquidated damages against the Contractor in the amount of \$500 per incident, up to a maximum of \$5,000 per month, if any of the following incidents occur after two substantiated incidents within a 60-day period:

- i. A Service trip departs in advance of schedule departure time at any designated time point, liquidated damages of \$500 per occurrence will be assessed.

- ii. A Service trip departs more than 5 minutes following the time set forth for departure at any designated time point, liquidated damages of \$500 per occurrence will be assessed.
- iii. A Service trip arrives at a timed stop 10 minutes before the next departure, liquidated damages of \$500 per occurrence will be assessed.

c. Service Vehicles Not Available

If specified number of regular Service Vehicles, not including backup, are not in service, the Contractor may be assessed the liquidated damages of \$100 per vehicle per hour up to a maximum of \$1,000 per vehicle per day.

d. Complaints

In the event of any valid complaint, the Contractor may be assessed liquidated damages of \$250 per complaint up to a maximum of \$1,000 per month. County and Contractor shall jointly determine which complaints are valid (i.e., as a result of Contractor's actions, which could have reasonably been prevented). However, the final decision on validity of passenger complaints shall rest with the Contract Manager.

e. General Reporting

Contractor shall submit monthly reports with monthly invoice, including ridership, on-time performance, driver logs, fuel data, maintenance, and safety in a form approved by County within 15 calendar days after the end of each month, unless Contract Manager approves more time. Liquidated damages of \$50 per report per business day may be assessed for late and/or incomplete reports and invoices.

f. Weekly Maintenance Inspections

The weekly maintenance inspections are called an "I" Service. This "I" Service shall be performed per the Original Equipment Manufacture's (OEM) Specifications (including both the Vehicle owner's manuals and Vehicle service manuals) and Exhibit M.1, Preventive Maintenance. If the Contractor fails to meet this standard the Contractor may be assessed liquidated damages of \$200 per Service Vehicle per Service day up to a maximum of \$2,000 per month.

g. Daily Vehicle Inspection (DVI) Reports

Failure to perform a satisfactory DVI (pre- and post-trip) may include, but are not limited to, fluid levels noted low twice within a ten-day period without any visible leaks and/or a Vehicle in revenue Service with a non-operating wheelchair ramp or lift on consecutive dates of Service. If the Contractor fails to meet this standard the Contractor may be assessed liquidated damages of \$100 per Service Vehicle per Service day up to a maximum of \$1,000 per month.

h. Preventive Maintenance

Preventive Maintenance Inspections (PMI) shall be performed per the OEM and Exhibit M.1. PMI documents must be submitted monthly with service invoice. Inspections shall never exceed the specified intervals by 500 miles or more. Failure to meet this standard may result in nonpayment of Service hours for any miles operated by vehicles exceeding the PMI intervals or liquidated damages of \$500 per vehicle per day, whichever is higher.

i. Shutdown of Vehicles

If any Service Vehicle has been removed from Service as the result of an unsatisfactory rating by the CHP, the Contractor may be assessed liquidated damages of \$200 per day per vehicle up to a maximum of \$1,000 per vehicle per month.

j. Deficient Vehicle Condition

In the event Contract Manager rejects any Service Vehicle as a result of deficient mechanical condition, or unacceptable vehicle appearance, \$200 per day per vehicle in liquidated damages may be assessed until the condition is corrected to the satisfaction of Contract Manager.

If Contractor has documentation indicating that the condition of the vehicle cannot be corrected due to the unavailability of parts, cleaning tools or other reasons beyond the Contractor's control, then Contract Manager may waive the liquidated damages until the parts are available.

k. Vehicle Emissions (Engine Smog)

Each Service Vehicle shall fully comply with all applicable Federal, State, and local emissions rules, regulations, and requirements.

If any Service Vehicle fails to pass a smog test, receives a complaint, or is cited for an engine emissions violation by the California Air Resources Board, South Coast Air Quality Management District, the CHP, or other governmental agency authorized to issue such citation, the Contractor shall be liable for the citation, as well as liquidated damages. The Contractor shall notify the Contract Manager of having received a citation within one business day of receiving it and shall provide a timeline for preparing and submitting an action plan to verify and correct the deficiencies.

The Contractor shall be assessed \$500 in liquidated damages for each Service Vehicle that is cited for an engine emissions violation. If such complaint is found to be without merit, or beyond the Contractor's control, the Contract Manager may waive the liquidated damages.

If the Contractor does not submit any required smog check certificates to the Contract Manager bi-annually (every 2 years) within 30 days after State vehicle emissions testing has been performed, the Contractor may be assessed \$200 in liquidated damages per Service Vehicle for which a smog check certificate was not submitted. The Contractor shall provide a Service Vehicle at no charge to the County if and when the County or Contractor takes a County Service Vehicle to have an emission check performed and/or make repairs to the Service Vehicle before passing an emission check.

i. Permanent Vehicle Rejection

In the event any Service Vehicle is rejected permanently by Contract Manager as a result of vehicle condition, Contractor may be assessed \$200 per day per vehicle, up to a maximum of \$2,000 per Service Vehicle per month in liquidated damages until vehicle is replaced with a vehicle that is satisfactory to the Contract Manager.

m. Incorrectly Set Destination Signs

In the event any Service Vehicle displays an incorrect destination sign while in service or if it fails to display the "Not in Service" sign when it is not in revenue Service, liquidated damages of \$50 per Service Vehicle per day may be assessed for the first occurrence, \$75 per Service Vehicle per day for the second occurrence, and \$100 per Service Vehicle per day for each future occurrence within each contract year.

n. County Service Vehicle Warranty

If due to the Contractor's negligence of vehicle preventive maintenance program, as determined by the Contract Manager, any warranty coverage of the County Service Vehicle item (e.g., engine, transmission, air conditioning units, etc.) is lessened or invalidated, and/or warranty items are not covered due to neglect, liquidated damages of at least 50 percent of the cost to repair each item shall be assessed.

o. Off-Routing

If a regular scheduled Service Vehicle is identified as operating "off route", liquidated damages of at least \$200 per Service Vehicle per occurrence shall be assessed.

p. Controlled Substance and Alcohol Testing

The Contractor shall report results of random testing and other associated tests to the County on a quarterly basis on the form shown in Exhibit O.1, Controlled Substance and Alcohol Testing Program. Such reports shall be submitted to the County within 15 days after the end of the quarter. Liquidated damages of \$50 per calendar day (including non-business days, weekends, and holidays) may be assessed for late reports.

q. Maintenance Personnel

All maintenance on Service Vehicles shall be performed by ASE H-4 ASE Transit Bus Brake Test certified personnel and Section 609 of the Clean Air Act certified personnel as specified in this Exhibit. If maintenance personnel are not ASE H-4 ASE Transit Bus Brake Test certified or fail to obtain certification within 12 months of the date of hire or the start of the contract, whichever occurs last, and Section 609 of the Clean Air Act certified, liquidated damages of \$500 per maintenance employee per month may be assessed.

r. Trips Not Made

In the event that any scheduled trip is not made, the Contractor may be assessed liquidated damages in the amount of \$250 per trip, up to a maximum of \$2,000 per month.

s. Non-ADA Service Vehicle

In the event the Contractor replaces a Service Vehicle with a non-ADA-compliant Service Vehicle, the Contractor may be assessed liquidated damages of \$500 for first occurrence and \$1,000 for each subsequent occurrence.

t. Violation of Storage and Maintenance Facilities

In the event that the Contractor is either performing maintenance and/or subcontracting maintenance in violation of this Exhibit's Section H, Storage and Maintenance Facilities, as determined by Contract Manager, the Contractor may be assessed \$1,000 in liquidated damages per Service Vehicle per Service day up to a maximum of \$4,000 per Service Vehicle per month.

u. Storage of County Service Vehicles

If the Contractor fails to store County Service Vehicles in accordance with this Contract, the Contractor may be assessed, \$200 in liquidated damages per Service Vehicle per Service day, up to a maximum of \$2,000 per Service Vehicle per month.

v. Implementation of E-mail and Internet Access

If the Contractor fails to implement Internet access and e-mail and/or fails to use/maintain the system and/or train the personnel (e.g., Project Manager, Road Supervisor, and Maintenance Manager) within the time periods allotted in this Exhibit's Section G, Equipment, the Contractor may be assessed \$100 per staff member in liquidated damages per business day after the deadline.

w. 24-Hour Emergency Contact

If the Contractor fails to return a call to the Contract Manager within one hour after being requested in accordance with this Exhibit's Section G.3, Communication Equipment, the Contractor may be assessed \$200 in liquidated damages per occurrence.

x. Unresolved Service Vehicle Claims

If a settlement is not made within 90 calendar days of the Date of Loss (DOL) for a vehicle stolen, damaged, or lost by reason of collision, fire, negligence, abuse, vandalism, or other like cause in accordance with this Exhibit's Section G.2, General Terms for Transit

Vehicles, the Contractor may be assessed liquidated damages. Liquidated damages in the amount of \$1,000 per week, up to a maximum of \$4,000 per month, shall begin 120 calendar days after the DOL. However, in no event shall the liquidated damages exceed the total number of service hours times the actual cost differential between a Contractor-Provided Replacement Service Vehicle and the County Service Vehicle for a given month.

y. Service Vehicle Transfer Audit

At the discretion of the County, the Contractor may be required to transfer County Service Vehicles to another Service Contractor. The Contract Manager may schedule a pre-transfer inspection and a final transfer inspection. The Contractor assuming responsibility for the County Service Vehicles (New Contractor) shall conduct both inspections. The current Contractor shall have appropriate staff on-site to review work identified. It is the responsibility of the current Contractor to ensure that County Service Vehicles are in good mechanical condition and have good, clean appearances. The current Contractor must ensure that each vehicle's brakes and tires meet the minimum requirements specified in Exhibit M.1, Preventive Maintenance.

Any and all mechanical defects identified during the pre-transfer and the final transfer inspections are the responsibility of the current Contractor. PMI's shall be current. PMI records of County Service Vehicles are County property and are to be turned over to the New Contractor.

Liquidated damages in the amount of \$100 per County Service Vehicle per week may be assessed for PMI records that are not provided for any County Service Vehicle, beginning one week after the completion of the transfer of service.

Repairs identified during these inspections, not made by the current Contractor, shall be performed by the New Contractor. Outstanding PMI's shall also be performed by the New Contractor.

Contract Manager will review and validate repair costs (including internal and external body damage, preventative maintenance that was not performed as required and other vehicle repairs). To recover the cost of repairs and/or maintenance of County Service Vehicles, the Contract Manager may withhold up to two monthly Service invoice payments from the Contractor transferring County Service Vehicles.

Upon satisfactory completion of County Service Vehicle repairs and/or outstanding PMI's, the balance remaining from the monthly Service invoices being withheld minus the cost of repairs and/or maintenance will be released to the Contractor. If the repair costs exceed the total balance withheld from the monthly Service invoices, the County will invoice the Contractor for the difference.

z. Health, Safety, and Comfort

In the event any Service Vehicle has a wheelchair ramp/lift, air conditioning, and/or heating system failure while in service, \$200 per day per vehicle in liquidated damages may be assessed if the vehicle is placed in service during the next Service day(s) without repairs.

aa. Personnel

Contractor shall not, absent prior written notice to and consent by County, remove or reassign any of the key management personnel, such as the Project Manager or Maintenance Manager, at any time prior to or after execution of this Contract. In the event any key management personnel are removed or reassigned prior to or after execution of this Contract without prior written notice and consent by County, liquidated damages in the amount of \$1,000 per staff member may be assessed.

bb. Timely Repairs to County-Provided Service Vehicles

Contractor shall make every effort to repair County Service Vehicles in a timely manner to maintain proper operating and appearance standards. Repairs to County Service Vehicles shall be completed within a reasonable time frame. In the event any County Service Vehicle is removed from Service and remains out of service for six consecutive service days or 10 days within a 30-day period, the Contractor may be assessed \$200 in liquidated damages per Service Vehicle per Service day up to a maximum of \$2,000 per Service Vehicle per month.

If Contractor has documentation indicating that the condition of the vehicle cannot be corrected due to the unavailability of parts or for reasons that are clearly beyond Contractor's control, then Contract Manager may waive the liquidated damages.

cc. Interruption of Revenue Service to Refuel Service Vehicles

Contractor shall ensure that vehicles are fueled before being placed into revenue service. In the event any Service Vehicle causes an interruption in revenue service because it must be refueled, Contractor may be assessed liquidated damages of \$200 per vehicle for each occurrence up to a maximum of \$2,000 per month.

dd. Marketing and Advertising

Contractor shall ensure that each vehicle maintains an adequate supply of service brochures while operating in revenue service. If Contractor fails to comply, liquidated damages in the amount of \$100 per Service Vehicle per occurrence may be assessed.

If Contractor has documentation, which indicates prior notice had been provided stating they had exhausted their supply of service brochures, then Contract Manager may waive the liquidated damages.

ee. Fines by Regulatory and Governmental Agencies

If the County is 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, the Contractor may be assessed liquidated damages in an amount equal to the fine(s) charged to the County by a regulatory or governmental agency.

ff. AVL Devices

The Contractor is not to handle or disconnect any AVL device installed on a County Service Vehicle. If an AVL device is damaged, removed, disconnected, lost, or stolen, the Contractor may be assessed \$100 in liquidated damages per AVL device per Service day after the 2-week period following date of loss/damage (unless additional time is approved by County for unforeseen circumstances), until the AVL device is replaced.

5. In addition to the above, Public Works may use Exhibit F.1A, Performance Requirements Summary to evaluate Contractor's performance.

BB. Contractor's Quality Control Plan

The Contractor shall establish and maintain a Quality Control Plan to assure the requirements of this Contract are met. An updated copy shall be provided to the Contract Manager prior to the Contract start date and whenever changes occur. The plan shall include, but not be limited to, the following:

1. It shall specify the activities to be evaluated on either a scheduled or unscheduled basis, how often these evaluations shall take place and the title of the individual(s) who will be responsible for evaluating.
2. The methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
3. A file of all evaluations conducted by Contractor and, if necessary, the corrective action taken. This documentation shall be made available as requested by the County during the term of this Contract.
4. The methods for continuing service to the County in the event of a strike involving the Contractor's employees.
5. Control system in place to prevent vehicle loss.

CC. Gratuities

1. Contractor is advised that it is improper for any County officer, employee, or agent to solicit consideration, in any form, from Contractor with the implication, suggestion, or statement that Contractor's provision of the consideration, or failure to provide consideration, may cause favorable or unfavorable treatment, respectively, for the Contractor relating to the amendment or extension of the Contract or the making of any determinations with respect to Contractor's performance under this Contract. A Contractor shall not offer or give, either directly or through an intermediary, such improper consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment as described herein.
2. A Contractor shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

DD. Additional Work/Locations

1. The Contract Manager may authorize the Contractor to perform additional work including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents, such as vandalism, acts of God, third-party negligence or any unanticipated or unforeseen need. If the Contract Manager determines such additional work can be obtained in whole or in part by temporarily modifying the Contractor's tasks and work schedules, he or she may direct such modification.
2. Prior to performing any additional work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. No additional work shall commence without written authorization from the Contract Manager. However, when a condition threatens imminent injury to the public or damage to property, the Contract Manager may orally authorize the work to be performed upon receiving an oral estimate from the Contractor. Within 24 hours after receiving an oral authorization, the Contractor shall submit a written estimate to the Contract Manager for approval.
3. All additional work provided herein shall commence on the specified date established. The Contractor shall proceed diligently to complete said work within the time allotted.
4. Additional location(s) may be added during the Contract period. Upon request by the Contract Manager, the Contractor shall provide a written quotation for any additional location(s), based on the rates quoted in Form PW-2, Schedule of Prices. The Contractor shall be paid per Service Vehicle Revenue Hours for additional locations according to the rate quoted in Form PW-2. Upon Contract Manager's negotiation and acceptance of the Contractor's written quotation, and subject to approval of the Director, the additional location(s) may be added to the Contract by amendment or change order.

EXHIBIT A.2

INTENTIONALLY OMITTED

SCHEDULE OF PRICES

FOR

**EDMUND D. EDELMAN CHILDREN'S COURT SHUTTLE AND WELLNESS CENTER
SHUTTLE SERVICES**

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, overtime, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. 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.

A. WELLNESS CENTER SHUTTLE

| Item | Description | Hourly Rate | Estimated Annual Hours | Annual Price (Hourly Rate X Estimated Annual Hours) |
|----------------------------------|--|-----------------|------------------------|--|
| 1. | Rate for Contractor-Provided Service Vehicle | \$ <u>66.98</u> | 3,672 | \$ <u>245,950.56</u> |
| ESTIMATED TOTAL ANNUAL HOURS | | | 3,672 | |
| PROPOSED ANNUAL PRICE FOR PART A | | | | \$ <u>245,950.56</u> |

B. EDMUND D. EDELMAN CHILDREN'S COURT SHUTTLE

| Item | Description | Hourly Rate | Estimated Annual Hours | Annual Price (Hourly Rate X Estimated Annual Hours) |
|----------------------------------|--|-----------------|------------------------|--|
| 1. | Rate for County-Owned Service Vehicle | \$ <u>63.12</u> | 3,465 | \$ <u>218,710.80</u> |
| 2. | Rate for Contractor-Provided Service Vehicle | \$ <u>66.98</u> | 385 | \$ <u>25,787.30</u> |
| ESTIMATED TOTAL ANNUAL HOURS | | | 3,850 | |
| PROPOSED ANNUAL PRICE FOR PART B | | | | \$ <u>244,498.10</u> |

| | | | | |
|--|--|--|--|----------------------|
| TOTAL PROPOSED ANNUAL PRICE (Proposed Annual Price for Part A + B) | | | | \$ <u>490,448.66</u> |
|--|--|--|--|----------------------|

It is estimated that Contractor-provided vehicles may be needed in place of County-provided vehicles for 10% of the total annual hours

**SCHEDULE OF PRICES
FOR
EDMUND D. EDELMAN CHILDREN'S COURT SHUTTLE AND WELLNESS CENTER
SHUTTLE SERVICES**

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, overtime, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. 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.

A. WELLNESS CENTER SHUTTLE

| Item | Description | Hourly Rate | Estimated Annual Hours | Annual Price (Hourly Rate X Estimated Annual Hours) |
|----------------------------------|--|-------------|------------------------|---|
| 1. | Rate for Contractor-Provided Service Vehicle | \$ 67.83 | 3,672 | \$ 249,071.76 |
| ESTIMATED TOTAL ANNUAL HOURS | | | 3,672 | |
| PROPOSED ANNUAL PRICE FOR PART A | | | | \$ 249,071.76 |

B. EDMUND D. EDELMAN CHILDREN'S COURT SHUTTLE

| Item | Description | Hourly Rate | Estimated Annual Hours | Annual Price (Hourly Rate X Estimated Annual Hours) |
|----------------------------------|--|-------------|------------------------|---|
| 1. | Rate for County-Owned Service Vehicle | \$ 63.97 | 3,465 | \$ 221,656.05 |
| 2. | Rate for Contractor-Provided Service Vehicle | \$ 67.83 | 385 | \$ 26,114.55 |
| ESTIMATED TOTAL ANNUAL HOURS | | | 3,850 | |
| PROPOSED ANNUAL PRICE FOR PART B | | | | \$ 247,770.60 |

| | | | | |
|---|--|--|--|---------------|
| TOTAL PROPOSED ANNUAL PRICE (Proposed Annual Price for Part A + B) | | | | \$ 496,842.36 |
|---|--|--|--|---------------|

Is is estimated that Contractor-provided vehicles may be needed in place of County-provided vehicles for 10% of the total annual hours

**SCHEDULE OF PRICES
FOR
EDMUND D. EDELMAN CHILDREN'S COURT SHUTTLE AND WELLNESS CENTER
SHUTTLE SERVICES**

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, overtime, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. 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.

A. WELLNESS CENTER SHUTTLE

| Item | Description | Hourly Rate | Estimated Annual Hours | Annual Price (Hourly Rate X Estimated Annual Hours) |
|----------------------------------|--|-----------------|------------------------|---|
| 1. | Rate for Contractor-Provided Service Vehicle | \$ <u>68.68</u> | 3,672 | \$ <u>252,192.96</u> |
| ESTIMATED TOTAL ANNUAL HOURS | | | 3,672 | |
| PROPOSED ANNUAL PRICE FOR PART A | | | | \$ <u>252,192.96</u> |

B. EDMUND D. EDELMAN CHILDREN'S COURT SHUTTLE

| Item | Description | Hourly Rate | Estimated Annual Hours | Annual Price (Hourly Rate X Estimated Annual Hours) |
|----------------------------------|--|-----------------|------------------------|---|
| 1. | Rate for County-Owned Service Vehicle | \$ <u>64.82</u> | 3,465 | \$ <u>224,601.30</u> |
| 2. | Rate for Contractor-Provided Service Vehicle | \$ <u>68.68</u> | 385 | \$ <u>26,441.80</u> |
| ESTIMATED TOTAL ANNUAL HOURS | | | 3,850 | |
| PROPOSED ANNUAL PRICE FOR PART B | | | | \$ <u>251,043.10</u> |

| | | | | |
|--|--|--|--|----------------------|
| TOTAL PROPOSED ANNUAL PRICE (Proposed Annual Price for Part A + B) | | | | \$ <u>503,236.06</u> |
|--|--|--|--|----------------------|

It is estimated that Contractor-provided vehicles may be needed in place of County-provided vehicles for 10% of the total annual hours

**SCHEDULE OF PRICES
FOR
EDMUND D. EDELMAN CHILDREN'S COURT SHUTTLE AND WELLNESS CENTER
SHUTTLE SERVICES**

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, overtime, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. 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.

A. WELLNESS CENTER SHUTTLE

| Item | Description | Hourly Rate | Estimated Annual Hours | Annual Price (Hourly Rate X Estimated Annual Hours) |
|----------------------------------|--|-----------------|------------------------|---|
| 1. | Rate for Contractor-Provided Service Vehicle | \$ <u>69.53</u> | 3,672 | \$ <u>255,314.16</u> |
| ESTIMATED TOTAL ANNUAL HOURS | | | 3,672 | |
| PROPOSED ANNUAL PRICE FOR PART A | | | | \$ <u>255,314.16</u> |

B. EDMUND D. EDELMAN CHILDREN'S COURT SHUTTLE

| Item | Description | Hourly Rate | Estimated Annual Hours | Annual Price (Hourly Rate X Estimated Annual Hours) |
|----------------------------------|--|-----------------|------------------------|---|
| 1. | Rate for County-Owned Service Vehicle | \$ <u>65.67</u> | 3,465 | \$ <u>227,546.55</u> |
| 2. | Rate for Contractor-Provided Service Vehicle | \$ <u>69.53</u> | 385 | \$ <u>26,769.05</u> |
| ESTIMATED TOTAL ANNUAL HOURS | | | 3,850 | |
| PROPOSED ANNUAL PRICE FOR PART B | | | | \$ <u>254,315.60</u> |

| | | | | |
|--|--|--|--|----------------------|
| TOTAL PROPOSED ANNUAL PRICE (Proposed Annual Price for Part A + B) | | | | \$ <u>509,629.76</u> |
|--|--|--|--|----------------------|

Is estimated that Contractor-provided vehicles may be needed in place of County-provided vehicles for 10% of the total annual hours

**SCHEDULE OF PRICES
FOR**

**EDMUND D. EDELMAN CHILDREN'S COURT SHUTTLE AND WELLNESS CENTER
SHUTTLE SERVICES**

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, overtime, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. 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.

| | TERMS | ANNUAL PRICE FOR EACH TERM |
|--|---|----------------------------|
| 1 | EDMUND D. EDELMAN CHILDREN'S COURT SHUTTLE AND WELLNESS CENTER SHUTTLE SERVICES - INITIAL TERM | \$ 490,448.66 |
| 2 | EDMUND D. EDELMAN CHILDREN'S COURT SHUTTLE AND WELLNESS CENTER SHUTTLE SERVICES - OPTION YEAR 1 | \$ 496,842.36 |
| 3 | EDMUND D. EDELMAN CHILDREN'S COURT SHUTTLE AND WELLNESS CENTER SHUTTLE SERVICES - OPTION YEAR 2 | \$ 503,236.06 |
| 4 | EDMUND D. EDELMAN CHILDREN'S COURT SHUTTLE AND WELLNESS CENTER SHUTTLE SERVICES - OPTION YEAR 3 | \$ 509,629.76 |
| TOTAL PRICE FOR YEARS 1 THROUGH 4 | | \$ 2,000,156.84 |
| AVERAGE TOTAL PRICE FOR YEARS 1 THROUGH 4 (TOTAL PRICE FOR YEARS 1 THROUGH 4 / 4 YEARS) | | \$ 500,039.21 |

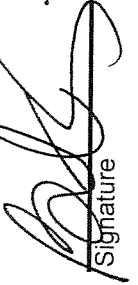
| | | |
|---|--|--|
| LEGAL NAME OF BIDDER Empire Transportation, Inc. | | |
| SIGNATURE OF PERSON AUTHORIZED TO SUBMIT BID  | | |
| TITLE OF AUTHORIZED PERSON President & COO | | |
| DATE 10/8/2018 | STATE CONTRACTOR'S LICENSE NUMBER PUC:TCP-21507;CHP:CA-326916 | LICENSE TYPE PUC :Transit CHP:Motor Carrier |
| BIDDER'S ADDRESS 8800 Park Street; Bellflower, CA 90706 | | |
| E-MAIL baguirre@emptransportation.com | | |
| PHONE 562.529.2676 Ext. 114 | MOBILE 310.562.2241 | FACSIMILE 562.529.2220 |

| POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY) | HOURS PER DAY | | | | | | | HOURS PER WEEK | ANNUAL HOURS (52 x Hrs per wk) | HOURLY WAGE RATE ** | ANNUAL COST |
|---|---------------|-----|-----|-----|-----|-----|-----|----------------|--------------------------------|---------------------|-------------|
| | SUN | MON | TUE | WED | THU | FRI | SAT | | | | |
| Operator 1 - Wellness | 0 | 10 | 10 | 10 | 10 | 0 | 0 | 40 | 2080 | 15.79 \$ | 32,843.20 |
| Operator 2 - Edelman | 0 | 0 | 10 | 10 | 10 | 10 | 0 | 40 | 2080 | 15.79 \$ | 32,843.20 |
| Operator 3 - Wellness/Edelman | 0 | 10 | 4 | 4 | 4.5 | 10 | 3 | 35.5 | 1846 | 15.79 \$ | 29,148.34 |
| Operator 4 - Wellness/Edelman | 0 | 9.5 | 4.5 | 4.5 | 4 | 8.5 | 10 | 41 | 2132 | 15.79 \$ | 33,664.28 |
| Road Supervisor | 0 | 2 | 2 | 2 | 2 | 2 | 0 | 10 | 520 | 16.50 \$ | 8,580.00 |
| Dispatcher | 0 | 1 | 1 | 1 | 1 | 1 | 0 | 5 | 260 | 17.50 \$ | 4,550.00 |
| Mechanic A | 8 | 0 | 0 | 0 | 0 | 0 | 8 | 16 | 832 | 26.00 \$ | 21,632.00 |
| Mechanic C | 0 | 4 | 4 | 4 | 4 | 4 | 0 | 20 | 1040 | 22.00 \$ | 22,880.00 |
| Comments/Notes: | | | | | | | | | | | |
| **Important: HOURLY RATE LISTED ON LW-8S MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE 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 Annual Employee Benefits (1+2+3+4) | | | | | | | | | | | |
| (5) Equipment Costs | | | | | | | | | | | |
| (6) Service and Supply Costs | | | | | | | | | | | |
| (7) General and Administrative Costs | | | | | | | | | | | |
| (8) Profit | | | | | | | | | | | |
| Total Annual Other Costs (5+6+7+8) | | | | | | | | | | | |
| TOTAL ANNUAL PRICE | | | | | | | | | | | |
| | | | | | | | | | | | |

* 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
 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 Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

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

Empire Transportation, Inc.
 Name of Proposer


 Signature

10/8/2018
 Date

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT:


EDMUND D. EDELMAN CHILDREN'S COURT SHUTTLE AND WELLNESS CENTER SHUTTLE SERVICE (2018-PA-037)
Estimated Dates (February 1, 2020 - January 31, 2021)

PROPOSER: Empire Transportation, Inc.

| POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY) | HOURS PER DAY | | | | | | | HOURS PER WEEK | ANNUAL HOURS (52 x Hrs per wk) | HOURLY WAGE RATE ** | ANNUAL COST | |
|---|---------------|-----|-----|-----|-----|-----|-----|----------------|---|---------------------|--------------|------------|
| | SUN | MON | TUE | WED | THU | FRI | SAT | | | | | |
| Operator 1 - Wellness | 0 | 10 | 10 | 10 | 10 | 0 | 0 | 40 | 2080 | 16.34 | \$ 33,987.20 | |
| Operator 2 - Edelman | 0 | 0 | 10 | 10 | 10 | 10 | 10 | 40 | 2080 | 16.34 | \$ 33,987.20 | |
| Operator 3 - Wellness/Edelman | 0 | 10 | 4 | 4 | 4.5 | 10 | 3 | 35.5 | 1846 | 16.34 | \$ 30,163.64 | |
| Operator 4 - Wellness/Edelman | 0 | 9.5 | 4.5 | 4.5 | 4 | 8.5 | 10 | 41 | 2132 | 16.34 | \$ 34,836.88 | |
| Road Supervisor | 0 | 2 | 2 | 2 | 2 | 2 | 0 | 10 | 520 | 17.00 | \$ 8,840.00 | |
| Dispatcher | 0 | 1 | 1 | 1 | 1 | 1 | 1 | 6 | 312 | 18.03 | \$ 5,625.36 | |
| Mechanic A | 8 | 0 | 0 | 0 | 0 | 0 | 8 | 16 | 832 | 26.25 | \$ 21,840.00 | |
| Mechanic C | 0 | 4 | 4 | 4 | 4 | 4 | 0 | 20 | 1040 | 23.00 | \$ 23,920.00 | |
| Comments/Notes: | | | | | | | | | | | | |
| **Important: HOURLY RATE LISTED ON LW-8S MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE | | | | | | | | | | | | |
| | | | | | | | | | Total Annual Salaries | | \$ | 193,200.28 |
| | | | | | | | | | (1) Vacations, Sick Leave, Holiday | | \$ | 12,058.63 |
| | | | | | | | | | (2) Health Insurance *** | | \$ | - |
| | | | | | | | | | (3) Payroll Taxes & Workers' Compensation | | \$ | 61,577.67 |
| | | | | | | | | | (4) Welfare and Pension | | \$ | - |
| | | | | | | | | | Total Annual Employee Benefits (1+2+3+4) | | \$ | 73,636.30 |
| | | | | | | | | | (5) Equipment Costs | | \$ | 107,557.05 |
| | | | | | | | | | (6) Service and Supply Costs | | \$ | 86,308.09 |
| | | | | | | | | | (7) General and Administrative Costs | | \$ | 30,878.46 |
| | | | | | | | | | (8) Profit | | \$ | 5,262.18 |
| | | | | | | | | | Total Annual Other Costs (5+6+7+8) | | \$ | 230,005.78 |
| | | | | | | | | | TOTAL ANNUAL PRICE | | \$ | 496,842.36 |

* 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
 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 Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

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

Empire Transportation, Inc.  10/8/2018
 Name of Proposer Signature Date

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT:

EDMUND D. EDELMAN CHILDREN'S COURT SHUTTLE AND WELLNESS CENTER SHUTTLE SERVICE (2018-PA-037)

Estimated Dates (February 1, 2021 - January 31, 2022)

PROPOSER: Empire Transportation, Inc.

| POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY) | HOURS PER DAY | | | | | | | HOURS PER WEEK | ANNUAL HOURS (52 x Hrs per wk) | HOURLY WAGE RATE ** | ANNUAL COST | |
|---|---|-----|-----|-----|-----|-----|-----|----------------|---|---------------------|--------------|------------|
| | SUN | MON | TUE | WED | THU | FRI | SAT | | | | | |
| Operator 1 - Wellness | 0 | 10 | 10 | 10 | 10 | 0 | 0 | 40 | 2080 | 16.83 | \$ 35,006.40 | |
| Operator 2 - Edelman | 0 | 0 | 10 | 10 | 10 | 10 | 0 | 40 | 2080 | 16.83 | \$ 35,006.40 | |
| Operator 3 - Wellness/Edelman | 0 | 10 | 4 | 4 | 4.5 | 10 | 3 | 35.5 | 1846 | 16.83 | \$ 31,068.18 | |
| Operator 4 - Wellness/Edelman | 0 | 9.5 | 4.5 | 4.5 | 4 | 8.5 | 10 | 41 | 2132 | 16.83 | \$ 35,881.56 | |
| Road Supervisor | 0 | 4 | 4 | 4 | 4 | 4 | 0 | 20 | 1040 | 17.51 | \$ 18,210.40 | |
| Dispatcher | 0 | 4 | 4 | 4 | 4 | 4 | 0 | 20 | 1040 | 18.50 | \$ 19,240.00 | |
| Mechanic A | 8 | 0 | 0 | 0 | 0 | 0 | 8 | 16 | 832 | 26.25 | \$ 21,840.00 | |
| Mechanic C | 0 | 4 | 4 | 4 | 4 | 4 | 0 | 20 | 1040 | 23.00 | \$ 23,920.00 | |
| Comments/Notes: | | | | | | | | | | | | |
| **Important: HOURLY RATE LISTED ON LW-8S MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE | | | | | | | | | | | | |
| | | | | | | | | | Total Annual Salaries | | \$ | 220,172.94 |
| | (1) Vacations, Sick Leave, Holiday | | | | | | | | | | | |
| | (2) Health Insurance *** | | | | | | | | | | | |
| | (3) Payroll Taxes & Workers' Compensation | | | | | | | | | | | |
| | (4) Welfare and Pension | | | | | | | | | | | |
| | | | | | | | | | Total Annual Employee Benefits (1+2+3+4) | | \$ | 82,924.01 |
| | (5) Equipment Costs | | | | | | | | | | | |
| | (6) Service and Supply Costs | | | | | | | | | | | |
| | (7) General and Administrative Costs | | | | | | | | | | | |
| | (8) Profit | | | | | | | | | | | |
| | | | | | | | | | Total Annual Other Costs (5+6+7+8) | | \$ | 27,342.31 |
| | | | | | | | | | Total Annual Other Costs (5+6+7+8) | | \$ | 2,753.66 |
| | | | | | | | | | TOTAL ANNUAL PRICE | | \$ | 503,236.06 |

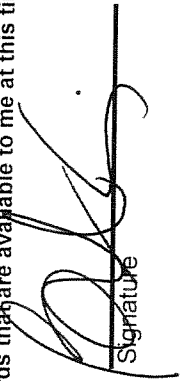
* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.

** 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

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 Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

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

Empire Transportation, Inc.
Name of Proposer


Signature

10/8/2018
Date

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT:

EDMUND D. EDELMAN CHILDREN'S COURT SHUTTLE AND WELLNESS CENTER SHUTTLE SERVICE (2018-PA-037)
Estimated Dates (February 1, 2022 - January 31, 2023)

PROPOSER: Empire Transportation, Inc.

| POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY) | HOURS PER DAY | | | | | | | HOURS PER WEEK | ANNUAL HOURS (52 x Hrs per/wk) | HOURLY WAGE RATE ** | ANNUAL COST |
|---|---|-----|-----|-----|-----|-----|-----|----------------|-----------------------------------|---------------------|-------------|
| | SUN | MON | TUE | WED | THU | FRI | SAT | | | | |
| Operator 1 - Wellness | 0 | 10 | 10 | 10 | 10 | 10 | 0 | 40 | 2080 | 17.33 \$ | 36,046.40 |
| Operator 2 - Edelman | 0 | 0 | 10 | 10 | 10 | 10 | 0 | 40 | 2080 | 17.33 \$ | 36,046.40 |
| Operator 3 - Wellness/Edelman | 0 | 10 | 4 | 4 | 4.5 | 10 | 3 | 35.5 | 1846 | 17.33 \$ | 31,991.18 |
| Operator 4 - Wellness/Edelman | 0 | 9.5 | 4.5 | 4.5 | 4 | 8.5 | 10 | 41 | 2132 | 17.33 \$ | 36,947.56 |
| Road Supervisor | 0 | 4 | 4 | 4 | 4 | 4 | 0 | 20 | 1040 | 18.04 \$ | 18,761.60 |
| Dispatcher | 0 | 4 | 4 | 4 | 4 | 4 | 0 | 20 | 1040 | 19.06 \$ | 19,822.40 |
| Mechanic A | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 16 | 832 | 26.50 \$ | 22,048.00 |
| Mechanic C | 0 | 4 | 4 | 4 | 4 | 4 | 0 | 20 | 1040 | 23.50 \$ | 24,440.00 |
| Comments/Notes: | **Important: HOURLY RATE LISTED ON LW-8S MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE 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 Annual Salaries \$ 226,103.54 Total Annual Employee Benefits (1+2+3+4) \$ 85,326.74 Total Annual Other Costs (5+6+7+8) \$ 198,199.48 TOTAL ANNUAL PRICE \$ 509,629.76 | | | | | | | | | | |

* 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
 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 Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

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

Empire Transportation, Inc.
Name of Proposer


Signature

10/24/2018
Date

SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Ambiguities or Discrepancies

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

B. Definitions

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

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

Bid or Bid Submission. The response to an Invitation for Bids.

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

Day. Calendar day(s) unless otherwise specified.

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

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

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

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

Fiscal Year. The 12-month period beginning July 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 this Request for Statement of Qualifications (Request for Statement of Qualifications).

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

Public Works. County of Los Angeles Department of Public Works.

Qualified Contractor. The person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity deemed qualified upon evaluations with a score of at least 75 eligible to submit bids for services contracts solicited by the County.

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

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

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

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

C. Headings

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

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT
ADMINISTRATION

A. Amendments

1. For any change which affects the Scope of Work, Contract sum, payments, or any term or condition included in this Contract, an amendment shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor.
2. The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by the Board or the Chief Executive Officer. To implement such changes, an amendment or a change order to this Contract shall be prepared by Public Works and signed by the Contractor.
3. County may, at its sole discretion, authorize extensions of time to this Contract's term. Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to this Contract shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor. To the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, Public Works may, at its sole discretion, grant Contractor extensions of time, provided the aggregate of all such extensions during the life of this Contract shall not exceed 120 days.
4. For any change which does not materially affect the Scope of Work or any other term or condition included under this Contract, a change order shall be prepared by Public Works and signed by the Contractor. If the change order is prepared by the Contractor, it shall be approved by Public Works and signed by the Contractor and the County.

B. Assignment and Delegation

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

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

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

C. Authorization Warranty

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

D. Budget Reduction

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

E. Complaints

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

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

F. Compliance with Applicable Laws

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

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

G. Compliance with Civil Rights Laws

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

H. Confidentiality

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

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

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

I. Conflict of Interest

1. No County employee whose position with County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of the work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.
2. Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract subjecting Contractor to either Contract termination for default or debarment proceedings or both. Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

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

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

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

K. Consideration of Hiring GAIN and GROW Participants

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

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

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

M. Contractor's Charitable Activities Compliance

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

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

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

O. County's Quality Assurance Plan

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

P. Damage to County Facilities, Buildings, or Grounds

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

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

Q. Employment Eligibility Verification

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

R. Facsimile Representations

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

S. Fair Labor Standards

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

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

T. Force Majeure

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

U. Governing Laws, Jurisdiction, and Venue

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

V. Most Favored Public Entity

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

W. Nondiscrimination and Affirmative Action

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

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

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

X. Nonexclusivity

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

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

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

Z. Notice of Delays

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

AA. Notice of Disputes

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

BB. Notice to Employees Regarding the Federal Earned Income Credit

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

CC. Notices

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

Contracting Manager, Architectural Engineering Division
County of Los Angeles Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

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

DD. Publicity

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

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

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

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

EE. Public Records Act

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

FF. Record Retention and Inspection/Audit Settlement

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

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

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

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

GG. Recycled-Content Paper Products

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

HH. Contractor's Employee Criminal Background Investigation

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

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

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

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

II. Subcontracting

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

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

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

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

JJ. Validity

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

KK. Waiver

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

LL. Warranty Against Contingent Fees

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

MM. Time Off for Voting

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

NN. Local Small Business Enterprise Utilization

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

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

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

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

OO. Compliance with County's Zero Tolerance Human Trafficking

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

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

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

PP. Method of Payment and Required Information

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

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

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments. Upon contract award or at any time during the duration of the agreement or 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 the contracting department(s), shall decide whether to approve exemption requests.

QQ. Compliance with Fair Chance Employment Practices

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

RR. Compliance with the County Policy of Equity

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

SECTION 3

TERMINATIONS/SUSPENSIONS

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

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

B. Termination/Suspension for Convenience

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

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

C. Termination/Suspension for Default

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

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

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

D. Termination/Suspension for Improper Consideration

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

E. Termination/Suspension for Insolvency

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

F. Termination/Suspension for Nonadherence to County Lobbyists Ordinance

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

G. Termination/Suspension for Nonappropriation of Funds

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

SECTION 4

GENERAL CONDITIONS OF CONTRACT WORK

A. Authority of Public Works and Inspection

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

B. Cooperation

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

C. Cooperation and Collateral Work

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

D. Equipment, Labor, Supervision, and Materials

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

E. Gratuitous Work

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

F. Jobsite Safety

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

G. Labor

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

H. Labor Law Compliance

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

I. Overtime

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

J. Permits/Licenses

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

K. Prohibition Against Use of Child Labor

1. Contractor shall:

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

- c. Upon request by County, provide to County the manufacturer's certification of compliance with all international child labor conventions.
 - d. Should County discover that any products, goods, supplies, or other personal property sold or supplied by Contractor to County are produced in violation of any international child labor conventions, Contractor shall immediately provide an alternative, compliant source of supply.
2. Failure by Contractor to comply with provisions of this paragraph will constitute a material breach of this Contract and will be grounds for immediate suspension or termination of this Contract for default.

L. Public Convenience

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

M. Public Safety

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

N. Quality of Work

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

O. Quantities of Work

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

P. Safety Requirements

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

Q. Storage of Material and Equipment

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

R. Transportation

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

S. Work Area Controls

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

T. County Contract Database/CARD

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

SECTION 5

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

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

B. Indemnification

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

C. Workplace Safety Indemnification

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

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

D. General Insurance Requirements

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

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

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

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

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

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

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

also shall apply to the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers and, when applicable, LACMTA, its Officers, Agents, and Employees as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

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

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

15. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

E. Compensation for County Costs

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

F. Insurance Coverage Requirements

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

| | |
|--|-------------|
| General Aggregate: | \$4 million |
| Products/Completed Operations Aggregate: | \$4 million |
| Personal and Advertising Injury: | \$4 million |
| Each Occurrence: | \$4 million |

2. Automobile Liability written on ISO policy form CA 00 01 or its equivalent. Such insurance shall include coverage for all "owned," "nonowned," and "hired" vehicles, or coverage for "any auto," in an amount as recommended by the Public Utilities Commission, but not less than the following (Can be met by a combination of primary and excess insurance coverage):
 - a. Seating capacity of 16 passengers or more (including driver), \$10 million.
 - b. Seating capacity of 15 passengers or less (including driver), \$5 million.
 - c. Taxicabs as defined by Vehicle Code Section 27908, a minimum of \$100,000 per person, \$1 million per occurrence, and \$50,000 property damage or a combined single limit of \$1 million.

A certificate evidencing such insurance coverage and an endorsement naming the County as additional insured thereunder shall be filed with the Director prior to Contractor providing Service hereunder.

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

4. Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

SECTION 6

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

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

B. Chapter 2.202 of the County Code

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

C. Nonresponsible Contractor

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

D. Contractor Hearing Board

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

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

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

E. Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

SECTION 7

COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

A. Jury Service Program

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

B. Written Employee Jury Service Policy

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

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

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

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

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

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

B. Notice to Employees Regarding the Safely Surrendered Baby Law

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

SECTION 9

COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

A. Living Wage Program

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

B. Payment of Living Wage Rates

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

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

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

C. Contractor's Submittal of Certified Monitoring Reports

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

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

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

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

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

E. County Auditing of Contractor Records

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

F. Notifications to Employees

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

G. Enforcement and Remedies

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

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

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

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

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

c. Termination/Suspension: Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.

3. Debarment: In the event Contractor breaches a requirement of this Section, County may, in its sole discretion, bar Contractor from the award of future County Contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Section 2.202, Determinations of Contractor Nonresponsibility and Contractor Debarment.

H. Use of Full-Time Employees

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

I. Contractor Retaliation Prohibited

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

J. Contractor Standards

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

K. Neutrality in Labor Relations

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

SECTION 10

SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM

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

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

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

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

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

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

SECTION 11

LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

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

SECTION 12

COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX
REDUCTION PROGRAM

A. Defaulted Property Tax Reduction Program

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

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

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

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

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

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

SECTION 13

DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM

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

SECTION 14

DISPLACED TRANSIT EMPLOYEE PROGRAM

- A. In accordance with Labor Code, Section 1072(c)(1), if the County informs the Contractor that the County intends to issue a new solicitation for these services, Contractor shall, within 14 calendar days thereafter, provide to the County the number of employees who are performing services under this Contract and the wage rates, benefits, and job classifications of those employees. In addition, the Contractor shall make this information available to any entity that the County has identified as a bona fide Proposer for the successor Contract. If the successor service Contract is awarded to a new Contractor, the Contractor shall provide the names, addresses, dates of hire, wages, benefit levels, and job classifications of employees to the successor Contractor.

The following provision applies if the Contractor declared that the Contractor is willing to retain employees of previous Contractor and signed PW-16, Displaced Transit Employee Declaration indicating that they will do so in their proposal.

- B. If the Contractor has declared in Form PW-16, Displaced Transit Employee Declaration that the Contractor will retain employees of the prior Contractor or Subcontractor for a period of not less than 90 days, the Contractor shall retain employees who have been employed by the prior Contractor or Subcontractors, except for reasonable and substantiated cause as specified in California Labor Code, Section 1072(c)(2). That cause is limited to the particular employee's performance or conduct while working under the prior Contract or the employee's failure of any controlled substances and alcohol test, physical examination, criminal background check required by law as a condition of employment, or other standard hiring qualification lawfully required by the Contractor and/or Subcontractor.
- C. In accordance with California Labor Code, Section 1072(c)(3), the Contractor shall make a written offer of employment to each employee to be rehired. That offer shall state the time within which the employee must accept that offer, but in no case less than ten days. California Labor Code 1072(c)(3) does not require the Contractor and/or Subcontractor to pay the same wages or offer the same benefits provided by the prior Contractor or Subcontractor.
- D. If, at any time, the Contractor or Subcontractor determines that fewer employees are required than were required under the prior Contract or Subcontract, the Contractor or Subcontractor shall retain qualified employees by seniority within the job classification. In determining those employees who are qualified, the Contractor or Subcontractor may require an employee to possess any license that is required by law to operate the equipment that the employee will operate as an employee of the Contractor or Subcontractor.

E. Termination for Breach

1. In accordance to California Labor Code, Section 1074(a), upon its motion or upon the request of any member of the public, the County may terminate this Contract if both of the following occur:
 - a. The Contractor or Subcontractor has substantially breached this Contract.
 - b. The County holds a public hearing within 30 days of the receipt of the request or its announcement of its intention to terminate.
2. Contractor or Subcontractor terminated pursuant to this provision shall be ineligible to submit proposal on or be awarded a service Contract or Subcontract with the County for a period of not less than one year and not more than three years, to be determined by the County.
3. Nothing herein is intended nor shall be construed as creating any exclusive provision for termination of this Contract. This provision shall not limit the County's right to terminate or debar Contractors under any other provisions of this Contract or under any other provision of the law.



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2017)

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

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

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

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

How and When Must I Notify My Employees?

You must give the employee one of the following.

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

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

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

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

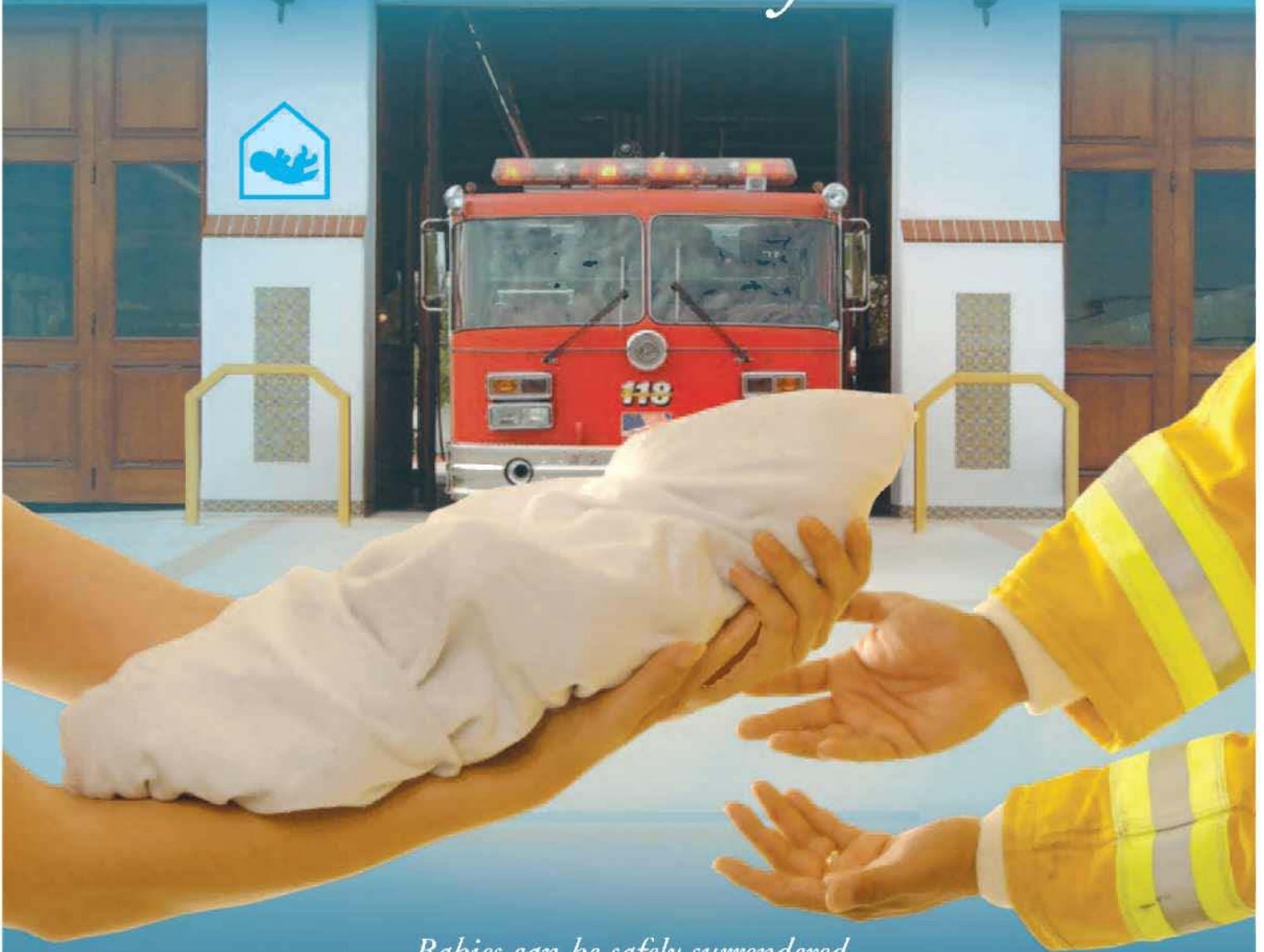
How Will My Employees Know If They Can Claim the EIC?

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 Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

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

Safely Surrendered *Baby Law*



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

No shame. No blame. No names.

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

www.babysafela.org



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?

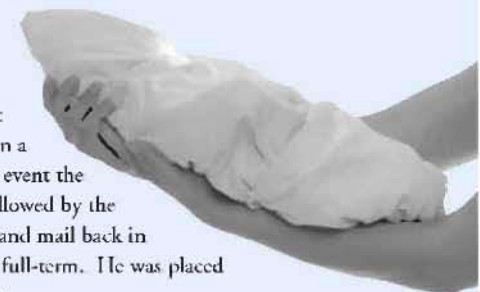
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

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 Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

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

Los padres que 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 Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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



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.)

EXHIBIT F.1A (SUPPLEMENTAL)

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.1 through S.1, inclusive, of this Contract (Exhibits A.1-S.1) and this PRS, Exhibits A.1-S.1 shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A.1-S.1, 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. | Yes No 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. | Yes No N/A | |
| B. REPORTS/DOCUMENTATIONS | | | | |
| 1. Daily/Weekly/Monthly/Quarterly Reports | Submitted to Contract Manager daily/weekly/monthly report. | \$50 per day per report that is late or not submitted. | Yes No N/A | |
| 2. Special Reports As Needed | Filed within time frame requested. | \$50 per day per report that is late or not submitted. | Yes No 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.1 through S.1, inclusive, of this Contract (Exhibits A.1-S.1) and this PRS, Exhibits A.1-S.1 shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A.1-S.1, 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 |
|--|---|--|------------------|----------|
| C. EMPLOYEES | | | | |
| 1. Contractor's Employee Criminal Background Investigation | Prior to the start of the contract and continuation of the contract the contractor shall certify all employees who are in a designated sensitive position has passed a fingerprints background check submitted to the California Department of Justice to include State, local, and federal-level review, as required by the Contract. Employees who do <u>not</u> pass or is not certified shall be immediately removed. | \$100 per employee per day who is not certified as passing the background check. | Yes No N/A | |
| 2. Employees Well Oriented To Job | Employees must have thorough knowledge of facility and its needs. | \$50 per error resulting from lack of orientation; possible suspension. | Yes No N/A | |
| 3. Staffing | Staffing levels are equal or exceed contract requirements. | \$50 per occurrence. | Yes No N/A | |
| 4. Photo I.D. Badges | Photo I.D. Badges worn by all employees on the job at all times. | \$50 per employee, per occurrence. | Yes No N/A | |
| 5. Uniform | Uniforms worn by all day time employees on the job. | \$50 per employee, per occurrence. | Yes No | |

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

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A.1 through S.1, inclusive, of this Contract (Exhibits A.1-S.1) and this PRS, Exhibits A.1-S.1 shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A.1-S.1, 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 |
|--|---|---|------------------|----------|
| | | | N/A | |
| 6. Training program | Document training of each employee. | \$250 per untrained employee. | Yes No N/A | |
| 7. Maintain Knowledge of Safety Requirements | Completion of training of all accepted standards for safe practices related to the work. | \$50 per employee, per occurrence. | Yes No N/A | |
| D. SUPERVISOR/MANAGERS | | | | |
| 1. Change in Project Manager | Contractor shall notify the County in writing of any change in name or address of the Project Manager. | \$50 per occurrence. | Yes No N/A | |
| 2. Respond to complaints, requests, and discrepancies. | Respond within the time frame outlined in the Contract. | \$50 per complaint not responded to within the time frame outlined in the specifications. | Yes No N/A | |
| 3. Makes Site Inspections | Facility inspected each shift or as required by Contract. | \$50 per occurrence. | Yes No N/A | |
| 4. Competent Supervisory Staff | Responsiveness to complaints and requests; maintain good work records, and acceptable level of service. | \$200 per occurrence; possible suspension. | Yes No 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.1 through S.1, inclusive, of this Contract (Exhibits A.1-S.1) and this PRS, Exhibits A.1-S.1 shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A.1-S.1, 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 |
|--|--|--|------------------|----------|
| 5. Provide Adequate Supervision and Training | Contract specifications met. | \$50 per occurrence; possible suspension. | Yes No N/A | |
| 6. Project Safety Official | Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. | \$200 per occurrence. | Yes No N/A | |
| E. CONTRACT ADMINISTRATION | | | | |
| 1. Insurance Certifications | Certifications submitted before implementation of contract and on a timely basis there-after. | \$200 per day; work/contract; possible suspension; possible termination for default of contract. | Yes No N/A | |
| 2. Record Retention & Inspection/Audit Settlement | Maintain all required documents as specified in contract. | \$200 per occurrence. | Yes No N/A | |
| 3. Use of Subcontractor without Approval and/or Authorization. | Obtain County's written approval prior to subcontracting any work. | \$500 per occurrence; possible suspension; possible termination for default of contract. | Yes No N/A | |
| 4. License and Certification | All license and certifications required to perform the work, if any. | \$200 per day; possible suspension; possible termination for default of contract. | Yes No N/A | |
| 5. Assignment and Delegation | Contractor shall not assign its rights or delegate its duties | \$200 per day the County is not informed of this | Yes No | |

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

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A.1 through S.1, inclusive, of this Contract (Exhibits A.1-S.1) and this PRS, Exhibits A.1-S.1 shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A.1-S.1, 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 |
|------------------------|---|--|-----------------------------|----------|
| 6. Safety Requirements | under this Contract, or both, whether in whole or in part, without the prior written consent of County. Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA). | change; possible suspension; possible termination for default of contract. \$500 per occurrence; possible suspension. | N/A Yes No N/A | |

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

WELLNESS CENTER SHUTTLE SERVICE

SERVICE ROUTE, SCHEDULE, AND FARE

Days and Hours of Service: Monday through Saturday from 7:00 a.m. to 7:00 p.m.

Holidays with no Service: The six holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Service Frequency: The service frequency is 15-20 minutes.

Fare Structure: There is no charge to board the Wellness Center shuttle.

Number of Service Vehicles: One

Key Destinations Served:

- Wellness Center at the historical General Hospital
- LAC+USC Medical Center (Clinic Tower)
- Visitor Parking Structure 10
- Visitor Parking Lot 5

EDMUND D. EDELMAN CHILDREN'S COURT SHUTTLE SERVICE

SERVICE ROUTE, SCHEDULE, AND FARE

Days and Hours of Service: Monday through Friday from 6:00 a.m. to 6:00 p.m.

Holidays with no Service: The holidays are New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day.

Service Frequency: The service frequency is 15-20 minutes.

Fare Structure: There is no charge to board the Edmund D. Edelman Children's Court shuttle.

Number of Service Vehicles: One (Two between 6:00 a.m. and 9:15 a.m.)

Key Destinations Served:

- CSULA Busway/MetroLink Station
- Edmund D. Edelman Children's Court
- LASD Sheriff's Headquarters
- LAC Service Complex
- LAC Fire Department

The Shuttle connects with the following bus and train lines.

El Microbús conecta con las siguientes líneas de autobús y tren.

Alhambra Community Transit
(626) 289-1220

El Sol Shuttle
(626) 458-3909

Foothill Transit
(800) RIDE INFO (800) 743-3463
Expressway Lines/*Rutas de autobúsis express:*
481, 493, 497, 498, 499, 699, Silver Streak

Metro
(323) GO-METRO (323) 466-3876 or 511
Expressway Lines/*Rutas de autobúsis express:*
485, 487, 489, Silver Line
Local Lines/*Rutas locales:* 70, 71, 256, 665

Metrolink
(800) 371-LINK (800) 371-5465
Lines/*Rutas:* San Bernardino

Monterey Park Spirit
(626) 307-7842

For more information on how to get to the Cal State LA Busway/Metrolink Station via public transportation, please call (323) GO-METRO.

Para más información sobre como llegar a la Estación Cal State LA Busway/Metrolink por la vía de transporte público, favor de llamar al (323) GO-METRO.

The Shuttle Operates Monday Through Friday
(except on the following holidays)

El Microbús Opera de lunes a viernes
(*excepto en los siguientes días de fiesta*)

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day

For more information regarding the Shuttle service , please call (626) 458-3909 or visit www.lagobus.info

Para más información sobre el servicio del Microbús, favor de llamar al (626) 458-3909 o visite www.lagobus.info

For the hearing impaired, please call 711

Para las personas con dificultad auditiva, favor de llamar al 711



The service is financed through funds provided by the County of Los Angeles.

Este servicio es financiado por el Condado de Los Angeles.



Edmund D. Edelman
Children's Court

Shuttle Service

Welcome aboard the free shuttle service.

Bienvenidos a bordo del servicio gratuito del microbus.

Hours of Operation Monday–Friday | Horario de Servicio lunes a viernes

The shuttle operates in accordance with the following schedule. Times may vary due to traffic and weather conditions. Between 5:55 – 9:00 A.M. there are two shuttles alternating service.

El Microbús provee servicio durante el siguiente horario. Este horario puede cambiar debido al tráfico y las condiciones del clima. Durante las 5:55 – 9:00 A.M. hay dos microbuses proveyendo servicio.

8:45 A.M., 9:00 A.M., & 6:05 P.M. shuttles from CSULA Busway return to CSULA Busway.
8:45 A.M., 9:00 A.M., y 6:05 P.M. los microbuses de CSULA Busway regresan a CSULA Busway.

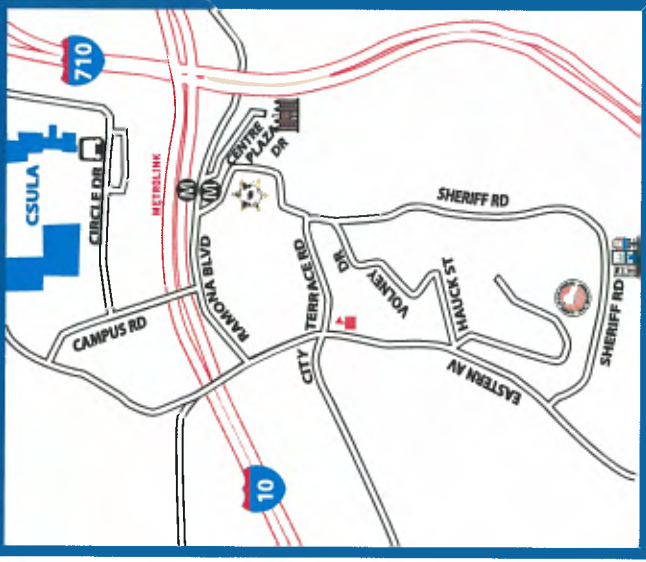
| CSULA Busway/Metrolink | Children's Court | Sheriff's HQ | Service Complex Stop #1 | Service Complex Stop #2 | Fire Dept. |
|------------------------|------------------|--------------|-------------------------|-------------------------|------------|
| 5:55 AM | | | 6:02 | | |
| 6:00 | 6:04 | 6:07 | | | |
| 6:10 | 6:14 | 6:17 | 6:21 | | |
| 6:15 | 6:19 | 6:22 | 6:26 | 6:27 | 6:32 |
| 6:28 | 6:32 | 6:35 | | | |
| 6:40 | 6:44 | 6:47 | | | |
| 6:45 | 6:49 | 6:52 | 6:56 | 6:57 | 7:02 |
| 6:55* | 6:59 | 7:02 | 7:07 | | |
| 7:10* | 7:14 | 7:17 | | | |
| 7:15* | 7:19 | 7:22 | | | |
| 7:30 | 7:34 | 7:37 | 7:41 | 7:42 | 7:47 |
| 7:37* | 7:41 | 7:44 | 7:49 | | |
| 7:55 | 7:59 | 8:02 | 8:06 | 8:07 | 8:12 |
| 8:00* | 8:04 | 8:07 | | | |
| 8:15 | 8:19 | 8:22 | | | |
| 8:25 | 8:29 | 8:32 | | | |
| 8:30 | 8:34 | 8:37 | | | |
| 8:45 | 8:49 | 8:52 | | | |
| 9:00 | 9:04 | 9:07 | | | |

| CSULA Busway/Metrolink | Fire Dept. | Service Complex Stop #2 | Service Complex Stop #1 | Sheriff's HQ | Children's Court |
|------------------------|------------|-------------------------|-------------------------|--------------|------------------|
| 9:30 | | | | On Call** | 9:34 |
| 9:50 | | | | On Call** | 9:54 |
| 10:10 | | | | On Call** | 10:14 |
| 10:25 | | | | On Call** | 10:29 |
| 10:40 | | | | On Call** | 10:44 |
| 10:55 | | | | On Call** | 10:59 |
| 11:05 | | | | On Call** | 11:09 |
| 11:25 | | | | On Call** | 11:29 |
| 11:40 | | | | On Call** | 11:44 |
| 11:55 | | | | On Call** | 11:59 |
| 12:10 | | | | On Call** | 12:14 |
| 12:25 | | | | On Call** | 12:29 |
| 12:40 | | | | On Call** | 12:44 |
| 12:50 | | | | On Call** | 12:54 |
| 1:10 | | | | On Call** | 1:14 |
| 1:25 | | | | On Call** | 1:29 |
| 1:40 | | | | On Call** | 1:44 |
| 1:50 | | | | On Call** | 1:54 |
| 2:10 | | | | On Call** | 2:14 |
| 2:25 | | | | On Call** | 2:29 |
| 2:45 | | | | On Call** | 2:49 |
| 3:00 | | | | On Call** | 3:04 |
| 3:12 | | 3:19 | | 3:23 | 3:26 |
| 3:42 | | 3:49 | | 3:53 | 3:56 |
| 4:07 | 4:14 | 4:18 | 4:19 | 4:23 | 4:26 |
| 4:39 | 4:45 | 4:49 | | 4:53 | 4:56 |
| 5:20 | | | | 5:23 | 5:26 |
| 5:42 | | 5:49 | | 5:53 | 5:56 |
| 6:05 | | | | On Call** | 6:09 |

The Children's Court Shuttle is wheelchair accessible.
El Microbús Children's Court es accesible para personas en silla de ruedas.



SHUTTLE MAP/MAPA DE RUTA



M The shuttle connects to the Eastbound Metro Line 70 at Ramona Blvd./Centre Plaza Dr. during shuttle operating hours. The shuttle only connects to the Westbound Metro Line 70 at Ramona Blvd./Centre Plaza Dr. after 9:40 a.m.

N El microbús conecta con la Ruta 70 Este de Metro en la intersección de Ramona Blvd y Centre Plaza Dr. durante las horas de servicio. El Microbús solamente conecta con la Ruta 70 oeste de Metro en la intersección de Ramona Blvd. y Centre Plaza Dr. después de las 9:40 a.m.

* Shuttle drops off at Fire Dept. by passenger request only.

* El microbús deja pasajeros en el Depto. de Bomberos solamente cuando es pedido.

** For people requiring transportation, please call (626) 246-3799.

** Para personas que necesitan transportation, por favor llame al (626) 246-3799.



1200 N. State St., Los Angeles 90033

The Wellness Center Shuttle



TARIFA: Gratis

Tarifa está sujeta a cambios sin previo aviso.

HORARIO DE SERVICIO:

7 am – 7 pm lunes a sábado

El microbus tiene aire acondicionado y es accesible para sillas de ruedas.

El microbus conecta con los proveedores de transportación siguiente:

DASH

Boyle Heights/East LA
Lincoln Heights/Chinatown
www.ladottransit.com
(213) 808-2273

Metro

Ruta 605
Ruta 620
www.metro.net
(323) GO-METRO o 511

FARE: Free

Fare is subject to change without notice.

SHUTTLE OPERATES:

7 am – 7 pm Monday to Saturday

The shuttle is air-conditioned and wheelchair accessible.

The shuttle connects with the following transit providers:

DASH

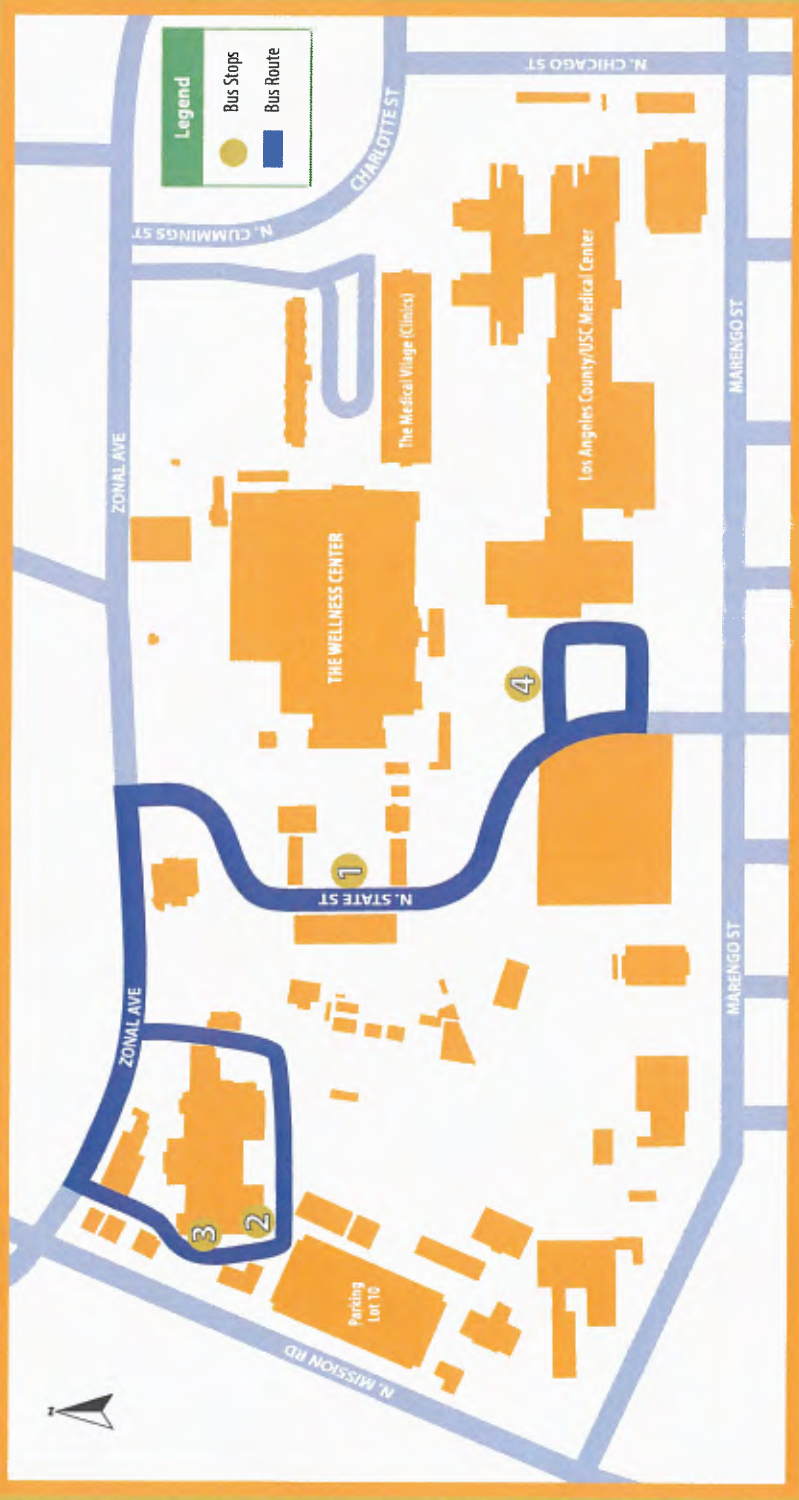
Boyle Heights/East LA
Lincoln Heights/Chinatown
www.ladottransit.com
(213) 808-2273

Metro

Line 605
Line 620
www.metro.net
(323) GO-METRO or 511



The Wellness Center Shuttle



Key Destinations Served
Shuttle Stops

1. The Wellness Center
2. Parking Lot 10
3. ADA Parking
4. Los Angeles County/ USC Medical Center

Departure Time/Horas de Salida

Each hour between 7 am - 7 pm Monday to Saturday/Cada hora de 7 am - 7 pm lunes a sábado

| | | | |
|-----|-----|-----|-----|
| :00 | :15 | :30 | :45 |
| :04 | :19 | :34 | :49 |
| :06 | :21 | :36 | :51 |
| :10 | :25 | :40 | :55 |

Holidays with no Service:

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.

No hay servicio en los siguientes días festivos:

Año Nuevo, Día Conmemorativo, Día de Independencia, Día del Trabajo, Día de Acción de Gracias, Día de Navidad.

Service Frequency:

The service frequency will be 15 minutes.

Frecuencia:

Servicio cada 15 minutos.

For more information regarding this shuttle service, please call (626) 458-3909 or visit www.lagobus.info

Para más información sobre el servicio del microbus, favor de llamar al (626)458-3909 o visite www.lagobus.info

For the hearing impaired, please call 711

Para las personas con dificultad auditiva, favor de llamar al 711

COUNTY-PROVIDED SERVICE VEHICLE SPECIFICATIONS

Edmund D. Edelman's Children Court Vehicle Information

- A. The following County-Provided Vehicles are currently assigned to the Edmund D. Edelman's Children Court Shuttle Service:

| <u>ID</u> | <u>Make</u> | <u>Model</u> | <u>Year</u> | <u>VIN #</u> |
|-----------|-------------|--------------|-------------|-------------------|
| L-207 | Chevrolet | C4500 | 2010 | 1GB9G5AG9A1104806 |
| L-311 | Chevrolet | C5500 | 2007 | 1GBE5V1G97F419590 |

- B. County-Provided Service Vehicles Specifications:

- 25/27-foot Cutaway-Bus
- Low emission, Propane-powered (LPG)
- Passenger pull cord system
- "Stop Requested" sign
- Public address system with gooseneck microphone
- Backup alarm
- Fully automatic wheelchair lift
- ADA-compliant securement system for two (2) wheelchair passengers
- 10 lbs. ABC Fire Extinguisher, first-aid kit, reflector kit
- Fare Box
- Bike Racks (that will support two standard-sized bikes)

Wellness Center Vehicles Information

There is no County-Provided Vehicle currently assigned to the Wellness Center Shuttle Service.

CONTRACTOR-PROVIDED SERVICE VEHICLE REQUIREMENTS**Minimum Vehicle Requirements****Section I**

- Vehicle must not have reached its Altoona life
- 2014 or newer standard 25-foot Class 3 vehicle
- Propane (LPG), or Compressed Natural Gas (CNG)
- Minimum 14,000 LB GVWR
- 7,000 lbs. front axle (GAWR)
- 10,000 lbs. rear axle (GAWR)
- Spring suspension front and rear (option for rear air)
- 159- to 178-inch wheelbase
- Four-wheel disc brakes
- 20 passengers or 16 passengers with two wheelchair positions
- Vertical stanchions throughout perimeter seating
- 86,000 BTU passenger area air conditioning system
- 24,500 BTU driver area air conditioning system
- 35,000 BTU passenger area heater
- Passenger pull cord system
- "Stop Requested" sign
- Backup alarm
- Ricon Model S or K series fully automatic wheelchair lift to include: manual backup, handrails, California brake interlock, lift pad kit, platform lighting, meeting all ADA requirements
- ADA-compliant securement system for two wheelchair passengers
- 10 lbs. ABC fire extinguisher, first-aid kit, reflector kit
- Outside destination signage
- Fare box

Section II

- If Section I vehicle type is not available, then gasoline-powered cutaway vehicle may be used in substitution
- 2014 or newer, standard 25-foot Class 3 vehicle
- 20 passengers or 16 passengers with two wheelchair positions
- Minimum 14,000 LB GVWR
- 159- to 178-inch wheelbase
- Four-wheel disc brakes, 14.75-inch diameter
- 7,000 lbs. front axle (GAWR)
- 10,000 lbs. rear axle (GAWR)
- Spring suspension front and rear (option for rear air)

CONTRACTOR-PROVIDED SERVICE VEHICLE REQUIREMENTS

Section II (Continued)

- Vertical stanchions throughout perimeter seating
- 86,000 BTU passenger area air conditioning system
- 24,500 BTU driver area air conditioning system
- 35,000 BTU passenger area heater
- Passenger pull cord system
- "Stop Requested" sign
- Backup alarm
- Ricon Model S or K series fully automatic wheelchair lift to include: manual backup, handrails, California brake interlock, lift-pad kit, platform lighting, meeting all ADA requirements, or Director-approved equal.
- ADA-compliant securement system for two wheelchair passengers
- 10 lbs. ABC fire extinguisher, first-aid kit, reflector kit, body fluid kit
- Outside destination signage
- Fare box

SERVICE VEHICLE APPEARANCE/CLEANLINESS CHECKLIST

Date/Time _____ Vehicle No. _____

Checked By _____

| | | | |
|-----------------|-----------|------------|--------------|
| EXTERIOR | VERY GOOD | ACCEPTABLE | UNACCEPTABLE |
|-----------------|-----------|------------|--------------|

| | | | |
|-----------------------|-------|-------|-------|
| Windshield | _____ | _____ | _____ |
| Windows | _____ | _____ | _____ |
| Body–Front and Sides | _____ | _____ | _____ |
| Body–Rear | _____ | _____ | _____ |
| Fuel Filter Area | _____ | _____ | _____ |
| Wheels | _____ | _____ | _____ |
| Rubber/Vinyl Parts | _____ | _____ | _____ |
| Destination Sign Area | _____ | _____ | _____ |

INTERIOR

| | | | |
|--------------------------|-------|-------|-------|
| Entry/Driver Area | _____ | _____ | _____ |
| Windshield | _____ | _____ | _____ |
| Floor/Aisle | _____ | _____ | _____ |
| Seats | _____ | _____ | _____ |
| Seat Backs | _____ | _____ | _____ |
| Windows | _____ | _____ | _____ |
| Lift or Exit Door Area | _____ | _____ | _____ |
| Sidewall Panels | _____ | _____ | _____ |
| Modesty Panels | _____ | _____ | _____ |
| Stanchions/Grab Rails | _____ | _____ | _____ |
| Information Display Area | _____ | _____ | _____ |
| Schedule Holder(s) | _____ | _____ | _____ |

| | | | |
|----------|-------|-------|-------|
| Subtotal | _____ | _____ | _____ |
|----------|-------|-------|-------|

| | | | |
|-------|-------|-------|-------|
| Total | _____ | _____ | _____ |
|-------|-------|-------|-------|

OVERALL RATING

| | |
|-------|--------------|
| _____ | VERY GOOD |
| _____ | ACCEPTABLE |
| _____ | UNACCEPTABLE |

DRIVER'S DAILY VEHICLE REPORT

BUS NO. _____ MILEAGE _____ DATE _____ ROUTE _____

OPEN HOOD & CHECK!

- COOLANT, OIL, BATTERY, WASHER
FLUID LEVELS, FAN BELTS & WIRING

ENTER BUS & CHECK!

- STEPS, GRAB HANDLES & RAILS,
WINDOWS, WARNING DEVICES, FIRST
AID KIT, FIRE EXTINGUISHER,
CLEANLINESS & INSIDE EMERGENCY
EXITS
- WHEELCHAIR LIFT/RAMP OPERATION
AND SECUREMENTS

RECORD ODOMETER READING

- CHECK IF PMI SERVICE IS DUE
SHORTLY

START ENGINE & CHECK!

- NEUTRAL SAFETY SWITCH OPERATION
- GEAR SHIFT LEVER OPERATION
- SERVICE BRAKE WARNING BUZZER &
LIGHT
- BRAKE INTERLOCK
- STEERING WHEEL PLAY
- WINDSHIELD WIPERS AND WASHERS
- HEATER AND DEFROSTER
- HORN
- SERVICE DOORS (OPEN & CLOSE)
- ALL MIRRORS
- WATER TEMPERATURE, FUEL, VACUUM,
OIL OR AIR PRESSURE GAUGES
- PARKING BRAKE WARNING BUZZER &
LIGHT
- SEAT BELT(S)
- SERVICE BRAKES

**DRIVE BUS FORWARD & APPLY BRAKES
ACTIVATE ALL LIGHTS & CHECK!**

- AMMETER, ALL INTERIOR LIGHTS,
HEADLIGHTS, (HIGH & LOW BEAM
INDICATOR)

**SET PARKING BRAKE, PUT TRANSMISSION
IN NEUTRAL WITH ENGINE RUNNING &
ALL LIGHTS ON, CHECK FOLLOWING
EQUIPMENT OUTSIDE BUS**

- RIGHT FRONT WHEEL AND TIRE
- RIGHT SIDE MARKER LAMPS
- TURN SIGNAL LIGHTS AND REFLECTORS
- RIGHT REARVIEW MIRROR & MOUNTING
- HEADLIGHTS & TURN SIGNALS
- CLUSTER, CLEARANCE AND I.D. LIGHTS
- DESTINATION SIGN OR IDENTIFICATION
SIGNAGE
- WINDSHIELD
- LEFT REARVIEW MIRROR & MOUNTING
- LEFT FRONT WHEEL AND TIRE
- DRIVER'S SIDE WINDOW
- LEFT SIDE MARKER LAMPS & TURN
SIGNAL
- LIGHTS AND REFLECTORS
- LEFT REAR WHEELS AND TIRES
- EXHAUST SYSTEM CONDITION
- LOOK UNDER VEHICLE FOR LEAKS
- REAR CLUSTER, CLEARANCE AND I.D.
LIGHTS
- TAILLIGHTS, TURN SIGNALS &
REFLECTORS
- RIGHT REAR WHEELS AND TIRES
- FUEL TANK FILLER TANK CAPS

CONDITION OF THIS BUS IS:

- SATISFACTORY
- UNSATISFACTORY

REMARKS: _____

| DRIVER'S SIGNATURE(S) | TIME | MECHANIC SIGNATURE(S) |
|-----------------------|-------|-------------------------------|
| 1 _____ | _____ | 1 _____ |
| 2 _____ | _____ | 2 _____ |
| 3 _____ | _____ | |
| 4 _____ | _____ | DATE REPAIRS COMPLETED: _____ |



PREPARED FOR COUNTY COUNSEL IN DEFENSE OF THE COUNTY, SPECIAL DISTRICTS, AND EMPLOYEES.
COUNTY OF LOS ANGELES DEPT. of PUBLIC WORKS REPORT of VEHICLE COLLISION or INCIDENT
 FATALITIES OR SERIOUS INJURIES MUST BE REPORTED IMMEDIATELY BY TELEPHONE TO EMPLOYEE HEALTH & SAFETY (EHS) (626) 458-2151
Employee: Complete form within 24 hours of vehicle collision and submit to your supervisor. If more space is needed to completely answer any category on this form, attach an additional sheet.
Division: Submit form (**typewritten**) to Employee Health and Safety Section within 72 hours.

| | |
|--|--|
| VEHICLE DRIVEN BY EMPLOYEE (Check one) | |
| First Name _____ | <input type="checkbox"/> County Vehicle (Includes veh. leased or rented by Co.) <input type="checkbox"/> Personal Vehicle |
| Last Name _____ | Driver's Lic. No. _____ Permittee <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Work Location _____ | Equip. No. _____ Policy No. _____ |
| Work Phone No. _____ | Vehicle License No. _____ Insurance Co. _____ |
| Division _____ | Emp No. _____ Job Title _____ |
| Vehicle: Year _____ Make _____ Model or Type _____ | |
| Parts Damaged: _____ | |
| Incident Date: _____ City: _____ On: _____ | |
| At: _____ (Intersection or Address) Or Area: _____ | |
| Hour: _____ AM _____ PM _____ | |
| PASSENGER | PASSENGER: County Employee? <input type="checkbox"/> Yes <input type="checkbox"/> No Name _____ Home Address _____ Phone Work: _____ (Street) _____ (City) Home: _____ |
| INJURED / WITNESS | Check One: <input type="checkbox"/> Injured <input type="checkbox"/> Witness <input type="checkbox"/> Fatality Name _____ Phone _____ Nature of Injury _____ Address _____ Taken to _____ |
| OTHER VEHICLE (2) | Driver: _____ (Name) _____ (Address) _____ (City) _____ (State) _____ (Zip) _____ (Phone) Driver License No. _____ State _____ Insurance Co. _____ Policy No. _____ Employer _____ (Name of Person or Co.) _____ (Address) _____ (City) _____ (State) _____ (Zip) _____ (Phone) Vehicle _____ (Year) _____ (Make) _____ (Model or Type) Veh. Lic. No. _____ (Year) _____ (Number) _____ (State) Parts Damaged _____ Registered Owner _____ (Name) _____ (Address) _____ (City) _____ (State) _____ (Zip) _____ (Phone) Home Address _____ (Street) _____ (City) _____ (State) _____ (Zip) Passenger Name _____ Phone: Work _____ Home _____ Home Address _____ (Street) _____ (City) _____ (State) _____ (Zip) |
| OTHER VEHICLE (3) | Driver: _____ (Name) _____ (Address) _____ (City) _____ (State) _____ (Zip) _____ (Phone) Driver License No. _____ State _____ Insurance Co. _____ Policy No. _____ Employer _____ (Name of Person or Co.) _____ (Address) _____ (City) _____ (State) _____ (Zip) _____ (Phone) Vehicle _____ (Year) _____ (Make) _____ (Model or Type) Veh. Lic. No. _____ (Year) _____ (Number) _____ (State) Parts Damaged _____ Registered Owner _____ (Name) _____ (Address) _____ (City) _____ (State) _____ (Zip) _____ (Phone) Home Address _____ (Street) _____ (City) _____ (State) _____ (Zip) Passenger Name _____ Phone: Work _____ Home _____ Home Address _____ (Street) _____ (City) _____ (State) _____ (Zip) |

Police Report Yes No

Photographs Attached Yes No

Police Agency Reporting _____ Station _____

DRAW A DIAGRAM AND SHOW HOW INCIDENT OCCURRED

Show your vehicle as  the other vehicles as ,  etc.

 INDICATE NORTH



SHOW the location and position of Vehicle(s) at point of impact. SHOW the name of the street(s) and location of stop signs, signals, number of lanes, and any important information.

EXPLAIN CLEARLY HOW INCIDENT OCCURRED; ADDITIONAL SHEETS ATTACHED Yes No

Was your Vehicle legally parked? Yes No. If No, complete items (1)-(10) at the bottom of this page.

SUPERVISOR'S REPORT OF INCIDENT; ADDITIONAL SHEETS ATTACHED Yes No

ITEMS

| | | | | | |
|---|--|---|---|--|------------------------|
| <p>(1) MOVEMENT</p> <p> </p> <p>_____ Straight Ahead</p> <p>_____ Lane Change</p> <p>_____ Making Right Turn</p> <p>_____ Making Left Turn</p> <p>_____ Standing</p> <p>_____ Parked</p> <p>_____ Backing</p> <p>_____ Rolling Back</p> <p>_____ Moving Unattended</p> <p>(2) TRAFFIC CONTROLS</p> <p>_____ None Present</p> <p>_____ Green Signal</p> <p>_____ Yellow Signal</p> <p>_____ Red Signal</p> <p>_____ Flashing Signal</p> <p>_____ Stop Sign</p> <p>_____ Warning Sign</p> <p>_____ Construction Sign</p> <p>_____ Other</p> | <p>(3) AMOUNT OF TRAFFIC</p> <p>_____ No Other</p> <p>_____ Light</p> <p>_____ Medium</p> <p>_____ Heavy-Flowing</p> <p>_____ Congested</p> | <p>(5) ROAD SURFACE</p> <p>_____ Concrete</p> <p>_____ Asphalt</p> <p>_____ Oiled/Gravel</p> <p>_____ Unpaved</p> <p>_____ Other</p> | <p>(7) WEATHER</p> <p>_____ Clear</p> <p>_____ Rain</p> <p>_____ Fog</p> <p>_____ Dusty</p> <p>_____ Snow</p> <p>_____ Heavy Smog</p> <p>_____ Other</p> | <p>(9) EVASIVE ACTION by Co. Driver</p> <p>_____ Locked Brakes</p> <p>_____ Hard Brakes</p> <p>_____ Slowed/Stopped</p> <p>_____ Steered Away</p> <p>_____ Accelerated</p> <p>_____ None</p> <p>_____ Other</p> | |
| | <p>(4) TERRAIN</p> <p>_____ Level</p> <p>_____ Upgrade</p> <p>_____ Downgrade</p> <p>_____ Hill Crest</p> <p>_____ Dip</p> | <p>(6) VISIBILITY</p> <p>_____ Good</p> <p>_____ Fair</p> <p>_____ Poor</p> <p>_____ Very Poor</p> | <p>(8) ROAD CONDITION</p> <p>_____ Dry</p> <p>_____ Wet</p> <p>_____ Muddy</p> <p>_____ Snowy or Icy</p> | <p>(10) SAFETY BELTS</p> <p>_____ Installed, Not Worn</p> <p>_____ Installed and Worn</p> <p>_____ Not Installed</p> <p>_____ Vehicle Unoccupied</p> | |
| | Total Yrs. Driv. For Co. _____ | | Total Yrs. Driv. this type Veh. _____ | | Total Yrs. Driv. _____ |
| | EMPLOYEE NAME (PRINT) | | SIGNATURE | | DATE |
| | SUPERVISOR NAME (PRINT) | | SIGNATURE | | DATE |
| DIVISION HEAD OR AUTH. REPRESENTATIVE NAME (PRINT) | | SIGNATURE | | DATE | |

PREVENTIVE MAINTENANCE

INTRODUCTION

The Contractor, at its sole cost and expense, shall provide all fuel, lubricants, repairs, cleaning, parts, supplies, labor, maintenance, major components, and component rebuilding and replacement, along with the necessary service facilities to provide the maintenance required for the operation of all equipment and Service Vehicles pursuant to this Contract.

Routine preventive maintenance and servicing is required on all Service Vehicles for this Service as recommended by their Original Equipment Manufacturer(s) (OEM). The Service provisions below represent the County's recommended preventive maintenance schedule. If OEM's preventive maintenance schedule is more stringent than the County's, the Contractor shall follow the OEM's recommendations. If County's recommended preventive maintenance schedule is more stringent than the OEM's, the Contractor shall verify with the County as to which recommended preventive maintenance frequency is acceptable prior to deviating from the County's recommendations. Adherence to a preventive maintenance schedule shall not be regarded as cause for deferred repairs. Non-safety repairs may be scheduled and must be made within one week of being identified.

SECTION 1. SERVICE PROVISIONS

The Preventive Maintenance Inspection (PMI) services to be provided by the Contractor shall consist of levels hereinafter referred to as "DVIR," "I," "J/A," "B," and "C" PMI Services. These inspections shall be conducted at vehicle mileage or time intervals as described herein.

A. PMI Service Sequencing

1. Daily Vehicle Inspection Report (DVIR) is a legally required document prepared each day by the Service Vehicle operator regarding the Service Vehicle operated. Copies are to be retained by the Contractor. Any and all repairs identified shall be documented.
2. "I" inspections occur a minimum of once per week. More frequent "I" service may be required by the Contract Manager depending upon demonstrated Service Vehicle condition and/or reliability. This inspection shall be documented and shall indicate all problems found, maintenance/repair required, and maintenance or repairs performed.
3. "J/A" inspection occurs every 30 days regardless of mileage. The "J/A" service occurs as part of every "B," and "C" Service inspection.

EXHIBIT M.1

4. "B" service occurs every 24,000 vehicle miles or eight months, whichever occurs first. "B" service occurs as part of every "C" Service inspection.
5. "C" service occurs every 48,000 vehicle miles or every 16 months, whichever occurs first.
6. PMI service sequencing (repeats each 48,000 miles).

| <u>PMI Service</u> | <u>SERVICE Miles</u> | <u>Or Maximum Days</u> | <u>Joint PMI Services</u> |
|--|----------------------|------------------------|---------------------------|
| DVIR | N/A | Daily | |
| I | N/A | Weekly | |
| J/A | 3,000 | 30 Days maximum | |
| B | 24,000 | 240 Days maximum | I and J/A |
| C | 48,000 | 480 Days maximum | I, J/A and B |
| DVIR – Daily Pre-Trip Inspection by operator | | | |

B. Inspections/PMI Services

1. Daily Pre-Trip and Post-Trip Vehicle Inspection Report (DVIR)

Contractor shall ensure that their Service Vehicle operators perform the DVIR in accordance with 13 CCR Section 1215(a) and California Vehicle Code Section 34500.

Contractor's Service Vehicle operators shall conduct the mandatory "Pre-Trip" and "Post Trip" inspections of their assigned Service Vehicle prior to, and immediately after, operating the Service Vehicle on a given day. These inspections must be performed each day the vehicle is used. The DVIR report must be signed by the assigned Service Vehicle operator of the Service Vehicle. The DVIR report is required as a matter of record, whether or not any defects are found. When defects are identified and listed, the DVIR must be routed to the Contractor's Repair Facility. The Contractor must maintain and retain these inspection/service records as required by law.

These Pre-Trip and Post Trip inspections are both a maintenance inspection and an operational inspection of the Service Vehicle by the operator. Further details of the DVIR inspection are set forth in Exhibit A, Scope of Work; Section G, Vehicle and Equipment Maintenance; Subsection 4, Daily Pre-Trip and Post-Trip Vehicle Inspection and Servicing; Section O, Service Records and Reports; Subsection 2.c, Daily Pre-Trip Service Vehicle Inspection Reports.

2. The Contractor shall perform the PMI service level "I" in accordance with 13 CCR Section 1234(f) and California Vehicle Code Section 34500. The inspection must be a matter of record. The "I" inspection is to be performed

EXHIBIT M.1

at least every seven calendar days utilizing qualified and Automotive Service Excellence (ASE) certified maintenance personnel. PMI service Level "I" shall include, but is not be limited to, the following:

- Inspect engine accessory drive.
- Inspect, measure and record drive belts condition and belt tension.
- Inspect the engine and accessories for leaks.
- Check and top up engine oil level.
- Check and top up engine coolant level.
- Check and top up transmission fluid level.
- Check and top up power steering and master brake cylinder (if equipped with hydraulic brakes).
- Check all directional signals and flashers.
- Check headlights, marker, stop, turn, tail lamps, and reflectors.
- Replace lights, lens, and/or reflectors as necessary.
- Check and replace interior lights and lens as necessary.
- Check brake operation.
- Check parking brake operation and condition.
- Check the functioning of instrument cluster gauges and warning lights.
- Check tire pressure and adjust to specification.
- Check tire tread, remove debris, and check for damage and uneven wear.
- Check tires for sidewall damage.
- Inspect wheels and fasteners.
- Check for wheel bearing oil or grease leaks.
- Check horn operation.
- Check "backup" alarm and safety device operation.
- Check condition and mounting of fire extinguisher, first aid kit, bodily fluids kit(s) and wheel chair tie downs and record.
- Check operation of all doors.
- Check wheelchair lift operation.
- Check wheelchair lift interlock operation.
- Check operation of all emergency escape windows and alarms.
- Check windshield wiper and windshield washer operation.
- Check and record AC system operation effectiveness.
- Check under vehicle for any fluid leaks.
- Check cleanliness of the vehicle's exterior and note any body and/or decal damage.
- Check cleanliness and condition of vehicle interior.

Plus, other additional items deemed appropriate.

3. The Contractor shall perform the PMI service level "J/A" in accordance with 13 CCR Section 1232(b). The inspection must be a matter of record.

The "J/A" inspections are to be performed simultaneously at least every 30 calendar days. These services shall include, but are not limited to, the following items:

- Change engine oil.
- Replace engine oil filter(s).
- Check, adjust, and record engine idle speed.
- Check engine throttle linkage operation.
- Check transmission fluid level.
- Pressure test radiator and radiator cap.
- Check and record coolant percentage, protection, and condition.
- Clean radiator of bugs and debris.
- Check or inspect all hoses and lines for condition.
- Inspect accessory and drive belts for condition.
- Measure belt tensions and record.
- Inspect and lubricate chassis, front and rear suspension components.
- Inspect shock absorbers for damage or leaks.
- Inspect suspension.
- Lubricate front axle spindles.
- Check and tighten spring axle bolts as necessary.
- Check exhaust system for damage and/or leaks, and correct deficiencies.
- Inspect steering box and steering box mounting.
- Inspect and lubricate steering u-joints.
- Check steering linkage for wear or damage.
- Lube steering linkage.
- Road test for steering and suspension condition.
- Inspect brakes for operation.
- Check brake fluid level or test air brake system.
- Check disc brakes for wear and record percentage of remaining pad and/or lining.
- Adjust brakes as necessary.
- Inspect brake system for leaks, check air or brake fluid levels.
- Check and service slack adjusters (if equipped with air brakes).
- Check and adjust parking brake, as needed.
- If equipped with air brakes, check, clean or replace air compressor filter.
- Inspect and lubricate driveline and u-joints.
- Check differential oil level.
- Inspect vehicle safety devices and/or equipment.
- Inspect vehicle wiper/washer operation and fluid level.
- Check battery mounting and hold down(s).
- Check battery terminals and clean or replace as necessary.

- Load test battery(s) and record reading.
- Check and record battery(s) specific gravity.
- Clean battery surface and terminal connections.
- Check battery water level.
- Check accessory drive belt tension, measure, record and adjust as necessary.
- Inspect accessory drive belts for wear and tension; record result and adjust as necessary.
- Inspect tires and rims, for damage, wear, cracks, missing lug nuts, broken studs, etc.
- Inspect tires, for damage, wear, and/or debris; if irregular wear present, perform alignment.
- Measure and record tire tread depth (including spare tire).
- Check and record tire pressures (including spare tire).
- Torque and record tire bolt mounting.
- Inspect exterior lamps for operation.
- Inspect exterior mirrors and check operation.
- Inspect interior lamps for operation.
- Inspect dash panel and check operation of all switches, gauges and lamps.
- Inspect upper (overhead) panel for operation of all switches gauges and lamps.
- Inspect all doors for adjustment and smoothness of operation.
- Inspect and lubricate door hinges, pins and/or bushings.
- Inspect wheelchair lift for operation and adjustment, including interlock device.
- Cycle wheelchair lift in manual (emergency) and check hydraulic fluid level mode.
- Clean and lubricate wheelchair lift.
- Inspect window glazing and windows for operation and/or cracks.
- Operate emergency escape windows and test alarm.
- Inspect seats for damage, soiling.
- Inspect floor covering and step treads for damage.
- Test and record HVAC - Measure and record A/C output temperature front and rear.
- Clean immediate area surrounding rear heater unit.
- Inspect fire extinguisher.
- Inspect other vehicle safety devices/equipment.
- Inspect wiper, washer operation, fluid level.

Plus, other additional items deemed appropriate.

Note: "A/J" inspection/service repeats with each "B" and "C" service inspection.

4. "B" inspection/service (24,000 miles/8 months) includes, but is not limited to, the following items:
- "A/J" inspection.
 - Engine fuel filter, replace (primary).
 - Engine fuel filter, replace filter element (secondary).
 - Replace engine air filter.
 - Replace spark plugs (nondiesel powered engines).
 - Replace transmission filter and fluid.
 - Replace power steering fluid and filter.
 - Balance and rotate tires.
 - Perform a full "four wheel" alignment.
 - Replace brake fluid (hydraulic).
 - Replace air dryer filter (air brakes).
 - Repack front wheel bearings.
 - Check all fuel lines for leaks.
 - Check fuel line attachment points to chassis.
 - Inspect tank and lines for damage, fractures, and/or rust.
 - Check fuel tank valves and fittings for leaks and operation.
 - Check spark plugs for excessive gap, heavy deposits on electrodes and/or electrode damage.

Plus, other additional items deemed appropriate.

5. "C" inspection/service (48,000 miles/16 months) includes, but is not limited to, the following items:
- "A/J" inspection.
 - "B" inspection.
 - Inspect differential, change oil.
 - Replace in-tank propane fuel pump filter.
 - Replace in-line fuel filter.
 - Inspect and replace spark plugs.
 - Inspect spark plug wires.

Plus, other additional items deemed appropriate.

6. Every Third "C" Inspection or service (144,000 miles/48 months) includes, but is not limited to, the following items:
- Every third "C" inspection, replace spark plug wires with OEM spark plug wires.
 - Replace engine coolant.
 - Flush engine block.

- Replace engine coolant thermostat.
- Replace coolant hoses, clamps.
- Replace accessory and drive belts.
- Change differential oil.

Plus, other additional items deemed appropriate.

C. Services Not Included

The following services shall be performed as required and may or may not be part of the Contractor's regularly scheduled maintenance.

- Tire replacement.
- Tire repairs.
- Non-PMI, scheduled or unscheduled repairs.
- Mechanical failure(s) and/or "Road Calls."
- Damage to mechanical components due to abuse, vandalism or accident.
- Damage to body/cosmetic appearance.
- Service Vehicle washing and cleaning (exterior and interior).
- Recharging the fire extinguisher and/or fire suppression items or systems.
- Labor and/or materials required to transport Service Vehicles for the purpose of service or repairs.
- All manufacturer's recalls and/or repairs covered under warranty.

D. Parts Not Included In PMI Service (Contractor Supplied)

The following parts shall be maintained and replaced as needed on a day-to-day basis by the Contractor's sole expense.

- Head lamps
- Clearance lamps
- Turn signal lamps
- Reflectors
- Interior lamps

- Dashboard and all indicator lamps
- Windshield wiper blades
- Mirrors
- Other consumables, except as covered by warranty
- Fire extinguisher
- First Aid Kits
- Seatbelts, latches, Q-Straints, Torso Pads, etc.
- Methane Detection Systems
- Vehicle Fire Suppression Systems (Alternatively-Fueled Vehicles)
- Wheelchair tie-down belt replacements

- Tires
- Cleaning materials

E. Parts Included

The following parts shall be provided under either PMI Service or regular maintenance services performed by the Contractor:

| | |
|----------------|--|
| Engine: | Engine oil filter(s) Air filter element Fuel filter element(s) Replacement oil Replacement coolant and filter(s) |
| Miscellaneous: | Power steering fluid and filter(s) Brake fluid |
| Transmission: | Transmission oil filter(s) Replacement oil |
| Differential: | Replacement oil |
| Wheel Bearing: | Grease seals and/or hubcaps Grease or oil |
| | Antifreeze Lubrication grease Silicone Battery(s) Battery water (distilled) Battery terminal spray/protectant Windshield wipers and washer fluid |

Miscellaneous hoses/flex lines and washer that have a replacement requirement as part of the PMI Service schedule.

Miscellaneous seals and gaskets that have a replacement requirement as part of the PMI Service schedule.

Miscellaneous engine accessory drive belts as part of PMI services schedule.

The following parts shall be provided by Contractor only as part of a PMI service:

A/C Compressor lube oil and Freon #R-134a refrigerant

SECTION 2. OIL ANALYSIS

A sample will be taken by the Contractor utilizing personnel and sample-taking processes that have been approved by the Contract Manager. Within one business day of taking the sample, the sample must be delivered to a Contract Manager-approved analysis facility for processing according to the following schedule:

Engine Oil: Sample requirement is one week or 500 miles prior to each "J/A" service/inspection (each oil change).

Transmission Oil: Sample requirement is one week or 500 miles prior to each "B" inspection/service, not to exceed 24,000 miles between samplings.

The Contractor shall inform the Contract Manager, at least seven calendar days in advance of the Engine Oil and Transmission Oil sampling dates. At Contract Manager's option, County personnel may be on-site to observe the Contractor's sampling procedures.

The Contractor shall provide or shall cause to have provided to the Contract Manager a copy of each analysis generated within one business day after results of said analysis are known or returned to Contractor by the oil analysis vendor.

SECTION 3. RECORDS

Individual PMI Service records shall be maintained and retained by Contractor. The records shall be maintained in a manner consistent with CHP terminal inspection requirements. Records shall be maintained for all "DVIR," "I," "J/A", "B," and "C" inspections and/or services plus any maintenance/repair conducted.

The contractor may be required to provide a copy of each PMI inspection/service activity to the County at the following address:

County of Los Angeles
 Department of Public Works
 Programs Development Division
 Attention Transit Manager
 P.O. Box 1460
 Alhambra, CA 91802-1460

SECTION 4. TRANSFER OF COUNTY VEHICLES

The following applies if there is a change of Contractor and if there are County Service vehicles:

- The maintenance and repair records of each County Vehicle are County property. A legible copy of all maintenance and/or repair records shall be provided by the Contractor to the County when the vehicle(s) is/are released to the new Contractor who will be providing the Service.

EXHIBIT M.1

- The tires on each vehicle shall average a minimum tread depth of 8/32 of an inch of tread. No one tire shall have less than 5/32 of an inch of tread at any point. The tread depth of each tire will be measured at three points and averaged.
- Tires with less than 5/32 of tread depth will be replaced and the County shall deduct the cost from the Contractor's final invoice(s).
- The brakes shall have a minimum of 30 percent of their lining shoes or pads at each wheel position. The brake material grade shall be as specified by OEM. Brake drums and/or rotors shall not be excessively worn, grooved or discolored from excessive heat. Drums and rotors shall be within their manufacturer's acceptable use guidelines.
- If any brake shoes, brake pads, drums, and/or rotors do not meet the minimum standards listed above, the items will be replaced and the cost to repair or replace any of these components will be deducted from the Contractor's final invoice(s).

EXHIBIT N.1

INTENTIONALLY OMITTED

CONTROLLED SUBSTANCE AND ALCOHOL TESTING PROGRAM

1. Substance Abuse Testing

It shall be the duty of Contractor to take all steps feasible to ensure that those employed personnel, independent contractors' or subcontractors' employees servicing or operating Service vehicles pursuant to this Scope of Work do not perform those functions under the influence of alcohol, controlled substances, or medication which impairs their judgment or physical ability.

In meeting this duty, Contractor shall, at a minimum, do the following:

A. Promulgate and Distribute to All Personnel a Written Policy Statement Prohibiting Servicing and/or Operating Service Vehicles While Under the Influence of Alcohol, Controlled Substances, or Any Medication Which Impairs Judgment or Physical Ability

The written policy statement shall indicate Contractor's intention to: (1) initiate substance abuse testing as described herein below; (2) immediately suspend any personnel testing "positive" for substance abuse from servicing or operating Service vehicles pending review pursuant to the procedure described herein below; and (3) absent overruling on review to permanently prohibit such person from servicing or operating Service vehicles.

B. Institute a Comprehensive Program for Substance Abuse Testing for All Personnel Entailing Urinalysis and/or Blood Tests

1) Pre-employment testing of job applicants, independent contractors' and subcontractors' employees all as part of the pre-employment physical examination

Urine and/or blood samples will be taken as part of the pre-employment physical examination process and will be subjected to recognized testing procedures employed by duly licensed clinical laboratory technicians to determine the presence of alcohol and/or any controlled substance as that term is used in the Health and Safety Code, Section 11054, including, but not limited to, marijuana and its derivatives, opium and its derivatives, methaqualone, methamphetamine, lysergic acid diethylamide, psilocybin, or mescaline. Evidence of controlled substance presence in urine or blood of any job applicant shall require denial of the job application. Evidence of a blood alcohol level at the time of testing of greater than **0.04** percent shall likewise require denial of the job application.

If Contractor at any time during the period of this Contract uses or contemplates usage of independent contractors' or subcontractors' employees to service or operate the Service vehicles, the individuals who would perform such functions under such contractual arrangement shall be tested in the fashion described hereinabove and shall be prohibited from performing said functions upon testing "positive" for controlled substance use or blood alcohol concentration in excess of **0.04** percent.

2) Mandatory drug and alcohol testing within two (2) hours of a traffic accident or incident giving rise to a suspicion of substance abuse

Contractor shall make the necessary arrangements for and require substance abuse testing of all personnel, independent contractors' or

EXHIBIT O.1

subcontractors' employees involved in a traffic accident while operating a Service vehicle within as short a time as possible following the accident and in no event to exceed three (3) hours thereafter.

Contractor shall make the necessary arrangements for and require substance abuse testing of all personnel, independent contractors' or subcontractors' employees servicing or operating a Service vehicle as to whom a report has been received from the public or from coworkers or supervisors as to involvement in a physical altercation, being verbally abusive or otherwise acting in a bizarre manner. Contractor shall make arrangements to provide for continued public transportation service prior to ordering the subject individual to report for drug testing, but shall make every effort to have the testing occur within three (3) hours of the reported incident.

In addition to the testing required under Subsection 1.B.1 hereinabove, the testing required pursuant to this subsection shall include testing for the presence of prescription drugs and other over-the-counter medications which are known, on occasion, to cause drowsiness, impairment of judgment, and/or impairment of physical coordination and activity. This classification of substance is intended to include among other things: antihistamines, tranquilizers, pain killers, mood elevators, and psychotropics.

All persons testing "positive" for controlled substance abuse or showing blood-alcohol concentration in excess of **0.04** percent shall be immediately suspended from servicing or operating Service vehicles pending review pursuant to the review procedure set forth herein below. In the absence of an overruling of the suspension pursuant to the review procedure, Contractor shall permanently prohibit these individuals from servicing or operating Service vehicles pursuant to this Contract.

All persons whose tests indicate a blood-alcohol concentration greater than 0.00 percent but less than **0.04** percent or show the presence of a medication known on occasion to cause drowsiness, impairment of judgment, and/or impairment of coordination, and other physical abilities shall be immediately suspended from servicing or operating a Service vehicle for a period of twenty-four (24) hours. These individuals shall be given oral explanation and warning confirmed in writing and noted in the personnel file with respect to the potential safety hazard posed by the involved substance.

3) Non-discretionary, Random Substance Abuse Testing

Contractor shall identify all personnel, independent contractors', or subcontractors' employees scheduled to service or operate Service vehicles pursuant to this Scope of Work and place their names in a data pool susceptible to truly random accessibility either physically as by placement of cards in a tumbler or by programming of an information retrieval system.

Names of individuals shall be chosen for random testing on a schedule designed to test twenty-five percent (25%) of the relevant personnel and affected other personnel quarterly which schedule shall be set forth in a public statement distributed quarterly to all personnel and affected other persons. In no event shall the employee have

more than six (6) hours notice prior to his or her appointment for the test.

The testing shall take place on company time at a location that does not require the person tested to expend more personal time in traveling to or from the testing site than would otherwise be expended in traveling to or from a work location.

The testing shall be as to controlled substance abuse and/or blood-alcohol concentration as set forth in Subsection B.1. Upon evidence of a blood-alcohol level in excess of **0.04** percent or of the presence of any controlled substance in any tested individual, Contractor shall immediately suspend that individual from servicing or operating a Service vehicle pursuant to this Scope of Work.

If the finding of substance abuse is not overruled upon review, Contractor shall permanently prohibit any such individual from servicing or operating Service vehicles pursuant to this Scope of Work.

4) Double Testing

All urine and/or blood samples taken for the testing described hereinabove which test positive shall be processed twice for each subject substance. In those cases where it is necessary to perform a second test on a urine sample, the second test shall use a different methodology to assure the validity of the results.

No disciplinary action set forth herein shall be taken unless the urine or blood tests "positive" for the subject substance in each test.

5) Notification of Suspension and Intent to Prohibit Servicing or Operating Vehicles or Performance of Function with Potential Impact upon Public Safety

Contractor shall, upon receipt of substance abuse test results warranting action herein under, notify the subject individual of his immediate suspension and of Contractor's intention to prohibit performance of specified duties. Contractor is not required hereby to terminate employment of the individual altogether.

C. Institute A Review Procedure

The Contractor shall provide use of a meeting room and, as to the employee Board member, paid time for the convening of a drug-testing Review Board on an as-needed basis.

An individual must request a review in writing and must deliver that request to any superior within two (2) business days of receipt of the notice of suspension or forfeit his right of review. The superior shall deliver the request to any Board member.

The Board shall consist of a member appointed by Contractor, an employee representative (who shall be an employee of Contractor), and a third party chosen by the other two (2).

EXHIBIT O.1

The Board shall decide upon the consequences of the substance testing set forth in Subsection B above within one (1) week of receipt of the request for review.

The Board shall hold short hearings at which the individual tested shall have the opportunity to dispute the fact of substance abuse and present evidence of extenuating circumstances.

The rules of evidence need not be applied. The fact of substance abuse will be presumed from the results of the substance test. Anticipated as the factual basis for rebutting that presumption would be a contrary test result obtained by the individual voluntarily in a relevant time frame from a competent disinterested laboratory.

The Board may make ex parte inquiries to County Health officials with respect to any review proceeding.

The Board has absolute discretion to question of extenuating circumstances.

The Board shall vote on whether to sustain or overrule the prohibition intended to be imposed within one (1) week of the hearing. A two-thirds vote is required to overrule Contractor's intended work prohibition.

The decision shall be written but need not be a formal document.

2. Confidentiality

The substance test results and any material presented to the Review Board shall be maintained in a confidential file by Contractor. The confidentiality shall be of a limited nature. The files will not be available for public inspection and the information therein shall not be otherwise published. The County shall have access thereto however. Statistics generated there from without specific reference to individuals may be published or made available for public inspection; and Contractor will not refuse to honor a criminal or civil subpoena relative thereto.

3. Liability

The County shall indemnify, defend, and hold harmless Contractor, its officers, agents, and employees, from and against any and all liability, expense, including defense costs and legal fees, and claims for damages arising from the institution of legal proceedings challenging the right of Contractor to subject its employees to mandatory random drug and alcohol abuse testing, or to require its subcontractors to do the same.

**CONTROLLED SUBSTANCE AND ALCOHOL TESTING PROGRAM
QUARTERLY REPORT**

Contractor: _____ **Reporting Period:** _____

Agreement/Contract No. _____ **Service:** _____

A requirement of the subject Agreement or Scope of Work is the mandatory quarterly drug testing program. Please complete and submit one of these forms no later than 15 days after the end of each quarter.

FAX to: (626) 979-5359
 or
MAIL to: Los Angeles County Department of Public Works
 Attention Transit Operations Section
 P.O. Box 1460
 Alhambra, CA 91802-1460

| I. <u>RANDOM TESTING</u> | <u>DRIVERS</u> | <u>MECH.</u> | <u>OTHER</u> | <u>TOTAL</u> |
|--|-----------------------|---------------------|---------------------|---------------------|
| a. Number of drivers and mechanics assigned to service this quarter. | _____ | _____ | _____ | _____* |
| b. Number of random test (25% minimum) | _____ | _____ | _____ | _____* |
| c. Number of positive tests results | _____ | _____ | _____ | _____* |
| d. Number of positive second tests | _____ | _____ | _____ | _____* |
| e. Action taken due to second positive tests | _____ | | | |
| II. <u>PRE-EMPLOYMENT TESTING</u> | | | | |
| a. Number of potential employees tested | _____ | _____ | _____ | _____* |
| b. Number of positive tests results | _____ | _____ | _____ | _____* |
| c. Action taken on positive tests | _____ | | | |
| III. <u>INCIDENT-RELATED TESTING</u> | | | | |
| a. Number of employees tested | _____ | _____ | _____ | _____* |
| b. Number of positive tests results | _____ | _____ | _____ | _____* |
| c. Number of positive second tests | _____ | _____ | _____ | _____* |
| d. Action taken due to second positive tests | _____ | | | |

Prepared By _____

Date _____

TRANSIT SECURITY PLAN

(INTENTIONALLY LEFT BLANK)
(TO BE PROVIDED BY THE CONTRACTOR)

EXHIBIT Q.1

INTENTIONALLY OMITTED

EXHIBIT R.1

INTENTIONALLY OMITTED

EXHIBIT S.1

Exhibit S: Bid Submission Instructions

See RFSQ for Fixed Route and Dial-A-Ride Transit Services (2016-SQPA001) and Addenda 1-3 for the above exhibit that is incorporated here by reference.

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| | | |
|--------|---|--|
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| LW-6 | Assessment of Labor Law/Payroll Violations | |
| LW-7 | Proposer's Employee Benefits | |
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| LW-9 | Wage & Hour Record Keeping for Living Wage Contracts | |

FINANCIAL STATEMENTS CAN BE FOUND ON AN ENVELOPE MARKED "CONFIDENTIAL" ENCLOSED WITH THE BINDER MARKED "ORIGINAL"



June 15, 2016

Eric Fong
Los Angeles County Department of Public Works
Administrative Services Division – 9th Floor
900 South Fremont Avenue
Alhambra, CA 91803-1331

***Re: Request for Statement of Qualifications for Fixed Route and DAR Transit Services
(2016-SQPA001)***

Dear Mr. Fong:

Thank you for the opportunity to participate in the pre-qualification process for Fixed Route and DAR Transit Services. We are always proud to say that Empire is Southern California's most experienced minority and locally owned transportation company. We have successfully provided shuttle services for over forty-eight years in Southern California, including services for the Los Angeles County Department of Public Works. During the past five years, we have established a rewarding professional relationship with the Los Angeles County Department of Public Works by providing the best service with emphasis in customer service, high maintenance standards, and safety.

In addition to meeting all the minimum requirements as set forth in the RFSQ, we strongly believe that we have proven to be the partner that we promised in our proposals.

Another factor that makes Empire different is our management structure. Both owners, Miguel Oliver and I, are very involved in day-to-day operations, allowing for swift decision making without waiting for the ownership being brought up to speed. We feel that we are the best operator to continue to be a qualified vendor for DPW based on our proven experience, currently established operational infrastructure, facility, and management structure.

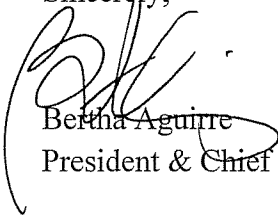
As Co-owner, President, and Chief Operating Officer, I am authorized to submit this proposal and to represent the Company throughout the process. We have made a thorough analysis of Addendum #1,

BRINGING PEOPLE AND PLACES TOGETHER SINCE 1968

8800 Park Street, Bellflower, CA 90706
• 562-529-2676 Ext. 114 • FAX 562-529-2220 •
E-Mail baquirre@emptransportation.com

as well as the included specifications, and have taken no exception to those requirements in our proposal. We look forward to working with DPW staff as the selection process continues.

Sincerely,



Bertha Aguirre
President & Chief Operating Officer

BRINGING PEOPLE AND PLACES TOGETHER SINCE 1968





**State of California
Secretary of State**

S

Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

F786694

FILED

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

AUG-25 2015

This Space for Filing Use Only

1. **CORPORATE NAME**
EMPIRE TRANSPORTATION, INC.

2. **CALIFORNIA CORPORATE NUMBER**
G2742033

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)
3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.
 If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 17.

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

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

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

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

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

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

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

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

14. NAME OF AGENT FOR SERVICE OF PROCESS

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

Type of Business

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION

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

08/25/2015 GEORGE SALMAS AGENT
DATE TYPE/PRINT NAME OF PERSON COMPLETING FORM TITLE SIGNATURE

2742033

ENDORSED - FILED
In the office of the Secretary of State
of the State of California
APR 12 2005

ARTICLES OF INCORPORATION

OF

Empire Transportation, Inc.

I

The name of the corporation is Empire Transportation, Inc.

II

The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

III

The name and address in the State of California of this corporation's initial agent for service of process is:

George Salmas, Esq.
c/o SALMAS LAW GROUP
1880 Century Park East
Suite 420
Los Angeles, CA 90067

IV

This corporation is authorized to issue only one class of shares of stock; and the total number of shares which this corporation is authorized to issue is 100,000.

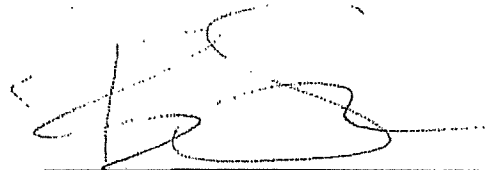
V

The liability of the directors of the corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

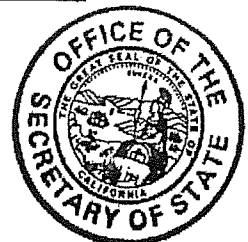
VI

The corporation is authorized to indemnify the directors and officers of the corporation to the fullest extent permissible under California law.

Dated: April 12, 2005



Frances Severe, Incorporator



State of California
Secretary of State
CERTIFICATE OF STATUS

RECEIVED
OCT 07 2013
BY: _____

ENTITY NAME:

EMPIRE TRANSPORTATION, INC.

FILE NUMBER: C2742033
FORMATION DATE: 04/12/2005
TYPE: DOMESTIC CORPORATION
JURISDICTION: CALIFORNIA
STATUS: ACTIVE (GOOD STANDING)

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

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

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



IN WITNESS WHEREOF, I execute this certificate
and affix the Great Seal of the State of
California this day of September 30, 2013.

Debra Bowen

DEBRA BOWEN
Secretary of State

SJA



II. Experience

A. Firm Background

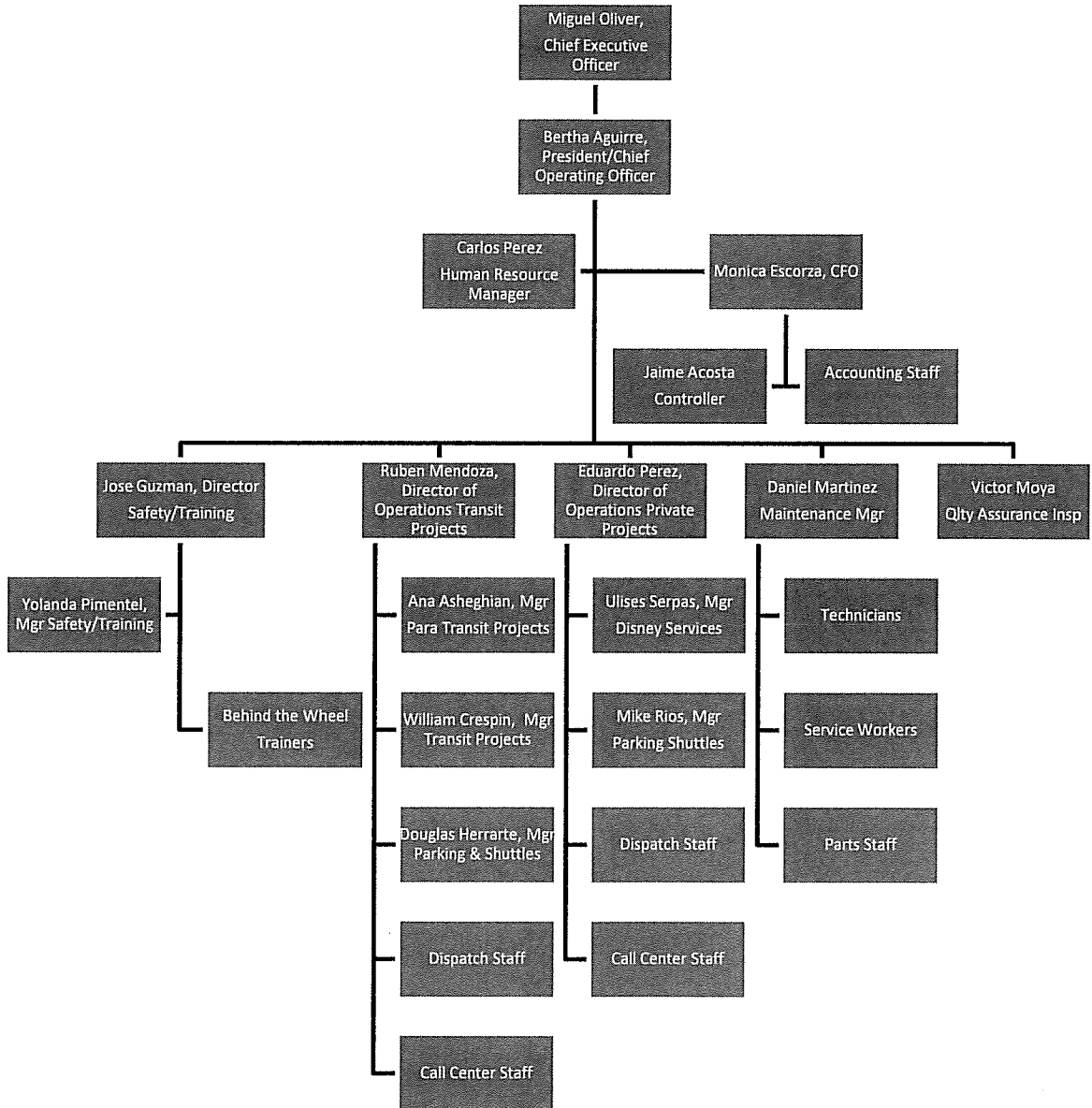
Established in 1968, Empire Transportation is Southern California's premier locally and minority owned passenger transportation company. Empire is a California S Corporation and all of its outstanding shares are owned by Miguel A. Oliver and Bertha Aguirre who serve as Chief Executive Officer and President/Chief Operating Officer respectively. This owner/operator situation brings major benefits to our clients, including:

- ➔ Empire can move rapidly to make any decision or commitment necessary to meet the needs of our clients.
- ➔ Our staff wastes no time with the endless corporate meetings that are endemic to most national companies.
- ➔ Ownership is contagious: the proximity of our shareholders to the management team allows our managers to function as extensions of the company ownership because they know the owners and their values intimately.

Empire is a local company, headquartered in Bellflower, California therefore there are no separate divisions. Rather project staff has and will continue to have direct access to the company principals. And since the company principals are locally based, the principals know the details of this operation in real time. As part of this ownership atmosphere and the pride of ownership, no portion of this or other services are done by subcontractors.

B. Organizational Structure

1. Firm Organization Chart





2. Project Organization Chart

We at Empire are very proud to have highly experienced and energetic managers that excel in both service types, transit and paratransit. These managers are Ana Asheghian and Ruben Mendoza. Mr. Mendoza worked directly on the Los Angeles County Department of Public Works Sunshine project. Mrs. Asheghian is the current project manager assigned to the Los Angeles County Department of Public Works Whittier and East Los Angeles Dial-a-Ride program. Both of them have a proven record of providing efficient and honest service to the Department of Public works. Resumes of key corporate officers and key project managers can be found beginning at page 5 of this section.

- **Ana Arredondo** currently works as the assigned Project Manager for the Whittier and East Los Angeles Dial-A-Ride programs. She successfully supervises the customer service call center, the dispatching department as well as the operators. She developed established a rewarding professional relationship with the DPW's assigned manager to these contract. Adding to her vast transit experience, she also has worked for Empire as the Assistant General Manager for the Riverside Transit operations where she showed her ability to multi-task and maintain a solid operation. Ms. Arredondo is very experienced with the reporting requirements for this project as well as all the operating procedures since she worked on this project for a period of three years. She has attended the MTA NTD reporting seminar. In addition holds the Transit Paratransit Management Certificate from University of the Pacific.
- **Ruben Mendoza** is very familiar with fixed route systems. He managed the Sunshine Shuttle Service for DPW. He is also responsible for the successful service implementations for the City of Lawndale fixed-route service and the City of Bellflower fixed-route and dial-a-ride service. He is also responsible for all of the NTD reporting requirements for these two projects and has attended the MTA NTD reporting seminar. In addition he is a Certified Community Transit Manager. During his employment with Southland Transit, Ruben was the dedicated Project Manager to the Burbank Local Transit.

Working with Ana and Ruben on the implementation of projects are several other Empire managers.

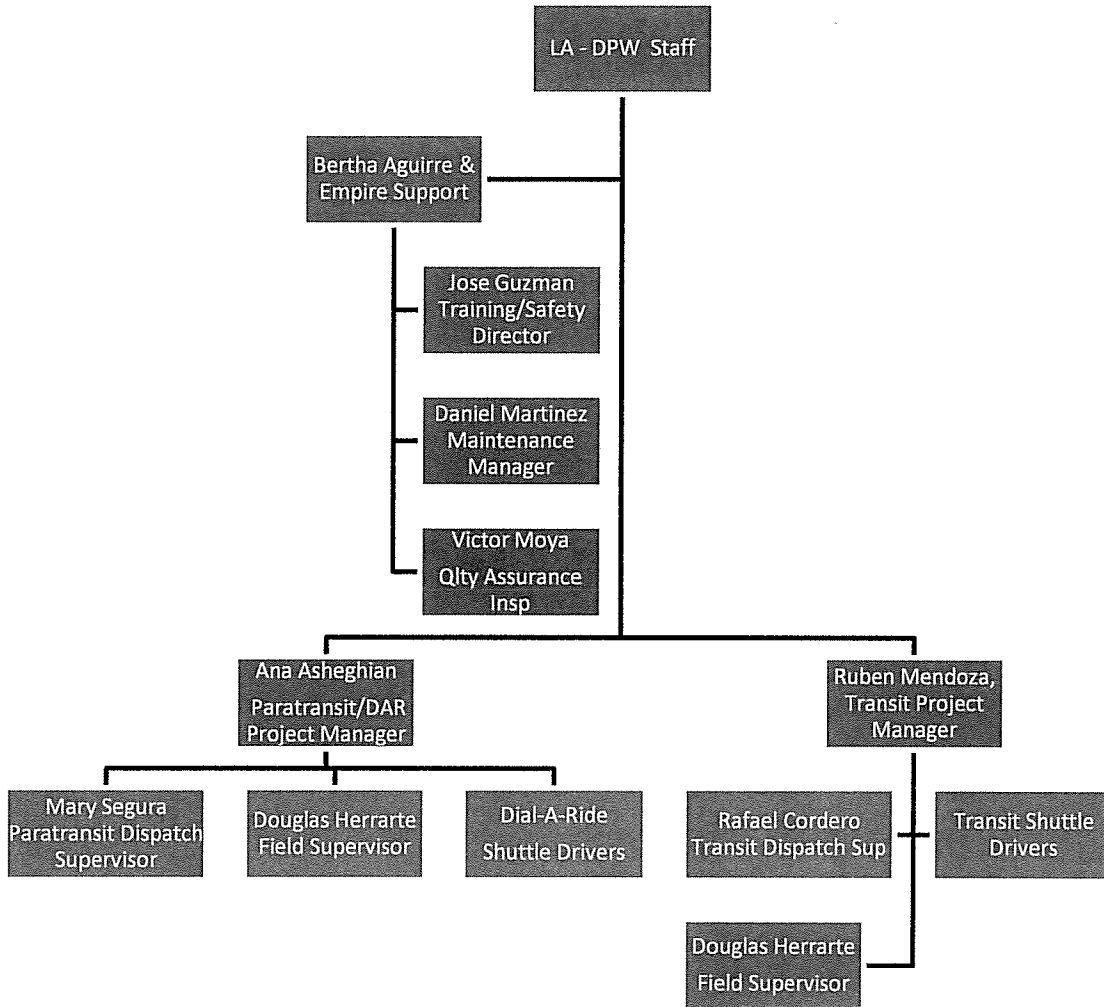
- Support for our paratransit dispatchers will be coordinated by **Mary Segura**, Empire's Paratransit Dispatch Supervisor. Mary is an experienced transit/paratransit professional who learned her trade as a dispatcher and dispatch supervisor for Dial-a-Ride Services in the Los Angeles County area. She currently provides dispatch support for our DPW's Dial-a-Ride programs.
- **Rafael Cordero** will function as the Dispatch Supervisor for Transit Projects. He is an experienced supervisor and has been with Empire for the past 4 years. He



currently provides support to our City of Bellflower fixed-route service as well as other private fixed-route contracts.

- **Douglas Herrarte** will function as field supervisor and primary behind the wheel trainer. Douglas has been with Empire for the past 15 years. He is an experienced Manager who will be responsible for our on-road driver evaluations, on time performance evaluations and for behind the wheel training.
- **Jose Guzman** is Empire's long time Director of Safety and Training. He is a Transportation Safety Institute certified instructor and is also certified to teach all elements of the National Safety Council defensive driving course.
- **Daniel Martinez** is Empire's vehicle maintenance manager and is responsible for our 228 vehicle fleet. The fleet includes 74 vehicles fueled by either compressed natural gas or propane and he is highly adept at the practices and procedures required for successful maintenance of vehicles operating on alternate fuels.

Project Organization Chart



3. Resumes

The resumes for key personnel and corporate managers follow.

Miguel Oliver, Chief Executive Officer

Professional Profile

Senior Executive with proven experience in all aspects of building a highly successful, customer focused, passenger transportation company.

- Management Development
- Quality Assurance
- Facility Acquisition
- Banking/financial relationships
- Active Corporate Citizenship
- Marketing and Customer Retention
- Safety/Risk Management
- Strategic Planning
- Vehicle Selection and Purchasing
- Building effective service partnerships

Professional Accomplishments

Strategy Development/Implementation

- Developed the growth strategy that has tripled the size of the company
- Built accountability systems to maintain control over far flung operations
- Move the company strongly into alternative fuels
- Designed the Kaiser purchasing and inventory systems that are still used to this day
- Opened major new company markets in the higher education sector
- Established the facility infrastructure to support expansion
- Set the example for the entire team in positioning the company as a high quality service partner for clients where quality of service matters

Financial Management

- Established financial reporting systems to assess project by project results
- Established banking relationships that have supported the company through its growth
- Established cost effective insurance relationships built on effective risk management
- Built maintenance controls to ensure effective maintenance at sustainable cost
- Established strong vendor partnership with preeminent bus sales firm in region
- Coached program managers to take ownership of financial controls in their area

Team Building

- Established the program manager system to ensure project control over wide area
- Recruited top quality financial manager to provide feedback to managers
- Established succession planning to insure long term success of Empire
- Brought in new talent at appropriate times to support company's development
- Mentored every one of our program managers in building effective client partnerships

Work History

| | | |
|--------------------------------------|-----------------------------|--------------|
| Chief Executive Officer | Empire Transportation, Inc. | 2011-Present |
| President & CEO | Empire Transportation, Inc. | 1998 – 2011 |
| Dir. Central Support Services | Kaiser Permanente | 1970- 1998 |
| Co-Founder | Empire Parking Services | 1968 – 1970 |

Bertha Aguirre, President/Chief Operating Officer

Professional Profile

Senior Transportation Operations Executive with proven experience leading a team of transportation professionals providing high quality transportation services to multiple clients.

- *Transportation Operational Control*
- *Customer Relations*
- *Seasonal/Event Transportation*
- *Campus Shuttles*
- *Quality Assurance*
- *Safety/Risk Management*
- *Adult Special Needs Transportation*
- *Non Emergency Medical Transportation*

Professional Accomplishments

Operational Excellence

- *Delivered 30% productivity improvement with new dispatch software*
- *Achieved consistent year to year decreases in accident frequency*
- *Developed effective management structure for multi site supervision*
- *Attained 100% compliance with CHP, DOT, DMV and PUC requirements*

Service Implementation

- *Exceeded client expectations on every new project*
- *Recruited new program managers to handle service growth*
- *Developed specific performance standards to insure effective start ups*
- *Developed aggressive recruiting/training programs to staff new projects*

Customer Relations

- *Established high level communications with clients to insure our responsiveness*
- *Insured that clients received timely and accurate reporting*
- *Intervened personally to handle sensitive investigations or reporting*
- *Developed effective driver training programs to improve passenger service*

Work History

| | | |
|---|--------------------------------------|---------------------|
| President/Chief Operating Officer | <i>Empire Transportation, Inc.</i> | <i>2011-Present</i> |
| Chief Operating Officer | <i>Empire Transportation, Inc.</i> | <i>1996 - 2011</i> |
| Customer Service/ Accounting Coordinator | <i>Classical Building Arts, Inc.</i> | <i>1993 – 1996</i> |

Education

| | | |
|--|---|------------------|
| Business Administration/ Accounting | <i>Cal State Los Angeles & UCLA</i> | <i>1991-1996</i> |
|--|---|------------------|

Ana Arredondo, Proposed Project Manager

Professional Profile

Highly experienced and energetic manager of community transit and paratransit projects, including very high level experience with demand responsive systems. Experience includes successful service at every level from reservations through scheduling/dispatching, to operations/regional management and reporting. Key skills include:

- Expert software user
- Teaching basic dispatch skills
- Experience with mobile data
- Service implementation planning
- Optimizing productivity
- Accident/Incident response coordination
- Handling challenging passengers
- Counseling drivers on service problems
- Dispatch & driver motivation/cooperation
- Managing effective reporting systems

Professional Accomplishments

Operations Management

- Delivered superior service to six of Los Angeles County projects serving unincorporated areas including Whittier Dial-A-Ride.
- Successfully implemented and enforced procedures at L.A. Metro, Division 95 that resulted in the key categories measured exceeding Metro's internal performance.
- Experience in successfully managing all aspects of operations in both demand response and fixed route environments.

Control of Dispatch and Call Center Operations

- Supervised and gave guidance for the successful start up and implementation of multiple municipal dial-a-rides in LA County.
- Able to elevate and maintain a passenger per hour that exceeded contractual demand both in West Covina, Alhambra and Pico Rivera Dial a Ride.

Customer Service

- Provided effective investigation/feedback to clients regarding service defects.
- Improved on time performance in multiple and diverse dial-a-ride projects

Work History

| | | |
|------------------------------|-----------------------|----------------|
| Assistant Gen. Mgr. | Empire Transportation | 2012 – Present |
| Project Manager | Southland Transit | 2010 - 2012 |
| Assistant Gen. Mgr | Southland Transit | 2005 - 2010 |
| Customer Service Team Leader | Southland Transit | 2002 - 2005 |
| Customer Center Rep. | Southland Transit | 2001 - 2002 |

Education

| | | |
|---|----------------------------------|-------------|
| <i>Bachelor of Arts</i> | <i>Cal State Los Angeles</i> | <i>2006</i> |
| <i>Transit Paratransit Management Certificate</i> | <i>University of the Pacific</i> | <i>2009</i> |

Ruben Mendoza, Proposed Project Manager

Professional Profile

Highly experienced manager of community transit projects, including very high level experience with demand responsive systems. Experience includes successful service at every level from reservations through scheduling/dispatching, to operations/regional management and reporting. Key skills include:

- Expert software user
- Teaching basic dispatch skills
- Experience with mobile data
- Service implementation planning
- Optimizing productivity
- Accident/Incident response coordination
- Handling challenging passengers
- Counseling drivers on service problems
- Dispatch & driver motivation/cooperation
- Managing effective reporting systems

Professional Accomplishments

Operations Management

- Delivered superior service to a diverse group of clients including several municipalities and Access Services, the CTSA for Los Angeles County.
- Successfully implemented NTD reporting procedures throughout his company's LA County community transit projects.
- Managed multiple special needs transportation projects Regional Centers.

Control of Dispatch Operations

- Responsible for the successful implementation of automated routing systems for multiple municipal dial-a-rides in LA County.
- Designed the scheduling approach that improved years of poor performance in the Riverside Transit Agency ADA system leading to the best performance ever.
- Headed the new project team that corrected long-standing problems with the Access Services West Central area by delivering its highest ever on-time performance.

Customer Service

- Eliminated "VIP" approach at ASI in favor of better service for all passengers.
- Provided effective investigation/feedback to clients regarding service defects.
- Improved on time performance in multiple and diverse dial-a-ride projects, including major accomplishments for two large ADA systems at RTA and ASI.

Work History

| | | |
|-------------------------------|-----------------------------|----------------|
| Director of Operations | Empire Transportation, Inc. | 2009 - Present |
| Director of Operations | Southland Transit | 2007 - 2009 |
| Area General Manager | Southland Transit | 2002 - 2007 |
| Dispatch Team Leader | Southland Transit | 2000 - 2001 |
| Supply Administrator | United States Marine Corps | 1996 - 2000 |

Jose Guzman, Safety Training Manager

Professional Profile

Experienced Transportation safety and training professional with proven experience recruiting and training courteous safety-aware drivers. Demonstrated skills in all of the following areas.

- Commercial Driver Requirements
- Classroom Driver Instruction
- Behind the Wheel Training
- Accident Investigation
- OSHA Reporting and Compliance
- Administration of the Pull Notice Program
- Drug/Alcohol Program Management
- Driver Refresher Training

Professional Accomplishments

Service Implementation

- Trained all required drivers for every company start up
- Planned and conducted the training to support alternate fuel implementation
- Conducted required background checks of all new drivers and staff
- Managed multiple re-starts of campus shuttles on rotating calendars

Regulatory Compliance

- Worked closely with CHP & PUC Inspectors to insure full compliance
- Conducted all required harassment training
- Managed pull notice program without any inspection defects
- Successfully maintained all required driver training records

Safety/Training

- Insured that all accident/incident investigations are accomplished in a timely manner
- Conducted all driver classroom training for the company
- Provided behind the wheel training both directly and through delegated trainers
- Coordinated with external resources for required management training

Work History

| | | |
|----------------------------|-----------------------|----------------|
| Safety/Training Mgr | Empire Transportation | 2004 – Present |
| Office Manager | Empire Transportation | 1990 – 2004 |
| Field Supervisor | Empire Transportation | 1988 – 1990 |

Education/Certificates

Multiple Training Certifications

National Safety Council Instructor, TMA Passenger Assistance Course, Transportation Safety Institute Certified Instructor, Crisis Prevention Certified Instructor, CTA Certified Safety Coordinator, Certified Administrator – DMV CDL Program, Pull Notice Administration, Terminal Inspection Requirements, Substance Abuse Recognition and Prevention, Red Cross First Aid/CPR Instructor

Daniel Martinez, Fleet Maintenance Manager

Professional Profile

Experienced transportation fleet maintenance manager with a proven record for providing safe, clean, attractive and reliable vehicles for operations. Demonstrated skills in all of the following areas.

- Shop Scheduling
- Technician Training
- Computerized Engine Diagnostics
- Purchasing/Inventory Control
- Maintenance Reporting
- Alternate Fuel Technologies
- Warranty Management
- Regulatory Compliance

Professional Accomplishments

Service Implementation

- Handled new vehicle inspection/get ready for multiple new projects
- Coordinated design, production and application of vehicle decals/wraps
- Coordinated warranty coverage with manufacturers and modifying entities
- Installed all required special equipment (examples: fareboxes, cameras, head signs)

Control of Service Operations

- Provides immediate, on-line response to vehicle problems
- Dispatches maintenance resources to respond to problems in the field
- Coordinates preventive maintenance to support vehicle availability
- Insures readiness and adequacy of spare vehicle resources

Technical Leadership

- Insured availability of computerized diagnostic tools for technicians
- Built fully compliant air conditioning maintenance program
- Established technical documentation to support warranty claims
- Designed installation program for on board security cameras

Work History

| | | |
|------------------------------|-----------------------------|----------------|
| Maintenance Manager | Empire Transportation, Inc. | 2011 - Present |
| Maintenance Manager | Southland Transit, Inc. | 2009 - 2011 |
| Maintenance Manager | MV Transit, Inc. | 2006 - 2009 |
| Assistant Maint. Mgr. | First Transit, Inc. | 2005 - 2006 |

Education/Certificates

| | |
|---|-------------------------------|
| Associate of Occupational Studies Degree in Automotive/ Diesel and Industrial Technology | Universal Technical Institute |
| Transit Engines, Transit Brakes, Transit Suspension/Steering, Transit Electric, Transit Climate Control, School Bus Brakes | ASE |

Mary Segura, Paratransit Dispatch

Professional Profile

Experienced passenger transportation dispatcher with a proven record for providing effective service scheduling, operational control and customer service support. Key areas of capability include.

- Driver Scheduling
- Use of Automated Dispatch Tools
- Providing Transit Information
- Direct Driver Supervision
- Accident/Incident Response Coordination
- Handling Customer Calls
- Preparing Operational Reporting
- Training of Dispatch Staff

Professional Accomplishments

Use of Dispatch Tool

- Expert user of DDS dispatch tools for Access Services
- Key member of team converting Access to StrataGen Automated Dispatching
- Managed conversion of Empire systems to RouteMatch Automated Dispatching

Control of Service Operations

- Managed hundreds of drivers in three different areas for Access Services
- Managed dispatch portion of a new taxi start up on the Westside.
- Handled all dispatch facets of service implementation for City of Bellflower

Customer Service

- Over 10 years of experience handling transportation customer calls
- Experienced in use of information systems to provide information to passengers
- Trained dozens of customer service agents to provide transportation information

Work History

| | | |
|------------------------------|-----------------------|----------------|
| Dispatcher | Empire Transportation | 2010 – Present |
| Project Administrator | All Yellow Taxi | 2007 – 2010 |
| Dispatch Supervisor | Global Paratransit | 2003 – 2007 |
| Dispatcher | United Paratransit | 1999 – 2003 |

Training

StrateGen Automated Dispatching – RouteMatch Automated Dispatching
 DDS Taxi Dispatch System – TSS ATBOS Reporting System for ASI

Rafael Cordero, Transit Dispatch

Professional Profile

- Behind the Wheel Training
- Driver Counseling/Coaching
- Customer Reporting
- Mobile data devices
- Accident/Incident Investigation
- Service Monitoring

Professional Accomplishments

Service Implementation

- Developed and implemented protocols for staff in handling dispatch issues.
- Developed new training procedures to incorporate changes in securing wheelchairs
- Conducted all new driver interviews for the 108 driver North Los Angeles Regional Center Service.

Control of Service Operations

- Provided oversight for all transit/paratransit operations in unincorporated North Los Angeles
- Provided all project reporting for multiple Contracts including NTD reporting
- Handled daily roll out supervision for the several contracts operated in the San Fernando Valley

Safety/Training

- Assisted in behind the wheel training for Empire's new contracts
- Conducted accident/incident investigations and resulting re-training
- Trained driver on use of mobile data tools to enhance reporting
- Trained drivers on best practices to keep accurate and timely reporting

Work History

| | | |
|------------------------|-------------------------------|-------------------|
| Supervisor | Empire Transportation | 08/2012 - Present |
| Supervisor | Keolis | 2011 – 08/2012 |
| Supervisor | Diversified Transportation | 2009 - 2011 |
| Lead Dispatcher | Diversified Transportation | 2008-2009 |

Education/Certificates

| | | |
|-----------------------------|------------------------------------|------|
| Certified Instructor | Transportation Safety Institute | 2008 |
| NTD Reporting | LACMTA Seminar | 2009 |

Victor Moya, Quality Assurance Inspector

Professional Profile

Experienced problem-solving oriented manager within the transportation industry with a proven record for evaluating all aspects of a transportation program as well as providing professional advice to improve the areas found to be deficient. Demonstrated skills in all of the following areas.

- Professional Conduct Policy
- On Road Evaluation
- Safe Work Habits
- Customer Service and Sensitivity Training
- Accident/Incident Investigation
- Service Monitoring
- ADA Customer Care Training

Professional Accomplishments

Quality Control

- Key contributor to the development and establishment of a comprehensive Quality Assurance Program at Empire
- Responsible for Customer Service and Accounts Executive training at UPS.
- Fully responsible for the job performance and safety of a team of 150 drivers at UPS.

Customer Service and Compliance

- Ensured compliance with a comprehensive Customer Service Program developed for the Call Center and Dispatch Departments at UPS
- Enforced strict professional conduct procedures at UPS
- Responsible for safety compliance as Area Manager for UPS

Employee Coaching/Counseling

- Emphasis in developing a Trust and Team approach at Empire
- Responsible for developing a Dispute Resolution Program at UPS
- Worked with drivers to improve commitment to schedules that resulted in improved on-time delivery rates and a marked increase in efficiency at UPS

Work History

| | | |
|--|-----------------------|----------------|
| Quality Assurance Inspector | Empire Transportation | 2009 - Present |
| Area Supervisor | UPS | 2002 - 2009 |
| Account Executive | UPS | 1999 - 2002 |
| Dispatch/Call Center Supervisor | UPS | 1992 - 1999 |
| Distribution Ctr. Supervisor | UPS | 1988 - 1992 |

Education/Certificates

| | | |
|--------------------------------------|--------------|-----------|
| B.S. in Marketing and Business Admin | Cal State LA | 1985-1990 |
|--------------------------------------|--------------|-----------|

C. Service Experience

Empire Transportation, Inc. provides high quality fixed route and demand responsive services to some of Southern California's most prestigious, quality centered organizations such as Los Angeles County Department of Public Works. These clients have chosen Empire to meet their transportation needs because of our reputation for providing transportation services that are consistent with the client's own high standards. Our success has come from working with each client to clearly understand their specific needs and then design a specific transportation program to satisfy those needs. Every client, large or small receives the same commitment to an individual customized level of excellent service from Empire.

We strongly believe that our references demonstrate that we not only "get it" as far as skills, practices and procedures necessary to operate diverse services but also that we honor our commitment to all of our customers.

- ✓ At RTA, Empire is the first company to have completed the initial term of two years and the three-one year options for the Fixed Route services in good standing. We operate and maintain a mixed fleet of 79 vehicles that service a high volume of passengers in harsh weather conditions. Empire has been awarded this contract for an additional 5 year term.
- ✓ At Disney we operate Type VII and Type VIII CNG powered vehicles on a highly intense 24/7 schedule where maintaining vehicle spacing is critical to customer satisfaction of the Disney cast members. We have been providing this service for nine years. After a lengthy procurement process, our contract was renewed in 2014. The new contract calls for an initial term of seven years with two-one year options. It is very unusual for The Walt Disney Company to issue such contract terms. Empire has earned their valued trust by meeting the commitment of improving service in every measurable category.
- ✓ AltaMed Health Services has been our customer since 1996. Empire provides service to eight different centers covering a large part of Los Angeles and Orange Counties. The success of this program is based in instant communication between drivers, dispatchers, program managers and end-users. Any concerns or issues are addressed promptly.
- ✓ Whittier and East Los Angeles Dial-a-Ride Programs. Empire has been successfully running both programs since 2013. We service the Los Angeles County unincorporated areas in Whittier and East Los Angeles. As with other customers, efficiency, transparency and communication between Empire and DPW are key to a well running operation.
- ✓ In 2009, Empire began expanding into municipal fixed routes and dial-a-ride services. With our RTA contracts, City of Bellflower and unincorporated areas of Los Angeles County we have instituted reporting standards to meet those of NTD's.

D. References.

Disneyland Resort

Address: 1313 S. Harbor Blvd, Anaheim, CA 92802
Contact Person: Mark Hatfield
mark.hatfield@disney.com
Telephone: 714.781.1828
Length of Service: June 2006 to the present
Type of Service: Fixed Route Shuttle Service – 365 Day Operation
Fleet: 28 Type VII and VIII Medium Transit Vehicles – CNG Powered
Revenue Hours: 123,140



Riverside Transit Agency

Address: 1825 Third Street
Riverside, CA 92507
Contact Person: Virginia Werly
vwerly@riversidetransit.com
Telephone: 951-565-5184
Length of Service: 2011 to the present
Type of Service: County Fixed-Route Service
Fleet: Mixed Fleet of Trolley, Thomas, Type II and Type VII Buses
Revenue Hours: 156,000



City of Bellflower

Address: 16600 Civic Ctr. Dr, Bellflower, CA 90706
Contact Person: PJ Mellana
pmellana@bellflower.org
Telephone: 562.804.1424
Length of Service: July 1, 2010 to the present
Type of Service: Fixed Route & Dial-a-ride
Fleet: 6 Transit Vehicles
Revenue Hours: 8,500



AltaMed

Address: 1040 Camfield, Los Angeles, CA 90040
Contact Person: Marco Martinez
marcmartinez@la.altamed.org
Telephone: 323.558.7626
Length of Service: 2001 to the present
Type of Service: Demand Responsive Service
Fleet: 44 Cutaway Paratransit Vehicles
Revenue Hours: 68,208



DPW – Sunshine Shuttle

Address: 900 South Freemont Ave, Alhambra, CA
91803
Contact Person: Vanessa Rachal
vrachal@dpw.lacounty.gov
Telephone: 626.458.5960
Length of Service: 2011 to 2014
Type of Service: Fixed Route
Fleet: 2 EZ Rider Transit Vehicles
Revenue Hours: 6,972



DPW – East Los Angeles and Whittier Dial-a-Ride

Address: 900 South Freemont Ave, Alhambra, CA
91803
Contact Person: Jordan Catanese
JCatanese@dpw.lacounty.gov
Telephone: 626.458.3964
Length of Service: July, 2013 to the present
Type of Service: Dial-a-Ride
Fleet: 15 Wheelchair Minivans and 2 Wheelchair
Buses
Revenue Hours: 22,356



D. Minimum Mandatory Requirements Met

Empire meets each and every one of the minimum mandatory requirements as set forth in the Request for Qualifications Part 1.1 and Form PW-19. This is shown fully throughout our proposal.

The three years of experience providing Fixed-Route and Dial-A-Ride services are explained fully in this section, and we invite County staff to contact our clients to confirm our ability to perform and meet and exceed client expectations.

Empire's CHP inspections for the prior thirteen (13) months have been attached at Tab III, Work Plan. Our commitment to maintaining our client's vehicles as well as our own is an essential part of our service.

III. Work Plan

Successful and efficient Fixed Route and Dial-A-Ride programs are based in the ability of the operator to recognize the most important areas of the service that need to be carefully organized and addressed. For example, for a fixed-route program it is critical to have systems in place to check and manage on-time performance as well as to have an efficient maintenance team that keeps reliable and safe vehicles on the road. For a Dial-a-Ride program it is extremely important to minimize the scheduling peaks and valleys. This is achieved by establishing a well trained and technologically equipped Dispatching department that works very closely with the Call Center. By these statements, we are not forgetting about forming a strong team of drivers and supervisors in addition to a well maintained fleet. The following are the different components of our work plan:

A. Staffing Plan

1. Organization

The following table is a **sample** of the detailed disclosure of the labor resources allocation previously provided for a project. Often times, we assign additional resources such as dispatch and road supervision support for any operation during all hours that vehicles are in revenue service but on the required form LW-8 only the dedicated positions are noted because those positions are already in place at Empire and need not be charged to a project. Note that Empire is at all time cognizant of the LA County requirement for all staff to be full time. Any position shown as less than full time on the LW-8 reflects cost sharing of positions between this project and other Empire projects. In following pages you will find a detailed Staffing Plan.

| Position | # of Positions | Duties | Annual Hours | Hours Charged to Project |
|--------------------------|----------------|---|--------------|--------------------------|
| Driver | 10 | Operate transit vehicles on route | 22,005 | 22,005 |
| Project Mgr | 1 | Overall project direction | 2,080 | 1,560 |
| Field Supvr | 1 | On road supervision & training | 2,080 | 2,080 |
| Maintenance Manager | 1 | Overall vehicle maintenance direction | 2,080 | 0 |
| Mechanics | 11 | Repair & Preventive Maintenance | 22,880 | 2,080 |
| Service Worker | 4 | Bus Cleaning | 8,736 | 2,340 |
| Safety/Training Manager | 1 | Classroom training, supervise behind the wheel trainers | 2,080 | 0 |
| Qlty Assurance Inspector | 1 | Monitors adherence to Quality Assurance Program | 2,080 | 0 |
| Dedicated Dispatchers | 2 | Monitor service performance, coordinate emergency response | 4,160 | 4,160 |
| Reservationists | 2 | Call takers, input data in Routematch, Customer Service | 4,160 | 4,1600 |
| President & COO | 1 | Coordinate implementation, handle service escalation issues | 2,080 | 0 |

2. Staff Position & Tasks

a. Project Manager

In any transportation service, an experienced hands-on manager with the ability to motivate her/his staff is extremely important. In Ana Arredondo and Ruben Mendoza the Department will have Managers that can hit the ground running since they have already worked on this service and in this capacity. The Project Managers have a multitude of duties but we believe that the key elements of the job are:

- Selecting drivers that are committed to passenger satisfaction and safety.
- Providing orientation and training to our staff so that they know how to provide service effectively.
- Insuring that we give our drivers a clean, fully functional vehicle for daily service.
- Intervening rapidly when there are any signs that an employee is not able to provide quality service.
- Providing rapid and comprehensive investigation of any accidents, incidents or complaints.
- Providing operational reports to insure that our client has all of the information required to effectively monitor our service.
- Insuring that our reporting meets the audit standards for the MTA voluntary NTD reporting system or any report as required by the Department.
- Insuring the all the requirements as set forth in the RFP for the call center, productivity levels, customer service and complaints resolution are met and when possible exceeded.

b. Drivers

Driver Trainee Selection

Our goal is to retain existing employees that are familiar with the system and customers. If the active drivers meet the criteria described below and they are in good standing with the Department, they will be given priority in the hiring process.

Every applicant seeking to become an Empire driver must submit an original H-6 Department of Motor Vehicles printout (dated within 7 working days of the application date) along with his/her application. The printout provides invaluable information regarding an applicant's driving experience and infractions.

The Empire Safety & Training Manager is responsible for the final selection of applicants seeking to be driver trainees, based upon consideration of the individual's application, interview and motor vehicle record. However, at a minimum Empire will not employ those whose record displays any of the following:

1. 2 or more points for moving violations within the previous 3 years.
2. DUI, or Reckless Driving within the previous 10 years.
3. Suspended or revoked drivers license due to moving violations, unless overturned and such information is identified on the record.
4. Other criminal activity as described below:
 - a. Conviction of a crime pursuant to which the applicant is required to register as a sex offender under Section 290 of the Penal Code or conviction of a felony involving violence against persons.
 - b. Conviction during the preceding 7 years of any one of the following:
 - ✓ an offense relating to the use, sale, possession or transportation of narcotics or addictive or dangerous drugs;
 - ✓ an act involving force, violence, threat or intimidation against persons;
 - ✓ an sexual offense;
 - ✓ an act involving moral turpitude, including fraud or intentional dishonesty for personal gain;
 - ✓ an offense involving the solicitation or agreement to engage in or engagement in any act of prostitution.
 - c. A record of habitual or excessive use or addiction to intoxicating beverages, narcotics or dangerous drugs.
 - d. Conviction at any time of the following Vehicle Code sections:
 - ✓ 20001 - Hit and Run resulting in injury or death
 - ✓ 20003 - Hit and Run - failure to identify yourself to police or victim – injury or death involved
 - ✓ 20004 - Hit and Run death – failure to report to police or CHP
 - ✓ 23104 - Reckless driving- causing injury
 - ✓ 23153 - Driving while under the influence of alcohol or drugs – causing injury to others.



Driver Training Requirements

Once chosen for training, trainees undergo training based on the following curriculum. A full copy of the Empire Safety Training Program can be found in the Appendix. Only upon satisfactory completion of the curriculum will a driver be released for service as an Empire driver. At a minimum, the following subjects are taught as part of the required driver training.

| Subject Area | Trainee has no CDL or Passenger Endorsement | Trainee has CDL and Passenger Endorsement |
|--|--|--|
| Classroom Instruction | | |
| Empire Orientation and Policies | 2 Hours | 2 Hours |
| National Safety Council Defensive Driving Course | 8 Hours | 6 Hours |
| Transportations Safety Institute Bus Operator Training | 8.5 Hours | |
| Emergency Management/ Accident/Incident Procedures | 4.5 Hours | 2 Hours |
| Mobile Communications | 3 Hour | 3 Hour |
| Substance abuse/Alcohol Abuse Awareness | 2 Hours | 1 Hour |
| Customer Service/Passenger Relations/Confidentiality | 3 Hours | 1 Hour |
| Illness and Injury Prevention - Includes Bio-Hazard | 2 Hours | 1 Hour |
| Sexual Harassment Prevention | 2 Hours | 2 Hours |
| Pre and Post Trip Inspection | 4 Hours | |
| Behind the Wheel Instruction | | |
| Paratransit, ADA & Sensitivity, Wheelchair Securement | 4 Hours | 4 Hours |
| Behind the Wheel Training & Testing Note: will depend on the progress of the trainee and type of vehicle. | 20 - 40 Hours | 4 - 8 Hours |
| Route/Service Familiarization Note: Will depend on complexity of the service and navigation requirements. | 8 - 32 Hours | 8 - 32 Hours |
| Total Training Hours | 70 - 115 Hours | 34 - 62 Hours |

Note - Many contracts require CPR/First Aid Certification. This course will be provided after completion of the above curriculum to drivers on services requiring it.

Refresher Training

Empire conducts an ongoing schedule of refresher training courses. Normally, these are held once a month, for a minimum period of one hour. To maintain a position at Empire all employees, such as drivers assigned to a Department of Works project are required to attend at least eight refresher classes a year. Every staff member is required to participate in the location safety program meetings.

Background Checks

All Empire drivers will undergo a criminal background check before being assigned to revenue service.

Tasks

After a driver has completed all the training and the background checks, and has been put on service, their duties are to drive the routes in a safe manner, in compliance with the schedule, and providing courteous service to the riders. Additionally each driver is expected to communicate with the project manager, supervisor and dispatch if any issues or questions arise. Each driver is expected to manage fares and maintain the required reporting so that our project reporting complies with NTD and contract standards.

c. Maintenance Personnel

Our Safety and Training Policy includes standards for the initial training of maintenance personnel. We require that maintenance personnel who operate a vehicle on a public roadway must have a license applicable to the vehicles operated. Additionally all maintenance personnel undergo a minimum of 20 hours of original driver training including company orientation and policy, defensive driving, hazardous material handling, dealing with blood borne pathogens, sexual harassment, body mechanics, emergency procedures and drug and alcohol policy requirements.

We also recognize that the growing complexities of servicing transit fleets require ongoing training. Today's vehicles include complex computer systems and advanced cutting-edge engine technologies. In such an environment it is a challenge to keep the maintenance staff current with industry changes. As quality maintenance is an essential element of service quality we are committed to the continual training and upgrading of our maintenance employees' skills. We use multiple sources for mechanic training including the courses and resources offered by the manufacturers, vendors, as well as the National Institute for Automotive Service Excellence (ASE), the Service Technicians Society, and the Transportation Safety Institute. The company has established financial incentives for technicians who attain ASE certifications. We also identify training sources and work with the maintenance staff to arrange their schedule to attend training or study for certifications they need to further enhance their maintenance skills. After a member of staff develops a new expertise through training, she or he is asked to share that information and expertise with the other employees.

Tasks

The job tasks for maintenance staff fall in the following areas:

- Performing preventive maintenance inspections.
- Diagnosing observed or reported problems with vehicles.
- Repair or replacement of parts or subsystems to return vehicle performance to OEM standards.
- Performing their duties with their safety and the safety of co-workers always uppermost in their minds.
- Insuring that hazardous and/or polluting substances are handled in accordance with professional practice and legal requirements.

d. Supervisors

Supervision of drivers in service comes from three primary sources:

- Our project managers spend time in the field, not only at the office, and are an integral element of our operations monitoring. The Project Manager is also directly responsible for the accuracy and integrity of project reporting as well as maintaining and improving the services productivity level with the highest level of customer service possible.
- The Field Supervisor provides direct, on site supervision of our service operations on a daily basis. They also ensure that drivers are relieved on schedule for legally required breaks and further, that these reliefs are accomplished without causing service delays.
- The Dispatch Center maintains positive control of service operations throughout the service day, as drives are required to report any service delays throughout the day.
- The Call Center is the first point of contact for the stakeholders that is why it is key to maintain a high level of customer service. It is also important for the reservationists to have the knowledge and ability to provide accurate information as well as traveling time options which will allow us to maximize the resources at hand.

Tasks

Effective dispatchers, reservationists and field supervisors are critical to the success of a Fixed-Route and Dial-A-Ride projects. Their principal role is in supporting drivers in order to provide a team atmosphere and shared commitment to service quality. The most important tasks are:

- Communicating with drivers to insure they understand that the best way to protect all the parties involved in any situation is to make quick and accurate reports about any problem they encounter.
- Monitoring driver performance to provide a reminder that late service or poor service will be noticed and dealt with.

- Insuring that drivers take the breaks that are legally required. This is not only a state law mandate but it is proven to improve driver's productivity.
- Providing rapid support when drivers need emergency resources.
- Provide and record accurate information to and from the requesting party in order to insure a smooth scheduling and service.

e. Office Staff

Existing staff in our office in Bellflower handles the counting of fares and recording of fares, as well as the deposit of funds in the bank. Staff there also processes payroll, handles human resources, pays vendors and renders accurate billings to our clients. Note that Empire adheres to best practices in the area of fare handling and billings in that the staff who count fare receipts are not in any way involved with either the billing of service or the reconciliation of expected fares to actual fares.

B. Communication Plan

Mobile Communications

Empire provides two forms of mobile communication between drivers, dispatch and supervisors. The most basic will be through the use of a Sprint push to talk device. The device provides better coverage than any radio system, and is allowed by State law as long as it is not used as a cell phone or for texting. We will also provide an MDT that will be installed in the vehicle. The MDT will have GPS capabilities as well as the ability to communicate in real time with our scheduling program, RouteMatch. This device will also have cell phone capabilities as a backup plan in case of failure of the two-way radio network. The use of the cell phone capability will be in case of emergencies only. We have a zero tolerance policy for cellular phone use and texting while driving and we enforce it aggressively, including through the use of our video surveillance system that can be installed on the vehicles with the Department's approval.

Scheduling Software

Our company decided to find a software, outside the widely known provider, that had all the same tools available as well as reporting capabilities at a lesser cost. RoutMatch met this criteria. We have been running RoutMatch since 2009 for our customers and the satisfaction level from both sides is very high. In the Appendix you will find detailed information for RoutMatch as well as sample of some of the reports produced.

Internet Connections

Our company has provided internet connections and individual e-mail addresses to our principals, and project managers for a long time. Each manager and supervisor has an individual e-mail address, which allows direct communication between the manager and the client. The e-mails can be seen either on the managers computer in the office, or through the smart phone each carries with them.



Communication via Dispatch Office

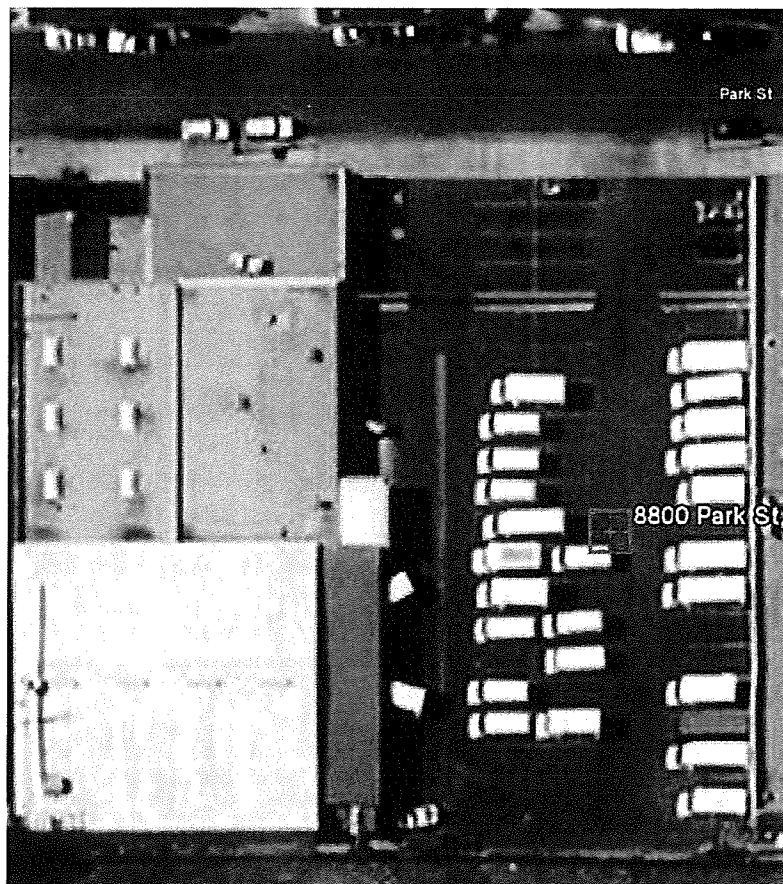
Calls regarding a Fixed-Route or Dial-a-Ride Service will proceed through the dedicated call center office at our Bellflower facility. We maintain and support the toll-free numbers required by the Department. In handling such calls the reservationists as well as dispatch employees will have access to general information regarding the service and the capability of taking calls regarding complaints, or to connect the caller with the appropriate manager or supervisor to handle incident or accident calls. The call center and dispatch office have full ability to connect callers to the appropriate supervisor or manager as required.

County staff will also have available, in addition to the dispatch and office line, the cell phone numbers of the Project Manager, and the Company's President.

C. Storage & Maintenance Facility

One of our main goals is to provide a proposal that is not only operationally compliant but also cost effective. Once a contract has been awarded, we identify locations that meet all the requirements as set forth in an RFP and that are close to the service area. This allows us to minimize the accumulation of miles for deadheading and in turn reduces the cost of vehicle maintenance and fuel. The Department's approval must be given to the proposed location. Having said that, we have two facilities available for storage. One is our corporate office located at 8800 Park Street in Bellflower (shown in the picture below). The second facility is located at 8701 Park Street in Bellflower (shown in the following pages). There is sufficient space at either facility to accommodate the County vehicles. Both lots have a security fence and are lighted. The distance from the initially proposed facilities to any given point within the County's different service areas is approximately 15 miles.

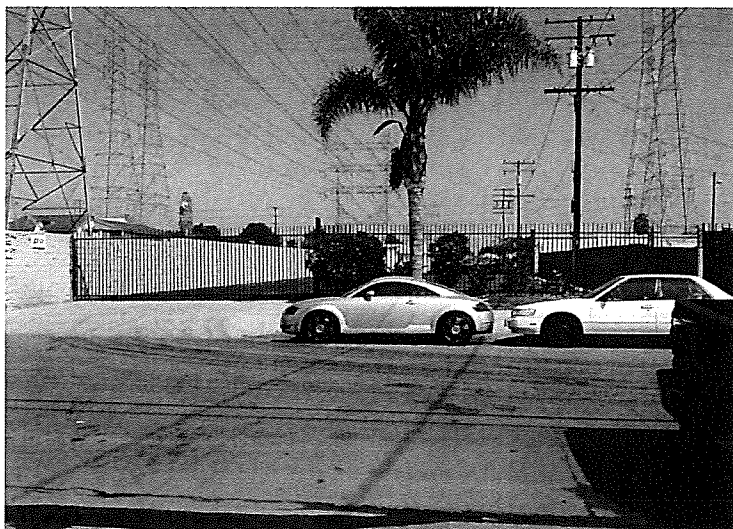
The corporate site provides over 10,000 square feet of enclosed maintenance space (large building at bottom left) and almost 12,000 feet of office, training and multi-purpose space in the buildings just above the shop building in the site plan.

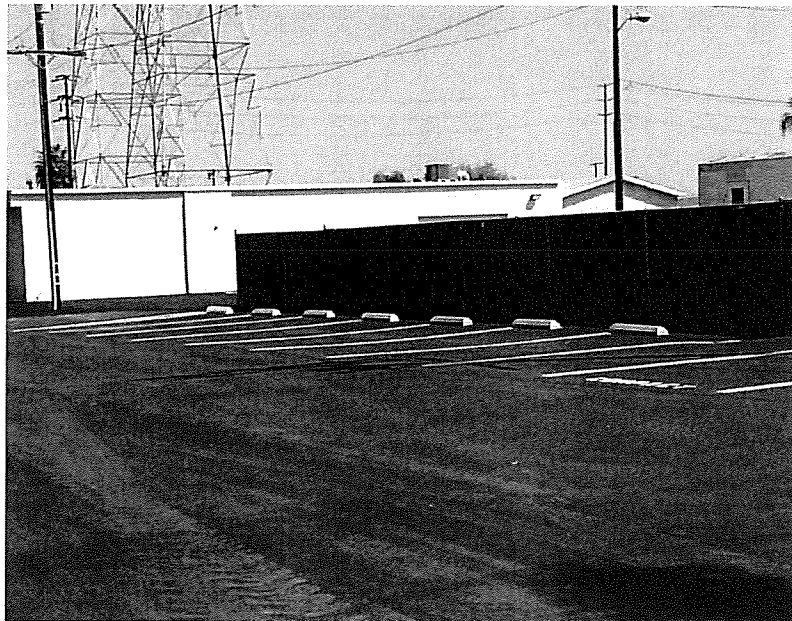
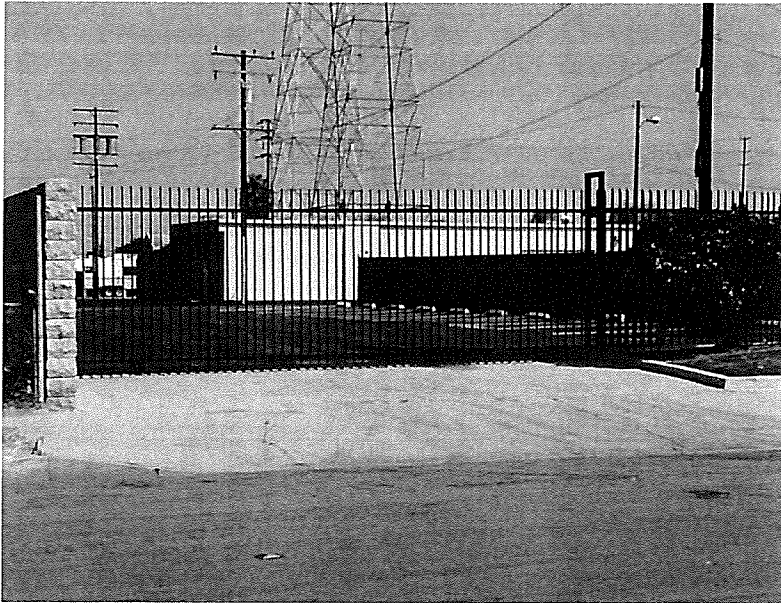


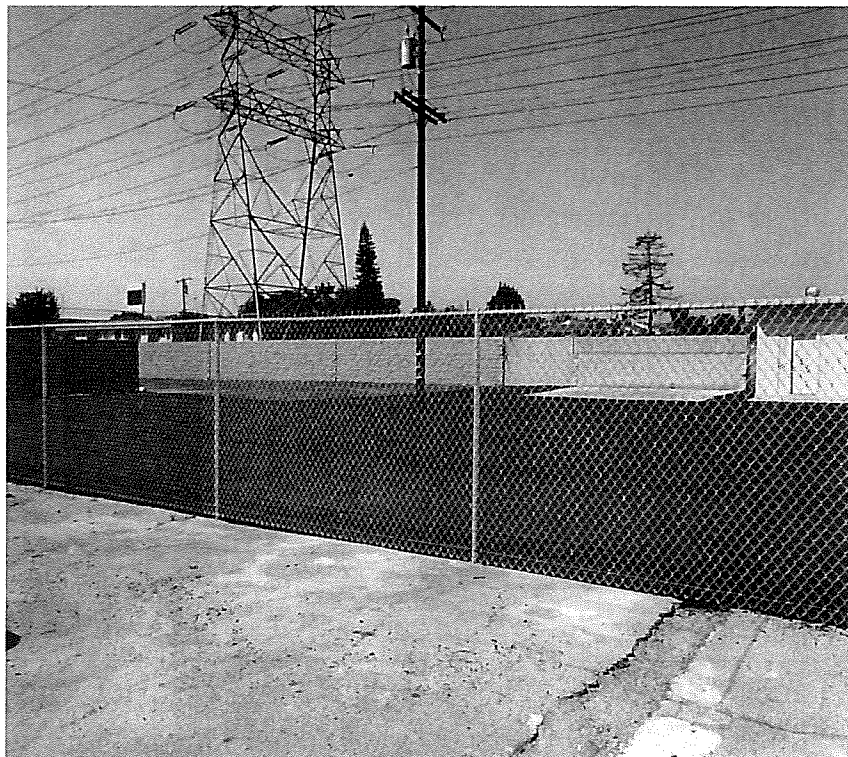
The second facility has capacity to store approximately 40 additional vehicles. It is located within a 3 minute walk from our corporate office. Below is the aerial picture before improvements.



The following are pictures after the improvements to the property.







Equipment

Our corporate facility is fully equipped to provide maintenance for any the Department service vehicles. The following major maintenance equipment is already in place.

- Full shop compressed air system and all associated hoses and plumbing
- All required air tools, ¾ drive and above
- Lighted high pressure vehicle wash rack with fully permitted wash water recovery/recycling
- Hoists for all sizes of equipment serviced
- 10 ton Vehicle support stands
- 5 ton Vehicle support stands
- 10 ton air/hydraulic rolling floor jack
- 20 ton air service jack
- ½ ton air/hydraulic Transmission jack
- 2000# Engine hoist
- 20 ton hydraulic press
- 7249 suspension ball joint service kit
- Heavy duty tire machine
- Computerized tire balancer
- Professional brake service station, including full refinishing capability
- Refrigerant recovery/service machine
- A/C refrigerant analyzer
- Nitrogen A/C system leak test system
- Ultra violet A/C leak detection kit
- Hydra krimp – A/C hose repair kit
- Engine diagnostic scan tool systems for all engines serviced
- Combustible gas detector
- Battery/Charging system analyzer
- Cooling system pressure test kit
- 400 amp battery charger
- Wire/aluminum mig welder
- Gas welding torch set
- Aqueous parts washing tank
- Self contained emergency response service trucks

Administrative/Training/Dispatch Space

Our facility is already providing space for each of these key functions and has more than adequate space to add the personnel required to support this service. We relocated our dispatch center into newly constructed space. This change provided significantly more space for both dispatch and the administrative/clerical offices. We have plenty of space to accommodate this proposed operation.

Fueling

Our facility does have on-site fueling capability for propane that will accommodate some of the vehicles owned by the Department. We also have a corporate account with Arco for the gasoline powered vehicles. Drivers have a fuel card with pin that allows them to fuel vehicles at any Arco facility throughout Southern California.

D. Maintenance Plan

Mission Statement

The Maintenance Department's primary mission is to effectively and efficiently provide safe, clean, reliable, and comfortable vehicles for use by its drivers and the passengers they serve and to do so in accordance with California Highway Patrol Motor Carrier requirements as well as the requirements levied by the Federal Government upon DOT motor carriers. This principles apply to all vehicles operated by Empire regardless CHP regulations.

Graduated Preventive Maintenance Program

The emphasis of Empire's maintenance program is preventive rather than reactive maintenance. A strong preventive maintenance program effectively reduces overall maintenance costs by decreasing the number of road calls and the high cost of unpredictable repairs caused by reactive maintenance. Empire uses a graduated preventive maintenance program (PM) that is based on the manufacturer's recommendations and modified based on our experience and the local conditions we deal with in our individual services. Solid PM practices maximize useful life, are cost efficient over the life of the vehicle, and ensures that our vehicles remain in safe operating condition.

Empire has an aggressive preventive maintenance program that schedules bus inspections based on a variety of categories. A PM schedule is developed for each type or group of vehicles we operate. The PM schedule established is based upon usage and vehicle type. The schedule is progressive. Each successive PM includes a higher level of maintenance inspection activity. Vehicles are inspected based on mileage and time. In addition, each vehicle receives an annual comprehensive inspection.

Our maintenance staff continually reviews our practices to identify potential improvements to the program. This assures optimum benefits from the scheduled inspections. This is especially necessary in the area of understanding brake wear. There can be significant differences between similar vehicles in different model years and it is critical that technicians understand the expected wear cycle so that brakes are serviced based on inspections rather than degraded performance noticed by drivers.

On-time Inspection Variance

The allowable variance with all preventive maintenance inspections is a minus 500 miles to a plus 300 miles. Any inspection completed within this parameter is considered on time. Each sub-fleet has its own specific PM schedule. In the case of the Department's vehicles the schedule is built around the requirements set out in the County Maintenance Program.

Preventive Maintenance Inspections

Driver Daily Vehicle Inspection

Prior to putting a vehicle into service the driver is required to perform a detailed pre-trip inspection of their assigned vehicle. Any defects or concerns are noted on the Daily Vehicle Inspection Report (DVIR), a copy of which is attached in the Appendix. In order to better comply with Federal DOT requirements, we have organized these forms into a booklet of three part forms which contains the approximately a month of driver inspections. The booklet is attached securely to the vehicle so that it cannot be misplaced.

The driver reviews the prior form, signs at the bottom and then completes the current day's form before placing the vehicle into service. If the driver checks the unsatisfactory box, the vehicle must be examined by the maintenance department before it can be placed into service. At the end of the day the driver is required to initial the post trip inspection box to insure that the federally required post trip inspection is accomplished. The top two copies of the DVIR form for the day are torn out of the book and turned in to dispatch with the driver's daily paperwork.

If there are defects the top copy of the DVIR are forwarded to the maintenance department, the second copy is retained in the office to evidence compliance with inspection requirements. The DVIR is reviewed by the Lead Mechanic on the shift. Repairs are prioritized to ensure that all safety related defects are completed before the vehicle goes into service again. In no case will any service defect, with the exception of only non-safety or cosmetic, be allowed to persist past the date of the next regularly scheduled preventive maintenance inspection. The DVIR booklets are changed at the time of the PMI-A inspection. Booklets are retained on file in the maintenance department to evidence compliance with CHP and Federal DOT requirements for pre-trip inspections.

Drivers are thoroughly trained in pre-trip inspection requirements and are not allowed in revenue service until they can demonstrate full proficiency in conducting the appropriate inspection for the type or types of vehicles they will be called upon to operate. The effective performance of these inspections is a major item of emphasis for our service monitors. Drivers are also expected to leave their vehicle broom clean at the end of the day with all refuse removed.

I Inspection

The I inspection that is required in the DPW maintenance program encompasses the same points that are covered by our pre-trip inspection form with the exception of the inspection of the engine accessory drive and the measurement of drive belts. The principal difference is that the I inspection is to be conducted by a qualified and ASE certified technician. To document the I inspection we will have the technician conduct the inspection right on one of the DVIR forms in the DVIR log and adding a notation on the condition of the accessory drive and the drive belts. This methodology will insure that the record of the I inspection will be retained as a permanent part of the record.

J/A Inspection

The J/A Preventive Maintenance Inspection (PMI-J/A) is performed at intervals of 30 calendar days or 3,000 miles, whichever come first, thus meeting or exceeding both the manufacturer's recommendations and the DPW specifications. The inspection is conducted using a form, which is designed specifically for the type of equipment being maintained, in this case a propane powered integrated transit coach. Note that this form includes inspection of all key subsystems, including brake wear, climate control performance, charging system condition and wheelchair lifts as well as all other services required by the manufacturer.

"B" Inspection Service

This a DPW required inspection, conducted at 8 months or 24,000 miles, whichever comes first, that includes a J/A Inspection plus all of the additional items specified in the DPW maintenance program contained in Exhibit J.

"C" Inspection Service

This a DPW required inspection, conducted at 16 months or 48,000 miles, whichever comes first, that includes a J/A Inspection and a C Inspection plus all of the additional items specified in the DPW maintenance program contained in Exhibit J.

Additional Service

At every third "C" service, conducted at 48 months or 144,000 miles, whichever comes first, the services specified in the DPW program will be added.

Oil Samples

Oil samples for engines and transmissions are to be taken at 500 miles in advance of the J/A and B services. County staff will be notified seven days in advance of the sampling so that staff can be present if desired.

Brake Inspection

At each inspection the technician provides an estimate of the percentage of depth remaining on the brake shoes. This allows the Maintenance Manager at the facility to schedule the brake service in a way that directly addresses the wear rate on each axle.

Normally the Manager is able to schedule the brake inspection at the same time the vehicle will be down for a PMI-J/A or higher inspection thereby reducing vehicle down time.

In every case the brake drums will be resurfaced after which a measurement will be taken, and recorded on the repair order, using a brake micrometer to insure that the drum will continue to meet minimum wear requirements throughout the wear cycle of the new shoes. Drums and shoes will be replaced with approved OEM quality components. Wheel bearings will be cleaned and inspected before re-assembly. Oil and grease seals will not be reused on re-assembly.

Since wear rates can vary significantly between front and rear axles it is not necessary that brakes on both axles be disassembled at the same time. No single wheel brake repairs will be undertaken. If for some reason one brake on an axle requires repair (due to a leaking seal for example) the other brake on that axle will be renewed as well.

Engine Service

Empire no longer uses a "tune up" service. There is a regular change of spark plugs and wires as required by the DPW program but the rest of the engine maintenance is accomplished using computer diagnostics whenever a "check engine" light is encountered. We ensure that each maintenance facility has updated computer diagnostic software for each type and series of engine that is maintained.

Air Conditioning

Empire does not do seasonal air conditioning "campaigns" as we believe the climate controls need to work year around. AC output is monitored on every J/A inspection and through the DVIR process with a diagnostic process indicated if optimal performance is not evidenced on these inspections. We insure that condenser coils are free of airflow impediments on each and every inspection.

Wheelchair Lifts and Securements

Evidence of inspection and maintenance programs for wheelchair lift equipment, wheelchair ramps and securement devices is a major item of emphasis for modern transit service. We have incorporated all of the manufacturer's recommended steps into the DVIR and the PMI-A so that checks required by the manufacturer at 10 and 150 cycles are performed as required. Four point tie down and lap/shoulder belt equipment is also inspected at each PMI-A.

Authorize, Direct, and Control Maintenance Activities and Costs

The Maintenance Manager is responsible for developing the PM schedule for the vehicle fleet and ensuring that all PM activities are completed in a timely manner and consistent with the manufacturer's recommendations.

Each day the Maintenance Manager prints and reviews the PM Tracking report to identify which vehicles are due or coming due for Preventive Maintenance. Most regular PM inspections will be accomplished on the second maintenance shift where removal of the vehicle from service will not detract from operational capability. The Maintenance Manager will also review the vehicle history to determine whether there are any low priority DVIR reports that should be resolved during the inspection.

The work is then assigned to a Preventive Maintenance Technician who performs the PM and completes the appropriate PM inspection form. The technician is provided with complete instructions on how to perform the PM and is required to follow those instructions to completion. In addition to open DVIR Reports the technician will accomplish minor repairs such as light bulbs and the securing of fasteners etc. during the PM process.

Other needed repairs may be identified during the PM inspection. Any out of service items or repairs that could affect the reliability of the vehicle are accomplished before the vehicle is returned to service. Other repairs will also be accomplished before the vehicle is returned to service if parts and maintenance time are available and the vehicle is not required immediately for service. The overall objective is to put the vehicle back in service with no deferred maintenance.

Identify, Track, and Record Maintenance Activities and Costs

Empire uses a system of manual and computerized forms and reports to schedule and perform preventive/preservation maintenance (PM) and repairs to its fleet of vehicles. These documents include:

- Work orders
- Service orders
- Purchase orders
- Parts requests
- PM Tracking report
- PM Inspection forms (these vary based on type of vehicle and level of PM to be performed)

After the Maintenance Manager identifies which vehicles are due for PM, a work order is prepared that describes the work to be done, the account codes to be charged, and instructions as to which level of PM is to be performed. All the PM labor and costs are captured under the PM code on the work order. When there is a PM write-up, a new work order or multiple work orders are then generated listing those repairs. All repair labor and parts are charged to the work orders under the specific coding applicable to the individual repairs. The required parts and supplies are assembled by the Manager or Shift and charged to the work order.

Road Failures

The performance standard for road failures is to have a shop response vehicle en route to the location within five minutes of the report. During this time we will also get the Maintenance Manager or Lead Mechanic on the radio with the driver to insure that any minor problem can be immediately resolved (lift door not closed all the way, tire wedged against the curb so the key won't turn etc.)

If no vehicle is available in the field a supervisor or extra driver will be dispatched with a replacement vehicle while a technician goes to the scene with a fully equipped shop truck. Moving the replacement vehicle to the field with a technician is avoided except when there is absolutely no other choice (late evening shift, etc.)

The Maintenance Manager will prepare a report identifying the cause of the road failure and make an initial judgment as to causation and/or preventability. These reports will be provided to both the training department and general management to assist in developing an appropriate response, whether that be in improved driver training or maintenance procedures.

Warranty Recovery System

Empire operates a warranty recovery program to ensure that cost of parts and repairs on warranty-covered items are recovered.

Failed Components

Parts and components that may have failed prematurely are returned to the Maintenance Manager who researches the original installation date, miles of usage on the failed component, and the vendor it was originally purchased from. If the part or component is covered by a warranty, it is returned to the vendor.

Return to Manufacturer/Vendor

Authorization for warranty return and labor claims, if applicable, are obtained from the manufacturer or vendor. Information is supplied to the vendor on the circumstances of the failure, if known. The item is then returned to the vendor warranty department for repair or replacement. Often vendors will simply allow the parts to be stored at our location until the claim is resolved, at which time they can be discarded. Empire retains copy of the warranty claim form for tracking purposes.

Vehicle Cleaning

DPW has a high standard for vehicle cleaning that requires washing every other day and daily whenever the vehicle is operating in rainy conditions. We have full crew of service workers that will enable us to comply with this requirement in either circumstance.

E. ADA Compliance

A vehicle with an inoperative lift and air conditioning problems needs to be removed from service immediately. We will in all cases be able to replace a vehicle with these problems within 30 minutes. We have conducted deadheading studies from our



Bellflower facility to different points within the service and we were able to confirm that the time requirement can be met. If any lift passengers are stranded by an inoperative lift we will commit to serving those passengers within 30 minutes of the service failure. In addition, the Road Supervisor will be assigned a 8 passenger plus 2 wheelchair van which will allow us to immediately dispatch him should the drive from base be longer that the stated time limits due to heavy traffic conditions.

F. CHP Inspections

On the Appendix you will find Empire's last three CHP inspections, which were all marked "Satisfactory". The most recent was done in May 2016.

G. Transit Security Plan

A full copy of Empire's Transit Security Plan can be found in the Appendix. The plan was developed based on the information provided by the FTA. If the department feels that some parts do to meet the requirements, the required modifications will be immediately incorporated.

IV. Quality Assurance

Empire's philosophy is to view our company as an extension of our client's standards in quality of service. When we are awarded a contract we approach it as if we had become another of their departments. We place a big emphasis in learning and understanding the core of our customer base in order to deliver the best service possible. We have internal and external procedures in place that provide a check and balance system throughout the organization. The areas that we concentrate on are as follows:

1) **Driver Selection, Training and Monitoring:**

A detailed description of the hiring criteria and training program is described in the attached work plan. Monitoring of drivers is done in several tiers:

- a) On the road supervision carried out by the dedicated Road Supervisor.
- b) Use of technological means such as MDT equipped with GPS capabilities. This allows us to evaluate, in real time, the drivers' adherence to the schedule as well as data input.
- c) Passenger feedback, with the Department's authorization, can be done over the phone when requesting service or via written surveys.
- d) Mystery shoppers. We schedule random pickups in which our Quality Assurance Inspector himself is transported. We get a written report from him identifying areas for improvement as well as areas of excellence. We provide the driver with this feedback without identifying its actual source.

2) **Call Center and Dispatching Department:**

These two departments are the heart of the operation. The main areas where we evaluate, for quality control purposes, are:

- a) Their ability to use the technological resources at hand.
- b) Their ability to maintain and improve on the required parameters as set forth in the RFP.
- c) Their ability to assist and support drivers in emergency or break-down situations.
- d) Their ability to defuse and control a potentially negative encounter with passengers.
- e) Their ability to resolve complaints in a professional, efficient and courteous manner.

These departments are continuously evaluated by the Project Manager. We also conduct individual employee evaluations on a semi-annual basis or more frequently, if needed.

With the Department's authorization, we can also mail surveys to randomly selected passengers to get feedback on these departments performance.

3) Vehicle Maintenance and Cleanliness:

Vehicle maintenance and safety are of the utmost importance. We have provided a detailed description of our maintenance program in the work plan. Even though the vast majority of the vehicles assigned to this contract do not fall under CHP regulations, we do follow and meet their requirements. We keep vehicle maintenance files and conduct preventive maintenance inspections as required by federal and state regulations. Our Safety and Training Manager conducts random file reviews periodically comparing the physical file and the reports as produced by our vehicle maintenance software. Any deficiencies noted are brought up to the Maintenance Manger and the President of the company for immediate resolution.

Empire has its own car wash department at the proposed facility in Bellflower as well as a mobile unit that can be activated in case of an emergency situation. The vehicles will be washed, interior and exterior, every other day or as needed. The drivers are responsible for picking up any trash left behind between pick up. The drivers are also responsible for checking the vehicle cleanliness as part of their pre-trip inspection. They are required to report any irregularities to the Project Manager. The reported concerns will be addressed on the spot. The Project Manager will conduct daily inspections of vehicles to insure that the established cleanliness standards are being met. The Road Supervisor will also include checks for cleanliness as part of their review process.

4) Safety and Training:

Empire has developed a very comprehensive training program. The training program in place was one of the most important factors to be accepted as part of a captive insurance program. We are proud to say that our training program is not only well written but also strictly adhered to. As a company, we place a lot of effort on accident prevention. We have an in-house claims adjustor that works very closely with our Safety and Training Department as well as our insurance carrier in order to get an objective assessment of the incidents/accidents at hand. This approach has allowed us to implement preventive steps throughout the company. While accidents can and will happen, our continual goal is to be completely accident free and our primary emphasis is always on accident avoidance.

As a condition of remaining members of the captive program, we go through an extensive annual audit performed by a third party that is selected and hired by our insurance carrier. The audit covers all areas of the operation. They inspect the maintenance shop looking for potential OSHA violations. They inspect numerous records including, but not limited to, mechanics' files, vehicle files, driver files, incident/accident reports, and training records. We have never failed one of these inspections.

We also have access to resources from the insurance carrier to have a third party conduct evaluations on contracts individually. We have taken advantage of this option on numerous occasions and requested evaluation of several contracts. We



would certainly avail ourselves of this option for this service, if awarded the contract.

This is a summary of the steps taken by Empire regarding Quality Assurance. The resume of the Quality Assurance Inspector can be found in the experience section of the proposal. If awarded the contract, a Quality Assurance Program tailored specifically to these services will be submitted for the Department's review and approval.

V. Financial Resources & Insurance

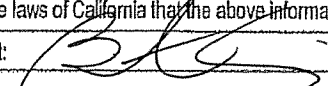
Financial Statements

Our 2014 and 2015 financial statements can be found in a sealed envelope contained in the proposal notebook marked "original". We ask that our financial statements be afforded the maximum confidentiality possible and that they only be circulated to those individuals who will be involved with assessing our ability to meet the financial requirements for delivering on this project. Our 2015 financial statements are in the process of being reviewed by an outside CPA firm. They are not ready to be submitted along the RFQ but will be ready when an IFB is issued.

There are no existing liens or encumbrances against the company that would endanger our ability to perform on this contract. Additionally Empire and its principals are not involved in any pending litigation that might change that status. Nor is the company facing or considering bankruptcy, pending site closures, merger or labor disputes.

We would be delighted to make available to staff both our outside CPA and the Bank Officer responsible for our account should there be any questions at all about our ability to provide the necessary financial support for the shuttle operation.

VERIFICATION OF PROPOSAL

| | | | |
|---|-----------------|---|-------------------------|
| DATE: 06/13, 2016 | | THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS: | |
| 1. This Declaration is given in support of a Proposal for a Contract with The County of Los Angeles. The Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the Proposal may be rejected at the Director's sole judgment and his/her judgment shall be final. | | | |
| 2. Name of Service: Empire Transportation, Inc. | | | |
| DECLARANT INFORMATION | | | |
| 3. Name Of declarant: Bertha Aguirre | | | |
| 4. I Am duly vested with the authority to make and sign instruments for and on behalf of the Proposer(s). | | | |
| 5. My Title, Capacity, Or Relationship to the Proposer(s) is: President & C.O.O. | | | |
| PROPOSER INFORMATION | | | |
| 6. Proposer's full legal name: Empire Transportation, Inc. | | Telephone No.: 562.529.2676 | |
| Physical Address (NO P.O. BOX): 8800 Park Street, Bellflower, CA 90706 | | Mobile No.: 562.529.2220 | |
| e-mail: baguirre@emprtransportation.com | | Fax No.: 562.529.2220 | |
| County WebVen No.: 13735101 | IRS No.: | Business License No.: | |
| 7. Proposer's fictitious business name(s) or dba(s) (if any): | | | |
| County(s) of Registration: | State: | Year(s) became DBA: | |
| 8. The Proposer's form of business entity is (CHECK ONLY ONE): | | | |
| <input type="checkbox"/> Sole proprietor | | Name of Proprietor: | |
| <input type="checkbox"/> A corporation: | | Corporation's principal place of business: 8800 Park Street, Bellflower, CA 90706 | |
| | | State of Incorporation: California | Year Incorporated: 2005 |
| <input type="checkbox"/> Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts | | President/CEO: | |
| | | Secretary: | |
| <input type="checkbox"/> A general partnership: | | Names of partners: | |
| <input type="checkbox"/> A limited partnership: | | Name of general partner: | |
| <input type="checkbox"/> A joint venture of: | | Names of joint venturers: | |
| <input type="checkbox"/> A limited liability company: | | Name of managing member: | |
| 9. The only persons or firms interested in this proposal as principals are the following: | | | |
| Name(s) Empire Transportation, Inc. | Title | Phone 562.529.2676 | Fax 562.529.2220 |
| Street 8800 Park Street | City Bellflower | State CA | Zip 90706 |
| Name(s) | Title | Phone | Fax |
| Street | City | State | Zip |
| 10. Is your firm wholly or majority owned by, or a subsidiary of another firm? <input checked="" type="radio"/> No Yes | | | |
| If yes, name of parent firm: _____ | | | |
| State of Incorporation/registration of parent firm: _____ | | | |
| 11. Has your firm done business under any other name(s) within the last five years? <input checked="" type="radio"/> No Yes If yes, please list the other name(s): | | | |
| Name(s): _____ | | Year of name change: _____ | |
| Name(s): _____ | | Year of name change: _____ | |
| 12. Is your firm involved in any pending acquisition or merger? <input checked="" type="radio"/> No Yes | | | |
| If yes, indicate the associated company's name: _____ | | | |
| 13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final. | | | |
| 14. I am making these representations and all representation contained in this proposal based on information that they are true and correct to the best of my information and belief. | | | |
| I declare under penalty of perjury under the laws of California that the above information is true and correct. | | | |
| Signature of Proposer or Authorized Agent:  | | | Date: 06/13/16 |
| Type name and title: Bertha Aguirre, President & C.O.O. | | | |

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

| | | | |
|--|-----------|-----------------|--|
| Company Name: Empire Transportation, Inc. | | | |
| Company Address: 8800 Park Street | | | |
| City: Bellflower | State: CA | Zip Code: 90706 | |
| Telephone Number: 562.529.2676 | | | |
| (Type of Goods or Services): Fixed-Route and Dial-a-Ride Services Provider | | | |

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.

Part I: Jury Service Program Is Not Applicable to My Business

- My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost, and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost, and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

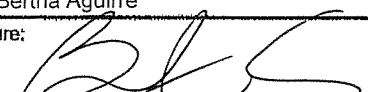
"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

Part II: Certification of Compliance

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

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

| | |
|---|----------------------------------|
| Print Name: Bertha Aguirre | Title: President & C.O.O. |
| Signature:  | Date: 06/13/2016 |



CONTRACTOR'S INDUSTRIAL SAFETY RECORD

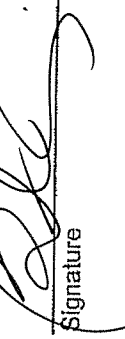
PROPOSED CONTRACT FOR: Empire Transportation, Inc.
 SERVICE BY PROPOSER: Notice of Request for Statement of Qualifications for Fixed Route and Dial-a-Ride Services (2016-SQPA001)
 PROPOSAL DATE: 06/15/2016

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

| | 2011 | 2012 | 2013 | 2014 | 2015 | Total | Current Year to Date |
|---|-------|-------|-------|-------|-------|--------|----------------------|
| 1. Number of contracts. | 19 | 21 | 24 | 22 | 22 | 108 | 25 |
| 2. Total dollar amount of Contracts (in thousands of dollars). | 19477 | 22554 | 23518 | 22421 | 22743 | 110713 | 10264 |
| 3. Number of fatalities. | 1 | 0 | 0 | 0 | 0 | 1 | 0 |
| 4. Number of lost workday cases. | 3 | 7 | 11 | 9 | 13 | 43 | 3 |
| 5. Number of lost workday cases involving permanent transfer to another job or termination of employment. | 2 | 3 | 5 | 7 | 4 | 21 | 2 |
| 6. Number of lost workdays. | 276 | 247 | 206 | 281 | 217 | 1227 | 46 |

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

Bertha Aguirre _____
 Name of Proposer or Authorized Agent (print) 06/13/2016
 _____
 Signature Date



CONTRACTOR'S DRIVER SAFETY RECORD

The requested information must include all bus operations related work undertaken within the State of California by the Proposer and/or any partnership, joint venture, or corporation that any principal of the Proposer participates in as a principal or owner during the last five-calendar years. Separate information shall be submitted for each particular partnership, joint venture, corporate, or individual Proposer. Proposer may attach any additional information and/or explanation of the data, which the Proposer would like taken into consideration by the County in evaluating the Proposer's drivers' safety record. An explanation must be attached for circumstances surrounding any and all fatalities within the last five-calendar years.

The Proposer shall provide below its total number of Bus Revenue Service Miles, its total number of National Transit Database (NTD) reportable bus accidents and fires, and its total number of bus fatalities, if any, for each of the last five-calendar years. The NTD uses the following Federal Transportation Authority's definition of a reportable accident:

- a. Injuries requiring immediate medical attention.
- b. Property damage equal to or greater than \$7,500, including all damage (transit and nontransit) resulting from the accident.
- c. All nonarson fires that occur in a revenue service bus (operating in or out of revenue service).

Five-Calendar Years Prior to Current Year

| | 2011 | 2012 | 2013 | 2014 | 2015 | Five-Year Average |
|--|---------|---------|---------|---------|---------|-------------------|
| 1 Total Bus Revenue Miles | 7216412 | 8126232 | 8716420 | 9001719 | 9000416 | 8412240 |
| 2 Total Number of NTD Reportable Accidents | 6 | 10 | 17 | 20 | 18 | 14 |
| 3 Total Number of Fatalities | 1 | 0 | 0 | 0 | 0 | 0.20 |
| 4 Rate of Accidents/100,000 Bus Revenue Miles | 0.08 | 0.12 | 0.19 | 0.16 | 0.16 | 0.14 |
| 5 Rate of Fatalities/100,000 Bus Revenue Miles | 0.01 | 0 | 0 | 0 | 0 | 0.002 |

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

Empire Transportation, Inc

Name of Proposer

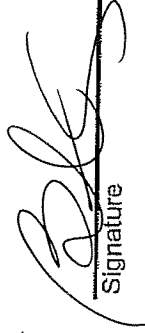
8800 Park St

Address

Bellflower, CA 90706

City

Zip Code



Signature

TCP-21507

PUC Permit Number and Classification

562.529.2676

Telephone Number

C

C

C

CONFLICT OF INTEREST CERTIFICATION

I, Bertha Aguirre

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

of Empire Transportation, Inc.
Name of proposer

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

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

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

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of the Los Angeles County Code, Section 2.180.010, as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed _____

Date 06/13/2016

C

C

C

PROPOSER'S REFERENCE LIST

PROPOSER NAME: Empire Transportation, Inc.

PROPOSED CONTRACT FOR: Notice of Request for Statement of Qualifications for Fixed Route and DAR Services

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names, telephone and fax numbers, and e-mail addresses before listing. Incorrect names, telephone and/or fax numbers, or e-mail addresses will be disregarded. Use additional pages if required.

A. COUNTY OF LOS ANGELES AGENCIES

All contracts with the County during the previous three years must be listed.

| | |
|--|-----------------------------------|
| SERVICE: Dial-A-Ride | SERVICE DATES: July, 2013 to date |
| DEPT/DISTRICT: Whittier DAR, Department of Public Works, L.A. County | |
| CONTACT: Jordan Catanese | |
| TELEPHONE: 626.458.3964 | |
| FAX: | |
| E-MAIL: JCatanes@dpw.lacounty.gov | |

| | |
|---|-----------------------------------|
| SERVICE: Dial-A-Ride | SERVICE DATES: July, 2013 to date |
| DEPT/DISTRICT: ELA DAR, Department of Public Works, L.A. County | |
| CONTACT: Jordan Catanese | |
| TELEPHONE: 626.458.3964 | |
| FAX: | |
| E-MAIL: JCatanes@dpw.lacounty.gov | |

| | |
|--|----------------|
| SERVICE: Fixed Route | SERVICE DATES: |
| DEPT/DISTRICT: Sunshine Shuttle, Department of Public Works, L.A. County | |
| CONTACT: Vanessa Rachal | |
| TELEPHONE: 626.458.5960 | |
| FAX: | |
| E-MAIL: vrachal@dpw.lacounty.gov | |

| | |
|----------------|----------------|
| SERVICE: | SERVICE DATES: |
| DEPT/DISTRICT: | |
| CONTACT: | |
| TELEPHONE: | |
| FAX: | |
| E-MAIL: | |

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

| | |
|---|-----------------------------|
| SERVICE: Fixed-Route Services | SERVICE DATES: 2011 to date |
| AGENCY/FIRM: Riverside Transit Agency | |
| ADDRESS: 1825 Third Street, Riverside, CA 92507 | |
| CONTACT: Virginia Werly | |
| TELEPHONE: 951.565.5184 | |
| FAX: | |
| E-MAIL: vwerly@riversidetransit.com | |

| | |
|---|-----------------------------|
| SERVICE: Dial-A-Ride | SERVICE DATES: 2001 to date |
| AGENCY/FIRM: AltaMed Health Services | |
| ADDRESS: 1040 Camfield Ave, Los Angeles, CA 90204 | |
| CONTACT: Marco Martinez | |
| TELEPHONE: 323.558.7626 | |
| FAX: | |
| E-MAIL: marcmarinez@la.altamed.org | |

| | |
|---|-----------------------------|
| SERVICE: Fixed Route and DAR | SERVICE DATES: 2010 to date |
| AGENCY/FIRM: City of Bellflower | |
| ADDRESS: 16600 Civic Center Dr., Bellflower, CA 90706 | |
| CONTACT: PJ Mellana | |
| TELEPHONE: 562.804.1424 | |
| FAX: | |
| E-MAIL: pmellana@bellflower.org | |


| | |
|--|-----------------------------|
| SERVICE: Fixed Route | SERVICE DATES: 2006 to date |
| AGENCY/FIRM: Disneyland Resort | |
| ADDRESS: 1313 S. Harbor Blvd., Anaheim, CA 92802 | |
| CONTACT: Mark Hatfield | |
| TELEPHONE: 714.781.1828 | |
| FAX: | |
| E-MAIL: mark.hatfield@disney.com | |

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

| | |
|---|--|
| Proposer's Name | Empire Transportation, Inc. |
| Address | 8800 Park Street, Bellflower, CA 90706 |
| 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 | Empire Transportation, Inc. |
| Authorized representative | Bertha Aguirre |
| Signature |  |
| Date | 06/13/2016 |

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**County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
CBE Firm/Organization Information Form**

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: Empire Transportation, Inc.

My County (WebVen) Vendor Number: 13735101

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

As Local SBE, certified by the County of Los Angeles, Internal Services Department, I request this proposal/bid be considered for the Local SBE Preference.

Attached is a copy of Local SBE certification issued by the County.

II. **FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation, or disability.

Business Structure: Sole Proprietorship Partnership XCorporation Nonprofit Franchise

Other (Please Specify):

Total Number of Employees (including owners): 451

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

| Race/Ethnic Composition | Owners/Partners/ Associate Partners | | Managers | | Staff | |
|---------------------------|--|--------|----------|--------|-------|--------|
| | Male | Female | Male | Female | Male | Female |
| Black/African American | | | | | 31 | 63 |
| Hispanic/Latino | 1 | 1 | 13 | 5 | 185 | 83 |
| Asian or Pacific Islander | | | | | 3 | 4 |
| American Indian | | | | | 1 | 2 |
| Filipino | | | | | 6 | 1 |
| White | | | | | 40 | 12 |

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

| | Black/African American | Hispanic/Latino | Asian or Pacific Islander | American Indian | Filipino | White |
|-------|------------------------|-----------------|---------------------------|-----------------|----------|-------|
| Men | % | 70 % | % | % | % | % |
| Women | % | 30 % | % | % | % | % |

IV. **CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

| Agency Name | Minority | Women | Disadvantaged | Disabled Veteran | Expiration Date |
|---------------------|----------|-------|---------------|------------------|--------------------|
| City of Los Angeles | MBE | | | | None(see attached) |
| SCMSDC | MBE | | | | 11/2016 |

V. **DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature:  Title: President & COO Date: 06/13/16

BOARD OF PUBLIC WORKS
MEMBERS

VALERIE LYNNE SHAW
PRESIDENT

ELLEN STEIN
VICE PRESIDENT

JANICE WOOD
PRESIDENT PRO-TEMPORE

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JAMES A. GIBSON
EXECUTIVE OFFICER

CITY OF LOS ANGELES



JAMES K. HAHN
MAYOR

JOHN L. REAMER, JR.
INSPECTOR OF PUBLIC WORKS
AND
DIRECTOR
BUREAU OF
CONTRACT ADMINISTRATION
221 N FIGUEROA ST, SUITE 700
LOS ANGELES, CA 90012
(213) 580-1382

OFFICE OF CONTRACT
COMPLIANCE
600 S SPRING ST, SUITE 1300
LOS ANGELES, CA 90014
(213) 847-6480

<http://www.lacity.org/bca>

Ms. Bertha Aguirre
Empire Enterprises, Inc.
606 Centinela Avenue
Inglewood, CA 90302

April 1, 2005
File No. - 10623
Expiration Date - 4/2008
Ethnicity - Hispanic American
Phone No. - (310) 674-4877

RE: MINORITY BUSINESS ENTERPRISE (MBE) CERTIFICATION APPROVAL

Dear Ms. Aguirre:

Based on a thorough review of the submitted documents and pursuant to the provisions of the Department of Transportation (U.S.D.O.T.) Rules and Regulations 49 CFR, Part 26, we are pleased to inform you that your firm has been certified as a **Minority Business Enterprise (MBE)** and has been placed in the City of Los Angeles DBE/MBE/WBE directory as a firm specializing in:

NAICS Code
485999

Description
All other Transit and Ground Passenger Transportation

You may review your firm's information in the City of Los Angeles DBE/MBE/WBE database at www.lacity.org/bca.

This certification is valid for three (3) years from the date of this letter. If after three (3) years you wish to be certified by the City of Los Angeles and have not received recertification documents, please contact this office. If there are any changes in ownership, control, or work category of your firm during the certification period, you are required to notify this office of those changes in writing. Also, please include your file number on each page of correspondence relating to these matters.

The City reserves the right to withdraw this certification if at any time it is determined certification was knowingly obtained by false, misleading or incorrect information. The City also reserves the right to request additional information and/or conduct on site visits at any time during the certification period to verify any documentation submitted with your application. By accepting certification, the firm of **Empire Enterprises**, hereby consents to the examination of its books, records and documents by the City.

Empire Enterprises, Inc.

April 1, 2005

F 2

Should you have any questions, please contact Angela de la Rosa at (213) 847-5574 or e-mail at adelaros@bca.lacity.org.

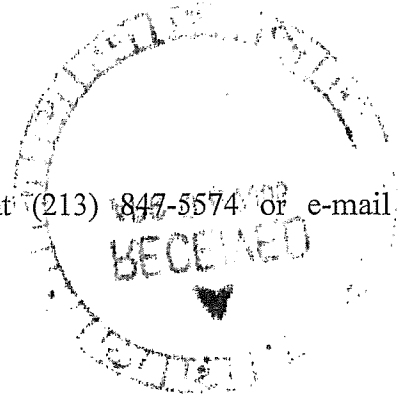
Sincerely,



HELMUT PEINDL, Certification Manager

Office of Contract Compliance

Bureau of Contract Administration



BOARD OF PUBLIC WORKS
MEMBERS

CYNTHIA M. RUIZ
PRESIDENT

VALERIE LYNNE SHAW
VICE PRESIDENT

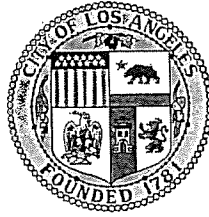
PAULA A. DANIELS
PRESIDENT PRO-TEMPORE

ERNESTO CÁRDENAS
COMMISSIONER

JULIE B. GUTMAN
COMMISSIONER

JAMES A. GIBSON
EXECUTIVE OFFICER

CITY OF LOS ANGELES
CALIFORNIA



ANTONIO R. VILLARAIGOSA
Mayor



JOHN L. REAMER, JR.
Inspector of Public Works
and
Director

Bureau of
CONTRACT ADMINISTRATION
1149 South Broadway, Suite 300
Los Angeles, CA 90015

(213) 847-1922

<http://bca.lacity.org>

Ms. Bertha Aguirre
Empire Transportation, Inc.
8800 Park Street
Bellflower, CA 90706

June 16, 2008
File No.-10623
Ethnicity-Hispanic American
Phone #-310/674-4877

RE: MINORITY BUSINESS ENTERPRISE (MBE) RECERTIFICATION

Dear Ms. Aguirre:

Thank you for submitting your recertification package to our office on 4/1/08. Your application will be processed as soon as possible. Although your MBE Certification was due for renewal on 4/1/08, it will not expire on that date. Your certification will continue in good standing beyond that date until your firm is officially decertified by this office. Your certification status can be verified at any time by visiting <http://bca.lacity.org> or by calling the Centralized Certification Administration at (213) 847-1922.

Sincerely,

HELMUT PEINDL, Certification Manager
Office of Contract Compliance
Bureau of Contract Administration



THIS CERTIFIES THAT

Empire Transportation, Inc.

* Nationally certified by the: **SOUTHERN CALIFORNIA MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 485113; 485410; 485510; 485991; 812930; 485999

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

11/01/2015

Issued Date

SC03250

Certificate Number

Joset Wright-Lacy

Joset B. Wright-Lacy

Virginia Gomez

Expiration Date

Virginia Gomez, President

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

Certify, Develop, Connect, Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®



GAIN and GROW EMPLOYMENT COMMITMENT

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: GAINGROW@dpss.lacounty.gov.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.


YES (subject to verification by County) NO

B. Proposer is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

YES NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

YES NO N/A (Program not available)

| | |
|--|--------------------------|
| Signature  | Title President & COO |
| Firm Name Empire Transportation, Inc. | Date 06/13/16 |

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TRANSMITTAL FORM TO REQUEST AN RFSQ SOLICITATION REQUIREMENTS REVIEW

A Solicitation Requirements Review must be received by the County within ten business days of issuance of the solicitation document

| | |
|---|-----------------------------|
| Proposer Name: Empire Transportation, Inc. | Date of Request: |
| Project Title: RFSQ for Fixed-Route and Dial-a-Ride Services | Project No. 2016-SQPA001 |

A **Solicitation Requirements Review** is being requested because the Proposer asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- Application of **Minimum Requirements**
- Application of **Evaluation Criteria**
- Application of **Business Requirements**
- Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **ten business days** of issuance of the solicitation document.

For each area contested, Proposer must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary.)*

Request submitted by:

(Name) *(Title)*

For County use only

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

CHARITABLE CONTRIBUTIONS CERTIFICATION

Empire Transportation, Inc.
Company Name

8800 Park Street, Bellflower, CA 90706
Address

Internal Revenue Service Employer Identification Number

N/A

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

CERTIFICATION

YES

NO

Proposer or Contractor has examined its activities and determined that 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.

(✓)

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OR

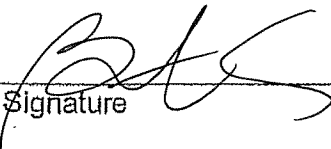
YES

NO

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

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Signature

06/13/16

Date

Bertha Aguirre, President & COO
Name and Title (please type or print)



TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION


| | | |
|--|--------------|--------------------|
| COMPANY NAME: Empire Transportation, Inc. | | |
| COMPANY ADDRESS: 8800 Park Street | | |
| CITY: Bellflower | STATE: CA | ZIP CODE: 90706 |

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

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

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

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

| | |
|---|---------------------------|
| PRINT NAME: Bertha Aguirre | TITLE: President & COO |
| SIGNATURE:  | DATE: 06/13/16 |

REVIEWED BY COUNTY:

| SIGNATURE OF REVIEWER | APPROVED | DISAPPROVED | DATE |
|-----------------------|----------|-------------|------|
| | | | |



PROPOSER'S LIST OF TERMINATED CONTRACTS

PROPOSER'S NAME: Empire Transportation, Inc.

Proposer has not had any contracts terminated in the past three years.

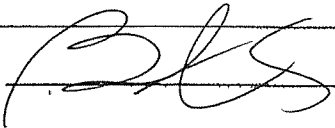
Proposer must list all contracts that have been terminated within the past three years. Terminated contracts are those contracts terminated by an agency or firm before the contract's expiration date. If a contract(s) was terminated, please attach an explanation on a separate sheet, whether the termination was at the fault of the Proposer or not. Any and all terminated contracts should be accompanied with an explanation. It should be noted that contracts that naturally expired need not be listed. The County is only seeking information on contracts that were terminated prior to expiration.

| | |
|--------------------------|-------------------|
| SERVICE: | TERMINATING DATE: |
| NAME OF TERMINATING FIRM | |
| ADDRESS OF FIRM | |
| CONTACT PERSON: | |
| TELEPHONE: | |
| FAX: | |
| E-MAIL: | |

| | |
|--------------------------|-------------------|
| SERVICE: | TERMINATING DATE: |
| NAME OF TERMINATING FIRM | |
| ADDRESS OF FIRM | |
| CONTACT PERSON: | |
| TELEPHONE: | |
| FAX: | |
| E-MAIL: | |

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|--------------------------|-------------------|
| SERVICE: | TERMINATING DATE: |
| NAME OF TERMINATING FIRM | |
| ADDRESS OF FIRM | |
| CONTACT PERSON: | |
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| FAX: | |
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| SERVICE: | TERMINATING DATE: |
| NAME OF TERMINATING FIRM | |
| ADDRESS OF FIRM | |
| CONTACT PERSON: | |
| TELEPHONE: | |
| FAX: | |
| E-MAIL: | |

SIGNATURE 

DATE: 06/13/16

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: Empire Transportation, Inc.

Proposer and/or principals are **not** currently involved in any pending litigation; are not aware of any threatened litigation where they would be a party; and have not had any judgments entered against them within the last five years as of the date of proposal submission.

Proposer and/or principals of the Proposer must list below (use additional pages if necessary) all pending litigation, threatened litigation, and/or any judgments entered against them within the last five years as of the date of proposal submission.

A. Pending Litigation Threatened Litigation Judgment (check one)

1. Against Proposer; Principal; Both (check as appropriate)
2. Name of Litigation/Judgment: _____
3. Case Number: _____
4. Court of Jurisdiction: _____
5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

B. Pending Litigation Threatened Litigation Judgment (check one)

1. Against Proposer; Principal; Both (check as appropriate)
2. Name of Litigation/Judgment: _____
3. Case Number: _____
4. Court of Jurisdiction: _____
5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

Signature of Proposer:  Date: 06/13/16



PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION

FIXED ROUTE AND DIAL-A-RIDE TRANSIT SERVICES (2016-SQPA001)

Empire Transportation, Inc.

Proposer's Name

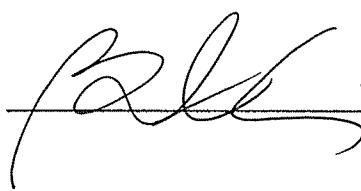
8800 Park Street, Bellflower, CA 90706

Address

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

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

Signature of Proposer:



Date: 06/13/16



REQUEST FOR DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM CONSIDERATION FORM

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

In evaluating bids/proposals, the County will give preference to businesses that are certified by the State of California as a Disabled Veteran Business Enterprise (DVBE) or by the Department of Veterans as a Service Disabled Veteran-Owned Small Business (SDVOSB) consistent with Chapter 2.211 of the Los Angeles County Code.

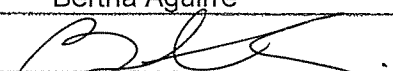
Vendor understands that in no instance shall the disabled veteran business enterprise preference program price or scoring preference be combined with any other County preference program to exceed 8 percent in response to any County solicitation.

Information about the State's DVBE certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.pd.dgs.ca.gov>.

Information on the Veteran Affairs Disabled Business Enterprise certification regulations may be found in the Code of Federal Regulations, 38CFR 74, and is also available on the Veterans Affairs Website at: <http://www.vetbiz.gov>.

- I AM NOT** a DVBE certified by the State of California or a Service Disabled Veteran-Owned Small Business with the Department of Veteran Affairs.
- I AM** certified as a DVBE with the State of California or a Service Disabled Veteran-Owned Small Business with the Department of Veteran Affairs as of the date of this proposal/bid submission and I request this proposal be considered for the DVBE Preference.

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

| | |
|---|----------------------------|
| Name of Firm: Empire Transportation, Inc. | County Webven No. 13735101 |
| Print Authorized Name: Bertha Aguirre | Title: President & COO |
| Authorized Signature:  | Date: 06/13/16 |

| SIGNATURE OF REVIEWER | APPROVED | DISAPPROVED | DATE |
|-----------------------|----------|-------------|------|
| | | | |



**PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFSQ
FIXED ROUTE AND DIAL-A-RIDE TRANSIT SERVICES (2016-SQPA001)**

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 in your proposal to support the minimum mandatory requirement of this RFSQ, any inconsistencies or inaccuracy in the information provided in this form, or this form and 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 Mandatory Requirements:

No Subcontractors will be allowed to fulfill any of the following Minimum Requirements.

1. The Proposer must have a minimum of three years of experience providing the same or similar fixed route or paratransit services for governmental or social service agency(ies).

- Yes. Proposer does meet the experience requirement stated above. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your proposal to validate this minimum mandatory requirement for scoring of your proposal in this category).

| Proposer Name | Dates of Experience (Mth/Yr to Mth/Yr) | Type of Transit Service | Detail Description of Services/Experience | Page Number* |
|----------------------------|---|----------------------------|---|--------------|
| Empire Transportation, Inc | 2001 to date | Fixed Route & DAR Services | For detailed information please see Section II-Experience | 15-17 |

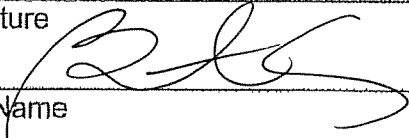
*List the page number in the proposal containing the proposer's experience.

- No. Proposer does not meet the experience requirement stated above.

2. The Proposer must provide copies of all "Satisfactory" California Highway Patrol Safety Compliance Inspections (or passed all reinspections) of the Proposer's maintenance facilities or terminals to be used for the proposed contract for the prior three 13-month inspections (California Vehicle Code 34501 [c]).

- Yes. Proposer does meet the minimum mandatory requirement stated above and has received a "**Satisfactory**" rating on the CHP's Safety Compliance Inspections (or passed all reinspections) of the Proposer's maintenance facilities or terminals to be used for the proposed contract for the prior three 13-month inspections.
- Proposer has received an "**Unsatisfactory**" rating on the CHP's Safety Compliance Inspections of the Proposer's maintenance facilities or terminals to be used for the proposed contract for the prior three 13-month inspections, however, has remedied the problem by means of receiving a "**Conditional**" or "**Satisfactory**" rating within the CHP's 120-day reinspection period and/or received a "**Conditional**" rating and upgraded to a "**Satisfactory**" rating within the CHP's 180-day reinspection period as evidenced by the CHP Safety Compliance Inspection reports attached to proposal.
- No. Proposer does not meet the minimum mandatory requirement stated above. Proposer has received an "**Unsatisfactory**" rating and **did not** upgrade the rating to a "**Conditional**" or "**Satisfactory**" within the CHP's 120-day reinspection periods and/or received a "**Conditional**" rating and **did not** upgrade the rating to "**Satisfactory**" within the CHP 180-day reinspection period, whether on the initial inspection or the CHP reinspection, the Proposer will have failed this criteria.

Proposer declares under penalty of perjury that the information stated above is true and accurate. Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected at the sole discretion of the County.

| | |
|--|--------------------------|
| Signature  | Title President & COO |
| Firm Name Bertha Aguirre | Date 06/13/16 |



**STATEMENT OF EQUIPMENT FORM
FOR FIXED ROUTE AND DIAL-A-RIDE TRANSIT SERVICES (2016-SQPA001)**

PROPOSER'S NAME: Empire Transportation, Inc.
 ADDRESS: 8800 Park Street, Bellflower, CA 90706
 TELEPHONE: 562.529.2676

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT THAT WILL BE DEDICATED AND/OR DESIGNATED PRIMARY BACKUP TO THIS SERVICE

Please list one (1) item per line; DO NOT submit an equipment list in your own format. This form may be reproduced in order to list all equipment.

| TYPE OF EQUIPMENT | MAKE OF EQUIPMENT | MODEL | YEAR | SERIAL NUMBER | CONDITION OF EQUIPMENT | SEATING | FUEL TYPE | LOCATION | DESIGNATION | |
|--|-------------------|-------|------|-------------------|------------------------|----------|-----------|----------|-------------|--------------------------------|
| | | | | | | | | | DEDICATED | Check one PRIMARY BACKUP |
| Minibus | Startrans | E-450 | 2011 | 1FDFE4FS7BDA72834 | GOOD | 18/2 W/C | cng | TBD | | ✓ |
| Minibus | Startrans | E-450 | 2011 | 1FDFE4FS0BDA73548 | GOOD | 21 | Unleaded | TBD | | ✓ |
| Minibus | El Dorado | E-450 | 2012 | 1FDAF5GYDEA64450 | GOOD | 28 | CNG | TBD | | ✓ |
| THE VEHICLES LISTED ABOVE ARE SAMPLES OF VEHICLES AVAILABLE TO BE ASSIGNED TO PROJECTS. EMPIRE'S FLEET CONSISTS OF 135 VEHICLES OF DIFFERENT SIZES. IF NONE OF THESE VEHICLES MEETS THE SPECIFICATIONS LISTED IN AN RFP, THEY WILL BE PURCHASED. | | | | | | | | | | |
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COUNTY OF LOS ANGELES LIVING WAGE PROGRAM
APPLICATION FOR EXEMPTION

The contract to be awarded pursuant to the County's solicitation is subject to the County of Los Angeles Living Wage Program (LW Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors must apply individually for consideration for an exemption from the LW Program. **To apply, Contractors must complete and submit this form with supporting documentation to the County after the Mandatory Proposers Conference by the due date set forth in the solicitation document.** Upon review of the submitted Application for Exemption, the County department will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the LW Program.

| | | | |
|--|-----------------------------------|--|--|
| Company Name: Empire Transportation, Inc. | | | |
| Company Address: 8800 Park Street | | | |
| City: Bellflower | | State: CA | Zip Code: 90706 |
| Telephone Number: 562.529.2676 | Facsimile Number: 562.529.2220 | Email Address: baguirre@emptransportation.com | |
| Awarding Department: | | | Contract Term: |
| Type of Service: | | | |
| Contract Dollar Amount: | | | Contract Number (if any): |
| My business has received an aggregate sum of less than \$25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount | | | <input type="checkbox"/> Yes <input type="checkbox"/> No |

I am requesting an exemption from the LW Program for the following reason(s) (*attach all documentation that supports your claim to this form*). Please check all that apply:

- My business is subject to a bona fide Collective Bargaining Agreement (*attach agreement*); **AND**
 - the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; **OR**
 - the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business' Collective Bargaining Agreement):

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

| | |
|-------------|--------|
| PRINT NAME: | TITLE: |
| SIGNATURE: | DATE: |



COUNTY OF LOS ANGELES

ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE FOR LIVING WAGE ORDINANCE AND CONTRACTOR NONRESPONSIBILITY DEBARMENT

The undersigned individual is the owner or authorized agent (Agent) of the business entity or organization ("Firm") identified below and makes the following statements on behalf of his or her Firm.

The Agent is required to check each of the following two boxes:

LIVING WAGE ORDINANCE:

The Agent has read the County's Living Wage Ordinance (Los Angeles County Code, Section 2.201.010 through 2.201.100), and understands that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

The Agent has read the County's Determinations of Contractor Nonresponsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understands that the Firm is subject to its terms.

LABOR LAW/PAYROLL VIOLATIONS:

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

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

- The Firm HAS NOT been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of the proposal; OR
- The Firm HAS been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of this proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

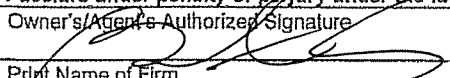
History of Determinations of Labor Law /Payroll Violations (Check One):

- There HAS BEEN NO determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; OR
- There HAS BEEN a determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation. I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) *(The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)*

HISTORY OF DEBARMENT (Check one):

- The Firm HAS NOT been debarred by any public entity during the past ten (10) years; OR
- The Firm HAS been debarred by a public entity within the past ten (10) years. Provide the pertinent information (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding) on the attached Labor/Payroll/Debarment History form.

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

| | |
|---|---|
| Owner's/Agent's Authorized Signature  | Print Name and Title Bertha Aguirre, President & COO |
| Print Name of Firm Empire Transportation, Inc. | Date 06/13/16 |



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

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

- An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.

A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.

A debarment by a public entity listed below within the past ten years.

| | |
|--|--|
| Print Name of Firm: Empire Transportation, Inc. | Print Name of Owner: Corporation |
| Print Address of Firm: 8800 Park Street | Owner's/AGENT's Authorized Signature: |
| City, State, Zip Code Bellflower, CA 90706 | Print Name and Title: Bertha Aguirre, President & COO |

| | |
|---|---|
| Public Entity Name | Labor Commissioner, Department of Industrial Relations |
| Public Entity Address: | Street Address: 300 Oceangate, Suite 302 |
| | City, State, Zip: Long Beach, CA 90802 |
| Case Number/Date Claim Opened: | Case Number: |
| | Date Claim Opened: 2014 |
| Name and Address of Claimant: | Name: Martha Solis |
| | Street Address: |
| | City, State, Zip: |
| Description of Work: (e.g., Janitorial) Dispatch Department Supervisor | |
| Description of Allegation and/or Violation: | Alleged that she was denied her lunch before the fifth hour of work. |
| | |
| | |
| Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.) | Company presented all the pertinent documentation and the case was settled. |
| | |

Additional Pages are attached for a total of 2 pages.

Direct any correspondence to:

LABOR COMMISSIONER, STATE OF CALIFORNIA
Department of Industrial Relations
Division of Labor Standards Enforcement
300 Beangate, Suite 302
Long Beach, CA 90802
Tel: (562) 590-5048 Fax: (562) 499-6467



PLAINTIFF: Martha Solis

DEFENDANT: Empire Transportation, Inc., a California Corporation
8800 Park Ave
Bellflower, CA 90706

State Case Number

NOTICE - INVESTIGATION COMPLETED


We have completed our investigation of the complaint made by the plaintiff shown above.

This is to advise you that no further action is contemplated by this office and we are closing our file.

This case is been settled. Therefore, we are closing our file.

RECEIVED
MAY 04 2015
BY: _____

Date: 4/30/2015

Esther 
Esther Espinoza Deputy Labor Commissioner
562-590-5456

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

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

- An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.


A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.

A debarment by a public entity listed below within the past ten years.

| | |
|--|--|
| Print Name of Firm: Empire Transportation, Inc. | Print Name of Owner: Corporation |
| Print Address of Firm: 8800 Park Street | Owner's/AGENT's Authorized Signature: |
| City, State, Zip Code Bellflower, CA 90706 | Print Name and Title: Bertha Aguirre, President & COO |

| | |
|--|---|
| Public Entity Name | Labor Commissioner, Department of Industrial Relations |
| Public Entity Address: | Street Address: 300 Oceangate, Suite 302 |
| | City, State, Zip: Long Beach, CA 90802 |
| Case Number/Date Claim Opened: | Case Number: |
| | Date Claim Opened: 2015 |
| Name and Address of Claimant: | Name: Hector Chavez |
| | Street Address: |
| | City, State, Zip: |
| Description of Work: (e.g., Janitorial) Mechanic | |
| Description of Allegation and/or Violation: | Alleged he was denied the required breaks and lunch times. |
| | |
| | |
| Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.) | Company presented all the pertinent documents and the case was settled. |
| | |
| | |

Additional Pages are attached for a total of 2 pages.

| | | |
|--|---|---|
| <i>Direct any correspondence to:</i> LABOR COMMISSIONER, STATE OF CALIFORNIA Department of Industrial Relations Division of Labor Standards Enforcement 300 Oceangate, Suite 302 Long Beach, CA 90802 Tel: (562) 590-5048 Fax: (562) 499-6467 | |  |
| PLAINTIFF: Hector Chavez | | |
| DEFENDANT: Empire Transportation Inc., a California Corporation 8800 Park Street Bellflower, CA 90706 | | |
| State Case Number | NOTICE - INVESTIGATION COMPLETED | |

We have completed our investigation of the complaint made by the plaintiff shown above.

This is to advise you that no further action is contemplated by this office and we are closing our file.

The case was settled and the defendant submitted full payment of the settlement amount to the plaintiff.

The case is therefore closed.

RECEIVED
 MAR 10 2016
 BY: _____

Date: 3/7/2016


Lilia Ponce

Lilia Ponce
 562-590-5455

Deputy Labor Commissioner



GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS

| | | |
|--|---|--|
| <p>COUNTY DETERMINATION</p> <p>Proposer Name: <u>Empire Transportation, Inc.</u></p> <p>Contracting Department: _____</p> <p>Department Contact Person: _____</p> <p>Phone: _____</p> | <p>RANGE OF DEDUCTION _____</p> <p>(Deduction is taken from the maximum evaluation points available)</p> | |
| | Proposer Fully Disclosed | Proposer <i>Did Not</i> Fully Disclose |
| <p>MAJOR</p> <p>County determination, based on the Evaluation Criteria, that proposer has a record of very serious violations.*</p> | <p>8 - 10%</p> <p>Consider investigating a finding of proposer non-responsibility**</p> | <p>16 - 20%</p> <p>Consider investigating a finding of proposer non-responsibility**</p> |
| <p>SIGNIFICANT</p> <p>County determination, based on the Evaluation Criteria, that proposer has a record of significant violations.*</p> | <p>4 - 7%</p> | <p>8 - 14%</p> <p>Consider investigating a finding of proposer non-responsibility**</p> |
| <p>MINOR</p> <p>County determination, based on the Evaluation Criteria, that proposer has a record of relatively minor violations.*</p> | <p>2 - 3%</p> | <p>4 - 6%</p> |
| <p>INSIGNIFICANT</p> <p>County determination, based on the Evaluation Criteria, that proposer has a record of very minimal violations.*</p> | <p>0 - 1%</p> | <p>1 - 2%</p> |
| <p>NONE</p> <p>County determination, based on the Evaluation Criteria, that proposer does not have a record of violations.*</p> | <p>0</p> | <p>N/A</p> |

Assessment Criteria

* A 'Labor Law/Payroll Violation' includes violations of any Federal, State or local statute, regulation or ordinance pertaining to wages, hours, working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination. The County may deduct points from a proposer's final evaluation score only for Labor Law/Payroll Violations with disposition by a public entity within the past three years of the date of the proposal.

The assessment and determination of whether a violation is major, significant, minor, or insignificant and the assignment of a percentage deduction shall include, but not be limited to, consideration of the following criteria and variables:

- Accuracy in self-reporting by proposer
- Health and/or safety impact
- Number of occurrences
- Identified patterns in occurrences
- Dollar amount of lost/delayed wages
- Assessment of any fines and/or penalties by public entities
- Proportion to the volume and extent of services provided, e.g., number of contracts, number of employees, number of locations, etc.

** County Code Title 2, Chapter 2.202.030 sets forth criteria for making a finding of contractor non-responsibility which are not limited to the above situations.

PROPOSER'S EMPLOYEE BENEFITS

Proposer: Empire Transportation, Inc.

Name of Proposer's Health Plan: Kaiser Permanente Date: 06/13/16

Medical Insurance/Health Plan:

Employer Pays \$ 0 Employee Pays \$ 482.56 Total Mo. Premium \$ 482.56

Annual Deductible
Employee \$ 1,500 Family \$ 3,000

Coverage (√)

- Hospital Care (In Patient Out Patient)
- X-Ray and Laboratory
- Surgery
- Office Visits
- Pharmacy
- Maternity
- Mental Health/Chemical Dependency, In Patient
- Mental Health/Chemical Dependency, Out Patient

Dental Insurance:

Employer Pays \$ 0 Employee Pays \$ 36.45 Total Mo. Premium \$ 36.45

Life Insurance:

Employer Pays \$ 0 Employee Pays \$ 15.00 Total Mo. Premium \$ 15.00

Vacation:

Number of Days 3 and

Any increase after 2 years of employment, number of days or hours 3

Sick Leave:

Number of Days 3 and

Any increase after 0 years of employment, number of days or hours 0

Holidays:

Number of Days 7 per year

Retirement:

Employer Pays \$ 0 Employee Pays \$ 0 Total Premium \$ 0



**FORM LW-9
WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS**

INSTRUCTIONS

The contractor selected through this RFSQ process will be required to comply with the State and Fair labor regulations and record keeping requirements. The objective of this questionnaire is to determine the appropriateness, scope, and suitability of the procedures the Proposer uses and the internal controls in place to ensure compliance with State and Federal labor regulations and record keeping requirements. In order to appropriately evaluate this area (Part 1, Section 4.D, Evaluation Criteria), it is critical that the Proposer submit a detailed description of the processes and the steps associated with those processes.

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

**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 ATTACH NUMBERED RESPONSES IF MORE SPACE 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 at 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 employee's shift to have started? At a central site or upon arrival at the work location?</p> | <p>Hours worked are tracked using a database program called TimeForce. Each employee clocks in and out electronically either using a web-enabled mobile phone or a computer with internet access. The schedule for each employee is also built into the database so that managers can easily note potential errors in punches. These time punches are reviewed daily by the manager for each employee to ensure the accuracy of the hours worked as well as to ensure that employees have clocked in and out correctly and that missed punches are corrected in a timely manner.</p> |

| | |
|---|---|
| <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>We have no employees who report to work and then travel to their worksite. All employees begin their shift on-site where the revenue vehicle is parked for their work location.</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 those records?</p> <p>3.7 Are they used as a source document to create Proposer's payroll?</p> <p>3.8 <u>ATTACH COPIES OF THESE RECORDS.</u></p> | <p>3.1 All records created and documenting hours worked by an employee are produced electronically according to the times the employee clocks in and out. When an employee enters a time-punch, they will enter their employee ID and the number of the contract they are working for and submit the punch to the server for processing. The server will time-stamp the punch and process the numbers to determine the identity of the employee and of the contract. Once processing is complete, the server sends the information back to the device from which the employee entered the information and shows them the time for their information.</p> <p>3.2 All records related to hours worked are stored electronically on the server hosting TimeForce and backed up as with all other server data. In addition a hard copy is given to the employee at the end of a pay cycle by the employee's manager. The employee signs the time sheet or identifies errors, which are then investigated by the manager.</p> <p>3.3 The electronic records are maintained automatically in real-time by the server. The hard copies are printed at the end of each semi-monthly pay period and filed at our main office.</p> <p>3.4 The initial creation of the electronic records is, as previously mentioned, performed by the server based on information submitted by the employee.</p> <p>3.5 The records produced by the server are checked for accuracy daily by the manager responsible for the employee. At the conclusion of the pay period, a timecard is printed from TimeForce for each employee and given to them for</p> |

| | |
|---|--|
| | <p>review. If the employee has any issues with missed time, forgotten punches, etc. or sees another problem he or she is able to raise the issue with their manager prior to their check being generated. Once the employee has reviewed the timecard, and signed it, the time card is returned to their manager.</p> <p>3.6 At the conclusion of every pay period, each manager checks the final day for each employee during that pay period and verifies the accuracy of the semi-monthly period per employee. This is accomplished by marking the verification checkbox in the web browser-based interface. TimeForce then indicates that the record was reviewed and verified and provides the name of the manager who performed the verification. Verifications occur after the printed timecard has been returned with the employee's signature.</p> <p>3.7 Once verified the records are imported into QuickBooks and used as the basis for every employee's paycheck.</p> |
| <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 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>As described previously, all records pertaining to hours are based solely on hours worked and are created primarily on information submitted to TimeForce by the employee themselves. Timecards are printed and signed by the employee prior to issuance of their paycheck</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</p> | <p>Meal periods are built into each employee's schedule. The employees clock out and in directly on their Sprint phone and the information is retained in our records and available for audit. In transit service there is a relief driver who takes over the vehicle to make these lunch breaks available. These reliefs are also documented on trip sheets. In terms of other breaks, the California State Labor Board has accepted the make up time in the transit schedule as available break time as long as the employee</p> |

| | |
|--|--|
| <p>occurred?</p> <p>5.3 If so, who prepares, reviews, and approves such documentation?</p> | <p>has the ability to attend to personal needs during these periods.</p> <p>Payroll entries are made directly by the worker and audited by the supervisor and payroll coordinator. Worker then approves the final time sheet in writing.</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 the employee paid (e.g. manually issued check, 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 SHOWS DEDUCTION CATEGORIES (COVER UP OR BLOCK OUT BANK ACCOUNT INFORMATION AND ANY ANY EMPLOYEE INFORMATION).</u></p> | <p>The hours maintained and entered into TimeForce for every employee can be accessed by the payroll department at all times. After verification by the managers, the payroll department imports the hours worked into QuickBooks from TimeForce. The payroll department makes any necessary entries into employee records with regard to required deductions (such as wage garnishments, changed tax status, etc.) applicable to the period and verifies the data prior to check issuance. The payroll department then processes the information and creates checks. For those employees who use direct deposit, the information is submitted to the employee's bank and a check stub is printed and delivered to the employee. Checks for employees who are not enrolled in direct deposit have their check delivered to them by their manager. Every employee will receive a single check reflecting hours worked at straight wages and overtime wages. All deductions and wages are itemized on the check stub</p> <p>A copy of two pay checks with the applicable "Time Card" which explains the basis for the pay are attached to this form.</p> |
| <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 (ie., 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>We do not use a manual payroll system.</p> |

8. AUTOMATED PAYROLL SYSTEM

- 8.1 If the Proposer uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll.
- 8.2 If the employee has multiple wage rates (i.e. County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), How does the automated payroll system calculate total wages paid?
- 8.3 Is the calculation embedded in the software program or does someone have to override the system to perform the calculation?

As described previously we use the automated system TimeForce for recording an employee's hours. Checks are issued in-house using the import of TimeForce information into Quick Books.

At this time, should any employee work at multiple rates during a work week, over time is paid based on the higher of the rates.

9. TRAVEL TIME

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

9.1 Travel time is rarely an issue, as drivers report to a regular work place and begin the driving assignment from that location.

9.2 Due to the rare occurrence of travel time, should it occur the travel time is paid at regular rate.

9.3 County staff employees are not assigned to work for other services on a regular basis. Should there be a shortage of drivers and a County worker is assigned to temporarily cover on another service, the employee would be paid at their regular County Living Wage rate. Only in the case of an employee who is permanently transferred to another service either by request of the employee or County staff, would the employee's wage rate be changed.

We do not have the situations described in 9.3.a or 9.3.b.

10. OVERTIME

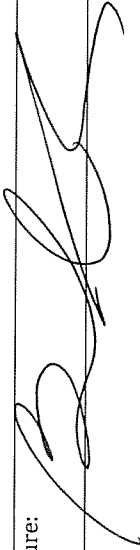
10.1 How does the Proposer calculate overtime wages?

10.2 What if the employee has multiple wage rates?

There are two earnings statements with time sheets attached. The first reflects a driver who has a C license and non-exempt employees. C drivers, like almost all employees in California, are subject to daily overtime, ie. overtime after eight hours worked in a day. The Total Hours, broken down by day show the daily allowed and then the overtime hours per day. The earnings statement again shows the hours paid at regular rate, and then separately the hours paid at 1.5x rate.

The second earnings statement is for a driver with a B license. These drivers are an exception to daily overtime as set forth in the Transportation Wage Order. The exception is necessary due to the fact that the B license and the hours worked by B license drivers are subject to federal law and the regulation of the USDOT. As such A and B license drivers are paid overtime AFTER 40 hours worked in a week. Therefore on the attached time sheet, the employee's 8.5 hours on a Monday are all shown as regular hours, but on Friday when the employee 8 hours, 7.5 show as regular and .5 show as over time. This is because on that Friday the employee went over the allowed 40 hours in the week.

Print Name: **Bertha Aguirre**

Signature: 

Company: **Empire Transportation, Inc.**

Date: **06/13/16**

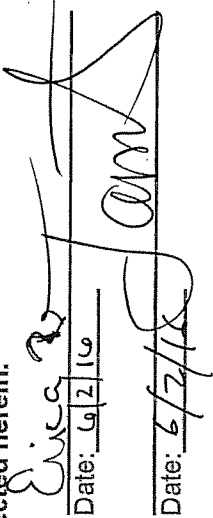
GOMEZ, ERICA R.

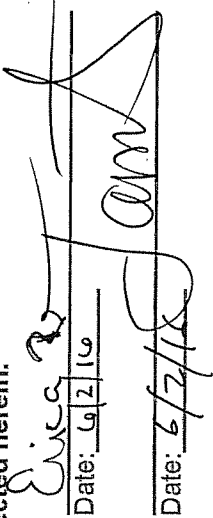
Department: BASE

Date Range: 5/16/2016 - 5/31/2016

| Date | Mon 16 | Tue 17 | Wed 18 | Thu 19 | Fri 20 | Sat 21 | Sun 22 | Mon 23 | Tue 24 | Wed 25 | Thu 26 | Fri 27 | Sat 28 | Sun 29 | Mon 30 | Tue 31 | 16 Day Total | | | |
|---------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|---------------------------|--------------|----------------------|-------|
| | 07:00 | 07:00 | 07:00 | 07:00 | 09:00 | | | 07:00 | 07:00 | 07:00 | 07:00 | 07:00 | | | | | 07:00 | | | |
| | 09:48 | 09:48 | 09:53 | 10:43 | 11:45 | | | 10:10 | 10:05 | 10:13 | 09:57 | 10:25 | | | | | 10:28 | | | |
| | 09:57 | 09:58 | 10:02 | 10:50 | 11:55 | | | 10:20 | 10:14 | 10:22 | 10:06 | 10:36 | | | | | 10:37 | | | |
| | 12:15 | 12:15 | 12:30 | 12:30 | 13:30 | | | 12:15 | 12:15 | 12:15 | 12:00 | 12:00 | | | | | 12:30 | | | |
| | 13:15 | 13:15 | 13:30 | 13:30 | 14:30 | | | 13:15 | 13:15 | 13:15 | 13:00 | 13:00 | | | | | 13:30 | | | |
| | 15:27 | 15:37 | 15:15 | 15:39 | 15:22 | | | 14:54 | 15:29 | 14:57 | 15:24 | 15:02 | | | | | 15:29 | | | |
| | 15:37 | 15:44 | 15:22 | 15:48 | 15:32 | | | 15:06 | 15:42 | 15:09 | 15:33 | 15:10 | | | | | 15:41 | | | |
| | 16:15 | 16:15 | 16:15 | 16:00 | 12:00 | | | 16:15 | 16:00 | 16:15 | 16:15 | 16:15 | | | | | 16:00 | | | |
| Total Hours | 8.25 | 8.25 | 10.25 | 8.00 | 8.00 | | | 8.25 | 8.00 | 8.25 | 8.25 | 8.25 | | | | | 8.00 | 91.75 | | |
| Reg | 8.00 | 8.00 | 8.00 | 8.00 | 8.00 | | | 8.00 | 8.00 | 8.00 | 8.00 | 8.00 | | | | | 8.00 | 88.00 | | |
| OT1 | 0.25 | 0.25 | 2.25 | 0.00 | 0.00 | | | 0.25 | 0.00 | 0.25 | 0.25 | 0.25 | | | | | 0.00 | 3.75 | | |
| Department | | | | | | | | | | | | | | | | | | | | |
| BASE | 8.25 | 8.25 | 10.25 | 8.00 | 8.00 | | | 8.25 | 8.00 | 8.25 | 8.25 | 8.25 | | | | | 8.00 | 91.75 | | |
| Worked Last 8 Days | 48.25 | 48.50 | 50.75 | 50.75 | 50.75 | 42.75 | 42.75 | 51.00 | 50.75 | 50.75 | 48.75 | 49.00 | 41.00 | 41.00 | 41.00 | 41.00 | 40.75 | | | |
| | | | | | | | | | | | | | | | | | Total Worked Hours | 91.75 | Regular Hours | 88.00 |
| | | | | | | | | | | | | | | | | | Grand Total Hours | 91.75 | Overtime | 3.75 |

I certify, under the penalty of perjury in the State of California, that the foregoing times are correct and that all times worked, including all meal periods, are reflected herein.

Employee Signature:  Date: 6/2/16

Supervisor Signature:  Date: 6/2/16

Empire Transportation, Inc.
 8800 Park Street
 Bellflower, CA 90706

Erica R. Gomez

| Employee Pay Stub | | Check number: | | Pay Period: 05/16/2016 - 05/31/2016 | | Pay Date: 06/07/2016 | | |
|----------------------------|--------|--------------------|------------------|-------------------------------------|---------------|----------------------|----------|-----------|
| Employee | SSN | Status (Fed/State) | Allowances/Extra | | | | | |
| Erica R. Gomez, | ***.** | Single/Single | | | | | | |
| Earnings and Hours | Qty | Rate | Current | YTD Amount | Paid Time Off | Earned | YTD Used | Available |
| Clerical Hourly Wage | 88.00 | 19.00 | 1,672.00 | 17,617.75 | Sick | 0.00 | | 48.00 |
| Clerical OT Wage | 3.75 | 28.50 | 106.88 | 1,432.15 | Vacation | 0.00 | | -8.00 |
| Holiday Pay - Clerical HW | 8.00 | 19.00 | 152.00 | 152.00 | | | | |
| Holiday Hourly Wages | | | | 304.00 | | | | |
| Clerical D.T. Wage | | | | 9.50 | | | | |
| Clerical Vacation | | | | 1,368.00 | | | | |
| Sick Pay | | | | 304.00 | | | | |
| | 99.75 | | 1,930.88 | 21,187.40 | | | | |
| Deuctions From Gross | | | Current | YTD Amount | | | | |
| Medical Post-Tax | | | -3.37 | -37.07 | | | | |
| Taxes | | | Current | YTD Amount | | | | |
| Medicare Employee Addl Tax | | | 0.00 | 0.00 | | | | |
| Federal Withholding | | | -104.00 | -438.00 | | | | |
| Social Security Employee | | | -119.51 | -1,311.32 | | | | |
| Medicare Employee | | | -27.95 | -306.68 | | | | |
| CA - Withholding | | | -22.04 | -106.13 | | | | |
| CA - Disability Employee | | | -17.34 | -190.35 | | | | |
| | | | -290.84 | -2,352.48 | | | | |
| Adjustments to Net Pay | | | Current | YTD Amount | | | | |
| Medical Pre-Tax | | | -52.83 | -581.13 | | | | |
| Net Pay | | | 1,583.84 | 18,216.72 | | | | |

Date Range: 4/16/2016 - 4/30/2016

Department: Whittier Dial-A-Ride Supervisor: Ashghian, Ana Angelica

| Date | Sat 16 | Sun 17 | Mon 18 | Tue 19 | Wed 20 | Thu 21 | Fri 22 | Sat 23 | Sun 24 | Mon 25 | Tue 26 | Wed 27 | Thu 28 | Fri 29 | Sat 30 | 15 Day Total | |
|----------------------|--------|----------------------------------|--------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|--------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|--------|--------------|------------------------|
| Punches | | 08:15 11:30 12:00 15:15 | | 06:00 11:15 11:45 16:06 | 05:57 10:15 10:45 14:30 | 07:00 10:57 11:30 15:30 | 05:57 11:15 11:45 16:03 | | 08:15 11:30 12:00 16:06 | 05:57 10:00 10:33 16:09 | 06:30 10:18 11:15 16:12 | 06:00 10:27 10:57 16:15 | 06:30 10:30 11:00 16:36 | 06:03 11:00 11:30 14:33 | | | 94.80 85.80 9.00 |
| Total Hours | | 6.50 | | 9.60 | 8.05 | 7.95 | 9.60 | | 7.35 | 9.65 | 8.75 | 9.75 | 9.60 | 8.00 | | | 94.80 |
| Reg | | 6.50 | | 8.00 | 8.00 | 7.95 | 8.00 | | 7.35 | 8.00 | 8.00 | 8.00 | 8.00 | 8.00 | | | 85.80 |
| OT1 | | 0.00 | | 1.60 | 0.05 | 0.00 | 1.60 | | 0.00 | 1.65 | 0.75 | 1.75 | 1.60 | 0.00 | | | 9.00 |
| Department | | | | | | | | | | | | | | | | | |
| Whittier Dial-A-Ride | | 6.50 | | 9.60 | 8.05 | 7.95 | 9.60 | | 7.35 | 9.65 | 8.75 | 9.75 | 9.60 | 8.00 | | | 94.80 |
| Worked Last 8 Days | 42.35 | 48.85 | 43.15 | 52.75 | 51.70 | 50.35 | 50.55 | 41.70 | 49.05 | 52.20 | 60.95 | 61.10 | 62.65 | 62.70 | 53.10 | | 94.80 |

| | |
|--------------------|-------|
| Total Worked Hours | 94.80 |
| Grand Total Hours | 94.80 |

I certify, under the penalty of perjury in the State of California, that the foregoing times are correct and that all times worked, including all meal periods, are reflected herein.

Employee Signature: _____ Date: 5/13/16

Supervisor Signature: _____ Date: 5/13/16

Empire Transportation, Inc.
 8800 Park Street
 Bellflower, CA 90706

Cesar Colis

 Employee Pay Stub Check number: Pay Period: 04/16/2016 - 04/30/2016 Pay Date: 05/06/2016

Employee SSN
 Cesar Colis, ***-**-****

| Earnings and Hours | Qty | Rate | Current | YTD Amount | Paid Time Off | Earned | YTD Used | Available |
|----------------------------|-------|-------|-----------------|-----------------|---------------|--------|----------|-----------|
| Driver Hourly Wage | 85.80 | 11.84 | 1,015.87 | 8,624.52 | Sick | 0.00 | | -39.00 |
| Driver OT Hourly Wage | 9.00 | 17.76 | 159.84 | 967.30 | Vacation | 0.00 | | -8.00 |
| Holiday Hourly Wages | | | | 189.44 | | | | |
| Training Hourly Wages | | | | 11.84 | | | | |
| Driver Vacation Wages | | | | 94.72 | | | | |
| Hourly Birthday Wages | | | | 94.72 | | | | |
| Sick Pay | | | | 226.88 | | | | |
| Sk Meal Period | | | | 82.88 | | | | |
| | 94.80 | | 1,175.71 | 10,292.30 | | | | |
| Taxes | | | Current | YTD Amount | | | | |
| Medicare Employee Addl Tax | | | 0.00 | 0.00 | | | | |
| Federal Withholding | | | -65.00 | -533.00 | | | | |
| Social Security Employee | | | -72.89 | -638.12 | | | | |
| Medicare Employee | | | -17.05 | -149.24 | | | | |
| CA - Withholding | | | -9.97 | -77.60 | | | | |
| CA - Disability Employee | | | -10.58 | -92.63 | | | | |
| | | | -175.49 | -1,490.59 | | | | |
| Net Pay | | | 1,000.22 | 8,801.71 | | | | |

GOMEZ, LYDIA

Department: East LA Dial-A-Ride


Date Range: 4/16/2016 - 4/30/2016


Supervisor: Asheghian, Ana Angelica

| Date | Sat 16 | Sun 17 | Mon 18 | Tue 19 | Wed 20 | Thu 21 | Fri 22 | Sat 23 | Sun 24 | Mon 25 | Tue 26 | Wed 27 | Thu 28 | Fri 29 | Sat 30 | Total |
|---------------------|--------|----------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|--------|--------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|--------|-------|
| Punches | | 08:09 14:09 | 07:12 10:45 11:15 16:24 | 07:12 10:30 11:00 16:32 | 07:12 10:30 11:00 16:18 | 07:12 10:30 11:00 15:20 | 06:42 10:46 11:16 16:06 | 06:42 | | 06:43 10:16 10:47 15:46 | 07:12 11:14 11:44 16:43 | 06:42 10:00 10:59 15:32 | 07:12 10:15 11:15 16:20 | 07:12 10:45 11:15 15:34 | 07:12 | 91.07 |
| Total Hours | | 7.00 | 8.70 | 8.83 | 8.60 | 7.63 | 8.90 | | | 8.53 | 9.02 | 7.85 | 8.13 | 7.87 | | 91.07 |
| Reg | | 1.00 | 8.70 | 8.83 | 8.60 | 7.63 | 6.23 | | | 8.53 | 9.02 | 7.85 | 8.13 | 6.47 | | 81.00 |
| OT1 | | 6.00 | 0.00 | 0.00 | 0.00 | 0.00 | 2.67 | | | 0.00 | 0.00 | 0.00 | 0.00 | 1.40 | | 10.07 |
| Department | | | | | | | | | | | | | | | | |
| East LA Dial-A-Ride | | 7.00 | 8.70 | 8.83 | 8.60 | 7.63 | 8.90 | | | 8.53 | 9.02 | 7.85 | 8.13 | 7.87 | | 91.07 |
| Absences | | | | | | | | | | | | | | | | |
| Skipped Meal Period | | 1.00 | | | | | | | | | | | | | | 1.00 |
| Worked Last 8 Days | 43.98 | 49.98 | 58.68 | 59.07 | 58.55 | 57.07 | 56.68 | 48.67 | 48.67 | 51.20 | 51.52 | 50.53 | 50.07 | 50.30 | 41.40 | |

| | |
|--------------------|-------|
| Total Worked Hours | 90.07 |
| Paid Absences | 1.00 |
| Grand Total Hours | 91.07 |

I certify, under the penalty of perjury in the State of California, that the foregoing times are correct and that all times worked, including all meal periods, are reflected herein.

Employee Signature:  Date: 5/3/16

Supervisor Signature:  Date: 5/3/16

Empire Transportation, Inc.
 8800 Park Street
 Bellflower, CA 90706

Lydia Gomez

| Employee Pay Stub | | Check number | Pay Period: 04/16/2016 - 04/30/2016 | | Pay Date: 05/06/2016 | | | |
|----------------------------|-------|--------------|-------------------------------------|-----------------|----------------------|--------|----------|-----------|
| Employee | | SSN | | | | | | |
| Lydia Gomez, | | ***_** | | -- | | | | |
| Earnings and Hours | Qty | Rate | Current | YTD Amount | Paid Time Off | Earned | YTD Used | Available |
| Driver OT Hourly Wage | 10.07 | 17.76 | 178.78 | 1,709.70 | Sick | 0.00 | | -56.00 |
| Driver Hourly Wage | 80.00 | 11.84 | 947.20 | 8,969.04 | Vacation | 0.00 | | -36.58 |
| Skipped Meal Period | 1.00 | 11.84 | 11.84 | 118.40 | | | | |
| Holiday Hourly Wages | | | | 189.44 | | | | |
| Training Hourly Wages | | | | 11.84 | | | | |
| Driver Vacation Wages | | | | 54.27 | | | | |
| Sick Pay | | | | 94.72 | | | | |
| | 91.07 | | 1,137.82 | 11,147.41 | | | | |
| Taxes | | | Current | YTD Amount | | | | |
| Medicare Employee Addl Tax | | | 0.00 | 0.00 | | | | |
| Federal Withholding | | | -137.00 | -1,369.00 | | | | |
| Social Security Employee | | | -70.55 | -691.14 | | | | |
| Medicare Employee | | | -16.50 | -161.64 | | | | |
| CA - Withholding | | | -21.99 | -237.33 | | | | |
| CA - Disability Employee | | | -10.24 | -100.33 | | | | |
| | | | -256.28 | -2,559.44 | | | | |
| Net Pay | | | 881.54 | 8,587.97 | | | | |

GUTIERREZ MARTINEZ, NOEMI
Department: Whittier Dial-A-Ride

Date Range: 4/16/2016 - 4/30/2016

Supervisor: Asheghian, Ana Angelica

| Date | Sat 16 | Sun 17 | Mon 18 | Tue 19 | Wed 20 | Thu 21 | Fri 22 | Sat 23 | Sun 24 | Mon 25 | Tue 26 | Wed 27 | Thu 28 | Fri 29 | Sat 30 | 15 Day Total | |
|-----------------------------|--------|--------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|--------|--------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|--------|--------------|------------------------|
| Punches | | | 06:30 10:30 11:00 14:59 | 06:31 11:01 11:32 15:16 | 06:30 11:40 12:10 15:24 | 06:25 09:51 10:21 15:00 | 06:32 11:15 11:45 16:19 | | | 06:00 10:35 11:05 15:35 | 06:04 10:15 11:15 14:51 | 06:15 10:30 11:01 15:02 | 06:30 10:32 11:02 15:03 | 06:30 10:50 11:20 16:18 | | | |
| Total Hours | | | 7.98 7.98 0.00 | 8.23 8.23 0.00 | 8.40 8.40 0.00 | 8.08 8.08 0.00 | 9.28 7.30 1.98 | | | 9.08 9.08 0.00 | 7.78 7.78 0.00 | 8.27 8.27 0.00 | 8.05 8.05 0.00 | 9.30 6.82 2.48 | | | 84.47 80.00 4.47 |
| Department | | | | | | | | | | | | | | | | | |
| City of Bellflower | | | | 8.23 | | | 9.28 | | | | | | | | | | |
| Whittier Dial-A-Ride | | | 7.98 | | 8.40 | 8.08 | | | | 9.08 | 7.78 | 8.27 | 8.05 | 9.30 | | | 17.52 |
| Worked Last 8 Days | 42.37 | 42.37 | 50.35 | 50.53 | 50.67 | 51.58 | 49.97 | 41.98 | 41.98 | 51.07 | 50.87 | 50.90 | 50.55 | 51.77 | 42.48 | | 66.95 |

| | |
|--------------------|-------|
| Total Worked Hours | 84.47 |
| Grand Total Hours | 84.47 |
| Regular Hours | 80.00 |
| Overtime 1 | 4.47 |

I certify, under the penalty of perjury in the State of California, that the foregoing times are correct and that all times worked, including all meal periods, are reflected herein.

Employee Signature: *Noemi Gutierrez*
Date: 5/3/16

Supervisor Signature: *[Signature]*
Date: 5/3/16

Empire Transportation, Inc.
 8800 Park Street
 Bellflower, CA 90706

Noemi Gutierrez Martinez

Employee Pay Stub Check number Pay Period: 04/16/2016 - 04/30/2016 Pay Date: 05/06/2016

Employee SSN
 Noemi Gutierrez Martinez, ***-**-****

| Earnings and Hours | Qty | Rate | Current | YTD Amount | Paid Time Off | Earned | YTD Used | Available |
|--------------------------------|-------|-------|---------------|-----------------|---------------|--------|----------|-----------|
| Driver Hourly Wage | 80.00 | 11.84 | 947.20 | 8,768.15 | Sick | 0.00 | | -144.00 |
| Driver OT Hourly Wage | 4.47 | 17.76 | 79.32 | 388.94 | Vacation | 0.00 | | -176.00 |
| Holiday Hourly Wages | | | | 189.44 | | | | |
| Training Hourly Wages | | | | 11.84 | | | | |
| Driver Vacation Wages | | | | 189.44 | | | | |
| Health Insurance (Company p... | | | | 75.00 | | | | |
| Sick Pay | | | | 94.72 | | | | |
| Skipped Meal Period | | | | 11.84 | | | | |
| | 84.47 | | 1,026.52 | 9,729.37 | | | | |
| Taxes | | | Current | YTD Amount | | | | |
| Medicare Employee Addl Tax | | | 0.00 | 0.00 | | | | |
| Federal Withholding | | | 0.00 | -717.00 | | | | |
| Social Security Employee | | | -63.64 | -603.22 | | | | |
| Medicare Employee | | | -14.89 | -141.08 | | | | |
| CA - Withholding | | | -12.10 | -130.49 | | | | |
| CA - Disability Employee | | | -9.23 | -87.56 | | | | |
| | | | -99.86 | -1,679.35 | | | | |
| Net Pay | | | 926.66 | 8,050.02 | | | | |



APPENDIX

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
**SAFETY COMPLIANCE REPORT/
TERMINAL RECORD UPDATE**
CHP 343 (Rev 6-10) OPI 062

Page 1 of _____ pages

| | | | | |
|---|---------------------|----------------------------|----------------------|----------------|
| NEW TERMINAL INFORMATION <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | CA NUMBER 326916 | FILE CODE NUMBER 245940 | COUNTY CODE 19 | BED |
| TERMINAL TYPE <input type="checkbox"/> Truck <input checked="" type="checkbox"/> Bus | CODE T | OTHER PROGRAM(S) B, 1 | LOCATION CODE 550 | SUBAREA S44 |

| | |
|---|---|
| TERMINAL NAME EMPIRE TRANSPORTATION INC | TELEPHONE NUMBER (W/ AREA CODE) 562-529-2676 |
|---|---|

| |
|--|
| TERMINAL STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE) 8800 PARK ST, BELLFLOWER, CA 90706 |
|--|

| | |
|---|--|
| MAILING ADDRESS (NUMBER, STREET, CITY, STATE, ZIP CODE) (IF DIFFERENT FROM ABOVE) 8800 PARK ST, BELLFLOWER, CA 90706 | INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY) 8800 PARK ST, BELLFLOWER, CA 90706 |
|---|--|

LICENSE, FLEET AND TERMINAL INFORMATION

| | | | | | | | |
|--------------------|----------------------|---------------------|-------------------------|---------------------------|-------------------------------|---|-----------------------|
| HM LIC. NO. N/A | HWT. REG. NO. N/A | IMS LIC. NO. N/A | TRUCKS AND TYPES 1-V | TRAILERS AND TYPES N/A | BUSES BY TYPE I- 55 II- 17 | DRIVERS 81 | BIT FLEET SIZE N/A |
| EXP. DATE N/A | EXP. DATE N/A | EXP. DATE N/A | REG. CT N/A | HW VEH. N/A | HW CONT. N/A | PPB / CSAT <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |

| | |
|---|--|
| CONSOLIDATED TERMINALS <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | FILE CODE NUMBER OF CONSOLIDATED TERMINALS AND DIVISION LOCATIONS BY NUMBER (Use Remarks for Additional FCNS) N/A |
|---|--|

EMERGENCY CONTACTS (In Calling Order of Preference)

| | | |
|---|--|------------------------------------|
| EMERGENCY CONTACT (NAME) BERTHA AGUIREE | DAY TELEPHONE NO. (W/ AREA CODE) 562-529-2676 EXT 144 | NIGHT TELEPHONE NO. (W/ AREA CODE) |
| EMERGENCY CONTACT (NAME) JOSE GUZMAN | DAY TELEPHONE NO. (W/ AREA CODE) 562-529-2676 EXT 126 | NIGHT TELEPHONE NO. (W/ AREA CODE) |

ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL LAST YEAR [2015]

| | | | | | | | | |
|---|--|---|---|--|--|--|---|---|
| <input type="checkbox"/> A UNDER 15,000 | <input type="checkbox"/> B 15,001 - 50,000 | <input type="checkbox"/> C 50,001 - 100,000 | <input checked="" type="checkbox"/> D 100,001 - 500,000 | <input type="checkbox"/> E 500,001 - 1,000,000 | <input type="checkbox"/> F 1,000,001 - 2,000,000 | <input type="checkbox"/> G 2,000,001 - 5,000,000 | <input type="checkbox"/> H 5,000,001 - 10,000,000 | <input type="checkbox"/> I MORE THAN 10,000,000 |
|---|--|---|---|--|--|--|---|---|

OPERATING AUTHORITIES OR PERMITS

| | | | |
|---|---|---|---|
| PUC <input type="checkbox"/> T <input checked="" type="checkbox"/> N/A | <input checked="" type="checkbox"/> TCP <input type="checkbox"/> PSC 21507 | MOTOR CARRIER OF PROPERTY PERMIT ACTIVE <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | IMS FITNESS EVALUATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| USDOT US DOT NUMBER 2731988 | <input type="checkbox"/> MC <input type="checkbox"/> MX N/A | <input type="checkbox"/> MC <input type="checkbox"/> MX N/A | REASON FOR INSPECTION ANNUAL TOUR BUS TERMINAL INSPECTION |

| | | | | | | |
|----------------------------|--|--|--------------------------------------|--|-------------------------|-----------------|
| INSPECTION FINDINGS | INSPECTION RATINGS: S = Satisfactory U = Unsatisfactory C = Conditional UR = Unrated N/A = Not Applicable | | | | | |
| REQUIREMENTS | VIOL | MAINTENANCE PROGRAM | DRIVER RECORDS | REG. EQUIPMENT | HAZARDOUS MATERIALS | TERMINAL |
| MAINTENANCE PROGRAM | 1 | 1 S 2 S 3 S 4 S | 1 S 2 S 3 S 4 S | 1 S 2 S 3 S 4 S | 1 N/A 2 N/A 3 N/A 4 N/A | 1 S 2 S 3 S 4 S |
| DRIVER RECORDS | 0 | No. 14 Time | No. 15 Time | No. 14 Time | TIME N/A | TOTAL TIME |
| DRIVER HOURS | 1 | HAZARDOUS MATERIALS <input checked="" type="checkbox"/> No H/M Transported <input type="checkbox"/> No H/M violations noted | CONTAINERS/TANKS No. N/A Time N/A | VEHICLES PLACED OUT-OF-SERVICE Vehicles N/A Units N/A | | |
| BRAKES | 0 | REMARKS | | | | |
| LAMPS & SIGNALS | 1 | | | | | |
| CONNECTING DEVICES | N/A | | | | | |
| STEERING & SUSPENSION | 1 | | | | | |
| TIRES & WHEELS | 1 | | | | | |
| EQUIPMENT REQUIREMENTS | 8 | | | | | |
| CONTAINERS & TANKS | N/A | | | | | |
| HAZARDOUS MATERIALS | N/A | | | | | |

| | | | | | | | |
|--|--|--|-------------------------------------|---|--|---------|----------|
| BIT <input type="checkbox"/> I <input type="checkbox"/> R <input checked="" type="checkbox"/> | NON - BIT <input checked="" type="checkbox"/> | FEES DUE <input type="checkbox"/> Yes <input type="checkbox"/> No | CHP 345 <input type="checkbox"/> | CHP 100D COL. <input type="checkbox"/> | INSPECTION DATE(S) 05-02-2016, 05-03-2016 | TIME IN | TIME OUT |
|--|--|--|-------------------------------------|---|--|---------|----------|

| | | |
|--|------------------------|---|
| INSPECTED BY (NAME(S)) S.MIDDLEBROOKE | ID NUMBER(S) A13337 | SUSPENSE DATE <input checked="" type="checkbox"/> Auto <input type="checkbox"/> None |
|--|------------------------|---|

MOTOR CARRIER CERTIFICATION

I hereby certify that all violations described hereon and recorded on the attached pages (2 through _____), will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the Motor Carrier Safety Unit Supervisor at 323-644-5557 within 5 calendar days of the rating.

| | | |
|---|--|-----------------------------|
| CURRENT TERMINAL RATING SATISFACTORY | CARRIER REPRESENTATIVE'S SIGNATURE | DATE 5/3/2016 |
| CARRIER REPRESENTATIVE'S PRINTED NAME JOSE GUZMAN | TITLE SAFETY MANAGER | DRIVER LICENSE NUMBER STATE |

California Highway Patrol

| | | |
|--|-----------------|---|
|  | US DOT # | Legal: EMPIRE TRANSPORTATION INC |
| | 2731988 | Operating (DBA): |

VC/MX #: **State #:** 326916 **Federal Tax ID:**

Review Type: Non-ratable Review - Special Study

Scope: Terminal **Location of Review/Audit:** Company facility in the U. S. **Territory:** C

| | | | |
|------------------------|-------------------|-------------------|--|
| Operation Types | Interstate | Intrastate | Business: Corporation Gross Revenue: for year ending: |
| Carrier: | N/A | Non-HM | |
| Shipper: | N/A | N/A | |
| Cargo Tank: | N/A | | |

Company Physical Address:

8800 PARK ST
BELLFLOWER, CA 90706

Contact Name: JOSE GUZMAN

Phone numbers: (1) 562- 529-2676 (2) Fax

E-Mail Address:

Company Mailing Address:

8800 PARK ST
BELLFLOWER, CA 90706

Carrier Classification

Private Passenger, Business Other: INTRASTATE

Cargo Classification

Passengers Other: Mobile repair tools

Equipment

| | Owned | Term Leased | Trip Leased | | Owned | Term Leased | Trip Leased |
|-----------|-------|-------------|-------------|--------------|-------|-------------|-------------|
| Truck | 1 | 0 | 0 | Minibus, 16+ | 50 | 0 | 0 |
| Van, 9-15 | 22 | 0 | 0 | | | | |

Number of units used in the U.S.: 73

Percentage of time used in the U.S.: 100

Does carrier transport placardable quantities of HM? No

Is an HM Permit required? N/A

Driver Information

| | | | |
|---------------|--------------|--------------|---|
| | Inter | Intra | Average trip leased drivers/month: 0 Total Drivers: 58 CDL Drivers: 58 |
| < 100 Miles: | | 58 | |
| >= 100 Miles: | | | |





EMPIRE TRANSPORTATION INC - Terminal
U.S. DOT #: 2731988

State #: 326916

Review Date:
05/03/2016

Part A

QUESTIONS regarding this report may be directed to the Southern Division
Motor Carrier Safety Unit at:

437 North Vermont Ave
Los Angeles, CA 9004
(323) 644-9557

This TERMINAL REVIEW deals only with safety compliance at this terminal.

Person(s) Interviewed

Name: JOSE GUZMAN

Title: COMPLIANCE SUPERVISOR

Name:

Title:





EMPIRE TRANSPORTATION INC - Terminal
 U.S. DOT #: 2731988

State #: 326916

Review Date:
 05/03/2016

Part B Violations

| | | | | | |
|------------|--|-----------------|----------------|---------------------------------------|---------------|
| 1 STATE | Primary: 13CCR1213(a)(1) CFR Equivalent: 395.8(a) | Discovered 1 | Checked 450 | Drivers/Vehicles In Violation 1 | Checked 15 |
|------------|--|-----------------|----------------|---------------------------------------|---------------|

Description
 Carrier failed to require drivers to maintain a record of duty status (log). Driver did not meet the exemption requirements of 1212(e). Driver was not released from work within 12 consecutive hours.
Example
 Ana Vargas DL # _____ was on duty more than 12 hours and did not maintain a log. (0500-1845 hrs)

| | | | | | |
|------------|--|-----------------|--------------|---------------------------------------|---------------|
| 2 STATE | Primary: 13CCR1215(b)(1)(C) CFR Equivalent: 396.13(c) | Discovered 1 | Checked 1 | Drivers/Vehicles In Violation 1 | Checked 14 |
|------------|--|-----------------|--------------|---------------------------------------|---------------|

Description
 The motor carrier is directed to ensure that daily vehicle inspection reports containing defects or deficiencies are reviewed and signed by the subsequent driver.
Example
 Unit # 250
 Driver's daily vehicle inspection report (DVIR) indicated the low oil light on at dash and brake grinding noise from 04-01-2016 to 04-01-2016

| | | | |
|---|---------|--|----|
| Safety Fitness Rating Information: | | OOS Vehicle (CR): 0 | |
| Total Miles Operated | 500,000 | Number of Vehicle Inspected (CR): | 14 |
| Recordable Accidents | 0 | OOS Vehicle (MCMIS): | 0 |
| | | Number of Vehicles Inspected (MCMIS): | 0 |

our proposed safety rating is :

This Review is not Rated.





EMPIRE TRANSPORTATION INC - Terminal
U.S. DOT #: 2731988

State #: 326916

Review Date:
05/03/2016

Part B Requirements and/or Recommendations

1. Require drivers to complete a record of duty status when all the provisions of the 100 air-mile radius driver exemption, contained in 13 CCR 1212(e) are not met.



| | | | |
|--|--|-----------------|----------------------------|
|  | EMPIRE TRANSPORTATION INC - Terminal U.S. DOT #: 2731988 | State #: 326916 | Review Date: 05/03/2016 |
|--|--|-----------------|----------------------------|

Part C

Reason for Review: Other **TOUR BUS INSPECTION**
Planned Action: Compliance Monitoring

Parts Reviewed Certification:
325 382 383 387 390 391 392 393 395 396 397 398 399 171 172 173 177 178 180

| | | | |
|--|---------------------------|--|-----------------------|
| <u>Prior Reviews</u> 7/9/2015 6/18/2014 6/19/2013 | <u>Prior Prosecutions</u> | Reason not Rated: Special Study | Study Code: CA |
|--|---------------------------|--|-----------------------|

Unsat/Unfit Information

Is the motor carrier of passengers subject to the safety fitness procedures contained in 49 CFR part 385 subpart A, AND does it transport passengers in a commercial motor vehicle?
Yes - Intrastate

Does carrier transport placardable quantities of hazardous materials?
Unsat/Unfit rule: Not Applicable

| | |
|---|-----------------------------------|
| Corporate Contact: JOSE GUZMAN | Special Study Information: |
| Corporate Contact Title: COMPLIANCE SUPERVISOR | |

Remarks:

Terminal Name: Empire Transportation Inc CA# - 326916
Terminal Address: 8800 Park St., Bellflower, Ca 90706 FCN - 245940

Rating Information:
In accordance with 13 CCR 1233, this terminal has been rated Satisfactory at this time.

MAINTENANCE PROGRAM VIOLATIONS:
See Part B.

DRIVER RECORDS VIOLATIONS:
All current and on file at this time

HOURS OF SERVICE VIOLATIONS:
See Part B.

| | | | |
|---------------------------|-----|----|----------------------|
| Upload Authorized: | Yes | No | |
| Authorized by: | | | Date: |
| Uploaded: | Yes | No | Failure Code: |
| Verified by: | | | Date: |



DRIVER/VEHICLE EXAMINATION REPORT

inSPECT 1.0.86



California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CAA133370165
Inspection Date: 05/02/2016
Start: 6:00 AM PD End: 6:30 AM PD
Inspection Level: V - Terminal Inspection
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA, 90706

USDOT: 2731988

MC/MX#:

State#: 326916

Location: BELLFLOWER

Highway:

County: LOS ANGELES

Phone#: (562)529-2676

Fax#:

Driver:

License#:

Date of Birth:

CoDriver:

License#:

Date of Birth:

State:

State:

Milepost: Shipper: N/A

Origin: N/A

Destination: N/A

Bill of Lading: N/A

Cargo:

VEHICLE IDENTIFICATION

| Unit | Type | Make | Year | State | Plate | Equipment ID | VIN | GVWR | CVSA Existing | CVSA # |
|------|------|------|------|-------|---------|--------------|-------------------|-------|---------------|--------|
| 1 | BU | FORD | 2001 | CA | 6P83398 | 162 | 1FDXE45S91HB06009 | 14050 | | |

BRAKE ADJUSTMENTS

| Axle # | 1 | 2 |
|---------|------|------|
| Right | N/A | N/A |
| Left | N/A | N/A |
| Chamber | HYDR | HYDR |

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S44; Bus Type: 1; File Code Number: 245940; Fuel Type: G; Odometer: 295047; Passenger Capacity: 25; Pre-Cleared Vehicle: N; PUC: 21507; Regulated Vehicle: Y; Veh #1 Type: 10

Report Prepared By:
S. M. Middlebrooke

Badge #:
A13337

Copy Received By:



02731988 CA CAA133370165

X

X

DRIVER/VEHICLE EXAMINATION REPORT

inSPECT 1.0.86



California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CAA133370166
Inspection Date: 05/02/2016
Start: 6:30 AM PD End: 7:00 AM PD
Inspection Level: V - Terminal Inspection
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA, 90706
USDOT: 2731988 Phone#: (562)529-2676
MC/MX#: Fax#: State:
State#: 326916 Date of Birth:
Location: BELLFLOWER Milepost: Shipper: N/A
Highway: Origin: N/A Bill of Lading: N/A
County: LOS ANGELES Destination: N/A Cargo: N/A

VEHICLE IDENTIFICATION

| Unit | Type | Make | Year | State | Plate | Equipment ID | VIN | GVWR | CVSA Existing | CVSA # |
|------|------|------|------|-------|---------|--------------|-------------------|-------|---------------|--------|
| 1 | BU | FORD | 2007 | CA | 05928Y1 | 299 | 1FDXE05567DB29912 | 14050 | | |

BRAKE ADJUSTMENTS

| Axle # | 1 | 2 |
|---------|------|------|
| Right | N/A | N/A |
| Left | N/A | N/A |
| Chamber | HYDR | HYDR |

VIOLATIONS: No violations were discovered

HazMat: No HM transported Placard: Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S44; Bus Type: 1; File Code Number: 245940; Fuel Type: G; Odometer: 294744; Passenger Capacity: 14; Pre-Cleared Vehicle: N; PUC: 21507; Regulated Vehicle: Y; Veh #1 Type: 10; WC Passenger Capacity: 2

Report Prepared By:
S. M. Middlebrooke

Badge #:
A13337

Copy Received By:



02731988 CA CAA133370166

X _____ X _____

DRIVER/VEHICLE EXAMINATION REPORT

inSPECT 1.0.86



California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CAA133370168
Inspection Date: 05/02/2016
Start: 7:00 AM PD End: 7:30 AM PD
Inspection Level: V - Terminal Inspection
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA, 90706

USDOT: 2731988

MC/MX#:

State#: 326916

Location: BELLFLOWER

Highway:

County: LOS ANGELES

Phone#: (562)529-2676

Fax#:

Driver:

License#:

Date of Birth:

CoDriver:

License#:

Date of Birth:

Milepost:

Origin: N/A

Destination: N/A

Shipper: N/A

Bill of Lading: N/A

Cargo: N/A

State:

State:

VEHICLE IDENTIFICATION

| Unit | Type | Make | Year | State | Plate | Equipment ID | VIN | GVWR | CVSA Existing | CVSA # |
|------|------|------|------|-------|-------|--------------|-------------------|-------|---------------|--------|
| 1 | BU | FORD | 2011 | CA | 274NA | 263 | 1FDFE4FS0BDA46236 | 14500 | | |

BRAKE ADJUSTMENTS

| Axle # | 1 | 2 |
|---------|------|------|
| Right | N/A | N/A |
| Left | N/A | N/A |
| Chamber | HYDR | HYDR |

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S44; Bus Type: 1; File Code Number: 245940; Fuel Type: G; Odometer: 172152; Passenger Capacity: 20; Pre-Cleared Vehicle: N; PUC: 21507; Regulated Vehicle: Y; Veh #1 Type: 10

Report Prepared By:
S. M. Middlebrooke

Badge #:
A13337

Copy Received By:



02731988 CA CAA133370168

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X

DRIVER/VEHICLE EXAMINATION REPORT

inSPECT 1.0.86



California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CAA133370169
Inspection Date: 05/02/2016
Start: 7:30 AM PD End: 8:00 AM PD
Inspection Level: V - Terminal Inspection
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA, 90706

USDOT: 2731988

MC/MX#:

State#: 326916

Location: BELLFLOWER

Highway:

County: LOS ANGELES

Phone#: (562)529-2676

Fax#:

Driver:

License#:

Date of Birth:

CoDriver:

License#:

Date of Birth:

Milepost:

Origin: N/A

Destination: N/A

Shipper: N/A

Bill of Lading: N/A

Cargo: N/A

State:

State:

VEHICLE IDENTIFICATION

| Unit | Type | Make | Year | State | Plate | Equipment ID | VIN | GVWR | CVSA Existing | CVSA # |
|------|------|------|------|-------|-------|--------------|-------------------|-------|---------------|--------|
| 1 | BU | FORD | 2011 | CA | 111FL | 266 | 1FDFE4FS6BDA46239 | 14500 | | |

BRAKE ADJUSTMENTS

| Axle # | 1 | 2 |
|---------|------|------|
| Right | N/A | N/A |
| Left | N/A | N/A |
| Chamber | HYDR | HYDR |

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S44; Bus Type: 1; File Code Number: 245940; Fuel Type: G; Odometer: 117763; Passenger Capacity: 20; Pre-Cleared Vehicle: N; PUC: 21507; Regulated Vehicle: Y; Veh #1 Type: 10

Report Prepared By:
S. M. Middlebrooke

Badge #:
A13337

Copy Received By:



02731988 CA CAA133370169

X _____ X _____

DRIVER/VEHICLE EXAMINATION REPORT

inSPECT 1.0.86



California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CAA133370170
Inspection Date: 05/02/2016
Start: 8:00 AM PD End: 8:30 AM PD
Inspection Level: V - Terminal Inspection
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA, 90706
USDOT: 2731988
MC/MX#:
State#: 326916
Location: BELLFLOWER
Highway:
County: LOS ANGELES

Phone#: (562)529-2676
Fax#:

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
State:
State:

Milepost: Shipper: N/A
Origin: N/A
Destination: N/A
Bill of Lading: N/A
Cargo: N/A

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate, Equipment ID, VIN, GVWR, CVSA Existing, CVSA #

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber

VIOLATIONS

Table with columns: Section, Type, Unit, OOS, Citation #, Verify Crash, Violations Discovered

HazMat: No HM transported Placard: Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S44; Bus Type: 1; File Code Number: 245940; Fuel Type: G; Odometer: 175728; Passenger Capacity: 26; Pre-Cleared Vehicle: N; PUC: 21507; Regulated Vehicle: Y; Veh #1 Type: 10

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.

Report Prepared By:
S. M. Middlebrooke

Badge #:
A13337

Copy Received By:



02731988 CA CAA133370170

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DRIVER/VEHICLE EXAMINATION REPORT

inSPECT 1.0.86



California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CAA133370171
Inspection Date: 05/02/2016
Start: 8:30 AM PD End: 9:00 AM PD
Inspection Level: V - Terminal Inspection
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA, 90706

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
State:
State:

USDOT: 2731988 Phone#: (562)529-2676
MC/MX#: Fax#:
State#: 326916

Location: BELLFLOWER Milepost: Shipper: N/A
Highway: Origin: N/A Bill of Lading: N/A
County: LOS ANGELES Destination: N/A Cargo: N/A

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate, Equipment ID, VIN, GVWR, CVSA Existing, CVSA #

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber

VIOLATIONS

Table with columns: Section, Type, Unit, OOS, Citation #, Verify, Crash, Violations, Discovered

HazMat: No HM transported Placard: Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S44; Bus Type: 2; File Code Number: 245940; Fuel Type: G; Odometer: 207912; Passenger Capacity: 10; Pre-Cleared Vehicle: N; PUC: 21507; Regulated Vehicle: Y; Veh #1 Type: 10

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.

Report Prepared By: S. M. Middlebrooke

Badge #: A13337

Copy Received By:



02731988 CA CAA133370171

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DRIVER/VEHICLE EXAMINATION REPORT

inSPECT 1.0.86



California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CAA133370172
Inspection Date: 05/02/2016
Start: 9:00 AM PD End: 9:30 AM PD
Inspection Level: V - Terminal Inspection
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA, 90706
USDOT: 2731988
MC/MX#:
State#: 326916
Location: BELLFLOWER
Highway:
County: LOS ANGELES

Phone#: (562)529-2676
Fax#:

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
Milepost: Shipper: N/A
Origin: N/A
Destination: N/A
Bill of Lading: N/A
Cargo: N/A

VEHICLE IDENTIFICATION

Unit Type Make Year State Plate Equipment ID VIN GVWR CVSA Existing CVSA#
1 BU FORD 1999 CA 6E15820 103 1FBSS31S8XHC17896 9300

BRAKE ADJUSTMENTS

Axle # 1 2
Right N/A N/A
Left N/A N/A
Chamber HYDR HYDR

VIOLATIONS

Section Type Unit OOS Citation # Verify Crash Violations Discovered
1242(A) CCR S 1 N N N Fire extinguisher indicating discharged (repaired at scene)

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S44; Bus Type: 2; File Code Number: 245940; Fuel Type: G; Odometer: 333876; Passenger Capacity: 14; Pre-Cleared Vehicle: N; PUC: 21507; Regulated Vehicle: Y; Veh #1 Type: 10

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.

Report Prepared By:
S. M. Middlebrooke

Badge #:
A13337

Copy Received By:



02731988 CA CAA133370172

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DRIVER/VEHICLE EXAMINATION REPORT

inSPECT 1.0.86



California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CAA133370173
Inspection Date: 05/02/2016
Start: 9:30 AM PD End: 10:00 AM PD
Inspection Level: V - Terminal Inspection
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA, 90706

USDOT: 2731988

MC/MX#:

State#: 326916

Location: BELLFLOWER

Highway:

County: LOS ANGELES

Phone#: (562)529-2676

Fax#:

Driver:

License#:

Date of Birth:

CoDriver:

License#:

Date of Birth:

Milepost:

Shipper: N/A

Origin: N/A

Destination: N/A

Bill of Lading: N/A

Cargo: N/A

State:

State:

VEHICLE IDENTIFICATION

| Unit | Type | Make | Year | State | Plate | Equipment ID | VIN | GVWR | CVSA Existing | CVSA # |
|------|------|------|------|-------|---------|--------------|-------------------|------|---------------|--------|
| 1 | BU | CHEV | 2001 | CA | 8W30805 | 145 | 1GAHG39R511143287 | 9500 | | |

BRAKE ADJUSTMENTS

| Axle # | 1 | 2 |
|---------|---|---|
| Right | | |
| Left | | |
| Chamber | | |

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S44; Bus Type: 2; File Code Number: 245940; Fuel Type: G; Odometer: 365959; Passenger Capacity: 14; Pre-Cleared Vehicle: N; PUC: 21507; Regulated Vehicle: Y; Veh #1 Type: 10

Report Prepared By:
S. M. Middlebrooke

Badge #:
A13337

Copy Received By:



02731988 CA CAA133370173

X

X

DRIVER/VEHICLE EXAMINATION REPORT

inSPECT 1.0.86



California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CAA133370174
Inspection Date: 05/02/2016
Start: 10:00 AM PD End: 10:30 AM PD
Inspection Level: V - Terminal Inspection
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA, 90706
USDOT: 2731988
MC/MX#:
State#: 326916
Location: BELLFLOWER
Highway:
County: LOS ANGELES

Phone#: (562)529-2676
Fax#:

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
Milepost:
Origin: N/A
Destination: N/A
Shipper: N/A
Bill of Lading: N/A
Cargo: N/A

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate, Equipment ID, VIN, GVWR, CVSA Existing, CVSA #

BRAKE ADJUSTMENTS

Axle # 1 2
Right N/A N/A
Left N/A N/A
Chamber HYDR HYDR

VIOLATIONS

Table with columns: Section, Type, Unit, OOS, Citation #, Verify Crash, Violations Discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S44; Bus Type: 1; File Code Number: 245940; Fuel Type: G; Odometer: 108375; Passenger Capacity: 14; Pre-Cleared Vehicle: N; PUC: 21507; Regulated Vehicle: Y; Veh #1 Type: 10; WC Passenger Capacity: 2

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.

Report Prepared By:
S. M. Middlebrooke

Badge #:
A13337

Copy Received By:



02731988 CA CAA133370174

X _____ X _____

DRIVER/VEHICLE EXAMINATION REPORT

inSPECT 1.0.86



California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CAA133370175
Inspection Date: 05/02/2016
Start: 10:30 AM PD End: 11:00 AM PD
Inspection Level: V - Terminal Inspection
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA, 90706

USDOT: 2731988

MC/MX#:

State#: 326916

Location: BELLFLOWER

Highway:

County: LOS ANGELES

Phone#: (562)529-2676

Fax#:

Driver:

License#:

Date of Birth:

CoDriver:

License#:

Date of Birth:

State:

State:

Milepost:

Shipper: N/A

Origin: N/A

Bill of Lading: N/A

Destination: N/A

Cargo: N/A

VEHICLE IDENTIFICATION

| Unit | Type | Make | Year | State | Plate | Equipment ID | VIN | GVWR | CVSA Existing | CVSA # |
|------|------|------|------|-------|-------|--------------|-------------------|-------|---------------|--------|
| 1 | BU | FORD | 2011 | CA | 918HN | 267 | 1FDFE4FS2BDA46240 | 14500 | | |

BRAKE ADJUSTMENTS

| Axle # | 1 | 2 |
|---------|------|------|
| Right | N/A | N/A |
| Left | N/A | N/A |
| Chamber | HYDR | HYDR |

VIC IONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S44; Bus Type: 1; File Code Number: 245940; Fuel Type: G; Odometer: 157935; Passenger Capacity: 14; Pre-Cleared Vehicle: N; PUC: 21507; Regulated Vehicle: Y; Veh #1 Type: 10; WC Passenger Capacity: 2

Report Prepared By:
S. M. Middlebrooke

Badge #:
A13337

Copy Received By:



02731988 CA CAA133370175

X _____

X _____

DRIVER/VEHICLE EXAMINATION REPORT

inSPECT 1.0.86



California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CAA133370176
Inspection Date: 05/02/2016
Start: 12:00 PM PD End: 12:30 PM PD
Inspection Level: V - Terminal Inspection
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA, 90706
USDOT: 2731988 Phone#: (562)529-2676
MC/MX#: State#: 326916 Fax#:
Location: BELLFLOWER Milepost: Shipper: N/A
Highway: Origin: N/A Bill of Lading: N/A
County: LOS ANGELES Destination: N/A Cargo: N/A

VEHICLE IDENTIFICATION

Unit Type Make Year State Plate Equipment ID VIN GVWR CVSA Existing CVSA #
1 BU FORD 2003 CA 8X79074 198 1FDWE35L63HA97724 11500

BRAKE ADJUSTMENTS

Axle # 1 2
Right N/A N/A
Left N/A N/A
Chamber HYDR HYDR

VIOLATIONS

Section Type Unit OOS Citation # VerifyCrash Violations Discovered
1248 CCR S 1 N N N Battery hold down missing

HazMat: No HM transported Placard: Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S44; Bus Type: 1; File Code Number: 245940; Fuel Type: G; Odometer: 222901; Passenger Capacity: 20; Pre-Cleared Vehicle: N; PUC: 21507; Regulated Vehicle: Y; Veh #1 Type: 10

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.

Report Prepared By:
S. M. Middlebrooke

Badge #:
A13337

Copy Received By:



02731988 CA CAA133370176

X X

DRIVER/VEHICLE EXAMINATION REPORT

inSPECT 1.0.86



California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CAA133370178
Inspection Date: 05/02/2016
Start: 1:00 PM PD End: 1:30 PM PD
Inspection Level: V - Terminal Inspection
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA, 90706
USDOT: 2731988 Phone#: (562)529-2676
MC/MX#: State#: 326916 Fax#: State:
Location: BELLFLOWER Milepost: Shipper: N/A
Highway: Origin: N/A Bill of Lading: N/A
County: LOS ANGELES Destination: N/A Cargo: N/A

VEHICLE IDENTIFICATION

| Unit | Type | Make | Year | State | Plate | Equipment ID | VIN | GVWR | CVSA Existing | CVSA # |
|------|------|------|------|-------|-------|--------------|-------------------|-------|---------------|--------|
| 1 | BU | FORD | 2011 | CA | 102FL | 264 | 1FDFE4FS2BDA46237 | 14500 | | |

BRAKE ADJUSTMENTS

Axle # 1 2
Right N/A N/A
Left N/A N/A
Chamber HYDR HYDR

VIOLATIONS

| Section | Type | Unit | OOS | Citation # | Verify | Crash | Violations Discovered |
|-------------|------|------|-----|------------|--------|-------|--|
| 1232(C) CCR | S | 1 | N | | N | N | Oil leak at rear of transmission extension housing |

HazMat: No HM transported Placard: Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S44; Bus Type: 1; File Code Number: 245940; Fuel Type: G; Odometer: 131667; Passenger Capacity: 16; Pre-Cleared Vehicle: N; PUC: 21507; Regulated Vehicle: Y; Veh #1 Type: 10; WC Passenger Capacity: 2

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.

Report Prepared By:
S. M. Middlebrooke

Badge #:
A13337

Copy Received By:



02731988 CA CAA133370178

X _____ X _____

DRIVER/VEHICLE EXAMINATION REPORT

inSPECT 1.0.86



California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CAA133370177
Inspection Date: 05/02/2016
Start: 1:30 PM PD End: 2:00 PM PD
Inspection Level: V - Terminal Inspection
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA, 90706

USDOT: 2731988
MC/MX#:
State#: 326916
Location: BELLFLOWER
Highway:
County: LOS ANGELES

Phone#: (562)529-2676
Fax#:

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
Milepost:
Origin: N/A
Destination: N/A
Shipper: N/A
Bill of Lading: N/A
Cargo: N/A

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate, Equipment ID, VIN, GVWR, CVSA Existing, CVSA #. Row 1: 1, BU, FORD, 2007, CA, 0593041, 303, 1FDXE45S07DB32305, 14050

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Row 1: 1, 2, N/A, N/A, N/A, N/A, HYDR, HYDR

VIOLATIONS

Table with columns: Section, Type, Unit, OOS, Citation #, Verify, Crash, Violations Discovered. Rows: 699(D) CCR, 1232(A) CCR /001

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S44; Bus Type: 1; File Code Number: 245940; Fuel Type: G; Odometer: 285590; Passenger Capacity: 12; Pre-Cleared Vehicle: N; PUC: 21507; Regulated Vehicle: Y; Veh #1 Type: 10; WC Passenger Capacity: 3

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.

Report Prepared By:
S. M. Middlebrooke

Badge #:
A13337

Copy Received By:



02731988 CA CAA133370177

X

X

DRIVER/VEHICLE EXAMINATION REPORT

inSPECT 1.0.86



California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CAA133370180
Inspection Date: 05/02/2016
Start: 2:00 PM PD End: 2:30 PM PD
Inspection Level: V - Terminal Inspection
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA, 90706
USDOT: 2731988
MC/MX#:
State#: 326916
Location: BELLFLOWER
Highway:
County: LOS ANGELES

Phone#: (562)529-2676
Fax#:

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
Milepost:
Origin: N/A
Destination: N/A
Shipper: N/A
Bill of Lading: N/A
Cargo: N/A

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate, Equipment ID, VIN, GVWR, CVSA Existing, CVSA #

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber

VIOLATIONS

Table with columns: Section, Type, Unit, OOS, Citation #, Verify Crash, Violations Discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S44; Bus Type: 1; File Code Number: 245940; Fuel Type: G; Odometer: 306192; Passenger Capacity: 12; Pre-Cleared Vehicle: N; PUC: 21507; Regulated Vehicle: Y; Veh #1 Type: 10; WC Passenger Capacity: 2

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.

Report Prepared By: S. M. Middlebrooke

Badge #: A13337

Copy Received By:



02731988 CA CAA133370180

X

X

This report contains CONFIDENTIAL pages. Pages ____ of ____

| | | | |
|---|------------------------------|------------------|----------------|
| CARRIER NAME EMPIRE TRANSPORTATION INC | CA NUMBER 326916 | LOC. CODE 550 | SUBAREA S44 |
| STREET ADDRESS, CITY, STATE, ZIP CODE 1800 PARK ST, BELLFLOWER, CA 90706 | PHONE NUMBER 562-529-2676 | DATE | |
| CARRIER REPRESENTATIVE JOSE GUZMAN | TITLE SAFETY MANAGER | TIME IN | TIME OUT |
| INSPECTION LOCATION (IF OTHER THAN THE CARRIER'S PRINCIPAL PLACE OF BUSINESS) 1800 PARK ST, BELLFLOWER, CA 90706 | U.S. DOT NUMBER 2731988 | MC NUMBER N/A | |

On this date, the above named motor carrier was inspected by the California Highway Patrol. The inspection evaluated the carrier's compliance with the following requirements:

- CONTROLLED SUBSTANCE AND ALCOHOL TESTING PROGRAM [VC 34520 & 49 CFR 382]
- OTHER: _____

REMARKS

Carrier is enrolled in a random controlled substance and alcohol testing program with:

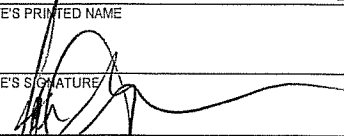
COMINO & ASSOCIATES
 500 W. BRADLEY
 EL CAJON, CA 92020
 P: 619-334-2145

As a result of the inspection noted above, this carrier was assigned a compliance rating of SATISFACTORY. This rating applies only to carrier requirements - Terminals are rated separately.


| | | | | | |
|---|-----------------------------------|---------------------------|--|--|---------------------|
| INSPECTION HISTORY 1 <u>S</u> 2 <u>S</u> 3 <u>S</u> 4 <u>S</u> | NUMBER OF RECORDS INSPECTED 40 | NUMBER OF VIOLATIONS 0 | CHP 345 ISSUED <input type="checkbox"/> | SUSPENSE DATE <input checked="" type="checkbox"/> Auto <input type="checkbox"/> None | CHP 100D COLUMN NO. |
| INSPECTED BY (NAME) J. MIDDLEBROOKE | | | ID NUMBER A13337 | CARRIER TYPE <input type="checkbox"/> Truck <input checked="" type="checkbox"/> Bus | |

MOTOR CARRIER CERTIFICATION

I hereby certify that all violations recorded hereon and on the attached pages 2 through _____ will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the South _____ Division Motor Carrier Safety Unit Supervisor at 323-644-9557 within 5 calendar days of the rating.

| | | |
|---|--|---------------------------------|
| CARRIER REPRESENTATIVE'S PRINTED NAME JOSE GUZMAN | TITLE SAFETY MANAGER | DRIVER LICENSE NUMBER AND STATE |
| CARRIER REPRESENTATIVE'S SIGNATURE  | CURRENT CARRIER RATING SATISFACTORY | DATE 05/11/16 |

California Highway Patrol

| | | | | |
|--|--|--|---|--|
|  | US DOT # 2731988 | Legal: EMPIRE TRANSPORTATION INC Operating (DBA): | | |
| IC/MX #: | State #: 326916 | Federal Tax ID: : | | |
| Review Type: Non-ratable Review - Special Study | | | | |
| Scope: Terminal | Location of Review/Audit: Company facility in the U. S. | | | Territory: C |
| Operation Types | | Interstate | Intrastate | Business: Corporation Gross Revenue: for year ending: |
| Carrier: | N/A | Non-HM | | |
| Shipper: | N/A | N/A | | |
| Cargo Tank: | N/A | | | |
| Company Physical Address: | | | | |
| 3800 PARK ST BELLFLOWER, CA 90706 | | | | |
| Contact Name: JOSE GUZMAN | | | | |
| Phone numbers: (1) 562- 529-2676 (2) Fax | | | | |
| E-Mail Address: | | | | |
| Company Mailing Address: | | | | |
| 3800 PARK ST BELLFLOWER, CA 90706 | | | | |
| Carrier Classification | | | | |
| Private Passenger, Business | | Other: INTRASTATE | | |
| Cargo Classification | | | | |
| Passengers | | Other: MOBILE MECHANIC | | |
| Equipment | | | | |
| | Owned | Term Leased | Trip Leased | |
| Truck | 1 | 0 | 0 | Minibus, 16+ |
| Van, 9-15 | 22 | 0 | 0 | |
| Owned Term Leased Trip Leased | | | | |
| | 50 | 0 | 0 | |
| Number of units used in the U.S.: 73 Percentage of time used in the U.S.: 100 | | | | |
| Does carrier transport placardable quantities of HM? No | | | | |
| Is an HM Permit required? N/A | | | | |
| Driver Information | | | | |
| | Inter | Intra | Average trip leased drivers/month: 0 | |
| < 100 Miles: | | 321 | Total Drivers: 321 | |
| >= 100 Miles: | | | CDL Drivers: | |



| | | | |
|--|--|-----------------|----------------------------|
|  | EMPIRE TRANSPORTATION INC - Terminal U.S. DOT #: 2731988 | State #: 326916 | Review Date: 05/11/2016 |
|--|--|-----------------|----------------------------|

Part A

QUESTIONS regarding this report may be directed to the Southern Division
Motor Carrier Safety Unit at:

437 North Vermont Ave
Los Angeles, CA 9004
(323) 644-9557

This TERMINAL REVIEW deals only with safety compliance at this terminal.

Person(s) Interviewed

Name: JOSE GUZMAN

Title: SAFETY MANAGER

Name:

Title:





EMPIRE TRANSPORTATION INC - Terminal
U.S. DOT #: 2731988

State #: 326916

Review Date:
05/11/2016

Part B Violations

Safety Fitness Rating Information:

Total Miles Operated 500,000
Recordable Accidents 0

OOS Vehicle (CR): 0
Number of Vehicle Inspected (CR): 0
OOS Vehicle (MCMIS): 0
Number of Vehicles Inspected (MCMIS): 0

our proposed safety rating is :

This Review is not Rated.



| | | |
|--|--|----------------------------|
|  | EMPIRE TRANSPORTATION INC - Terminal U.S. DOT #: 2731988 | Review Date: 05/11/2016 |
|--|--|----------------------------|

State #: 326916

Part B Requirements and/or Recommendations

1. Forms and publications are available at the CHP internet website at: <http://www.chp.ca.gov/publications/index.html>



| | | | |
|--|---|-----------------|--------------|
|  | EMPIRE TRANSPORTATION INC - Terminal | State #: 326916 | Review Date: |
| | U.S. DOT #: 2731988 | | 05/11/2016 |

Part C

Reason for Review: Other CSAT
Planned Action: Compliance Monitoring

Parts Reviewed Certification:
 325 382 383 387 390 391 392 393 395 396 397 398 399 171 172 173 177 178 180

Prior Reviews **Prior Prosecutions** **Reason not Rated:** Special Study **Study Code:** CA
 7/9/2015
 6/18/2014
 6/19/2013

Unsat/Unfit Information
 Is the motor carrier of passengers subject to the safety fitness procedures contained in 49 CFR part 385 subpart A, AND does it transport passengers in a commercial motor vehicle? Yes - Intrastate
 Is the carrier transport placardable quantities of hazardous materials? Not Applicable
Unsat/Unfit rule:

Corporate Contact: JOSE GUZMAN **Special Study Information:**
Corporate Contact Title: SAFETY MANAGER

Remarks:
 Terminal Name: Empire Transportation CA# - 326916
 Terminal Address: 8800 Park St., Bellflower, Ca 90706 FCN - 245940

Rating Information:
 In accordance with 13 CCR 1233, this carrier has been rated Satisfactory at this time.

CSAT PROGRAM VIOLATIONS:
 All records are current and on file at this time.

| | | | |
|---------------------------|-----|----|----------------------|
| Upload Authorized: | Yes | No | |
| Authorized by: | | | Date: |
| Uploaded: | Yes | No | Failure Code: |
| Verified by: | | | Date: |

This report contains CONFIDENTIAL pages.

Pages 1 of 1

| | | | |
|--|-------------------------------------|-------------------------|-----------------------|
| CARRIER NAME EMPIRE TRANSPORTATION INC | CA NUMBER 326916 | LOC. CODE 550 | SUBAREA S44 |
| STREET ADDRESS, CITY, STATE, ZIP CODE 3800 PARK ST, BELLFLOWER, CA 90706 | PHONE NUMBER 562-529-2676 | DATE 07/09/15 | |
| CARRIER REPRESENTATIVE JOSE GUZMAN | TITLE SAFETY MANAGER | TIME IN | TIME OUT |
| INSPECTION LOCATION (IF OTHER THAN THE CARRIER'S PRINCIPAL PLACE OF BUSINESS) 3800 PARK ST, BELLFLOWER, CA 90706 | U.S. DOT NUMBER N/A | MC NUMBER N/A | |

On this date, the above named motor carrier was inspected by the California Highway Patrol. The inspection evaluated the carrier's compliance with the following requirements:

- CONTROLLED SUBSTANCE AND ALCOHOL TESTING PROGRAM [VC 34520 & 49 CFR 382]
- OTHER: _____

REMARKS

Carrier is enrolled in a random controlled substance and alcohol testing program with:

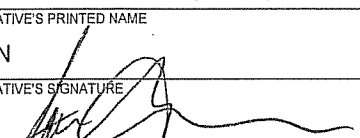
GAMINO & ASSOCIATES
W. BRADLEY
EL CAJON, CA 92020
P: 619-334-2145

As a result of the inspection noted above, this carrier was assigned a compliance rating of SATISFACTORY. This rating applies only to carrier requirements - Terminals are rated separately.

| | | | | | |
|--|--|----------------------------------|--|--|---------------------|
| INSPECTION HISTORY 1 S 2 S 3 S 4 S | NUMBER OF RECORDS INSPECTED 40 | NUMBER OF VIOLATIONS 0 | CHP 345 ISSUED <input type="checkbox"/> | SUSPENSE DATE <input checked="" type="checkbox"/> Auto <input type="checkbox"/> None | CHP 100D COLUMN NO. |
| INSPECTED BY (NAME) S.MIDDLEBROOKE | | | ID NUMBER A13337 | CARRIER TYPE <input type="checkbox"/> Truck <input checked="" type="checkbox"/> Bus | |

MOTOR CARRIER CERTIFICATION

I hereby certify that all violations recorded hereon and on the attached pages 2 through _____ will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the Southern California Division Motor Carrier Safety Unit Supervisor at 323-644-9557 within 5 calendar days of the rating.

| | | |
|---|---|---------------------------------|
| CARRIER REPRESENTATIVE'S PRINTED NAME JOSE GUZMAN | TITLE SAFETY MANAGER | DRIVER LICENSE NUMBER AND STATE |
| CARRIER REPRESENTATIVE'S SIGNATURE  | CURRENT CARRIER RATING SATISFACTORY | DATE 07/09/15 |

**SAFETY COMPLIANCE REPORT/
TERMINAL RECORD UPDATE**

CHP 343 (Rev 6-10) OPI 062

| | | | | | |
|---|-----------|---------------------|----------------------------|-------------------|-----|
| NEW TERMINAL INFORMATION <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | CA NUMBER 326916 | FILE CODE NUMBER 379706 | COUNTY CODE 30 | BED |
| TERMINAL TYPE <input type="checkbox"/> Truc <input checked="" type="checkbox"/> Bus | CODE T | OTHER PROGRAM(S) | LOCATION CODE 670 | SUBAREA 05 | |

TERMINAL NAME: Empire Transportation Inc
TELEPHONE NUMBER (W/ AREA CODE): 714-781-1359

TERMINAL STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE): 300 W Katella Ave Anaheim CA 92802

MAILING ADDRESS (NUMBER, STREET, CITY, STATE, ZIP CODE) (IF DIFFERENT FROM ABOVE): 8800 Park St Bellflower CA 90706
INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY):

LICENSE, FLEET AND TERMINAL INFORMATION

| | | | | | | | |
|---|---------------|---|------------------|--------------------|----------------------------|---|----------------|
| HM LIC. NO. | HWT. REG. NO. | IMS LIC. NO. | TRUCKS AND TYPES | TRAILERS AND TYPES | BUSES BY TYPE I- 21 II- | DRIVERS 34 | BIT FLEET SIZE |
| EXP. DATE | EXP. DATE | EXP. DATE | REG. CT | HW VEH. | HW CONT. | PPB / CSAT <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| CONSOLIDATED TERMINALS <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | FILE CODE NUMBER OF CONSOLIDATED TERMINALS AND DIVISION LOCATIONS BY NUMBER (Use Remarks for Additional FCNS) | | | | | |

EMERGENCY CONTACTS (In Calling Order of Preference)

| | | |
|--|--|--|
| EMERGENCY CONTACT (NAME) Ulises Serpas | DAY TELEPHONE NO. (W/ AREA CODE) 714-781-1359 | NIGHT TELEPHONE NO. (W/ AREA CODE) 310-345-2159 |
| EMERGENCY CONTACT (NAME) Bertha Aguirre | DAY TELEPHONE NO. (W/ AREA CODE) 562-529-2676 | NIGHT TELEPHONE NO. (W/ AREA CODE) 310-562-2241 |

ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL LAST YEAR (2015)

| | | | | | | | | |
|---------------------------------------|--|---|--|--|---|--|---|---|
| <input type="checkbox"/> UNDER 15,000 | <input type="checkbox"/> 15,001 - 50,000 | <input type="checkbox"/> 50,001 - 100,000 | <input type="checkbox"/> 100,001 - 500,000 | <input type="checkbox"/> 500,001 - 1,000,000 | <input checked="" type="checkbox"/> 1,000,001 - 2,000,000 | <input type="checkbox"/> 2,000,001 - 5,000,000 | <input type="checkbox"/> 5,000,001 - 10,000,000 | <input type="checkbox"/> MORE THAN 10,000,000 |
|---------------------------------------|--|---|--|--|---|--|---|---|

OPERATING AUTHORITIES OR PERMITS

| | | | |
|-----------------------------------|------------------|---|---|
| PUC <input type="checkbox"/> T | TCP PSC 21507 | MOTOR CARRIER OF PROPERTY PERMIT ACTIVE <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A | IMS FITNESS EVALUATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| USDOT 2731988 | MC MX | MC MX | REASON FOR INSPECTION PUC Request / CHP Inspection |

| INSPECTION FINDINGS | INSPECTION RATINGS: S = Satisfactory U = Unsatisfactory C = Conditional UR = Unrated N/A = Not Applicable | | | | | |
|------------------------|---|--|---|------------------------------|--|-----------------|
| REQUIREMENTS | VIOL | MAINTENANCE PROGRAM | DRIVER RECORDS | REG. EQUIPMENT | HAZARDOUS MATERIALS | TERMINAL |
| MAINTENANCE PROGRAM | | 1 S 2 S 3 S 4 S | 1 S 2 S 3 S 4 S | 1 S 2 S 3 S 4 S | 1 N/A 2 3 4 | 1 S 2 S 3 S 4 S |
| DRIVER RECORDS | | No. 6 Time 4.0 | No. 17 Time 6.0 | No. 6 Time 6.0 | TIME | TOTAL TIME 16.0 |
| DRIVER HOURS | | <input checked="" type="checkbox"/> No H/M Transported <input type="checkbox"/> No H/M violation noted | <input type="checkbox"/> No H/M Transported <input type="checkbox"/> No H/M violation noted | CONTAINERS/TANKS No. Time | VEHICLES PLACED OUT-OF-SERVICE Vehicles Units | |
| BRAKES | | REMARKS | | | | |
| LAMPS & SIGNALS | 1 | SEE ATTACHED PAGES (PART B AND PART C) FOR INSPECTION FINDINGS, ACTIONS NECESSARY TO GAIN COMPLIANCE AND DIRECTIVES. | | | | |
| CONNECTING DEVICES | | | | | | |
| STEERING & SUSPENSION | | | | | | |
| TIRES & WHEELS | | | | | | |
| EQUIPMENT REQUIREMENTS | | | | | | |
| CONTAINERS & TANKS | | | | | | |
| HAZARDOUS MATERIALS | | | | | | |

| | | | | | | | |
|--|-----------|---|--|------------------------|---|-----------------|------------------|
| BIT <input type="checkbox"/> I <input type="checkbox"/> R <input checked="" type="checkbox"/> | NON - BIT | FEES DUE <input type="checkbox"/> Y <input type="checkbox"/> N | CHP 345 <input type="checkbox"/> No | CHP 100D COL. 8, 9 | INSPECTION DATE(S) 5/19/2016, 5/20/2016 | TIME IN 0600 | TIME OUT 1430 |
| INSPECTED BY (NAME(S)) L E Clemens | | | | ID NUMBER(S) A08630 | SUSPENSE DATE <input checked="" type="checkbox"/> Auto <input type="checkbox"/> None | | |

MOTOR CARRIER CERTIFICATION

hereby certify that all violations described hereon and recorded on the attached pages (2 through 12), will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the Motor Carrier Safety Unit Supervisor at 714-288-2603 within 5 calendar days of the rating.

| | | |
|--|--|-----------------------------------|
| CURRENT TERMINAL RATING SATISFACTORY | CARRIER REPRESENTATIVE'S SIGNATURE <i>Ulises Serpas</i> | DATE 5/20/2016 |
| CARRIER REPRESENTATIVE'S PRINTED NAME Ulises Serpas | TITLE Terminal Manager | DRIVER LICENSE NUMBER STATE CA |

California Highway Patrol



US DOT #
2731988

Legal: EMPIRE TRANSPORTATION INC
Operating (DBA):

Page 2 of 12

MC/MX #: **State #:** 326916 **Federal Tax ID:**
Review Type: Non-ratable Review - Special Study
Scope: Terminal **Location of Review/Audit:** Company facility in the U. S. **Territory:** E

| Operation Types | Interstate | Intrastate | |
|--------------------|------------|------------|--|
| Carrier: | N/A | Non-HM | Business: Corporation Gross Revenue: for year ending: |
| Shipper: | N/A | N/A | |
| Cargo Tank: | N/A | | |

Company Physical Address:
 8800 PARK ST
 BELLFLOWER, CA 90706

Contact Name: Ulises Serpas
Phone numbers: (1) 714-781-1359 (2) 310-345-2159 **Fax**
E-Mail Address:

Company Mailing Address:
 8800 PARK ST
 BELLFLOWER, CA 90706

Ca. Classification
 Private Passenger, Business Other: T Bus

Cargo Classification
 Passengers

Equipment

| | Owned | Term Leased | Trip Leased | Owned | Term Leased | Trip Leased |
|--------------|-------|-------------|-------------|-------|-------------|-------------|
| Minibus, 16+ | 21 | 0 | 0 | | | |

Power units used in the U.S.: 21
 Percentage of time used in the U.S.: 100

Does carrier transport placardable quantities of HM? No
Is an HM Permit required? N/A

Driver Information

| | Inter | Intra | Average trip leased drivers/month: |
|---------------|-------|-------|------------------------------------|
| < 100 Miles: | | 34 | 0 |
| >= 100 Miles: | | | Total Drivers: 34 |
| | | | CDL Drivers: 34 |





EMPIRE TRANSPORTATION INC - Terminal
U.S. DOT #: 2731988

State #: 326916

Review Date:
05/20/2016

Part A

Page 3 of 12

Questions regarding this report may be directed to the Border Division
Motor Carrier Safety Unit at:

9330 Farnham Street
San Diego CA 92123-1216
(858) 650-3655

This TERMINAL REVIEW deals only with safety compliance at this terminal.

Person(s) Interviewed

Name: Ulises Serpas
Name: Bertha Aguirre

Title: Terminal Manager
Title: Vice President Operations





EMPIRE TRANSPORTATION INC - Terminal
U.S. DOT #: 2731988

State #: 326916

Review Date:
05/20/2016

Part B Violations

Page 4 of 12

Safety Fitness Rating Information:

Total Miles Operated 100,001
Recordable Accidents 0

OOS Vehicle (CR): 0
Number of Vehicle Inspected (CR): 0
OOS Vehicle (MCMIS): 0
Number of Vehicles Inspected (MCMIS): 6

Your proposed safety rating is :

This Review is not Rated.



EMPIRE TRANSPORTATION INC - Terminal
U.S. DOT #: 2731988

State #: 326916

Review Date:
05/20/2016

Part B Requirements and/or Recommendations

Page 5 of 12

1. The following information is provided as information to tour bus operators engaged in, or considering transportation of school pupils.

Title 13 of the California Code of Regulation (CCR) Section 1201(t) defines pupil transportation:

The transportation of any pupil enrolled in a public or private school at or below the twelfth-grade level to or from school in a school bus, to or from a school activity in a school bus or School Pupil Activity Bus (SPAB), from a school to a non-school related activity within 25 miles of the school in a youth bus, or the transportation of any student enrolled in a community college to or from the community college or a college activity, in a vehicle designated as a school bus by resolution of the governing board pursuant to 545(g) California Vehicle Code (VC), and certified by the department.

School related activities are any events conducted for the educational, social, or recreational development of the pupils, sanctioned, authorized, or arranged by a public or private school, or any officer, employee, or agent of the school. This type of transportation requires the use of a school bus, or SPAB (under contractual agreement with a school).

The only vehicles other than a school bus authorized by law to transport school pupils to/from school or school related activities are identified in subsections (a) – (k) of Section 545 VC. Drivers of these authorized vehicles are required to have additional training, special licensing and criminal background checks. In addition to carrier and equipment requirements, driver qualifications are discussed in a CHP manual (HPH 82.7) which is available for purchase at any CHP Division headquarters or Area office, for \$5 plus applicable sales tax.

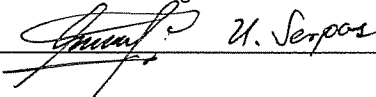
Carriers who intend to use vehicles to transport school pupils to and from school related activities under the Pupil Activity Bus (PAB) exception in 545(k) VC must submit a completed CHP 294D, Youth Bus, Pupil Activity Bus, or General Public Paratransit Vehicle (GPPV) Inspection Application (Revised 1-10), along with the appropriate fee of \$75 for each PAB, prior to inspection by the Department. Motor carriers may obtain the CHP 294D from the Department's internet Web site (www.chp.ca.gov), local Area offices, or field Division Motor Carrier Safety Units (MCSU).

Unlawful transportation of school pupils to/from schools or school activities may result in a citation being issued and/or findings being forwarded to the California Public Utilities Commission. With the passage of Assembly Bill 636 in 2010 affecting California Public Utilities Commission Code 5387, the Public Utilities Commission is required to permanently suspend, revoke, or refuse to issue a Transportation Charter Party (TCP) Permit for any carrier when the carrier has violated the statute (also refer to CVC Sections 12517, 2807, and 2807.1, and 13 CCR Section 1230). Should you have any questions contact the Border Division Motor Carrier Safety Unit at (858) 650-3655.

The carrier has been provided a copy of the following documents:

- CHP Information Bulletin dated 9-19-2006, Transportation of School Pupils to School Related Activities
- CHP Information Bulletin dated 12-3-2008, Assembly Bill 830 – School Pupil Transportation

Carrier Representative: Ulises Serpas / Terminal Manager

Carrier Representative (signature)  U. Serpas Date 5/20/2016

2. 13 CCR 1233.5. Change of Address.

Each motor carrier subject to the provisions of this chapter shall notify the department in writing of any change of address or cessation of regulated activity at any of the carrier's terminals. Such notification shall be made within 15 days of the change and shall be forwarded to:

California Highway Patrol
Border Division Motor Carrier Safety Unit
330 Farnham Street
San Diego CA 92123-1216





EMPIRE TRANSPORTATION INC - Terminal
 U.S. DOT #: 2731988

State #: 326916

Review Date:
 05/20/2016

Part C

Page 6 of 12

Reason for Review: Other
Planned Action: Compliance Monitoring

T Bus

Parts Reviewed Certification:

325 382 383 387 390 391 392 393 395 396 397 398 399 171 172 173 177 178 180

Prior Reviews **Prior Prosecutions** **Reason not Rated:** Special Study **Study Code:** CA
 6/26/2015
 6/10/2014
 6/10/2013

Unsat/Unfit Information

Is the motor carrier of passengers subject to the safety fitness procedures contained in 49 CFR part 385 subpart A, AND does it transport passengers in a commercial motor vehicle?

Yes - Intrastate

Does carrier transport placardable quantities of hazardous materials?

Not Applicable

Unsat/Unfit rule:

Corporate Contact: Bertha Aguirre
Corporate Contact Title: Vice President Operations

Special Study Information:

Remarks:

Terminal Name: Empire Transportation Inc CA# - 326916
 Terminal Address: 300 W Katella Ave Anaheim CA 92802 FCN - 379706
 PUC Request CHP Inspection / Recommendation
 Rating Information:
 In accordance with 13 CCR 1233, this terminal has been rated Satisfactory at this time.
 Based on this inspection, approval for PUC operating authority is being recommended.

| | | |
|---------------------------|-----|----------------------|
| Upload Authorized: | Yes | No |
| Authorized by: | | Date: |
| Uploaded: | Yes | No |
| Verified by: | | Date: |
| | | Failure Code: |



DRIVER/VEHICLE EXAMINATION REPORT



California Highway Patrol
9330 Farnham Street
San Diego, CA 92123
Phone: (858) 650-3600
Internationally Accredited Agency CHP407F/343A

Report Number: CAA086309849
Inspection Date: 05/19/2016
Start: 8:02 AM MT End: 9:00 AM MT
Inspection Level: V - Terminal Inspection
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA, 90706
USDOT: 2731988 Phone#: (562)529-2676
MC/MX#: State#: 326916 Fax#: State:
Location: ANAHEIM Milepost: Shipper: N/A
Highway: Origin: N/A Bill of Lading: N/A
County: ORANGE Destination: N/A Cargo: N/A

VEHICLE IDENTIFICATION

| Unit | Type | Make | Year | State | Plate | Equipment ID | VIN | GVWR | CVSA Existing | CVSA # |
|------|------|------|------|-------|---------|--------------|-------------------|-------|---------------|--------|
| 1 | BU | CHAM | 2008 | CA | 8R03005 | 183 | 1GBJ5V1G28F406812 | 26000 | | |

BRAKE ADJUSTMENTS

| Axle # | 1 | 2 |
|---------|------|------|
| Right | N/A | N/A |
| Left | N/A | N/A |
| Chamber | HYDR | HYDR |

VIOLATIONS: No violations were discovered

HazMat: No HM transported Placard: Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: 670; Bus Type: 1; File Code Number: 379706; Fuel Type: CNG; Odometer: 375652; Passenger Capacity: 34; Pre-Cleared Vehicle: N; PUC: 21507; Regulated Vehicle: Y; Veh #1 Type: 11

Report Prepared By:
L. Clemens

Badge #:
A08630

Copy Received By:



02731988 CA CAA086309849

X _____ X _____

DRIVER/VEHICLE EXAMINATION REPORT



California Highway Patrol
9330 Farnham Street
San Diego, CA 92123
Phone: (858) 650-3600
Internationally Accredited Agency CHP407F/343A

Report Number: CAA086309846
Inspection Date: 05/19/2016
Start: 11:43 AM MT End: 12:41 PM MT
Inspection Level: V - Terminal Inspection
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA, 90706
USDOT: 2731988 Phone#: (562)529-2676
MC/MX#: State#: 326916 Fax#: State:
Location: ANAHEIM Milepost: Shipper: N/A
Highway: Origin: N/A Bill of Lading: N/A
County: ORANGE Destination: N/A Cargo: N/A

VEHICLE IDENTIFICATION

| Unit | Type | Make | Year | State | Plate | Equipment ID | VIN | GVWR | CVSA Existing | CVSA # |
|------|------|------|------|-------|---------|--------------|-------------------|-------|---------------|--------|
| 1 | BU | THOR | 2008 | CA | 8R03001 | 185 | 1GBJ5V1GX8F406167 | 26000 | | |

BRAKE ADJUSTMENTS

Axle # 1 2
Right N/A N/A
Left N/A N/A
Chamber HYDR HYDR

VIOLATIONS: No violations were discovered

HazMat: No HM transported Placard: Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: 670; Bus Type: 1; File Code Number: 379706; Fuel Type: CNG; Odometer: 400421; Passenger Capacity: 34; Pre-Cleared Vehicle: N; PUC: 21507; Regulated Vehicle: Y; Veh #1 Type: 11

Report Prepared By:
L. Clemens

Badge #:
A08630

Copy Received By:



02731988 CA CAA086309846

X _____ X _____

DRIVER/VEHICLE EXAMINATION REPORT



California Highway Patrol
9330 Farnham Street
San Diego, CA 92123
Phone: (858) 650-3600
Internationally Accredited Agency CHP407F/343A

Report Number: CAA086309850
Inspection Date: 05/19/2016
Start: 7:03 AM MT End: 8:01 AM MT
Inspection Level: V - Terminal Inspection
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA, 90706
USDOT: 2731988 Phone#: (562)529-2676
MC/MX#: State#: 326916 Fax#: State:
Location: ANAHEIM Milepost: Shipper: N/A
Highway: Origin: N/A Bill of Lading: N/A
County: ORANGE Destination: N/A Cargo: N/A

VEHICLE IDENTIFICATION

| Unit | Type | Make | Year | State | Plate | Equipment ID | VIN | GVWR | CVSA Existing | CVSA # |
|------|------|------|------|-------|---------|--------------|-------------------|-------|---------------|--------|
| 1 | BU | STAR | 2009 | CA | 8S86044 | 233 | 1GBE5V1G29F400382 | 26000 | | |

BRAKE ADJUSTMENTS

| Axle # | 1 | 2 |
|---------|------|------|
| Right | N/A | N/A |
| Left | N/A | N/A |
| Chamber | HYDR | HYDR |

VIOLATIONS

| Section | Type | Unit | OOS | Citation # | Verify | Crash | Violations Discovered |
|-------------|------|------|-----|------------|--------|-------|---|
| 24252(A) VC | S | 1 | N | | N | N | Left rear marker lamp inoperative--393.9(a) |

HazMat: No HM transported Placard: Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: 670; Bus Type: 1; File Code Number: 379706; Fuel Type: LPG; Odometer: 307151; Passenger Capacity: 24; Pre-Cleared Vehicle: N; PUC: 21507; Regulated Vehicle: Y; Veh #1 Type: 11; WC Passenger Capacity: 1

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.

Report Prepared By:
L. Clemens

Badge #:
A08630

Copy Received By:



02731988 CA CAA086309850

X _____ X _____

DRIVER/VEHICLE EXAMINATION REPORT



California Highway Patrol
9330 Farnham Street
San Diego, CA 92123
Phone: (858) 650-3600
Internationally Accredited Agency CHP407F/343A

Report Number: CAA086309851
Inspection Date: 05/19/2016
Start: 6:04 AM MT End: 7:02 AM MT
Inspection Level: V - Terminal Inspection
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA, 90706
USDOT: 2731988 Phone#: (562)529-2676
MC/MX#: MC/MX# State#: 326916
State#: 326916
Location: ANAHEIM Milepost: Shipper: N/A
Highway: Origin: N/A Bill of Lading: N/A
County: ORANGE Destination: N/A Cargo:

VEHICLE IDENTIFICATION

| Unit | Type | Make | Year | State | Plate | Equipment ID | VIN | GVWR | CVSA Existing | CVSA # |
|------|------|------|------|-------|---------|--------------|-------------------|-------|---------------|--------|
| 1 | BU | STAR | 2015 | CA | 44307V1 | 285 | 3FRNF6HD0FV718603 | 26000 | | |

BRAKE ADJUSTMENTS

| Axle # | 1 | 2 |
|---------|------|------|
| Right | N/A | N/A |
| Left | N/A | N/A |
| Chamber | HYDR | HYDR |

VIOLATIONS: No violations were discovered

HazMat: No HM transported Placard: Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: 670; Bus Type: 1; File Code Number: 379706; Fuel Type: CNG; Odometer: 36232; Passenger Capacity: 39; Pre-Cleared Vehicle: N; PUC: 21507; Regulated Vehicle: Y; Veh #1 Type: 11

Report Prepared By:
L. Clemens

Badge #:
A08630

Copy Received By:



02731988 CA CAA086309851

X _____ X _____

DRIVER/VEHICLE EXAMINATION REPORT



California Highway Patrol
9330 Farnham Street
San Diego, CA 92123
Phone: (858) 650-3600
Internationally Accredited Agency CHP407F/343A

Report Number: CAA086309847
Inspection Date: 05/19/2016
Start: 10:44 AM MT End: 11:42 AM MT
Inspection Level: V - Terminal Inspection
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA, 90706
USDOT: 2731988 Phone#: (562)529-2676
MC/MX#: Fax#: State:
State#: 326916 Date of Birth:
Location: ANAHEIM Milepost: Shipper: N/A
Highway: Origin: N/A Bill of Lading: N/A
County: ORANGE Destination: N/A Cargo: N/A

VEHICLE IDENTIFICATION

| Unit | Type | Make | Year | State | Plate | Equipment ID | VIN | GVWR | CVSA Existing | CVSA # |
|------|------|------|------|-------|---------|--------------|-------------------|-------|---------------|--------|
| 1 | BU | STAR | 2015 | CA | 44335V1 | 287 | 3FRNF6HD6FV718606 | 26000 | | |

BRAKE ADJUSTMENTS

| Axle # | 1 | 2 |
|---------|------|------|
| Right | N/A | N/A |
| Left | N/A | N/A |
| Chamber | HYDR | HYDR |

VIOLATIONS: No violations were discovered

HazMat: No HM transported Placard: Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: 670; Bus Type: 1; File Code Number: 379706; Fuel Type: CNG; Odometer: 39553; Passenger Capacity: 39; Pre-Cleared Vehicle: N; PUC: 21507; Regulated Vehicle: Y; Veh #1 Type: 11

Report Prepared By:
L. Clemens

Badge #:
A08630

Copy Received By:



02731988 CA CAA086309847

X _____ X _____

DRIVER/VEHICLE EXAMINATION REPORT



California Highway Patrol
9330 Farnham Street
San Diego, CA 92123
Phone: (858) 650-3600
Internationally Accredited Agency CHP407F/343A

Report Number: CAA086309848
Inspection Date: 05/19/2016
Start: 9:15 AM MT End: 10:13 AM MT
Inspection Level: V - Terminal Inspection
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA, 90706
USDOT: 2731988 Phone#: (562)529-2676
MC/MX#: Fax#: State:
State#: 326916
Location: ANAHEIM Milepost: Shipper: N/A
Highway: Origin: N/A Bill of Lading: N/A
County: ORANGE Destination: N/A Cargo: N/A

VEHICLE IDENTIFICATION

| Unit | Type | Make | Year | State | Plate | Equipment ID | VIN | GVWR | CVSA Existing | CVSA # |
|------|------|------|------|-------|---------|--------------|-------------------|-------|---------------|--------|
| 1 | BU | STAR | 2015 | CA | 44311V1 | 290 | 3FRNF6HDXFV718611 | 26000 | | |

BRAKE ADJUSTMENTS

| Axle # | 1 | 2 |
|---------|------|------|
| Right | N/A | N/A |
| Left | N/A | N/A |
| Chamber | HYDR | HYDR |

VIOLATIONS: No violations were discovered

HazMat: No HM transported Placard: Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: 670; Bus Type: 1; File Code Number: 379706; Fuel Type: CNG; Odometer: 36797; Passenger Capacity: 34; Pre-Cleared Vehicle: N; PUC: 21507; Regulated Vehicle: Y; Veh #1 Type: 11

Report Prepared By:
L. Clemens

Badge #:
A08630

Copy Received By:



02731988 CA CAA086309848

X _____

X _____

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
**SAFETY COMPLIANCE REPORT/
TERMINAL RECORD UPDATE**
CHP 343 (Rev 6-10) OPI 062

| | | | | |
|---|---------------------|----------------------------|----------------------|---------------|
| NEW TERMINAL INFORMATION <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | CA NUMBER 326916 | FILE CODE NUMBER 379706 | COUNTY CODE 30 | BED |
| TERMINAL TYPE <input type="checkbox"/> Truck <input checked="" type="checkbox"/> Bus | CODE T | OTHER PROGRAM(S) | LOCATION CODE 670 | SUBAREA 05 |

TERMINAL NAME
Empire Transportation Inc

TELEPHONE NUMBER (W/ AREA CODE)
714-781-1359

TERMINAL STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE)
300 W Katella Anaheim CA 92802

MAILING ADDRESS (NUMBER, STREET, CITY, STATE, ZIP CODE) (IF DIFFERENT FROM ABOVE)
8800 Park St Bellflower CA 90706

INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY)

LICENSE, FLEET AND TERMINAL INFORMATION

| | | | | | | | |
|-------------|---------------|--------------|------------------|--------------------|----------------------------|---|----------------|
| HM LIC. NO. | HWY. REG. NO. | IMS LIC. NO. | TRUCKS AND TYPES | TRAILERS AND TYPES | BUSES BY TYPE I- 18 II- | DRIVERS 34 | BIT FLEET SIZE |
| EXP. DATE | EXP. DATE | EXP. DATE | REG. CT | HW VEH. | HW CONT. | PPB / CSAT <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |

CONSOLIDATED TERMINALS
 Yes No

FILE CODE NUMBER OF CONSOLIDATED TERMINALS AND DIVISION LOCATIONS BY NUMBER (Use Remarks for Additional FCNS)

EMERGENCY CONTACTS (In Calling Order of Preference)

EMERGENCY CONTACT (NAME)
Ulises Serpas

DAY TELEPHONE NO. (W/ AREA CODE)
714-781-1359

NIGHT TELEPHONE NO. (W/ AREA CODE)
310-345-2159

EMERGENCY CONTACT (NAME)
Bertha Aguirre Ext 114

DAY TELEPHONE NO. (W/ AREA CODE)
562-529-2676

NIGHT TELEPHONE NO. (W/ AREA CODE)
310-562-2241

ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL LAST YEAR [2014]

| | | | | | | | | |
|--------------------------------------|--|---|--|--|---|--|---|---|
| <input type="checkbox"/> A UNDER 100 | <input type="checkbox"/> B 15,001 - 50,000 | <input type="checkbox"/> C 50,001 - 100,000 | <input type="checkbox"/> D 100,001 - 500,000 | <input type="checkbox"/> E 500,001 - 1,000,000 | <input checked="" type="checkbox"/> F 1,000,001 - 2,000,000 | <input type="checkbox"/> G 2,000,001 - 5,000,000 | <input type="checkbox"/> H 5,000,001 - 10,000,000 | <input type="checkbox"/> I MORE THAN 10,000,000 |
|--------------------------------------|--|---|--|--|---|--|---|---|

OPERATING AUTHORITIES OR PERMITS

PUC T TCP PSC

MOTOR CARRIER OF PROPERTY PERMIT ACTIVE
 Yes No N/A

IMS FITNESS EVALUATION
 Yes No

USDOT US DOT NUMBER MC MX

REASON FOR INSPECTION

Annual Inspection

INSPECTION FINDINGS

| REQUIREMENTS | VIOL. | HAZARDOUS MATERIALS | DRIVER RECORDS | REG. EQUIPMENT | HAZARDOUS MATERIALS | TERMINAL |
|------------------------|-------|---|---|------------------------------|--|-----------------|
| MAINTENANCE PROGRAM | | 1 S 2 S 3 S 4 S | 1 S 2 S 3 S 4 S | 1 S 2 S 3 S 4 S | 1 N/A 2 3 4 | 1 S 2 S 3 S 4 S |
| DRIVER RECORDS | | No. 6 Time 4.0 | No. 17 Time 6.0 | No. 6 Time 6.0 | TIME | TOTAL TIME 16.0 |
| DRIVER HOURS | | <input type="checkbox"/> No. H/M Transported | <input type="checkbox"/> No. H/M Violations noted | CONTAINERS/TANKS No. Time | VEHICLES PLACED OUT-OF-SERVICE Vehicles 1 Units | |
| BRAKES | | REMARKS | | | | |
| LAMPS & SIGNALS | 1 | Inspected (6) vehicles along with associated maintenance records, driver records for compliance with Motor Carrier safety regulations and statutes. | | | | |
| CONNECTING DEVICES | | | | | | |
| STEERING & SUSPENSION | 1 | For violations see attached pages. | | | | |
| TIRES & WHEELS | | Terminal Rated Satisfactory | | | | |
| EQUIPMENT REQUIREMENTS | 2 | | | | | |
| CONTAINERS & TANKS | | | | | | |
| HAZARDOUS MATERIALS | | | | | | |

BIT I R NON-BIT

FEES DUE Y N CHP 345 No CHP 100D COL. 13, 14

INSPECTION DATE(S)
6/25/2015, 6/26/2015

TIME IN 0600 TIME OUT 1430

INSPECTED BY (NAME(S))
L E Clemens

ID NUMBER(S)
A08630

SUSPENSE DATE
 Auto None

MOTOR CARRIER CERTIFICATION

I hereby certify that all violations described hereon and recorded on the attached pages (2 through 8), will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the Motor Carrier Safety Unit Supervisor at 714-288-2603 within 5 calendar days of the rating.

CURRENT TERMINAL RATING
SATISFACTORY

CARRIER REPRESENTATIVE'S SIGNATURE
Ulises Serpas

DATE
6/26/2015

CARRIER REPRESENTATIVE'S PRINTED NAME
Ulises Serpas

TITLE
Terminal Manager

DRIVER LICENSE NUMBER
CA

CONTINUATION
CHP 343-1 (REV 10-97) OPI 062

| | | | |
|--------------|--------------------------------|---------------------------|---------|
| DATE | 06/26/15 | THIS IS A CONTINUATION OF | CHP 343 |
| CARRIER NAME | Empire Transportation Inc | CA NUMBER | 326916 |
| ADDRESS | 300 W Katella Anaheim CA 92802 | FC NUMBER | 379706 |

| | | | |
|--------------|--------------------------------|-----------|--------|
| CARRIER NAME | Empire Transportation Inc | CA NUMBER | 326916 |
| ADDRESS | 300 W Katella Anaheim CA 92802 | FC NUMBER | 379706 |

REMARKS

13 CCR 1230 The following vehicle was placed out of service :

Bus unit number 186 license 8R03003

Inoperative Left Rear Turn Signal

This vehicle may be returned to highway service only after proper repair of the out of service condition.

of Service Condition is not of a long standing nature.

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Telephone 1-858-650-3655

Report Number: CA3P2K001211
Inspection Date: 06/25/2015
Start: 7:18:00 AM PT End: 8:16:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706
USDOT#:
MC/MX#:
State#: 326916
Location: 300 W KATELLA ANAHEIM
Highway:
County: ORANGE, CA

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, SPEM, 2008, CA, 8R03004, 182, 1GBJ5V1G08F406730, 26,000

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chassis. Row 1: 1, 2, N/A, N/A, N/A, N/A, HYDR, HYDR

VIOLATIONS

Table with columns: Vio Code, Section, Unit, OOS, Citation #, Verify, Crash, Violations Discovered. Row 1: 396.5B, 1232(C) CCR, 1, N, N, N, Excessive oil and grease on chassis/steering gearbox leaking--396.5(b)

HazMat: No HM Transported. Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: 670; Veh #1 Type: 11; Regulated Vehicle: Y; Responsible Person: THOR CONV MFR DATE 10/07; Address: LAST INSP 05-14-15 364,932; Odometer: 369162; File Code Number: 379706; Fuel Type: CNG; Passenger Capacity: 34; WC Passenger Capacity: 0; Bus Type: 1;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By: CLEMENS

Badge #: A08630

Copy Received By:



CA CA3P2K001211

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Telephone 1-858-650-3655

Report Number: CA3P2K001212
Inspection Date: 06/25/2015
Start: 8:19:00 AM PT End: 9:17:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706
USDOT#:
MC/MX#:
State#: 326916
Location: 300 W KATELLA ANAHEIM
Highway:
County: ORANGE, CA

MilePost:
Origin:
Destination:

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, SPEM, 2008, CA, 8R03003, 186, 1GBJ5V1G98F406533, 26,000

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Cha. Row 1: 1, 2, N/A, N/A, N/A, N/A, HYDR, HYDR

VIOLATIONS

Table with columns: Vio Code, Section, Unit, OOS, Citation #, Verify, Crash, Violations Discovered. Row 1: 393.9, 24252(A) VC, 1, Y, U, N, Left rear turn signal lamp inoperative--393.9(a)

HazMat: No HM Transported. Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Seat/Sub Area: 670; Veh #1 Type: 11; Regulated Vehicle: Y; Responsible Person: THOR CONV MFR DATE 10/07; Address: LAST INSP
15-19-15 352,879; Odometer: 356177; File Code Number: 379706; Fuel Type: CNG; Passenger Capacity: 34; WC Passenger Capacity: 0;
Bus Type: 1;

I hereby declare each vehicle with a Y in the OOS column of the violation section of this report to be OUT-OF-SERVICE. No person shall operate such vehicle until all
OUT-OF-SERVICE defects have been repaired and the vehicle has been restored to safe operating condition.

Signature Of Repairer X: Facility: Date:

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol.
NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By:
.. CLEMENS

Badge #:
A08630

Copy Received By:



DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Telephone 1-858-650-3655

Report Number: CA3P2K001213
Inspection Date: 06/25/2015
Start: 9:25:00 AM PT End: 10:24:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706
USDOT#: Phone#:
MC/MX#: Fax#:
State#: 326916
Location: 300 W KATELLA ANAHEIM
Highway:
County: ORANGE, CA

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Character

VIOLATIONS

Table with columns: Vio Code, Section, Unit, OOS, Citation #, Verify, Crash, Violations Discovered

HazMat: No HM Transported. Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: 670; Veh #1 Type: 11; Regulated Vehicle: Y; Responsible Person: STARCRAFT CONV MFR DATE 8/08; Address: LAST INSP 06-08-15 273,213; Odometer: 273818; File Code Number: 379706; Fuel Type: LPG; Passenger Capacity: 24; WC Passenger Capacity: 2; Bus Type: 1;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol.
NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By: L. CLEMENS

Badge #: A08630

Copy Received By:



CA CA3P2K001213

X

X

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Telephone 1-858-650-3655

Report Number: CA3P2K001210
Inspection Date: 06/25/2015
Start: 6:17:00 AM PT End: 7:15:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706
USDOT#: Phone#:
MC/MX#: Fax#:
State#: 326916
Location: 300 W KATELLA ANAHEIM
Highway:
County: ORANGE, CA

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth: Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker

BRAKE ADJUSTMENTS

Axle # 1 2
Right N/A N/A
Left N/A N/A
Character HYDR HYDR

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported. Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: 670; Veh #1 Type: 11; Regulated Vehicle: Y; Responsible Person: STARCRAFT CONV MFR DATE 10/14; Address: LAST INSP 05-27-15 2,287; Odometer: 5216; File Code Number: 379706; Fuel Type: CNG; Passenger Capacity: 39; WC Passenger Capacity: 0; Bus Type: 1;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol.
NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By:
L. CLEMENS

Badge #:
A08630

Copy Received By:



CA CA3P2K001210

X

X

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Telephone 1-858-650-3655

Report Number: CA3P2K001214
Inspection Date: 06/25/2015
Start: 11:03:00 AM PT End: 12:01:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706
USDOT#: Phone#:
MC/MX#: Fax#:
State#: 326916
Location: 300 W KATELLA ANAHEIM
Highway:
County: ORANGE, CA

MilePost:
Origin: Destination:
Shipper:
Bill of Lading:
Cargo:

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, SPEM, 2015, CA, 44335V1, 287, 3FRNF6HD6FV718606, 26,000

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Character. Row 1: 1, 2, N/A, N/A, N/A, N/A, HYDR, HYDR

VIOLATIONS : No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: 670; Veh #1 Type: 11; Regulated Vehicle: Y; Responsible Person: STARCRAFT CONV MFR DATE 10/14; Address: LAST INSP 05-27-15 2,272; Odometer: 4026; File Code Number: 379706; Fuel Type: CNG; Passenger Capacity: 39; WC Passenger Capacity: 0; Bus Type: 1;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol.
NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By: L. CLEMENS

Badge #: A08630

Copy Received By:



DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Telephone 1-858-650-3655

Report Number: CA3P2K001215
Inspection Date: 06/25/2015
Start: 12:21:00 PM PT End: 1:19:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706
USDOT#:
MC/MX#:
State#: 326916
Location: 300 W KATELLA ANAHEIM
Highway:
County: ORANGE, CA

MilePost:
Origin:
Destination:

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chassis

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: 670; Veh #1 Type: 11; Regulated Vehicle: Y; Responsible Person: STARCRAFT CONV MFR DATE 10/14; Address: LAST INSP 05-27-15 2,233; Odometer: 4599; File Code Number: 379706; Fuel Type: CNG; Passenger Capacity: 39; WC Passenger Capacity: 0; Bus Type: 1;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol.
NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By: L. CLEMENS

Badge #: A08630

Copy Received By:

Page 1 of 1



CA CA3P2K001215

| | | | | |
|---|---------------------|----------------------------|----------------------|----------------|
| NEW TERMINAL INFORMATION <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | CA NUMBER 326916 | FILE CODE NUMBER 245940 | COUNTY CODE 19 | BED |
| TERMINAL TYPE <input type="checkbox"/> Truck <input checked="" type="checkbox"/> Bus | CODE B | OTHER PROGRAM(S) T | LOCATION CODE 550 | SUBAREA S44 |

| | |
|--|---|
| TERMINAL NAME EMPIRE TRANSPORTATION INC | TELEPHONE NUMBER (W/ AREA CODE) 562-529-2676 |
|--|---|

TERMINAL STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE)
8800 PARK ST, BELLFLOWER, CA 90706

| | |
|---|--|
| MAILING ADDRESS (NUMBER, STREET, CITY, STATE, ZIP CODE) (IF DIFFERENT FROM ABOVE) 8800 PARK ST, BELLFLOWER, CA 90706 | INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY) 8800 PARK ST, BELLFLOWER, CA 90706 |
|---|--|

LICENSE, FLEET AND TERMINAL INFORMATION

| | | | | | | | |
|--------------------|----------------------|---------------------|-------------------------|---------------------------|-----------------------------|---|----------------|
| HM LIC. NO. N/A | HWT. REG. NO. N/A | IMS LIC. NO. N/A | TRUCKS AND TYPES N/A | TRAILERS AND TYPES N/A | BUSES BY TYPE I- 2 II- 2 | DRIVERS 6 | BIT FLEET SIZE |
| EXP. DATE N/A | EXP. DATE N/A | EXP. DATE N/A | REG. CT N/A | HW VEH. N/A | HW CONT. N/A | PPB / CSAT <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | N/A |

| | |
|---|--|
| CONSOLIDATED TERMINALS <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | FILE CODE NUMBER OF CONSOLIDATED TERMINALS AND DIVISION LOCATIONS BY NUMBER (Use Remarks for Additional FCNS) N/A |
|---|--|

EMERGENCY CONTACTS (In Calling Order of Preference)

| | | |
|--|--|------------------------------------|
| EMERGENCY CONTACT (NAME) BERTHA AGUIREE | DAY TELEPHONE NO. (W/ AREA CODE) 562-529-2676 EXT 144 | NIGHT TELEPHONE NO. (W/ AREA CODE) |
| EMERGENCY CONTACT (NAME) JOSE GUZMAN | DAY TELEPHONE NO. (W/ AREA CODE) 562-529-2676 EXT 126 | NIGHT TELEPHONE NO. (W/ AREA CODE) |

ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL LAST YEAR [2014]

| | | | | | | | | |
|---|---|---|--|--|--|--|---|---|
| <input type="checkbox"/> A UNDER 15,000 | <input checked="" type="checkbox"/> B 15,001 - 50,000 | <input type="checkbox"/> C 50,001 - 100,000 | <input type="checkbox"/> D 100,001 - 500,000 | <input type="checkbox"/> E 500,001 - 1,000,000 | <input type="checkbox"/> F 1,000,001 - 2,000,000 | <input type="checkbox"/> G 2,000,001 - 5,000,000 | <input type="checkbox"/> H 5,000,001 - 10,000,000 | <input type="checkbox"/> I MORE THAN 10,000,000 |
|---|---|---|--|--|--|--|---|---|

OPERATING AUTHORITIES OR PERMITS

| | | | | | |
|--------------|-----------------------------------|--|-------------------------------------|---|---|
| PUC N/A | <input type="checkbox"/> T N/A | <input checked="" type="checkbox"/> TCP N/A | <input type="checkbox"/> PSC N/A | MOTOR CARRIER OF PROPERTY PERMIT ACTIVE <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A | IMS FITNESS EVALUATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| USDOT N/A | US DOT NUMBER N/A | <input type="checkbox"/> MC N/A | <input type="checkbox"/> MX N/A | REASON FOR INSPECTION INITIAL BASIC BUS TERMINAL INSPECTION | |

INSPECTION FINDINGS INSPECTION RATINGS: S = Satisfactory U = Unsatisfactory C = Conditional UR = Unrated N/A = Not Applicable

| REQUIREMENTS | VIOL | MAINTENANCE PROGRAM | DRIVER RECORDS | REG. EQUIPMENT | HAZARDOUS MATERIALS | TERMINAL |
|------------------------|------|--|--------------------------------------|--|-------------------------|--------------|
| MAINTENANCE PROGRAM | 1 | 1 UR 2 S 3 4 | 1 UR 2 S 3 4 | 1 UR 2 S 3 4 | 1 N/A 2 N/A 3 N/A 4 N/A | 1 UR 2 S 3 4 |
| DRIVER RECORDS | 0 | No. 3 Time | No. 6 Time | No. 3 Time | TIME N/A | TOTAL TIME |
| DRIVER HOURS | 0 | HAZARDOUS MATERIALS <input checked="" type="checkbox"/> No H/M Transported <input type="checkbox"/> No H/M violations noted | CONTAINERS/TANKS No. N/A Time N/A | VEHICLES PLACED OUT-OF-SERVICE Vehicles N/A Units N/A | | |
| BRAKES | 2 | REMARKS SEE CHP 343-1 AND 407F ASPEN ATTACHED | | | | |
| LAMPS & SIGNALS | 0 | | | | | |
| CONNECTING DEVICES | N/A | | | | | |
| STEERING & SUSPENSION | 0 | | | | | |
| TIRES & WHEELS | 0 | | | | | |
| EQUIPMENT REQUIREMENTS | 1 | | | | | |
| CONTAINERS & TANKS | N/A | | | | | |
| HAZARDOUS MATERIALS | N/A | | | | | |

| | | | | | | | |
|--|--|--|-------------------------------------|---|--------------------------------|---------|----------|
| BIT <input type="checkbox"/> I <input type="checkbox"/> R <input checked="" type="checkbox"/> | NON - BIT <input checked="" type="checkbox"/> | FEES DUE <input type="checkbox"/> Yes <input type="checkbox"/> No | CHP 345 <input type="checkbox"/> | CHP 100D COL. <input type="checkbox"/> | INSPECTION DATE(S) 7/9/2015 | TIME IN | TIME OUT |
|--|--|--|-------------------------------------|---|--------------------------------|---------|----------|

| | | |
|--|------------------------|---|
| INSPECTED BY (NAME(S)) S.MIDDLEBROOKE | ID NUMBER(S) A13337 | SUSPENSE DATE <input checked="" type="checkbox"/> Auto <input type="checkbox"/> None |
|--|------------------------|---|

MOTOR CARRIER CERTIFICATION

I hereby certify that all violations described hereon and recorded on the attached pages (2 through 5), will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the Motor Carrier Safety Unit Supervisor at 323-644-6557 within 5 calendar days of the rating.

| | | |
|--|--|-----------------------------|
| CURRENT TERMINAL RATING SATISFACTORY | CARRIER REPRESENTATIVE'S SIGNATURE | DATE 7/9/2015 |
| CARRIER REPRESENTATIVE'S PRINTED NAME JOSE GUZMAN | TITLE SAFETY MANAGER | DRIVER LICENSE NUMBER STATE |

CONTINUATION

CHP 343-1 (REV 10-97) OPI 062

| | | | |
|--------------|------------------------------------|---------------------------|---------|
| DATE | 07/09/15 | THIS IS A CONTINUATION OF | CHP 343 |
| CARRIER NAME | EMPIRE TRANSPORTATION INC | CA NUMBER | 326916 |
| ADDRESS | 8800 PARK ST, BELLFLOWER, CA 90706 | FC NUMBER | 245940 |

REMARKS

MAINTENANCE PROGRAM VIOLATIONS:

3 CCR 1215(f) Carrier does not repair defect(s) reported on the driver's daily vehicle condition reports, and attest to the repair by signing or having an authorized agent sign the reports. Defects or deficiencies reported on drivers' daily vehicle condition reports that are likely to affect the safe operation of the motor vehicle or combination are required to be repaired prior to returning to operation. The motor carrier or an authorized agent shall certify on the report that necessary repairs have been completed prior to the vehicle returning to operation.

Unit # 251 drivers DVIR indicated defective door: 05-06-15, 05-07-15, 05-08-15

Unit # L-205 drivers DVIR indicated vehicle alignment issues: 06-23-15, 06-24-15, 06-25-15, 06-26-15

DRIVER RECORDS VIOLATIONS:

Due to carrier having two types of operations (Tour Bus / Basic Bus) driver records were inspected in conjunction with the annual tour bus terminal inspection. Driver records meet all the requirements for basic bus operation.

RATING:

3CCR 1233 Terminal is rated SATISFACTORY at this time.

CHANGE OF ADDRESS:

3CCR 1233.5 Carrier is required to notify the department of any change of address or cessation of regulated activity at any of the carrier's terminals. Carrier shall notify the department in writing within 15 days of the change and shall be forwarded to:

California Highway Patrol

COMMERCIAL RECORDS UNIT

P.O. BOX 942898

SACRAMENTO, CA. 94298-0001

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
(323) 644-9557

Report Number: CA3P14001150
Inspection Date: 07/07/2015
Start: 9:30:00 AM CT End: 10:00:00 AM CT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
800 PARK ST
MELLFLOWER, CA 90706
ISDOT#:
IC/MX#:
Phone#:
Fax#:
Date#: 326916
Location: 8800 PARK ST
Highway:
County: LOS ANGELES, CA

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, CHEV, 2008, CA, 8V75559, 251, 1GB25V1GX8F406185, 19,500

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Hydraulic. Row 1: 1, N/A, N/A, HYDR

VIOLATIONS

Table with columns: Violation Code, Section, Unit, OOS, Citation #, Verify, Crash, Violations Discovered. Rows include citations for front license plate not visible and brake hose issues.

HazMat: No HM Transported. Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

Vehicle Information:

Seat/Sub Area: S44; PUC: 21507; Veh #1 Type: 10; Regulated Vehicle: Y; Odometer: 244631; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 26; Bus Type: 1;

Signature Of Repairer X: Facility: Date:

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By:
JEAN MIDDLEBROOKE

Badge #: A13337
Copy Received By:



DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
(323) 644-9557

Report Number: CA3P14001159
Inspection Date: 07/09/2015
Start: 6:45:00 AM CT End: 7:15:00 AM CT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
800 PARK ST
MELLFLOWER, CA 90706

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
State:
State:

ISDOT#:
IC/MX#:
State#: 326916

Phone#:
Fax#:

Location: 8800 PARK ST
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, CHEV, 2010, CA, 1358267, L-205, 1GB9G5AGXA1104524, 14,200

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Character. Row 1: 1, N/A, N/A, HYDR. Row 2: 2, N/A, N/A, HYDR.

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

Vehicle Information:

Seat/Sub Area: S44; Veh #1 Type: 11; Regulated Vehicle: Y; Odometer: 107154; File Code Number: 245940; Fuel Type: LPG; Passenger Capacity: 12; WC Passenger Capacity: 2; Bus Type: 2;

Signature Of Repairer X: Facility: Date:

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By:
JEAN MIDDLEBROOKE

Badge #:
A13337

Copy Received By:

Page 1 of 1



CA CA3P14001159

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
(323) 644-9557

Report Number: CA3P14001160
Inspection Date: 07/09/2015
Start: 7:30:00 AM CT End: 8:00:00 AM CT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
800 PARK ST
MELLFLOWER, CA 90706

Driver:
License#:
Date of Birth: State:

ISDOT#:
Phone#:
IC/MX#:
Fax#:
State#: 326916

CoDriver:
License#:
Date of Birth: State:

Location: 8800 PARK ST
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, CHEV, 2010, CA, 1358266, L-204, 1GB9G5AG0A1104709, 14,200

WHAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Hand. Row 1: 1, N/A, N/A, HYDR

VIOLATIONS

Table with columns: Vio Code, Section, Unit, OOS, Citation #, Verify, Crash, Violations Discovered. Rows: 90.21A, 27900(A) VC /001, 1, N, N, N, Company name or logo needs to be legible from 50ft; 90.21A, 34507.5(B) VC /00, 1, N, N, N, Carrier ID number needs to be legible from 50ft

HazMat: No HM Transported. Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

Vehicle Information:

Seat/Sub Area: S44; Veh #1 Type: 11; Regulated Vehicle: Y; Odometer: 114440; File Code Number: 245940; Fuel Type: LPG; Passenger Capacity: 12; WC Passenger Capacity: 2; Bus Type: 2;

Signature Of Repairer X: Facility: Date:

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol.
NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By:
DEAN MIDDLEBROOKE

Badge #:
A13337

Copy Received By:

Page 1 of 1



CA CA3P14001160

X

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
**SAFETY COMPLIANCE REPORT/
TERMINAL RECORD UPDATE**
CHP 343 (Rev 6-10) OPI 062

| | | | | |
|---|---------------------|----------------------------|----------------------|----------------|
| NEW TERMINAL INFORMATION <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | CA NUMBER 326916 | FILE CODE NUMBER 245940 | COUNTY CODE 19 | BED |
| TERMINAL TYPE <input type="checkbox"/> Truck <input checked="" type="checkbox"/> Bus | CODE T | OTHER PROGRAM(S) B | LOCATION CODE 550 | SUBAREA S44 |

| | |
|--|---|
| TERMINAL NAME EMPIRE TRANSPORTATION INC | TELEPHONE NUMBER (W/ AREA CODE) 562-529-2676 |
|--|---|

| |
|--|
| TERMINAL STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE) 8800 PARK ST, BELLFLOWER, CA 90706 |
|--|

| | |
|---|--|
| MAILING ADDRESS (NUMBER, STREET, CITY, STATE, ZIP CODE) (IF DIFFERENT FROM ABOVE) 8800 PARK ST, BELLFLOWER, CA 90706 | INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY) 8800 PARK ST, BELLFLOWER, CA 90706 |
|---|--|

LICENSE, FLEET AND TERMINAL INFORMATION

| | | | | | | | |
|--------------------|----------------------|---------------------|-------------------------|---------------------------|-------------------------------|---|-----------------------|
| HM LIC. NO. N/A | HWT. REG. NO. N/A | IMS LIC. NO. N/A | TRUCKS AND TYPES N/A | TRAILERS AND TYPES N/A | BUSES BY TYPE I- 69 II- 12 | DRIVERS 81 | BIT FLEET SIZE N/A |
| EXP. DATE N/A | EXP. DATE N/A | EXP. DATE N/A | REG. CT N/A | HW VEH. N/A | HW CONT. N/A | PPB / CSAT <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |

| | |
|---|--|
| CONSOLIDATED TERMINALS <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | FILE CODE NUMBER OF CONSOLIDATED TERMINALS AND DIVISION LOCATIONS BY NUMBER (Use Remarks for Additional FCNS) N/A |
|---|--|

EMERGENCY CONTACTS (In Calling Order of Preference)

| | | |
|--|--|------------------------------------|
| EMERGENCY CONTACT (NAME) BERTHA AGUIREE | DAY TELEPHONE NO. (W/ AREA CODE) 562-529-2676 EXT 144 | NIGHT TELEPHONE NO. (W/ AREA CODE) |
| EMERGENCY CONTACT (NAME) JOSE GUZMAN | DAY TELEPHONE NO. (W/ AREA CODE) 562-529-2676 EXT 126 | NIGHT TELEPHONE NO. (W/ AREA CODE) |

ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL LAST YEAR [2014]

| | | | | | | | | |
|---|--|---|---|--|--|--|---|---|
| <input type="checkbox"/> A UNDER 15,000 | <input type="checkbox"/> B 15,001 - 50,000 | <input type="checkbox"/> C 50,001 - 100,000 | <input checked="" type="checkbox"/> D 100,001 - 500,000 | <input type="checkbox"/> E 500,001 - 1,000,000 | <input type="checkbox"/> F 1,000,001 - 2,000,000 | <input type="checkbox"/> G 2,000,001 - 5,000,000 | <input type="checkbox"/> H 5,000,001 - 10,000,000 | <input type="checkbox"/> I MORE THAN 10,000,000 |
|---|--|---|---|--|--|--|---|---|

OPERATING AUTHORITIES OR PERMITS

| | | | | |
|--------------|---|---|---|--|
| PUC N/A | <input type="checkbox"/> T <input checked="" type="checkbox"/> TCP PSC 21507 | MOTOR CARRIER OF PROPERTY PERMIT ACTIVE <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A | IMS FITNESS EVALUATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| USDOT N/A | US DOT NUMBER N/A | MC N/A | MX N/A | REASON FOR INSPECTION ANNUAL TOUR BUS TERMINAL INSPECTION |

INSPECTION FINDINGS INSPECTION RATINGS: S = Satisfactory U = Unsatisfactory C = Conditional UR = Unrated N/A = Not Applicable

| REQUIREMENTS | VIOL | MAINTENANCE PROGRAM | DRIVER RECORDS | REG. EQUIPMENT | HAZARDOUS MATERIALS | TERMINAL |
|------------------------|------|--|--------------------------------------|--|-------------------------|-----------------|
| MAINTENANCE PROGRAM | 1 | 1 S 2 S 3 S 4 S | 1 S 2 S 3 S 4 S | 1 S 2 S 3 S 4 S | 1 N/A 2 N/A 3 N/A 4 N/A | 1 S 2 S 3 S 4 S |
| DRIVER RECORDS | 0 | No. 14 Time | No. 13 Time | No. 14 Time | TIME N/A | TOTAL TIME |
| DRIVER HOURS | 0 | HAZARDOUS MATERIALS <input checked="" type="checkbox"/> No H/M Transported <input type="checkbox"/> No H/M violations noted | CONTAINERS/TANKS No. N/A Time N/A | VEHICLES PLACED OUT-OF-SERVICE Vehicles N/A Units N/A | | |
| BRAKES | 2 | REMARKS SEE CHP 343-1 AND 407F ASPEN ATTACHED | | | | |
| LAMPS & SIGNALS | 1 | | | | | |
| CONNECTING DEVICES | N/A | | | | | |
| STEERING & SUSPENSION | 0 | | | | | |
| TIRES & WHEELS | 0 | | | | | |
| EQUIPMENT REQUIREMENTS | 8 | | | | | |
| CONTAINERS & TANKS | N/A | | | | | |
| HAZARDOUS MATERIALS | N/A | | | | | |

| | | | | | | |
|--|--|-------------------------------------|---|---|---|----------|
| BIT <input type="checkbox"/> I <input type="checkbox"/> R <input checked="" type="checkbox"/> NON-BIT | FEES DUE <input type="checkbox"/> Yes <input type="checkbox"/> No | CHP 345 <input type="checkbox"/> | CHP 100D COL. <input type="checkbox"/> | INSPECTION DATE(S) 07-07, 07-08, 07-09 | TIME IN | TIME OUT |
| INSPECTED BY (NAME(S)) S.MIDDLEBROOKE | | | | ID NUMBER(S) A13337 | SUSPENSE DATE <input checked="" type="checkbox"/> Auto <input type="checkbox"/> None | |

MOTOR CARRIER CERTIFICATION

I hereby certify that all violations described hereon and recorded on the attached pages (2 through 16), will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the Motor Carrier Safety Unit Supervisor at 373-644-5857 within 5 calendar days of the rating.

| | | |
|--|--|-----------------------------|
| CURRENT TERMINAL RATING SATISFACTORY | CARRIER REPRESENTATIVE'S SIGNATURE | DATE 7/9/2015 |
| CARRIER REPRESENTATIVE'S PRINTED NAME JOSE GUZMAN | TITLE SAFETY MANAGER | DRIVER LICENSE NUMBER STATE |

CONTINUATION
CHP 343-1 (REV 10-97) OPI 062

| | |
|------------------------------------|---------------------------|
| DATE | THIS IS A CONTINUATION OF |
| 07- 07, 07-08, 07-09 | CHP 343 |
| CARRIER NAME | CA NUMBER |
| EMPIRE TRANSPORTATION INC | 326916 |
| ADDRESS | FC NUMBER |
| 8800 PARK ST, BELLFLOWER, CA 90706 | 245940 |

REMARKS

MAINTENANCE PROGRAM VIOLATIONS:

3 CCR 1215(f) Carrier does not repair defect(s) reported on the driver's daily vehicle condition reports, and attest to the repair by signing or having an authorized agent sign the reports. Defects or deficiencies reported on drivers' daily vehicle condition reports that are likely to affect the safe operation of the motor vehicle or combination are required to be repaired prior to returning to operation. The motor carrier or an authorized agent shall certify on the report that necessary repairs have been completed prior to the vehicle returning to operation.

Unit # 243 drivers DVIR indicated check engine light on: 04-01-15, 04-03-15, 04-06-15, 04-07-15, 04-20-15

Unit # 164 drivers DVIR indicated power steering problem: 05-22-15, 05-23-15, 05-24-15

Unit # 244 drivers DVIR indicated inoperative interior light: 05-15-15, 05-18-15, 05-19-15, 05-20-15, 05-21-15, 05-22-15

Unit # 259 drivers DVIR indicated inoperative turn signal: 04-01-15, 04-02-15

Unit # 251 drivers DVIR indicated defective door: 05-06-15, 05-07-15, 05-08-15

DRIVER RECORDS VIOLATIONS:

All records are current and on file at this time.

RATING:

3CCR 1233 Terminal is rated SATISFACTORY at this time.

CHANGE OF ADDRESS:

3CCR 1233.5 Carrier is required to notify the department of any change of address or cessation of regulated activity at any of the carrier's terminals. Carrier shall notify the department in writing within 15 days of the change and shall be forwarded to:

California Highway Patrol
COMMERCIAL RECORDS UNIT
P.O. BOX 942898
SACRAMENTO, CA. 94298-0001

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
(323) 644-9557

Report Number: CA3P14001158
Inspection Date: 07/07/2015
Start: 1:30:00 PM CT End: 2:00:00 PM CT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
3800 PARK ST
BELLFLOWER, CA 90706
JSDOT#:
IC/MX#:
State#: 326916
Location: 8800 PARK ST
Highway:
County: LOS ANGELES, CA

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 2011, CA, 72628B1, 259, 1FDFE4FS7BDA42091, 14,500

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Character. Row 1: 1, 2, N/A, N/A, HYDR, HYDR

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Seat/Sub Area: S44; PUC: 21507; Veh #1 Type: 10; Regulated Vehicle: Y; Odometer: 125750; File Code Number: 245940; Fuel Type: G;
Passenger Capacity: 16; WC Passenger Capacity: 2; Bus Type: 1;

Signature Of Repairer X: Facility: Date:

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol.
NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By:
DEAN MIDDLEBROOKE

Badge #:
A13337

Copy Received By:

Page 1 of 1



CA CA3P14001158

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
(323) 644-9557

Report Number: CA3P14001157
Inspection Date: 07/07/2015
Start: 1:00:00 PM CT End: 1:30:00 PM CT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
3800 PARK ST
BELLFLOWER, CA 90706

Driver:
License#:
Date of Birth: State:

JSDOT#:
Phone#:
MC/MX#:
Fax#:
State#: 326916

CoDriver:
License#:
Date of Birth: State:

Location: 8800
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 2009, CA, 907HN, 244, 1DFDE45S09DA47379, 14,500

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chan. Row 1: 1, 2, N/A, N/A, N/A, N/A, HYDR, HYDR

VIOLATIONS

Table with columns: Vio Code, Section, Unit, OOS, Citation #, Verify, Crash, Violations Discovered. Rows: 390.21A, 27900(A) VC /001, 1, N, N, N, Company name or trademark required to be visible from 50ft; 390.21A, 34507.5(B) VC /00, 1, N, N, N, Carrier ID number needs to be visible from 50ft

HazMat: No HM Transported. Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Seat/Sub Area: S44; PUC: 21507; Veh #1 Type: 10; Regulated Vehicle: Y; Odometer: 119201; File Code Number: 245940; Fuel Type:
LNG; Passenger Capacity: 16; WC Passenger Capacity: 2; Bus Type: 1;

Signature Of Repairer X: Facility: Date:

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol.
NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By:
SEAN MIDDLEBROOKE

Badge #:
A13337

Copy Received By:

Page 1 of 1



CA CA3P14001157

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
(323) 644-9557

Report Number: CA3P14001156
Inspection Date: 07/07/2015
Start: 12:30:00 PM CT End: 1:00:00 PM CT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
800 PARK ST
BELLFLOWER, CA 90706
JSDOT#:
IC/MX#:
State#: 326916
Location: 8800 PARK ST
Highway:
County: LOS ANGELES, CA

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 2001, CA, 6P83397, 163, 1FDXE45571HB06008, 14,050

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Hand. Row 1: 1, 2, N/A, N/A, N/A, N/A, HYDR, HYDR

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Seat/Sub Area: S44; PUC: 21507; Veh #1 Type: 10; Regulated Vehicle: Y; Odometer: 288061; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 25; Bus Type: 1;

Signature Of Repairer X: Facility: Date:

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By:
JEAN MIDDLEBROOKE

Badge #:
A13337

Copy Received By:



DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
(323) 644-9557

Report Number: CA3P14001155
Inspection Date: 07/07/2015
Start: 12:00:00 PM CT End: 12:30:00 PM CT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
3800 PARK ST
BELLFLOWER, CA 90706
JSDOT#:
MC/MX#:
State#: 326916
Location: 8800 PARK ST
Highway:
County: LOS ANGELES, CA

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chan.

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Seat/Sub Area: S44; PUC: 21507; Veh #1 Type: 10; Regulated Vehicle: Y; Odometer: 105771; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 10; Bus Type: 2;

Signature Of Repairer X: Facility: Date:

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol.
NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By:
JEAN MIDDLEBROOKE

Badge #:
A13337

Copy Received By:



DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
(323) 644-9557

Report Number: CA3P14001154
Inspection Date: 07/07/2015
Start: 11:30:00 AM CT End: 12:00:00 PM CT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
1800 PARK ST
BELLFLOWER, CA 90706

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
State:
State:

JSDOT#:
IC/MX#:
State#: 326916
Phone#:
Fax#:

Location: 8800 PARK ST
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 2011, CA, 100FL, 258, 1FDFE4FS5BDA43090, 14,500

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Hand. Row 1: 1, 2, N/A, N/A, HYDR, HYDR

VIOLATIONS

Table with columns: Vio Code, Section, Unit, OOS, Citation #, Verify, Crash, Violations Discovered. Row 1: 190.21A, 27900(A) VC /001, 1, N, N, N, Company name or trademark required to be visible from 50ft

HazMat: No HM Transported. Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Seat/Sub Area: S44; PUC: 21507; Veh #1 Type: 10; Regulated Vehicle: Y; Odometer: 92811; File Code Number: 245940; Fuel Type: G;
Passenger Capacity: 12; WC Passenger Capacity: 4; Bus Type: 1;

Signature Of Repairer X: Facility: Date:

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol.
NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By:
JEAN MIDDLEBROOKE

Badge #:
A13337

Copy Received By:

Page 1 of 1



CA CA3P14001154

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



CHP 407F/343A-Aspen
California Highway Patrol.
Questions regarding this report may be direct
the telephone number listed below.
(323) 644-9557

Report Number: CA3P14001153
Inspection Date: 07/07/2015
Start: 11:00:00 AM CT End: 11:30:00 AM CT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
800 PARK ST
BELLFLOWER, CA 90706
ISDOT#:
IC/MX#:
State#: 326916
Location: 8800 PARK ST
Highway:
County: LOS ANGELES, CA

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 2000, CA, 6E24755, 116, 1FBSS31L2XHC33018, 9,100

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Row 1: 1, 2, N/A, N/A, N/A, N/A, HYDR, HYDR

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Seat/Sub Area: S44; PUC: 21507; Veh #1 Type: 10; Regulated Vehicle: Y; Odometer: 358556; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 14; Bus Type: 2;

Signature Of Repairer X: Facility: Date:

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By:
JEAN MIDDLEBROOKE

Badge #:
A13337

Copy Received By:



DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
(323) 644-9557

Report Number: CA3P14001152
Inspection Date: 07/07/2015
Start: 10:30:00 AM CT End: 11:00:00 AM CT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
800 PARK ST
MELLFLOWER, CA 90706
ISDOT#:
IC/MX#:
State#: 326916
Location: 8800 PARK ST
Highway:
County: LOS ANGELES, CA

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 1999, CA, 6E23925, 115, 1FBSS31L5XHC33014, 9,100

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Hand. Row 1: 1, 2, N/A, N/A, N/A, N/A, HYDR, HYDR

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Seat/Sub Area: S44; PUC: 21507; Veh #1 Type: 10; Regulated Vehicle: Y; Odometer: 277971; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 14; Bus Type: 2;

Signature Of Repairer X: Facility: Date:

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By:
JEAN MIDDLEBROOKE

Badge #:
A13337

Copy Received By:



DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
(323) 644-9557

Report Number: CA3P14001151
Inspection Date: 07/07/2015
Start: 10:00:00 AM CT End: 10:30:00 AM CT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706
JSDOT#:
MC/MX#:
State#: 326916
Location: 8800 PARK ST
Highway:
County: LOS ANGELES, CA

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 2009, CA, 898HN, 243, 1FDFE45S49DA47353, 14,500

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Channel. Row 1: 1, N/A, N/A, HYDR, HYDR

VIOLATIONS

Table with columns: Vio Code, Section, Unit, OOS, Citation #, Verify, Crash, Violations Discovered. Rows: 390.21A, 27900(A) VC /001, 1, N, N, N, Carrier name or logo required to be clearly visible from 50ft; 390.21A, 34507.5(B) VC /001, 1, N, N, N, Carrier ID numbers not clearly visible from 50ft

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Seat/Sub Area: S44; PUC: 21507; Veh #1 Type: 10; Regulated Vehicle: Y; Odometer: 97444; File Code Number: 345940; Fuel Type: CNG; Passenger Capacity: 16; WC Passenger Capacity: 2; Bus Type: 1;

Signature Of Repairer X: Facility: Date:

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By: SEAN MIDDLEBROOKE

Badge #: A13337

Copy Received By:



DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



CHP 407F/343A-Aspen
 California Highway Patrol
 Questions regarding this report may be direct
 the telephone number listed below.
 (323) 644-9557

Report Number: CA3P14001150
 Inspection Date: 07/07/2015
 Start: 9:30:00 AM CT End: 10:00:00 AM CT
 Inspection Level: V - Terminal
 HM Inspection Type: None

EMPIRE TRANSPORTATION INC
 800 PARK ST
 BELLFLOWER, CA 90706

Driver:
 License#: State:
 Date of Birth:
 CoDriver:
 License#: State:
 Date of Birth:

ISDOT#: Phone#:
 IC/MX#: Fax#:
 State#: 326916

Location: 8800 PARK ST
 Highway:
 County: LOS ANGELES, CA

MilePost:
 Origin: NONE Shipper:
 Destination: NONE Bill of Lading:
 Cargo:

VEHICLE IDENTIFICATION

| Unit | Type | Make | Year | State | Plate # | Equipment ID | VIN | GVWR | CVSA # | CVSA Issued # | OOS Sticker |
|------|------|------|------|-------|---------|--------------|-------------------|--------|--------|---------------|-------------|
| 1 | BU | CHEV | 2008 | CA | 8V75559 | 251 | 1GB25V1GX8F406185 | 19,500 | | | |

BRAKE ADJUSTMENTS

| Axle # | 1 | 2 |
|--------|------|------|
| Right | N/A | N/A |
| Left | N/A | N/A |
| Char | HYDR | HYDR |

VIOLATIONS

| Violation Code | Section | Unit | OOS | Citation # | Verify | Crash | Violations Discovered |
|----------------|-------------------|------|-----|------------|--------|-------|---|
| 92.2RG | 5201 VC | 1 | N | | N | N | Front license plate not visible |
| 93.45B2 | 1245(F)(3) CCR /0 | 1 | N | | N | N | Axle # 1 right hydraulic brake hose from caliper worn from chaffing on inner fender |
| 93.45B2 | 1245(F)(3) CCR /0 | 1 | N | | N | N | Axle # 1 left caliper installed in wrong position causing hydraulic brake hose to curl and chaffing on inner plastic fender |

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Seat/Sub Area: S44; PUC: 21507; Veh #1 Type: 10; Regulated Vehicle: Y; Odometer: 244631; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 26; Bus Type: 1;

Signature Of Repairer X: _____ Facility: _____ Date: _____

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol.
 NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: _____ Title: _____ Date: _____

Report Prepared By:
 JEAN MIDDLEBROOKE

Badge #:
 A13337

Copy Received By:

Page 1 of 1



CA CA3P14001150

X _____

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
(323) 644-9557

Report Number: CA3P14001149
Inspection Date: 07/07/2015
Start: 9:00:00 AM CT End: 9:30:00 AM CT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
800 PARK ST
MELLFLOWER, CA 90706

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

ISDOT#:
Phone#:
Fax#:
State#: 326916
Location: 8800 PARK ST
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker

WHAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Hand

VIOLATIONS

Table with columns: Vio Code, Section, Unit, OOS, Citation #, Verify, Crash, Violations Discovered

HazMat: No HM Transported. Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Seat/Sub Area: S44; PUC: 21507; Veh #1 Type: 10; Regulated Vehicle: Y; Odometer: 170638; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 21; Bus Type: 1;

Signature Of Repairer X: Facility: Date:

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By:
DEAN MIDDLEBROOKE

Badge #:
A13337

Copy Received By:



DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
(323) 644-9557

Report Number: CA3P14001148
Inspection Date: 07/07/2015
Start: 8:30:00 AM CT End: 9:00:00 AM CT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
800 PARK ST
BELLFLOWER, CA 90706
ISDOT#:
IC/MX#:
State#: 326916
Location: 8800 PARK ST
Highway:
County: LOS ANGELES, CA

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 2009, CA, 136FL, 248, 1FDFE45S19DA47374, 14,500

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Row 1: 1, 2, N/A, N/A, N/A, N/A, HYDR, HYDR

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Seat/Sub Area: S44; PUC: 21507; Veh #1 Type: 10; Regulated Vehicle: Y; Odometer: 110317; File Code Number: 245940; Fuel Type:
DNG; Bus Type: 1;

Signature Of Repairer X: Facility: Date:

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol.
NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By: SEAN MIDDLEBROOKE

Badge #: A13337

Copy Received By:



DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
(323) 644-9557

Report Number: CA3P14001147
Inspection Date: 07/07/2015
Start: 8:00:00 AM CT End: 8:30:00 AM CT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
800 PARK ST
BELLFLOWER, CA 90706
JSDOT#:
IC/MX#:
State#: 326916
Location: 8800 PARK ST
Highway:
County: LOS ANGELES, CA

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 2001, CA, 8L53842, 164, 1FDXE45S61HB00068, 14,050

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Hand. Row 1: 1, 2, N/A, N/A, N/A, N/A, HYDR, HYDR

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Seat/Sub Area: S44; PUC: 21507; Veh #1 Type: 10; Regulated Vehicle: Y; Odometer: 273862; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 25; Bus Type: 1;

Signature Of Repairer X: Facility: Date:

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By:
JEAN MIDDLEBROOKE

Badge #:
A13337

Copy Received By:

Page 1 of 1



CA CA3P14001147

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
(323) 644-9557

Report Number: CA3P14001146
Inspection Date: 07/07/2015
Start: 7:30:00 AM CT End: 8:00:00 AM CT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
800 PARK ST
MELLFLOWER, CA 90706
ISDOT#:
IC/MX#:
State#: 326916
Location: 8800 PARK ST
Highway:
County: LOS ANGELES, CA

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Hand

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Seat/Sub Area: S44; PUC: 21507; Veh #1 Type: 10; Regulated Vehicle: Y; Odometer: 166540; File Code Number: 245940; Fuel Type: G;
Passenger Capacity: 21; Bus Type: 1;

Signature Of Repairer X: Facility: Date:

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol.
NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By:
SEAN MIDDLEBROOKE

Badge #:
A13337

Copy Received By:



DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



CHP 407F/343A-Aspen
 California Highway Patrol
 Questions regarding this report may be direct
 the telephone number listed below.
 (323) 644-9557

Report Number: CA3P14001145
 Inspection Date: 07/07/2015
 Start: 7:00:00 AM CT End: 7:30:00 AM CT
 Inspection Level: V - Terminal
 HM Inspection Type: None

EMPIRE TRANSPORTATION INC
 800 PARK ST
 BELLFLOWER, CA 90706
 ISDOT#: Phone#: _____
 IC/MX#: Fax#: _____
 State#: 326916
 Location: 8800 PARK ST.
 Highway:
 County: LOS ANGELES, CA

Driver:
 License#: _____ State:
 Date of Birth:
 CoDriver:
 License#: _____ State:
 Date of Birth:
 Shipper:
 Bill of Lading:
 Cargo:

MilePost:
 Origin: NONE
 Destination: NONE

VEHICLE IDENTIFICATION

| Unit | Type | Make | Year | State | Plate # | Equipment ID | VIN | GVWR | CVSA # | CVSA Issued # | OOS Sticker |
|------|------|------|------|-------|---------|--------------|-------------------|--------|--------|---------------|-------------|
| 1 | BU | FORD | 1997 | CA | 33550R1 | 90 | 1FDLE40S5VHA46774 | 14,050 | | | |

BRAKE ADJUSTMENTS

| Whe # | 1 | 2 |
|-------|------|------|
| Right | N/A | N/A |
| Left | N/A | N/A |
| Hydr | HYDR | HYDR |

VIOLATIONS

| Vio Code | Section | Unit | OOS | Citation # | Verify | Crash | Violations Discovered |
|----------|------------------|------|-----|------------|--------|-------|-----------------------|
| 193.79 | 1259(A) CCR /001 | 1 | N | | N | N | Defroster inoperative |

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Seat/Sub Area: S44; PUC: 21507; Veh #1 Type: 10; Regulated Vehicle: Y; Odometer: 328940; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 25; Bus Type: 1;

Signature Of Repairer X: _____ Facility: _____ Date: _____

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol.
 NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: _____ Title: _____ Date: _____

Report Prepared By:
 SEAN MIDDLEBROOKE

Badge #:
 A13337

Copy Received By:

Page 1 of 1



CA CA3P14001145

**SAFETY COMPLIANCE REPORT/
TERMINAL RECORD UPDATE**

CHP 343 (Rev 6-10) OPI 062

| | | | | | |
|---|-----------|-------------------------|----------------------------|-------------------|-----|
| NEW TERMINAL INFORMATION <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | CA NUMBER 326916 | FILE CODE NUMBER 245940 | COUNTY CODE 19 | BED |
| TERMINAL TYPE <input type="checkbox"/> Truck <input checked="" type="checkbox"/> Bus | CODE T | OTHER PROGRAM(S) N/A | LOCATION CODE 550 | SUBAREA S44 | |

| | |
|---|---|
| TERMINAL NAME EMPIRE TRANSPORTATION INC | TELEPHONE NUMBER (W/ AREA CODE) 562-529-2676 |
|---|---|

TERMINAL STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE)
8800 PARK ST, BELLFLOWER, CA 90706

| | |
|---|--|
| MAILING ADDRESS (NUMBER, STREET, CITY, STATE, ZIP CODE) 8800 PARK ST, BELLFLOWER, CA 90706 | INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY) 8800 PARK ST, BELLFLOWER, CA 90706 |
|---|--|

LICENSE, FLEET AND TERMINAL INFORMATION

| | | | | | | | |
|---|----------------------|--|-------------------------|---------------------------|------------------------------|---|-----------------------|
| HM LIC. NO. N/A | HWT. REG. NO. N/A | IMS LIC. NO. N/A | TRUCKS AND TYPES N/A | TRAILERS AND TYPES N/A | BUSES BY TYPE I- 68 II- 9 | DRIVERS 93 | BIT FLEET SIZE N/A |
| EXP. DATE N/A | EXP. DATE N/A | EXP. DATE N/A | REG. CT N/A | HW VEH. N/A | HW CONT. N/A | PPB / CSAT <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| CONSOLIDATED TERMINALS <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | FILE CODE NUMBER OF CONSOLIDATED TERMINALS AND DIVISION LOCATIONS BY NUMBER (Use Remarks for Additional FCNS) N/A | | | | | |

EMERGENCY CONTACTS (In Calling Order of Preference)

| | | |
|---|--|------------------------------------|
| EMERGENCY CONTACT (NAME) BERTHA AGUIREE | DAY TELEPHONE NO. (W/ AREA CODE) 562-529-2676 EXT 144 | NIGHT TELEPHONE NO. (W/ AREA CODE) |
| EMERGENCY CONTACT (NAME) JOSE GUZMAN | DAY TELEPHONE NO. (W/ AREA CODE) 562-529-2676 EXT 126 | NIGHT TELEPHONE NO. (W/ AREA CODE) |

ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL LAST YEAR [2013]

| | | | | | | | | |
|---|--|---|---|--|--|--|---|---|
| <input type="checkbox"/> A UNDER 15,000 | <input type="checkbox"/> B 15,001 - 50,000 | <input type="checkbox"/> C 50,001 - 100,000 | <input checked="" type="checkbox"/> D 100,001 - 500,000 | <input type="checkbox"/> E 500,001 - 1,000,000 | <input type="checkbox"/> F 1,000,001 - 2,000,000 | <input type="checkbox"/> G 2,000,001 - 5,000,000 | <input type="checkbox"/> H 5,000,001 - 10,000,000 | <input type="checkbox"/> I MORE THAN 10,000,000 |
|---|--|---|---|--|--|--|---|---|

OPERATING AUTHORITIES OR PERMITS

| | | | |
|---|---|---|---|
| PUC <input type="checkbox"/> T <input checked="" type="checkbox"/> N/A | <input checked="" type="checkbox"/> TCP 21507 | MOTOR CARRIER OF PROPERTY PERMIT ACTIVE <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A | IMS FITNESS EVALUATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| USDOT US DOT NUMBER N/A | <input type="checkbox"/> MC <input type="checkbox"/> MX N/A | REASON FOR INSPECTION | |

ANNUAL TOUR BUS TERMINAL INSPECTION

| | | | | | | |
|------------------------|---|--|--------------------------------------|--|-------------------------|-----------------|
| INSPECTION FINDINGS | INSPECTION RATINGS: S = Satisfactory U = Unsatisfactory C = Conditional UR = Unrated N/A = Not Applicable | | | | | |
| REQUIREMENTS | VIOL | MAINTENANCE PROGRAM | DRIVER RECORDS | REG. EQUIPMENT | HAZARDOUS MATERIALS | TERMINAL |
| MAINTENANCE PROGRAM | 0 | 1 S 2 S 3 S 4 S | 1 S 2 S 3 S 4 S | 1 S 2 S 3 S 4 S | 1 N/A 2 N/A 3 N/A 4 N/A | 1 S 2 S 3 S 4 S |
| DRIVER RECORDS | 0 | No. 14 Time | No. 14 Time | No. 14 Time | TIME N/A | TOTAL TIME |
| DRIVER HOURS | 0 | HAZARDOUS MATERIALS <input checked="" type="checkbox"/> No H/M Transported <input type="checkbox"/> No H/M violations noted | CONTAINERS/TANKS No. N/A Time N/A | VEHICLES PLACED OUT-OF-SERVICE Vehicles N/A Units N/A | | |
| BRAKES | 2 | REMARKS SEE CHP 343-1 AND 407F ASPEN ATTACHED | | | | |
| LAMPS & SIGNALS | 2 | | | | | |
| CONNECTING DEVICES | N/A | | | | | |
| STEERING & SUSPENSION | 3 | | | | | |
| TIRES & WHEELS | 0 | | | | | |
| EQUIPMENT REQUIREMENTS | 4 | | | | | |
| CONTAINERS & TANKS | N/A | | | | | |
| HAZARDOUS MATERIALS | N/A | | | | | |

| | | | | | | |
|--|--|-------------------------------------|---|--|---|----------|
| BIT <input type="checkbox"/> I <input type="checkbox"/> R <input checked="" type="checkbox"/> NON-BIT | FEES DUE <input type="checkbox"/> Yes <input type="checkbox"/> No | CHP 345 <input type="checkbox"/> | CHP 100D COL. <input type="checkbox"/> | INSPECTION DATE(S) 06-17-14, 06-18-14 | TIME IN | TIME OUT |
| INSPECTED BY (NAME(S)) S.MIDDLEBROOKE | | | | ID NUMBER(S) A13337 | SUSPENSE DATE <input checked="" type="checkbox"/> Auto <input type="checkbox"/> None | |

MOTOR CARRIER CERTIFICATION

I hereby certify that all violations described hereon and recorded on the attached pages (2 through 16), will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the Motor Carrier Safety Unit Supervisor at 323-644-5557 within 5 calendar days of the rating.

| | | |
|--|--|-------------------------------|
| CURRENT TERMINAL RATING SATISFACTORY | CARRIER REPRESENTATIVE'S SIGNATURE | DATE 6/18/2014 |
| CARRIER REPRESENTATIVE'S PRINTED NAME BERTHA AGUIREE | TITLE CEO | DRIVER LICENSE NUMBER STATE |

CONTINUATION
CHP 343-1 (REV 10-97) OPI 062

| | |
|------------------------------------|---------------------------|
| DATE | THIS IS A CONTINUATION OF |
| 06-17-14, 06-18-14 | CHP 343 |
| CARRIER NAME | CA NUMBER |
| EMPIRE TRANSPORTATION INC | 326916 |
| ADDRESS | FC NUMBER |
| 8800 PARK ST, BELLFLOWER, CA 90706 | 245940 |

REMARKS

MAINTENANCE PROGRAM VIOLATIONS:

All records are current and on file at this time.

DRIVER RECORDS VIOLATIONS:

All records are current and on file at this time.

RATING:

13CCR 1233 Terminal is rated SATISFACTORY at this time.

CHANGE OF ADDRESS:

CCR 1233.5 Carrier is required to notify the department of any change of address or cessation of regulated activity at any of the carrier's terminals. Carrier shall notify the department in writing within 15 days of the change and shall be forwarded to:

California Highway Patrol

COMMERCIAL RECORDS UNIT

P.O. BOX 942898

SACRAMENTO, CA. 94298-0001

| | | | | |
|--|--|-------------------------------------|-----------------------------------|-----------------------|
| CARRIER NAME EMPIRE TRANSPORTATION INC | | CA NUMBER 326916 | LOC. CODE 550 | SUBAREA S44 |
| STREET ADDRESS, CITY, STATE, ZIP CODE 8800 PARK ST, BELLFLOWER, CA 90706 | | PHONE NUMBER 562-529-2676 | DATE 06-17-14, 06-18-14 | |
| CARRIER REPRESENTATIVE BERTHA AGUIREE | | TITLE CEO | TIME IN | TIME OUT |
| INSPECTION LOCATION (IF OTHER THAN THE CARRIER'S PRINCIPAL PLACE OF BUSINESS) 8800 PARK ST, BELLFLOWER, CA 90706 | | U.S. DOT NUMBER N/A | MC NUMBER N/A | |

On this date, the above named motor carrier was inspected by the California Highway Patrol. The inspection evaluated the carrier's compliance with the following requirements:

- CONTROLLED SUBSTANCE AND ALCOHOL TESTING PROGRAM [VC 34520 & 49 CFR 382]
- OTHER: _____

REMARKS

Carrier is enrolled in a random controlled substance and alcohol testing program with:

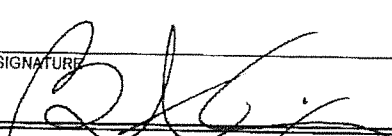
GAMINO & ASSOCIATES
525 W. BRADLEY
EL CAJON, CA 92020
P: 619-334-2145

As a result of the inspection noted above, this carrier was assigned a compliance rating of SATISFACTORY. This rating applies only to carrier requirements - Terminals are rated separately.

| | | | | | |
|--|--|----------------------------------|--|--|---------------------|
| RATING HISTORY 1 S 2 S 3 S 4 S | NUMBER OF RECORDS INSPECTED 40 | NUMBER OF VIOLATIONS 0 | CHP 345 ISSUED <input type="checkbox"/> | SUSPENSE DATE <input checked="" type="checkbox"/> Auto <input type="checkbox"/> None | CHP 100D COLUMN NO. |
| INSPECTED BY (NAME) S.MIDDLEBROOKE | | | ID NUMBER A13337 | CARRIER TYPE <input type="checkbox"/> Truck <input checked="" type="checkbox"/> Bus | |

MOTOR CARRIER CERTIFICATION

I hereby certify that all violations recorded hereon and on the attached pages 2 through _____ will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the Southern Division Motor Carrier Safety Unit Supervisor at 323-644-9557 within 5 calendar days of the rating.

| | | |
|---|---|---------------------------------|
| CARRIER REPRESENTATIVE'S PRINTED NAME BERTHA AGUIREE | TITLE CEO | DRIVER LICENSE NUMBER AND STATE |
| CARRIER REPRESENTATIVE'S SIGNATURE  | CURRENT CARRIER RATING SATISFACTORY | DATE 06/18/14 |

**SAFETY COMPLIANCE REPORT/
TERMINAL RECORD UPDATE**

CHP 343 (Rev 6-10) OPI 062

| | | | | | |
|--|--|-----------|------------------|---------------|---------|
| NEW TERMINAL INFORMATION | | CA NUMBER | FILE CODE NUMBER | COUNTY CODE | BED |
| <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | 326916 | 245940 | 19 | |
| TERMINAL TYPE | | CODE | OTHER PROGRAM(S) | LOCATION CODE | SUBAREA |
| <input type="checkbox"/> Truck <input checked="" type="checkbox"/> Bus | | T | N/A | 550 | S44 |

| | |
|---------------------------|---------------------------------|
| TERMINAL NAME | TELEPHONE NUMBER (W/ AREA CODE) |
| EMPIRE TRANSPORTATION INC | 562-529-2676 |

TERMINAL STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE)
8800 PARK ST, BELLFLOWER, CA 90706

MAILING ADDRESS (NUMBER, STREET, CITY, STATE, ZIP CODE) (IF DIFFERENT FROM ABOVE)
8800 PARK ST, BELLFLOWER, CA 90706

INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY)
8800 PARK ST, BELLFLOWER, CA 90706

LICENSE, FLEET AND TERMINAL INFORMATION

| | | | | | | | |
|-------------|---------------|--------------|------------------|--------------------|---------------|---|----------------|
| HM LIC. NO. | HWT. REG. NO. | IMS LIC. NO. | TRUCKS AND TYPES | TRAILERS AND TYPES | BUSES BY TYPE | DRIVERS | BIT FLEET SIZE |
| N/A | N/A | N/A | N/A | N/A | I- 68 II- 9 | 93 | N/A |
| EXP. DATE | EXP. DATE | EXP. DATE | REG. CT | HW VEH. | HW CONT. | PPB / CSAT | |
| N/A | N/A | N/A | N/A | N/A | N/A | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |

CONSOLIDATED TERMINALS
 Yes No

FILE CODE NUMBER OF CONSOLIDATED TERMINALS AND DIVISION LOCATIONS BY NUMBER (Use Remarks for Additional FCNS)
N/A

EMERGENCY CONTACTS (In Calling Order of Preference)

| | | |
|--------------------------|----------------------------------|------------------------------------|
| EMERGENCY CONTACT (NAME) | DAY TELEPHONE NO. (W/ AREA CODE) | NIGHT TELEPHONE NO. (W/ AREA CODE) |
| BERTHA AGUIREE | 562-529-2676 | |
| EMERGENCY CONTACT (NAME) | DAY TELEPHONE NO. (W/ AREA CODE) | NIGHT TELEPHONE NO. (W/ AREA CODE) |
| JOSE GUZMAN | 562-529-2776 | |

ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL LAST YEAR [2013]

| | | | | | | | | |
|---|--|---|---|--|--|--|---|---|
| <input type="checkbox"/> A UNDER 15,000 | <input type="checkbox"/> B 15,001 - 50,000 | <input type="checkbox"/> C 50,001 - 100,000 | <input checked="" type="checkbox"/> D 100,001 - 500,000 | <input type="checkbox"/> E 500,001 - 1,000,000 | <input type="checkbox"/> F 1,000,001 - 2,000,000 | <input type="checkbox"/> G 2,000,001 - 5,000,000 | <input type="checkbox"/> H 5,000,001 - 10,000,000 | <input type="checkbox"/> I MORE THAN 10,000,000 |
|---|--|---|---|--|--|--|---|---|

OPERATING AUTHORITIES OR PERMITS

| | | | | |
|-------|--------------------------------|---|--|---|
| PUC | <input type="checkbox"/> T N/A | <input checked="" type="checkbox"/> TCP 21507 | MOTOR CARRIER OF PROPERTY PERMIT ACTIVE | IMS FITNESS EVALUATION |
| | | <input type="checkbox"/> PSC | <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| USDOT | US DOT NUMBER | <input type="checkbox"/> MC N/A | <input type="checkbox"/> MC N/A | REASON FOR INSPECTION |
| | N/A | <input type="checkbox"/> MX | <input type="checkbox"/> MX | |

ANNUAL TOUR BUS TERMINAL INSPECTION

| | | | | | | | |
|------------------------|------|---|---------------------|------------------|--------------------------------|-----------------|--|
| INSPECTION FINDINGS | | INSPECTION RATINGS: S = Satisfactory U = Unsatisfactory C = Conditional UR = Unrated N/A = Not Applicable | | | | | |
| REQUIREMENTS | VIOL | MAINTENANCE PROGRAM | DRIVER RECORDS | REG. EQUIPMENT | HAZARDOUS MATERIALS | TERMINAL | |
| MAINTENANCE PROGRAM | 0 | 1 S 2 S 3 S 4 S | 1 S 2 S 3 S 4 S | 1 S 2 S 3 S 4 S | 1 N/A 2 N/A 3 N/A 4 N/A | 1 S 2 S 3 S 4 S | |
| DRIVER RECORDS | 0 | No. 14 Time | No. 14 Time | No. 14 Time | N/A | TOTAL TIME | |
| DRIVER HOURS | 0 | <input checked="" type="checkbox"/> No H/M Transported <input type="checkbox"/> No H/M violations noted | HAZARDOUS MATERIALS | CONTAINERS/TANKS | VEHICLES PLACED OUT-OF-SERVICE | | |
| BRAKES | 2 | REMARKS | | | | | |
| LAMPS & SIGNALS | 2 | SEE CHP 343-1 AND 407F ASPEN ATTACHED | | | | | |
| CONNECTING DEVICES | N/A | | | | | | |
| STEERING & SUSPENSION | 3 | | | | | | |
| TIRES & WHEELS | 0 | | | | | | |
| EQUIPMENT REQUIREMENTS | 4 | | | | | | |
| CONTAINERS & TANKS | N/A | | | | | | |
| HAZARDOUS MATERIALS | N/A | | | No. N/A Time N/A | Vehicles N/A Units N/A | | |

| | | | | | | | |
|---|-------------------------------------|--|--------------------------|--------------------------|--------------------|--|----------|
| B/T | NON - BIT | FEES DUE | CHP 345 | CHP 100D COL. | INSPECTION DATE(S) | TIME IN | TIME OUT |
| <input type="checkbox"/> I <input type="checkbox"/> R | <input checked="" type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> | <input type="checkbox"/> | 06-18-14, 06-19-14 | | |
| INSPECTED BY (NAME(S)) | | | | | ID NUMBER(S) | SUSPENSE DATE | |
| S.MIDDLEBROOKE | | | | | A13337 | <input checked="" type="checkbox"/> Auto <input type="checkbox"/> None | |

MOTOR CARRIER CERTIFICATION

I hereby certify that all violations described hereon and recorded on the attached pages (2 through 16), will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the Motor Carrier Safety Unit Supervisor at 323-644-5557 within 5 calendar days of the rating.

| | | |
|---------------------------------------|------------------------------------|-----------------------------|
| TERMINAL RATING | CARRIER REPRESENTATIVE'S SIGNATURE | DATE |
| SATISFACTORY | | 6/18/2014 |
| CARRIER REPRESENTATIVE'S PRINTED NAME | TITLE | DRIVER LICENSE NUMBER STATE |
| JOSE GUZMAN | SAFETY DIRECTOR | |

CONTINUATION

CHP 343-1 (REV 10-97) OPI 062

| | |
|--------------------|---------------------------|
| DATE | THIS IS A CONTINUATION OF |
| 06-18-14, 06-19-14 | CHP 343 |

| | | | |
|--------------|------------------------------------|-----------|--------|
| CARRIER NAME | EMPIRE TRANSPORTATION INC | CA NUMBER | 326916 |
| ADDRESS | 8800 PARK ST, BELLFLOWER, CA 90706 | FC NUMBER | 245940 |
| REMARKS | | | |

MAINTENANCE PROGRAM VIOLATIONS:

All records are current and on file at this time.

DRIVER RECORDS VIOLATIONS:

All records are current and on file at this time.

RATING:

13CCR 1233 Terminal is rated SATISFACTORY at this time.

CHANGE OF ADDRESS:

CCR 1233.5 Carrier is required to notify the department of any change of address or cessation of regulated activity at any of the carrier's terminals. Carrier shall notify the department in writing within 15 days of the change and shall be forwarded to:

California Highway Patrol
COMMERCIAL RECORDS UNIT
P.O. BOX 942898
SACRAMENTO, CA. 94298-0001

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Telephone: (323) 644-9557

Report Number: CA3P1U000305
Inspection Date: 06/17/2014
Start: 12:30:00 PM PT End: 1:00:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706

USDOT#: Phone#:
MC/MX#: Fax#:
State#: 326916

Location: 8800 PARK ST
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:

Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 1999, CA, 5V67005, 134, 1FDXE40S1XHA08897, 14,050, 19822199

BRAKE ADJUSTMENTS

Table with columns: Axle #, 1, 2. Rows: Right (N/A, N/A), Left (N/A, N/A), Chamber (HYDR, HYDR)

VIOLATIONS

Table with columns: Vio Code, Section, Unit, OOS, Citation #, Verify, Crash, Violations Discovered. Row 1: 396.3A1, 1232(A) CCR /001, 1, N, N, N, Body frame cracked at left side rail before axle # 2 and at right side rail near fuel tank (repaired at scene)

azMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: S44; Veh #1 Type: 10; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol.
NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By:
CLEAN MIDDLEBROOKE

Badge #:
A13337

Copy Received By:



CA CA3P1U000305

X [Signature]

X _____

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Telephone: (323) 644-9557

Report Number: CA3P1U000304
Inspection Date: 06/17/2014
Start: 12:00:00 PM PT End: 12:30:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706

USDOT#:
MC/MX#:
State#: 326916
Phone#:
Fax#:

Location: 8800 PARK ST
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
Shipper:

Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 2006, CA, 8W82662, 238, 1FBSS31L76DB09896, 9,100, 19822096

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Rows: Axle # 1, 2; Right N/A, N/A; Left N/A, N/A; Chamber HYDR, HYDR

VIOLATIONS

Table with columns: Vio Code, Section, Unit, OOS, Citation #, Verify, Crash, Violations Discovered. Row 1: 396.3A1, 1232(A) CCR /001, 1, N, N, N, Battery hold down device loose

izMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: S44; Veh #1 Type: 10; Regulated Vehicle: Y; Odometer: 191233; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 10; Bus Type: 2;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By:
CLEAN MIDDLEBROOKE

Badge #:
A13337

Copy Received By:

Page 1 of 1



CA CA3P1U000304

X [Signature]

X _____

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Telephone: (323) 644-9557

Report Number: CA3P1U000303
Inspection Date: 06/17/2014
Start: 11:30:00 AM PT End: 12:00:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706

USDOT#: Phone#:
MC/MX#: Fax#:
State#: 326916

Location: 8800 PARK ST
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth: Shipper:

Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 2000, CA, 6E23923, 110, 1FBSS31L9XHC33016, 9,100, 19822095

BRAKE ADJUSTMENTS

Axle # 1 2
Right N/A N/A
Left N/A N/A
Chamber HYDR HYDR

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

ate Information:

Beat/Sub Area: S44; Veh #1 Type: 10; Regulated Vehicle: Y; Odometer: 378502; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 14; Bus Type: 2;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol.
NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By:
CLEAN MIDDLEBROOKE

Badge #:
A13337

Copy Received By:



CA CA3P1U000303

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Telephone: (323) 644-9557

Report Number: CA3P1U000302
Inspection Date: 06/17/2014
Start: 11:00:00 AM PT End: 11:30:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706
USDOT#:
MC/MX#:
State#: 326916

Phone#:
Fax#:

Location: 8800 PARK ST
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
Shipper:
State:
State:

Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 2005, CA, 6E25100, 114, 1FB5S31L2YHA24993, 9,500, 19822094

BRAKE ADJUSTMENTS

Table with columns: Axle #, 1, 2. Rows: Right (N/A, N/A), Left (N/A, N/A), Chamber (HYDR, HYDR)

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

ate Information:

Beat/Sub Area: S44; Veh #1 Type: 10; Regulated Vehicle: Y; Odometer: 384560; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 14; Bus Type: 2;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol.
NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: _____ Title: _____ Date: _____

ort Prepared By:
CLEAN MIDDLEBROOKE

Badge #:
A13337

Copy Received By:



CA CA3P1U000302

X [Signature]

X _____

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Telephone: (323) 644-9557

Report Number: CA3P1U000301
Inspection Date: 06/17/2014
Start: 10:30:00 AM PT End: 11:00:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706
USDOT#:
MC/MX#:
State#: 326916
Location: 8800 PARK ST
Highway:
County: LOS ANGELES, CA

Phone#:
Fax#:

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1 BU FORD 2011 CA 76749B1 264 1FDFE4FS2BDA46237 14,500 19822100

BRAKE ADJUSTMENTS

Table with columns: Axle #, 1, 2. Rows: Right (N/A, N/A), Left (N/A, N/A), Chamber (HYDR, HYDR)

VIOLATIONS

Table with columns: Vio Code, Section, Unit, OOS, Citation #, Verify, Crash, Violations Discovered. Row 1: 396.3A1, 1232(A) CCR /001, 1, N, N, N, Axle # 2 right leaf springs shifting outward (repaired at scene)

zMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: S44; Veh #1 Type: 10; Regulated Vehicle: Y; Odometer: 83891; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 20; Bus Type: 1;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By: LAN MIDDLEBROOKE
Badge #: A13337
Signature: [Handwritten Signature]

Copy Received By: X



DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Telephone: (323) 644-9557

Report Number: CA3P1U000300
Inspection Date: 06/17/2014
Start: 10:00:00 AM PT End: 10:30:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706
USDOT#:
MC/MX#:
State#: 326916
Location: 8800 PARK ST
Highway:
County: LOS ANGELES, CA

Phone#:
Fax#:

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
Shipper:

Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 2009, CA, 8V75653, 245, 1FDFE45S99DA47381, 14,500, 19822093

BRAKE ADJUSTMENTS

Table with columns: Axle #, 1, 2. Rows: Right (N/A, N/A), Left (N/A, N/A), Chamber (HYDR, HYDR)

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

Additional Information:

Beat/Sub Area: S44; Veh #1 Type: 10; Regulated Vehicle: Y; Odometer: 83891; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 20; Bus Type: 1;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol.
NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: _____ Title: _____ Date: _____

Report Prepared By: AN MIDDLEBROOKE Badge #: A13337 Copy Received By:



CA CA3P1U000300

Handwritten signature: AN Middlebrooke

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Telephone: (323) 644-9557

Report Number: CA3P1U000299
Inspection Date: 06/17/2014
Start: 9:30:00 AM PT End: 10:00:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706

USDOT#:
MC/MX#:
State#: 326916
Phone#:
Fax#:

Location: 8800 PARK ST
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 1998, CA, 7W62256, 161, 1FDWE30FWHA10163, 11,500, 19822091

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Rows: Axle # 1, 2; Right N/A, N/A; Left N/A, N/A; Chamber HYDR, HYDR

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

ate Information:

Beat/Sub Area: S44; Veh #1 Type: 10; Regulated Vehicle: Y; Odometer: 241093; File Code Number: 245940; Fuel Type: D; Passenger Capacity: 21; Bus Type: 1;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol.
NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By:
CLEAN MIDDLEBROOKE

Badge #:
A13337

Copy Received By:



CA CA3P1U000299

X [Signature] Middlebrooke X

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Telephone: (323) 644-9557

Report Number: CA3P1U000298
Inspection Date: 06/17/2014
Start: 9:00:00 AM PT End: 9:30:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706
USDOT#:
MC/MX#:
State#: 326916
Location: 8800 PARK ST
Highway:
County: LOS ANGELES, CA

Phone#:
Fax#:

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 2011, CA, 76750B1, 266, 1FDFE4FS6BDA46239, 14,500, 19822090

BRAKE ADJUSTMENTS

Table with columns: Axle #, 1, 2. Rows: Right (N/A, N/A), Left (N/A, N/A), Chamber (HYDR, HYDR)

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

ate Information:

Beat/Sub Area: S44; Veh #1 Type: 10; Regulated Vehicle: Y; Odometer: 70188; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 20; Bus Type: 1;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol.
NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By:
CLEAN MIDDLEBROOKE

Badge #:
A13337

Copy Received By:



CA CA3P1U000298

X [Signature] X

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Telephone: (323) 644-9557

Report Number: CA3P1U000297
Inspection Date: 06/17/2014
Start: 8:30:00 AM PT End: 9:00:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706

USDOT#:
MC/MX#:
State#: 326916
Phone#:
Fax#:

Location: 8800 PARK ST
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
Shipper:

Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, CHEV, 2001, CA, 8W30805, 145, 1GAHG39R511143287, 9,500, 19822089

BRAKE ADJUSTMENTS

Table with columns: Axle #, 1, 2. Rows: Right (N/A, N/A), Left (N/A, N/A), Chamber (HYDR, HYDR)

VIOLATIONS

Table with columns: Vio Code, Section, Unit, OOS, Citation #, Verify, Crash, Violations Discovered. Row 1: 393.9, 24252(A) VC, 1, N, N, N, N, Right brake lamp inoperative (repaired at scene)

zMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: S44; Veh #1 Type: 10; Regulated Vehicle: Y; Odometer: 343146; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 14; Bus Type: 2;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By:
CLAN MIDDLEBROOKE

Badge #:
A13337

Copy Received By:

Page 1 of 1



CA CA3P1U000297

X [Signature]

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Telephone: (323) 644-9557

Report Number: CA3P1U000296
Inspection Date: 06/17/2014
Start: 8:00:00 AM PT End: 8:30:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706
USDOT#:
MC/MX#:
State#: 326916
Location: 8800 PARK ST
Highway:
County: LOS ANGELES, CA

Phone#:
Fax#:

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 2001, CA, 6N62827, 128, 1FDXE45S71HA42519, 14,500, 19822092

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Rows: Axle # 1, 2; Right N/A, N/A; Left N/A, N/A; Chamber HYDR, HYDR

VIOLATIONS

Table with columns: Vio Code, Section, Unit, OOS, Citation #, Verify, Crash, Violations Discovered. Rows: 393.45B2, 1245(F)(3) CCR /0 1 N, N, N, Axle # 1 left brake caliper installed incorrectly and hydraulic brake hose is chaffing on shock absorber. (corrected at scene); 6.3A1, 1232(A) CCR /001 1 N, N, N, Exhaust outlet pipe loose (repaired at scene)

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: S44; Veh #1 Type: 10; Odometer: 238679; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 23; Bus Type: 1;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By: AN MIDDLEBROOKE

Badge #: A13337

Copy Received By:

Page 1 of 1



CA CA3P1U000296

Handwritten signature of AN Middlebrooke

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



CHP 407F/343A-Aspen
California Highway Patrol
 Questions regarding this report may be direct
 the telephone number listed below.
Telephone: (323) 644-9557

Report Number: CA3P1U000295
Inspection Date: 06/17/2014
Start: 7:30:00 AM PT End: 8:00:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
 8800 PARK ST
 BELLFLOWER, CA 90706
USDOT#:
MC/MX#:
State#: 326916
Location: 8800 PARK ST
Highway:
County: LOS ANGELES, CA

Phone#:
Fax#:

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#: **State:**
Date of Birth:
CoDriver:
License#: **State:**
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

| Unit | Type | Make | Year | State | Plate # | Equipment ID | VIN | GVWR | CVSA # | CVSA Issued # | OOS Sticker |
|------|------|------|------|-------|---------|--------------|-------------------|--------|--------|---------------|-------------|
| 1 | BU | FORD | 2009 | CA | 8V75654 | 246 | 1FDFE45S39DA47375 | 14,500 | | 19822098 | |

BRAKE ADJUSTMENTS

| Axle # | 1 | 2 |
|---------|------|------|
| Right | N/A | N/A |
| Left | N/A | N/A |
| Chamber | HYDR | HYDR |

VIOLATIONS

| Vio Code | Section | Unit | OOS | Citation # | Verify | Crash | Violations Discovered |
|----------|--------------------|------|-----|------------|--------|-------|---|
| 393.11 | 25100(A)(1) VC /00 | 1 | N | | N | N | Rear clearance lamps inoperative |
| 393.3A1B | 26453 VC /011 | 1 | N | | N | N | Axle # 2 left hydraulic brake caliper piston dust boot torn (repaired at scene) |
| 396.3A1 | 1232(A) CCR /001 | 1 | N | | N | N | Axle # 2 right leaf springs shifting outward (repaired at scene) |

HazMat: No HM Transported.

Placard: No **Cargo Tank:**

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: S44; Veh #1 Type: 10; Regulated Vehicle: Y; Odometer: 83964; File Code Number: 245940; Fuel Type: CNG; Passenger Capacity: 20; Bus Type: 1;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol.
 NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: _____ Title: _____ Date: _____

Report Prepared By: AN MIDDLEBROOKE Badge #: A13337 Copy Received By: _____
 X S Middlebrook X _____



DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Telephone: (323) 644-9557

Report Number: CA3P1U000294
Inspection Date: 06/17/2014
Start: 7:00:00 AM PT End: 7:30:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706
USDOT#:
MC/MX#:
State#: 326916
Location: 8800 PARK ST
Highway:
County: LOS ANGELES, CA

Phone#:
Fax#:

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 2011, CA, 8Z58595, 261, 1FD4E4FS0BDA43093, 14,500, 19822097

BRAKE ADJUSTMENTS

Table with columns: Axle #, 1, 2; Right, Left; Chamber. Values: N/A, N/A, HYDR, HYDR

VIOLATIONS

Table with columns: Vio Code, Section, Unit, OOS, Citation #, Verify, Crash, Violations Discovered. Row 1: 396.3A1, 1232(A) CCR /001, 1, N, N, N, Axle # 2 right leaf spring retainer bracket broken. Leaf springs are shifting outward (repaired at scene)

izMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: S44; Veh #1 Type: 10; Regulated Vehicle: Y; Odometer: 95632; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 20; Bus Type: 1;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol.
NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: _____ Title: _____ Date: _____

Report Prepared By:
AN MIDDLEBROOKE

Badge #:
A13337

Copy Received By:

Page 1 of 1



CA CA3P1U000294

X [Signature]

X _____

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Telephone: (323) 644-9557

Report Number: CA3P1U000293
Inspection Date: 06/17/2014
Start: 6:30:00 AM PT End: 7:00:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706
USDOT#:
MC/MX#:
State#: 326916
Location: 8800 PARK ST
Highway:
County: LOS ANGELES, CA

Phone#:
Fax#:

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 2001, CA, 6N62829, 130, 1FDXE45S31HA42520, 14,050, 19822088

BRAKE ADJUSTMENTS

Table with columns: Axle #, 1, 2. Rows: Right (N/A, N/A), Left (N/A, N/A), Chamber (HYDR, HYDR)

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

ate Information:

Beat/Sub Area: S44; Veh #1 Type: 11; Regulated Vehicle: Y; Odometer: 260931; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 21; Bus Type: 1;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By: AN MIDDLEBROOKE

Badge #: A13337

Copy Received By:

Page 1 of 1



CA CA3P1U000293

X [Signature]

X _____

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
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Telephone: (323) 644-9557

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HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706
USDOT#:
MC/MX#:
State#: 326916
Location: 8800 PARK ST
Highway:
County: LOS ANGELES, CA

Phone#:
Fax#:

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 2003, CA, 8X79074, 198, 1FDWE35L63HA97724, 11,500, 19822087

BRAKE ADJUSTMENTS

Table with columns: Axle #, 1, 2. Rows: Right (N/A, N/A), Left (N/A, N/A), Chamber (HYDR, HYDR)

VIOLATIONS

Table with columns: Vio Code, Section, Unit, OOS, Citation #, Verify, Crash, Violations Discovered. Row 1: 392.2WC, 27600 VC, 1, N, N, N, Axle # 2 right mud flap missing

Mat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: S44; Veh #1 Type: 10; Regulated Vehicle: Y; Odometer: 203611; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 21; Bus Type: 1;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: _____ Title: _____ Date: _____

Report Prepared By: AN MIDDLEBROOKE

Badge #: A13837

Copy Received By:



CA CA3P1U000292

X [Signature] X

| | | | |
|--|-------------------------------------|-----------------------------------|-----------------------|
| CARRIER NAME EMPIRE TRANSPORTATION INC | CA NUMBER 326916 | LOC. CODE 550 | SUBAREA S44 |
| STREET ADDRESS, CITY, STATE, ZIP CODE 8800 PARK ST, BELLFLOWER, CA 90706 | PHONE NUMBER 562-529-2676 | DATE 06-18-14, 06-19-14 | |
| CARRIER REPRESENTATIVE JOSE GUZMAN | TITLE MANAGER | TIME IN | TIME OUT |
| INSPECTION LOCATION (IF OTHER THAN THE CARRIER'S PRINCIPAL PLACE OF BUSINESS) 8800 PARK ST, BELLFLOWER, CA 90706 | U.S. DOT NUMBER N/A | MC NUMBER N/A | |

On this date, the above named motor carrier was inspected by the California Highway Patrol. The inspection evaluated the carrier's compliance with the following requirements:

- CONTROLLED SUBSTANCE AND ALCOHOL TESTING PROGRAM [VC 34520 & 49 CFR 382]
- OTHER: _____

REMARKS

Carrier is enrolled in a random controlled substance and alcohol testing program with:

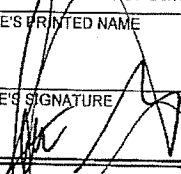
GAMINO & ASSOCIATES
525 W. BRADLEY
EL CAJON, CA 92020
P: 619-334-2145

As a result of the inspection noted above, this carrier was assigned a compliance rating of SATISFACTORY. This rating applies only to carrier requirements - Terminals are rated separately.

| | | | | | |
|---|--|--|--|--|---------------------|
| RATING HISTORY 1 <u>S</u> 2 <u>S</u> 3 <u>S</u> 4 <u>S</u> | NUMBER OF RECORDS INSPECTED 40 | NUMBER OF VIOLATIONS 0 | CHP 345 ISSUED <input type="checkbox"/> | SUSPENSE DATE <input checked="" type="checkbox"/> Auto <input type="checkbox"/> None | CHP 100D COLUMN NO. |
| INSPECTED BY (NAME) S.MIDDLEBROOKE | ID NUMBER A13337 | CARRIER TYPE <input type="checkbox"/> Truck <input checked="" type="checkbox"/> Bus | | | |

MOTOR CARRIER CERTIFICATION

I hereby certify that all violations recorded hereon and on the attached pages 2 through _____ will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the Southern Division Motor Carrier Safety Unit Supervisor at 323-644-9557 within 5 calendar days of the rating.

| | | |
|---|---|---------------------------------|
| CARRIER REPRESENTATIVE'S PRINTED NAME JOSE GUZMAN | TITLE MANAGER | DRIVER LICENSE NUMBER AND STATE |
| CARRIER REPRESENTATIVE'S SIGNATURE  | CURRENT CARRIER RATING SATISFACTORY | DATE 06/18/14 |



**SAFETY AND TRAINING PROGRAM
POLICIES AND PROCEDURES**

**SAFETY AND TRAINING PROGRAM
POLICIES AND PROCEDURES**

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SAFETY AND TRAINING PROGRAM POLICY AND PROCEDURE

1.0 POLICY OBJECTIVE

Empire Transportation, Inc. (Empire) is committed to delivering safe passenger transportation services to our clients. In meeting this goal it is our policy to:

- 1) Employ qualified and actively involved Safety, Training and Personnel Department (STP) staff who are capable of delivering on our program objectives.
- 2) Provide training that insures every employee enters our active workforce with the skills to be safe and successful in providing outstanding service to our clients.
- 3) Promote an attitude toward safety, which insures that our employees are safety aware while doing their jobs.
- 4) Prohibit employee actions that do not meet the safety standards outlined in this policy.

2.0 PURPOSE

The purpose of this policy is to provide STP staff with guidelines and standards for training new and existing employees to meet Empire safety standards, as well as ensure compliance with regulatory and contractual guidelines. This program is not all-inclusive of Empire's STP efforts, but instead defines minimum requirements. Each project is unique and additional areas of training should be included in accordance with local and contractual standards.

3.0 APPLICABILITY & ADMINISTRATION

These policies apply to employees responsible for the administration of the program, as well as to employees who undergo Empire training. Every member of management is required to read and become familiar with the requirements of this policy. This policy is not intended to supersede other company policies but to augment them. Thus, Empire employees are governed also by those policies and remain subject to their content.

The STP Manager shall designate at least one Behind-the-Wheel Trainer for the Company. Empire will provide the majority of driver trainee instruction at its Central Training Facility, however, refresher training may be provided at program locations. Individuals appointed to the following positions must become familiar with this program and proficient in the area(s) of training for which they are responsible, as well as the policy's general application.

- STP Manager
- Program Managers
- Classroom Instructors
- Behind-the-Wheel (BTW) Trainers
- Field Supervisors
- Lead Drivers
- Maintenance Managers

The STP Manager shall be responsible for delivering the program to these individuals and ensuring that they understand their duties and obligations under this program.

4.0 INSTRUCTOR QUALIFICATIONS

4.1 CLASSROOM INSTRUCTOR

A Classroom Instructor must have the following qualifications:

- A) License and Certification(s), as applicable to the type of vehicles and/or service being taught.
- B) Certification by the Department of Transportation, Transportation Safety Institute, to deliver the curriculum being taught.
- C) Certification by the National Safety Council to teach the defensive driving course.

4.2 BTW INSTRUCTOR

Driver trainees shall be instructed and supervised by either a Classroom Instructor, or an Empire certified BTW Trainer. Prior to the driver being released for service, an Empire certified BTW trainer must have delivered the appropriate BTW training and evaluation as specified in this policy. BTW Trainers are those who are trained and certified by the Empire STP Manager to deliver behind-the-wheel training in accordance with the Safety and Training Program.

5.0 DRIVER TRAINEE SELECTION

Every EMPIRE driver applicant shall be informed that an original H-6 Department of Motor Vehicles printout (dated within 7 working days of the application date) must be turned in along with his/her application. In addition to being a requirement for Empire employees who are enrolled in the DMV Employer Pull-Notice program, the printout provides invaluable information regarding an applicant's driving experience and infractions. The final decision to hire a Driver Trainee, based upon considerations identified by a motor vehicle record, will be made by a member of the senior Management team, however, at a minimum EMPIRE will not employ those whose record displays the following:

1. 2 or more points for moving violations within the previous 3 years.
2. DUI, or Reckless Driving within the previous 10 years.
3. Suspended or revoked Drivers License due to moving violations, unless overturned and such information is identified on the record.
4. Other criminal activity as described below:
 - a. Conviction of a crime pursuant to which the applicant is required to register as a sex offender under Section 290 of the Penal Code or conviction of a felony involving violence against persons.
 - b. Conviction during the preceding seven years of any one of the following:
 - ✓ an offense relating to the use, sale, possession or transportation of narcotics or addictive or dangerous drugs;
 - ✓ an act involving force, violence, threat or intimidation against persons;
 - ✓ an sexual offense;
 - ✓ an act involving moral turpitude, including fraud or intentional dishonesty for personal gain;
 - ✓ an offense involving the solicitation or agreement to engage in or engagement in any act of prostitution.
 - c. A record of habitual or excessive use or addiction to intoxicating beverages, narcotics or dangerous drugs.
 - d. Conviction at any time of the following Vehicle Code sections:
 - ✓ 20001 - Hit and Run resulting in injury or death
 - ✓ 20003 - Hit and Run - failure to identify yourself to police or victim – injury or death involved
 - ✓ 20004 - Hit and Run death – failure to report to police or CHP
 - ✓ 23104 - Reckless driving- causing injury
 - ✓ 23153 - Driving while under the influence of alcohol or drugs – causing injury to others.

6.0 TRAINING AREAS AND TIME REQUIREMENTS

This section is intended to define the curriculum that will be delivered to drivers before they are released for service at Empire. At a minimum, the following subjects will be taught as part of the required driver training.

| Subject Area | No CDL and Passenger Endorsement | With CDL and Passenger Endorsement |
|--|----------------------------------|------------------------------------|
| Classroom Instruction | | |
| Empire Orientation and Policies | 2 Hours | 2 Hours |
| National Safety Council Defensive Driving Course | 8 Hours | 6 Hours |
| Transportations Safety Institute Bus Operator Training | 8.5 Hours | |
| Emergency Management/ Accident/Incident Procedures | 4.5 Hours | 2 Hours |
| Mobile Communications | 1 Hour | 1 Hour |
| Substance abuse/Alcohol Abuse Awareness | 2 Hours | 1 Hour |
| Customer Service/Passenger Relations/Confidentiality | 3 Hours | 1 Hour |
| Illness and Injury Prevention – Includes Bio-Hazard | 2 Hours | 1 Hour |
| Sexual Harassment Prevention | 2 Hours | 2 Hours |
| Pre and Post Trip Inspection | 4 Hours | |
| Behind the Wheel Instruction | | |
| Paratransit, ADA & Sensitivity, Wheelchair Securement | 4 Hours | 4 Hours |
| Behind the Wheel Training & Testing Note: will depend on the progress of the trainee and type of vehicle. | 20 – 40 Hours | 4 – 8 Hours |
| Route/Service Familiarization Note: Will depend on complexity of the service and navigation requirements. | 8 - 32 Hours | 8 – 32 Hours |
| Total Training Hours | 69 – 113 Hours | 32 – 60 Hours |

Note – Many contracts require CPR/First Aid Certification. This course will be provided after completion of the above curriculum to drivers on services requiring it.

6.1 CLASSROOM EVALUATION

At a minimum, driver trainees shall be quizzed on each subject taught, and undergo a written examination upon completion of the course. Such testing shall cover critical areas of the subject and course content and reasonably assure that the driver trainee has received adequate instruction to be proficient in these areas. A driver trainee must receive a score of no less than 75 percent on his/her final examination and no less than 75 percent average for all quizzes administered to continue to BTW training. However, any driver trainee receiving a quiz score of less than 75 percent may at the option of the company be allowed to take additional instruction and continue training, rather than be removed. A driver trainee who performs poorly during this process may be removed from training at the discretion of the Classroom Instructor.

6.2 BEHIND-THE-WHEEL (BTW) INSTRUCTION

Driver Trainees who successfully complete classroom instruction may continue to BTW training. A driver trainee who does not yet hold a CDL must have in his/her possession a valid and current Interim Commercial License, applicable to the vehicle he/she is being trained in, as well as medical clearance (DL-51a – Medical Card) during all BTW training times. In addition, evidence of a negative pre-employment drug test result must be obtained prior to undertaking BTW Instruction.

BTW instruction shall be organized around the performance requirements of the DMV for certification of commercial drivers. For drivers with existing CDL licensing this will involve:

- ✓ evaluation of performance on each applicable maneuver from Empire's Driver Trainee Performance Appraisal Form with re-training for unsatisfactory or marginal performance on specific maneuvers; and,
- ✓ practical application of the principles taught in the National Safety Council defensive drivers course and the Empire Safety Awareness/Accident prevention program.

For new drivers who are being trained to attain CDL requirements the training will involve:

- ✓ specific training on each applicable maneuver from the Empire Trainee Performance Evaluation Form, followed by a performance test on that maneuver and a final exam which tests all maneuvers in one overall examination of the driver's performance level; and,
- ✓ continual reinforcement, throughout the training, of the practical application of the principles taught in the National Safety Council defensive drivers course and the Empire Safety Awareness/Accident prevention program.

ROUTE/SERVICE FAMILIARIZATION training is a critical step in the overall process. Conduct of this training will vary depending on the service to which the potential driver

will be assigned but will in no instance be less than the eight hour minimum reflected in the table above, or any higher requirements specified in the client contract to which the driver will be assigned.

7.0 ONGOING TRAINING

Empire considers continued training to be crucial in maintaining safe operations. Accordingly, ongoing training is provided to ensure drivers and other staff members are continually aware of fundamental safety practices, as well as operational changes.

7.1 REFRESHER TRAINING

Empire will conduct an ongoing schedule of refresher training courses. Normally, these are held once a month, schedules permitting, for a minimum period of one (1) hour. To maintain their position at Empire all employees holding a commercial driver's license or driving a non-CDL vehicle on a client contract will be required to attend four annual refresher training sessions. Drivers operating services requiring VTT (Verification of Transit Training) certification will be required to attend eight annual refresher classes. Every staff member is required to participate in the location safety program meetings.

7.2 RETRAINING

An employee who is involved in a Preventable Accident, as defined herein, if allowed to continue employment with Empire shall undergo retraining prior to operating any service vehicle. The subjects(s) being re-taught shall be applicable to the nature of the accident, including related subjects. The STP Manager will determine the subject(s) to be taught and the timeframe required in order to ensure the driver is proficient in the area(s) where the failure occurred. Form G shall be used to document driver retraining.

A Preventable Accident is defined as follows: "Any accident that resulted when a driver failed to do everything reasonably possible to avoid it." In any accident, the STP Manager will investigate the circumstances and recommend a preventability determination for approval by a member of the Senior Management Team which is comprised of the President, Chief Operating Officer and Executive Vice President.

8.0 MAINTENANCE PERSONNEL

Maintenance personnel who will be required to operate vehicles on public roads shall be provided with driver training to include; Company Orientation and Policy; Defensive Driving; Hazardous Materials; Bloodborne Pathogens; Sexual Harassment; Body Mechanics; Emergency Procedures and; Drug and Alcohol. In addition these employees are required to have licensing as defined below.

8.1 MECHANICS

Any maintenance person who operates a vehicle, for parking or other purposes, on or off a public roadway, must have a license applicable to the vehicle he/she operates.

Said License shall include endorsement and respect all license restrictions, as prescribed by the Department of Motor Vehicles.

8.2 SERVICE WORKERS

Any service worker who operates a vehicle on a public roadway must have a license applicable to the vehicle he/she operates. A service worker who operates vehicles exclusively for the purpose of washing or parking, within a private facility only, must hold, at minimum, a valid and current Drivers License. Service workers shall be trained to safely operate any vehicle he/she may be required to move.

9.0 CUSTOMER SERVICE AND COMMUNICATIONS PERSONNEL

Empire Customer Service and Communications employees fall into two classifications; those whose responsibilities are safety-sensitive and those whose are not. Training for these employees is determined by classification.

9.1 SAFETY-SENSITIVE

Safety-sensitive employees include Dispatchers and Program Managers who are in a position to control or direct the movement of passenger transport vehicles. These employees are subject to DOT regulated Drug and Alcohol testing and, their positions require them to have a better understanding of operational safety requirements. In addition to standard customer service and phone etiquette training, safety-sensitive personnel shall be provided with driver training to include; Company Orientation and Policy; Hazardous Materials; Blood borne Pathogens; Empathy and People with Special Needs; Sexual Harassment; Body Mechanics; Emergency Procedures; Drug and Alcohol and; Radio Communications.

9.2 Non-Safety-Sensitive

Customer service representatives are not safety-sensitive, as they do not direct the movement of passenger transport vehicles. These employees shall be provided with customer service and phone etiquette training, in addition to policy orientation training, as applicable to the position.

10.0 SAFETY AND TRAINING RECORDS

Several forms will be used to document new and ongoing training of Empire employees. Training records required to meet CHP inspection requirements will be maintained at the project location. All other training records will be maintained in the employee personnel file. The STP Manager is responsible for the administration of the Safety and Training Program and holds ultimate responsibility for training record organization and accuracy. Therefore, the following original forms used in the process of training employees will be maintained by or forwarded to the STP Manager for review and distribution.

10.1 DRIVER TRAINEE PERFORMANCE EVALUATION (BTW Form)

This form is used to evaluate organize behind-the-wheel training instructions and provide a final evaluation of skills. This form is used for Drivers, as well as maintenance personnel whose positions include operating revenue service vehicles.

10.2 INDIVIDUAL TRAINING LOG

All Empire personnel shall have training applicable to their position documented on the Individual Training Log. The Log serves as the primary document to evidence any training received. The STP Manager will maintain this document.

11.0 SAFETY MANAGEMENT

11.1 RENEWAL DATABASE

The STP Manager will maintain a computer database that clearly identifies renewal dates, and other dates of significance (i.e., Driver Evaluations, etc.), for each Empire employee governed by this program. The database will be updated as required, and will be reviewed at least once per month for the purpose of planning for renewals. The STP Manager will communicate necessary renewals and other significant employee information with project managers each month.

11.2 SUPERVISION

Each Program Manager shall designate the employees responsible (which may include themselves) for ensuring safe vehicle operations, according to the program. Additional supervision may also be required as part of the local contract. The designated individuals will be responsible for completing ride checks in addition to handling project safety standards discussed in section 12 of this program.

11.3 RIDE CHECKS

Using Driver Evaluation form, each program shall perform an observed evaluation for each driver at least once a year. This evaluation allows for an objective critique of the drivers ability, as it relates to vehicle operations (i.e., the specifics of his/her job). The Driver Evaluation also may be used for unobserved ride checks, which should be carried out on a random basis to ensure safe vehicle operations in general.

12.0 SAFETY STANDARDS

The following standards have been established by Empire to ensure a common understanding of safe vehicle operation, and minimum criteria with regard to unsafe vehicle operations.

12.1 UNSAFE ACTS

Unsafe acts will be determined by the observing supervisor or lead driver and will be documented. The employee shall be issued a citation, advising them of the observed unsafe act. An employee who receives a citation may be subject to disciplinary action, up to and including termination.

12.2 PREVENTABLE COLLISIONS

The Program Manager, or other designated employee shall investigate each vehicle accident. Such investigation shall include documented factual statements, conclusions and opinions related to the cause of the collision. An employee involved in a Preventable Collision is subject to disciplinary action up to and including termination. See section 7.2 for the definition of a Preventable Accident.

12.3 WHEELCHAIR RELATED ACCIDENTS

At no time is a Wheelchair Accident, which is determined to have been preventable, permitted. An employee who is involved in a preventable wheelchair accident may be subject to immediate termination.

13.0 APPENDIX

- Driver Trainee Performance Evaluation
- Individual Training Log
- Driver Evaluation Form
- Unsafe Act Citation
- Re-Training Document



DRIVER TRAINEE PERFORMANCE EVALUATION

Driver Trainee Name: _____ Project: _____

Date BTW Started: _____ Service Type: _____

EVALUATION PROCEDURE

This segment consists of a behind-the-wheel evaluation of driving ability and defensive driving skills. The Driver Trainee starts each day with a maximum score available. Points are deducted each time the student obtains a score of less than 4. The maximum score available may fluctuate, as certain areas may not apply to the training session. For that reason the score is formulated on a percentage basis. Scoring instructions are located on page 4 of this booklet.

MAXIMUM SCORE AVAILABLE

The MSA is based on an allotted total of 4 points for each item scored. Count the amount of items scored and multiply by 4. This number represents your MSA.

RATINGS

1 = Violation 2 = Below Standard 3 = Satisfactory 4 = Good

Note: Violations ratings are only given in the event of a hazardous, unsafe or illegal maneuver. All violation ratings require explanation.

| | Date | Instructor | Coach # | Wheel Time | Time | | Score | Student Initial |
|----|------|------------|---------|------------|-------|---------|-------|-----------------|
| | | | | | Daily | Accrual | | |
| 1 | | | | / | | | % | |
| 2 | | | | / | | | % | |
| 3 | | | | / | | | % | |
| 4 | | | | / | | | % | |
| 5 | | | | / | | | % | |
| 6 | | | | / | | | % | |
| 7 | | | | / | | | % | |
| 8 | | | | / | | | % | |
| 9 | | | | / | | | % | |
| 10 | | | | / | | | % | |

DRIVER TRAINEES MUST ACHIEVE AN AVERAGE SCORE OF NO LESS THAN 75% BEFORE BEING RELEASED FROM TRAINING.

%

SUBJECT

DAY

Pre Trip Inspection 1 2 3 4 5 6 7 8 9 10

| | | | | | | | | | | |
|--------------------|--|--|--|--|--|--|--|--|--|--|
| DVIR Completion | | | | | | | | | | |
| Pre-Exterior | | | | | | | | | | |
| Exterior | | | | | | | | | | |
| Tires/Rims/Lugs | | | | | | | | | | |
| Passenger Compart. | | | | | | | | | | |
| Emergency Exits | | | | | | | | | | |
| Fire Extinguisher | | | | | | | | | | |
| Operator Compart. | | | | | | | | | | |
| Recycle W/C/ lift | | | | | | | | | | |

Brakes

| | | | | | | | | | | |
|----------------------|--|--|--|--|--|--|--|--|--|--|
| Air Brake Test | | | | | | | | | | |
| Hydraulic Brake Test | | | | | | | | | | |
| Hydraulic W/Booster | | | | | | | | | | |
| Vacuum /Hydraulic | | | | | | | | | | |
| ABS Operation | | | | | | | | | | |

Transmissions

| | | | | | | | | | | |
|---------------|--|--|--|--|--|--|--|--|--|--|
| Understanding | | | | | | | | | | |
| Operation | | | | | | | | | | |

Obstacle Course

| | | |
|---------------------|--|--|
| Forward Stop | | |
| Gradual Crossover | | |
| Serpentine | | |
| Measured Right turn | | |

Steering

| | | | | | | | | | | |
|---------------|--|--|--|--|--|--|--|--|--|--|
| Hand Position | | | | | | | | | | |
| Smooth Motion | | | | | | | | | | |
| Other | | | | | | | | | | |

Backing

| | | | | | | | | | | |
|----------------------|--|--|--|--|--|--|--|--|--|--|
| Speed Control | | | | | | | | | | |
| Uses Horn | | | | | | | | | | |
| Uses Mirrors | | | | | | | | | | |
| Straight line method | | | | | | | | | | |
| Weaving method | | | | | | | | | | |
| Back up Stall | | | | | | | | | | |
| Parallel parking | | | | | | | | | | |

Acceleration, Braking & Stopping Distance

| | | | | | | | | | | |
|------------------------|--|--|--|--|--|--|--|--|--|--|
| Engage P/Brake | | | | | | | | | | |
| Accelerates smooth | | | | | | | | | | |
| Maintains speed | | | | | | | | | | |
| Initial brake depress. | | | | | | | | | | |
| Stopping distance | | | | | | | | | | |
| Vehicle in front | | | | | | | | | | |
| Behind limit line | | | | | | | | | | |
| Complete Stop | | | | | | | | | | |

Lane use,

DAY

Passing, etc. 1 2 3 4 5 6 7 8 9 10

| | | | | | | | | | | |
|-------------------------------|--|--|--|--|--|--|--|--|--|--|
| Position Centered | | | | | | | | | | |
| Position 6" from curb | | | | | | | | | | |
| Position 4' from curb | | | | | | | | | | |
| Checks mirrors | | | | | | | | | | |
| Signals in advance | | | | | | | | | | |
| Signals properly when passing | | | | | | | | | | |
| Right lane usage | | | | | | | | | | |
| Merges smoothly | | | | | | | | | | |

Turns

| | | | | | | | | | | |
|-------------------------------------|--|--|--|--|--|--|--|--|--|--|
| Choice of lane | | | | | | | | | | |
| Checks mirror | | | | | | | | | | |
| Signals in advance | | | | | | | | | | |
| Proper set up | | | | | | | | | | |
| Check blind spot | | | | | | | | | | |
| Square Turn | | | | | | | | | | |
| Uses hand over hand | | | | | | | | | | |
| Uses hand to hand | | | | | | | | | | |
| 5mph or less when making right turn | | | | | | | | | | |
| Monitors tail swing | | | | | | | | | | |
| Accelerates out of | | | | | | | | | | |
| Returns hands to 9&3 or 10&2 | | | | | | | | | | |

Intersections

| | | | | | | | | | | |
|-------------------------------|--|--|--|--|--|--|--|--|--|--|
| Surveys before entering | | | | | | | | | | |
| Speed entering | | | | | | | | | | |
| Covers brakes | | | | | | | | | | |
| Keeps head & eyes moving | | | | | | | | | | |
| Ensures intersection is clear | | | | | | | | | | |
| Obeys sign/signals | | | | | | | | | | |
| Yields for pedestrians | | | | | | | | | | |
| Yield Right of Way | | | | | | | | | | |

Freeway Driving

| | | | | | | | | | | |
|----------------------------|--|--|--|--|--|--|--|--|--|--|
| Observes Signs and Signals | | | | | | | | | | |
| Checks Mirrors | | | | | | | | | | |
| Signals properly | | | | | | | | | | |
| Scans for gap in Traffic | | | | | | | | | | |
| Speed limit adher. | | | | | | | | | | |
| On/off Ramp | | | | | | | | | | |
| Merges smoothly | | | | | | | | | | |

Rural Driving

| | | | | | | | | | | | | | | | | | | | | |
|----------------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Observes Signs and Signals | | | | | | | | | | | | | | | | | | | | |
| Checks Mirrors | | | | | | | | | | | | | | | | | | | | |
| Signals properly | | | | | | | | | | | | | | | | | | | | |
| Speed limit adher. | | | | | | | | | | | | | | | | | | | | |

Mountain Driving

| | | | | | | | | | | | | | | | | | | | | |
|----------------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Observes Signs and Signals | | | | | | | | | | | | | | | | | | | | |
| Checks Mirrors | | | | | | | | | | | | | | | | | | | | |
| Signals properly | | | | | | | | | | | | | | | | | | | | |
| Speed limit adher. | | | | | | | | | | | | | | | | | | | | |

Curves & Hills

| | | | | | | | | | | | | | | | | | | | | |
|----------------------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Signals properly | | | | | | | | | | | | | | | | | | | | |
| Checks Traffic | | | | | | | | | | | | | | | | | | | | |
| Push-pull method | | | | | | | | | | | | | | | | | | | | |
| Merges smoothly | | | | | | | | | | | | | | | | | | | | |
| Approaches curve at proper speed | | | | | | | | | | | | | | | | | | | | |
| Positions vehicle for curve | | | | | | | | | | | | | | | | | | | | |
| Maintains position in curve | | | | | | | | | | | | | | | | | | | | |
| Selects proper lane before hill | | | | | | | | | | | | | | | | | | | | |
| Uses correct gear | | | | | | | | | | | | | | | | | | | | |
| Slows when approaching crest | | | | | | | | | | | | | | | | | | | | |
| Proper braking proc. down hills | | | | | | | | | | | | | | | | | | | | |

Night Driving

| | | | | | | | | | | | | | | | | | | | | |
|--------------------------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Uses High beams Properly | | | | | | | | | | | | | | | | | | | | |
| Increases following distance | | | | | | | | | | | | | | | | | | | | |
| Light blinded: Looks to edge of Road | | | | | | | | | | | | | | | | | | | | |

Railroad Crossing

| | | | | | | | | | | | | | | | | | | | | |
|------------------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Mirror Usage | | | | | | | | | | | | | | | | | | | | |
| Signal Usage | | | | | | | | | | | | | | | | | | | | |
| Position after stop | | | | | | | | | | | | | | | | | | | | |
| Uses four ways | | | | | | | | | | | | | | | | | | | | |
| Looks & Listens | | | | | | | | | | | | | | | | | | | | |
| Merges into Traffic smoothly | | | | | | | | | | | | | | | | | | | | |

Hostile Weather

| | | | | | | | | | | | | | | | | | | | | |
|-----------------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Uses Headlights | | | | | | | | | | | | | | | | | | | | |
| Uses Wipers | | | | | | | | | | | | | | | | | | | | |
| Increase following Distance | | | | | | | | | | | | | | | | | | | | |
| Looks for Hazards | | | | | | | | | | | | | | | | | | | | |

Narrow Streets / Traffic Circles

| | | | | | | | | | | | | | | | | | | | | |
|--------------------------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Continually checks side clearance | | | | | | | | | | | | | | | | | | | | |
| Under 15mph on narrow streets | | | | | | | | | | | | | | | | | | | | |
| Checks for Traffic over Shoulder | | | | | | | | | | | | | | | | | | | | |
| Merges only when safe to do so | | | | | | | | | | | | | | | | | | | | |
| Positions vehicle in exit lane early | | | | | | | | | | | | | | | | | | | | |
| Looks for lost or confused Drivers | | | | | | | | | | | | | | | | | | | | |

Bike Racks

| | | | | | | | | | | | | | | | | | | | | |
|---------------------------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Knows proper method of use | | | | | | | | | | | | | | | | | | | | |
| Able to clearly explain rules & proc. | | | | | | | | | | | | | | | | | | | | |

Wheelchair lift operation & securement

| | | | | | | | | | | | | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Vehicle position for boarding/deboarding | | | | | | | | | | | | | | | | | | | | |
| Operation of lift | | | | | | | | | | | | | | | | | | | | |
| Communicates to passenger | | | | | | | | | | | | | | | | | | | | |
| Conventional Sec. 4 point tie down | | | | | | | | | | | | | | | | | | | | |

Service Stops / Bus Zones

| | | | | | | | | | | | | | | | | | | | | |
|---------------------------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Correct approach | | | | | | | | | | | | | | | | | | | | |
| Signal Use | | | | | | | | | | | | | | | | | | | | |
| Stop 3' before sign | | | | | | | | | | | | | | | | | | | | |
| 6"-12" parallel | | | | | | | | | | | | | | | | | | | | |
| Engages 4-ways | | | | | | | | | | | | | | | | | | | | |
| Uses caution with Passengers in zone | | | | | | | | | | | | | | | | | | | | |
| Monitors tail swing when pulling away | | | | | | | | | | | | | | | | | | | | |
| Uses door properly | | | | | | | | | | | | | | | | | | | | |
| Warns Passenger of Hazards | | | | | | | | | | | | | | | | | | | | |

| Date | Instructor Explanation of Violation rating / Comments | Initial |
|------|--|---------|
| 1 | | |
| | | |
| | | |
| 2 | | |
| | | |
| | | |
| 3 | | |
| | | |
| | | |
| 4 | | |
| | | |
| | | |
| 5 | | |
| | | |
| | | |
| 6 | | |
| | | |
| | | |
| 7 | | |
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| | | |
| 8 | | |
| | | |
| | | |
| 9 | | |
| | | |
| | | |
| 10 | | |
| | | |

Scoring Instructions: Input all of the various ratings in their appropriate boxes for the Day/Session in question. Add all totals from "score" column, multiply total by four (4) and input into box labeled "Maximum Score Available". Add all scores from "calculation" column and input into box labeled "Subtotal". Input violation ratings subtracted from Subtotal into box labeled "Total". Divide Total Score by Maximum Score Available and input percentage into bold box. Transfer percentage to front page for review.

| Day/Session #1 | | Score | Calculation |
|---------------------------------|----------------------|-------|------------------------|
| Total of Below Standard ratings | | x 2 = | |
| Total of Satisfactory ratings | | x 3 = | |
| Total of Good ratings | | x 4 = | |
| Subtotal Score | | = | |
| Total Violation ratings | | x-1 = | - |
| Total | | = | |
| Maximum Score Available | <input type="text"/> | = | <input type="text"/> % |

| Day/Session #2 | | Score | Calculation |
|---------------------------------|----------------------|-------|------------------------|
| Total of Below Standard ratings | | x 2 = | |
| Total of Satisfactory ratings | | x 3 = | |
| Total of Good ratings | | x 4 = | |
| Subtotal Score | | = | |
| Total Violation ratings | | x-1 = | - |
| Total | | = | |
| Maximum Score Available | <input type="text"/> | = | <input type="text"/> % |

| Day/Session #3 | | Score | Calculation |
|---------------------------------|----------------------|-------|------------------------|
| Total of Below Standard ratings | | x 2 = | |
| Total of Satisfactory ratings | | x 3 = | |
| Total of Good ratings | | x 4 = | |
| Subtotal Score | | = | |
| Total Violation ratings | | x-1 = | - |
| Total | | = | |
| Maximum Score Available | <input type="text"/> | = | <input type="text"/> % |

| Day/Session #4 | | Score | Calculation |
|---------------------------------|----------------------|-------|------------------------|
| Total of Below Standard ratings | | x 2 = | |
| Total of Satisfactory ratings | | x 3 = | |
| Total of Good ratings | | x 4 = | |
| Subtotal Score | | = | |
| Total Violation ratings | | x-1 = | - |
| Total | | = | |
| Maximum Score Available | <input type="text"/> | = | <input type="text"/> % |

| Day/Session #5 | | Score | Calculation |
|---------------------------------|----------------------|-------|------------------------|
| Total of Below Standard ratings | | x 2 = | |
| Total of Satisfactory ratings | | x 3 = | |
| Total of Good ratings | | x 4 = | |
| Subtotal Score | | = | |
| Total Violation ratings | | x-1 = | - |
| Total | | = | |
| Maximum Score Available | <input type="text"/> | = | <input type="text"/> % |

| Day/Session #6 | | Score | Calculation |
|---------------------------------|----------------------|-------|------------------------|
| Total of Below Standard ratings | | x 2 = | |
| Total of Satisfactory ratings | | x 3 = | |
| Total of Good ratings | | x 4 = | |
| Subtotal Score | | = | |
| Total Violation ratings | | x-1 = | - |
| Total | | = | |
| Maximum Score Available | <input type="text"/> | = | <input type="text"/> % |

| Day/Session #7 | | Score | Calculation |
|---------------------------------|----------------------|-------|------------------------|
| Total of Below Standard ratings | | x 2 = | |
| Total of Satisfactory ratings | | x 3 = | |
| Total of Good ratings | | x 4 = | |
| Subtotal Score | | = | |
| Total Violation ratings | | x-1 = | - |
| Total | | = | |
| Maximum Score Available | <input type="text"/> | = | <input type="text"/> % |

| Day/Session #8 | | Score | Calculation |
|---------------------------------|----------------------|-------|------------------------|
| Total of Below Standard ratings | | x 2 = | |
| Total of Satisfactory ratings | | x 3 = | |
| Total of Good ratings | | x 4 = | |
| Subtotal Score | | = | |
| Total Violation ratings | | x-1 = | - |
| Total | | = | |
| Maximum Score Available | <input type="text"/> | = | <input type="text"/> % |

| Day/Session #9 | | Score | Calculation |
|---------------------------------|----------------------|-------|------------------------|
| Total of Below Standard ratings | | x 2 = | |
| Total of Satisfactory ratings | | x 3 = | |
| Total of Good ratings | | x 4 = | |
| Subtotal Score | | = | |
| Total Violation ratings | | x-1 = | - |
| Total | | = | |
| Maximum Score Available | <input type="text"/> | = | <input type="text"/> % |

| Day/Session #10 | | Score | Calculation |
|---------------------------------|----------------------|-------|------------------------|
| Total of Below Standard ratings | | x 2 = | |
| Total of Satisfactory ratings | | x 3 = | |
| Total of Good ratings | | x 4 = | |
| Subtotal Score | | = | |
| Total Violation ratings | | x-1 = | - |
| Total | | = | |
| Maximum Score Available | <input type="text"/> | = | <input type="text"/> % |

ROUTE TRAINING

| DATE | ROUTE | RUN/SHIFT# | *CHECK IF IN SERVICE | TRAINER |
|------|-------|------------|-------------------------|---------|
|------|-------|------------|-------------------------|---------|

| | | | | |
|----|--|--|--|--|
| 1 | | | | |
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| 4 | | | | |
| 5 | | | | |
| 6 | | | | |
| 7 | | | | |
| 8 | | | | |
| 9 | | | | |
| 10 | | | | |

* Driver Trainee must be signed-off, licensed with applicable endorsements before driving any vehicles in revenue service!

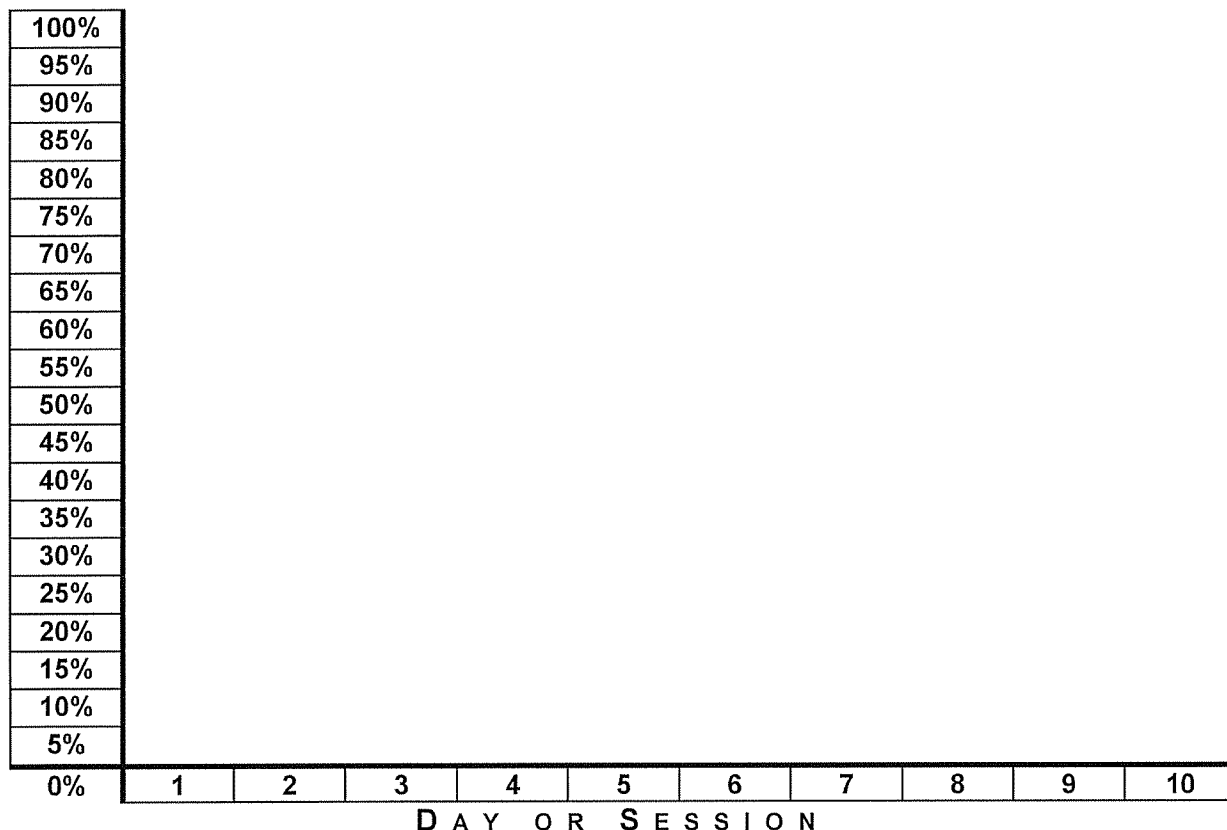
Note: In revenue service is defined as a vehicle in operation with passengers for fare.

COMMENTS

Route knowledge

| | |
|----|--|
| 1 | |
| 2 | |
| 3 | |
| 4 | |
| 5 | |
| 6 | |
| 7 | |
| 8 | |
| 9 | |
| 10 | |

DRIVER TRAINEE PROGRESS CHART



This chart is used to measure improvement on a progressive level for each Driver Trainee. Using a red ink pen, draw a straight line from preceding percentage scored to current percentage scored. The numbers below the chart represent the current session or day of training in question. If on first day or session, start line at the percentage reached that day on column #1.

- ⇒ Support community emergency response activities as directed by company policies and procedures.

Other Personnel

Other personnel supporting our operations also have responsibilities for the SSEP Program.

Dispatchers are expected to:

- ⇒ Receive calls for assistance
- ⇒ Dispatch supervisors and emergency response personnel
- ⇒ Coordinate with law enforcement and emergency medical service communications centers
- ⇒ Notify supervisory and management staff of serious incidents
- ⇒ Establish on-scene communication
- ⇒ Complete any required security related reports
- ⇒ Provide direction to on-scene personnel

Mechanics are expected to:

- ⇒ Report vandalism
- ⇒ Report threats and vulnerabilities of vehicle storage facilities
- ⇒ Provide priority response to safety and security critical items such as lighting
- ⇒ Maintain facility alarm systems

Threat and Vulnerability Identification

The primary method used by our operations to identify the threats to our transit systems and the vulnerabilities of the system is the collection of incident reports submitted by drivers and supervisors and information provided by local law enforcement and contractors.

Information resources include the following:

- Operator incident reports
- Risk management reports
- Bus maintenance reports
- Marketing surveys
- Passengers' letters and telephone calls
- Management's written concerns
- Staff meeting notes
- Statistical reports
- Special requests
- Type of incidents
 - Crimes against persons
 - Crimes against property
 - General incidents
- Disposition of incidents (same as disposition of call for service)

Security testing and inspections may be conducted to assess the vulnerability of the transit system. Testing and inspection includes the following three-phase approach:

- Equipment preparedness - to ensure that security equipment is operable and in the location where it belongs
- Employee proficiency - To ensure that employees know how and when to use security equipment
- System effectiveness - To evaluate security by employing security system exercises.

Evaluation

The SSEPP is a “living document” and needs to address issues associated with system security and emergency preparedness on a timely and proactive basis. It is incumbent upon all appropriate Empire personnel to constantly evaluate the effectiveness of the SSEPP as well as implementation. The SSEPP POC’s will work with their respective clients to ensure that the SSEPP is evaluated for effectiveness on at least an annual basis. The tools and checklists that follow will provide the basis for conduct of these regular evaluations.

Points of Emphasis

1. **Awareness** - Train all security and maintenance personnel to spot suspicious-looking or unfamiliar people or objects.
2. **Communication** - Teach employees and/or tenants the importance of awareness; encourage them to identify and report anything that appears out-of-the-ordinary.
3. **Screening** - Develop and implement systems for identifying and controlling visitor access to the building.
4. **Inspection** - Establish strict procedures for the control and inspection of packages and materials delivered to the building, particularly those intended for critical areas.
5. **Procedures** - Instruct all personnel, particularly telephone switchboard or reception personnel or Call Center personnel, on what to do if a bomb threat is received.
6. **Surveillance** - Instruct security and maintenance personnel to routinely check unattended public or open areas, such as rest rooms, stairways, parking garages and elevators.
7. **Lighting** - Make sure that all of the facility's access points are well-lit.
8. **Systems Awareness** - Unexpected interruptions in the building's fire or security systems may not be coincidental; train personnel to identify and address them immediately.
9. **Local Authorities** - Contact local government agencies to determine their procedures for dealing with bomb threats, search, removal and disposal.
10. **Contingency** - Assure adequate protection and off-site backup for classified documents, proprietary information, critical records and activities essential to the operation of your business.

System Security Considerations

- ☑ Security Plan established, which addresses all operations modes and contracted services
- ☑ System security responsibilities and duties established
- ☑ Personal safety awareness/education programs for passengers and employees and community outreach
- ☑ Security equipment regularly inspected, maintained and functionally tested; including personal equipment issued to security personnel
- ☑ Contingency SOPs developed; drills and table-top exercises conducted for extraordinary circumstances, including – terrorism (including chemical/ biological agents/ weapons of mass destruction); Riot / Domestic unrest; Catastrophic natural events; and System-wide communications failure
- ☑ Planning, coordination, training and mutual aid agreements with external agencies (state, local police, MTA, etc.)
- ☑ Security SOPs reviewed on a regular basis and updates made as needed to Security Plan
- ☑ Security equipment installed, inspected, and maintained to monitor trespass activities
- ☑ Data collection established for all security issues / incidents; analysis performed and recommendations made; document control established, including follow-up
- ☑ Security risk/vulnerability assessments conducted, documented and reviewed
- ☑ Contingency plans for loss of electrical power and radio or phone communications
- ☑ Standard Operating Procedures for critical incident command, control, and service continuation/ restoration
- ☑ Security training provided to all staff levels (from front-line "eyes and ears" concept to professional level security training)
- ☑ Background checks on employees and contractors (where applicable)
- ☑ Regular assessments of employee security proficiencies conducted
- ☑ Employees issued quick reference guidelines for security situations
- ☑ Emergency contacts list developed / current / and responsibilities for call-outs identified
- ☑ Visitor, deliveries and contractor facility access procedures developed / visible identification required
- ☑ Security checklists developed and regularly used for verifying status of physical infrastructure and security procedures
- ☑ Agency employees identifiable by visible identification and/or uniform
- ☑ Policy and procedures in place for facilities key control.

SUMMARY

As a transit service contractor, we have a supporting role in the development of an effective SSEPP. The primary responsibility is with our government agency clients. As a result our success will be mixed; some of our clients will ignore the threats which will make our efforts more difficult and less successful. Some of our clients will try to develop plans without our involvement which will make their success less likely. Some of our clients will embrace this effort and welcome your participation which will make the effort the most effective. Our job is to make the effort in every case.

Appendix A Vehicle Safety Program Implications

| VEHICLE SAFETY PROGRAM PLAN | | COVERED POLICIES AND PROCEDURES | ADDITIONAL ISSUES IN SSEP PROGRAM |
|-----------------------------|-----------------------------|--|--|
| SECTION | TITLE | | |
| 1 | MANAGEMENT COMMITMENT | <ul style="list-style-type: none"> ➤ Safety Policy Statement | <ul style="list-style-type: none"> ✓ MEMORANDUM AUTHORIZING SYSTEM SECURITY AND EMERGENCY PREPAREDNESS (SSEP) PROGRAM |
| 2 | COMPLIANCE RESPONSIBILITIES | <ul style="list-style-type: none"> ➤ Chief Operating Officer ➤ Drivers, mechanics and others operating agency vehicles (and volunteers) ➤ Vehicle Accident Prevention (VAP) Committee ➤ Safety incentive program(s) | <ul style="list-style-type: none"> ✓ EXPANDED TO ADDRESS SSEP PROGRAM ✓ CREATION OF SSEP PROGRAM POINT OF CONTACT (POC) |
| 3 | DRIVERS – INITIAL HIRE | <ul style="list-style-type: none"> ➤ Qualifications ➤ Initial Training | <ul style="list-style-type: none"> ✓ COMMITMENT TO ADDRESS SSEP ISSUES IN HIRING |
| | QUALIFICATIONS | <ul style="list-style-type: none"> ➤ Application ➤ Interviews ➤ Physical Requirements ➤ Age ➤ Knowledge of English ➤ Driver Licensing ➤ Operating Skills ➤ Criminal Record Checks ➤ Ability to perform simple math ➤ Reasonable knowledge of the service area and ability to read basic maps ➤ A road test given by a designated Agency Supervisor is required ➤ A written driving skills test is required | <ul style="list-style-type: none"> ✓ EXPANSION OF NEW HIRE APPLICATION PROCESS TO EMPHASIZE IMPORTANCE OF SAFETY, SECURITY AND EMERGENCY PROCEDURES |

| VEHICLE SAFETY PROGRAM PLAN | | COVERED POLICIES AND PROCEDURES | ADDITIONAL ISSUES IN SSEP PROGRAM |
|-----------------------------|---|--|--|
| SECTION | TITLE | | |
| | DRIVER INITIAL TRAINING | <ul style="list-style-type: none"> ➤ Agency Policies and Procedures ➤ Federal and State Guidelines and Regulations ➤ Pre and Post Trip Inspections ➤ Vehicle Familiarization ➤ Basic Operations and Maneuvering ➤ Special Driving Conditions ➤ Backing ➤ Bad Weather ➤ Boarding and Alighting Passengers ➤ Defensive Driving Course (DDC) ➤ Passenger Assistance Training – DRIVE Training ➤ On Road | <ul style="list-style-type: none"> ✓ ADDITIONAL TRAINING TO ADDRESS SECURITY AWARENESS, REPORTING SUSPICIOUS ACTIVITY, REPORTS AND DOCUMENTATION, AND PRE AND POST TRIP INSPECTIONS |
| 4 | DRIVERS – ONGOING SUPERVISION AND TRAINING | <ul style="list-style-type: none"> ➤ Training - refresher/retraining ➤ Evaluation and supervision ➤ Motor vehicle record checks ➤ Annual physical examination ➤ Safety meetings ➤ Seat-belt usage ➤ Discipline/recognition ➤ Preventable accidents/injuries | <ul style="list-style-type: none"> ➤ ADDITIONAL REFRESHER TRAINING AND "PROFICIENCY TESTS" FOR KNOWLEDGE OF EMERGENCY PROCEDURES ✓ ADDITIONAL RESPONSIBILITIES FOR SUPERVISION |

| | | | |
|---|--|---|--|
| 5 | <p>EMERGENCY DRIVING PROCEDURES</p> | <ul style="list-style-type: none"> ➤ Emergency driving procedures ➤ Accident causes <ul style="list-style-type: none"> ○ Slippery road surfaces ○ Driving at night ○ Driving through water ○ Winter driving ○ Driving in very hot weather ➤ Vehicle breakdowns and unavoidable stops ➤ Vehicle fire/evacuation ➤ Hold up/robbery ➤ Natural disasters <ul style="list-style-type: none"> ○ Tornado ○ Flood procedures - vehicle | <ul style="list-style-type: none"> ✓ EXPANSION OF EMERGENCY PROCEDURES TO INCLUDE ADDITIONAL SECURITY AND EMERGENCY CONDITIONS ➤ EXPANSION OF EMERGENCY PROCEDURES TO INCLUDE SUPPORT OF COMMUNITY RESPONSE TO A MAJOR EVENT OR EMERGENCY ➤ EMERGENCY TRAINING AND EXERCISING |
| 6 | <p>PASSENGER SAFETY</p> | <ul style="list-style-type: none"> ➤ General guidelines ➤ Seat-belts ➤ Child safety seats ➤ Mobility device securement and passenger restraint systems ➤ Difficult passengers ➤ Medical condition ➤ First aid ➤ Bloodborne pathogens/infection control | <ul style="list-style-type: none"> ✓ EXPANSION OF PROCEDURES FOR MANAGING DIFFICULT PASSENGERS ✓ CLARIFICATIONS REGARDING FIRST AID AND BLOODBORNE PATHOGENS/INFECTION CONTROL |

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| <p>7</p> | <p>VEHICLES & EQUIPMENT</p> | <ul style="list-style-type: none"> ➤ Vehicles & equipment ➤ Preventive maintenance ➤ Program development ➤ Preventive maintenance needs ➤ Preventive maintenance program ➤ Format for preventive maintenance program for transit vehicles ➤ Master vehicle service and repair record – maintenance history ➤ Preventive maintenance intervals <ul style="list-style-type: none"> ○ A Level Inspection ○ B Level Inspection ○ C Level Inspection ➤ Pre & post trip inspections ➤ Emergency equipment on vehicles and usage ➤ Use of emergency equipment on vehicles ➤ Vehicle procurement <ul style="list-style-type: none"> ○ Exterior ○ Visibility ○ Interior ➤ Vehicle security ➤ Vehicle safety in and around the shop or yard | <ul style="list-style-type: none"> ✓ EXPANSION OF VEHICLE SECURITY PROCEDURES ✓ EXPANSION OF MAINTENANCE PROCEDURES FOR IDENTIFYING AND REPORTING VANDALISM, SUSPICIOUS SUBSTANCES, OR VEHICLE TAMPERING ➤ EXPANSION OF VEHICLE PROCUREMENT PROCEDURES TO ADDRESS SECURITY TECHNOLOGY |
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| 8 | ACCIDENT MANAGEMENT | <ul style="list-style-type: none"> ➤ Accident documentation packet ➤ Accident notification procedures – driver responsibility ➤ Accident investigation – management responsibility ➤ Accident investigation kit ➤ Reconstruction & analysis ➤ Drug and alcohol tests ➤ Media relations and crises communication after an accident | <ul style="list-style-type: none"> ✓ ADDITIONAL TOOLS FOR ACCIDENT DOCUMENT PACKET TO ADDRESS SECURITY ➤ ADDITIONAL TOOLS FOR MEDIA RELATIONS |
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Appendix B Bomb Threat Procedures

Bomb Threat Procedures

In recent years the use and threatened use of explosives in our society has increased at an alarming rate. Organizations must prepare a plan of action to respond effectively. This brief provides guidelines that will assist transit agencies in developing a procedure specific to their particular environment.

Steps to Be Considered

When faced with a bomb threat, the primary concern must always be the safety of passengers, employees, and emergency responders. Use of other disaster or emergency procedures do not address all the issues raised by a bomb threat.

For example, in the instance of a fire, effort is directed at evacuating the occupants in a quick and orderly manner. In the case of a bomb threat, if evacuation is initiated, the exit routes and assembly areas should be searched prior to vacating the premises. The potential hazard remains when a building is evacuated before a search has been made. Personnel cannot safely reoccupy the building and resume normal activities until a search has been conducted. Such problems require a procedure with the following steps:

- Step 1: Threat Reception
- Step 2: Threat Evaluation
- Step 3: Search Procedure
- Step 4: Locating Unidentified Suspicious Objects
- Step 5: Evacuation Procedure
- Step 6: Re-occupation of Building
- Step 7: Training of Essential Personnel

Step 1: Threat Reception

Telephone Threats (threat to detonate explosive is phoned into system)

- Caller is the person who placed the device
- Caller has knowledge of who placed the device
- Caller wants to disrupt system operation

Written Threats (threat to detonate explosive is written into system)

- May be more serious than phoned-in threats
- Written threats are generally more difficult to trace than phoned-in threats

Letter and Package Threats (suspicious package or letter is delivered to agency)

- These threats serve a variety of purposes, but, generally, they are directed at specific system personnel rather than at the system as a whole.

The personal motivations of the criminal may be more important in these types of threats

Bomb threats are normally transmitted by phone. The person receiving the call should be prepared to obtain precise information, which is included on the Bomb Threat Checklist which should be available to all personnel whose regular job is phone intake.

The caller may provide specific information by answering these questions. Often the type of person making a threat of this nature becomes so involved that they will answer questions impulsively. Any additional information obtained will be helpful to police and explosive technicians.

Step 2: Threat Evaluation

Two basic descriptions of threats can be identified:

Non-specific threat: This is the most common type of threat, usually with little information given other than, "There is a bomb in your building."

Specific threat: This threat is given in more detail. Reference is often made to the exact location of the device, or the time it will detonate.

Specific threats should be considered more serious in nature, requiring a more concerted effort in the response. The non-specific threat, however, cannot be ignored. A policy must be developed to respond effectively to both threat levels.

Certain actions should be taken regardless of the threat category:

Notify law enforcement (whether internal transit police and/or security or local law enforcement)

Notify management personnel

Initiate the search procedure

Search before evacuation of personnel (employee search)

Search after evacuation of personnel (volunteer search)

Notification to internal and/or external law enforcement, security and management personnel should be prompt, and include as much detail as possible. The person who received the threatening call should be available immediately for interviewing. Copies of the completed threat checklist should be readily available to all who may need it.

The appropriate search procedure should be initiated. Searches in the transit environment – as in many other environments – have two major constraints:

Radio communication cannot be used (it may detonate the device)

The environment is specialized, therefore, it cannot be searched effectively by outsiders

To address these concerns, personnel who work in a particular area, or who are responsible for an area, should be used. Not only will these personnel provide a much more thorough search than outside responders, but they are knowledgeable concerning station or facility emergency communication systems, and can access "land line" telephones to manage communications more

effectively during the search. A system that utilizes the employees – after evacuations have been ordered – should always and only use volunteers.

The following criteria help determine what immediate action to take:

Factors favoring a search before the movement of personnel (occupant search):

- There is a high incidence of hoax telephone threats
- Effective security arrangements have been established
- Information in the warning is imprecise or incorrect
- The caller sounded intoxicated, amused, or very young
- The prevailing threat of terrorist activity is low

Factors favoring movement of personnel before searching (volunteer search):

- The area is comparatively open
- Information in the warning is precise as to the matters of location, a description of the device, the timing, and the motive for the attack
- A prevailing threat of terrorist activity is high

Step 3: Search Procedure

Pre-planning and coordination of employees are essential in implementing an effective search of transit premises, particularly for large stations and facilities. A printed facility schematic should be identified for each major transit facility. Wherever possible, the facility should be divided into zones or sections (prior to the actual conduct of the search), and volunteer personnel – familiar with the zone or section – identified to support the search, by shift or position. Back-ups and supporting volunteers should also be identified for each zone or segment. The facility schematics should be available to those responsible for managing bomb threats and searches. Not only will these schematics support identification and assembly of the volunteer search team, but also, as the search is conducted, each area can be “crossed off” the plan as it is searched.

Areas that are accessible to the public require special attention during a search, and may be vitally important if an evacuation is to be conducted. The level of the search should be in a level that relates to the perceived threat level:

An occupant search is used when the threat's credibility is low. Occupants search their own areas. The search is completed quickly because occupants know their area and are most likely to notice anything unusual.

The volunteer team search is used when the threat's credibility is high. The search is very thorough and places the minimum number of personnel at risk. Evacuate the area completely, and ensure that it remains evacuated until the search is complete. Search teams will make a slow, thorough, systematic search of the area.

During the search procedure the question often arises, "What am I looking for?" The basic rule is: Look for something that does not belong, or is out of the ordinary, or out of place. Conduct the search quickly, yet thoroughly, keeping the search time to a maximum of 15 to 20 minutes. Both the interior and exterior of the facility should be searched.

Historically, the following areas have been used to conceal explosive or hoax devices in the transit environment:

| Outside Facility Areas | Inside Facility |
|--|--|
| Trash cans Dumpsters Mailboxes Bushes Street drainage systems Storage areas Parked cars Shrubbery Newspaper Stands | Ceilings with removable panels Overhead nooks Areas behind artwork, sculptures and benches Recently repaired/patched segments of walls, floors, or ceilings Elevator shafts Restrooms Behind access doors In crawl spaces Behind electrical fixtures In storage areas and utility rooms Trash receptacles Mail rooms Fire hose racks |

Depending on the nature of the threat, searches may expand to include transit vehicles. In extremely rare instances, dispatchers have instructed operators on certain bus routes to immediately bring their vehicles to a safe location, unload passengers, and walk-through the vehicle – looking for unidentified packages. In other instances, evacuated vehicles have been met by law enforcement officers, who actually conduct the search, including the vehicle undercarriage and rooftop areas.

Step 4: Locating an Unidentified Suspicious Package

If an unidentified or suspicious object is found, all personnel should be instructed (1) to leave the object in place DO NOT MOVE IT and (2) to report it to central dispatch or the search team leader immediately. The following information is essential:

- Location of the object
- Reason(s) suspected
- Description of the object
- Any other useful information – how difficult to secure area, evacuate, nearest emergency exits, etc.

Based on this information, decisions will be made regarding the following:

- Removal of persons at risk
- Establishment of perimeter control of the area to ensure that no one approaches or attempts to move the object
- Activities to establish ownership of the object. (In the event that legitimate property has been left behind in error prior to the bomb threat being received.)

Assignment of someone familiar with the building and the area where the object is located to meet the police/bomb team/fire fighter personnel on their arrival (in the event that they have been called)

Continue implementation of search procedure until all areas have reported to the central control, as there may be more than one unidentified object

While volunteers and public safety personnel are conducting the search, and particularly while they are managing response to a suspicious package, they should keep in mind the following information:

Improvised Explosive Devices (IEDs) and other types of bombs inflict casualties in a variety of ways, including the following:

Blast over pressure (a crushing action on vital components of the body; eardrums are the most vulnerable).

Falling structural material.

Flying debris (especially glass).

Asphyxiation (lack of oxygen).

Sudden body translation against rigid barriers or objects (being picked up and thrown by a pressure wave).

Bomb fragments.

Burns from incendiary devices or fires resulting from blast damage.

Inhalation of toxic fumes resulting from fires.

The following are four general rules to follow to avoid injury from an IED:

Move as far from a suspicious object as possible without being in further danger from other hazards such as traffic or secondary sources of explosion

Stay out of the object's line-of-sight, thereby reducing the hazard of injury because of direct fragmentation

Keep away from glass windows and materials that could become flying debris

Remain alert for additional or secondary explosive devices in the immediate area, especially if the existence of a bomb-threat evacuation assembly area has been highly publicized

Step 5: Evacuation Procedure

If an unidentified object is found, a quiet and systematic evacuation from the area should be conducted. Prior to evacuation, all areas used in the evacuation route must be searched: stairwells, corridors, elevators, and doorways. When these areas have been checked, volunteer personnel should be assigned to direct other personnel along the searched exit routes.

As a general guideline, evacuation should be to a minimum distance of 300 feet in all directions from the suspicious package, including the area above and below the site, giving regard to the type of building construction (thin walls, glass) and the size of the suspicious package. Elevators should not be used to evacuate people under normal circumstances. A power failure could leave them trapped in a hazardous area. Attention should be paid to the need for special transportation requirements of persons with disabilities.

The essential task in evacuation procedures is to direct people to quietly leave the premises, using tact and power of suggestion, in an effort to maintain control and avoid panic. Once a complete or partial evacuation has taken place, there must be some form of accounting for all personnel. This may be a difficult task, but a necessary one to ensure the safety of all personnel.

Assembly areas should be pre-selected and well known to personnel. Establish a clearly defined procedure for controlling, marshalling, and checking personnel within the assembly area. If possible, for major transit stations, assembly areas should be coordinated with local police in advance. Assembly areas are selected using the following criteria:

- Locate assembly areas at least 300 feet from the likely target or building (if possible).
- Locate assembly areas in areas where there is little chance of an IED being hidden. Open spaces are best. Avoid parking areas because IEDs can be easily hidden in vehicles.
- Select alternate assembly areas to reduce the likelihood of ambush with a second device or small-arms fire. If possible, search the assembly area before personnel occupy the space.
- Avoid locating assembly areas near expanses of plate glass or windows. Blast effects can cause windows to be sucked outward rather than blown inward.
- Select multiple assembly areas (if possible) to reduce the concentration of key personnel. Drill and exercise personnel to go to different assembly areas to avoid developing an evacuation and emergency pattern that can be used by perpetrators to attack identifiable key personnel.

Step 6: Re-Occupation of Station/Facility

Re-occupation of the building is a decision that must be made by an appropriate management or law enforcement official. If the evacuation was made without a search, the premises should be searched before re-occupation.

Step 7: Training

Any effective threat procedure must be accompanied with an adequate training program. Training the essential personnel should encompass both the preventative and operational aspects of the procedure. Prevention can be accomplished through employee awareness, developing good housekeeping habits, and being on the alert for suspicious items and persons.

Operational training may include lectures by transit police and security instructional staff or guest speakers, in-service training classes, and practical training exercises. Evacuation and search drills should be performed periodically under the supervision of transit police or local law enforcement. Coordination with local law enforcement is particularly important for those small agencies with no internal security.

Conclusion

Considering recent events, it is advisable to consider all threats serious. A well-prepared and rehearsed plan will ensure an effective, quick search with minimal disruption of normal operation. Panic and possible tragedy can be avoided. Appropriate security, heightened employee and passenger awareness, and good housekeeping controls will identify many potential problems.

Bomb Threats

By Phone – If you receive a bomb threat by phone you should

- Stay Calm
- Activate phone recording if available
- Listen carefully, take notes of exact words
- Keep the caller talking

Get as much of the following information as possible. It is likely the caller will not give the specifics, but engaging in conversation with the person may cause the caller to reveal things. If possible signal a supervisor, write a note or have a hand signal that will be recognized, in the office to call the police while you're on the line and notify them of what is occurring.

Also listen carefully and take note of any of the following: You are looking for hints about who the person is, where they were when they made the call. If you see caller id write that down immediately.

By Mail –

- Place all papers and envelopes with the threat in a bag or large envelope (clear plastic preferable). Pick it up at the edge.
- Do not handle the letter or envelope unnecessarily. It may contain fingerprints that can be used for evidence. And do not allow anyone else to touch unless senior management authorizes it.
- Preserve the document for the police and fire departments.

After the threat has been received. (By phone or mail)

- Contact the emergency response units. (911)
- Notify the senior manager on site.

The senior manager will determine if the building should be evacuated, and take control of management of the situation.

Do not share everything with everyone. Go immediately to the supervisor or project manager to give them the information. Do not share it with the coworkers around you as you may cause unnecessary panic.

Bomb Threat Checklist

Exact time and date of call:

Exact words of caller:

Voice

- Loud
- High Pitched
- Raspy
- Intoxicated
- Soft
- Deep
- Pleasant
- Other
- Raspy
- High Pitched
- Loud

Accent

- Local
- Foreign
- Race
- Not Local
- Region
- Local
- Foreign
- Race
- Not Local
- Region

Manner

- Calm
- Rational
- Coherent
- Deliberate
- Righteous
- Angry
- Irrational
- Incoherent
- Emotional
- Laughing

Background Noise

- Factory Machines
- Bedlam
- Music
- Office Machines
- Mixed
- Street Traffic
- Trains
- Animals
- Quiet
- Voices
- Airplanes
- Party Atmosphere

Language

- Excellent
- Fair
- Foul
- Good
- Poor
- Other
- Pleasant
- Other
- Raspy

Speech

- Fast
- Distinct
- Stutter
- Slurred
- Slow
- Distorted
- Nasal
- Lisp
- Other

Familiarity with Threatened Facility

- Much
- Some
- None

Questions to Ask the Caller

When is the bomb going to explode?

Where is the bomb?

What does it look like?

What kind of bomb is it?

What will cause it to explode?

Did you place the bomb?

Why did you place the bomb?

Where are you calling from?

What is your address?

What is your name?

Observations

If the voice is familiar, whom did it sound like?

Were there any background noises?

Telephone number call received at:

Person receiving call:

Additional Comments:

Appendix C Reporting Criminal Activity

If you observe a crime in progress or behavior that you suspect is criminal, immediately notify dispatch, if you are driving a vehicle, or your supervisor, if you are at a facility. If directed by dispatch or the supervisor, contact local police. Report as much information as possible including:

Activity: What is happening? (Use plain language. Avoid assumptions. Stay with facts.)

Description of Involved People: For each involved person, provide:

- Height
- Weight
- Gender
- Clothing
- Weapons
- Distinguishing characteristics

Location: Describe exactly where the criminal activity is occurring. If the activity is “moving,” describe the direction of travel.

Vehicle: If a vehicle is involved, please provide the following:

- Color
- Year
- Make
- Model
- License

DO NOT APPROACH OR ATTEMPT TO APPREHEND THE PERSON(S) INVOLVED.

Stay on the telephone with the police dispatcher and provide additional information as changes in the situation occur, until the first police officer arrives at your location.

Document to be used in training of drivers, dispatch personnel.

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October 8, 2018

Ms. Ani Karapetyan
Los Angeles County Department of Public Works
Administrative Services Division – 9th Floor
900 South Fremont Avenue
Alhambra, CA 91803-1331

Re: *Proposal – Edmund D. Edelman Children’s Court Shuttle and Wellness Center Shuttle Service - (2018-PA037)*

Dear Ms. Karapetyan:

Once again, thank you for the opportunity to present a proposal for the Edmund D. Edelman Children’s Court Shuttle and Wellness Center Shuttle Service. We are proud to say that Empire is Southern California’s most experienced minority and locally owned transportation company. We have successfully provided fixed route shuttle services for over thirty years. We have established rewarding professional relationships with the Department of Public Works, County of Los Angeles, Riverside Transit Agency and the City of Bellflower, among other customers, by providing the best service with emphasis in quality of care and efficiency.

We understand this procurement process is price driven. As you will see, we are providing a competitive price that will allow us to continue to provide safe, customer service oriented, ADA compliant and transparent services to DPW, County of Los Angeles. We stay away from the practice of providing pricing so low that will force us to cut corners and as a result jeopardize the safety of the passengers.

We feel that we are the best operator for this contract based on our proven experience, currently established operational infrastructure, facility, and management structure.

As Co-owner, President, and Chief Operating Officer, I am authorized to submit this proposal and to represent the Company throughout the process. We have made a thorough analysis of Addendum #1, as well as the included specifications, and have taken no exception to those requirements in our proposal. We look forward to working with DPW staff as the selection process continues.

Sincerely,



Bertha Aguirre

President & Chief Operating Officer

BRINGING PEOPLE AND PLACES TOGETHER SINCE 1968

8800 Park Street, Bellflower, CA 90706

• 562-529-2676 Ext. 114 • FAX 562-529-2220 •

E-Mail baquirre@emptransportation.com

**SCHEDULE OF PRICES
FOR
EDMUND D. EDELMAN CHILDREN'S COURT SHUTTLE AND WELLNESS CENTER
SHUTTLE SERVICES**

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, overtime, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. 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.

A. WELLNESS CENTER SHUTTLE

| Item | Description | Hourly Rate | Estimated Annual Hours | Annual Price (Hourly Rate X Estimated Annual Hours) |
|----------------------------------|--|-------------|------------------------|--|
| 1. | Rate for Contractor-Provided Service Vehicle | \$ 66.98 | 3,672 | \$ 245,950.56 |
| ESTIMATED TOTAL ANNUAL HOURS | | | 3,672 | |
| PROPOSED ANNUAL PRICE FOR PART A | | | | \$ 245,950.56 |

B. EDMUND D. EDELMAN CHILDREN'S COURT SHUTTLE

| Item | Description | Hourly Rate | Estimated Annual Hours | Annual Price (Hourly Rate X Estimated Annual Hours) |
|----------------------------------|--|-------------|------------------------|--|
| 1. | Rate for County-Owned Service Vehicle | \$ 63.12 | 3,465 | \$ 218,710.80 |
| 2. | Rate for Contractor-Provided Service Vehicle | \$ 66.98 | 385 | \$ 25,787.30 |
| ESTIMATED TOTAL ANNUAL HOURS | | | 3,850 | |
| PROPOSED ANNUAL PRICE FOR PART B | | | | \$ 244,498.10 |

| | | | | |
|--|--|--|--|---------------|
| TOTAL PROPOSED ANNUAL PRICE (Proposed Annual Price for Part A + B) | | | | \$ 490,448.66 |
|--|--|--|--|---------------|

It is estimated that Contractor-provided vehicles may be needed in place of County-provided vehicles for 10% of the total annual hours

**SCHEDULE OF PRICES
FOR
EDMUND D. EDELMAN CHILDREN'S COURT SHUTTLE AND WELLNESS CENTER
SHUTTLE SERVICES**

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, overtime, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. 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.

A. WELLNESS CENTER SHUTTLE

| Item | Description | Hourly Rate | Estimated Annual Hours | Annual Price (Hourly Rate X Estimated Annual Hours) |
|----------------------------------|--|-------------|------------------------|---|
| 1. | Rate for Contractor-Provided Service Vehicle | \$ 67.83 | 3,672 | \$ 249,071.76 |
| ESTIMATED TOTAL ANNUAL HOURS | | | 3,672 | |
| PROPOSED ANNUAL PRICE FOR PART A | | | | \$ 249,071.76 |

B. EDMUND D. EDELMAN CHILDREN'S COURT SHUTTLE

| Item | Description | Hourly Rate | Estimated Annual Hours | Annual Price (Hourly Rate X Estimated Annual Hours) |
|----------------------------------|--|-------------|------------------------|---|
| 1. | Rate for County-Owned Service Vehicle | \$ 63.97 | 3,465 | \$ 221,656.05 |
| 2. | Rate for Contractor-Provided Service Vehicle | \$ 67.83 | 385 | \$ 26,114.55 |
| ESTIMATED TOTAL ANNUAL HOURS | | | 3,850 | |
| PROPOSED ANNUAL PRICE FOR PART B | | | | \$ 247,770.60 |

**TOTAL PROPOSED ANNUAL PRICE
(Proposed Annual Price for Part A + B)**

\$ 496,842.36

Is estimated that Contractor-provided vehicles may be needed in place of County-provided vehicles for 10% of the total annual hours

SCHEDULE OF PRICES

FOR

**EDMUND D. EDELMAN CHILDREN'S COURT SHUTTLE AND WELLNESS CENTER
SHUTTLE SERVICES**

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, overtime, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. 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.

A. WELLNESS CENTER SHUTTLE

| Item | Description | Hourly Rate | Estimated Annual Hours | Annual Price (Hourly Rate X Estimated Annual Hours) |
|----------------------------------|--|-------------|------------------------|---|
| 1. | Rate for Contractor-Provided Service Vehicle | \$ 68.68 | 3,672 | \$ 252,192.96 |
| ESTIMATED TOTAL ANNUAL HOURS | | | 3,672 | |
| PROPOSED ANNUAL PRICE FOR PART A | | | | \$ 252,192.96 |

B. EDMUND D. EDELMAN CHILDREN'S COURT SHUTTLE

| Item | Description | Hourly Rate | Estimated Annual Hours | Annual Price (Hourly Rate X Estimated Annual Hours) |
|----------------------------------|--|-------------|------------------------|---|
| 1. | Rate for County-Owned Service Vehicle | \$ 64.82 | 3,465 | \$ 224,601.30 |
| 2. | Rate for Contractor-Provided Service Vehicle | \$ 68.68 | 385 | \$ 26,441.80 |
| ESTIMATED TOTAL ANNUAL HOURS | | | 3,850 | |
| PROPOSED ANNUAL PRICE FOR PART B | | | | \$ 251,043.10 |

TOTAL PROPOSED ANNUAL PRICE
(Proposed Annual Price for Part A + B)

\$ 503,236.06

It is estimated that Contractor-provided vehicles may be needed in place of County-provided vehicles for 10% of the total annual hours

**SCHEDULE OF PRICES
FOR
EDMUND D. EDELMAN CHILDREN'S COURT SHUTTLE AND WELLNESS CENTER
SHUTTLE SERVICES**

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, overtime, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. 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.

A. WELLNESS CENTER SHUTTLE

| Item | Description | Hourly Rate | Estimated Annual Hours | Annual Price (Hourly Rate X Estimated Annual Hours) |
|----------------------------------|--|-------------|------------------------|---|
| 1. | Rate for Contractor-Provided Service Vehicle | \$ 69.53 | 3,672 | \$ 255,314.16 |
| ESTIMATED TOTAL ANNUAL HOURS | | | 3,672 | |
| PROPOSED ANNUAL PRICE FOR PART A | | | | \$ 255,314.16 |

B. EDMUND D. EDELMAN CHILDREN'S COURT SHUTTLE

| Item | Description | Hourly Rate | Estimated Annual Hours | Annual Price (Hourly Rate X Estimated Annual Hours) |
|----------------------------------|--|-------------|------------------------|---|
| 1. | Rate for County-Owned Service Vehicle | \$ 65.67 | 3,465 | \$ 227,546.55 |
| 2. | Rate for Contractor-Provided Service Vehicle | \$ 69.53 | 385 | \$ 26,769.05 |
| ESTIMATED TOTAL ANNUAL HOURS | | | 3,850 | |
| PROPOSED ANNUAL PRICE FOR PART B | | | | \$ 254,315.60 |

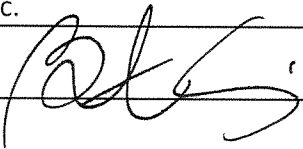
| | | | | |
|--|--|--|--|---------------|
| TOTAL PROPOSED ANNUAL PRICE (Proposed Annual Price for Part A + B) | | | | \$ 509,629.76 |
|--|--|--|--|---------------|

Is estimated that Contractor-provided vehicles may be needed in place of County-provided vehicles for 10% of the total annual hours

**SCHEDULE OF PRICES
FOR
EDMUND D. EDELMAN CHILDREN'S COURT SHUTTLE AND WELLNESS CENTER
SHUTTLE SERVICES**

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). Th Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, overtime, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. 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.

| | TERMS | ANNUAL PRICE FOR EACH TERM |
|--|---|----------------------------|
| 1 | EDMUND D. EDELMAN CHILDREN'S COURT SHUTTLE AND WELLNESS CENTER SHUTTLE SERVICES - INITIAL TERM | \$ 490,448.66 |
| 2 | EDMUND D. EDELMAN CHILDREN'S COURT SHUTTLE AND WELLNESS CENTER SHUTTLE SERVICES - OPTION YEAR 1 | \$ 496,842.36 |
| 3 | EDMUND D. EDELMAN CHILDREN'S COURT SHUTTLE AND WELLNESS CENTER SHUTTLE SERVICES - OPTION YEAR 2 | \$ 503,236.06 |
| 4 | EDMUND D. EDELMAN CHILDREN'S COURT SHUTTLE AND WELLNESS CENTER SHUTTLE SERVICES - OPTION YEAR 3 | \$ 509,629.76 |
| TOTAL PRICE FOR YEARS 1 THROUGH 4 | | \$ 2,000,156.84 |
| AVERAGE TOTAL PRICE FOR YEARS 1 THROUGH 4 (TOTAL PRICE FOR YEARS 1 THROUGH 4 / 4 YEARS) | | \$ 500,039.21 |

| | | |
|---|--|--|
| LEGAL NAME OF BIDDER Empire Transportation, Inc. | | |
| SIGNATURE OF PERSON AUTHORIZED TO SUBMIT BID  | | |
| TITLE OF AUTHORIZED PERSON President & COO | | |
| DATE 10/8/2018 | STATE CONTRACTOR'S LICENSE NUMBER PUC:TCP-21507;CHP:CA-326916 | LICENSE TYPE PUC :Transit CHP:Motor Carrier |
| BIDDER'S ADDRESS 8800 Park Street; Bellflower, CA 90706 | | |
| E-MAIL baguirre@emptransportation.com | | |
| PHONE 562.529.2676 Ext. 114 | MOBILE 310.562.2241 | FACSIMILE 562.529.2220 |

LIST OF SUBCONTRACTORS

Proposer is required to complete the following. Any Subcontractors listed must be properly licensed under the laws of the State of California for the type of service that they are to perform, AND THEIR LICENSE NUMBERS MUST BE LISTED HEREIN. Failure to do so may result in delay of the award of contract. Do not list alternate subcontractors for the same service.

Proposer in providing the requested services will not utilize Subcontractors. Proposer will perform all required services.


| Name Under Which Subcontractor Is Licensed | License Number | Address | Specific Description of Subcontract Service |
|--|----------------|---------|---|
| NONE TO BE USED | | | |
| | | | |
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FORM PW-8.1

(SUPPLEMENTAL)
 Certification as Minority, Women, Disadvantaged, and Disabled Veteran Business Enterprises: If any of your subcontractor is currently certified as Minority, Women, Disadvantaged, and Disabled Veteran Business Enterprises by a public agency, complete the following and attach a copy of the proof of certification. All Subcontractors listed in the bid/proposal shall be listed below. (make copy of this form, if necessary)

| | Subcontractor Name | Local SBE | SBE | Minority | Women-Owned | Disadvantaged Business | Disabled Veteran |
|----|--------------------|-----------|-----|----------|-------------|------------------------|------------------|
| 1 | N/A | | | | | | |
| 2 | | | | | | | |
| 3 | | | | | | | |
| 4 | | | | | | | |
| 5 | | | | | | | |
| 6 | | | | | | | |
| 7 | | | | | | | |
| 8 | | | | | | | |
| 9 | | | | | | | |
| 10 | | | | | | | |

Declaration: I declare under penalty of perjury under the laws of the State of California that the above information is true and accurate.
 Print Name:

| | | |
|---|-----------------|---------|
| Authorized Signature | Title | Date |
|  | President & COO | 10/8/18 |

Empire Transportation, Inc.

NOT APPLICABLE

FORM PW-9.1
(SUPPLEMENTAL)

County of Los Angeles
Request for County's Preference Program Consideration and
CBE Firm/Organization Information Form

I. **INSTRUCTIONS:** Businesses requesting preference consideration must complete and return this form for proper consideration of the proposal. Businesses may request consideration for one or more preference programs. Check all certifications that apply.*

I MEET ALL OF THE REQUIREMENTS AND REQUEST THIS PROPOSAL BE CONSIDERED FOR THE PREFERENCE PROGRAM(S) SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER ISSUED BY THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED.

Request for Local Small Business Enterprise (LSBE) Program Preference

- Certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one (1) year; or
- Certified as a LSBE with other certifying agencies under DCBA's inclusion policy that has its principal place of business located in Los Angeles County and has revenues and employee sizes that meet the State's Department of General Services requirements; and
- Certified as a LSBE by the DCBA.

Request for Social Enterprise (SE) Program Preference

- A business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and
- Certified as a SE business by the DCBA.

Request for Disabled Veterans Business Enterprise (DVBE) Program Preference

- Certified by the State of California, or
- Certified by U.S. Department of Veterans Affairs as a DVBE; or
- Certified as a DVBE with other certifying agencies under DCBA's Inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned small business by the Veterans Administration; and
- Certified as a DVBE by the DCBA.

*BUSINESS UNDERSTANDS THAT ONLY ONE OF THE ABOVE PREFERENCES WILL APPLY. IN NO INSTANCE SHALL ANY OF THE ABOVE LISTED PREFERENCE PROGRAMS PRICE OR SCORING PREFERENCE BE COMBINED WITH ANY OTHER COUNTY PROGRAM TO EXCEED FIFTEEN PERCENT (15%) IN RESPONSE TO ANY COUNTY SOLICITATION.

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

DCBA certification is attached.

| | | | |
|----------------------|-----------------------|-------------------|-----------------|
| Name of Firm | EMPIRE TRANSPORTATION | County Webven No. | |
| Print Name: | BERTHA ANIRAC | Title: | PRESIDENT - COO |
| Signature: | <i>[Signature]</i> | Date: | 11/19/11 |
| Reviewer's Signature | Approved | Disapproved | Date |
| | | | |

NOT APPLICABLE

NOT APPLICABLE

NOT APPLICABLE

**FORM PW-9.1
(SUPPLEMENTAL)**

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

| | |
|--|-----------------------------|
| FIRM NAME: | Empire Transportation, Inc. |
| My County (WebVen) Vendor Number: | 13735101 |

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation, or disability.

| Business Structure: | | | | | | |
|--|--|---|------------------------------------|------------------------------------|-------|--------|
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Partnership | <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Nonprofit | <input type="checkbox"/> Franchise | | |
| <input type="checkbox"/> Other (Please Specify): | | | | | | |
| Total Number of Employees (including owners): 483 | | | | | | |
| Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories: | | | | | | |
| Race/Ethnic Composition | Owners/Partners/ Associate Partners | | Managers | | Staff | |
| | Male | Female | Male | Female | Male | Female |
| Black/African American | | | | | 37 | 65 |
| Hispanic/Latino | 1 | 1 | 12 | 8 | 181 | 86 |
| Asian or Pacific Islander | | | | | 8 | 4 |
| American Indian | | | | | 2 | 0 |
| Filipino | | | | | 6 | 1 |
| White | | | | | 50 | 21 |

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


| | Black/African American | Hispanic/ Latino | Asian or Pacific Islander | American Indian | Filipino | White |
|-------|------------------------|------------------|---------------------------|-----------------|----------|-------|
| Men | % | 70 % | % | % | % | % |
| Women | % | 30 % | % | % | % | % |

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

| Agency Name | Minority | Women | Disadvantaged | Disabled Veteran | Expiration Date |
|---------------------|----------|-------|---------------|------------------|-----------------|
| City of Los Angeles | MBE | | | | None |
| SCMSDC | MBE | | | | 11/20/2019 |

V. Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

| | | |
|---|----------------------------------|-------------------------|
| Authorized Signature:  | Title: President & COO | Date: 10/8/18 |
|---|----------------------------------|-------------------------|

GAIN and GROW EMPLOYMENT COMMITMENT

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: GAINGROW@dpss.lacounty.gov and BSERVICES@wdacs.lacounty.gov.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposers shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

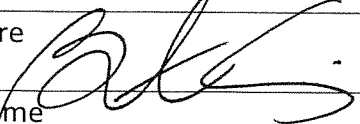
YES (subject to verification by County) NO

B. Proposer is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW Participants.

YES NO

C. Proposer is willing to provide GAIN/GROW participants access to its employee-mentoring program if available.

YES NO

| | |
|---|--------------------------|
| Signature  | Title President & COO |
| Firm Name Empire Transportation, Inc. | Date 10/08/18 |

ZERO TOLERANCE HUMAN TRAFFICKING POLICY CERTIFICATION


| | | |
|--|--|--------------------|
| Company Name: Empire Transportation, Inc. | | |
| Company Address: 8800 Park Street | | |
| City: Bellflower | State: CA | Zip Code: 90706 |
| Telephone Number: 562.529.2676 | Email Address: baguirre@emptransportation.com | |
| Solicitation/Contract for <u>Edmund D. Edelman Children's Court and Wellness Center Shuttle</u> Services | | |

PROPOSER CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Proposer acknowledges and certifies compliance with Exhibit B, Section 1.00, Compliance with County's Zero Tolerance Human Trafficking Policy, of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's Zero Tolerance Human Trafficking Policy may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

| | |
|---|--------------------------|
| Print Name: Bertha Aguirre | Title President & COO |
| Signature:  | Date: 02/05/19 |

**EDMUND D. EDELMAN CHILDREN'S COURT SHUTTLE AND
WELLNESS CENTER SHUTTLE SERVICES (2018-PA037)
BIDDER'S COMPLIANCE WITH THE MINIMUM REQUIRMENTS OF THE IFB**

BIDDER MUST CHECK A BOX IN EVERY SECTION

Important Note: The information on this form is subject to verification.

At the time of bid submission, Bidder must meet the following minimum requirements:

1. Bidder must be included in the Qualified Contractor List resulting from the RFSQ for Fixed Route and Dial-A-Ride Transit Services (2016-SQPA001).

Yes. Bidder does meet the minimum mandatory requirement stated above.

No. Bidder **does not** meet the minimum mandatory requirements stated above. By checking this box, your Bid submission will be immediately disqualified as nonresponsive.

2. Bidder must have the following minimum number of years of experience using the listed vehicles to provide the same or similar type of fixed route services for governmental or social service agency(ies):
 - 3 years of experience with compressed natural gas-powered, 25 feet or longer cutaway buses and/or transit buses and/or
 - 3 years of experience with propane-powered, 25 feet or longer cutaway buses and/or transit buses.

Subcontracting is not allowed to meet this requirement.

Yes, Bidder does meet the experience requirements stated above.

Minimum 3 years of experience with compressed natural gas-powered, 25 feet or longer cutaway buses and/or transit buses.

| | |
|---|--------------------------------|
| Name of Service | Riverside Transit Agency (RTA) |
| Dates of Experience (Mt/Yrs to Mth/Yrs) | July 1, 2011 to Date |
| Make of Vehicle | Aeroelite |
| Model of Vehicle | Ford E-450 |
| Size/Length of Vehicle | 28 feet |
| Fuel Type | CNG |

Provide a detailed narrative to support above minimum mandatory requirement by providing detailed information to support the number of years and description of service.

The bid may be disqualified, if incomplete or unresponsive statements are made.

Empire Transportation operates a mixed fleet for the fixed route services for RTA. The fleet is made up of 86 Type III and Type VII vehicles fueled by CNG and unleaded. We meet and exceed the 3 year requirement since we have operated this service since July, 2011.

(Please attach additional pages if needed.)

AND/OR

Minimum 3 years of experience with propane-powered, 25 feet or longer cutaway buses and/or transit buses.

| | |
|--|----------------------|
| Name of Service | City of Bellflower |
| Dates of Experience (Mt/Yrs to Mth/Yrs) | July 1, 2009 to Date |
| Make of Vehicle | Chevrolet |
| Model of Vehicle | C5500 |
| Size/Length of Vehicle | 30 feet |
| Fuel Type | Propane |

Provide a detailed narrative to support above minimum mandatory requirement by providing detailed information to support the number of years and description of service.

The bid may be disqualified, if incomplete or unresponsive statements are made.

Empire provides fixed-route services for the City of Bellflower. The equipment provided are two propane fueled Chevy 5500 vehicles. The vehicles are fueled in our Bellflower facility.

(Please attach additional pages if needed.)

No. Bidder **does not** meet the minimum mandatory requirements stated above. By checking this box, your Bid submission will be immediately disqualified as nonresponsive.

3. Bidder's Project Manager must have the following minimum number of years of experience managing the same or similar type of fixed route services for governmental or social service agency(ies) using the listed vehicles:

- 3 years of experience with compressed natural gas-powered, 25 feet or longer cutaway buses and/or transit buses and/or
- 3 years of experience with propane-powered, 25 feet or longer cutaway buses and/or transit buses.

Subcontracting is not allowed to meet this requirement.

Yes. Bidder's Project Manager does meet the experience requirement stated above.

Minimum 3 years of experience with compressed natural gas-powered, 25 feet or longer cutaway buses and/or transit buses.

| | |
|--|---------------|
| Name of Employee | Ana Asheghian |
| Dates of Experience (Mt/Yrs to Mth/Yrs) | 2005 - 2013 |
| Make of Vehicle | Mixed fleet |
| Model of Vehicle | |
| Size/Length of Vehicle | 25' - 40' |
| Fuel Type | CNG |

Provide a detailed narrative to support above minimum mandatory requirement by providing detailed information to support the number of years and description of service.

The bid may be disqualified, if incomplete or unresponsive statements are made.

During her tenure with Southland Transit, Ms. Asheghian supervised multiple contracts that operated CNG fueled vehicles.

(Please attach additional pages if needed.)

AND/OR

Minimum 3 years of experience with propane-powered, 25 feet or longer cutaway buses and/or transit buses.

| | |
|--|---------------|
| Name of Employee | Ana Asheghian |
| Dates of Experience (Mt/Yrs to Mth/Yrs) | 2013 to date |
| Make of Vehicle | Chevrolet |
| Model of Vehicle | C5500 |
| Size/Length of Vehicle | 30 feet |
| Fuel Type | Propane |

Provide a detailed narrative to support above minimum mandatory requirement by providing detailed information to support the number of years and description of service.

The bid may be disqualified, if incomplete or unresponsive statements are made.

Ms. Asheghian currently manages the fixed-route contract for the City of Bellflower. The contract requires two propane fueled 30' vehicles.

(Please attach additional pages if needed.)

**FORM PW-18.1
(SUPPLEMENTAL)**

No. Bidder **does not** meet the minimum mandatory requirements stated above. By checking this box, your Bid submission will be immediately disqualified as nonresponsive.

4. Bidder's or its Subcontractor's Maintenance Manager must have the following minimum number of years of experience maintaining similar fleets of transit vehicles:
- 3 years of experience with compressed natural gas-powered, 25 feet or longer cutaway buses and/or transit buses and/or
 - 3 years of experience with propane-powered, 25 feet or longer cutaway buses and/or transit buses.

Yes. Bidder's or its Subcontractor's Maintenance Manager does meet the experience requirement stated above.

Minimum 3 years of experience with compressed natural gas-powered, 25 feet or longer cutaway buses and/or transit buses.

| | |
|--|--|
| Name of Employee | Name: <u>Daniel Martinez</u> Bidder <u>X</u> /Subcontractor _____ (check one) |
| Dates of Experience (Mt/Yrs to Mth/Yrs) | 2012 to Date |
| Make of Vehicle | Ford, Chevrolet, Thomas, Elkhart |
| Model of Vehicle | Type II, Type III, Type VII, Trolleys |
| Size/Length of Vehicle | 25' – 40' |
| Fuel Type | CNG |

Provide a detailed narrative to support above minimum mandatory requirement by providing detailed information to support the number of years and description of service.

The bid may be disqualified, if incomplete or unresponsive statements are made.

Mr. Martinez has been and is responsible for a mixed vehicle fleet. He has extensive experience with CNG powered vehicles since his tenure with Southland Transit. He holds an Associate Degree in Automotive Diesel and Industrial Technology from Universal Technical Institute. He also holds ASE certifications in Transit Engines, Transit Brakes, Transit Suspension and Steering.

(Please attach additional pages if needed.)

AND/OR

Minimum 3 years of experience with propane-powered, 25 feet or longer cutaway buses and/or transit buses.

| | |
|--|--|
| Name of Employee | Name: <u>Daniel Martinez</u> Bidder <u>X</u> /Subcontractor _____ (check one) |
| Dates of Experience (Mt/Yrs to Mth/Yrs) | <u>2012 to Date</u> |
| Make of Vehicle | <u>Ford, Chevrolet, Thomas, Elkhart</u> |
| Model of Vehicle | <u>Type II, Type III, Type VII, Trolleys</u> |
| Size/Length of Vehicle | <u>25' – 40'</u> |
| Fuel Type | <u>Propane</u> |

Provide a detailed narrative to support above minimum mandatory requirement by providing detailed information to support the number of years and description of service.

The bid may be disqualified, if incomplete or unresponsive statements are made.

Mr. Martinez has been and is responsible for a mixed vehicle fleet. He has extensive experience with Propane powered vehicles since his tenure with Southland Transit. He holds an Associate Degree in Automotive Diesel and Industrial Technology from Universal Technical Institute. He also holds ASE certifications in Transit Engines, Transit Brakes, Transit Suspension and Steering.

(Please attach additional pages if needed.)

- No. Bidder **does not** meet the minimum mandatory requirements stated above. By checking this box, your Bid submission will be immediately disqualified as nonresponsive.

5. Bidder must provide copies of all “Satisfactory” California Highway Patrol Safety Compliance Inspections (or passed all reinspections) of the Bidder’s maintenance facilities or terminals to be used for the proposed contract for the prior three 13-month inspections (California Vehicle Code 34501©). If the Bidder has not performed services in California, the Bidder must provide copies of similar vehicle, maintenance facilities or terminals inspection for the prior three years by a governmental agency.

Subcontracting is not allowed to meet this requirement.

- Yes. Bidder does meet the minimum mandatory requirement stated above and has received a **“Satisfactory”** rating on the CHP’s Safety Compliance Inspections (or passed all reinspections) of the Bidder’s maintenance facilities or terminals to be used for the proposed contract for the prior three 13-month inspections.
- Bidder has received **“Unsatisfactory”** rating on the CHP’s Safety Compliance Inspections of the Bidder’s maintenance facilities or terminals to be used for the proposed contract for the prior three 13-month inspections, however, has remedied the problem by means of receiving a **“Conditional”** or **“Satisfactory”** rating within the CHP’s 120-day reinspection period and/or received a **“Conditional”** rating and upgraded to a **“Satisfactory”** rating within the CHP’s 180-

day reinspection period as evidenced by the CHP Safety Compliance Inspection reports attached to the proposal.

- Bidder has not performed services in California; the Bidder has provided copies of a similar vehicle, maintenance facilities or terminal inspection for the prior three years by a governmental agency.
- No. Bidder does not meet the minimum mandatory requirements stated above. Proposer has received "Unsatisfactory" rating and did not upgrade the rating to a "Conditional" or "Satisfactory" rating within the CHP's 120-day reinspection period and/or received a "Conditional" rating and upgraded to a "Satisfactory" rating within the CHP's 180-day reinspection period, whether on the initial inspection or the CHP reinspection, the Bidder will have failed this criteria. By checking this box, your Bid submission will be immediately disqualified as nonresponsive.

6. Bidder's vehicle(s) must meet or exceed the service vehicle requirements as set forth in Exhibit I.1, Contractor-Provided Service Vehicle Requirements. If the Bidder does not meet the service vehicle(s) requirement at the time of submission, but fully intends to comply if awarded the contract, the Bidder must provide an affirmative statement that upon the start of the contract, the service vehicle(s) will comply with Exhibit I.1, Contractor-Provided Service Vehicle Requirements.

- Yes. Bidder does meet the spare service vehicle(s) requirement stated above.
- Bidder does not meet the spare service vehicle(s) requirement stated above at the present but fully intends to comply if awarded the contract. The Bidder will comply with the spare service vehicle requirements set forth in the IFB. (This commitment is evident by Bidder's detailed plan which describes when and how the Bidder plans to meet the minimum required contractor spare vehicles requirements submitted in the Bid.)
- No. Bidder does not meet the spare service vehicle(s) requirement stated above and does not intend to comply. By checking this box, your Bid submission will be immediately disqualified as nonresponsive.

7. Bidder must submit copies of its employees' valid State of California Department of Motor Vehicles Class B (with minimum of a "P" endorsements) commercial driver's licenses, as well as any other required licenses or endorsements required by Federal, State, and local regulations. If the Bidder's employees do not meet the commercial driver's license requirement at the time of submission, but fully intends to comply if awarded the contract, the Bidder must provide an affirmative statement that upon the start of the contract, the Bidder will comply with this requirement.

Subcontracting is not allowed to meet this requirement.

- Yes. Bidder has submitted copies of its employees' valid State of California Department of Motor Vehicles (DMV) Class B (with a minimum of a "P" endorsement) commercial driver's licenses as well as any other required licenses or endorsements required by Federal, State, and local regulations. (In addition to responding on this form, please provide copies of the driver's licenses in your bid and provide the names of the staff assigned to this Contract and indicate type of certification they possess to support this minimum mandatory requirement).

| Employees with DMV Class B (with minimum of a "P" endorsement) | | |
|---|---------------------------|---------------------------------------|
| Employee Name | Class of Driver's License | "P" endorsement or Higher (Yes or No) |
| Alfonso Gonzalez | B | Yes |
| Lydia Gomez | B | Yes |
| Gerardo Andrade | B | Yes |
| Noemi Gutierrez | B | Yes |

- Bidder's employee does not meet the commercial driver's licenses requirement stated above at the present, but fully intends to comply if awarded the contract.
- No. Bidder did not submit copies of its employees' valid State of California Department of Motor Vehicles (DMV) Class B(with a minimum of a "P" endorsement) commercial driver's licenses as well as any other required licenses or endorsements required by Federal, State, and local regulations. By checking this box, your Bid submission will be immediately disqualified as nonresponsive.

8. Bidder or its Subcontractors must submit copies of all National Institute for Automotive Service Excellence (ASE) certification in H-4 ASE Transit Bus Brake Test for all Maintenance personnel identified; or Bidder must submit an affirmative statement that all of Bidder's or its Subcontractor's maintenance personnel assigned to this contract, within 12 months of the date of hire or the start of the contract, whichever occurs last, will obtain ASE certification in the H-4 ASE Transit Bus Brake Test.

- Yes. Bidder or its Subcontractor does meet the certification requirement stated above. In addition to responding to this form, please provide the names of all mechanic staff assigned to this Contract and indicate type of ASE certifications they possess, if any on the chart below. If the employee does not have ASE Certificate, please indicate N/A.

| Mechanics with ASE Certification | | |
|---|--|---|
| Employee Name | Type of Certification (List multiple, if applicable) | Directly Employed by the Contractor (Yes or No) |
| Daniel Martinez | Master Mechanic | Yes |
| | | |
| | | |

- No. Bidder or its Subcontractor does not currently employ personnel that meet the requirement; however, Bidder's or its Subcontractor's maintenance personnel assigned to this Contract, within 12 months of the date of hire or the start of the contract, whichever occurs last, will obtain ASE certification in the H-4 ASE Transit Bus Brake Test.

| Mechanics Assigned to this Contract | |
|-------------------------------------|--|
| Employee Name | Types of Certification (List multiple, if applicable) |
| Martin Torres | |
| Juan Rios | |
| | |

- No. Bidder or its Subcontractor's mechanic staff assigned to this Contract does not meet the certification requirement stated above and the request to affirmative statement will not be provided. By checking this box, your Bid submission will be immediately disqualified as nonresponsive.

9. Bidder or its Subcontractor shall submit a proof of Section 609 if the Clean Air Act: Motor Vehicle Air Conditioning certification form an EPA-approved program or the equivalent ASE Refrigeration Recovery and Recycling Program certification for at least one member of their maintenance personnel identified above.

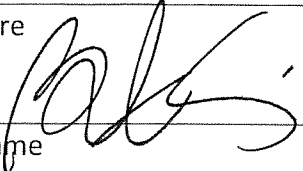
- Yes. Bidder or its Subcontractor does meet the certification requirement stated above. (In addition to responding on this form, please submit a copy of the certification of mechanic staff assigned to this Contract and indicate type of certification they possess, e.g. MACS or equivalent)

| Employee Name | Type of Certification (List multiple, if applicable) | Directly Employed by the Contractor (Yes or No) |
|-----------------|---|---|
| Daniel Martinez | Sec 609 | Yes |
| | | |

- No. Bidder or its Subcontractor does not meet the certification requirement stated above. By checking this box, your Bid submission will be immediately disqualified as nonresponsive.

**FORM PW-18.1
(SUPPLEMENTAL)**

Bidder declares under penalty of perjury that the information stated above is true and accurate. Bidder further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the bid may be rejected at the sole discretion of the County.

| | |
|--|--------------------------|
| Signature  | Title President & COO |
| Firm Name Empire Transportation, Inc. | Date 10/8/18 |

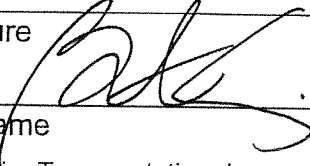
DISPLACED TRANSIT EMPLOYEE DECLARATION

In accordance with California Labor Code Sections 1070-1074, the County will give a preference to any proposer who declares on this form that they will retain the employees of the prior Contractor and/or Subcontractor. The undersigned declares:

that the Proposer will retain the employees of the prior Contractor and/or Subcontractor for a period of not less than 90 days pursuant to California Labor Code 1070-1074. If this box is checked, the 10 percent preference will be given.

OR

that the Proposer does NOT agree to retain the employees of the prior Contractor or Subcontractor for a period of 90 days pursuant to California Labor Code 1070-1074. If this box is checked, the 10 percent preference will NOT be given.

| | |
|---|--------------------------|
| Signature  | Title President & COO |
| Firm Name Empire Transportation, Inc. | Date 10/8/17 |

COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION

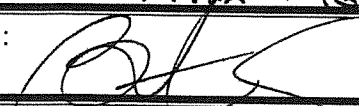
| | | |
|---|-----------------------------|---|
| Company Name: Empire Transportation, Inc. | | |
| Company Address: 8800 Park Street | | |
| City: Bellflower | State: California | Zip Code: 910706 |
| Telephone Number: 562.529.2676 | | Email Address: baguirre@emptransportation.com |
| Solicitation/Contract for <u>Edmund D Edelman Children's Court Shuttle and Wellness Center Shuttle Services</u> | | |

PROPOSER/CONTRACTOR CERTIFICATION

The Los Angeles County Board of Supervisors approved a Fair Chance Employment policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Proposer/Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952, as indicated in Section 8.56 (Compliance with Fair Chance Employment Practices) of the contract, and agrees that proposer/contractor and staff performing work under the Contract will be in compliance. Proposer/Contractor further acknowledges that noncompliance with the fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

| | |
|---|-------------------------------------|
| Print Name: BERTHA AGUIRRE | Title President & COO |
| Signature:  | Date 10/08/18 |

COUNTY OF LOS ANGELES
**ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE FOR LIVING WAGE ORDINANCE
AND CONTRACTOR NONRESPONSIBILITY DEBARMENT**

The undersigned individual is the owner or authorized agent (Agent) of the business entity or organization ("Firm") identified below and makes the following statements on behalf of his or her Firm.

The Agent is required to check each of the following two boxes:

LIVING WAGE ORDINANCE:

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

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

- The Agent has read the County's Determinations of Contractor Nonresponsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understands that the Firm is subject to its terms.

LABOR LAW/PAYROLL VIOLATIONS:

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

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

- The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of the proposal; **OR**
- The Firm **HAS** been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of this proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

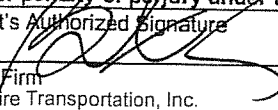
History of Determinations of Labor Law /Payroll Violations (Check One):

- There **HAS BEEN NO** determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**
- There **HAS BEEN** a determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation. I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

HISTORY OF DEBARMENT (Check one):

- The Firm **HAS NOT** been debarred by any public entity during the past ten (10) years; **OR**
- The Firm **HAS** been debarred by a public entity within the past ten (10) years. Provide the pertinent information (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding) on the attached Labor/Payroll/Debarment History form.

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

| | |
|---|---|
| Owner's/Agent's Authorized Signature  | Print Name and Title Bertha Aguirre, President & COO |
| Print Name of Firm Empire Transportation, Inc. | Date 10/8/17 |

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT:

EDMUND D. EDELMAN CHILDREN'S COURT SHUTTLE AND WELLNESS CENTER SHUTTLE SERVICE (2018-PA-037)
Estimated Dates (February 1, 2020 - January 31, 2021)

PROPOSER: Empire Transportation, Inc.

| POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY) | HOURS PER DAY | | | | | | | ANNUAL HOURS (52 x Hrs per wk) | HOURLY WAGE RATE ** | ANNUAL COST | |
|---|---------------|-----|-----|-----|-----|-----|-----|---|------------------------|--------------|------------|
| | SUN | MON | TUE | WED | THU | FRI | SAT | | | | |
| Operator 1 - Wellness | 0 | 10 | 10 | 10 | 10 | 0 | 0 | 2080 | 16.34 | \$ 33,987.20 | |
| Operator 2 - Edelman | 0 | 0 | 10 | 10 | 10 | 10 | 10 | 2080 | 16.34 | \$ 33,987.20 | |
| Operator 3 - Wellness/Edelman | 0 | 10 | 4 | 4 | 4.5 | 10 | 3 | 1846 | 16.34 | \$ 30,163.64 | |
| Operator 4 - Wellness/Edelman | 0 | 9.5 | 4.5 | 4.5 | 4 | 8.5 | 10 | 2132 | 16.34 | \$ 34,836.88 | |
| Road Supervisor | 0 | 2 | 2 | 2 | 2 | 2 | 0 | 520 | 17.00 | \$ 8,840.00 | |
| Dispatcher | 0 | 1 | 1 | 1 | 1 | 1 | 1 | 312 | 18.03 | \$ 5,625.36 | |
| Mechanic A | 8 | 0 | 0 | 0 | 0 | 0 | 8 | 832 | 26.25 | \$ 21,840.00 | |
| Mechanic C | 0 | 4 | 4 | 4 | 4 | 4 | 0 | 1040 | 23.00 | \$ 23,920.00 | |
| Comments/Notes: | | | | | | | | Total Annual Salaries | | \$ | 193,200.28 |
| **Important: HOURLY RATE LISTED ON LW-8S MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE | | | | | | | | (1) Vacations, Sick Leave, Holiday | | \$ | 12,058.63 |
| | | | | | | | | (2) Health Insurance *** | | \$ | - |
| | | | | | | | | (3) Payroll Taxes & Workers' Compensation | | \$ | 61,577.67 |
| | | | | | | | | (4) Welfare and Pension | | \$ | - |
| | | | | | | | | Total Annual Employee Benefits (1+2+3+4) | | \$ | 73,636.30 |
| | | | | | | | | (5) Equipment Costs | | \$ | 107,557.05 |
| | | | | | | | | (6) Service and Supply Costs | | \$ | 86,308.09 |
| | | | | | | | | (7) General and Administrative Costs | | \$ | 30,878.46 |
| | | | | | | | | (8) Profit | | \$ | 5,262.18 |
| | | | | | | | | Total Annual Other Costs (5+6+7+8) | | \$ | 230,005.78 |
| | | | | | | | | TOTAL ANNUAL PRICE | | \$ | 496,842.36 |

* 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

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 Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

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

Empire Transportation, Inc. 10/8/2018
Name of Proposer Signature Date

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: EDMUND D. EDELMAN CHILDREN'S COURT SHUTTLE AND WELLNESS CENTER SHUTTLE SERVICE (2018-PA-037)

PROPOSER: Empire Transportation, Inc.

Estimated Dates (February 1, 2021 - January 31, 2022)

| POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY) | HOURS PER DAY | | | | | | | ANNUAL HOURS (52 x Hrs per wk) | HOURLY WAGE RATE ** | ANNUAL COST |
|---|---------------|-----|-----|-----|-----|-----|-----|---|------------------------|--------------|
| | SUN | MON | TUE | WED | THU | FRI | SAT | | | |
| Operator 1 - Wellness | 0 | 10 | 10 | 10 | 10 | 0 | 0 | 2080 | 16.83 | \$ 35,006.40 |
| Operator 2 - Edelman | 0 | 0 | 10 | 10 | 10 | 10 | 0 | 2080 | 16.83 | \$ 35,006.40 |
| Operator 3 - Wellness/Edelman | 0 | 10 | 4 | 4 | 4.5 | 10 | 3 | 1846 | 16.83 | \$ 31,068.18 |
| Operator 4 - Wellness/Edelman | 0 | 9.5 | 4.5 | 4.5 | 4 | 8.5 | 10 | 2132 | 16.83 | \$ 35,881.56 |
| Road Supervisor | 0 | 4 | 4 | 4 | 4 | 4 | 0 | 1040 | 17.51 | \$ 18,210.40 |
| Dispatcher | 0 | 4 | 4 | 4 | 4 | 4 | 0 | 1040 | 18.50 | \$ 19,240.00 |
| Mechanic A | 8 | 0 | 0 | 0 | 0 | 0 | 8 | 832 | 26.25 | \$ 21,840.00 |
| Mechanic C | 0 | 4 | 4 | 4 | 4 | 4 | 0 | 1040 | 23.00 | \$ 23,920.00 |
| Comments/Notes: | | | | | | | | | | |
| **Important: HOURLY RATE LISTED ON LW-8S MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE | | | | | | | | | | |
| | | | | | | | | Total Annual Salaries | \$ | 220,172.94 |
| | | | | | | | | (1) Vacations, Sick Leave, Holiday | \$ | 12,978.56 |
| | | | | | | | | (2) Health Insurance *** | \$ | - |
| | | | | | | | | (3) Payroll Taxes & Workers' Compensation | \$ | 69,945.45 |
| | | | | | | | | (4) Welfare and Pension | \$ | - |
| | | | | | | | | Total Annual Employee Benefits (1+2+3+4) | \$ | 82,924.01 |
| | | | | | | | | (5) Equipment Costs | \$ | 94,989.05 |
| | | | | | | | | (6) Service and Supply Costs | \$ | 75,054.09 |
| | | | | | | | | (7) General and Administrative Costs | \$ | 27,342.31 |
| | | | | | | | | (8) Profit | \$ | 2,753.66 |
| | | | | | | | | Total Annual Other Costs (5+6+7+8) | \$ | 200,139.11 |
| | | | | | | | | TOTAL ANNUAL PRICE | \$ | 503,236.06 |

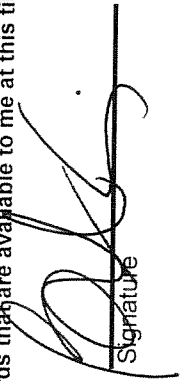
* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.

** 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

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 Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

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

Empire Transportation, Inc.
Name of Proposer


Signature

10/8/2018
Date

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT:

EDMUND D. EDELMAN CHILDREN'S COURT SHUTTLE AND WELLNESS CENTER SHUTTLE SERVICE (2018-PA-037)
Estimated Dates (February 1, 2022 - January 31, 2023)

PROPOSER: Empire Transportation, Inc.

| POSITION/TITLE * | HOURS PER DAY | | | | | | | HOURS PER WEEK | ANNUAL HOURS (52 x Hrs per/wk) | HOURLY WAGE RATE ** | ANNUAL COST | |
|---|---|-----|-----|-----|-----|-----|-----|----------------|---|---------------------|-------------|------------|
| | SUN | MON | TUE | WED | THU | FRI | SAT | | | | | |
| Operator 1 - Wellness | 0 | 10 | 10 | 10 | 10 | 0 | 0 | 40 | 2080 | 17.33 \$ | 36,046.40 | |
| Operator 2 - Edelman | 0 | 0 | 10 | 10 | 10 | 10 | 0 | 40 | 2080 | 17.33 \$ | 36,046.40 | |
| Operator 3 - Wellness/Edelman | 0 | 10 | 4 | 4 | 4.5 | 10 | 3 | 35.5 | 1846 | 17.33 \$ | 31,991.18 | |
| Operator 4 - Wellness/Edelman | 0 | 9.5 | 4.5 | 4.5 | 4 | 8.5 | 10 | 41 | 2132 | 17.33 \$ | 36,947.56 | |
| Road Supervisor | 0 | 4 | 4 | 4 | 4 | 4 | 0 | 20 | 1040 | 18.04 \$ | 18,761.60 | |
| Dispatcher | 0 | 4 | 4 | 4 | 4 | 4 | 0 | 20 | 1040 | 19.06 \$ | 19,822.40 | |
| Mechanic A | 8 | 0 | 0 | 0 | 0 | 0 | 8 | 16 | 832 | 26.50 \$ | 22,048.00 | |
| Mechanic C | 0 | 4 | 4 | 4 | 4 | 4 | 0 | 20 | 1040 | 23.50 \$ | 24,440.00 | |
| Comments/Notes: | | | | | | | | | | | | |
| **Important: HOURLY RATE LISTED ON LW-8S MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE | | | | | | | | | | | | |
| | | | | | | | | | Total Annual Salaries | | \$ | 226,103.54 |
| | (1) Vacations, Sick Leave, Holiday | | | | | | | | | | | |
| | (2) Health Insurance *** | | | | | | | | | | | |
| | (3) Payroll Taxes & Workers' Compensation | | | | | | | | | | | |
| | (4) Welfare and Pension | | | | | | | | | | | |
| | | | | | | | | | Total Annual Employee Benefits (1+2+3+4) | | \$ | 85,326.74 |
| | (5) Equipment Costs | | | | | | | | | | | |
| | (6) Service and Supply Costs | | | | | | | | | | | |
| | (7) General and Administrative Costs | | | | | | | | | | | |
| | (8) Profit | | | | | | | | | | | |
| | | | | | | | | | Total Annual Other Costs (5+6+7+8) | | \$ | 28,156.34 |
| | | | | | | | | | TOTAL ANNUAL PRICE | | \$ | 198,199.48 |
| | | | | | | | | | | | \$ | 509,629.76 |

* 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
 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 Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

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

Empire Transportation, Inc.
 Name of Proposer

 Signature
 10/24/2018
 Date

CHP TERMINAL INSPECTIONS

**SAFETY COMPLIANCE REPORT/
TERMINAL RECORD UPDATE**

CHP 343 (Rev 12-17) OPI 082

| | | | | | |
|---|--|---------------------|----------------------------|----------------------|----------------|
| NEW TERMINAL INFORMATION <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | CA NUMBER 326916 | FILE CODE NUMBER 245940 | COUNTY CODE 19 | BED |
| TERMINAL TYPE <input type="checkbox"/> Truck <input checked="" type="checkbox"/> Bus <input type="checkbox"/> Mod Limo | | CODE T | OTHER PROGRAM(S) B | LOCATION CODE 550 | SUBAREA S44 |

| | | |
|--|------------------------------|--|
| CARRIER LEGAL NAME Empire Transportation Inc. | TERMINAL NAME (IF DIFFERENT) | TELEPHONE NUMBER (W/AREA CODE) (562) 529-2676 |
|--|------------------------------|--|

TERMINAL STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE)
8800 Park St. Bellflower, CA 90706

MAILING ADDRESS (NUMBER, STREET, CITY, STATE, ZIP CODE) (IF DIFFERENT FROM ABOVE)
8800 Park St. Bellflower, CA 90706

INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY)
8800 Park St. Bellflower, CA 90706

LICENSE, FLEET AND TERMINAL INFORMATION

| | | | | | | | |
|---|----------------------|---------------------|--|---------------------------|--|--|---------------------------|
| HM LIC. NO. N/A | HWT. REG. NO. N/A | IMS LIC. NO. N/A | TRUCKS AND TYPES 1 - F | TRAILERS AND TYPES N/A | PASS VEH BY TYPE I 30 II 21 Mod Limo n/a | DRIVERS 65 | BIT FLEET SIZE Powered |
| EXP. DATE N/A | EXP. DATE N/A | EXP. DATE N/A | REG. CT N/A | HW VEH. N/A | HW CONT. N/A | PPB / CSAT <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | Towed |
| TERMINALS IDENTIFIED IN SECTION 34516(p) CVC <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | FILE CODE NUMBERS OF TERMINALS INCLUDED IN INSPECTION AS A RESULT OF SECTION 34515(b) CVC N/A | | | | |

EMERGENCY CONTACTS (In Calling Order of Preference)

| | | |
|--|---|-----------------------------------|
| EMERGENCY CONTACT (NAME) Bertha Aguirre | DAY TELEPHONE NO. (W/AREA CODE) (562) 529-2676 | NIGHT TELEPHONE NO. (W/AREA CODE) |
| EMERGENCY CONTACT (NAME) Jose Guzman | DAY TELEPHONE NO. (W/AREA CODE) (562) 529-2676 | NIGHT TELEPHONE NO. (W/AREA CODE) |

ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL LAST YEAR [2017]

| | | | | | | | | |
|--------------------------|--------------------------|--------------------------|-------------------------------------|--------------------------|--------------------------|--------------------------|---------------------------|--------------------------|
| A UNDER 15,000 | B 15,001 -- 50,000 | C 50,001 -- 100,000 | D 100,001 -- 500,000 | E 500,001 -- 1,000,000 | F 1,000,001 -- 2,000,000 | G 2,000,001 -- 5,000,000 | H 5,000,001 -- 10,000,000 | I MORE THAN 10,000,000 |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

OPERATING AUTHORITIES OR PERMITS

| | | | | | |
|---|---|---|-------|---|---|
| PUC | <input type="checkbox"/> T <input type="checkbox"/> N/A | <input checked="" type="checkbox"/> TCP | 21507 | MOTOR CARRIER OF PROPERTY PERMIT ACTIVE <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A | IMS FITNESS EVALUATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| USDOT | USDOT NUMBER 2731988 | <input type="checkbox"/> PSC | N/A | <input type="checkbox"/> MC | N/A |
| REASON FOR INSPECTION Annual Tour Bus Terminal | | | | | |

INSPECTION FINDINGS

| | | | | | | | | | |
|---------------------|------|---|-----------------|--------------------------------------|-------------------------|--|--|--|--|
| REQUIREMENTS | VIOL | INSPECTION RATINGS: S = Satisfactory U = Unsatisfactory C = Conditional UR = Unrated N/A = Not Applicable | | | | | | | |
| HAZARDOUS MATERIALS | 0 | 1 S 2 S 3 S 4 S | 1 S 2 S 3 S 4 S | 1 S 2 S 3 S 4 S | 1 N/A 2 N/A 3 N/A 4 N/A | 1 S 2 S 3 S 4 S | | | |
| DRIVER RECORDS | 0 | No. 14 Time 3.0 | No. 17 Time 3.5 | No. 14 Time 8.5 | TIME N/A | TOTAL TIME 15.0 | | | |
| HAZARDOUS MATERIALS | 0 | <input checked="" type="checkbox"/> No H/M Transported <input type="checkbox"/> No H/M violations noted | | CONTAINERS/TANKS No. n/a Time n/a | | VEHICLES PLACED OUT-OF-SERVICE Vehicles 2 Units | | | |

| | | |
|------------------------|-----|---|
| BRAKES | 0 | REMARKS 13 CCR 1233(a)(1) Carriers Terminal Inspection is rated "SATISFACTORY" at this time See attached CHP 343, Terminal Inspection Report Parts A, B & C, CHP 407F/343A Vehicle Inspection Report. |
| LAMPS & SIGNALS | 2 | |
| CONNECTING DEVICES | N/A | |
| STEERING & SUSPENSION | 0 | |
| TIRES & WHEELS | 0 | |
| EQUIPMENT REQUIREMENTS | 9 | |
| CONTAINERS & TANKS | N/A | |
| HAZARDOUS MATERIALS | N/A | |

| | | | | | | |
|--|---|-------------------------------------|------------------------|-------------------------------------|-----------------|------------------|
| INSPECTION TYPE <input type="checkbox"/> I <input type="checkbox"/> R <input checked="" type="checkbox"/> Non-BIT | CPSS <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | CHP 343 <input type="checkbox"/> | CHP 108D COL. 10,11 | INSPECTION DATE(S) 06/21,22/2018 | TIME IN 0600 | TIME OUT 1300 |
|--|---|-------------------------------------|------------------------|-------------------------------------|-----------------|------------------|


| | | |
|---|---------------------------------|---|
| INSPECTED BY (NAME(S)) K. Hardison / S. Middlebrooke | ID NUMBER(S) A16735 / A13337 | SUSPENSE DATE <input checked="" type="checkbox"/> Auto <input type="checkbox"/> None |
|---|---------------------------------|---|

MOTOR CARRIER CERTIFICATION

I hereby certify that all violations described hereon and recorded on the attached pages (2 through 22), will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the Motor Carrier Safety Unit Supervisor at (323) 644-9557 within 5 business days of the rating.

| | | |
|--|--------------------------------------|-------------------------------------|
| CURRENT TERMINAL RATING SATISFACTORY | CARRIER REPRESENTATIVE SIGNATURE | DATE 6/22/2018 |
| CARRIER REPRESENTATIVE'S PRINTED NAME Jose Guzman | TITLE Operations Supervisor | DRIVER LICENSE NUMBER / STATE CA |

California Highway Patrol

| | | | | | | | | |
|---|----------------------------|--|---|--|---------------------|--------------------|--------------------|---|
|  | US DOT # 2731988 | Legal: EMPIRE TRANSPORTATION INC | | | | | | |
| | | Operating (DBA): | | | | | | |
| MC/MX #: 0000 | | State #: 326916 | | Federal Tax ID: | | | | |
| Review Type: Non-ratable Review - Special Study | | | | | | | | |
| Scope: Terminal | | Location of Review/Audit: Company facility in the U. S. | | | Territory: C | | | |
| Operation Types: Interstate IntraState | | | | | | | | |
| Carrier: N/A | | Non-HM | | Business: Corporation | | | | |
| Shipper: N/A | | N/A | | Gross Revenue: for year ending: | | | | |
| Cargo Tank: N/A | | | | | | | | |
| Company Physical Address: | | | | | | | | |
| 8800 PARK ST BELLFLOWER, CA 90706 | | | | | | | | |
| Contact Name: | | | | | | | | |
| Phone numbers: (1) 562- 529-2676 | | (2) | | Fax | | | | |
| E-Mail Address: | | | | | | | | |
| Company Mailing Address: | | | | | | | | |
| 8800 PARK ST BELLFLOWER, CA 90706 | | | | | | | | |
| Carrier Classification | | | | | | | | |
| Authorized for Hire | | | | | | | | |
| Cargo Classification | | | | | | | | |
| Passengers | | | | | | | | |
| Equipment | | | | | | | | |
| | Owned | Term Leased | Trip Leased | | Owned | Term Leased | Trip Leased | |
| Minibus, 16+ | 30 | 0 | 0 | ; | Van, 9-15 | 21 | 0 | 0 |
| Power units used in the U.S.: 51 | | | | | | | | |
| Percentage of time used in the U.S.: 100 | | | | | | | | |
| Does carrier transport placardable quantities of HM? | | | | No | | | | |
| Is an HM Permit required? | | | | N/A | | | | |
| Driver Information | | | | | | | | |
| | Inter | Intra | Average trip leased drivers/month: 0 | | | | | |
| < 100 Miles: | | 65 | Total Drivers: 65 | | | | | |
| >= 100 Miles: | | | CDL Drivers: 65 | | | | | |





EMPIRE TRANSPORTATION INC - Terminal
U.S. DOT #: 2731988

State #: 326916

Review Date:
06/22/2018

Part A

Questions regarding this report may be directed to the Commercial Vehicle Section
Motor Carrier Safety Unit at:

P.O. Box 94298-0001
Sacramento, CA 94298-0001
(916) 843-3400

This TERMINAL REVIEW deals only with safety compliance at this terminal.

Person(s) Interviewed

Name: Jose Guzman

Title: Operations Supervisor

Name:

Title:





EMPIRE TRANSPORTATION INC - Terminal
U.S. DOT #: 2731988

State #: 326916

Review Date:
06/22/2018

Part B Violations

Safety Fitness Rating Information:

Total Miles Operated 200,000
Recordable Accidents 0

OOS Vehicle (CR): 2
Number of Vehicle Inspected (CR): 14
OOS Vehicle (MCMIS): 0
Number of Vehicles Inspected (MCMIS): 0

Your proposed safety rating is :

This Review is not Rated.





EMPIRE TRANSPORTATION INC - Terminal
U.S. DOT #: 2731988

State #: 326916

Review Date:
06/22/2018

Part B Violations

Safety Fitness Rating Information:

Total Miles Operated 200,000
Recordable Accidents 0

OOS Vehicle (CR): 2
Number of Vehicle Inspected (CR): 14
OOS Vehicle (MCMIS): 0
Number of Vehicles Inspected (MCMIS): 0

Your proposed safety rating is :

This Review is not Rated.





EMPIRE TRANSPORTATION INC - Terminal
U.S. DOT #: 2731988

State #: 326916

Review Date:
06/22/2018

Part B Requirements and/or Recommendations

1. 13CCR 1233.5 Carrier is required to notify the Department, in writing, of any change of address or cessation of regulated activity at any of the carrier's terminal. Such notification shall be made within 15 days of the change and shall be forwarded to:
CALIFORNIA HIGHWAY PATROL
COMMERCIAL RECORDS UNIT
P.O. BOX 942898
SACRAMENTO, CA 94298-0001
2. Forms and publications are available at the CHP internet website at: <http://www.chp.ca.gov/publications/index.html>





EMPIRE TRANSPORTATION INC - Terminal
 U.S. DOT #: 2731988

State #: 326916

Review Date:
 06/22/2018

Part C

Reason for Review: Other Annual Tour bus
Planned Action: Compliance Monitoring

Parts Reviewed Certification:

325 382 383 387 390 391 392 393 395 396 397 398 399 171 172 173 177 178 180

Prior Reviews **Prior Prosecutions** **Reason not Rated: Special Study** **Study Code: CA**
 3/8/2018
 8/25/2017
 6/7/2017

Unsat/Unfit Information

Is the motor carrier of passengers subject to the safety fitness procedures contained in 49 CFR part 385 subpart A, AND does it transport passengers in a commercial motor vehicle? No

Does carrier transport placardable quantities of hazardous materials? Not Applicable
Unsat/Unfit rule:

Corporate Contact: Jose Guzman **Special Study Information:**
Corporate Contact Title: Operations Supervisor

Remarks:

Terminal Name: Empire Transportation CA# - 326916
 Terminal Address: 8800 Park St. Bellflower, CA 90706 FCN - 245940

Rating Information:
 In accordance with 13 CCR 1233, this terminal has been rated Satisfactory at this time.

On-highway inspections were used to fulfill 0 of 14 required vehicle inspections.

Out-of-Service Vehicles:
 13 CCR 1230(a) - The vehicles listed below have been placed Out-of-Service during this terminal inspection. These vehicles may be returned to highway service only after proper repair of the out-of-service condition(s). Both units have been repaired and placed back in service.

MAINTENANCE PROGRAM VIOLATIONS:
 None at this time.

DRIVER RECORDS VIOLATIONS:
 None at this time.

HOURS OF SERVICE VIOLATIONS:
 None at this time.

HAZARDOUS MATERIALS VIOLATIONS:
 N/A





EMPIRE TRANSPORTATION INC - Terminal
U.S. DOT #: 2731988

State #: 326916

Review Date:
06/22/2018

Part C

| | | | |
|---------------------------|------------|-----------|----------------------|
| Upload Authorized: | Yes | No | |
| Authorized by: | | | Date: |
| Uploaded: | Yes | No | Failure Code: |
| Verified by: | | | Date: |





California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CAA167350711
Inspection Date: 06/21/2018
Start: 6:30 AM PT End: 7:03 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA, 90706
USDOT: 2731988
MC/MX#:
State#: 326916

Phone#: (562)529-2676
Fax#: (562)529-2220

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
State:
State:

Location: BELLFLOWER
Highway:
County: LOS ANGELES

Milepost:
Origin:
Destination:
Shipper: N/A

Bill of Lading: N/A
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate, Equipment ID, VIN, GVWR, CVSA Existing, CVSA #. Row 1: 1, BU, CHEV, 2008, CA, 8V5558, 250, 1GBE5V1G98F406176, 19500

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Row 1: 1, 2, N/A, N/A, N/A, N/A, HYDR, HYDR

VIOLATIONS

Table with columns: Section, Type, Unit, OOS, Citation #, Verify Crash, Violations Discovered. Rows: 393.62A (F, 1, Y, U, N, No or Defective bus emergency exits...), 1269.1(E) CCR (S, 1, N, N, N, Wheelchair operating instructions not inside vehicle--392.2: Instructions are worn off and not legible)

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S44; Odometer: 247134; File Code Number: 245940; PUC: 21507; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Fuel Type: G; Passenger Capacity: 26; Veh #1 Type: 10; WC Passenger Capacity: 2 ; Bus Type: 1

Co-Inspector(s):

Middlebrooke (A13337)

I hereby declare each vehicle with a Y in the OOS column of the violation section of this report to be OUT-OF-SERVICE. No person shall operate such vehicle until all OUT-OF-SERVICE defects have been repaired and the vehicle has been restored to safe operating condition.

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redspatch. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.

Report Prepared By: K. Hardison
Badge #: A16735

Copy Received By:

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02731988 CA CAA167350711



California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CAA167350712
Inspection Date: 06/21/2018
Start: 7:15 AM PT End: 7:46 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA, 90706
USDOT: 2731988
MC/MX#: State#: 326916
Location: BELLFLOWER
Highway:
County: LOS ANGELES

Phone#: (562)529-2676
Fax#: (562)529-2220

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:
Milepost: Shipper: N/A
Origin: N/A Bill of Lading: N/A
Destination: N/A Cargo: N/A

VEHICLE IDENTIFICATION

| Unit | Type | Make | Year | State | Plate | Equipment ID | VIN | GVWR | CVSA Existing | CVSA # |
|------|------|------|------|-------|---------|--------------|-------------------|-------|---------------|--------|
| 1 | BU | FORD | 2007 | CA | 87931L1 | 308 | 1FDXE45S27DB32340 | 14050 | | |

BRAKE ADJUSTMENTS

| Axle # | 1 | 2 |
|---------|------|------|
| Right | N/A | N/A |
| Left | N/A | N/A |
| Chamber | HYDR | HYDR |

VIOLATIONS

| Section | Type | Unit | OOS | Citation # | VerifyCrash | Violations Discovered |
|-------------|------|------|-----|------------|-------------|--|
| 1232(A) CCR | S | 1 | N | | N | N General maintenance-396.3 (a)(1): Left grab handle stanchion bar center mount loose /001 |

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S44; Odometer: 298227; File Code Number: 245940; PUC: 21507; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Fuel Type: G; Passenger Capacity: 20; Veh #1 Type: 10; WC Passenger Capacity: 2 ; Bus Type: 1

Co-Inspector(s):

Middlebrooke (A13337)

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.

Report Prepared By: K. Hardison
Badge #: A16735

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California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CAA167350713
Inspection Date: 06/21/2018
Start: 7:55 AM PT End: 8:28 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA, 90706
USDOT: 2731988
MC/MX#: State#: 326916
Location: BELLFLOWER
Highway:
County: LOS ANGELES

Phone#: (562)529-2676
Fax#: (562)529-2220

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:

Milepost: Shipper: N/A
Origin: N/A Bill of Lading: N/A
Destination: N/A Cargo: N/A

VEHICLE IDENTIFICATION

| Unit | Type | Make | Year | State | Plate | Equipment ID | VIN | GVWR | CVSA Existing | CVSA # |
|------|------|------|------|-------|---------|--------------|-------------------|-------|---------------|--------|
| 1 | BU | FORD | 2008 | CA | 92797G2 | 312 | 1FD4E45S68DA86628 | 14500 | | |

BRAKE ADJUSTMENTS

Axle # 1 2
Right N/A N/A
Left N/A N/A
Chamber HYDR HYDR

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S44; Odometer: 339166; File Code Number: 245940; PUC: 21505; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Fuel Type: G; Passenger Capacity: 14; Veh #1 Type: 10; WC Passenger Capacity: 2 ; Bus Type: 2

Co-Inspector(s):

Middlebrooke (A13337)

Report Prepared By: Badge #:
K. Hardison A16735

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California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CAA167350714
Inspection Date: 06/21/2018
Start: 8:33 AM PT End: 9:05 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA, 90706
USDOT: 2731988
MC/MX#: State#: 326916
Location: BELLFLOWER
Highway:
County: LOS ANGELES

Phone#: (562)529-2676
Fax#: (562)529-2220

Driver: License#: State:
Date of Birth:
CoDriver: License#: State:
Date of Birth:
Milepost: Shipper: N/A
Origin: N/A Bill of Lading: N/A
Destination: N/A Cargo: N/A

VEHICLE IDENTIFICATION

| Unit | Type | Make | Year | State | Plate | Equipment ID | VIN | GVWR | CVSA Existing | CVSA # |
|------|------|------|------|-------|---------|--------------|-------------------|-------|---------------|--------|
| 1 | BU | FORD | 2011 | CA | 8W51625 | 305 | 1FD4E4FS7BDA36299 | 14500 | | |

BRAKE ADJUSTMENTS

| Axle # | 1 | 2 |
|---------|------|------|
| Right | N/A | N/A |
| Left | N/A | N/A |
| Chamber | HYDR | HYDR |

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S44; Odometer: 193609; File Code Number: 245940; PUC: 21507; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Fuel Type: G; Passenger Capacity: 20; Veh #1 Type: 10; WC Passenger Capacity: 2 ; Bus Type: 1

Co-Inspector(s):

Middlebrooke (A13337)

Report Prepared By: Badge #:
K. Hardison A16735

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02731988 CA CAA167350714



California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CAA167350715
Inspection Date: 06/21/2018
Start: 9:08 AM PT End: 9:40 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA, 90706
USDOT: 2731988
MC/MX#:
State#: 326916
Location: BELLFLOWER
Highway:
County: LOS ANGELES

Phone#: (562)529-2676
Fax#: (562)529-2220

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
State:
State:
Milepost:
Origin: N/A
Destination: N/A
Shipper: N/A
Bill of Lading: N/A
Cargo: N/A

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate, Equipment ID, VIN, GVWR, CVSA Existing, CVSA #. Row 1: 1, BU, FORD, 2011, CA, 8Z58596, 262, 1FDPE4FS9BDA46235, 14500

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Row 1: 1, 2, N/A, N/A, N/A, N/A, HYDR, HYDR

VIOLATIONS

Table with columns: Section, Type, Unit, QOS, Citation #, Verify Crash, Violations Discovered. Row 1: 1232(A) CCR, S, 1, N, N, N, General maintenance-396.3 (a)(1): entry step loose at securement /001

HazMat: No HM transported Placard: Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S44; Odometer: 158721; File Code Number: 245940; PUC: 21507; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Fuel Type: G; Passenger Capacity: 20; Veh #1 Type: 10; WC Passenger Capacity: 2 ; Bus Type: 1

Co-Inspector(s):

Middlebrooke (A13337)

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.

Report Prepared By: K. Hardison Badge #: A16735

Copy Received By:

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California Highway Patrol
 411 North Central Avenue, #410
 Glendale, CA 91203
 Phone: (323) 644-9557
 Internationally Accredited Agency CHP407F/343A

Report Number: CAA167350716
Inspection Date: 06/21/2018
Start: 9:46 AM PT **End:** 10:19 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
 8800 PARK ST
 BELLFLOWER, CA, 90706
USDOT: 2731988 **Phone#:** (562)529-2676
MC/IX#: **Fax#:** (562)529-2220
State#: 326916
Location: BELLFLOWER
Highway:
County: LOS ANGELES

Driver:
License#: **State:**
Date of Birth:
CoDriver:
License#: **State:**
Date of Birth:
Milepost: **Shipper:** N/A
Origin: N/A **Bill of Lading:** N/A
Destination: N/A **Cargo:** N/A

VEHICLE IDENTIFICATION

| Unit | Type | Make | Year | State | Plate | Equipment ID | VIN | GVWR | CVSA Existing | CVSA # |
|------|------|------|------|-------|---------|--------------|-------------------|-------|---------------|--------|
| 1 | BU | FORD | 2008 | CA | 92796G2 | 313 | 1FD4E45S18DB07076 | 14500 | | |

BRAKE ADJUSTMENTS

| Axle # | 1 | 2 |
|---------|------|------|
| Right | N/A | N/A |
| Left | N/A | N/A |
| Chamber | HYDR | HYDR |

VIOLATIONS

| Section | Type | Unit | OOS | Citation # | Verify | Crash | Violations Discovered |
|-------------|------|------|-----|------------|--------|-------|---|
| 1232(C) CCR | S | 1 | N | | N | N | Oil and/or grease leak --396.5(b): Coolant leak at/around radiator |
| 24252(A) VC | S | 1 | N | | N | N | Required lamp(s) inoperative--393.9(a): 1 of 2 entry step lamps inoperative |

HazMat: No HM transported **Placard:** **Cargo Tank:**

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S44; Odometer: 365070; File Code Number: 245940; PUC: 21507; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Fuel Type: G; Passenger Capacity: 14; Veh #1 Type: 10; WC Passenger Capacity: 2 ; Bus Type: 2

Co-Inspector(s):

Middlebrooke (A13337)

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.

Report Prepared By: **Badge #:**
 K. Hardison A16735

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02731988 CA CAA167350716



California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CAA167350717
Inspection Date: 06/21/2018
Start: 10:24 AM PT End: 10:58 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA, 90706
USDOT: 2731988
MC/MX#: 326916
State#: 326916
Location: BELLFLOWER
Highway:
County: LOS ANGELES

Phone#: (562)529-2676
Fax#: (562)529-2220

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
Milepost: Shipper: N/A
Origin: N/A
Destination: N/A
State:
State:
Bill of Lading: N/A
Cargo: N/A

VEHICLE IDENTIFICATION

| Unit | Type | Make | Year | State | Plate | Equipment ID | VIN | GWR | CVSA Existing | CVSA # |
|------|------|------|------|-------|---------|--------------|-------------------|-------|---------------|--------|
| 1 | BU | FORD | 2007 | CA | 64991X1 | 294 | 1FDXE45S27DB29941 | 14050 | | |

BRAKE ADJUSTMENTS

| Axle # | 1 | 2 |
|---------|------|------|
| Right | N/A | N/A |
| Left | N/A | N/A |
| Chamber | HYDR | HYDR |

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S44; Odometer: 353612; File Code Number: 245940; PUC: 21507; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Fuel Type: G; Passenger Capacity: 14; Veh #1 Type: 10; WC Passenger Capacity: 2 ; Bus Type: 2

Co-Inspector(s):

Middlebrooke (A13337)

Report Prepared By: K. Hardison
Badge #: A16735

Copy Received By:

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02731988 CA CAA167350717



California Highway Patrol
 411 North Central Avenue, #410
 Glendale, CA 91203
 Phone: (323) 644-9557
 Internationally Accredited Agency CHP407F/343A

Report Number: CAA167350718
 Inspection Date: 06/21/2018
 Start: 11:07 AM PT End: 11:39 AM PT
 Inspection Level: V - Terminal
 HM Inspection Type: None

EMPIRE TRANSPORTATION INC

8800 PARK ST
 BELLFLOWER, CA, 90706
 USDOT: 2731988

MC/MX#:

State#: 326916

Location: BELLFLOWER

Highway:

County: LOS ANGELES

Phone#: (562)529-2676

Fax#: (562)529-2220

Driver:

License#:

Date of Birth:

CoDriver:

License#:

Date of Birth:

State:

State:

Milepost: Shipper: N/A

Origin: N/A

Destination: N/A

Bill of Lading: N/A

Cargo: N/A

VEHICLE IDENTIFICATION

| Unit | Type | Make | Year | State | Plate | Equipment ID | VIN | GVWR | CVSA Existing | CVSA # |
|------|------|------|------|-------|-------|--------------|-------------------|-------|---------------|--------|
| 1 | BU | FORD | 2009 | CA | 898HN | 243 | 1FDFE45S49DA47353 | 14500 | | |

BRAKE ADJUSTMENTS

| Axle # | 1 | 2 |
|---------|------|------|
| Right | N/A | N/A |
| Left | N/A | N/A |
| Chamber | HYDR | HYDR |

VIOLATIONS

| Section | Type | Unit | OOS | Citation # | Verify | Crash | Violations | Discovered |
|----------|------|------|-----|------------|--------|-------|--|------------|
| 1248 CCR | S | 1 | N | | N | N | Improper battery installation--393.30: Battery hold down loose | |

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S44; Odometer: 142695; File Code Number: 245940; PUC: 21507; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Fuel Type: CNG; Passenger Capacity: 20; Veh #1 Type: 10; WC Passenger Capacity: 2 ; Bus Type: 1

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.

Report Prepared By: Badge #:
 K. Hardison A16735

Copy Received By:

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02731988 CA CAA167350718



California Highway Patrol
 411 North Central Avenue, #410
 Glendale, CA 91203
 Phone: (323) 644-9557
 Internationally Accredited Agency CHP407F/343A

Report Number: CAA167350719
 Inspection Date: 06/21/2018
 Start: 11:43 AM PT End: 12:21 PM PT
 Inspection Level: V - Terminal
 HM Inspection Type: None

EMPIRE TRANSPORTATION INC
 8800 PARK ST
 BELLFLOWER, CA, 90706
 USDOT: 2731988
 MC/MX#:
 State#: 326916

Phone#: (562)529-2676
 Fax#: (562)529-2220

Driver:
 License#:
 Date of Birth:
 CoDriver:
 License#:
 Date of Birth:
 State:
 State:

Location: BELLFLOWER
 Highway:
 County: LOS ANGELES

Milepost:
 Origin: N/A
 Destination: N/A
 Shipper: N/A

Bill of Lading: N/A
 Cargo: N/A

VEHICLE IDENTIFICATION

| Unit | Type | Make | Year | State | Plate | Equipment ID | VIN | GVWR | CVSA Existing | CVSA # |
|------|------|------|------|-------|---------|--------------|-------------------|------|---------------|--------|
| 1 | BU | FORD | 2006 | CA | 8W82663 | 237 | 1FB5S30L76DB32319 | 9100 | | |

BRAKE ADJUSTMENTS

| Axle # | 1 | 2 |
|---------|------|------|
| Right | N/A | N/A |
| Left | N/A | N/A |
| Chamber | HYDR | HYDR |

VIOLATIONS

| Section | Type | Unit | OOS | Citation # | Verify | Crash | Violations Discovered |
|----------|------|------|-----|------------|--------|-------|--|
| 1248 CCR | S | 1 | N | | N | N | Improper battery installation--393.30; Battery hold down loose |

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S44; Odometer: 149531; File Code Number: 245940; PUC: 21507; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Fuel Type: G; Passenger Capacity: 11; Veh #1 Type: 10; Bus Type: 2

Co-Inspector(s):

Middlebrooke (A13337)

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.

Report Prepared By: K. Hardison
 Badge #: A16735

Copy Received By:

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02731988 CA CAA167350719



California Highway Patrol
 411 North Central Avenue, #410
 Glendale, CA 91203
 Phone: (323) 644-9557
 Internationally Accredited Agency CHP407F/343A

Report Number: CAA167350720
 Inspection Date: 06/21/2018
 Start: 12:28 PM PT End: 1:01 PM PT
 Inspection Level: V - Terminal
 HM Inspection Type: None

EMPIRE TRANSPORTATION INC
 8800 PARK ST
 BELLFLOWER, CA, 90706
 USDOT: 2731988
 MC/MX#:
 State#: 326916

Phone#: (562)529-2676
 Fax#: (562)529-2220

Driver:
 License#:
 Date of Birth:
 CoDriver:
 License#:
 Date of Birth:
 State:
 State:

Location: BELLFLOWER
 Highway:
 County: LOS ANGELES

Milepost:
 Origin: N/A
 Destination: N/A
 Shipper: N/A

Bill of Lading: N/A
 Cargo: N/A

VEHICLE IDENTIFICATION

| Unit | Type | Make | Year | State | Plate | Equipment ID | VIN | GWR | CVSA Existing | CVSA # |
|------|------|------|------|-------|---------|--------------|-------------------|-------|---------------|--------|
| 1 | BU | FORD | 2008 | CA | 50100H2 | 317 | 1FD4E45S18DA88383 | 14500 | | |

BRAKE ADJUSTMENTS

| Axle # | 1 | 2 |
|---------|------|------|
| Right | N/A | N/A |
| Left | N/A | N/A |
| Chamber | HYDR | HYDR |

VIOLATIONS

| Section | Type | Unit | OOS | Citation # | Verify | Crash | Violations Discovered |
|-------------|------|------|-----|------------|--------|-------|--|
| 24252(A) VC | S | 1 | N | | N | N | Required lamp(s) Inoperative-393.9(a): 1 of 4 Rear dome lights Inoperative |

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S44; Odometer: 356975; File Code Number: 245940; PUC: 21507; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Fuel Type: G; Passenger Capacity: 14; Veh #1 Type: 10; WC Passenger Capacity: 2 ; Bus Type: 2

Co-Inspector(s):

Middlebrooke (A13337)

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.

Report Prepared By: K. Hardison
 Badge #: A16735

Copy Received By:

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02731988 CA CAA167350720



California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CAA167350721
Inspection Date: 06/21/2018
Start: 1:05 PM PT End: 1:36 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC

8800 PARK ST
BELLFLOWER, CA, 90706

USDOT: 2731988

MC/MX#:

State#: 326916

Location: BELLFLOWER

Highway:

County: LOS ANGELES

Phone#: (562)529-2676

Fax#: (562)529-2220

Driver:

License#:

Date of Birth:

CoDriver:

License#:

Date of Birth:

Milepost:

Origin: N/A

Destination: N/A

Shipper: N/A

Bill of Lading: N/A

Cargo: N/A

State:

State:

VEHICLE IDENTIFICATION

| Unit | Type | Make | Year | State | Plate | Equipment ID | VIN | GVWR | CVSA Existing | CVSA # |
|------|------|------|------|-------|---------|--------------|-------------------|-------|---------------|--------|
| 1 | BU | FORD | 2008 | CA | 50099H2 | 316 | 1FD4E45S28DA88375 | 14500 | | |

BRAKE ADJUSTMENTS

| Axle # | 1 | 2 |
|---------|------|------|
| Right | N/A | N/A |
| Left | N/A | N/A |
| Chamber | HYDR | HYDR |

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S44; Odometer: 370861; File Code Number: 245940; PUC: 21507; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Fuel Type: G; Passenger Capacity: 14; Veh #1 Type: 10; WC Passenger Capacity: 2 ; Bus Type: 2

Co-Inspector(s):

Middlebrooke (A13337)

Report Prepared By: K. Hardison
Badge #: A16735

Copy Received By:

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02731988 CA CAA167350721



California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CAA167350722
Inspection Date: 06/21/2018
Start: 1:45 PM PT End: 2:19 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA, 90706
USDOT: 2731988
MC/MX#:
State#: 326916
Location: BELLFLOWER
Highway:
County: LOS ANGELES

Phone#: (562)529-2676
Fax#: (562)529-2220

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
Milepost: Shipper: N/A
Origin: N/A Destination: N/A
Bill of Lading: N/A
Cargo: N/A

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate, Equipment ID, VIN, GVWR, CVSA Existing, CVSA #. Row 1: 1, BU, FORD, 2009, CA, 461JV, 245, 1FD4E45S99DA47381, 14500

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Values: Axle # 1, 2; Right N/A, N/A; Left N/A, N/A; Chamber HYDR, HYDR

VIOLATIONS

Table with columns: Section, Type, Unit, OOS, Citation #, VerifyCrash, Violations Discovered. Row 1: 1232(A) CCR, S, 1, N, N, N, General maintenance--396.3 (a)(1); Wheelchair lift micro switch is inoperative will not stop platform in the event of emergency

HazMat: No HM transported Placard: Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S44; Odometer: 104694; File Code Number: 245940; PUC: 21507; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Fuel Type: CNG; Passenger Capacity: 20; Veh #1 Type: 10; WC Passenger Capacity: 2 ; Bus Type: 1

Co-Inspector(s):

Middlebrooke (A13337)

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.

Report Prepared By: K. Hardison
Badge #: A16735

Copy Received By:

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California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CAA167350723
Inspection Date: 06/21/2018
Start: 2:28 PM PT End: 2:57 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC

8800 PARK ST
BELLFLOWER, CA, 90706

USDOT: 2731988

MC/MX#:

State#: 326916

Location: BELLFLOWER

Highway:

County: LOS ANGELES

Phone#: (562)529-2676

Fax#: (562)529-2220

Driver:

License#:

Date of Birth:

CoDriver:

License#:

Date of Birth:

Milepost:

Origin: N/A

Destination: N/A

Shipper: N/A

Bill of Lading: N/A

Cargo: N/A

State:

State:

VEHICLE IDENTIFICATION

| Unit | Type | Make | Year | State | Plate | Equipment ID | VIN | GVWR | CVSA Existing | CVSA # |
|------|------|------|------|-------|---------|--------------|-------------------|-------|---------------|--------|
| 1 | BU | FORD | 2008 | CA | 50101H2 | 314 | 1FD4E45S78DB07048 | 14500 | | |

BRAKE ADJUSTMENTS

| Axle # | 1 | 2 |
|---------|------|------|
| Right | N/A | N/A |
| Left | N/A | N/A |
| Chamber | HYDR | HYDR |

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S44; Odometer: 326944; File Code Number: 245940; PUC: 21507; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Fuel Type: G; Passenger Capacity: 14; Veh #1 Type: 10; WC Passenger Capacity: 2 ; Bus Type: 2

Co-Inspector(s):

Middlebrooke (A13337)

Report Prepared By: K. Hardison
Badge #: A16735

Copy Received By:

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02731988 CA CAA167350723



California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CAA167350724
Inspection Date: 06/21/2018
Start: 3:00 PM PT End: 3:25 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA, 90706
USDOT: 2731988
MC/MX#:
State#: 326916

Phone#: (562)529-2676
Fax#: (562)529-2220

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
State:
State:

Location: BELLFLOWER
Highway:
County: LOS ANGELES

Milepost:
Origin: N/A
Destination: N/A
Shipper: N/A

Bill of Lading: N/A
Cargo: N/A

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate, Equipment ID, VIN, GVWR, CVSA Existing, CVSA#. Row 1: 1, BU, FORD, 2006, CA, 8W82662, 238, 1FBSS31L76DB09896, 9100

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Row 1: 1, 2, N/A, N/A, N/A, N/A, HYDR, HYDR

VIOLATIONS

Table with columns: Section, Type, Unit, OOS, Citation #, Verify, Crash, Violations Discovered. Row 1: 393.62A, F, 1, Y, U, N, No or Defective bus emergency exits: R/S emergency exit Inoperative

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S44; Odometer: 241445; File Code Number: 245940; PUC: 21507; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Fuel Type: G; Passenger Capacity: 11; Veh #1 Type: 10; Bus Type: 2

Co-Inspector(s):

Middlebrooke (A13337)

I hereby declare each vehicle with a Y in the OOS column of the violation section of this report to be OUT-OF-SERVICE. No person shall operate such vehicle until all OUT-OF-SERVICE defects have been repaired and the vehicle has been restored to safe operating condition.

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.

Report Prepared By: K. Hardison
Badge #: A16735

Copy Received By:

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| | | | |
|---|--------------------------------|-----------------------|------------------|
| CARRIER NAME Empire Transportation Inc. | CA NUMBER 326916 | LOC. CODE 550 | SUBAREA S44 |
| STREET ADDRESS, CITY, STATE, ZIP CODE 8800 Park St. Bellflower, CA 90706 | PHONE NUMBER (562) 529-2676 | DATE 06/21,22/2018 | |
| CARRIER REPRESENTATIVE Jose Guzman | TITLE Operations Supervisor | TIME IN 1330 | TIME OUT 1530 |
| INSPECTION LOCATION (IF OTHER THAN THE CARRIER'S PRINCIPAL PLACE OF BUSINESS) | U.S. DOT NUMBER 2731988 | MC NUMBER N/A | |

On this date, the above named motor carrier was inspected by the California Highway Patrol. The inspection evaluated the carrier's compliance with the following requirements:

- CONTROLLED SUBSTANCE AND ALCOHOL TESTING PROGRAM [VC 34520 & 49 CFR 382]
 OTHER: _____

REMARKS

This Carrier has been rated SATISFACTORY at this time.

34520 VC – Carrier is enrolled with the following Controlled Substance and Alcohol Testing Program as set forth in Title 49 CFR, Part 382:

Gamino & Associates
 525 W. Bradley Ave
 El Cajon, CA 92020

Phone (619) 334-2145

See attached Carrier Review Parts A, B & C

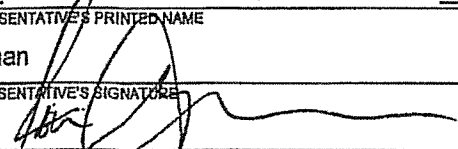
Carrier Operates under FTA & FMCSA regulations for their controlled substance & alcohol testing program

As a result of the inspection noted above, this carrier was assigned a compliance rating of Satisfactory. This rating applies only to carrier requirements - Terminals are rated separately.


| | | | | | |
|---|------------------------------------|---------------------------|--|--|---------------------------|
| RATING HISTORY 1 <u>S</u> 2 <u>S</u> 3 <u>S</u> 4 <u>S</u> | NUMBER OF RECORDS INSPECTED 363 | NUMBER OF VIOLATIONS 0 | CHP 345 ISSUED <input type="checkbox"/> | SUSPENSE DATE <input checked="" type="checkbox"/> Auto <input type="checkbox"/> None | CHP 100D COLUMN NO. 12 |
| INSPECTED BY (NAME) K. Hardison | ID NUMBER A16735 | | CARRIER TYPE <input type="checkbox"/> Truck <input checked="" type="checkbox"/> Bus | | |

MOTOR CARRIER CERTIFICATION

I hereby certify that all violations recorded hereon and on the attached pages 2 through 6 will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the Division/Motor Carrier Safety Unit Supervisor at (323) 644-9557 within 5 business days of the rating.

| | | |
|---|--|---------------------------------|
| CARRIER REPRESENTATIVE'S PRINTED NAME Jose Guzman | TITLE Operations Supervisor | DRIVER LICENSE NUMBER AND STATE |
| CARRIER REPRESENTATIVE'S SIGNATURE  | CURRENT CARRIER RATING Satisfactory | DATE 06/22/18 |

California Highway Patrol

| | | | | | | | |
|---|----------------------------|--|---|--|---------------------|--------------------|--------------------|
|  | US DOT # 2731988 | Legal: EMPIRE TRANSPORTATION INC | | | | | |
| | | Operating (DBA): | | | | | |
| MC/MX #: 0000 | | State #: 326916 | | Federal Tax ID: | | | |
| Review Type: Non-ratable Review - Special Study | | | | | | | |
| Scope: Terminal | | Location of Review/Audit: Company facility in the U. S. | | | Territory: C | | |
| Operation Types: Interstate Intrastate | | | | | | | |
| Carrier: N/A | | Non-HM | | Business: Corporation | | | |
| Shipper: N/A | | N/A | | Gross Revenue: for year ending: | | | |
| Cargo Tank: N/A | | | | | | | |
| Company Physical Address: | | | | | | | |
| 8800 PARK ST BELLFLOWER, CA 90706 | | | | | | | |
| Contact Name: | | | | | | | |
| Phone numbers: (1) 562- 529-2676 | | (2) | | Fax | | | |
| E-Mail Address: | | | | | | | |
| Company Mailing Address: | | | | | | | |
| 8800 PARK ST BELLFLOWER, CA 90706 | | | | | | | |
| Carrier Classification | | | | | | | |
| Authorized for Hire | | | | | | | |
| Cargo Classification | | | | | | | |
| Passengers | | | | | | | |
| Equipment | | | | | | | |
| | Owned | Term Leased | Trip Leased | | Owned | Term Leased | Trip Leased |
| Minibus, 16+ | 30 | 0 | 0 | Van, 9-15 | 21 | 0 | 0 |
| Power units used in the U.S.: 51 | | | | | | | |
| Percentage of time used in the U.S.: 100 | | | | | | | |
| Does carrier transport placardable quantities of HM? No | | | | | | | |
| Is an HM Permit required? N/A | | | | | | | |
| Driver Information | | | | | | | |
| | Inter | Intra | Average trip leased drivers/month: 0 | | | | |
| < 100 Miles: | | 65 | Total Drivers: 65 | | | | |
| >= 100 Miles: | | | CDL Drivers: 65 | | | | |





EMPIRE TRANSPORTATION INC - Terminal
U.S. DOT #: 2731988

State #: 326916

Review Date:
06/22/2018

Part A

Questions regarding this report may be directed to the Commercial Vehicle Section
Motor Carrier Safety Unit at:

P.O. Box 94298-0001
Sacramento, CA 94298-0001
(916) 843-3400

This TERMINAL REVIEW deals only with safety compliance at this terminal.

Person(s) Interviewed

Name: Jose Guzman

Title: Operations Supervisor

Name:

Title:





EMPIRE TRANSPORTATION INC - Terminal
U.S. DOT #: 2731988

State #: 326916

Review Date:
06/22/2018

Part B Violations

Safety Fitness Rating Information:

Total Miles Operated 200,000
Recordable Accidents 0

OOS Vehicle (CR): 0
Number of Vehicle Inspected (CR): 0
OOS Vehicle (MCMIS): 0
Number of Vehicles Inspected (MCMIS): 0

Your proposed safety rating is :

This Review is not Rated.





EMPIRE TRANSPORTATION INC - Terminal
U.S. DOT #: 2731988

State #: 326916

Review Date:
06/22/2018

Part B Requirements and/or Recommendations

1. Forms and publications are available at the CHP internet website at: <http://www.chp.ca.gov/publications/index.html>





EMPIRE TRANSPORTATION INC - Terminal
 U.S. DOT #: 2731988

State #: 326916

Review Date:
 06/22/2018

Part C

Reason for Review: Other Annual CSAT
 Planned Action: Compliance Monitoring

Parts Reviewed Certification:

325 382 383 387 390 391 392 393 395 396 397 398 399 171 172 173 177 178 180

Prior Reviews Prior Prosecutions Reason not Rated: Special Study Study Code: CA
 3/8/2018
 8/25/2017
 6/7/2017

Unsat/Unfit Information

Is the motor carrier of passengers subject to the safety fitness procedures contained in 49 CFR part 385 subpart A, AND does it transport passengers in a commercial motor vehicle? No

Does carrier transport placardable quantities of hazardous materials? Not Applicable
 Unsat/Unfit rule:

Corporate Contact: Jose Guzman Special Study Information:
 Corporate Contact Title: Operations Supervisor

Remarks:

CARRIER NAME: Empire Transportation Inc. CA # - 326916
 Carrier Address: 8800 Park St. Bellflower, CA

RATING INFORMATION:

In accordance with 13 CCR 1233, this carrier has been rated SATISFACTORY at this time.

Drug and Alcohol Testing Violations:
 None at this time

| | | |
|--------------------|-----|---------------|
| Upload Authorized: | Yes | No |
| Authorized by: | | Date: |
| Uploaded: | Yes | No |
| Verified by: | | Failure Code: |
| | | Date: |



STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
**SAFETY COMPLIANCE REPORT/
TERMINAL RECORD UPDATE**

CHP 343 (Rev 8-10) OPI 062

| | | | | | |
|---|-----------|--------------------------|----------------------------|-------------------|-----|
| NEW TERMINAL INFORMATION <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | CA NUMBER 326916 | FILE CODE NUMBER 245940 | COUNTY CODE 19 | BED |
| TERMINAL TYPE <input type="checkbox"/> Truck <input checked="" type="checkbox"/> Bus | CODE T | OTHER PROGRAM(S) B, J | LOCATION CODE 550 | SUBAREA S44 | |

| | |
|---|--|
| TERMINAL NAME Empire Transportation Inc. | TELEPHONE NUMBER (W/AREA CODE) (562) 629-2676 |
|---|--|

| |
|--|
| TERMINAL STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE) 8800 Park St. Bellflower, CA 90706 |
|--|

| | |
|---|--|
| MAILING ADDRESS (NUMBER, STREET, CITY, STATE, ZIP CODE) (IF DIFFERENT FROM ABOVE) 8800 Park St. Bellflower, CA 90706 | INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY) 8800 Park St. Bellflower, CA 90706 |
|---|--|

LICENSE, FLEET AND TERMINAL INFORMATION

| | | | | | | | |
|---|----------------------|--|-------------------------|---------------------------|------------------------------|---|----------------|
| HM LIC. NO. N/A | HWT. REG. NO. N/A | IMS LIC. NO. N/A | TRUCKS AND TYPES N/A | TRAILERS AND TYPES N/A | BUSES BY TYPE I- 48 II- 3 | DRIVERS 65 | BIT FLEET SIZE |
| EXP. DATE N/A | EXP. DATE N/A | EXP. DATE N/A | REG. CT N/A | HW VEH. N/A | HW CONT. N/A | PPB / CSAT <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| CONSOLIDATED TERMINALS <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | FILE CODE NUMBER OF CONSOLIDATED TERMINALS AND DIVISION LOCATIONS BY NUMBER (Use Remarks for Additional FCNS) N/A | | | | | |

EMERGENCY CONTACTS (In Calling Order of Preference)

| | | |
|--|---|-----------------------------------|
| EMERGENCY CONTACT (NAME) Bertha Aguirre | DAY TELEPHONE NO. (W/AREA CODE) (562) 529-2676 | NIGHT TELEPHONE NO. (W/AREA CODE) |
| EMERGENCY CONTACT (NAME) Jose Guzman | DAY TELEPHONE NO. (W/AREA CODE) (562)529-2676 ext126 | NIGHT TELEPHONE NO. (W/AREA CODE) |

ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL LAST YEAR | 2016 |

| | | | | | | | | |
|---|--|---|---|--|--|--|---|---|
| <input type="checkbox"/> A UNDER 15,000 | <input type="checkbox"/> B 15,001 - 50,000 | <input type="checkbox"/> C 50,001 - 100,000 | <input checked="" type="checkbox"/> D 100,001 - 600,000 | <input type="checkbox"/> E 500,001 - 1,000,000 | <input type="checkbox"/> F 1,000,001 - 2,000,000 | <input type="checkbox"/> G 2,000,001 - 5,000,000 | <input type="checkbox"/> H 5,000,001 - 10,000,000 | <input type="checkbox"/> I MORE THAN 10,000,000 |
|---|--|---|---|--|--|--|---|---|

OPERATING AUTHORITIES OR PERMITS

| | | | |
|---|---|---|---|
| PUC <input type="checkbox"/> T <input checked="" type="checkbox"/> N/A | <input checked="" type="checkbox"/> TCP <input type="checkbox"/> PSC 21507 | MOTOR CARRIER OF PROPERTY PERMIT ACTIVE <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (Suspended) | IMS FITNESS EVALUATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| USDOT US DOT NUMBER 2731988 | <input type="checkbox"/> MC <input type="checkbox"/> MX N/A | <input type="checkbox"/> MC <input type="checkbox"/> MX N/A | REASON FOR INSPECTION Annual Tour Bus Terminal Inspection |

INSPECTION FINDINGS INSPECTION RATINGS: S = Satisfactory U = Unsatisfactory G = Conditional UR = Unrated N/A = Not Applicable

| REQUIREMENTS | VIOL | MAINTENANCE PROGRAM | DRIVER RECORDS | REG. EQUIPMENT | HAZARDOUS MATERIALS | TERMINAL |
|------------------------|------|--|--------------------------------------|--|-------------------------|-----------------|
| MAINTENANCE PROGRAM | 2 | 1 S 2 S 3 S 4 S | 1 S 2 S 3 S 4 S | 1 S 2 S 3 S 4 S | 1 N/A 2 N/A 3 N/A 4 N/A | 1 S 2 S 3 S 4 S |
| DRIVER RECORDS | 0 | No. 14 Time 5.0 | No. 17 Time 5.0 | No. 14 Time 7.0 | TIME n/a | TOTAL TIME 17.0 |
| DRIVER HOURS | 0 | HAZARDOUS MATERIALS <input checked="" type="checkbox"/> No H/M Transported <input type="checkbox"/> No H/M violations noted | CONTAINERS/TANKS No. n/a Time n/a | VEHICLES PLACED OUT-OF-SERVICE Vehicles 0 Units n/a | | |
| BRAKES | 0 | REMARKS 13 CCR 1233(a)(1) Carriers Terminal Inspection is rated "SATISFACTORY" at this time. | | | | |
| LAMPS & SIGNALS | 0 | See attached CHP 343, Terminal Inspection Report Parts A, B & C, CHP 407F/343A Vehicle Inspection Report: CAA167350290, CAA167350291, CAA167350292, CAA167350293, CAA167350294, CAA167350295, CAA167350296, CAA167350297, CAA167350298, CAA167350299, CAA167350300, CAA147330218, CAA147330219 & CAA147330220. | | | | |
| CONNECTING DEVICES | N/A | | | | | |
| STEERING & SUSPENSION | 0 | | | | | |
| TIRES & WHEELS | 0 | | | | | |
| EQUIPMENT REQUIREMENTS | 3 | | | | | |
| CONTAINERS & TANKS | N/A | | | | | |
| HAZARDOUS MATERIALS | N/A | | | | | |

| | | | | | | | |
|--|---------------------------------------|--|-------------------------------------|---------------------|-----------------------------------|-----------------|------------------|
| BIT <input type="checkbox"/> I <input type="checkbox"/> R | NON - BIT <input type="checkbox"/> | FEES DUE <input type="checkbox"/> Yes <input type="checkbox"/> No | CHP 345 <input type="checkbox"/> | CHP 100D COL 4,5 | INSPECTION DATE(S) 05/25,26/17 | TIME IN 0530 | TIME OUT 1330 |
|--|---------------------------------------|--|-------------------------------------|---------------------|-----------------------------------|-----------------|------------------|

| | | |
|--------------------------------------|------------------------|---|
| INSPECTED BY (NAME(S)) K.Hardison | ID NUMBER(S) A16735 | SUSPENSE DATE <input checked="" type="checkbox"/> Auto <input type="checkbox"/> None |
|--------------------------------------|------------------------|---|

MOTOR CARRIER CERTIFICATION


I hereby certify that all violations described hereon and recorded on the attached pages (2 through 21), will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the Motor Carrier Safety Unit Supervisor at (323) 644-9557 within 5 calendar days of the rating.

| | | |
|--|--|-----------------------------------|
| CURRENT TERMINAL RATING SATISFACTORY | CARRIER REPRESENTATIVE'S SIGNATURE | DATE 5/26/2017 |
| CARRIER REPRESENTATIVE'S PRINTED NAME Jose Guzman | TITLE Operations Manager | DRIVER LICENSE NUMBER STATE CA |

Destroy Previous Editions

California Highway Patrol

2

| | | | | |
|---|----------------------------|--|---|------------------------------|
|  | US DOT # 2731988 | Legal: EMPIRE TRANSPORTATION INC | | |
| | | Operating (DBA): | | |
| MC/MX #: 0000 | | State #: 326916 | | Federal Tax ID: |
| Review Type: Non-ratable Review - Special Study | | | | |
| Scope: Terminal | | Location of Review/Audit: Company facility in the U. S. | | Territory: C |
| Operation Types: Interstate <input type="checkbox"/> Intrastate <input type="checkbox"/> | | | | |
| Carrier: N/A | | Non-HM: <input type="checkbox"/> | | Business: Corporation |
| Shipper: N/A | | N/A: <input type="checkbox"/> | | Gross Revenue: _____ |
| Cargo Tank: N/A | | for year ending: _____ | | |
| Company Physical Address: | | | | |
| 8800 PARK ST BELLFLOWER, CA 90706 | | | | |
| Contact Name: | | | | |
| Phone numbers: (1) 562- 529-2676 | | (2) _____ | | Fax: _____ |
| E-Mail Address: _____ | | | | |
| Company Mailing Address: | | | | |
| 8800 PARK ST BELLFLOWER, CA 90706 | | | | |
| Carrier Classification: | | | | |
| Authorized for Hire <input type="checkbox"/> | | | | |
| Cargo Classification: | | | | |
| Passengers <input type="checkbox"/> | | | | |
| Equipment: | | | | |
| | Owned | Term Leased | Trip Leased | Owned |
| | | | | Term Leased |
| | | | | Trip Leased |
| Minibus, 16+ | 48 | 0 | 0 | Van, 9-15 |
| | 3 | 0 | 0 | |
| Power units used in the U.S.: 51 | | | | |
| Percentage of time used in the U.S.: 100 | | | | |
| Does carrier transport placardable quantities of HM? No | | | | |
| Is an HM Permit required? N/A | | | | |
| Driver Information: | | | | |
| | Inter | Intra | Average trip leased drivers/month: 0 | |
| < 100 Miles: | | 65 | Total Drivers: 65 | |
| >= 100 Miles: | | | CDL Drivers: 65 | |



3



EMPIRE TRANSPORTATION INC - Terminal
U.S. DOT #: 2731988

State #: 326916

Review Date:
05/26/2017

Part A

Questions regarding this report may be directed to the Commercial Vehicle Section
Motor Carrier Safety Unit at:

P.O. Box 94298-0001
Sacramento, CA 94298-0001
(916) 843-3400

This TERMINAL REVIEW deals only with safety compliance at this terminal.

Person(s) Interviewed

Name: Jose Guzman
Name:

Title: Operations Manager
Title:



4



EMPIRE TRANSPORTATION INC - Terminal
U.S. DOT #: 2731988

State #: 326916

Review Date:
05/26/2017

Part B Violations

| | | | | | |
|------------|--|-----------------|-----------------|--|-----------------|
| 1 STATE | Primary: 13CCR1215(f)(1) CFR Equivalent: 396.11(a)(3)(ii) | Discovered 1 | Checked 1260 | Drivers/Vehicles In Violation 10 | Checked 1260 |
|------------|--|-----------------|-----------------|--|-----------------|

Description

The motor carrier fails to certify on the original driver vehicle inspection report which lists any defect or deficiency that the defect or deficiency has been repaired or that repair is unnecessary before the vehicle is operated again.

Example

Carrier fails to certify on the original driver vehicle inspection report which lists any defect or deficiency that the defect or deficiency has been repaired or that repair is unnecessary before the vehicle is operated again

| | | | | | |
|------------|---|-----------------|---------------|---------------------------------------|---------------|
| 2 STATE | Primary: 34505(a)CVC CFR Equivalent: 396.17(c) | Discovered 1 | Checked 14 | Drivers/Vehicles In Violation 3 | Checked 14 |
|------------|---|-----------------|---------------|---------------------------------------|---------------|

Description

The motor carrier has exceeded the 45 day tour bus inspection interval.

Example

The motor carrier has exceeded the 45 day tour bus inspection interval on bus # 298

03/07/17 - 04/23/17

Safety Fitness Rating Information:

| | |
|----------------------|---------|
| Total Miles Operated | 200,000 |
| Recordable Accidents | 0 |

| | |
|---------------------------------------|----|
| OOS Vehicle (CR): | 0 |
| Number of Vehicle Inspected (CR): | 14 |
| OOS Vehicle (MCMIS): | 0 |
| Number of Vehicles Inspected (MCMIS): | 0 |

Your proposed safety rating is :

This Review is not Rated.



5



EMPIRE TRANSPORTATION INC - Terminal
U.S. DOT #: 2731988

State #: 326916

Review Date:
05/26/2017

Part B Requirements and/or Recommendations

1. 13CCR 1233.5 Carrier is required to notify the Department, in writing, of any change of address or cessation of regulated activity at any of the carrier's terminal. Such notification shall be made within 15 days of the change and shall be forwarded to:
CALIFORNIA HIGHWAY PATROL
COMMERCIAL RECORDS UNIT
P.O. BOX 942898
SACRAMENTO, CA 94298-0001
2. Forms and publications are available at the CHP Internet website at: <http://www.chp.ca.gov/publications/index.html>
3. Certify on daily vehicle inspection reports that all defects, which could affect the safe operation of vehicles, have been repaired or that repair is unnecessary, before the vehicle is again operated.





EMPIRE TRANSPORTATION INC - Terminal
 U.S. DOT #: 2731988

State #: 326916

6
 Review Date:
 05/26/2017

Part C

Reason for Review: Other Annual Tour Bus Insp
 Planned Action: Compliance Monitoring

Parts Reviewed Certification:
 325 382 383 387 390 391 392 393 395 396 397 398 399 171 172 173 177 178 180

Prior Reviews Prior Prosecutions Reason not Rated: Special Study Study Code: CA
 2/27/2017
 7/26/2016

Unsat/Unfit Information

Is the motor carrier of passengers subject to the safety fitness procedures contained in 49 CFR part 385 subpart A, AND does it transport passengers in a commercial motor vehicle? No

Does carrier transport placardable quantities of hazardous materials? Not Applicable
 Unsat/Unfit rule:

Corporate Contact: Jose Guzman
 Corporate Contact Title: Operations Manager

Special Study Information:

Remarks:
 Terminal Name: Emplre Transportation Inc. CA# - 326916
 Terminal Address: 8800 Park St. Bellflower, CA 90706 FCN - 245940

Rating Information:
 In accordance with 13 CCR 1233, this terminal has been rated Satisfactory at this time.

On-highway inspections were used to fulfill 0 of 14 required vehicle inspections.

MAINTENANCE PROGRAM VIOLATIONS:
 See Part B.

DRIVER RECORDS VIOLATIONS:
 None at this time.

HOURS OF SERVICE VIOLATIONS:
 None at this time.

ADDITIONAL INFORMATION:

34505(a)CVC - The motor carrier has exceeded the 45 day tour bus inspection interval on bus #

| | | |
|---------------------|--|---------------------|
| 298 | 259 | 293 |
| 03/07/17 - 04/23/17 | 06/17/16 - 08/02/16 08/02/16 - 09/19/16 | 11/17/16 - 01/02/17 |



7



EMPIRE TRANSPORTATION INC - Terminal
U.S. DOT #: 2731988

State #: 326916

Review Date:
05/26/2017

Part C

| | | | |
|--------------------|-----|----|---------------|
| Upload Authorized: | Yes | No | |
| Authorized by: | | | Date: |
| Uploaded: | Yes | No | Failure Code: |
| Verified by: | | | Date: |



8



California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CAA167350290
Inspection Date: 05/25/2017
Start: 7:30 AM PD End: 8:00 AM PD
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC

8800 PARK ST
BELLFLOWER, CA, 90706

USDOT: 2731988

Phone#: (562)529-2676

MC/MX#:

Fax#: (562)529-2220

State#: 326916

Location: BELLFLOWER

Highway:

County: LOS ANGELES

Driver:

License#:

Date of Birth:

CoDriver:

License#:

Date of Birth:

State:

State:

Milepost:

Shipper: N/A

Origin:

Destination:

Bill of Lading: N/A

Cargo:

VEHICLE IDENTIFICATION

| Unit | Type | Make | Year | State | Plate | Equipment ID | VIN | GVWR | CVSA Exlstng | CVSA # |
|------|------|------|------|-------|---------|--------------|-------------------|-------|--------------|--------|
| 1 | BU | FORD | 2007 | CA | 64995X1 | 297 | 1FDXE46547DB29939 | 14050 | | |

BRAKE ADJUSTMENTS

| Axle # | 1 | 2 |
|---------|------|------|
| Right | N/A | N/A |
| Left | N/A | N/A |
| Chamber | HYDR | HYDR |

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S44; Odometer: 355405; File Code Number: 245940; PUC: 21507; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Fuel Type: G; Passenger Capacity: 14; Veh #1 Type: 10; WC Passenger Capacity: 3 ; Bus Type: 2

Report Prepared By:

K. Hardisen

Badge #:

A16735

Copy Received By:

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X _____



9



California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CAA167350291
Inspection Date: 05/25/2017
Start: 8:00 AM PD End: 8:30 AM PD
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA, 90706
USDOT: 2731988
MC/MX#: _____
State#: 326916
Location: BELLFLOWER
Highway: _____
County: LOS ANGELES

Phone#: (562)529-2676
Fax#: (562)529-2220

Driver: _____ State: _____
License#: _____
Date of Birth: _____
CoDriver: _____
License#: _____ State: _____
Date of Birth: _____

Milepost: _____ Shipper: N/A
Origin: N/A Bill of Lading: N/A
Destination: N/A Cargo: N/A

VEHICLE IDENTIFICATION

| Unit | Type | Make | Year | State | Plate | Equipment ID | VIN | GWR | CVSA Existing | CVSA # |
|------|------|------|------|-------|---------|--------------|-------------------|------|---------------|--------|
| 1 | BU | CHEV | 2001 | CA | 8W30805 | 145 | 1GAHG39R511143287 | 9500 | | |

BRAKE ADJUSTMENTS

| Axle # | 1 | 2 |
|---------|------|------|
| Right | N/A | N/A |
| Left | N/A | N/A |
| Chamber | DISC | DISC |

VIOLATIONS: No violations were discovered

HazMat: No HM transported **Placard:** _____ **Cargo Tank:** _____

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S44; Odometer: 388527; File Code Number: 245940; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Fuel Type: G; Passenger Capacity: 15; Veh #1 Type: 10; Bus Type: 2

Report Prepared By:
K. Hardison

Badge #:
A16735

Copy Received By:

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X _____



1b



California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CAA167350292
Inspection Date: 05/25/2017
Start: 8:30 AM PD End: 9:00 AM PD
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA, 90706

USDOT: 2731988

MC/MX#:

State#: 326916

Location: BELLFLOWER

Highway:

County: LOS ANGELES

Phone#: (562)529-2676

Fax#: (562)529-2220

Driver:

License#:

Date of Birth:

CoDriver:

License#:

Date of Birth:

State:

State:

Milepost:

Shipper: N/A

Origin: N/A

Destination: N/A

Bill of Lading: N/A

Cargo: N/A

VEHICLE IDENTIFICATION

| Unit | Type | Make | Year | State | Plate | Equipment ID | VIN | GVWR | CVSA Existing | CVSA # |
|------|------|------|------|-------|---------|--------------|-------------------|------|---------------|--------|
| 1 | BU | FORD | 1999 | CA | 6E23925 | 115 | 1FBSS31L5XHC33014 | 9100 | | |

BRAKE ADJUSTMENTS

| Axle # | 1 | 2 |
|---------|------|------|
| Right | N/A | N/A |
| Left | N/A | N/A |
| Chamber | HYDR | HYDR |

VIOLATIONS

| Section | Type | Unit | QOS | Citation # | Verify | Crash | Violations Discovered |
|---------------|------|------|-----|------------|--------|-------|---|
| 1288(F)(4)CCR | S | 1 | N | | N | N | Emergency door sign required--392.2; R/S middle doors |

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S44; Odometer: 316140; File Code Number: 245940; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Fuel Type: G; Passenger Capacity: 15; Veh #1 Type: 10; Bus Type: 2

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.

Report Prepared By:

K. Hardison

Badge #:

A16735

Copy Received By:

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1/



California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CAA167350293
Inspection Date: 05/25/2017
Start: 9:00 AM PD End: 9:30 AM PD
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC

8800 PARK ST
BELLFLOWER, CA, 90706

USDOT: 2731988

MC/MX#:

State#: 326916

Location: BELLFLOWER

Highway:

County: LOS ANGELES

Phone#: (562)529-2676

Fax#: (562)529-2220

Driver:

License#:

Date of Birth:

CoDriver:

License#:

Date of Birth:

State:

State:

Milepost:

Shipper: N/A

Origin: N/A

Destination: N/A

Bill of Lading: N/A

Cargo: N/A

VEHICLE IDENTIFICATION

| Unit | Type | Make | Year | State | Plate | Equipment ID | VIN | GVWR | CVSA Existing | CVSA # |
|------|------|------|------|-------|---------|--------------|-------------------|-------|---------------|--------|
| 1 | BU | FORD | 2006 | CA | 8Y07402 | 282 | 1FDWE35S36HA68942 | 11500 | | |

BRAKE ADJUSTMENTS

| Axle # | 1 | 2 |
|---------|------|------|
| Right | N/A | N/A |
| Left | N/A | N/A |
| Chamber | HYDR | HYDR |

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S44; Odometer: 218301; File Code Number: 245940; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Fuel Type: G; Passenger Capacity: 21; Veh #1 Type: 10; Bus Type: 1

Report Prepared By:

K. Hardison

Badge #:

A16735

Copy Received By:

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California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CAA167350294
Inspection Date: 05/25/2017
Start: 9:30 AM PD End: 10:00 AM PD
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA, 90706

USDOT: 2731988 Phone#: (562)529-2676
MC/MX#: Fax#: (562)529-2220
State#: 326916

Location: BELLFLOWER
Highway:
County: LOS ANGELES

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:
Milepost: Shipper: N/A
Origin: N/A
Destination: N/A

Bill of Lading: N/A
Cargo: N/A

VEHICLE IDENTIFICATION

| Unit | Type | Make | Year | State | Plate | Equipment ID | VIN | GVWR | CVSA Existing | CVSA # |
|------|------|------|------|-------|-------|--------------|-------------------|-------|---------------|--------|
| 1 | BU | FORD | 2011 | CA | 100FL | 268 | 1FDDE4FS5BDA43090 | 14500 | | |

BRAKE ADJUSTMENTS

Axle # 1 2
Right N/A N/A
Left N/A N/A
Chamber HYDR HYDR

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S44; Odometer: 127329; File Code Number: 245940; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Fuel Type: G; Passenger Capacity: 18; Veh #1 Type: 10; WC Passenger Capacity: 3; Bus Type: 1

Report Prepared By:
K. Hardison

Badge #:
A16735

Copy Received By:

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18

CHP407F/343A-InSPECT

DRIVER/VEHICLE EXAMINATION REPORT

InSPECT 1.0.96



California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CAA167350295
Inspection Date: 05/25/2017
Start: 10:00 AM PD End: 10:30 AM PD
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC

8800 PARK ST
BELLFLOWER, CA, 90706
USDOT: 2731988

MC/MX#: State#: 326916
Location: BELLFLOWER
Highway:
County: LOS ANGELES

Phone#: (562)529-2676
Fax#: (562)529-2220

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:

State:
State:

Milepost: Shipper: N/A
Origin: N/A
Destination: N/A

Bill of Lading: N/A
Cargo: N/A

VEHICLE IDENTIFICATION

| Unit | Type | Make | Year | State | Plate | Equipment ID | VIN | GWR | CVSA Existing | CVSA # |
|------|------|------|------|-------|---------|--------------|-------------------|-------|---------------|--------|
| 1 | BU | FORD | 2007 | CA | 05929Y1 | 301 | 1FDXE45S97DB32304 | 14050 | | |

BRAKE ADJUSTMENTS

| Axle # | 1 | 2 |
|---------|------|------|
| Right | N/A | N/A |
| Left | N/A | N/A |
| Chamber | HYDR | HYDR |

VIOLATIONS

| Section | Type | Unit | OOS | Citation # | Verify | Crash | Violations Discovered |
|------------------|------|------|-----|------------|--------|-------|---|
| 1232(A) CCR /001 | S | 1 | N | | N | N | General maintenance-396.3 (a)(1): Corrosion build up on battery's |

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S44; Odometer: 339328; File Code Number: 245940; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Fuel Type: G; Passenger Capacity: 14; Veh #1 Type: 10; WC Passenger Capacity: 3; Bus Type: 2

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.

Report Prepared By:

K. Hardison

Badge #:

A16735

Copy Received By:

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14



California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CAA167350296
Inspection Date: 05/26/2017
Start: 10:30 AM PD End: 11:00 AM PD
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC

8800 PARK ST
BELLFLOWER, CA, 90706

USDOT: 2731988

Phone#: (562)529-2676

MC/MX#:

Fax#: (562)529-2220

State#: 326916

Location: BELLFLOWER

Highway:

County: LOS ANGELES

Driver:

License#:

Date of Birth:

CoDriver:

License#:

Date of Birth:

State:

State:

Milepost:

Shipper: N/A

Origin: N/A

Destination: N/A

Bill of Lading: N/A

Cargo: N/A

VEHICLE IDENTIFICATION

| Unit | Type | Make | Year | State | Plate | Equipment ID | VIN | GWR | CVSA Existing | CVSA # |
|------|------|------|------|-------|-------|--------------|-------------------|-------|---------------|--------|
| 1 | BU | FORD | 2011 | CA | 917HN | 281 | 1DFDE4FS0BDA43093 | 14500 | | |

BRAKE ADJUSTMENTS

| Axle # | 1 | 2 |
|---------|------|------|
| Right | N/A | N/A |
| Left | N/A | N/A |
| Chamber | HYDR | HYDR |

VIOLATIONS

| Section | Type | Unit | QOS | Citation # | Verify | Crash | Violations Discovered |
|-------------|------|------|-----|------------|--------|-------|---|
| 1232(A) CCR | S | 1 | N | | N | N | General maintenance--396.3 (a)(1): Corrosion on both battery's /001 |

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S44; Odometer: 170987; File Code Number: 245940; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Fuel Type: G; Passenger Capacity: 20; Veh #1 Type: 10; WC Passenger Capacity: 4; Bus Type: 1

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.

Report Prepared By:

K. Hardison

Badge #:

A16735

Copy Received By:

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15



California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CAA167350297
Inspection Date: 05/25/2017
Start: 11:00 AM PD End: 11:30 AM PD
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA, 90706
USDOT: 2731988
MC/MX#: State#: 326916
Location: BELLFLOWER
Highway:
County: LOS ANGELES

Phone#: (562)529-2676
Fax#: (562)529-2220

Driver: License#: State:
Date of Birth:
CoDriver: License#: State:
Date of Birth:

Milepost: Shipper: N/A
Origin: N/A Bill of Lading: N/A
Destination: N/A Cargo: N/A

VEHICLE IDENTIFICATION

| Unit | Type | Make | Year | State | Plate | Equipment ID | VIN | GWR | CVSA Existing | CVSA # |
|------|------|------|------|-------|---------|--------------|-------------------|-------|---------------|--------|
| 1 | BU | FORD | 2007 | CA | 05931Y1 | 302 | 1FDXE46S67DB29909 | 14060 | | |

BRAKE ADJUSTMENTS

| Axle # | 1 | 2 |
|---------|------|------|
| Right | N/A | N/A |
| Left | N/A | N/A |
| Chamber | HYDR | HYDR |

VIOLATIONS: No violations were discovered

HazMat: No HM transported Placard: Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S44; Odometer: 335527; File Code Number: 245940; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Fuel Type: G; Passenger Capacity: 14; Veh #1 Type: 10; WC Passenger Capacity: 3; Bus Type: 2

Report Prepared By:
K. Hardison

Badge #:
A16735

Copy Received By:

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X _____



16

CHP407F/343A-INSPECT

DRIVER/VEHICLE EXAMINATION REPORT

INSPECT 1.0.96



California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CAA167350298
Inspection Date: 05/25/2017
Start: 11:30 AM PD End: 12:00 PM PD
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC

8800 PARK ST
BELLFLOWER, CA, 90706

USDOT: 2731988 Phone#: (562)529-2676

MC/MX#: State#: 326916 Fax#: (562)529-2220

Location: BELLFLOWER

Highway:

County: LOS ANGELES

Driver:

License#:

Date of Birth:

CoDriver:

License#:

Date of Birth:

State:

State:

Milepost: Shipper: N/A

Origin: N/A

Destination: N/A

Bill of Lading: N/A

Cargo: N/A

VEHICLE IDENTIFICATION

| Unit | Type | Make | Year | State | Plate | Equipment ID | VIN | GVWR | CVSA Existing | CVSA # |
|------|------|------|------|-------|---------|--------------|-------------------|-------|---------------|--------|
| 1 | BU | FORD | 2011 | CA | 72628B1 | 259 | 1FDFE4FS7BDA42091 | 14500 | | |

BRAKE ADJUSTMENTS

| Axle # | 1 | 2 |
|---------|------|------|
| Right | N/A | N/A |
| Left | N/A | N/A |
| Chamber | HYDR | HYDR |

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S44; Odometer: 176555; File Code Number: 245940; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Fuel Type: G; Passenger Capacity: 20; Veh #1 Type: 10; WC Passenger Capacity: 4; Bus Type: 1

Report Prepared By:

K. Hardison

Badge #:

A16735

Copy Received By:

X

X _____



17

CHP407F/343A-InSPECT

DRIVER/VEHICLE EXAMINATION REPORT

InSPECT 1.0.96



California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CAA167350299
Inspection Date: 05/25/2017
Start: 12:00 PM PD End: 12:30 PM PD
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC

8800 PARK ST
BELLFLOWER, CA, 90706

USDOT: 2731988

MC/MX#:

State#: 326916

Location: BELLFLOWER

Highway:

County: LOS ANGELES

Phone#: (562)529-2676

Fax#: (562)529-2220

Driver:

License#:

Date of Birth:

CoDriver:

License#:

Date of Birth:

State:

State:

Milepost:

Shipper: N/A

Origin: N/A

Destination: N/A

Bill of Lading: N/A

Cargo: N/A

VEHICLE IDENTIFICATION

| Unit | Type | Make | Year | State | Plate | Equipment ID | VIN | GWR | CVSA Existing | CVSA # |
|------|------|------|------|-------|-------|--------------|------------------|-------|---------------|--------|
| 1 | BU | FORD | 2011 | CA | 817UD | 265 | 1DFE4FS4BDA46238 | 14500 | | |

BRAKE ADJUSTMENTS

| Axle # | 1 | 2 |
|---------|------|------|
| Right | N/A | N/A |
| Left | N/A | N/A |
| Chamber | HYDR | HYDR |

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S44; Odometer: 133744; File Code Number: 245940; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Fuel Type: G; Passenger Capacity: 20; Veh #1 Type: 10; WC Passenger Capacity: 4; Bus Type: 1

Report Prepared By:

K. Hardison

Badge #:

A16735

Copy Received By:

X.

X. _____



18

CHP407F/343A-InSPECT

DRIVER/VEHICLE EXAMINATION REPORT

InSPECT 1.0.96



California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CAA167350300
Inspection Date: 05/25/2017
Start: 12:30 PM PD End: 1:00 PM PD
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC

8800 PARK ST
BELLFLOWER, CA, 90706

USDOT: 2731988

MC/MX#:

State#: 326916

Location: BELLFLOWER

Highway:

County: LOS ANGELES

Phone#: (562)529-2676

Fax#: (562)529-2220

Driver:

License#:

Date of Birth:

CoDriver:

License#:

Date of Birth:

State:

State:

Milepost:

Shipper: N/A

Origin: N/A

Destination: N/A

Bill of Lading: N/A

Cargo: N/A

VEHICLE IDENTIFICATION

| Unit | Type | Make | Year | State | Plate | Equipment ID | VIN | GVWR | CVSA Existing | CVSA # |
|------|------|------|------|-------|---------|--------------|-------------------|-------|---------------|--------|
| 1 | BU | FORD | 2007 | CA | 64992X1 | 293 | 1FDXE45S37DB32301 | 14050 | | |

BRAKE ADJUSTMENTS

| Axle # | 1 | 2 |
|---------|------|------|
| Right | N/A | N/A |
| Left | N/A | N/A |
| Chamber | HYDR | HYDR |

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S44; Odometer: 322904; File Code Number: 245940; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Fuel Type: G; Passenger Capacity: 14; Veh #1 Type: 10; WC Passenger Capacity: 3; Bus Type: 2

Report Prepared By:

K. Hardison

Badge #:

A16735

Copy Received By:

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19



California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CAA147330218
Inspection Date: 05/25/2017
Start: 6:00 AM PS End: 8:30 AM PS
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA, 90706

USDOT: 2731988

MC/MX#:

State#:

Location: BELLFLOWER

Highway:

County: LOS ANGELES

Phone#: (562)529-2676

Fax#:

Driver:

License#:

Date of Birth:

CoDriver:

License#:

Date of Birth:

State:

State:

Milepost:

Shipper: N/A

Origin:

Destination:

Bill of Lading: N/A

Cargo:

VEHICLE IDENTIFICATION

| Unit | Type | Make | Year | State | Plate | Equipment ID | VIN | GVWR | CVSA Existing | CVSA # |
|------|------|------|------|-------|---------|--------------|-------------------|-------|---------------|--------|
| 1 | BU | FORD | 2007 | CA | 05927Y1 | 298 | 1FDXE45S47DB29908 | 14500 | | |

BRAKE ADJUSTMENTS

| Axle # | 1 | 2 |
|---------|------|------|
| Right | N/A | N/A |
| Left | N/A | N/A |
| Chamber | HYDR | HYDR |

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S44; Odometer: 329374; File Code Number: 245940; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 10

Report Prepared By:
G. Harrison

Badge #:
A14733

Copy Received By:

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X _____



20

CHP407F/343A-InSPECT

DRIVER/VEHICLE EXAMINATION REPORT

InSPECT 1.0.96



California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CAA147330219
Inspection Date: 05/25/2017
Start: 6:30 AM PS End: 7:00 AM PS
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA, 90706
USDOT: 2731988 Phone#: (562)529-2676
MC/IMX#: Fax#: State#: State:
State#: Date of Birth: License#:
Location: BELLFLOWER Milepost: Shipper: N/A
Highway: Origin: N/A Bill of Lading: N/A
County: LOS ANGELES Destination: N/A Cargo: N/A

VEHICLE IDENTIFICATION

| Unit | Type | Make | Year | State | Plate | Equipment ID | VIN | GVWR | CVSA Existing | CVSA # |
|------|------|------|------|-------|---------|--------------|-------------------|-------|---------------|--------|
| 1 | BU | FORD | 2006 | CA | 8Y07403 | 281 | 1FDWE35S16HA58941 | 14500 | | |

BRAKE ADJUSTMENTS

| Axle # | 1 | 2 |
|---------|------|------|
| Right | N/A | N/A |
| Left | N/A | N/A |
| Chamber | HYDR | HYDR |

VIOLATIONS: No violations were discovered

HazMat: No HM transported Placard: Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S44; Odometer: 211187; File Code Number: 245940; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Fuel Type: G; Passenger Capacity: 21; Veh #1 Type: 10; WC Passenger Capacity: 0; Bus Type: 2

Report Prepared By:
G. Harrison

Badge #:
A14733

Copy Received By:

X

X _____



21



California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CAA147330220
Inspection Date: 05/25/2017
Start: 7:00 AM PS End: 7:30 AM PS
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA, 90706
USDOT: 2731988 Phone#: (562)529-2676
MC/MX#: Fax#: State#: State:
State#: Date of Birth:
Location: BELLFLOWER Milepost: Shipper: N/A
Highway: Origin: N/A Bill of Lading: N/A
County: LOS ANGELES Destination: N/A Cargo: N/A

VEHICLE IDENTIFICATION

| Unit | Type | Make | Year | State | Plate | Equipment ID | VIN | GVWR | CVSA Existing | CVSA # |
|------|------|------|------|-------|-------|--------------|-------------------|-------|---------------|--------|
| 1 | BU | FORD | 2011 | CA | 103FL | 260 | 1FDFE4FS9BDA43092 | 14500 | | |

BRAKE ADJUSTMENTS

| Axle # | 1 | 2 |
|---------|------|------|
| Right | N/A | N/A |
| Left | N/A | N/A |
| Chamber | HYDR | HYDR |

VIOLATIONS: No violations were discovered

HazMat: No HM transported Placard: Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S44; Odometer: 132170; File Code Number: 245940; PUC: 21507; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Fuel Type: G; Passenger Capacity: 20; Veh #1 Type: 10; WC Passenger Capacity: 4; Bus Type: 2

Report Prepared By: G. Harrison Badge #: A14733 Copy Received By:

X X



STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
**SAFETY COMPLIANCE REPORT/
TERMINAL RECORD UPDATE**
CHP 343 (Rev 6-10) OPI 062

| | | | | |
|---|---------------------|----------------------------|----------------------|----------------|
| NEW TERMINAL INFORMATION <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | CA NUMBER 326916 | FILE CODE NUMBER 245940 | COUNTY CODE 19 | BED |
| TERMINAL TYPE <input type="checkbox"/> Truck <input checked="" type="checkbox"/> Bus | CODE T | OTHER PROGRAM(S) B, 1 | LOCATION CODE 550 | SUBAREA S44 |

| | |
|---|---|
| TERMINAL NAME EMPIRE TRANSPORTATION INC | TELEPHONE NUMBER (W/ AREA CODE) 562-529-2676 |
|---|---|

TERMINAL STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE)
8800 PARK ST, BELLFLOWER, CA 90706

| | |
|---|--|
| MAILING ADDRESS (NUMBER, STREET, CITY, STATE, ZIP CODE) (IF DIFFERENT FROM ABOVE) 8800 PARK ST, BELLFLOWER, CA 90706 | INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY) 8800 PARK ST, BELLFLOWER, CA 90706 |
|---|--|

LICENSE, FLEET AND TERMINAL INFORMATION

| | | | | | | | |
|--------------------|----------------------|---------------------|-------------------------|---------------------------|-------------------------------|---|-----------------------|
| HM LIC. NO. N/A | HWT. REG. NO. N/A | IMS LIC. NO. N/A | TRUCKS AND TYPES 1-V | TRAILERS AND TYPES N/A | BUSES BY TYPE I- 55 II- 17 | DRIVERS 81 | BIT FLEET SIZE N/A |
| EXP. DATE N/A | EXP. DATE N/A | EXP. DATE N/A | REG. CT N/A | HW VEH. N/A | HW CONT. N/A | PPB / CSAT <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |

CONSOLIDATED TERMINALS
 Yes No

FILE CODE NUMBER OF CONSOLIDATED TERMINALS AND DIVISION LOCATIONS BY NUMBER (Use Remarks for Additional FCNS)
N/A

EMERGENCY CONTACTS (In Calling Order of Preference)

| | | |
|--|--|------------------------------------|
| EMERGENCY CONTACT (NAME) BERTHA AGUIREE | DAY TELEPHONE NO. (W/ AREA CODE) 562-529-2676 EXT 144 | NIGHT TELEPHONE NO. (W/ AREA CODE) |
| EMERGENCY CONTACT (NAME) JOSE GUZMAN | DAY TELEPHONE NO. (W/ AREA CODE) 562-529-2676 EXT 126 | NIGHT TELEPHONE NO. (W/ AREA CODE) |

ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL LAST YEAR [2015]

| | | | | | | | | |
|---|--|---|---|--|--|--|---|---|
| <input type="checkbox"/> A UNDER 15,000 | <input type="checkbox"/> B 15,001 - 50,000 | <input type="checkbox"/> C 50,001 - 100,000 | <input checked="" type="checkbox"/> D 100,001 - 500,000 | <input type="checkbox"/> E 500,001 - 1,000,000 | <input type="checkbox"/> F 1,000,001 - 2,000,000 | <input type="checkbox"/> G 2,000,001 - 5,000,000 | <input type="checkbox"/> H 5,000,001 - 10,000,000 | <input type="checkbox"/> I MORE THAN 10,000,000 |
|---|--|---|---|--|--|--|---|---|

OPERATING AUTHORITIES OR PERMITS

| | | | |
|---------------------------------------|---|---|---|
| PUC <input type="checkbox"/> T N/A | <input checked="" type="checkbox"/> TCP 21507 | MOTOR CARRIER OF PROPERTY PERMIT ACTIVE <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | IMS FITNESS EVALUATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| USDOT US DOT NUMBER 2731988 | <input type="checkbox"/> MC N/A | <input type="checkbox"/> MC N/A | REASON FOR INSPECTION ANNUAL TOUR BUS TERMINAL INSPECTION |

INSPECTION FINDINGS INSPECTION RATINGS: S = Satisfactory U = Unsatisfactory G = Conditional UR = Unrated N/A = Not Applicable

| REQUIREMENTS | VIOL | MAINTENANCE PROGRAM | DRIVER RECORDS | REG. EQUIPMENT | HAZARDOUS MATERIALS | TERMINAL |
|------------------------|------|--|---|--|---|---|
| MAINTENANCE PROGRAM | 1 | 1 <u>S</u> 2 <u>S</u> 3 <u>S</u> 4 <u>S</u> | 1 <u>S</u> 2 <u>S</u> 3 <u>S</u> 4 <u>S</u> | 1 <u>S</u> 2 <u>S</u> 3 <u>S</u> 4 <u>S</u> | 1 <u>N/A</u> 2 <u>N/A</u> 3 <u>N/A</u> 4 <u>N/A</u> | 1 <u>S</u> 2 <u>S</u> 3 <u>S</u> 4 <u>S</u> |
| DRIVER RECORDS | 0 | No. 14 Time | No. 15 Time | No. 14 Time | TIME N/A | TOTAL TIME |
| DRIVER HOURS | 1 | HAZARDOUS MATERIALS <input checked="" type="checkbox"/> No H/M Transported <input type="checkbox"/> No H/M violations noted | CONTAINERS/TANKS No. N/A Time N/A | VEHICLES PLACED OUT-OF-SERVICE Vehicles N/A Units N/A | | |
| BRAKES | 0 | REMARKS | | | | |
| LAMPS & SIGNALS | 1 | | | | | |
| CONNECTING DEVICES | N/A | | | | | |
| STEERING & SUSPENSION | 1 | | | | | |
| TIRES & WHEELS | 1 | | | | | |
| EQUIPMENT REQUIREMENTS | 8 | | | | | |
| CONTAINERS & TANKS | N/A | | | | | |
| HAZARDOUS MATERIALS | N/A | | | | | |


| | | | | | | | |
|--|--|--|-------------------------------------|---|---|---------|----------|
| BIT <input type="checkbox"/> I <input type="checkbox"/> R | NON - BIT <input checked="" type="checkbox"/> | FEES DUE <input type="checkbox"/> Yes <input type="checkbox"/> No | CHP 345 <input type="checkbox"/> | CHP 100D COL. <input type="checkbox"/> | INSPECTION DATE(S) 05-02-2016, 05-03-2016 | TIME IN | TIME OUT |
| INSPECTED BY (NAME(S)) S.MIDDLEBROOKE | | | | ID NUMBER(S) A13337 | SUSPENSE DATE <input checked="" type="checkbox"/> Auto <input type="checkbox"/> None | | |

MOTOR CARRIER CERTIFICATION

I hereby certify that all violations described hereon and recorded on the attached pages (2 through _____), will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the Motor Carrier Safety Unit Supervisor at 323-644-6557 within 5 calendar days of the rating.

| | | |
|--|--|-----------------------------|
| CURRENT TERMINAL RATING SATISFACTORY | CARRIER REPRESENTATIVE'S SIGNATURE | DATE 5/3/2016 |
| CARRIER REPRESENTATIVE'S PRINTED NAME JOSE GUZMAN | TITLE SAFETY MANAGER | DRIVER LICENSE NUMBER STATE |

California Highway Patrol

| | | | | | | | |
|---|---------------------|---|--------------------------------------|--------------|------------------|--------------|-------------|
|  | US DOT # 2731988 | Legal: EMPIRE TRANSPORTATION INC Operating (DBA): | | | | | |
| MC/MX #: | State #: 326916 | Federal Tax ID: | | | | | |
| Review Type: Non-ratable Review - Special Study | | | | | | | |
| Scope: | Terminal | Location of Review/Audit: Company facility in the U. S. | | | | Territory: C | |
| Operation Types | Interstate | Intrastate | | | | | |
| Carrier: | N/A | Non-HM | Business: Corporation | | | | |
| Shipper: | N/A | N/A | Gross Revenue: | | for year ending: | | |
| Cargo Tank: | N/A | | | | | | |
| Company Physical Address: | | | | | | | |
| 8800 PARK ST BELLFLOWER, CA 90706 | | | | | | | |
| Contact Name: JOSE GUZMAN | | | | | | | |
| Phone numbers: (1) 562- 529-2676 (2) Fax | | | | | | | |
| E-Mail Address: | | | | | | | |
| Company Mailing Address: | | | | | | | |
| 8800 PARK ST BELLFLOWER, CA 90706 | | | | | | | |
| Carrier Classification | | | | | | | |
| Private Passenger, Business | | | Other: INTRASTATE | | | | |
| Cargo Classification | | | | | | | |
| Passengers | | | Other: Mobile repair tools | | | | |
| Equipment | | | | | | | |
| | Owned | Term Leased | Trip Leased | | Owned | Term Leased | Trip Leased |
| Truck | 1 | 0 | 0 | Minibus, 16+ | 50 | 0 | 0 |
| Van, 9-15 | 22 | 0 | 0 | | | | |
| Power units used in the U.S.: 73 | | | | | | | |
| Percentage of time used in the U.S.: 100 | | | | | | | |
| Does carrier transport placardable quantities of HM? No | | | | | | | |
| Is an HM Permit required? N/A | | | | | | | |
| Driver Information | | | | | | | |
| | Inter | Intra | Average trip leased drivers/month: 0 | | | | |
| < 100 Miles: | | 58 | Total Drivers: 58 | | | | |
| >= 100 Miles: | | | CDL Drivers: 58 | | | | |





EMPIRE TRANSPORTATION INC - Terminal
U.S. DOT #: 2731988

State #: 326916

Review Date:
05/03/2016

Part A

QUESTIONS regarding this report may be directed to the Southern Division
Motor Carrier Safety Unit at:

437 North Vermont Ave
Los Angeles, CA 9004
(323) 644-9557

This TERMINAL REVIEW deals only with safety compliance at this terminal.

Person(s) Interviewed

Name: JOSE GUZMAN

Title: COMPLIANCE SUPERVISOR

Name:

Title:





EMPIRE TRANSPORTATION INC - Terminal
U.S. DOT #: 2731988

State #: 326916

Review Date:
05/03/2016

Part B Violations

| | | | | | |
|------------|--|-----------------|----------------|----------------------------------|---------------|
| 1 STATE | Primary: 13CCR1213(a)(1) CFR Equivalent: 395.8(a) | Discovered 1 | Checked 450 | Drivers/Vehicles In Violation | Checked 15 |
|------------|--|-----------------|----------------|----------------------------------|---------------|

Description

Carrier failed to require drivers to maintain a record of duty status (log). Driver did not meet the exemption requirements of 1212(e). Driver was not released from work within 12 consecutive hours.

Example

Ana Vargas DL # C3152825 was on duty more than 12 hours and did not maintain a log. (0500-1845 hrs)

| | | | | | |
|------------|--|-----------------|--------------|----------------------------------|---------------|
| 2 STATE | Primary: 13CCR1215(b)(1)(C) CFR Equivalent: 396.13(c) | Discovered 1 | Checked 1 | Drivers/Vehicles In Violation | Checked 14 |
|------------|--|-----------------|--------------|----------------------------------|---------------|

Description

The motor carrier is directed to ensure that daily vehicle inspection reports containing defects or deficiencies are reviewed and signed by the subsequent driver.

Example

Unit # 250

Drivers daily vehicle inspection report (DVIR) indicated the low oil light on at dash and brake grinding noise from 04-01-2016 to 04-20-2016

Safety Fitness Rating Information:

Total Miles Operated 500,000
Recordable Accidents 0

OOS Vehicle (CR): 0
Number of Vehicle Inspected (CR): 14
OOS Vehicle (MCMIS): 0
Number of Vehicles Inspected (MCMIS): 0

Your proposed safety rating is :

This Review is not Rated.





EMPIRE TRANSPORTATION INC - Terminal
U.S. DOT #: 2731988

State #: 326916

Review Date:
05/03/2016

Part B Requirements and/or Recommendations

1. Require drivers to complete a record of duty status when all the provisions of the 100 air-mile radius driver exemption, contained in 13 CCR 1212(e) are not met.





EMPIRE TRANSPORTATION INC - Terminal
U.S. DOT #: 2731988

State #: 326916

Review Date:
05/03/2016

Part C

Reason for Review: Other TOUR BUS INSPECTION
Planned Action: Compliance Monitoring

Parts Reviewed Certification:

325 382 383 387 390 391 392 393 395 396 397 398 399 171 172 173 177 178 180

Prior Reviews Prior Prosecutions Reason not Rated: Special Study Study Code: CA
7/9/2015
6/18/2014
6/19/2013

Unsat/Unfit Information

Is the motor carrier of passengers subject to the safety fitness procedures contained in 49 CFR part 385 subpart A, AND does it transport passengers in a commercial motor vehicle? Yes - Intrastate
Does carrier transport placardable quantities of hazardous materials? Not Applicable
Unsat/Unfit rule: Not Applicable

Corporate Contact: JOSE GUZMAN Special Study Information:
Corporate Contact Title: COMPLIANCE SUPERVISOR

Remarks:

Terminal Name: Empire Transportation Inc CA# - 326916
Terminal Address: 8800 Park St., Bellflower, Ca 90706 FCN - 245940

Rating Information:
In accordance with 13 CCR 1233, this terminal has been rated Satisfactory at this time.

MAINTENANCE PROGRAM VIOLATIONS:
See Part B.

DRIVER RECORDS VIOLATIONS:
All current and on file at this time

HOURS OF SERVICE VIOLATIONS:
See Part B.

| | | | |
|--------------------|-----|----|---------------|
| Upload Authorized: | Yes | No | |
| Authorized by: | | | Date: |
| Uploaded: | Yes | No | Failure Code: |
| Verified by: | | | Date: |



DRIVER/VEHICLE EXAMINATION REPORT

INSPECT 1.0.86



California Highway Patrol
 411 North Central Avenue, #410
 Glendale, CA 91203
 Phone: (323) 644-9557
 Internationally Accredited Agency CHP407F/343A

Report Number: CAA133370165
 Inspection Date: 05/02/2016
 Start: 6:00 AM PD End: 6:30 AM PD
 Inspection Level: V - Terminal Inspection
 HM Inspection Type: None

| | | | | |
|--|--------------------------------|--|---|------------------|
| EMPIRE TRANSPORTATION INC 8800 PARK ST BELLFLOWER, CA, 90706 USDOT: 2731988 MC/MX#: State#: 326916 Location: BELLFLOWER Highway: County: LOS ANGELES | Phone#: (562)529-2676 Fax#: | Driver: License#: Date of Birth: CoDriver: License#: Date of Birth: Milepost: Origin: N/A Destination: N/A | Shipper: N/A Bill of Lading: N/A Cargo: | State: State: |
|--|--------------------------------|--|---|------------------|

VEHICLE IDENTIFICATION

| Unit | Type | Make | Year | State | Plate | Equipment ID | VIN | GVWR | CVSA Existing | CVSA # |
|------|------|------|------|-------|---------|--------------|-------------------|-------|---------------|--------|
| 1 | BU | FORD | 2001 | CA | 6P83398 | 162 | 1FDXE45S91HB06009 | 14050 | | |

BRAKE ADJUSTMENTS

| | | |
|---------|------|------|
| Axle # | 1 | 2 |
| Right | N/A | N/A |
| Left | N/A | N/A |
| Chamber | HYDR | HYDR |

VIOLATIONS: No violations were discovered

| | | |
|---------------------------|----------|-------------|
| HazMat: No HM transported | Placard: | Cargo Tank: |
|---------------------------|----------|-------------|

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S44; Bus Type: 1; File Code Number: 245940; Fuel Type: G; Odometer: 295047; Passenger Capacity: 25; Pre-Cleared Vehicle: N; PUC: 21507; Regulated Vehicle: Y; Veh #1 Type: 10

Report Prepared By:
S. M. Middlebrooke

Badge #:
A13337

Copy Received By:



02731988 CA CAA133370165

X _____ X _____

DRIVER/VEHICLE EXAMINATION REPORT

INSPECT 1.0.86



California Highway Patrol
 411 North Central Avenue, #410
 Glendale, CA 91203
 Phone: (323) 644-9657
 Internationally Accredited Agency CHP407F/343A

Report Number: CAA133370166
 Inspection Date: 05/02/2016
 Start: 6:30 AM PD End: 7:00 AM PD
 Inspection Level: V - Terminal Inspection
 HM Inspection Type: None

EMPIRE TRANSPORTATION INC

8800 PARK ST
 BELLFLOWER, CA, 90706
 USDOT: 2731988 Phone#: (562)529-2676
 MC/MX#: State#: 326916 Fax#:

Driver: License#: State:
 Date of Birth:
 CoDriver: License#: State:
 Date of Birth:

Location: BELLFLOWER
 Highway:
 County: LOS ANGELES

Milepost: Shipper: N/A
 Origin: N/A Bill of Lading: N/A
 Destination: N/A Cargo: N/A

VEHICLE IDENTIFICATION

| Unit | Type | Make | Year | State | Plate | Equipment ID | VIN | GWR | CVSA Existing | CVSA # |
|------|------|------|------|-------|---------|--------------|-------------------|-------|---------------|--------|
| 1 | BU | FORD | 2007 | CA | 05928Y1 | 290 | 1FDXE05567DB29912 | 14050 | | |

BRAKE ADJUSTMENTS

| Axle # | 1 | 2 |
|---------|------|------|
| Right | N/A | N/A |
| Left | N/A | N/A |
| Chamber | HYDR | HYDR |

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S44; Bus Type: 1; File Code Number: 245940; Fuel Type: G; Odometer: 294744; Passenger Capacity: 14; Pre-Cleared Vehicle: N; PUC: 21507; Regulated Vehicle: Y; Veh #1 Type: 10; WC Passenger Capacity: 2

Report Prepared By:
 S. M. Middlebrooke

Badge #:
 A13337

Copy Received By:



02731988 CA CAA133370166

X _____ X _____

DRIVER/VEHICLE EXAMINATION REPORT

InSPECT 1.0.86



California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CAA133370168
Inspection Date: 05/02/2016
Start: 7:00 AM PD End: 7:30 AM PD
Inspection Level: V - Terminal Inspection
HM Inspection Type: None

EMPIRE TRANSPORTATION INC

8800 PARK ST
BELLFLOWER, CA, 90706

USDOT: 2731988

MC/MX#:

State#: 326916

Location: BELLFLOWER

Highway:

County: LOS ANGELES

Phone#: (562)529-2676

Fax#:

Driver:

License#:

Date of Birth:

CoDriver:

License#:

Date of Birth:

State:

State:

Milepost:

Shipper: N/A

Origin: N/A

Destination: N/A

Bill of Lading: N/A

Cargo: N/A

VEHICLE IDENTIFICATION

| Unit | Type | Make | Year | State | Plate | Equipment ID | VIN | GWR | CVSA Existing | CVSA # |
|------|------|------|------|-------|-------|--------------|-------------------|-------|---------------|--------|
| 1 | BU | FORD | 2011 | CA | 274NA | 263 | 1FDFE4FS0BDA46236 | 14500 | | |

BRAKE ADJUSTMENTS

| Axle # | 1 | 2 |
|---------|------|------|
| Right | N/A | N/A |
| Left | N/A | N/A |
| Chamber | HYDR | HYDR |

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S44; Bus Type: 1; File Code Number: 245940; Fuel Type: G; Odometer: 172162; Passenger Capacity: 20; Pre-Cleared Vehicle: N; PUC: 21507; Regulated Vehicle: Y; Veh #1 Type: 10

Report Prepared By:
S. M. Middlebrooke

Badge #:
A13337

Copy Received By:



02731988 CA CAA133370168

X _____ X _____

DRIVER/VEHICLE EXAMINATION REPORT

INSPECT 1.0.86



California Highway Patrol
 411 North Central Avenue, #410
 Glendale, CA 91203
 Phone: (323) 644-9567
 Internationally Accredited Agency CHP407F/343A

Report Number: CAA133370169
 Inspection Date: 05/02/2016
 Start: 7:30 AM PD End: 8:00 AM PD
 Inspection Level: V - Terminal Inspection
 HM Inspection Type: None

| | | | | |
|--|--------------------------------|--|---|------------------|
| EMPIRE TRANSPORTATION INC 8800 PARK ST BELLFLOWER, CA, 90706 USDOT: 2731988 MC/MX#: State#: 326916 Location: BELLFLOWER Highway: County: LOS ANGELES | Phone#: (562)529-2676 Fax#: | Driver: License#: Date of Birth: CoDriver: License#: Date of Birth: Milepost: Origin: N/A Destination: N/A | Shipper: N/A Bill of Lading: N/A Cargo: N/A | State: State: |
|--|--------------------------------|--|---|------------------|

VEHICLE IDENTIFICATION

| Unit | Type | Make | Year | State | Plate | Equipment ID | VIN | GVWR | CVSA Exisling | CVSA# |
|------|------|------|------|-------|-------|--------------|--------------------|-------|---------------|-------|
| 1 | BU | FORD | 2011 | CA | 111FL | 266 | 1FD FE4FS6BDA46239 | 14500 | | |

BRAKE ADJUSTMENTS

| | | |
|---------|------|------|
| Axle # | 1 | 2 |
| Right | N/A | N/A |
| Left | N/A | N/A |
| Chamber | HYDR | HYDR |

VIOLATIONS: No violations were discovered

| | | |
|---------------------------|----------|-------------|
| HazMat: No HM transported | Placard: | Cargo Tank: |
|---------------------------|----------|-------------|

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S44; Bus Type: 1; File Code Number: 245940; Fuel Type: G; Odometer: 117763; Passenger Capacity: 20; Pre-Cleared Vehicle: N; PUC: 21507; Regulated Vehicle: Y; Veh #1 Type: 10

Report Prepared By:
S. M. Middlebrooke

Badge #:
A13337

Copy Received By:



02731988 CA CAA133370169

X _____ X _____

DRIVER/VEHICLE EXAMINATION REPORT

INSPECT 1.0.86



California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CAA133370170
Inspection Date: 05/02/2016
Start: 8:00 AM PD End: 8:30 AM PD
Inspection Level: V - Terminal Inspection
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA, 90706
USDOT: 2731988 Phone#: (562)529-2676
MC/MX#: Fax#: State#: 326916
Location: BELLFLOWER Milepost: Shipper: N/A
Highway: Origin: N/A Bill of Lading: N/A
County: LOS ANGELES Destination: N/A Cargo: N/A

VEHICLE IDENTIFICATION

| Unit | Type | Make | Year | State | Plate | Equipment ID | VIN | GVWR | CVSA Existing | CVSA # |
|------|------|------|------|-------|---------|--------------|-------------------|-------|---------------|--------|
| 1 | BU | CHEV | 2008 | CA | 8V75558 | 250 | 1GBE5V1G98F408176 | 19500 | | |

BRAKE ADJUSTMENTS

| Axle # | 1 | 2 |
|---------|------|------|
| Right | N/A | N/A |
| Left | N/A | N/A |
| Chamber | HYDR | HYDR |

VIOLATIONS

| Section | Type | Unit | OOS | Citation # | Verify | Crash | Violations Discovered |
|------------------|------|------|-----|------------|--------|-------|-------------------------------------|
| 1232(A) CCR /016 | S | 1 | N | | N | N | Steering gear box leaking at bottom |

HazMat: No HM transported Placard: Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S44; Bus Type: 1; File Code Number: 245940; Fuel Type: G; Odometer: 175728; Passenger Capacity: 26; Pre-Cleared Vehicle: N; PUC: 21507; Regulated Vehicle: Y; Veh #1 Type: 10

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.

Report Prepared By:
S. M. Middlebrooke

Badge #:
A13337

Copy Received By:



02731988.CA.CAA133370170

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DRIVER/VEHICLE EXAMINATION REPORT

InSPECT 1.0.86



California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CAA133370171
Inspection Date: 05/02/2016
Start: 8:30 AM PD End: 9:00 AM PD
Inspection Level: V - Terminal Inspection
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA, 90706
USDOT: 2731988 Phone#: (562)529-2676
MC/MIX#: State#: 326916
Location: BELLFLOWER Milepost: Shipper: N/A
Highway: Origin: N/A Bill of Lading: N/A
County: LOS ANGELES Destination: N/A Cargo: N/A

VEHICLE IDENTIFICATION

Unit Type Make Year State Plate Equipment ID VIN GVWR CVSA Existing CVSA #
1 BU FORD 2006 CA 8W82662 238 1FBSS31L76DB09896 9100

BRAKE ADJUSTMENTS

Axle # 1 2
Right N/A N/A
Left N/A N/A
Chamber HYDR HYDR

VIOLATIONS

Section Type Unit QOS Citation # Verify Crash Violations Discovered
27465(B)(2) VC S 1 N N N Axle # 1 left tire worn below 4/32 Inch (repaired at scene)
1001
1242(A) CCR S 1 N N N Fire extinguisher indicating discharged (repaired at scene)

HazMat: No HM transported Placard: Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S44; Bus Type: 2; File Code Number: 245940; Fuel Type: G; Odometer: 207912; Passenger Capacity: 10; Pre-Cleared Vehicle: N; PUC: 21507; Regulated Vehicle: Y; Veh #1 Type: 10

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.

Report Prepared By:
S. M. Middlebrooke

Badge #:
A13337

Copy Received By:



02731988 CA CAA133370171

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DRIVER/VEHICLE EXAMINATION REPORT

INSPECT 1.0.86



California Highway Patrol
 411 North Central Avenue, #410
 Glendale, CA 91203
 Phone: (323) 644-9557
 Internationally Accredited Agency CHP407F/343A

Report Number: CAA133370171
 Inspection Date: 05/02/2016
 Start: 8:30 AM PD End: 9:00 AM PD
 Inspection Level: V - Terminal Inspection
 HM Inspection Type: None

EMPIRE TRANSPORTATION INC
 8800 PARK ST
 BELLFLOWER, CA, 90706
 USDOT: 2731988 Phone#: (562)529-2676
 MC/MX#: State#: 326916 Fax#: State:
 Location: BELLFLOWER Milepost: Shipper: N/A
 Highway: Origin: N/A Bill of Lading: N/A
 County: LOS ANGELES Destination: N/A Cargo: N/A

VEHICLE IDENTIFICATION

| Unit | Type | Make | Year | State | Plate | Equipment ID | VIN | GVWR | CVSA Existing | CVSA # |
|------|------|------|------|-------|---------|--------------|-------------------|------|---------------|--------|
| 1 | BU | FORD | 2006 | CA | 8W82662 | 238 | 1FBSS31L76DB09896 | 9100 | | |

BRAKE ADJUSTMENTS

| Axle # | 1 | 2 |
|---------|------|------|
| Right | N/A | N/A |
| Left | N/A | N/A |
| Chamber | HYDR | HYDR |

VIOLATIONS

| Section | Type | Unit | OOS | Citation # | Verify | Crash | Violations Discovered |
|----------------|------|------|-----|------------|--------|-------|---|
| 27465(B)(2) VC | S | 1 | N | | N | N | Axle # 1 left tire worn below 4/32 Inch (repaired at scene) |
| /001 | | | | | | | |
| 1242(A) CCR | S | 1 | N | | N | N | Fire extinguisher indicating discharged (repaired at scene) |

HazMat: No HM transported Placard: Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S44; Bus Type: 2; File Code Number: 245940; Fuel Type: G; Odometer: 207912; Passenger Capacity: 10; Pre-Cleared Vehicle: N; PUC: 21507; Regulated Vehicle: Y; Veh #1 Type: 10

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.

Report Prepared By:
 S. M. Middlebrooke

Badge #:
 A13337

Copy Received By:



02731988 CA CAA133370171

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DRIVER/VEHICLE EXAMINATION REPORT

IN SPECT 1.0.86



California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CAA133370172
Inspection Date: 05/02/2016
Start: 9:00 AM PD End: 9:30 AM PD
Inspection Level: V - Terminal Inspection
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA, 90706
USDOT: 2731988 Phone#: (562)529-2676
MIC/MX#: State#: 326916
Location: BELLFLOWER
Highway: Milepost: Shipper: N/A
County: LOS ANGELES Origin: N/A Bill of Lading: N/A
Destination: N/A Cargo: N/A

VEHICLE IDENTIFICATION

| Unit | Type | Make | Year | State | Plate | Equipment ID | VIN | GWR | CVSA Existing | CVSA # |
|------|------|------|------|-------|---------|--------------|-------------------|------|---------------|--------|
| 1 | BU | FORD | 1999 | CA | 6E15820 | 103 | 1FBSS31S8XHC17896 | 9300 | | |

BRAKE ADJUSTMENTS

| Axle # | 1 | 2 |
|---------|------|------|
| Right | N/A | N/A |
| Left | N/A | N/A |
| Chamber | HYDR | HYDR |

VIOLATIONS

| Section | Type | Unit | QOS | Citation # | Verify | Crash | Violations | Discovered |
|-------------|------|------|-----|------------|--------|-------|---|------------|
| 1242(A) CCR | S | 1 | N | | N | N | Fire extinguisher Indicating discharged (repaired at scene) | |

HazMat: No HM transported Placard: Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S44; Bus Type: 2; File Code Number: 245940; Fuel Type: G; Odometer: 333876; Passenger Capacity: 14; Pre-Cleared Vehicle: N; PUC: 21607; Regulated Vehicle: Y; Veh #1 Type: 10

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures, DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.

Report Prepared By:
S. M. Middlebrooke

Badge #:
A13337

Copy Received By:



02731988 CA CAA133370172

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DRIVER/VEHICLE EXAMINATION REPORT

InSPECT 1.0.86



California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CAA133370173
Inspection Date: 05/02/2016
Start: 9:30 AM PD End: 10:00 AM PD
Inspection Level: V - Terminal Inspection
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA, 90706
USDOT: 2731988 Phone#: (562)529-2676
MC/MX#: State#: 326916 Fax#: State:
Location: BELLFLOWER Milepost: Shipper: N/A
Highway: Origin: N/A Bill of Lading: N/A
County: LOS ANGELES Destination: N/A Cargo: N/A

VEHICLE IDENTIFICATION

| Unit | Type | Make | Year | State | Plate | Equipment ID | VIN | GVWR | CVSA Existing | CVSA # |
|------|------|------|------|-------|---------|--------------|-------------------|------|---------------|--------|
| 1 | BU | CHEV | 2001 | CA | 8W30805 | 145 | 1GAHG39R511143287 | 9500 | | |

BRAKE ADJUSTMENTS

Axle # 1 2
Right
Left
Chamber

VIOLATIONS: No violations were discovered

HazMat: No HM transported Placard: Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S44; Bus Type: 2; File Code Number: 245940; Fuel Type: G; Odometer: 365959; Passenger Capacity: 14; Pre-Cleared Vehicle: N; PUC: 21507; Regulated Vehicle: Y; Veh #1 Type: 10

Report Prepared By:
S. M. Middlebrooke

Badge #:
A13337

Copy Received By:



02731988 CA CAA133370173

X _____ X _____

DRIVER/VEHICLE EXAMINATION REPORT

INSPECT 1.0.86



California Highway Patrol
 411 North Central Avenue, #410
 Glendale, CA 91203
 Phone: (323) 844-9557
 Internationally Accredited Agency CHP407F/343A

Report Number: CAA133370174
 Inspection Date: 05/02/2016
 Start: 10:00 AM PD End: 10:30 AM PD
 Inspection Level: V - Terminal Inspection
 HM Inspection Type: None

EMPIRE TRANSPORTATION INC
 8800 PARK ST
 BELLFLOWER, CA, 90706
 USDOT: 2731988 Phone#: (662)529-2676
 MC/MX#: State#: 326916 Fax#: State:
 Location: BELLFLOWER Milepost: Shipper: N/A
 Highway: Origin: N/A Bill of Lading: N/A
 County: LOS ANGELES Destination: N/A Cargo: N/A

VEHICLE IDENTIFICATION

| Unit | Type | Make | Year | State | Plate | Equipment ID | VIN | GVWR | CVSA Existing | CVSA # |
|------|------|------|------|-------|---------|--------------|-------------------|-------|---------------|--------|
| 1 | BU | FORD | 2011 | CA | 8Z56596 | 262 | 1FD4E4FS9BDA46235 | 14500 | | |

BRAKE ADJUSTMENTS

| Axle # | 1 | 2 |
|---------|------|------|
| Right | N/A | N/A |
| Left | N/A | N/A |
| Chamber | HYDR | HYDR |

VIOLATIONS

| Section | Type | Unit | OOS | Citation # | Verify | Crash | Violations Discovered |
|-----------------|------|------|-----|------------|--------|-------|--|
| 1232(A) VC /026 | S | 1 | N | | N | N | Crossmember between axle # 2 and rear bumper bent and broken at weld to right side of frame rail |
| 1232(C) CCR | S | 1 | N | | N | N | Oil leak at rear of transmission extension housing |

HazMat: No HM transported Placard: Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S44; Bus Type: 1; File Code Number: 245940; Fuel Type: G; Odometer: 108375; Passenger Capacity: 14; Pre-Cleared Vehicle: N; PUC: 21507; Regulated Vehicle: Y; Veh #1 Type: 10; WC Passenger Capacity: 2

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.

Report Prepared By:
 S. M. Middlebrooke

Badge #:
 A13337

Copy Received By:



02731988 CA CAA133370174

X _____ X _____

DRIVER/VEHICLE EXAMINATION REPORT

INSPECT 1.0.86



California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CAA133370175
Inspection Date: 05/02/2016
Start: 10:30 AM PD End: 11:00 AM PD
Inspection Level: V - Terminal Inspection
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA, 90706
USDOT: 2731988 Phone#: (562)529-2676
MC/MX#: State#: 326916 Fax#:
Location: BELLFLOWER Milepost: Shipper: N/A
Highway: Origin: N/A Bill of Lading: N/A
County: LOS ANGELES Destination: N/A Cargo: N/A

VEHICLE IDENTIFICATION

Unfl Type Make Year State Plate Equipment ID VIN GVWR CVSA Existing CVSA #
1 BU FORD 2011 CA 918HN 267 1FDFE4FS2BDA46240 14500

BRAKE ADJUSTMENTS

Axle # 1 2
Right N/A N/A
Left N/A N/A
Chamber HYDR HYDR

VIOLATIONS: No violations were discovered

HazMat: No HM transported Placard: Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S44; Bus Type: 1; File Code Number: 245940; Fuel Type: G; Odometer: 157935; Passenger Capacity: 14; Pre-Cleared Vehicle: N; PUC: 21507; Regulated Vehicle: Y; Veh #1 Type: 10; WC Passenger Capacity: 2

Report Prepared By:
S. M. Middlebrooke

Badge #:
A13337

Copy Received By:



02731988 CA CAA133370175

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DRIVER/VEHICLE EXAMINATION REPORT

inSPECT 1.0.86



California Highway Patrol
 411 North Central Avenue, #410
 Glendale, CA 91203
 Phone: (323) 644-9557
 Internationally Accredited Agency CHP407F/343A

Report Number: CAA133370176
 Inspection Date: 05/02/2016
 Start: 12:00 PM PD End: 12:30 PM PD
 Inspection Level: V - Terminal Inspection
 HM Inspection Type: None

EMPIRE TRANSPORTATION INC
 8800 PARK ST
 BELLFLOWER, CA, 90706
 USDOT: 2731988 Phone#: (562)529-2676
 MC/MX#: Fax#: State:
 State#: 326916 Date of Birth:
 Location: BELLFLOWER Milepost: Shipper: N/A
 Highway: Origin: N/A Bill of Lading: N/A
 County: LOS ANGELES Destination: N/A Cargo: N/A

VEHICLE IDENTIFICATION

| Unit | Type | Make | Year | State | Plate | Equipment ID | VIN | GVWR | CVSA Existing | CVSA # |
|------|------|------|------|-------|---------|--------------|-------------------|-------|---------------|--------|
| 1 | BU | FORD | 2003 | CA | 8X79074 | 198 | 1FDWE35L63HA97724 | 11500 | | |

BRAKE ADJUSTMENTS

| Axle # | 1 | 2 |
|---------|------|------|
| Right | N/A | N/A |
| Left | N/A | N/A |
| Chamber | HYDR | HYDR |

VIOLATIONS

| Section | Type | Unit | OOS | Citation # | Verify Crash | Violations Discovered |
|----------|------|------|-----|------------|--------------|---------------------------|
| 1248 CCR | S | 1 | N | | N N | Battery hold down missing |

HazMat: No HM transported Placard: Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S44; Bus Type: 1; File Code Number: 245940; Fuel Type: G; Odometer: 222901; Passenger Capacity: 20; Pre-Cleared Vehicle: N; PUC: 21507; Regulated Vehicle: Y; Veh #1 Type: 10

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.

Report Prepared By:
 S. M. Middlebrooke

Badge #:
 A13337

Copy Received By:



02731988 CA CAA133370176

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DRIVER/VEHICLE EXAMINATION REPORT

INSPECT 1.0.86



California Highway Patrol
 411 North Central Avenue, #410
 Glendale, CA 91203
 Phone: (323) 644-9557
 Internationally Accredited Agency CHP407F/343A

Report Number: CAA133370178
 Inspection Date: 05/02/2016
 Start: 1:00 PM PD End: 1:30 PM PD
 Inspection Level: V - Terminal Inspection
 HM Inspection Type: None

EMPIRE TRANSPORTATION INC
 8800 PARK ST
 BELLFLOWER, CA, 90706
 USDOT: 2731988 Phone#: (562)529-2676
 MC/MX#: Fax#: State#: 326916
 Location: BELLFLOWER Milepost: Shipper: N/A
 Highway: Origin: N/A Bill of Lading: N/A
 County: LOS ANGELES Destination: N/A Cargo: N/A

VEHICLE IDENTIFICATION

| Unit | Type | Make | Year | State | Plate | Equipment ID | VIN | GWR | CVSA Existing | CVSA # |
|------|------|------|------|-------|-------|--------------|-------------------|-------|---------------|--------|
| 1 | BU | FORD | 2011 | CA | 102FL | 264 | 1FDFE4FS2BDA46237 | 14500 | | |

BRAKE ADJUSTMENTS

| Axle # | 1 | 2 |
|---------|------|------|
| Right | N/A | N/A |
| Left | N/A | N/A |
| Chamber | HYDR | HYDR |

VIOLATIONS

| Section | Type | Unit | OOS | Citation # | VerifyCrash | Violations Discovered |
|-------------|------|------|-----|------------|-------------|--|
| 1232(C) OCR | S | 1 | N | | N | N Oil leak at rear of transmission extension housing |

HazMat: No HM transported Placard: Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S44; Bus Type: 1; File Code Number: 245940; Fuel Type: G; Odometer: 131667; Passenger Capacity: 16; Pre-Cleared Vehicle: N; PUC: 21507; Regulated Vehicle: Y; Veh #1 Type: 10; WC Passenger Capacity: 2

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.

Report Prepared By:
 S. M. Middlebrooke

Badge #:
 A13337

Copy Received By:



02731988 CA CAA133370178

X _____ X _____

DRIVER/VEHICLE EXAMINATION REPORT

INSPECT 1.0.86



California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9657
Internationally Accredited Agency CHP407F/343A

Report Number: CAA133370177
Inspection Date: 05/02/2016
Start: 1:30 PM PD End: 2:00 PM PD
Inspection Level: V - Terminal Inspection
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA, 90706
USDOT: 2731988 Phone#: (562)529-2676
MC/MX#: Fax#:
State#: 326916
Location: BELLFLOWER Milepost: Shipper: N/A
Highway: Origin: N/A Bill of Lading: N/A
County: LOS ANGELES Destination: N/A Cargo: N/A

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate, Equipment ID, VIN, GVWR, CVSA Existing, CVSA #

BRAKE ADJUSTMENTS

Axle # 1 2
Right N/A N/A
Left N/A N/A
Chamber HYDR HYDR

VIOLATIONS

Table with columns: Section, Type, Unit, OOS, Citation #, Verify Crash, Violations Discovered

Placard: Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S44; Bus Type: 1; File Code Number: 245940; Fuel Type: G; Odometer: 285590; Passenger Capacity: 12; Pre-Cleared Vehicle: N; PUC: 21507; Regulated Vehicle: Y; Veh #1 Type: 10; WC Passenger Capacity: 3

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.

Report Prepared By: S. M. Middlebrooke

Badge #: A13337

Copy Received By:



02731988 CA CAA133370177

X _____ X _____

DRIVER/VEHICLE EXAMINATION REPORT

INSPECT 1.0.86



California Highway Patrol
 411 North Central Avenue, #410
 Glendale, CA 91203
 Phone: (323) 644-9557
 Internationally Accredited Agency CHP407F/343A

Report Number: CAA133370180
 Inspection Date: 05/02/2016
 Start: 2:00 PM PD End: 2:30 PM PD
 Inspection Level: V - Terminal Inspection
 HM Inspection Type: None

EMPIRE TRANSPORTATION INC
 8800 PARK ST
 BELLFLOWER, CA, 90706
 USDOT: 2731988 Phone#: (562)529-2676
 MC/MX#: State#: 326916 Fax#: State:
 Location: BELLFLOWER Milepost: Shipper: N/A
 Highway: Origin: N/A Bill of Lading: N/A
 County: LOS ANGELES Destination: N/A Cargo: N/A

VEHICLE IDENTIFICATION

| Unit | Type | Make | Year | State | Plate | Equipment ID | VIN | GVWR | CVSA Existing | CVSA # |
|------|------|------|------|-------|---------|--------------|-------------------|-------|---------------|--------|
| 1 | BU | FORD | 2007 | CA | 0593141 | 302 | 1FDXE45S67DB29909 | 14050 | | |

BRAKE ADJUSTMENTS

| Axle # | 1 | 2 |
|---------|------|------|
| Right | N/A | N/A |
| Left | N/A | N/A |
| Chamber | HYDR | HYDR |

VIOLATIONS

| Section | Type | Unit | QOS | Citation # | Verify Crash | Violations Discovered |
|------------------|------|------|-----|------------|--------------|----------------------------------|
| 1232(A) CCR /001 | S | 1 | N | | N | N Wheel chair lift not deploying |

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S44; Bus Type: 1; File Code Number: 245940; Fuel Type: G; Odometer: 306192; Passenger Capacity: 12; Pre-Cleared Vehicle: N; PUC: 21507; Regulated Vehicle: Y; Veh #1 Type: 10; WC Passenger Capacity: 2

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.

Report Prepared By:
 S. M. Middlebrooke

Badge #:
 A13337

Copy Received By:



02731988 CA CAA133370180

X _____

X _____

This report contains CONFIDENTIAL pages.

Pages ____ of ____

| | | | |
|--|-------------------------------------|-------------------------|-----------------------|
| CARRIER NAME EMPIRE TRANSPORTATION INC | CA NUMBER 326916 | LOC. CODE 550 | SUBAREA S44 |
| STREET ADDRESS, CITY, STATE, ZIP CODE 8800 PARK ST, BELLFLOWER, CA 90706 | PHONE NUMBER 562-529-2676 | DATE | |
| CARRIER REPRESENTATIVE JOSE GUZMAN | TITLE SAFETY MANAGER | TIME IN | TIME OUT |
| INSPECTION LOCATION (IF OTHER THAN THE CARRIER'S PRINCIPAL PLACE OF BUSINESS) 8800 PARK ST, BELLFLOWER, CA 90706 | U.S. DOT NUMBER 2731988 | MC NUMBER N/A | |

On this date, the above named motor carrier was inspected by the California Highway Patrol. The inspection evaluated the carrier's compliance with the following requirements:

- CONTROLLED SUBSTANCE AND ALCOHOL TESTING PROGRAM [VC 34520 & 49 CFR 382]
- OTHER: _____

REMARKS

Carrier is enrolled in a random controlled substance and alcohol testing program with:

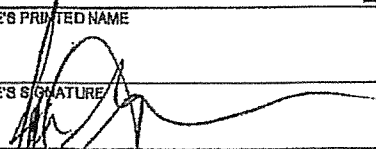
GAMINO & ASSOCIATES
525 W. BRADLEY
EL CAJON, CA 92020
P: 619-334-2145

As a result of the inspection noted above, this carrier was assigned a compliance rating of SATISFACTORY. This rating applies only to carrier requirements - Terminals are rated separately.


| | | | | | |
|---|-----------------------------------|--|--|--|---------------------|
| RATING HISTORY 1 <u>S</u> 2 <u>S</u> 3 <u>S</u> 4 <u>S</u> | NUMBER OF RECORDS INSPECTED 40 | NUMBER OF VIOLATIONS 0 | CHP 345 ISSUED <input type="checkbox"/> | SUSPENSE DATE <input checked="" type="checkbox"/> Auto <input type="checkbox"/> None | CHP 1000 COLUMN NO. |
| INSPECTED BY (NAME) S.MIDDLEBROOKE | ID NUMBER A13337 | CARRIER TYPE <input type="checkbox"/> Truck <input checked="" type="checkbox"/> Bus | | | |

MOTOR CARRIER CERTIFICATION

I hereby certify that all violations recorded hereon and on the attached pages 2 through _____ will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the Southern Division Motor Carrier Safety Unit Supervisor at **323-644-9557** within 5 calendar days of the rating.

| | | |
|---|---|---------------------------------|
| CARRIER REPRESENTATIVE'S PRINTED NAME JOSE GUZMAN | TITLE SAFETY MANAGER | DRIVER LICENSE NUMBER AND STATE |
| CARRIER REPRESENTATIVE'S SIGNATURE  | CURRENT CARRIER RATING SATISFACTORY | DATE 05/11/16 |

California Highway Patrol

| | | | | |
|---|--|---|---|---|
|  | US DOT # 2731988 | Legal: EMPIRE TRANSPORTATION INC | | |
| | | Operating (DBA): | | |
| CMX #: | State #: 326916 | Federal Tax ID: | | |
| Review Type: Non-ratable Review - Special Study | | | | |
| Scope: Terminal | Location of Review/Audit: Company facility in the U. S. | | Territory: C | |
| Operation Types | Interstate | Intrastate | | |
| Carrier: N/A | | Non-HM | Business: Corporation | |
| Shipper: N/A | | N/A | Gross Revenue: for year ending: | |
| Cargo Tank: N/A | | | | |
| Company Physical Address: | | | | |
| 8800 PARK ST BELLFLOWER, CA 90706 | | | | |
| Contact Name: JOSE GUZMAN | | | | |
| Phone numbers: (1) 562- 529-2676 (2) Fax | | | | |
| E-Mail Address: | | | | |
| Company Mailing Address: | | | | |
| 8800 PARK ST BELLFLOWER, CA 90706 | | | | |
| Carrier Classification | | | | |
| Private Passenger, Business | | Other: INTRASTATE | | |
| Cargo Classification | | | | |
| Passengers | | Other: MOBILE MECHANIC | | |
| Equipment | | | | |
| | Owned | Term Leased | Trip Leased | |
| Truck | 1 | 0 | 0 | Minibus, 16+ |
| Van, 9-15 | 22 | 0 | 0 | Owned Term Leased Trip Leased 50 0 0 |
| Power units used in the U.S.: 73 | | | | |
| Percentage of time used in the U.S.: 100 | | | | |
| Does carrier transport placardable quantities of HM? No | | | | |
| Is an HM Permit required? N/A | | | | |
| Driver Information | | | | |
| | Inter | Intra | Average trip leased drivers/month: 0 | |
| < 100 Miles: | | 321 | Total Drivers: 321 | |
| >= 100 Miles: | | | CDL Drivers: | |





EMPIRE TRANSPORTATION INC - Terminal
U.S. DOT #: 2731988

State #: 326916

Review Date:
05/11/2016

Part A

QUESTIONS regarding this report may be directed to the Southern Division
Motor Carrier Safety Unit at:

437 North Vermont Ave
Los Angeles, CA 9004
(323) 644-9557

This TERMINAL REVIEW deals only with safety compliance at this terminal.

Person(s) Interviewed

Name: JOSE GUZMAN

Title: SAFETY MANAGER

Name:

Title:





EMPIRE TRANSPORTATION INC - Terminal
U.S. DOT #: 2731988

State #: 326916

Review Date:
05/11/2016

Part B Violations

Safety Fitness Rating Information:

Total Miles Operated 500,000
Recordable Accidents 0

OOS Vehicle (CR): 0
Number of Vehicle Inspected (CR): 0
OOS Vehicle (MCMIS): 0
Number of Vehicles Inspected (MCMIS): 0

Your proposed safety rating is :

This Review is not Rated.





EMPIRE TRANSPORTATION INC - Terminal
U.S. DOT #: 2731988

State #: 326916

Review Date:
05/11/2016

Part B Requirements and/or Recommendations

1. Forms and publications are available at the CHP internet website at: <http://www.chp.ca.gov/publications/index.html>





EMPIRE TRANSPORTATION INC - Terminal
U.S. DOT #: 2731988

State #: 326916

Review Date:
05/11/2016

Part C

Reason for Review: Other CSAT
Planned Action: Compliance Monitoring

Parts Reviewed Certification:

325 382 383 387 390 391 392 393 395 396 397 398 399 171 172 173 177 178 180

| | | | |
|----------------------|---------------------------|---------------------------------|----------------|
| <u>Prior Reviews</u> | <u>Prior Prosecutions</u> | Reason not Rated: Special Study | Study Code: CA |
| 7/9/2015 | | | |
| 6/18/2014 | | | |
| 6/19/2013 | | | |

Unsat/Unfit Information

Is the motor carrier of passengers subject to the safety fitness procedures contained in 49 CFR part 385 subpart A, AND does it transport passengers in a commercial motor vehicle? Yes - Intrastate
Does carrier transport placardable quantities of hazardous materials? Not Applicable
Unsat/Unfit rule: Not Applicable

Corporate Contact: JOSE GUZMAN
Corporate Contact Title: SAFETY MANAGER

Special Study Information:

Remarks:

Terminal Name: Empire Transportation CA# - 326916
Terminal Address: 8800 Park St., Bellflower, Ca 90706 FCN - 245940

Rating Information:

In accordance with 13 CCR 1233, this carrier has been rated Satisfactory at this time.

CSAT PROGRAM VIOLATIONS:

All records are current and on file at this time.

| | | |
|--------------------|-----|---------------|
| Upload Authorized: | Yes | No |
| Authorized by: | | Date: |
| Uploaded: | Yes | No |
| Verified by: | | Date: |
| | | Failure Code: |



FLEET MANAGER CERTIFICATIONS



National Institute for
AUTOMOTIVE SERVICE EXCELLENCE

ASE Certification Status

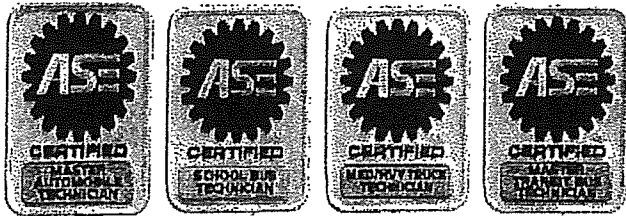
Daniel Martinez

Created: December 21, 2017

6:42:22 PM

ASE ID: ASE-1588-7863

This individual currently has the ASE certification status shown below:



Current ASE Designations

| Certificates | Test Series |
|-------------------------------|-----------------------|
| Master Automobile Technician | A: Auto |
| Master Transit Bus Technician | H: Transit Bus |
| School Bus Technician | S: School Bus |
| Medium/Heavy Truck Technician | T: Medium/Heavy Truck |

ASE Certification Details

| Test | Description | Expiration Date | Status |
|------|----------------------------------|-----------------|---------|
| A1 | Engine Repair | 12/31/2022 | Current |
| A2 | Automatic Transmission/Transaxle | 06/30/2019 | Current |
| A3 | Manual Drive Train and Axles | 12/31/2022 | Current |
| A4 | Suspension and Steering | 06/30/2022 | Current |
| A5 | Brakes | 06/30/2022 | Current |
| A6 | Electrical/Electronic Systems | 12/31/2022 | Current |
| A7 | Heating and Air Conditioning | 06/30/2019 | Current |
| A8 | Engine Performance | 06/30/2019 | Current |
| H2 | Diesel Engines | 06/30/2019 | Current |
| H3 | Drive Train and Transmission | 06/30/2022 | Current |
| H4 | Brakes | 12/31/2022 | Current |
| H5 | Suspension and Steering | 06/30/2019 | Current |
| H6 | Electrical/Electronic Systems | 12/31/2022 | Current |



National Institute for
AUTOMOTIVE SERVICE EXCELLENCE

ASE Certification Status

Daniel Martinez

Created: December 21, 2017

6:42:22 PM

ASE ID: ASE-1588-7863

ASE Certification Details

| Test | Description | Expiration Date | Status |
|------|---------------------------------------|-----------------|---------|
| H7 | Heating, Ventilation, and A/C | 06/30/2019 | Current |
| H8 | Preventive Maintenance and Inspection | 06/30/2022 | Current |
| S4 | Brakes | 06/30/2022 | Current |
| S5 | Suspension and Steering | 06/30/2019 | Current |
| T2 | Diesel Engines | 06/30/2019 | Current |
| T3 | Drive Train | 06/30/2019 | Current |
| T4 | Brakes | 06/30/2022 | Current |
| T5 | Suspension and Steering | 06/30/2019 | Current |
| T6 | Electrical/Electronic Systems | 06/30/2017 | Expired |
| T7 | Heating, Ventilation, and A/C | 06/30/2019 | Current |
| T8 | Preventive Maintenance and Inspection | 06/30/2022 | Current |

To become ASE certified, you must pass an ASE test and have the required amount of relevant hands-on work experience. You can download the Work Experience Form at www.ase.com/expform.

Any expired certification can be reinstated by taking the corresponding recertification test. If you have any questions, please contact us.

Sincerely,
ASE Customer Service
E-mail: contactus@ase.com

Phone: 1-800-390-6789
Fax: (703) 669-6122



Universal Technical
Institute

Certificate of Completion

MARTINEZ, DANIEL

has successfully completed the Universal Technical
Institute Refrigerant Recovery & Recycling
Certification Program for
Section 609 of the CAA

547851811

6/03/03

Certification Number

Date

1-800-859-7249

SAMPLE DRIVERS' LICENSES

CALIFORNIA COMMERCIAL DRIVER LICENSE

LN GONZALEZ
FN ALFONSO

DOB: [REDACTED]
SEX: M HAIR: BLK EYES: BLU

CLASS: B-VN, No A & No WC
ENDORSEMENTS: P Passenger
RESTRICTIONS: E4 Class A/B limited to vehicle with automatic transmission

120166

Rev 04/16/2010

[REDACTED]

CLASS: B-VN, No A & No WC
ENDORSEMENTS: P Passenger
RESTRICTIONS: E4 Class A/B limited to vehicle with automatic transmission

This license is issued at a Bureau to drive a motor vehicle; it does not establish eligibility for employment, voter registration or public benefits.

120166

Rev 04/16/2010

13

CALIFORNIA

COMMERCIAL
DRIVER LICENSE

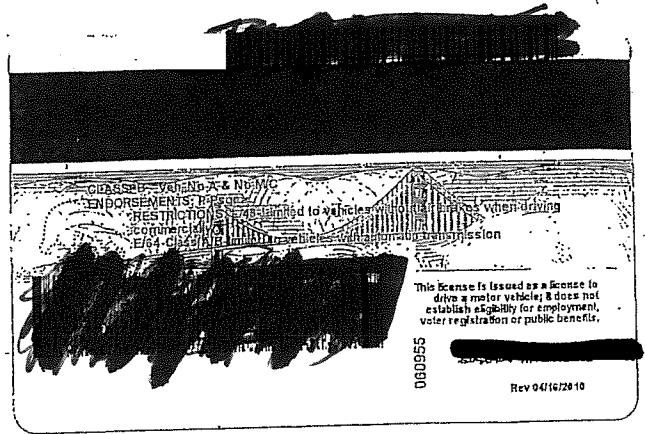
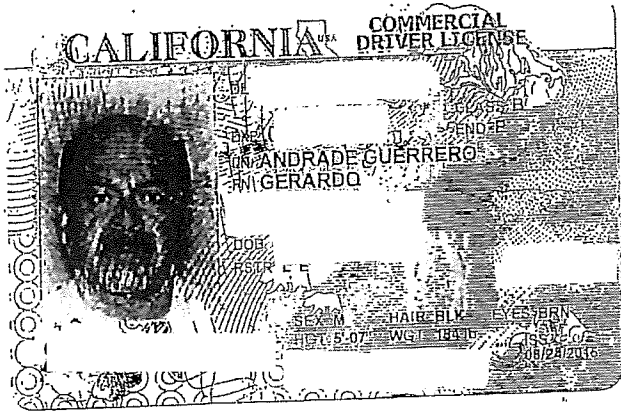


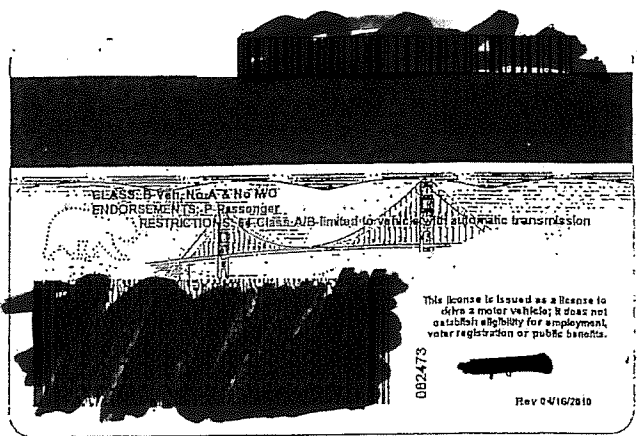
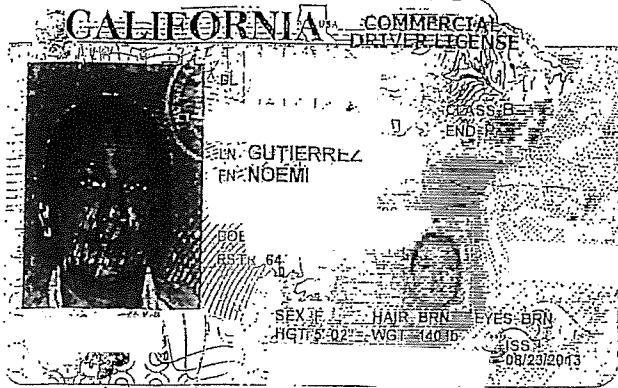
GOMEZ
LYDIA

CLASS B
END P

DOB
SEX
HEIGHT
WEIGHT
HAIR
EYES

Handwritten signature or initials.





(Handwritten mark)

CALIFORNIA VERIFICATION OF TRANSIT TRAINING DOCUMENT

DATE OF BIRTH _____ EXPIRES BIRTHDAY _____ DRIVER LICENSE NO. _____ STATE _____

FULL NAME **Noemi Gutierrez**

STREET NUMBER _____

CITY _____

SIGNATURE OF LICENSEE

Valid only for operation of transit buses when accompanied by a license of the appropriate class, valid for driving in California.

Date Issued **08/23/13** Fee Paid \$10.00

C. Bouch
AUTHORIZED DMV EMPLOYEE DMV ID NUMBER **606 72**

DL 250A (NEW 4/90) **SEE OVER FOR RESTRICTIONS, IF ANY**

CUT ON DOTTED LINE

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR
EDMUND D. EDELMAN CHILDREN'S COURT SHUTTLE AND
WELLNESS CENTER SHUTTLE SERVICES**

| | Small-Sized Business Category Proposer Name | Local SBE | SBE | Minority | Women | Disadvantaged | DisabledVet |
|---|---|------------------|------------|-----------------|--------------|----------------------|--------------------|
| 1 | None | n/a | n/a | n/a | n/a | n/a | n/a |
| | Medium-Sized Business Category Proposer Name | | | | | | |
| 2 | None | n/a | n/a | n/a | n/a | n/a | n/a |
| | Large-Sized Business Category Proposer Name | | | | | | |
| 3 | Empire Transportation, Inc. | n/a | n/a | X | n/a | n/a | n/a |

NON-SELECTED FIRMS

| | Small-Sized Business Category Proposer Name | Local SBE | SBE | Minority | Women | Disadvantaged | DisabledVet |
|---|---|------------------|------------|-----------------|--------------|----------------------|--------------------|
| 1 | None | n/a | n/a | n/a | n/a | n/a | n/a |
| | Medium-Sized Business Category Proposer Name | | | | | | |
| 2 | None | n/a | n/a | n/a | n/a | n/a | n/a |
| | Large-Sized Business Category Proposer Name | | | | | | |
| 3 | Southland Transit, Inc. | n/a | n/a | n/a | n/a | n/a | n/a |

*Information provided by Proposers in response to the IFB. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR
EDMUND D. EDELMAN CHILDREN'S COURT SHUTTLE AND
WELLNESS CENTER SHUTTLE SERVICES**

| | | |
|--------------------------|-----------------------------|-------------------------|
| FIRM INFORMATION* | Empire Transportation, Inc. | Southland Transit, Inc. |
|--------------------------|-----------------------------|-------------------------|

| | | |
|---------------------------|-------------|-------------|
| BUSINESS STRUCTURE | Corporation | Corporation |
|---------------------------|-------------|-------------|

| CULTURAL/ETHNIC COMPOSITION | | NUMBER/% OF OWNERSHIP | |
|------------------------------------|--------------------------------|------------------------------|-------|
| OWNERS/PARTNERS | Black/African American | 0 | 0 |
| | Hispanic/Latino | 2/70% | 0 |
| | Asian or Pacific Islander | 0 | 0 |
| | American Indian | 0 | 0 |
| | Filipino | 0 | 0 |
| | White | 0 | 3/67% |
| | <i>Female (included above)</i> | 1/30% | 1/33% |
| NUMBER | | | |
| MANAGER | Black/African American | 0 | 3 |
| | Hispanic/Latino | 20 | 6 |
| | Asian or Pacific Islander | 0 | 0 |
| | American Indian | 0 | 0 |
| | Filipino | 0 | 0 |
| | White | 0 | 4 |
| | <i>Female (included above)</i> | 8 | 5 |
| STAFF | Black/African American | 102 | 205 |
| | Hispanic/Latino | 267 | 22 |
| | Asian or Pacific Islander | 12 | 74 |
| | American Indian | 2 | 8 |
| | Filipino | 7 | 0 |
| | White | 71 | 106 |
| | <i>Female (included above)</i> | 177 | 169 |
| Total # of Employees | | 481 | 428 |

| COUNTY CERTIFICATION | | |
|-----------------------------|-----|-----|
| CBE | N/A | N/A |
| LSBE | N/A | N/A |

| | | |
|--------------------------------|--------------------------------|-----|
| OTHER CERTIFYING AGENCY | City of Los Angeles and SCMSDC | N/A |
|--------------------------------|--------------------------------|-----|

*Information provided by Proposers in response to the IFB. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.

Bid Detail Information

Bid Number : PW-AED965

Bid Title : RFSQ for Fixed Route and Dial-A-Ride Transit Services (2016-SQPA001)

Bid Type : Service

Department : Public Works

Commodity : BUS - TRANSIT (COACH-MINI) CONVENTIONAL

Open Date : 5/2/2016

Closing Date : Continuous

Bid Amount : \$ 0

Bid Download : Not Available

Bid Description : PLEASE TAKE NOTICE that Public Works requests Statement of Qualifications (SOQ) for Fixed Route and Dial-A-Ride Transit Services (2016-SQPA001). The purpose of this solicitation is to establish a qualified list of contractors that can perform work when Public Works anticipates the need for fixed route and Dial-A-Ride transit services. The Request for Statement of Qualifications (RFSQ) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://dpw.lacounty.gov/aed/contracts> or may be requested from Mr. Eric Fong at (626) 458 4077 or erfong@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <http://dpw.lacounty.gov/cbad/servicecontracts>.

Minimum Requirements: Proposers must meet all minimum requirements set forth in the RFSQ document including, but not limited to:

No Subcontractors will be allowed to fulfill any of the following Minimum Requirements.

1. Proposer must have a minimum of three years of experience providing the same or similar fixed route or paratransit services for governmental or social service agency(ies). Please use Form PW-19, Proposer's Compliance with the Minimum Requirements of the RFSQ.
2. Proposer must provide copies of all "Satisfactory" California Highway Patrol Safety Compliance Inspections or passed all reinspections of the Proposer's maintenance facilities or terminals to be used for the proposed contract for the prior three 13-month inspections (California Vehicle Code 34501[c]). If the proposer has not performed services in California, the proposer must provide copies of a similar vehicle, maintenance facilities or terminals inspection for the prior three years by a governmental agency. Please use Form PW-19, Proposer's Compliance with the Minimum Requirements of the RFSQ.

Once the need to utilize the contractors' services is identified, Public Works will send out an Invitation for Bids to all contractors in the qualified list with a specific work description, price sheets, and additional requirements for the bids to be considered responsive and responsible. Some of the requirements may include, but are not limited to, additional licenses/certificates, and/or additional experience and equipment requirements.

A Proposers' Conference will be held on Tuesday, May 17, 2016, at 9 a.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room A. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, Proposers must submit questions in writing and request information for this solicitation within three business days from the date of the conference.

This solicitation will remain open continuously at the discretion of the County. The RFSQ Proposers' Mandatory Conference may be offered annually or as needed depending on the needs of the County.

This RFSQ process may take several weeks to process before a Qualified Contractors list is generated. Therefore, it is imperative that Proposers return all SOQ material no later than Tuesday May 31, 2016, at 5:30 p.m.

Proposers who attended the Proposers' Mandatory Conference but miss the above deadline may not submit Statement of Qualifications until January 2, 2017. No SOQ will be accepted without verification of the proposer attending the Mandatory Conference as stated above. SOQ's received after this date will be reviewed in the order they are submitted to Public Works based on the time indicated by the Public Works cashier's office time stamp.

Contact Name : Eric Fong