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

GAIL FARBER, Director

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

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

22 August 16, 2011

SACHI A. HAMAI
EXECUTIVE OFFICER

August 16, 2011

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:

AWARD OF CONTRACT FOR LENNOX AND ATHENS SHUTTLE SERVICES IN THE UNINCORPORATED COUNTY COMMUNITIES OF LENNOX AND ATHENS (SUPERVISORIAL DISTRICT 2) (3 VOTES)

SUBJECT

This action is to award a contract for two community shuttle services in the unincorporated County communities of Lennox and Athens.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the contract work is statutorily exempt from the provisions of the California Environmental Quality Act.

2. Find that these services can be more economically performed by an independent contractor than by County of Los Angeles employees.

3. Award the contract to Diversified Transportation LLC, d.b.a. Tectrans, for Lennox and Athens Shuttle Services in the annual sum of $280,635, which includes $30,000 for major vehicle repair work to County-provided service vehicles and for any fuel cost adjustments in accordance with the contract with a potential maximum contract sum of $1,543,493 to Diversified Transportation LLC, d.b.a. Tectrans, and instruct the Mayor to execute the contract. This contract will be for a period of one year, commencing on September 1, 2011, or upon your Board's approval, whichever occurs last, with four 1-year renewal options, and a month to month extension up to six months for a maximum potential total contract term of 66 months.

4. Authorize the Director of Public Works or her designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract, if required.

5. Authorize the Director of Public Works or her designee to renew the contract for each additional renewal option if, in the opinion of the Director of Public Works or her designee, Diversified Transportation LLC, d.b.a. Tectrans, 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 her designee, it is in the best interest of the County of Los Angeles to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to award a contract for two new community shuttle services, which provide public transit service to the unincorporated County communities of Lennox and Athens.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1) and Community and Municipal Services (Goal 3). The contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive and cost-effective manner will support the Department of Public Works (Public Works) in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The annual contract sum is $280,635 plus 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract. This amount is based on Public Works' estimated annual requirements for the service at the hourly rates quoted by the contractor and includes an additional $30,000 per year for major vehicle repairs (e.g., transmission or engine) to County-provided service vehicles and for any monthly rise in fuel cost adjustments, if necessary, in accordance with the contract.

Public Works successfully negotiated with the contractor to reduce their County-owned vehicle hourly rate from $38.66 to $38.50, and for Contractor-provided vehicle hourly rate from $38.66 to $38.50, an estimated annual savings of $1,042, without adding extension years or reducing service.

The necessary funds are available in the Second Supervisorial District's Proposition A Local Return Transit Program and included in the Fiscal Year 2011-12 Transit Enterprise Fund Budget. Funds to finance the contract's option years, including 10 percent additional funding for contingencies, will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractor is Diversified Transportation LLC, d.b.a. Tectrans, located in Los Angeles, California. This contract will commence on September 1, 2011, or upon your Board's approval, whichever occurs last, for a period of one year. With your Board's delegated authority, the Director of Public Works or her designee may renew this contract for four 1-year renewal options and a month-to-month extension up to six months for a maximum potential total contract term of 66 months.

The contract has been executed by Diversified Transportation LLC, d.b.a. Tectrans, and approved as to form by County Counsel (Enclosure A). The recommended contract was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements. The contractor is in compliance with the requirements of the Chief Executive Officer and your Board.

The award of the contract will not result in unauthorized disclosure of confidential information and will be in full compliance with Federal, State, and County regulations. The contract contain terms and conditions supporting your Board's ordinances, policies, and programs including, but not limited to: the County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN and GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and Defaulted Property Tax Reduction Program Ordinance, Los Angeles County Code, Chapter 2.206; and the standard Board directed clauses that provide for contract termination or renegotiation.

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.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

Pursuant to the applicable memorandum of understanding, the Request for Proposals (RFP) for these contracted services was submitted on March 18, 2011, to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.
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 your Board on February 6, 2007, and to comply with the County's Living Wage reporting requirements. The County's Proposition A and Living Wage Ordinance (LWO) provisions apply to this proposed contract, as County employees can perform these contracted services. The contract complies with all of the requirements of the Los Angeles County Code, Section 2.201. The Contractor will pay its full time employees the required minimum rates of $11.84 per hour without

health benefits, or $9.64 per hour with health benefits of $2.20 per hour, as specified in the LWO adopted by your Board, and will comply with the County's Living Wage reporting requirements.

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.

This Proposition A contract does not allow cost-of-living adjustments for any option years. However, this contract does contain a provision for monthly fuel cost adjustments.

ENVIRONMENTAL DOCUMENTATION

These services are statutorily exempt from the provisions of the California Environmental Quality Act (CEQA), 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 March 21, 2011, Public Works solicited proposals from 151 independent contractors and community business enterprises to accomplish this work. Also, a notice of the RFP was placed on the County's bid website (Enclosure B), and an advertisement was placed in the Los Angeles Times.

On April 27, 2011, four proposals were received. The proposals were first reviewed to ensure they met the minimum requirements in the RFP. These four proposals met the minimum requirements and were then evaluated by an evaluation committee consisting of staff from Public Works. The evaluation was based on criteria detailed in the RFP, which included price, experience, work plan/quality assurance program, financial resources, references, demonstrated controls over labor/payroll record keeping, and equipment. The committee utilized the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that this contract be awarded to the highest-rated and apparent responsive and responsible contractor with the lowest cost proposal, Diversified Transportation LLC, d.b.a. Tectrans.

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees as these are new services.

CONCLUSION

Please return one adopted copy of this letter along with the Contractor Execute and Department Conform copies to the Department of Public Works, Administrative Services Division. The original Board Execute copy should be retained for your files.

Respectfully submitted,

GAIL FARBER
Director

GF:GZ:cg

Enclosures

c: Chief Executive Office (Rita Robinson)
County Counsel
Executive Office
Internal Services Department, Contracts Division (w/o enc.)

ENCLOSURE A
BOARD EXECUTE

Agreement

BY AND BETWEEN

THE COUNTY OF LOS ANGELES,
DEPARTMENT OF PUBLIC WORKS

AND

DIVERSIFIED TRANSPORTATION LLC, D.B.A. TECTRANS

FOR

LENNOX AND ATHENS SHUTTLE SERVICES (2011-PA005)

177636

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AGREEMENT FOR

LENNOX AND ATHENS SHUTTLE SERVICES (2011-PA005)

THIS AGREEMENT, made and entered into this 16th day of August, 2011, 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 DIVERSIFIED TRANSPORTATION LLC, DBA TECTRANS, a limited liability company (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 April 27, 2011, hereby agrees to provide services as described in this Contract for Lennox and Athens Shuttle Services (2011-PA005).

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Service Map and Schedule; Exhibit G, County-Provided Service Vehicle Information; Exhibit H, Contractor-Provided Service Vehicle Requirements; Exhibit I, Service Vehicle Appearance/Cleanliness Checklist; Exhibit J, Preventive Maintenance; Exhibit K, Monthly Ridership Form (MR-20); Exhibit L, Controlled Substance and Alcohol Testing Program; Exhibit M, Transit Security Plan; Exhibit N, Sample Calculation Work Sheet of the Fuel Adjustment; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

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THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2.1, an amount not to exceed $280,635, which includes $30,000 annually for major vehicle repair work to County-provided service vehicles and increase for any fuel cost adjustments in accordance with the Contract, per year or such greater amount as the Board may approve (Maximum Contract Sum).

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FOURTH: This Contract's initial term shall be for a period of one year commencing on September 1, 2011, or upon Board approval, whichever occurs last. At the sole discretion of the COUNTY, this Contract may be extended in increments of one year, for a maximum potential Contract period of five years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of extending the Contract for the full one year, this Contract may be extended 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. In addition, upon notice of at least ten days, the Director may extend the final Contract term on a month-to-month basis, not to exceed a total of six months, for the convenience of the COUNTY.

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

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

County of Los Angeles Department of 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.

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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. CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

TENTH: No cost-of-living adjustments shall be granted for the optional renewal periods.

ELEVENTH: The Director may adjust 10 percent of the hourly rate of compensation set forth in Form PW-2.1 (Schedule of Prices) based on the increase or decrease in the fuel price published in the Official Energy Statistics from the United States Department of Energy website at http://tonto.eia.doe.gov/dnav/pet/pet_pri_gnd_dcus_sca_m.htm for Diesel (On-Highway) and Gasoline - All Grades (Regular) for California, at http://tonto.eia.doe.gov/dnav/pet/pet_pri_prop_dcu_r50_m.htm for Liquid Propane Gas (LPG) using West Coast (PADD 5) "Commercial/Institutional," and at http://www.eere.energy.gov/afdc/price_report.html for Compressed Natural Gas (CNG) Clean Cities Alternative Fuel Price Report, Table 5, Compressed Natural Gas Average Prices by Region from Clean Cities Sources "West Coast," as appropriate to the vehicle used, beginning on the month of this Contract's start date and thereafter at each successive one month interval, which shall be the effective date for any such fuel adjustment. The percentage change in the fuel price shall be obtained using the fuel prices published on the month of the Proposal submission date and the fuel price most recently published for the month of effective date of the adjustment. However, when the percentage increase or decrease in the fuel price is less than 5 percent, no fuel adjustment will be granted. In the event the fuel adjustment is granted, the fuel adjustment (increase or decrease) will be added to or subtracted from, as applicable, the hourly rate of compensation to establish the adjusted hourly rate of compensation. A sample calculation is included in Exhibit P. Public Works shall be permitted to audit the CONTRACTOR'S fuel usage, fuel costs, and fuel procurement methods for the vehicles used in providing these services and the CONTRACTOR shall provide records pertaining to its fuel costs upon the COUNTY'S request. CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR changes from purchasing fuel using Market Prices, to a long-term agreement for fuel purchases.

TWELFTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT including, but not limited to, Exhibits A through N, inclusive, the COUNTY'S provisions shall control and be binding.
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THIRTEENTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

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

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Mayor 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 Mike Antonovich
Mayor, County of Los Angeles

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

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

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By Carole Suzuki
Deputy

Please see attached California all-Purpose Acknowledgment

ADOPTED
BOARD OF SUPERVISORS

22 AUG 16 2011

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

DIVERSIFIED TRANSPORTATION LLC, DBA TECTRANS

By _____
Its ~~President~~ COO

JOHN BUSSKOHL
Type or Print Name

By _____
Its Secretary

FRANCES G. HOMAN
Type or Print Name

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Los Angeles }

On July 14, 2011 (Date) before me, Gillian M Nathan, Notary Public (Here Insert Name and Title of the Officer)

personally appeared John Charles Busskohl (Name(s) of Signer(s))

Francis Gregory Homan,

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/th~~ey executed the same in ~~his/her/th~~eir authorized capacity(ies), and that by ~~his/her/th~~eir signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

GILLIAN MICHELE NATHAN
Commission # 1904749
Notary Public - California
Los Angeles County
My Comm. Expires Sep 19, 2014

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: _____ (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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SCOPE OF WORK

LENNOX AND ATHENS SHUTTLES SERVICES (2011-PA005)

A. Public Works Contract Manager

Public Works' Contract Manager will be Mr. John Zeigler of Programs Development Division, who may be contacted at (626) 458-5914, or at jzeigler@dpw.lacounty.gov, Monday through Thursday, 7:30 a.m. to 5:30 p.m. The Contract Manager, or his/her 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 Contract Manager.

B. Work Locations

1. The Lennox Shuttle will provide service to residents in the unincorporated County area of Lennox and provide access to the following key points of interest:

   - Lennox Park
   - Lennox Senior Center
   - Lennox Library
   - City Farm Grocery Market
   - Centinela Hospital
   - Metro Rail Green Line Hawthorne Boulevard Station

See Exhibit F, Service Route, Schedule and Fare for shuttle route.

2. The Athens Shuttle will provide service to residents in the unincorporated County area of Athens and provide access to the following key points of interest:

   - Los Angeles Southwest College
   - Department of Public Social Services
   - Food 4 Less Shopping Center
   - Metro Rail Green Line Vermont Avenue Station

See Exhibit F, Service Route, Schedule and Fare for shuttle route.

C. Work Description

This work to be accomplished under these specifications shall be two community shuttle services operating in the unincorporated County areas of Lennox and Athens, 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, 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-Provided Service 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.

The County reserves the right to determine if any Service 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 consequential damages resulting from the County's failure to use the Contractor's services including, but not limited to, lost profit.

D. Route, Frequency, Hours, and Days of Service

1. Service

This Service will operate between the hours of 7 a.m. and 6 p.m., Monday through Friday, and 9 a.m. and 6 p.m., on Saturday. Service route, frequency, days of operation, and fare shall be as specified in Exhibit F.

Service shall not operate on Sundays and the following six (6) major holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Should one of these holidays fall on a Sunday, Service shall operate on a normal schedule on Monday.

2. Service Modification

The County has established Service routes and schedules as described in Exhibit F. If the Contract Manager determines that the Service may be improved by revisions to scheduling, vehicle assignment, fleet size, or areas served, the Contract Manager and Contractor shall plan and

institute such changes jointly within the terms 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.

The total revenue Service hours may be increased or decreased by up to 25 percent without renegotiation of the hourly rates listed on Form PW-2, over the term of this Contract. If the total revenue Service hours are increased or decreased by more than 25 percent, then the hourly rates may be increased or decreased. The Contractor shall justify any increase in the hourly rates through a budgeting and operational plan. This budgeting and operational plan must be approved by the County in order for the increase to be granted.

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.

E. Equipment

1. Transit Vehicles

a. County-Provided Service Vehicles

Service shall be provided by the Contractor using County-Provided Service Vehicles, hereinafter referred to as "County Service Vehicles." County will lease to Contractor, at a rate of $1.00 per month, two or more transit vehicles as described in Exhibit G, County-Provided Service Vehicle Information. 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 that meet or exceed the requirements described in Exhibit H, Contractor-Provided Service Vehicle Requirements, hereinafter referred to as "Contractor Service Vehicles".

In the event of a County Service Vehicle(s) breakdown or if a Service Vehicle(s) is removed from Service, Contractor shall provide a Contractor Service Vehicle(s) to continue uninterrupted

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 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 provide and operate additional Contractor Service Vehicle(s) for Service in the event demand for Service exceeds the capacity provided by Service Vehicles and/or in the event Service Vehicles are no longer operable. County shall approve the Contractor Service Vehicles prior to placing vehicles 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 spare Service Vehicle(s) equipped with air conditioning and wheelchair lift and/or ramp equipment in the event any assigned Service Vehicle breaks down. The spare Service Vehicle(s) should meet or exceed Service Vehicle requirements per Exhibit H. The cost of the spare Service Vehicle(s) shall be included in Contractor's Service operating costs. 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). At any time, the County may provide a spare Service Vehicle(s).

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 two months of Service payment until Contractor completes repair 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 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 or equipment, the County may accept, at the Contract Manager'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 original cost of the Service Vehicle for any total loss, within the first 90 days that a new Service Vehicle is 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, from the date of sale through the date of loss (DOL). Salvage value, if any, will be determined by the market value of the damaged asset at the DOL, as determined by the County, and will be credited to the Contractor. The beginning date of the depreciation to be used is the first date the new Service Vehicle is placed into service. The original cost of the new Service Vehicle(s) is to be used as the basis for depreciation. All payments shall be within 90 calendar days of 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 (the Hang Up and Drive Law).

a. Service Vehicle Communication Equipment

Contractor shall provide mobile phones or two-way radio communication equipment 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 State and 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 individual 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 Contact

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

e. 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.

These units will 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 two 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.

F. Storage and Maintenance Facilities

1. The County will not provide storage or maintenance facilities for the Contractor.

2. Contractor shall provide appropriate vehicle storage and maintenance facilities owned and operated by the Contractor for the garaging, servicing, and cleaning of Service Vehicle(s) and equipment. Contractor shall not use outside vendor or subcontractor for these services, unless otherwise approved by the Contract Manager. 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 Service Vehicles.

   c. A security-fenced, paved, and lighted area for overnight vehicle parking with adequate spaces for 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 Service Vehicle six feet above the floor for maintenance purposes.

m. Fueling facility and ability to provide liquefied petroleum gas (LPG) or compressed natural gas (CNG), if vehicle specified and/or when County purchases new Service Vehicles. It is acceptable for Contractor to obtain CNG fuel off-site.

G. 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.

If Contractor receives a rating below "Satisfactory" (including "Conditional" or "Unsatisfactory") from the CHP, Contractor shall so notify Contract Manager immediately and outline the 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 "Satisfactory" rating within nine (9) months will be grounds for termination of the Contract. Contractor shall not seek additional compensation of any costs incurred to meet the requirements in this paragraph.

2. Warranty Work (County 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 Service 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 Service Vehicles as described in Exhibit I, 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 wash 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 Posttrip Vehicle Inspection and Servicing

Each vehicle shall receive a daily pre- and posttrip inspection by the Service Vehicle operator prior to being placed in Service and after the vehicle is taken out of service. Daily pre- and posttrip inspections shall include physical operation of the wheelchair lift or ramp to ensure ADA compliance. Daily pre- and posttrip 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 the 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 posttrip vehicle inspection report in a 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 deadheading to/from yard location and other nonrevenue moves, sign(s) shall indicate "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 two 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 J, Preventive Maintenance). Contract Manager will allow a window of plus or minus 500 miles for scheduled preventive maintenance as recommended by the 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 I.D., and signatures of the mechanics who performed the work and the maintenance supervisor who inspected the work. PMI reports shall be submitted along with the 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 required 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 brake systems shall occur every 30 calendar days or more frequently in accordance with the number of miles the vehicle was in operation since the prior inspection. In addition, visual inspections of the brake systems shall occur weekly and be recorded as part of the maintenance records.

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

Contractor shall establish and maintain an ongoing spare parts inventory sufficient to maintain Service Vehicles in operating condition at all times.

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 the 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. Preventive Maintenance Inspection (PMI) Reports

h. Daily Pre- and Posttrip Vehicle Inspection Reports

i. Work Orders

j. Warranty Work

k. Major Mechanical Repair/Unit Replacement

l. 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 VC for a bus. All parts of vehicles and all equipment mounted on or in vehicles shall conform to the California Vehicle Safety Standards and the California Code of Regulations, 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.

H. Rates and Compensation

1. Rates - County Service Vehicles

County will pay Contractor on a monthly basis an amount equal to the sum of i) 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 ii) all amounts collected from Farebox Revenue, less iii) any liquidated damages pursuant to this Exhibit, Section W, Liquidated Damages. 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 F, Service Route, Schedule, and Fare.

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

2. Rates - Contractor Service Vehicles

County will pay Contractor on a monthly basis an amount equal to the sum of i) 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 ii) all amounts collected from Farebox Revenue, less iii) any liquidated damages pursuant to this Exhibit, Section W, Liquidated Damages. 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 F, Service Route, Schedule, and Fare.

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

3. Fares and Revenue

a. Fare

The cash fare shall be 25 cents per trip. However, the following patrons shall be able to board free of charge:

- Seniors (60 years and older)
- Persons with disabilities or displaying a disabled identification card
- Children under the age of 5

This service shall also accept the regional EZ and Metro passes. The County may, at any time, change the type of media fare accepted by the Service.

b. Fare Changes

Any changes to the fares will be supplied by County to Contractor 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 be responsible for the protection of the fare box revenues. Contractor shall establish and maintain fare collection and security policies and procedures, subject to the approval of 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 fare box return and the 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 Contract, or at any time within three years after the expiration or termination of the contract, authorized representatives of County, or of any other agency funding this Contract, may conduct an audit of the Contractor regarding the services provided to the County per terms of the Contract, 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, provided that, in no event, shall the County's maximum obligation for the Service, as set forth in this Contract, be exceeded.

I. 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. Only the cost of the parts, as approved by the Contract Manager, will be reimbursed by the County. 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.

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 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 Contract 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.

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 (in addition to part repairs) are the responsibility of the Contractor and are not eligible for reimbursement.

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 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/decaling on County Service Vehicles or Contractor Service Vehicles per County's request.

Should a 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 to County only costs related to the repaint and/or graphics/decaling work.

If a 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 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 is 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 a 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 postdelivery, 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 percentage 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 (County Service Vehicles Only)

If an Automated Vehicle Locator (AVL) device installed on a County 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 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.

J. Monitoring and Auditing Service

1. Monitoring Service

In order to document Service, Contractor shall maintain all Service 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 documentation 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.

K. Personnel

County will have the right to demand removal from the Service, 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 whose responsibility shall be to oversee the day-to-day operations of Service. Project Manager 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 both on-line supervision and management of the Service's accounts and operating records. Project Manager shall have an e-mail address and access to a computer during Service hours and shall be able to use Microsoft Word and Excel software. Contract Manager may, at his/her discretion, communicate with Project Manager via e-mail. Other than the Project Manager and Contract 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. On-Line Supervision

On-line Supervision shall include, but is not limited to, the following duties:

i. Training and scheduling of all regularly assigned Service personnel.

ii. Arranging the assignment of qualified backup personnel whenever necessary.

iii. Distribution and collection of operating reports.

iv. Daily monitoring of ridership and the collection of all fares.

v. Supervision of all Service staff to ensure the provisions of quality service meet or exceed the requirements of this Contract.

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 lifts/ramps, air conditioning, fare boxes, schedule holders, destination signs, etc.

v. Responsibility to immediately address any operational problems and/or passenger complaints and accurately report these issues to the County in a timely manner.

2. Road Supervisor

Contractor shall employ a minimum of one road supervisor who shall be reachable by Project Manager via office or cell phone during the hours of Service.

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

a. Ensure quality service delivery on a regular basis.

b. Facilitate fleet deployment while performing pre-trip and posttrip inspections.

c. Monitor and document on-time performance.

d. Provide extensive field support in an effort to minimize Service interruptions.

e. Address specific Service problems and Service 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 the following three Microsoft Professional Suite programs: Microsoft Word, Microsoft Excel, Microsoft Outlook, and/or their 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 and dispatching system during all hours of Service operation. Required duties shall include the preparation of data, forms, and/or reports and be proficient in the preparation of such documents with an emphasis on the highest level of accuracy and reliability. The responsible person shall have experience preparing National Transit Database (NTD) reports for a fixed-route shuttle service located within the County of Los Angeles.

Their 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 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 or maintain Service Vehicles and shall reject any applicant who failed to appear in court for "Driving Under the Influence."

Contractor shall check California DMV records (Pull Notice Program) at least every six months, beginning at the start of Service, for accidents, Vehicle Code violations, and valid driver's licenses of those employees whose job requires them to operate any Service Vehicle. 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, 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 commercial driver's license and a medical examination certificate as well as any other licenses 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.

ii. Assist passengers confined to wheelchairs in boarding 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. Service Vehicle operators shall display their name tag/badge.

iv. Assist passengers who have difficulty negotiating the steps 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 operator 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 elderly and persons with disabilities.

vi. Training in special skills required to provide transportation to the elderly and people with disabilities.

vii. American Red Cross or County-approved equivalent training for 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. Ongoing training programs as well as refresher training programs for its drivers. These regularly scheduled classes shall include various topics, including the areas of defensive and safe driving, emergency and/or crisis management, understanding work expectations, Terrorist Activity and Public Transit, and other relevant topics. Contractor shall submit an annual preplanned training schedule to Contract Manager. Contractor may be required to hold

additional training on issues and/or subjects pertinent to the Service. Authorized County personnel will have the right to attend and/or audit any such Contractor training programs or classes.

5. Maintenance Personnel

Contractor shall staff and 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.

Contractor's maintenance personnel shall have knowledge of engines, transmissions, diagnostic procedures, electrical systems, HVAC, wheelchair lifts/ramps and related mechanical parts, 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.

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, wheel chair 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 Mobile Air Conditioning Society, Section 609 Refrigerant Recycling and Recovery (MACS) certified or possess the equivalent ASE vehicle air conditioning system certification in the medium/Heavy Duty Truck, School Bus, or Transit Bus Test Series.

The Contractor shall provide proof of the MACS certification (or its equivalent ASE vehicle air conditioning system certification) and ASE certifications to the County prior to contract award. At any time, if an ASE or MACS 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 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 shutdown 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.

L. 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 Service Vehicles as requested by County. 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 Contract Manager. Proceeds of any advertisement shall be remitted to County.

M. Operating Performance Standards

1. Service Vehicles

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

If Contractor has knowledge that any County 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, Service 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.

N. 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 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.

O. 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 three 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 Controller's Uniform System of Accounts for Public Transit Operations.

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. Service Operation 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 (elderly, disabled, and children under 5 years); and the number of passengers boarding with transit passes. 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 Posttrip Service Vehicle Inspection Reports

Contractor shall instruct each vehicle operator of each vehicle to perform a daily pre- and posttrip Service Vehicle inspection and daily Service Vehicle servicing, as required herein, and such inspection 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. The Daily Pre- and Posttrip Vehicle Inspection Reports shall be retained on file by Contractor for a minimum of three years after contract expiration/termination.

d. Weekly Maintenance Inspection Reports

A report of the weekly maintenance inspections, which supplement the daily pre- and posttrip inspections, shall be kept by Contractor as well as being submitted to County. The Weekly Maintenance Inspection Reports shall be retained on file by the Contractor for a minimum of three years after contract expiration/ termination.

e. Missed Trip Report

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 noncollision) 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 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, fainting, sickness, assaults, 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. <u>National Transit Database Reports</u>

The Contractor will be required to collect National Transit Database (NTD) data/reports electronically and to provide those reports to both the County and the Los Angeles County Metropolitan Transportation Authority (LACMTA). Contractor is responsible to prepare and submit the following NTD data/reports:

i. Monthly Passenger/Mile Sampling: Based on LACMTA's monthly selection of bus stop locations, the Contractor shall collect and provide the required data no later than the 25th day of the following month.

ii. Form MR20 (Exhibit K, NTD Monthly Ridership Form): Contractor shall prepare and submit this completed form on

a monthly basis no later than the 25th day of the following month.

iii. Annual NTD Reports: Contractor shall prepare and submit an annual NTD report in accordance with the Federal Transit Administration (FTA) NTD Guidelines, as amended, no later than July 7, one week after the end of each fiscal year, or as directed by County. Contractor shall also attend the annual NTD Reporting Workshop offered by LACMTA.

For further information on how to obtain NTD reporting forms and reference documents, Contractor may contact LACMTA at (213) 922-2864. Contractor shall certify that the data is accurate and shall develop an auditing procedure acceptable to County for the annual report. The annual report shall pass the required annual audit by LACMTA (i.e., no reaudit required).

The Contractor shall maintain and make available, for a minimum period of three years after contract expiration/termination, to County and/or appropriate agencies, records and backup information pertaining to the annual NTD reporting process.

j. Financial Records

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

k. 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 and Contractor 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. These reports shall also include copies of the completed oil analysis for engine oil and transmission oil in accordance with the service vehicle mileage requirements stated in Exhibit K. Daily "Vehicle Condition" reports shall be submitted to County upon request. Contractor shall retain the PMI Reports on file for a minimum of three 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.

P. Controlled Substance and Alcohol Testing

Contractor shall implement, as a minimum, the Controlled Substance and Alcohol Testing Program as specified in Exhibit L, 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 (CFR), Part 655, "Prevention of Alcohol Misuse and Prohibited Drug use in Transit Operations." Contractor's policies may supersede

policies specified in Exhibit L only when they can be shown to County's satisfaction to be more stringent. County will not indemnify Contractor for disciplinary actions imposed that exceed those specified in Exhibit L.

Contractor shall report results of the random testing and other associated tests to County on a quarterly basis on the form shown in Exhibit L. Such reports shall be submitted to County within 15 calendar days after the end of the quarter.

Q. Transit Security Plan

Subsequent to the events of September 11, 2001, safety and antiterrorist 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 Transit Security Plan before Service begins.

Based on the Homeland Security Presidential Directive-3, the Federal government has implemented a color code warning system that will alert the public to the anticipated level of terrorist threat should they be aware of such a situation. Additionally, the 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 (http://transit-safety.volpe.dot.gov) 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 Transportation Security Administration's (TSA's)/FTA's Security Emergency Management requirements as indicated in the TSA website www.tsa.gov/assets/pdf/mass_transit_action.items.pdf.

The Contractor is also encouraged to refer to the Federal Transit Administration's "Transit Agency Security and Emergency Protective Measures" report available on the FTA website (http://transitsafety.volpe.dot.gov/publications/security/ProtectiveMeasures/PDF/ProtectiveMeasures.pdf). 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 with the Department of Homeland Security Homeland Security Advisory System's five color-coded graduated threat conditions. 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 M.

R. Removal of Debris

All debris derived from the Service shall be removed from County's property and disposed of 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.

S. Funding

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.

T. Non-Conflict With Local, State, And Federal Laws/Requirements

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.

U. 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 on staff assigned to this Contract is in compliance with this Exhibit's Section K.5, Maintenance Personnel.

V. Utilities

The County will not provide utilities.

W. Liquidated Damages

1. In any case of the Contractor's failure to meet 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; and

g. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.

3. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the 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 and every 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 nine (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 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 F (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.

f. National Transit Database (NTD) Reporting

The Contractor shall submit NTD reports (e.g. Monthly Passenger Sampling, monthly ME-20 Form, and annual NTD report) to both LACMTA and the Contract Manager no later than the dates required in Section O.2i, National Transit Database Reports, in this Exhibit. Liquidated damages of $100 per business day, up to a maximum of $2,000 per month may be assessed for each late and/or incomplete report.

g. LACMTA Reaudit of Annual National Transit Database Report

If the Contractor's submitted annual NTD report and/or the Contractor's supporting data and records require a reaudit by LACMTA, the Contractor may be assessed liquidated damages in an amount equal to the cost charged to the County by LACMTA to perform the reaudit.

h. Weekly Maintenance Inspections

The weekly maintenance inspections are called an "I" Service. This "I" Service shall be performed per the Original Equipment Manufacturer (OEM) Specifications (including both the Vehicle owner's manuals and Vehicle service manuals) and Exhibit J, 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.

i. Daily Vehicle Inspection (DVI) Reports

Failure to perform a satisfactory DVI (pre-trip and post trip) may include, but are not limited to, incomplete DVI Reports, fluid levels noted low twice within a ten-day period without any visible leaks, items noted for repair without a supervisor's signature on a DVI Report indicating vehicle may be placed into Service, etc. 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.

j. Preventive Maintenance

Preventive Maintenance Inspections (PMI) shall be performed per the OEM and Exhibit K, Preventive Maintenance. PMI documents must be submitted monthly with the service invoice. Contractor shall also include copies of the completed oil analysis reports for engine oil and transmission oil in accordance with the service

vehicle mileage requirements stated in Exhibit K. Inspections shall never exceed the specified intervals by 500 miles or more. Failure to meet any of maintenance requirements may result in nonpayment of Service miles or hours operated by vehicles exceeding the PMI intervals or liquidated damages of $500 per vehicle per day, whichever is higher, up to a maximum of $5,000 per month.

k. 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.

l. 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, up to a maximum of $1,000 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 other reasons beyond the Contractor's control, then Contract Manager may waive the liquidated damages for the period of the excused delay.

m. 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 may 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.

n. 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 $1,000 per Service Vehicle per month, in liquidated damages until vehicle is replaced with a vehicle that is satisfactory to Contract Manager.

o. 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 $25 may be assessed for the first occurrence, $50 for the second occurrence, and $100 for each future occurrence within each contract year.

p. 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 a 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 and up to 100 percent of the cost to repair each item shall be assessed.

q. Off-Routing

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

r. 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 L. Such reports shall be submitted to the County within 15 days after the end of the quarter. Liquidated damages of $50 per calendar day may be assessed for late reports.

s. Maintenance Personnel

All maintenance on Service Vehicles shall be performed by ASE and/or MACS certified personnel as specified in this Exhibit. If maintenance personnel are not ASE and/or MACS certified, liquidated damages of $500 per maintenance employee per month may be assessed, up to a monthly maximum of $1,000.

t. 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.

u. 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.

v. Violation of Subcontracting of Maintenance

In the event that the Contractor is either performing maintenance and/or subcontracting maintenance in violation of this Exhibit's Section F, 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.

w. 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.

x. 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 E, Equipment, the Contractor may be assessed

$100 in liquidated damages per business day after the deadline, up to a maximum of $1,000 per month.

y. 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 E.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.

z. 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 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 J, Preventive Maintenance.

Any and all mechanical defects identified during the pre-transfer and the 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, preventive 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.

aa. Health, Safety, and Comfort

In the event any Service Vehicle has a wheelchair ramp/lift, air conditioning system, 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, up to a maximum of $1,000 per Service Vehicle, per month.

bb. 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.

cc. 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, lost, or stolen, the Contractor may be assessed $50 in liquidated damages per AVL device per Service day after the two-week period following date of loss/damage (unless additional time is approved by County for unforeseen circumstances), until the AVL device is replaced, up to a maximum of $1,000 per month.

X. 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. 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. Indicate methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.

3. Commit to keeping 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. Indicate the methods for continuing service to the County in the event of a strike involving the Contractor's employees.

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SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Ambiguities or Discrepancies

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

B. Definitions

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

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

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

Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The contract includes the Agreement, Exhibit A - Scope of Work (Specifications), Exhibit B - Service Contract General Requirements, Exhibit C - Internal Revenue Service Notice 1015, Exhibit D - Safely Surrendered Baby Law Posters, Exhibit E – Defaulted Property Tax Reduction Program, and other appropriate exhibits and amendments. 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 1st and ending the following June 30th.

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

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

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

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

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

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

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

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

C. Headings

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

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Amendments

1. For any change which affects the scope of work, contract sum, payments, or any term or condition included in this Contract, an amendment shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor.

2. The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by the Board or the Chief Executive Officer. To implement such changes, an amendment or a change order to this Contract shall be prepared by Public Works for execution by Contractor and the Director.

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 and signed by the County and the Contractor.

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 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 thirty (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. Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, or directives, and all provisions required thereby to be included in this Contract are hereby incorporated by reference.

2. Contractor shall defend, indemnify, and hold County harmless from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees arising from or related to any violation on the part of Contractor or its employees, agents, or Subcontractors of any such laws, rules, regulations, ordinances, or directives.

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 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 Employee 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 evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all this Contract's terms and conditions and performance standards. Contractor deficiencies which County determines are severe 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 or 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 sub-paragraph 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 sub-paragraph, 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:

Chief, Administrative Services 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 RFP used in the solicitation process for this Contract, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records, except those documents that are marked "trade secret," "confidential," or "proprietary" and are deemed excluded from disclosure under Government Code 6250 et seq. (Public Records Act). County shall not in any way be liable or responsible for the disclosure of any such records including, with limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

2. In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

FF. Record Retention and Inspection/Audit Settlement

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

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

1. In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within 30 days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

2. Failure on the part of Contractor to comply with any of the provisions of this paragraph shall constitute a material breach of this Contract upon which County may suspend or terminate for default or suspend this Contract.

3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.

4. In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subparagraph relative to Contractor's

employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) 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

The Contractor shall be responsible for ongoing implementation and monitoring of the following for each Contractor employee or agent providing service under this Contract who may come into contact with the public, including but not limited to vehicle operators, Road Supervisors and subcontractor employees (collectively referred to as "Public Contact Employees"):

1. Each Public Contact Employee shall undergo and pass a criminal background investigation prior to starting work under this Contract. The Contractor shall conduct additional criminal background investigations of all Public Contact Employees every two years and upon request of the County at its sole discretion. The background investigation shall include criminal conviction information from an agency acceptable to County such as local law enforcement or Live Scan from the California Department of Justice. The cost of background checks is the responsibility of the Contractor.

2. No Public Contact Employee shall have a criminal conviction record, including a guilty plea or a finding of not guilty by reason of insanity, and Contractor shall be under a continuing obligation to immediately remove any Public Contact Employee having a criminal conviction

record, including a guilty plea or a finding of not guilty by reason of insanity. Contractor may only make an exception to this requirement if Contractor determines that there were mitigating circumstances or that the conviction is not related to the Public Contact Employee position and that the Public Contact Employee poses no threat or risk to the County or public.

3. Disqualification of any Public Contact Employee pursuant to this section shall not relieve Contractor of its obligation to provide services in accordance with the terms and conditions of this Contract.

4. The Contractor shall annually submit to the Contract Manager a certificate of compliance attesting that each Public Contact Employee is eligible for employment under this Contract according to the requirements outlined in Sections 1 and 2.

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; and

   c. Other pertinent information and/or certifications requested by County.

2. Contractor shall indemnify 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 Administrative Services 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.

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 10 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; and

   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. Failure to immediately report any attempt by a County officer or employee to solicit such improper consideration may itself be a basis for termination.

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; or

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, therefor, 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 rate s 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; and

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.

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, Officers, Agents, Employees and Volunteers 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. 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, 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 E 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 10 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 fifty thousand ($50,000.00) dollars, 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 non-complying 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, Administrative Services Division
P.O. Box 1460
Alhambra, California 91802-1460
Attention of: Contract Analyst (noted in the RFP Notice)

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

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

4. Cancellation of Insurance: Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

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.

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 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 (3) 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 thirty (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 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 immediately below, 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:

   a. Not less than $11.84 per hour if, in addition to the per-hour wage, Contractor contributes less than $2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or

   b. Not less than $9.64 per hour if, in addition to the per-hour wage, Contractor contributes at least $2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed $2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through County Department of Health Services Community Health Plan. If, at any time during this Contract, Contractor contributes less than $2.20 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its Employees the higher hourly living wage rate.

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 services to Contractor, some or all of 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 an 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 an 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, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each Employee. 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.

L. Employee Retention Rights

1. Contractor shall offer employment to all retention employees who are qualified for such jobs. A "retention employee" is an individual:

   a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the Federal Fair Labor Standards Act; and

   b. Who has been employed by a contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with County for at least six months prior to the date of this new

Contract, which predecessor contract was terminated by County prior to its expiration; and

c. Who is or will be terminated from his or her employment as a result of County entering into this new Contract.

2. Contractor is not required to hire a retention employee who:

a. Has been convicted of a crime related to the job or his or her performance; or

b. Fails to meet any other County requirement for employees of a contractor.

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

SECTION 10

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities 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 Transitional Job Opportunity vendor.

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 Transitional Job Opportunities vendor.

If Contractor has obtained County certification as a Transitional Job Opportunities vendor 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 the amount of not more than ten percent of the amount of this Contract; and

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 Public Works 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; and

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 if Contractor is no longer eligible for certification as a result of a change of its status and Contractor failed to notify the State and County's Office of Affirmative Action Compliance of this information.

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 10 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

PROPRIETARY CONSIDERATIONS

A. Ownership of County Materials

Contractor and County agree that all materials, including, but not limited to, designs, specifications, techniques, plans, reports, deliverables, data photographs, diagrams, maps, images, graphics, text, videos, advertising, software, source codes, website plans and designs, interactive media, drafts, working papers, outlines, sketches, summaries, edited and/or unedited versions of deliverables, and any other materials or information developed under this Contract and any and all Intellectual Property rights to these materials, including any copyrights, trademarks, service marks, trade secrets, trade names, unpatented inventions, patent applications, patents, design rights, domain rights, know-how, and any other proprietary rights and derivatives thereof, is and shall be the sole property of County (hereafter collectively, "County Materials"). Contractor hereby assigns and transfers to County all Contractor's rights, titles, and interest in and to all such County Materials developed under this Contract.

Notwithstanding such County ownership in the County Materials, Contractor may retain possession of working papers and materials prepared by Contractor under this Contract. During and for a minimum of five years subsequent to the term of this Contract, County shall have the right to inspect any and all such working papers and materials, make copies thereof and use the working papers and materials and the information contained therein.

B. Transfer to County

Contractor shall execute all documents requested by County and shall perform all other acts requested by County to assign and transfer to, and vest in County, all Contractor's rights, titles, and interest in and to the County Materials, including, but not limited to, any and all copyrights, trademarks, service marks, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof resulting from this Contract. County shall have the right to register all applicable copyrights, trademarks and patents in the name of the County of Los Angeles. Further, County shall have the right to assign, license, or otherwise transfer any and all County's rights, titles, and interest, including, but not limited to, copyrights, trademarks, and patents, in and to the County Materials.

C. Indemnity

Contractor represents and warrants that the County Materials prepared herein under this Contract, is the original work of Contractor and does not infringe upon any Intellectual Property or proprietary rights of third parties. For those portions of the County Materials that are not the original work of Contractor, Contractor

represents and warrants that it has secured all appropriate licenses, rights, and/or permission from appropriate third parties to include such materials in the County Materials.

Contractor shall defend, indemnify and hold County harmless against any claims by third parties based on infringement of copyright, patent, trade secret, trademark, or any other claimed Intellectual Property or proprietary right, arising from County's use of County Materials created and/or prepared by Contractor. Contractor will also indemnify and defend at its sole expense, any action brought against County based on a claim that County Materials furnished hereunder by Contractor and used within the scope of this Contract infringe any copyright, patent, trade secret, trademark, or any other claimed intellectual property or proprietary right of third parties, and Contractor shall pay any costs, damages and attorney's fees incurred by County. County will notify Contractor promptly and in writing of any such action or claim and will permit Contractor to fully participate in the defense thereof.

D. Copyright Notices

Contractor shall affix the following notice to all County Materials: "@ Copyright 2007 (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Contractor shall affix such notice on the title page of all images, photographs, documents and writings; and otherwise as County may direct.

E. Acknowledgement/Attribution

County shall also have the sole right to control the preparation, modification and revisions to, all acknowledgment and/or attribution language for all County Materials resulting from this Contract. County will however, exercise reasonable efforts to honor requests by Contractor seeking removal of all acknowledgment and/or attribution language relating to the Contractor, should Contractor no longer wish to receive attribution for its work on the County Materials.

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-18, Displaced Transit Employee Declaration indicating that they will do so in their proposal.

B. If the Contractor has declared in Form PW-18, 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 10 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.

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Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2010)

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 whom 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 2010 are less than $48,362 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 are required to give Form W-2 and do so 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 a substitute Form W-2 is given on time but 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, 2011.

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 get copies of the notice from IRS.gov or by calling 1-800-829-3676.

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?

Eligible employees claim the EIC on their 2010 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2010 and owes no tax but is eligible for a credit of $829, he or she must file a 2010 tax return to get the $829 refund.

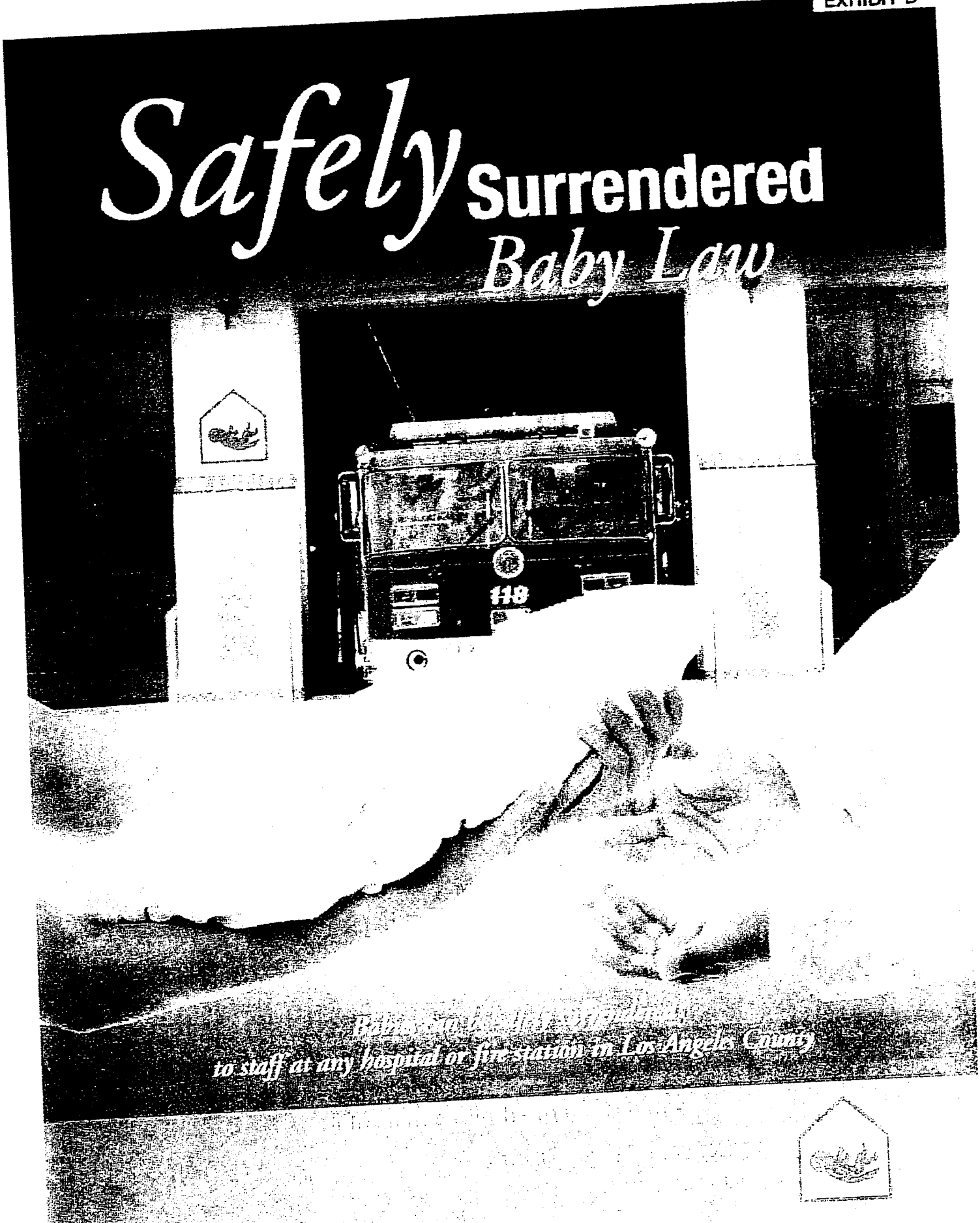
Can My Employees Get Advance EIC Payments?

After 2010, your employees can no longer get advance payments of the credit in their pay during the year as they could in 2010 and earlier years, because the law changed. However, if they are eligible, they will still be able to claim the credit on their 2011 return.

Form W-5, Earned Income Credit Advance Payment Certificate, is no longer in use.

EXHIBIT D

Safely Surrendered *Baby Law*



to staff at any hospital or fire station in Los Angeles County

EXHIBIT D

Ley de Entrega de Bebés *Sin Peligro*

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

EXHIBIT D

Ley de Entrega de Bebés *Sin Peligro*

Los recursos [illegible] de cualquier hospital o cuartel de bomberos del Condado de Los Angeles

EXHIBIT D

Ley de Entrega de Bebés

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 [illegible] usted conoce está [illegible] recién nacido, infórmele que tiene [illegible] opciones. Hasta tres días (72 horas) [illegible] nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Ángeles.

¿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 [illegible] 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 10 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 inter-member 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 non-agreement 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

SERVICE ROUTE, SCHEDULE, AND FARE

EXHIBIT F

LENNOX SHUTTLE SERVICE

ROUTE DESCRIPTION AND SCHEDULE

The following locations will be the designated timed bus stop locations for use in monitoring on-time performance in accordance with the Contract.

Lennox County Park shall be used as the origination and ending point on the circular Lennox Shuttle Service route.

SCHEDULE:

Travels every 30 minutes (One Service Vehicle)

TIMED CHECK POINTS/STOP LOCATIONS			MIN AFTER EACH HR:	
DIR	ON	AT		
EB	Lennox Blvd	Firoma Ave (Lennox Park)	:00	:30
SB	Hawthorne Blvd	Metro Rail Line Station	:04	:34
NB	Prairie Ave	Lennox Blvd (Shopping Center)	:12	:42
NB	Myrtle Ave	Arbor Vitae Street (Hospital)	:18	:48
WB	104th Street	Mansel Street	:22	:52
EB	Lennox Blvd	Condon Ave (Lennox Park)	:27	:57

EB=East Bound
SB= South Bound
NB=North Bound
WB= West Bound

Hours of Operation:

From 7 a.m. to 6 p.m., Monday-Friday and Saturday 9 a.m. to 6 p.m.

Fare Structure:

The cash fare is $0.25 per trip. We will also accept as paid fare all Metro Passes and EZ Passes. Also seniors (ages 60 and over), children under age five and persons with disabilities are able to ride for free.

EXHIBIT F

LENNOX SHUTTLE

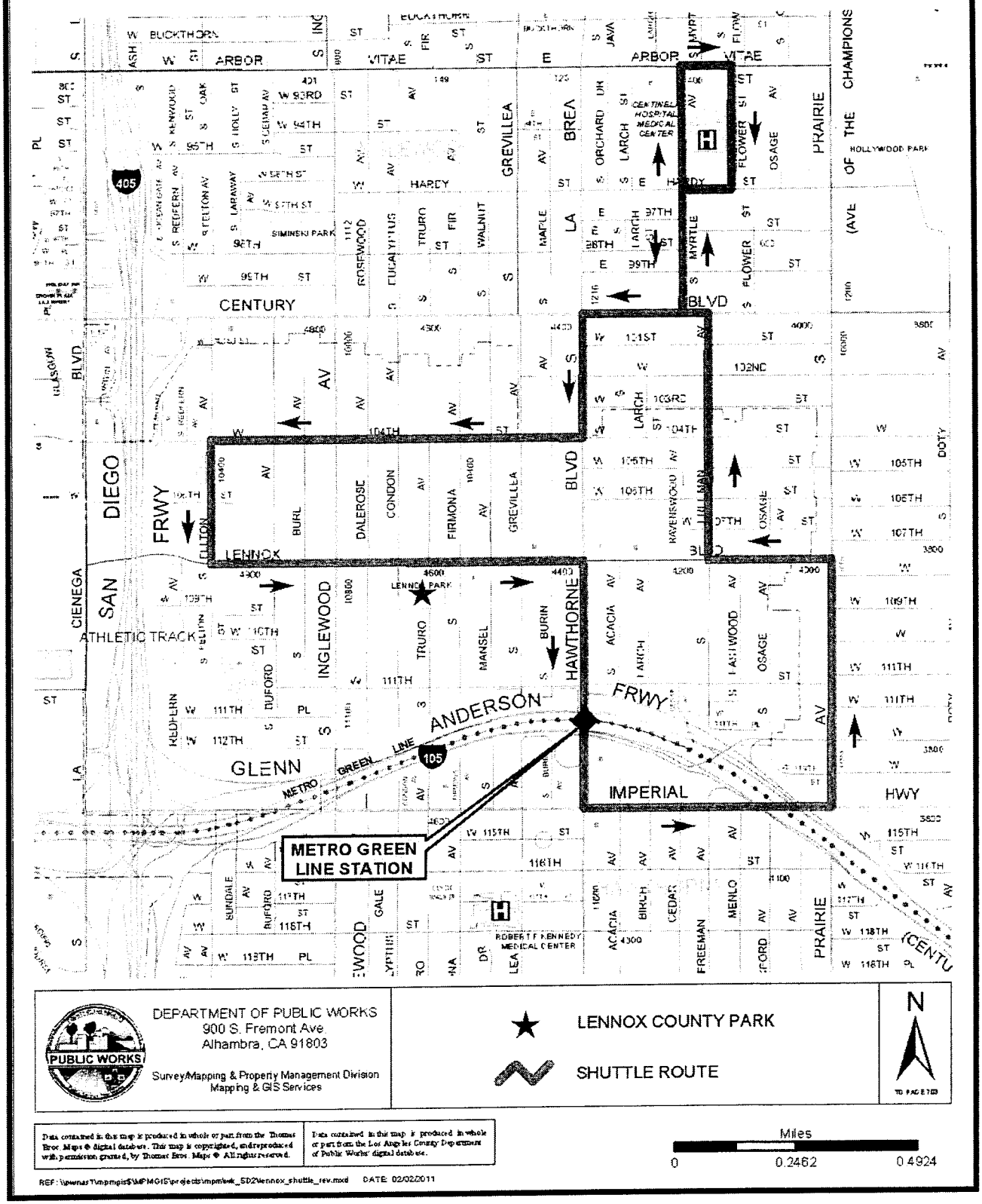


EXHIBIT F

ATHENS SHUTTLE SERVICE

ROUTE DESCRIPTION AND SCHEDULE

The following locations will be the designated timed bus stop locations for use in monitoring on-time performance in accordance with the Contract.

The Bus Shelter on the east side of Western Avenue near the intersection of Western Avenue and Imperial Highway shall be used as the origination and ending point on the circular Athens Shuttle Service route.

SCHEDULE:

Travels every 30 minutes (One Service Vehicle)

TIMED CHECK POINTS/STOP LOCATIONS			MIN AFTER EACH HR:	
DIR	ON	AT		
WB	Western Ave (LA Southwest College)	Imperial Highway	:00	:30
EB	Van Ness Ave	108th Street	:05	:35
SB	108th Street	Normandie Ave	:09	:39
SB	Vermont Ave	Metro Rail Line Station	:14	:44
NB	120th Street (DPSS)	Western Ave	:21	:51
SB	Western Ave (LA Southwest College)	Imperial Highway	:23	:53

SB= South Bound
EB=Western Ave
NB=North Bound
WB= West Bound

Hours of Operation:

From 7 a.m. to 6 p.m., Monday-Friday and Saturday 9 a.m. to 6 p.m.

Fare Structure:

The cash fare is $0.25 per trip. We will also accept as paid fare all Metro Passes and EZ Passes. Also seniors (ages 60 and over), children under age five and persons with disabilities are able to ride for free.

ATHENS SHUTTLE

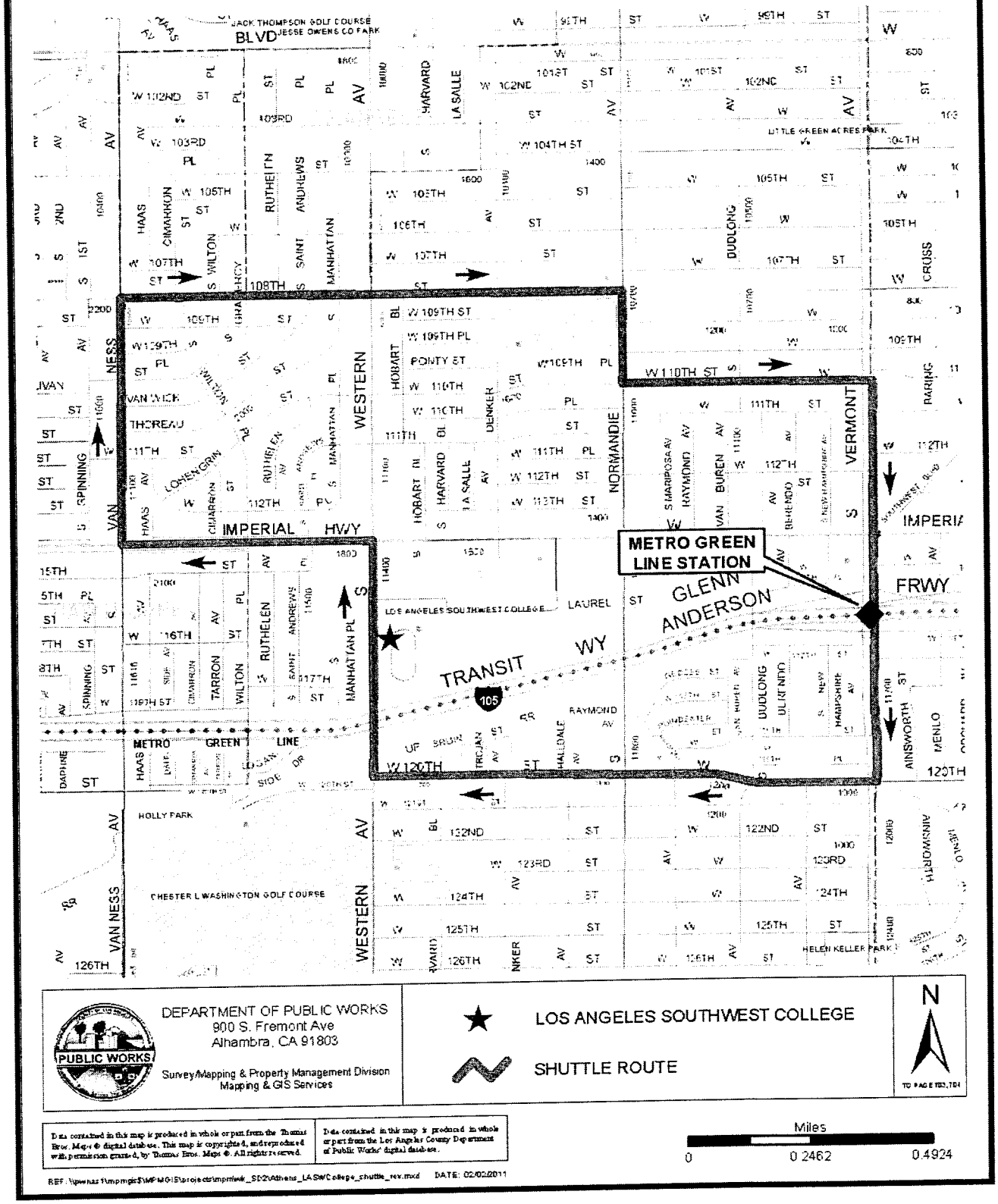

METRO GREEN LINE STATION
GLENN ANDERSON FRWY
IMPERIAL HWY
TRANSIT WY
105
LOS ANGELES SOUTHWEST COLLEGE
METRO GREEN LINE
JACK THOMPSON GOLF COURSE
JESSE OWENS CO PARK
LITTLE GREEN ACRES PARK
HOLLY PARK
CHESTER L WASHINGTON GOLF COURSE
HELEN KELLER PARK
WESTERN AV
VAN NESS AV
NORMANDIE AV
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EXHIBIT G

COUNTY-PROVIDED SERVICE VEHICLE INFORMATION

Vehicle Information

The County plans to provide one service vehicle for the Lennox Shuttle and one service vehicle for the Athens Shuttle as shown below:

ID	Make	Model	Year	Service
L-209	CHEVY	C4500	2010	Lennox Shuttle
L-210	CHEVY	C4500	2010	Athens Shuttle

- 25-foot Cutaway-Bus
- Low emission, alternative fueled Propane-powered (LPG)
- Passenger pull cord system
- "Stop Requested" sign
- Public address system with gooseneck microphone
- Backup alarm
- Driver side viewable backup camera
- 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)

Note: Useful Life for Vehicles L-209 and L-210 is for a 7-year period from November 2010.

EXHIBIT H

CONTRACTOR-PROVIDED SERVICE VEHICLE REQUIREMENTS

Minimum Vehicle Requirements

- 25-foot Cutaway Vehicles
- 16 seated passenger vehicle with standard seating (12 seated passengers with 2 wheelchair positions in use) or 14 seated passenger vehicle with perimeter seating (12 seated passengers with 2 wheelchair positions in use)
- Folding seats are provided in the wheelchair area which cannot be used while wheelchairs are on board
- Vehicle shall never be greater than seven (7) years old throughout the life of the Contract including any option year periods
- Fuel type: Alternative fuel is preferred. Gasoline fuel is acceptable. No diesel fuel (including bio-diesel) is acceptable.
- Minimum 14,000 LB GVWR
- Vertical stanchions
- 86,000 BTU passenger area air-conditioning system
- 24,500 BTU passenger area heating system
- 35,000 BTU passenger area heater
- Passenger pull cord
- "Stop Requested" sign
- Public address system with gooseneck microphone
- Backup alarm
- Ricon model model S-2005 (or equivalent) fully automatic wheelchair lift that includes a manual backup, handrails, California brake interlock and lift pad kit
- ADA-compliant securement system for two (2) wheelchair passengers
- 10 lbs. ABC Fire Extinguisher, first-aid kit and reflector kit
- Inside and outside signage
- Fare Box

SERVICE VEHICLE APPEARANCE/CLEANLINESS CHECKLIST

Date/Time_____ Vehicle No._____

Checked By_____

	VERY GOOD	ACCEPTABLE	UNACCEPTABLE
EXTERIOR			
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/Grabrails			
Information Display Area			
Schedule Holder(s)			
Subtotal			
Total			

OVERALL RATING

_____ VERY GOOD

_____ ACCEPTABLE

_____ UNACCEPTABLE

EXHIBIT J

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. "B" service occurs every 24,000 vehicle miles or 8 months, whichever occurs first. "B" service occurs as part of every "C" Service inspection.

4. "C" service occurs every 48,000 vehicle miles or every 16 months, whichever occurs first.

5. PMI service sequencing (repeats each 48,000 miles).

PMI Service	SERVICE Miles	Or Maximum Days	Joint PMI Services
DVIR	N/A	Daily	
I	N/A	Weekly	
J/A	3,000	30 Days maximum	I and J/A
B	24,000	240 Days maximum	I, J/A and B
C	48,000	480 Days maximum	

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 at least every 7 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 "back-up" 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 anybody 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 (non-diesel 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)
- Re-charging 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 procedures that have been approved by the County. Within one business day of taking the sample, the sample must be delivered to a County 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 small 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.

- 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% 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).

MR-20 MONTHLY RIDERSHIP FORM FOR LACMTA CONSOLIDATED NTD REPORT (#9166) FOR FY 2010-11

EXHIBIT K

Agency

Mode MB

Month	RIDERSHIP INFORMATION (MR-20) Total Boardings	Revenue Hours	Revenue Miles	Total (Vehicle) Hours	Total (Vehicle) Miles	# of Vehicles Operated	rev mph	deadhead mph #	MECHANICAL SYSTEM FAILURES (R-20) Major Incident	Non-Major Incident	SAFETY AND SECURITY *** Major Incident (Safety or Security)	Non-Major Incident Occurrences	Non-Major Incident Arrest/Citations	Fuel Consumption (R-30) Energy Type	Gallons	REPORTING DEADLINE TO MTA *Due to MTA
July '10																August 25th
August '10																September 25th
September '10																October 25th
October '10																November 25th
November '10																December 25th
December '10																January 25th
January '11																February 25th
February '11																March 25th
March '11																April 25th
April '11																May 25th
May '11																June 25th
June '11																July 25th
Total:	0	0	0	0	0				0	0	0	0	0		0	

NOTE -- DEADHEAD MPH SHOULD BE FASTER THAN REVENUE MPH

Mode DR

Month	RIDERSHIP INFORMATION (MR-20) Total Boardings	Revenue Hours	Revenue Miles	Total (Vehicle) Hours	Total (Vehicle) Miles	# of Vehicles Operated	rev mph	deadhead mph #	MECHANICAL SYSTEM FAILURES (R-20) Major Incident	Non-Major Incident	SAFETY AND SECURITY Major Incident (Safety or Security)	Non-Major Incident Occurrences	Non-Major Incident Arrest/Citations	Fuel Consumption (R-30) Energy Type	Gallons	REPORTING DEADLINE TO MTA *Due to MTA
July '10																August 25th
August '10																September 25th
September '10																October 25th
October '10																November 25th
November '10																December 25th
December '10																January 25th
January '11																February 25th
February '11																March 25th
March '11																April 25th
April '11																May 25th
May '11																June 25th
June '11																July 25th
Total:	0	0	0	0	0				0	0	0	0	0		0	

NOTE -- DEADHEAD MPH SHOULD BE FASTER THAN REVENUE MPH

diesel fuel	DF
bio-diesel	BD
gasoline	GA
liquefied gas (propane)	LP
liquefied natural gas	LNG
methanol	MT
ethanol	ET
compressed natural gas	CNG
other	OR

* Mechanical system failure that prevents the vehicle from completing a scheduled revenue trip or from starting the next scheduled revenue trip because actual movement is limited or due to safety concerns. Examples -- brakes, doors, engine cooling system, steering and front axle, rear axle, and suspension and torque converters.
* Other mechanical failures that prevent the vehicle from completing a scheduled revenue trip or from starting the next scheduled revenue trip even though it may be able to operate in revenue service. Examples -- breakdowns of fareboxes, wheelchair lifts, HVAC ststems and other non major mechanical failures.

*** SAFETY AND SECURITY THRESHOLDS

Thresholds		
Major Incident S & S-40 (Safety or Security)	Non-Major Incident S & S - 50	
	Incidents not already reported on the Major Incident Reporting form.	Occurrence of Part I offenses (except homicide):
Existence of one or more of the following conditions:	Occurrences	Arrests/Citations
1. One or more fatalities (including suicide)	1. Robbery (confrontational theft)	1. Other (non-aggravated) Assaults
2. Injuries requiring immediate medical attention from the scene for one or more persons (ambulance)	2. Larceny (non-confrontational theft)	2. Fare Evasion
3. Property damage equal to or exceeding $25,000	3. Burglary	3. Trespassing
4. An evacuation due to life safety reasons (ex. CNG leak)	4. Motor Vehicle Theft	4. Vandalism
	5. Other Safety Occurrences not Otherwise Classified (injuries)	5. Nonviolent Civil Disturbance
	6. Fires that don't require evacuation	

4. Authorize the Director of Public Works or her designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contracts, if required, and to adjust the annual contract sum for each option year over the term of the contract to allow for any increase in fuel cost and disposal fee adjustments in accordance with the contract.

5. Authorize the Director of Public Works or her designee to renew the contract for each additional renewal option if, in the opinion of the Director of Public Works or her designee, the contractor 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 her designee, it is in the best interest of the County of Los Angeles to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to provide street sweeping services to County of Los Angeles (County) maintained streets, highways, alleys, and parking lots in the unincorporated County area of Marina del Rey, et al., Road Division 233 and Road Division 433. The contractor will service approximately 2,652 curb miles, 104 paved alley miles, and 639 parking lot sweepings each year. The Department of Public Works (Public Works) has contracted for these services since 1994.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1) and Community and Municipal Services (Goal 3). The contractors who have the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive and cost-effective manner will support Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

This contract is for an annual amount of $143,545 plus 10 percent of the contract sum for unforeseen, additional work within the scope of the contracts; and fuel and disposal fee adjustments in accordance with the contract. This amount is based on Public Works' estimated annual requirements for these services at the unit prices quoted by the contractor.

EXHIBIT L

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 the 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 testing within three (3) hours of a traffic accident or incident giving rise to a suspicion of substance abuse

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

The 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. The 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, the Contractor shall permanently prohibit these individuals from servicing or operating Service Vehicles pursuant to the Scope of Work.

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

The Contractor shall identify all personnel, independent contractors', or subcontractors' employees scheduled to service or operate Service Vehicles pursuant to the 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 1.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, the Contractor shall immediately suspend that individual from servicing or operating a Service Vehicle pursuant to the Scope of Work.

If the finding of substance abuse is not overruled upon review, the Contractor shall permanently prohibit any such individual from servicing or operating a Service Vehicle pursuant to the 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 of Service Vehicles or Performance of Function with Potential Impact upon Public Safety

The Contractor shall, upon receipt of substance abuse test results warranting action herein under, notify the subject individual of his immediate suspension and of the Contractor's intention to prohibit performance of specified duties. The 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 the Contractor, an employee representative (who shall be an employee of the Contractor), and a third party chosen by the other two (2).

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 the 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 the 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 the Contractor will not refuse to honor a criminal or civil subpoena relative thereto.

3. Liability

The County shall indemnify, defend, and hold harmless the 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 the Contractor to subject its employees to mandatory random drug and alcohol abuse testing, or to require its subcontractors to do the same.

LOS ANGELES COUNTY MANDATORY
CONTROLLED SUBSTANCE AND ALCOHOL TESTING PROGRAM
QUARTERLY REPORT

Contractor: _____ **Reporting Period:** _____

Agreement/Contract No.: _____ **Project:** _____

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 fifteen (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

		DRIVERS	MECH.	OTHER	TOTAL
I.	**RANDOM TESTING**				
a.	Number of drivers and mechanics assigned to project 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.	**PRE-EMPLOYMENT TESTING**				
a.	Number of potential employees tested	_____	_____	_____	_____
b.	Number of positive tests results	_____	_____	_____	_____
c.	Action taken on positive tests	_____	_____	_____	_____
III.	**INCIDENT-RELATED TESTING**				
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 _____

EXHIBIT M

TRANSIT SECURITY PLAN

(To be provided by the Contractor)

EXHIBIT N

Sample Calculation of the Fuel Adjustment

Sample Calculations for Purchasing Fuel at Market Prices

Following sample data will be used to calculate sample calculation of fuel adjustment

Hourly Rate from PW-2, Schedule of Prices: $15.00
Proposal due date: August 2005
Contract start date: July 2006

Fuel Adjustment (FA) Component for Diesel price:

Diesel (On-Highway) - May 2005	245.02 cents per gallon
Diesel (On-Highway) - April 2006	293.23 cents per gallon
Percent change in Diesel (On-Highway)	19.7% increase*

Adjusted Hourly Rate (FA component):
= (10% of hourly rate) x (Percent change in Diesel Price)
= [(10%) x ($15.00)] x (19.7%)
= ($1.50) x (19.7%)
= $0.30 Fuel Adjustment (increase)

Adjusted Hourly Rate for July 2006
$15.00 + $0.30 = $15.30

Sample Calculation for Purchasing Fuel Under Long-Term Fuel Supply Agreement

Following sample data will be used to calculate sample calculation of fuel adjustment

Hourly Rate from PW-2, Schedule of Prices: $15.00
Proposal due date: August 2005 (Long-Term Fuel Price : $2.00 per gallon)
Contract start date: July 2006
Renegotiation of Fuel Price: September 2006 (renegotiated price is $2.25 per gallon)

Fuel Adjustment (FA) Component for Contract price:

August 2005	200.00 cents per gallon
Renegotiated Price in September 2006	225.00 cents per gallon
Percent change in Diesel (long-term price)	12.5% increase*

Adjusted Hourly Rate (FA component):
= (10% of hourly rate) x (Percent change in price)
= [(10%) x ($15.00)] x (12.5%)
= ($1.50) x (12.5%)
= $0.19 Fuel Adjustment (increase)

Adjusted Hourly Rate for September 2006
$15.00 + $0.19 = $15.19

---

* If the percent increase/decrease is less than 5, no fuel adjustment will be granted.

PROPOSAL FOR RFP No.2011-PA005
LENNOX AND ATHENS SHUTTLE SERVICES

PREPARED FOR:

County of Los Angeles

SUBMITTED TO:

County of Los Angeles Department of Public Works

PROPOSAL CONTACT:

Dwight Brashear
Executive Vice President, Business Development
Diversified Transportation, LLC d/b/a Tectrans
6053 W. Century Blvd., 9th Floor
Los Angeles, CA 90045
Phone: (310) 981-9500
Fax: (310) 981-9501
dbrashear@tectrans.com

TECTRANS

- CDSNet
- FMS Infoserv
- Diversified Transportation
- Mobility Plus Transportation
- LSF Shuttle
- MyTransitPlus
- Paul's Yellow Cab
- Western Transit Systems
- Yellow Cab of Greater Orange County

April 27, 2011

County of Los Angeles Department of Public Works
900 South Fremont Avenue
Alhambra, CA 91803

RE: RFP # 2011-PA005 Lennox and Athens Shuttle Services

To Whom It May Concern:

Diversified Transportation, LLC, doing business as Tectrans, is pleased to submit the following proposal for the Lennox and Athens Shuttle Services for the County of Los Angeles Department of Public Works. Our proposal meets all the requirements outlined in this Request for Proposal (and its addendum) and covers the entire Scope of Work and the entire service area. We are confident that you will find our submittal exceeds the expectations that LADPW and its ridership have for these services.

Firm Name:	Tectrans
Address:	6053 W. Century Boulevard, 9th Floor, Los Angeles, CA 90045
Phone:	(310) 981-9500, ext. 180
Contact Person:	Mr. Dwight Brashear, Executive Vice President, Business Development (company's authorized representative)

We are truly excited about this opportunity and look forward to discussing our qualifications and approach more completely in an interview with you and the other members of the contractor evaluation committee.

Sincerely,

Dwight D. Brashear
Executive Vice President, Business Development

6053 West Century Boulevard, 9th Floor
Los Angeles, California 90045
Telephone: 310•981•9500 Fax: 310•981•9501
www.tectrans.com

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EXECUTIVE SUMMARY

Tectrans is a premier provider of fixed-route shuttle services, and we are committed to making the Lennox and Athens Shuttle project a success for Los Angeles County, its riders and all its stakeholders. Throughout this proposal, you will find that our experience, references, project staffing, corporate leadership, corporate support, and work plan prove our commitment to high quality customer satisfaction and successful service delivery.

The cornerstone of our success is the positive leadership and professional experience of our local staff and our leadership team. Our team of transit and transportation professionals offers something truly special to the passenger transportation industry - a unique combination of professional transit experience and customer care. We strive to bring a personal touch and a feel good smile to our daily task of delivering high quality, professional transit services on the street.

We build this successful combination of professionalism and customer service through continuous focus on our core values and by implementing innovative tools and best transit practices. These value-added features are our way of improving on the standard transit offering traditionally provided by large transit companies, and improving the transit experience for riders.

Tectrans demonstrates throughout this proposal that we provide Los Angeles County with the best qualities of a local transit operator: professional expertise and customer focus. Our proven ability to provide exceptional fixed-route and paratransit services to local transit customers nationwide, and our focus on providing long-term value to our customers, has guided our decision to provide a single all-inclusive proposal for operation of all aspects of the Lennox and Athens Shuttle service, including fixed-route and paratransit operations, along with maintenance for both modes. Our unique combination of transit expertise and local customer care, which includes our dedicated support resources, enhanced training programs, and customer care programs, cannot be offered by a smaller local service provider or by a larger national contractor. We are convinced that Tectrans offers the best combination of local strength and corporate capabilities to operate the Lennox and Athens Shuttle project for Los Angeles County. Tectrans truly has "the power to move you."

4. SUPPORT DOCUMENTS

State of California
Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME: DIVERSIFIED TRANSPORTATION, LLC

FILE NUMBER:	200612610169
FORMATION DATE:	05/03/2006
TYPE:	DOMESTIC LIMITED LIABILITY COMPANY
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 January 20, 2011.

Debra Bowen

DEBRA BOWEN
Secretary of State

NP-25 (REV 1/2007)

GNM
OSP 06 98731

L

State of California
Secretary of State

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STATEMENT OF INFORMATION
(Limited Liability Company)

Filing Fee $20.00. If amendment, see instructions.

IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

1. LIMITED LIABILITY COMPANY NAME (Please do not alter if name is preprinted.)

DIVERSIFIED TRANSPORTATION, LLC

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

MAR 2 2 2010

A/6. [illegible] /26 Ref 5/11/10

This Space For Filing Use Only

DUE DATE:

FILE NUMBER AND STATE OR PLACE OF ORGANIZATION

2. SECRETARY OF STATE FILE NUMBER	3. STATE OR PLACE OF ORGANIZATION
200612610169	CALIFORNIA

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 AND STATE	ZIP CODE
6053 WEST CENTURY BLVD 9TH FL	LOS ANGELES, CA	90045

5. CALIFORNIA OFFICE WHERE RECORDS ARE MAINTAINED (DOMESTIC ONLY)	CITY	STATE	ZIP CODE
6053 WEST CENTURY BLVD. 9TH FLOOR	LOS ANGELES	CA	90045

NAME AND COMPLETE ADDRESS OF THE CHIEF EXECUTIVE OFFICER, IF ANY

6. NAME	ADDRESS	CITY AND STATE	ZIP CODE
MICHAEL GRIFFUS	6053 WEST CENTURY BLVD, 9TH FL.	LOS ANGELES	90045

NAME AND COMPLETE ADDRESS OF ANY MANAGER OR MANAGERS, OR IF NONE HAVE BEEN APPOINTED OR ELECTED, PROVIDE THE NAME AND ADDRESS OF EACH MEMBER (Attach additional pages, if necessary.)

7. NAME	ADDRESS	CITY AND STATE	ZIP CODE
MICHAEL GRIFFUS	6053 WEST CENTURY BLVD, 9TH FL.	LOS ANGELES, CA	90045
8. NAME	ADDRESS	CITY AND STATE	ZIP CODE
JOHN BUSSKOHL	6053 WEST CENTURY BLVD, 9TH FL.	LOS ANGELES, CA	90045
9. NAME	ADDRESS	CITY AND STATE	ZIP CODE
FRANCIS G. HOMAN	6053 WEST CENTURY BLVD	LOS ANGELES, CA	90045

AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and Item 11 must be completed with a California address. If the agent is a corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 11 must be left blank.)

10. NAME OF AGENT FOR SERVICE OF PROCESS

C T CORPORATION SYSTEM C0168406

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

TYPE OF BUSINESS

12. DESCRIBE THE TYPE OF BUSINESS OF THE LIMITED LIABILITY COMPANY

PASSENGER SHUTTLE AND PARATRANSIT

13. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.

SUSAN SOH	[signature]	ACCOUNTING MAN	3/18/2010
TYPE OR PRINT NAME OF PERSON COMPLETING THE FORM	SIGNATURE	TITLE	DATE

LLC-12 (REV 03/2007) APPROVED BY SECRETARY OF STATE

1/2

200612616/69

Attachment to Statement of Information (Limited Liability Company)

Additional Manager/Member:

- Brian Sullivan
  6053 West Century Blvd., 9th Fl.
  Los Angeles, CA 90045

5. EXPERIENCE

Tectrans is a premier full-service fixed-route passenger transportation provider that successfully operates contracted transportation services throughout California and Florida. We provide our clients a full-spectrum of transportation management services, including fixed-route transit, commuter shuttles, and community circulator shuttles, to a wide variety of transit authorities, city and county governments, colleges and universities, and private corporations.

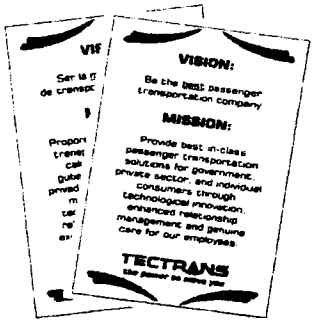
The Tectrans leadership team brings more than 300 combined years of experience in the transit and specialized passenger transportation industry, and has positioned Tectrans as a preferred transportation provider. Tectrans local operations share a corporate commitment to provide the highest quality, integrated transportation services to the transportation dependent community. From the creation of a transportation idea to the completion of a contract, we are able to bring our clients' strategic and operational vision to life with quality that is unlike any other. Our team achieves success through our focus on the customer along with the application of new technologies and transportation best practices for both new and current customers.

Transit Customers have responded to the Tectrans offering of innovative and customer focused transportation services, and allowed our company to grow at a steady pace. The following is a brief history of the Tectrans organization, providing a summary of significant events in our formation:

- **June 2006:** Tectrans is formed through the simultaneous purchase of seven transportation and technology companies operating 800 vehicles, with combined revenues of $32 million. Contracted fixed-route and paratransit services form the foundation of Tectrans.
- **April 2007:** Tectrans begins operations for San Francisco Paratransit service and restores safe and timely transportation to riders, becoming the largest provider of trips for the San Francisco Paratransit brokerage program.
- **December 2007:** Tectrans expands into the Ft. Lauderdale/Miami, Florida, area, providing over 1,000 daily rides for ADA and medical transportation clients, including the largest contracted operations for the Broward County ADA/Transportation Disadvantaged program.
- **May 2008:** Tectrans begins operation of the courtesy shuttle service for the Ft. Lauderdale-Hollywood International Airport. The transition from the former operator is seamless, and service immediately improves.
- **March 2008:** Tectrans begins transportation operations for the North Los Angeles County Regional Center. Successfully transitioning 84 routes over one weekend, with only three months' lead time, Tectrans completes a full transition, requiring new buses, a new management team, a new facility including maintenance, networks, and all supporting operations.
- **July 2010:** Tectrans begins to provide Rental Car Shuttle service at Miami International Airport (MIA) operating over 60 vehicles to and from terminals and the new consolidated rental car center. The midnight start-up of operations on is nearly flawless and draws zero complaints.
- **October 2010:** Tectrans successfully starts up three new operating contracts on the same day, including Collier Area Transit in Naples, FL, "The Bus" paratransit service in Merced County, CA, and a conversion of the City of Margate, FL's fixed-route service from in-house to contracted operations.
- **November 2010:** Tectrans begins service for the Monrovia Transit fixed route and local dial-a-ride service, providing a seamless transition for transit dependent riders.
- **December 2010:** Tectrans begins daily operations of the Pomona Valley Transportation Authority Get About paratransit service in Pomona, CA, bringing an innovative paratransit program to life for seniors and disabled riders in the four-city Pomona Valley region.

TECTRANS PHILOSOPHY

Tectrans was founded on the belief that transit agencies, municipalities, and other transportation agencies are seeking a new alternative in the contracted transportation marketplace. Significant consolidation under foreign-owned companies in the last ten years has left the industry with fewer and fewer alternatives, and created a void between large multi-national companies (who often seem detached from their customers) and small local companies (who often lack resources or the capital needed to grow and evolve as their customers' needs change). Tectrans is filling that void by providing an alternative for transit agencies who need the responsiveness of a locally experienced and managed partner, yet also need the resources and talent base of a larger company. Tectrans is selective about the opportunities we pursue, because we are convinced that you do not have to be the biggest to be the best.



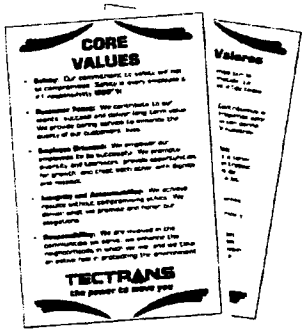
TECTRANS VISION STATEMENT

Be the best passenger transportation company.

TECTRANS MISSION STATEMENT

Provide best-in-class passenger transportation solutions for government, private sector, and individual consumers through technological innovation, enhanced relationship management and genuine care for our employees.

TECTRANS CORE VALUES



- **Safety:** Our commitment to safety will not be compromised. Safety is every employee's #1 responsibility.
- **Customer Focus:** We contribute to our clients' success and deliver long-term value. We provide caring service to enhance the quality of our customers' lives.
- **Employee Oriented:** We empower our employees to be successful. We promote diversity and teamwork, provide opportunities for growth, and treat each other with dignity and respect.
- **Integrity and Accountability:** We achieve results without compromising ethics. We deliver what we promise and honor our obligations.
- **Responsibility:** We are involved in the communities we serve, we enhance the neighborhoods in which we live, and we take an active role in protecting the environment.

TECTRANS TRANSPORTATION EXPERIENCE

Tectrans is an experienced transit provider, and operates numerous contracted fixed-route, shuttle, paratransit, dial-a-ride and call center services. In the table below, we have provided a comprehensive list of Tectrans clients that provides a general overview of the scope and scale of services we provide. While serving more than 70 current transportation clients, in our history as both Tectrans and prior legacy companies, we have never had a contract end prior to its scheduled conclusion for any reason.

#	Customer	Customer Since	Type of Service	Location
1	Alzheimer's Family Services	2009	Paratransit	Huntington Beach, CA
2	Anaheim Resort Transportation	1995	Dial-a-Cab	Anaheim, CA
3	Bay Area Rapid Transit District (BART)	1995	Fare Media Sales and Customer Service	San Francisco Bay Area, CA
4	Broward County	November 2010	Fixed-Route	Fort Lauderdale, FL
5	Burbank-Glendale-Pasadena Airport Authority (BUR)	2010	Fleet Management & Maintenance	Burbank, CA
6	California State Polytechnic University, Pomona	2009	Fixed Route	Pomona, CA
7	California State University, Dominguez Hills	2010	Fixed Route	Carson, CA
8	California State University, Northridge	2010	Fixed Route	Northridge, CA
9	City of Anaheim, Senior Mobility Program	1985	Paratransit	Anaheim, CA
10	City of Aventura	2003	Fixed Route	Aventura, FL
11	City of Beverly Hills	2009	Paratransit Program Administrator	Beverly Hills, CA
12	City of Boca Raton	2008	Fixed Route	Boca Raton, FL
13	City of Brea	1985	Fixed Route	Brea, CA
14	City of Coral Springs	2005	Fixed Route	Coral Springs, FL
15	City of Dania Beach	2004	Fixed Route	Dania Beach, FL
16	City of Doral	2008	Fixed Route	Doral, FL
17	City of Hallandale Beach	2003	Fixed Route	Hallandale Beach, FL
18	City of Hillsboro Beach		Fixed Route	Hillsboro Beach, FL
19	City of Homestead	2010	Fixed Route	Homestead, FL
20	City of La Habra	1985	Paratransit	La Habra, CA
21	City of Lauderdale Lakes	2006	Fixed Route	Lauderdale Lakes, FL
22	City of Lauderhill	2009	Fixed Route	Lauderhill, FL
23	City of Margate	Oct 1, 2010	Fixed Route	Margate, CA
24	City of Maywood	1985	Dial-a-Ride	Maywood, CA
25	City of Monrovia	Nov 1, 2010	Dial-a-Ride & Trolley Service	Monrovia, CA
26	City of North Lauderdale	2006	Fixed Route	North Lauderdale, FL
27	City of Oakland Park	2006	Fixed Route	Oakland Park, FL
28	City of Opa Locka	2011	Fixed Route	Opa Locka, FL
29	City of Parkland	2005	Fixed Route	Parkland, FL
30	City of Plantation	2001	Fixed Route	Plantation, FL
31	City of Pompano Beach	2003	Fixed Route	Pompano Beach, FL
32	City of Temple City	2004	Dial-a-Ride	Temple City, CA
33	City of Walnut	1998	Dial-a-Cab	Walnut, CA
34	City of West Hollywood	2009	Paratransit Program Administrator	West Hollywood, CA
35	City of Yorba Linda	2008	Senior Shuttle	Yorba Linda, CA
36	Collier County	Oct 1, 2010	Fixed Route; Paratransit; Transit Management	Naples, FL
37	Contra Costa County Transit Authority (CCCTA)	2008	Online Fare Media Sales	Concord, CA
38	CVS Pharmacy LPGA Challenge	2007	VIP Shuttle	Danville, CA
39	Diamond Ride	1995	Dial-a-Cab	Diamond Bar, CA
40	Downtown Ft. Lauderdale Transportation Management Association	2005	Fixed Route	Ft. Lauderdale, FL

#	Customer	Customer Since	Type of Service	Location
41	**Fort Lauderdale-Hollywood International Airport (FLL)**	1987-2002, 2008	Airport Shuttle	Fort Lauderdale, FL
42	**Get About/Pomona Valley Transportation Authority**	1996	Dial-a-Cab	La Verne, CA
43	**Golden Gate Regional Center**	2006	Paratransit	San Francisco, CA
44	**Harbor Regional Center**	1988	Paratransit	Torrance, CA
45	**Long Beach Community College District**	2009	Fixed Route	Long Beach, CA
46	**Los Angeles Department of Transportation (LADOT)**	1989	Paratransit Program Administrator (CityRide)	Los Angeles, CA
47	**Memorial HealthCare Systems**	2006	Fixed Route	Hollywood, FL
48	**Merced County**	2010	Dial-a-Ride	Merced, CA
49	**Miami International Airport (MIA) Consolidated Rental Car Shuttle**	2010	Airport Shuttle	Miami, FL
50	**Miami Shores Village**	2006	Fixed Route	Miami Shores, FL
51	**North Los Angeles County Regional Center**	2007	Paratransit	Van Nuys, CA
52	**Orange County Transportation Authority**	2001	Paratransit	Orange, CA
53	**Playa Vista Beach Shuttle**	2008	Fixed Route	Playa Vista, CA
54	**Pomona Valley Transportation Authority**	Dec 18, 2010	Paratransit	Pomona, CA
55	**Raytheon**	2004	Fixed Route	El Segundo, CA
56	**Regional Center of Orange County**	1992	Paratransit	Santa Ana, CA
57	**Regional Center of the East Bay**	2007	Paratransit	Moorpark, CA
58	**San Bernardino County**	2007	Demand/Response	San Bernardino, CA
59	**San Dimas Dial-A-Cab/Pomona Valley Transportation Authority**	1987	Dial-a-Cab	La Verne, CA
60	**San Francisco MTA / SF Paratransit**	2007	ADA Paratransit	San Francisco, CA
61	**South Florida Regional Transportation (SFRTA)**	2003	Fixed Route	Pompano Beach, FL
62	**TODA Development (600 Townsend Center)**	2007	Fixed Route	San Francisco, CA
63	**Town of Bay Harbor Islands**	1992	Fixed Route	Bay Harbor Islands, FL
64	**Town of Davie**	2005	Fixed Route	Davie, FL
65	**Town of Miami Lakes**	2005	Fixed Route	Miami Lakes, FL
66	**Town of Surfside**	2006	Fixed Route	Surfside, FL
67	**Tri-Counties Regional Center**	2008	Paratransit	Santa Barbara, CA
68	**Village of Bal Harbour**	2004	Fixed Route	Bal Harbour, FL
69	**Village of Palmetto Bay**	2006	Fixed Route	Palmetto Bay, FL
70	**Village of Surfside**	2006	Fixed Route	Surfside, FL
71	**Westside Regional Center**	2008	Paratransit	Culver City, CA

TECTRANS REFERENCES

We have provided a select list of Tectrans clients in the following table. These references have been selected to demonstrate our unique ability to provide the Lennox and Athens Shuttle Services. Each reference demonstrates our experience meeting the needs of similar-sized contracted fixed-route transit services.

Client Name:	**California State University – Dominguez Hills**
Address:	1000 E. Victoria Street Carson, CA 90747
Telephone Number	(310) 243-2893
Contact Person	Ms. Cynthia Jones-Hunter, Transportation Coordinator
Annual Revenues	$81,000
Length of Service	2010 – Present
Type of Service	Campus and parking lot shuttle bus service serving students and faculty.

Client Name:	**Long Beach Community College District**
Address:	4901 E. Carson Street Long Beach, CA 90808
Telephone Number	(562) 938-4713
Contact Person	Mr. John Meyer
Annual Revenues	$360,000
Length of Service	2009 - present
Type of Service	Campus and parking lot shuttle bus service serving students and faculty.

Client Name:	**Raytheon Employee Shuttle**
Address:	P.O Box 650408 Dallas, TX 75265-0408
Telephone Number	(310) 647-9471
Contact Person	Ms. Laura Herrera
Annual Revenues	$500,000
Length of Service	2004 - present
Type of Service	Business campus and parking lot shuttle bus service serving Raytheon employees.

Client Name:	**Monrovia Transit**
Address:	415 S. Ivy Ave Monrovia, CA 91016
Telephone Number	(626) 932 - 5550
Contact Person	Mr. Craig Jimenez
Annual Revenues	$685,000
Length of Service	November 2010 - Present
Type of Service	Downtown Trolley Bus and Dial-A-Ride service for the City of Monrovia.

Client Name:	**Pomona Valley Transportation Authority**
Address:	2120 Foothill Blvd, Suite 116 La Verne, CA 91750
Telephone Number	909.596.7664
Contact Person	Mr. George Sparks
Annual Revenues	$2,900,000
Length of Service	1987 – Present
Type of Service	ADA Paratransit, demand response, overflow advanced scheduled reservations, real time and same day return trips provided for seniors and disabled residents.

Client Name:	**California State University - Northridge**
Address:	18111 Nordhoff Street Northridge, CA 91330
Telephone Number	(818) 677-3946
Contact Person	Ms. Astrid Logan, Transportation Coordinator
Annual Revenues	$225,000
Length of Service	2010 - present
Type of Service	Campus and parking lot shuttle bus service serving students and faculty.

Client Name:	**California State Polytechnic University, Pomona**
Address:	3801 West Temple Avenue Pomona, CA 91768
Telephone Number	(909) 869-3001
Contact Person	Mr. Glenn Shenker, Director of Parking and Transportation
Annual Revenues	$120,000
Length of Service	2008 - present
Type of Service	Campus and parking lot shuttle bus service serving students and faculty.

STAFFING AND MANAGEMENT PLAN

Tectrans is proud of the team of individuals leading our transportation operations. Over the following pages, Tectrans provides you with an introduction to our expert project level staff, our company's corporate leaders, and the critical support staff that form the foundation of our efforts to provide exceptional transportation services to our riders and contract agencies.

KEY PERSONNEL

These individuals provide the front line of operations expertise and customer service focus that drives our high quality transportation operations. We are proud that all of the key personnel proposed for the LADPW Service are current Tectrans employees, working for our company today. They all have a proven track record of success, and Tectrans affirms that these key personnel will be available and assigned to the LADPW Service for the duration of the project. Tectrans affirms that our key personnel will be available and assigned to the Lennox and Athens Shuttle project for the duration of the project and as required by the contract specifications. These key personnel will not be removed or replaced without the prior written concurrence of the County.

PROJECT MANAGER

Tectrans proposes **Ms. Robin Pete** as Project Manager for Lennox and Athens Shuttle services. As demonstration of our commitment to the success of this service, we are committing one of our most qualified and experienced transportation professionals as Project Manager for this important assignment. She is an extremely talented, experienced project manager who has an amazing background and the skill set to make any transportation service run smoothly and efficiently. We are confident in her ability to make the start-up and transition of Lennox and Athens Shuttle services as smooth as possible. Robin has succeeded at every level of transit services, and has established a particularly strong reputation for her commitment to safety and responsiveness to customers.

Robin worked for Tectrans-legacy company Diversified Paratransit from 1999 to 2006 (prior to Tectrans' acquisition of Diversified in 2006), assuming various management roles and always providing high quality operations and services. In 2008, our management team recruited Robin back to lead our Long Beach Terminal, and Robin has been a valued member of the Tectrans team since then. She has proven experience providing quality transportation to dial-a-ride customers, disabled riders, and the transit dependent, special needs communities for many years. A resume for Robin Pete is included in the Appendix at the end of this proposal.

Robin will manage all elements of Lennox and Athens Shuttle services. Her major responsibilities will include assessing daily system performance, approving and submitting all project reporting, directing program activities, and communicating common goals and objectives. Additional duties will include overseeing the start-up and transition, regulatory compliance, quality assurance oversight, and coordinating with LADPW staff on project operations. Robin is available (and has been called on) at any time of the day and night. She understands our company standards of excellent and "silent" (i.e., complaint-free) service for our customers.

OPERATIONS MANAGER

Mr. David Saldana is a 15-year employee of Tectrans and currently serves as the Operations Manager at our Long Beach terminal. David is a tireless worker who motivates his people and gets results. He will demand that all involved in delivering your service will meet or exceed performance expectations and he demands discipline of the Vehicle Operators and their compliance with every driver duty. Because of his attention to detail, you will find our drivers in uniform and on-time in clean presentable equipment. While David is a demanding supervisor, his interpersonal skills are the best in the industry, and you will find he is well liked by his employees. He instills pride in the operators, and his operations have high morale and a can-do attitude. David has organized Tectrans' participation in several regional and state-wide operator "Roadeo" competitions, as well as the national Community Transportation Association of America (CTAA) National Roadeo in 2010.

As Operations Manager, David is primarily responsible for driver and vehicle scheduling, operations monitoring, and making daily service adjustments. He maintains effective coordination with both the vehicle maintenance and dispatch staff to ensure effective delivery of fixed route and dial-a-ride services. A resume for David Saldana is included in the Appendix at the end of this proposal.

MAINTENANCE MANAGER

Tectrans proposes **Mr. Moses Garcia** as Maintenance Manager for the Lennox and Athens Shuttle service. Moses has worked for Tectrans in our Long Beach Terminal maintenance department since 2001, and has extensive experience maintaining transit and paratransit vehicles. Moses will be responsible for the complete maintenance program for all service vehicles, and most importantly implementation of, and compliance with, our complete preventive maintenance program. Operating on-site at our Long Beach terminal, Moses will direct and supervise all maintenance activities, including supervision of mechanic staff; vendor relations and parts procurement; warranty repair; alternative fuels training and expertise; and coordination of corporate support. A resume for Moses Garcia is included in the Appendix at the end of this proposal.

CORPORATE LEADERSHIP

Tectrans corporate leaders are an integral part of the Tectrans key management team and are vital to making its daily operations so successful. They provide oversight, direction and support to the dedicated local Project Manager and his staff.

Mike Griffus (left), Valerie Flores, John Busskohl (right)

VALERIE FLORES: SENIOR VICE PRESIDENT, WEST BUS OPERATIONS

Ms. Valerie Flores, Senior Vice President, West Bus Operations is a veteran of both the private sector and public sector transit industry. Over an 18-year career, Valerie has operated large ADA paratransit services in urban settings like Las Vegas, NV, the San Francisco Bay Area, and provided area oversight for multiple ADA and transit contracts in the Midwest. In her public-sector career, Valerie managed the contracted transit services for the Denver RTD, managing multiple transportation operators contracted to provide both fixed route and ADA services to transit riders.

With extensive senior management experience in both the public and private sectors, Valerie offers a unique perspective on contracted transportation operations, with the ability to build teaming relationships with customers and riders to ensure excellent customer service through a partnership approach that ensures contract compliance. Valerie joined the Tectrans team in 2010 as the Senior Vice President – West Operations, with oversight and management responsibility for all transportation operations and related functions in the West Region, by providing direct access to corporate resources. In this position, she reports directly to the Chief Operating Officer and serves as the principal liaison between the local management team and Tectrans Executive Management. A resume for Ms. Valerie Flores is included in the Appendix at the end of this proposal.

JOHN BUSSKOHL: CHIEF OPERATING OFFICER

Mr. John Busskohl, Chief Operating Officer of Tectrans, grew up working in the family-owned bus business, with operations in Iowa, Nebraska, and South Dakota. An Iowa native, John was literally born into the bus business, working as a mechanic during high school. John graduated from Iowa State University in 1987 with a Bachelor's degree in Industrial Engineering and began working for Ingersoll Rand as a sales engineer. Re-joining the family business in 1991, John relocated to Phoenix, AZ as Vice President of Sales, eventually becoming Project Manager and co-owner in 1993. After converting the family business to a Coach USA company in 1996, John became a founding shareholder and operated the company as the Phoenix branch of Coach USA from 1996 until 1999 when he was promoted to Vice President responsible for Coach USA's West Region operations and relocated with his wife and two daughters to Las Vegas. In 2005 John changed roles with Coach USA, taking on the challenge of Vice President of Sales and Marketing, until he joined the Tectrans team in 2009 as COO. John has direct oversight responsibility for all transportation operations for Tectrans operating companies. A resume for Mr. John Busskohl is included in the Appendix at the end of our proposal.

MICHAEL GRIFFUS: CHIEF EXECUTIVE OFFICER

Mr. Michael Griffus, Chief Executive Officer of Tectrans, is a 25-year veteran of the transit and transportation industry, with extensive experience in vehicle operations for courtesy shuttles, transit and paratransit service, school bus, and private shuttles nationwide. A veteran of the United States Marine Corps and a graduate of the University of Washington in Seattle, Mike takes an active role in promoting and directing the activities of the company he joined as CEO in early 2010. Prior to joining Tectrans, Mike served as the President and COO of Veolia, holding overall responsibility for client satisfaction at more than 120 contract locations. These locations included numerous courtesy shuttle operations, including the Phoenix Airport shuttle operations among others. He has negotiated and managed dozens of labor union agreements, including collective bargaining agreements with the Teamsters, ATU, TWU, UTU and SEIU among others. Mike has an unwavering commitment to safety and ensures that the entire Tectrans organization

understands that, from the top down and from the bottom up, Safety is Every Employee's #1 Priority. A resume for Mr. Michael Griffus is included in the Appendix at the end of our proposal.

DANIEL MORENO: WEST REGION DIRECTOR OF MAINTENANCE

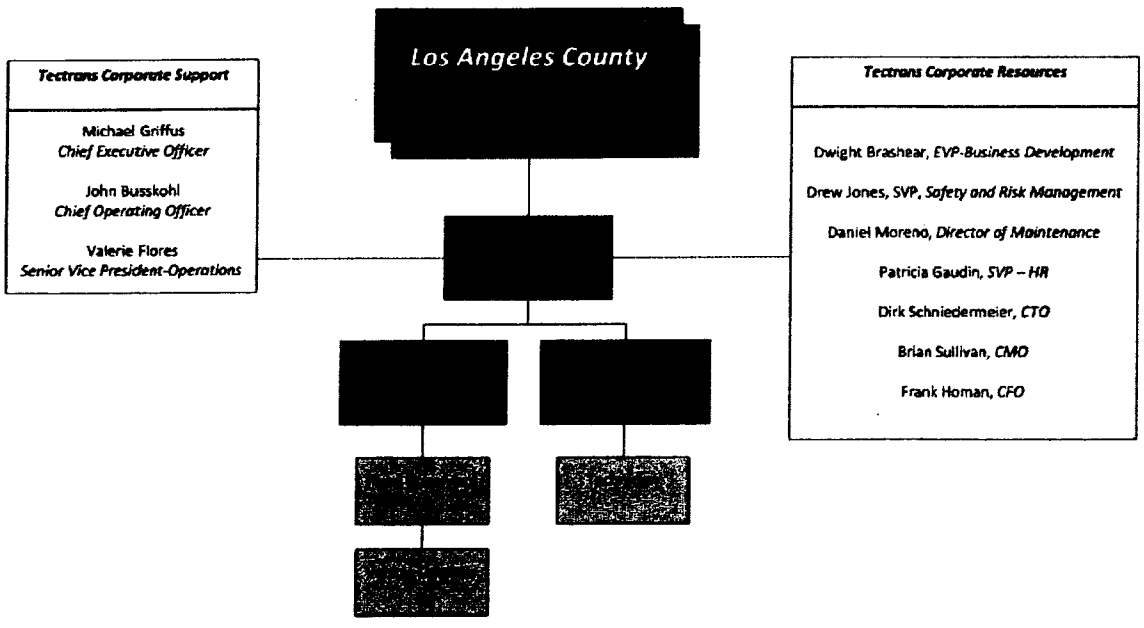
Mr. Daniel Moreno is an experienced Transit Maintenance Manager who has quickly risen through the ranks from front-line positions to his current position as Tectrans West Region Director of Maintenance. Daniel is keenly aware of maintenance and service issues of all kinds, and possesses the knowledge and skills to ensure a safe, well-maintained fleet. Operations under Daniel's watch have ALWAYS passed regulatory inspections. Daniel has been managing and maintaining transit and paratransit fleets since 1997, and is well trained in virtually all aspects of transit maintenance including the following specific programs and certifications:

- Transit & Paratransit Management Certificate Program, 2007, University of the Pacific, Los Angeles, CA
- Certified Technical Vehicle Course, 1999 – 2000, West Valley Occupational Center, Woodland Hills, CA
- General Motors Training Center, Fleet and Commercial Service, On-Board Diagnostics I and II
- Ford Training, Tech II Familiarization, On-Board Diagnostics
- Ricon-Certified Lift Technician
- Braun-Certified Lift Technician
- Cummins Training, Alternative Fuel Service, Diagnostics, and Repair
- Mainstream Engineering, 609 Refrigerant Recovery and Recycling
- Carrier Transicold, Large Bus AC Certified

Daniel will be available to assist our Lennox and Athens Shuttle Services team with any vehicle or facility maintenance related issues, and he will be an instrumental member of the Tectrans transition team.

ORGANIZATION CHART

The organization chart presented below is a visual presentation of our company's reporting and support structure. When combined with the descriptions of our management team and the resumes of our key personnel provided in the Appendix, we have presented a complete picture of our staff capabilities and qualifications to operate the Lennox and Athens Shuttle services.



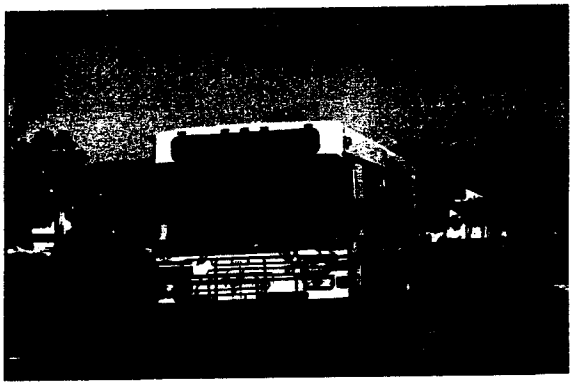
MINIMUM MANDATORY REQUIREMENTS

Tectrans meets the Minimum Mandatory Requirements as expressed in Section 1.B of the RFP:

1. Diversified Transportation has over 60 years of passenger transportation experience.
2. Ms. Robin Pete, our proposed Project Manager has more than 20 years of progressively responsible positions in the transit industry.
3. Mr. Moses Garcia, our proposed Maintenance Manager, has 13 years of maintenance experience.
4. Tectrans has passed all CHP inspections or re-inspections for the past 3 years.
5. Tectrans will provide a spare service vehicle that meets the service vehicle requirements.
6. Copies of our operator's Class B commercial driver's licenses have been included.
7. Copies of our technician's ASE certification in H-4 ASE Transit Bus Brake test have been included with form PW-20.
8. Copies of our technician's ASE certification in vehicle air conditioning systems has been included with form PW-20.

6. Work Plan/Maintenance Staffing

Tectrans has extensive experience providing fixed-route transit and community shuttle services to the public. Our focus in delivering these services is providing the most reliable and timely fixed-route service possible, in the safest manner possible. For The Lennox and Athens Shuttle service, we will accomplish these goals through our proactive monitoring, supervision, and documentation of service delivery.



The core of our philosophy for fixed-route operations is summarized by the phrase "Trust, but Verify." The key to this operations philosophy relies first on front line staff to document their efforts using standard forms and procedures, and second on managers, dispatchers and supervisors pro-actively monitoring service delivery in person. In this way, first-hand observation verifies comprehensive reporting and allows our team to identify potential issues for early intervention and solution.

These methods have helped our operations team to develop a favored technique for fixed-route vehicle operator staffing. Fixed-route vehicle operators will be assigned a regular recurring weekly schedule, a method Tectrans uses to provide excellent customer service to our riders. Using this recurring weekly schedule, fixed-route riders can expect to see, and become familiar with a regular friendly face – their transit driver. By providing dedicated drivers on a regular schedule, ***Tectrans assures a consistently high level of customer service*** and personal interaction with passengers. This scheduling method also allows for: consistent scheduling of the drivers; most drivers to be full-time employees; and reduces the cost of service due to overtime and lunch relief scheduling. The typical weekday work schedule will provide the drivers with excellent benefits and scheduled time off, making the fixed-route service an attractive place to work for Tectrans drivers.

Fixed-Route Performance

Measurement and reporting of productivity goals are an essential part of our successful fixed-route service delivery method. Our experience operating fixed-route transportation demonstrates that ***on-time performance is the key metric*** or Key Performance Indicator (KPI) that gauges how effective a fixed-route service is. We believe this is the most important goal for any fixed-route or shuttle system because riders depend on the timely delivery of service to carry out their daily lives. To the rider, a timetable is much like a contract, and at a minimum, they expect us to meet the terms of the contract.

For most projects, we consider 95% or above to be the standard for this KPI. To achieve this goal we use many methods, but the most important method is by integrating on-time performance into our company culture. Every management meeting, driver conversation, safety meeting, newsletter, incentive program, and disciplinary action has an on-time performance focus. The goal is emphasized from management to drivers. Some of the specific actions we take include:

- Performance bonuses for drivers and dispatch staff that meet on-time goals
- Driver communication of routing issues to dispatch staff so that routes can be adjusted
- Consistent use of communication procedures by the drivers and dispatch staff to monitor service delivery
- Diverting late trips to stand-by vehicles or supervisors

Providing high on-time performance results in high effectiveness ratings, lower complaints and high levels of customer service. For Tectrans, high on-time performance means reducing or eliminating service complaints. For the County, high on-time performance has important benefits including a positive community image, lower complaints,

less staff time dedicated to monitoring service, and more staff time implementing service improvements for the community.

A secondary key metric for The Lennox and Athens Shuttle service is passengers per hour. These two KPIs are linked, because poor on-time performance drives productivity down, and ***high on-time performance drives productivity up***. Achieving productivity goals are an essential part of our successful service delivery method. Our experience is that "passengers per hour" is the metric or KPI that gauges the cost-effectiveness of fixed-route services. The benefits of achieving high passenger-per-hour productivity are primarily financial. At higher productivity levels, the same number of passengers can be carried for less cost. Higher productivity also means more passengers can be carried for the same cost. Either way, the benefits are a win-win relationship for the County and Tectrans.

SAFETY IS EVERY EMPLOYEE'S #1 RESPONSIBILITY (SEE#1)

Safety is the most important commitment we make to the communities in which we operate service. It is our companywide belief, from the CEO to the newest frontline employee, that *Safety is Every Employee's #1 Priority*. With that in mind, Tectrans has developed its proprietary **SEE#1** safety culture to ensure that our passengers and customers experience only safe transit operations. It is our goal to have fewer than one accident per 100k miles for all accidents regardless of towing or damage levels. The Project Manager, Robin Pete, is directly responsible for ensuring that operations at our Long Beach Terminal are in full compliance with this goal and company culture.

No matter how courteous the driver, how timely the service, or how clean the vehicle, unless the transit operation is safe, and all our employees **SEE#1**, then all of our other efforts are wasted. Safe operation of the vehicle and experience is what our passengers expect from us. Confidence in the ability of our services to operate without incident promotes the continued success of the system and encourages public support for the service we provide.

SAFETY PLAN

Tectrans has developed a comprehensive Safety Plan. One of the main priorities of the Safety Plan is to teach employees how to maintain attention to detail and develop good operational habits. These two attributes are critical in preventing accidents and maintaining our excellent safety record. The Safety Plan contains basic information and training on our overall safety program elements including:

- Equipment and Facility Inspections
- Safety Training and Instruction
- Monitoring of Employees
- Accident Reporting & Investigation
- Safety Meetings
- Driver Performance Evaluation
- Safety incentive Program
- Driver Qualifications
- Applications
- Interviews
- Screening
- Pre-Employment Testing
- Probationary Period
- Driver Training
- New & Refresher Training

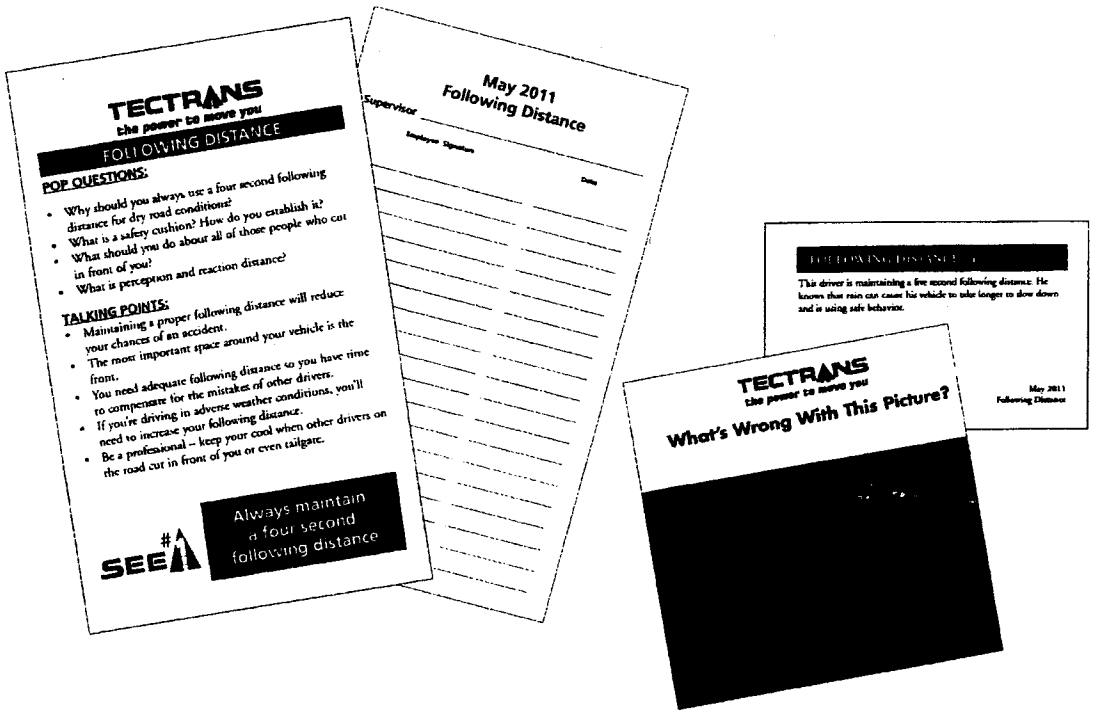
MONTHLY SAFETY INITIATIVE

Tectrans has created a continuous safety communication campaign, called our Monthly Safety Initiative. This monthly program heightens awareness and provides a basic understanding of vital safety and *operational excellence* concepts. This program effectively reduces employee resistance to change and improves their basic understanding of key concepts. Best of all, the campaign allows for small digestible doses of information over time and that will support effective cultural change.

The program reinforces the importance of safety with different subjects each and every month. The messages are pertinent, relevant and novel, allowing for much better retention.

The program is based on modern adult learning theories and consists of several different media elements that collectively provide both dissemination and integration of the key safety messages. The following material is shipped to each terminal once per month:

- Manager's implementation guide (step-by-step procedures)
- Monthly poster (specific theme)
- Safety Meeting Facilitator's Guide
- DVD-based 30 minute safety meeting (5-8 minute actual run time video)
- A monthly introductory letter
- Four weekly "What's Wrong With This Picture?" photos, related to the monthly theme
- An adequate supply of supervisor talking points cards, to be signed by each employee
- Radio announcements



SAFETY COMMITTEE

In line with our recently enhanced safety organization and programs, Tectrans will implement a Safety Committee at the Lennox and Athens Shuttle operating location to meet regularly for the purpose of proactively reducing accidents and injuries. The Safety Committee will be comprised of at least four members, and may include the Operations/Maintenance Manager, Operators, and Maintenance or Dispatch personnel. The Safety and Training Manager will serve as the Committee Chair and the remaining Committee members will be chosen based on their safety record, attendance record, safety knowledge, leadership skills, overall safety attitude and willingness to help and contribute to the activities of the committee. The Safety Committees will be responsible for reviewing all accidents and injuries on a monthly basis (minimum, or as required,) with the COO and Senior Vice President, Safety and Risk Management.

The main purpose of the Safety Committees is to:

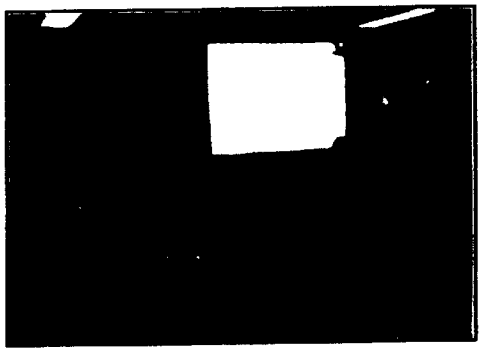
- Review motor vehicle accidents and work-related injuries/illnesses and determine primary or root cause as well as secondary or associated factors.
- Identify preventative measures and recommend solutions to prevent accident and injury recurrences.
- Conduct regular safety inspections of the facility and identify any physical hazards.
- Detect and eliminate unsafe conditions or practices not in compliance with the Tectrans safety Policies and Procedures.
- Promote safety awareness and Employee involvement through incentive programs, safety communication programs, and recognition of safety accomplishments.
- Solicit feedback and suggestions from Employees.
- Make safety recommendations to management regarding preventative and corrective actions.

SAFETY RECOGNITION PROGRAMS

To support our safety culture, Tectrans will enact the following recognition program for our operators to recognize and encourage safe behavior and attitudes. These recognition programs change and mature over time, so that each individual award provides a means to improve our attention to detail and focus on **S**afety as **E**very **E**mployees **#1** responsibility (**SEE#1**).

- Driver of the Month Program
  - Recognizes Operators who are without accidents and or injuries, and have an outstanding working record for the month.
  - Each winner receives a certificate, recognition during our monthly safety meeting, and automatic entry into the Driver of The Year competition.
- Driver Milestones Program
  - Recognizes Operators who are without accidents and or injuries over specific time periods, rewarding long standing safe behavior.
  - Drivers receive award for 3 months, 6 months, 1 Year, 3 Year up to 20 year safe operations.
  - Rewards include gift cards (or other financial incentives) public recognition, uniform pins, patches, and jackets.
- Driver of the Year
  - Every Driver of the Month recipient is entered in the pool for selection as Driver of the Year at our annual Safety Recognition program.
  - The selected Operator is one who stands "Head and Shoulders" above the rest and selection requires unanimous agreement of the Project Manager, Assistant Manager, and Safety Manager.
  - Selection of Driver of the Year is made in January for the previous year.

TRAINER CERTIFICATION PROCESS (TCP)



In order to maintain a safe and professional Operator corps, two of the key items we must provide are; an industry leading driver training program (OEP) and trainers that have been properly educated on instruction. We at Tectrans have recognized the need for top notch training staff and have developed a program and certification process to insure all of our Operators receive the best initial and on-going training. To that end we have created and are implementing a **trainer selection, preparation and certification process,** consisting of:

- Selection and promotion processes
- Education and training
- Testing and certification

We have created the assessment tools, including written mastery tests and structured promotional interviews to be used in selecting and promoting operator trainers. In addition, job-specific assessments for classroom facilitators and BTW instructors are part of this proprietary program.

All current and future trainers in our operations will go through approximately 12 hours of educational courses (On-line self-directed, scheduled webinars, self-directed CD-ROMs) covering:

- Learning Basics
- How to Coach Adult Learners
- How to Train at Tectrans

SAFETY LEADERSHIP

We at Tectrans recognize safety as a core value and our number one priority. In the development of creating a safety first culture, it is imperative that the entire management staff not only understand this core value, but how to actually apply it every day at their operation. We have created a sophisticated **Leadership Education, Training & Development Process**, designed to be mastered over a period of several months. Our management training is delivered in a blended approach to learning that includes:

- Web-based, self-directed asynchronous on-line courses
- Self-directed CD-ROM courses
- Live-hosted webinars (delivered on a schedule and attended by several managers at a time)
- Local and regional skills-building workshops

The leadership course will lead to fourth level learning outcomes (understanding and enactive mastery) in the areas of ***operational excellence***, safety and behavior-based leadership.

Subjects include:

- Introduction to Leadership
- Ownership (Who is responsible for results?)
- Accidents/Mistakes & Why People Have Them
- Understanding Human Behavior
- Safety Leadership Principles
- Safety Leadership Techniques
- Behavior-Based Performance Improvement

This custom-designed curriculum will be delivered in small doses over a period of three months through a series of self-directed courses and web-based learning sessions totaling about six hours, followed by participation in skills-building workshops. This level of training to our managers and client in San Francisco illustrates or true commitment to the community and our employees, and confirms our vision of **SEE#1**.

DRUG AND ALCOHOL TESTING

Tectrans is fully committed to providing consistently safe and high quality service by ensuring a drug and alcohol free workplace. The use of drugs and/or alcohol represents a serious threat to the safety of transportation services. As part of our dedication to safety, Tectrans maintains and enforces an aggressive drug and alcohol testing program.

Provided for your review in the Appendix, our policy is in compliance with the Omnibus Transportation Employee Testing Act of 1991, the Department of Transportation (DOT), and the Federal Transit Administration (FTA) Regulations (49 CFR Parts 40 and 655). These regulations require that drug and alcohol testing be performed on all employees who perform safety-sensitive functions and the regulations protect both the employee and the integrity of the drug and alcohol testing process, while safeguarding the validity of test results, and ensuring that results are attributed to the correct employee.

Any applicant with a positive pre-employment drug test, or who refuses to test, is considered ineligible for employment with any Tectrans company. Our comprehensive program covers not only pre-employment screening as mandated by FTA regulations, but also includes testing at random, post-accident, return to duty, and reasonable suspicion conditions. Our Substance Abuse Policy covers the following critical elements:

- Covered Employees
    - All Safety Sensitive Positions
- Prohibited Conduct
    - Alcohol Use
    - Drugs Use
- Testing
    - Drugs
    - Alcohol
    - Pre-Employment
    - Reasonable Suspicion
    - Post-Accident
    - Random
    - Return-To-Duty
    - Follow-Up
- Returning to Work Procedures
- Medical Review Officer
- Substance Abuse Professional
- Lab Testing
- Consequences
- Training
- Retention of Records
    - Access to Records
    - Record Retention Standards

- Designated Employer Representative
- Management Information Systems

ACCIDENT AND INCIDENT PROCEDURES

Driver and passenger safety is our top priority. We continuously take steps to reduce accident frequency through programs like our Operator Education Program (OEP) and our strict adherence to our Drug & Alcohol Policy, as well as other methods. We also credit our company Safety Plan and our passionate emphasis on safety for the reduction in the accident rate. Because of this company focus and constant improvement effort, we have an unparalleled record of safety. Our insurance premium-to-loss ratio of less than 30% is envied by our competitors.

It is the policy of Tectrans to conduct prompt, accurate and thorough investigations of all accidents, injuries, illnesses and near misses, with the goal of promoting safety and preventing reoccurrences. Tectrans' accident procedures include close coordination with our contract staff, first responders and safety agencies (including police), and all begin with proper driver training and follow-through by our staff. Accidents are reported through dispatch immediately to the Terminal Manager, and will be investigated by appropriate staff.

Tectrans trains all road supervisors and management staff in accident investigation techniques, and requires a trained accident investigator to arrive at the scene of every accident and document, measure, take statements and photos of the scene. This package is turned into our corporate risk management team and is used as part of the evaluation process.

Preventable accidents are addressed by management on an accident-by-accident and employee-by-employee basis. All accidents will be recorded, and records of all accidents will be filed in the appropriate employee files for tracking and analysis of driver safety and commitment to Tectrans' safety values. Accident details are used as training tools. By submitting details to an employee review committee, they are discussed and analyzed for instructive use during regularly scheduled and mandatory safety meetings. Accidents that indicate trends are handled by organizing a campaign to eliminate the behavior leading to the reoccurrence.

VEHICLE MAINTENANCE PROGRAM

Tectrans operates and maintains more than 1,400 vehicles nationwide. We have extensive experience in maintaining transit vehicles of all makes and models, from large fixed-route transit buses to cutaway paratransit vehicles to smaller vans and sedans. Our maintenance standards and best practices are based on experience meeting, and in most cases exceeding, manufacturer's recommendations and regulatory standards. Our focus is on providing an aggressive maintenance program that ensures comprehensive care of every vehicle during its useful life and beyond.

Tectrans understands that a strong and comprehensive vehicle maintenance program is a cornerstone of providing reliable transportation services. Our standardized maintenance plan provides effective and efficient maintenance for commercial transportation vehicles and meets or exceeds all manufacturer's recommendations and regulatory requirements. From vehicle cleaning to major repairs, effective vehicle maintenance enhances and protects a significant capital investment in rolling stock (whether that investment is made by Tectrans or by you, the client) and promotes a positive image of both the service and Tectrans.

VEHICLE MAINTENANCE STAFFING

Successful vehicle maintenance is accomplished by attracting and maintaining an experienced and highly motivated team. The best maintenance program will eventually fail without dedicated and qualified employees to manage the processes and to ensure full program compliance. This is why Tectrans uses industry best practices to recruit, hire, and train well qualified and committed maintenance team members. However, Tectrans doesn't stop there. We then provide incentives, recognition, corporate support and all the tools our team needs to accomplish our primary goal of delivering a comprehensive maintenance program. Specific maintenance technicians assigned to the Lennox and

Athens Shuttle project are identified on Form PW-19 submitted along with this proposal. In addition, specific ASE and other certifications for these technicians have also been provided. Tectrans exceeds the minimum requirements for technician certifications as stated in the Request for Proposals.

Recruiting

Tectrans uses only industry-proven methods for recruiting experienced maintenance team members. These proven methods include, but are not limited to: local classified advertising; advertising on internet sites such as Craigslist, Mass Transit Magazine, TransitTalent.com, and others; internal recruitment and posting of open positions within company locations; and advertising in local media and trade publications.

We understand the importance of hiring the best technicians available in a given geographic area. Our maintenance team must ensure the reliability and overall performance of the transportation system by ensuring maximum vehicle up-time. Beyond the recruiting methods mentioned above, Tectrans maintains active and productive relationships with both technical and trade schools such as the Sacramento Wyotech, Universal Technical Institute, and Los Angeles Technical Trade School to provide employment placement for graduating skilled technicians.

Hiring

Our recruitment process is driven by local staffing needs, with both needs assessment and final hiring decisions being made by local management team members. Tectrans supports this process through a centralized corporate support structure which includes our Manager of Corporate Recruiting, a dedicated corporate position responsible for supporting our local terminal managers and assisting with all of their recruiting and qualification needs. Support services provided include, but are not limited to: determining qualifications, placing advertisements in the correct media, screening applicants, and maintaining recruitment files on qualified candidates for future positions.

In addition, Tectrans uses the "CandidateCare Program" (described in detail in the Employee Recruiting section of this proposal) to pre-qualify, qualify, and screen prospective candidates. The CandidateCare program also manages and coordinates compliance with our standard background check, driving history check, criminal history check, and FTA compliant drug and alcohol testing program. Finally, the CandidateCare program used by Tectrans includes an interactive behavioral interview process for all applicants, which is customized to meet our standard for maintenance staff. Tectrans requires that all maintenance staff must meet all minimum qualifications for being a vehicle operator, including possessing a commercial driver's license.

Maintenance Staff Positions

Beyond the assigned Maintenance Manager, each Tectrans terminal is staffed to meet the particular needs of the transportation services being provided. Tectrans classifies maintenance team members into general categories of technician and utility worker, with further definition of the technician category based on skills, certification, and training. As described in the Staffing section of this proposal, the maintenance staffing for The Lennox and Athens Shuttle service consists of an appropriate mix of qualified staff from the following categories:

Technician Class A

Class A Technicians are the most senior level technicians working in the shop. These journeymen level team members have the most experience, training, and expertise of our team. The primary duties of an A Technician are to ensure the efficient and effective maintenance of a diverse fleet of vehicles. Class A Technician designation requires a high level of knowledge of Medium to Heavy and Light Truck/Automotive mechanical equipment maintenance. They must have at least 10 years of hands-on experience and be ASE Certified and licensed to perform air conditioning repairs

according to EPA requirements. All Tectrans technicians must be licensed commercial drivers with air brakes certification.

Technician Class B

Class B Technicians are seasoned and knowledgeable technicians who perform routine and effective vehicle maintenance duties. Responsibilities may include PMI services, simple diagnostic work, general repairs, and traditional automotive repairs. Class B Technicians generally have more experience than Class C Technicians, without the level of training and certification of Class A Technicians. Class B Technicians have three to five years of hands-on repair experience in automotive or Medium to Heavy duty vehicle maintenance All Tectrans technicians must be licensed commercial drivers with air brakes certification.

Technician Class C

Class C Technicians provide general vehicle maintenance support and perform minor repairs and routine maintenance tasks. They generally have limited experience but meet minimum training requirements and are considered semi-skilled in general automotive repair and maintenance. Many Class C Technicians are essentially mentored by our more seasoned Technicians. Class C Technicians take direction from Class B and Class A Technicians and must have the ability to communicate effectively with other staff members. All Tectrans technicians must be licensed commercial drivers with air brakes certification.

Fueler/Utility Worker

Utility personnel perform general maintenance and upkeep for the operating terminal, as well as vehicle fueling, vehicle washing and cleaning, bus shelter cleaning and maintenance, and general helper support for the maintenance shop as needed and under the direction of senior shop personnel.

Category	Qualifications	Typical Duties
Technician A	• 10 Years Practical Hands On Experience • Have and Maintain Multiple ASE Certifications • Be capable of using and operating Welder • Be computer literate and able to operate standard software • HVAC Certification is required. • Posses all basic technician tools • Be capable of operating diagnostic equipment • Commercial Drivers License with Air Brakes Certification	• Perform engine and transmission overhauls • Perform PMI services • Diagnose engine, electrical and A/C systems • Repair engine, electrical and A/C systems • Diagnose and repair electronic systems • Perform brake repairs on both air and hydraulic systems • Perform inspection and repair of diesel, gasoline other power driven equipment. • Perform Air Conditioner Charging and Repair • Respond to Road calls • Perform machining of parts for automotive equipment and machinery to meet specifications • Prepare and submit records of work performed. • Record all parts and supplies used on equipment
Technician B	• 3 to 5 years practical hand-on experience • Practical knowledge of Medium/Heavy and Light Truck/Automotive repair and maintenance • Posses all basic technician tools • Commercial Drivers License with Air Brakes Certification	• Perform PMI Services • Perform semi-skilled preventive, corrective, and repair maintenance tasks on various types of Vehicles. • Diagnose and repair engine, transmission and electrical systems • Perform repairs on hydraulic brake systems • Prepare and submit records of work performed. • Record all parts and supplies used on equipment • Respond to Road Calls • This may include inspections, diagnostic work, electronics; brake repairs on hydraulic systems.

Category	Qualifications	Typical Duties
Technician C	• 1 year automotive technician experience • Or completion of 1 year vocational training program in automotive technicians • Posses basic tools • Good communication skills • Commercial Drivers License with Air Brakes Certification	• Perform Oil and Lube Services • Perform Tire Mount and Dismount • Assist Class A & B Technicians to complete routine repairs and PMI services • Perform minor non-safety related repairs • Perform routine part replacements and adjustments such as installing batteries and replacing lights • Prepare and submit records of work performed. • Record all parts and supplies used on equipment
Utility	• Have and maintain a valid Commercial Drivers License • Possess basic tools • Exhibit a positive attitude and enthusiasm	• Wash, clean and detail fleet vehicles • Complete logs and reports • Perform daily facility maintenance • Perform daily yard/lot maintenance • Perform bus shelter maintenance as needed • Work in inclement weather

Training & Certification

Because Tectrans places significant resources into hiring the most qualified candidates possible, we strongly promote retention of maintenance staff by encouraging continuous education, training and advancement. Using National Institute for Automotive Service Excellence (ASE) as the basis for continuous training, Tectrans encourages all maintenance staff to improve and maintain their skills on a continuous basis. A key benefit of the ASE program is the continuous training aspect, since each certification must be renewed every five years. By earning ASE certifications in multiple subjects, our maintenance staff can improve their skills and expand their professional credentials. Earning ASE certification specific to public transportation vehicles, diesel engines, and alternative fuel vehicles is strongly encouraged.

Going above and beyond the ASE programs, Tectrans coordinates hands-on in-person training opportunities for our staff, with our vast network of suppliers and vendors. Through the coordination efforts of Mr. Daniel Moreno, our Regional Maintenance Manager (a Tectrans corporate position dedicated to supporting local terminal staff and coordinating our corporate vehicle specification and maintenance programs) Tectrans provides routine training opportunities in the following categories:

- Wheelchair lifts and mobility device training – through both Ricon and Braun
- Air conditioning training – through Thermo King and Carrier
- Alternative fuels (propane, CNG) training – through Mutual Propane and Clean Energy
- Diesel engines training – through Cummins and Creative Bus Sales

To encourage and reward our maintenance staff as they obtain additional certifications, Tectrans promotes an incentive program that pays all technician staff a bonus of $50 per year for each current ASE certification held or obtained, and $500 annually for master certification. In addition to the ASE incentive program, Tectrans also provides incentive programs for each team of technicians at each Tectrans terminal as described below:

- Safety Incentive - $25 per technician per month for each month with zero injuries
- Roadcall Incentive - $25 per technician per month for each month with miles between roadcalls is above standard threshold
- Inspection Incentive - $100 per technician for each 3rd party inspection completed without defect

VEHICLE MAINTENANCE PLAN

The Tectrans approach to vehicle maintenance provides a comprehensive plan for maintenance success from our **SEE#1** safety culture to returning vehicles to revenue service. Our clients have expressed their appreciation as our

commitment to maintaining service vehicles has improved the appearance and reliability of both the service vehicles and the transportation services they provide.

Maintenance Safety

Safety is the first critical component of Tectrans' vehicle maintenance plan. This emphasis ties directly to our corporate philosophy where Safety is Every Employee's **#1** responsibility (**SEE #1**). Our safety culture starts with safe procedures that ensure injury prevention and continues through to safe repair practices that ensure safe vehicle operation after the vehicle leaves our shop. It is our top priority to establish and maintain a lasting safety culture. The key safety procedures and strategies described below work to ensure that we achieve this goal.

FTA Compliant Drug and Alcohol Testing

All maintenance personnel are considered safety sensitive employees and are included participants in our FTA-compliant drug and alcohol testing program. This comprehensive program (described in detail in Safety section of this proposal) provides for drug and alcohol testing of maintenance staff throughout their hiring and employment with Tectrans.

Personal Protective Equipment (PPE)

Tectrans equips each shop facility with high quality modern tools and equipment. Equipment is clearly marked and well maintained. Personal Protective Equipment (PPE) such as safety glasses, face shields, gloves, coveralls, and other PPE is readily available in convenient locations throughout our shop facilities. Proper use of Personal Protective Equipment is strictly enforced.

Facility Standards

Work areas are well lit and kept free of debris or obstructions. Facilities are organized with designated storage areas for parts, chemicals, oil and other items with adequate ventilation, markings, and signage. Equipment necessary for facility cleaning (brooms, mops, dust pans, absorbent, etc.) are strategically located in the shop and easily accessible in clearly marked locations.

Shop Barriers

Maintenance and shop areas are secured with safety chains and similar barriers. Signage throughout the shop provides notification to prevent non-maintenance employees from entering the shop space. Proper buffer space is clearly marked on the floors around shop equipment to remind employees to keep a safe distance when the equipment is in use. Only maintenance staff are allowed entrance to designated maintenance areas, and PPE must be worn at all times. This policy applies to all staff including drivers, vendors, management and visitors.

Lock Out/Tag Out

Tectrans follows OSHA-complaint lock out/tag out procedures to ensure that shop equipment is used, stored and powered on and off properly and securely. The program is reinforced through routine inspections and periodic re-training to ensure compliance with the lock out/tag out safety program.

Hazardous Waste Handling

In accordance with OSHA procedures and in compliance with our environmental impact policies, Tectrans maintains a comprehensive hazard communication program that ensures proper identification, storage, use, and disposal of chemicals and fluids used in the maintenance shop. Comprehensive Material Safety Data Sheets (MSDS) are maintained at each facility, and we use secure storage containers and designated areas for each chemical and fluid. All fluids are clearly marked and labeled. Waste oil and fluids are properly collected and recycling programs provided by 3rd party vendors are used at each site to properly recycle and dispose of all vehicle waste fluids. Similarly, all used tires are recycled by a 3rd party vendor. Meticulous and detailed records of all recycling programs are kept, and all compliance reporting is produced and maintained at each individual shop.

Safety Meetings

Maintenance personnel participate in short weekly safety meetings led by the on-site Maintenance Manager. These meetings provide updates for maintenance staff on new or revised procedures and provide an opportunity for hands-on training or demonstrations. Tectrans shop staff are also required to attend the regularly scheduled monthly safety meetings conducted at each terminal. These meetings provide general safety information and focus on safe driving and on-the-road transportation issues. The "all hands on deck" nature of the monthly safety meeting allows a clear and consistent safety message to reach all terminal employees and promote our **SEE#1** philosophy.

Safety Messages

Safety messages and posters are displayed throughout Tectrans facilities to remind everyone of our **SEE#1** philosophy. Posters are similar to those provided in the Safety section of this proposal. Messages and posters are frequently updated and changed to encourage employee participation and interest. In addition, the Monday Morning Safety Messages (described in Safety section of this proposal) are distributed to all Terminals and communicated to all employees by their respective managers and supervisors. These safety messages are a very important tool and are designed to be all inclusive.

MAINTENANCE INFORMATION SYSTEM – COLLECTIVE DATA

Tectrans uses CollectiveFleet Pro, for comprehensive maintenance management, fleet data collection, inventory control, and comprehensive maintenance program reporting. As used in Tectrans terminals, the Collective Data system tracks essential fleet and vehicle information, establishes and maintains preventive maintenance schedules, records all repair activity for both labor and parts, controls parts usage and inventory, and records and reports all maintenance activity. The system is a web-based product that is installed and operational at every Tectrans terminal, which allows centralized control and standardization of maintenance information.

As a tool used daily by local maintenance staff, as well as corporate support and management staff, the Collective Data software provides advanced scheduling of preventive maintenance service by both mileage and days. Automated email reminders and text messages are generated by the system for daily work, PM schedules, and other essential parameters, and are sent directly to local Project Managers and Maintenance Managers for immediate action. Our system provides for automatic email notification of essential service information that is beyond most compliance standards (such as missed PM's or downed vehicles) directly to a chain of corporate support and management staff, including all the way up to our Chief Operating Officer. This level of automation sets a new standard for maintenance accountability and management responsiveness.

Extensive reporting is built into the software, allowing detailed analysis at both the local and corporate levels. These reports serve as the basis for tracking key performance indicators in our maintenance program. Reports include work orders, vehicle maintenance summaries, cost and labor allocations by vehicle or project, PM currency, PM schedules, parts inventory and usage, along with many others. The system has built-in custom reporting capabilities which can be used to create detailed reports using any data point collected in the system. More information about the Collective Data system can be found at http://collectivedata.com/fleet_management_software.html.

Daily Vehicle Inspection Reports (DVIR)

Drivers are responsible for performing vehicle inspections before and after the end of each shift. Beyond a simple safety inspection, this DVIR checklist is designed to spot maintenance needs early, and address them before they become major repairs. Before the start of each revenue service shift, the driver completes a full walk-around exterior and interior vehicle inspection. Items checked on the DVIR forms include all safety equipment, road worthy features, and driver and passenger convenience equipment.

The DVIR checklist forms are completed in duplicate so that a copy of each daily inspection checklist is retained in the vehicle, while the original checklist is turned in to the maintenance department for review. Any minor defects are noted for future repair, while any road worthy or safety equipment defects are immediately reported to dispatch and the vehicle is placed out of service. Minor defect reports are documented in the vehicle file and CollectiveFleet Pro system for repair at the next scheduled PMI, where all minor defects are corrected.

The DVIR process is a critical element of our complete maintenance program. Because this process is so important, Tectrans uses both gate checks and supervisor observations to ensure compliance with our DVIR program. Supervisors routinely walk the yard and observe drivers while they perform their DVIRs, often identifying deficiencies and corrective actions, but most importantly, reinforcing best practices as they "catch" drivers performing DVIRs correctly. To ensure daily DVIR compliance, supervisors and managers perform a daily gate check e before each vehicle leaves the yard. The gate check confirms that every driver has performed the DVIR, is properly equipped for their shift, and is carrying their required drivers license, endorsements, certifications, medical card, etc.

Preventive Maintenance Inspection Program

Preventive Maintenance Inspections (PMI) are the foundation of a comprehensive and effective vehicle maintenance program. The PMI process is designed to protect the capital investment in the fleet, ensure fleet availability, and maintain safe operating conditions. First and foremost in planning all maintenance activities is the availability of vehicles to meet service requirements. In particular, Tectrans performs the majority of PM inspections when there is the least impact to operations. Our goal is to have vehicles in service during peak hours of operation.

Of equal importance is the currency of preventive maintenance inspections. Tectrans continues to schedule and follow-up on all PMIs in order to maintain 100% PMI currency. The Tectrans PMI program is scheduled using the CollectiveFleet Pro software using a 3,000 mile or 30-day service interval. Odometer readings from driver trip sheets are entered into CollectiveFleet Pro daily, and confirmed each time the vehicle enters the shop. Based on these odometer readings, vehicles are scheduled for a PMI when they meet either the mileage of time thresholds. And because it's automated, a vehicle cannot be overlooked or missed in the PM schedule cycle. A schedule of PMIs due within the next 30-day period is generated automatically on the 15th day of the preceding month. Both operations and maintenance staff are notified by the CollectiveFleet software to schedule the vehicle for service so that the vehicle can be removed from the operations schedule in time to meet the required PMI appointment.

PMIs are conducted on a schedule of A, B and C services, where A services are performed every 3,000 miles or 30 days. B services are added to the standard A service at 24,000 miles and C service is added to the A service at 100,000 miles. A description of each PMI service is provided in the table below, and additional detailed PMI inspection sheets and maintenance forms are provided for your review in the Appendix at the end of this proposal.

Service Type	Service Interval	Service Items
"A" Service	3,000 Miles or 45 Days	Lube, Oil and Filter Change Under Hood/Engine Compartment Inspection Interior Inspection Exterior Inspection Brake Inspection Lift Inspection & Service
"B" Service	24,000 Miles*	Transmission Service – Fluid and Filter Change
"C" Service	100,000 Miles*	Vehicle Tune-Up Differential Service – Fluid Change

* "B" and "C" Services are performed in addition to and during an "A" Service

During the PMI, the technician reviews the vehicle file and all previous PMI reports as well as the vehicle repair summary, which shows the comprehensive repair and PMI history for the life of the vehicle. This critical step in the process allows the PMI to become both a critical safety element and an efficient maintenance program. First, reviewing the vehicle repair history allows the technician to identify and correct repeated repairs and address safety concerns (such as repeated brake or interlock failures, for example), even if they have no personal history with the vehicle. Second, the file review allows for repairing minor defects identified during the Daily Vehicle Inspection (DVI) process, and encourages pro-active component replacement where worn or suspect parts are replaced during the PMI when the vehicle is already out of service and before they cause a service disruption. All defects reported through DVI or identified during the PMI are completed before the vehicle is returned to service.

Air Conditioning Maintenance Program

With a base of operations in California and South Florida (some of the hottest climates in the Nation), Tectrans places a high priority on maintaining well functioning air conditioning systems in our vehicles. Preventive maintenance for air-conditioning is performed at regular PM Inspection intervals in accordance with the preventive maintenance recommendations of the manufacturer of the air conditioning system. Then, before peak air conditioning season each year, the entire system is checked and cleaned to ensure optimum performance of the system. Air-conditioning repairs are made in accordance with environmental regulations as outlined in the Clean Air Act of 1990 including, but not limited to, the use of certified technicians, an approved refrigerant recovery system, and the tracking of refrigerant used for each repair. A complete copy of the Air-Conditioning PM checklist is provided in the Appendix at the end of this proposal.

Wheelchair Lift Maintenance Program

Tectrans recognizes that an essential element of vehicle maintenance is ensuring that the wheelchair lift is in good operating condition at all times. Using our comprehensive wheelchair lift PM program (provided in the Appendix at the end of this proposal), each PM Inspection includes specific lift maintenance, lubrication and thorough inspection of lift components. Technicians inspect for structural deficiencies, hydraulic leaks, and verify correct operation of the lift platform, sensors, barrier, and controls. Most importantly, as part of the DVIR process, all drivers are required to cycle the lift to confirm trouble-free operation before the

vehicle enters service. Lift malfunctions are a cause for immediate out-of-service assignment. Vehicles with inoperable or malfunctioning lifts are not placed into revenue service, and are scheduled for immediate repair.

Parts Inventory and Management

As part of our dedication to providing maximum service reliability, Tectrans is committed to using only the best quality parts for service vehicles. By making every effort to use only Original Equipment Manufacturers (OEM) quality parts, and meeting or exceeding all OEM recommendations for both repair procedures and parts, we help to ensure that buses remain in revenue service, providing maximum reliability for passengers.

In addition, Tectrans maintains a secure and robust inventory or parts at our local terminals so as to ensure that routine parts and supplies are readily available to meet the needs of PMI and repair schedules, minimizing maintenance down-time. Typical parts inventory levels are held at a three-week supply level, and all parts are stored under secure lockup, including tires and consumables. Parts inventories are physically counted and verified at least once a year. Parts inventories and usage is tracked in our CollectiveFleet Pro system for accurate reporting and accounting of all parts used as well as trend analysis reporting.

Tectrans maintains active and healthy relationships with a vast network of vendors and suppliers to provide the parts needed to maintain our vehicles. Through both local and national account vendors, Tectrans provides local operating terminals with extensive options to procure the best quality parts and the best possible prices. Our network includes many Disadvantaged Business Enterprise (DBE) vendors, and we promote use of DBE vendors across our company operations. Examples of key suppliers include Interstate Batteries, Creative Bus Sales, Factory Motor Parts, San Leandro Ford, Cummins, and Thermo King.

Tire Management Program

Tectrans manages tires so that they provide the maximum useful life at the minimum cost. Our network of suppliers provide consistent inventory and just in time delivery to meet our PMI and replacement needs, including tire warranty administration.

Tires are maintained at proper air pressures for loads per OEM recommendations, and are checked daily by drivers during the DVIR process. Proper wheel alignment is maintained consistently through PMI verification to avoid premature wear. Front tires are replaced when worn beyond 4/32 of an inch and rear tires are replaced when they are worn beyond 2/32 of an inch when measured between major treads and wear bars. These procedures help to maintain consistent wear and the longest possible tire life. At the end of useful life, all tires are recycled through environmentally complaint vendors.

Warranty Management

Tectrans administers both vehicle and parts warranties for all vehicles maintained in our operating fleet. The CollectiveFleet Pro system is used to identify all parts under warranty and to manage warranty recovery. The system is also used to identify all vehicles affected by a defective manufacturer's part or recall program. Tectrans maintains strong relationships with bus manufacturers and dealerships including Ford, General Motors, El Dorado National, and Creative Bus Sales, among others in order to coordinate and complete warranty repairs. Regardless of where the work is done, Tectrans accurately and aggressively administers the completion of warranty repairs and recall campaigns that affect the vehicle fleet.

Vehicle Cleaning Plan

Vehicle appearance is a top priority for our staff. Riders deserve the highest quality passenger experience possible, and a clean, presentable vehicle plays a large role in that experience. Vehicle operators and maintenance technicians

play key roles in ensuring that riders are transported in clean, comfortable, and safe vehicles. Cleanliness and vehicle appearance is a part of the Vehicle Operator's pre-trip inspection.

Per the requirements of the RFP, all bus exteriors are thoroughly washed every week and more often as necessary due to weather or unusual conditions. Our environmentally sound practice reduces water run-off, and all wash water is collected for proper treatment and disposal. Vehicle interiors are cleaned daily at the end of each shift, and checked as part of the following day's pre-trip inspection. The daily cleaning includes but is not limited to the following:

- Cleaning the inside of all windows, removing all dust, fingerprints and head prints.
- Removing all dust from seats, dashboards, wheel wells, rails, ledges.
- Sweeping all floor areas; mop all liquid spills.
- Ensuring bus is free of all paper, gum and debris, etc.
- Repairing damaged seats.
- Daily removal/repair of graffiti.

In addition Tectrans enforces an annual complete vehicle detail process, where all vehicles receive a major cleaning, including both complete interior, and exterior detail with wax and polish. Vehicle cleanliness is a key customer service indicator and Tectrans' management team often performs unannounced spot inspections to ensure compliance with our vehicle appearance policy.

Body Work Policy

All body repair work is undertaken by an outside vendor. Every vehicle that has undergone body work is individually inspected by the Maintenance Manager or Supervisor to ensure that the work was performed to OEM specifications before the vehicle is released back into service.

Environmental Compliance Program

Tectrans complies with federal, state and local environmental regulations. Our compliance program is designed to meet various standards that apply to our local transportation operations including Occupational Health and Safety Administration, Environmental Protection Agency, Clean Water Act, Material Safety Data Sheets, Spill Prevention Control and Countermeasures, Storm Water Pollution Protection Plans, local zoning and fire department regulations, and other compliance programs as needed.

The Senior Vice President of Safety and Risk Management, Mr. Drew Jones leads all corporate and field efforts in regulatory compliance efforts. Mr. Jones provides the oversight and direction needed to ensure local compliance, and provides an expert resource to our local Project and Maintenance Managers. In coordination with the Western Region Maintenance Director, Mr. Daniel Moreno, Tectrans provides excellent corporate support resources and oversight to ensure compliance at all Tectrans terminals and maintenance facilities.

Tectrans maintains database records of all compliance data and reporting, accessible at operating terminals and corporate locations, along with hard copy files of all fees, permits, compliance processes, data recording, and required reporting. Through the support of various contractors that provide environmental services, such as waste product recycling and storm water monitoring and testing, we maintain strict controls over both materials and compliance documentation.

Tectrans strictly complies with the Clean Water Act, addressing both spill response and storm water pollution prevention at every Tectrans facility. As appropriate, Tectrans produces and implements the procedures for both the Spill Prevention, Control and Countermeasures Plan and Storm Water Pollution Prevention Plans. Response plans include the appropriate notification sequence for each location, specific response assignments for local staff, immediate response training, the use of containment measures, and certified emergency response contractors.

Tectrans maintains current MSDS and chemical inventories on file at both corporate and operating terminal locations, and ensures only our standard list of safe and approved chemicals are in use at each facility.

Third Party Inspections

Tectrans is a fully licensed and certified transportation operator, and fully understands the requirements of major local and state agencies and their regulations. We understand that periodic inspections will occur at all our operating terminals. These inspections by third parties, regulatory agencies, or funding partners are important milestones for our staff and are treated as a top priority.

As a result, Tectrans has a superior record for regulatory compliance with agencies such as the California Highway Patrol and Federal Transit Administration Triennial Audits. Our standard is 100% compliance with CHP, DOT, OSHA, FTA, NTSB and other agencies as they apply top our local operating terminals. Most importantly, we welcome our clients to review our operations, perform their own internal inspections, and verify our strict adherence to local operating requirements.

Corporate Support and Oversight

Tectrans provides a complete support program to assist and direct our local operating terminals in providing the best vehicle maintenance service to our customers. Our West Region Maintenance Director, Mr. Daniel Moreno, provides support and management oversight to identify areas for improvement and implement best practices across all of our operating terminals. Through on-line monitoring of maintenance KPIs, regular reporting, and on-site local visits, he ensures that our vehicle maintenance staff implement our maintenance program to reduce or eliminate vehicle down-time and provide maximum revenue service for the County.

Oversight is also accomplished through data driven decision making and monitoring specific vehicle maintenance Key Performance Indicators (KPIs). Four KPI measurements will be collected and reported by the terminal maintenance manager on a monthly basis. These KPIs include:

- PMI Currency
- Maintenance Cost per mile
- Miles between Road Calls
- Out Of Service Percentage

Maintenance KPIs are compiled, reported and compared across regions and between similar transportation operations. Each terminal location is then assigned a specific target score for each of the KPI measurements, creating a customized standard appropriate for the conditions at each individual operating location. Performance is then tracked and judges against the standard, and provides a tool for local Project Managers and Maintenance Managers to use in their daily decision making. KPI reports are provided to our customers as part of the monthly operating report package (usually attached to service invoicing) and additional custom reporting is implemented for each customer as needed.

OPERATIONS POLICIES

Uniforms

All drivers for the Lennox and Athens Shuttle services will comply with the Tectrans dress code requirements including proper shoes, shirts, hats and jackets. The typical uniform for a Tectrans driver is a blue shirt with coordinating black pants. Our focus on customer service requires a neat and clean appearance standard, which is enforced daily by window dispatchers and spot-checked daily in the field by Road Supervisors. Uniforms are customized to the needs of every customer and will include logos or other branding as desired by Los Angeles County.

Gate Checks

A highly effective "Best Practice" is for Project Managers and Road Supervisors to perform gate checks during the daily pull out. By showing the attention to detail and commitment to safe and effective service delivery, the Tectrans local Project Manager often performs daily gate checks in person. This process verifies that every driver that leaves the terminal, and every vehicle, is properly prepared and safe for operation. Using a detailed checklist, each driver credential is verified, all vehicle paperwork is verified, and each item of the daily pre-trip inspection is verified. Another version of this practice rotates each driver through as the "Gate Check Supervisor for the Day." Tectrans will use this strategy to ensure that Lennox and Athens Shuttle vehicles and drivers provide the best service possible for daily riders.

6.A STAFFING PLAN

The Project Manager will lead a team of qualified local operations staff. Throughout the transition and ongoing operations, our goal will be always to provide the County and riders with the highest quality staff, period. Tectrans plans to support both the vehicle maintenance program and the safety and training program at the Lennox and Athens Shuttle project by using resources from our Long Beach operating location. By drawing on these existing resources, Tectrans is able to provide a lower cost proposal, while maintaining our high quality standards for the benefit of the County.

The table below represents our complete plan for staffing the Lennox and Athens Shuttle project, from project management to front line staffing. The table includes typical job duties and full-time equivalent (FTE) assignments for all the categories of staff needed to successfully operate the services. Over time, the staffing needs of the Lennox and Athens Shuttle project may change due to service changes, operational conditions and funding challenges. In partnership with our customers, Tectrans management reviews these conditions regularly, and makes changes to staffing levels as needed to maintain exemplary customer service as well as efficient and effective transportation operations.

Title	Typical Job Duties
Project Manager Robin Pete	The Project Manager is responsible for providing transportation operations with high on-time performance and excellent service to customers. He selects and manages all operations staff, monitors performance and works aggressively to identify and solve problems. As a leader of front line staff, he is a real people person and focused on delivery of excellent service for our riders.
Operations Manager David Saldana	The Operations Manager provides direct supervision of transportation operations, including directing day-to-day operations, staff scheduling, regulatory compliance, and quality assurance. As the primary leader of service, the Operations Manager plays a key role in successful delivery of transportation services.
Maintenance Manager Moses Garcia	The Maintenance Manager provides both supervision of the total vehicle maintenance program, and hands on vehicle maintenance and repairs. Duties include compliance with our preventative maintenance program, regulatory compliance, routine and specialized vehicle repairs, and quality assurance.
Maintenance Technician Michael McLaughlin	Technicians perform hands on vehicle maintenance and repairs of paratransit vehicles. They perform preventative maintenance inspections, routine repairs, and parts removal and replacement.
Road Supervisor	Road Supervisors are specially trained staff that provide direct oversight of vehicle operators and on-road services. They provide key first person observations and problem solving in the field that emphasizes the delivery of excellent customer service by vehicle operators and dispatchers.

Vehicle Operators	Vehicle Operators are the "face" of Tectrans to our riders. Many times they are the only person a rider will ever see or talk to personally and operate vehicles on pre-assigned routes and provide a safe, comfortable and on-time trip to riders. Their focus is to provide every passenger with a safe and happy experience.

EMPLOYEE RETENTION (LABOR CODE 1070-1074 & SB 158 CERTIFICATION)

A cornerstone of our staffing approach is to enthusiastically comply with California Labor Code 1070-1074, and do everything in our power to encourage retention of the current transportation service program employees. This includes our certification in compliance with Senate Bill No. 158, that we agree to retain qualified current employees of the existing service contractor for a period of at least 90 days. Beyond mere compliance with labor regulations, Tectrans is committed to keeping the existing employees for the long term. We view this as an opportunity to maintain continuity of service, retain institutional memory, and facilitate a smooth, trouble-free transition of the transportation service.

LIVING WAGE ORDINANCE

Tectrans acknowledges and understands the terms of the Living Wage Ordinance of Los Angeles County as provided during the procurement process. As with labor code and other regulatory compliance efforts, our approach is to enthusiastically comply, because we know from experience that these requirements help promote a long-term commitment from our staff that improves employee morale, reduces turnover and training costs, and improves service to our customers. Throughout the term of service providing the Lennox and Athens Shuttle, Tectrans will comply with all applicable terms of the County's Living Wage Ordinance.

HUMAN RESOURCES COMPLIANCE

Tectrans is fully committed to being the employer of choice for transportation professionals. Company policy prohibits discrimination based on race, color, religion, creed, national origin or ancestry, age, gender, sexual orientation, veteran status, genetic information or characteristics, medical condition, physical or mental disability, or any other consideration made unlawful by federal, state or local laws. We maintain strict compliance with all federal and state employment laws.

At a minimum, compliance includes the following:

- Federal Civil Rights Act of 1964
- Federal Immigration and Nationality Act
- Americans with Disabilities Act of 1990
- States Fair Employment Practices Act
- Equal Employment Opportunity Commission Regulations
- CA Labor Code Section 1070-1074
- SB158 – Retention of Employees
- AB1825 – Sexual Harassment Training

EQUAL EMPLOYMENT OPPORTUNITY

Equal Employment Opportunity has been, and will continue to be, a fundamental principle at Tectrans and all affiliated companies, where employment is based upon merit. We want to have the best available persons in every job. This policy of Equal Employment Opportunity applies to all policies and procedures relating to recruitment and hiring, compensation, benefits, termination, and all other terms and conditions of employment.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with disabilities, Tectrans makes reasonable accommodations for the known physical or mental limitations of an otherwise qualified

individual with a disability who is an applicant or an employee unless undue hardship would result. Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact the Human Resources department and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job. Tectrans staff will conduct an investigation to identify the barriers that make it difficult for the applicant or employee to have an equal opportunity to perform his or her job, and will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, Tectrans will make the accommodation.

HARASSMENT POLICY

Tectrans is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits discriminatory practices, including harassment. Therefore, Tectrans expects that all relationships among persons in the workplace be business-like and free of bias, prejudice, and unlawful harassment.

Our company stands firm on the belief that everyone employed provides value to our business and will always be a key factor in our success as an organization. To that end, we have adopted an Open Door Policy in order to further demonstrate the value we place on our staff. This means that every Manager's door is open to every employee. The purpose of the Open Door Policy is to encourage open communication, feedback, and discussion about any matter of importance to our employees. The Company's open door policy means that employees are free to talk with any Manager at any time.

Each member of management is responsible for creating an atmosphere free of discrimination. Further, employees are responsible for respecting the rights of their co-workers, clients, consumers, and vendors. A Manager or Supervisor has the responsibility to address the concern and help our staff members understand workplace practices, processes, and business decisions. If an employee does not feel comfortable discussing his or her issue with their immediate Supervisor, the Open Door Policy allows an employee to discuss an issue or concern with the next level or Management and/or Human Resources directly. All Managers and Supervisors shall be willing to listen to any workplace concerns and help with resolution or clarification.

EMPLOYEE HANDBOOK

The Employee Handbook applies to all employees of the Tectrans family of companies. It provides a guide for all employees of Tectrans in implementing basic Human Resources policies, such as Equal Employment practices, Open Door policy, and others. When combined with the additional policy statements, these documents form our core guidelines for performing daily tasks and achieving common goals for every employee from management to front line staff.

The Employee Handbook covers all basic employment information, and describes our universal policies and practices. The handbook is designed to provide our employees with information about the policies and the benefits of our organization. In addition to these standard policies, the handbook is customized for each terminal operation to reflect the specific individual operating conditions of the terminal, including adherence to union requirements and collective bargaining agreements, physical conditions of each terminal, and the operational needs of the clients we serve.

While the complete Employee Handbook is provided for your review in the Appendix at the end of this proposal, the handbook covers the following important policies and procedures:

- Employment
  - At-Will Employment
  - Equal Employment Opportunity
  - Eligibility Requirements
  - Background Checks
  - Human Resources Records

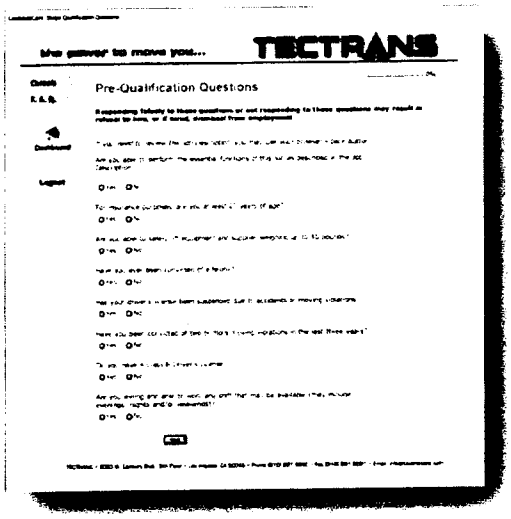
- Compensation
  - Pay Schedules
  - Work Week Definition
  - Overtime/Non-Exempt Status
  - Transfers and Promotions
- Hours of Work
  - Attendance and Punctuality
  - Hours
  - Meal and Rest Periods
- Time Off
  - Paid Time Off
  - Holidays
  - Bereavement Leave
  - Jury Duty
  - Military Leave
  - Religious Observances
  - Family Medical Leave
  - Pregnancy Leave
  - CA State Disability Insurance
  - Paid Family Leave
  - Leave of Absence
  - School Leave
  - Time off for Victims
  - Lactation Accommodation
- Employee Benefits
  - Medical Benefits
  - Dental Benefits
  - Changes to Benefits
  - Worker's Compensation
- On-The-Job Policies
  - Business Ethics
  - Professional Conduct
  - Quality Statement
  - Open Door
  - Bullying
  - Nepotism
  - Non-Discrimination
  - Anti-Harassment
  - Attendance
  - Dress Code
  - Personal Appearance
  - Hygiene
  - Employee Conduct
  - Corrective Action
  - Job Abandonment
  - Violence in the Workplace
  - Weapons in the Workplace
  - Confidential Information
  - Use of Computers and Equipment
  - Email and Internet Use
  - Voice Mail Use
  - Personal Phone Calls
  - Solicitation and distribution
  - Smoke Free/Tobacco Free
  - Substance Abuse
- Safety Policy
  - Injuries
  - Accidents
  - Emergencies
- Security Policies
  - Guests and Visitors
  - Children and Pets
  - Company Property
  - Theft and Vandalism
  - Investigations and Searches
  - Emergency/Crisis Communications
- Facilities Policy
  - Clean Workplace
  - Work Areas
- Financial Policy
  - Travel and Expenses
  - Training and Seminars
- Leaving the Company
  - Resignation/Termination Procedures
  - Post Separation Procedures
  - Reduction in Force

CANDIDATECARE WORKFORCE DEVELOPMENT PROGRAM

The CandidateCare Workforce Development Program is designed to support the Tectrans Human Resource effort through a comprehensive recruitment, selection and hiring program. This program combines best-in-class technology, Human Resource process support and collaboration by specialists in the behavioral and industrial sciences into a standardized format and a standardized scoring system to rate and track applicants. Specifically, this program results in talent management and workforce development solutions through custom materials and management tools developed especially by Tectrans.

The CandidateCare program is designed specifically to assess transportation industry staffing, including drivers, dispatchers, office staff, and transit supervisors/managers. It begins with a series of assessment tools (hurdles) designed to screen-out unfit applicants. The individual steps, or hurdles include:

- Customized Career-board and online Applicant Tracking System
- Organizational and job related on-line Pre-screen surveys (pass/fail knock-out questions)
- User and administrative portals for customized Job-Board postings and status dashboard, online employment application, pre-employment forms, digital signature technology and metrics/tracking database
- Fully customized and automated candidate status update, selection and rejection e-mails
- Construct valid competency assessments (to be verified through job analysis), measuring validated paratransit job-specific competencies that include: Adaptability, Compliance, Conscientiousness, Customer Focus, Response to Stress, Safety Orientation and Teamwork
- Validated paratransit job-specific structured employment interview (with behaviorally-anchored items and online scoring template)
- Online skills based assessments including; Numerical Ability, Reading Comprehension and the Ability to Follow Directions
- Hiring and performance metrics management platform
- EEO data collection and reporting

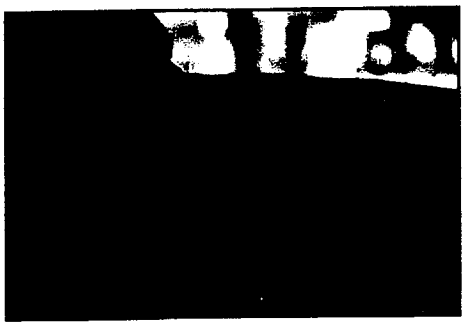


MINIMUM VEHICLE OPERATOR QUALIFICATIONS

Equally important to attracting a qualified pool of applicants is making the right hiring decision. Sound decisions rely on well-defined description of job duties, acceptable hiring standards, selection criteria that identify the best, and a strict adherence to the process which makes it all work.

Our screening process starts with the basic hiring standards:

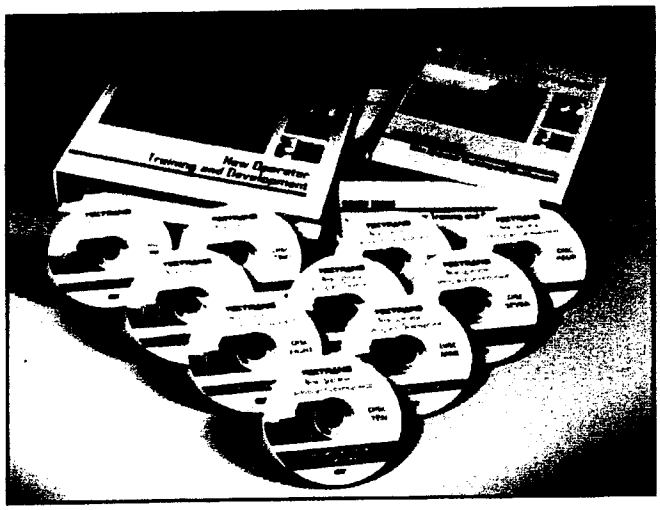
- An accurate and valid application
- Minimum, five years of driving experience
- Minimum, 50,000 miles driving experience in the US
- Minimum, 25 years of age
- Successfully pass a U.S. Department of Transportation physical examination.
- Successfully pass a drug and alcohol screen
- Have the ability to obtain the special permits and endorsements
- Possess a Commercial Drivers License
- Have sufficient command of the English language
- 10 Year DMV History
- No record of DUI or DWI
- No felony, narcotics, drug/alcohol, moral turpitude convictions
- No conviction of reckless driving or speed contest
- Background check: satisfactory appraisal from prior employers, at a minimum, or verifiable references from past three employers, or last five years of employment



ONGOING MONITORING OF CREDENTIALS

Even the most stringent of pre-employment screening measures will be ineffective if they are not monitored on an ongoing basis. As recognition of that, we enroll all drivers into the Department of Motor Vehicles (DMV) Pull-Notice program. In this proactive program, the DMV notifies us immediately of all changes to a commercial driver's record, and provides an annual update if there is no license activity. In addition, we track driver credentials through routine standard reporting practices, and verify all driver credentials daily through our window dispatch process, including drivers license, medical certificate, DMV certificates, and others.

EMPLOYEE TRAINING PROGRAMS



Tectrans believes that driver training is the foundation upon which safe, dependable vehicle operations are built. Well trained and consistent drivers who follow procedures in detail will ensure that buses operate on time and are dependable for our customers. As a leading provider of transportation services nationwide, Tectrans leads the way with industry proven best practices and comprehensive training programs that improve employee performance and create safe and reliable vehicle services.

DRIVER TRAINING PROGRAM

Tectrans has implemented a training program designed to provide comprehensive and thorough training for all of our drivers and operations staff. The program uses classic classroom training as well as hands on practical experience, and takes advantage of current technology to maintain the interest of trainees by using audio/visual aids, DVD, online resources, role playing, workbooks, oral and written testing, and self paced learning. Training is conducted by qualified and certified trainers, as well as senior staff and management for each terminal. Guest trainers are also incorporated for specific program topics and specialized training opportunities.

The standard driver training program allows for custom elements and modification to meet the needs of our individual operating terminals and their clients. Using this flexible design, Tectrans achieves a consistently high standard across all of our operating divisions by ensuring that critical elements of the program are implanted at every location, while specific needs of our clients are also addressed with contract-specific training.

The Tectrans training program is a minimum of 80 hours in length, including 40 hours of classroom learning and at least 40 hours of behind-the-wheel learning. Additional program elements provide additional training hours. However, effective training is not judged only by hours spent in class, but rather the content of the program itself. To ensure the highest quality program, Tectrans has utilized several respected industry resources to build our program, including the U.S. Department of Transportation, Transportation Safety Institute, Community Transportation Association Passenger Service and Safety (PASS) and the Smith System of Defensive Driving.

A summary of the Tectrans Driver Training Program components is provided in the table below:

Day	Category	Module	Description	Hours
1	Classroom	Introduction	Welcome & Expectations	1
	Classroom	Company Policies & Procedures	Employee Handbook	2
	Classroom	Vehicle Operations	Vehicle Introduction & Driver Manual	3
	Classroom	Project Specific Training	Customized for Every Terminal	2
2	Classroom	SEE #1	Safety is Every Employees #1 Responsibility	2
	Classroom	First Aid & CPR	Red Cross Certification	6
3	Classroom	Customer Care	Based on START Customer Service Program	8
4	Classroom	ADA/Passenger Sensitivity	Based on CTAA PASS Training Program	8
5	Classroom	Defensive Driving	Based on Smith System	8
			Total Classroom Instruction	40
6	Behind the Wheel	DVIR Training	Pre-trip Inspection Training	4
	Behind the Wheel	Securement Training	Complete Hands On ADA Training	4
7 & 8	Behind the Wheel	Closed Course Training	Vehicle Familiarization & Skills Development	16
9 & 10	Behind the Wheel	On-Road Training	Emphasize Defensive Driving & Skills Testing	16
11 to 20	Behind the Wheel	On-Route Training	Real World Testing & Evaluation	80
			Total Behind the Wheel Instruction	160
		Additional Training		
	Continuous	Safety Meetings	Monthly Refresher Training	2
	Continuous	Road Supervision	Active On-Route Supervision & Evaluation	Varies
	Continuous	Refresher Training	Additional or Reminder Training	Varies
	Continuous	Corrective Re-Training	Specific One-on-One Fitness Evaluation	Varies
	Continuous	Certification Training	Additional Training for Certifications	Varies

New Hire vs. Incumbent Training

During a service transition, drivers working for the incumbent contractor and who are properly trained, qualified and licensed, may be hired and placed into revenue service without completing the entire Tectrans driver training program. Based on proper documentation of qualifications, these drivers may receive the minimum mandatory training for Tectrans operators, including at a minimum, Tectrans policies and procedures, **SEE #1**, and customer service.

During the transition period, Tectrans will conduct an assessment of the existing drivers, and incumbent operators are tested on all training components to ensure proficiency. Within the first 90 days of start-up, all drivers will be certified to meet the Tectrans training program. The chart below details the differences between new hire and incumbent training.

Category	Module	Hours	New Driver	New Hire With CDL	Incumbent Driver
Classroom	Introduction	1	✓	✓	✓
Classroom	Company Policies & Procedures	2	✓	✓	✓
Classroom	Vehicle Operations	3	✓	✓	✓
Classroom	Project Specific Training	2	✓	✓	✓
Classroom	**SEE #1**	2	✓	✓	✓
Classroom	First Aid & CPR	6	✓	✓	✓
Classroom	Customer Care	8	✓	✓	✓
Classroom	ADA/Passenger Sensitivity	8	✓	✓	
Classroom	Defensive Driving	8	✓	✓	
	Total Classroom Instruction		40	40	24
Behind the Wheel	DVIR Training	2	✓	✓	
Behind the Wheel	Securement Training	2	✓	✓	
Behind the Wheel	Closed Course Training	8	✓		
Behind the Wheel	On-Road Training	8	✓		
Behind the Wheel	On-Route Training	20	✓		
	Total Behind the Wheel Instruction		40	8	

Category	Module	Hours	New Driver	New Hire With CDL	Incumbent Driver
Continuous	Safety Meetings	2	✓	✓	✓
Continuous	Road Supervision	Varies	✓	✓	✓
Continuous	Refresher Training	Varies	✓	✓	✓
Continuous	Corrective Re-Training	Varies	✓	✓	✓
Continuous	Certification Training	Varies	✓	✓	✓
	Total Instruction Hours by Trainee Type		80	48	24

Corporate Training Support

Tectrans directly supports our local training programs with two dedicated corporate support positions. Working in concert, the Tectrans Senior Vice President of Safety and Risk Management and the Tectrans Manager of Corporate Recruiting provide oversight and direction for training programs to all local Tectrans terminal operations. As Senior Vice President of Safety and Risk Management, Mr. Drew Jones oversees all safety and training program content and implementation. He not only ensures that Tectrans policies are followed, but he also makes sure that all operating terminals meet or exceed legal or regulatory requirements of local, state, and federal agencies. .

Tectrans Training Staff

The majority of the training program is delivered by our dedicated Safety Trainer with the direction and support of local Project Manager, and the assistance other senior location staff. Corporate support is available to every local operating terminal for assistance in delivering the Tectrans driver training program. All Safety Trainers are required to be certified Red Cross First Aid and CPR instructors; certified Transportation Safety Institute Transit or Paratransit Trainer; certified DMV Employer Testing Program Examiner; maintain a commercial driver's license with passenger endorsement and airbrakes certificate in good standing; and maintain a current medical certificate.

Classroom Training

The Tectrans driver training program begins with classroom training before moving to behind the wheel training, additional certification training, and continuous training. Classroom instruction is dynamic and efficiently paced. The daily schedule includes multiple topic changes in order to maintain the interest of trainees. For an interesting classroom experience, our program includes video, graphics, workbook reading and exercises, demonstrations, group and individual exercises, and role playing with multiple opportunities for trainee participation. The major topics of classroom training are described below.

SEE #1 Safety Training

Training begins with our number one core value, safety. The first and top priority message for all Tectrans employees is that Safety is Every Employee's #1 Responsibility (**SEE #1**). Above all other concerns, our employees are instructed that they must accept responsibility for their own safety, as well as the safety of everyone around them, including coworkers, passengers, and the public. Our policy teaches the trainee the three priorities of service; Safety as number one, then Customer Satisfaction, and finally Efficiency. In any situation, decisions are made using these priorities in order.

This element of classroom training is a wide ranging discussion of corporate policies and procedures that includes:

- Personal Safety
- Injury Prevention
- Accident Prevention
- Drug and Alcohol Testing Program
- Emergency Procedures
- Hazard Communication
- Injury Reporting
- Accident Reporting

Company Policies and Procedures

This element of the training curriculum is our opportunity to describe and review the comprehensive Tectrans policies and procedures which govern the employment relationship between the company and the trainee, and also govern continued employment status. The major components of this training include a site tour and facility orientation, and instruction using Tectrans Employee Handbook and the Driver Manual.

The Employee Handbook covers every major topic of employment with Tectrans. It governs the employee/employer relationship for all Tectrans employees, and contains all basic regulatory and employment law provisions. The Employee Handbook is a standard document across all of Tectrans operating terminals. In contrast, the Driver Manual is a highly customized document which describes in detail the specific operating procedures and requirements for each individual Tectrans operating terminal. The Driver Manual includes customized descriptions of driver duties and responsibilities which apply to specific transportation services operated at the terminal.

Customer Service Training

Drivers are the "face" of every transportation service because they represent both the County and Tectrans to riders every day. Since passengers interact with drivers more frequently than any other transportation staff member, Tectrans emphasizes providing excellent customer service throughout our driver training program. In this training module, Tectrans provides instruction that complements our comprehensive Customer Care program (described in detail in the Customer Care Program section of this proposal).

The core message of the Tectrans Customer Care Program, is that satisfaction is judged solely by the passenger. When approaching any event or situation, our drivers and staff can have a positive, neutral, or negative impact on how that event or situation is perceived by our passengers. Our Customer Care Program goal is to make every customer interaction a positive one.

We deliver this core message in a way that empowers our drivers and staff to be pro-active; to take the best action to resolve issues quickly; and to communicate empathy and understanding with passengers. These skills are taught to each driver as they learn to identify and use various communication techniques, and how to best communicate effectively with the public. The program addresses basic guidelines of quality customer service in a transit setting, and our standards of what it means to be a professional driver.

Based on the industry leading START customer service training program, Tectrans provides detailed instruction to help operators understand the part they play in providing and promoting a positive passenger experience. Materials help drivers overcome common negative mindsets that can make the job unnecessarily difficult. The program teaches drivers:

- How and why to make customers feel welcome
- Keeping it Positive - Non Verbal Communication
- Understanding and following rules, policies and guidelines
- How to make good decisions about exceptions
- Establishing professional boundaries with customers
- Conflict Avoidance - Letting it Go
- How and when to call for assistance
- How to manage schedules and time pressures
- Mature and positive communication with co-workers and management
- Communicating with Customers During Emergencies and other difficult situations

ADA/Passenger Sensitivity Training

Tectrans understands the importance of treating all passengers with respect and understanding. In particular, we emphasize providing high quality service for seniors and passengers with disabilities. Providing excellent service to

passengers with disabilities is not really difficult. However, many people have limited experience and may have fears or misconceptions about people with disabilities, making a strong ADA and passenger assistance training program is essential for our staff.

Tectrans utilizes the PASS (Passenger Service and Safety) program developed by the Community Transportation Association, which has been heavily modified to meet the needs of our clients and our drivers. The course is designed to familiarize staff with the legal requirements of the Americans with Disabilities Act (ADA), and includes an overview of the requirements of the ADA as it applies to public transportation, including vehicle operation and maintenance. The goal is to provide drivers with the skills necessary to create a positive impression for every rider, regardless of physical ability or age.

The passenger sensitivity course includes a variety of hands on experiences for our drivers. Extensive role-playing and participatory experiences are used to give every driver a chance to "feel" and develop empathy for our riders. Drivers have opportunities to board the vehicle using a variety of mobility devices, including a wheelchair (complete with lift boarding, securement, and lift de-boarding), walker, cane, and using a white cane while experiencing visual impairment. The course also includes special guest instructors from the local disability community, advocacy, or training organizations. Our community involvement provides extensive opportunities for participation of local social service organizations, and helps build connections to the rider populations we serve and keep our training fresh and current. This outreach is reinforced during behind the wheel training, when drivers visit local program sites, senior centers, adult day health care, dialysis centers, or other frequent service destinations and build personal relationships with riders and staff.

The passenger sensitivity course materials also include handouts, role-playing exercises, guest lecturers and video presentations. The main emphasis of our program is that riders are people first, and they are the best source for finding out what assistance they want or need. Topics covered during this course include:

- Americans with Disabilities Act (ADA)
- Visual Disabilities
- Hearing Disabilities
- Communication Disabilities
- Mobility Disabilities
- Developmental Disabilities
- Mental Disabilities
- Hidden Disabilities
- Driver Sensitivity and Communications
- Disability Awareness
- Communication Techniques
- Definition of the "common wheelchair"
- Mobility Devices
- Wheelchair Handling
- Lift Operating Procedures
- Wheelchair Securement
- Passenger Assistance Tips
- Principles of Crisis Management
- Evacuation Techniques
- Emergency Procedures
- Blood Borne Pathogen Protection
- Handling Seizure Disorders
- Disability Simulations
- Extensive Role Playing
- Personal Care Attendants
- Service Animals

Spanish Phrase Training

Consistent with our policy of hiring bi-lingual (English/Spanish) staff throughout our service operations, both in the office and in the field, Tectrans is committed to improving service for customers by implementing a routine training program to teach our staff effective communication techniques. As an added element to our passenger sensitivity training program, Tectrans will design and implement a keyword and key phrase training program for all County staff to make sure that all staff are proficient in basic communication with Spanish speaking transit riders and customers. The program will document proficiency for each staff member in communicating using common transit related phrases in a question and answer format. Created with the help of our bi-lingual corporate resources, Lennox and Athens

Shuttle drivers will learn to communicate questions and answers in both Spanish and English to common transit questions such as: "what is the correct fare?" and "where is the next stop?"

First Aid and CPR

In recognition of safety as our top corporate priority, all Tectrans drivers are trained and certified in Red Cross First Aid and CPR. Each Tectrans trainer is a certified Red Cross First Aid and CPR instructor and provides the training, examination and certification for Tectrans drivers. The Red Cross First Aid and CPR course provides our drivers with the knowledge and skills necessary to recognize and provide basic care for breathing and cardiac emergencies as well as how to respond to sudden illness or injuries. Drivers must successfully complete all required skills and pass a written examination with a score of 80% or better to receive Red Cross training certificates.

American Red Cross
Together, we can save a life

Transportation Operations

The operations training session provides general instruction to drivers about the vehicles they will operate, and both the general and specific operating conditions of the terminal. An introduction to the vehicle includes classroom descriptions and hands on inspection and demonstration of the major vehicle systems. Typical components discussed are the engine, steering, brakes, driver controls, doors, safety windows, lift equipment, securement devices, safety equipment, radio, and farebox. Training is focused on how the transit vehicle differs from a private automobile and the specific procedures required to ensure they are operated safely. Basic operations training topics include:

- Attendance Policies/Call Out Procedures
- Work Schedules
- Report for Duty Procedures
- Route and Manifest Development
- Required Driver Equipment
- Daily Vehicle Inspection Report (DVIR)
- Radio Operation and Etiquette
- Fare Collection and Fare Box Operation
- Map Reading
- Mobile Data Terminal (MDT) Operation
- Dispatch Operations
- Vehicle Fueling

Defensive Driving Training

The backbone of our safety program is the emphasis on defensive driving skills for every Tectrans driver. Using the Smith System method of space cushion driving, every Tectrans terminal teaches drivers the core defensive driving fundamentals of space, visibility and time. Commercial drivers can go their entire professional lives without an accident, and defensive driving is a proven factor in creating the safe vehicle operation that can make an accident free driver career.

SMITH SYSTEM. Drive Different.

Our defensive driving course teaches drivers the five keys of space cushion driving: Aim high in steering; Get the big picture; Keep your eyes moving; leave yourself an out; and make sure they see you. This critical course teaches drivers how to recognize and avoid dangerous situations. We teach that any accident, no matter how small, puts drivers themselves, passengers, and the general public at risk. The basic classroom defensive driving program includes classroom instructions, video and audio aides, and various testing materials. Behind the wheel instruction reinforces classroom instruction. Course topics include:

- Vehicle Stopping Distances
- Vehicle Backing
- Blind Spots
- Steering Methods
- Curves, Intersections and Turning
- Railroad Intersections
- Parking Lot Procedures
- Freeway Driving and Merging
- Following Distances
- Lane Changes
- Night Driving
- Weather Conditions
- Curbs and Fixed Objects

Project Specific Training

Tectrans supplements our complete standardized driver training program with specific training geared to the needs of the individual service provided at each operating terminal. We will tailor our program to meet the specific requirements of the County. Specific examples of customized driver training elements include subjects like: operating hours, days and services; passenger eligibility; fare collection policies; passenger assistance rules; trip reservations, scheduling, and cancellation policies; service area guidelines; uniform standards; and other program areas as needed. Our goal is to provide an exceptional driver training program that provides the highest quality and safest transportation experience for the County and its riders.

Behind the Wheel Training

Classroom training provides the foundation for becoming an excellent Tectrans driver. Behind the Wheel Training builds on that foundation with practical, hands on instruction and skills development. Specifically, all Behind the Wheel training emphasizes correct defensive driving techniques. Elements of the Tectrans Behind the Wheel training program are described in the following paragraphs

Daily Vehicle Inspection Report (DVIR) Training

All drivers receive training on how to properly perform the process. DVIR Training includes a full walk-around inspection of the vehicle exterior and interior using a comprehensive checklist. DVIR Training includes a full explanation and walk through of the vehicle maintenance process to show how the DVIR process contributes to the overall vehicle maintenance program. Procedures are explained and demonstrated for safety sensitive conditions that require immediate repair and "downing" of a service vehicle, as well as minor repair items that must be noted for future repair. Each checklist item is demonstrated and explained in detail and every driver is tested for proper performance of the checklist items, and understanding of their importance for safe vehicle operation. DVIR Training includes the gate check process which confirms that every driver has performed the DVIR, is properly equipped for their shift, and is carrying their required drivers license, endorsements, certifications, medical card, etc.

Closed Course Training

Driver skills training starts with training on a closed course. Skills training is the introduction and practice with basic vehicle maneuvers and operations to familiarize drivers with the larger size, slower speed, slower reaction and larger spacing of commercial vehicles before driving the vehicle on the street. Closed Course Training occurs on private property using large paved spaces and skills course set up using cones and barriers.

The skills course requires all trainees to learn the use of multiple mirrors, vehicle steering, braking, and acceleration, and emphasizes how to safely maneuver the vehicle in both forward and in reverse. The skills training program allows our trainers identify potential deficiencies in students and apply additional training or supports to improve their performance or remove students from the training program when they cannot meet our demanding standards. Closed course skills training teaches the following skills:

- Judgment Stops
- Emergency Maneuvers
- Following Distance
- Right and Left Side Backing
- Right Turns and Left Turns
- Left Turn One Way to One Way
- Parallel Parking
- Customer Stop
- Loading Zones

- Railroad Crossings
- Drive Through
- Back Through
- Serpentine

Securement Training

During behind the wheel training, Tectrans provides thorough hands on experience with securing mobility devices for every driver. Demonstrations and hands-on practice conform to PASS recommendations and meet all ADA requirements. During securement training, critical attention is paid to ensure that each mobility device is properly secured, and to make sure the customer enjoys a safe ride. The focus of this training is to secure the mobility device at strength positions; the operator will never attach securement straps to spokes or other loose components. Equally important is making sure shoulder belts and lap restraint al also properly used for every passenger. Tectrans teaches the following securement procedures:

- The vehicle must be parked at the curb
- The vehicle transmission in park
- The vehicle parking brake engaged
- The vehicle interlock operational
- The operator deploys the lift according to specific lift procedures
- The operator assists the passenger in boarding the lift
- Passengers ride the lift facing away from the vehicle
- The operator ensures mobility device brakes are engaged
- The operator ensures the passenger lap belt is secured
- The operator ensures the lift safety strap and barrier are engaged
- The operator communicates to the passenger that lift operation will begin
- The operator raises the lift to its complete up position
- The operator allows the passenger to maneuver into position in the vehicle, assisting as necessary.
- The operator requests permission to secure the mobility device
- The operator secures the mobility device at strength positions
- The operator requests permission to place shoulder and lap restraints
- The operator secures shoulder and lap restraints
- The operator notifies the passenger that they are ready to depart

On-Road Training

Once a student has successfully completed all skill course maneuvers during closed course training, drivers begin on-road instruction under the supervision of Tectrans' training staff. The focus of this training is on practicing and reinforcing the Smith System of defensive driving with actual on the road practice. During on-road training, each driver is presented with extensive time behind the wheel to experience as many real world driving situations as possible. In addition, each Tectrans Terminal uses a specific testing route that presents each driver trainee with all the commercial driver drive test scoring challenges. To complete on-road training, Tectrans drivers must demonstrate mastery of defensive driving, emergency procedures, and all technical driving skills.

On-Route Training

Upon completion of on-road training, new drivers are assigned to a training route for a period of at least two weeks. The training route will typically be one of lower ridership, to allow the new driver time to build their skills. Drivers will operate the vehicle, become familiar with trip generators and landmarks, and interact with passengers on a practical level. Drivers are expected to follow all the same procedures and perform the same functions as regular route drivers, and are monitored constantly by the trainer or road supervisor staff who rides along on the route to provide supervision and training reinforcement.

During on-route training, drivers are evaluated and tested frequently. Before a driver is approved for transfer to revenue service, supervisors evaluate their knowledge of operational policies and procedures. In addition, supervisors evaluate driver attitude regarding traffic or stress, customer courtesy, passenger sensitivity, defensive driving, and safe vehicle operations.

Continuous Training

Once drivers graduate to revenue service, Tectrans provides on-going and frequent training opportunities. Through both regularly scheduled training, or on an as needed basis, Tectrans is committed to the successful and safe performance of all drivers over the long term.

Safety Meetings

Tectrans conducts a regular schedule of mandatory safety meetings at each Tectrans Terminal. Held at least once every month, safety meetings are our opportunity to provide our drivers with new information, the latest safety techniques, and additional training on company policies. Above and beyond this monthly safety training, all Tectrans companies receive Monday Morning Safety Messages every week with timely topics. Each weekly message is delivered in both English and Spanish to ensure that the messages are readily understood by all of our drivers.

Road Supervision

Dedicated road supervisors provide the oversight necessary to ensure drivers are performing at their best when they are in revenue service for our customers. Road Supervisors perform the critical task of annual driver evaluations that include safety, defensive driving, and customer service evaluations. In addition, they maintain relations with major trip generator sites and staff, and document service quality throughout revenue service.

Refresher Training

Whether based on annual driver evaluation, observations form road supervisors or customers, or upon request of the driver, Tectrans provides refresher training for all drivers on an as needed basis. Refresher training allows any driver to return to any area of our comprehensive training program to re-learn or reinforce the standards and techniques that make a professional Tectrans driver. From time to time, specific trends or problem areas are identified at an operating terminal, and refresher training is provided to all drivers on a particular subject area. Refresher training is also provided to all drivers for professional growth or to learn new skills.

Corrective Re-Training

Corrective re-training is provided for individual drivers using a one-on-one instruction process that allows instructors to focus their time and attention on particular driver behaviors or improvements. Drivers are evaluated at least annually, and corrective re-training is provided to any driver that does not meet safety or customer service expectations. Additional triggers for corrective re-training include accidents, collisions, negative customer comments, excessive absences, or other reported incidents. Drivers that receive corrective re-training are re-evaluated for job suitability, and evaluations are documented in driver training and employee files.

Certification Training

In addition to the basic program, training in advanced topics and specialized certifications are also completed by our training staff on an as needed basis. Specific training or permit certification items such as General Public Paratransit Vehicle (GPPV), Vehicle for Developmentally Disabled (VDDP), Verified Transit Training (VTT), air brake certification, School Pupil Activity Bus (SPAB), etc are provided as needed or as required by the contracted service.

MAINTENANCE TRAINING

Throughout our transit operations today, Tectrans has more than 50 technicians providing exceptional vehicle maintenance services. We employ A, B, and C qualified technicians, always with an eye to training the less skilled employee up to an A classification. The difference between Tectrans and our competition is our people. We see our

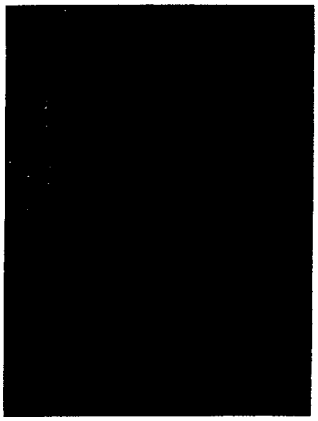
maintenance staff as a valuable asset, and we believe in investing in each employee's training and growth. We have developed an extensive training program for our technicians, service workers, parts clerks and supervisors.

Tectrans' philosophy is to pinpoint the training needs of the individual and avoid the "shotgun" approach to training. We do not train every Technician in every area, but deliver only the training that each technician needs and will use. We have formed strategic alliances with our national and local vendors to provided specialized training on specific vehicle components and systems. The vendors we work with regularly to train our Technicians include: AC-Delco, Allison Transmission, Bendix, Carrier, Caterpillar, Cummins, Ford, GMC, Navistar and Thermo King.

Each Technician is given the opportunity to participate in planned, regional and national training seminars conducted by various equipment and vehicle manufacturers. This opportunity is offered as an additional incentive to enhance knowledge, reduce turnover, and provide for a greater knowledge base for the service needs of the County vehicles.

6.B COMMUNICATIONS EQUIPMENT

Our company operates using both cellular and radio-based communication systems for its various service operations. For The Lennox and Athens Shuttle service, Tectrans will utilize Nextel cellular phones to maintain direct communication with drivers on route. Tectrans is a national account partner with Sprint/Nextel and has established accounts for provision of direct-connect walkie-talkie service for our managers and supervisors, as well as cellular phone service. This relationship with Sprint/Nextel means that all key staff, managers, and supervisors are directly accessible through cellular phones to County staff as well as internal company employees, furthering our commitment to our "open door" policy. This system also provides an effective back-up communications capability for radio outages and emergencies of all kinds.



Tectrans has found that formal procedures for effective communications system use are mandatory. Tectrans uses standard protocols for radio systems, a standard operating procedure designed to shorten communication times and improve response in disaster or emergency operation. Our drivers are instructed on proper communications technique, including use of run and/or vehicle numbers to identify themselves, clearing and acknowledging each transmission, use of modulated, clipped tones and maintaining message brevity. Procedures governing the use of the communications system are strictly enforced.

The communications system has five primary functions within most of our operations:

- Permits schedule adjustments by advising drivers of detours, accidents and passenger overloads;
- Permits quick deployment of strategic spares and allows for scheduled repair as necessary;
- Permits management to respond to emergency situations involving passengers, equipment and personnel including accidents, illnesses, lost or confused passengers, lost articles, and dangerous or criminal activity aboard vehicles or at the facilities;
- Permits management to receive information on traffic, and conditions of assets (shelters, signs, etc.); and
- Expands management's ability to monitor service through location reporting and direct reporting.

6.C STORAGE AND MAINTENANCE FACILITY

Tectrans is a local transportation provider with offices throughout Southern California. Tectrans currently provides daily bus services to customers throughout southern Los Angeles County and the South Bay area from our Long Beach Terminal. This terminal, in close proximity to the service area, is the preferred operations location for the Lennox and Athens Shuttle services due to its location and existing support capabilities.

Our facility is located at 601 Golden Avenue in Long Beach. This full-service facility is close to the service area, which allows quick response to the transit service. The facility has parking inside a warehouse which allows our buses to remain clean and secure. There is adequate office space to both manage the system and train drivers. The facility has a radio system in place. This means we can easily begin and operate your service.

Capabilities of Tectrans at our Long Beach Terminal include:

- Operation of 100 Daily Service Routes
- Operation of Over 125 vehicles
- Operation of Over 150 Employees
- Voice Radio Dispatching Throughout South Bay area
- Full Service Computerized Dispatch Offices
- Full Service Customer Service Office
- Parking and Storage for over 100 vehicles
- Complete Vehicle Maintenance Shop and Tools
- 5 vehicle maintenance bays
- 2 full-size vehicle lifts
- Extensive Parts and Equipment Storage

6.D ADA COMPLIANCE

If a vehicle breaks down on route, is involved in an accident, or has any other emergency, Tectrans is committed to quickly restoring passenger bus service. Our dispatch staff are trained to respond to various in-service events, and follow standard procedures to determine the best method of response. Once confirmed, immediate response by a Road Supervisor and replacement vehicle is arranged for vehicle accidents and other emergencies.

To facilitate an immediate response to service disruptions, Tectrans maintains a "ready bus" for daily assignment. The "ready bus" is an ADA compliant vehicle that has already had a pre-trip inspection performed, is parked at the facility, and is ready to leave at a moment's notice. In the event that a replacement vehicle is needed in service, the "ready bus" is used to take over passenger operations on the route. Typically, the original driver resumes revenue service while the road supervisor coordinates with maintenance staff to arrange repair or towing for the stranded vehicle.

For mechanical breakdowns, a triage process is used by the dispatcher in coordination with maintenance staff to get the vehicle back in service or a replacement vehicle placed in service as quickly as possible. The road call process follows these steps:

- Triage mechanical issues with driver and maintenance staff
- Confirm a replacement vehicle is needed
- Coordinate "ready bus" and road supervisor assignment
- Confirm with maintenance staff if tow truck, on scene repair, or drive in response is needed
- Confirm break down location using landmarks and GPS as available
- Route "ready bus" and road supervisor to breakdown location
- Confirm route is returned to revenue service
- Complete the Road Call Report, verifying vehicle number, route number, operator name, time and date, location and description of the problem
- Route the Road Call Report to both Project Manager and Maintenance Manager

Tectrans tracks all road calls in our CollectiveFleet system, and provides accurate reporting of miles between road calls. This critical KPI is reported monthly and is monitored by both local and corporate maintenance staff to identify trends and ensure standards are met. Following a road call event, the vehicle is diagnosed and repaired. Before the vehicle is returned to revenue service, the Maintenance Manager must sign off on the repair.

In addition, road supervisor and shift change support vehicles provided by Tectrans are also 100% accessible vehicles, giving our road supervisors the tools and options they need to provide the best customer service for any situation.

6.E California Highway Patrol (CHP) Inspections

As a professional and experienced operator, we know the importance of maintaining our qualifications and legal ability to operate within the State of California. We also know the many benefits of maintaining strict regulatory, safety, and legal compliance. Diversified Transportation, LLC, a Tectrans company, is an authorized Motor Carrier with the California Highway Patrol. Copies of the past three year's CHP inspection reports for our Long Beach terminal have been included with form PW-19.

In addition, we maintain California Public Utilities Commission authorization to provide contracted busing services for the public. We are also a registered participant in the Department of Motor Vehicles Pull Notice Program.

CHP Motor Carrier: CA 332536
PUC Charter Party Carrier: TCP0021312-Z
DMV Pull Notice Requester Code: W6038
California Secretary of State Tax ID and Certification: 200612610169

As a fully qualified transportation provider, Tectrans maintains complete compliance with all regulatory agencies and regulations affecting our operations. From initial driver recruitment, through to delivery of services to our riders, we make sure that our operations not only comply with, but exceed, acceptable legal standards. This includes compliance with at least the following standards and regulations:

- California Highway Patrol (CHP)
- Motor Carrier Regulations
- Public Utilities Commission (PUC)
- Department of Motor Vehicles (DMV)
- DMV Pull Notice Program
- DMV Employer Testing Program (ETP)
- General Public Paratransit Vehicle (GPPV) Certification
- Vehicle for Developmentally Disabled Person (VDDP) Certification
- California Motor Vehicle Code
- Title 13
- Department of Justice
- LiveScan Background Checks
- California Air Resources Board (CARB)
- Federal Transit Administration (FTA)
- Federal Department of Transportation (DOT)
- Transportation Security Administration (TSA)
- Drug and Alcohol Testing Program
- National Transit Database (NTD)
- Equal Employment Opportunity (EEO) Employer
- Industrial Welfare Commission
- Wage Orders and work rules
- National Labor Relations Board (NLRB)
- Collective Bargaining Agreements and Labor Relations
- OSHA and CalOSHA

- Injury and illness Prevention Program (IILP)
- Red Cross First Aid and CPR
- EPA and CalEPA
- Storm Water Pollution Prevention (SWPP)
- Federal Contracting Requirements
- Americans with Disabilities Act (ADA)
- Local fire, safety, building and environmental requirements)

Compliance with the many regulatory agencies and regulations that apply to the commercial transportation industry requires constant attention and dedication form our local and corporate staff. Tectrans supports our local transportation operations, supervisors and managers with direct assistance from our corporate and regional offices.

6.F TRANSIT SECURITY PLAN

To establish the importance of security and emergency preparedness in all aspects of our organization, Tectrans has developed this System Security and Emergency Preparedness Program Plan (SSEPPP) that, at a minimum, complies with the standards set forth by Tectrans and the FTA. This SSEPPP outlines the process to be used by Tectrans and our local operating team to make informed decisions that are appropriate for our operations, passengers, employees and communities regarding the development and implementation of a comprehensive security and emergency preparedness program that, at a minimum, complies with the standards set forth by the SSEP Program.

As a result of this program, Tectrans hopes to achieve not only an effective physical security program, but also to enhance our coordination with our clients and the local public safety agencies in our service area. Improved communication will increase their awareness of our resources and capabilities, and improve our readiness to support their efforts to manage community-wide emergencies.

7. Quality Assurance Program

The quality assurance program used by Tectrans is a comprehensive, qualitative program based on active performance monitoring and reporting. The Tectrans program takes advantage of both qualitative and quantitative methods to gather and compile performance information and then report it to our local and senior management team. Critical to this process is our Key Performance Indicator (KPI) tracking program (described later in this proposal). Acting as the Inspector, the Project Manager, Robin Pete, will gather and report information under our quality improvement program. This information is put to good use as the basis for making service adjustments and resource allocation decisions that offer continuous improvement of our operations.

7.A Policies and Procedures

The Tectrans quality assurance program is based on information gathered and then reported using the following methods:

Field Observation

Road Supervisors are tasked with monitoring trip delivery in real time, as it happens, on the street. In coordination with the Dispatch Department, Road Supervisors monitor the safe pick-up, transport, and drop-off of riders. This task is performed through a combination of pre-scheduled ride-alongs with drivers, random ride-alongs, and visits to frequent trip-generator locations throughout a service area. Observations include an evaluation component that documents the performance of individual vehicle operators. Any and all adverse actions noted are reported to the Project Manager immediately.

Trip Manifest Review

As a routine part of our dispatch process, every trip manifest is reviewed and confirmed for reporting accuracy. During this process every manifest is reviewed for accuracy, productivity, and service performance. This process forms the basis for reporting service performance for each route we operate. Service performance reports are compiled and reviewed for tracking and monitoring daily, weekly, and monthly service performance. As part of our KPI process, local and senior management use this data to perform trend analysis and make ongoing service adjustments to improve service to our riders.

Dispatch Log Review

In a process similar to the manifest review, our service performance is monitored by local and senior management through review and documentation of the daily dispatch logs. In addition to recording routine service activity such as vehicle operator start times, employee schedule adherence, attendance, and other routine service data, the dispatch log records service events and significant occurrences that happen during the service day. After completion by the window and service dispatchers at the conclusion of each service day, the dispatch logs are reviewed the following morning by the Operations Manager. Significant events and a complete summary are reported to the Project Manager on a daily basis. These reports provide the critical information for our staff to take immediate action to improve service.

Customer Care Program

We believe that first impressions are paramount. When a customer rides in a Lennox and Athens Shuttle vehicle, this experience may very well be their first impression of our company, or of the County. Therefore we take customer service very seriously, and have procedures in place to ensure the positive experience of our riders.

Customer Comment Resolution

We pride ourselves on our exemplary record of quality customer service and continue to focus on this aspect of our business. All customer complaints will be promptly investigated and followed-up on by your Project Manager. Each complaint is entered into our Customer Feedback database to permit monitoring of customer comments, and to detect any trends in customer comments related to overall service or a particular driver. Our policy is for all complaints to be investigated and a preliminary response communicated to the individual making the complaint within 24 hours. This also includes response to County staff as well. The investigation and follow-up will result in resolving the customer's complaint, and hopefully, continued use of our bus service.

Customer Feedback Options

Our policy is to provide customers with as many opportunities and methods as possible to give us their feedback. Typical methods that will be used for the Lennox and Athens Shuttle services include:

- Customer comment cards onboard vehicles
- Customer comments via email
- Customer comments via website
- Social Media feedback (Twitter, Facebook, etc)
- On-board vehicle, in-person customer surveys
- Written customer feedback surveys
- Telephone customer feedback surveys
- Web-based customer feedback surveys

800-How's My Driving

With the approval of the County, Tectrans will apply a "How's My Driving" decal to every vehicle giving both the ridership and other drivers the opportunity to provide immediate feedback. All hotline calls will be received in our 24/7/365, bilingual, Los Angeles-based call center. Our Call Center staff and Supervisors will be responsible for effectively administering the hotline call procedures. Our team will remain focused on processing and responding to comments in a thorough, appropriate, and timely manner. Understanding that good customer service results from constructive feedback and resolution, our investigation process will remain objective and we will work hard at fostering a positive, goodwill approach with all involved parties. ***This value-added feature is provided at no cost to the County.***

Customer Service Recognition

A key element of our Customer Feedback Policy includes recognition of drivers and staff who provide superior customer service. We use a driver incentive program which recognizes those drivers with outstanding driving records, positive customer comments, and exemplary conduct. Every month, we select one or more vehicle operators based on merit, and present them with a Driver of the Month plaque and recognition rewarding their positive conduct.

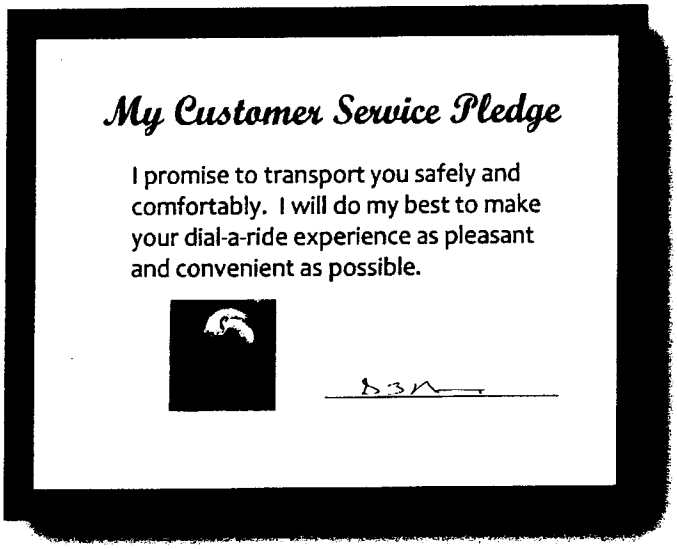
Additionally, each time a driver is complimented, they will receive a $10 bonus in the form of a gift card. Compliments include positive customer comments received through one of our formal customer feedback methods, verbal reports from supervisors or managers, positive comments from County staff, and drivers that are "caught" doing the right thing by our staff. This reward method is our way of improving morale and increasing motivation in all our staff to provide the best customer service we can to our customers.

Customer Service Pledge

Every Tectrans vehicle operator will post a large format (8 ½" by 11") employee identification photo in a prominent place in the vehicle. More than just an ID badge, this professional, high quality photograph will feature a smiling vehicle operator that will offer a positive welcome to all riders. Along with the photo, the vehicle operator's name and ID number will be prominently displayed for easy identification, and each driver will be responsible for ensuring their picture is displayed in the bus before they start their assigned shift.

Along with this important picture, each vehicle will also prominently display both the Tectrans toll-free customer service hotline telephone number, and our website contact information. This will ensure that riders have every opportunity to provide Tectrans and County staff with their feedback.

The third and final posting on the interior of every Lennox and Athens Shuttle vehicle is the Tectrans Customer Service Pledge. This pledge, signed by both the vehicle operator and our Project Manager, is displayed in every vehicle to affirm for both the rider and the operator, our company's commitment to providing the best possible customer service to every passenger.



7.B INSPECTION FUNDAMENTALS

Tectrans' Project Manager, Robin Pete will be responsible for the inspection system. Robin has more than 20 years of experience in the transit industry, with over 10 years as either Operations or Project Manager ensuring safe and compliant operations of all her assigned contracts. Copies of sample inspection checklists and forms have been included in the Appendix.

As a critical component of both our quality assurance and customer care programs, Tectrans places great importance on feedback from our riders. All customer complaints, no matter the type, receive top priority and a full investigation from our operations staff. Responses to customer comments are communicated with our clients in a timely manner and in compliance with any existing policies and procedures. All comments are tracked and recorded on an ongoing basis. Both the Operations Manager and Project Manager monitor comment trends in a continuous improvement effort to identify frequent or common occurrences, and take appropriate action to address the root cause of those incidents.

Customer Surveys

Tectrans uses written customer feedback surveys, comment cards onboard vehicles, email, and web-based feedback as typical methods to gather information regarding the driver's behavior, his or her driving, and the condition of the bus. This process is used by our Project Managers and our senior management team to routinely monitor driver performance and track our service delivery.

In addition, we conduct scientifically sound, random sample surveys of riders to gain additional insight on our shuttle service in general, and our customer service delivery in particular. One of our Tectrans family companies provides contracted call center and customer contact center services to private businesses. Located in Los Angeles, our customer contact center staff has the capability and experience to conduct truly random sample, telephone-based survey interviews of riders to gather scientifically valid results for use in the management and evaluation of our services. With annual comprehensive surveys developed in partnership with County staff, we can provide critical service information to improve the effectiveness and efficiency of the program. As an operating division of Tectrans, ***we offer this value-added service at no cost to the County.***

Mystery Rider Program

An additional customer service enhancement that Tectrans offers our local clients, and an integral part of our customer service program, is a "secret shopper" type program where community partner volunteers, along with our managers, supervisors, and customer service staff, will be trained to ride the Lennox and Athens Shuttle and report back to Tectrans management about their experiences.

Each month, a different Tectrans Mystery Rider will be tasked with spending several hours of their time riding the shuttles. These "anonymous" passengers will utilize an automated checklist using a company-issued PDA to document their findings to the Tectrans Project Manager, who will compile the findings and report quarterly to County operations staff and Tectrans management. Any deficiencies in the operator's performance will be immediately addressed by the management and supervisory team, and any accolades for "above and beyond" service will be recognized in the presence of other vehicle operators. Specific areas that will be observed and reported include:

- Safe operation of the vehicle
- Customer service
- Passenger assistance
- ADA compliance
- On Time Performance
- Vehicle cleanliness

Because Tectrans will provide this unique program without the need to seek outside resources, ***the Mystery Rider Program is included in our proposal at no cost to the County.***

Driver Record Inspections

As part of the regulatory compliance program, routine audits of driver records are performed on at least an annual basis by the Project Manager. To meet this requirement, a portion of driver records are audited and results reported each month, to ensure that all driver records are audited at least annually. Detailed results are communicated to both the Project Manager and corporate Director of Safety. Record reviews include a complete checklist of driver certification and training, including pull notice compliance, driver's license, medical card, current certificates, annual refresher training compliance, and all other required compliance issues.

Monthly, weekly, and daily management reports will be prepared, reviewed and submitted by your Project Manager, Robin Pete. Each report will be reviewed to ensure completeness, accuracy, ease of data collection and, if possible, will be submitted electronically. Reporting will include basic standard reports currently in use by the County today as well as any additional reports that Tectrans and County staff determine are necessary to enhance the transportation services.

Maintenance Quality Control Inspections

Tectrans uses a management re-inspection program to ensure the quality of our PMI program and provide training and education opportunities for our maintenance staff. At each Tectrans terminal, the local Maintenance Manager re-inspects ten percent of all the PMI inspections conducted at the facility, with care taken to re-inspect PMIs performed by each technician on staff every month. The re-inspection process includes review of all work orders, paperwork and vehicle file, followed by a complete re-performance of the PMI to include verification of all PMI inspection check list items, and evaluation of all repairs performed on the vehicle during the PMI. Any deficiencies found during the re-inspection are immediately corrected and the Maintenance Manager takes corrective action with technicians through re-training and other means to ensure future PMIs meet Tectrans' exacting standards.

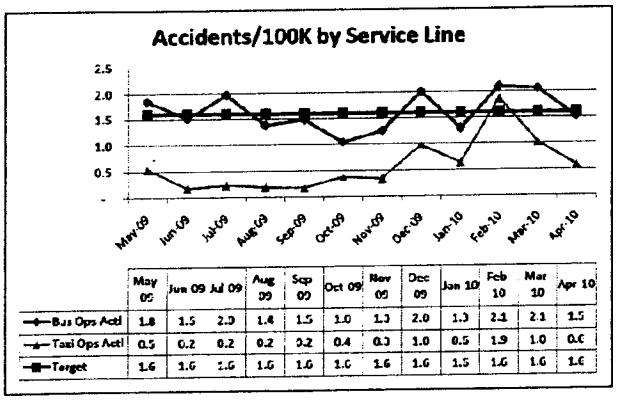
7.C QUALITY CONTROL DOCUMENTATION, REVIEW, AND REPORTING

Daily Incident Reports, Monthly Incident Reports, Overall Safety Compliance Reports, and other operational measurement reports will be developed and customized in keeping with accepted transit industry standards and County requests. All reported incidents which are of an emergency nature or considered a media-worthy event, shall receive elevated attention and response from our staff. These incidents will be pre-defined and recognized for immediate notification via an emergency distribution list, with specific responsibilities for follow-up and communication, to ensure the correct action is taken during the critical moments of such an event, and to ensure that all parties understand the nature of the event and response.

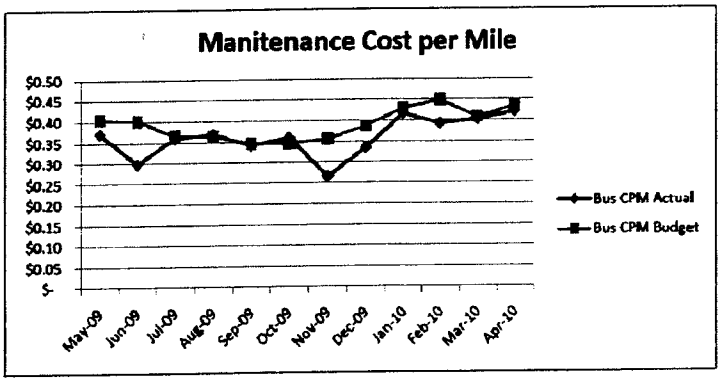
KEY PERFORMANCE INDICATOR (KPI) TRACKING

Tectrans maintains a standard Policy and Procedure for all of our transportation operations that includes collection and reporting of standard operating statistics. These reports are used for our internal reporting and service monitoring tracking of Key Performance Indicators (KPIs), and these reports are provided to our customers as a direct report and back-up documentation for the customer invoice. These Microsoft Excel-based reports contain the KPI standards our management and staff use to track performance, and are customized for each contacted service to reflect the needs of the particular customer, service type, geographic area, or ridership needs.

A representative sample of our Microsoft Excel-based reporting package is provided on the following page.



	May 09	Jun 09	Jul 09	Aug 09	Sep 09	Oct 09	Nov 09	Dec 09	Jan 10	Feb 10	Mar 10	Apr 10
Bus Ops Actl	1.8	1.5	2.0	1.4	1.5	1.0	1.3	2.0	1.3	2.1	2.1	1.5
Taxi Ops Actl	0.5	0.2	0.2	0.2	0.2	0.4	0.3	1.0	0.5	1.9	1.0	0.0
Target	1.6	1.6	1.6	1.6	1.6	1.6	1.6	1.6	1.6	1.6	1.6	1.6



FARE COLLECTION AND ACCOUNTING

Our team understands that all fares collected are County property. Our drivers will comply with and complete the daily tasks of collecting fares and recording them accurately. Trainees are familiarized with the correct handling of fares, such as how to use fareboxes, whether assistance in handling currency is appropriate, and explanation of accounting for the number of passengers for reconciliation purpose. Training will also include identification and recording of all passengers, fare types, transfer and fare media for proper accounting and reconciliation of fares to passenger counts.

Tectrans has a comprehensive plan for the collection and reconciliation of fares for the Lennox and Athens Shuttle Services which meet the expectations of County staff including transit and acceptable common accounting practices. Furthermore, our fare reconciliation plan meets the requirements of FTA audit standards. As an additional value to the County, Tectrans can review and provide recommendations to the County for improving tickets sales, passes and other suggestions to help improve ensure revenue generation for the County and ease of purchase for the passenger.

To ensure the fare collection and reconciliations are completed precisely, the following basic processes will be used, regardless of the type of fare media:

- The operator is instructed to collect a fare from each passenger and verify the passenger places the correct fare into the fixed route farebox, which is a part of each fixed-route vehicle.
- If a passenger does not have the fare, the operator calls the dispatcher for instructions and/or follows the procedures that are currently in place.
- The operator collects the ticket or passes and punches it to render it void for future use.
- Dispatch is to be notified immediately of any farebox defect that might inhibit the proper collection of fares.
- At least two individuals will be present to handle fare and cash reconciliations daily within a secure setting at the administrative offices. Daily fares collected will match the total ridership per route and any discrepancies will be reviewed, investigated and reported to the Project Manager immediately upon determination.
- A nightly and or daily deposit shall be made into the designated financial institution; the deposit slip and collection report is given to the Project Manager.
- Monthly reports will be complied and submitted to the County.

Using a controlled process of recording all passengers carried as well as all fares collected, Tectrans will reconcile and retain all fares collected through routine standard operating procedures, and deduct all fares collected from our service invoice. Fares collected will be reconciled daily and reported accurately by day and route on the monthly service reports to the County. With 100% reporting and active management, we will ensure both a cost-effective and accurate farebox recovery procedure for the benefit of both Tectrans and the County. Each fare will be collected as per the County's fare policy, and reconciled daily for armored car pickup, delivery and deposit to Tectrans bank accounts with proper credit to the County on each monthly service invoice.

NTD REPORTING

The ability to measure operating proficiency requires information from many different sources. How that information is processed, analyzed, and acted upon is of critical importance in being able to provide safe, efficient, reliable transit service and in providing information for report generation, NTD reporting and performance evaluations.

Management information is the function that provides management with the necessary information to plan, operate, and administer the transit organization. Specific management reporting activities include:

- Incorporating, in the management information system, the capability to collect data on performance and measure progress toward established goals;
- Accumulating data from various sources;
- Processing data for presentation in reports;
- Preparing reports which show planned results and actual accomplishments;
- Distributing reports to responsible individuals; and
- Obtaining feedback for explanation of variances and actions taken

Tectrans believes that well designed management reports are an essential component of both internal and external communication in a transit system. As such, Tectrans utilizes a group of reports that meet these communication objectives for the County. Each type of report is presented below along with the required parameters: data to be compiled, method of data manipulation and compilation, and reports/report frequency.

Customer Information	
Data:	Telephone comments, [illegible], commendations and requests
Method:	Database organization with electronic tracking
Reports:	Monthly [illegible] comments, ADA comments, equipment comments, new/expanded service [illegible] information (name, address, telephone number, [illegible]) [illegible] comments on a customer comment [illegible]

Quarterly Passenger Counts	
Data:	[illegible] for fixed and demand response
Method:	Manual compilation from operator manifests
Reports:	[illegible]

FTA National Transit Database	
Data:	[illegible]
Method:	Random selection of vehicle method using Form C.2710.2A
Reports:	[illegible]

Tectrans successfully compiles this information regularly for transit systems and will do so for the County's responsibility for reporting to the FTA. Daily statistics and financial data will be maintained in our computerized operating systems to ensure that demand-response financial and operating statistics will be segregated to ensure an accurate reflection of Section 5307 eligible reimbursable items and expenses, including:

- F-30 Operating Expenses - Electronic
- A-30 Revenue Vehicle Inventory – Electronic
- S-10 Service non-Rail for Passenger Mile calculations – Electronic
- R-20 Maintenance Performance – Electronic and KPI driven

Transportation, Dispatch and Supervision Records	
[illegible]	[illegible]
Method:	Computerized Reservations and Scheduling
[illegible]	[illegible]

Multiple records will be generated throughout the service day, which will help control and improve the delivery of service. The primary categories include dispatch log, radio record and service control information, supervisory reports of service and operator performance, conditions, accidents/incidents, discipline and commendations, and payroll exceptions. This information is summarized by the Supervisor/Dispatcher, who incorporates it into their respective Daily Operations Reports (DOR) for management and staff review daily. Hard copies of original data items are retained.

Safety and Training Record	
Data:	[illegible]
Method:	Windows-based PC Software
Reports:	[illegible]

Most of this information will be retained in operator/employee permanent hard copy records that are managed by the management staff. Accident files will be maintained within the Safety Department.

8. SUBCONTRACTOR PARTICIPATION

As fulfillment of our Core Value: Responsibility, Tectrans is committed to the inclusion of disadvantaged business enterprises (DBE) in our supplier and vendor base. This inclusion helps Tectrans stay "involved in the communities we serve" and "enhance the neighborhoods in which we live." Because this commitment is part of our standard business practices, we can readily assist the County in meeting its commitment to the development and utilization of DBE suppliers.

While Tectrans does not propose subcontracting portions of the Lennox and Athens Shuttle Services, should subcontracting become necessary throughout the term of this contract, Tectrans will make every effort to use DBE firms in the performance of subcontracted service. Tectrans will document and record our efforts to obtain qualified DBE subcontractors and our utilization of DBE subcontractors. Tectrans will report the extent of our DBE participation annually or more often as required by the County.

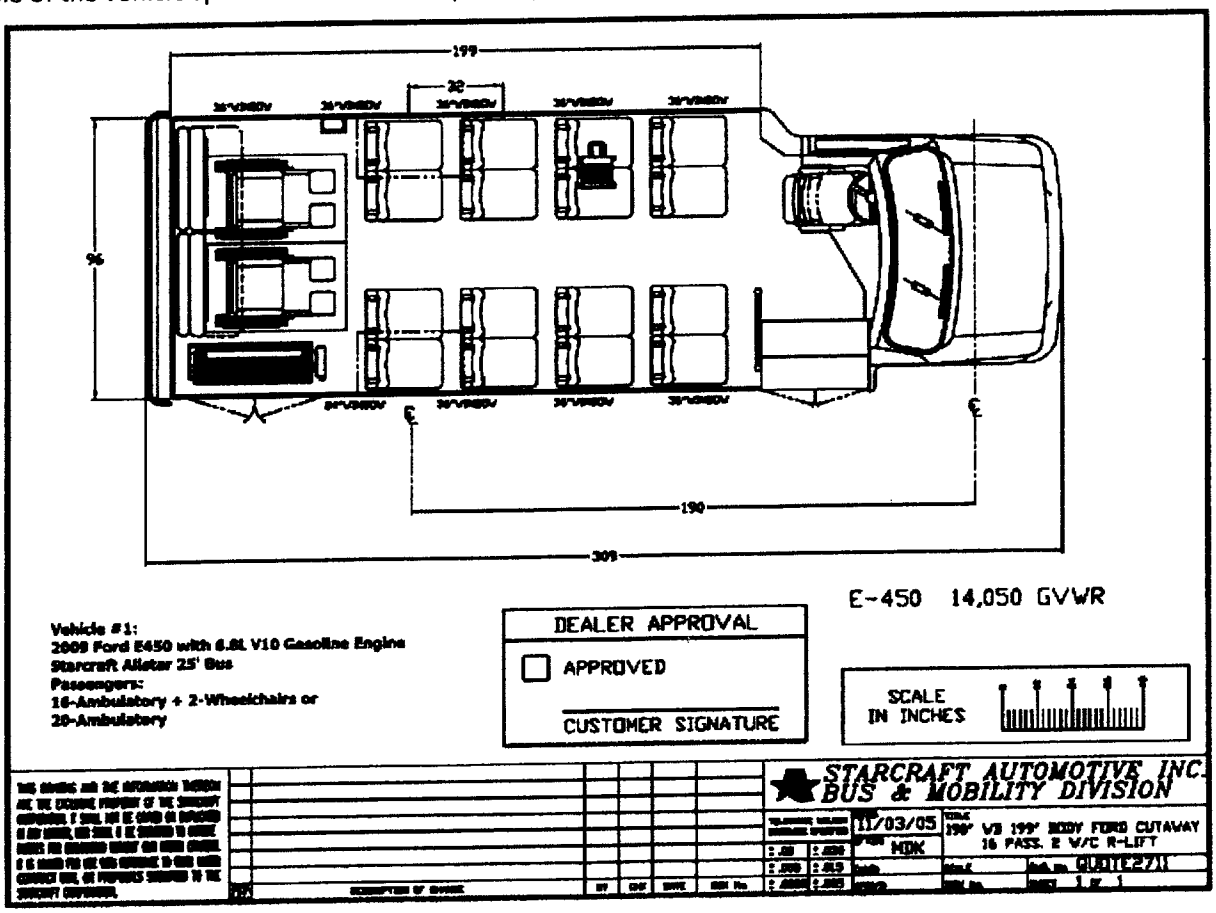
TECTRANS DBE POLICY

Tectrans is committed to increasing the number of disadvantaged, minority, small, and woman-owned business enterprises (collectively referred to as DBEs) providing subcontracted services to our company. We will take all reasonable steps to ensure that qualified DBEs have an equal opportunity to do business with our company. Standard practices to implement our DBE subcontracting policy include:

- Identify specific work items for subcontracted DBE participation
- Advertise specific subcontracted work items in one or more daily or weekly newspapers, trade association publications, minority or trade oriented publications, trade journals, or other media
- Ensure advertisements do not exclude or limit the number of potential DBE respondents
- Request assistance from organizations that provide recruitment and placement of DBEs
- Obtain lists of qualified DBEs through government placement, certification, or other DBE sources
- Contact DBEs directly through mail, email, internet and telephone to advertise subcontracted work items
- Maintain logs of all DBE contacts, including detailed status reports
- Negotiate in good faith with all interested DBEs
- Document all DBE proposals, bids and estimates received
- Document all DBE participation in subcontracted work

9. Equipment/Spare Service Vehicle

Tectrans will operate the service using vehicles that exceed the minimum requirements as outlined in the RFP. The vehicles provided are part of our current vehicle fleet and are described in detail on the required forms. The proposed vehicle is a 25-foot shuttle bus equipped with seating for 20 passengers, while also providing accessibility for wheelchair seating. These late model lift-equipped shuttle vehicles are available in our current vehicle fleet, and we have identified and assigned specific vehicles for dedicated use specifically for this shuttle project. These vehicles will be equipped with County signage and be easily identifiable to shuttle riders as the Lennox and Athens shuttle. As a uniform vehicle specification, we will be able to quickly and easily respond to vehicle and service emergencies with a replacement vehicle as needed without impact to the shuttle operations, and exceed all specifications of the RFP. An example of the vehicle specification and floor plan is provided below.



10. Financial Resources

Tectrans, Inc. is a financially sound, well managed and growth-oriented company. Tectrans has positioned itself for future growth and sustained health by assembling an industry leading management team and joining with well respected equity and senior lending partners capable of providing all needed capital funding, even in today's challenging economic environment.

Tectrans' accrual basis financial statements are prepared in accordance with GAAP with annual financial audits and tax return filings conducted by the regional accounting firm of Windes & McClaughry Accountancy Corporation (www.windes.com). Windes and McClaughry is based in Long Beach, California and has been providing benefits administration, financial audit, and tax services to California businesses since 1926. They have represented Tectrans since the formation of the Company. Audited revenues have increased from $28.2 million in Fiscal Year 2007 to $67.9 million for our recently completed Fiscal Year 2010. Tectrans annualized 2011 revenue run rate is $102 million based on recently awarded contract procurements. A copy of the previous years' certified audited financial statements are included for your review in separate sealed envelope. Financial statements have been marked confidential and are not for public release.

Tectrans is well capitalized and has positioned itself for sustained growth over the next five to ten years by selecting best in class capital and lending partners. Tectrans' management team owns a sizeable percentage of the Company's equity share, with material capital contributions provided by Huron Capital Partners (www.huroncapital.com), Roynat Business Capital (www.roynat.com), and Thrivent Financial (https://www.thrivent.com/aboutus/whoweare/factsfinancials/financial_ratings.html). Our management team's extensive experience, coupled with the long term commitment of our three equity stakeholders, has allowed us to deliver high quality service at competitive pricing and sustained operating cash margins well above industry averages. We have combined the equity interests of the management team and our external capital provides with a full service credit facility provided through our senior lending partner, Fifth Third Bank (http://phx.corporate-ir.net/phoenix.zhtml?c=72735&p=irol-IRHome). Fifth Third provides a one-stop financing solution to the Company by providing both term loans and an asset based revolver. Tectrans management has recently secured a commitment from our senior lender to increase our revolving credit line availability by over 50%. This increased borrowing base will provide significant funding reserves to address any capital expenditure and working capital requirements of the Lennox and Athens Shuttle Services contract over the life of the service agreement.

Additionally, the Tectrans maintains a performance bond surety line of $15 million with Ace-USA Surety (http://gps.acegroup.com/Surety.html) . Ace is an A+15 rated surety provider and maintains a transportation industry specialization. Tectrans also utilizes Aon (http://www.aon.com/about-aon/about-aon.jsp) as its sole broker for all surety and corporate insurance programs.

Letters describing the good status of our relationship with a few of the above mentioned financial institutions, all signed by authorized officers, have been included following this page.

A copy of our audited certified financial statements (including balance sheet and income statements) for the last three (3) years has been included in a separate sealed envelope.

HURON
CAPITAL PARTNERS

April 25, 2011

PERSONAL & CONFIDENTIAL

County of Los Angeles Department of Public Works
900 South Fremont Avenue
Alhambra, California 91803

To Whom It May Concern:

We would like to make an introduction to Huron Capital and describe our working relationship with Tectrans. Huron is a Detroit-based private equity firm focused exclusively on making investments in private companies. The key to our strategy is to partner with highly motivated, proven management teams with a clear strategy to build businesses, and ensure they have the operational and financial resources to achieve that strategy.

Huron has partnered with Tectrans' management team with the strategic focus of creating a leading paratransit and fixed-route transportation service provider. Tectrans has grown significantly during the last five years of our investment, adding new capabilities, new contracts, and additional management depth. Huron has supported the growth of Tectrans through the provision of additional financial and operational resources. This has included funding for both organic and acquisition-driven growth opportunities. We have specifically set aside additional capital from our $185 million committed equity fund to support growth initiatives of our portfolio companies such as Tectrans.

By way of additional background, Huron's committed capital base of over $600 million is provided by a diversified mix of financial institutions, wealthy families and operating executives, including Alpinvest, Hartford Insurance, Dow Chemical, DuPont Chemical, Vlasic Investments, and many others. Since its founding in 1999, Huron has acquired or invested in 48 companies with aggregate revenues approaching $1 billion. Investments have been made in the USA and Canada through three private equity funds, and we currently have offices in Detroit, Pittsburgh and Toronto.

If we can provide additional detail regarding our support of Tectrans or further clarity regarding any of the above points, please do not hesitate to contact us.

With best regards,

HURON CAPITAL PARTNERS LLC

John Higgins
Partner
(313) 962-5804

James S. Mahoney
Vice President
(313) 962-5809

FIFTH THIRD BANK

April 25, 2011

County of Los Angeles Department of Public Works

900 South Fremont Avenue

Alhambra, CA 91803

To Whom It May Concern:

Tectrans, Inc has been a customer of Fifth Third Bank for over two years. Tectrans, Inc has a mid eight figure credit facility from the bank including a low eight figure working capital line of credit. The working capital line of credit maintains availability in the low to mid seven figure range. Tectrans also maintains deposit accounts with the bank. All accounts and payments have been handled as agreed, and the Company is in compliance with all financial covenants.

Sincerely,

James Conklin

Assistant Vice President

Fifth Third Bank

1000 Town Center, Suite 1400

Southfield, MI 48075

11. LICENSES AND CERTIFICATIONS

Form PW-20 and copies of all relevant licenses and certificates can be found on the following pages.

LENNOX AND ATHENS SHUTTLE SERVICES (2011-PA005)

PROPOSER'S COMPLIANCE WITH THE CERTIFICATION/LICENSING REQUIREMENTS OF THE RFP

PROPOSER MUST CHECK A BOX IN EVERY SECTION AND SUBMIT NAMES OF CERTIFIED/LICENSED PERSONNEL

At the time of proposal submission, Proposer must meet the following Certification/Licensing requirements:

1. Proposer 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 Proposer must submit an affirmative statement that all of Proposer'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. Proposer does meet the license/certification requirement stated above. In addition to responding on 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.

Employees with ASE Certifications		
Employee Name	**Types of Certification (List multiple, if applicable)**	**Directly Employed by the Contractor (Yes or No)**
Michael McLaughlin	ASE H-4 Brakes	Yes

☐ Proposer does not currently employ personnel that meet the requirement, however, Proposer'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.

Complete the chart below. List all mechanic staff assigned to this Contract.

Mechanics Assigned to this Contract	
Employee Name	**Types of Certification (List multiple, if applicable)**

☐ No. Proposer's mechanic staff assigned to this Contract does not meet the certification/licensing requirement stated above and the request to affirmative statement will not be provided. **If you check this box, your proposal will be immediately disqualified as non-responsive.**

2. Proposer shall submit a copy of a MACS certification or the equivalent ASE vehicle air conditioning system certification in the medium/Heavy Duty Truck, School Bus, or Transit Test Series for at least one member of their maintenance personnel identified.

☒ Yes. Proposer does meet the license/certification requirement stated above. (In addition to responding on this form, please provide the name of mechanic staff assigned to this Contract and indicate type of certification they possess, i.e. MACS or equivalent.)

Employee Name	Type of Certification
Moses Garcia	MACS CFC-12

☐ No. Proposer's mechanic staff does not meet the certification/licensing requirement stated above. **If you check this box, your proposal will be immediately disqualified as non-responsive.**

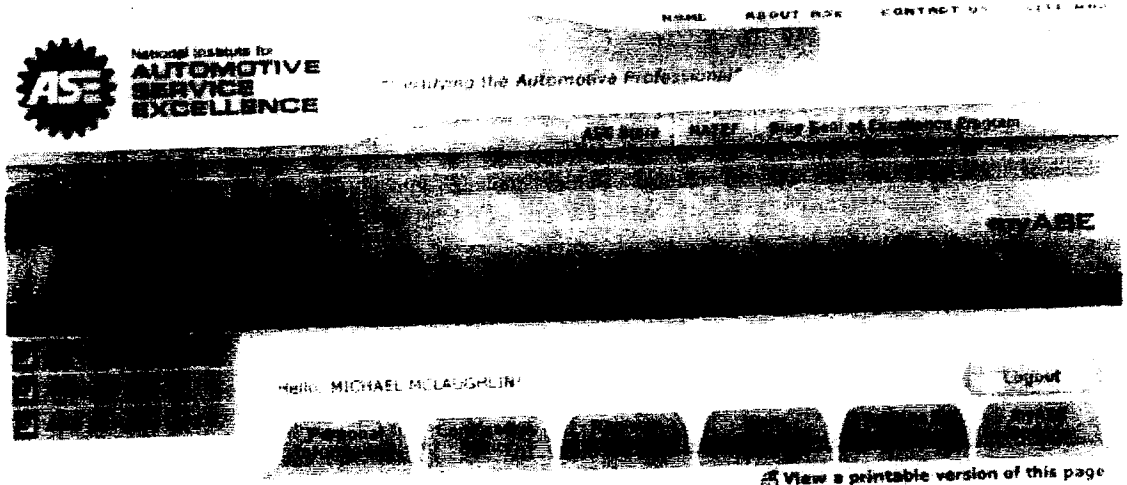
I declare under penalty of perjury that the above information is true and accurate.

Proposer's Name: Diversified Transportation, LLC dba Tectrans	
Address: 6053 W Century Blvd, 9th Floor Los Angeles, CA 90045	
Authorized representative: Dwight Brashear, Executive Vice President, Business Development	
Signature: Dwight Brashear	Date: 04/26/2011

National Institute for AUTOMOTIVE SERVICE EXCELLENCE

"Certifying the Automotive Professional"

myASE



Hello, MICHAEL MCLAUGHLIN!

Logout

View a printable version of this page

To become ASE certified, you must pass an ASE test and have at least two years of full time, hands on **work experience**. If a passed test is current under test history and not listed under certifications, please update your work experience.

Your Certifications

Certifications lists all tests you have passed with work experience on file.

Type	Expiration Date
H4 Brakes	12/31/2015
H8 Transit Bus PMI	12/31/2015

Your Current Registrations

Current registration indicates tests signed up for in the upcoming test period

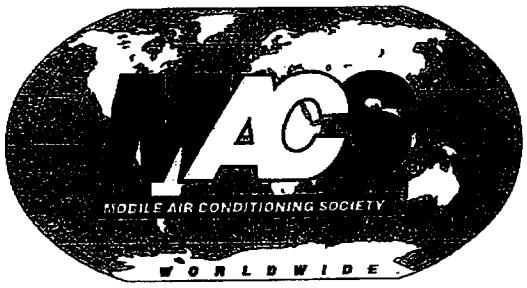
Type	Test Date	Test Center

Your Test History

Test history shows which tests you have registered for in the past. History for tests taken before 1990 is condensed.

Type	Test Date	Status
H4 Brakes	05/11/2010	No Show
H4 Brakes	11/18/2010	Pass
H8 Transit Bus PMI	05/13/2010	No Show
H8 Transit Bus PMI	11/16/2010	Pass

Copyright © 2010 by the Automotive Service Excellence (ASE) Blue Seal Program ... Tel (703) 683-6600 Toll-Free Information Line 1-888-ASE-TEST

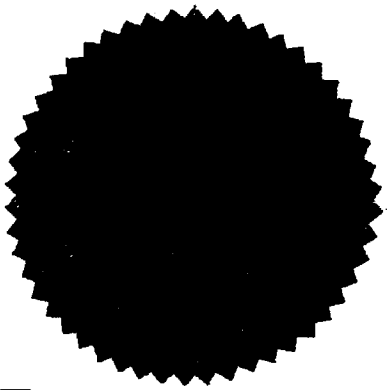


6/12/2009 4023502

Moses Garcia

Diversified Transportation

has successfully completed training in CFC-12 refrigerant recycling and service procedures offered by the Mobile Air Conditioning Society Worldwide, as required by Section 609 of the Clean Air Act.



Elvis Hoffpauir, President

OFFICERS

Michael Deese
Past Chairman

Andrew Fiffick
Chairman

Gus Swensen
Vice-Chairman

Peter Coll
Treasurer

David Jack
Secretary

DIRECTORS

Jim Atkinson

Luis Chinea

Michael Dawson

Reno Farrugia

Phil Jones

Randy Rankin

Danny Spitznagel

ve Sunday

6/12/2009

Dear Moses Garcia:

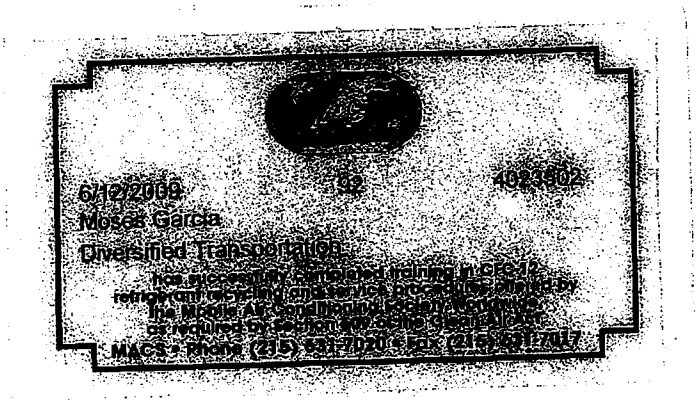
MACS-EIF has advised MACS that a passing score of 92 % was achieved on the test you submitted for MACS Worldwide Refrigerant Recycling & Service Procedures Certification.

Enclosed is a certificate and a laminated, wallet-size card acknowledging your successful participation in this program.

PLEASE NOTE: MACS Worldwide certification does not provide you with MACS Worldwide membership benefits. Join today! You are entitled to a special electronic membership by using the enclosed application form.

Sincerely,

Elvis Hoffpauir
President
Mobile Air Conditioning Society Worldwide



The Mobile Air Conditioning Society is a non-profit 501 (c) (6) organization dedicated to providing education and communication for the industry.

CHAIRMAN & CHIEF EXECUTIVE OFFICER
Andrew Fiffick
Phone: (215) 631-7020

PRESIDENT & CHIEF OPERATING OFFICER
Elvis Hoffpauir
elvis@macsw.org

MACS Worldwide Headquarters
P.O. Box 88
Lansdale, PA 19446
Phone: (215) 631-7020
Fax: (215) 631-7017

MACS WORLDWIDE ON THE WORLD WIDE WEB
www.macsw.org

E-MAIL
info@macsw.org

WE SUPPORT VOLUNTARY TECHNICIAN CERTIFICATION

DRIVER RECORD INFORMATION

STATE OF CALIFORNIA DMV DEPARTMENT OF MOTOR VEHICLES
A PUBLIC SERVICE AGENCY

IDENTIFICATION OF DRIVER BASED ON INFORMATION SUBMITTED

DRIVERS LICENSE OR ID CARD #	F.O. BATES NO.	TYPE APP.	DATE	MISC. INFO. SUBMITTED BY REQUESTER	REQ. CODE	RECORD DATE
N0695477				12 MO. DRIVER REC.	AD946	030411

00279 MILES, ONEAL

BIRTHDATE	SEX	HEIGHT	WEIGHT	EYES	HAIR
[redacted]	M	[redacted]	[redacted]	BROWN	BLACK

DMV USE ONLY
CL 12M 03/04 BLK PUL
VOL REQ

3-18-11 Pete

DRIVER LICENSE INFORMATION

CLASS	ISSUED	EXPIRES	EXT.	RESTRICTIONS	DUP. LIC. ISSUED	LIC. HELD	
B COMML	092099	092314	RB2	48			2233

ITEM	VIOLATION OR ACC. DATE	CONVICTION DATE	SECTION(S) VIOLATED LOCATION OR ACCIDENT OR OUT-OF-STATE VIOLATION(S)	STATUTE	COURT DISPOSITION TYPE	COURT DISPOSITION JAIL OR CYA	COURT DISPOSITION AMT.	DOCKET, CITATION OR FR FILE NUMBER	LOCATION OF COURT OR ACCIDENT REPORT NUMBER	VEHICLE LICENSE
NONE	TO REPORT									

ANY ACCIDENTS SHOWN ABOVE DO NOT NECESSARILY INDICATE DRIVER RESPONSIBILITY

MISC

MEDICAL EXPIRES 04-12-12
PASSENGER TRANSPORTATION ENDORSEMENT
VEH DEV DISABLD PERS CERT EXP 09/23/14
REST 48- LIMITED TO VEHICLES WITHOUT AIR BRAKES
WHEN DRIVING COMMERCIALLY.

DIVERSIFIED TRANSPORTATION LLC
ROBIN PETE
601 GOLDEN AVE
LONG BEACH CA 90802

SEE REVERSE FOR EXPLANATION OF CODES

DEPARTMENT ACTION	MAIL ORDER DATE	EFFECTIVE DATE	AUTHORITY SECTION(S) OR OTHER STATE TAKING ACTION	THRU DATE OR TERM	REASON FOR ACTION	SERVICE OF ORDER TYPE	SERVICE OF ORDER DATE	FR FILE NUMBER
NONE TO REPORT								

DL414 (REV 04/97)

480-08 file

CALIFORNIA DEPARTMENT OF MOTOR VEHICLES
CUSTOMER RECEIPT COPY
DRIVER LICENSE/IDENTIFICATION CARD
INFORMATION REQUEST
04/10/08

DAD99933507H6N0695477
DATE:04-10-08 TIME:12:43*
DL/NO:N0695477*B/D:09-23-1944 NAME:MILES ONEAL*
ADDR AS OF 04-01-05:[redacted]
OTH/ADDR AS OF 09-20[redacted]

PULL NOTICE:
COND:35 RSN:04 INFO:2 PURGE:99-99 CD:99 TO:K6241 *

P&M CODE:NONE*

REVIEW DT:
11-04-09 RSN:32 TO:0000*

COMMENT:
NO:MM PURGE:03-12 61903279221874 SAN FRANCISCO AVE APT A LONG
BEACH CA9080600006190327928950O1 *
NO:MM PURGE:06-12 60806199221874 SAN FRANCISCO A LONG
BEACH CA90806 619060592375035 *
NO:MU PURGE:09-15 23509239561520 W 99TH ST LOS

ANGELES CA90047 *
NO:01 PURGE:10-09 L/S CLR VDDP CERT ISSD 121307 CHP/590 EXP 09 MLD
010308 DPM/CDL*

ARREST REPORT SUBRECORD: NONE*

CDL SUBRECORD ON FILE

STATUS:
LIC/ISS:09-20-99 LIC/MLD:08-31-04 EXP:09-23-09 RBM1*
RESTR:LIMITED TO VEHICLES WITHOUT AIR BRAKES WHEN DRIVING COMMERCIALLY*
CLASS:B COMMERCIAL*ENDORSEMENTS:PASSENGER TRANS*
MEDICAL EXPIRES:02-02-10*
PREV LIC:CL C NON-COMML EXP/BD:04*CERT:VEH DEV DISABLED PERSONS
CERT*
LATEST APP:HEADQUARTERS RBM/RBI*ISS/DATE:08-16-04 OFF:RBM*BATES:POL*
PHOTO DATE:09-20-99 OFC:LGB*
PHOTO INFO:
:A- DL PHOTO ON VENDOR FILE*
LEGAL HISTORY:NONE*

ABSTRACTS:NONE*
FTP:NONE*
FTA:NONE*
ACCIDENTS:NONE*

* * * END * * *

A Public Service Agency

COMMERCIAL EMPLOYER PULL NOTICE ENROLLMENT OR DELETION OF DRIVERS

Department of Motor Vehicles
Information Services Branch
Employer Pull Notice—H265
P.O. Box 944231
Sacramento, CA 94244-2310

CHECK ONLY *ONE* PROCESS PER FORM
☑ ENROLL *OR* ☐ DELETE

Please type or print in ink

EMPLOYER	REQUESTER CODE	DATE
Diversified Paratransit Inc.	B0215	04/14/2008
CURRENT ADDRESS	TELEPHONE	
1400 E. Mission Blvd.	(909)622-1316 Ext. 3922	
CITY / STATE / ZIP CODE	CONTACT PERSON'S NAME AND TITLE (FIRST, MI, LAST)	
Pomona CA 91766	Todd Baker	

CLASS LICENSE

A - Class A
B - Class B
B/P - Class B with passengers (Charter-Party)
C/H - Class C with Hazardous Materials Endorsement
C/S - Class C with Special Certificates
C/P - Class C with PUC permit issued

	CALIFORNIA DRIVER LICENSE OR TEMPORARY "X" NUMBER	DRIVER'S LAST NAME ONLY	CLASS LICENSE	"REMARKS" FOR YOUR USE (LIMIT TO 21 SPACES)
1)	N0695477	Miles	B/P	
2)	[redacted]	[redacted]	[redacted]	
3)				
4)				
5)				
6)				
7)				
8)				
9)				
10)				
11)				
12)				
13)				
14)				
15)				

1 **TOTAL DRIVERS ADDED** (A $5 ENROLLMENT FEE FOR EACH DRIVER WILL BE BILLED TO YOUR ABIS ACCOUNT)

_____ **TOTAL DRIVERS DELETED** (NO FEE)

FOR ENROLLMENT ONLY:

*I certify under penalty of perjury, under the laws of the State of California, that driver(s) listed above are (1) mandated for enrollment under California Vehicle Code §1808.1. OR (2) have signed an "Authorization for Release of driver Record Information" form (INF 1101) or internal document with similar language **AND** are currently in an employer/employee relationship **AND** frequently drive during the course of their employment.*

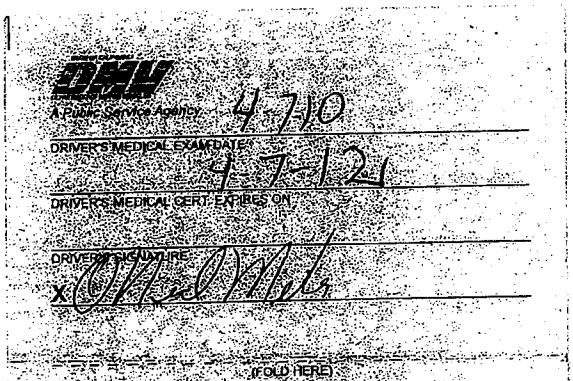
Executed at Long Beach (CITY), Los Angeles (COUNTY), CA (STATE)

Date 04/14/2008 Signature X [signature]

Printed name and title Robin Pete Manager

To obtain additional forms and information please visit our website at: http://www.dmv.ca.gov/otherservice/epn

INF 1100 (REV. 12/2003) WWW



NOTE: Driver must keep this card in his or her possession at all times while driving. This card is valid only if there is a current medical examination report on file with DMV. This card cannot be submitted to DMV in lieu of a Medical Examination Report (DL 51).

DMV
Public Service Agency

O51

MEDICAL EXAMINATION REPORT
FOR COMMERCIAL DRIVER FITNESS DETERMINATION

1. DRIVER INFORMATION Driver completes this section. PRINT IN CAPITAL LETTERS - USING BLACK OR DARK BLUE INK.

LAST NAME	FIRST	DRIVER LICENSE NUMBER
Miles	Oneal	N 0695477

ADDRESS	CITY	STATE	ZIP	WORK TELEPHONE NUMBER	HOME TELEPHONE NUMBER
				( )	( )

SOCIAL SECURITY NUMBER	LICENSE CLASS	STATE OF ISSUE			
[redacted]	☐ A ☒ B ☐ C	CA	☐ New certification ☒ Recertification ☐ Follow up		
BIRTHDATE	**AGE**	**SEX**	**EYES**	**HAIR**	
[redacted]	[redacted]	☒ M ☐ F	Brown	Black	

CHECK ONE OF THE BOXES BELOW

☐ I am ***NOT*** submitting this medical examination report to obtain a certificate to operate a School Bus, School Pupil Activity Bus, Youth Bus, General Public Paratransit Vehicle, or Farm Labor Vehicle.

☒ ***I AM*** submitting this medical examination report to apply for or retain a certificate to operate a School Bus, School Pupil Activity Bus, Youth Bus, General Public Paratransit Vehicle, or Farm Labor Vehicle.

PLEASE READ THE FOLLOWING INFORMATION

If you indicated you have submitted this medical examination report for one or more of the certificates listed above, your medical examination ***MUST*** be performed by a Physician's Assistant, Advanced Practice Registered Nurse, Doctor of Medicine (MD), or Doctor of Osteopathy (DO). Your medical examination report and medical certificate ***MUST*** be signed by the physician who performed the examination. If your medical examination report does not indicate your medical examination was performed and signed by an MD, DO, Physician's Assistant, or Advanced Practice Registered Nurse, DMV will not process your certificate application or accept your medical examination report, and your medical examination report will be returned to you.

HEALTH HISTORY Driver completes this section, but medical examiner is encouraged to discuss with driver.

Yes	No	
☐	☒	Any illness or injury in last 5 years
☐	☒	Head/Brain injuries, disorders or illnesses
☐	☒	Seizures, epilepsy ☐ medication _____
☐	☒	Eye disorders or impaired vision (except corrective lenses)
☐	☒	Ear disorders, loss of hearing or balance
☐	☒	Heart disease or heart attack, other cardiovascular condition ☐ medication _____
☐	☒	Heart surgery (valve replacement/ bypass, angioplasty, pacemaker)
☐	☐	High blood pressure ☒ medication [redacted]
☐	☐	Muscular disease
☐	☒	Shortness of breath
☐	☒	Lung disease, emphysema, asthma, chronic bronchitis
☐	☒	Kidney disease, dialysis
☐	☒	Liver disease
☐	☒	Digestive problems
☐	☒	Diabetes or elevated blood sugar controlled by: ☐ diet ☐ pills ☐ insulin
☐	☒	Nervous or psychiatric disorders, e.g., severe depression ☐ medication _____
☐	☒	Loss of, or altered consciousness
☐	☒	Fainting, dizziness
☐	☒	Sleep disorders, pauses in breathing while asleep, daytime sleepiness, loud snoring
☐	☒	Stroke or paralysis
☐	☒	Missing or impaired hand, arm, foot, leg, finger, toe
☐	☒	Spinal injury or disease
☐	☒	Chronic low back pain
☐	☒	Regular, frequent alcohol use
☐	☒	Narcotic or habit forming drug use

For any YES answer, indicate onset date, diagnosis, treating physician's name and address, and any current limitation. List all medications (including over-the-counter medications) used regularly or recently. (Attach additional sheet, if needed).

[redacted]

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct. I understand that inaccurate, false or missing information may invalidate the examination and my Medical Examiner's Certification.

DRIVER'S SIGNATURE [signature] DATE 4-7-10

PHYSICIAN, CHIROPRACTOR, PHYSICIAN'S ASSISTANT, OR ADVANCED PRACTICE REGISTERED NURSE COMPLETES THIS SECTION

DRIVER LICENSE NUMBER	NAME	DATE OF EXAM
N0695477	O'Neal Miles	4-7-10

DRIVER'S IDENTITY VERIFIED BY:

☒ Driver License No: N0695477 ☐ Other Photo ID (Specify ID used):

Medical Examiners Comments on Health History (The medical examiner must review and discuss with the driver any "yes" answers and potential hazards of medications, including over-the-counter medications, while driving.) If the driver has previously been diagnosed with Stage 1, Stage 2, or Stage 3 hypertension and continues to require medication for treatment of hypertension, please indicate here and follow instructions for reduced term of medical certificate.

Discussed BP management = Patient who is followed at the VA By Dr. Chow.

PHYSICIAN NOTE:

A Doctor of Medicine (MD), Doctor of Osteopathy (DO), Physician's Assistant, or Advanced Practice Registered Nurse can perform a medical examination for persons submitting a medical examination report to operate one or more of the following: School Bus, School Pupil Activity Bus, Youth Bus, General Public Paratransit Vehicle, or Farm Labor Vehicle. The examiner who performs the examination must also sign the medical report and the medical certificate.

Note certification status here. See ***Instructions to the Medical Examiner*** for guidance.

I certify under penalty of perjury under the laws of the State of California that I am licensed, certified, and/or registered, in accordance with applicable State laws and regulations to perform physical examinations, that I have examined the driver named above in accordance with the Motor Carrier Safety Regulations (49 CFR 391.41–391.49) and with knowledge of the driving duties, I find this person:

(CHECK ALL THAT APPLY)

☒ Meets standards in 49 CFR 391.41; qualifies for 2 year certificate which will expire *(must insert date)* 4 / 7 / 2012

☐ Does not meet standards
- ☐ May qualify for California restricted CDL if solely unqualified based on 49 CFR 391.41(b)1,2,10, or 11.

☐ Meets standards, but periodic evaluation required due to _____. Driver qualified only for:
- ☐ 3 months ☐ 6 months ☐ 1 year ☐ Other _____

Medical certificate will expire *(must insert date)* ____ / ____ / ____.

☐ Temporarily disqualified due to *(condition or medication)*: _____
Return to medical examiner's office for follow up on _____

ONLY QUALIFIED WHEN:
- ☐ Wearing corrective lenses
- ☐ Wearing hearing aid

CHECK THE BOXES BELOW ONLY WHEN THE DRIVER PRESENTS ONE OF THE DOCUMENTS LISTED, A COPY OF WHICH MUST BE ATTACHED TO THIS REPORT.
- ☐ Accompanied by a _____ waiver/exemption. Driver must present exemption at time of certification. *(must attach copy)*
- ☐ Accompanied by a Skill Performance Evaluation (SPE) Certificate *(must attach copy)*
- ☐ Driving within an exempt intracity zone *(not applicable in California)*
- ☐ Qualified by operation of 49 CFR 391.64 *(must attach copy of waiver/exemption)*

A completed examination form is on file in my office.

MEDICAL EXAMINER'S SIGNATURE | TELEPHONE NUMBER

MEDICAL EXAMINER'S NAME (PRINT)

TITLE ☒ Physician (☐ M.D. ☒ D.O.) ☐ Chiropractor ☐ Physician's Assistant ☐ Advanced Practice Registered Nurse

LICENSE OR CERTIFICATE NUMBER/ISSUING STATE A41065

ADDRESS

If driver meets standards, complete a Medical Examiner's Certificate according to 49 CFR 391.43(h). (Driver must carry certificate when operating a commercial vehicle.)

PLACE DOCTOR'S OFFICE STAMP IN THIS SPACE OR ATTACH OFFICE LETTERHEAD

U.S. HEALTHWORKS
2107 Del Amo Blvd.
Rancho Dominguez, CA 90220
PH (310) 637-9611
FX (310) 637-0692

DMV COMPLETES THIS SECTION

REVIEWED BY (Indicate Tech ID#)	Field Office	HDQS

UPDATED BY (TECH #) | DATE UPDATED

DATE STAMP

DRIVER LICENSE NUMBER	NAME	DATE OF EXAM
10695477	ONeal Miles	4-7-10

TESTING

QUALIFIED	NOT QUALIFIED	

Colored boxes must be completed. Check each item in appropriate box to show "Qualified" or "Not Qualified". Explain any special findings or test results NOT in an acceptable tolerance range.

3. VISION Numerical readings must be provided.

Standard: At least 20/40 acuity (Snellen) in each eye with or without correction. At least 70 degrees peripheral in horizontal meridian measured in each eye. The use of corrective lenses should be noted on the Medical Examiner's Certificate.

INSTRUCTIONS: *When other than the Snellen chart is used, give test results in Snellen-comparable values. In recording distance vision, use 20 feet as normal. Report visual acuity as a ratio with 20 as numerator and the smallest type read at 20 feet as denominator. If the applicant wears corrective lenses, these should be worn while acuity is being tested. If the driver habitually wears contact lenses, or intends to do so while driving, sufficient evidence of good tolerance and adaptation to their use must be obvious. Monocular drivers are not qualified.*

Numerical readings must be provided.

ACUITY	UNCORRECTED	CORRECTED	HORIZONTAL FIELD OF VISION	
Right Eye	20/ 25	20/	Right Eye	85 °
Left Eye	20/ 20	20/	Left Eye	87 °
Both Eyes	20/ 20	20/		

Applicant can recognize and distinguish among traffic control signals and devices showing standard red, green and amber colors? ..... ☒ Yes ☐ No

Applicant meets visual acuity requirement only when wearing: ..... ☐ Corrective Lenses

Monocular Vision (one eye blind): ..... ☐ Yes ☒ No

Complete next line only if vision testing is done by an ophthalmologist or optometrist

DATE OF EXAMINATION	(IF APPLICABLE) NAME OF OPHTHALMOLOGIST OR OPTOMETRIST (PRINT)	
TELEPHONE NO.	LICENSE NO./STATE OF ISSUE	SIGNATURE
		X

4. HEARING Numerical readings must be provided.

Standard: a) Must first perceive forced whispered voice ≥ 5 ft., with or without hearing aid, or b) average hearing loss in better ear ≤ 40 dB.

☐ Check if hearing aid used for tests. ☐ Check if hearing aid **required** to meet standard.

INSTRUCTIONS: *To convert audiometric test results from ISO to ANSI, - 14 dB from ISO for 500 Hz, - 10dB for 1,000 Hz, - 8.5 dB for 2,000 Hz. To average, add the readings for 3 frequencies tested and divide by 3.*

Numerical readings must be recorded.

	RIGHT EAR	LEFT EAR
a) Record distance from individual at which forced whispered voice can first be heard.	5 FT.	5 FT.

b) If audiometer is used, record hearing loss in decibels. (acc. to ANSI Z24.5-1951)

	RIGHT EAR			LEFT EAR		
	500 Hz	1000 Hz	2000 Hz	500 Hz	1000 Hz	2000 Hz
	AVERAGE			AVERAGE		

5. BLOOD PRESSURE/PULSE RATE Numerical readings must be recorded. Medical Examiner should take at least two readings to confirm BP.

BLOOD PRESSURE		READING	HYPERTENSION CATEGORY	EXPIRATION DATE FOR CERTIFICATE	RECERTIFICATION
SYSTOLIC	DIASTOLIC				
126	80	139/89 or lower with no history of Stage 1-3 hypertension currently requiring medication	N/A Driver qualified	2 years	Every 2 years
		140-159/90-99	Stage 1	1 year	1 year if 140/90 or less. One-time certificate for 3 months if 141-159/91-99.
PULSE RATE		160-179/100-109	Stage 2	One-time certificate for 3 months	1 year from date of exam if 140/90 or less
☒ Regular ☐ Irregular					
RECORD PULSE RATE: 84		180/110 or higher	Stage 3	N/A Driver not qualified	6 months from date of exam if 140/90 or less

6. LABORATORY AND OTHER TEST FINDINGS Numerical readings must be recorded.

Urinalysis is required. Protein, blood or sugar in the urine may be an indication for further testing to rule out any underlying medical problem.

URINE SPECIMEN			
SP. GR.	PROTEIN	BLOOD	SUGAR
1.015	0	0	0

OTHER TESTING *(DESCRIBE AND RECORD)*

U.S. HealthWorks MEDICAL GROUP

AUDIOMETRIC EVALUATION

Name (Nombre): ONeal Miles Date (Fecha): 4-7-10

Age (Edad): [redacted] Date of Birth (Fecha Nacimiento): [redacted]

Employer (Empleador): Diversified Job Title (Posición): Driver

Hours since last exposed to loud noise? (¿Hace cuántas horas estuvo expuesto a ruidos fuertes por ultima vez?):

Type if hearing protective devices. (Tipo de protectores auditivos):

OTOLOGIC HISTORY / *HISTORIA OTOLOGICA*

EXPLAIN BELOW ALL "YES" ANSWERS (EXPLIQUE ABAJO TODAS LAS RESPUESTAS A LAS QUE CONTESTO "SI")	YES (SI)	NO (No)
1. Family history of hearing loss? (¿Algún familiar ha tenido pérdida de la audición?)	☐	☒
2. Difficulty hearing? (¿Tiene dificultad para oir?)	☐	☒
a. One ear better than the other? (¿Un oido mejor que el otro?)		
b. Onset of loss (La pérdida fue): [ ] gradual (gradual) [ ] sudden (repentina)	☐	☒
3. Ever been to an ear specialist? (¿Ha visitado al especialista de oidos alguna vez?)	☐	☒
4. History of ear infections? (¿Ha tenido infecciones en los oidos?)	☐	☒
5. Ear surgery recommended or performed? (¿Le recomendaron o hicieron cirugía en el oído?)	☐	☒
6. History of ringing? (¿Ha padecido de zumbidos en los oidos?)	☐	☒
7. History of unusual dizziness? (¿Ha padecido de mareos inusitados?)	☐	☒
8 History of (-mycin) antibiotics, quinine, excessive aspirin? (¿Ha tomado en exceso antibióticos cuyo nombre termina en micina, quinina o aspirina?)	☐	☒
9. History of head traumas or unconsciousness? (¿Ha sufrido lesiones en la cabeza o pérdida de la conciencia?)	☒	☐
10. Years of Military Service 2 Branch/Rama/Job/Trabajo 045 (Años de Servicio Militar____ Rama____ Trabajo ____)	☐	☒
11. Did you ever hunt or shoot? (¿Alguna vez ha disparado o practicado la caceria?)	☐	☒
12. History of noisy jobs? (¿Ha desempeñado trabajos en ambientes ruidosos?)	☐	☒

EXPLAIN (EXPLIQUE)

Signature (Firma) ONeal Miles

GRAPH OR ATTACH REPORT BELOW

HEARING THRESHOLDS

	LEFT EAR								RIGHT EAR							
HERTZ	100	500	1000	2000	3000	4000	6000	8000	100	500	1000	2000	3000	4000	6000	8000
DECIBELS -10																
-5																
0																
5																
10																
15																
20																
25																
30																
35																
40																
45																
50																
55																
60																
65																
70																
75																
80																
85																
90																
95																
100																

CALIBRATED ON: 12/1/09
USING ANSI S3.6-1969 (R-
THRESHOLDS

FREQ	LEFT	RI
500	10	10
TR	05	05
2K	05	05
3K	10	05
4K	10	15
6K	15	20
8K	15	15
1K-RETEST		05R
2 3 4K AVG	08	08

Technician / MA: [illegible]

Audiometer Last Calibration Date: 12/09

RESULTS

☒ NORMAL HEARING

☐ HEARING LOSS:

LEFT EAR	RIGHT EAR	
☐ Normal	☐ Normal	(≤ 25 dB)
☐ Mild loss	☐ Mild loss	(26 - 40 dB)
☐ Moderate loss	☐ Moderate loss	(41 - 70 dB)
☐ Severe loss	☐ Severe loss	(71 - 90 dB)
☐ Profound loss	☐ Profound loss	(> 90 dB)

☐ OTOSCOPY INDICATED. Results:
☐ Normal ☐ Impacted cerumen
☐ Abnormal:

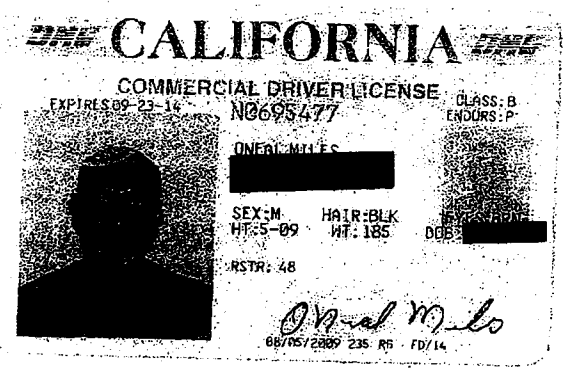
RECOMMENDATIONS

☐ None
☐ Use hearing protection in noisy areas above 85 dB.
☐ Other:

Physician Signature:

This test is only a part of your Hearing Conservation Program. Other environmental tests and administrative components apply.

ST 2005 (Rev. 10/07)


CALIFORNIA
COMMERCIAL DRIVER LICENSE
EXPIRES:09-23-14
N0695477
CLASS:B
ENDORS:P
ONEAL MILES
[redacted]
SEX:M HAIR:BLK
HT:5-09 WT:185
DOB:[redacted]
RSTR: 48
08/05/2009 235 R6 FD/14

1400 East Mission Boulevard
Pomona, California 91766
Phone (909) 622-1316
Fax (909) 622-3035

Diversified Transportation LLC.

Date: 4-14-08

O'Niel Miles was trained for a Commercial Driver's License prior to hiring by Diversified Transportation, LLC. However, O'Niel Miles's driving Skills were evaluated and found satisfactory in the following types of vehicle:

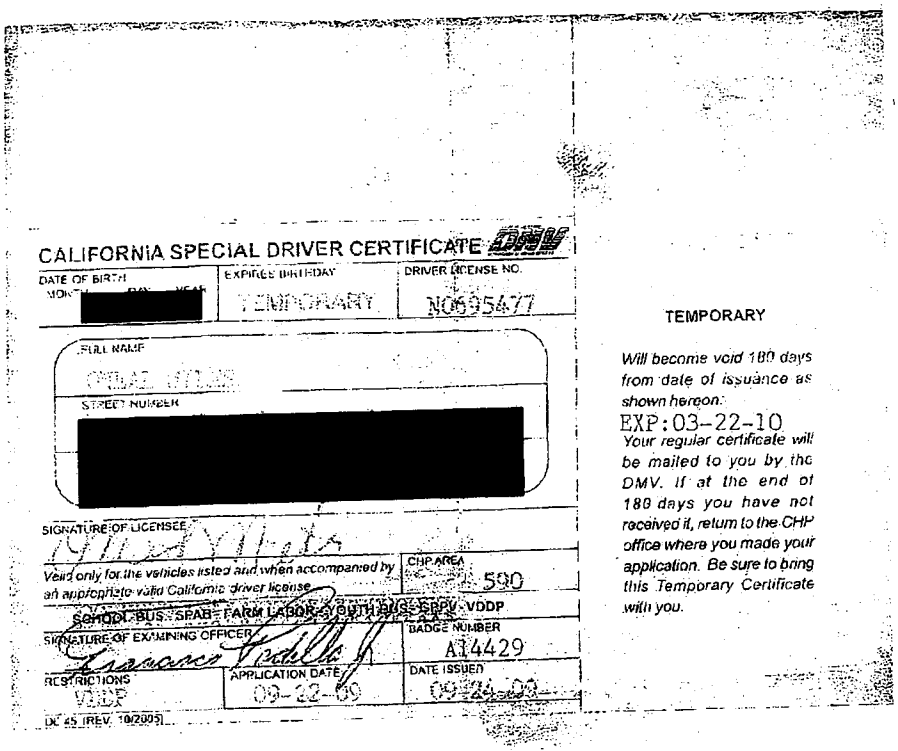
18 passenger 2 wheelchair Ford Bus Unit # 946

Driver Examiner

Sincerely

Todd Baker

Safety and Training Instructor



CALIFORNIA SPECIAL DRIVER CERTIFICATE

DATE OF BIRTH MONTH [redacted] DAY YEAR

EXPIRES BIRTHDAY: TEMPORARY

DRIVER LICENSE NO.: N0695477

FULL NAME: OMAR VILLA

STREET NUMBER: [redacted]

SIGNATURE OF LICENSEE

Valid only for the vehicles listed and when accompanied by an appropriate valid California driver license

CHP AREA: 590

SCHOOL BUS - SPAB - FARM LABOR - YOUTH BUS - SRPV - VDDP

SIGNATURE OF EXAMINING OFFICER

BADGE NUMBER: A14429

RESTRICTIONS: NONE

APPLICATION DATE: 09-22-09

DATE ISSUED: 09-22-09

DL 45 (REV. 10/2005)

TEMPORARY

Will become void 180 days from date of issuance as shown hereon:

EXP:03-22-10

Your regular certificate will be mailed to you by the DMV. If at the end of 180 days you have not received it, return to the CHP office where you made your application. Be sure to bring this Temporary Certificate with you.

SC [redacted]

DL 45 (REV. 10/2005)

FEDERAL DRUG TESTING CUSTODY AND CONTROL FORM

SPECIMEN ID NO.

CLINICAL REFERENCE LABORATORY
8433 QUIVIRA • LENEXA, KANSAS 66215

0056150382

LAB ACCESSION NO.

OMB No. 0930-0158

STEP 1: COMPLETED BY COLLECTOR OR EMPLOYER REPRESENTATIVE

A. Employer Name, Address, I.D. No.
UHS 2004 REF1
COMPANY NAME Diversified Trans
2107 E DEL AMO BLVD
RANCHO DOMINGUEZ CA 90220

B. MRO Name, Address, Phone and Fax No.
DR [illegible]
2111 E HIGHLAND STE [illegible]
PHOENIX AZ [illegible]
PHONE 800-[illegible]
[illegible]

C. Donor SSN or Employee I.D. No. [redacted]

D. Reason for Test: ☒ Pre-employment ☐ Random ☐ Reasonable Suspicion/Cause ☐ Post Accident ☐ Return to Duty ☐ Follow-up ☐ Other (specify) _____

E. Drug Tests to be Performed: ☒ THC, COC, PCP, OPI, AMP ☐ THC & COC Only ☐ Other (specify) _____

F. Collection Site Address:
UHS 204
UHS2040/UH HEALTHWORKS/DEL AMO
2107 E DEL AMO BLVD
RANCHO DOMINGUEZ CA 90220

Collector Phone No. [illegible]
Collector Fax No. [illegible]

STEP 2: COMPLETED BY COLLECTOR

Read specimen temperature within 4 minutes. Is temperature between 90° and 100° F? ☒ Yes ☐ No, enter remark

Specimen Collection: ☒ Split ☐ Single ☐ None Provided (Enter Remark) ☐ Observed (Enter Remark)

REMARKS:

STEP 3: Collector affixes bottle seal(s) to bottle(s). Collector dates seal(s). [redacted]

STEP 4: CHAIN OF CUSTODY - INITIATED BY COLLECTOR AND COMPLETED BY LABORATORY

I certify that the specimen given to me by the donor identified in the certification section on Copy 2 of this form was collected, labeled, sealed and released to the Delivery Service noted in accordance with applicable Federal requirements.

Signature of Collector: [signature]
(PRINT) Collector's Name (First, MI, Last): Isidro Amelo

Time and Date of Collection: 12:44 ☐ AM ☒ PM
Mo. 04 Day 11 Year 2008

SPECIMEN BOTTLE(S) RELEASED TO:
☐ DHL
☐ Fed Ex
☒ Other Courier

RECEIVED AT LAB
X _____ Signature of Accessioner
(PRINT) Accessioner's Name (First, MI, Last) _____ Date (Mo./Day/Yr.) / /

Primary Specimen Bottle Seal Intact
☐ Yes ☐ No, enter remarks below

SPECIMEN BOTTLE(S) RELEASED TO:

[redacted]

I certify that I provided my urine specimen to the collector; that I have not adulterated it in any manner; each specimen bottle used was sealed with a tamper-evident seal in my presence; and that the information provided on this form and on the label affixed to each specimen bottle is correct.

X [signature] [redacted] O'Neal Miles [redacted] 4/11/08 Date (Mo./Day/Yr.) [redacted]

Daytime Phone [redacted] Evening Phone No. ( ) _____ Date of Birth [redacted] Mo. Day Yr.

Should the results of the laboratory tests for the specimen identified by this form be confirmed positive, the Medical Review Officer will contact you to ask about prescriptions and over-the-counter medications you may have taken. Therefore, you may want to make a list of those medications for your own records.
THIS LIST IS NOT NECESSARY. If you chose to make a list, do so either on a separate piece of paper or on the back of your copy (Copy 5). - DO NOT PROVIDE THIS INFORMATION ON THE BACK OF ANY OTHER COPY OF THE FORM. TAKE COPY 5 WITH YOU.

STEP 6: COMPLETED BY MEDICAL REVIEW OFFICER - PRIMARY SPECIMEN

In accordance with applicable Federal requirements, my determination/verification is:
☐ Negative ☐ Positive ☐ Test Cancelled ☐ Refusal To Test because: ☐ Adulterated ☐ Substituted ☐ Dilute

REMARKS _____

X _____ Signature of Medical Review Officer _____ (PRINT) Medical Review Officer's Name (First, MI, Last) _____ Date (Mo./Day/Yr.) / /

STEP 7: COMPLETED BY MEDICAL REVIEW OFFICER - SPLIT SPECIMEN

In accordance with applicable Federal requirements, my determination/verification for the split specimen (if tested) is:

☐ RECONFIRMED ☐ FAILED TO RECONFIRM - REASON _____

_____ Signature of Medical Review Officer _____ (PRINT) Medical Review Officer's Name (First, MI, Last) _____ Date (Mo./Day/Yr.) / /

PRESS HARD - YOU ARE MAKING MULTIPLE COPIES

0056150382

DRIVER RECORD INFORMATION

DRIVERS LICENSE OR ID CARD #	F.O.	BATES NO.	TYPE APP.	DATE	MISC. INFO. SUBMITTED BY REQUESTER	REQ. CODE	RECORD DATE
D6443790						AD946	060810

STATE OF CALIFORNIA DMV DEPARTMENT OF MOTOR VEHICLES
A PUBLIC SERVICE AGENCY

IDENTIFICATION OF DRIVER BASED ON INFORMATION SUBMITTED

00086 PIGGUE, BRANDY DELORIS

BIRTHDATE	SEX	HEIGHT	WEIGHT	EYES	HAIR	DMV USE ONLY
[redacted]	F	[redacted]		BROWN	BROWN	CL MST 06/08 BLK PUL

6-14-10 RR

DRIVER LICENSE INFORMATION

CLASS	ISSUED	EXPIRES	EXT.	RESTRICTIONS	DUP. LIC. ISSUED	LIC. HELD	
B COMML	070308	043013		272948			1813

ITEM	VIOLATION OR ACC DATE	CONVICTION DATE	SECTION(S) VIOLATED LOCATION OR ACCIDENT OR OUT-OF-STATE VIOLATION(S)	STATUTE	COURT DISPOSITION TYPE	COURT DISPOSITION JAIL OR CYA	COURT DISPOSITION AMT.	DOCKET, CITATION OR FR FILE NUMBER	LOCATION OF COURT OR ACCIDENT REPORT NUMBER	VEHICLE LICENSE
NONE TO REPORT										

ANY ACCIDENTS SHOWN ABOVE DO NOT NECESSARILY INDICATE DRIVER RESPONSIBILITY

MISC

NOT VALID FOR COMMERCIAL OPERATION/
CURRENT MEDICAL EXAM REPORT REQUIRED
MEDICAL EXPIRES 05-21-10 update 5-14-12
PASSENGER TRANSPORTATION ENDORSEMENT
SCHOOL BUS ENDORSEMENT
SCHOOL BUS CERT EXP 04/30/13

DIVERSIFIED TRANSPORTATION LLC
ROBIN PETE
601 GOLDEN AVE
LONG BEACH CA 90802

SEE REVERSE FOR EXPLANATION OF CODES

DEPARTMENT ACTION	MAIL ORDER DATE	EFFECTIVE DATE	AUTHORITY SECTION(S) OR OTHER STATE TAKING ACTION	THRU DATE OR TERM	REASON FOR ACTION	SERVICE OF ORDER TYPE	SERVICE OF ORDER DATE	FR FILE NUMBER
NONE TO REPORT					---CONTINUED ON NEXT PAGE---			

DL414 (REV 04/97)

DRIVER RECORD INFORMATION

DRIVERS LICENSE OR ID CARD #	F.O. BATES NO.	TYPE APP. DATE	MISC. INFO. SUBMITTED BY REQUESTER	REQ. CODE	RECORD DATE
D6443790				AD946	060810

STATE OF CALIFORNIA DMV DEPARTMENT OF MOTOR VEHICLES
A PUBLIC SERVICE AGENCY

IDENTIFICATION OF DRIVER BASED ON INFORMATION SUBMITTED

00086 PIGGUE, BRANDY DELORIS
(CONTINUED FROM PREVIOUS PAGE)

BIRTHDATE	SEX	HEIGHT	WEIGHT	EYES	HAIR	

DMV USE ONLY

DRIVER LICENSE INFORMATION

CLASS	ISSUED	EXPIRES	EXT.	RESTRICTIONS	DUP. LIC. ISSUED	LIC. HELD	

ITEM	VIOLATION OR ACC. DATE	CONVICTION DATE	SECTION(S) VIOLATED LOCATION OR ACCIDENT OR OUT-OF-STATE VIOLATION(S)	STATUTE	COURT DISPOSITION TYPE	COURT DISPOSITION JAIL OR CYA	COURT DISPOSITION AMT.	DOCKET, CITATION OR FR FILE NUMBER	LOCATION OF COURT OR ACCIDENT REPORT NUMBER	VEHICLE LICENSE

ANY ACCIDENTS SHOWN ABOVE DO NOT NECESSARILY INDICATE DRIVER RESPONSIBILITY

MISC

*NOTIFICATION OF ACTIVITY PER REQUEST
REST 27- CLASS B MAY OPERATE A BUS SUBJECT TO RESTRICTIONS ON SPECIAL CERTIFICATE.
REST 29- MAY NOT TRANSPORT STUDENT PASSENGERS WITHOUT VALID SCHOOL BUS CERTIFICATE

DIVERSIFIED TRANSPORTATION LLC
ROBIN PETE
601 GOLDEN AVE
LONG BEACH CA 90802

SEE REVERSE FOR EXPLANATION OF CODES

DEPARTMENT ACTION	MAIL ORDER DATE	EFFECTIVE DATE	AUTHORITY SECTION(S) OR OTHER STATE TAKING ACTION	THRU DATE OR TERM	REASON FOR ACTION	SERVICE OF ORDER TYPE	SERVICE OF ORDER DATE	FR FILE NUMBER

---CONTINUED ON NEXT PAGE---

DL414 (REV 04/97)

DRIVER RECORD INFORMATION

DRIVERS LICENSE OR ID CARD #	F.O. BATES NO.	TYPE APP. DATE	MISC. INFO. SUBMITTED BY REQUESTER	REQ. CODE	RECORD DATE
D6443790				AD946	060810

STATE OF CALIFORNIA DMV DEPARTMENT OF MOTOR VEHICLES
A PUBLIC SERVICE AGENCY

IDENTIFICATION OF DRIVER BASED ON INFORMATION SUBMITTED

00086 PIGGUE, BRANDY DELORIS
(CONTINUED FROM PREVIOUS PAGE)

BIRTHDATE	SEX	HEIGHT	WEIGHT	EYES	HAIR	DMV USE ONLY

DRIVER LICENSE INFORMATION

CLASS	ISSUED	EXPIRES	EXT.	RESTRICTIONS	DUP. LIC. ISSUED	LIC. HELD

ITEM	VIOLATION OR ACC. DATE	CONVICTION DATE	SECTION(S) VIOLATED LOCATION OR ACCIDENT OR OUT-OF-STATE VIOLATION(S)	STATUTE	COURT DISPOSITION TYPE	COURT DISPOSITION JAIL OR CYA	COURT DISPOSITION AMT.	DOCKET, CITATION OR FR FILE NUMBER	LOCATION OF COURT OR ACCIDENT REPORT NUMBER	VEHICLE LICENSE

MISC

ANY ACCIDENTS SHOWN ABOVE DO NOT NECESSARILY INDICATE DRIVER RESPONSIBILITY

REST 48- LIMITED TO VEHICLES WITHOUT AIR BRAKES
WHEN DRIVING COMMERCIALLY.

DIVERSIFIED TRANSPORTATION LLC
ROBIN PETE
601 GOLDEN AVE
LONG BEACH CA 90802

SEE REVERSE FOR EXPLANATION OF CODES

DEPARTMENT ACTION	MAIL ORDER DATE	EFFECTIVE DATE	AUTHORITY SECTION(S) OR OTHER STATE TAKING ACTION	THRU DATE OR TERM	REASON FOR ACTION	SERVICE OF ORDER TYPE	SERVICE OF ORDER DATE	FR FILE NUMBER

DL414 (REV 04/97)

A Public Service Agency

CALIFORNIA DEPARTMENT OF MOTOR VEHICLES
CUSTOMER RECEIPT COPY
DRIVER LICENSE/IDENTIFICATION CARD
INFORMATION REQUEST
04/21/10

DAD99933581H6D6443790
DATE:04-21-10 TIME:09:56*
DL/NO:D6443790*B/D:04-30-1988 NAME:PIGGUE BRANDY DELORIS*
ADDR AS OF 07-03-08:2[redacted]

PULL NOTICE:
COND:35 RSN:04 INFO:2 PURGE:99-99 CD:99 TO:Q39834377008: *

P&M CODE:NONE*

REVIEW DT:NONE*

COMMENT:
NO:01 PURGE:05-13 L/S CLR SCH BUS CERT ISSD 070308 CHP/550 EXP 13 MLD
082609 DPM/CDL*

ARREST REPORT SUBRECORD: NONE*

CDL SUBRECORD ON FILE

STATUS:
LIC/ISS:07-03-08 LIC/MLD:07-14-08 EXP:04-30-13
ORIGINAL DL ISSUE DATE:08-30-04 *
RESTR:CLASS B MAY OPERATE A BUS SUBJECT TO RESTRICTIONS ON SPECIAL
CERTIFICATE,MAY NOT TRANSPORT STUDENT PASSENGERS WITHOUT VALID SCHOOL
BUS CERTIFICATE,LIMITED TO VEHICLES WITHOUT AIR BRAKES WHEN DRIVING
COMMERCIALLY*
CLASS:B COMMERCIAL*ENDORSEMENTS:PASSENGER TRANS,SCHOOL BUS*
MEDICAL EXPIRES:05-21-10*
PREV LIC:CL C NON-COMML EXP/BD:13*CERT:SCHOOL BUS CERT EXP:
04-30-13*
LATEST APP:RENEWAL*ISS/DATE:07-03-08 OFF:LPK*BATES:POL*
PHOTO DATE:06-06-08 OFC:LPK*
ORGAN AND TISSUE DONOR:NO UPDATED:07-03-08*
PHOTO INFO:
:A- DL PHOTO ON VENDOR FILE*
LEGAL HISTORY:NONE*

ABSTRACTS:NONE*
FTP:NONE*
FTA:NONE*
ACCIDENTS:NONE*

* * * END * * *

581 042110 KB 0020 VIR $ 5.00

A Public Service Agency

COMMERCIAL EMPLOYER PULL NOTICE ENROLLMENT OR DELETION OF DRIVERS

Department of Motor Vehicles
Information Services Branch
Employer Pull Notice—H265
P.O. Box 944231
Sacramento, CA 94244-2300

CHECK ONLY *ONE* PROCESS PER FORM
☒ ENROLL *OR* ☐ DELETE

Please type or print in ink

EMPLOYER	REQUESTER CODE	DATE
Diversified Transportation LLC	AD946	5-24-10
CURRENT ADDRESS	TELEPHONE	
601 Golden Ave	(562) 901-2497 Ext 7020	
CITY / STATE / ZIP CODE	CONTACT PERSON'S NAME AND TITLE (FIRST MI LAST)	
Long Beach CA 90802	Robin Pete	

CLASS LICENSE

A - Class A
B - Class B
B/P - Class B with passengers (Charter-Party)
C/H - Class C with Hazardous Materials Endorsement
C/S - Class C with Special Certificates
C/P - Class C with PUC permit issued

	CALIFORNIA DRIVER LICENSE OR TEMPORARY "X" NUMBER	DRIVER'S LAST NAME ONLY	CLASS LICENSE	"REMARKS" FOR YOUR USE (LIMIT TO 21 SPACES)
1)	D6443790	Pigue	B/P	Harbor Regional
2)				
3)				
4)				
5)				
6)				
7)				
8)				
9)				
10)				
11)				
12)				
13)				
14)				
15)				

1 TOTAL DRIVERS ADDED (A $5 ENROLLMENT FEE FOR EACH DRIVER WILL BE BILLED TO YOUR ABIS ACCOUNT)

_____ TOTAL DRIVERS DELETED (NO FEE)

FOR ENROLLMENT ONLY:

I certify under penalty of perjury, under the laws of the State of California, that driver(s) listed above are (1) mandated for enrollment under California Vehicle Code §1808.1 OR (2) have signed an "Authorization for Release of driver Record Information" form (INF 1101) or internal document with similar language AND are currently in an employer/employee relationship AND frequently drive during the course of their employment.

Executed at Long Beach (City) CA (State)

Date 5-24-10 Signature X Bobbie Washington

Printed name and title Bobbie Washington Dispatcher

To obtain additional forms and information please [illegible]

,CAL EXAMINER'S CERTIFICATE

I certify that I have examined _____
in accordance with the Federal Motor Carrier Safety Regulations (49 CFR 391.41-391.49) and with knowledge of the driving duties, I find this person qualified; and, if applicable, only when:

- [x] wearing corrective lenses.
- [ ] wearing hearing aid.
- [ ] accompanied by a _____ waiver/exemption
- [ ] accompanied by a Skill Performance Evaluation Certificate (SPE)
- [ ] qualified by operation of 49 CFR 391.64
- [ ] driving within an exempt intracity zone (49 CFR 391.62)

The information I have provided regarding this physical examination is true and complete. A complete examination form with any attachment embodies my findings completely and correctly, and is on file in my office.

(FOLD HERE)

SIGNATURE OF MEDICAL EXAMINER	TELEPHONE	DATE
M. Schkloven	3106257961	5-14-10

MEDICAL EXAMINER'S NAME (PRINT): M. SCHKLOVEN
- [x] MD [ ] DO [ ] Chiropractor
- [ ] Physician Assistant
- [ ] Advanced Practice Nurse

MEDICAL EXAMINER'S LICENSE OR CERTIFICATION NO./ISSUING STATE: E-34054 / CA

SIGNATURE OF DRIVER	DRIVER LICENSE NO.	STATE
Brandy Riggs	D6443790	CA

ADDRESS OF DRIVER: [redacted] 92277

DRIVER'S MEDICAL CERTIFICATE EXPIRATION DATE: 5-14-12

DL 51A (REV. 6/2002)

DMV
A Public Service Agency

DRIVER'S MEDICAL EXAM DATE: 5-14-10

DRIVER'S MEDICAL CERT. EXPIRES ON: 5-14-12

DRIVER'S SIGNATURE: x Brandy Riggs

(FOLD HERE)

NOTE: Driver must keep this card in his or her possession at all times while driving. This card is valid only if there is a current medical examination report on file with DMV. This card cannot be submitted to DMV in lieu of a Medical Examination Report (DL 51).

DL 51A (REV. 6/2002)

DMV
DEPARTMENT OF MOTOR VEHICLES
A Public Service Agency

051

MEDICAL EXAMINATION REPORT
FOR COMMERCIAL DRIVER FITNESS DETERMINATION

1. DRIVER INFORMATION Driver completes this section. PRINT IN CAPITAL LETTERS - USING BLACK OR DARK BLUE INK.

LAST NAME	FIRST	DRIVER LICENSE NUMBER
PIGGUE	Brandy	D6443796

ADDRESS	CITY	STATE	ZIP	WORK TELEPHONE NUMBER	HOME TELEPHONE NUMBER
[redacted]	[redacted]	[redacted]	[redacted]	(310)715-	(310) 661-0169

SOCIAL SECURITY NUMBER	LICENSE CLASS			
[redacted]	☐ A	☑ B	☐ C	CA

☐ New certification ☐ Recertification ☐ Follow up

BIRTHDATE	AGE	SEX	EYES	HAIR
[redacted]	[redacted]	☐ M ☑ F	Brown	Brown

CHECK ONE OF THE BOXES BELOW

☐ I am *NOT* submitting this medical examination report to obtain a certificate to operate a School Bus, School Pupil Activity Bus, Youth Bus, General Public Paratransit Vehicle, or Farm Labor Vehicle.

☑ *I AM* submitting this medical examination report to apply for or retain a certificate to operate a School Bus, School Pupil Activity Bus, Youth Bus, General Public Paratransit Vehicle, or Farm Labor Vehicle.

PLEASE READ THE FOLLOWING INFORMATION

If you indicated you have submitted this medical examination report for one or more of the certificates listed above, your medical examination ***MUST*** be performed by a Physician's Assistant, Advanced Practice Registered Nurse, Doctor of Medicine (MD), or Doctor of Osteopathy (DO). Your medical examination report and medical certificate ***MUST*** be signed by the physician who performed the examination. If your medical examination report does not indicate your medical examination was performed and signed by an MD, DO, Physician's Assistant, or Advanced Practice Registered Nurse, DMV will not process your certificate application or accept your medical examination report, and your medical examination report will be returned to you.

HEALTH HISTORY Driver completes this section, but medical examiner is encouraged to discuss with driver.

Yes	No	
☐	☑	Any illness or injury in last 5 years
☐	☑	Head/Brain injuries, disorders or illnesses
☐	☑	Seizures, epilepsy
	☐	medication _____
☐	☑	Eye disorders or impaired vision (except corrective lenses)
☐	☑	Ear disorders, loss of hearing or balance
☐	☑	Heart disease or heart attack, other cardiovascular condition
	☐	medication _____
☐	☑	Heart surgery (valve replacement/ bypass, angioplasty, pacemaker)
☐	☑	High blood pressure
	☐	medication _____
☐	☑	Muscular disease
☐	☑	Shortness of breath
☐	☑	Lung disease, emphysema, asthma, chronic bronchitis
☐	☑	Kidney disease, dialysis
☐	☑	Liver disease
☐	☑	Digestive problems
☐	☑	Diabetes or elevated blood sugar controlled by:
	☐	diet
	☐	pills
	☐	insulin
☐	☑	Nervous or psychiatric disorders, e.g., severe depression
	☑	medication _____
☐	☑	Loss of, or altered consciousness
☐	☑	Fainting, dizziness
☐	☑	Sleep disorders, pauses in breathing while asleep, daytime sleepiness, loud snoring
☐	☑	Stroke or paralysis
☐	☑	Missing or impaired hand, arm, foot, leg, finger, toe
☐	☑	Spinal injury or disease
☐	☑	Chronic low back pain
☐	☑	Regular, frequent alcohol use
☐	☑	Narcotic or habit forming drug use

For any YES answer, indicate onset date, diagnosis, treating physician's name and address, and any current limitation. List all medications (including over-the-counter medications) used regularly or recently. (Attach additional sheet, if needed).

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct. I understand that inaccurate, false or missing information may invalidate the examination and my Medical Examiner's Certification.

DRIVER'S SIGNATURE	DATE
Brandy Piggue	05/14/2010

DRIVER LICENSE NUMBER	NAME	DATE OF EXAM
06443790	Brandy Piggue	5-14-10

TESTING

QUALIFIED	NOT QUALIFIED	Colored boxes must be completed. Check each item in appropriate box to show "Qualified" or "Not Qualified". Explain any special findings or test results NOT in an acceptable tolerance range.

3. VISION Numerical readings must be provided

Standard: At least 20/40 acuity (Snellen) in each eye with or without correction. At least 70 degrees peripheral in horizontal meridian measured in each eye. The use of corrective lenses should be noted on the Medical Examiner's Certificate.

INSTRUCTIONS: *When other than the Snellen chart is used, give test results in Snellen-comparable values. In recording distance vision, use 20 feet as normal. Report visual acuity as a ratio with 20 as numerator and the smallest type read at 20 feet as denominator. If the applicant wears corrective lenses, these should be worn while acuity is being tested. If the driver habitually wears contact lenses, or intends to do so while driving, sufficient evidence of good tolerance and adaptation to their use must be obvious. Monocular drivers are not qualified.*

Numerical readings must be provided.

ACUITY	UNCORRECTED	CORRECTED	HORIZONTAL FIELD OF VISION
Right Eye	20/ 50	20/ 20	Right Eye 85 °
Left Eye	20/ 50	20/ 20	Left Eye 85 °
Both Eyes	20/ 25	20/ 20	

Applicant can recognize and distinguish among traffic control signals and devices showing standard red, green and amber colors?..... ☑ Yes ☐ No

Applicant meets visual acuity requirement only when wearing: ..... ☑ Corrective Lenses

Monocular Vision (one eye blind):..... ☐ Yes ☒ No

Complete next line only if vision testing is done by an ophthalmologist or optometrist

DATE OF EXAMINATION	(IF APPLICABLE) NAME OF OPHTHALMOLOGIST OR OPTOMETRIST (PRINT)	
TELEPHONE NO.	LICENSE NO./STATE OF ISSUE	SIGNATURE
		X

4. HEARING Numerical readings must be provided.

Standard: a) Must first perceive forced whispered voice ≥ 5 ft., with or without hearing aid, or b) average hearing loss in better ear ≤ 40 dB.

☐ Check if hearing aid used for tests. ☐ Check if hearing aid **required** to meet standard.

INSTRUCTIONS: *To convert audiometric test results from ISO to ANSI, - 14 dB from ISO for 500 Hz, - 10dB for 1,000 Hz, - 8.5 dB for 2,000 Hz. To average, add the readings for 3 frequencies tested and divide by 3.*

Numerical readings must be recorded.

	RIGHT EAR	LEFT EAR
a) Record distance from individual at which forced whispered voice can first be heard.	5 FT.	5 FT.

b) If audiometer is used, record hearing loss in decibels. (acc. to ANSI Z24.5-1951)

	RIGHT EAR			LEFT EAR		
	500 Hz	1000 Hz	2000 Hz	500 Hz	1000 Hz	2000 Hz
	5	5	5	10	5	5
	AVERAGE			AVERAGE		

5. BLOOD PRESSURE/PULSE RATE Numerical readings must be recorded. Medical Examiner should take at least two readings to confirm BP.

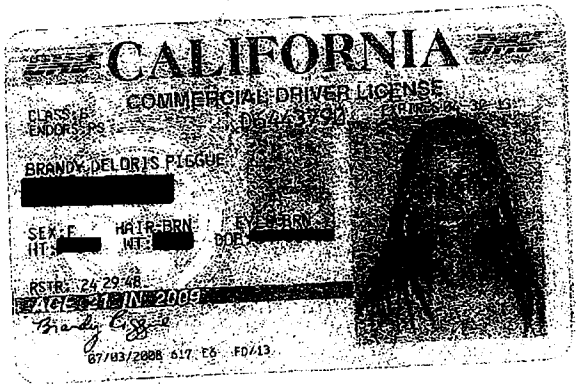
BLOOD PRESSURE		READING	HYPERTENSION CATEGORY	EXPIRATION DATE FOR CERTIFICATE	RECERTIFICATION
SYSTOLIC	DIASTOLIC				
118	81	139/89 or lower with no history of Stage 1-3 hypertension currently requiring medication	N/A Driver qualified	2 years	Every 2 years
		140-159/90-99	Stage 1	1 year	1 year if 140/90 or less. One-time certificate for 3 months if 141-159/91-99.
PULSE RATE		160-179/100-109	Stage 2	One-time certificate for 3 months	1 year from date of exam if 140/90 or less
☒ Regular ☐ Irregular					
RECORD PULSE RATE: 78		180/110 or higher	Stage 3	N/A Driver not qualified	6 months from date of exam if 140/90 or less

6. LABORATORY AND OTHER TEST FINDINGS Numerical readings must be recorded.

Urinalysis is required. Protein, blood or sugar in the urine may be an indication for further testing to rule out any underlying medical problem.

URINE SPECIMEN			
SP. GR.	PROTEIN	BLOOD	SUGAR
1.010	0	0	0

OTHER TESTING *(DESCRIBE AND RECORD)*


CALIFORNIA
COMMERCIAL DRIVER LICENSE
CLASS A
ENDORS
BRANDY DELORIS PIGGUE
[redacted]
SEX F
HT: [redacted]
HAIR BRN
WT: [redacted]
EYES BRN
DOB [redacted]
RSTR 24 29 48
07/03/2008 617 E8 FD/13

Diversified Transportation LLC.

Date: 5-25-10

Brandy Pigeon was trained for a Commercial Driver's License prior to hiring by Diversified Transportation LLC. However, Brandy's driving Skills were evaluated and found satisfactory in the following types of vehicles:

Buses Weighing Less than 26,001 Pounds (GVWR)

20 passenger 6 wheelchair Ford Bus Unit # 82219

_____

Driver Examiner

Sincerely

~~Jerry Hooks~~
David Saldana
Safety and Training Instructor

DRIVER RECORD INFORMATION

DRIVERS LICENSE OR ID CARD #	F.O. BATES NO.	TYPE APP.	DATE	MISC. INFO. SUBMITTED BY REQUESTER	REQ. CODE	RECORD DATE
B3357454				12 MO. DRIVER REC.	AD946	10/07/10

STATE OF CALIFORNIA DMV DEPARTMENT OF MOTOR VEHICLES
A PUBLIC SERVICE AGENCY

IDENTIFICATION OF DRIVER BASED ON INFORMATION SUBMITTED

00457 POGUES, KATANYA SHANTRELL ARCHANETTA

BIRTHDATE	SEX	HEIGHT	WEIGHT	EYES	HAIR	DMV USE ONLY
[redacted]7	F	[redacted]	[redacted]	BROWN	BLACK	CL 12M 10/07 BLK PUL VOL REQ

10/5/10

DRIVER LICENSE INFORMATION

CLASS	ISSUED	EXPIRES	EXT.	RESTRICTIONS	DUP. LIC. ISSUED	LIC. HELD
B COMML	022509	092113		29486476		2251

ITEM	VIOLATION OR ACC. DATE	CONVICTION DATE	SECTION(S) VIOLATED LOCATION OR ACCIDENT OR OUT-OF-STATE VIOLATION(S)	STATUTE	COURT DISPOSITION TYPE	COURT DISPOSITION JAIL OR CYA	COURT DISPOSITION AMT.	DOCKET, CITATION OR FR FILE NUMBER	LOCATION OF COURT OR ACCIDENT REPORT NUMBER	VEHICLE LICENSE
NONE TO REPORT										

ANY ACCIDENTS SHOWN ABOVE DO NOT NECESSARILY INDICATE DRIVER RESPONSIBILITY

MISC

MEDICAL EXPIRES 08-04-11
PASSENGER TRANSPORTATION ENDORSEMENT
SCHOOL BUS ENDORSEMENT
SCHOOL BUS CERT EXP 09/21/13
HARBOR REGIONAL

DIVERSIFIED TRANSPORTATION LLC
ROBIN PETE
601 GOLDEN AVE
LONG BEACH CA 90802

SEE REVERSE FOR EXPLANATION OF CODES

DEPARTMENT ACTION	MAIL ORDER DATE	EFFECTIVE DATE	AUTHORITY SECTION(S) OR OTHER STATE TAKING ACTION	THRU DATE OR TERM	REASON FOR ACTION	SERVICE OF ORDER TYPE	SERVICE OF ORDER DATE	FR FILE NUMBER
NONE TO REPORT								

---CONTINUED ON NEXT PAGE---

DL414 (REV 04/97)

DRIVER RECORD INFORMATION

DRIVERS LICENSE OR ID CARD #	F.O. BATES NO.	TYPE APP. DATE	MISC. INFO. SUBMITTED BY REQUESTER	REQ. CODE	RECORD DATE
B3357454			12 MO. DRIVER REC.	AD946	10/07/10

STATE OF CALIFORNIA DMV DEPARTMENT OF MOTOR VEHICLES
A PUBLIC SERVICE AGENCY

IDENTIFICATION OF DRIVER BASED ON INFORMATION SUBMITTED

00457 POGUES, KATANYA SHANTRELL ARCHANETTA
(CONTINUED FROM PREVIOUS PAGE)

BIRTHDATE	SEX	HEIGHT	WEIGHT	EYES	HAIR	DMV USE ONLY

DRIVER LICENSE INFORMATION

CLASS	ISSUED	EXPIRES	EXT.	RESTRICTIONS	DUP. LIC. ISSUED	LIC. HELD

ITEM	VIOLATION OR ACC. DATE	CONVICTION DATE	SECTION(S) VIOLATED LOCATION OR ACCIDENT OR OUT-OF-STATE VIOLATION(S)	STATUTE	COURT DISPOSITION TYPE	COURT DISPOSITION JAIL OR CYA	COURT DISPOSITION AMT.	DOCKET, CITATION OR FR FILE NUMBER	LOCATION OF COURT OR ACCIDENT REPORT NUMBER	VEHICLE LICENSE

ANY ACCIDENTS SHOWN ABOVE DO NOT NECESSARILY INDICATE DRIVER RESPONSIBILITY

MISC

REST 29- MAY NOT TRANSPORT STUDENT PASSENGERS WITHOUT VALID SCHOOL BUS CERTIFICATE
REST 48- LIMITED TO VEHICLES WITHOUT AIR BRAKES WHEN DRIVING COMMERCIALLY.
REST 64- CLASS A/B - LIMITED TO VEHICLE WITH AUTOMATIC TRANSMISSION.

DIVERSIFIED TRANSPORTATION LLC
ROBIN PETE
601 GOLDEN AVE
LONG BEACH CA 90802

SEE REVERSE FOR EXPLANATION OF CODES

DEPARTMENT ACTION	MAIL ORDER DATE	EFFECTIVE DATE	AUTHORITY SECTION(S) OR OTHER STATE TAKING ACTION	THRU DATE OR TERM	REASON FOR ACTION	SERVICE OF ORDER TYPE	SERVICE OF ORDER DATE	FR FILE NUMBER
			---CONTINUED ON NEXT PAGE---					

DL414 (REV 04/97)

DRIVER RECORD INFORMATION

DRIVERS LICENSE OR ID CARD #	F.O. BATES NO.	TYPE APP. DATE	MISC. INFO. SUBMITTED BY REQUESTER	REQ. CODE	RECORD DATE
B3357454			12 MO. DRIVER REC.	AD946	10071000457

STATE OF CALIFORNIA DMV DEPARTMENT OF MOTOR VEHICLES
A PUBLIC SERVICE AGENCY

IDENTIFICATION OF DRIVER BASED ON INFORMATION SUBMITTED

POGUES, KATANYA SHANTRELL ARCHANETTA
(CONTINUED FROM PREVIOUS PAGE)

BIRTHDATE	SEX	HEIGHT	WEIGHT	EYES	HAIR		DMV USE ONLY

DRIVER LICENSE INFORMATION

CLASS	ISSUED	EXPIRES	EXT.	RESTRICTIONS	DUP. LIC. ISSUED	LIC. HELD	

ITEM	VIOLATION OR ACC. DATE	CONVICTION DATE	SECTION(S) VIOLATED LOCATION OR ACCIDENT OR OUT-OF-STATE VIOLATION(S)	STATUTE	COURT DISPOSITION TYPE	COURT DISPOSITION JAIL OR CYA	COURT DISPOSITION AMT.	DOCKET, CITATION OR FR FILE NUMBER	LOCATION OF COURT OR ACCIDENT REPORT NUMBER	VEHICLE LICENSE

ANY ACCIDENTS SHOWN ABOVE DO NOT NECESSARILY INDICATE DRIVER RESPONSIBILITY

MISC

REST 76- CLASS B AND PASSENGER VEHICLE ENDORSEMENT LIMITED TO BUSES WEIGHING LESS THAN 26,001 POUNDS (GVWR).

DIVERSIFIED TRANSPORTATION LLC
ROBIN PETE
601 GOLDEN AVE
LONG BEACH CA 90802

SEE REVERSE FOR EXPLANATION OF CODES

DEPARTMENT ACTION	MAIL ORDER DATE	EFFECTIVE DATE	AUTHORITY SECTION(S) OR OTHER STATE TAKING ACTION	THRU DATE OR TERM	REASON FOR ACTION	SERVICE OF ORDER TYPE	SERVICE OF ORDER DATE	FR FILE NUMBER

DL414 (REV 04/97)

CALIFORNIA DEPARTMENT OF MOTOR VEHICLES
CUSTOMER RECEIPT COPY
DRIVER LICENSE/IDENTIFICATION CARD
INFORMATION REQUEST
09/03/09

DAD99933581H6B3357454
DATE:09-03-09 TIME:14:30*
DL/NO:B3357454*B/D:09-21-1974 NAME:POGUES KATANYA SHANTRELL ARCHANETTA*
ADDR AS OF 02-25-09:725 [redacted]
OTH/ADDR AS OF 12-01-93:5[redacted]

PULL NOTICE:
COND:35 RSN:04 INFO:2 PURGE:99-99 CD:99 TO:S0187

P&M CODE:NONE*

REVIEW DT:
05-26-10 RSN:32 TO:0000*

COMMENT:
NO:MM PURGE:05-12 581051392I1308 N MULBERRY ST APT C COMPTON
CA90222 581051392345023 *
NO:MM PURGE:03-13 581030593I1308 N MULBERRY ST APT C COMPTON
CA902221052581022393235008 *
NO:MU PURGE:09-16 2350910966523 S CLYMAR ST COMPTON

CA90220 *
NO:01 PURGE:10-13 L/S CLR SCH BUS CERT ISSD 022309 CHP/550 EXP 13 MLD
050409 DPM/CDL*

ARREST REPORT SUBRECORD: NONE*

CDL SUBRECORD ON FILE

STATUS:
LIC/ISS:02-25-09 LIC/MLD:03-11-09 EXP:09-21-13
RESTR:MAY NOT TRANSPORT STUDENT PASSENGERS WITHOUT VALID SCHOOL BUS CERTIFICATE,LIMITED TO VEHICLES WITHOUT AIR BRAKES WHEN DRIVING COMMERCIALLY,CLASS A/B-LIMITED TO VEHICLE WITH AUTOMATIC TRANSMISSION, CL B AND PASSENGER VEHICLE ENDORSEMENT LIMITED TO BUSES WEIGHING LESS THAN 26001 POUNDS (GVWR)*
CLASS:B COMMERCIAL*ENDORSEMENTS:PASSENGER TRANS,SCHOOL BUS*
MEDICAL EXPIRES:08-24-10*
PREV LIC:CL C NON-COMML EXP/BD:10*CERT:SCHOOL BUS CERT EXP: 09-21-13*
LATEST APP:RENEWAL*ISS/DATE:02-25-09 OFF:LGB*BATES:POL*
PHOTO DATE:12-23-08 OFC:COM*
ORGAN AND TISSUE DONOR:NO UPDATED:02-25-09*
PHOTO INFO:
:D- DL AND ID PHOTO ON VENDOR FILE*
LEGAL HISTORY:NONE*

ABSTRACTS:NONE*
FTP:NONE*
FTA:NONE*
ACCIDENTS:NONE*

* * * END * * *

581 090309 40 0005 VIR $ 5.00

Katanya Pogues
B3357454

CALIFORNIA SPECIAL DRIVER CERTIFICATE

DATE OF BIRTH MONTH DAY YEAR	EXPIRES BIRTHDAY	DRIVER LICENSE NO.
09 21 74	2013	B3357454

FULL NAME
KATANYA SHANTRELL ARCHANETTA POGUES

STREET NUMBER
[redacted]

COMPTON CA 90220

SIGNATURE OF LICENSEE
Katanya Pogues

Valid only for the vehicles listed and when accompanied by an appropriate valid California driver license.

CHP AREA
550

SCHOOL BUS - SPAB - FARM LABOR - YOUTH BUS - GPPV - VDDP

RESTRICTIONS	APPLICATION DATE	DATE ISSUED
1,2,3,6	01-13-09	02-23-09

DL 45 (REV. 10/2005)

CROSS OUT THOSE VEHICLES APPLICANT IS NOT CERTIFIED TO DRIVE

A Public Service Agency

COMMERCIAL EMPLOYER PULL NOTICE ENROLLMENT OR DELETION OF DRIVERS

Department of Motor Vehicles
Information Services Branch
Employer Pull Notice---H265
P.O. Box 944231
Sacramento, CA 94244-2310

CHECK ONLY *ONE* PROCESS PER FORM
☒ ENROLL *OR* ☐ DELETE

Please type or print in ink

EMPLOYER	REQUESTER CODE	DATE
Diversified Transportation LLC	AD946	10-5-09
CURRENT ADDRESS	TELEPHONE	
601 Golden Ave	(562) 901-2497	Ext. 7020
CITY / STATE / ZIP CODE	CONTACT PERSON'S NAME AND TITLE (FIRST, MI, LAST)	
Long Beach / CA / 90802	Robin Petro	

CLASS LICENSE

A - Class A
B - Class B
B/P - Class B with passengers (Charter-Party)
C/H - Class C with Hazardous Materials Endorsement
C/S - Class C with Special Certificates
C/P - Class C with PUC permit issued

	CALIFORNIA DRIVER LICENSE OR TEMPORARY "X" NUMBER	DRIVER'S LAST NAME ONLY	CLASS LICENSE	"REMARKS" FOR YOUR USE (LIMIT TO 21 SPACES)
1)	B 3357454	Pogues	B/P	Harbor Regional
2)				
3)				
4)				
5)				
6)				
7)				
8)				
9)				
10)				
11)				
12)				
13)				
14)				
15)				

1 TOTAL DRIVERS ADDED (A $5 ENROLLMENT FEE FOR EACH DRIVER WILL BE BILLED TO YOUR ABIS ACCOUNT)

_____ TOTAL DRIVERS DELETED (NO FEE)

FOR ENROLLMENT ONLY:

I certify under penalty of perjury, under the laws of the State of California, that driver(s) listed above are (1) mandated for enrollment under California Vehicle Code §1808.1. OR (2) have signed an "Authorization for Release of driver Record Information" form (INF 1101) or internal document with similar language AND are currently in an employer/employee relationship AND frequently drive during the course of their employment

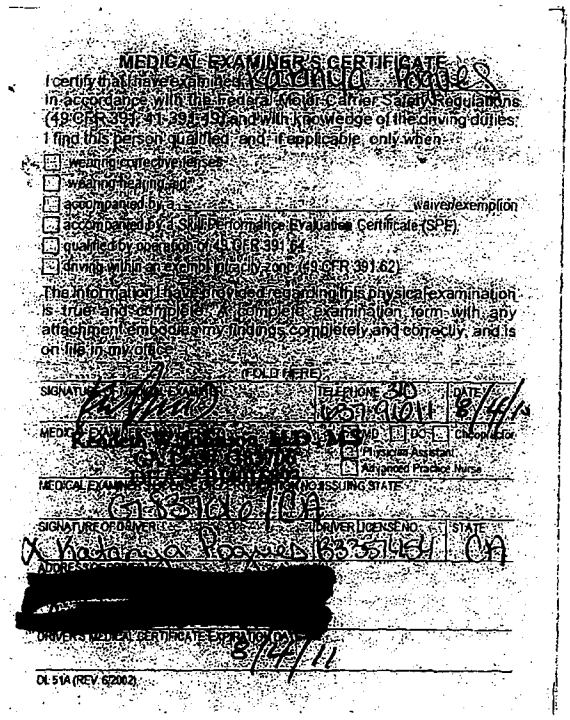
Executed at Long Beach (CITY) Los Angeles (COUNTY) CA (STATE)

Date 10-5-09 Signature X Bobbie Washington

Printed name and title Bobbie Washington - Dispatcher

To obtain additional forms and information please visit our website at http://www.dmv.ca.gov/otherservice/epn

INF 1105 (REV. 1/2003) (WWW)



MEDICAL EXAMINER'S CERTIFICATE

I certify that I have examined [redacted] and in accordance with the Federal Motor Carrier Safety Regulations (49 CFR 391.41-391.49) and with knowledge of the driving duties, I find this person qualified, and, if applicable, only when:

- [ ] wearing corrective lenses
- [ ] wearing hearing aid
- [ ] accompanied by a _____ waiver/exemption
- [ ] accompanied by a Skill Performance Evaluation Certificate (SPE)
- [ ] qualified by operation of 49 CFR 391.64
- [ ] driving within an exempt intra-city zone (49 CFR 391.62)

The information I have provided regarding this physical examination is true and complete. A complete examination, form, with any attachment, embodies my findings completely and correctly, and is on file in my office.

(FOLD HERE)

SIGNATURE OF EXAMINER [redacted] TELEPHONE 310 [redacted] DATE 8/4/11

MEDICAL EXAMINER'S NAME [redacted] MD ☒ DO ☐ Chiropractor ☐ Physician Assistant ☐ Advanced Practice Nurse

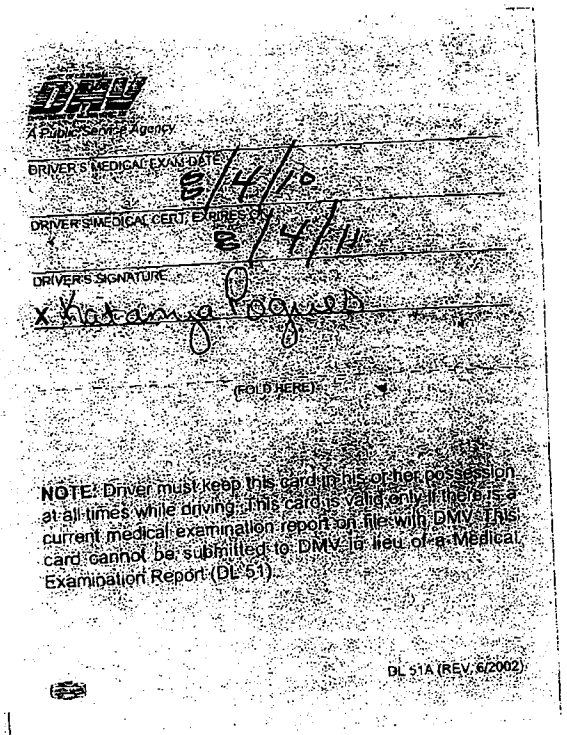
MEDICAL EXAMINER'S [redacted] NO. ISSUING STATE [redacted]

SIGNATURE OF DRIVER [redacted] DRIVER LICENSE NO. [redacted] STATE CA

ADDRESS [redacted]

DRIVER'S MEDICAL CERTIFICATE EXPIRATION DATE 8/4/11

DL 51A (REV. 6/2002)



DMV
A Public Service Agency

DRIVER'S MEDICAL EXAM DATE 8/4/10

DRIVER'S MEDICAL CERT. EXPIRES ON 8/4/11

DRIVER'S SIGNATURE

X Katanya Pogues

(FOLD HERE)

NOTE: Driver must keep this card in his or her possession at all times while driving. This card is valid only if there is a current medical examination report on file with DMV. This card cannot be submitted to DMV in lieu of a Medical Examination Report (DL 51).

DL 51A (REV. 6/2002)

DMV
DEPARTMENT OF MOTOR VEHICLES
A Public Service Agency

O51

MEDICAL EXAMINATION REPORT
FOR COMMERCIAL DRIVER FITNESS DETERMINATION

1. DRIVER INFORMATION Driver completes this section. PRINT IN CAPITAL LETTERS - USING BLACK OR DARK BLUE INK.

LAST NAME	FIRST	DRIVER LICENSE NUMBER
Pogues	Katanya	B3357454

ADDRESS	CITY	STATE	ZIP	WORK TELEPHONE NUMBER	HOME TELEPHONE NUMBER
[redacted]				(562)432 3233	(424)221-2519

SOCIAL SECURITY NUMBER	LICENSE CLASS	STATE OF ISSUE			
[redacted]	☐ A ☒ B ☐ C	CA	☐ New certification ☒ Recertification ☐ Follow up		
BIRTHDATE	**AGE**	**SEX**	**EYES**	**HAIR**	
[redacted]	[redacted]	☐ M ☒ F	Dark Brown	Black	

CHECK ONE OF THE BOXES BELOW

☐ I am ***NOT*** submitting this medical examination report to obtain a certificate to operate a School Bus, School Pupil Activity Bus, Youth Bus, General Public Paratransit Vehicle, or Farm Labor Vehicle.

☒ ***I AM*** submitting this medical examination report to apply for or retain a certificate to operate a School Bus, School Pupil Activity Bus, Youth Bus, General Public Paratransit Vehicle, or Farm Labor Vehicle.

PLEASE READ THE FOLLOWING INFORMATION

If you indicated you have submitted this medical examination report for one or more of the certificates listed above, your medical examination ***MUST*** be performed by a Physician's Assistant, Advanced Practice Registered Nurse, Doctor of Medicine (MD), or Doctor of Osteopathy (DO). Your medical examination report and medical certificate ***MUST*** be signed by the physician who performed the examination. If your medical examination report does not indicate your medical examination was performed and signed by an MD, DO, Physician's Assistant, or Advanced Practice Registered Nurse, DMV will not process your certificate application or accept your medical examination report, and your medical examination report will be returned to you.

2. HEALTH HISTORY Driver completes this section, but medical examiner is encouraged to discuss with driver.

Yes	No	
☐	☒	Any illness or injury in last 5 years
☐	☒	Head/Brain injuries, disorders or illnesses
☐	☒	Seizures, epilepsy
	☐	medication _____
☐	☒	Eye disorders or impaired vision (except corrective lenses)
☐	☒	Ear disorders, loss of hearing or balance
☐	☒	Heart disease or heart attack, other cardiovascular condition
	☐	medication _____
☐	☒	Heart surgery (valve replacement/ bypass, angioplasty, pacemaker)
☒	☐	High blood pressure
	☒	medication [redacted]
☐	☒	Muscular disease

Yes	No	
☐	☒	Shortness of breath
☐	☒	Lung disease, emphysema, asthma, chronic bronchitis
☐	☒	Kidney disease, dialysis
☐	☒	Liver disease
☐	☒	Digestive problems
☐	☒	Diabetes or elevated blood sugar controlled by:
	☐	diet
	☐	pills
	☐	insulin
☐	☒	Nervous or psychiatric disorders, e.g., severe depression
	☐	medication _____
☐	☒	Loss of, or altered consciousness

Yes	No	
☐	☒	Fainting, dizziness
☐	☒	Sleep disorders, pauses in breathing while asleep, daytime sleepiness, loud snoring
☐	☒	Stroke or paralysis
☐	☒	Missing or impaired hand, arm, foot, leg, finger, toe
☐	☒	Spinal injury or disease
☐	☒	Chronic low back pain
☐	☒	Regular, frequent alcohol use
☐	☒	Narcotic or habit forming drug use

For any YES answer, indicate onset date, diagnosis, treating physician's name and address, and any current limitation. List all medications (including over-the-counter medications) used regularly or recently. (Attach additional sheet, if needed).

I am under Doctor care, I am on these medicine for High Blood pressure. [redacted]

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct. I understand that inaccurate, false or missing information may invalidate the examination and my Medical Examiner's Certification.

DRIVER'S SIGNATURE	DATE
Katanya Pogues	08 04 2010

DRIVER LICENSE NUMBER	NAME	DATE OF EXAM
B3357454	Katanya Pogues	8/4/10

TESTING

QUALIFIED	NOT QUALIFIED	Colored boxes must be completed. Check each item in appropriate box to show "Qualified" or "Not Qualified". Explain any special findings or test results NOT in an acceptable tolerance range.

3. VISION Numerical readings must be provided

Standard: At least 20/40 acuity (Snellen) in each eye with or without correction. At least 70 degrees peripheral in horizontal meridian measured in each eye. The use of corrective lenses should be noted on the Medical Examiner's Certificate.

INSTRUCTIONS: *When other than the Snellen chart is used, give test results in Snellen-comparable values. In recording distance vision, use 20 feet as normal. Report visual acuity as a ratio with 20 as numerator and the smallest type read at 20 feet as denominator. If the applicant wears corrective lenses, these should be worn while acuity is being tested. If the driver habitually wears contact lenses, or intends to do so while driving, sufficient evidence of good tolerance and adaptation to their use must be obvious. Monocular drivers are not qualified.*

Numerical readings must be provided.

ACUITY	UNCORRECTED	CORRECTED	HORIZONTAL FIELD OF VISION
Right Eye	20/ 25	20/ 20	Right Eye 85 °
Left Eye	20/ 20	20/ 20	Left Eye 85 °
Both Eyes	20/ 20	20/ 20	

Applicant can recognize and distinguish among traffic control signals and devices showing standard red, green and amber colors? ☒ Yes ☐ No

Applicant meets visual acuity requirement only when wearing: ☐ Corrective Lenses

Monocular Vision (one eye blind): ☐ Yes ☒ No

Complete next line only if vision testing is done by an ophthalmologist or optometrist

DATE OF EXAMINATION	(IF APPLICABLE) NAME OF OPHTHALMOLOGIST OR OPTOMETRIST (PRINT)	
TELEPHONE NO.	LICENSE NO./STATE OF ISSUE	SIGNATURE X

4. HEARING Numerical readings must be provided.

Standard: a) Must first perceive forced whispered voice ≥ 5 ft., with or without hearing aid, or b) average hearing loss in better ear ≤ 40 dB.

☐ Check if hearing aid used for tests. ☐ Check if hearing aid **required** to meet standard.

INSTRUCTIONS: *To convert audiometric test results from ISO to ANSI, - 14 dB from ISO for 500 Hz, - 10dB for 1,000 Hz, - 8.5 dB for 2,000 Hz. To average, add the readings for 3 frequencies tested and divide by 3.*

Numerical readings must be recorded.

	RIGHT EAR	LEFT EAR
a) Record distance from individual at which forced whispered voice can first be heard.	7 FT.	7 FT.

b) If audiometer is used, record hearing loss in decibels. (acc. to ANSI Z24.5-1951)

	RIGHT EAR			LEFT EAR		
	500 Hz	1000 Hz	2000 Hz	500 Hz	1000 Hz	2000 Hz
AVERAGE				AVERAGE		

5. BLOOD PRESSURE/PULSE RATE Numerical readings must be recorded. Medical Examiner should take at least two readings to confirm BP.

BLOOD PRESSURE		READING	HYPERTENSION CATEGORY	EXPIRATION DATE FOR CERTIFICATE	RECERTIFICATION
SYSTOLIC 120	DIASTOLIC 89	139/89 or lower with no history of Stage 1-3 hypertension currently requiring medication	N/A Driver qualified	2 years	Every 2 years
		140-159/90-99	Stage 1	1 year for 3 months if	1 year if 140/90 or less. One-time certificate 141-159/91-99.
PULSE RATE ☒ Regular ☐ Irregular		160-179/100-109	Stage 2	One-time certificate for 3 months	1 year from date of exam if 140/90 or less
RECORD PULSE RATE: 72		180/110 or higher	Stage 3	N/A Driver not qualified	6 months from date of exam if 140/90 or less

6. LABORATORY AND OTHER TEST FINDINGS Numerical readings must be recorded.

Urinalysis is required. Protein, blood or sugar in the urine may be an indication for further testing to rule out any underlying medical problem.

URINE SPECIMEN			
SP. GR. 1.025	PROTEIN 0	BLOOD 0	SUGAR 0

OTHER TESTING *(DESCRIBE AND RECORD)*

Diversified Transportation LLC.

Date: 09/01/09

Katanya Pogues was trained for a Commercial Driver's License prior to hiring by Diversified Transportation LLC. However, Katanya's driving Skills were evaluated and found satisfactory in the following types of vehicles:

Buses Weighing Less than 26,001 Pounds (GVWR)

20 passenger 6 wheelchair Ford Bus Unit # 7142

Driver Examiner

Sincerely

~~Jerry Hooks~~
David Saldana
Safety and Training Instructor

FEDERAL DRUG TESTING CUSTODY AND CONTROL FORM

SPECIMEN ID NO.

6402157545

CLINICAL REFERENCE LABORATORY
8433 QUIVIRA • LENEXA, KANSAS 66215

LAB ACCESSION NO.

OMB No. 0930-0158

STEP 1: COMPLETED BY COLLECTOR OR EMPLOYER REPRESENTATIVE

A. Employer Name, Address, I.D. No.

COMPANY NAME Diversified Trans

B. MRO Name, Address, Phone and Fax No.

C. Donor SSN or Employee I.D. No. [redacted]

D. Reason for Test: ☒ Pre-employment ☐ Random ☐ Reasonable Suspicion/Cause ☐ Post Accident ☐ Return to Duty ☐ Follow-up ☐ Other (specify)

E. Drug Tests to be Performed: ☒ THC, COC, PCP, OPI, AMP ☐ THC & COC Only ☐ Other (specify)

F. Collection Site Address:

Collector Phone No.

Collector Fax No.

STEP 2: COMPLETED BY COLLECTOR

Read specimen temperature within 4 minutes. Is temperature between 90° and 100° F? ☒ Yes ☐ No, enter remark

Specimen Collection ☒ Split ☐ Single ☐ None Provided (Enter Remark)

☐ Observed (Enter Remark)

REMARKS:

STEP 3: Collector affixes bottle seal(s) to bottle(s). Collector dates seal(s). Donor initials seal(s). Donor completes STEP 5 on Copy 2 (MRO Copy)

STEP 4: CHAIN OF CUSTODY - INITIATED BY COLLECTOR AND COMPLETED BY LABORATORY

I certify that the specimen given to me by the donor identified in the certification section on Copy 2 of this form was collected, labeled, sealed and released to the Delivery Service noted in accordance with applicable Federal requirements.

Time and Date of Collection 12:13 ☒ AM ☐ PM

Signature of Collector

(PRINT) Collector's Name (First, MI, Last) Mo. Day Year

SPECIMEN BOTTLE(S) RELEASED TO:

☐ DHL
☐ Fed Ex
☒ Other CRL Courier

RECEIVED AT LAB

X Signature of Accessioner

(PRINT) Accessioner's Name (First, MI, Last)

Date (Mo./Day/Yr.)

Primary Specimen Bottle Seal Intact

☐ Yes ☐ No, enter remarks below

SPECIMEN BOTTLE(S) RELEASED TO:

STEP 5: COMPLETED BY DONOR

I certify that I provided my urine specimen to the collector; that I have not adulterated it in any manner; each specimen bottle used was sealed with a tamper-evident seal in my presence; and that the information provided on this form and on the label affixed to each specimen bottle is correct.

X Signature of Donor

(PRINT) Donor's Name (First, MI, Last)

Date (Mo./Day/Yr.) 9/4/09

Daytime Phone No. [redacted] Evening Phone No. [redacted] Date of [redacted] Mo. Day Yr.

Should the results of the laboratory tests for the specimen identified by this form be confirmed positive, [redacted] Review Officer will contact you to ask about prescriptions and over-the-counter medications you may have taken. Therefore, you may want to make a list of those medications for your own records. THIS LIST IS NOT NECESSARY. If you choose to make a list, do so either on a separate piece of paper or on the back of your copy (Copy 5). - DO NOT PROVIDE THIS INFORMATION ON THE BACK OF ANY OTHER COPY OF THE FORM. TAKE COPY 5 WITH YOU.

STEP 6: COMPLETED BY MEDICAL REVIEW OFFICER - PRIMARY SPECIMEN

In accordance with applicable Federal requirements, my determination/verification is:

☐ Negative ☐ Positive ☐ Test Cancelled ☐ Refusal To Test because: ☐ Adulterated ☐ Substituted ☐ Dilute

REMARKS

X Signature of Medical Review Officer

(PRINT) Medical Review Officer's Name (First, MI, Last)

Date (Mo./Day/Yr.)

STEP 7: COMPLETED BY MEDICAL REVIEW OFFICER - SPLIT SPECIMEN

In accordance with applicable Federal requirements, my determination/verification for the split specimen (if tested) is:

☐ RECONFIRMED ☐ FAILED TO RECONFIRM - REASON

Signature of Medical Review Officer

(PRINT) Medical Review Officer's Name (First, MI, Last)

Date (Mo./Day/Yr.)

6402157545

EMPLOYER COPY

PRESS HARD - YOU ARE MAKING MULTIPLE COPIES

DRIVER RECORD INFORMATION

STATE OF CALIFORNIA DMV DEPARTMENT OF MOTOR VEHICLES
A PUBLIC SERVICE AGENCY

IDENTIFICATION OF DRIVER BASED ON INFORMATION SUBMITTED

DRIVERS LICENSE OR ID CARD #	F.O. BATES NO.	TYPE APP. DATE	MISC. INFO. SUBMITTED BY REQUESTER	REQ. CODE	RECORD DATE
A9696165				AD946	082510

00068 LUNA, JUANA

BIRTHDATE	SEX	HEIGHT	WEIGHT	EYES	HAIR
[redacted]	F	[redacted]		BLACK	BLACK

DMV USE ONLY
CL MST 08/25 BLK PUL

9-10 PR

DRIVER LICENSE INFORMATION

CLASS	ISSUED	EXPIRES	EXT.	RESTRICTIONS	DUP. LIC. ISSUED	LIC. HELD	
B COMML	112008	102812		486476			1805

ITEM	VIOLATION OR ACC. DATE	CONVICTION DATE	SECTION(S) VIOLATED LOCATION OR ACCIDENT OR OUT-OF-STATE VIOLATION(S)	STATUTE	COURT DISPOSITION TYPE	COURT DISPOSITION JAIL OR CYA	COURT DISPOSITION AMT.	DOCKET, CITATION OR FR FILE NUMBER	LOCATION OF COURT OR ACCIDENT REPORT NUMBER	VEHICLE LICENSE
NONE	TO REPORT									

ANY ACCIDENTS SHOWN ABOVE DO NOT NECESSARILY INDICATE DRIVER RESPONSIBILITY

MISC

MEDICAL EXPIRES 08-10-12
PASSENGER TRANSPORTATION ENDORSEMENT
VEH DEV DISABLD PERS CERT EXP 10/28/12
HARBOR REG
*NOTIFICATION OF ACTIVITY PER REQUEST

DIVERSIFIED TRANSPORTATION LLC
ROBIN PETE
601 GOLDEN AVE
LONG BEACH CA 90802

SEE * REVERSE FOR EXPLANATION OF CODES

DEPARTMENT ACTION	MAIL ORDER DATE	EFFECTIVE DATE	AUTHORITY SECTION(S) OR OTHER STATE TAKING ACTION	THRU DATE OR TERM	REASON FOR ACTION	SERVICE OF ORDER TYPE	SERVICE OF ORDER DATE	FR FILE NUMBER
NONE TO REPORT								

---CONTINUED ON NEXT PAGE---

DL414 (REV 04/97)

DRIVER RECORD INFORMATION

DRIVERS LICENSE OR ID CARD #	F.O. BATES NO.	TYPE APP. DATE	MISC. INFO. SUBMITTED BY REQUESTER	REQ. CODE	RECORD DATE
A9696165				AD946	082510

STATE OF CALIFORNIA DMV DEPARTMENT OF MOTOR VEHICLES
A PUBLIC SERVICE AGENCY

IDENTIFICATION OF DRIVER BASED ON INFORMATION SUBMITTED

00068 LUNA, JUANA
(CONTINUED FROM PREVIOUS PAGE)

BIRTHDATE	SEX	HEIGHT	WEIGHT	EYES	HAIR		DMV USE ONLY

DRIVER LICENSE INFORMATION

CLASS	ISSUED	EXPIRES	EXT.	RESTRICTIONS	DUP. LIC. ISSUED	LIC. HELD	

ITEM	VIOLATION OR ACC. DATE	CONVICTION DATE	SECTION(S) VIOLATED LOCATION OR ACCIDENT OR OUT-OF-STATE VIOLATION(S)	STATUTE	COURT DISPOSITION TYPE	COURT DISPOSITION JAIL OR CYA	COURT DISPOSITION AMT.	DOCKET, CITATION OR FR FILE NUMBER	LOCATION OF COURT OR ACCIDENT REPORT NUMBER	VEHICLE LICENSE

MISC

ANY ACCIDENTS SHOWN ABOVE DO NOT NECESSARILY INDICATE DRIVER RESPONSIBILITY

SUBJECT ISSUED ID CARD 09/26/97
SURRENDERED 09/22/97
REST 48- LIMITED TO VEHICLES WITHOUT AIR BRAKES WHEN DRIVING COMMERCIALLY.
REST 64- CLASS A/B - LIMITED TO VEHICLE WITH AUTOMATIC TRANSMISSION.

DIVERSIFIED TRANSPORTATION LLC
ROBIN PETE
601 GOLDEN AVE
LONG BEACH CA 90802

SEE REVERSE FOR EXPLANATION OF CODES

DEPARTMENT ACTION	MAIL ORDER DATE	EFFECTIVE DATE	AUTHORITY SECTION(S) OR OTHER STATE TAKING ACTION	THRU DATE OR TERM	REASON FOR ACTION	SERVICE OF ORDER TYPE	SERVICE OF ORDER DATE	FR FILE NUMBER

---CONTINUED ON NEXT PAGE---

DL414 (REV 04/97)

DRIVER RECORD INFORMATION

STATE OF CALIFORNIA DMV DEPARTMENT OF MOTOR VEHICLES
A PUBLIC SERVICE AGENCY

IDENTIFICATION OF DRIVER BASED ON INFORMATION SUBMITTED

DRIVERS LICENSE OR ID CARD #	F.O. BATES NO.	TYPE APP.	DATE	MISC. INFO. SUBMITTED BY REQUESTER	REQ. CODE	RECORD DATE
A9696165					AD946	082510

00068 LUNA, JUANA
(CONTINUED FROM PREVIOUS PAGE)

BIRTHDATE	SEX	HEIGHT	WEIGHT	EYES	HAIR	

DMV USE ONLY

DRIVER LICENSE INFORMATION

CLASS	ISSUED	EXPIRES	EXT.	RESTRICTIONS	DUP. LIC. ISSUED	LIC. HELD	

ITEM	VIOLATION OR ACC. DATE	CONVICTION DATE	SECTION(S) VIOLATED LOCATION OR ACCIDENT OR OUT-OF-STATE VIOLATION(S)	STATUTE	COURT DISPOSITION TYPE	COURT DISPOSITION JAIL OR CYA	COURT DISPOSITION AMT.	DOCKET, CITATION OR FR FILE NUMBER	LOCATION OF COURT OR ACCIDENT REPORT NUMBER	VEHICLE LICENSE

ANY ACCIDENTS SHOWN ABOVE DO NOT NECESSARILY INDICATE DRIVER RESPONSIBILITY

MISC

REST 76- CLASS B AND PASSENGER VEHICLE ENDORSEMENT LIMITED TO BUSES WEIGHING LESS THAN 26,001 POUNDS (GVWR).

DIVERSIFIED TRANSPORTATION LLC
ROBIN PETE
601 GOLDEN AVE
LONG BEACH CA 90802

SEE REVERSE FOR EXPLANATION OF CODES

DEPARTMENT ACTION	MAIL ORDER DATE	EFFECTIVE DATE	AUTHORITY SECTION(S) OR OTHER STATE TAKING ACTION	THRU DATE OR TERM	REASON FOR ACTION	SERVICE OF ORDER TYPE	SERVICE OF ORDER DATE	FR FILE NUMBER

DL414 (REV 04/97)

A Public Service Agency

CALIFORNIA DEPARTMENT OF MOTOR VEHICLES
CUSTOMER RECEIPT COPY
DRIVER LICENSE/IDENTIFICATION CARD
INFORMATION REQUEST
08/10/10

DAD99933507H6A9696165
DATE:08-10-10 TIME:11:55*
DL/NO:A9696165*B/D:10-28-1974 NAME:LUNA JUANA*
ADDR AS OF 12-19-08 [redacted]*
OTH/ADDR AS OF 09-26-97:12[redacted]
AKA:GABRIEL JUANA CORTEZ*

PULL NOTICE:NONE*

P&M CODE:NONE*

REVIEW DT:
08-11-10 RSN:C3 TO:0000*

COMMENT:
NO:MM PURGE:07-11 581072991I823 W BROADWAY LONG
BEACH CA908020000581072991A95008 *
NO:MM PURGE:02-13 581020193I1134 VIRGINIA AVE LONG
BEACH CA908051141581020193235031 *
NO:MM PURGE:09-17 581090997I727 W BROADWAY ST APT 6 LONG

BEACH CA908021126581090997A55041 *
NO:MM PURGE:12-17 5811209971727 W BROADWAY ST APT 6 LONG
BEACH CA908021043581092697415028 *
NO:01 PURGE:10-12 LS CLRD VDDP CERT ISS 100109 EXP 2012 CHP 550 MAILED 121209 TRS CIPD*

ARREST REPORT SUBRECORD: NONE*

CDL SUBRECORD ON FILE

STATUS:
ID CARD MLD:09-26-97 EXP:10-28-02 APP:09-09-97 OFF:COM*
ID SURRENDERED 09-22-97
LIC/ISS:11-20-08 LIC/MLD:01-01-09 EXP:10-28-12
ORIGINAL DL ISSUE DATE:12-09-97 *
RESTR:LIMITED TO VEHICLES WITHOUT AIR BRAKES WHEN DRIVING COMMERCIALLY, CLASS A/B-LIMITED TO VEHICLE WITH AUTOMATIC TRANSMISSION,CL B AND PASSENGER VEHICLE ENDORSEMENT LIMITED TO BUSES WEIGHING LESS THAN 26001 POUNDS (GVWR)*
CLASS:B COMMERCIAL*ENDORSEMENTS:PASSENGER TRANS*
MEDICAL EXPIRES:10-10-10*
PREV LIC:CL C NON-COMML EXP/BD:10*CERT:VEH DEV DISABLED PERSONS CERT*
LATEST APP:RENEWAL*ISS/DATE:11-20-08 OFF:BFL*BATES:POL*
PHOTO DATE:10-09-08 OFC:BFL*
ORGAN AND TISSUE DONOR:NO UPDATED:12-19-08*
PHOTO INFO:
:D- DL AND ID PHOTO ON VENDOR FILE*
LEGAL HISTORY:NONE*

ABSTRACTS:NONE*

FTP:NONE*
FTA:NONE*
ACCIDENTS:NONE*

* * * * END * * * *

A Public Service Agency

507 081010 30 5022 DIR $ 5.00

A Public Service Agency

COMMERCIAL EMPLOYER PULL NOTICE ENROLLMENT OR DELETION OF DRIVERS

Department of Motor Vehicles
Information Services Branch
Employer Pull Notice—H265
P.O. Box 944231
Sacramento, CA 94244-2310

CHECK ONLY *ONE* PROCESS PER FORM
☑ ENROLL *OR* ☐ DELETE

Please type or print in ink

EMPLOYER	REQUESTER CODE	DATE
Diversified Transportation LLC	AD946	08/13/2010
CURRENT ADDRESS	TELEPHONE	
601 Golden Ave	(562)901-2497 Ext. 7020	
CITY / STATE / ZIP CODE	CONTACT PERSON'S NAME AND TITLE (FIRST, MI, LAST)	
Long Beach CA 90802	Robin Pete	

CLASS LICENSE

A - Class A
B - Class B
B/P - Class B with passengers (Charter-Party)
C/H - Class C with Hazardous Materials Endorsement
C/S - Class C with Special Certificates
C/P - Class C with PUC permit issued

	CALIFORNIA DRIVER LICENSE OR TEMPORARY "X" NUMBER	DRIVER'S LAST NAME ONLY	CLASS LICENSE	"REMARKS" FOR YOUR USE (LIMIT TO 21 SPACES)
1)	[redacted]	[redacted]	[redacted]	[redacted]
2)	A9696165	Luna	B/P	Harbor Regional
3)	[redacted]	[redacted]	[redacted]	[redacted]
4)				
5)				
6)				
7)				
8)				
9)				
10)				
11)				
12)				
13)				
14)				
15)				

3 **TOTAL DRIVERS ADDED** (A $5 ENROLLMENT FEE FOR EACH DRIVER WILL BE BILLED TO YOUR ABIS ACCOUNT)

_____ **TOTAL DRIVERS DELETED** (NO FEE)

FOR ENROLLMENT ONLY:

I certify under penalty of perjury, under the laws of the State of California, that driver(s) listed above are (1) mandated for enrollment under California Vehicle Code §1808.1. OR (2) have signed an "Authorization for Release of driver Record Information" form (INF 1101) or internal document with similar language AND are currently in an employer/employee relationship AND frequently drive during the course of their employment.

Executed at Long Beach (CITY) Los Angeles (COUNTY) CA (STATE)

Date 08/13/2010 Signature X Bobbie Washington

Printed name and title Bobbie Washington---Dispatcher

To obtain additional forms and information please visit our website at: http://www.dmv.ca.gov/otherservice/epn

MEDICAL EXAMINER'S CERTIFICATE

I certify that I have examined _____ in accordance with the Federal Motor Carrier Safety Regulations (49 CFR 391.41-391.49) and with knowledge of the driving duties, find this person qualified, and, if applicable, only when:

- [ ] wearing corrective lenses
- [ ] wearing hearing aid
- [ ] accompanied by a _____ waiver/exemption
- [ ] accompanied by a Skill Performance Evaluation Certificate (SPE)
- [ ] qualified by operation of 49 CFR 391.64
- [ ] driving within an exempt intracity zone (49 CFR 391.62)

The information I have provided regarding this physical examination is true and complete. A complete examination form with any attachment embodies my findings completely and correctly, and is on file in my office.

(FOLD HERE)

SIGNATURE OF MEDICAL EXAMINER	TELEPHONE	DATE
[signature]		8/10/10

MEDICAL EXAMINER'S NAME (PRINT): Kenneth W. Johnson, MD, MS, Corporate Director, CA [illegible] 3706

[ ] MD [ ] DO [ ] Chiropractor [ ] Physician Assistant [ ] Advanced Practice Nurse

MEDICAL EXAMINER'S [illegible] ISSUING STATE

SIGNATURE OF DRIVER	DRIVER LICENSE NO	STATE
[signature]	A9696165	CA

ADDRESS OF DRIVER

[redacted]

DRIVER'S MEDICAL CERTIFICATE EXPIRATION DATE: 8/10/12

DL 51A (REV. 6/2002)

STATE OF CALIFORNIA
DMV
DEPARTMENT OF MOTOR VEHICLES
A Public Service Agency

051

MEDICAL EXAMINATION REPORT
FOR COMMERCIAL DRIVER FITNESS DETERMINATION

1. DRIVER INFORMATION Driver completes this section. PRINT IN CAPITAL LETTERS - USING BLACK OR DARK BLUE INK.

LAST NAME	FIRST	DRIVER LICENSE NUMBER
LUNA	JUANA	A9696165

ADDRESS	CITY	STATE	ZIP	WORK TELEPHONE NUMBER	HOME TELEPHONE NUMBER
[redacted]	[redacted]			310-361-5377	(562)346-4400

SOCIAL SECURITY NUMBER	LICENSE CLASS	STATE OF ISSUE	
[redacted]	☐ A ☑ B ☐ C	cal.	☑ New certification ☐ Recertification ☐ Follow up

BIRTHDATE	AGE	SEX	EYES	HAIR
[redacted]	[redacted]	☐ M ☑ F	BLK	Blond

CHECK ONE OF THE BOXES BELOW

☐ I am ***NOT*** submitting this medical examination report to obtain a certificate to operate a School Bus, School Pupil Activity Bus, Youth Bus, General Public Paratransit Vehicle, or Farm Labor Vehicle.

☑ ***I AM*** submitting this medical examination report to apply for or retain a certificate to operate a School Bus, School Pupil Activity Bus, Youth Bus, General Public Paratransit Vehicle, or Farm Labor Vehicle.

PLEASE READ THE FOLLOWING INFORMATION

If you indicated you have submitted this medical examination report for one or more of the certificates listed above, your medical examination ***MUST*** be performed by a Physician's Assistant, Advanced Practice Registered Nurse, Doctor of Medicine (MD), or Doctor of Osteopathy (DO). Your medical examination report and medical certificate ***MUST*** be signed by the physician who performed the examination. If your medical examination report does not indicate your medical examination was performed and signed by an MD, DO, Physician's Assistant, or Advanced Practice Registered Nurse, DMV will not process your certificate application or accept your medical examination report, and your medical examination report will be returned to you.

2. HEALTH HISTORY Driver completes this section, but medical examiner is encouraged to discuss with driver.

Yes	No		Yes	No		Yes	No	
☐	☑	Any illness or injury in last 5 years	☐	☑	Shortness of breath	☐	☑	Fainting, dizziness
☐	☑	Head/Brain injuries, disorders or illnesses	☐	☑	Lung disease, emphysema, asthma, chronic bronchitis	☐	☑	Sleep disorders, pauses in breathing while asleep, daytime sleepiness, loud snoring
☐	☑	Seizures, epilepsy	☐	☑	Kidney disease, dialysis	☐	☑	Stroke or paralysis
	☑	medication _____	☐	☑	Liver disease	☐	☑	Missing or impaired hand, arm, foot, leg, finger, toe
☐	☑	Eye disorders or impaired vision (except corrective lenses)	☐	☑	Digestive problems	☐	☑	Spinal injury or disease
☐	☑	Ear disorders, loss of hearing or balance	☐	☑	Diabetes or elevated blood sugar controlled by:	☐	☑	Chronic low back pain
☐	☑	Heart disease or heart attack, other cardiovascular condition		☐	diet	☐	☑	Regular, frequent alcohol use
	☑	medication _____		☐	pills	☐	☑	Narcotic or habit forming drug use
☐	☑	Heart surgery (valve replacement/ bypass, angioplasty, pacemaker)		☑	insulin			
☐	☑	High blood pressure	☐	☑	Nervous or psychiatric disorders, e.g., severe depression			
	☑	medication _____		☑	medication _____			
☐	☑	Muscular disease	☐	☑	Loss of, or altered consciousness			

For any YES answer, indicate onset date, diagnosis, treating physician's name and address, and any current limitation. List all medications (including over-the-counter medications) used regularly or recently. (Attach additional sheet, if needed).

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct. I understand that inaccurate, false or missing information may invalidate the examination and my Medical Examiner's Certification.

DRIVER'S SIGNATURE	DATE
Juana Luna	081010

DRIVER LICENSE NUMBER	NAME	DATE OF EXAM	
		HEIGHT 61 IN.	WEIGHT 160 LBS

7. PHYSICAL EXAMINATION

The presence of a certain condition may not necessarily disqualify a driver, particularly if the condition is controlled adequately, is not likely to worsen or is readily amenable to treatment. Even if a condition does not disqualify a driver, the medical examiner may consider deferring the driver temporarily. Also, the driver should be advised to take the necessary steps to correct the condition as soon as possible, particularly if the condition, if neglected, could result in more serious illness that might affect driving.

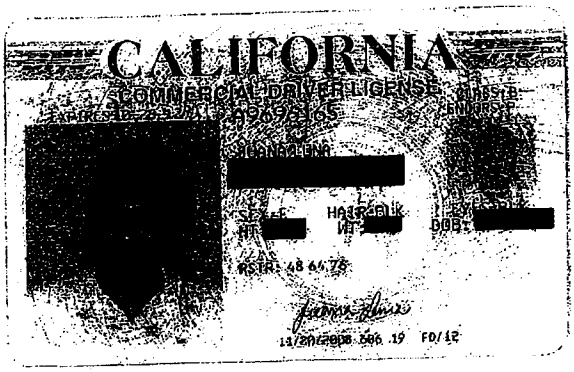
Check YES if there are any abnormalities. Check NO if the body system is normal. Discuss any YES answers in detail in the space below, and indicate whether it would affect the driver's ability to operate a commercial motor vehicle safely. Enter applicable item number before each comment. If organic disease is present, note that it has been compensated for. Check each item in appropriate box to show "Qualified" or "Not Qualified".

As you complete items 1 - 12 below, you will find some items that have no clearly defined measures to indicate a driver is "qualified" or "not qualified". For such items, please check "qualified" if the driver's condition appears within normal limits.

See Instructions To The Medical Examiner for guidance.

QUALIFIED	NOT QUALIFIED	BODY SYSTEM	CHECK FOR:	Any abnormalities present? YES*	NO
✓		1. General Appearance	Marked overweight, tremor, signs of alcoholism, problem drinking, or drug abuse.		✓
✓		2. Eyes	Pupillary equality, reaction to light, accommodation, ocular motility, ocular muscle imbalance, extraocular movement, nystagmus, exophthalmos, strabismus uncorrected by corrective lenses, retinopathy, cataracts, aphakia, glaucoma, macular degeneration.		✓
✓		3. Ears	Middle ear disease, occlusion of external canal, perforated eardrums.		✓
✓		4. Mouth and Throat	Irremediable deformities likely to interfere with breathing or swallowing.		✓
✓		5. Heart	Murmurs, extra sounds, enlarged heart, pacemaker.		✓
✓		6. Lungs and chest, not including breast examination	Abnormal chest wall expansion, abnormal respiratory rate, abnormal breath sounds including wheezes or alveolar rales, impaired respiratory function, dyspnea, cyanosis. Abnormal findings on physical exam may require further testing such as pulmonary tests and/or x-ray of chest.		✓
✓		7. Abdomen and	Enlarged liver, enlarged spleen, masses, bruits, hernia, significant abdominal Viscera wall muscle weakness.		✓
✓		8. Vascular system	Abnormal pulse and amplitude, carotid or arterial bruits, varicose veins.		✓
✓		9. Genito-urinary system.	Hernias.		✓
✓		10. Extremities - Limb impaired. Driver may be subject to SPE certificate if otherwise qualified.	Loss or impairment of leg, foot, toe, arm, hand, finger. Perceptible limp, deformities, atrophy, weakness, paralysis, clubbing, edema, hypotonia. Insufficient grasp and prehension in upper limb to maintain steering wheel grip. Insufficient mobility and strength in lower limb to operate pedals properly.		✓
✓		11. Spine, other musculoskeletal	Previous surgery, deformities, limitation of motion, tenderness..		✓
✓		12. Neurological	Impaired equilibrium, coordination or speech pattern; paresthesia asymmetric deep tendon reflexes, sensory or positional abnormalities, abnormal patellar and Babinski's reflexes, ataxia.		✓

*COMMENTS


CALIFORNIA
COMMERCIAL DRIVER LICENSE
CLASS B
ENDORS P
[redacted]
HAIR BLK
HT [redacted]
WT [redacted]
DOB [redacted]
RSTR: 48 64 75
11/20/2008 606 19 FD/12

Diversified Transportation LLC.

Date: 08-13-10

Juana Luna was trained for a Commercial Driver's License prior to hiring by Diversified Transportation LLC. However, Juana's driving Skills were evaluated and found satisfactory in the following types of vehicles:

Buses Weighing Less than 26,001 Pounds (GVWR)

20 passenger 6 wheelchair Ford Bus Unit # 4434

_____

Driver Examiner

Sincerely

David Saldana

Safety and Training Instructor

UNIVERSITY SERVICES MRO
Toxicology Services Group

Medical Review Officer Report

TO: TECTRANS - LONG BEACH
ROBIN PETE
601 GOLDEN STREET
LONG BEACH, CA 90802

FOR: TECTRANS - LONG BEACH
ROBIN PETE
601 GOLDEN STREET
LONG BEACH , CA 90802

Date Reported: 08/12/2010

Date MRO Verified: 08/12/2010

This test was conducted in accordance with 49 CFR Part 40 and Part 382.

Name of Individual Tested: LUNA, JUANA

Identification Number: 624187046

Specimen Number: Y21474783

Collection Date: 08/10/2010

Date Ply2 Received: 08/12/2010

Reason for Test: PRE-EMPLOYMENT

Lab Accession Number: N3905133

Specimen Type: URINE

Lab Acct. Number: 601063124

Collection Location: US HEALTHWORKS - RANCHO DOM.
2107 E DEL AMO BLVD

RANCHO DOMIGUEZ , CA 90220

Laboratory Performing Analysis: MEDTOX LABORATORIES, INC.

Status of Drug Test: Negative/Pass

BENJAMIN GERSON MD
Medical Review Officer

Drugs Tested: AMPHETAMINES, COCAINE METABOLITES, MARIJUANA (THC), PHENCYCLIDINE (PCP), OPIATES,

10551 Decatur Rd * Suite 200 * Philadelphia, PA 19154 * Tel: (215) 637-6800 * Fax: (215) 637-6998

DRIVER RECORD INFORMATION

DRIVERS LICENSE OR ID CARD #	F.O. BATES NO.	TYPE APP. DATE	MISC. INFO. SUBMITTED BY REQUESTER	REQ. CODE	RECORD DATE
D6447604			12 MO. DRIVER REC.	AD946	072310

A PUBLIC SERVICE AGENCY

IDENTIFICATION OF DRIVER BASED ON INFORMATION SUBMITTED

00090 KING, WHITNEY LATEEPHLASHO

BIRTHDATE	SEX	HEIGHT	WEIGHT	EYES	HAIR
[redacted]	F	[redacted]	[redacted]	BROWN	BROWN

DMV USE ONLY

CL 12M 07/23 BLK PUL

VOL REQ

8-2-10 RLBS

DRIVER LICENSE INFORMATION

CLASS	ISSUED	EXPIRES	EXT.	RESTRICTIONS	DUP. LIC. ISSUED	LIC. HELD	
B COMML	101907	041412		01294866476			2253

ITEM	VIOLATION OR ACC. DATE	CONVICTION DATE	SECTION(S) VIOLATED LOCATION OR ACCIDENT OR OUT-OF-STATE VIOLATION(S)	STATUTE	COURT DISPOSITION TYPE	COURT DISPOSITION JAIL OR CYA	COURT DISPOSITION AMT.	DOCKET, CITATION OR FR FILE NUMBER	LOCATION OF COURT OR ACCIDENT REPORT NUMBER	VEHICLE LICENSE
NONE	TO REPORT									

MISC

ANY ACCIDENTS SHOWN ABOVE DO NOT NECESSARILY INDICATE DRIVER RESPONSIBILITY

MEDICAL EXPIRES 07-17-11
PASSENGER TRANSPORTATION ENDORSEMENT
SCHOOL BUS ENDORSEMENT
SCHOOL BUS CERT EXP 04/14/12
SUBJECT ISSUED ID CARD 04/15/04 EXPIRES 04/14/09
REST 01- MUST WEAR CORRECTIVE LENSES WHEN DRIVING.

DIVERSIFIED TRANSPORTATION LLC
ROBIN PETE
601 GOLDEN AVE
LONG BEACH CA 90802

SEE REVERSE FOR EXPLANATION OF CODES

DEPARTMENT ACTION	MAIL ORDER DATE	EFFECTIVE DATE	AUTHORITY SECTION(S) OR OTHER STATE TAKING ACTION	THRU DATE OR TERM	REASON FOR ACTION	SERVICE OF ORDER TYPE	SERVICE OF ORDER DATE	FR FILE NUMBER
NONE TO REPORT								

---CONTINUED ON NEXT PAGE---

DL414 (REV 04/97)

DRIVER RECORD INFORMATION

DRIVERS LICENSE OR ID CARD #	F.O. BATES NO.	TYPE APP. DATE	MISC. INFO. SUBMITTED BY REQUESTER	REQ. CODE	RECORD DATE
D6447604			12 MO. DRIVER REC.	AD946	072310

A PUBLIC SERVICE AGENCY

IDENTIFICATION OF DRIVER BASED ON INFORMATION SUBMITTED

00090 KING, WHITNEY LATEEPHLASHO
(CONTINUED FROM PREVIOUS PAGE)

BIRTHDATE	SEX	HEIGHT	WEIGHT	EYES	HAIR		DMV USE ONLY

DRIVER LICENSE INFORMATION

CLASS	ISSUED	EXPIRES	EXT.	RESTRICTIONS	DUP. LIC. ISSUED	LIC. HELD	

ITEM	VIOLATION OR ACC. DATE	CONVICTION DATE	SECTION(S) VIOLATED LOCATION OR ACCIDENT OR OUT-OF-STATE VIOLATION(S)	STATUTE	COURT DISPOSITION TYPE	COURT DISPOSITION JAIL OR CYA	COURT DISPOSITION AMT.	DOCKET, CITATION OR FR FILE NUMBER	LOCATION OF COURT OR ACCIDENT REPORT NUMBER	VEHICLE LICENSE

MISC

ANY ACCIDENTS SHOWN ABOVE DO NOT NECESSARILY INDICATE DRIVER RESPONSIBILITY

REST 29- MAY NOT TRANSPORT STUDENT PASSENGERS WITHOUT VALID SCHOOL BUS CERTIFICATE
REST 48- LIMITED TO VEHICLES WITHOUT AIR BRAKES WHEN DRIVING COMMERCIALLY.
REST 64- CLASS A/B - LIMITED TO VEHICLE WITH AUTOMATIC TRANSMISSION.

DIVERSIFIED TRANSPORTATION LLC
ROBIN PETE
601 GOLDEN AVE
LONG BEACH CA 90802

SEE REVERSE FOR EXPLANATION OF CODES

DEPARTMENT ACTION	MAIL ORDER DATE	EFFECTIVE DATE	AUTHORITY SECTION(S) OR OTHER STATE TAKING ACTION	THRU DATE OR TERM	REASON FOR ACTION	SERVICE OF ORDER TYPE	SERVICE OF ORDER DATE	FR FILE NUMBER
			---CONTINUED ON NEXT PAGE---					

DL414 (REV 04/97)

DRIVER RECORD INFORMATION

STATE OF CALIFORNIA DMV DEPARTMENT OF MOTOR VEHICLES

A PUBLIC SERVICE AGENCY

IDENTIFICATION OF DRIVER BASED ON INFORMATION SUBMITTED

DRIVERS LICENSE OR ID CARD #	F.O.	BATES NO.	TYPE APP.	DATE	MISC. INFO. SUBMITTED BY REQUESTER	REQ. CODE	RECORD DATE
D6447604					12 MO. DRIVER REC.	AD946	072310

00090 KING, WHITNEY LATEEPHLASHO
(CONTINUED FROM PREVIOUS PAGE)

BIRTHDATE	SEX	HEIGHT	WEIGHT	EYES	HAIR	DMV USE ONLY

DRIVER LICENSE INFORMATION

CLASS	ISSUED	EXPIRES	EXT.	RESTRICTIONS	DUP. LIC. ISSUED	LIC. HELD

ITEM	VIOLATION OR ACC. DATE	CONVICTION DATE	SECTION(S) VIOLATED LOCATION OR ACCIDENT OR OUT-OF-STATE VIOLATION(S)	STATUTE	COURT DISPOSITION TYPE	COURT DISPOSITION JAIL OR CYA	COURT DISPOSITION AMT.	DOCKET, CITATION OR FR FILE NUMBER	LOCATION OF COURT OR ACCIDENT REPORT NUMBER	VEHICLE LICENSE

MISC

ANY ACCIDENTS SHOWN ABOVE DO NOT NECESSARILY INDICATE DRIVER RESPONSIBILITY

REST 76- CLASS B AND PASSENGER VEHICLE ENDORSEMENT LIMITED TO BUSES WEIGHING LESS THAN 26,001 POUNDS (GVWR).

DIVERSIFIED TRANSPORTATION LLC
ROBIN PETE
601 GOLDEN AVE
LONG BEACH CA 90802

SEE REVERSE FOR EXPLANATION OF CODES

DEPARTMENT ACTION	MAIL ORDER DATE	EFFECTIVE DATE	AUTHORITY SECTION(S) OR OTHER STATE TAKING ACTION	THRU DATE OR TERM	REASON FOR ACTION	SERVICE OF ORDER TYPE	SERVICE OF ORDER DATE	FR FILE NUMBER

DL414 (REV 04/97)

COMMERCIAL EMPLOYER PULL NOTICE
ENROLLMENT OR DELETION OF DRIVERS

A Public Service Agency

Department of Motor Vehicles
Information Services Branch
Employer Pull Notice—H/65
P.O. Box 944231
Sacramento, CA 94244-2310

CHECK ONLY *ONE* PROCESS PER FORM
☒ ENROLL *OR* ☐ DELETE

Please type or print in ink

EMPLOYER: Diversified Transportation LLC

CURRENT ADDRESS: 601 Golden Ave

CITY: Long Beach | STATE: CA | ZIP CODE: 90802

REQUESTER CODE: AD966 | DATE: 7-18-09

TELEPHONE: (562) 901-2497 Ext. 7020

CONTACT PERSON'S NAME AND TITLE (FIRST MI LAST): Robin Peto

CLASS LICENSE

A - Class A
B - Class B
B/P - Class B with passengers (Charter-Party)
C/H - Class C with Hazardous Materials Endorsement
C/S - Class C with Special Certificates
C/P - Class C with PUC permit issued

	CALIFORNIA DRIVER LICENSE OR TEMPORARY "X" NUMBER	DRIVER'S LAST NAME ONLY	CLASS LICENSE	"REMARKS" FOR YOUR USE (LIMIT TO 21 SPACES)
1)	D6447604	King	B/D	
2)				
3)				
4)				
5)				
6)				
7)				
8)				
9)				
10)				
11)				
12)				
13)				
14)				
15)				

1 TOTAL DRIVERS ADDED (A $5 ENROLLMENT FEE FOR EACH DRIVER WILL BE BILLED TO YOUR ABIS ACCOUNT)

_____ TOTAL DRIVERS DELETED (NO FEE)

FOR ENROLLMENT ONLY:

I certify under penalty of perjury, under the laws of the State of California, that driver(s) listed above are (1) mandated for enrollment under California Vehicle Code §1808.1. OR (2) have signed an "Authorization for Release of driver Record Information" form (INF 1101) or internal document with similar language AND are currently in an employer/employee relationship AND frequently drive during the course of their employment.

Executed at Long Beach (CITY), Los Angeles (COUNTY), CA (STATE)

Date 7-22-09 Signature X Bobbie Washington

Printed name and title Bobbie Washington Dispatcher

To obtain additional forms and information please visit our website at: http://www.dmv.ca.gov/otherservice/epn

INF 1100 (REV. 12/2003) WWW

A Public Service Agency

CALIFORNIA DEPARTMENT OF MOTOR VEHICLES
CUSTOMER RECEIPT COPY
DRIVER LICENSE/IDENTIFICATION CARD
INFORMATION REQUEST
07/16/09

DAD99933507[redacted]D6447604
DATE:07-16-09 TIME:14:58*
DL/NO:D6447604*B/D:04-14-1986 NAME:KING WHITNEY LATEEPHLASHO*
ADDR AS OF 05-27-09:[redacted]*
OTH/ADDR AS OF 10-19-07:216[redacted]

PULL NOTICE:
COND:35 RSN:04 INFO:2 PURGE:99-99 CD:99 TO:S0187LONG BEACH CA *
COND:28 RSN:04 INFO:2 PURGE:99-99 CD:99 TO:88057AE *

P&M CODE:NONE*

REVIEW DT:
07-21-09 RSN:C3 TO:0000*

COMMENT:
NO:01 PURGE:05-12 L/S CLR SCH BUS CERT ISSD 101907 CHP/550 EXP12 MLD 122707 CCB/CDL*

ARREST REPORT SUBRECORD: NONE*

CDL SUBRECORD ON FILE

STATUS:
ID CARD MLD:04-15-04 EXP:04-14-09 APP:04-02-04 OFF:COM*

LIC/ISS:10-19-07 LIC/MLD:10-31-07 EXP:04-14-12
ORIGINAL DL ISSUE DATE:01-21-05 *
RESTR:MUST WEAR CORRECTIVE LENSES WHEN DRIVING,MAY NOT TRANSPORT STUDENT PASSENGERS WITHOUT VALID SCHOOL BUS CERTIFICATE,LIMITED TO VEHICLES WITHOUT AIR BRAKES WHEN DRIVING COMMERCIALLY,CLASS A/B-LIMITED TO VEHICLE WITH AUTOMATIC TRANSMISSION,CL B AND PASSENGER VEHICLE ENDORSEMENT LIMITED TO BUSES WEIGHING LESS THAN 26001 POUNDS (GVWR)*
CLASS:B COMMERCIAL*ENDORSEMENTS:PASSENGER TRANS,SCHOOL BUS*
MEDICAL EXPIRES:09-19-09*
PREV LIC:CL C NON-COMML EXP/BD:09*CERT:SCHOOL BUS CERT EXP:
04-14-12*
LATEST APP:RENEWAL*ISS/DATE:10-19-07 OFF:LGB*BATES:POL*
PHOTO DATE:10-03-07 OFC:COM*
ORGAN AND TISSUE DONOR:NO UPDATED:10-19-07*
PHOTO INFO:
:D- DL AND ID PHOTO ON VENDOR FILE*
LEGAL HISTORY:NONE*

ABSTRACTS:NONE*
FTP:NONE*
FTA:NONE*
ACCIDENTS:NONE*

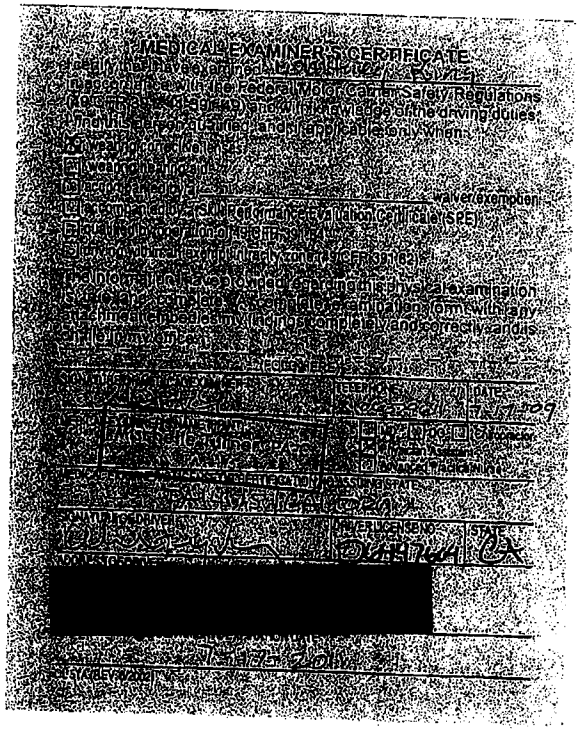
* * * END * * *

507 071609 F1 0004 VIR $ 5.00

[redacted]

A Public Service Agency

507 JUL 16 2009 F 1



MEDICAL EXAMINER'S CERTIFICATE

[redacted]

STATE OF CALIFORNIA
DMV
DEPARTMENT OF MOTOR VEHICLES
A Public Service Agency

051

MEDICAL EXAMINATION REPORT
FOR COMMERCIAL DRIVER FITNESS DETERMINATION

1. DRIVER INFORMATION Driver completes this section. PRINT IN CAPITAL LETTERS - USING BLACK OR DARK BLUE INK.

LAST NAME	FIRST	DRIVER LICENSE NUMBER
King	Whitney	D6447604

ADDRESS	CITY	STATE	ZIP	WORK TELEPHONE NUMBER	HOME TELEPHONE NUMBER
[redacted]	[redacted]	[redacted]	[redacted]	( )	(562) 997-6868

SOCIAL SECURITY NUMBER	LICENSE CLASS	STATE OF ISSUE	
[redacted]	☐ A ☑ B ☐ C	CA	☐ New certification ☑ Recertification ☐ Follow up

BIRTHDATE	AGE	SEX	EYES	HAIR
[redacted]	[redacted]	☐ M ☑ F	Brown	Brown

CHECK ONE OF THE BOXES BELOW

☐ I am ***NOT*** submitting this medical examination report to obtain a certificate to operate a School Bus, School Pupil Activity Bus, Youth Bus, General Public Paratransit Vehicle, or Farm Labor Vehicle.

☑ ***I AM*** submitting this medical examination report to apply for or retain a certificate to operate a School Bus, School Pupil Activity Bus, Youth Bus, General Public Paratransit Vehicle, or Farm Labor Vehicle.

PLEASE READ THE FOLLOWING INFORMATION

If you indicated you have submitted this medical examination report for one or more of the certificates listed above, your medical examination ***MUST*** be performed by a Physician's Assistant, Advanced Practice Registered Nurse, Doctor of Medicine (MD), or Doctor of Osteopathy (DO). Your medical examination report and medical certificate ***MUST*** be signed by the physician who performed the examination. If your medical examination report does not indicate your medical examination was performed and signed by an MD, DO, Physician's Assistant, or Advanced Practice Registered Nurse, DMV will not process your certificate application or accept your medical examination report, and your medical examination report will be returned to you.

2. HEALTH HISTORY Driver completes this section, but medical examiner is encouraged to discuss with driver.

Yes	No	
☐	☑	Any illness or injury in last 5 years
☐	☑	Head/Brain injuries, disorders or illnesses
☐	☑	Seizures, epilepsy
	☑	medication _____
☐	☑	Eye disorders or impaired vision (except corrective lenses)
☐	☑	Ear disorders, loss of hearing or balance
☐	☑	Heart disease or heart attack, other cardiovascular condition
	☑	medication _____
☐	☑	Heart surgery (valve replacement/ bypass, angioplasty, pacemaker)
☐	☑	High blood pressure
	☑	medication _____
☐	☑	Muscular disease
☐	☑	Shortness of breath
☐	☑	Lung disease, emphysema, asthma, chronic bronchitis
☐	☑	Kidney disease, dialysis
☐	☑	Liver disease
☐	☑	Digestive problems
☐	☑	Diabetes or elevated blood sugar controlled by:
	☐	diet
	☐	pills
	☐	insulin
☐	☑	Nervous or psychiatric disorders, e.g., severe depression
	☐	medication _____
☐	☑	Loss of, or altered consciousness
☐	☑	Fainting, dizziness
☐	☑	Sleep disorders, pauses in breathing while asleep, daytime sleepiness, loud snoring
☐	☑	Stroke or paralysis
☐	☑	Missing or impaired hand, arm, foot, leg, finger, toe
☐	☑	Spinal injury or disease
☐	☑	Chronic low back pain
☐	☑	Regular, frequent alcohol use
☐	☑	Narcotic or habit forming drug use

For any YES answer, indicate onset date, diagnosis, treating physician's name and address, and any current limitation. List all medications (including over-the-counter medications) used regularly or recently. (Attach additional sheet, if needed).

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct. I understand that inaccurate, false or missing information may invalidate the examination and my Medical Examiner's Certification.

DRIVER'S SIGNATURE	DATE
[signature]	07/17/2009

DRIVER LICENSE NUMBER	NAME	DATE OF EXAM
D0447604	King Whitney	7/17/09

TESTING

QUALIFIED	NOT QUALIFIED	

Colored boxes must be completed. Check each item in appropriate box to show "Qualified" or "Not Qualified". Explain any special findings or test results NOT in an acceptable tolerance range.

3. VISION Numerical readings must be provided

Standard: At least 20/40 acuity (Snellen) in each eye with or without correction. At least 70 degrees peripheral in horizontal meridian measured in each eye. The use of corrective lenses should be noted on the Medical Examiner's Certificate.

INSTRUCTIONS: *When other than the Snellen chart is used, give test results in Snellen-comparable values. In recording distance vision, use 20 feet as normal. Report visual acuity as a ratio with 20 as numerator and the smallest type read at 20 feet as denominator. If the applicant wears corrective lenses, these should be worn while acuity is being tested. If the driver habitually wears contact lenses, or intends to do so while driving, sufficient evidence of good tolerance and adaptation to their use must be obvious. Monocular drivers are not qualified.*

✓

Numerical readings must be provided.

ACUITY	UNCORRECTED	CORRECTED	HORIZONTAL FIELD OF VISION
Right Eye	20/ 200	20/ 25	Right Eye °
Left Eye	20/ 200	20/ 20	Left Eye °
Both Eyes	20/ 200	20/ 20	

Applicant can recognize and distinguish among traffic control signals and devices showing standard red, green and amber colors?..... ☒ Yes ☐ No

Applicant meets visual acuity requirement only when wearing: ..... ☐ Corrective Lenses

Monocular Vision (one eye blind):..... ☐ Yes ☒ No

Complete next line only if vision testing is done by an ophthalmologist or optometrist

DATE OF EXAMINATION	(IF APPLICABLE) NAME OF OPHTHALMOLOGIST OR OPTOMETRIST (PRINT)	
TELEPHONE NO.	LICENSE NO./STATE OF ISSUE	SIGNATURE
		X

4. HEARING Numerical readings must be provided.

Standard: a) Must first perceive forced whispered voice ≥ 5 ft., with or without hearing aid, or b) average hearing loss in better ear ≤ 40 dB.

✓

☐ Check if hearing aid used for tests. ☐ Check if hearing aid **required** to meet standard.

INSTRUCTIONS: *To convert audiometric test results from ISO to ANSI, - 14 dB from ISO for 500 Hz, - 10dB for 1,000 Hz, - 8.5 dB for 2,000 Hz. To average, add the readings for 3 frequencies tested and divide by 3.*

Numerical readings must be recorded.

	RIGHT EAR	LEFT EAR
a) Record distance from individual at which forced whispered voice can first be heard.	5 FT.	5 FT.

b) If audiometer is used, record hearing loss in decibels. (acc. to ANSI Z24.5-1951)

	RIGHT EAR 500 Hz	1000 Hz	2000 Hz	LEFT EAR 500 Hz	1000 Hz	2000 Hz
	10	05	10	10	05	10
AVERAGE	8			8		

5. BLOOD PRESSURE/PULSE RATE Numerical readings must be recorded. Medical Examiner should take at least two readings to confirm BP.

✓

BLOOD PRESSURE	READING	HYPERTENSION CATEGORY	EXPIRATION DATE FOR CERTIFICATE	RECERTIFICATION
SYSTOLIC 110 / DIASTOLIC 78	139/89 or lower with no history of Stage 1-3 hypertension currently requiring medication	N/A Driver qualified	2 years	Every 2 years
	140-159/90-99	Stage 1	1 year	1 year if 140/90 or less. One-time certificate for 3 months if 141-159/91-99.
PULSE RATE ☒ Regular ☐ Irregular	160-179/100-109	Stage 2	One-time certificate for 3 months	1 year from date of exam if 140/90 or less
RECORD PULSE RATE: 68	180/110 or higher	Stage 3	N/A Driver not qualified	6 months from date of exam if 140/90 or less

6. LABORATORY AND OTHER TEST FINDINGS Numerical readings must be recorded.

✓

Urinalysis is required. Protein, blood or sugar in the urine may be an indication for further testing to rule out any underlying medical problem.

URINE SPECIMEN	SP. GR.	PROTEIN	BLOOD	SUGAR
	1.010	0	0	0

OTHER TESTING *(DESCRIBE AND RECORD)*

WHITNEY KING D6447604

CALIFORNIA SPECIAL DRIVER CERTIFICATE

DATE OF BIRTH MONTH DAY YEAR	EXPIRES BIRTHDAY	DRIVER LICENSE NO.
[redacted]	2012	D6447604

FULL NAME
WHITNEY LATEEPHLASHO KING

STREET NUMBER
[redacted]

CITY [redacted] STATE [redacted] ZIP [redacted]

SIGNATURE OF LICENSEE
Whitney King

Valid only for the vehicles listed and when accompanied by an appropriate valid California driver license.

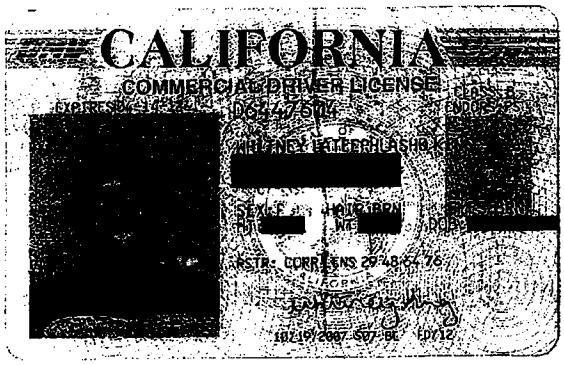
CHP AREA 550

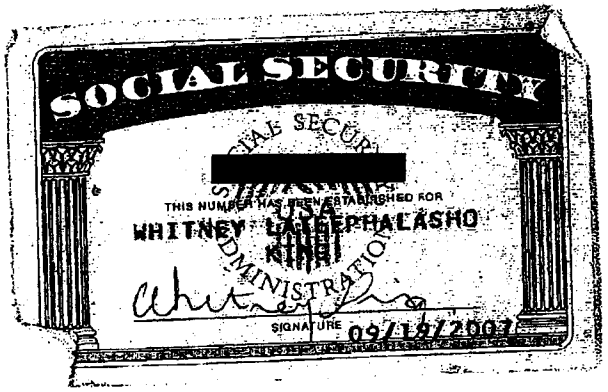
SCHOOL BUS - SPAB - FARM LABOR - YOUTH BUS - GPPV - VDDP

RESTRICTIONS	APPLICATION DATE	DATE ISSUED
1,2,3,6	10-10-07	10-19-07

DL 45 (REV. 10/2005)

CROSS OUT THOSE VEHICLES APPLICANT IS NOT CERTIFIED TO DRIVE





Diversified Transportation LLC.

Date: 7/21/09

Whitney King was trained for a Commercial Driver's License prior to hiring by Diversified Transportation LLC. However, Whitney driving Skills were evaluated and found satisfactory in the following types of vehicles:

Buses Weighing Less than 26,001 Pounds (GVWR)

20 passenger 6 wheelchair Ford Bus Unit # 14241

Driver Examiner

Sincerely

Jerry Hooks

Safety and Training Instructor

FEDERAL DRUG TESTING CUSTODY AND CONTROL FORM

SPECIMEN ID NO.

CLINICAL REFERENCE LABORATORY
8433 QUIVIRA • LENEXA, KANSAS 66215

6400817430

LAB ACCESSION NO

OMB No. 0930-0158

STEP 1: COMPLETED BY COLLECTOR OR EMPLOYER REPRESENTATIVE

A. Employer Name, Address, I.D. No.

COMPANY NAME

2107 E DEL AMO BLVD
RANCHO DOMINGUEZ, CA 90220
FX 310-637-0692

B. MRO Name, Address, Phone and Fax No.

2111 E HIGHLAND STE B-245
PHOENIX, AZ 85016

C. Donor SSN or Employee I.D. No. [redacted]

D. Reason for Test: ☐ Pre-employment ☐ Random ☐ Reasonable Suspicion/Cause ☐ Post Accident ☐ Return to Duty ☐ Follow-up ☐ Other (specify)

E. Drug Tests to be Performed: ☐ THC, COC, PCP, OPI, AMP ☐ THC & COC Only ☐ Other (specify)

F. Collection Site Address:

2107 E DEL AMO BLVD
RANCHO DOMINGUEZ, CA 90220

Collector Phone No.

Collector Fax No. FX 310-637-0692

STEP 2: COMPLETED BY COLLECTOR

Read specimen temperature within 4 minutes. Is temperature between 90° and 100° F? ☐ Yes ☐ No, enter remark

Specimen Collection. ☑ Split ☐ Single ☐ None Provided (Enter Remark)

☐ Observed (Enter Remark)

REMARKS:

STEP 3: Collector affixes bottle seal(s) to bottle(s). Collector dates seal(s). Donor initials seal(s). Donor completes STEP 5 on Copy 2 (MRO Copy)

STEP 4: CHAIN OF CUSTODY - INITIATED BY COLLECTOR AND COMPLETED BY LABORATORY

I certify that the specimen given to me by the donor identified in the certification section on Copy 2 of this form was collected, labeled, sealed and released to the Delivery Service noted in accordance with applicable Federal requirements.

Time and Date of Collection AM PM

X
Signature of Collector

(PRINT) Collector's Name (First, MI, Last) Mo. Day Year

SPECIMEN BOTTLE(S) RELEASED TO:
☐ DHL
☐ Fed Ex
☐ Other

RECEIVED AT LAB

X
Signature of Accessioner

(PRINT) Accessioner's Name (First, MI, Last) Date (Mo./Day/Yr.)

Primary Specimen Bottle Seal Intact
☐ Yes ☐ No, enter remarks below

SPECIMEN BOTTLE(S) RELEASED TO:

STEP 5: COMPLETED BY DONOR

I certify that I provided my urine specimen to the collector; that I have not adulterated it in any manner; each specimen bottle used was sealed with a tamper-evident seal in my presence; and that the information provided on this form and on the label affixed to each specimen bottle is correct.

X
Signature of Donor

(PRINT) Donor's Name (First, MI, Last)

Date (Mo./Day/Yr.)

Daytime Phone No. [redacted] Evening Phone No. [redacted] Date of Birth [redacted]

Should the results of the laboratory tests for the specimen identified by this form be confirmed positive, the Medical Review Officer will contact you to ask about prescriptions and over-the-counter medications you may have taken. Therefore, you may want to make a list of those medications for your own records. THIS LIST IS NOT NECESSARY. If you choose to make a list, do so either on a separate piece of paper or on the back of your copy (Copy 5). DO NOT PROVIDE THIS INFORMATION ON THE BACK OF ANY OTHER COPY OF THE FORM. TAKE COPY 5 WITH YOU.

STEP 6: COMPLETED BY MEDICAL REVIEW OFFICER - PRIMARY SPECIMEN

In accordance with applicable Federal requirements, my determination/verification is:

☐ Negative ☐ Positive ☐ Test Cancelled ☐ Refusal To Test because: ☐ Adulterated ☐ Substituted ☐ Dilute

REMARKS

X
Signature of Medical Review Officer

(PRINT) Medical Review Officer's Name (First, MI, Last)

Date (Mo./Day/Yr.)

STEP 7: COMPLETED BY MEDICAL REVIEW OFFICER - SPLIT SPECIMEN

In accordance with applicable Federal requirements, my determination/verification for the split specimen (if tested) is:

☐ RECONFIRMED ☐ FAILED TO RECONFIRM - REASON

X
Signature of Medical Review Officer

(PRINT) Medical Review Officer's Name (First, MI, Last)

Date (Mo./Day/Yr.)

6400817430

EMPLOYER COPY

V1.2 02/08

PRESS HARD - YOU ARE MAKING MULTIPLE COPIES

12. INSURANCE

Form PW-16 as well as additional supporting documents can be found following this page.

FORM PW-16

LENNOX AND ATHENS SHUTTLE SERVICES (2011-PA005)

PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION

Diversified Transportation, LLC dba tectrans

Proposer's Name

6053 W Century Blvd, 9th Floor Los Angeles, CA 90045

Address

☒ **If awarded the contract: Proposer <u>will</u> comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Proposals, and Proposer <u>will</u> procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5 throughout the entire term of the proposed contract, without interruption or break in coverage.**

☐ **Proposer <u>will not</u> comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Proposals, and Proposer <u>will not</u> 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. <u>If you check this box, your proposal will be immediately disqualified as non-responsive.</u>**

Print Name: Dwight Brashear	Title: Executive Vice President, Business Development
Signature: Dwight Brashear	Date: 04/26/2011

AON

April 26, 2011

County of Los Angeles Department of Public Works
900 South Fremont Avenue
Alhambra, California 91803

To Whom It May Concern:

As an executive of Aon's Transportation Insurance practice, I want to offer my thoughts on the financial and ethical strength as well as the consistency of Tectran's business practices based on my experiences over the past several years.

Tectrans has one of the best executive teams we've worked with to date. They are hard working, professional and innovative in their approach to our portion of the business. They invest a substantial amount of time, money and effort in the risk management, safety and risk information systems areas to make Tectrans the safest fleet on the road. This philosophy starts at the top with the CEO and is pushed throughout the organization with vigor.

This approach allows us and Tectrans a wonderful relationship with the markets that handle the insurance for Tectrans. Payment plans are structured on a monthly basis and collateral for auto liability deductibles are not required due to the financial strength and stability, positive track record Tectrans has of timely payment, response to issues, and their approach to safety. They value relationships and in this case get value back from their insurance carriers and broker in return.

Aon also has a lengthy relationship with Tectran's owner, Huron Capital Partners. Our Merger's & Acquisitions team has worked with Huron for many years and considers them a top tier private equity firm and business owner. They continue to find the best talent in the country to run their portfolio companies and succeed in the industries where they invest.

Because of their conscientious approach to safety, service, financial structure, and business in general, Tectrans continues to grow and shine as one of our top public transportation clients. Please don't hesitate to give me a call if you need further information or detail on my thoughts regarding Tectrans.

Sincerely,

Todd Denton

Todd Denton
Director of Business Development
Vice President
Aon Transportation

Aon Risk Solutions
315 West 3rd Street, Little Rock, AR 72201
Tel: 800.541.8605 | Fax: 847.953.1800 | www.aon.com\trucking

13. Record Keeping

Please see the attached Tectrans payroll policies and procedures.

6.7 Payroll

Payroll Periods

Payroll is processed as outlined by each operating division. Please see list below:

- Weekly
- Bi-weekly
- Semi-monthly

Daily Approval of Payroll Hours on the EZ Labor System

6.7.1 Daily review and approval of payroll hours by the Supervisor is expected to reduce improper payroll reporting and increase Employee accountability. The Supervisor must check for short hours, unauthorized overtime, and other irregularities which may lead to improper over/under reporting of Employee hours.

- All Supervisors are required to review and approve payroll hours on the EZ Labor system and on dispatch logs on a DAILY basis and completed no later than the following business day.
- For Park-Outs and Remote Sites, the Employee is required to check in with Dispatch upon the beginning and ending of their shift, by radio. The Dispatcher's Log is then reconciled with the Operator's Trip Sheet and the final documentation of Employee hours is the Dispatch Log. The EZ Labor process for Park-Outs is required to be completed no later than two (2) business days following the activity.
- Supervisors not adhering to the Daily Approval of Payroll Hours on the EZ Labor System Policy are in violation of the policy and will be subject to disciplinary action up to and including termination.

Overtime

6.7.2 All requests for overtime must be preapproved by a Second Level Supervisor, or Management member at least one level above Employee's direct Supervisor.

- Supervisors approve overtime based on review of documentation such as a trip sheet and/or dispatch log with final review and responsibility of the Terminal Manager at the end of the pay period, prior to payroll processing.
- Check or payment requests for unauthorized overtime may be reviewed on a case by case basis at Management discretion.
- Any Employee who abuses the Overtime Policy may be subject to discipline up to and including termination.
- The Project Manager is required to keep overtime totals under five percent (5%).
- Overtime entries must be initialed/approved by a Second Level Supervisor.
- Reason for overtime and approved overtime amount must be documented.
- Overtime for the same driver each day is prohibited.

Payroll Processing

Policy Overview

To outline the process related to Employee new hire and status change paperwork, and establish Policy and Procedures for the approval of Employee hours and the processing of Employee pay checks.

General

1. A well-defined Payroll Policy and Procedure will greatly enhance our operational efficiency and profitability.
2. The Employee relationship is maintained and managed by the Terminal Managers/Supervisors within our Division/Terminal field offices. Only in rare or unusual circumstances will there be direct contact between the Employee and the Corporate Payroll Department.
3. An efficient and effective payroll process is based on the daily approval of Employee hours. Daily completion and analysis of wage to revenue spreadsheets or equivalent spreadsheets by the Terminal Managers is mandatory. Control over the Company labor force is maintained, and the accuracy of Employee payroll hours is greatly enhanced with daily management, review and analysis.
4. The primary responsibility for review and processing of Employee paperwork, (as defined below,) rests with the local Management in our Division / Terminal field offices. The key to the entire payroll process is the timely and accurate submittal of Employee new hire and status change paperwork and daily review, analysis and approval of non-exempt Employee hours.

Employee New Hire and Status Change Procedures

1. All Employee new hires and re-hires will receive a new hire information packet, (as assembled by the Human Resources Department). This packet contains various employment and enrollment forms and must be completed on the first day of employment prior to the start of training or work duties. The Terminal Manager is responsible for ensuring the accuracy and timeliness of the paperwork completion as well as the timely submittal to the Corporate Payroll Department. Divisional and Regional Management approval is required for all new hires and it is the Terminal Manager's responsibility to obtain the necessary approvals.
2. Changes to Employee records can only be accomplished by completing a Personnel Action Form (PAF) (*please refer to Tectrans Policies and Procedures – Human Resources/Forms*). The Terminal Manager is responsible for completing this form and obtaining the requisite Management approvals for pay rate changes and job classification changes prior to submittal to the Corporate Payroll Department, (see Employee New Hire and Status Change flowchart).

3. Employee related paperwork is to be submitted to the Human Resources Department via HR@tectrans.com. The Human Resources Administrator is responsible for assembling the Employee paperwork and submitting the information to the Payroll Administrator. The Payroll Administrators is also responsible for additions, deletions and changes to the web based time and attendance program, (as referenced below).
4. No new hires at any position or level, or pay rate changes over five percent (5%), (calculated on a cumulative TIM basis,) shall be processed to the payroll system without the approval of the Chief Operating Officer and review by Corporate. All requests must be documented on a Personnel Action Form (PAF). At no time shall the field / terminal office submit paperwork directly to the third party payroll processor.

Non-Exempt Payroll Hours Approval

1. The Company utilizes a web based time and attendance program that captures Employee activity via a bio-clock hand reader. Utilizing this hand reader system, non-exempt Employees are required to "punch" in and out at the beginning and end of their shift and also at the beginning and end of meal periods. The hours from the bio-clock system are posted to a secure website and are accessible for Supervisor review and approval. The Supervisor is required to approve their assigned Employees on a daily basis (see Non-Exempt Payroll Hours Approval flowchart).
2. Standardized Payroll Department numbers have been established within the Company to identify the wage category as well as the terminal profit center/contract. As part of the daily time and attendance approval process, the Supervisor is required to ensure that the actual hours worked are allocated to the appropriate department codes. Daily hours can be assigned to different departments, and a single day may include hours allocated to multiple departments.
3. In addition to profit center/contract, the hours for drivers and driver aides are assigned the route code for hours where actually worked. Routes are identified in the time and attendance program as contract codes. As part of the approval of hours, the Supervisor is required to ensure that the hours are allocated to the correct contract code (route) for where the hours were actually worked. Daily hours can be assigned to different contract codes (routes), and a single day may include hours allocated to multiple contract codes (routes).

Payroll Processing

1. At the end of each pay period, the Supervisors are required to notify the Division/Terminal Administrative Coordinator when they have completed their final review and approval of hours for that pay period. After review of the electronic timecards for approval verification, the Administrative Coordinator is responsible for notifying the Corporate Payroll Department via email at w-YI.QlL@tectrans.com that payroll is complete and also provide any additional worksheets as necessary. The Terminal Manager has the overall responsibility for ensuring the accuracy and timeliness of the payroll hours and the timely notification of the completed pay period to the Corporate Payroll Department.
2. Upon notification that payroll review and approval process is complete, the Corporate Payroll Administrator "locks" the pay period in the web-based time and attendance program so that no further changes can be made to the data, (hours). The Corporate Payroll Administrator then downloads the payroll data and submits the information electronically to the third party payroll processor. The payroll is then initially processed and a payroll edit report is generated and delivered back to the Payroll Administrator. Upon receipt of the edit report, the Payroll Administrator reconciles and reviews the report for errors, omissions and corrections. Upon satisfactory review, the Payroll Administrator notifies the third party payroll processor that the payroll is ready to be finalized.

Payroll Payment and Check Routing

1. The final payroll registers and invoices are generated by the processor and delivered to the Accounting Manager and Payroll Administrator.
2. After review and approval of the payroll invoices, the payment is initiated via ACH account transfer and the amounts are confirmed by the Accounting Manager and Corporate Controller.
3. Upon receipt of the wire transfer, the payroll processor submits the payroll checks and direct deposit stubs to the terminal locations via overnight delivery.
4. The Terminal Managers receive the package from the processor and distributes the checks to the Employees.

6.7.3 All rate changes must be processed using the Personnel Action Form and submitted to HR@tectrans.com for the required approval levels. Upon approval, the information is forwarded to the Payroll Administrator.

- Submitted forms must use an effective date of the First (1st) of the month or the Sixteenth (16th) of the month, following form completion date.
- For example, if the form is completed on October 5th, the effective date of the rate change must be October 16th.
- Retro rate changes require written approval from the Vice President of Bus Operations and must be posted to payroll@tectrans.com to the appropriate assigned division for processing and approval, if needed.

Direct Labor Positions (Operators and Aides)

- Supervisor must complete the Personnel Action Form, and obtain the approval of the department head and submit for processing.

Supervisory/Exempt Positions (Dispatch, Supervisors, Managers, Training, and Office Personnel)

- Supervisor/Managers must complete the Personnel Action Form, and obtain the approval of the department head and submit for processing.

Training Wages for New Employees

- A Personnel Action Form is required in order to initiate a change in pay for a new hire if in fact their rate of pay changes after their training and orientation.
- The rate change must be on a standard Personnel Action Form changing the rate from the training wage to the in-service wage rate.

All Personnel Action Forms must be effective at the beginning of the pay period.

14. FORMS

FORM PW-1

VERIFICATION OF PROPOSAL

DATE: April 27, 2011 | **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.

2. NAME OF SERVICE: Lennox and Athens Shuttle Service

DECLARANT INFORMATION

3. NAME OF DECLARANT: Dwight Brashear

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: Executive Vice President-Business Development

PROPOSER INFORMATION

6. Proposer's full legal name: Diversified Transportation LLC, dba Tectrans			Telephone No.: (310) 981-9500
Address: 6053 W Century Blvd, 9th Floor, Los Angeles, CA 90045			Fax No.: (310) 981-9501
e-mail: dbrashear@tectrans.com	County WebVen No.: 14631001	IRS No.: 20-4805447	Business License No.: 0002354112-0001-6
7. Proposer's fictitious business name(s) or dba(s) (if any): Tectrans			
County(s) of Registration: Los Angeles		State: CA	Year(s) became DBA: 2006

8. The Proposer's form of business entity is (CHECK ONLY ONE):

☐ Sole proprietor	Name of Proprietor:	
☐ A corporation:	Corporation's principal place of business:	
	State of incorporation:	Year incorporated:
☐ Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts	President/CEO:	
	Secretary:	
☐ A general partnership:	Names of partners:	
☐ A limited partnership:	Name of general partner:	
☐ A joint venture of:	Names of joint venturers:	
☒ A limited liability company:	Name of managing member: Michael Griffus	

9. The only persons or firms interested in this proposal as principals are the following:

Name(s) see attached list	Title	Phone	Fax
Street	City	State	Zip
Name(s)	Title	Phone	Fax
Street	City	State	Zip

10. Is your firm wholly or majority owned by, or a subsidiary of another firm? ☐ No ☒ Yes
If yes, name of parent firm: Tectrans, Inc.
State of incorporation/registration of parent firm: Delaware

11. Has your firm done business under any other name(s) within the last five years? ☐ No ☒ Yes If yes, please list the other name(s):
Name(s): Diversified Paratransit, Inc. Year of name change: 2006.
Name(s): _____ Year of name change: _____.

12. Is your firm involved in any pending acquisition or merger? ☒ No ☐ Yes
If yes, indicate the associated company's name: _____

13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final.

CHECK ONE:
☐ (a) I am making these representations and all representation contained in this proposal on my personal knowledge;
OR
☒ (b) I am making these representations all representation contained in this proposal based on information and belief that they are true.

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: Dwight Brashear | Date: 04/26/2011

Type name and title: Dwight Brashear, Executive Vice President Business Development

9. The only persons or firms interested in this proposal as principals are the following:

Michael Griffus	President and Chief Executive Officer	(310)981-9500	(310)981-9501
6053 W Century Blvd, 9th Floor	Los Angeles	CA	90045
Francis Homan	CFO, Treasurer and Secretary	(310)981-9500	(310)981-9501
6053 W Century Blvd, 9th Floor	Los Angeles	CA	90045
John Higgins	Vice-President and Assistant Secretary	(310)981-9500	(310)981-9501
6053 W Century Blvd, 9th Floor	Los Angeles	CA	90045
Jim Mahoney	Vice-President and Assistant Secretary	(310)981-9500	(310)981-9501
6053 W Century Blvd, 9th Floor	Los Angeles	CA	90045
Brian Demkowicz	Vice-President and Assistant Secretary	(310)981-9500	(310)981-9501
6053 W Century Blvd, 9th Floor	Los Angeles	CA	90045
John Busskohl	Chief Operating Officer	(310)981-9500	(310)981-9501
6053 W Century Blvd, 9th Floor	Los Angeles	CA	90045

FORM PW-2.1

SCHEDULE OF PRICES
FOR
LENNOX AND ATHENS SHUTTLE SERVICES (2011-PA005)

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

Item	Description	Hourly Rate	Estimated Annual Hours	Annual Price (Hourly Rate x Estimated Annual Hours)
1.	Rate for County-Owned Service Vehicle	$ 38.50 /Hour	5,860	$ 225,610.00
2.	Rate for Contractor-Provided Service Vehicle[1]	$ 38.50 /Hour	650	$ 25,025.00
	ESTIMATED TOTAL ANNUAL HOURS		6,510	
TOTAL PROPOSED ANNUAL PRICE				$ 250,635.00

LEGAL NAME OF PROPOSER: DIVERSIFIED TRANSPORTATION LLC

DIVERSIFIED TRANSPORTATION LLC, d.b.a. TECTRANS

SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL

Dwight Brashear

TITLE OF AUTHORIZED PERSON: EXECUTIVE VICE PRESIDENT, BUSINESS DEVELOPMENT

EXECUTIVE VICE PRESIDENT BUSINESS DEVELOPMENT

DATE: JULY 6, 2011	STATE CONTRACTOR'S LICENSE NUMBER	LICENSE TYPE
	N/A	N/A

PROPOSER'S ADDRESS: DIVERSIFIED TRANSPORTATION LLC DBA TECTRANS

6053 WEST CENTURY BLVD., NINTH FLOOR

LOS ANGELES, CA 90045

PHONE: 310-981-9500	FACSIMILE: 310-981-9501	E-MAIL: DBRASHEAR@TECTRANS.COM

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

FORM PW-3

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name: Diversified Transportation, LLC dba Tectrans		
Company Address: 6053 W. Century, Blvd, 9th Floor		
City: Los Angeles	State: CA	Zip Code: 90045
Telephone Number: (310) 981-9500		
(Type of Goods or Services): Fixed-route and Dial-a-Ride Shuttle service		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.

Part I: Jury Service Program Is Not Applicable to My Business

☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed $50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed $500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

☐ My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

Part II: Certification of Compliance

☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Dwight Brashear	Title: Executive Vice President Business Development
Signature: Dwight Brashear	Date: 04/26/2011

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: Lennox and Athens Shuttle Service
SERVICE BY PROPOSER Diversified Transportation, LLC dba Tectrans
PROPOSAL DATE: 04/26/2011

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

	2006	2007	2008	2009	2010	Total	Current Year to Date*
1. Number of contracts.	9	9	9	8	6	41	6
2. Total dollar amount of Contracts (in thousands of dollars).	6.3M	6.3M	6.3M	6.9M	6.1M	31.9M	1M
3. Number of fatalities.	0	0	0	0	0	0	0
4. Number of lost workday cases.	11	5	8	2	1	27	0
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.	0	0	0	0	0	0	0
6. Number of lost workdays.	926	723	838	184	180	2851	0

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

Dwight Brashear,
Executive Vice President, Business Development
Name of Proposer or Authorized Agent (print)

Dwight Brashear
Signature

04/26/2011
Date

*Through February 28, 2011 which is the most recent completed month

FORM Pvv-4.1

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 considerationby 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 accidients 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

		2006	2007	2008	2009	2010	Five-Year Average
1	Total Bus Revenue Miles	2,397,503	2,398,824	2,401,862	2,415,284	2,186,423	2,359,979
2	Total Number of NTD Reportable Accidents	0	0	0	0	1	.2
3	Total Number of Fatalities	0	0	0	0	0	0
4	Rate of Accidents/100,000 Bus Revenue Miles	0	0	0	0	.004	.0008
5	Rate of Fatalities/100,000 Bus Revenue Miles	0	0	0	0	0	0

The above information was complied 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.

Diversified Transportation, LLC dba Tectrans
Name of Proposer

Dwight Brack
Signature

6053 W Century Blvd, 9th Floor
Address

TCP0021312-Z
PUC Permit Number and Classification

Los Angeles, CA 90045
City Zip Code

310-981-9500
Telephone Number

FORM PW-5

CONFLICT OF INTEREST CERTIFICATION

I, Dwight Brashear

- ☐ sole owner
- ☐ general partner
- ☐ managing member
- ☒ President, Secretary, or other proper title) Executive Vice President Business Development

of Diversified Transportation, LLC dba Tectrans.

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 Dwight Brashear Date 04/26/2011

FORM PW-6

PROPOSER'S REFERENCE LIST

PROPOSER NAME: Diversified Transportation, LLC dba Tectrans

PROPOSED CONTRACT FOR: Lennox and Athens Shuttle

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. None.

SERVICE:	SERVICE DATES:
DEPT/ DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/ DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

Please see attached list

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

*List of all California contract references provided, out-of-state contract references can be provided upon request

Agency/Firm	Service	Start Date	Completion Date	Contact	Address	Telephone	Fax	E-mail
Anaheim Transportation Network, Anaheim CA	Metrolink Shuttle	7/1/2005	Evergreen	Diane Kotler	1280 South Anaheim Blvd, Anaheim, CA 92805	(714) 563-5287		dkotler@atnetwork.org
Bay Area Rapid Transit, San Francisco CA	Ticket sales/Call Center	3/1/1995	6/1/2012	Julie Yim	300 Lakeside Drive, 18th Floor, Oakland, CA 94612			
Burbank-Glendale-Pasadena Airport Authority, Burbank CA	Vehicle Maintenance Contract	2/15/2010	3/2/2012	Joyce Streator	2627 N. Hollywood Way - Burbank, CA 91505	(818) 840-8840		
Burkes Bus, San Francisco CA	Fixed Route	9/1/2009	9/1/2011	Gabrielle Layton	2310 Washington Street, San Francisco, CA 94115			
Cal Poly Pomona, Pomona CA	Fixed Route	9/22/2008	6/30/2011	Mike Biagi	3801 West Temple Avenue, Pomona, California 91768	(909) 869-4631		mpbiagi@csupomona.edu
City of Anahelm, CA	Senior Mobility Program	7/1/2008	6/11/2011	Lolly Garcia	200 S. Anaheim Blvd, Anaheim, CA 92805	(714) 765-5277		
City of Costa Mesa, CA	Senior Mobility Prog	9/1/2010	8/31/2011	Donna Theirault	77 Fair Drive, Costa Mesa, CA 92626	(714) 754-5636	(714) 754-5166	
City of La Habra, CA	Senior Mobility Prog/Dial-A-Ride	4/1/2008	3/31/2011	Josie Anderson	201 E. La Habra Blvd, La Habra, CA 90633	(562) 905-9700	(562) 905-9781	
City of Maywood, CA	Demand	5/31/2006	Evergreen	Carlos Fernado	4319 East Slauson Avenue, Maywood, California 90270	(323) 562-5700		
City of Monrovia, CA	Fixed Route Trolley + Transit	1/1/2010	9/30/2013	Craig Jiminez	415 South Ivy Avenue, Monrovia, CA 91016	(626) 932-5550		
City of Seal Beach, CA	Senior Mobility Program	9/13/2010	9/13/2013	Ernie Area	211 8th Street, Seal Beach, CA 90740	(562) 431-2527	(562) 493-9857	
City of Temple City, CA	Dial-A-Ride	2/1/2004	6/30/2011	Debbie Ingram	9701 Las Tunas Dr. Temple City, CA 91780	(626) 285-2171 x 2361	(626) 285-8192	
City of Yorba Linda, CA	Senior Mobility Program	8/1/2008	8/31/2011	Jeff Ruth	4845 Casa Loma Avenue, P.O. Box 87014, Yorba Linda, CA 92885	(714) 961-7160		jruth@@yorba-linda.org
Costa Mesa Senior Center, Costa Mesa CA	Dial-A-Ride/Medial Trans	10/1/2002	10/1/2012	Aviva Goelman	695 W. 19th Street, Costa Mesa, CA 92627	(949) 645-2356 x 20	(949) 645-4804	
County of Merced, CA	Dial-a-ride	10/1/2010	6/30/2015	Leon "Sandy" Teague	2222 M Street, Room 1, Merced, CA 95340	(209) 385-7690	(209) 725-3535	steague@co.merced.ca.us
CSU Long Beach, Long Beach CA	Shuttle	7/1/1994	6/30/2009	Mark Rudometkin	1250 Bellflower Blvd, Long Beach, CA 90840	(562) 985-7184	(562) 985-7488	mrudometkin@csulb.edu
CSU Dominguez Hills, Carson CA	Shuttle	8/30/2010	8/30/2011	Cynthia Hunter-Jones	1000 East Victoria Street, Carson, CA 90747	(310) 243-2893	(310) 516-3869	cjones@csudh.edu
CSU Northridge, Northridge CA	Shuttle	1/22/2010	1/23/2012	Astrid Logan	18111 Nordhoff Street, Northridge, CA 91330	(818) 677- 3946		astrid.logan@csun.edu
Department of Public Social Services, San Bernardino CA	Shuttle	7/1/2008	6/30/2011	Lisa Ordaz	150 S Lena Rd, San Bernardino, CA 92415-0515	(909) 388-0222		
Frank Lanterman Regional Center, CA	Regional Center Shuttle	7/19/2010	Evergreen	Karen Ingram	3303 Wilshire Boulevard, Suite 700, Los Angeles, CA 90010	(213) 383-1300 x 5694	(213) 387-4801	kingram@lanterman.org
Friends of Moreno Valley Senior Center, Moreno Valley CA	Curb-to-curb shuttle	8/24/2006	8/31/2011	Dorothy Grzeskowiak	25075 Fir Ave., Moreno Valley, CA 92553	(951) 413-3430		
Golden Gate Regional Center, San Francisco CA	Fixed Route	5/29/2007	6/30/2011	Lizette Gonzalez	4036 Adolfo Rd, Camarillo, CA 93012	(805) 529-7511 x 274		lizetteg@rdtsi.com
Harbor Regional Center, Torrance CA	ADA Paratransit	6/1/2009	6/30/2011	Colleen Mock	21231 Hawthorne Blvd, Torrance, CA 90503	(310) 543-0644		colleen.mock@harborrc.org
Heritage Park, Montclair CA	Fixed Route	2/1/2004	9/15/2014	Lory Klopfer	5205 San Bernardino Street, Montclair, CA 91763	(909) 891-3559		
LA DoT - CityRide, Los Angeles CA	Paratransit Service Coordinator/Back Office	9/1/2005	8/31/2011	Karl Derderian	200 North Spring St, Los Angeles, CA 90012	(213) 928-9741		kari.derderian@lacity.org
LOMCO, Long Beach CA	Shuttle	7/1/2007	Evergreen	JoStephaine Francisco	1224 E Wardlow Rd, Long Beach, CA 90807-4890	(562) 595-7567		
Long Beach Community College, Long Beach CA	Shuttle	1/22/2009	1/22/2012	Adam Nyssen	4901 East Carson Street, Long Beach CA 90808	(562) 938-5085		
Lynn Center, Pittsburg CA	Specialized Trasportation for children at risk or with disabilities	4/1/2007	Evergreen	Barbara Monroe	950 El Pueblo Drive, Pittsburg, CA 94565	(925) 439-7516		
Mt. San Antonio Gardens, Pomona CA	Fixed Route	2/1/2003	4/15/2014	Randy Stoll	1400 E Mission Blvd, Pomona, CA 91766	(909) 622-1316	(909) 622-3035	
North LA Regional Center, San Fernando CA	Fixed Route	2/1/2008	2/28/2013	Laura Moreno	5148 Commerce Avenue, Unit C, Moorpark, CA 93021	(805) 529-7511 x 277	(805) 529-2613	lauram@rdtsi.com

B. OTHER GOVERNMENTAL A IES AND PRIVATE COMPANIES

Agency/Firm	Service	Start Date	Completion Date	Contact	Address	Telephone	Fax	E-mail
North LA Regional Center, Santa Clarita CA	Fixed Route	9/1/2009	2/28/2013	Laura Moreno	5148 Commerce Avenue, Unit C, Moorpark, CA 93021	(805) 529-7511 x 277	(805) 529-2613	lauram@rdtsi.com
Orange County ARC, Anaheim CA	Paratransit	7/1/2010	6/30/2013	Joyce Hearn	225 W Carl Karcher Way, Anaheim, CA 92801	(714) 744-5301 x 101	(714) 744-5312	jhearn2001@yahoo.com
Playa Vista Parks, Playa Vista CA	Fixed Route	5/1/2010	4/30/2011	Dawn Suskin	6200 Playa Vista Drive, Playa Vista, CA 90094			
Pomona Valley Transportation Authority, Pomona CA	Management, Operations, Maintenance	12/18/2010	12/17/2013	George Sparks	2120 Foothill Boulevard, Suite 116, La Verne, CA 91750	(909) 596-7664		
Raytheon, El Segundo CA	Shuttle	4/1/2010	10/31/2011	John Doughtery	1921 Mariposa Ave, El Segundo, CA 90245	(310) 647-9186	(310) 616-1493	mike.keller@raytheon.com
Regional Center of East Bay, Concord CA	Fixed Route		Evergreen	Lora Corona	500 Davis St, Suite 100, San Leandro, CA 94577	(510) 618-6100	(510) 618-7700	
Regional Center of Orange County, Santa Ana CA	Paratransit	7/1/2007	6/30/2011	Janis White	1525 North Tustin Avenue, Santa Ana, CA 92705	(714) 796-5100	(714) 541-1915	
SCRRA/Metrolink, Los Angeles CA	Shuttle	6/28/2010	6/30/2014	Oscar Viramontes	700 S Flower St, 26th Floor, Los Angeles, CA 90017-4101	(909) 392-8463	(909) 596-9837	viramonteso@scrra.net
San Gabriel Pomona Regional Center, Pomona CA	Shuttle Bus Service	7/1/2004	6/30/2009	Ernie Cruz	761 Corporate Center Drive, CA 91768	(909) 620-7722	(909) 596-7399	glspvta@gmail.com
Star View Adolescent Center, Inc.	Shuttle	7/22/2010	6/30/2011	Kent Dunlap	4025 W 226th Street, Torrance, CA 90505	(310) 373-4556	(310) 373-2826	
TODA America, San Francisco CA	Fixed Route		Evergreen	Deborah Fox	5816 Corporate Ave, #160, Cypress, CA 90630	(714) 220-3141	(714) 220-1360	
Tri Counties Regional Center, Simi Valley CA	Fixed Route	5/1/2008	6/30/2011	Laura Moreno	5148 Commerce Avenue, Unit C, Moorpark, CA 93021	(805) 529-7511 x 277	(805) 529-2613	lauram@rdtsi.com
Veolia SF Paratransit Shopping Shuttle, San Francisco CA	Paratransit Shuttle	3/31/2011	6/31/2011	Marc Soto	68 12th Street, Suite 100, San Francisco, CA 94103-1297	(415) 351-7010		
Veolia Transportation Group Van, San Francisco CA	Group Van/DAAS paratransit	3/31/2011	3/31/2011	Marc Soto	68 12th Street, Suite 100, San Francisco, CA 94103-1297	(415) 351-7010		
Veolia Transportation Lift ADA, San Francisco CA	ADA Paratransit	3/31/2011	3/31/2011	Marc Soto	68 12th Street, Suite 100, San Francisco, CA 94103-1297	(415) 351-7010		
Veolia Transportation OOA Group Van, San Francisco CA	Group Van Paratransit	3/31/2011	3/31/2011	Marc Soto	68 12th Street, Suite 100, San Francisco, CA 94103-1297	(415) 351-7010		
Webcor Construction Inc, San Francisco CA	Fixed Route		6/30/2015	Brianne Low	951 Mariners Island Blvd, San Mateo, CA 94404	(650) 359-2727	(650) 524-7399	
Westside Regional, Culver City CA	ADA Paratransit	1/1/2009	Evergreen	Lidia Rosales	5901 Green Valley Circle, Ste 320, Culver City, CA 90230-6953	(310) 245-4045	(310) 649-1024	

FORM PW-7

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name	Diversified Transportation, LLC dba Tectrans
Address	6053 W Century Blvd, 9th Floor, Los Angeles, CA 90045
Internal Revenue Service Employer Identification Number	20-4805447

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 anti-discrimination 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.	☒ YES ☐ NO
2.	The proposer periodically conducts a self- analysis or utilization analysis of its work force.	☒ YES ☐ NO
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	☒ YES ☐ 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.	☒ YES ☐ NO

Proposer	Diversified Transportation, LLC dba Tectrans
Authorized representative	Dwight Brashear, Executive Vice President Business Development
Signature	Dwight Brashear
Date	04/26/2011

FORM PW-8

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

FORM PW-9

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: Diversified Transportation, LLC dba Tectrans

My County (WebVen) Vendor Number: 14631001

I. **LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:** n/a

☐ As Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission, 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 ☒ Corporation ☐ Nonprofit ☐ Franchise

☐ Other (Please Specify):

Total Number of Employees (including owners): 303

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	n/a	n/a	0	1	24	36
Hispanic/Latino	n/a	n/a	0	1	36	32
Asian or Pacific Islander	n/a	n/a	0	0	6	2
~~American Indian~~ Other	n/a	n/a	1	5	83	64
~~Filipino~~ 2 races	n/a	n/a	0	0	3	2
White	n/a	n/a	0	0	5	2

III. **PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed. 100% owned by Tectrans, Inc.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

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
n/a					

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:	Date:
Dwight Brashier	Executive Vice President Business Development	04/26/2011

FORM PW-10

GAIN and GROW EMPLOYMENT COMMITMENT

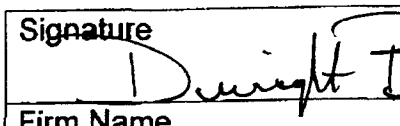
The undersigned:

☐ has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) and General Relief Opportunity for Work (GROW) employment programs.

OR

☒ declares a willingness to consider GAIN and GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and

declares a willingness to provide employed GAIN and GROW participants access to proposer's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

Signature 	Title Executive Vice President Business Development
Firm Name Diversified Transportation, LLC dba Tectrans	Date 04/26/2011

FORM PW-12

CHARITABLE CONTRIBUTIONS CERTIFICATION

Diversified Transportation, LLC dba Tectrans

Company Name

6053 W Century Blvd, 9th Floor, Los Angeles, CA 90045

Address

20-4805447

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 or Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.	(x)	( )
OR		
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.	( )	(x)

Signature

04/26/2011

Date

ight Brashear, Executive Vice President Business Development

Name and Title (please type or print)

FORM PW-13

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

COMPANY NAME: Diversified Transportation, LLC dba Tectrans		
COMPANY ADDRESS: 6053 W Century Blvd, 9th Floor		
CITY: Los Angeles	STATE: CA	ZIP CODE: 90045

☒ 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 non-profit 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; and

☐ 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: Dwight Brashear	TITLE: Executive Vice President Business Development
SIGNATURE: Dwight Brashear	DATE: 04/26/2011

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	*APPROVED*	*DISAPPROVED*	*DATE*

FORM PW-14

PROPOSER'S LIST OF TERMINATED CONTRACTS

PROPOSER'S NAME: Diversified Transportation, LLC dba Tectrans

☒ **Proposer has not had any contracts terminated in the past three years.**

Proposer must list all contracts that have been terminated within the past three years. Terminated contracts are those contracts terminated by an agency or firm before the contract's expiration date. If a contract(s) was terminated, please attach an explanation on a separate sheet, whether the termination was at the fault of the Proposer or not. Any and all terminated contracts should be accompanied with an explanation. It should be noted that contracts that naturally expired need not be listed. The County is only seeking information on contracts that were terminated prior to expiration.

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SIGNATURE Dwight Brasher **DATE:** 04/26/2011

FORM PW-15

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: Diversified Transportation, LLC dba Tectrans

☒ 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: Dwight Bruce **Date:** 04/26/2011

FORM PW-17

CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

The Proposer certifies that:

☑ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

-OR-

☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

_____

_____

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: Dwight Brashear	Title: Executive Vice President Business Development
Signature: Dwight Brashear	Date: 04/26/2011

FORM PW-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:

[X] 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
Dwight Brasher	Executive Vice President Business Development
Firm Name	**Date**
Diversified Transportation, LLC dba Tectrans	04/26/2011

LENNOX AND ATHENS SHUTTLE SERVICES (2011-PA005)

PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFP

PROPOSER MUST CHECK A BOX IN EVERY SECTION

At the time of proposal submission, Proposer must meet the following minimum requirements:

1. Proposer must have a minimum of three years experience providing the same or similar fixed route 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 support this minimum mandatory requirement).

No. of Years	Description of Service
60	Diversified Transportation, LLC and its predecessor company, Diversified Transportation, Inc. has been providing contracted fixed-route and paratransit services for more than 60 years.

☐ No. Proposer does not meet the experience requirement stated above. **If you check this box, your proposal will be immediately disqualified as non-responsive.**

2. Proposer's Project Manager must have a minimum of three years experience providing the same or similar fixed route services for governmental or social service agency(ies).

☒ Yes. Proposer's Project Manager 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 support this minimum mandatory requirement).

Name	No. of Years	Description
Robin Pete	20	Responsible for all Long Beach terminal transportation operations since 2008

☐ No. Proposer's Project Manager does not meet the experience requirement stated above. **If you check this box, your proposal will be immediately disqualified as non-responsive.**

Proposer's Maintenance Manager must have a minimum of three years' experience in maintaining similar fleets of transit vehicles.

☒ Yes. Proposer's Maintenance Manager 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 support this minimum mandatory requirement).

Name	No. of Years	Description
Moses Garcia	13	Experienced vehicle maintenance professional experienced in supervision of fleet vehicle maintenance

☐ No. Proposer's Maintenance Manager does not meet the experience requirement stated above. **If you check this box, your proposal will be immediately disqualified as non-responsive.**

4. Proposer has passed all California Highway Patrol (CHP) 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 recieved 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. **If you check this box, your proposal will be immediately disqualified as non-responsive.**

5. Proposer must provide a spare service vehicle(s) equipped with properly working air conditioning and wheelchair lift equipment in the event that any assigned vehicle breaks down. The spare vehicle(s) must meet or exceed the service vehicle requirements as set forth in Exhibit H, Minimum Required Contractor Vehicle Specifications or provide an affirmative statement that upon start of the contract, the spare vehicle(s) will comply with Exhibit H, Contractor-Provided Service Vehicle Requirements

☒ Yes. Proposer does meet the spare service vehicle(s) requirement stated above. (In addition to responding on this form, as specified in Part I, Section 2.A.9, Equipment, please provide a detailed narrative in your proposal to support this minimum mandatory requirement).

☐ Proposer does not meet the spare service vehicle(s) requirement stated above at present, but fully intends to comply if awarded the contract. This commitment is evident by Proposer's detailed plan which describes when and how the Proposer plans to meet the minimum required contractor vehicle requirements submitted in the proposal. (In addition to responding on this form, as specified in Part I, Section 2.A.9, Equipment, you must provide an affirmative statement that upon start of the contract, the spare vehicle(s) will comply with Exhibit H, Contractor-Provided Service Vehicle Requirements.)

☐ No. Proposer's does not meet the spare service vehicle(s) requirement stated above and does not intend to comply. **If you check this box, your proposal will be immediately disqualified as non-responsive.**

6. Proposer has submitted copies of the Proposer's, employees', and/or subcontractors' valid State of California Department of Motor Vehicles (DMV) Class B (with "P" endorsement) commercial driver's licenses as well as any other required licenses or endorsements required by Federal, State, and local regulations.

☒ Yes. Proposer has submitted copies of the Proposer's, employees', and/or subcontractors' valid State of California Department of Motor Vehicles (DMV) Class B (with "P" endorsement) commercial driver's licenses and copies of valid DMV Medical Examination Certificates as well as any other required licenses or endorsements required by Federal, State, and local regulations. (In addition to responding on this form, as specified in Part I, Section 2.A.11, Licenses and Certifications, please provide copies in your proposal to support this minimum mandatory requirement).

☐ No. Proposer **did not** submit copies of the Proposer's, employees', and/or subcontractors' valid State of California Department of Motor Vehicles (DMV) Class B (with "P" endorsement) commercial driver's licenses as well as any other required licenses or endorsements required by Federal, State, and local regulations. **If you check this box, your proposal will be immediately disqualified as non-responsive.**

I declare under penalty of perjury that the above information is true and accurate.

Proposer's Name: Diversified Transportation, LLC dba Tectrans	
Address: 6053 W Century Blvd, 9th Floor Los Angeles, CA 90045	
Authorized representative: Dwight Brashear, Executive Vice President, Business Development	
Signature:	Date: 04/26/2011

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

SAFETY COMPLIANCE REPORT/ TERMINAL RECORD UPDATE

CHP 343 (Rev. 10-00) OPI 062

NEW TERMINAL INFORMATION	CA NUMBER	FILE CODE NUMBER	COUNTY CODE
☑ Yes ☐ No	332536	205804	19 / LA

CARRIER TYPE	CODE	OTHER PROGRAM	LOCATION CODE	SUBAREA
BUS	T	B,G	530	S54

TERMINAL NAME: DIVERSIFIED TRANSPORTATION, LLC

TELEPHONE NUMBER (W/ AREA CODE): (562) 432-3233

STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE): 601 GOLDEN AVE., LONG BEACH, CA 90803

MAILING ADDRESS (NUMBER, STREET, CITY, ZIP CODE) (IF DIFFERENT FROM ABOVE): 1400 E MISSION BLVD., POMONA, CA 91766

LICENSE AND FLEET INFORMATION

HM LIC. NO.	HWT REG. NO.	IMS LIC. NO.	TRUCKS AND TYPES	TRAILERS AND TYPES	BUSES BY TYPE	DRIVERS
na	na	na	0	0	I- 102 II- 6	161
EXP. DATE	**EXP. DATE**	**EXP. DATE**	**REG. CT**	**HW VEHICLES**	**HW CONTAINERS**	**CSAT**
na	na	na	0	0	0	☐ Yes ☑ No

EMERGENCY CONTACTS (In Calling Order of Preference)

EMERGENCY CONTACT (NAME)	DAY TELEPHONE NUMBER (W/ AREA CODE)	NIGHT TELEPHONE NUMBER (W/ AREA CODE)
ROBIN PETE	(562) 901-2497	(562) 257-0486
SCOTT WILLIAMS	(562) 432-3233	(909) 957-0100

ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL FOR LAST YEAR [2007]

A	B	C	D	E	F	G	H	I
☐ UNDER 15,000	☐ 15,001 50,000	☐ 50,001 100,000	☐ 100,001 500,000	☑ 500,001 1,000,000	☐ 1,000,001 2,000,000	☐ 2,000,001 5,000,000	☐ 5,000,001 10,000,000	☐ MORE THAN 10,000,000

OPERATING AUTHORITIES

PUC	T- na	T- na	☑ TCP 21312 ☐ PSC na	☐ TCP na ☐ PSC na	US DOT: na
ICC	☐ MC na ☐ MX na	☐ MC na ☐ MX na	MCP ☐ Yes ☐ No ☑ N/A	REASON FOR INSPECTION: "PUC APPRAISAL/TERMINAL INSPECTION"	

INSPECTION FINDINGS

INSPECTION RATINGS: S=Satisfactory U=Unsatisfactory C=Conditional UR=Unrated N/A=Not Applicable

REQMTS	VIOL	MAINTENANCE PROGRAM	DRIVER RECORDS	REG. EQUIPMENT	HAZARDOUS MATERIALS	TERMINAL
MAINTENANCE PROGRAM	5	1 UR 2 U 3 4	1 UR 2 S 3 4	1 UR 2 S 3 4	1 na 2 na 3 na 4 na	1 UR 2 U 3 4
DRIVER RECORDS	3	No. 12 Time	No. 17 Time	No. 12 Time	Time N/A	Time In / Time Out
DRIVER HOURS		HAZARDOUS MATERIALS: ☑ No HM Transported ☐ No HM Violations Noted		CONTAINERS/TANKS: No. Time	VEHICLES PLACED OUT OF SERVICE: Vehicles 2 Units	
BRAKES	11					
LAMPS & SIGNALS	4					
CONNECTING DEVICES						
STEERING & SUSPENSION	17					
TIRES & WHEELS	1					
EQUIPMENT REQUIREMENTS	47					
CONTAINERS & TANKS						
HAZARDOUS MATERIALS						

REMARKS

See attached CHP 343-1 for findings and recommendations.

Carrier is required to notify the Department of any change of address or cessation of regulated activity at any terminal pursuant to section 13CCR 1233.5.
Carrier shall notify the department in writing of any change of address or cessation of regulated activities 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
Commercial Records Unit
P.O. Box 942898
Sacramento, Ca. 94298-0001

BIT	NON-BIT	FEE DUE	CHP 345	CHP 100D COL.	INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY)
☐ I ☐ R	☑	☐ Yes ☑ No	☑		Raytheon, Cal-State Long Beach University and 601 Golden Ave, Long Beach, CA

INSPECTED BY (NAME)	ID NUMBER	INSPECTION DATE(S)	SUSPENSE DATE
P Hosking	A7402	Variable Dates to 12/22/2008	☑ Auto ☐ None

MOTOR CARRIER CERTIFICATION

I hereby certify that all violations described hereon and recorded on the attached pages (2 through 17), 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	CARRIER REPRESENTATIVE'S SIGNATURE	DATE
UNSATISFACTORY	X Robin Pete	12/22/08

CARRIER REPRESENTATIVE'S PRINTED NAME	TITLE	DRIVER LICENSE NUMBER	STATE
ROBIN PETE	MANAGER	V0016101	Ca

Destroy Previous Editions

C343_e00.xls

The Motor Carrier Safety Unit of Southern Division has completed a terminal inspection of Diversified Transportation, LLC for the purpose of Public Utilities Commission for-hire passenger carrier approval.

VEHICLES –
Two of twelve vehicles inspected are placed out of service. One, of which, is considered to be of a long standing nature and one which the driver should have detected during his/her normal pre-trip daily inspection.
Additionally, it has been determined that Diversified Transportation, LLC permits the transportation of passengers, in buses under their control, with unsafe conditions.
Three prior safety compliance inspections for non-PUC operation dated 10-04-07, 02-05-08 and 11-12-08 performed by Motor Carrier Safety Unit personnel disclosed a consistent failure, on the carriers' behalf, to implement and maintain an effective maintenance program to ensure safe vehicle operation.

Violations of the inspected vehicles which, by their nature, should have been prevented, and/or detected and corrected under an acceptable vehicle maintenance program.

Supporting documents i.e., driver daily vehicle inspection reports, bus maintenance and safety inspection records utilized to confirm carriers' continued failure to comply with regulations contained in Vehicle Code and 13 CCR.

CHP 345, Notice to Carrier, was issued. The terminal inspection reports and the CHP 345, Notice to Carrier, were furnished to and signed by the carrier's representative.

13 CCR 1230(a) - The following vehicles were placed out of service for unsafe operating conditions and may not be operated on the highway until out of service defects are repaired:

Vehicle #	License #	Make	Reason
82273	8P03449	Ford	*Defective axle spring positioning assembly
26053	8G47202	Ford	** Flat tire

Out of service conditions appear to be of a long standing nature.
****** ***Within scope of the driver's daily inspection.***

13 CCR 1230(a) - Carrier permits the operation of vehicles in unsafe condition.

Vehicle #	License #	Make	Drivers remarks
26051	8G47217	Ford	*Transmission defective (bus dangerously lunges in gear)
26053	8G47202	Ford	*Front Brakes Gone (067759 miles)
26053			NO BRAKES!! (069070 miles)
37339	7X20032	Ford	*Front and rear tires need replaced
(Drivers daily's from 08-28-08 to 11-12-08)			Left front tire bald and a *hazard*
			Hazardly bald (2nd driver remarks)
			Left rear tire bolts loose (11-11, 12 -08)

****Drivers daily inspection reports indicate since 11-11-08 - bus a hazard, lunges forward when put into gear. On 11-19-08, Motor Carrier Safety personnel confirmed that bus # 26051 erratically lunges forward to the point of endangering any pedestrians in front of vehicle. Furthermore, previous inspection dated 10-01-08 for unit 26051 conducted by Motor Carrier Safety Unit personnel, disclosed numerous mechanical deficiencies, most of which had not been corrected at the time of this subsequent inspection.***

****Drivers daily inspection reports dated 10-14-08 and 10-22-08 indicate front brakes gone and NO BRAKES!! respectively. Carrier permitted this bus to operate and transport passengers for 9 days and/or 1,311 miles until repaired on 10-23-08.***

****Drivers daily inspection reports dated from 08-28-08 to 11-12-08, indicate tires need replacing to the point of being a hazard and loose lug nuts dated 11-11, 12-08. Carrier permitted this bus to operate and transport passengers for 2 ½ months period until repaired on 11-12-08.***

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
CONTINUATION
CHP 343-1 (REV 10-97) OPI 062

DATE	THIS IS A CONTINUATION OF
12/22/08	CHP 343

CARRIER NAME	CA NUMBER
DIVERSIFIED TRANSPORTATION, LLC	332536
ADDRESS	**FC NUMBER**
601 GOLDEN AVE., LONG BEACH, CA 90803	205804

REMARKS

13 CCR 1232(a) - Carrier's preventive maintenance program is not adequate to ensure vehicles are kept in safe and proper operating condition.
The conditions of the vehicles inspected during this inspection continue to indicate an inadequate preventive maintenance program.

13 CCR 1232(a) - Carrier does not ensure preventive maintenance inspections are being performed on vehicles assigned away from maintenance facility. Carrier shall ensure that regularly scheduled inspections and maintenance are performed when vehicles are away from the maintenance facility. Drivers daily vehicle inspection reports from the Raytheon and Cal State University of Long Beach facilities indicate that vehicles are exceeding preventive maintenance inspections and have numerous violations which should have been corrected during the regularly scheduled preventive maintenance inspection i.e., no brakes, bus lunges when put in gear, bald tires, low tire tread depths, buses stalling, wheelchair lifts inoperable, wheelchair interlock systems inoperative, emergency window latches broken etc.

CVC 34505 - Tour bus operator fails to require each tour bus to be inspected at least every 45 days, or more often if necessary to ensure safe operation. The following vehicles have exceeded the required 45 calendar days for preventive maintenance inspection:

Raytheon Buses

Bus #	Inspection Date	to	Inspection Date		Total Days	Total days exceeded
30354	01-22-2008	to	03-12-2008		> 45	**4 days**
"	09-01-2008	to	11-11-2008		> 45	**26 days**
14918	01-23-2008	to	03-11-2008		> 45	**3 days**
"	09-05-2008	to	10-27-2008		> 45	**6 days**
20258	01-23-2008	to	03-11-2008		> 45	**4 days**
"	09-05-2008	to	11-12-2008		> 45	**23 days**
37339	12-14-2007	to	03-13-2008		> 45	**44 days**
"	09-10-2008	to	11-11-2008		> 45	**24 days**

Cal-State University of Long Beach Buses

Bus #	Inspection Date	to	Inspection Date		Total Days	Total days exceeded
28245	01-15-2008	to	03-13-2008		> 45	**13 days**
15576	01-11-2008	to	03-07-2008		> 45	**16 days**
"	09-05-2008	to	10-24-2008		> 45	**4 days**
26051	01-15-2008	to	03-12-2008		> 45	**12 days**
"	09-08-2008	to	10-27-2008		> 45	**4 days**
26053	01-09-2008	to	03-11-2008		> 45	**16 days**
"	09-12-2008	to	11-11-2008		> 45	**15 days**

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
CONTINUATION
CHP 343-1 (REV 10-97) OPI 062

DATE	THIS IS A CONTINUATION OF
12/22/08	CHP 343

CARRIER NAME	CA NUMBER
DIVERSIFIED TRANSPORTATION, LLC	332536
ADDRESS	**FC NUMBER**
601 GOLDEN AVE., LONG BEACH, CA 90803	205804

REMARKS

13CCR 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.
Driver's daily vehicle condition reports found likely to affect the safe operation of motor vehicles as followed:

Date of driver's daily inspection	Bus Number	Remarks from driver
08-28-08 (Raytheon Contracted Bus)	**37339**	Front and rear tires need replaced, pulling left
09-04-08 " " "	37339	Front tire tread very low, emerg. latch broken
09-09-08 " " "	37339	Left front tire bald – no tread
09-10-08 " " "	37339	Left front tire is bald-*Hazardly bald (2nd driver)*
09-11-08 " " "	37339	Tire is bald and a hazard – potentially blow-out need immediate attention!!! Emerg. latch broke
10-09-08 " " "	37339	Bad Tires (3 total), emergency exit latch broke
10-02-08 " " "	37339	Outside tire very low tread
10-03-08 " " "	37339	Outside tire, tread under specs
10-05-08 " " "	37339	All tires need to be changed, bus needs serviced
10-10-08 " " "	37339	Emerg exit latch broken, tire needs replacing
10-14-08 " " "	37339	" " ", irregular wear-front tire
10-29-08 " " "	37339	All tires need to be changed, bus needs serviced
11-11-08 " " "	37339	Left rear tire bolts loose
11-12-08 " " "	37339	Left rear tire bolts loose,back tires need change
09-17-08 (Raytheon Contracted Bus)	**20258**	Front and rear tires need replacing
10-01-08 " " "	20258	Wheelchair interlock inop, clearance lights inop
10-03-08 " " "	20258	Gear shift sticks
10-08-08 " " "	20258	Wheelchair interlock inop, no lights- short
10-10-08 " " "	20258	Clearance lights out – 0630 hrs
10-15-08 " " "	20258	Wheelchair interlock inop, no clearance lamps
10-29-08 " " "	20258	Lights,interlock,horn,emerg latches don't work
11-06-08 " " "	20258	Emergency exits needs fix
09-05-08 (Raytheon Contracted Bus)	**14918**	Wheelchair interlock is malfunctioning
09-08-08	14918	" " " ", running lights inop.
10-10-08	14918	Needs maintenance, bus stalled twice
10-13-08 " " "	14918	Emergency exit latch broken, bus stalled 2 x's
10-15-08 " " "	14918	Bus cuts off
10-16-08 " " "	14918	Need oil change, new tires, bus cuts on and off

REMARKS

10-03-08 (Raytheon Contracted Bus)	**30354**	Right rear tires and 1 front tire need exchange
10-13-08 " " "	30354	2 front tires need exchanged, oil change due
10-14-08 " " "	30354	Bad tires (3 total), need maint. and oil change
10-15-08 " " "	30354	Tires need to be changed, need serviced
10-17-08 " " "	30354	Bus needs service-oil change, radio fixed, tires
10-31-08 " " "	30354	Bus needs serviced-oil changed, need tires
11-04-08 " " "	30354	Irregular tire wear, oil dirty, emerg. latch broke
11-05-08 " " "	30354	" " " " " " " "
11-07-08 " " "	30354	Tire wear,oil low, breaking makes squeak noise
11-10-08 " " "	30354	All tires need changing, check emerg. exit
10-14-08 (Long Beach Univ. Contracted)	**15576**	Piece at front of bus sticking and cutting students
10-14-08 " " " "	**08190**	Rough idle, Service brakes squeaking, hear ticking noise
10-14-08 (Long Beach Univ. Contracted)	**26053**	Front brakes gone
10-22-08 " " " "	26053	NO BRAKES!!

13CCR 1234(b) Carrier does not maintain records of the different types of vehicles and vehicle combinations each driver is capable of driving pursuant to 13 CCR 1229.

13CCR 1234(e) - Carrier does not require all drivers to submit a driver's daily vehicle condition report.
Carrier could not produce driver daily vehicle reports as requested:

Unit #	Dates
26053	10-02-08 to 10-09-08
	10-11-08 to 10-14-08

Note: Carrier could not produce additional requested driver daily inspection reports. Numerous original drivers daily inspection reports found on buses during the mechanical inspection at the Raytheon site which should have been submitted to carrier for review.

13CCR 1213(k)(1) - Driver fails to submit a copy(s) of his/her record of duty status to each motor carrier who uses the service of the driver during any 24-hour period in effect at the driver's home terminal. The record shall include all duty time for the entire 24-hour period, the name of each motor carrier served by the driver, the beginning and finishing time, including a.m. and p.m. worked for each carrier.
It has been determined that Diversified Transportation, LLC drivers are employed by other entities. This was confirmed by the DMV Teale system and telephonic confirmation with individual entities for the following drivers:

- **Larry Darnel Davie**
- **John Gregory Johnson Sr.**

13CCR 1213(k)(2) - Carrier fails to obtain the required information from drivers, used for the first time or intermittently. A motor carrier who uses a driver for the first time or intermittently shall obtain a signed statement giving the total time on duty during the immediate preceding seven days and the time at which the driver was last relieved from duty prior to working for the motor carrier.

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
CONTINUATION
CHP 343-1 (REV 10-97) OPI 062

DATE	THIS IS A CONTINUATION OF
12/22/08	CHP 343

CARRIER NAME	CA NUMBER
DIVERSIFIED TRANSPORTATION, LLC	332536
ADDRESS	**FC NUMBER**
601 GOLDEN AVE., LONG BEACH, CA 90803	205804

REMARKS

CARRIER IS RATED UNSATISFACTORY DUE TO:

MAINTENANCE PROGRAM:

Evidence continues to indicate an ineffective preventative maintenance program.

CARRIER IS DIRECTED TO:

- Implement a preventive maintenance program to ensure safe vehicle operation with required records for compliance with regulations contained in Vehicle Code and 13 CCR.
- Ensure a more frequent and/or thorough systematic inspection is done on vehicles under your control to ensure safe vehicle operation.
- Adhere to the required 45 day interval inspection with documentation of inspection date for each bus under your control to meet Vehicle Code requirements.
- This inspection shall include, but not be limited to, all of the following:
  Brake adjustment.
  Brake system components and leaks.
  Steering and suspension systems.
  Tires and wheels.
- Carrier shall ensure that regularly scheduled inspections and maintenance are performed when vehicles are away from the maintenance facility within their 45-day interval inspection.
- Correct out of service items, detected this inspection, prior to placing vehicles on public roadway. All other deficiencies, noted this inspection, required to be corrected in a prompt manner.
- Ensure all drivers, prior to operation, inspect each vehicle daily to ascertain that it is in safe condition, it is equipped as required by all provisions of law, and all equipment is in good working order.
- Carriers shall have drivers submit daily vehicle condition reports on a daily basis when bus is used.
- Ensure that noted defects on drivers daily vehicle inspections are corrected promptly. If out of service items exist, the vehicle shall be deemed unserviceable and corrected prior to transporting any passengers.
- Ensure that driver daily inspection reports are kept for 90 day retention period for each bus under carriers' control.
- Ensure that duty status records are received and retained for drivers which have secondary employment in order to monitor and comply with hours of service regulations.
- Motor carriers shall maintain a record of the different types of vehicles a driver is capable of safely operating on a highway unsupervised.

CONSEQUENCES:

Possible denial, suspension/revocation of carriers' operating authority # PSG0021312 by the Public Utilities Commission (PUC) and/or administrative action by this Department.
If a recommendation has been forwarded to the PUC, no reinspection will be requested until requested by the PUC. Otherwise, A reinspection will be conducted within 120 days of the date of the inspection. The California Highway Patrol will attempt to contact your company within the 120 day period to schedule the reinspection. It is the motor carrier's responsibility, however, to ensure that the vehicles and all required records are made available for the reinspection, and that the reinspection is conducted within the allotted time frame. Failure to pass a reinspection, further enforcement action deemed necessary will be initiated by the California Highway Patrol.

The following hand-outs given to carrier:
CHP 108 - Provided to assist in inspection, maintenance, and repair documentation.
CHP 800 -Terminal manager's checklist
Sample form for intermittent drivers for duty status
Sample form of driver proficiency

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

VEHICLE/EQUIPMENT INSPECTION REPORT
MOTOR CARRIER SAFETY OPERATIONS
CHP 343A (Rev 4-91) OPI 062

CARRIER (NAME OR TERMINAL FILE CONTROL NUMBER): DIVERSIFIED TRANSPORTATION, LLC

INSPECTION ADDRESS: RAYTHEON FACILTY

CITY OR COUNTY: LONG BEACH, CA 90803

DATE: 11-17-08

	MAKE 05	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL
BUS	FORD	14918	7T14736	1FDXE45S55HA14918	89862	G
	MAKE	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL

TANK/CONTAINER MAKE	SPEC./TYPE	SERIAL NUMBER/UNIT NUMBER	CT NUMBER	VRS ☐ Certified ☐ Test witnessed
	TYPE I	22 + 1W/C PASS		

CERTIFICATE TYPE	CERTIFICATE NUMBER	DATE ISSUED	REINSPECTION DATE	ODOMETER

Remarks

CVC 26453 – Brake master cylinder leaking fluid (No evidence of leakage upon full brake application)

CCR 1232(a) – Left side sway bar bushing worn

CCR 1232(a) – Axle 2, left and right side front spring eye bushings worn

CCR 1232(a) – Battery relay mount bolt missing

CCR 1232(a) – Right side of bus has body damage which is protruding sharp edges

CCR 1232(a) – Right vertical stanchion bar loose at top mount

NOTE: UNABLE TO INSPECT WHEELCHAIR LIFT SYSTEM DUE TO LOCKED DOOR WITH NO ACCESS (BUS DESIGNATED TO RAYTHEON)

	MAKE	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL
BUS	FORD	30354	7T14735	1FDXE45SX5HA30354	101780	G
	MAKE	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL

TANK/CONTAINER MAKE	SPEC./TYPE	SERIAL NUMBER/UNIT NUMBER	CT NUMBER	VRS ☐ Certified ☐ Test witnessed
	TYPE I	22 + 1 W/C Pass		

CERTIFICATE TYPE	CERTIFICATE NUMBER	DATE ISSUED	REINSPECTION DATE	ODOMETER

Remarks

CVC 26453 – Parking brake required adjustment

CCR 1232(a) – Axle 2, left and right side spring eye bushings worn

CCR 1232(a) – Left side emergency exit latch broken and protruding sharp edges

NOTE: UNABLE TO INSPECT WHEELCHAIR LIFT SYSTEM DUE TO LOCKED DOOR WITH NO ACCESS (BUS DESIGNATED TO RAYTHEON)

INSPECTED BY: P Hosking

I.D. NUMBER: A7402

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

VEHICLE/EQUIPMENT INSPECTION REPORT

MOTOR CARRIER SAFETY OPERATIONS

CHP 343A (Rev 4-91) OPI 062

CARRIER (NAME OR TERMINAL FILE CONTROL NUMBER): DIVERSIFIED TRANSPORTATION, LLC

INSPECTION ADDRESS: RAYTHEON FACILTY

CITY OR COUNTY: LONG BEACH, CA 90803

DATE: 11-17-08

	MAKE 05	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL
BUS	FORD	20258	7X20031	1FDXE45S66HA20258	88911	G
	MAKE	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL

TANK/CONTAINER MAKE	SPEC./TYPE	SERIAL NUMBER/UNIT NUMBER	CT NUMBER	VRS ☐ Certified ☐ Test witnessed
	TYPE I	22 PASS w/c		
CERTIFICATE TYPE	CERTIFICATE NUMBER	DATE ISSUED	REINSPECTION DATE	ODOMETER

Remarks

CVC 26453 – Parking brake required adjustment

CCR 1232(a) – Right side steering tie rod end joint worn (no hand movement exceeding 1/8")

CCR 1232(a) – Steering drag link ball joint worn (no hand movement exceeding 1/8")

CCR 1232(a) – Axle 1, left and right side sway bar bushings worn

CCR 1232(a) – Left rear seat back defective (unable to lock into position)

CCR 1232(a) – Left side stanchion bar loose at mount

CCR 1232(d) – Loose items at rear of bus

CCR 1248 – Battery not secured

CCR 1262(f)(2) – Unable to open right side emergency exit window

	MAKE 05	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL
BUS	FORD	37339	7X20032	1FDXE45S36HA37339	95518	G
	MAKE	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL

TANK/CONTAINER MAKE	SPEC./TYPE	SERIAL NUMBER/UNIT NUMBER	CT NUMBER	VRS ☐ Certified ☐ Test witnessed
	TYPE I	22 + 1 W/C Pass		
CERTIFICATE TYPE	CERTIFICATE NUMBER	DATE ISSUED	REINSPECTION DATE	ODOMETER

Remarks

CVC 34507.5 – CA # required to be displayed on right side

CCR 1232(a) – Right side motor mount rubber isolator torn

CCR 1232(d) – Loose items at rear of bus

NOTE: UNABLE TO INSPECT WHEELCHAIR LIFT SYSTEM DUE TO LOCKED DOOR WITH NO ACCESS (BUS DESIGNATED TO RAYTHEON)

INSPECTED BY: P Hosking

I.D. NUMBER: A7402

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

VEHICLE/EQUIPMENT INSPECTION REPORT

MOTOR CARRIER SAFETY OPERATIONS

CHP 343A (Rev 4-91) OPI 062

CARRIER (NAME OR TERMINAL FILE CONTROL NUMBER): DIVERSIFIED TRANSPORTATION, LLC

INSPECTION ADDRESS: CSULB

CITY OR COUNTY: LONG BEACH, CA 90803

DATE: 11-17-08

	MAKE	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL
BUS	06 FORD	26053	8G47202	1FDWE45F23HA26053	72128	G
	MAKE	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL

TANK/CONTAINER MAKE	SPEC./TYPE	SERIAL NUMBER/UNIT NUMBER	CT NUMBER	VRS ☐ Certified ☐ Test witnessed
	TYPE I	20 PASS		

CERTIFICATE TYPE	CERTIFICATE NUMBER	DATE ISSUED	REINSPECTION DATE	ODOMETER

Remarks

CVC 24002(a) – Axle 2, left inside tire flat ***Out-of-Service***

CVC 27155 – Fuel tank cap required

CVC 26453 – Parking brake required adjustment

CVC 24252(a) – Right rear side-marker lamp inoperative

CCR 1269(3) – Emergency exit operating instructions deteriorated

CCR 1232(a) – Right side motor mount rubber isolator torn

CCR 1232(a) – Axle 2, right side leaf springs mis-aligned

CCR 1232(a) – 1 of 2 wheelchair lift cylinders leaking hydraulic fluid

CCR 1232(d) – Interior of bus dirty

	MAKE	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL
BUS	06 FORD	15576	8G85521	1FDXE45S6DB15576	52055	G
	MAKE	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL

TANK/CONTAINER MAKE	SPEC./TYPE	SERIAL NUMBER/UNIT NUMBER	CT NUMBER	VRS ☐ Certified ☐ Test witnessed
	TYPE I	20 PASS		

CERTIFICATE TYPE	CERTIFICATE NUMBER	DATE ISSUED	REINSPECTION DATE	ODOMETER

Remarks

CVC 26453 – Parking brake required adjustment

CCR 1232(a) – Right side sway bar bushing worn

CCR 1232(a) – Axle 1 & 2, left and right side spring eye bushings worn

CCR 1232 (a) – Wheelchair lift will not remotely deploy

CCR 1232(a) – 1 of 2 wheelchair lift cylinders leaking hydraulic fluid

CCR 1232(a) – Driver side visor missing positioning clasp

CCR 1232(d) – Interior of bus dirty

ECTED BY: P Hosking

I.D. NUMBER: A7402

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

VEHICLE/EQUIPMENT INSPECTION REPORT
MOTOR CARRIER SAFETY OPERATIONS
CHP 343A (Rev 4-91) OPI 062

CARRIER (NAME OR TERMINAL FILE CONTROL NUMBER): DIVERSIFIED TRANSPORTATION, LLC

INSPECTION ADDRESS: 601 GOLDEN AVE.

CITY OR COUNTY: LONG BEACH, CA 90803

DATE: 11-19-08

	MAKE 03	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL
BUS	FORD	08171	7J00284	1FDXE45S44HA08171	157418	G
	MAKE	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL

TANK/CONTAINER MAKE	SPEC./TYPE	SERIAL NUMBER/UNIT NUMBER	CT NUMBER	VRS ☐ Certified ☐ Test witnessed
	TYPE I	20 + 2W/C Pass		

CERTIFICATE TYPE	CERTIFICATE NUMBER	DATE ISSUED	REINSPECTION DATE	ODOMETER

Remarks

CVC 24002(a) – Brake master cylinder leaking fluid (No evidence of leakage upon full brake application)

CVC 26453 – Parking brake required adjustment

CVC 24607(b) – Right rear reflector required

CCR 1232(a) – Parking brake housing wet with transmission fluid

CCR 1232(a) – Axle 2, left and right side front spring eye bushings worn

CCR 1232(a) – Gear shift indicator inoperative

CCR 1232(a) – Right rear bumper and body damage protruding sharp edges

CCR 1293(f)(3)(A) - Wheelchair securement straps are not secured while not in use. Webbed belts must be retracted or removed when not in use.

	MAKE 03	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL
BUS	FORD	82273	8P03449	1FDXE45SX3HA82273	Inoperative	G
	MAKE	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL

TANK/CONTAINER MAKE	SPEC./TYPE	SERIAL NUMBER/UNIT NUMBER	CT NUMBER	VRS ☐ Certified ☐ Test witnessed
	TYPE I	14 + 4W/C Pass		

CERTIFICATE TYPE	CERTIFICATE NUMBER	DATE ISSUED	REINSPECTION DATE	ODOMETER

Remarks

CVC 24002(a) – Axle 2, right rear load bearing spring assembly shifted and separated from normal position
Out-of-Service

CVC 24607(b) – Left and right rear reflector required

CCR 1232(a) – Gear shift indicator inoperative

CCR 1232(a) – 1 of 4 wheelchair lift floor mount bolts loose

CCR 1232(a) – Odometer inoperative

Note: Rear emergency exit locked

.CTED BY: **P Hosking**

I.D. NUMBER: **A7402**

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

VEHICLE/EQUIPMENT INSPECTION REPORT

MOTOR CARRIER SAFETY OPERATIONS

CHP 343A (Rev 4-91) OPI 062

CARRIER (NAME OR TERMINAL FILE CONTROL NUMBER): DIVERSIFIED TRANSPORTATION, LLC

INSPECTION ADDRESS: 601 GOLDEN AVE.

CITY OR COUNTY: LONG BEACH, CA 90803

DATE: 10-19-08

	MAKE 03	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL
BUS	FORD	08170	7J00315	1FDXE45S24HA08170	162872	G
	MAKE	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL

TANK/CONTAINER MAKE	SPEC./TYPE	SERIAL NUMBER/UNIT NUMBER	CT NUMBER	VRS	
	TYPE I	22 PASS w/c		☐ Certified	☐ Test witnessed

CERTIFICATE TYPE	CERTIFICATE NUMBER	DATE ISSUED	REINSPECTION DATE	ODOMETER

Remarks

CVC 26453 – Brake master cylinder leaking fluid (No evidence of leakage upon full brake application)

CVC 24607(b) – Left and right rear reflectors required

CCR 1232(a) – Steering drag link joint worn (no hand movement exceeding 1/8")

CCR 1232(a) – Left and right steering tie rod ends worn (no hand movement exceeding 1/8")

CCR 1232(a) – Axle 2, left and right side front spring eye bushings worn

CCR 1232(a) – Left side, # 5 seat back defective (unable to lock into position)

CCR 1232(a) – 2 of 4 wheelchair lift floor mount bolts loose

CCR 1232(a) – Negative battery cable loose on terminal

					☐	☐

Remarks

CCR 1232(d) – Interior of bus dirty

CCR 1248 – Battery required to be secured

CCR 1269.1(a)(5)(A) – Wheelchair lift control interlock inoperative

ECTED BY

P Hosking

I.D. NUMBER

A7402

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DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

VEHICLE/EQUIPMENT INSPECTION REPORT
MOTOR CARRIER SAFETY OPERATIONS
CHP 343A (Rev 4-91) OPI 062

CARRIER (NAME OR TERMINAL FILE CONTROL NUMBER): DIVERSIFIED TRANSPORTATION, LLC

INSPECTION ADDRESS: 601 GOLDEN AVE.

CITY OR COUNTY: LONG BEACH, CA 90803

DATE: 10-19-08

	MAKE	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL
BUS	05 FORD	91618	7T15108	1FDXE45564HA91618	71936	G
	MAKE	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL

TANK/CONTAINER MAKE	SPEC./TYPE	SERIAL NUMBER/UNIT NUMBER	CT NUMBER	VRS	Test
	TYPE I	18 PASS w/c		☐ Certified	☐ witnessed

CERTIFICATE TYPE	CERTIFICATE NUMBER	DATE ISSUED	REINSPECTION DATE	ODOMETER

Remarks

CCR 1269.1(a)(5)(A) – Wheelchair lift control interlock inoperative (Corrected)

CCR 1232(a) – Left and right side wheelchair cylinders excessively leaking hydraulic fluid

CCR 1232(a) – Wheelchair lift cable sheathing to handheld remote damaged

CCR 1232(a) – Right outside mirror loose at bottom mount to body

CCR 1232(d) – Interior of bus dirty

	MAKE	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL
BUS	06 FORD	28245	8G47244	1FDXE45S16DB28245	55894	G
	MAKE	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL

TANK/CONTAINER MAKE	SPEC./TYPE	SERIAL NUMBER/UNIT NUMBER	CT NUMBER	VRS	Test
	TYPE I	22 PASS w/c		☐ Certified	☐ witnessed

CERTIFICATE TYPE	CERTIFICATE NUMBER	DATE ISSUED	REINSPECTION DATE	ODOMETER

Remarks

CVC 26453 – Parking brake required adjustment

CCR 1232(a) – Axle 2, left and right side axle seals leaking and contamination near brake components

CCR 1232(a) – Left and right side wheelchair cylinders leaking hydraulic fluid

CCR 1232(a) – Entrance door weather-stripping not secured to door frame

CCR 1232(d) – Interior of bus dirty

INSPECTED BY: P Hosking

I.D. NUMBER: A7402

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

VEHICLE/EQUIPMENT INSPECTION REPORT

MOTOR CARRIER SAFETY OPERATIONS

CHP 343A (Rev 4-91) OPI 062

CARRIER (NAME OR TERMINAL FILE CONTROL NUMBER): DIVERSIFIED TRANSPORTATION, LLC

INSPECTION ADDRESS: 601 GOLDEN AVE.

CITY OR COUNTY: LONG BEACH, CA 90803

DATE: 11-19-08

	MAKE	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL
BUS	06 FORD	26051	8G47217	1FDXE45S06DB26051	72746	G
	MAKE	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL

TANK/CONTAINER MAKE	SPEC./TYPE	SERIAL NUMBER/UNIT NUMBER	CT NUMBER	VRS ☐ Certified ☐ Test witnessed
	TYPE I	22 Pass w/c		

CERTIFICATE TYPE	CERTIFICATE NUMBER	DATE ISSUED	REINSPECTION DATE	ODOMETER

Remarks

CVC 24002(a) – While placing vehicle in drive, bus lunges forward dramatically – while placing gear shift in the parked position, bus rolls forward (transmission has loud clunking sounds when switching from reverse to drive positions. Also, driver daily inspections since 11-11-08 noting that lunging issue is a *hazard*)

Out-of-Service

CVC 26453 – Parking brake required adjustment

CVC 34507.5(b) – CA # required to displayed on right side of bus

CCR 1232(a) – Steering drag link joint worn (no hand movement exceeding 1/8")

CCR 1232(a) – Left and right steering tie rod ends worn (no hand movement exceeding 1/8")

CCR 1232(a) – Axle 2, right side leaf springs mis-aligned (wearing into rear hanger)

					☐	☐

Remarks

CCR 1232(a) – Rear exhaust tailpipe secured with bailing wire

CCR 1232(a) – Wheelchair lift handrail mount bolts loose

CCR 1232(d) – Interior of bus dirty

NOTE: ABOVE BUS INSPECTED BY THIS DEPARTMENT ON 10-01-08 AND SIX VIOLATIONS STILL EXIST DURING THIS INSPECTION.

ECTED BY: P Hosking

I.D. NUMBER: A7402

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

NOTICE TO CARRIER

CHP 345 (REV 10-97) OPI 062

INSPECTION DATE: 12/22/08

TERMINAL NAME	CARRIER NAME (IF DIFFERENT)
DIVERSIFIED TRANSPORTATION, LLC	
ADDRESS	**PRINCIPAL (OWNERSHIP)**
601 GOLDEN AVE., LONG BEACH, CA 90803	CRAIG SMEDMAN

The ☐ motor carrier ☑ terminal named above was inspected this date and has been rated UNSATISFACTORY. This is the 1st consecutive unsatisfactory rating. As indicated on the accompanying Carrier Inspection/Safety Compliance Report, the principal area of noncompliance are: *(Carrier is to initial spaces beside each box checked.)*

RP ☑ Maintenance Program/Records ____ ☐ Pull Notice Program ____ ☐ Hazardous Materials

____ ☐ Driver Records/Hours of Service ____ ☐ Vehicles/Tanks/Containers ____ ☐ Drug & Alcohol Test Program

____ ☐ Other: _____

You are advised that:

RP ☑ Failure to correct the noted deficiencies and to upgrade compliance to satisfactory before the next inspection (see below) may result in action number(s) 1,4,5 below by the department.

____ ☐ As a result of the inspection findings indicated above, this Department will initiate action number(s) _____ below without further notice. You may, within 5 calendar days of this notice, request a review of the inspection findings and the action(s) to be taken. To request a prompt and impartial review by the Division Special Services Commander, contact _____ Division at _____.

RP ☑ 1. A recommendation to the ☐ Department of Motor Vehicles (DMV) to suspend or revoke your motor carrier of property permit _____ ☑ Public Utilities Commission (PUC) to deny, suspend, or revoke your ☑ operating authority TCP21312 or ☐ private carrier of passengers registration _____ Carrier is placed on notice that the DMV/PUC will deny or suspend its permit, operating authority, or private carrier of passengers registration on receipt of a written recommendation from the CHP, without further notice to the carrier. The DMV/PUC may therefore revoke the carrier's permit, operating authority, or private carrier of passengers registration.

____ ☐ 2. A recommendation to the Department of Toxic Substances Control for administrative action, to include possible suspension, denial, revocation or assessment of significant monetary penalties regarding Hazardous Waste Transporter Registration, Number _____.

____ ☐ 3. Suspension or revocation of your ☐ Hazardous Materials Transportation License, Number _____ ☐ Inspection and Maintenance Station License Number _____.

RP ☑ 4. A complaint being filed with the District Attorney's office for prosecution. (A criminal or civil action may follow.)

RP ☑ 5. Other: ADMINISTRATIVE ACTION

RP ☑ A reinspection is ☑ required in 120 days(s) ☐ tentatively scheduled in _____ days(s).

____ ☐ Pursuant to Vehicle Code Section 34501.12(h), a BIT reinspection fee of ($ _____) must be submitted to the CHP within 60 days of the unsatisfactory rating.

____ ☐ After a recommendation has been forwarded to the DMV/PUC, no reinspection will be conducted until requested by the DMV/PUC.

If you desire further information concerning this notice, you may telephone the Southern Division Motor Carrier Safety Unit at: (323) 644-9557.

I acknowledge receipt and understanding of the above notice.

SIGNATURE	TITLE	
X Robin Pete	MANAGER	
NAME (PRINTED)	**CALIFORNIA DRIVER LICENSE NUMBER**	**DATE**
ROBIN PETE	U0016101	12/22/2008
ISSUED BY		**I.D. NUMBER**
P Hosking		A7402

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STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

CARRIER INSPECTION
CHP 343D (Rev. 2-99) OPI 062

☐ This report contains CONFIDENTIAL pages.

CARRIER NAME	CA NUMBER	LOC. CODE	SUBAREA
VERSIFIED TRANSPORTATION, LLC	332536	530	S54

STREET ADDRESS, CITY, STATE, ZIP CODE	PHONE NUMBER	DATE	
601 GOLDEN AVENUE, LONG BEACH, CA 90803	(562) 432-3233	12/17/08	
CARRIER REPRESENTATIVE	**TITLE**	**TIME IN**	**TIME OUT**
ROBIN PETE	MANAGER		
INSPECTION LOCATION *(IF OTHER THAN THE CARRIER'S PRINCIPAL PLACE OF BUSINESS)*	**U.S. DOT NUMBER**	**MC NUMBER**	

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

Controlled Substance and Alcohol Testing Program Compliance

For the purpose of determining compliance with the Controlled Substance and Alcohol Testing Program. The carrier representative states that the records are maintained at the following location.

Carrier Name: Diversified Transportation, LLC

Address: 1400 E Mission Blvd.

City: Pomona, CA 91766

Phone: (909) 622-1316

Carrier representative's name: Todd Baker

As a result of the inspection noted above, this carrier was assigned a compliance rating of N/A. This rating applies only to carrier requirements - Terminals are rated separately.

RATING HISTORY	NUMBER OF RECORDS INSPECTED	NUMBER OF VIOLATIONS	CHP 345 ISSUED	SUSPENSE DATE	CHP 1000 COLUMN NO.
1 n/a 2 n/a 3 n/a 4 n/a	N/A	N/A	☐	☐ Auto ☐ None	
INSPECTED BY *(NAME)*			**ID NUMBER**		**CARRIER TYPE**
P Hosking			A7402		☐ Truck ☑ 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	TITLE	DRIVER LICENSE NUMBER AND STATE
BIN PETE	MANAGER	
CARRIER REPRESENTATIVE'S SIGNATURE	**CURRENT CARRIER RATING**	**DATE**
	N/A	12/22/08

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

SAFETY COMPLIANCE REPORT/ TERMINAL RECORD UPDATE

CHP 343 (Rev. 10-00) OPI 062

NEW TERMINAL INFORMATION	CA NUMBER	FILE CODE NUMBER	COUNTY CODE
☑ Yes ☐ No	332536	205804	19

CARRIER TYPE	CODE	OTHER PROGRAM	LOCATION CODE	SUBAREA
BUS	B	T,G	530	S54

TERMINAL NAME: DIVERSIFIED TRANSPORTATION, LLC
TELEPHONE NUMBER (W/ AREA CODE): (562) 432-3233

STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE): 601 GOLDEN AVE LONG BEACH, CA 90803

MAILING ADDRESS (NUMBER, STREET, CITY, ZIP CODE) (IF DIFFERENT FROM ABOVE): 1400 E MISSION BLVD POMONA, CA 91766

LICENSE AND FLEET INFORMATION

HM LIC. NO.	HWT REG. NO.	IMS LIC. NO.	TRUCKS AND TYPES	TRAILERS AND TYPES	BUSES BY TYPE	DRIVERS
					I- 102 II- 6	161
EXP. DATE	**EXP. DATE**	**EXP. DATE**	**REG. CT**	**HW VEHICLES**	**HW CONTAINERS**	**CSAT**
						☐ Yes ☑ No

EMERGENCY CONTACTS (in Calling Order of Preference)

EMERGENCY CONTACT (NAME)	DAY TELEPHONE NUMBER (W/ AREA CODE)	NIGHT TELEPHONE NUMBER (W/ AREA CODE)
ROBIN PETE	(562) 901-2497	(562) 257-0486
SCOTT WILLIAMS	(562) 432-3233	(909) 957-0100

ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL FOR LAST YEAR [2008]

A	B	C	D	E	F	G	H	I
☐ UNDER 15,000	☐ 15,001 50,000	☐ 50,001 100,000	☐ 100,001 500,000	☑ 500,001 1,000,000	☐ 1,000,001 2,000,000	☐ 2,000,001 5,000,000	☐ 5,000,001 10,000,000	☐ MORE THAN 10,000,000

OPERATING AUTHORITIES

PUC	T-	T-	☐ TCP 21312 ☐ PSC	☐ TCP ☐ PSC	US DOT
ICC	☐ MC ☐ MX	☐ MC ☐ MX	MCP ☐ Yes ☐ No ☑ N/A	REASON FOR INSPECTION: BUS TERMINAL RE-INSPECTION	

INSPECTION RATINGS: S=Satisfactory U=Unsatisfactory C=Conditional UR=Unrated N/A=Not Applicable

INSPECTION FINDINGS REQMTS	VIOL	MAINTENANCE PROGRAM	DRIVER RECORDS	REG. EQUIPMENT	HAZARDOUS MATERIALS	TERMINAL
MAINTENANCE PROGRAM	1	1 U 2 C 3 U 4 C	1 U 2 S 3 S 4 S	1 U 2 S 3 U 4 S	1 NA 2 NA 3 NA 4 NA	1 U 2 C 3 U 4 C
DRIVER RECORDS		No. 20 Time	No. 0 Time 0.0	No. 20 Time	Time	Time In 1000 Time Out 1100
DRIVER HOURS		HAZARDOUS MATERIALS ☑ No HM Transported ☐ No HM Violations Noted		CONTAINERS/TANKS No. Time	VEHICLES PLACED OUT OF SERVICE Vehicles Units	
BRAKES		REMARKS				
LAMPS & SIGNALS	6					
CONNECTING DEVICES						
STEERING & SUSPENSION	6					
TIRES & WHEELS	3					
EQUIPMENT REQUIREMENTS	29					
CONTAINERS & TANKS						
HAZARDOUS MATERIALS						

See CHP 343 – 1 and CHP 343A's for findings and recommendations

BIT	NON-BIT	FEE DUE	CHP 345	CHP 100D COL	INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY)
☐ I ☐ R	☐	☐ Yes ☐ No	☐		

INSPECTED BY (NAME)	ID NUMBER	INSPECTION DATE(S)	SUSPENSE DATE
G. BALENGER	A9764	3/ 10, 11, 12, 27 / 09	☑ Auto ☐ None

MOTOR CARRIER CERTIFICATION

I hereby certify that all violations described hereon and recorded on the attached pages (2 through 14), 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	CARRIER REPRESENTATIVE'S SIGNATURE	DATE
CONDITIONAL	X	03/27/09

CARRIER REPRESENTATIVE'S PRINTED NAME	TITLE	DRIVER LICENSE NUMBER	STATE

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REMARKS

Only inspection sample of vehicles and maintenance records were inspected for this terminal inspection. Satisfactory ratings carried forward from previous terminal inspection dated 11/12/08.

CCR 1230 The below listed vehicles 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)**

	TYPE	VEHICLE LICENSE	UNIT NO	REASON
1)	Bus	8P27640	82278	Defective tire
2)	Bus	7T29223	32473	Defective tire
3)	Bus	8H32789	44433	Defective tire

Note: Violations do not appear to be of long standing nature and does not reflect negatively upon carrier's preventive maintenance program.

13 CCR 1215(b)(1)(A) Drivers do not properly inspect vehicles prior to operation. Prior to operation drivers shall inspect each vehicle daily to ascertain that it is in safe condition, it is equipped as required by all provisions of law, and all equipment is in good working order.
Note: Several violations noted during this terminal inspection should have been detected by the driver performing a proper pre-trip vehicle inspection.

Carrier is rated conditional at this time.

Note to carrier:

When a conditional rating is followed by an unsatisfactory rating, the conditional rating will not be deemed to interrupt the succession of consecutive unsatisfactory ratings.

Consequences:

Failure to upgrade your compliance rating to satisfactory for the next inspection may result in the following action. Recommend possible denial, suspension/revocation of carriers' operating authority #TCP21312 by the Public Utilities Commission (PUC) and/or administrative action by this Department.
If a recommendation has been forwarded to the PUC, no re-inspection will be conducted until requested by the PUC. Otherwise, a re-inspection will be conducted within 180 days of the date of the inspection. The California Highway Patrol will attempt to contact your company within the 180 day period to schedule the re-inspection. It is the motor carrier's responsibility; however, to ensure that the vehicles and all required records are made available for the re-inspection, further enforcement action (criminal or civil) deemed necessary will be initiated by the California Highway Patrol.

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
CONTINUATION
CHP 343-1 (REV 10-97) OPI 062

DATE	THIS IS A CONTINUATION OF
03/27/09	CHP 343

CARRIER NAME	CA NUMBER
DIVERSIFIED TRANSPORTATION, LLC	332536
ADDRESS	**FC NUMBER**
601 GOLDEN AVE LONG BEACH, CA 90803	205804

REMARKS

Information only:

13CCR 1233.5 Carrier is required to notify the Department of any change of address or cessation of regulated activity at any terminal.
Carrier shall notify the department in writing of any change of address or cessation of regulated activities 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
Commercial Records Unit
P.O. Box 942898
Sacramento, Ca. 94298-0001

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

VEHICLE/EQUIPMENT INSPECTION REPORT

MOTOR CARRIER SAFETY OPERATIONS

CHP 343A (Rev 4-91) OPI 062

CARRIER (NAME OR TERMINAL FILE CONTROL NUMBER): DIVERSIFIED TRANSPORTATION, LLC

INSPECTION ADDRESS: 601 GOLDEN AVE LONG BEACH, CA 90803

CITY OR COUNTY: LONG BEACH

DATE: 3/10/09

	MAKE	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL
BUS	FORD	82277	8P30447		182016	G
	MAKE	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL

TANK/CONTAINER MAKE	SPEC./TYPE	SERIAL NUMBER/UNIT NUMBER	CT NUMBER	VRS ☐ Certified ☐ Test witnessed

CERTIFICATE TYPE	CERTIFICATE NUMBER	DATE ISSUED	REINSPECTION DATE	ODOMETER

Remarks

no violations noted

	MAKE	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL
BUS	FORD	44431	8R32787		25594	G
	MAKE	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL

TANK/CONTAINER MAKE	SPEC./TYPE	SERIAL NUMBER/UNIT NUMBER	CT NUMBER	VRS ☐ Certified ☐ Test witnessed

CERTIFICATE TYPE	CERTIFICATE NUMBER	DATE ISSUED	REINSPECTION DATE	ODOMETER

Remarks

13 CCR 1232(a) Axle # 2 right side, 6 of 12 suspension leaf springs displaced.
27154 VC 1 of 3 tail pipe hangers broken.

INSPECTED BY: G. BALENGER

I.D. NUMBER: A9764

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
VEHICLE/EQUIPMENT INSPECTION REPORT
MOTOR CARRIER SAFETY OPERATIONS
CHP 343A (Rev 4-91) OPI 062

CARRIER (NAME OR TERMINAL FILE CONTROL NUMBER): DIVERSIFIED TRANSPORTATION, LLC
INSPECTION ADDRESS: 601 GOLDEN AVE LONG BEACH, CA 90803
CITY OR COUNTY: LONG BEACH
DATE: 3/10/09

	MAKE	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL
BUS	FORD	28311	6V69069		281802	G
	MAKE	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL

TANK/CONTAINER MAKE	SPEC./TYPE	SERIAL NUMBER/UNIT NUMBER	CT NUMBER	VRS ☐ Certified ☐ Test witnessed

CERTIFICATE TYPE	CERTIFICATE NUMBER	DATE ISSUED	REINSPECTION DATE	ODOMETER

Remarks

13 CCR 1232(a) Windshield defroster motor control knob broken.
13 CCR 1232(c) Wheelchair lift hydraulic pump leaking fluid.
13 CCR 1232(d) Wheelchair tie downs left in floor trac.
13 CCR 1232(d) Bus is not clean and free of litter.
13 CCR 1232(c) Rear transmission seal seeping fluid.
13 CCR 1232(a) Battery not properly secured.
25100(a)(1) VC Rear red clearance lamp(s) required left and right side.
34507.5(b) VC Right side carrier identification number deteriorated.

	MAKE	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL
BUS	FORD	82278	8P27640		196667	G
	MAKE	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL

TANK/CONTAINER MAKE	SPEC./TYPE	SERIAL NUMBER/UNIT NUMBER	CT NUMBER	VRS ☐ Certified ☐ Test witnessed

CERTIFICATE TYPE	CERTIFICATE NUMBER	DATE ISSUED	REINSPECTION DATE	ODOMETER

Remarks

****OUT OF SERVICE****

13 CCR 1268(f)(3) Emergency exit warning device inoperative.
25300 VC Roadside warning devices required, missing or broken (1 of 3 broken).
13 CCR 1232(d) Wheelchair tie downs left in floor trac (trip hazard).
13 CCR 1087(a) Axle # 2 right inside tire sidewall cut to cord. **O/S**
13 CCR 1232(a) Some movement at pitman arm to right steering arm ball and socket joint.
13 CCR 1232(a) Pitman arm to right steering arm grease boot torn.

G. BALENGER

AA764

Use previous editions until depleted

C343A 10-99.XLS

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

VEHICLE/EQUIPMENT INSPECTION REPORT
MOTOR CARRIER SAFETY OPERATIONS
CHP 343A (Rev 4-91) OPI 062

CARRIER (NAME OR TERMINAL FILE CONTROL NUMBER): DIVERSIFIED TRANSPORTATION, LLC

INSPECTION ADDRESS: 601 GOLDEN AVE LONG BEACH, CA 90803

CITY OR COUNTY: LONG BEACH

DATE: 3/10/09

	MAKE	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL
BUS	FORD	14240	8U22608		5848	G
	MAKE	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL

TANK/CONTAINER MAKE	SPEC./TYPE	SERIAL NUMBER/UNIT NUMBER	CT NUMBER	VRS ☐ Certified ☐ Test witnessed

CERTIFICATE TYPE	CERTIFICATE NUMBER	DATE ISSUED	REINSPECTION DATE	ODOMETER

Remarks

no violations noted

	MAKE	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL
BUS	FORD	82273	7T40632		201140	G
	MAKE	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL

TANK/CONTAINER MAKE	SPEC./TYPE	SERIAL NUMBER/UNIT NUMBER	CT NUMBER	VRS ☐ Certified ☐ Test witnessed

CERTIFICATE TYPE	CERTIFICATE NUMBER	DATE ISSUED	REINSPECTION DATE	ODOMETER

Remarks

13 CCR 1259(a) Windshield defroster motor inoperative.
13 CCR 1268(f)(3) Emergency exit warning device inoperative.
13 CCR 1232(d) Wheelchair tie downs left loose in floor.
24252(a) VC Left rear brake lamp 50% light emitting diodes inoperative. (3 of 6)

INSPECTED BY: G. BALENGER

I.D. NUMBER: A9764

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

VEHICLE/EQUIPMENT INSPECTION REPORT
MOTOR CARRIER SAFETY OPERATIONS
343A (Rev 4-91) OPI 062

CARRIER (NAME OR TERMINAL FILE CONTROL NUMBER): DIVERSIFIED TRANSPORTATION, LLC

INSPECTION ADDRESS: 601 GOLDEN AVE LONG BEACH, CA 90803

CITY OR COUNTY: LONG BEACH

DATE: 3/11/09

	MAKE	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL
BUS	FORD	82272	8P30448		195917	g
	MAKE	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL

TANK/CONTAINER MAKE	SPEC./TYPE	SERIAL NUMBER/UNIT NUMBER	CT NUMBER	VRS ☐ Certified ☐ Test witnessed

CERTIFICATE TYPE	CERTIFICATE NUMBER	DATE ISSUED	REINSPECTION DATE	ODOMETER

Remarks

5200(a) VC Front license plate missing.
24252(a) VC Required lamp(s) inoperative: left and right front clearance lamp inoperative.
13 CCR 1232(c) Rear transmission seal seeping fluid.

	MAKE	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL
BUS	FORD	49190	8J61285		110331	G
	MAKE	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL

TANK/CONTAINER MAKE	SPEC./TYPE	SERIAL NUMBER/UNIT NUMBER	CT NUMBER	VRS ☐ Certified ☐ Test witnessed

CERTIFICATE TYPE	CERTIFICATE NUMBER	DATE ISSUED	REINSPECTION DATE	ODOMETER

Remarks

24252(a) VC Required lamp(s) inoperative: step well lamp inoperative.
13 CCR 1242(d) Fire extinguisher not securely mounted.

INSPECTED BY: **G. BALENGER**

I.D. NUMBER: **A9764**

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

VEHICLE/EQUIPMENT INSPECTION REPORT
MOTOR CARRIER SAFETY OPERATIONS
CHP 343A (Rev 4-91) OPI 062

CARRIER (NAME OR TERMINAL FILE CONTROL NUMBER): DIVERSIFIED TRANSPORTATION, LLC

INSPECTION ADDRESS: 601 GOLDEN AVE LONG BEACH, CA 90803

CITY OR COUNTY: LONG BEACH

DATE: 3/11/09

	MAKE	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL
BUS	FORD	71421	7H98992		154625	D
	MAKE	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL

TANK/CONTAINER MAKE	SPEC./TYPE	SERIAL NUMBER/UNIT NUMBER	CT NUMBER	VRS ☐ Certified ☐ Test witnessed

CERTIFICATE TYPE	CERTIFICATE NUMBER	DATE ISSUED	REINSPECTION DATE	ODOMETER

Remarks

13 CCR 1232(d) Wheelchair tie downs left loose on floor.
13 CCR 1232(a) Right side, 1 ½" gap at floor seat track.
25100(a)(4) VC Left side, mid-vehicle amber side marker lamp required.

	MAKE	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL
BUS	FORD	32473	7T29223		112983	G
	MAKE	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL

TANK/CONTAINER MAKE	SPEC./TYPE	SERIAL NUMBER/UNIT NUMBER	CT NUMBER	VRS ☐ Certified ☐ Test witnessed

CERTIFICATE TYPE	CERTIFICATE NUMBER	DATE ISSUED	REINSPECTION DATE	ODOMETER

Remarks

****OUT OF SERVICE****

13 CCR 1087(a) Axle # 2 right outside tire sidewall cut to cord. **O/S**
13 CCR 1232(a) Axle # 2 right side 6 of 8 suspension leaf springs displaced.

INSPECTED BY: G. BALENGER

I.D. NUMBER: A9764

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

VEHICLE/EQUIPMENT INSPECTION REPORT
MOTOR CARRIER SAFETY OPERATIONS
CHP 343A (Rev 4-91) OPI 062

CARRIER (NAME OR TERMINAL FILE CONTROL NUMBER): DIVERSIFIED TRANSPORTATION, LLC
INSPECTION ADDRESS: 601 GOLDEN AVE LONG BEACH, CA 90803
CITY OR COUNTY: LONG BEACH
DATE: 3/11/09

	MAKE	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL
BUS	FORD	82276	8P27641		198496	G
	MAKE	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL

TANK/CONTAINER MAKE	SPEC./TYPE	SERIAL NUMBER/UNIT NUMBER	CT NUMBER	VRS ☐ Certified ☐ Test witnessed

CERTIFICATE TYPE	CERTIFICATE NUMBER	DATE ISSUED	REINSPECTION DATE	ODOMETER

Remarks

5200(a) VC Front license plate missing.
13 CCR 1232(a) Entrance step well, non-skid surface cracked and peeling.

	MAKE	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL
BUS	FORD	56632	7L25555		177569	G
	MAKE	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL

TANK/CONTAINER MAKE	SPEC./TYPE	SERIAL NUMBER/UNIT NUMBER	CT NUMBER	VRS ☐ Certified ☐ Test witnessed

CERTIFICATE TYPE	CERTIFICATE NUMBER	DATE ISSUED	REINSPECTION DATE	ODOMETER

Remarks

13 CCR 1232(c) Excessive oil and grease accumulated on vehicle.

INSPECTED BY: G. BALENGER
I.D. NUMBER: A9764

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

VEHICLE/EQUIPMENT INSPECTION REPORT
MOTOR CARRIER SAFETY OPERATIONS
343A (Rev 4-91) OPI 062

CARRIER (NAME OR TERMINAL FILE CONTROL NUMBER): DIVERSIFIED TRANSPORTATION, LLC

INSPECTION ADDRESS: 601 GOLDEN AVE LONG BEACH, CA 90803

CITY OR COUNTY: LONG BEACH

DATE: 3/11/09

	MAKE	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL
BUS	FORD	04650	8S52102		107015	G
	MAKE	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL

TANK/CONTAINER MAKE	SPEC./TYPE	SERIAL NUMBER/UNIT NUMBER	CT NUMBER	VRS ☐ Certified ☐ Test witnessed

CERTIFICATE TYPE	CERTIFICATE NUMBER	DATE ISSUED	REINSPECTION DATE	ODOMETER

Remarks

no violations noted

	MAKE	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL
BUS	FORD					
	MAKE	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL

TANK/CONTAINER MAKE	SPEC./TYPE	SERIAL NUMBER/UNIT NUMBER	CT NUMBER	VRS ☐ Certified ☐ Test witnessed

CERTIFICATE TYPE	CERTIFICATE NUMBER	DATE ISSUED	REINSPECTION DATE	ODOMETER

Remarks

CTED BY: G. BALENGER

I.D. NUMBER: A9764

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

VEHICLE/EQUIPMENT INSPECTION REPORT
MOTOR CARRIER SAFETY OPERATIONS
CHP 343A (Rev 4-91) OPI 062

CARRIER (NAME OR TERMINAL FILE CONTROL NUMBER): DIVERSIFIED TRANSPORTATION, LLC

INSPECTION ADDRESS: 601 GOLDEN AVE LONG BEACH, CA 90803

CITY OR COUNTY: LONG BEACH

DATE: 3/12/09

	MAKE	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL
BUS	FORD	44433	8H32789		25959	G
	MAKE	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL

TANK/CONTAINER MAKE	SPEC./TYPE	SERIAL NUMBER/UNIT NUMBER	CT NUMBER	VRS ☐ Certified ☐ Test witnessed

CERTIFICATE TYPE	CERTIFICATE NUMBER	DATE ISSUED	REINSPECTION DATE	ODOMETER

Remarks

****OUT OF SERVICE****

27155 VC Fuel tank cap required.
13 CCR 1232(a) Loose items inside passenger compartment (wheelchair tie downs).
13 CCR 1268(f)(3) Emergency exit warning device inoperative.
13 CCR 1087(a) Axle # 2 right inside tire not properly inflated. (0 psi).

	MAKE	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL
BUS	FORD	50210	9B98719		203052	G
	MAKE	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL

TANK/CONTAINER MAKE	SPEC./TYPE	SERIAL NUMBER/UNIT NUMBER	CT NUMBER	VRS ☐ Certified ☐ Test witnessed

CERTIFICATE TYPE	CERTIFICATE NUMBER	DATE ISSUED	REINSPECTION DATE	ODOMETER

Remarks

no violations noted

CTED BY: G. BALENGER

I.D. NUMBER: A9764

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

VEHICLE/EQUIPMENT INSPECTION REPORT
MOTOR CARRIER SAFETY OPERATIONS
CHP 343A (Rev 4-91) OPI 062

CARRIER (NAME OR TERMINAL FILE CONTROL NUMBER): DIVERSIFIED TRANSPORTATION, LLC

INSPECTION ADDRESS: 601 GOLDEN AVE LONG BEACH, CA 90803

CITY OR COUNTY: LONG BEACH

DATE: 3/12/09

	MAKE	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL
BUS	FORD	22627	8S52090		117983	G
	MAKE	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL

TANK/CONTAINER MAKE	SPEC./TYPE	SERIAL NUMBER/UNIT NUMBER	CT NUMBER	VRS ☐ Certified ☐ Test witnessed

CERTIFICATE TYPE	CERTIFICATE NUMBER	DATE ISSUED	REINSPECTION DATE	ODOMETER

Remarks

13 CCR 1256(a) Motor carrier name or trademark not displayed.

	MAKE	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL
BUS	FORD	44532	8J61284		106255	G
	MAKE	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL

TANK/CONTAINER MAKE	SPEC./TYPE	SERIAL NUMBER/UNIT NUMBER	CT NUMBER	VRS ☐ Certified ☐ Test witnessed

CERTIFICATE TYPE	CERTIFICATE NUMBER	DATE ISSUED	REINSPECTION DATE	ODOMETER

Remarks

13 CCR 1232(a) Return line from transmission cooler chafing on lower radiator hose.

INSPECTED BY: G. BALENGER

I.D. NUMBER: A9764

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

VEHICLE/EQUIPMENT INSPECTION REPORT
MOTOR CARRIER SAFETY OPERATIONS
343A (Rev 4-91) OPI 062

CARRIER (NAME OR TERMINAL FILE CONTROL NUMBER): DIVERSIFIED TRANSPORTATION, LLC

INSPECTION ADDRESS: 601 GOLDEN AVE LONG BEACH, CA 90803

CITY OR COUNTY: LONG BEACH

DATE: 3/12/09

	MAKE	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL
BUS	FORD	04648	8S52101		109889	G
	MAKE	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL

TANK/CONTAINER MAKE	SPEC./TYPE	SERIAL NUMBER/UNIT NUMBER	CT NUMBER	VRS ☐ Certified ☐ Test witnessed

CERTIFICATE TYPE	CERTIFICATE NUMBER	DATE ISSUED	REINSPECTION DATE	ODOMETER

Remarks

13 CCR 1232(a) Return line from transmission cooler chafing on lower radiator hose.
13 CCR 1232(a) Steering stabilizer ram mounting bracket loose at mount to cross member.

	MAKE	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL
BUS	FORD	74137	8S52104		110335	G
	MAKE	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL

TANK/CONTAINER MAKE	SPEC./TYPE	SERIAL NUMBER/UNIT NUMBER	CT NUMBER	VRS ☐ Certified ☐ Test witnessed

CERTIFICATE TYPE	CERTIFICATE NUMBER	DATE ISSUED	REINSPECTION DATE	ODOMETER

Remarks

no violations noted

ECTED BY: G. BALENGER

I.D. NUMBER: A9764

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

VEHICLE/EQUIPMENT INSPECTION REPORT
MOTOR CARRIER SAFETY OPERATIONS
343A (Rev 4-91) OPI 062

CARRIER (NAME OR TERMINAL FILE CONTROL NUMBER): DIVERSIFIED TRANSPORTATION, LLC

INSPECTION ADDRESS: 601 GOLDEN AVE LONG BEACH, CA 90803

CITY OR COUNTY: LONG BEACH

DATE: 3/12/09

	MAKE	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL
BUS	FORD	82219	8S52089		115217	G
	MAKE	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL

TANK/CONTAINER MAKE	SPEC./TYPE	SERIAL NUMBER/UNIT NUMBER	CT NUMBER	VRS ☐ Certified ☐ Test witnessed

CERTIFICATE TYPE	CERTIFICATE NUMBER	DATE ISSUED	REINSPECTION DATE	ODOMETER

Remarks

13 CCR 699(d) Right turn signal cab indicator lamp(s) inoperative.
13 CCR 1232(a) Axle # 2 right side, front leaf spring eye bolt contacting frame rail.

	MAKE	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL
	MAKE	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL

TANK/CONTAINER MAKE	SPEC./TYPE	SERIAL NUMBER/UNIT NUMBER	CT NUMBER	VRS ☐ Certified ☐ Test witnessed

CERTIFICATE TYPE	CERTIFICATE NUMBER	DATE ISSUED	REINSPECTION DATE	ODOMETER

Remarks

ECTED BY: G. BALENGER

I.D. NUMBER: A9764

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

SAFETY COMPLIANCE REPORT/ TERMINAL RECORD UPDATE

CHP 343 (Rev. 10-00) OPI 062

NEW TERMINAL INFORMATION	CA NUMBER	FILE CODE NUMBER	COUNTY CODE
☑ Yes ☐ No	332536	205804	19
CARRIER TYPE / **CODE**	**OTHER PROGRAM**	**LOCATION CODE**	**SUBAREA**
BUS / T	B,G	530	S54

TERMINAL NAME: DIVERSIFIED TRANSPORTATION, LLC

TELEPHONE NUMBER (W/ AREA CODE): (562) 432-3233

STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE): 601 GOLDEN AVE LONG BEACH, CA 90803

MAILING ADDRESS (NUMBER, STREET, CITY, ZIP CODE) (IF DIFFERENT FROM ABOVE): 1400 E MISSION BLVD POMONA, CA 91766

LICENSE AND FLEET INFORMATION

HM LIC. NO.	HWT REG. NO.	IMS LIC. NO.	TRUCKS AND TYPES	TRAILERS AND TYPES	BUSES BY TYPE	DRIVERS
					I- 102 II- 6	161
EXP. DATE	**EXP. DATE**	**EXP. DATE**	**REG. CT**	**HW VEHICLES**	**HW CONTAINERS**	**CSAT**
						☐ Yes ☑ No

EMERGENCY CONTACTS (In Calling Order of Preference)

EMERGENCY CONTACT (NAME)	DAY TELEPHONE NUMBER (W/ AREA CODE)	NIGHT TELEPHONE NUMBER (W/ AREA CODE)
ROBIN PETE	(562) 901-2497	(562) 257-0486
SCOTT WILLIAMS	(562) 432-3233	(909) 957-0100

ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL FOR LAST YEAR [2008]

A	B	C	D	E	F	G	H	I
☐ UNDER 15,000	☐ 15,001 50,000	☐ 50,001 100,000	☐ 100,001 500,000	☑ 500,001 1,000,000	☐ 1,000,001 2,000,000	☐ 2,000,001 5,000,000	☐ 5,000,001 10,000,000	☐ MORE THAN 10,000,000

OPERATING AUTHORITIES

PUC	T-	T-	☐ TCP 21312 ☐ PSC	☐ TCP ☐ PSC / US DOT
ICC	☐ MC ☐ MX	☐ MC ☐ MX	MCP ☐ Yes ☐ No ☑ N/A	REASON FOR INSPECTION: BUS TERMINAL RE-INSPECTION

INSPECTION RATINGS: S=Satisfactory U=Unsatisfactory C=Conditional UR=Unrated N/A=Not Applicable

INSPECTION FINDINGS: REQMTS	VIOL	MAINTENANCE PROGRAM	DRIVER RECORDS	REG. EQUIPMENT	HAZARDOUS MATERIALS	TERMINAL
MAINTENANCE PROGRAM		1 UR 2 U 3 C 4	1 UR 2 S 3 S 4	1 UR 2 S 3 S 4	1 NA 2 NA 3 NA 4	1 UR 2 U 3 C 4
DRIVER RECORDS		No. 20 Time	No. 0 Time 0.0	No. 20 Time	Time	Time In 1000 Time Out 1100
DRIVER HOURS		HAZARDOUS MATERIALS: ☑ No HM Transported ☐ No HM Violations Noted		CONTAINERS/TANKS: No. Time	VEHICLES PLACED OUT OF SERVICE: Vehicles Units	
BRAKES						
LAMPS & SIGNALS						
CONNECTING DEVICES						
STEERING & SUSPENSION						
TIRES & WHEELS						
EQUIPMENT REQUIREMENTS						
CONTAINERS & TANKS						
HAZARDOUS MATERIALS						

REMARKS

Reference Basic Bus terminal inspection dated 3/27/09 for findings and recommendations

BIT	NON-BIT	FEE DUE	CHP 345	CHP 100D COL.	INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY)
☐ I ☐ R	☐	☐ Yes ☐ No	☐		

INSPECTED BY (NAME)	ID NUMBER	INSPECTION DATE(S)	SUSPENSE DATE
G. BALENGER	A9764	3/ 10, 11, 12, 27 / 09	☑ Auto ☐ None

MOTOR CARRIER CERTIFICATION

I hereby certify that all violations described hereon and recorded on the attached pages (2 through 2), 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	CARRIER REPRESENTATIVE'S SIGNATURE	DATE
CONDITIONAL	X	03/27/09
CARRIER REPRESENTATIVE'S PRINTED NAME	TITLE	DRIVER LICENSE NUMBER / STATE

Destroy Previous Editions

C343_e00.xls

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
CONTINUATION
CHP 343-1 (REV 10-97) OPI 062

DATE	THIS IS A CONTINUATION OF
03/27/09	CHP 343

CARRIER NAME	CA NUMBER
DIVERSIFIED TRANSPORTATION, LLC	332536
ADDRESS	**FC NUMBER**
601 GOLDEN AVE LONG BEACH, CA 90803	205804

REMARKS
Only inspection sample of vehicles and maintenance records were inspected for this terminal inspection. Satisfactory ratings carried forward from previous terminal inspection dated 12/22/08.

Carrier is rated conditional at this time.

Note to carrier:

When a conditional rating is followed by an unsatisfactory rating, the conditional rating will not be deemed to interrupt the succession of consecutive unsatisfactory ratings.

Consequences:

Failure to upgrade your compliance rating to satisfactory for the next inspection may result in the following action. Recommend possible denial, suspension/revocation of carriers' operating authority #TCP21312 by the Public Utilities Commission (PUC) and/or administrative action by this Department.
If a recommendation has been forwarded to the PUC, no re-inspection will be conducted until requested by the PUC. Otherwise, a re-inspection will be conducted within 180 days of the date of the inspection. The California Highway Patrol will attempt to contact your company within the 180 day period to schedule the re-inspection. It is the motor carrier's responsibility; however, to ensure that the vehicles and all required records are made available for the re-inspection, further enforcement action (criminal or civil) deemed necessary will be initiated by the California Highway Patrol.

13CCR 1233.5 Carrier is required to notify the Department of any change of address or cessation of regulated activity at any terminal.
Carrier shall notify the department in writing of any change of address or cessation of regulated activities 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
Commercial Records Unit
P.O. Box 942898
Sacramento, Ca. 94298-0001

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

SAFETY COMPLIANCE REPORT/ TERMINAL RECORD UPDATE

CHP 343 (Rev. 10-00) OPI 062

NEW TERMINAL INFORMATION	CA NUMBER	FILE CODE NUMBER	COUNTY CODE
☑ Yes ☐ No	332536	205804	19
CARRIER TYPE / **CODE**	**OTHER PROGRAM**	**LOCATION CODE**	**SUBAREA**
BUS / B	G - T	530	S54

TERMINAL NAME: DIVERSIFIED TRANSPORTATION, LLC

TELEPHONE NUMBER (W/ AREA CODE): (562) 432-3233

STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE): 601 GOLDEN AVE LONG BEACH, CA 90803

MAILING ADDRESS (NUMBER, STREET, CITY, ZIP CODE) (IF DIFFERENT FROM ABOVE): 1400 MISSION BLVD POMONA, CA 91766

LICENSE AND FLEET INFORMATION

HM LIC. NO.	HWT REG. NO.	IMS LIC. NO.	TRUCKS AND TYPES	TRAILERS AND TYPES	BUSES BY TYPE	DRIVERS
					I- 98 II-	161
EXP. DATE	**EXP. DATE**	**EXP. DATE**	**REG. CT**	**HW VEHICLES**	**HW CONTAINERS**	**CSAT**
						☐ Yes ☑ No

EMERGENCY CONTACTS (In Calling Order of Preference)

EMERGENCY CONTACT (NAME)	DAY TELEPHONE NUMBER (W/ AREA CODE)	NIGHT TELEPHONE NUMBER (W/ AREA CODE)
ROBIN PETE	(562) 901-2479	(562) 257-0486
EMERGENCY CONTACT (NAME)	DAY TELEPHONE NUMBER (W/ AREA CODE)	NIGHT TELEPHONE NUMBER (W/ AREA CODE)

ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL FOR LAST YEAR [2008]

A	B	C	D	E	F	G	H	I
☐ UNDER 15,000	☐ 15,001 50,000	☐ 50,001 100,000	☐ 100,001 500,000	☑ 500,001 1,000,000	☐ 1,000,001 2,000,000	☐ 2,000,001 5,000,000	☐ 5,000,001 10,000,000	☐ MORE THAN 10,000,000

OPERATING AUTHORITIES

PUC	T-	T-	☐ TCP 21312 ☐ PSC	☐ TCP ☐ PSC	US DOT
ICC	☐ MC ☐ MX	☐ MC ☐ MX	MCP ☐ Yes ☐ No ☑ N/A	REASON FOR INSPECTION: BUS TERMINAL REINSPECTION	

INSPECTION RATINGS: S=Satisfactory U=Unsatisfactory C=Conditional UR=Unrated N/A-Not Applicable

INSPECTION FINDINGS REQMTS	VIOL	MAINTENANCE PROGRAM	DRIVER RECORDS	REG. EQUIPMENT	HAZARDOUS MATERIALS	TERMINAL
MAINTENANCE PROGRAM	2	1 C 2 U 3 C 4 S	1 S 2 S 3 S 4 S	1 S 2 U 3 S 4 S	1 NA 2 NA 3 NA 4 NA	1 C 2 U 3 C 4 S
DRIVER RECORDS		No. 20 Time	No. Time	No. 20 Time	Time	Time In / Time Out
DRIVER HOURS		HAZARDOUS MATERIALS ☐ No HM Transported ☐ No HM Violations Noted		CONTAINERS/TANKS No. Time	VEHICLES PLACED OUT OF SERVICE Vehicles Units	
BRAKES	2	REMARKS				
LAMPS & SIGNALS	3					
CONNECTING DEVICES						
STEERING & SUSPENSION	6					
TIRES & WHEELS	2					
EQUIPMENT REQUIREMENTS	11					
CONTAINERS & TANKS						
HAZARDOUS MATERIALS						

See CHP 343 – 1 and CHP 343A's for findings and recommendations

BIT	NON-BIT	FEE DUE	CHP 345	CHP 100D COL.	INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY)
☐ I ☐ R	☐	☐ Yes ☐ No	☐		

INSPECTED BY (NAME)	ID NUMBER	INSPECTION DATE(S)	SUSPENSE DATE
G. BALENGER	A9764	9/ 8,9,10 /09	☑ Auto ☐ None

MOTOR CARRIER CERTIFICATION

I hereby certify that all violations described hereon and recorded on the attached pages (2 through 9), 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	CARRIER REPRESENTATIVE'S SIGNATURE	DATE
SATISFACTORY	X Robin Pete	09/10/09
CARRIER REPRESENTATIVE'S PRINTED NAME	**TITLE**	**DRIVER LICENSE NUMBER / STATE**
Robin Pete	manager	

Destroy Previous Editions

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REMARKS

Inspection of maintenance records and vehicles only. Satisfactory ratings carried forward from previous terminal inspection dated 3/27/09.

- CCR 1230 The below listed vehicles 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)**

	TYPE	VEHICLE LICENSE	UNIT NO	REASON
1)	Bus	8P30446	82275	Defective tire.
2)	Bus	6Y65183	19440	Defective tire.

Note: Violations do not appear to be of long standing nature and does not reflect negatively upon carriers' preventive maintenance program.

13 CCR 1232(a) Carrier does not systematically inspect and maintain vehicles at regular intervals as required. Your inspection and maintenance records indicate that inspection and maintenance intervals are being exceeded. You are directed to adhere to inspection and maintenance intervals for vehicles under your control.

Note: Carriers' records indicate inspection intervals are 45 days or 3000 miles. Several vehicles inspected during this terminal inspection, maintenance records indicate that vehicles were exceeding the 3000 mile interval.

13 CCR 1234(e) Carrier does not retain drivers' daily vehicle condition reports for at least three months. You are directed to retain all drivers' daily vehicle condition reports for a minimum of three months.

Note: Vehicle # 74137 missing several inspections for the month of June 09, and vehicle # 49188 missing inspections for 6/9/09 and 6/10/09.

Carrier is rated Satisfactory at this time.

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
CONTINUATION
CHP 343-1 (REV 10-97) OPI 062

DATE	THIS IS A CONTINUATION OF
9/ 8,9,10 /09	CHP 343

CARRIER NAME	CA NUMBER
DIVERSIFIED TRANSPORTATION, LLC	332536
ADDRESS	**FC NUMBER**
601 GOLDEN AVE LONG BEACH, CA 90803	205804

REMARKS

Information only:

13CCR 1233.5 Carrier is required to notify the Department of any change of address or cessation of regulated activity at any terminal.
Carrier shall notify the department in writing of any change of address or cessation of regulated activities 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
Commercial Records Unit
P.O. Box 942898
Sacramento, Ca. 94298-0001

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

VEHICLE/EQUIPMENT INSPECTION REPORT

MOTOR CARRIER SAFETY OPERATIONS

CHP 343A (Rev 4-91) OPI 062

CARRIER (NAME OR TERMINAL FILE CONTROL NUMBER): DIVERSIFIED TRANSPORTATION, LLC

Page

INSPECTION ADDRESS: 601 GOLDEN AVE

CITY OR COUNTY: LONG BEACH

DATE: 9/8/09

	MAKE VEH # 1	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL
BUS	FORD	44428	8N99190		35307	G
BUS	MAKE VEH # 2 FORD	EQUIPMENT NUMBER 04650	LICENSE NUMBER 8S82102	VIN	ODOMETER 119078	TYPE FUEL G

TANK/CONTAINER MAKE	SPEC./TYPE	SERIAL NUMBER/UNIT NUMBER	CT NUMBER	VRS ☐ Certified ☐ Test witnessed

CERTIFICATE TYPE	CERTIFICATE NUMBER	DATE ISSUED	REINSPECTION DATE	ODOMETER

Remarks

Vehicle # 1

No Violations Noted

Vehicle # 2

No Violations Noted

	MAKE VEH # 3	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL
BUS	FORD	04641	8S52103		124727	G
BUS	MAKE VEH # 4 FORD	EQUIPMENT NUMBER 44532	LICENSE NUMBER 8J61284	VIN	ODOMETER 119863	TYPE FUEL G

TANK/CONTAINER MAKE	SPEC./TYPE	SERIAL NUMBER/UNIT NUMBER	CT NUMBER	VRS ☐ Certified ☐ Test witnessed

CERTIFICATE TYPE	CERTIFICATE NUMBER	DATE ISSUED	REINSPECTION DATE	ODOMETER

Remarks

Vehicle # 3

24252(a) VC Right front turn signal lamp lens broken.

13 CCR 1232(a) Axle # 1, movement at steering center link.

Vehicle # 4

13 CCR 1232(a) Axle # 1 left and right side, suspension coil spring contacting upper control arm.

13 CCR 1232(a) Right side, # 4 passenger seat back cover torn.

13 CCR 1232(a) Right side, # 4 passenger head rest cover deteriorated, exposing metal frame.

G. BALENGER

A9764

Use previous editions until depleted

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DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

VEHICLE/EQUIPMENT INSPECTION REPORT
MOTOR CARRIER SAFETY OPERATIONS
CHP 343A (Rev 4-91) OPI 062

CARRIER (NAME OR TERMINAL FILE CONTROL NUMBER): DIVERSIFIED TRANSPORTATION, LLC

Page

INSPECTION ADDRESS: 601 GOLDEN AVE

CITY OR COUNTY: LONG BEACH

DATE: 9/8/09

	MAKE VEH. # 1	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL
BUS	FORD	82275	8P30446		198078	G
BUS	MAKE VEH. # 2 FORD	EQUIPMENT NUMBER 85375	LICENSE NUMBER 6T01963	VIN	ODOMETER 201350	TYPE FUEL G

TANK/CONTAINER MAKE	SPEC./TYPE	SERIAL NUMBER/UNIT NUMBER	CT NUMBER	VRS ☐ Certified ☐ Test witnessed

CERTIFICATE TYPE	CERTIFICATE NUMBER	DATE ISSUED	REINSPECTION DATE	ODOMETER

Remarks

Vehilce # 1

****OUT OF SERVICE****

13 CCR 1232(a) Axle # 2 right rear outside tire not properly inflated. (approximately 10 psi). **O/S**
13 CCR 1232(c) Rear transmission seal leaking fluid.
13 CCR 1232(a) Axle # 1 right side suspension coil spring contacting upper control arm.
27154 VC Exhaust leak forward of catalytic converter.
13 CCR 1232(a) Battery not properly secured.

Vehicle # 2

13 CCR 1232(a) Axle # 2 right side, 1 of 8 axle studs broken.

	MAKE VEH. # 3	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL
BUS	FORD	91618	7T15108		86225	G
	MAKE	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL

TANK/CONTAINER MAKE	SPEC./TYPE	SERIAL NUMBER/UNIT NUMBER	CT NUMBER	VRS ☐ Certified ☐ Test witnessed

CERTIFICATE TYPE	CERTIFICATE NUMBER	DATE ISSUED	REINSPECTION DATE	ODOMETER

Remarks

Vehicle # 3

24252(a) VC Passenger entrance step well lamp inoperative.
13 CCR 1232(a) Right side pivot bolt loose at wheelchair ramp stow lock.

Shop note:
2 of 3 rear I.D. marker lamps inoperative.
Axle # 2 left side both dual tires have nails in tread.

INSPECTED BY: G. BALENGER

I.D. NUMBER: A9764

Use previous editions until depleted

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DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

VEHICLE/EQUIPMENT INSPECTION REPORT

MOTOR CARRIER SAFETY OPERATIONS

'P 343A (Rev 4-91) OPI 062

CARRIER (NAME OR TERMINAL FILE CONTROL NUMBER): DIVERSIFIED TRANSPORTATION, LLC

Page

INSPECTION ADDRESS: 601 GOLDEN AVE

CITY OR COUNTY: LONG BEACH

DATE: 9/9/09

	MAKE VEH. # 1	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL
BUS	FORD	49190	6J61285		1201923	G
	MAKE VEH. # 2	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL
BUS	FORD	69614	6S59544		360132	G

TANK/CONTAINER MAKE	SPEC./TYPE	SERIAL NUMBER/UNIT NUMBER	CT NUMBER	VRS ☐ Certified ☐ Test witnessed

CERTIFICATE TYPE	CERTIFICATE NUMBER	DATE ISSUED	REINSPECTION DATE	ODOMETER

Remarks

Vehicle # 1

No Violations Noted

Vehicle # 2

No Violations Noted

	MAKE VEH. # 3	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL
BUS	FORD	49188	8J61283		119596	G
	MAKE VEH. # 3	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL
BUS	FORD	14241	8U22607		18819	G

TANK/CONTAINER MAKE	SPEC./TYPE	SERIAL NUMBER/UNIT NUMBER	CT NUMBER	VRS ☐ Certified ☐ Test witnessed

CERTIFICATE TYPE	CERTIFICATE NUMBER	DATE ISSUED	REINSPECTION DATE	ODOMETER

Remarks

Vehicle # 3

13 CCR 1232(a) Axle # 1 movement at steering center link.

Vehicle # 4

No Violations Noted

INSPECTED BY: **G. BALENGER**

I.D. NUMBER: **A9764**

Use previous editions until depleted

C343A 10-99.XLS

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

VEHICLE/EQUIPMENT INSPECTION REPORT
MOTOR CARRIER SAFETY OPERATIONS
CHP 343A (Rev 4-91) OPI 062

CARRIER (NAME OR TERMINAL FILE CONTROL NUMBER): DIVERSIFIED TRANSPORTATION, LLC

Page

INSPECTION ADDRESS: 601 GOLDEN AVE

CITY OR COUNTY: LONG BEACH

DATE: 9/9/09

	MAKE VEH. # 1	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL
BUS	FORD	19438	6Y65185		220506	D
BUS	FORD	14235	8J23377		18983	G

TANK/CONTAINER MAKE	SPEC./TYPE	SERIAL NUMBER/UNIT NUMBER	CT NUMBER	VRS ☐ Certified ☐ Test witnessed

CERTIFICATE TYPE	CERTIFICATE NUMBER	DATE ISSUED	REINSPECTION DATE	ODOMETER

Remarks

Vehicle # 1

24252(a) VC Entrance step well lamp and interior lamps inoperative.
13 CCR 1232(a) Wheelchair pivot bolt loose right side.
26707 VC Windshield wipers defective left side.

Vehicle # 2

No Violations Noted

	MAKE	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL
BUS	FORD	59152	6N63943	1FDSE35L81HB59152	162442	G
	LAST CERT	4/1/09	AREA 530		155696	

TANK/CONTAINER MAKE	SPEC./TYPE	SERIAL NUMBER/UNIT NUMBER	CT NUMBER	VRS ☐ Certified ☐ Test witnessed
CONVENTIONAL	1	12 PASS 2 W/C		

CERTIFICATE TYPE	CERTIFICATE NUMBER	DATE ISSUED	REINSPECTION DATE	ODOMETER
CHP 292				

Remarks

GPPV - NOT FOR CERTIFICATION

13 CCR 1232(a) Wheelchair tie downs not properly stowed.
13 CCR 1232(a) Wheelchair pinch shields missing left and right side.

INSPECTED BY: G. BALENGER

I.D. NUMBER: A9764

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

VEHICLE/EQUIPMENT INSPECTION REPORT

MOTOR CARRIER SAFETY OPERATIONS

CHP 343A (Rev 4-91) OPI 062

CARRIER (NAME OR TERMINAL FILE CONTROL NUMBER): DIVERSIFIED TRANSPORTATION, LLC

Page

INSPECTION ADDRESS: 601 GOLDEN AVE

CITY OR COUNTY: LONG BEACH

DATE: 9/10/09

	MAKE / VEH. # 1	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL
BUS	FORD	08171	7J00284		173338	G
BUS	FORD	19440	6Y65183		220082	D

TANK/CONTAINER MAKE	SPEC./TYPE	SERIAL NUMBER/UNIT NUMBER	CT NUMBER	VRS ☐ Certified ☐ Test witnessed

CERTIFICATE TYPE	CERTIFICATE NUMBER	DATE ISSUED	REINSPECTION DATE	ODOMETER

Remarks

Vehicle # 1

26453 VC Anti-lock brake sensor lamp on in dash panel.

Vehicle # 2

****OUT OF SERVICE****

13 CCR 1232(a) Axle # 2 left inside tire not properly inflated. (approximately 20 psi). **O/S**

26453 VC Axle # 2 right side, brake caliper piston boot torn.

13 CCR 1232(a) Excessive grease and oil deposits in the area of steering gear box.

	MAKE / VEH. # 3	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL
BUS	FORD	74137	8S52104		127224	G
BUS	FORD	03193	8J23372		17615	G

TANK/CONTAINER MAKE	SPEC./TYPE	SERIAL NUMBER/UNIT NUMBER	CT NUMBER	VRS ☐ Certified ☐ Test witnessed

CERTIFICATE TYPE	CERTIFICATE NUMBER	DATE ISSUED	REINSPECTION DATE	ODOMETER

Remarks

Vehicle # 3

13 CCR 1232(a) Axle # 1 left and right side, suspension coil springs contacting upper control arm.

Vehicle # 4

No Violations Noted

INSPECTED BY: G. BALENGER

I.D. NUMBER: A9764

Use previous editions until depleted

C343A 10-99.XLS

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

VEHICLE/EQUIPMENT INSPECTION REPORT

MOTOR CARRIER SAFETY OPERATIONS

'P 343A (Rev 4-91) OPI 062

CARRIER (NAME OR TERMINAL FILE CONTROL NUMBER): DIVERSIFIED TRANSPORTATION, LLC

Page

INSPECTION ADDRESS: 601 GOLDEN AVE

CITY OR COUNTY: LONG BEACH

DATE: 9/10/09

	MAKE VEH. # 1	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL
BUS	FORD	44433	8R32789		37902	G
	MAKE VEH. # 2	**EQUIPMENT NUMBER**	**LICENSE NUMBER**	**VIN**	**ODOMETER**	**TYPE FUEL**
BUS	FORD	74495	8V22585		141703	D

TANK/CONTAINER MAKE	SPEC./TYPE	SERIAL NUMBER/UNIT NUMBER	CT NUMBER	VRS ☐ Certified ☐ Test witnessed

CERTIFICATE TYPE	CERTIFICATE NUMBER	DATE ISSUED	REINSPECTION DATE	ODOMETER

Remarks

Vehicle # 1

No Violations Noted

Vehicle # 2

No Violations Noted

	MAKE	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL
	MAKE	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL

TANK/CONTAINER MAKE	SPEC./TYPE	SERIAL NUMBER/UNIT NUMBER	CT NUMBER	VRS ☐ Certified ☐ Test witnessed

CERTIFICATE TYPE	CERTIFICATE NUMBER	DATE ISSUED	REINSPECTION DATE	ODOMETER

Remarks

_CTED BY: G. BALENGER

I.D. NUMBER: A9764

Use previous editions until depleted

C343A 10-98.XLS

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

SAFETY COMPLIANCE REPORT/ TERMINAL RECORD UPDATE

CHP 343 (Rev. 10-00) OPI 062

NEW TERMINAL INFORMATION	CA NUMBER	FILE CODE NUMBER	COUNTY CODE
☑ Yes ☐ No	332536	205804	19

CARRIER TYPE	CODE	OTHER PROGRAM	LOCATION CODE	SUBAREA
BUS	T	G - B	530	S54

TERMINAL NAME: DIVERSIFIED TRANSPORTATION, LLC

TELEPHONE NUMBER (W/ AREA CODE): (562) 432-3233

STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE): 601 GOLDEN AVE LONG BEACH, CA 90803

MAILING ADDRESS (NUMBER, STREET, CITY, ZIP CODE) (IF DIFFERENT FROM ABOVE): 1400 MISSION BLVD POMONA, CA 91766

LICENSE AND FLEET INFORMATION

HM LIC. NO.	HWT REG. NO.	IMS LIC. NO.	TRUCKS AND TYPES	TRAILERS AND TYPES	BUSES BY TYPE	DRIVERS
					I- 98 II-	161
EXP. DATE	**EXP. DATE**	**EXP. DATE**	**REG. CT**	**HW VEHICLES**	**HW CONTAINERS**	**CSAT**
						☐ Yes ☑ No

EMERGENCY CONTACTS (In Calling Order of Preference)

EMERGENCY CONTACT (NAME)	DAY TELEPHONE NUMBER (W/ AREA CODE)	NIGHT TELEPHONE NUMBER (W/ AREA CODE)
ROBIN PETE	(562) 901-2479	(562) 257-0486
EMERGENCY CONTACT (NAME)	DAY TELEPHONE NUMBER (W/ AREA CODE)	NIGHT TELEPHONE NUMBER (W/ AREA CODE)

ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL FOR LAST YEAR [2008]

A	B	C	D	E	F	G	H	I
☐ UNDER 15,000	☐ 15,001 50,000	☐ 50,001 100,000	☐ 100,001 500,000	☑ 500,001 1,000,000	☐ 1,000,001 2,000,000	☐ 2,000,001 5,000,000	☐ 5,000,001 10,000,000	☐ MORE THAN 10,000,000

OPERATING AUTHORITIES

PUC	T-	T-	☐ TCP 21312 ☐ PSC	☐ TCP ☐ PSC	US DOT
ICC	☐ MC ☐ MX	☐ MC ☐ MX	MCP ☐ Yes ☐ No ☑ N/A	REASON FOR INSPECTION: BUS TERMINAL REINSPECTION TOUR BUS	

INSPECTION RATINGS: S=Satisfactory U=Unsatisfactory C=Conditional UR=Unrated N/A-Not Applicable

INSPECTION FINDINGS REQMTS	VIOL	MAINTENANCE PROGRAM	DRIVER RECORDS	REG. EQUIPMENT	HAZARDOUS MATERIALS	TERMINAL
MAINTENANCE PROGRAM		1 UR 2 U 3 C 4 S	1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 NA 2 NA 3 NA 4 NA	1 UR 2 U 3 C 4 S
DRIVER RECORDS		No. Time	No. Time	No. Time	Time	Time In / Time Out
DRIVER HOURS		HAZARDOUS MATERIALS ☐ No HM Transported ☐ No HM Violations Noted		CONTAINERS/TANKS No. Time	VEHICLES PLACED OUT OF SERVICE Vehicles Units	
BRAKES						
LAMPS & SIGNALS						
CONNECTING DEVICES						
STEERING & SUSPENSION						
TIRES & WHEELS						
EQUIPMENT REQUIREMENTS						
CONTAINERS & TANKS						
HAZARDOUS MATERIALS						

REMARKS

See basic bus terminal re-inspection for findings and recommendations dated 9-10-09.

Carriers' Tour Bus terminal is rated Satisfactory at this time

BIT	NON-BIT	FEE DUE	CHP 345	CHP 100D COL.	INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY)
☐ I ☐ R	☐	☐ Yes ☐ No	☐		

INSPECTED BY (NAME)	ID NUMBER	INSPECTION DATE(S)	SUSPENSE DATE
G. BALENGER	A9764	9/ 8,9,10 /09	☑ Auto ☐ None

MOTOR CARRIER CERTIFICATION

I hereby certify that all violations described hereon and recorded on the attached pages (2 through 9), 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	CARRIER REPRESENTATIVE'S SIGNATURE	DATE
SATISFACTORY	X	09/10/09
CARRIER REPRESENTATIVE'S PRINTED NAME: Robin Pete	TITLE: manager	DRIVER LICENSE NUMBER / STATE

Destroy Previous Editions

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STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

SAFETY COMPLIANCE REPORT/ TERMINAL RECORD UPDATE

CHP 343 (Rev 6-10) OPI 062

NEW TERMINAL INFORMATION	CA NUMBER	FILE CODE NUMBER	COUNTY CODE	BED
☑ Yes ☐ No	332536	205804	19	

TERMINAL TYPE	CODE	OTHER PROGRAM(S)	LOCATION CODE	SUBAREA
☐ Truck ☑ Bus	T		530	S54

TERMINAL NAME: DIVERSIFIED TRANSPORTATION LLC

TELEPHONE NUMBER (W/ AREA CODE): (562) 432-3233

TERMINAL STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE): 601 GOLDEN AVE. LONG BEACH, CA. 90803

MAILING ADDRESS (NUMBER, STREET, CITY, STATE, ZIPCODE) (IF DIFFERENT FROM ABOVE): 1400 E. MISSION BLVD. POMONA, CA. 91766

INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY): SAME

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			I- 87 II- 6	96	
EXP. DATE	**EXP. DATE**	**EXP. DATE**	**REG. CT**	**HW VEH.**	**HW CONT.**	**PPB / CSAT**	
N/A	N/A	N/A				☐ Yes ☑ 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)	DAY TELEPHONE NO. (W/ AREA CODE)	NIGHT TELEPHONE NO. (W/ AREA CODE)
ROBIN PETE	(562) 901-2497	(562) 257-0486
SCOTT WILLIAMS	(562) 432-3233	(909) 957-0100

ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL LAST YEAR [2009]

A	B	C	D	E	F	G	H	I
☐ UNDER 15,000	☐ 15,001 — 50,000	☐ 50,001— 100,000	☐ 100,001— 500,000	☑ 500,001— 1,000,000	☐ 1,000,001— 2,000,000	☐ 2,000,001— 5,000,000	☐ 5,000,001— 10,000,000	☐ MORE THAN 10,000,000

OPERATING AUTHORITIES OR PERMITS

PUC	☐ T N/A	☑ TCP 21312 ☐ PSC	MOTOR CARRIER OF PROPERTY PERMIT ACTIVE: ☐ Yes ☐ No ☑ N/A	IMS FITNESS EVALUATION: ☐ Yes ☐ No
USDOT	US DOT NUMBER: N/A	☐ MC N/A ☐ MX	☐ MC N/A ☐ MX	REASON FOR INSPECTION: ANNUAL TOUR BUS TERMINAL INSPECTION

INSPECTION RATINGS: S = Satisfactory U = Unsatisfactory C = Conditional UR = Unrated N/A = Not Applicable

INSPECTION FINDINGS REQUIREMENTS	VIOL.	MAINTENANCE PROGRAM	DRIVER RECORDS	REG. EQUIPMENT	HAZARDOUS MATERIALS	TERMINAL
MAINTENANCE PROGRAM		1 U 2 C 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 U 2 C 3 S 4 S
DRIVER RECORDS		No. 20 Time	No. 15 Time	No. 20 Time	TIME	TOTAL TIME
DRIVER HOURS		HAZARDOUS MATERIALS: ☑ No H/M Transported ☐ No H/M violations noted		CONTAINERS/TANKS: No. Time	VEHICLES PLACED OUT-OF-SERVICE: Vehicles Units	
BRAKES						
LAMPS & SIGNALS						
CONNECTING DEVICES						
STEERING & SUSPENSION						
TIRES & WHEELS						
EQUIPMENT REQUIREMENTS						
CONTAINERS & TANKS						
HAZARDOUS MATERIALS						

REMARKS

The carrier is in compliance with all tour bus regulations. Reference CHP 343 Annual Bus Terminal Inspection report dated: 9-14-10 for findings and recommendations.

BIT	NON - BIT	FEES DUE	CHP 345	CHP 100D COL.	INSPECTION DATE(S)	TIME IN	TIME OUT
☐ I ☐ R	☐	☐ Yes ☑ No	☐		9-07-10/9-08-10 9-09-10 / 9-10-10 9-14-10		

INSPECTED BY (NAME(S)): R. AGUILAR

ID NUMBER(S): A15313

SUSPENSE DATE: ☑ Auto ☐ 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 unsatisfatcory rating by contacting the Motor Carrier Safety Unit Supervisor at (323) 644-9557 within 5 calendar days of the rating.

CURRENT TERMINAL RATING	CARRIER REPRESENTATIVE'S SIGNATURE	DATE	
SATISFACTORY		9/14/2010	
CARRIER REPRESENTATIVE'S PRINTED NAME	**TITLE**	**DRIVER LICENSE NUMBER**	**STATE**
Robin Pete	Terminal Manager		

Destroy Previous Editions

Chp343_06

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

SAFETY COMPLIANCE REPORT/ TERMINAL RECORD UPDATE

CHP 343 (Rev 6-10) OPI 062

NEW TERMINAL INFORMATION	CA NUMBER	FILE CODE NUMBER	COUNTY CODE	BED
☑ Yes ☐ No	332536	205804	19	

TERMINAL TYPE	CODE	OTHER PROGRAM(S)	LOCATION CODE	SUBAREA
☐ Truck ☑ Bus	B		530	S54

TERMINAL NAME: DIVERSIFIED TRANSPORTATION LLC

TELEPHONE NUMBER (W/ AREA CODE): (562) 432-3233

TERMINAL STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE): 601 GOLDEN AVE. LONG BEACH, CA. 90803

MAILING ADDRESS (NUMBER, STREET, CITY, STATE, ZIPCODE) (IF DIFFERENT FROM ABOVE): 1400 E. MISSION BLVD. POMONA, CA. 91766

INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY): SAME

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			I- 87 II- 6	96	

EXP. DATE	EXP. DATE	EXP. DATE	REG. CT	HW VEH.	HW CONT.	PPB / CSAT
N/A	N/A	N/A				☐ Yes ☑ 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)	DAY TELEPHONE NO. (W/ AREA CODE)	NIGHT TELEPHONE NO. (W/ AREA CODE)
ROBIN PETE	(562) 901-2497	(562) 257-0486
SCOTT WILLIAMS	(562) 432-3233	(909) 957-0100

ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL LAST YEAR [2009]

A	B	C	D	E	F	G	H	I
☐ UNDER 15,000	☐ 15,001 – 50,000	☐ 50,001 – 100,000	☐ 100,001 – 500,000	☑ 500,001 – 1,000,000	☐ 1,000,001 – 2,000,000	☐ 2,000,001 – 5,000,000	☐ 5,000,001 – 10,000,000	☐ MORE THAN 10,000,000

OPERATING AUTHORITIES OR PERMITS

PUC	☐ T N/A	☑ TCP 21312 ☐ PSC	MOTOR CARRIER OF PROPERTY PERMIT ACTIVE: ☐ Yes ☐ No ☑ N/A	IMS FITNESS EVALUATION: ☐ Yes ☐ No
USDOT	US DOT NUMBER: N/A	☐ MC N/A ☐ MX	☐ MC N/A ☐ MX	REASON FOR INSPECTION: ANNUAL BUS TERMINAL INSPECTION

INSPECTION FINDINGS

REQUIREMENTS	VIOL
MAINTENANCE PROGRAM	1
DRIVER RECORDS	1
DRIVER HOURS	
BRAKES	
LAMPS & SIGNALS	5
CONNECTING DEVICES	
STEERING & SUSPENSION	
TIRES & WHEELS	
EQUIPMENT REQUIREMENTS	15
CONTAINERS & TANKS	
HAZARDOUS MATERIALS	

INSPECTION RATINGS: S = Satisfactory U = Unsatisfactory C = Conditional UR = Unrated N/A = Not Applicable

MAINTENANCE PROGRAM	DRIVER RECORDS	REG. EQUIPMENT	HAZARDOUS MATERIALS	TERMINAL
1 U 2 C 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 U 2 C 3 S 4 S

No. 20 Time	No. 15 Time	No. 20 Time	TIME / TOTAL TIME
HAZARDOUS MATERIALS: ☑ No H/M Transported ☐ No H/M violations noted		CONTAINERS/TANKS: No. Time	VEHICLES PLACED OUT-OF-SERVICE: Vehicles Units

REMARKS

See CHP 343-1 and CHP407F/343A for findings and recommendations.

BIT	NON - BIT	FEES DUE	CHP 345	CHP 100D COL.	INSPECTION DATE(S)	TIME IN	TIME OUT
☐ I ☐ R	☐	☐ Yes ☑ No	☐		9/7/10 / 9/8/10 9-09-10 / 9-10-10 9-14-10		

INSPECTED BY (NAME(S)): R. AGUILAR

ID NUMBER(S): A15313

SUSPENSE DATE: ☑ Auto ☐ 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 unsatisfatcory rating by contacting the Motor Carrier Safety Unit Supervisor at (323) 644-9557 within 5 calendar days of the rating.

CURRENT TERMINAL RATING	CARRIER REPRESENTATIVE'S SIGNATURE	DATE
SATISFACTORY		9/14/2010

CARRIER REPRESENTATIVE'S PRINTED NAME	TITLE	DRIVER LICENSE NUMBER	STATE
Robin Pete	Terminal Manager		

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
CONTINUATION
CHP 343-1 (REV 10-97) OPI 062

DATE 9-7-10/9-8-10/9-9-10	THIS IS A CONTINUATION OF
9-10-10 / 9-14-10	CHP 343

CARRIER NAME	CA NUMBER
DIVERSIFIED TRANSPORTATION LLC	332536
ADDRESS	**FC NUMBER**
601 GOLDEN AVE. LONG BEACH, CA. 90803	205804

REMARKS

1229 CCR Carrier does not demonstrate that **all drivers** are capable of safely operating each different type of vehicle before driving such vehicle(s) on a highway unsupervised. The driver's capability to operate the vehicle **shall include** special equipment such as wheelchair lifts, ramps, or wheelchair tie downs.

13 CCR 1232(a) Carrier's preventive maintenance program requires closer attention in the area of "equipment requirements" when performing systematic safety inspection.

13 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 terminal. Such notification shall be made in writing within 15 days of the change and shall be forward to:

CALIFORNIA HIGHWAY PATROL
COMMERCIAL RECORDS UNIT
P.O. BOX 942898
SACRAMENTO, CA. 94298-0001

Carrier's terminal inspection with required maintenance and drivers records is at a **SATISFACTORY** level of compliance.

DRIVER/VEHICLE EXAMINATION REPORT

CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2T9P000026
Inspection Date: 09/07/2010
Start: 8:00:00 AM PT **End:** 9:00:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

DIVERSIFIED TRANSPORTATION, LLC
6053 CENTURY BLVD
LOS ANGELES, CA 90045
USDOT#:
MC/MX#:
State#: 332536
Phone#: (562)432-3233
Fax#:
Location: 601 GOLDEN AVE.
Highway:
County: LOS ANGELES, CA
MilePost:
Origin:
Destination:

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 #	Company #	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	FORD	2001	CA	7A27709	77022	1FDWE45F61HB77022	14,000			

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	DISC	DISC

VIOLATIONS

Section Code	Type	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
1232(a) CCR	S	1	N		N	N	Left side rear stanchion bar not secured at fitting.

Placard: No **Cargo Tank:**

zMat: No HM Transported.

Special Checks: No Data for Special Checks.

State Information:
Odometer: 200249; File Code Number: 205804; Fuel Type: D; WC Passenger Capacity: 2; Passenger Capacity: 16; Bus Type: 1; Beat/Sub Area: S54; Veh #1 Type: 11; Regulated Vehicle: Y; Responsible Person: MOSES GARCIA; Address: 601 GOLDEN AVE.; City St Zip: LONG BEACH, CA. 90803;

Report Prepared By:
R. AGUILAR
X_____

Badge #:
A15313

Copy Received By:
X_____

DRIVER/VEHICLE EXAMINATION REPORT

CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2T9P000027
Inspection Date: 09/07/2010
Start: 9:00:00 AM PT **End:** 10:00:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

DIVERSIFIED TRANSPORTATION, LLC
6053 CENTURY BLVD
LOS ANGELES, CA 90045
USDOT#:
MC/MX#:
State#: 332536
Phone#: (562)432-3233
Fax#:
Location: 601 GOLDEN AVE.
Highway:
County: LOS ANGELES, CA
MilePost:
Origin:
Destination:

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 #	Company #	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	FORD	2006	CA	7X20031	20258	1FDXE45S66HA20258	14,050			

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	DISC	DISC

VIOLATIONS

Section Code	Type	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
24252(a) VC	S	1	N		N	N	Left side rear clearance lamp inoperative.

Placard: No **Cargo Tank:**

zMat: No HM Transported.

Special Checks: No Data for Special Checks.

State Information:
Odometer: 136165; File Code Number: 205804; Fuel Type: G; WC Passenger Capacity: 2; Passenger Capacity: 18; Bus Type: 1; Beat/Sub Area: S54; Veh #1 Type: 11; Regulated Vehicle: Y; Responsible Person: MOSES GARCIA; Address: 601 GOLDEN AVE.; City St Zip: LONG BEACH, CA. 90803;

Report Prepared By:
R. AGUILAR

Badge #:
A15313

Copy Received By:

X_____ X_____

DRIVER/VEHICLE EXAMINATION REPORT

CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2T9P000028
Inspection Date: 09/07/2010
Start: 10:00:00 AM PT **End:** 11:00:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

DIVERSIFIED TRANSPORTATION, LLC
6053 CENTURY BLVD
LOS ANGELES, CA 90045
USDOT#: **Phone#:** (562)432-3233
MC/MX#: **Fax#:**
State#: 332536
Location: 601 GOLDEN AVE.
Highway:
County: LOS ANGELES, CA

Driver:
License#: **State:**
Date of Birth:
CoDriver:
License#: **State:**
Date of Birth:
MilePost: **Shipper:**
Origin: **Bill of Lading:**
Destination: **Cargo:**

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Company #	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	CHEV	2008	CA	8406193	05826	1GBE5V1G68F405826	19,500			

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	DISC	DISC

VIOLATIONS

Section Code	Type	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
1232(a) CCR /003S		1	N		N	N	Axle #2 Left side inner tire has metal object in tread.

HMat: No HM Transported. **Placard:** No **Cargo Tank:**

Special Checks: No Data for Special Checks.

State Information:
Odometer: 56839; File Code Number: 205804; Fuel Type: G; WC Passenger Capacity: 2; Passenger Capacity: 28; Bus Type: 1; Beat/Sub Area: S54; Veh #1 Type: 11; Regulated Vehicle: Y; Responsible Person: MOSES GARCIA; Address: 601 GOLDEN AVE.; City St Zip: LONG BEACH, CA. 90803;

Report Prepared By: R. AGUILAR
Badge #: A15313
Copy Received By:

X_____ X_____

DRIVER/VEHICLE EXAMINATION REPORT

CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2T9P000029
Inspection Date: 09/07/2010
Start: 11:00:00 AM PT **End:** 12:00:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

DIVERSIFIED TRANSPORTATION, LLC
6053 CENTURY BLVD
LOS ANGELES, CA 90045
USDOT#: **Phone#:** (562)432-3233
MC/MX#: **Fax#:**
State#: 332536
Location: 601 GOLDEN AVE.
Highway:
County: LOS ANGELES, CA

Driver:
License#: **State:**
Date of Birth:
CoDriver:
License#: **State:**
Date of Birth:
MilePost: **Shipper:**
Origin: **Bill of Lading:**
Destination: **Cargo:**

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Company #	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	FORD	2002	CA	7J40325	8753	1FDWE35LX2HA08753	10,700			

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	DISC	DISC

VIOLATIONS

Section Code	Type	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
5204(a) VC	S	1	N		N	N	Registration tabs not dispayed on front license plate.
27232(a) CCR /0046	S	1	N		N	N	Drivers seat fabric deteriorated on seat cushion.
27232(a) CCR /0106	S	1	N		N	N	brake pedal pad worn out.
24608(a) VC	S	1	N		N	N	Left side rear red reflector missing.

HazMat: No HM Transported. **Placard:** No **Cargo Tank:**

Special Checks: No Data for Special Checks.

State Information:
Odometer: 228485; File Code Number: 205804; Fuel Type: G; WC Passenger Capacity: 2; Passenger Capacity: 10; Bus Type: 2; Beat/Sub Area: S54; Veh #1 Type: 11; Regulated Vehicle: Y; Responsible Person: MOSES GARCIA; Address: 601 GOLDEN AVE.; City St Zip: LONG BEACH, CA. 90803;

Report Prepared By:
R. AGUILAR

Badge #:
A15313

Copy Received By:

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DRIVER/VEHICLE EXAMINATION REPORT

CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2T9P000030
Inspection Date: 09/07/2010
Start: 12:00:00 PM PT **End:** 1:00:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

DIVERSIFIED TRANSPORTATION, LLC
6053 CENTURY BLVD
LOS ANGELES, CA 90045
USDOT#: **Phone#:** (562)432-3233
MC/MX#: **Fax#:**
State#: 332536

Driver:
License#: **State:**
Date of Birth:
CoDriver:
License#: **State:**
Date of Birth:

Location: 601 GOLDEN AVE.
Highway:
County: LOS ANGELES, CA

MilePost:
Origin:
Destination:

Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Company #	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	FORD	2004	CA	7J00284	8171	1FDXE45S44HA08171	14,050			

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	DISC	DISC

VIOLATIONS

Section Code	Type	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
5204(a) VC	S	1	N		N	N	registration tabs required on front plate.
24608(a) VC	S	1	N		N	N	Left and Right side rear red reflectors missing.
42(d) CCR /002	S	1	N		N	N	Fire extinguisher not properly secured.

HazMat: No HM Transported. **Placard:** No **Cargo Tank:**

Special Checks: No Data for Special Checks.

State Information:
Odometer: 194363; File Code Number: 205804; Fuel Type: G; WC Passenger Capacity: 2; Passenger Capacity: 18; Bus Type: 1; Beat/Sub Area: S54; Veh #1 Type: 11; Regulated Vehicle: Y; Responsible Person: MOSES GARCIA; Address: 601 GOLDEN AVE.; City St Zip: LONG BEACH, CA. 90803;

Report Prepared By:
R. AGUILAR

Badge #:
A15313

Copy Received By:

X_____ X_____

DRIVER/VEHICLE EXAMINATION REPORT

CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2T9P000031
Inspection Date: 09/07/2010
Start: 1:00:00 PM PT **End:** 2:00:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

DIVERSIFIED TRANSPORTATION, LLC
6053 CENTURY BLVD
LOS ANGELES, CA 90045
USDOT#:
MC/MX#:
State#: 332536
Phone#: (562)432-3233
Fax#:

Driver:
License#: **State:**
Date of Birth:
CoDriver:
License#: **State:**
Date of Birth:

Location: 601 GOLDEN AVE.
Highway:
County: LOS ANGELES, CA
MilePost:
Origin:
Destination:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Company #	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	FORD	2004	CA	8J61285	49190	1FDXE45S44HA49190	14,050			

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	DISC	DISC

VIOLATIONS

Section Code	Type	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
24252(a) VC	S	1	N		N	N	Right side rear turn signal inoperative.
26453(a) CCR	S	1	N		N	N	Brake pedal pad worn out.

HazMat: No HM Transported.
Placard: No **Cargo Tank:**

Special Checks: No Data for Special Checks.

State Information:
Odometer: 142149; File Code Number: 205804; Fuel Type: G; WC Passenger Capacity: 6; Passenger Capacity: 20; Bus Type: 1; Beat/Sub Area: S54; Veh #1 Type: 11; Regulated Vehicle: Y; Responsible Person: MOSES GARCIA; Address: 601 GOLDEN AVE.; City St Zip: LONG BEACH, CA. 90803;

Report Prepared By:
R. AGUILAR

Badge #:
A15313

Copy Received By:

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DRIVER/VEHICLE EXAMINATION REPORT

CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2T9P000032
Inspection Date: 09/07/2010
Start: 2:00:00 PM PT **End:** 3:00:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

DIVERSIFIED TRANSPORTATION, LLC
6053 CENTURY BLVD
LOS ANGELES, CA 90045
USDOT#: **Phone#:** (562)432-3233
MC/MX#: **Fax#:**
State#: 332536

Driver:
License#: **State:**
Date of Birth:
CoDriver:
License#: **State:**
Date of Birth:

Location: 601 GOLDEN AVE.
Highway:
County: LOS ANGELES, CA
MilePost:
Origin:
Destination:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Company #	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	FORD	2004	CA	8R79328	49364	1FBSS31S24HB49364	9,300			

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:** No **Cargo Tank:**

Special Checks: No Data for Special Checks.

te Information:
Odometer: 143828; File Code Number: 205804; Fuel Type: G; Passenger Capacity: 15; Bus Type: 2; Beat/Sub Area: S54; Veh #1 Type: 11; Responsible Person: MOSES GARCIA; Address: 601 GOLDEN AVE.; City St Zip: LONG BEACH, CA. 90803;

ort Prepared By:
R. AGUILAR

Badge #:
A15313

Copy Received By:

X_____

X_____

DRIVER/VEHICLE EXAMINATION REPORT

CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2T9P000033
Inspection Date: 09/08/2010
Start: 8:00:00 AM PT **End:** 9:00:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

DIVERSIFIED TRANSPORTATION, LLC
6053 CENTURY BLVD
LOS ANGELES, CA 90045
USDOT#: **Phone#:** (562)432-3233
MC/MX#: **Fax#:**
State#: 332536
Location: 601 GOLDEN AVE.
Highway:
County: LOS ANGELES, CA

Driver:
License#: **State:**
Date of Birth:
CoDriver:
License#: **State:**
Date of Birth:
MilePost: **Shipper:**
Origin: **Bill of Lading:**
Destination: **Cargo:**

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Company #	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	FORD	2004	CA	7J00289	08169	1FDXE45S64HA08169	14,050			

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:** No **Cargo Tank:**

Special Checks: No Data for Special Checks.

te Information:
Odometer: 208902; File Code Number: 205804; Fuel Type: G; WC Passenger Capacity: 2; Passenger Capacity: 20; Bus Type: 1; Beat/Sub Area: S54; Veh #1 Type: 11; Regulated Vehicle: Y; Responsible Person: MOSES GARCIA; Address: 601 GOLDEN AVE.; City St Zip: LONG BEACH, CA. 90803;

...eport Prepared By:
R. AGUILAR

Badge #:
A15313

Copy Received By:

X_____ X_____

DRIVER/VEHICLE EXAMINATION REPORT

CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2T9P000034
Inspection Date: 09/08/2010
Start: 9:00:00 AM PT **End:** 10:00:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

DIVERSIFIED TRANSPORTATION, LLC
6053 CENTURY BLVD
LOS ANGELES, CA 90045
USDOT#: **Phone#:** (562)432-3233
MC/MX#: **Fax#:**
State#: 332536
Location: 601 GOLDEN AVE.
Highway:
County: LOS ANGELES, CA

Driver:
License#: **State:**
Date of Birth:
CoDriver:
License#: **State:**
Date of Birth:
MilePost: **Shipper:**
Origin: **Bill of Lading:**
Destination: **Cargo:**

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Company #	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	FORD	2009	CA	8J23375	03192	1FDFE45S69DA03192	14,500			

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:** No **Cargo Tank:**

Special Checks: No Data for Special Checks.

te Information:
Odometer: 50316; File Code Number: 205804; Fuel Type: G; WC Passenger Capacity: 6; Passenger Capacity: 14; Bus Type: 2; Beat/Sub Area: S54; Veh #1 Type: 11; Regulated Vehicle: Y; Responsible Person: MOSES GARCIA; Address: 601 GOLDEN AVE.; City St Zip: LONG BEACH, CA. 90803;

Report Prepared By:
R. AGUILAR

Badge #:
A15313

Copy Received By:

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DRIVER/VEHICLE EXAMINATION REPORT

CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2T9P000035
Inspection Date: 09/08/2010
Start: 10:00:00 AM PT **End:** 11:00:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

DIVERSIFIED TRANSPORTATION, LLC
6053 CENTURY BLVD
LOS ANGELES, CA 90045

USDOT#:
MC/MX#:
State#: 332536
Phone#: (562)432-3233
Fax#:

Location: 601 GOLDEN AVE.
Highway:
County: LOS ANGELES, CA

MilePost:
Origin:
Destination:

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 #	Company #	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	FORD	2009	CA	8J23376	03194	1FDFE45SX9DA03194	14,500			

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:** No **Cargo Tank:**

Special Checks: No Data for Special Checks.

te Information:
Odometer: 50800; File Code Number: 205804; Fuel Type: G; WC Passenger Capacity: 8; Passenger Capacity: 14; Bus Type: 2; Beat/Sub Area: S54; Veh #1 Type: 11; Regulated Vehicle: Y; Responsible Person: MOSES GARCIA; Address: 601 GOLDEN AVE.; City St Zip: LONG BEACH, CA. 90803;

...port Prepared By:
R. AGUILAR

Badge #:
A15313

Copy Received By:

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DRIVER/VEHICLE EXAMINATION REPORT

CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2T9P000036
Inspection Date: 09/08/2010
Start: 11:00:00 AM PT **End:** 12:00:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

DIVERSIFIED TRANSPORTATION, LLC
6053 CENTURY BLVD
LOS ANGELES, CA 90045
USDOT#:
MC/MX#:
State#: 332536
Phone#: (562)432-3233
Fax#:

Driver:
License#: **State:**
Date of Birth:
CoDriver:
License#: **State:**
Date of Birth:

Location: 601 GOLDEN AVE.
Highway:
County: LOS ANGELES, CA
MilePost:
Origin:
Destination:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Company #	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	FORD	2001	CA	6V69065	13689	1FDXE45S41HB13689	14,050			

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	DISC	DISC

VIOLATIONS

Section Code	Type	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
24608(a) VC	S	1	N		N	N	Left and right side-rear red reflectors missing.

HM: No HM Transported. **Placard:** No **Cargo Tank:**

Special Checks: No Data for Special Checks.

State Information:
Odometer: 275180; File Code Number: 205804; Fuel Type: G; WC Passenger Capacity: 2; Passenger Capacity: 18; Bus Type: 1; Beat/Sub Area: S54; Veh #1 Type: 11; Regulated Vehicle: Y; Responsible Person: MOSES GARCIA; Address: 601 GOLDEN AVE.; City St Zip: LONG BEACH, CA. 90803;

Report Prepared By:
R. AGUILAR

Badge #:
A15313

Copy Received By:

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DRIVER/VEHICLE EXAMINATION REPORT

CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2T9P000037
Inspection Date: 09/08/2010
Start: 12:00:00 PM PT **End:** 1:00:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

DIVERSIFIED TRANSPORTATION, LLC
6053 CENTURY BLVD
LOS ANGELES, CA 90045
USDOT#:
MC/MX#:
State#: 332536
Phone#: (562)432-3233
Fax#:
Location: 601 GOLDEN AVE.
Highway:
County: LOS ANGELES, CA
MilePost:
Origin:
Destination:

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 #	Company #	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	FORD	2009	CA	8J23374	14238	1FDFE45S49DA14238	14,500			

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:** No **Cargo Tank:**

Special Checks: No Data for Special Checks.

Note Information:
Odometer: 50181; File Code Number: 205804; Fuel Type: G; WC Passenger Capacity: 4; Passenger Capacity: 14; Bus Type: 2; Beat/Sub Area: S54; Veh #1 Type: 11; Regulated Vehicle: Y; Responsible Person: MOSES GARCIA; Address: 601 GOLDEN AVE.; City St Zip: LONG BEACH, CA. 90803;

Report Prepared By:
R. AGUILAR

Badge #:
A15313

Copy Received By:

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DRIVER/VEHICLE EXAMINATION REPORT

CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2T9P000038
Inspection Date: 09/08/2010
Start: 1:00:00 PM PT **End:** 2:00:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

DIVERSIFIED TRANSPORTATION, LLC
6053 CENTURY BLVD
LOS ANGELES, CA 90045
USDOT#:
MC/MX#:
State#: 332536
Phone#: (562)432-3233
Fax#:

Driver:
License#: **State:**
Date of Birth:
CoDriver:
License#: **State:**
Date of Birth:

Location: 601 GOLDEN AVE.
Highway:
County: LOS ANGELES, CA
MilePost:
Origin:
Destination:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Company #	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	FORD	2003	CA	8P30446	82275	1FDXE45S33HA82275	14,050			

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	DISC	DISC

VIOLATIONS

Section Code	Type	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
27000(a)	S	1	N		N	N	Horn inoperative
63 CCR	S	1	N		N	N	Right side rear interior lamp inoperative.

HazMat: No HM Transported. **Placard:** No **Cargo Tank:**

Special Checks: No Data for Special Checks.

State Information:
Odometer: 225285; File Code Number: 205804; Fuel Type: G; WC Passenger Capacity: 2; Passenger Capacity: 14; Bus Type: 2; Beat/Sub Area: S54; Veh #1 Type: 11; Regulated Vehicle: Y; Responsible Person: MOSES GARCIA; Address: 601 GOLDEN AVE.; City St Zip: LONG BEACH, CA. 90803;

Report Prepared By:
R. AGUILAR

Badge #:
A15313

Copy Received By:

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DRIVER/VEHICLE EXAMINATION REPORT

CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2T9P000039
Inspection Date: 09/08/2010
Start: 2:00:00 PM PT **End:** 3:00:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

DIVERSIFIED TRANSPORTATION, LLC
6053 CENTURY BLVD
LOS ANGELES, CA 90045
USDOT#:
MC/MX#:
State#: 332536
Phone#: (562)432-3233
Fax#:

Driver:
License#: **State:**
Date of Birth:
CoDriver:
License#: **State:**
Date of Birth:

Location: 601 GOLDEN AVE.
Highway:
County: LOS ANGELES, CA
MilePost:
Origin:
Destination:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Company #	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	FORD	2002	CA	8S52103	04641	1FDXE45S62HB04641	14,050			

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	DISC	DISC

VIOLATIONS

Section Code	Type	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
1232(a) CCR	S	1	N		N	N	Left side 1st passenger seat back rest fabric torn and deteriorated.
1232(a) CCR /001	S	1	N		N	N	699 CCR Left and right side turn signals flashes below limit of 60 to 120 flashes per minute.

Placard: No **Cargo Tank:**

HazMat: No HM Transported.

Special Checks: No Data for Special Checks.

State Information:
Odometer: 151496; File Code Number: 205804; Fuel Type: G; WC Passenger Capacity: 2; Passenger Capacity: 20; Bus Type: 1; Beat/Sub Area: S54; Veh #1 Type: 11; Regulated Vehicle: Y; Responsible Person: MOSES GARCIA; Address: 601 GOLDEN AVE.; City St Zip: LONG BEACH, CA. 90803;

Report Prepared By:
R. AGUILAR

Badge #:
A15313

Copy Received By:

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DRIVER/VEHICLE EXAMINATION REPORT

CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2T9P000040
Inspection Date: 09/09/2010
Start: 7:00:00 AM PT **End:** 8:00:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

DIVERSIFIED TRANSPORTATION, LLC
6053 CENTURY BLVD
LOS ANGELES, CA 90045
USDOT#: **Phone#:** (562)432-3233
MC/MX#: **Fax#:**
State#: 332536

Driver:
License#: **State:**
Date of Birth:
CoDriver:
License#: **State:**
Date of Birth:

Location: 601 GOLDEN AVE.
Highway:
County: LOS ANGELES, CA

MilePost:
Origin:
Destination:

Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Company #	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	FORD	2009	CA	8U22608	14240	1FDFE45S29DA14240	14,050			

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:** No **Cargo Tank:**

Special Checks: No Data for Special Checks.

Note Information:
Odometer: 47534; File Code Number: 205804; Fuel Type: G; WC Passenger Capacity: 4; Passenger Capacity: 14; Bus Type: 2; Beat/Sub Area: S54; Veh #1 Type: 11; Regulated Vehicle: Y; Responsible Person: MOSES GARCIA; Address: 601 GOLDEN AVE.; City St Zip: LONG BEACH, CA. 90803;

Report Prepared By:
R. AGUILAR

Badge #:
A15313

Copy Received By:

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DRIVER/VEHICLE EXAMINATION REPORT

CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2T9P000041
Inspection Date: 09/09/2010
Start: 8:00:00 AM PT **End:** 9:00:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

DIVERSIFIED TRANSPORTATION, LLC
6053 CENTURY BLVD
LOS ANGELES, CA 90045
USDOT#: **Phone#:** (562)432-3233
MC/MX#: **Fax#:**
State#: 332536

Driver:
License#: **State:**
Date of Birth:
CoDriver:
License#: **State:**
Date of Birth:

Location: 601 GOLDEN AVE. **MilePost:** **Shipper:**
Highway: **Origin:** **Bill of Lading:**
County: LOS ANGELES, CA **Destination:** **Cargo:**

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Company #	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	FORD	2001	CA	6N63943	59152	1FDSE35L81HB59152	9,600			

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	DISC	DISC

VIOLATIONS

Section Code	Type	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
24607 VC	S	1	N		N	N	Left side rear red reflector required.
5204(a) VC	S	1	N		N	N	Registration tabs required on rear license plate.

HazMat: No HM Transported. **Placard:** No **Cargo Tank:**

Special Checks: No Data for Special Checks.

State Information:
Odometer: 179230; File Code Number: 205804; Fuel Type: G; WC Passenger Capacity: 2; Passenger Capacity: 10; Bus Type: 2; Beat/Sub Area: S54; Veh #1 Type: 11; Regulated Vehicle: Y; Responsible Person: MOSES GARCIA; Address: 601 GOLDEN AVE.; City St Zip: LONG BEACH, CA. 90803;

Report Prepared By: R. AGUILAR
Badge #: A15313
Copy Received By:

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DRIVER/VEHICLE EXAMINATION REPORT

CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2T9P000042
Inspection Date: 09/09/2010
Start: 9:00:00 AM PT **End:** 10:00:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

DIVERSIFIED TRANSPORTATION, LLC
6053 CENTURY BLVD
LOS ANGELES, CA 90045
USDOT#: **Phone#:** (562)432-3233
MC/MX#: **Fax#:**
State#: 332536

Driver:
License#: **State:**
Date of Birth:
CoDriver:
License#: **State:**
Date of Birth:

Location: 601 GOLDEN AVE. **MilePost:** **Shipper:**
Highway: **Origin:** **Bill of Lading:**
County: LOS ANGELES, CA **Destination:** **Cargo:**

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Company #	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	FORD	2001	CA	8C94165	40668	1FDXE45S31HA40668	14,050			

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:** No **Cargo Tank:**

Special Checks: No Data for Special Checks.

te Information:
Odometer: 297157; File Code Number: 205804; Fuel Type: G; WC Passenger Capacity: 3; Passenger Capacity: 8; Bus Type: 2; Beat/Sub Area: S54; Veh #1 Type: 11; Regulated Vehicle: Y; Responsible Person: MOSES GARCIA; Address: 601 GOLDEN AVE.; City St Zip: LONG BEACH, CA. 90803;

..eport Prepared By: R. AGUILAR
Badge #: A15313
Copy Received By:

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DRIVER/VEHICLE EXAMINATION REPORT

CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2T9P000043
Inspection Date: 09/09/2010
Start: 10:00:00 AM PT **End:** 11:00:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

DIVERSIFIED TRANSPORTATION, LLC
6053 CENTURY BLVD
LOS ANGELES, CA 90045
USDOT#:
MC/MX#:
State#: 332536
Phone#: (562)432-3233
Fax#:
Location: 601 GOLDEN AVE.
Highway:
County: LOS ANGELES, CA
MilePost:
Origin:
Destination:

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 #	Company #	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	FORD	2004	CA	8S52090	27627	1FDXE45S64HA27627	14,050			

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	DISC	DISC

VIOLATIONS

Section Code	Type	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
24252(a) VC	S	1	N		N	N	Left side high beam lamp inoperative.

zMat: No HM Transported. **Placard:** No **Cargo Tank:**

Special Checks: No Data for Special Checks.

State Information:
Odometer: 157071; File Code Number: 205804; Fuel Type: G; WC Passenger Capacity: 6; Passenger Capacity: 20; Bus Type: 1; Beat/Sub Area: S54; Veh #1 Type: 11; Regulated Vehicle: Y; Responsible Person: MOSES GARCIA; Address: 601 GOLDEN AVE.; City St Zip: LONG BEACH 90803;

Report Prepared By:
R. AGUILAR

Badge #:
A15313

Copy Received By:

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DRIVER/VEHICLE EXAMINATION REPORT

CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2T9P000044
Inspection Date: 09/09/2010
Start: 11:00:00 AM PT **End:** 12:00:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

DIVERSIFIED TRANSPORTATION, LLC
6053 CENTURY BLVD
LOS ANGELES, CA 90045
USDOT#:
MC/MX#:
State#: 332536
Phone#: (562)432-3233
Fax#:
Location: 601 GOLDEN AVE.
Highway:
County: LOS ANGELES, CA

Driver:
License#: **State:**
Date of Birth:
CoDriver:
License#: **State:**
Date of Birth:
MilePost:
Origin:
Destination:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Company #	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	FORD	2009	CA	8J23378	14236	1FDFE45S09DA14236	14,500			

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:** No **Cargo Tank:**

Special Checks: No Data for Special Checks.

Date Information:
Odometer: 55244; File Code Number: 205804; Fuel Type: G; WC Passenger Capacity: 4; Passenger Capacity: 14; Bus Type: 2; Beat/Sub Area: S54; Veh #1 Type: 11; Responsible Person: MOSES GARCIA; Address: 601 GOLDEN AVE.; City St Zip: LONG BEACH, CA. 90803;

Report Prepared By:
R. AGUILAR

Badge #:
A15313

Copy Received By:

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DRIVER/VEHICLE EXAMINATION REPORT

CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2T9P000045
Inspection Date: 09/09/2010
Start: 12:00:00 PM PT **End:** 1:00:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

DIVERSIFIED TRANSPORTATION, LLC
6053 CENTURY BLVD
LOS ANGELES, CA 90045
USDOT#:
MC/MX#:
Phone#: (562)432-3233
Fax#:
State#: 332536
Location: 601 GOLDEN AVE.
Highway:
County: LOS ANGELES, CA

Driver:
License#: **State:**
Date of Birth:
CoDriver:
License#: **State:**
Date of Birth:
MilePost: **Shipper:**
Origin: **Bill of Lading:**
Destination: **Cargo:**

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Company #	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	FORD	2009	CA	8U22607	14241	1FDFE45S49DA14241	14,500			

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:** No **Cargo Tank:**

Special Checks: No Data for Special Checks.

Note Information:
Odometer: 43239; File Code Number: 205804; Fuel Type: G; WC Passenger Capacity: 4; Passenger Capacity: 16; Bus Type: 2; Beat/Sub Area: S54; Veh #1 Type: 11; Responsible Person: MOSES GARCIA; Address: 601 GOLDEN AVE.; City St Zip: LONG BEACH, CA. 90803;

Report Prepared By:
R. AGUILAR

Badge #:
A15313

Copy Received By:

X_____

X_____

STATEMENT OF EQUIPMENT FORM
FOR
LENNOX AND ATHENS SHUTTLES SERVICES (2011-PA005)

PROPOSER'S NAME: Diversified Transportation, LLC dba Tectrans

ADDRESS: 6053 W Century Blvd, 9th Floor, Los Angeles, CA 90045

TELEPHONE: (310)981-9500

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT AVAILABLE

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	OPERATIONAL/ NON-OPERATIONAL	LOCATION
Cutaway (20 + 4)	Ford	Starcraft	2007	32587	good - used	operational	long beach

LOS ANGELES COUNTY CODE

Title 2 ADMINISTRATION

Chapter 2.201 Living Wage Program

2.201.010 Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles.

2.201.20 Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.

B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.

C. "Employer" means:

1. An individual or entity who has a contract with the county:

   a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or

   b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and

   c. Who has received or will receive an aggregate sum of $25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or

2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.

D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief executive officer, but in no event less than 35 hours worked per week.

E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et.

Seq. of this code, entitled Contracting with Private Business.

2.201.30 Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable.

*Editor's note: Effective three months after the effective date of the Ordinance approval.

2.201.040 Payment of living wage.

A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be $9.64 per hour with health benefits, or $11.84 per hour without health benefits.

B. To qualify for the living wage rate with health benefits, an employer shall pay at least $2.20 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.

C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section above for future contracts. Any adjustments to the living wage rate specified in subsection A and B that are adopted by the board of supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate.

2.201.050 Other provisions.

A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.

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

C. Administration. The chief executive officer shall be responsible for the administration of this chapter. The chief executive officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The chief executive officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and on-going administration of this Chapter. Such instructions may provide for the delegation of functions to other county departments.

D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief executive officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief executive officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.

E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ordinance No. 99-0048 ' 1 (part), 1999.)

2.201.60 Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief executive officer, or to the county auditor/controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ordinance No. 99-0048 ' 1 (part), 1999.)

2.201.70 Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

A. A "retention employee" is an employee of a predecessor employer:

1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;

2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contact; and

3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.

B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.

C. A subsequent employer is not required to hire a retention employee who:

1. Has been convicted of a crime related to the job or his or her job performance; or

2. Fails to meet any other county requirement for employees of a contractor.

D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer

may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ordinance No. 99-0048 ' 1 (part), 1999.)

2.201.80 Enforcement and Remedies.

For violation of any of the provisions of this chapter:

A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.

B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief executive officer:

1. Assess liquidated damages as provided in the contract; and/or

2. Recommend to the board of supervisors the termination of the contract; and/or

3. Recommend to the board of supervisors that an Employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code.

2.201.090 Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.

B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.

D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:

1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and

2. Has 20 or fewer employees during the contract period, including full time and part time employees; and

3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed $1,000,000.00; or

4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed $2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than $1,000,000.00 in annual gross revenues or $2,500,000.00 in annual gross revenues if a technical or professional service.

"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. (Ordinance No. 99-0055 ' 1, 1999: Ordinance No. 99-0048 ' 1 (part), 1999.)

2.201.100 **Severability.** If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ordinance No. 99-0048 ' 1 (part), 1999.)

*Editor's note: Ordinance 99-0048, which enacted Chapter 2.201, is effective on July 22, 1999.

FORM LW-3

COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE

Contractor Living Wage Declaration

The contract to be awarded pursuant to this Request for Proposals (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to Public Works before the deadline to submit proposals.

If you are not exempt from the Program, please check the option that best describes your intention to comply with Program.

☐ I <u>do not</u> have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than **$11.84 per hour** per employee.

☐ I <u>do have</u> a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than $2.20 per hour** per employee. I will pay an hourly wage of not less that **$11.84 per hour** per employee.

☒ I <u>do have</u> a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least $2.20 per hour** per employee. I will pay an hourly wage of not less than **$9.64 per hour** per employee.

Health Plan(s): Anthem Blue Cross

Company Insurance Group Number: HMO 276-088H001

Health Benefit(s) Payment Schedule: PPO 276-088M001

☒ Monthly ☐ Quarterly ☐ Bi-Annual

☐ Annually ☐ Other: _____ (Specify)

PLEASE PRINT COMPANY NAME: Diversified Transportation, LLC dba Tectrans	
I declare under penalty of perjury under the laws of the State of California that the above information is true and correct:	
SIGNATURE: Dwight Brashear	DATE: 04/26/2011
PLEASE PRINT NAME: Dwight Brashear	TITLE OR POSITION: Executive Vice President, Business Development

FORM LW-4

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM
ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE

The undersigned individual is the owner or authorized agent of the business entity or organization (Firm) identified below and makes the following statements on behalf of his or her Firm. **CHECK EACH APPLICABLE BOX.**

LIVING WAGE ORDINANCE:

☒ I have read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understand that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

☒ I have read the provisions of the RFP describing the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understand 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 a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal; **OR**

☐ The Firm **HAS** been named in a complaint, claim, investigation, or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the 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 the three 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 the three years of the date of the proposal that the Firm committed a Labor/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 years; **OR**

☐ The Firm **HAS** been debarred by a public entity within the past ten years. Provide the pertinent information (including each public entity's name and address, dates of disbarment, and nature of each debarment) 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.

Dwight Brashear, Executive Vice President Business Dev.

Owner's/Agent's Authorized Signature — Print Name and Title

Diversified Transportation, LLC dba Tectrans — 04/26/2011

Print Name of Firm — Date

FORM LW-6

GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS

COUNTY DETERMINATION **Proposer Name:**_____ **Contracting Department:** _____ **Department Contact Person:**_____ **Phone:**_____	**RANGE OF DEDUCTION**_____ (Deduction is taken from the maximum evaluation points available)	
	Proposer Fully Disclosed	Proposer *Did Not* Fully Disclose
MAJOR County determination, based on the Evaluation Criteria, that proposer has a record of very serious violations.*	8 - 10% Consider investigating a finding of proposer non-responsibility**	16 - 20% Consider investigating a finding of proposer non-responsibility**
SIGNIFICANT County determination, based on the Evaluation Criteria, that proposer has a record of significant violations.*	4 - 7%	8 - 14% Consider investigating a finding of proposer non-responsibility**
MINOR County determination, based on the Evaluation Criteria, that proposer has a record of relatively minor violations.*	2 - 3%	4 - 6%
INSIGNIFICANT County determination, based on the Evaluation Criteria, that proposer has a record of very minimal violations.*	0 - 1%	1 - 2%
NONE County determination, based on the Evaluation Criteria, that proposer does not have a record of violations.*	0	N/A

Assessment Criteria

* A 'Labor Law/Payroll Violation' includes violations of any Federal, State or local statute, regulation or ordinance pertaining to wages, hours, working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination. The County may deduct points from a proposer's final evaluation score only for Labor Law/Payroll Violations with disposition by a public entity within the past three years of the date of the proposal.

The assessment and determination of whether a violation is major, significant, minor, or insignificant and the assignment of a percentage deduction shall include, but not be limited to, consideration of the following criteria and variables:

- ❑ Accuracy in self-reporting by proposer
- ❑ Health and/or safety impact
- ❑ Number of occurrences
- ❑ Identified patterns in occurrences
- ❑ Dollar amount of lost/delayed wages
- ❑ Assessment of any fines and/or penalties by public entities
- ❑ Proportion to the volume and extent of services provided, e.g., number of contracts, number of employees, number of locations, etc.

** County Code Title 2, Chapter 2.202.030 sets forth criteria for making a finding of contractor non-responsibility which are not limited to the above situations.

FORM LW-5

COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below): n/a

☐ 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: Diversified Transportation, LLC	Print Name of Owner: Tectrans, Inc.
Print Address of Firm: 6053 West Century Blvd, 9th Fl	Owner's/AGENT's Authorized Signature:
City, State, Zip Code: Los Angeles, CA 90045	Print Name and Title: Dwight Brashear Executive Vice President, Business Dev.

Public Entity Name	
Public Entity Address:	**Street Address:**
	City, State, Zip:
Case Number/Date Claim Opened:	**Case Number:**
	Date Claim Opened:
Name and Address of Claimant:	**Name:**
	Street Address:
	City, State, Zip:
Description of Work: (e.g., Janitorial)	
Description of Allegation and/or Violation:	
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	

☐ Additional Pages are attached for a total of n/a pages.

FORM LW-7

REQUESTED INFORMATION ON THE PROPOSER'S MEDICAL PLAN COVERAGE

Proposer: Diversified Transportation, LLC dba Tectrans

Name of Proposer's Health Plan: Anthem Blue Cross (HMO/PPO) **Date:** 04/26/2011

(Please use a separate form for each health plan offered by the proposer to employees who will be working under this contract.)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS please see attached Exhibit LW-7C
Proposer's Health Plan Premium Employee only Employee + 1 dependent Employee + 2 dependents Employee + 3 dependents	 Y N Y N Y N Y N	please see attached Exhibit LW-7A $ $ $ $	
Proposer's portion of above health premium payment Employee only Employee + 1 dependent Employee + 2 dependents Employee + 3 dependents	 Y N Y N Y N Y N	please see attached Exhibit LW-7B $ $ $ $	
Any Annual Deductible? Per Person Per Family	 Y N Y N	please see attached Exhibit LW-7C $ $	
Any Annual Maximum Employee Out-of-Pocket Expense? Per Person Per Family	 Y N Y N	 $ $	
Any Lifetime Maximum? Per Person Per Family	 Y N Y N	 $ $	
Ambulance coverage	Y N	$	
Doctor's Office Visits	Y N	$	
Emergency Care	Y N	$	
Home Health Care	Y N	$	
Hospice Care	Y N	$	
Hospital Care	Y N	$	
Immunizations	Y N	$	
Maternity	Y N	$	
Mental Health	Y N	$	
Mental Health In-Patient Coverage	Y N	$	

LW-7 – PROPOSER'S MEDICAL PLAN COVERAGE (continued)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Mental Health Out-Patient Coverage	Y N	$	
Physical Therapy	Y N	$	
Prescription Drugs	Y N	$	
Routine Eye Examinations	Y N	$	
Skilled Nursing Facility	Y N	$	
Surgery	Y N	$	
X-Ray and Laboratory	Y N	$	

Under this health plan, a full time employee:

[X] Becomes eligible for health insurance coverage after 90 days of employment.

[X] Is defined as an employee who is employed more than 32 hours per week.

OTHER BENEFITS:

NUMBER OF PAID SICK DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 0 DAYS.

B.NUMBER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 0 DAYS.

C.NUMBER OF PAID VACATION DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 0 DAYS.

D.NUMBER OF PAID VACATION DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 0 DAYS.

E.NUMBER OF PAID HOLIDAYS PER YEAR IS 6 DAYS.

TECTRANS

- CDSNet
- FMS Infoserv
- Diversified Transportation
- Mobility Plus Transportation
- LSF Shuttle
- MyTransitPlus
- Paul's Yellow Cab
- Western Transit Systems
- Yellow Cab of Greater Orange County

Exhibit LW-7A

Benefit Premium Monthly Costs 2010-2011

Anthem CA HMO			
Coverage	**Total Premium**	**Tectrans Cost**	**Employee Cost**
Employee only	402.10	301.57	100.53
Employee + Spouse or Domestic Partner (DP)	884.61	301.57	583.04
Employee + Children	723.78	301.57	422.21
Employee + Spouse (DP) + Children	1246.51	301.57	944.94
Anthem CA PPO			
Coverage	**Total Premium**	**Tectrans Cost**	**Employee Cost**
Employee only	432.53	301.57	130.96
Employee + Spouse or Domestic Partner (DP)	948.52	301.57	646.95
Employee + Children	774.67	301.57	473.10
Employee + Spouse (DP) + Children	1330.56	301.57	1,028.99

Anthem Blue Cross

Select HMO 2 20/30

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits. This proposed benefit summary is subject to the approval of the California Department of Insurance and the California Department of Managed Health Care.

Anthem Blue Cross Select HMO benefits are covered only when services are provided or coordinated by the primary care physician and authorized by the participating medical group or independent practice association (IPA), except services provided under the "ReadyAccess" program, OB/GYN services received within the member's medical group/IPA, and services for all mental and nervous disorders, and substance abuse. Benefits are subject to all terms, conditions, limitations, and exclusions of the Policy. This plan has a special network including a limited number of Physicians, Independent Practice Associations (IPAs) and Medical Groups and a limited Service Area which includes only certain counties and cities as described in Anthem's Provider Directory. The member must live and/or work in this limited Service Area to enroll in the Select HMO Plan.

Annual copay maximum: Individual $1,500; Family $3,000

The following copay does not apply to the annual copay maximum:

- for infertility services

Covered Services	Per Member Copay
Inpatient Medical Services	
➢ Semi-private room or private room if medically necessary; meals & special diets; services & supplies including:	$100/day
— Special care units	
— Operating room & special treatment rooms	
— Nursing care	
— Drugs, medications & oxygen administered in the hospital	
➢ Blood & blood products	No copay
Outpatient Medical Services *(Services received in a hospital, other than emergency room services, or in any facility that is affiliated with a hospital)*	
➢ Outpatient surgery & supplies	No copay
➢ Diagnostic X-ray & laboratory procedures	
— CT or CAT scan, MRI or nuclear cardiac scan	$100/test
— PET scan	$100/test
— All other X-ray & laboratory tests *(including mammograms and ultrasounds)*	No copay
➢ Radiation therapy, chemotherapy & hemodialysis treatment	No copay
➢ Short-term Physical, Occupational, or Speech Therapy *(limited to a 60-day period of care after an illness or injury; additional visits available when approved by the medical group)*	No copay
Ambulatory Surgical Center	
➢ Outpatient surgery & supplies	No copay
Skilled Nursing Facility *(limited to 100 days/calendar year)*	
➢ All necessary services & supplies *(excluding take-home drugs)*	No copay
Hospice Care *(Inpatient or outpatient services for members; family bereavement services)*	No copay
Home Health Care	
➢ Home visits when ordered by primary care physician *(limited to 100 visits/calendar year; one visit by a home health aide equals four hours or less)*	No copay
Physician Medical Services	
➢ Office & home visits	$20/visit
➢ Hospital visits	No copay
➢ Skilled nursing facility visits	No copay
➢ Specialists & consultants	$30/visit

Exhibit LW-7B

Covered Services	Per Member Copay
Short-Term Physical, Occupational, or Speech Therapy, or Chiropractic Care when Ordered by the Primary Care Physician *(limited to a 60-day period of care after an illness or injury; additional visits available when approved by the medical group)*	$20/visit
Acupuncture	$20/visit
Surgical Services	
➢ Surgeon & surgical assistant	No copay
➢ Anesthesiologist or anesthetist	No copay
General Medical Services *(when performed in non-hospital-based facility)*	
➢ Diagnostic X-ray & laboratory procedures	
— CT or CAT scan, MRI or nuclear cardiac scan	$100/test
— PET scan	$100/test
— All other X-ray & laboratory tests *(including mammograms, pap smears, & prostate cancer screening)*	No copay
➢ Radiation therapy, chemotherapy & hemodialysis treatment	No copay
Other Medical Services	
➢ Prosthetic devices	No copay
➢ Durable medical equipment including hearing aids *(hearing aids benefit available for one hearing aid per ear every three years)*	20% of charges
Preventive Care Services *Preventive Care Services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits*	
➢ Complete physical exams & periodic routine checkups when ordered by the primary care physician	No copay
➢ Well-baby & well-child care	No copay
➢ Well-woman exams	No copay
➢ Hearing exams	No copay
➢ Vision exams *(vision screening from primary care physician covers evaluation only; diagnostic & treatment programs, including refractions, from an optometrist or ophthalmologist must be authorized by the primary care physician)*	No copay
Health Education and Wellness Programs	
➢ Specified immunizations	No copay
➢ Allergy testing & treatment *(including serums)*	$20/exam
➢ Medical social services	No copay
➢ Selected health education programs	No copay
Emergency Care **In Area** *(within 20 miles of medical group)* **and Out of Area**	
➢ Physician & medical services	No copay
➢ Outpatient hospital emergency room services	$100/visit *(waived if admitted)*
➢ Inpatient hospital services	$100/day
Ambulance Services	
➢ Ground or air ambulance transportation when medically necessary, including medical services & supplies	No copay

Exhibit LW-7B

Covered Services	Per Member Copay
Pregnancy and Maternity Care	
Office Visits	
➢ Prenatal & postnatal care	$20/visit
➢ Complications of pregnancy or therapeutic abortions	$20/visit
Normal Delivery or Cesarean Section, including:	
➢ Inpatient hospital & ancillary services, including routine nursery care	$100/day
➢ Physician services *(inpatient only)*	No copay
Complication of Pregnancy or Therapeutic Abortion, including:	
➢ Inpatient hospital & ancillary services	$100/day
Outpatient hospital services	No copay
➢ Physician services *(inpatient only)*	No copay
Elective Abortions *(including prescription drug for abortion [mifepristone])*	$150
Genetic Testing of Fetus	No copay
Family Planning Services	
➢ Infertility studies & tests	50% of covered expense[1]
➢ Tubal ligation	$150
➢ Vasectomy	$50
➢ Counseling & consultation	No copay
Organ and Tissue Transplant	
➢ Inpatient Care	$100/day
➢ Physician office visits	$20/visit
➢ Specialist and consultant office visits	$30/visit
Mental or Nervous Disorders and Substance Abuse	
Inpatient Care	
➢ Facility-based care *(pre-authorization required)*	$100/day
➢ Physician hospital visits	No copay
Outpatient Care	
➢ Facility-based care *(pre-authorization required)*	No copay
➢ Outpatient physician visits *(pre-service review required after the 12th visit)*	$20/visit
Smoking Cessation Program	No copay

[1] Not applicable to the annual copay maximum

This Summary of Benefits is a brief review of benefits. Once enrolled, members will receive the Combined Evidence of Coverage and Disclosure Form, which explains the exclusions and limitations, as well as the full range of covered services of the plan, in detail.

Select HMO — Exclusions and Limitations

Care Not Approved. Care from a health care provider without the OK of primary care doctor, except for emergency services or urgent care.

Care Not Covered. Services before the member was on the plan, or after coverage ended.

Care Not Listed. Services not listed as being covered by this plan.

Care Not Needed. Any services or supplies that are not medically necessary.

Crime or Nuclear Energy. Any health problem caused: (1) while committing or trying to commit a felony, as long as any injuries are not a result of a medical condition or an act of domestic violence; or (2) by nuclear energy, when the government can pay for treatment.

Experimental or Investigative. Any experimental or investigative procedure or medication. But, if member is denied benefits because it is determined that the requested treatment is experimental or investigative, the member may ask that the denial be reviewed by an external independent medical review organization, as described in the Evidence of Coverage (EOC).

Government Treatment. Any services the member actually received that were given by a local, state or federal government agency, except when this plan's benefits, must be provided by law. We will not cover payment for these services if the member is not required to pay for them or they are given to the member for free.

Services Given by Providers Who Are Not With Anthem Blue Cross HMO. We will not cover these services unless primary care doctor refers the member, except for emergencies or urgent care.

Services Not Needing Payment. Services the member is not required to pay for or are given to the member at no charge, except services the member got at a charitable research hospital (not with the government). This hospital must:

1. Be known throughout the world as devoted to medical research.
2. Have at least 10% of its yearly budget spent on research not directly related to patient care.
3. Have 1/3 of its income from donations or grants (not gifts or payments for patient care).
4. Accept patients who are not able to pay.
5. Serve patients with conditions directly related to the hospital's research (at least 2/3 of their patients).

Work-Related. Care for health problems that are work-related if such health problems are or can be covered by workers' compensation, an employer's liability law, or a similar law. We will provide care for a work-related health problem, but, we have the right to be paid back for that care. See "Third Party Liability" below.

Acupressure. Acupressure, or massage to help pain, treat illness or promote health by putting pressure to one or more areas of the body.

Air Conditioners. Air purifiers, air conditioners, or humidifiers.

Birth Control Devices. Any devices needed for birth control which can be obtained without a doctor's prescription such as condoms.

Blood. Benefits are not provided for the collection, processing and storage of self-donated blood unless it is specifically collected for a planned and covered surgical procedure.

Braces or Other Appliances or Services for straightening the teeth (orthodontic services).

Chronic Pain Treatment. Treatment of frequent recurrences of pain, over a long period of time, that is not related to an active medical condition currently being treated.

Clinical Trials. Services and supplies in connection with clinical trials, except as specified as covered in the Evidence of Coverage (EOC).

Consultations given by telephone or fax.

Commercial weight loss programs. Weight loss programs, whether or not they are pursued under medical or *doctor* supervision, unless specifically listed as covered in this *plan*.

This exclusion includes, but is not limited to, commercial weight loss programs (Weight Watchers, Jenny Craig, LA Weight Loss) and fasting programs.

This exclusion does not apply to *medically necessary* treatments for morbid obesity or for treatment of anorexia nervosa or bulimia nervosa.

Cosmetic Surgery. Surgery or other services done only to make the member: look beautiful; to improve appearance; or to change or reshape normal parts or tissues of the body. This does not apply to reconstructive surgery the member might need to: get back the use of a body part; have for breast reconstruction after a mastectomy; correct or repair a deformity caused by birth defects, abnormal development, injury or illness in order to improve function, symptomatology or create a normal appearance. Cosmetic surgery does not become reconstructive because of psychological or psychiatric reasons.

Custodial Care or Rest Cures. Room and board charges for a hospital stay mostly for a change of scene or to make the member feel good. Services given by a rest home, a home for the aged, or any place like that.

Dental Services or Supplies. Dentures, bridges, crowns, caps, or dental prostheses, dental implants, dental services, tooth extraction, or treatment to the teeth or gums. Cosmetic dental surgery or other dental services for beauty purposes.

Diabetic Supplies. Prescription and non-prescription diabetic supplies, except as specified as covered in the EOC.

Eye Exercises or Services and Supplies for Correcting Vision. Optometry services, eye exercises, and orthoptics, except for eye exams to find out if the member's vision needs to be corrected. Eyeglasses or contact lenses are not covered. Contact lens fitting is not covered.

Eye Surgery for Refractive Defects. Any eye surgery just for correcting vision (like nearsightedness and/or astigmatism). Contact lenses and eyeglasses needed after this surgery.

Growth Hormones. Growth hormone treatment.

Food or Dietary Supplements. Nutritional and/or dietary supplements, except as provided in this *plan* or as required by law. This exclusion includes, but is not limited to, those nutritional formulas and dietary supplements that can be purchased over the counter, which by law do not require either a written prescription or dispensing by a licensed pharmacist.

Health Club Membership. Health club memberships, exercise equipment, charges from a physical fitness instructor or personal trainer, or any other charges for activities, equipment, or facilities used for developing or maintaining physical fitness, even if ordered by a *doctor*. This exclusion also applies to health spas.

Hearing Aids. Hearing aids or services for fitting or making a hearing aid, except as specified as covered in the EOC.

Immunizations. Immunizations needed to travel outside the USA.

Infertility Treatment. Any infertility treatment including artificial insemination or in vitro fertilization, sperm bank, and any related laboratory tests.

Lifestyle Programs. Programs to help member change how one lives, like fitness clubs, or dieting programs. This does not apply to cardiac rehabilitation programs approved by the medical group.

Mental or nervous disorders. Academic or educational testing, counseling. Remedying an academic or education problem, except as stated as covered in the EOC.

Non-Prescription Drugs. Non-prescription, over-the-counter drugs or medicines.

Orthopedic Shoes. Orthopedic shoes (except when joined to braces) or shoe inserts (except custom molded orthotics). This does not apply to shoes and inserts designed to prevent or treat foot complications due to diabetes.

Outpatient Drugs. Outpatient prescription drugs or medications including insulin.

Personal Care and Supplies. Services for personal care, such as: help in walking, bathing, dressing, feeding, or preparing food. Any supplies for comfort, hygiene or beauty purposes.

Private Contracts. Services or supplies provided pursuant to a private contract between the member and a provider, for which reimbursement under the Medicare program is prohibited, as specified in Section 1802 (42 U.S.C. 1395a) of Title XVIII of the Social Security Act.

Routine Exams. Routine physical or psychological exams or tests asked for by a job or other group, such as a school, camp, or sports program.

Scalp hair prostheses. Scalp hair prostheses, including wigs or any form of hair replacement.

Sex Change. Sex change surgery or treatments.

Sexual Problems. Treatment of any sexual problems unless due to a medical problem, physical defect, or disease.

Sterilization Reversal. Surgery done to reverse a sterilization.

Surrogate Mother Services. For any services or supplies provided to a person not covered under the plan in connection with a surrogate pregnancy (including, but not limited to, the bearing of a child by another woman for an infertile couple).

Third Party Liability – Anthem Blue Cross is entitled to reimbursement of benefits paid if the member recovers damages from a legally liable third party.

Coordination of Benefits – The benefits of this plan may be reduced if the member has any other group health or dental coverage so that the services received from all group coverages do not exceed 100% of the covered expense.

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Anthem Blue Cross

Solution PPO 2500/25/20

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits. This proposed benefit summary is subject to the approval of the California Department of Insurance and the California Department of Managed Health Care.

In addition to dollar and percentage copays, insured persons are responsible for deductibles, as described below. Please review the deductible information to know if a deductible applies to a specific covered service. Certain Covered Services have maximum visit and/or day limits per year. The number of visits and/or days allowed for these services will begin accumulating on the first visit and/or day, regardless of whether your Deductible has been met. Insured persons are also responsible for all costs over the plan maximums. Plan maximums and other important information appear in *italics*. Benefits are subject to all terms, conditions, limitations, and exclusions of the Policy.

Explanation of Covered Expense

Plan payments are based on covered expense, which is the lesser of the charges billed by the provider or the following:

PPO Providers—PPO negotiated rates. Insured persons are not responsible for the difference between the provider's usual charges & the negotiated amount.

Non-PPO Providers—For non-emergency services, the scheduled amount. For emergency services, same as other health care providers

Other Health Care Providers *(includes those not represented in the PPO provider network)*—The customary & reasonable charge for professional services or the reasonable charge for institutional services.

When using Non-PPO and Other Health Care Providers, insured persons are responsible for any difference between the covered expense & actual charges, as well as any deductible & percentage copay.

Calendar year deductible for all providers	$2,500/insured person; maximum of two separate deductibles/family
Deductible for non-Anthem Blue Cross PPO hospital or residential treatment center	$500/admission *(waived for emergency admission)*
Deductible for non-Anthem Blue Cross PPO hospital or residential treatment center if utilization review not obtained	$500/admission *(waived for emergency admission)*
Deductible for emergency room services	$100/visit *(waived if admitted directly from ER)*
Annual Out-of-Pocket Maximums PPO Providers & Other Health Care Providers	$5,000/insured person/year family maximum of two separate out of pocket maximums/year
Non-PPO Providers	$10,000/insured person/year family maximum of two separate out of pocket maximums/year

The following do not apply to out-of-pocket maximums: deductibles listed above; non-covered expense. After an insured person reaches the out-of-pocket maximum, the insured person no longer pays percentage copays for the remainder of the year. However, the insured person remains responsible for deductibles listed above; for non-PPO providers & other health care providers, costs in excess of the covered expense; amounts related to a transplant unrelated donor search.

Lifetime Maximum	Unlimited	
Covered Services	**PPO: Per Insured Person Copay**	**Non-PPO: Per Insured Person Copay[1]**
Hospital Medical Services *(subject to utilization review for inpatient services; waived for emergency admissions)*		
➢ Semi-private room, meals & special diets, & ancillary services	20%	40%
➢ Outpatient medical care, surgical services & supplies *(hospital care other than emergency room care)*	20%	40%
Ambulatory Surgical Centers ➢ Outpatient surgery, services & supplies	20%	40% *(benefit limited to $350/day)*
Hemodialysis ➢ Outpatient hemodialysis services & supplies	20%	40% *(benefit limited to $350/day)*
Skilled Nursing Facility *(subject to utilization review)* ➢ Semi-private room, services & supplies *(limited to 100 days/calendar year)*	20%	40%
Hospice Care ➢ Inpatient or outpatient services for insured persons with terminal illnesses; family bereavement services	20%[2]	

[1] The percentage copay for non-emergency services from non-Anthem Blue Cross PPO providers is based on the scheduled amount.

[2] These providers are not represented in the Anthem Blue Cross PPO network.

Exhibit LW-7B

Covered Services	PPO: Per Insured Person Copay	Non-PPO: Per Insured Person Copay[1]
Home Health Care *(subject to utilization review)*		
➢ Services & supplies from a home health agency *(limited to 100 visits/calendar year, one visit by a home health aide equals four hours or less; not covered while insured person receives hospice care)*	20%	40%
Home Infusion Therapy *(subject to utilization review)*		
➢ Includes medication, ancillary services & supplies; caregiver training & visits by provider to monitor therapy; durable medical equipment; lab services	20%	40% *(benefit limited to $600/day)*
Physician Medical Services		
➢ Office & home visits	$25/visit[2] *(deductible waived)*	40%
➢ Hospital & skilled nursing facility visits	20%	40%
➢ Surgeon & surgical assistant; anesthesiologist or anesthetist	20%	40%
Diagnostic X-ray & Lab		
➢ MRI, CT scan, PET scan & nuclear cardiac scan *(subject to utilization review)*	20%	40%
➢ Other diagnostic x-ray & lab	20%	40%
Preventive Care Services *Preventive Care Services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits*		
➢ Routine physical examinations *(birth through age six)*	No copay/exam *(deductible waived)*	40% *(benefit limited to $20/exam)*
➢ Immunizations *(birth through age six)*	No copay *(deductible waived)*	40% *(benefit limited to $12/immunization)*
➢ Routine physical exams, immunizations, diagnostic X-ray & lab for routine physical exam *(members 7 years old and older)*	No copay/exam *(deductible waived)*	Not covered
➢ Adult preventive services *(including mammograms, Pap smears, prostate cancer screenings & colorectal cancer screenings)*	No copay *(deductible waived)*	40% *(deductible waived)*
Physical Therapy, Physical Medicine & Occupational Therapy, including Chiropractic Services *(limited to 24 visits/calendar year; additional visits may be authorized)*	20%	40% *(benefit limited to $25/visit)*
Speech Therapy		
➢ Outpatient speech therapy following injury or organic disease	20%	40%
Acupuncture		
➢ Services for the treatment of disease, illness or injury *(limited to $30/visit & 12 visits/calendar year)*	20%[3]	40%[3]
Temporomandibular Joint Disorders		
➢ Splint therapy & surgical treatment	20%	40%
Pregnancy & Maternity Care		
➢ Physician office visits	$25/visit[2] *(deductible waived)*	40%
➢ Prescription drug for elective abortion *(mifepristone)*	20%	40%
Normal delivery, cesarean section, complications of pregnancy & abortion *(newborn routine nursery care covered when natural mother is insured employee or spouse/domestic partner)*		
➢ Inpatient physician services	20%	40%
➢ Hospital & ancillary services	20%	40%

[1] The percentage copay for non-emergency services from non-Anthem Blue Cross PPO providers is based on the scheduled amount.

[2] The dollar copay applies only to the visit itself. An additional 20% copay applies for any services performed in office (i.e., X-ray, lab, surgery), after any applicable deductible.

[3] Acupuncture services can be performed by a certified acupuncturist (C.A.), a doctor of medicine (M.D.), a doctor of osteopathy (D.O.), a podiatrist (D.P.M.), or a dentist (D.D.S.).

Exhibit LW-7B

Covered Services	PPO: Per Insured Person Copay	Non-PPO: Per Insured Person Copay[1]
Organ & Tissue Transplants *(subject to utilization review; specified organ transplants covered only when performed at Centers of Medical Excellence [CME])*		
➢ Inpatient services provided in connection with non-investigative organ or tissue transplants	20%	
➢ Transplant travel expense for an authorized, specified transplant at a *CME (recipient & companion transportation limited to $10,000 per transplant)*	No copay *(deductible waived)*	
➢ Unrelated donor search, limited to $30,000 per transplant		
Bariatric Surgery *(subject to utilization review; medically necessary surgery for weight loss, only for morbid obesity, covered only when performed at Centers of Medical Excellence [CME])*		
➢ Inpatient services provided in connection with medically necessary surgery for weight loss, only for morbid obesity	20%	
➢ Bariatric travel expense when insured person's home is 50 miles or more from the nearest Bariatric *CME (insured person's transportation to & from CME limited to $130/person/trip for 3 trips [pre-surgical visit, initial surgery & one follow-up visit]; one companion's transportation to & from CME limited to $130/person/trip for 2 trips [initial surgery & one follow-up visit]; hotel for insured person & one companion limited to one room double occupancy & $100/day for 2 days/trip, or as medically necessary, for pre-surgical & follow-up visit; hotel for one companion limited to one room double occupancy & $100/day for duration of insured person's initial surgery stay for 4 days; other reasonable expenses limited to $25/day/person for 4 days/trip)*	No copay *(deductible waived)*	
Diabetes Education Programs *(requires physician supervision)*		
➢ Teach insured persons & their families about the disease process, the daily management of diabetic therapy & self-management training	$25/visit *(deductible waived)*	40%
Prosthetic Devices		
➢ Coverage for breast prostheses; prosthetic devices to restore a method of speaking; surgical implants; artificial limbs or eyes; the first pair of contact lenses or eyeglasses when required as a result of eye surgery; & therapeutic shoes & inserts for insured persons with diabetes	20%	40%
Durable Medical Equipment		
➢ Rental or purchase of DME including hearing aids, dialysis equipment & supplies *(hearing aids benefit available for one hearing aid per ear every three years)*	20%	40%
Related Outpatient Medical Services & Supplies		
➢ Ground or air ambulance transportation, services & disposable supplies	20%[2]	
➢ Blood transfusions, blood processing & the cost of unreplaced blood & blood products	20%[2]	
➢ Autologous blood *(self-donated blood collection, testing, processing & storage for planned surgery)*	20%[2]	

[1] The percentage copay for non-emergency services from non-Anthem Blue Cross PPO providers is based on the scheduled amount.

[2] These providers are not represented in the Anthem Blue Cross PPO network.

Covered Services	PPO: Per Insured Person Copay	Non-PPO: Per Insured Person Copay[1]
Specialty Pharmacy Drugs *(utilization review may be required)* ➢ Specialty pharmacy drugs filled through the specialty pharmacy program *(limited to 30-day supply; not covered if benefits are provided through prescription drug benefits, if applicable)* **If insured person does not get specialty pharmacy drugs from the specialty pharmacy program, insured person will not receive any specialty pharmacy drug benefits under this plan, unless the insured person qualifies for an exception as specified in the Certificate.**	20%	Not covered[2]
Emergency Care		
➢ Emergency room services & supplies *($100 deductible waived if admitted)*	20%	20%
➢ Inpatient hospital services	20%	20%
➢ Physician services	20%	20%
Mental or Nervous Disorders and Substance Abuse		
Inpatient Care		
➢ Facility-based care *(subject to utilization review; waived for emergency admissions)*	20%	40%
➢ Inpatient physician visits	20%	40%
Outpatient Care		
➢ Facility-based care *(subject to utilization review; waived for emergency admissions)*	20%	40%
➢ Outpatient physician visits *(pre-service review required after the 12th visit)*	$25/visit[3] *(deductible waived)*	40%

[1] The percentage copay for non-emergency services from non-Anthem Blue Cross PPO providers is based on the scheduled amount.

[2] 10% copay if insured person or non-PPO physician obtains drug from Specialty Pharmacy Program; otherwise, not covered.

[3] The dollar copay applies only to the visit itself. An additional 20% copay applies for any services performed in office (i.e., X-ray, lab, surgery), after any applicable deductible.

This Summary of Benefits is a brief review of benefits. Once enrolled, insured persons will receive a Certificate of Insurance, which explains the exclusions and limitations, as well as the full range of covered services of the plan, in detail.

Solution PPO—Exclusions and Limitations

Not Medically Necessary. Services or supplies that are not medically necessary, as defined.

Experimental or Investigative. Any experimental or investigative procedure or medication. But, if insured person is denied benefits because it is determined that the requested treatment is experimental or investigative, the insured person may request an independent medical review, as described in the Certificate.

Outside the United States. Services or supplies furnished and billed by a provider outside the United States, unless such services or supplies are furnished in connection with urgent care or an emergency.

Crime or Nuclear Energy. Conditions that result from (1) the insured person's commission of or attempt to commit a felony, as long as any injuries are not a result of a medical condition or an act of domestic violence; or (2) any release of nuclear energy, whether or not the result of war, when government funds are available for the treatment of illness or injury arising from the release of nuclear energy.

Not Covered. Services received before the insured person's effective date. Services received after the insured person's coverage ends, except as specified as covered in the Certificate.

Excess Amounts. Any amounts in excess of covered expense or the lifetime maximum.

Work-Related. Work-related conditions if benefits are recovered or can be recovered, either by adjudication, settlement or otherwise, under any workers' compensation, employer's liability law or occupational disease law, whether or not the insured person claims those benefits. If there is a dispute of substantial uncertainty as to whether benefits may be recovered for those conditions pursuant to workers' compensation, we will provide the benefits of this plan for such conditions, subject to a right of recovery and reimbursement under California Labor Code Section 4903, as specified as covered in the Certificate.

Government Treatment. Any services the insured person actually received that were provided by a local, state or federal government agency, except when payment under this plan is expressly required by federal or state law. We will not cover payment for these services if the insured person is not required to pay for them or they are given to the insured person for free.

Services of Relatives. Professional services received from a person living in the insured person's home or who is related to the insured person by blood or marriage, except as specified as covered in the Certificate.

Voluntary Payment. Services for which the insured person has no legal obligation to pay, or for which no charge would be made in the absence of insurance coverage or other health plan coverage, except services received at a non-governmental charitable research hospital. Such a hospital must meet the following guidelines:

1. it must be internationally known as being devoted mainly to medical research;
2. at least 10% of its yearly budget must be spent on research not directly related to patient care;
3. at least one-third of its gross income must come from donations or grants other than gifts or payments for patient care;
4. it must accept patients who are unable to pay; and
5. two-thirds of its patients must have conditions directly related to the hospital's research.

Not Specifically Listed. Services not specifically listed in the plan as covered services.

Private Contracts. Services or supplies provided pursuant to a private contract between the insured person and a provider, for which reimbursement under Medicare program is prohibited, as specified in Section 1802 (42 U.S.C. 1395a) of Title XVIII of the Social Security Act.

Inpatient Diagnostic Tests. Inpatient room and board charges in connection with a hospital stay primarily for diagnostic tests which could have been performed safely on an outpatient basis.

Mental or Nervous Disorders. Academic or educational testing, counseling, and remediation. Mental or nervous disorders and alcohol or drug dependence, including rehabilitative care in relation to these conditions, except as specified as covered in the Certificate.

Nicotine Use. Smoking cessation programs or treatment of nicotine or tobacco use. Smoking cessation drugs.

Orthodontia. Braces, other orthodontic appliances or orthodontic services.

Dental Services or Supplies. Dental plates, bridges, crowns, caps or other dental prostheses, dental implants, dental services, extraction of teeth, treatment to the teeth or gums, or treatment to or for any disorders for the temporomandibular (jaw) joint, except as specified as covered in the Certificate. Cosmetic dental surgery or other dental services for beautification.

Hearing Aids or Tests. Hearing aids and routine hearing tests, except as specified as covered in the Certificate.

Optometric Services or Supplies. Optometric services, eye exercises including orthoptics. Routine eye exams and routine eye refractions, eyeglasses or contact lenses, except as specified as covered in the Certificate.

Outpatient Occupational Therapy. Outpatient occupational therapy, except by a home health agency, hospice, or infusion therapy provider, except as specified as covered in the Certificate.

Outpatient Speech Therapy. Outpatient speech therapy, except as specified as covered in the Certificate.

Cosmetic Surgery. Cosmetic surgery or other services performed solely for beautification or to alter or reshape normal (including aged) structures or tissues of the body to improve appearance. This exclusion does not apply to reconstructive surgery (that is, surgery performed to correct deformities caused by congenital or developmental abnormalities, illness, or injury for the purpose of improving bodily function or symptomatology or to create a normal appearance), including surgery performed to restore symmetry following mastectomy. Cosmetic surgery does not become reconstructive surgery because of psychological or psychiatric reasons.

Commercial Weight Loss Programs. Weight loss programs, whether or not they are pursued under medical or *physician* supervision, unless specifically listed as covered in this *plan*.

This exclusion includes, but is not limited to, commercial weight loss programs (Weight Watchers, Jenny Craig, LA Weight Loss) and fasting programs.

This exclusion does not apply to *medically necessary* treatments for morbid obesity or dietary evaluations and counseling, and behavioral modification programs for the treatment of anorexia nervosa or bulimia nervosa. Surgical treatment for morbid obesity is covered as described in the Certificate.

Sex Transformation. Procedures or treatments to change characteristics of the body to those of the opposite sex.

Sterilization Reversal.

Infertility Treatment. Any services or supplies furnished in connection with the diagnosis and treatment of infertility, including, but not limited to diagnostic tests, medication, surgery, artificial insemination, in vitro fertilization, sterilization reversal and gamete intrafallopian transfer.

Surrogate Mother Services. For any services or supplies provided to a person not covered under the plan in connection with a surrogate pregnancy (including, but not limited to, the bearing of a child by another woman for an infertile couple).

Orthopedic Supplies. Orthopedic supplies, orthopedic shoes (other than shoes joined to braces), or non-custom molded and cast shoe inserts, except for therapeutic shoes and inserts for the prevention and treatment of diabetes-related feet complications , except as specified as covered in the Certificate.

Air Conditioners. Air purifiers, air conditioners or humidifiers.

Custodial Care or Rest Cures. Inpatient room and board charges in connection with a hospital stay primarily for environmental change or physical therapy. Services provided by a rest home, a home for the aged, a nursing home or any similar facility. Services provided by a skilled nursing facility or custodial care or rest cures, except as specified as covered in the Certificate.

Chronic Pain. Treatment of chronic pain, except as specified as covered in the Certificate.

Health Club Memberships. Health club memberships, exercise equipment, charges from a physical fitness instructor or personal trainer, or any other charges for activities, equipment or facilities used for developing or maintaining physical fitness, even if ordered by a *physician*. This exclusion also applies to health spas.

Personal Items. Any supplies for comfort, hygiene or beautification.

Education or Counseling. Educational services or nutritional counseling, except as specified as covered in the Certificate. This exclusion does not apply to counseling for the treatment of anorexia nervosa or bulimia nervosa.

Food or Dietary Supplements. Nutritional and/or dietary supplements, except as provided in this *plan* or as required by law. This exclusion includes, but is not limited to, those nutritional formulas and dietary supplements that can be purchased over the counter, which by law do not requirement either a written prescription or dispensing by a licensed pharmacist.

Telephone and Facsimile Machine Consultations. Consultations provided by telephone or facsimile machine.

Routine Exams or Tests. Routine physical exams or tests which do not directly treat an actual illness, injury or condition, including those required by employment or government authority, except as specified as covered in the Certificate.

Acupuncture. Acupuncture treatment, as specified as covered in the Certificate. Acupressure or massage to control pain, treat illness or promote health by applying pressure to one or more specific areas of the body based on dermatomes or acupuncture points.

Eye Surgery for Refractive Defects. Any eye surgery solely or primarily for the purpose of correcting refractive defects of the eye such as nearsightedness (myopia) and/or astigmatism. Contact lenses and eyeglasses required as a result of this surgery.

Physical Therapy or Physical Medicine. Services of a physician for physical therapy or physical medicine, except when provided during a covered inpatient confinement or as specified as covered in the Certificate.

Outpatient Prescription Drugs and Medications. Outpatient prescription drugs or medications and insulin, except as specified as covered in the Certificate. Any non-prescription, over-the-counter patent or proprietary drug or medicine. Cosmetics, health or beauty aids.

Specialty Pharmacy Drugs. Specialty pharmacy drugs that must be obtained from the specialty pharmacy program, but, which are obtained from a retail pharmacy, are not covered by this plan. **Insured person will have to pay the full cost of the specialty pharmacy drugs obtained from a retail pharmacy that should have been obtained from the specialty pharmacy program.**

Contraceptive Devices. Contraceptive devices prescribed for birth control except as specified as covered in the Certificate.

Diabetic Supplies. Prescription and non-prescription diabetic supplies except as specified as covered in the Certificate.

Private Duty Nursing. Inpatient or outpatient services of a private duty nurse.

Lifestyle Programs. Programs to alter one's lifestyle which may include but are not limited to diet, exercise, imagery or nutrition. This exclusion will not apply to cardiac rehabilitation programs approved by us.

Wigs.

Pre-Existing Condition Exclusion — No payment will be made for services or supplies for the treatment of a pre-existing condition during a period of six months following either (a) insured person's effective date or (b) the first day of any waiting period required by the group, whichever is earlier. However, this limitation does not apply to a child born to or newly adopted by an enrolled employee or spouse/domestic partner, or to conditions of pregnancy. Also, if insured person was covered under creditable coverage, as outlined in the insured person's Certificate, the time spent under the creditable coverage will be used to satisfy, or partially satisfy, the six-month period.

Third Party Liability — Anthem Blue Cross Life and Health Insurance Company is entitled to reimbursement of benefits paid if the insured person recovers damages from a legally liable third party.

Coordination Of Benefits — The benefits of this plan may be reduced if the insured person has any other group health or dental coverage so that the services received from all group coverages do not exceed 100% of the covered expense.

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FORM LW-8.1

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: Lennox and Athens Shuttle Services (2011-PA005)

PROPOSER: Diversified Transportation LLC dba Tectrans

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ANNUAL HOURS	HOURLY WAGE RATE**	ANNUAL COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Project Manager	0	0	0	0	0	0	0	0	0	0	$ -
Operations Manager	0	0	0	0	0	0	0	0	0	0	$ -
Maintenance Manager	0	0	0	0	0	0	0	0	0	0	$ -
Maintenance Technician	0	0	0	0	0	0	0	0	0	0	$ -
Road Supervisor	0	0	0	0	0	0	0	0	0	0	$ -
Operator	0	12	12	12	0	0	0	36	1872	10.34	$ 19,356.48
Operator	0	12	12	12	0	0	0	36	1872	10.34	$ 19,356.48
Operator	0	0	0	0	12	12	11	35	1820	10.34	$ 18,818.80
Operator	0	0	0	0	12	12	11	35	1820	10.34	$ 18,818.80
											$

Comments/Notes:		
	Total Annual Salaries	$ 76,350.56
	(1) Vacations, Sick Leave, Holiday	$ 7,563.18
	(2) Health Insurance ***	$ 16,274.34
	(3) Payroll Taxes & Workers' Compensation	$ 18,498.78
	(4) Welfare and Pension	$ -
	Total Annual Employee Benefits (1+2+3+4)	$ 42,336.30
	(5) Equipment Costs	$ -
	(6) Service and Supply Costs	$ 106,048.74
	(7) General and Administrative Costs	$ 12,125.00
	(8) Profit	$ 13,774.40
	Total Annual Other Costs (5+6+7+8)	$ 131,948.14
	TOTAL ANNUAL PRICE	$ 250,635.00

* 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 least $11.84 per hour.

*** Minimum cost for health insurance is $2.20/hour if hourly wage rate is between $9.64 and $11.84, unless exemption from Living Wage requirements has been granted by the County.

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 complied 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.

Dwight Brashear
Name of Proposer

Signature

7/6/2011
Date

WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS

INSTRUCTIONS

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

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

ADDITIONAL PAGES MAY BE ATTACHED OR RESPONSES CAN BE PROVIDED IN A SEPARATE DOCUMENT.

IDENTIFY EACH RESPONSE BY THE CORRESPONDING QUESTION NUMBER.

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
1. **TRACKING HOURS WORKED** 1.1. How does the Proposer track employee hours actually worked? 1.2. Where do the Proposer's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite? 1.3. If the employees report to a central site with travel to the worksite, when does the Proposer consider the employees' shift to have started? At a central site or upon arrival at the work location?	1.1 Bio-metric time and attendance system, manifest logs, EZ-labor, and audits 1.2 Central site with travel to the worksite 1.3 At central site

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
2. REPORTING TIME How does the Proposer know employees actually reported to work and at what time? For example, sign-in sheets, computerized check in, call-in system, or some other method?	Bio-metric time and attendance system and EZ-labor
3. RECORDS OF ACTUAL TIME WORKED 3.1. What records are created to document the beginning and ending times of employee's actual work shifts? 3.2. What records are maintained by the Proposer of actual time worked? 3.3. Are the records maintained daily or at another interval (indicate the interval)? 3.4. Who creates these records (e.g., employee, supervisor, or office staff)? 3.5. Who checks the records, and what are they checking for? 3.6. What happens to these records? 3.7. Are they used as a source document to create Proposer's payroll? 3.8. ATTACH ACTUAL COPIES OF THESE RECORDS (Please blank out any personal information).	3.1 Driver manifest and EZ-labor electronic records 3.2 Driver Manifest and electronic time and attendance system 3.3 Daily 3.4 Employees audited by supervisory staff 3.5 Office staff-checking for accuracy/ommissions and errors 3.6 They are stored for audit purposes 3.7 No they are used as a back-up document to our electronic time and attendance system

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
4. OTHER RECORDS USED TO CREATE PAYROLL (IF ANY) 4.1. If records of actual time worked are not used to create payroll, what is the source document that is used? 4.2. Who prepares and who checks the source document? 4.3. Does the employee sign it? 4.4. Who approves the source document, and what do they compare it with prior to approving it?	4.1 n/a 4.2 n/a 4.3 Manager on-site reviews manifest logs against time and attendance system 4.4 Local management team
5. BREAKS 5.1. How does the Proposer know that employees take mandated breaks and meal breaks (periods)? 5.2. Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred? 5.3. If so, who prepares, reviews, and approves such documentation?	5.1 The breaks are built into the daily dispatch schedule for each driver and reflected on the driver manifest - signed by the driver after every shift 5.2 Yes the driver manifest is the supporting document for recording mandated breaks. This is also recorded and audited through our time and attendance system. 5.3 Local supervisors and Regional HR Director.

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
6. HOW PAYROLL IS PREPARED 6.1. Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid. 6.2. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)? 6.3. If by check, do they receive a single check for straight time and overtime or are separate payments made? 6.4. What information is provided on the check (e.g., deductions for taxes, etc.)? 6.5. **ATTACH A COPY OF A PAY CHECK AND PAY CHECK STUB THAT SHOWS DEDUCTION CATEGORIES (COVER UP OR BLOCK OUT BANK ACCOUNT INFORMATION AND ANY EMPLOYEE INFORMATION).**	67.1.1 please see the Payroll Policies and Procedures 6.2 Combination of methods 6.3 Same payroll check with payment allocation by code. Reg/OT etc. as different line items 6.4 Wages gross and net, sec 125 deductions of applicable and all regular and state required deductions.

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
7. MANUAL PAYROLL SYSTEM 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. 7.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?	7.1 n/a 7.2 n/a
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?	8.1 1. Time is captured in Bio-metric system 2. Uploaded after checked for accuracy by on-site managers 3. Processed at corporate office 8.2 n/a no multiple rates used 8.3 Embedded

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
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 Same as in service time 9.2 n/a we do not employ multiple wage rates 9.3a n/a All employees are paid the same rate which meets or exceeds the county living wage 9.3b Paid straight through
10. OVERTIME 10.1. How does the Proposer calculate overtime wages? 10.2. What if the employee has multiple wage rates?	10.1 Pursuant to California wage and hour laws over 8 hours in a day and over 40 hours in a week 10.2 n/a

DATED: 4-26-11 PROPOSER'S SIGNATURE: Dwight Brashears

Earnings Statement

Co. File #	Clock	Number
M1M156919	144	00080067

Worked In Dept: 011216
Home Dept: 011216

Diversified

Period End: 02/15/2011
Pay Date: 02/22/2011

Jose

Earnings	Code	Field #	Hours	Amount
Regular			80.75	872.10
Overtime			2.00	32.40
Gross Pay				**904.50**

Deductions	**Statutory**	Amount
Federal Income Tax		58.60
Social Security		37.99
Medicare		13.12
State Worked In: California	CA	5.27
SUI/SDI: California (taxing)	75	10.85

	Other	Amount
	CK1 - Checking	769.67
	U4 - Union Due Retro	9.00
Net Pay		**0.00**

Memos	Code	Amount
	H	80.75
	W	29.76
	X - 401k Max Elig/c	904.50

Print **Close**

Supervisor Services ▾ ezLaborManager.

Home | Group Labor | Schedules | My Employees

Timecard | Attendance | Benefits | Information

You are here: Timecard > Timecard Manager

Filter: *Default Filter* (104 of 173) **MICHEL, ENRIQUE (DPI990739)** Find

Pay Date Range: User-Defined Date Range ▾ 04/19/2011 - 04/19/2011

Printable View | Payroll Summary | Schedule | Multiple Employee View | Preferences

Submit | Submit & Calculate

Select		Supervisor Approval		Date In	Time In	Time Out	Hours	Daily Totals	Out Type	Earnings Code	Department	Contract	
☐	☑	☑	Tue	04/19/2011	06:00 AM	10:52 AM	4.75				104-04-...	144-3127	
☐	☑	☑	Tue	04/19/2011	01:10 PM	05:09 PM	4.00	8.75			104-04-...	144-3104	
						Total Hours:	8.75						

Submit | Submit & Calculate | Insert | Copy | Paste | Clear | Delete

Back to: Timecard

A

4

DRIVER'S DAILY RTATION LOG

Radio AM=Luken Dis 2 | PM=Luken Dis 1

DAY MARTES DATE 04/26/11

ROUTE # 127 VEHICLE # 63398 Mi. End _____

LAST NAME MICHEL FIRST NAME ENRIQUE Mi. Beg 2676

TOTAL _____

AM

Times:		Mileages:		Attendants (Last Name, First Name):	
GATE:	6:00 AM	GATE:	2676	JOSEFINA ROMERO	
1ST P/U:	6:36 AM	1ST P/U:	2682		
LAST D/O:	10:35 AM	LAST D/O:	2225		
GATE:	10:59 AM	GATE:	2729		

Attendance:	Cancels/No Shows (Last Name, First Name):	
WALK ON:	SINCOCK	LORRAINE
WHEEL CHAIR:	ROSEN	JULIE
TOTAL:		
CANCELS/NO SHOWS:		

PM

Times:		Mileages:		Attendants (Last Name, First Name):	
GATE:		GATE:			
1ST P/U:		1ST P/U:			
LAST D/O:		LAST D/O:			
GATE:		GATE:			

Attendance:	Cancels/No Shows (Last Name, First Name):	
WALK ON:		
WHEEL CHAIR:		
TOTAL:		
CANCELS/NO SHOWS:		

FUELING

Type: Gas / Diesel Odom: _____ Gallons: _____ $: _____ Time: _____

Notes: _____

Memo

To: All Valley Village P.M. Drivers

From: Diversified Transportation Management

Date: July 15, 2010

Re: Valley Village Facility

Drivers are not permitted to **leave their vehicle at any time** to us the restroom or get water at this location in the AM or PM.

On **Monday July 19, 2010 Drivers are to get in line to enter Valley Village at his/her schedule pick up time only** to pick up consumers. (NOT EARLIER)

Thanks
Management

Effective: 04/01/2011

VersaTrans 8.2
R&D Transportation Services
Bus Stop Locations for Route 127a

****

DELETE: SARIYA FINAI

****

Route: 127a A-SFV 8AMB 4WC
Bus: 3127
Driver: DIV
Family: SFV 2 AM 6.00AM

Start Time: 6:35a
End Time: 7:45a
Total Time: 70:02
Distance: 9.34 mi

Rider Totals
Picked Up: 10
Unloaded: 10
Transferred On: 0

2676

	Dist.	Pick Up	Unload	Transfer On
6:35a START: [redacted]		2		

2682

P I C K U P

DENISE DAVIS — [redacted] ST — VAL CIP/VAL VIL
ID: 1244
Emergency Contact 1: PATTY JIMENEZ — Contact 1
Emergency Contact 2: NANCY SOO HOO — Contact 2
WANDERS PLS SUPERVISE
SPED:

STACY WASHINGTON — [redacted] — VALLEY VILL ADH
ID: 828
Emergency Contact 1: NANCY SOO HOO — Contact 1
Emergency Contact 2: NANCY — Contact 2
MWC/SEPARATE FROM OLIVAREZ
SPED: WC

6:39

6:41a STOP: [redacted]		1		

P I C K U P

LORRAINE SINCOCK — [redacted] — VALLEY VILL ADH
ID: 2006
Emergency Contact 1: WILHEMINA TORRES — Contact 1
Emergency Contact 2: — Contact 2
MWC
SPED: WC

6:48a STOP: [redacted]		2		

2683AM

P I C K U P

MICHELLE ARDELL — [redacted] — VAL CIP/VAL VIL
ID: 1226
Emergency Contact 1: GRACE BOJOMO C.PROV. — Contact 1
Emergency Contact 2: — Contact 2

SPED:

GEOFFREY PAUL — [redacted] — VAL CIP/VAL VIL
ID: 834
Emergency Contact 1: — Contact 1
Emergency Contact 2: — Contact 2

SPED:

650

6:51a STOP: [redacted]		2		

2683

P I C K U P

LINDA DAMWIJK — [redacted] — VALLEY VILL ADH
ID: 1300
Emergency Contact 1: VIRGINIA RASO — Contact 1
Emergency Contact 2: V.RASO — Contact 2
RLS2SLF

Effective: 04/01/2011

VersaTrans 8.2
R&D Transportation Services
Bus Stop Locations for Route 127a

SPED:

CAROLYN KOERNER [redacted] VALLEY VILL ADH
ID: 55
Emergency Contact 1: [redacted] Contact 1
Emergency Contact 2: Contact 2
RLS2SLF
SPED:

6:53A
6:55a STOP: 8903 BALBOA BLVD 1
2684

========== P I C K U P ==========

CHRIS CHAPPELL [redacted] VALLEY VILL ADH
ID: 1198
Emergency Contact 1: Contact 1
Emergency Contact 2: Contact 2
WANDERS/SUPERVISE/MWC
SPED: WC

6:58A
7:06a STOP: [redacted] 1
2687A

========== P I C K U P ==========

ELISEO BARRIOS [redacted] VAL CIP/VAL VIL
ID: 574
Emergency Contact 1: Contact 1
Emergency Contact 2: Contact 2
SEIZURES, MWC
SPED: WC

7:09
7:16a STOP: [redacted] 1
2688

========== P I C K U P ==========

DUNG NGUYEN [redacted] VAL CIP/VAL VIL
ID: 708
Emergency Contact 1: Contact 1
Emergency Contact 2: Contact 2

SPED:

7:18
7:26a STOP: [redacted] 5
7:30AM
2691

========== U N L O A D ==========

MICHELLE ARDELL [redacted] VAL CIP/VAL VIL
ID: 1226
Emergency Contact 1: GRACE BOJOMO C.PROV. Contact 1
Emergency Contact 2: Contact 2

SPED:

ELISEO BARRIOS [redacted] VAL CIP/VAL VIL
ID: 574
Emergency Contact 1: Contact 1
Emergency Contact 2: Contact 2
SEIZURES, MWC
SPED: WC

DENISE DAVIS [redacted] VAL CIP/VAL VIL
ID: 1244
Emergency Contact 1: PATTY JIMENEZ Contact 1
Emergency Contact 2: NANCY SOO HOO Contact 2
WANDERS PLS SUPERVISE
SPED:

Effective: 04/01/2011

VersaTrans 8.2
R&D Transportation Services
Bus Stop Locations for Route 127a

DUNG NGUYEN [redacted] VAL CIP/VAL VIL
ID: 708
Emergency Contact 1: Contact 1
Emergency Contact 2: Contact 2

SPED:

GEOFFREY PAUL [redacted] VAL CIP/VAL VIL
ID: 834
Emergency Contact 1: Contact 1
Emergency Contact 2: Contact 2

SPED:

7:38AM
7:40a EN [redacted] 5

U N L O A D

2492AM

CHRIS CHAPPELL [redacted] VALLEY VILL ADH
ID: 1198
Emergency Contact 1: Contact 1
Emergency Contact 2: Contact 2
WANDERS/SUPERVISE/MWC
SPED: WC

LINDA DAMWIJK [redacted] VALLEY VILL ADH
ID: 1300
Emergency Contact 1: VIRGINIA RASO Contact 1
Emergency Contact 2: V.RASO Contact 2
RLS2SLF
SPED:

CAROLYN KOERNER [redacted] VALLEY VILL ADH
ID: 55
Emergency Contact 1: Contact 1
Emergency Contact 2: Contact 2
RLS2SLF
SPED:

LORRAINE SINCOCK [redacted] VALLEY VILL ADH
ID: 2006
Emergency Contact 1: WILHEMINA TORRES Contact 1
Emergency Contact 2: Contact 2
MWC
SPED: WC

STACY WASHINGTON [redacted] VALLEY VILL ADH
ID: 828
Emergency Contact 1: NANCY SOOHOO Contact 1
Emergency Contact 2: NANCY Contact 2
MWC/SEPARATE FROM OLIVAREZ
SPED: WC

2/9

Effective: 04/11/2011

VersaTrans 8.2
R&D Transportation Services
Bus Stop Locations for Route 127b

****

ADD: AZITA GHAJARIAN

****

Route: 127b A-SFV 8AMB 4WC
Bus: 3127
Driver: DIV
Family: SFV 5 AM

Start Time: 8:31a
End Time: 9:00a
Total Time: 28:30
Distance: 6.58 mi

Rider Totals
Picked Up: 5
Unloaded: 5
Transferred On: 0

		Dist.	Pick Up	Unload	Transfer On
8:31a	START: [redacted]		1		
	========== P I C K U P ==========				
	JOSEPH REVELLA ID: 3875 Emergency Contact 1: Emergency Contact 2: MUST HAVE ATTENDANT SPED:	[redacted]	Contact 1 Contact 2		BUILD BEHAVIORA
8:39a	STOP: [redacted]		1		
	========== P I C K U P ==========				
	JULIE ROSEN ID: 1221 Emergency Contact 1: LINA BIL[redacted] Emergency Contact 2: WALKER/SUPERVISE WANDERS, FLIRTATIOUS/P.U&D.O BACK ALLEY SPED:	[redacted]	Contact 1 Contact 2		BUILD BEHAVIORA
8:44a	STOP: [redacted]		3		
	========== P I C K U P ==========				
	OLIVIA CASAS ID: 3053 Emergency Contact 1: LUIS MENDOZA Emergency Contact 2: GLORIA CASAS SEIZURES SPED:	[redacted]	Contact 1 Contact 2		BUILD BEHAVIORA
	AZITA GHAJARIAN ID: 2012 Emergency Contact 1: CHIN BORGONA Emergency Contact 2: SUPERVISE/ AGGRESSIVE SPED:	[redacted]	Contact 1 Contact 2		BUILD BEHAVIORA
	DEBORAH WOODY ID: 1001 Emergency Contact 1: Emergency Contact 2: WANDERS/RESISTIVE SPED:	[redacted]	Contact 1 Contact 2		BUILD BEHAVIORA
8:55a	END: [redacted]		5		
	========== U N L O A D ==========				
	OLIVIA CASAS ID: 3053 Emergency Contact 1: LUIS MENDOZA Emergency Contact 2: GLORIA CASAS	[redacted]	Contact 1 Contact 2		BUILD BEHAVIORA

Effective: 04/11/2011

VersaTrans 8.2
R&D Transportation Services
Bus Stop Locations for Route 127b

SEIZURES
SPED:

AZITA GHAJARIAN [redacted] BUILD BEHAVIORA
ID: 2012
Emergency Contact 1: CHIN BORGONA Contact 1
Emergency Contact 2: Contact 2
SUPERVISE/ AGGRESSIVE
SPED:

JOSEPH REVELLA [redacted] BUILD BEHAVIORA
ID: 3875
Emergency Contact 1: Contact 1
Emergency Contact 2: Contact 2
MUST HAVE ATTENDANT
SPED:

JULIE ROSEN [redacted] BUILD BEHAVIORA
ID: 1221
Emergency Contact 1: LINA BI[redacted] Contact 1
Emergency Contact 2: Contact 2
WALKER/SUPERVISE WANDERS, FLIRTATIOUS/P.U&D.O BACK ALLEY
SPED:

DEBORAH WOODY [redacted] BUILD BEHAVIORA
ID: 1001
Emergency Contact 1: Contact 1
Emergency Contact 2: Contact 2
WANDERS/RESISTIVE
SPED:

==========

9:06 AM

Effective: 06/14/2010

VersaTrans 8.2
R&D Transportation Services
Bus Stop Locations for Route 127c

****
UPDATE COMMENTS
****

Route: 127c A-SFV 8AMB 4WC
Bus: 3127
Driver: DIV
Family: SFV 4 AM

Start Time: 9:40a
End Time: 10:20a
Total Time: 39:34
Distance: 10.97 mi

Rider Totals
Picked Up: 4
Unloaded: 4
Transferred On: 0

	Dist.	Pick Up	Unload	Transfer On
9:40a START: [redacted]		4		

2714 AM

========== P I C K U P ==========

KRISTI ARAUJO [redacted] UCP STRATHERN
ID: 246
Emergency Contact 1: Contact 1
Emergency Contact 2: Contact 2
SEIZURES, MWC
SPED: WC

ROBERT BRENNAN [redacted] UCP STRATHERN
ID: 1034
Emergency Contact 1: Contact 1
Emergency Contact 2: Contact 2
EWC, AUTHORIZED TO TRANSPORT IN WHEELCHAIR WITH NO FOOTREST
SPED: WC

BRUCE PETROVICH [redacted] UCP STRATHERN
ID: 243
Emergency Contact 1: JANET GRAY Contact 1
Emergency Contact 2: Contact 2
MWC/ AUTHORIZED TO TRANSPORT IN WHEELCHAIR WITH NO FOOTREST
SPED: WC

JOHN PITTMAN [redacted] UCP STRATHERN
ID: 71
Emergency Contact 1: JANET GREY Contact 1
Emergency Contact 2: Contact 2

SPED:

9:55

10:10a END [redacted] 4

10:26 AM

========== U N L O A D ==========

KRISTI ARAUJO [redacted] UCP STRATHERN
ID: 246
Emergency Contact 1: Contact 1
Emergency Contact 2: Contact 2
SEIZURES, MWC
SPED: WC

2725

ROBERT BRENNAN [redacted] UCP STRATHERN
ID: 1034
Emergency Contact 1: Contact 1
Emergency Contact 2: Contact 2
EWC, AUTHORIZED TO TRANSPORT IN WHEELCHAIR WITH NO FOOTREST
SPED: WC

BRUCE PETROVICH [redacted] UCP STRATHERN

VersaTrans 8.2
R&D Transportation Services
Bus Stop Locations for Route 127c

ID: 243
Emergency Contact 1: JANET GRAY [redacted] Contact 1
Emergency Contact 2: Contact 2
MWC/ AUTHORIZED TO TRANSPORT IN WHEELCHAIR WITH NO FOOTREST
SPED: WC

JOHN PITTMAN [redacted] UCP STRATHERN
ID: 71
Emergency Contact 1: JANET GREY Contact 1
Emergency Contact 2: Contact 2

SPED:

==========

10357 AM

15. SUBCONTRACTOR FORMS

16. Living Wage Ordinance – Application for Exemption

Tectrans is not applying for an exemption.

FORM LW-2

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION n/a

The contract to be awarded pursuant to the RFP is subject to the County of Los Angeles Living Wage Program (Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors may apply individually for consideration for an exemption from the Program. **To apply, complete and submit this form to Public Works seven days prior to the due date for proposals**. Upon review of the submitted Application for Exemption, Public Works will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the Program.

Company Name: Diversified Transportation, LLC dba Tectrans			
Company Address:			
City:	State:	Zip Code:	
Telephone Number	Facsimile Number:	Email Address:	
Awarding Department:		Contract Term:	
Type of Service:			
Contract Dollar Amount:		Contract Number (if any):	

I am requesting an exemption from the Program for the following reason(s) (*attach to this form all documentation that supports your claim* and *SUBMIT SEVEN DAYS PRIOR TO THE DEADLINE FOR SUBMISSION OF PROPOSALS TO PUBLIC WORKS OR FAX TO (626) 458-4194*:

- ☐ My business is a nonprofit corporation qualified under Internal Revenue Code Section 501(c)(3) ***(you must attach the IRS Determination Letter).***
- ☐ My business is a Small Business ***(as defined in the Living Wage Ordinance--you must attach your company's two most recent tax year returns and last state payroll tax return)*** which is not an affiliate or subsidiary of a business dominant in its field of operation **AND** during the contract period will have 20 or fewer full- and part-time employees; **AND**
  - ☐ Has less than $1 million in annual gross revenues in the preceding fiscal year including the proposed contract amount; **OR**
  - ☐ Is a technical or professional service that has less than $2.5 million in annual gross revenues in the preceding fiscal year including the proposed contract amount.
- ☐ 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.

FORM LW-2 - APPLICATION FOR EXEMPTION (continued) n/a

☐ My business is subject to a bona fide Collective Bargaining Agreement ***(you must attach the 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:

Additional Information

The additional information requested below is for information purposes only. It is not required for consideration of this application for Exemption. The County will not consider or evaluate the information provided below by Contractor, in any way whatsoever, when recommending selection or award of a contract to the Board of Supervisors.

☐ **Either the contractor or the employees' collective bargaining unit have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

Health Plan Company Name(s): _____

Company Insurance Group Number(s): _____

Health Premium Amount Paid by Employer: _____

Health Premium Amount Paid by Employee: _____

Health Benefit(s) Payment Schedule:

☐ Monthly ☐ Quarterly ☐ Bi-Annual

☐ Annually ☐ Other (Specify): _____

☐ **Neither the contractor nor the employees' collective bargaining unit** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

17. Fuel Cost Adjustment

Besides operator labor costs, fuel, purchased at market price, is the second largest operating expense for Tectrans and our transit customers. Whether Tectrans provides the fuel or fuel is provided by our agency customer, our fuel policy emphasizes daily monitoring and reconciling of fuel costs utilizing vendor receipts, driver logs, and on-line vendor transaction (invoice) postings. All management and employees are required to keep a vigilant watch over fuel expenditures to identify any abnormalities that may indicate a misuse of fuel. A daily Fuel Control Log is used to document all fuel activity with confirmation by dispatchers and drivers alike. The Fuel Control Log is reviewed daily by the Project Manager. Any fueling activity reported on the Fuel Control Log, which is not supported by the driver trip sheet record and the receipt, is reconciled and investigated immediately to determine if fraud or misuse has occurred.

Fuel purchases are tracked through the use of fuel cards assigned to vehicles and Personal Identification Numbers (PINs) assigned to specific employees. Once a pin number is issued to an employee, another employee cannot in any instance use the same PIN. Cards are to be issued to specific vehicles and are maintained with the vehicle keys, and issued to drivers or service workers daily during the window dispatch process, and collected and counted daily upon return to the yard.

Additional controls used in our standard fuel management program include the following:

- No pin or card may fuel more than 100 gallons in a single day.
- No pin or card shall be authorized between the hours of 10:00 p.m. and 4:00 a.m.
- No pin or card may fuel at any station except those documented on an "Approved Stations List" established for each operating terminal.

In general, fueling will be performed by drivers at the end of every shift. This method ensures that each vehicle is fueled and stored for the night with a full tank. During fueling the vehicle interior is swept and all trash removed, and a visual inspection is performed with any defects documented on the post-trip inspection form and reported to maintenance and window dispatch. At the end of each service day, service workers are responsible for ensuring all vehicles are fueled and properly parked on the Long Beach Facility lot and positioned correctly for the AM peak pull-out.

18. Additional Information

Transition Plan

Tectrans is committed to executing a seamless transition from the previous service provider for the Lennox and Athens Shuttle project. We have thoroughly examined all elements of this transition and we are confident that we have the resources in place to minimize the disruptions frequently experienced during service transitions. We recognize that once selected to provide the Lennox and Athens Shuttle project, our reputation is on the line. With this recognition, we make a commitment unlike any other provider: our staff and resources, from our drivers to our CEO if necessary, are on-site and at the disposal of the County to make sure this transition is successful.

In the following section, we present the major components of our transition plan for the Lennox and Athens Shuttle project. Major components include our successful transition experience, our Transition Team concept, our transition communication strategies, and our workforce transition plan.

Successful Transition Experience

Our transition strategy has been a success for service start-ups throughout our service areas, including those described below and numerous other recent projects such as California State University Dominguez Hills, Bob Hope International Airport, Tri-Counties Regional Center Paratransit Service, California State University Northridge, Metrolink crew shuttle service in Los Angeles, and numerous other projects.

Pomona Valley Transportation Authority (PVTA) Paratransit (Pomona, CA)

The start-up of paratransit services for the PVTA in December 2010 included the implementation of Tectrans' "Mobile Knowledge XDS Dispatch application" on 30 paratransit buses owned by the Authority. Previously the PVTA and its contractor relied solely on manual dispatch functions without the aid of any in-vehicle technology. Tectrans' experience with Mobile Knowledge XDS in-vehicle and back-office technologies as deployed in Tectrans' 400+ taxi fleet allowed us to leverage proven technologies and strategically apply them for the first time in a paratransit bus operation.

The project now benefits from route-optimized dispatching via automated on-board Mobile Data Terminals (MDTs) by way of Cellular Data networks. Aside from the automated MDT dispatching, which significantly reduced driver voice traffic to the dispatch office, the project also benefits from GPS (Global Positioning System) data allowing conclusive trip auditing, route "bread-crumbing," and streamlined data capture for the National Transit Database (NTD) reporting requirements. In combination with other strategically employed technologies such as SmartDrive™, Zonar™, this sophisticated approach yields dramatic savings brought on through streamlined efficiencies and a more interactive monitoring of the vehicle via Tectrans' PVTA back office staff.

Tectrans also rolled out a more process-driven approach to PVTA's Rider Registration and Rider ID Card systems via the programming of a Microsoft SQL Relational Database that allows programmatic tracking of application, enrollment and eligibility of the program's rider base at large via Tectrans' SSL-Secured Internet Rider Registration sites and the implementation of a "Rider ID Card Printing System."

Despite the numerous new technologies applied on behalf of PVTA, as well as near torrential rains the week of the transition, the Tectrans start-up of service was silent to the passengers who provided no complaints and continue to be satisfied with Tectrans' service.

City of Monrovia Dial-A-Ride and Trolley (Monrovia, CA)

Tectrans was awarded a new contract to manage, operate and maintain the City of Monrovia's seven-vehicle General Public Dial-a-Ride system – commonly known as Monrovia Transit – and the City's two-vehicle Trolley system. Operations commenced November 1, 2010 from a newly opened Tectrans operations terminal located in the City of Monrovia. The transition of service from the previous contracted was completely smooth, as evidenced by the following testimonial received from the client, Mr. Craig Jimenez, AICP, shortly after start-up: "I just wanted to let you know how pleased the City has been with the service that we have received from Tectrans in running Monrovia Transit and the trolley service. From our perspective, the transition was seamless and from the community's standpoint, invisible. Kudos to your team, especially [Project Manager] Michael Klein for making our job so easy! I look forward to a long and positive relationship between Monrovia and Tectrans."

Merced County Dial-A-Ride Paratransit (Merced, CA)

Tectrans assumed management and operations of "The Bus" Dial-A-Ride in Merced County, California, on October 1, 2010. This contract start-up represented Tectrans' first operating contract in California's Central Valley. Tectrans' Merced operations are in partnership with a well known local operator, Merced Transportation Services, who holds responsibility for the County's fixed-route transit operations. Both the dial-a-ride and fixed-route operations are managed from "The Bus" facilities provided by the County. Both Tectrans and Merced Transportation Services took control of operations from the previous national contractor at midnight on the first day of the contract. The transition elicited no complaints from the passengers and the client was satisfied with both companies for the attention to detail and application of company resources to ensure that the transition was silent.

Collier Area Transit (Naples, FL)

On October 1, 2010, Tectrans successfully assumed management control for the entire Collier Area Transit (CAT) and Paratransit operation from the County's previous contractor, with a transition of only 17 days. Due to the timing of the final approvals in mid-September, the County was faced with the challenge of entrusting the transition to Tectrans in an extremely constrained timeframe. Even though the procurement process managed by the County had included a transition timeline of a minimum of 60 days, Tectrans rose to the challenge. All operational and support departments of the company were involved in the accelerated timeline, making the midnight handover of control seamless and silent. Tectrans was able to hire 100% of the previous contractor's workforce, including all required drug testing and background checks. The morning pull-out on 10-01-10 was flawless and the ridership was not aware of any change in control and there were zero service complaints.

The Tectrans transition team alongside staff from Collier Area Transit on the morning of the contract turnover.

Miami International Airport Rental Car Shuttle (Miami, FL)

Our transition strategies and team approach were recently used to start up the consolidated Rental Car Shuttle Service at Miami International Airport. In January of 2010, Tectrans subsidiary LSF Shuttle was awarded the contract to operate the Miami International Airport's (MIA) Rental Car Shuttle (RAC). The challenge of this transition was consolidating 16 independent rental car fleets and drivers into one system operating on a single route. The fleet, which totaled over 100 vehicles, needed to be reduced to 70 for the consolidated service. The entire fleet was inspected and the most similar vehicles in the best condition were selected by our team to operate the new service. Over a period of 60 days, each and every vehicle was refurbished to include new seating, paint, mechanical repairs and

decals for the new shuttle service. The vehicles remained in service with each existing rental company until midnight on the day of transition, so our refurbishing plan was implemented interruption of the existing service. The driver staff (125), dispatch staff (5), customer service representatives (15) and technicians(8) were hired and trained in the last 30 days prior to hand over. A facility was secured and outfitted including office and maintenance shop in the last 30 days prior to hand over. During the two weeks preceding the hand over, corporate support staff and our local management and operations team worked diligently to finalize preparations for the midnight transition. At 12:01 on July 13th, 2010 Tectrans began full operation of the RAC service, as 70 vehicles and 125 drivers became part of the Tectrans team. As a reward for the planning and effort of our Transition Team, service operated continuously through the stroke of midnight, and travelers were seamlessly transported to the new consolidated rental car facility on its first day of operation with zero complaints.

TRANSITION TEAM

Because a service transition is always challenging, Tectrans is committed to provide every resource to make it as seamless and trouble free as possible for our riders and transit customers. The key strategy we employ for a successful service start-up or service transition, is to first designate the Transition Agent (a senior Tectrans manager to lead the transition), and then establish a transition team with members from every discipline in the company. Key members of the transition team include local project operations staff, accounting staff, human resources staff, marketing staff, information technology staff, corporate support staff, and others as needed. After pulling this inter-disciplinary group together for an initial face-to-face meeting, the Transition Manager schedules and leads the group through a series of regular scheduled weekly meetings, from the time of award through 60 days post service start-up.

Upon award of the Lennox and Athens Shuttle contract, Tectrans will immediately convene our transition team and begin our transition coordination efforts. The team will be led by:

Transition Agent:

- Valerie Flores, Senior Vice President – West Bus Operations

Transition Team Members:

- Local Long Beach Terminal-based Operations Staff
- Daniel Moreno Western Region Maintenance Director
- Cindi Ritter, SVP–Systems and Compliance
- Drew Jones, SVP-Safety and Risk Management
- Lisa Hamilton, Human Resources Director
- Dirk Schniedermeier, Chief Technology Officer
- Allen Kimble, Controller
- Susan Soh, Accounting Manager
- John Busskohl - COO
- Scott Williams, SVP–Business Development
- Dwight Brashear, EVP – Business Development

TRANSITION TASKS

The Transition Team will focus their energy on accomplishing the following start-up and transition tasks in the most comprehensive and efficient manner possible. Every start-up presents new and unique challenges, but the issues that must be resolved are generally similar to the list of tasks and timeline set forth below. We will begin the start-up process using this framework, and make adjustments to the tasks and schedule as needed, based on consultation with County staff and the specific challenges presented by the transition process. Because this project does not have a firm start date, the task list timeline is presented as "to be determined", and will be updated when Tectrans is awarded the

project or given a formal notice to proceed. This timeline truly becomes a "living" document as it expands and develops during the transition period.

Transition Task List

Task	Assigned	Start Date	Complete Date
Contract Award	Agency	TBD	TBD
Notice to Proceed	Agency	TBD	TBD
Negotiate & Sign Contract	SVP West	TBD	TBD
Secure Performance Bond	SVP West	TBD	TBD
Bind Insurance Certificates & Endorsements	SVP West	TBD	TBD
Initial Coordination Meeting with Agency Staff	SVP West	TBD	TBD
Monthly/Bi-Weekly Meeting with Agency Staff	SVP West	TBD	
Initial Transition Team Meeting	SVP West	TBD	TBD
Weekly Transition Team Meetings	SVP West	TBD	
Plan informational meetings for existing staff	SVP West	TBD	TBD
Hold informational meetings for existing staff	SVP West	TBD	TBD
Interview Existing employees	SVP West	TBD	TBD
Qualify Existing Contractor Staff	SVP West	TBD	TBD
Select Existing employees	PM	TBD	TBD
Advertise Open Positions	SVP West	TBD	TBD
Hold job fair for open positions	SVP West	TBD	TBD
Qualify Applicants	SVP West	TBD	TBD
Background Checks	SVP West	TBD	TBD
DMV Pull Notice/H6 Screening	SVP West	TBD	TBD
Physical Exams/Drug Screens	SVP West	TBD	TBD
Customize employee orientation program	SVP West	TBD	TBD
Conduct employee orientation sessions	PM	TBD	TBD
Driver Training	PM	TBD	TBD
Procure Vehicles	Dir Maint	TBD	TBD
Deliver Vehicles	Dir Maint	TBD	TBD
Identify and Procure Parts Inventory	Dir Maint	TBD	TBD
Create Vehicle Profiles in Collective Data	Dir Maint	TBD	TBD
Prepare and populate PM Schedules	Dir Maint	TBD	TBD
Prepare Vehicle Files	Dir Maint	TBD	TBD
Perform Initial PM Inspections	Dir Maint	TBD	TBD
Order and Issue Uniforms	PM	TBD	TBD
Prepare KPI Report Template	PM	TBD	TBD
Implement Fuel Accounts/Locations	PM	TBD	TBD
Complete Operations Manual	PM	TBD	TBD
Establish Final Driver Schedules	PM	TBD	TBD
Perform Dry Runs on Shuttle Routes	PM	TBD	TBD
Start Revenue Service	PM	TBD	TBD
Transition From Start-Up Team to Operations Team	SVP West	TBD	TBD

TRANSITION COMMUNICATIONS

The most important part of any transition is the development and communication of our vision and strategy. Each transportation service that we transition is different. Some customers are primarily concerned with increasing ridership, others with cutting costs, and still others with better maintenance or decreased customer complaints. Many are most concerned with providing high quality uninterrupted service. Tectrans makes it a point to enter each system with a unique knowledge of the issues important to that customer and community.

Beyond the research completed prior to proposal submittal, Tectrans will work with County staff and constituents during the initial contract recommendation and award stages to improve our understanding of your needs. From this knowledge base, we will develop a strong vision of what needs to be done during the transition period.

After establishing the vision for the transition, equally important is communicating the correct vision to the people who make the transition happen. This leadership falls on the Transition Agent to provide the overall direction and communication of our vision to the Transition Team, the project management and supervisory staff, all our employees, and even our client. We will use various methods to communicate the vision, including bulletin postings, meeting notices, agendas, and other consistent messaging opportunities.

Communication with Current Service Provider

With the support and approval of County staff, Tectrans will maintain open and professional communication with the current contractors throughout the transition process and beyond. We view the current contractor as a partner in building a successful future for the Lennox and Athens Shuttle services and will work cooperatively with their staff to facilitate the transition of the existing workforce members who wish to continue providing Lennox and Athens Shuttle services, and will use the knowledge gained from existing staff to improve our operations planning.

Primary communication responsibility will rest with our Transition Agent, and designated contact between lower level staff will be approved in advance by both companies so that we can maintain confidentiality and professional contact. We are committed to success of the Lennox and Athens Shuttle services and will maintain effective communication in order to reduce or eliminate the early transfer or loss of employees during the transition. Our commitment to maintain effective and frequent three-way communication between Tectrans, County staff, and the current contractors will improve the transition for all parties involved.

RESUME — Robin Pete — Terminal Manager

Education

Pepperdine University
Certificate in Paratransit/Transit Management Program
Certified Community Transit Manager
Riverside Community College

Transportation Operations and Supervision

Call Center Operations

Regulatory Compliance

Administration

Overview

Ms. Pete has over 20 years of experience in progressively responsible positions in the transit industry. Her understanding of the requirements of a transit operation is unparalleled.

Experience

Terminal Manager, Long Beach, CA, 2008 – present

- Responsible for all terminal transportation operations
- Contract customers include Cal State Long Beach shuttle, Raytheon Shuttle, Harbor Regional Center, Westside Regional Center, Maywood Dial-a-ride, and various fixed route and paratransit services

Call Center Manager, Veolia Transportation, Orange County, CA, 2006 - 2008

Managed OCTA Access Service Call Center with 30 customer service representatives, three supervisors and one trainer.

- Provided immediate response to customer comments and complaints
- Maintained an average hold time of 90 seconds with a call volume of 50,000 calls per month
- Reviewed reports using Symposium ACD system
- Monitored calls using Wygant recording system

Operations Manager, Diversified Paratransit, Pomona, CA, 2004 - 2006

- Operations management for San Gabriel Regional, Temple City, Moreno Valley, Diamond Bar, Walnut, Claremont, Covina and San Dimas DAR programs as well as Yellow Cab
- Operation of Digital Dispatch System (Yellow Cab) and Dispatch Live (DAR Programs)
- Supervision of daily activities of 25 DAR Drivers, seven dispatchers, one road supervisor and 12 call-center operators
- Responsible for immediate response to accidents and passenger complaints

Project Manager, ASI West/Central Area, Los Angeles, CA 1999 - 2004

- Oversaw contract daily operations including supervision of daily activities of 60+ staff (drivers, dispatchers, supervisors, customer service representatives, steady router, road supervisors, lot attendants, mechanics and taxi drivers)
- Operated PASS dispatch system
- Responsible for immediate response to accidents and passenger complaints
- Maintained 98 percent on-time performance standards, with two passengers per hour and less than one complain per 8,000 passengers

Operations Manager, San Gabriel Transit, San Gabriel, CA, 1997 - 1999

- Responsible for dispatch operators and supervisors, accounts receivable staff, payroll department, lease scheduling and Dial-A-Cab operations
- Operation of DDS system and automated dispatch systems with MDT's and GPS capability
- Managed Automated Call Distribution and Call Management systems

Communications Manager, San Gabriel Transit, San Gabriel, CA 1994 - 1997

- Managed call distribution, call management information systems and radio systems
- Responsible for immediate response to customer comments and complaints
- Supervised staff of 50+ customer service representatives, dispatchers and shift supervisors
- Managed ACCESS service for East and West Valley
- Operated dispatch and scheduling services for local Dial-A-Ride programs in Baldwin Park, Cerritos, East Los Angeles, Arcadia, Temple City, Pico Rivera and Glendale
- Obtained experience utilizing DDS, MADDS and PASS systems

RESUME David Saldana Operations Manager

University/College Shuttle Management

Dispatch Operations Management

Driver Training

Operations Management

Overview

For over a decade, David has co-managed, supervised, and operated, the CSULB campus shuttle and he currently co-operates the LBCC shuttle services, and is an outstanding transportation manager. He is a 15-year employee of Diversified Transportation and a tireless worker. He is available (and has been called on) at any time of the day and night. He understands the company standards of excellent and "silent" complaint-free performance for the customer. David motivates his people and gets results. He will demand that all involved in delivering your service will meet or exceed performance expectations.

Experience

Diversified Transportation, LLC **1995 - Present**

Operations Manager 2008 – Present
Responsible for vehicle operations at the Long Beach Terminal, including driver and vehicle scheduling, vehicle maintenance and regulatory compliance, and customer service for all contracted transportation operations at the Long Beach Terminal.

Supervisor 1997 – 2008
Provide oversight and leadership of terminal operations including driver assignment, new hire training, road supervision, and driver supervision for the morningshift in the Long Beach Terminal.

Dispatcher 1996 – 1997
Provided daily check in and dispatch supervision of daily route drivers, assisting drivers with directions and emergency response for both fixed route, regional center and shuttle transportation operations at the Long Beach Terminal.

Lead Driver 1995 - 1996
Senior driver performing behind-the-Wheel driver evaluations, new hire training on service routes, back up driver duties and emergency response to all transportation contracts at the Long Beach Terminal

Los Angeles Marathon **1999 – 2009**
Special Event Coordinator

Education

PARATRANSIT MANAGEMENT CERTIFICATE 2002
PEPPERDINE UNIVERSITY

CERTIFIED DRIVER TRAINER 2000
DEPARTMENT OF MOTOR VEHICLES

HIGH SCHOOL DIPLOMA 1982
PHINEAS BANNING HIGH SCHOOL

TECTRANS

RESUME **Moses Garcia** Maintenance Manager

Education

International Technical School
El Monte, CA
Certified in automotive repair, *AIC* Repair and Environmental Controls

Ricon & Braun
Certified in wheelchair lift installation and repair

Transportation Operations

Safety and Training

Fleet Vehicle Maintenance

Overview

Moses Garcia is an experienced vehicle maintenance professional experienced in supervision of fleet vehicle maintenance shop operating over 100 vehicles managing six mechanics. Responsible for ordering parts, monitoring monthly expenses, managing preventive maintenance schedules and working with computer maintenance software, including Collective Data and standard office software.

- Experienced in diagnosing performance problems, writing accurate work orders, preventive maintenance inspections and preparing estimates
- Skilled in repair and maintenance of fleet vehicles, with advanced skills in Ford Cutaways and CNG fuel systems
- Strong background in working with Ricon & Braun wheelchair lifts, cooling, electrical, front end and steering systems
- Bilingual: English and Spanish (oral and written)
- Class B licensed with passenger endorsement

Experience

Maintenance Manager, Diversified Transportation, Long Beach, CA
2005 - Present
As Assistant to the Maintenance Manager, performed supervision of AM shop work shift, providing complete shop management and supervision of maintenance staff.

- Coordinate daily scheduling of vehicles for PMI with Operations Manager and dispatch staff
- Schedule day-to-day repair list, work orders, daily vehicle inspections, and assign work for shop mechanics
- Order all parts from vendors and coordinate warranty and outside repairs.
- Track vendor invoices for monthly budget reconciliation
- Perform final physical inspection of all repair work and PMI performed
- Manage road call services and towing response
- Complete documentation of repair and PMI work performed, including Collective Data System and vehicle files
- Ensure OSHA, CHP, and other regulatory compliance

Mechanic, Diversified Transportation, Long Beach, CA
2001 - 2005
Successfully diagnosed and repaired all fleet vehicles, with assigned workload of 15 vehicles per month for preventive maintenance.

- Performed monthly PMI, diagnosed and repaired all suspension, front and rear end, tires, brakes, tune-up, electrical, wheelchair repair, cooling and heating system and A/C repair
- Diagnosed charging system, and replaced alternators, starters and voltage regulators

Firestone Tires, West Covina, CA
1999 - 2001
Recommended use of new lubricants, tires, belts, hoses, lights, injector cleaner, transmission services and all other related in fifty point inspection to customers.

- Tire install, balance and repair, changed belts, hoses, fuel and air filters
- Oil change, lube, and fifty point inspection
- Managed tire inventory and delivered tires to other locations

Tune Up Masters, Los Angeles, CA
1998 - 1999
Recommended all repair, brakes, services, fuel injection cleaning, transmission services, cooling system flush, and fuel and air filter replacements to customers.

- Oil change, lube, and thirty point inspection
- Worked front register

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RESUME Valerie Flores Senior Vice President - West

Education

Society of Human Resources Management Certificate, Chapman University, 1998

Management

Contract Compliance

Operations Analysis

Customer Satisfaction

Acquisitions

Employee Development

Overview

Val Flores is a transportation services veteran with knowledge and experience in all areas of service provision and operations support services such as reservations, dispatch, call center operations, maintenance, and human resources.

Experience

Senior Vice President – West, Tectrans, Inc., Los Angeles, CA, 2010 - Present

As SVP for West Region Operations at Tectrans, Val is responsible for all areas of project oversight, including risk management, labor negotiations, and operations management, including accountability for driver training, vehicle maintenance, safety, and financial management. She is responsible for monitoring staff performance, ensuring contract compliance for all of California operations. Val maintains and supports customer relations with multiple client entities and their respective boards.

General Manager, First Transit, Las Vegas, NV, 2004 - 2010

Responsible for complete oversight of all operational aspects of a $30 million, 278-vehicle operation with 511 employees. Complete project oversight includes, risk management, labor negotiations, operations management including accountability for driver training, vehicle maintenance, safety programs, and financial management, as well as contract compliance, efficient performance, and periodic operational analysis. Held regular meetings with customer to ensure safe, reliable, timely service.

Area General Manager, Laidlaw Transit Services, Indianapolis, IN, 2003 - 2004

Oversaw all operational aspects of Laidlaw's projects in Illinois, Ohio, Indiana, Kentucky, Kansas and Missouri, with budgets totaling $29 million, more than 475 vehicles, and 750 employees. Responsible for complete project oversight including risk management, labor negotiations, and operations management including accountability for driver training, vehicle maintenance, safety programs and financial management. Monitor staff performance. Focused on start-ups and ongoing quality control. Directly responsible for service implementations, including contract negotiation and administrative coordination. Ensured effective, efficient location performance and periodic operational analysis for compliance with corporate policies and procedures.

Senior Manager for Contracted Services, Regional Transportation District, Denver, CO, 2000 - 2003

Maintained contractor relationships with multiple providers for fixed-route, paratransit, and call center contracts with an $86 million operating budget. Responsible for 47% of RTD services including 355 fixed-route buses and 203 paratransit vehicles. Reviewed contract requirements and directed development of the "Statement of Work" for RTD contracted service

solicitations. Reviewed/recommended approval of monthly service invoices and approval of assessments for contract incentive and penalties. Developed and monitored budgets, directed performance audits, and developed and implemented quality control procedures for service delivery and maintenance. Supervised staff including hiring, scheduling, motivation, performance evaluations. Handled service requests/concerns from the public, RTD senior management and the Board of Directors.

District Manager, Laidlaw Transit Services, Concord, CA, 1998 - 2000
Responsible for oversight and administration of $9.8 million in revenue for three paratransit and fixed-route operations, employing a combined total of 210 drivers, 32 schedulers/dispatchers and road supervisors, three trainers, one district trainer, sixteen mechanics and three maintenance managers. Oversaw budget development and preparations, managed customer relationships, and promoted positive image of Laidlaw to outside local and professional organizations.

Project Manager, Laidlaw Transit Services, Concord, CA, 1996 - 2000
Maintained dual District Manager/Project Manager role from 1998-2000. Managed a 44-vehicle paratransit operation for the Central Contra Costa Transit Authority (CCCTA) providing transportation to senior and disabled residents in Contra Costa County covering 13 cities and the Bay Area Rapid Transit system to meet federal ADA requirements. Ensured contractual compliance, customer satisfaction, and system effectiveness. Directed effective recruitment, hiring and training of personnel, including drivers, to ensure successful on-the-road operations, passenger relations and safety. Managed dispatch and scheduling functions utilizing Trapeze PASS system to ensure service quality and maximization of resources. Oversaw vehicle maintenance. Oversaw administration including a $2 million budget, payroll, record keeping and customer reporting.

Operations Manager, Laidlaw Transit Services, Antioch, CA, 1993 - 1996
Responsible for a 55-vehicle operation comprised of public transportation for Tri Delta Transit, the BART Express fixed-route buses and paratransit vans. Supervised a staff of more than 100 drivers, 14 staff and eight mechanics. Controlled administrative functions including a $6 million budget, payroll, and record keeping. Administered successful installation of PASS, paratransit scheduling system. Supervised scheduling and dispatch functions.

RESUME John Busskohl Chief Operating Officer

Bachelor of Science, Industrial Engineering, Iowa State University

Transportation Operations and Management, Paratransit and Transit Operations

Risk Management

Safety and Training

Executive Management

Community Relations

Vendor Relations

Maintenance

Overview

Operations and Business Development Executive with 17 years of experience in the passenger transportation industry. Successfully led multi-market management teams and has assimilated several mergers and acquisitions and started up and transitioned several operations and contracts.

Experience

Coach America – formerly Coach USA. Largest charter and tour bus company in the US (interstate carrier with annual revenues of $380 million, 32 locations and 2700 vehicles).

Vice President Sales - 2005-2008

- Created and managed all facets of corporate sales and marketing to support 32 field locations.
- Developed sales and customer service training for field locations, resulting in 'best in class' sales process (customer's likelihood to recommend Coach America >90%).
- Led business development effort, which bid/secured major corporate/government contracts, increasing contract business 30%.

Vice President Western Region - 1999-2005

- Led a group of 25 managers responsible for all operational aspects of a $150 million region. Included budget preparation, full P&L responsibility and operational leadership for 14 field locations, 1000 vehicles and 1500 employees.
- Successfully led the transition of 9 acquisitions maintaining key employees, operational stability and customer service.
- Operationally responsible for several fixed route contracts in the state of California including the ATN Anaheim Resort Contract.
- Led location start ups in San Diego, Salt Lake and Anaheim.
- Transitioned several California contracts including Flyaway, Amtrak, Disneyland Resort Express Airport Shuttle and San Diego MTA.

General Manager – Phoenix –1996-1999

- Managed fleet of 100 vehicles, 200 employees, full P&L and operational responsibility.
- Transitioned two acquisitions over a 12 month period adding 25 vehicles and 50 employees.
- Started up contracts with Arizona State University, Intel and Bank of America.

Arrow Stage Lines – Phoenix **1991-1996**
Owner – General Manager

- Owned and operated interstate bus company with 65 vehicles, 160 employees and a 10,000 sq. ft. maintenance facility.
- Successfully converted to a public company through a rollup IPO.

Industry Leadership

Gray Line World Wide **2005-2008**
Board of Directors

- Finance Committee and Marketing Committee

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RESUME Michael D. Griffus Chief Executive Officer

Education

Bachelor of Arts, Business Administration, University of Washington, 1980

Achieving Breakthrough Services, Harvard Business School, 1999

Competitive Marketing Strategies for Businesses, Haas Business School, UC Berkeley, 1994

Time Management, Communications, Labor Relations, Interaction Management, & Stress Management; Management Development Corporation, 1981 – 1996.

Executive Leadership

Transportation Operations and Management

Business Development

Customer Relations

Talent Management &Team Building

Executive & Board Relations

Overview

Michael Griffus, who joined Tectrans in 2010, is a results-driven Management Executive with over 25 years of experience leading high growth companies in the transit and transportation industries. His start in transportation was like so many other executives, as a driver, working his way all the way up to CEO, with progressively more responsible and challenging assignments. Though somewhat new to the Tectrans organization, the value Mike brings to each and every Tectrans client assignment is nearly immeasurable due to his vast experience and success in the industry.

Experience

Chief Executive Officer
Tectrans, Inc., Los Angeles, CA, 2010 – Present

- Responsible for executive leadership of Tectrans and all its subsidiary companies, representing approximately $80M in annual revenues.
- Directs a senior executive management team in charge of operations, safety, maintenance, finance and accounting, information technology, human resources, and marketing/business development.
- Primary liaison with Tectrans' equity and debt partners and serves on the Tectrans, Inc. Board of Directors.
- Serves as executive level client liaison for key client assignments.
- Represents Tectrans and its operating entities in their respective marketplaces.

Chief Operating Officer
Bauer Transportation, Inc., San Francisco, CA, August 2009 – December 2009

- Responsible for running operations for a 200-vehicle bus company.
- Key customers included Google, Yahoo!, and Facebook
- Implemented several operational systems and process including action planning, forecasting, driver productivity.
- Implemented a new safety program.
- Assisted with marketing new services for commuter passengers.

President & Chief Operating Officer
Veolia Transportation, Inc., Oak Brook, IL, 2006 - 2009

- Responsible for North American Transit Operations - Revenues $650 million annually, 14,000 employees
- Increased revenues 15.5%
- Addressed the Board's concerns by implementing key strategies that resulted in:
  - significant profit improvement
  - reduced overhead through reorganization by 23%
  - reduced accidents and injuries 15%
  - successfully integrated multiple acquisitions and cultures to stabilize the company
- Fostered relations with key Public Transit Authority Board members and customers to ensure profitable renewal of loss making contracts renewing 58% of the company's revenue over the past two years
- Established business priorities for all departments and all levels of management
- Implemented a strategic training & development plan that focused on critical skills in safety, customer service, management, vehicle maintenance and compliance
- Instituted succession planning and a management development process
- Created a customer focused organization which enhanced company market image
- Restructured organization to optimize talent pool

RESUME Michael D. Griffus Chief Executive Officer

Military Service

United States Marine Corps

Vice President of Sales
Zonar Systems, Inc., Seattle, WA, 2005 - 2006

- Identified and evaluated key markets, evaluated and negotiated with new clients.
- Built National Sales Team
- Introduced strategic planning, financial control systems, information technologies and established growth priorities which increased revenues, improved profitability, strengthened business practices and enhanced reporting/forecasting capabilities
- Developed a customized growth model based on strategic priorities, competitor analysis and trend forecasting
- Increased product sales 35% in 6 months

Senior Vice President - Education Services
Laidlaw Education Services, Walnut Creek, CA, 1998 - 2005

- Largest bus company in the world generating $1.4 billion in revenue (41,000 vehicles)
- $320 million western region, 120 operating locations in the region, 8,000 employees
- Developed strategic plans increasing return on investment by 60% and overall profitability by 50%
- Consistently surpassed all operating and key performance indicator targets
- Increased customer retention by 95%
- Stabilized regional functional group into a values-based, diversified, high performance team
- Increased income before interest and taxes from 8% in 1997 to 11.8%
- Increased return on assets from 10.4% to 16.1%.
- Decreased overhead structure by 30%
- Reduced accident frequency rate by one-half since 1998
- Increased annual operating cash flow from $16.8 million to $41 million
- Personally led the Acquisition Team in acquiring 5 regional acquisitions, with responsibility for consolidation
- Served in multiple lead roles within major industry associations, encouraging positive legislation

Regional Vice President of Operations, 1994 - 1998
District Director of Operations, 1990 - 1994
Laidlaw Education Services, Walnut Creek, CA

- Northwest Region - 4 states - annual budget $68 million - 22 locations - +2,000 vehicles – 2,200 employees
- Developed Action Plan format for Quality Improvement and Profit Improvement and developed Strategic Plan for Region - Received company-wide award
- Implemented manager-in-training program for management succession plan
- Initiated individual development plans for all promotable employees
- Exceeded Profit Plan each year and consistently rated highly effective in all duties
- Reduced Worker Compensation Costs 30% in 2 years through motivation and awareness programs
- Developed $8 million in new business.
- Integrated a major acquisition (Mayflower) in 1995 increasing revenues of the region by 50

Leaseway Transportation Corporation
Area Manager/Business Development - Logistics,
Oakland, CA, 1989 - 1990
District Manager,
Portland, OR, 1983 - 1989
Terminal Manager for Leaseway Trucking (a subsidiary)
Seattle, WA, 1981 - 1983

TECTRANS

TECTRANS

FEDERAL TRANSIT ADMINISTRATION

DRUG AND ALCOHOL TESTING PROGRAM POLICY

ADOPTION STATEMENT:

This policy has been approved by _____, _____**TECTRANS**, this _____day of _____, 2010 in compliance with the US Department of Transportation & Federal Transit Administration regulations 49 CFR Part 40 and 655.

Signature: _____

Date: _____

TECTRANS FTA SUBSTANCE ABUSE POLICY

1.0 STATEMENT OF PURPOSE:

TECTRANS has established a substance abuse policy in accordance with the Omnibus Transportation Employee Testing Act of 1991, the Department of Transportation (DOT), and the Federal Transit Administration (FTA) Regulations (49 CFR Parts 40 and 655). These regulations require that drug and alcohol testing be performed on employees who perform safety-sensitive functions as defined under these mandated statutes. Furthermore, any applicant with a positive pre-employment drug test, or who refuses to test will be considered ineligible for employment with **TECTRANS**. These regulations further protect the employee and the integrity of the drug and alcohol testing process, safeguard the validity of the test results, and ensure that the test results are attributed to the correct employee. Non-compliance with this policy and/or a violation of the DOT/FTA drug and alcohol misuse regulations may result in disciplinary action, up through and including termination.

2.0 SCOPE OF POLICY:

TECTRANS personnel who perform safety sensitive functions are required to submit to drug and alcohol testing in accordance with the DOT/FTA regulations (49 CFR Part 40 and 655) that comprise this policy. Furthermore, all **TECTRANS** applicants who apply for a position that has been designated safety-sensitive are also covered by this DOT/FTA policy.

Sections of this policy that do not refer specifically to DOT/FTA regulations are noted in ***italics***.

3.0 COVERED CATEGORIES OF EMPLOYEES:

Effective January 1, 1996 the Department of Transportation and the Federal Transit Administration drug and alcohol testing rules apply to employees of transit authorities receiving federal funds under 49 U.S.C. 5307, 5309 or 5311 or 23 U.S.C 103 (e) (4). These regulations were extended to contractors who act in the stead of the transit authority when performing functions that would be classified as safety-sensitive if performed by an employee of the transit authority. The safety-sensitive positions related to employees who operate, maintain, and/or are involved with specified transit/revenue service vehicles and comprise any of the following duties are subject to these provisions:

1. Operating a revenue service vehicle, including when not in revenue service (Drivers)
2. Operating a non-revenue service vehicle, when required to be operated by a holder of a commercial driver's license, (Drivers)

3. Controlling dispatch or movement of a revenue service vehicle, (Dispatchers & Driver's Aides)
4. Maintaining a revenue service vehicle or equipment used in revenue service, (Mechanics)
5. Operator Trainers, Road Supervisors & Managers

4.0 PROHIBITED CONDUCT:

A. Alcohol:

1. A covered employee is required to submit to an alcohol test in the following circumstances:

   - Random;
   - Post Accident;
   - Reasonable suspicion;
   - Return to duty;
   - Follow Up

2. Covered employees are prohibited from using alcohol if:

   - the employee is performing;
   - the employee is about to perform; or
   - the employee is immediately available to perform;

   a Safety-sensitive function. An employee (covered) who performs a safety sensitive function is prohibited from using alcohol within four (4) hours prior to performing any safety-sensitive duty. A covered employee is subject to random and reasonable suspicion testing for alcohol just before performing a safety sensitive function, during the performance of a safety sensitive function, or just after ceasing the performance of a safety sensitive function.

3. Covered employees are prohibited from reporting for duty, from performing a safety-sensitive function, and/or continuing to perform a safety-sensitive function with a breath alcohol concentration of 0.04 or greater.

4. Covered employees who are found to have a breath alcohol concentration of 0.02 or greater but less than 0.04 will not perform or continue to perform a safety-sensitive function, until:

   - the employee's breath alcohol concentration measures less than 0.02 on a confirmation test given within eight (8) hours of testing positive with an alcohol concentration of greater than 0.02 but less than 0.04 or

- the start of the employee's next regularly scheduled duty period, but not less than eight (8) hours following administration of the test.

5. On-call employees are prohibited from using alcohol for the duration of their on-call status. On-call employees will be given an opportunity to acknowledge the use of alcohol at the time that the employee reports for duty and the inability to perform the safety-sensitive function. If the on-call employee acknowledges the use of alcohol, but claims the ability to perform the function, the covered employee is required to take a breath alcohol test prior to performing the safety sensitive function.

6. Covered employees shall not refuse to take a breath alcohol test for any FTA mandated test under these provisions. A covered employee that refuses to take any mandated alcohol test under these provisions will be deemed a "Refusal to Test".

7. Covered employees are prohibited from the use of alcohol following an accident when the employee is required to take a post-accident alcohol test within eight (8) hours following the accident or until the employee undergoes a post-accident alcohol test, whichever occurs first. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

8. Covered employees are prohibited from the possession or use of alcohol on any **TECTRANS** premises/property.

9. **TECTRANS** prohibits a covered employee from using alcohol within four (4) hours prior to performing safety sensitive duties. Having actual knowledge that a covered employee is using alcohol while performing or has used alcohol within four (4) hours of performing a safety-sensitive functions, Tectrans shall not permit the employee to perform or continue to perform safety-sensitive functions.

B. Drugs:

1. A covered employee is required to submit for a drug test in the following circumstances:

   - Pre-employment.
   - Random;
   - Post Accident;
   - Reasonable suspicion;
   - Return to duty; and

- Follow Up

An applicant who applies for a safety-sensitive position must undergo a pre-employment drug test with a negative result prior to the first time they perform safety sensitive duties.

2. Covered employees are prohibited at all times from the use of the five prohibited drugs and shall be randomly selected at any time while on duty to submit to drug testing for the following drugs and drug metabolites:

   - Marijuana;
   - Cocaine; Opiates
   - Amphetamines; and
   - Phencyclidine (PCP).
   -

3. Covered employees shall not refuse to take a drug test for any FTA mandated test under these provisions. A refusal to test includes providing a specimen that is adulterated or substituted. A covered employee who refuses to take any mandated drug test under these provisions will be deemed a "Refusal to Test".

4. Covered employees who are required to submit to post accident drug testing will remain readily available for a period of 32 hours after an accident or until the drug test is administered, whichever comes first. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident.

5. Covered employees are prohibited from the manufacture, distribution, dispensing, and possession of controlled substances at all times.

6. Covered employees are prohibited from the use of any illegal controlled substance regardless of the source. *A covered employee should notify **TECTRANS** when taking prescription or over-the-counter medications that may cause affect performing safety sensitive duties.*

5.0 TESTING:

A. Drugs:

The drug test, under DOT regulations, consists of a urine drug collection analyzed for the presence of the five identified drugs and drug metabolites. Urine analysis also includes validity testing for chemicals used in adulterating urine or for the detection of substituted urine.

Urine specimen collection and urine analysis shall be conducted in accordance with the procedures delineated in 49 CFR 40.

The first part of the process is the urine drug collection at a collection site meeting the DOT requirements. A split specimen is collected; that is, two bottles are generated during the collection process – primary and split. The specimens are sent to a Department of Health and Human Services (DHHS) certified laboratory that ensures that the testing is scientifically valid for the five drugs, ph, creatinine, specific gravity, and various adulterants. The laboratory will test all primary specimens for dilution, substitution, and adulteration. If the initial screening is positive for one or more of the five identified substances, a confirmation test is then performed for each identified drug utilizing gas chromatography/mass spectrometry (GC/MS) analysis.

The second part of the process is conducted by a certified Medical Review Officer (MRO). For positive test results and specimens identified as "substituted/adulterated", the MRO will interview the employee and review the test before making a final confirmation. A covered employee can challenge an MRO confirmed positive or substituted/adulterated test result by requesting that the split bottle be tested. The request for a split test must be made by the employee directly to the MRO within 72 hours of the time of notification of a positive test or refusal to test because of adulteration or substitution.

The Federal Drug Testing Custody and Control Form (CCF) must be used to document every urine collection required by the DOT/FTA drug testing program. The CCF must be a five-part carbonless manifold form that details each step of the collection, verification, and copy distribution process. The CCF can only be modified in certain circumstances pursuant to 49 CFR Part 40.45 (c). Under no circumstances may the CCF transmit any employee personal identifying information other than the social security number or employee ID number to the laboratory.

The inability to provide a urine specimen (shy bladder) will result in a refusal to test if a physician cannot verify that a legitimate medical condition existed.

B. Alcohol:

An evidential breath testing device (EBT) approved by the National Highway Traffic Safety Administration (NHTSA) is utilized to conduct alcohol screening and confirmation tests in accordance with DOT regulation. A breath alcohol test is conducted by a Certified Breath Alcohol Technician (BAT) at a collection site that meets DOT requirements. The breath alcohol testing must conform to 49 CFR 40. A DOT alcohol testing form (ATF) is completed and the results recorded on that form according to DOT regulations.

Up to two breath tests are required for a DOT test. The first test is considered the initial screening test. If a breath alcohol concentration is below 0.02, no further testing is required. If a breath alcohol concentration is 0.02 or greater on the first test, a confirmation test (second breath test) is required. When a confirmation test is required, any actions taken will be based on the confirmation test result.

The inability to provide adequate breath for the alcohol test (shy lung) will result in a refusal to test if a physician cannot verify that a legitimate medical condition existed.

C. Types of Tests Required

- **Pre-employment (drug test only):**

1. An applicant who is applying for employment to a safety sensitive position must pass DOT pre-employment drug test with verified negative results. If the applicant receives a verified positive test result on test or refuses to test, employment in the safety-sensitive position shall be denied.

2. An applicant or covered employee whose pre-employment drug test is canceled or invalid is required to take another pre-employment drug test with a verified negative result prior to commencing any safety-sensitive function.

3. An employee who is re-assigned, promoted, or transferred to a safety-sensitive position must pass DOT pre-employment drug test with verified negative results prior to starting the safety-sensitive position. If the employee receives a verified positive test result, the employee may not be re-assigned, promoted, or transferred to the position and **TECTRANS** shall take the appropriate action as prescribed under **TECTRANS** Drug Policy, "Consequences of a Positive Drug Test".

4. An applicant or covered employee who has previously failed a DOT drug or alcohol test must have evidence of successfully completing the DOT referral, evaluation and treatment plan (Return to Duty) prior to commencing a safety-sensitive position.

5. A covered employee (existing or new hire) who has not performed a safety sensitive function for a duration of 90 consecutive days or more, and has been removed (or not enrolled – e.g. new hires) from the safety-sensitive random pool during that time, must submit to a DOT pre-employment drug test with a verified negative result prior to commencing their safety-sensitive functions.

Two Year DOT Substance Abuse Background Check

TECTRANS shall obtain information on an applicant's substance abuse history within the preceding two years that are maintained by the covered applicant's previous transportation employer(s) pursuant to these regulations. Each applicant shall also be required to notify **TECTRANS** if they have tested positive on a pre-employment test for a Tectrans that did not hire them.

TECTRANS reserves the right to re-evaluate the employees job status based on the information received from the background checks.

- **Reasonable Suspicion Testing**

A covered employee will be subject to reasonable suspicion drug use and alcohol misuse testing when the employer has a reasonable suspicion to believe that the covered employee has used a prohibited rug and/or engaged in alcohol misuse.

1. A TECTRANS Supervisor(s), trained in detecting the signs and symptoms of drug use and alcohol misuse, must determine that reasonable suspicion exists and shall be based on specific contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee.

2. The supervisor can direct a covered employee to undergo reasonable suspicion testing for alcohol when the observations (as defined in #1 above) are made while the employee is performing safety-sensitive functions; just before the employee is to perform safety-sensitive functions; or just after the employee has ceased performing such functions.

- **Post-Accident Testing:**

Fatal Accidents:

As soon as practicable following an accident involving the loss of human life, an employer shall conduct drug and alcohol testing on each surviving covered employee operating the mass transit vehicle at the time of the accident. An employer shall also drug and alcohol test any other covered employee whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision.

Non-Fatal Accidents:

As soon as practicable following an accident not involving the lost of human life in which a mass transit vehicle is involved, the employer shall drug and alcohol

test each covered employee operating the mass transit vehicle at the time of the accident, unless the employer determines, using the best information available at the time of the decision, that the covered employee's performance can be completely discounted as a contributing factor to the accident. The employer shall also drug and alcohol test any other covered employee whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision. Drug and alcohol testing will occur if there is any disabling damage to the mass transit vehicle (rubber tire, rail, or vessel) that requires any vehicle to be towed or any mass transit vehicle to be removed from revenue service.

If a required breath alcohol test is not administered within two (2) hours following the accident, the employer shall prepare and maintain on file a record stating the reasons the alcohol test was not promptly administered. If a required breath alcohol test is not administered within eight (8) hours following the accident, the employer shall cease attempts to administer the alcohol test and update the two hour written record.

If a vehicle accident result in anyone being removed from the scene of the accident for reason of treatment of injury, the involved employee will be required to submit to Post Accident testing as required under DOT guide lines. All Post Accident testing will be conducted under escort.

TECTRANS shall ensure that a covered employee will be drug tested as soon as practicable but within 32 hours of the accident.

A covered employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying **TECTRANS** or **TECTRANS'** representative of his or her location, if he or she leaves the scene of the accident prior to submission to such test, may be deemed by **TECTRANS** to have refused to submit to testing.

In either a fatal or non-fatal accident, there is nothing that shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

- **Random Testing:**

Federal Transit Administration regulations require that all covered employees are subject to random drug use and alcohol misuse testing under this policy.

The selection of employees for random drug and alcohol testing (50% of the drug and 10% of the alcohol test pool, respectively) shall be made by a scientifically valid method, such as a random number table or a computer-based random number generator that is

matched with employees' Social Security numbers, payroll identification numbers, or other comparable identifying numbers. Under the selection process used, each covered employee shall have an equal chance of being tested each time selections are made.

Random drug and alcohol tests will be unannounced and immediate, and the dates for administering random tests will be spread reasonably throughout the calendar year. Random testing will be conducted on all days and hours during the time that safety-sensitive functions are performed, including holidays and weekends.
Random testing for drugs can be performed anytime the employee is on duty. Random testing for alcohol can be performed just before, during or after performing safety sensitive duties. Once an employee has been notified that they are to take a Random Drug Test, the date and time of the notification is to be recorded. The employee is to be escorted to the predetermined collection facility. The employee is to report to this location within a time frame which is consistent with normal travel time.

- **E. Return-To-Duty Testing:**

For a covered employee who refuses to submit to a test, has a verified positive drug test result, and/or has a confirmed alcohol test result of 0.04 or greater, **TECTRANS** will require that the employee pass a drug and/or alcohol test (pursuant to procedures outlined in 49 CFR Part 40, Subpart O) with a verified negative result before returning to duty to perform a safety-sensitive function.

- **F. Follow Up Testing:**

A covered employee will be subject to follow up testing who returns to duty as specified in 49 CFR Part 40, Subpart O).

D. Refusal to Submit:

A covered employee who refuses to submit to DOT/FTA drug or alcohol testing as required by DOT/FTA regulations, shall be prohibited from performing or continuing to perform safety-sensitive functions. A refusal to submit to drug or alcohol testing will be treated the same as a positive drug or alcohol test result.

Under the DOT/FTA regulations, a covered employee is subject to disciplinary action in the event that he/she refuses to take a DOT/FTA drug or alcohol test. A refusal to test for any non-DOT drug or alcohol test administered by **TECTRANS** does not constitute a refusal to test under the DOT/FTA regulations. Any conduct or behavior as defined in the following list constitutes a refusal to test under DOT/FTA regulations and will be deemed a verified positive drug or alcohol test when the covered employee:

- Fails to appear for any test (except a pre-employment test) within 60 minutes of notification that he/she has been selected for a DOT/FTA drug and/or alcohol test.

- Failure to remain at the testing site until the testing process is complete; an employee who leaves the testing site before the testing process commences for a pre-employment test is not deemed to have refused to test;
- Fails to provide a urine specimen for any drug test or an adequate amount of breath for any alcohol test required by this part or DOT agency regulations; an employee who does not provide a urine specimen and/or an adequate amount of breath because he/she has left the testing site before the testing process commences for a pre-employment test is not deemed to have refused to test;
- Fails to permit the observation or monitoring of a specimen collection in the case of a directly observed or monitored drug test;
- Fails to provide a sufficient amount of urine or breath when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure;
- Fails or declines to take a second drug test that **TECTRANS** or the collector has directed the covered employee to take;
- Fails to undergo a medical examination or evaluation, as directed by the MRO as part f the verification process, or as directed by **TECTRANS** DER under 49 CFR Part 40.193(d). In the case of a pre-employment drug test, the covered employee is deemed to have refused to test on this basis only if the pre-employment test is conducted following a contingent offer of employment;
- Fails to undergo a medical examination or evaluation, as directed by **TECTRANS** as part of the insufficient breath procedures outlined at 49 CFR Part 40.265(c);
- Fails to sign the certification at Step 2 of the ATF;
- Fails to cooperate with any part of the testing process (e.g., refuses to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process); or
- If the MRO reports that you have a verified adulterated or substituted test result.

6.0 Returning An Employee to Work:

After receiving a verified positive drug test result, a refusal to test, and/or a confirmed alcohol test result of 0.04 or greater, a **TECTRANS** employee will be referred to a Substance Abuse Professional who will conduct a face to face evaluation and recommend education/treatment. A return-to-duty test will be required for any **TECTRANS** covered employee who is returning to duty after successfully completing the treatment plan issued by the Substance Abuse Professional (SAP). The covered employee must have a written release/letter from the SAP and a verified negative return-to-duty test result prior to returning to their safety-sensitive position. The return to duty process shall follow the procedures as outlined in 49 CFR Part 40.

Follow Up Testing:

TECTRANS shall conduct follow up testing of each covered employee who returns to duty, as specified by the SAP as per 49 CFR Part 40. Follow up testing will include a minimum of six tests (no defined maximum) in the first 12 months after returning to duty, not to exceed 60 months.

6.1 Contact Information for the following
MRO
(Medical Review Officer) University Services Dr. Ben Gerson 10551 Decatur Rd. Suite 200 Phila PA 19154, Ph#215 637 6800

SAP
(Substance Abuse Professional) Pharmatox Dr. Michael Meredith, 1143 Missouri St Fairfield CA 94533,

LAB
Quest Diagnostics multiple location in US 800-877-7484

Collection site
As Assigned

7.0 Consequences

Any covered **TECTRANS** employee who tests positive for any one or more of the five prohibited drugs, has a verified positive due to a refusal to test, or an alcohol concentration of 0.04 or greater will be immediately removed from his/her safety-sensitive position/duties. The covered employee will then be referred to the Substance Abuse Professional (SAP) for an evaluation, treatment, and follow-up plan. Upon successful completion of the SAP's evaluation and treatment plan, the covered employee will be returned to duty following a verified negative drug and/or alcohol test result. The employee will also be subject to at least six follow up tests in the next 12 months. The SAP may recommend more follow up tests, but the testing period must not extend beyond 60 months

Disciplinary action taken as a result of a positive drug or alcohol test, or a refusal to test, will include suspension, or may ultimately result in termination, depending on the case.

A covered **TECTRANS** employee with a verified breath alcohol of 0.02 or greater but less than 0.04 will be removed from a safety-sensitive position until: (1) The employee's alcohol concentration measures less than 0.02; or (2) the start of the employee's next regularly scheduled duty period, but not less than eight hours following administration of the test.

Dilute Drug Specimen

If an employee's drug test is reported as "negative dilute", the employee will be immediately sent for another drug test. If the second test is negative dilute, the result will be accepted and no further testing authorized.

8.0 Training:

Covered Employees:

All covered employees shall receive at least 60 minutes of training on the effects and consequences of prohibited drug use on personal health, safety, and the work environment, and on the signs and symptoms that may indicate prohibited drug use.

Supervisors:

Reasonable Suspicion Training - All supervisors of safety-sensitive employees shall receive at least 60 minutes of training on the effects and consequences of prohibited drug use on personal health, safety, and the work environment, and on the signs and symptoms that may indicate prohibited drug use. Furthermore, supervisors of safety-sensitive employees shall receive reasonable suspicion training consisting of at least 60 minutes of training on the physical, behavioral, and performance indicators of probable

drug use and at least 60 minutes of training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

9.0 Retention of Records

TECTRANS shall maintain its drug and alcohol records in a secure location with controlled access according to the following schedule:

One Year: Records of negative drug or alcohol tests.

Two Years: Records related to the collection process and employee training.

Three Years: All two year substance abuse background checks.

Five Years: Records of covered employees verified positive drug or alcohol test results, documentation of refusals to take required drug or alcohol tests, and covered employee referrals to the substance abuse professional, and copies of annual MIS reports submitted to the FTA.

Each record shall be maintained for the specified minimum period of time as measured from the date of the creation of the record.

Access to Records

A covered employee is entitled, upon written request, to obtain copies of any records pertaining to the covered employee's use of prohibited drugs or misuse of alcohol, including any records pertaining to his/her drug or alcohol tests. There shall not be any contingent employee fee for this request.

TECTRANS shall permit access to all facilities utilized, data, covered employee records, and other program records compiled in complying with the requirements of these regulations to the Secretary of Transportation or any DOT agency with regulatory authority over the employer or any of its employees or a State oversight agency authorized to oversee rail fixed guideway systems, upon the Secretary's request or the respective agency's request.

TECTRANS shall disclose information related to the Tectrans's drug or alcohol testing related to an accident when a request is issued by the National Transportation Safety Board as part of an accident investigation.

TECTRANS shall make available a covered employee's records to a subsequent Tectrans or specifically identified person upon receipt of a written request from the covered employee.

TECTRANS may disclose information pertaining to a covered employee to the employee or the decision maker in a lawsuit, grievance, or other proceeding initiated by

or on behalf of the individual, and arising from the results of a drug or alcohol test under these regulations (including, but not limited to, a worker's compensation, unemployment compensation, or other proceeding relating to a benefit sought by the covered employee).

TECTRANS shall obtain information on a covered employee's verified positive drug or alcohol tests within the preceding two years that are maintained by the covered employee's previous employer(s) pursuant to these regulations.

10.0 The Designated Employer Representative (DER):

The **TECTRANS** employee who will manage the FTA substance abuse program is the Designated Employer Representative – Jorge Flores, Director of Safety & Training Tectrans 6503 W. Century Blvd, 9th Floor, Los Angeles, CA 90045, jflores@tectransinc.com. As the DER, he has been designated to answer questions regarding this policy, the anti-drug and alcohol misuse program, and receive drug and alcohol test results.

11.0 Management Information System

TECTRANS will prepare and maintain a summary of the results of its alcohol and controlled substances testing programs performed under this part during the previous calendar year, when requested by the Secretary of Transportation, the FTA, or any State or local officials with regulatory authority over **TECTRANS** or any of its safety sensitive employees. The MIS report will be prepared in accordance with 49 CFR 655.72.

ACKNOWLEDGMENT OF RECEIPT OF COPY OF TECTRANS'S FTA DRUG AND ALCOHOL POLICY

I, _____hereby acknowledge that I have been given a copy of **TECTRANS'** FTA Drug and Alcohol Policy, and that my rights and responsibilities with respect to this Policy were explained to me.

_____
Signature of the Employee

Dated: _____

TECTRANS

- CDSNet
- FMS Infoserv
- Diversified Transportation
- Mobility Plus Transportation
- MyTransitPlus
- Paul's Yellow Cab
- Western Transit Systems
- Yellow Cab of Greater Orange County
- Limousines of South Florida

Employee Handbook

A Welcome Message from our CEO

Congratulations and welcome to the Company! It is an exciting time to be here and we are pleased to welcome you. As you settle into your new responsibilities, we encourage you to explore the many opportunities available to you as an employee. The information in this handbook will guide you through this process, as will your supervisor and your co-workers.

We have built our Company on a strong foundation of our employees' skills and expertise. You can take justifiable pride in the role you will play as part of a team focused on providing exceptional customer service to our clients as well as consistently demonstrating exceptional professional leadership in our industry. Our organization was built on the strength, creativity and integrity of our employees. We always welcome any suggestions, ideas, and comments you may have.

We are pleased you have decided to join us. We hope you enjoy your relationship with our organization.

Welcome aboard and best regards.

Michael Griffus, Chief Executive Officer

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ANNUAL ACKNOWLEDGEMENT AND AGREEMENT

PURPOSE OF THIS HANDBOOK

This Handbook provides employees with information about the policies and benefits of our organization. For reading ease, it will often use "the Company" when referring to Tectrans and all affiliated companies. We expect each employee to read this Handbook carefully. It is a valuable reference for understanding your job and the Company. The policies outlined in this Handbook should be regarded as management guidelines only, which, in a developing business, will require changes from time to time. The Company retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and the Company. This Handbook supersedes and replaces any and all prior Handbooks and inconsistent verbal and written policy statements. No statement or promise by a Supervisor, Manager, or Department Head may be interpreted as a change in policy nor will it constitute as an agreement with an employee.

Should any provision in this Handbook be found to be unenforceable and invalid, such finding does not invalidate the entire Handbook, but only the subject provision.

The provisions in this Handbook or any Handbook are not intended to create contractual obligations with respect to any matters it covers. Nor is this Handbook or any Handbook intended to create a contract guaranteeing that you will be employed for any specific period of time.

Recognition of these rights and prerogatives is a term and condition of employment. Nothing contained in this Handbook should be construed as a guarantee of continued employment. Employment with the Company is on an at-will basis. This means that either the employee or the Company may terminate the employment relationship at any time, for any reason.

This Handbook and the information it contains are considered confidential and proprietary information of the Company and are not to be disclosed to anyone who is not an employee of the Company.

To the extent that any of the policies in this Employee Handbook conflict with any currently valid collective bargaining agreements, the language of the collective bargaining agreements controls.

A BRIEF HISTORY

Tectrans ("The Company") is a privately held company established to design, deploy and coordinate passenger transportation solutions to a full range of clients, including governmental agencies, medical and senior care organizations, airports, transit authorities, the private sector, and the individual consumer.

The Tectrans Corporate Office is located at 6053 W. Century Blvd, Suite 900, Los Angeles, CA.

Tectrans family of companies serves a wide array of clients in the Transportation, Taxi, Logistics, and Technological Support markets. Our specific areas of expertise include shuttle services, paratransit and transit operations, taxi services, transportation technology (such as Smart Card services and customer information kiosks), regional center (developmentally disabled) transportation, call center services, technology solutions (such as IT consulting), and banking solutions (such as item processing and remote capture).

Please visit our website at: www.tectransinc.com to learn more about our organization and unique menu of services and solutions.

The Company has assembled an award-winning team to manage and direct its family of companies. Our team is committed to the continued success of our employees.

Tectrans, Inc. and all affiliated divisions are as follows:

CDS Net
FMS Infoserv
Diversified Transportation
Mobility Plus Transportation
My TransitPlus
Paul's Yellow Cab
Western Transit Systems
Yellow Cab of Greater Orange County
Limousines of South Florida

A. EMPLOYMENT

1. AT-WILL EMPLOYMENT

Employment with our organization is at-will, which means that it can be terminated at any time, for any reason, by either the employee or the Company. The language used in this Handbook is not intended to create an employment contract between the employee and our Company. No implied contract concerning any employment-related decision or term or condition of employment can be established by any statement, conduct, policy or practice.

2. EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

Equal Employment Opportunity has been, and will continue to be, a fundamental principle at the Company and all affiliated companies, where employment is based upon merit. We want to have the best available persons in every job. Company policy prohibits discrimination based on race, color, religion, creed, national origin or ancestry, age, gender, sexual orientation, veteran status, genetic information or characteristics, medical condition, physical or mental disability, or any other consideration made unlawful by federal, state or local laws.

This policy of Equal Employment Opportunity applies to all policies and procedures relating to recruitment and hiring, compensation, benefits, termination, and all other terms and conditions of employment.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with disabilities, the Company will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact the Human Resources department and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job. The Company will conduct an investigation to identify the barriers that make it difficult for the applicant or employee to have an equal opportunity to perform his or her job, and will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, The Company will make the accommodation.

An employee who has questions regarding this policy or believes that he or she has been discriminated against based on a disability should notify the Human Resources department or a member of the management team. All such inquiries or complaints will be treated as confidential to the extent permissible by law.

3. ELIGIBILITY REQUIREMENTS

The Immigration Reform and Control Act of 1986 require all employers, including the Company, to only employ those candidates who are authorized to work in the United States.

This means that, as a condition of employment, candidates must bring proof of their eligibility to work in the United States on their first day of employment. Candidates who are not able to provide such documentation will not be eligible for employment with the Company.

4. BACKGROUND CHECKS AND INVESTIGATIONS

To maintain a safe and productive workplace, our Company may perform (or request that third parties perform) "background checks" or other types of investigations.

Background checks and investigations may include the use of consumer reporting agencies, which may gather and report information to the Company in the form of consumer or investigative consumer reports. Such reports may contain information concerning your credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living. The types of reports that may be requested from consumer reporting agencies under this policy include, but are not limited to, credit reports, criminal records checks, court records checks, driving records, and/or summaries of educational and employment records and histories.

The information contained in these reports may be obtained by a consumer reporting agency from private or public records sources or through personal interviews with your co-workers, neighbors, friends, associates, current or former employers, or other personal acquaintances.

The Company may request consumer reports, including records checks and investigative reports based on interviews, in connection with your application for employment, or at any time during the course of your employment, for purposes of evaluating your suitability for employment, promotion, reassignment or retention as an employee. The Company may also obtain such reports, both during and after your employment, for purposes of evaluating, investigating, or enforcing compliance with Company policies or in connection with responding to grievances or complaints, regardless of whether you are still in the employ of the Company at the time the report is requested.

Employees are expected to cooperate fully with this policy, including providing truthful and complete information on your employment application and in response to inquiries made by the Company or third party investigators during the course of investigations and providing appropriate written authorizations required by law to facilitate the investigation process. Failure to cooperate will result in discipline, up to and including termination.

5. DEFINITIONS

The job in which you are employed is defined in a number of ways, including:

Full-Time Exempt
Full-time exempt employees regularly work thirty-two (32) or more hours per week and are exempt from overtime provisions of federal and state laws. Full-time exempt employees are eligible to participate in the Company's benefits programs, as detailed in this Handbook.

Full-Time Non-Exempt
Full-time non-exempt employees regularly work thirty-two (32) hours or more per week and are eligible for overtime under applicable federal and/or state law. Full-time non-exempt employees are eligible to participate in the Company's benefits programs, as detailed in this Handbook.

Part-Time Non-Exempt
Part-time non-exempt employees regularly work less than thirty-two (32) hours per week and are eligible for overtime under applicable federal and/or state law. Part-time non-exempt employees are eligible to participate in certain Company benefits programs, as detailed in this Handbook.

Introductory
Introductory employees are exempt and non-exempt employees during the first ninety (90) days of employment. Depending on the job classification for which they are hired, introductory employees may be eligible for Company benefits programs upon successful completion of the 90-day Introductory Employment Period, as detailed in this Handbook.

Project
Project employees work short periods of time for the Company and for the duration of a specific project. The job assignment, work schedule, and duration of the position are determined at the discretion of the Company. Project employees are usually employed for three months (92 days) or less and are not eligible to participate in any of the Company's benefits programs.

6. INTRODUCTORY EMPLOYMENT PERIOD

Every new employee goes through an initial period of adjustment in order to learn about the Company and about their job. During this time the employee will have an opportunity to find out if they are suited to, and like, the new position.

Additionally, this period gives the employee's manager a reasonable period of time to evaluate performance. The Introductory Employment Period at the Company is three (3) months, or ninety (90) days.

During this time, the new employee will be provided with training and guidance from his/her manager. An employee may be discharged at any time during this period if the manager concludes that an employee is not progressing or performing satisfactorily. During the Introductory Employment Period, employees are not eligible to participate in Company benefits programs, as detailed in this Handbook.

Employees who are promoted or transferred within the organization must complete a secondary introductory period with each reassignment to a new position but will continue to be eligible for Company benefits programs depending on job classification. Additionally, as is true at all times during employment with the Company, employment is not for any specific time and may be terminated at any time for any reason either by the employee or the Company.

7. VERIFICATION OF EMPLOYMENT

The Company considers certain information about your employment with the Company as "Company Confidential." This means that the Company will only verify certain information about your employment, such as whether or not you are or were an employee, your current or most recent job title, and your dates of employment. Other information such as your salary and earnings requires your written authorization to the Company for the release of this information. Most often this information is requested when you apply for a home mortgage loan, apartment, or line of credit. All employment verification requests should be forwarded to Human Resources.

8. HUMAN RESOURCES FILES

The Company maintains official Human Resources files containing information on employees that is relevant to the employment relationship and that is required by governmental rules and regulations. All such employee information and records are the sole property of the Company and are considered Company Confidential. This information may include:

- Employment Applications
- Resumes
- Performance Evaluations
- Employee Correspondence
- Records of Wage and Salary Actions
- Status and History, Promotions, Transfers
- Employee Training Records

Under the supervision of the Human Resources department, employees may review their personnel file at reasonable times and with reasonable notice, as determined by the Company. Employees may not remove, destroy, or alter any documents contained in the personnel file. Employees interested in reviewing their file should contact the Human Resources department.

Health/medical records are not included in your personnel file. These records are confidential. The Company will safeguard them from disclosure and will divulge such information only (1) as allowed by law; (2) to the employee's personal physician upon written request with permission of the employee; or (3) as required for workers' compensation cases.

Change of Status

The Company maintains Company Confidential and proprietary information about employees such as legal name, addresses, marital status, dependents, social security numbers, tax status, dates of birth, and other information that may be required by law, insurance carriers, or for the efficient operations of our business. Most of this information will be recorded when you are hired.

It is your responsibility to keep all of your personal information current. If you experience a change in status in the areas mentioned above, you should notify your Manager and Human Resources in writing to update this information.

9. CONFLICT OF INTEREST AND OUTSIDE EMPLOYMENT STATEMENT

In General

The Company expects all employees to conduct business according to the highest ethical standards. Employees are expected to devote their best efforts to the interests of the Company. A potential or actual conflict of interest occurs whenever an employee is in a position to influence a decision that may result in a personal gain for the employee or an immediate family member as a result of the Company's business dealings. Business dealings that create a conflict between the interests of the Company and an employee are unacceptable. In addition, illegal off-duty conduct on the part of an employee which adversely affects the Company's legitimate business interests or the employee's ability to perform his or her job will not be tolerated.

The Company recognizes the right of employees to engage in activities outside of their employment which are of a private nature and unrelated to its business. However, the employee must disclose any possible conflicts so that the Company may assess and prevent any conflicts of interest from arising.

Although it is not possible to specify every action that might create a conflict of interest, this policy sets forth the ones that most frequently present problems. If an employee has any question concerning whether an action or proposed course of conduct would create a conflict

of interest, the employee should immediately contact the Human Resources department or immediate supervisor to obtain advice on the issue. Possible conflicts that might arise include:

- Using proprietary or confidential Company information for personal gain or to the Company's detriment
- Using Company assets or labor for personal use or gain
- Violation of provisions of law or the Company's policies or rules

A violation of this policy may result in immediate and appropriate corrective action, up to and including termination from the Company.

The Company reserves the right to determine that other relationships, although not specifically covered by this policy, nevertheless represent actual or potential conflicts of interest. In any case where the Company determines, in its sole discretion that a relationship between two employees, or between an employee and a non-employee, presents an actual or potential conflict of interest, the Company may take whatever action it determines to be appropriate to avoid the actual or potential conflict of interest. This includes working relationships involving relatives or individuals with close personal relations that may potentially lead to complaints of favoritism, lack of objectivity, or employee morale and dissension problems that can result from such relationships. Action taken by the Company may include transfers, reassignments, changing shifts, or, where it deems such action appropriate, corrective action up to and including termination.

Outside Employment

Employees are hired and continue in employment with the understanding that the Company is their primary employer and that other employment or commercial involvement that is in conflict with the business interests of the Company is strictly prohibited.

Outside work activities are generally allowable where such activity does not present an actual or potential conflict with the Company's legitimate business interests. While it is not feasible to describe all possible conflicts of interest that could develop from participating in outside employment, some prohibited activities are listed below:

- Working for a direct or indirect competitor, supplier, or customer
- Involvement in organizations that are doing or seek to do business with the Company, including actual or potential vendors or customers
- Violation of provisions of law or the Company's policies or rules
- Employment that conflicts with an employee's work schedule, duties and responsibilities
- Employment which requires an employee to conduct work or related activities on Company property, during Company working hours, or using Company facilities and/or equipment

For the purposes of this policy, self-employment is considered outside employment.

Employees wishing to engage in outside employment which may conflict with this policy must submit a written request to the Human Resources department explaining the details of the outside employment. If the Human Resources department authorizes such outside employment, the Company assumes no responsibility for such outside employment. The Company shall not provide workers compensation coverage or any other benefit for injuries occurring from or arising out of such outside employment. Authorization to engage in outside employment can be revoked at any time.

Reporting Potential Conflicts

An employee must disclose actual or potential conflicts of interest to his/her manager. Approval will not be given unless the relationship will not interfere with the employee's duties or will not damage the Company's relationship.

B. COMPENSATION

1. PAY SCHEDULE

Every pay period, Company employees will receive a paycheck based upon his/her earned salary or wage rate. Currently the Company has employees that are paid semi-monthly, bi-weekly, and weekly. Please check with your manager to verify under which pay cycle your division operates.

Employees paid semi-monthly have regular pay cycles starting on the First (1st) and Sixteenth (16th) Business Days of every month. The pay date takes place five (5) business/banking days from the date payroll is closed, with special accommodations for holidays.

Employees paid bi-weekly are paid every other Friday. The pay date takes place on the Friday following the date payroll is closed, with special accommodations for holidays.

Employees paid weekly are paid every Friday. The pay date takes place on the Friday following the date payroll is closed, with special accommodations for holidays.

Under no circumstances will the Company release any paychecks prior to the announced schedule. It is the Company's policy that employee paychecks will only be given personally to that employee. All other arrangements for mailing or pick-up must be made in advance with the employee's manager. It is the Company's practice not to approve salary advances for employees.

The payroll check will include the following deductions:

- **Federal and State Withholding Tax**

The number of exemptions an employee claims on their Federal and State withholding statements affects the amount of Federal and State taxes withheld. If your number of dependents or desired withholding amount should change, you should report the changes to Human Resources and complete new withholding statements. At the end of the year, you will receive a tax statement showing your total deductions.

- **Social Security (FICA)**

Social Security will be deducted from your paycheck in accordance with Federal regulations.

- **Miscellaneous Payroll Deductions**

Other items such as benefits costs and contributions are automatically deducted from your paycheck.

- **Garnishments**

The Company may be required by law to accept legal garnishments or liens attached to employee wages. These garnishments and/or liens require the Company to withhold a portion of the employee's disposable earnings for the satisfaction of a debt and to remit the withheld amount to the court or other entity as mandated. The Company will not modify the terms of the legal arrangements unless ordered by a court. If an employee feels they have satisfied the amount of the garnishment order, they are to contact the agency from which the garnishment was requested to have the garnishment cease.

- **Direct Deposit**

Employees may be paid by check or through direct deposit of funds to savings or checking accounts. To activate direct deposit, see the Human Resources department to complete necessary forms.

In the event of a lost paycheck, Human Resources must be notified as soon as possible before a replacement check can be issued. In the event of an error in a paycheck, please notify your supervisor immediately.

2. NON-EXEMPT OVERTIME PAY AND WORK WEEK DEFINED

Depending on Company work needs, non-exempt employees may be requested to work overtime. When possible, advance notification of these assignments will be provided. Overtime work must be authorized in advance by a supervisor, and assignments will be distributed as equitably as practical to all employees qualified to perform the required work.

Non-exempt employees will be paid overtime in accordance with federal and state law.

The Company's seven-day workweek runs from 12:01 a.m. on Sunday until 12:00 midnight the following Saturday.

3. TIME REPORTING

The Company requires all hourly/non-exempt employees to use a time registry and/or time clock to record all hours worked within the workweek. The time clock should accurately reflect each day's work period, including start and end times and meal breaks. All employees are expected to work until the end of their scheduled work day.

Any handwritten marks or changes on time records must be initialed by a supervisor. Writing on another employee's time record, allowing another employee to write on your time record, or altering a time record will not be tolerated. Any employee who falsifies or tampers with time records will be subject to corrective action up to and including termination.

Any errors in your time record should be reported immediately to your Supervisor for correction. Company policy requires all employees review their pay stubs for accuracy and report any discrepancies to their immediate supervisor as soon as possible.

4. TRANSFERS AND PROMOTIONS

We encourage all employees to seek advanced opportunities within our organization. To that end, we have established a company policy outlining employee transfers. Transfers are available to enhance an employee's career advancement and growth opportunities as well as the potential to provide greater alignment with other factors such as location, experience and diversity within our services as well as other attributes that may be important. All open positions will be posted internally for review and consideration.

An employee who wishes to be considered for an open position within his/her present department must discuss the request directly with their supervisor and/or manager of the department. If the transfer involves another department, the employee is required to speak to their supervisor and/or the department manager in addition to the hiring manager.

Employee transfers will be considered only if the following conditions are met:

1. The employee must have completed a minimum of six months of active service in the present job. Exceptions will be reviewed on an individual basis.
2. The employee's performance in the current position must be satisfactory or better. A written warning received within the six-month period preceding the request for a transfer will constitute unsatisfactory job performance for purposes of this policy.
3. The employee must possess the minimum qualifications required for the position for which the transfer is sought.
4. The employee's current department Terminal/Project manager must grant approval of the transfer request.
5. The employee's past performance, qualifications, potential abilities and job experience are the key factors in evaluating transfer requests and must satisfy the qualifications of the position for which the transfer is sought. These items must be fully discussed and documented during the interview process.

Once an employee communicates their interest in making a transfer, the employee's existing manager is responsible for communicating to the hiring manager. It is expected that the employee initiating the request will communicate to the hiring manager as well. The interviewing and selection process should be based on an agreed upon schedule by both managers. In the event it is agreed that the employee can be transferred, it is expected that both managers will work out an agreeable transition schedule that is conducive to positive business operations with minimal disruption.

Additionally, if an employee is being considered for an open position, the hiring manager must first communicate to the employee's department manager prior to engaging in any communication about the open position with the employee directly. Once this step has been initiated, the steps regarding an employee transfer can then be initiated.

The intent of this policy is to consistently ensure that we are fair and objective in communicating open positions. In addition, it is expected that all managers review the employee's qualifications based on proven job performance that is fair, consistently demonstrated, and will further enhance our product and service deliverables.

Employees should always feel free to discuss their career aspirations with their manager at any time.

C. HOURS OF WORK

1. ATTENDANCE AND PUNCTUALITY

Regular attendance and punctuality are the foundation of dependability and good work performance. Excessive and habitual absenteeism and tardiness have a direct adverse impact on an employee's performance, progress, and continued employment with the Company.

If you know you are going to be late or unable to report to work due to illness or other reasons, you should contact your supervisor/manager directly two (2) hours prior to your normal schedule time to work. If you call in less than two hours before your scheduled time to begin work, you will be considered tardy for that day. Absent extenuating circumstances, you must call in on every day you are scheduled to work and will not report to work.

Personal issues requiring time away from your work, such as doctor's appointments or other matters should be scheduled during your non-work hours whenever possible.

Employees not returning from leave or not calling to explain an absence of three (3) or more days will be considered to have abandoned their job and will be terminated from the Company.

Excessive absenteeism and tardiness may result in appropriate corrective action, up to and including termination from the Company.

The following general Guidelines apply to unscheduled/unexcused absences or tardiness:

First Absence or Tardy	Verbal Warning
Second Absence or Tardy	Written Warning
Third Absence or Tardy	Two days suspension without pay
Fourth Absence or Tardy	Termination of Employment

Other continuing patterns of absences or tardiness, regardless of the exact number of days, may warrant disciplinary action. Even one unexcused absence or tardy may be considered excessive depending on the circumstances and/or contract agreements.

2. HOURS OF WORK

Your Supervisor/Manager is responsible for assigning your regular work schedule. Receiving a schedule does not constitute a guarantee of time to be worked and there could be instances where you will be requested to work additional hours (overtime). The Company will schedule and notify you of the additional hours as much in advance as business necessity allows.

Changes in work schedules are discouraged. If it is necessary to change your schedule, notify your supervisor who may authorize a change. Schedule changes will not be approved for mere convenience or if it will result in disruption of or interference with normal operations or will result in excessive overtime.

3. MEAL AND REST PERIODS

All non-exempt employees are entitled to a ten (10) minute rest break period for every four (4) hours worked. If you are a non-exempt employee, you will be paid for all such break periods and will not need to clock out. Your supervisor will advise you of the time and duration of your breaks. You are expected to return to work promptly at the end of any rest break.

If you work more than five (5) hours in a workday, you are entitled to an unpaid meal period of at least thirty (30) minutes in addition to your ten (10) minute break. If you work more than ten (10) hours, you are entitled to a second, unpaid meal period of thirty (30) minutes. Depending on the circumstances, you may be able to waive your second meal period if you took the first one. All employees must clock out for their meal periods and must not perform any work during these times for a full thirty (30) consecutive minutes.

You are expected to observe your assigned working hours and the time allowed for meal and rest periods. Employees may not work through their meal or rest periods in order to compensate for absence or tardiness or for any other reason. Do not leave the premises during your rest period and do not take more than ten minutes for each rest period. You may leave the premises on your meal period.

If for any reason you do not take the applicable rest breaks and/or meal periods, you must notify your supervisor immediately.

D. TIME OFF

1. PAID TIME OFF (PTO)

PTO is our system of managing paid leave that can be used for scheduled and unscheduled absences from work. These absences include personal illness, family illness, personal days, floating holidays, and vacation. Accrual of PTO begins on the first day of employment. No PTO may be taken until completion of the 90-day Introductory Employment Period. Employees who separate from employment with the Company during the 90-day Introductory Employment Period will be paid out accrued PTO upon separation.

Regular Full-Time Employees of The Company are eligible for PTO based on length of service.

Employees who leave the Company will be paid for any PTO hours accrued but not used. Employees who leave the Company and have taken more PTO than was earned will owe the Company the difference, which will be deducted from an employee's final paycheck.

- The Company encourages employees to take PTO on an annual basis. Once the maximum accrual amount has been reached, no additional PTO will be earned until previously accrued PTO is used. Accrued PTO will be paid out upon separation from employment.
- If PTO is due to personal illness of three (3) consecutive days or more, employees must obtain and submit a doctor's note to their supervisor upon returning to work.
  Employees are eligible for Short-Term Disability after absence due to personal illness or injury lasting longer than seven (7) consecutive work days. Employees may elect PTO for these first seven (7) days, if available, or the time will be considered Leave without Pay.
- Use of PTO hours is not required for time away from work for jury duty, military leave, bereavement leave, or as otherwise detailed in the Leaves of Absence section of this Handbook.
- PTO must be scheduled in advance and requires a manager's approval and will be granted on a "first-request" basis.
- PTO hours must be taken in minimum increments of four (4) hours.
- Employees on unpaid leaves do not accrue PTO.
- If a Company Holiday occurs during your PTO, you will be granted one additional day of PTO, to be taken at a time approved in advance by your supervisor.

2. HOLIDAYS

The Company recognizes paid holidays throughout the calendar year. Holiday pay is granted to all eligible employees who have completed the 90-day Introductory Employment Period and is based on the employee' straight-time rate of pay. To be eligible for holiday pay, employees must work the last scheduled day immediately preceding and the first scheduled day immediately following the holiday. Non-exempt employees who perform work on a recognized holiday will receive holiday pay in addition to their earned wages for the hours worked on the holiday.

3. BEREAVEMENT LEAVE

In the unfortunate event of a death in an employee's immediate family, a leave of absence of up to three (3) days with pay will be granted. These three days should be taken consecutively within a reasonable amount of time surrounding the day of the death or funeral. Employees should make their manager aware of the situation as soon as possible. We will be as flexible as possible in accommodating these leave requests.

For this purpose, immediate family is defined as spouse, domestic partner, children, stepchildren, parents (including in-laws), stepparents, siblings, stepsiblings, grandparents, and grandchildren. Special consideration will be given to any other person whose association with the employee is similar to any of the above relationships.

4. JURY DUTY

A leave of absence for mandatory jury duty will be granted to employees notified to serve. During this leave, exempt employees will be compensated according to state and federal guidelines. Non-exempt employees may elect to use accrued PTO to supplement their income. An employee on jury duty is expected to report to work any day he/she is excused from jury duty.

Upon receipt of the notice to serve jury duty, the employee should immediately notify his/her manager. Additionally, a copy of the notice to serve should be forwarded to Human Resources for attendance purposes. Upon the employee's return, the Human Resources department must be notified and a signed Certificate of Jury Service indicating the number of days served must be submitted.

5. MILITARY LEAVE

Military leave is granted by the Company in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

Leave for Active or Reserve Duty

Upon receipt of orders for active or reserve duty, an employee should notify his/her manager, as soon as possible, and submit a copy of the military orders to his/her manager.

Spousal/Domestic Partner Military Leave

Qualified employees who are spouses or registered domestic partners of a qualified member of the Armed Forces, National Guard, or Reserves ("member"), may take an unpaid leave of up to 10 days during a qualified leave period of the member.

To be eligible for this leave, the employee must 1) be the spouse or registered domestic partner of the member; 2) work for an average of 20 or more hours per week; 3) provide the Company with notice within 2 business days of receiving official notice that the member will be on leave from deployment that the employee intends to take leave under this policy; and 4) submit written documentation certifying that the member will be on leave from deployment during the period the leave is requested. This policy does not apply to independent contractors.

This policy does not affect an employee's rights with respect to any other employee benefit provided by law and does not affect, or prevent the Company from allowing an employee to take a leave that the employee is otherwise entitled to take. The Company will not retaliate against any employee for requesting or taking leave under this policy.

Please see the Human Resources department for further information.

6. RELIGIOUS OBSERVANCES

The Company provides reasonable time away from work for employees requesting such time for religious observance. Based on business needs, the Company will reasonably accommodate such requests that are made in advance and approved by your manager.

An employee may choose to use PTO, if available, for this purpose or take time as leave without pay. Under some circumstances, your work schedule may be adjusted to accommodate your request for time away from work for religious observances.

7. FAMILY AND MEDICAL LEAVE ("FMLA")

The Company will grant family and medical leave in accordance with the requirements of applicable state and federal law in effect at the time the leave is granted. Although the federal and state laws sometimes have different names, the Company refers to these types of leaves collectively as "FMLA Leave." No greater or lesser leave benefits will be granted than those set forth in such state or federal laws. In certain situations, the federal law requires that provisions of state law apply. In any case, employees will be eligible for the most generous benefits available under applicable law.

Please contact your supervisor as soon as you become aware of the need for a FMLA Leave. Employees are expected to provide prompt notice to the Company of any change(s) to an employee's return to work date. Accepting other employment, continuing to work in another job, or filing for unemployment insurance benefits while on leave may be treated as a voluntary resignation from employment, unless you and the Company have agreed, in writing, otherwise.

To qualify for leave, employees must meet the following conditions:

- Have worked for the Company for at least 12 months
- Have worked at least 1,250 hours over the previous 12 months before the need for leave
- Work in a location where at least 50 employees are employed by the Company within 75 miles, as of the date the FMLA leave is requested

If you meet the above conditions, you may request up to 12 weeks of leave in a rolling 12-month period for the following reasons:

- The birth, adoption, or foster care of an employee's child within 12 months following birth or placement of the child ("Bonding Leave");
- Care for an immediate family member (spouse, registered domestic partner, child, or parent) with a serious health condition ("Family Care Leave")
- An employee's inability to work because of a serious health condition, including a Workers' Compensation injury ("Serious Health Condition Leave")
- "Qualifying exigencies," as defined by federal regulation, because of the employee's spouse, son, daughter, or parent is on active duty or called to active duty status as a member of the Armed Forces in support of a "contingency operation" declared by the U.S. Secretary of Defense, President or Congress, as required by law ("Military Emergency Leave")

Alternatively, employees may request up to 26 weeks of leave in a rolling 12-month look back period to care for a spouse, son, daughter, parent, or next of kin who is a member of the Armed Forces who is undergoing medical treatment, recuperation, or therapy, is in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness (as defined by federal regulation) ("Military Caregiver Leave").

The maximum amount of FMLA Leave will be twelve (12) workweeks in any 12-month period when the leave is taken for: (1) Bonding Leave; (2) Family Care Leave; (3) Serious Health Condition Leave; and/or (4) Military Emergency Leave. However, if either spouses (or registered domestic partners) work for the Company and are eligible for leave under this policy,

the spouses (or registered domestic partners) will be limited to a total of 12 workweeks off between the two of them when the leave is for Bonding Leave.

The maximum amount of FMLA Leave for an employee wishing to take Military Caregiver Leave will be a combined leave total of twenty-six (26) workweeks in a single 12-month period. A "single 12-month period" begins on the date of your first use of such leave and ends 12 months after that date. If both spouses work for the Company and are eligible for leave under this policy, the spouses will be limited to a total of 26 workweeks off between the two when the leave is for Military Caregiver Leave only or is for a combination of Military Caregiver Leave, Military Emergency Leave, Bonding Leave and/or Family Care Leave taken to care for a parent.

To the extent required by law, some extensions to FMLA Leave may be granted when the leave is necessitated by an employee's work-related injury/illness, a pregnancy related disability, or a "disability" as defined by the Americans with Disabilities Act and/or applicable state or local law. In addition, in some circumstances and in accordance with applicable law, an extension to FMLA Leave may be granted when the leave is taken to care for a registered domestic partner and/or registered domestic partner's child. Certain restrictions on these benefits apply.

You must provide advance notice of your need for leave whenever possible and complete a Leave Request form provided by Human Resources. Employees must provide sufficient information for the Company to determine if the leave may qualify under state and federal leave laws, medical certification to support a request for time off for a serious medical condition, as well as the anticipated timing and duration of the leave. Additionally, you must also provide recertification if additional leave is required. Certification forms are available from the Human Resources department.

Employees may use any available PTO, if applicable, according to state and federal guidelines. PTO accrual and holiday pay will be suspended during the leave of absence and will resume upon return to active employment.

During this leave, an eligible employee is entitled to continued group health plan coverage on the same terms as if the employee had continued to work. The employee is responsible for continuing to make any premium payments in effect at the time of FMLA leave if they wish to maintain coverage. In some instances, the Company may recover premiums it paid to maintain health coverage if you fail to return to work following a FMLA leave.

If you are on FMLA leave but are not entitled to continued paid group health insurance coverage, you may continue your coverage through the Company in conjunction with COBRA guidelines. Please contact the Human Resources department for further information.

At the conclusion of the leave, subject to some exceptions, an employee generally has a right to return to the same or to an equivalent position.

A Notice of Employee Rights and Responsibilities under the Family Medical Leave Act is located at the end of this Handbook.

8. PREGNANCY DISABILITY LEAVE ("PDL")

The Company will grant an unpaid pregnancy disability leave of up to four (4) months to employees disabled on account of their pregnancy, childbirth, or related medical conditions. Employees are eligible for such leave immediately upon hire. Employees who are affected by pregnancy or a related medical condition are also eligible to transfer to a less strenuous or hazardous position, or to less strenuous or hazardous duties, if such a transfer is medically advisable and certified as such by an attending physician, and such transfer can be reasonably accommodated. The transferred employee will receive the pay that accompanies the job, as is the case with any other temporary transfer due to temporary health reasons.

If the need for a leave or transfer is foreseeable, employees must provide notification at least thirty (30) days before the pregnancy disability leave or transfer is to begin, whenever possible. Employees must inform the Company when a leave is expected to begin and how long it will likely last along with certification from a health care provider to support the need for time off from work or any work restrictions. The certification indicating disability should contain the date on which the employee became disabled due to pregnancy, the probable duration of the period or periods of disability, and a statement that, due to the disability, the employee is unable to perform one or more of the essential functions of her position without undue risk to herself, the successful completion of the pregnancy, or to the other persons. Additionally you must also provide recertification if additional leave is required.

Leave taken under the pregnancy disability policy runs concurrently with family and medical leave under federal law, but not with family and medical leave under California law. Employees may use accrued PTO, if applicable, according to state and federal guidelines. All such payments will be coordinated with any state disability or other wage reimbursement benefits for which you may be eligible. At no time shall an employee receive a greater total payment than the employee's regular salary. PTO accrual and holiday pay will be suspended during the leave of absence and will resume upon return to active employment.

If the employee taking pregnancy disability leave is eligible for leave under federal or state family and medical leave laws, the Company will maintain your group health insurance coverage for up to a maximum of 12 workweeks per 12-month period on the same terms as if the employee had continued to work. In some instances, the Company may recover premiums it paid to maintain health coverage for an employee who fails to return to work following pregnancy disability leave. If ineligible under the federal and state family and medical leave

laws, employees on pregnancy disability leave will receive continued paid coverage on the same basis as employees taking other leaves.

Employees on pregnancy disability leave who do not receive continued paid coverage, or whose paid coverage ceases after 12 workweeks, may continue their group health insurance coverage through the Company in conjunction with COBRA guidelines. Employees should contact the Human Resources department for further information.

At the conclusion of the leave, subject to some exceptions, an employee generally has a right to return to the same or to an equivalent position.

9. CALIFORNIA STATE DISABILITY INSURANCE ("SDI") AND PAID FAMILY LEAVE ("PFL")

California State Disability Insurance and Paid Family Leave programs are administered by the Employment Development Department (EDD) and financed entirely by California workers through a payroll tax. The State Disability Insurance (SDI) program provides benefits to workers who are unable to work due to non-work-related illness, injury, or pregnancy. Persons covered by SDI are also automatically covered by Paid Family Leave insurance (PFL). PFL benefits are available to persons who take time off work to care for a seriously ill child, child of a domestic partner, spouse, parent, or domestic partner, or to bond with a new minor child. PFL benefits run concurrently with FMLA leave and CFRA leave, California's FMLA counterpart.

Neither SDI nor PFL provide job protection or return to work rights. Your job may be protected if you qualify for leave under the federal and state family and medical leave laws. For more information, contact the Human Resources department for a brochure or visit www.edd.ca.gov.

10. PERSONAL LEAVE OF ABSENCE

At the discretion of The Company, full-time employees who have completed one (1) year (twelve consecutive months) of employment may be granted a leave of absence without pay for special circumstances. Requests must be submitted in writing, on the appropriate Company provided forms, to your Supervisor/Manager. Approval will be based on the anticipated needs of the business. If approval is granted, the Company will make reasonable efforts to return you to the same or similar job you held prior to the leave of absence, subject to staffing and business requirements, though it is under no legal requirement to do so.

Approved leave of absence may not exceed thirty (30) days and is granted only after accrued PTO is exhausted.

During unpaid leave, an eligible employee is entitled to continued group health plan coverage on the same terms as if the employee had continued to work. The employee is responsible for voluntary benefit deductions in effect at the time of leave if they wish to maintain coverage. In

some instances, the Company may recover premiums it paid to maintain health coverage for an employee who fails to return to work following a Personal Leave of Absence.

11. SCHOOL LEAVE (SUSPENSION)

If it is necessary for an employee who is the parent or guardian of a child to attend the child's school to discuss possible suspension, the employee should alert his or her manager as soon as possible so that alternative arrangements may be made. No discriminatory action will be taken against the employee for taking time off for this purpose. Such time off is unpaid.

12. TIME OFF FOR VICTIMS OF SEXUAL ASSAULT OR DOMESTIC VIOLENCE

The Company will not discriminate against employees who are victims of crime if they take time off to appear in court to comply with a subpoena or other court order as a witness in any judicial proceeding. The Company will not discriminate against employees who are victims of domestic violence or sexual assault for taking time off from work to obtain or attempt to obtain any relief, including but not limited to, a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of a domestic violence or sexual assault victim or his or her child. Such time off is unpaid and certification of sexual assault will be required for time off to be granted.

The Company will not discriminate or retaliate against an employee who is a victim of domestic violence for taking time off from work, which will be unpaid, to seek medical attention for injuries caused by the domestic violence or sexual assault, to obtain services from a domestic violence program or a shelter, program, or rape crisis center, to obtain psychological counseling related to the domestic violence or sexual assault, or to participate in actions to increase safety from future domestic violence or sexual assault, including temporary or permanent relocation.

Affected employees must give the Company reasonable notice that they are required to be absent for a purpose stated above, except for unscheduled or emergency court appearances or other emergency circumstances. In such a case, the Company will take no action against affected employees if, within a reasonable time after the appearance, they provide the Company with documentary evidence that their absence was required for any of the above reasons.

Affected employees may use accrued PTO (if eligible).

13. TIME OFF FOR VICTIMS OF VIOLENT CRIMES

Employees who are victims or related to victims of a violent felony, or a felony statute prohibiting theft or embezzlement, may take unpaid time off from work to attend judicial proceedings related to the crime. "Related to" means the employee's spouse, child, stepchild,

brother, stepbrother, sister, stepsister, mother, stepmother, father, stepfather, registered domestic partner, or the child of a registered domestic partner.

The employee must give the Company a copy of a notice in advance of each scheduled proceeding. If it is impossible to do so, the employee must give the Company such notice within a reasonable time after the proceeding from the court or government agency setting the hearing, the district attorney or prosecuting attorney's office, or the office of the victim's advocate. An employee may use accrued PTO (if eligible) for the purpose of attending the proceeding. The Company shall keep all records pertaining to this time off confidential.

14. LACTATION ACCOMMODATION

The Company shall provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child. As far as possible, this break time shall run concurrently with the employee's regularly-scheduled break time, if applicable. Any break time given for this purpose that does not run concurrently with the break time provided by law shall be unpaid and employees provided with such break time shall record it on their timesheets. The Company is not required to provide such break time if it would seriously disrupt operations.

The Company shall make every reasonable effort to provide employees with the use of a room or other location (other than a toilet stall) close to the employees' work area for employees to express milk in private. The room or location may include the place where the employee normally works if it otherwise meets the requirements of this policy.

E. EMPLOYEE BENEFITS

1. DISCLAIMER

The Company has established a variety of employee benefit programs designed to assist you and your eligible dependents in meeting the financial burdens that can result from illness and disability. This portion of the Employee Handbook contains a very general description of the benefits for which you may be eligible. Please understand that this general explanation is not intended to, and does not, provide you with all the details of these benefits. Therefore, this Handbook does not change or otherwise interpret the terms of the official plan documents. The provisions of the official documents will govern in all cases.

Please note that nothing contained in the benefit plans described herein shall be held or construed to create a promise of employment or future benefits, or a binding contract between the Company and its employees, former employees, or their dependents for benefits or for any other purpose.

The Company reserves the right, in its sole and absolute discretion, to amend, modify, or terminate, in whole or in part, any or all of the provisions of the benefit plans described herein, including any health benefits that may be extended to employees, former employees, and their dependents. Further, the Company reserves the exclusive right, power and authority, in its sole and absolute discretion, to administer, apply, and interpret the benefit plans described herein and to decide all matters arising in connection with the operation or administration of such plans.

2. MEDICAL AND DENTAL BENEFITS

As a Full-Time employee, you are eligible to participate in the Company's health benefits programs that include medical and dental insurance coverage.

You may select individual, employee + child, employee + spouse, or family coverage for you, your spouse, and any of your eligible dependents. Medical coverage begins the first day of the month following ninety (90) days of continuous employment. You have ninety (90) days from your date of hire to decide on your coverage and return your enrollment form, otherwise you will automatically waive your coverage and have to wait until annual enrollment to sign up for benefits.

You will learn more about these benefits during orientation and at times of annual enrollment. Once you have selected the benefits level and coverage you desire, you must maintain these benefits until the Company's next annual enrollment period. There are certain exceptions to this policy, which are listed later in this chapter.

Medical benefits programs are very specific and detailed as to covered occurrences, deductibles, and requirements. You will be provided this information and your portion of the cost at the time you sign up for the coverage you elect.

You should contact the Human Resources department any time you have questions about your coverage, costs, or benefit claim processes.

3. BENEFIT CHANGES

Generally, you will not be allowed to make changes in the benefits you elect during the benefit year. The time to change benefit coverage occurs during the Company's annual enrollment period.

Exceptions to the policy include documented occurrences such as:

- Marriage
- Divorce
- Adoption of a Dependent
- Death
- Birth
- Termination of Spouse's or Domestic Partner's Employment
- Loss of Current Coverage

It is your responsibility to promptly notify the Human Resources department in writing in order to document these changes if, as a result, you want to change your current benefit coverage. Such notification must be provided to the Company within thirty (30) days of the date of the occurrence. The change in coverage will be effective on the date of the event.

4. WORKERS' COMPENSATION

Workers' Compensation laws protect you against lost wages and cover reasonable medical expenses resulting from injuries sustained while performing your job. Each state has its own workers' compensation statutes. Waiting periods for payment of lost wages and benefits may vary from state to state. The coverage defined by statute in your home state is in effect while you are at work in another state.

All injuries and accidents that occur in the workplace must be reported immediately to a manager whether or not medical attention appears necessary. A first report of accident form may be obtained from your manager. This form must be completed and returned to your manager for further evaluation and completion.

F. ON – THE – JOB

1. BUSINESS ETHICS AND PROFESSIONAL CONDUCT

The successful business operations and reputation of the Company are built upon the principles of professional, fair, and ethical conduct of our employees.

A professional image requires you to treat others as you would like to be treated, keep work areas orderly and clean, use appropriate language, be sensitive to cultural diversity, appreciate everyone's contribution to the success of the business, respect others' opinions, be on time, and maintain a positive attitude.

The continued success of the Company is also dependent upon our clients' trust in our services and we are dedicated to preserving that trust. Employees should always act in a way that will merit the continued trust and confidence of the public.

In furtherance of this policy, no employee may accept a gift or gratuity valued in excess of $100.00 from any customer, vendor, supplier, or other person doing business with the Company. In the case of expenses paid by such persons for business meals or trips, please discuss this with your manager in advance. In no event may a gift, gratuity or expense payment influence a business decision, transaction or service.

2. QUALITY STATEMENT

Quality in what we do and the services we provide is a vital and strategic factor in The Company's continued corporate success.

The Company defines quality as exceeding expectations, improving the efficiency of our internal business processes, and providing those we serve with total customer satisfaction.

The quality we all strive for begins with your best efforts to maintain and improve your work skills, your knowledge of our Company's business activities, understanding of customer needs and teamwork, and the enthusiasm and personal satisfaction that comes with doing a job as best you can.

3. OPEN DOOR POLICY

The Company stands firm on the belief that everyone employed provides value to our business and will always be a key factor in our success as an organization. To that end, we have adopted an Open Door Policy in order to further demonstrate the value we place on our staff. This means that every Manager's door is open to every employee. The purpose of the Open Door

Policy is to encourage open communication, feedback, and discussion about any matter of importance to our employees. The Company's open door policy means that employees are free to talk with any Manager at any time.

Each member of management is responsible for creating an atmosphere free of discrimination. Further, employees are responsible for respecting the rights of their co-workers, clients, consumers, and vendors. A Manager or Supervisor has the responsibility to address the concern and help our staff members understand workplace practices, processes, and business decisions.

If an employee does not feel comfortable discussing his or her issue with their immediate Supervisor, the Open Door Policy allows an employee to discuss an issue or concern with the next level or Management and/or Human Resources directly. All Managers and Supervisors should be willing to listen to any workplace concerns and help with resolution or clarification.

If you experience any job-related concern in the workplace and would like assistance in communicating these concerns and resolving the issues, or if you believe that you have been treated in an unlawful discriminatory manner, or have been unlawfully harassed, **promptly report the incident to your Supervisor or another member of the Management Team.** If you believe it would be inappropriate to discuss the matter with your Supervisor, report it directly to the head of your department or to Human Resources. Once made aware of your complaint, we are committed to commence an immediate, thorough investigation of the allegations. Your complaint will be kept confidential to the maximum extent possible.

If at the completion of the investigation, the Company determines that an employee is guilty of inappropriate work conduct as defined in our employee handbook, appropriate disciplinary action will be taken and the matter resolved.

Our Company prohibits any form of retaliation against any employee for filing a bona fide complaint under this policy or for assisting in the complaint investigation. However, if after investigating any complaint of unlawful discrimination and/or inappropriate work conduct, the Company determines that an employee intentionally provided false information regarding the complaint, disciplinary action may be taken against the employee(s) that provided the false information. Additionally, it is expected that every employee conducts themselves in a professional manner at all times, which includes but is not limited to, maintaining a high level of confidentiality regarding any workplace investigations conducted. If an employee is found violating this professional conduct policy, we will initiate disciplinary action which may include termination of employment depending on the nature of the violation.

4. BULLYING POLICY

The Company defines bullying as *"repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more employees against another or others, at the place of work and/or in the course of employment."* Such behavior violates our Code of Ethics which clearly states that all employees will be treated with dignity and respect.

The purpose of this policy is to communicate to all employees, including Supervisors, Managers, and Executives, that our organization will not tolerate bullying behavior in any instance. Employees found in violation of this policy will be disciplined, up to and including termination.

Bullying may be intentional or unintentional, however it must be noted that where an allegation of bullying is made, the intention of the alleged bully is irrelevant and will not be given consideration when determining the proper form of discipline. As in sexual harassment, it is the affect of the behavior upon the individual that is important. The Company considers the following types of behavior examples of bullying:

- **Verbal Bullying:** slandering, ridiculing, or maligning a person or his/her family; persistent name calling which is hurtful, insulting, or humiliating; using a person as butt of jokes; abusive and offensive remarks.
- **Physical Bullying:** pushing, shoving, kicking, poking, or tripping; assault or threat of physical assault; damage to a person's work area or property
- **Gesture Bullying:** non-verbal threatening gestures, glances which can convey threatening messages

In addition, the following examples may constitute or contribute to evidence of bullying in the workplace:

- Persistent singling out of one person
- Shouting or raising voice at an individual in the presence of other staff members and/or in private
- Using verbal or obscene gestures
- Personal insults and use of offensive nicknames
- Public humiliation in any form
- Constant criticism on matters unrelated or minimally related to the person's job performance or description
- Public reprimands
- Spreading rumors and/or gossip regarding individuals
- Intentionally manipulating the ability of someone to do their work (e.g. overloading, underloading, withholding information, setting meaningless tasks, setting deadlines that cannot be met, or giving deliberately ambiguous instructions)

- Deliberately excluding an individual or isolating them from work-related activities (meetings, etc)
- Unwanted physical contact; physical abuse or threats of abuse to an individual or an individual's property (defacing or marking up property)

5. NEPOTISM POLICY

The Company encourages the referral of all qualified candidates for employment consideration; however it is not Company Policy to offer employment opportunities for members of the same family. In the best interest of all employees, those who are involved in a personal relationship outside of the workplace (i.e. dating, married, family, etc.) should not directly supervise, report to, or evaluate one another's performance or work activities. This Nepotism Policy enables the Company to eliminate the potential for conflicts of interest concerning the appearance of favoritism, the creation of morale problems, or spillover conflicts that may occur in the workplace.

Our goal is to create a favorable work environment for all employees. The Company has adopted the following nepotism policy:

The employment of relatives is prohibited if the situation would result in the creation of:

- A relative being hired/employed by another relative, regardless of position within the company
- A manager/subordinate relationship between relatives or if a direct managerial relationship would be established in the future as a requirement of the job position.
- An actual conflict of interest or the appearance of a conflict of interest. Generally, this restricts the hiring or employment of a relative in any position that has an auditing or control relationship of the employee's job.

Please note: Employees who marry or establish a close personal relationship can continue in their current position, as long as it does not create a prohibited employment relationship, until such time as it is practical to make other employment arrangements such as a transfer or change in management structure.

6. NON-DISCRIMINATION AND ANTI-HARASSMENT POLICY

The Company is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits discriminatory practices, including harassment. Therefore, the Company expects that all relationships among persons in the workplace be business-like and free of bias, prejudice, and unlawful harassment.

Definitions of Harassment

a. **Sexual Harassment** constitutes discrimination and is illegal under federal, state, and local laws. For the purposes of this policy, sexual harassment is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors, and other verbal, visual or physical conduct of a sexual nature when, for example: (i) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (ii) submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual; or (iii) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Sexual harassment on the job is unlawful whether it involves co-worker harassment, harassment by a supervisor or manager, or by persons doing business with or for the Company.

Depending on the circumstances, these behaviors may include, but are not limited to unwanted sexual advances or requests for sexual favors, offering employment benefits in exchange for sexual favors, making or threatening reprisals after a negative response to sexual advances, sexual jokes and innuendo, verbal abuse of a sexual nature, commentary about an individual's body, sexual prowess or sexual deficiencies, leering, catcalls or touching, insulting or obscene comments or gestures, display or circulation in the workplace of sexually suggestive objects or pictures (including through e-mail) and other physical, verbal, or visual conduct of a sexual nature.

b. **Harassment on the basis of any other protected characteristic** is also strictly prohibited. Harassment based on gender, gender identity, race, creed, color, religion, sex, age, sexual orientation, national origin or ancestry, physical or mental disability, cancer-related medical condition, marital status, veteran status, or any other characteristic protected by law is strictly prohibited. That is, verbal, visual or physical conduct based on one of these protected categories that: (i) has the purpose or effect of creating an intimidating, hostile, or offensive work environment; (ii) has the purpose or effect of unreasonably interfering with an individual's work performance; or (iii) otherwise adversely affects an individual's employment opportunities, constitutes unlawful harassment.

Harassing conduct includes, but is not limited to epithets, slurs, or negative stereotyping, threatening, intimidating or hostile acts, denigrating jokes and displays, or circulation in the workplace of written or graphic material that

denigrates or shows hostility or aversion toward an individual or group (including through e-mail).

Individuals and Conduct Covered

These policies apply to all applicants and employees of the Company and persons engaging in business activities with the Company, and prohibit harassment, discrimination, and retaliation whether engaged in by fellow employees, by a manager, or by someone not directly connected to the Company (e.g., an outside vendor, consultant, or customer).

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings, or business-related social events.

Retaliation Is Prohibited

The Company prohibits retaliation against any individual who reports conduct or practices the individual reasonably believes constitute unlawful discrimination or harassment or because of the employee's participation in an investigation, proceeding or hearing related to employment discrimination or harassment. Retaliation against an individual for such opposition or participation is a violation of law and, like harassment or discrimination itself, will be subject to corrective action, up to and including termination.

REPORTING PROCEDURES:

Reporting of an Incident of Harassment, Discrimination, or Retaliation

The Company strongly urges the reporting of all incidents of discrimination, harassment, or retaliation, regardless of the offender's identity or position. Individuals who believe they have witnessed or experienced conduct that they believe contrary to the Company's policy or who have concerns about such matters should file their complaints with their manager or the Human Resources department. Supervisors and managers must immediately report all harassment, discrimination and retaliation complaints to the Human Resources department.

The availability of this reporting procedure does not prevent individuals who believe they are being harassed from promptly advising the offender that the behavior is unwelcome and requesting that it be stopped.

Any employee who makes a false claim of harassment will be disciplined according to Company policy.

Employee's Duty to Disclose Benefits Received

No supervisor, manager, or officer of The Company is authorized to condition the receipt or denial of any benefit, compensation, or other term or condition of employment on an employee's complying with any sexual demand. To the contrary, all employees are instructed

that they must refuse such demands and report them promptly to the Human Resources department. Any employee who is found to have obtained any benefit from the Company because he or she submitted to an unreported sexual demand will be disciplined appropriately, including but not limited to, reimbursement for the value of any benefits received. Any employee making such a demand will be disciplined, up to and including termination.

Investigation of Harassment, Discrimination, or Retaliation

Any reported allegations of harassment, discrimination, or retaliation must and will be investigated, even if the alleged victim expresses a desire that the Company not investigate. This is the law. The investigation may include individual interviews with all parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge. The investigation will be completed and a determination regarding the harassment alleged will be made and communicated to the employee(s) who complained and the accused harasser(s). If the Company determines that sexual or other prohibited harassment has occurred, the Company will take effective remedial action commensurate with the circumstances. Appropriate action will also be taken to deter any future harassment. If a complaint of harassment is substantiated, appropriate disciplinary action, up to and including termination, will be taken.

Confidentiality will be maintained throughout this process to the extent consistent with adequate investigation and appropriate corrective action.

Individuals who have questions or concerns about these policies should talk with their Manager or the Human Resources department.

7. ATTENDANCE

Employees are responsible for being ready to start work at their scheduled time and continue working until their scheduled hours of work are completed. It is your obligation to notify your supervisor as far as possible in advance whenever you will be late or absent. If your supervisor is not available when you call, you must speak to another manager or supervisor. If you are physically unable to make a personal phone call, you must have someone else call for you.

Employees having excessive tardiness and absences are subject to disciplinary action up to and including termination. Please consult the Attendance and Punctuality policy of this Handbook for further details.

8. DRESS CODE

The Company's official standard of dress in the office is Business Casual Monday through Thursday and Casual on Friday. The purpose of the dress code is to uphold the image of the

Company and its staff members. Business Casual dress is defined as more comfortable, less structured attire including cotton slacks, golf shirts, sweaters, blazers, and leather footwear.

Attire considered inappropriate for the work environment includes sweatpants, athletic outfits, bare mid-driffs, shorts, cut-offs, beach sandals, open-toed shoes, and excessive jewelry. Employees who report to work inappropriately dressed may be asked to leave and return in acceptable attire.

Compliance with this policy relies primarily on the good judgment of employees in selecting appropriate office attire. Heads of departments may adopt more structured guidelines as their business operations warrant and supervisory management has the overall responsibility for assuring proper attire worn by employees under their area of responsibility.

9. PERSONAL APPEARANCE AND HYGIENE

It is expected that all employees will maintain a clean and neat appearance and will project a professional and business-like image in dealing with other employees, clients, vendors, and the general public.

Good hygiene and pride in your appearance will ensure that all employees and clients are comfortable in our daily interactions. The Company reserves the right to define appropriate standards of appearance and hygiene in the workplace.

10. EMPLOYEE CONDUCT

It is each employee's responsibility to be aware of and adhere to Company policies, procedures, and common sense standards of conduct. Among the causes for corrective action, which may include immediate termination, are the following:

- Any act of dishonesty, including theft or misappropriation of money, supplies, information, services, equipment, or time
- Any act which calls into question the employee's integrity, such as falsification of company records and documents, competing in business with the Company or any other conflict of interest, divulging trade secrets or confidential information, or conviction of a felony
- Any act which may create a dangerous situation, such as carrying a weapon on Company premises, physically assaulting or verbally threatening another individual, or disregard of property or safety standards
- Violation of the Company's Substance Abuse Policy
- Failure to adhere to attendance or timekeeping regulations
- Violation of the Company's Policies and Procedures, including sexual or other unlawful harassment or discrimination

This list is not comprehensive and other actions of a similar nature could also lead to corrective action, up to and including termination. This statement of prohibited conduct also does not alter the Company's policy of employment at will. Should you have a question concerning any of the above or if you are ever in doubt about whether certain conduct is permitted, please consult with your manager or the Human Resources department.

11. CORRECTIVE ACTION

Counseling and corrective actions are intended to provide employees an opportunity to correct performance or conduct deficiencies or, as circumstances warrant, for the Company to terminate the employment relationship. The corrective action process may include counseling, coaching, verbal warnings of dismissal, written warnings of dismissal, or termination of employment. These are not progressive steps that the Company is obligated to follow in any prescribed order. The Company maintains the sole authority, right, and responsibility to respond to the issue, conduct, or event that may lead to the application of corrective actions in the manner deemed appropriate (which may include immediate termination).

12. JOB ABANDONMENT

An employee who is absent from work for three (3) consecutive workdays without properly reporting their absence(s) to their manager will be considered to have voluntarily resigned their employment with the Company through job abandonment. Under these circumstances, resignation is effective the first day of the unreported absence.

13. VIOLENCE IN THE WORKPLACE

The Company strives to provide a safe workplace for all employees. To ensure a safe workplace and to reduce the risk of violence, all employees should review and understand all provisions of our workplace violence policy.

We will not tolerate any type of workplace violence committed by or against employees. Employees are prohibited from making threats or engaging in violent activities. Acts or threats of physical violence, including intimidation, harassment and/or coercion, which involve or affect the Company or its employees or which occur on Company property or during work hours, will not be tolerated.

This prohibition against threats and acts of violence applies to all persons involved in the operation of the Company, including, but not limited to, company personnel, contract and temporary workers and anyone else on company property. Violations of this policy, by any individual on company property, by any individual acting as a representative of the Company while off company property or by any individual acting off company property when his or her

actions affect the business interests of the Company, will lead to disciplinary and/or legal action as appropriate.

Workplace violence is any intentional conduct which is sufficiently severe, offensive or intimidating to cause an individual to reasonably fear for his or her personal safety or the safety of his or her family, friends and/or property such that employment conditions are altered or a hostile, abusive or intimidating work environment is created for one or more company employees. Examples of workplace violence include, but are not limited to, the following:

- Threats or acts of violence occurring on company premises, regardless of the relationship between the Company and the parties involved in the incident.
- Threats or acts of violence occurring off company premises involving someone who is acting in the capacity of a representative of the Company.
- Threats or acts of violence occurring off company premises involving an employee of the Company if the threats or acts affect the business interests of the Company.
- Threats or acts of violence occurring off company premises of which an employee of the Company is a victim if the company determines that the incident may lead to an incident of violence on company premises.
- Threats or acts resulting in the conviction of an employee or agent of the Company, or of an individual performing services for the Company on a contract or temporary basis, under any criminal code provision relating to violence or threats of violence which adversely affect the legitimate business interests of the Company

Specific examples of prohibited behaviors:

- Causing physical injury to another person
- Making threatening remarks to cause injury to another person or to subject another individual to emotional distress
- Intentionally damaging company property or property of another employee
- Possession of a weapon while on company property or while on company business
- Committing acts motivated by or related to sexual harassment or domestic violence
- Harassing or threatening phone calls
- Surveillance
- Stalking
- Veiled threats of physical harm or intimidation

Any potentially dangerous situations must be reported immediately to your manager or the Human Resources department. Reports can be made anonymously and all reported incidents will be investigated. Reports or incidents warranting confidentiality will be handled appropriately and information will be disclosed to others only on a need-to-know basis. All

parties involved in a situation will be counseled and the results of investigations will be discussed with them.

Threats, threatening conduct, or any other acts of aggression or violence in the workplace is a violation of this policy. Any employee determined to have committed such acts will be subject to corrective action, up to and including termination. Non-employees engaged in violent acts on the company's premises will be reported to the proper authorities and prosecuted to the fullest extent of the law.

Any employee who applies for a temporary or permanent protective or restraining order which lists any Company location as a protected area must provide to the Human Resources department a copy of the petition and declarations used to apply for the order. Any employee who obtains a temporary or permanent protective or restraining order which lists any Company location as a protected area must provide to the Human Resources department a copy of the order. Such information will be kept confidential to the extent possible without compromising the safety and security of Company employees and the Company.

Important Note: The Company will make the sole determination of whether, and to what extent, threats or acts of violence will be acted upon by the Company. In making this determination, the Company may undertake a case-by-case analysis in order to ascertain whether there is a reasonable basis to believe that workplace violence has occurred. No provision of this policy shall alter the at-will nature of employment at the Company.

14. WEAPONS IN THE WORKPLACE

The Company believes it is important to establish a clear policy that specifically addresses weapons in the workplace. The Company prohibits all persons who enter Company property from carrying a handgun, firearm, or weapon of any kind onto the property regardless of whether the person is licensed to carry the weapon. Prohibited weapons include any form of weapon restricted under local, state, or federal regulation, including all firearms and illegal knives. This policy applies to all Company employees, temporary employees, visitors on Company property, and customers and contractors on Company property. The only exceptions to this policy will be police officers, security guards, or any other persons given written consent by the Company to carry a weapon on the property.

If you have any questions about whether an item is covered by this policy, please ask your manager or the Human Resources department. Failure to abide by all terms and conditions of the policy described above may result in corrective action up to and including termination from the Company. Further, carrying a weapon onto Company property in violation of this policy will be considered an act of criminal trespass and will be grounds for immediate removal from Company property and may result in prosecution.

15. CONFIDENTIAL INFORMATION AND PROPERTY STEWARDSHIP

The protection of business information, property, and all other Company assets are vital to the interests and success of the Company. No company-related information or property, including documents, files, records, computer files, equipment, office supplies, or similar materials may be removed from the premises (except in the ordinary course of performing duties on the Company's behalf). In addition, when an employee leaves employment, all company-related information and property that the employee has in his/her possession must be returned on the last date of employment. Violation of this policy is a serious offense and may result in appropriate corrective action up to and including prosecution.

During the course of employment with the Company, employees will encounter confidential information about the Company, its employees, customers, suppliers and vendors. Confidential information includes, but is in no way limited to financial records, personnel and payroll records (regarding current or past employees), information regarding customer transactions, customer account information, information regarding customers, vendors or suppliers, trade secrets, and any documents or information regarding the Company operations, procedures or practices. Confidential information is to be divulged only to individuals within the Company with a need to receive, and authorization to receive, such information. If in doubt as to whether information should be divulged, err in favor of not divulging information and discuss the situation with your supervisor. Employees will be subject to appropriate corrective action, up to and including termination from the Company, for knowingly or unknowingly revealing confidential information.

Additionally, confidential information may not be removed from Company premises without express written authorization from an officer of the Company.

Confidential information obtained during or through employment with the Company may not be used by any employee for the purpose of furthering current or future outside employment or activities or for obtaining personal gain or profit. Employees may be required to enter into a written confidentiality and/or non-solicitation agreement as a condition of employment or continued employment.

16. USE OF COMPUTER SYSTEMS AND COMPANY EQUIPMENT

Corporate Software

The Company provides certain supplies and materials necessary for you to perform your job including Company provided software. Only software that is needed for legitimate business purposes is to be installed on company computers. Installation of personal software on Company computers is strictly prohibited. The Company reserves the right to install monitoring software at the server and desktop levels to ensure compliance with Company policies. Disabling monitoring software is prohibited and cause for corrective action. Employees,

managers, and the Information Technology department have a shared responsibility to ensure that all software residing on Company computer systems is properly installed, licensed, and approved for business purposes.

You may access only files or programs that you have permission to enter. Unauthorized review of files, dissemination of passwords, the creation or use of passwords not authorized by the Company, damage to systems, removal of files, removal of programs or improper use of information contained in any software or other technical system or application may be grounds for corrective action, up to and including termination.

Company Equipment

Employees are expected to exercise care in the use of Company equipment and property and use such property only for authorized purposes. Loss, damage, or theft of Company equipment should be reported at once. Negligence in the care and use of Company equipment may be considered grounds for corrective action up to and including termination from the Company.

Employees are also expected to exercise good judgment in using the Company's computers and computer network. The computing assets of the Company are subject to frequent attack from external sources (e.g., viruses, hackers, etc.). Employees are in no way entitled to disable any kind of virus-scanning, asset inventory, or similar software that is periodically run for the protection of the Company's computing assets.

It is also strongly recommended that employees use great caution when opening files that are received via email or that are available on the Internet that could in any way compromise the Company's security. To protect against any such compromise, all employees are encouraged to consult with the Information Technology team regarding any file, web page, email, etc. that is considered suspicious or potentially damaging.

The Company also retains the right to retain any employee password for their personal computer, network access, or locked file (e.g., spreadsheet, document, etc.). Use of passwords or other security measures does not diminish the Company's right to access materials on its system. Any password used by employees must be revealed to the Company if required by Management.

The Company's information equipment, including e-mail and voicemail systems, fax machines, computers, including Internet and World Wide Web, pagers, beepers, postage, facsimile and copier machines, are intended for business purpose use only. **Searches of the Company's information equipment may be conducted without advance notice in order to ensure that they are being used exclusively to facilitate transmittal of business-related information.**

The following applies (as further elaborated below) to the use by employees of all of the Company's information equipment, including use of the Internet and World Wide Web, e-mail and voicemail systems, fax machines, computers, pagers, beepers, and any other communication or information-transmittal device:

1. The Company' harassment, discrimination and solicitation policies all extend to such use.
2. Commercial use of any of the Company's electronic communication systems that is not directly for the benefit of the Company is prohibited.
3. No electronic communication device, including the Internet and World Wide Web, may be used in a manner that infringes upon the rights of others to proprietary, trademarked, confidential or trade secret information.
4. Such devices may not be used for any competitive purpose or any purpose that creates an actual, potential or apparent conflict of interest.

The use of the Company's information equipment in any manner that may be disruptive, offensive to others, or harmful to morale is specifically prohibited, including but not limited to the display or transmission of sexually explicit images, messages and cartoons, as well as the use of any ethnic slurs or communication that may be construed as harassment or disparagement of others. Such transmissions may be grounds for disciplinary action, up to and including termination. **Searches of The Company' information equipment may be conducted without advance notice in order to ensure it is being used exclusively to facilitate transmittal of business-related information.**

Safety Issues for Blackberry, PDA, Pager and Cellular Telephone Users

Anyone who uses a Blackberry, PDA, pager or cellular telephone for Company business is expected to put safety above all other concerns. In compliance with California law, employees are prohibited from using the text messaging, email or internet features of Blackberries, PDAs, pagers or cell phones while driving. Also in compliance with California law, employees are prohibited from using a cellular telephone (or the cell phone features of Blackberries or PDAs) while driving, unless using a hands-free device and, even then, such use is strongly discouraged while driving. If an employee must initiate a telephone call using a Blackberry, PDA or cell phone, the employee should pull off the road in a safe place or park. The Company does not require employees to place or receive electronic or cellular communications while driving. Accordingly, any person who uses a Blackberry, PDA, pager or cellular phone and is charged with a violation of law resulting from the use of such electronic devices while driving, including traffic citations, will be solely responsible for any accident, claim, liability, fine, or other consequences of the use of a Blackberry, PDA, pager or cell phone.

Use of any of the above Company's equipment constitutes consent by the user to all of the terms and conditions of this policy regarding computer systems and Company equipment.

17. E-MAIL AND INTERNET USE POLICY

Every employee is responsible for using the Internet and electronic mail (e-mail) system properly and in accordance with this policy. This policy specifically addresses e-mail and Internet use for Company business purposes.

The Internet can be a valuable source of information and research. In addition, e-mail can provide excellent means of communicating with other employees, customers, outside vendors, and other businesses. Use of the Internet for Company business, however, must be tempered with common sense and good judgment.

If you abuse your right to use the Internet, you may be subject to corrective action up to and including termination from the Company as well as civil and criminal liability.

Disclaimer of Liability for Use of Internet and Email

The Company is not responsible for material viewed or downloaded by users from the Internet or via e-mail. The Internet is a worldwide network that contains millions of pages of information. Users are cautioned that many of these pages and external emails include offensive, sexually explicit, and inappropriate material. Although the Company employs various tools to filter out some offensive content, users accessing the Internet and e-mail do so at their own risk.

No Expectation of Privacy

The computers and computer accounts given employees are to assist them in performing their jobs. **Employees should not have an expectation of privacy in anything they create, store, send, or receive on the Company's computer system.** The computer system belongs to the Company and may only be used for business purposes.

Monitoring Computer Usage

The Company has the duty to monitor any and all aspects of the computer system, including sites visited by employees on the Internet, chat and news groups, material downloaded or uploaded by users, and e-mail sent and received by users.

Prohibited Activities

Material that is fraudulent, harassing, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory, or otherwise unlawful, inappropriate, offensive, or a violation of The Company' equal employment opportunity policy and its policies against sexual or other harassment may not be downloaded from the Internet or displayed or stored in the Company's

computers. Employees encountering or receiving this kind of material should immediately report the incident to their manager or to the Human Resources department.

Sending Unsolicited E-Mail (Spamming)

Without the express permission of their manager, employees may not send unsolicited e-mail to persons with whom they do not have a prior relationship.

Blogging

Except as permitted by law, no Company employee may post by blogging[1] comments that are: unlawfully discriminatory or harassing, that unlawfully defame or disparage the Company's business, work product, or management, or that reflect a lack of professionalism as a Company employee.

If an employee is dissatisfied with any aspect of the Company's operation, the employee is encouraged to bring those concerns to the Human Resources department. Employees have ethical and other obligations to keep confidential proprietary and other information about the Company.

Amendments and Revisions

This policy may be amended or revised as the need arises. Users will be provided with copies of all amendments and revisions.

Violations of this policy will be taken seriously and may result in corrective action, including possible termination and/or civil and criminal liability.

Use of e-mail and the Internet via the Company's computer system constitutes consent by the user to all of the terms and conditions of this policy.

18. VOICE MAIL POLICY

The Voice Mail system is the property of the Company. It has been provided for use in conducting Company business and its use is subject to the Company's harassment, discrimination and solicitation policies. All communications and information transmitted by, received from, or stored in this system are Company records and property of the Company. **Employees have no right of personal privacy in any matter stored in, created, received, or sent over the Voice Mail system.** Use of passwords or other security measures does not diminish the Company's right to access materials on its system. Any password used by employees must be revealed to the Company if required by Management, as Voice Mail messages may need to be accessed in an employee's absence.

[1] " Blogging" consists of the posting of writings or other content on a publicly available Internet site by an individual.

Any employee who discovers misuse of the Voice Mail system should immediately contact the Human Resources department. Violations of the Company's Voice Mail policy may result in corrective action up to and including termination from the Company. The Company has the right to modify this policy at any time, with or without notice.

19. PERSONAL TELEPHONE CALLS

Because a large percentage of our business is conducted over the phone, it is essential to project a professional telephone manner at all times.

Although the Company realizes that there are times during a normal work day when an employee may need to use the telephone/cell phone for personal reasons, it is expected that good judgment will be used in limiting the length and frequency of such calls.

Personal cell phones should be on silent or vibrate during normal company hours, as cell phone ringing can be disruptive to the work environment.

20. SOLICITATION, DISTRIBUTION AND POSTING POLICY

To maintain and promote a safe and efficient workplace and to avoid interference with and disruption of Company operations and employees' work, solicitations, collections and circulation of petitions by employees during working time are prohibited. Working time includes the working time of both the employee doing the soliciting and the employee being solicited but excludes meal and break periods and time before and after work.

Distribution of literature by employees during working time or in working areas at any time is also prohibited. In addition, the posting of notices or literature of any kind on Company property or premises by anyone other than management is prohibited.
Non-employees are not allowed on Company property or premises for solicitation, distribution or posting of literature at any time.

Any violation of this policy will result in disciplinary action up to and including termination.

21. SMOKE-FREE/TOBACCO-FREE POLICY

The Company is committed to being a smoke-free/tobacco-free work environment. Smoking or use of other tobacco products is not permitted inside of company offices and facilities. This policy also extends to all common areas such as lobbies, lounges, waiting areas, elevators, stairwells, restrooms, or company vehicles. Outside smoking or chewing tobacco is also restricted within twenty (20) feet of all building entrances, exits, operable windows, and air intakes.

Smoking or chewing tobacco is strictly prohibited when dealing with public and/or serving clients.

22. SUBSTANCE ABUSE POLICY

It is the policy of the Company to provide a healthy workplace and to take reasonable measures to ensure that alcohol or drug use does not jeopardize the success or safety of our operations, employees, or customers.

The use of drugs and alcohol is a concern when it interferes with the efficient and/or safe performance of work, or an employee's dependability. Individuals who are under the influence of drugs and/or alcohol are a danger not only to themselves, but to all those around them. The misuse of drugs and/or alcohol can also severely impact an employee's performance, increase absenteeism, and contribute to increased medical expenses. To enforce the Company's commitment to a drug-free workplace, the following actions are prohibited:

- Using, possessing, distributing, selling, dispensing, manufacturing, transferring, offering, furnishing, or having in one's system illegal or illicit drugs (as defined under state and federal law and regulations) while working, while on Company premises, or when such conduct could, in the judgment of Company management, adversely affect the Company's interests;
- Using, possessing, selling, transporting, offering, or dispensing any product containing alcohol on Company premises or while engaged in the conduct of company business. [unless the consumption of alcohol at a Company-sponsored event has been approved in advance by the management team and employees who choose to consume alcohol at the event refrain from becoming intoxicated or impaired]
- Working while using prescription or over-the-counter drugs which could impair alertness, judgment, or coordination or otherwise affect the employee's ability to work safely. Employees who must use a medication that may affect their ability to perform safely are asked to inform their manager, in advance of starting to work, of any restrictions imposed by the employee's physician, or warnings included in the packaging accompanying the medication that might affect the employee's ability to work safely, so that the manager can make a decision regarding the employee's ability to work safely while he or she uses the medication.
- Please note that "medical marijuana" is illegal as a matter of federal law, and that the use of "medical marijuana" violates Company policy and will result in disciplinary action, up to and including termination.

If the Management Team has "reasonable suspicion" that an employee is under the influence of drugs or alcohol on Company premises, management will request for the employee to be tested and disciplinary actions will be taken if test results are positive. The Company will

terminate any employee who refuses testing (including attempts to tamper with or evade the testing process).

Testing Procedures

The Company will:

1. Use only State/NIDA certified laboratories for its job-related drug testing. Alcohol tests will typically be performed by a trained breath-alcohol technician using an Evidential Breath Testing device, and will be confirmed at the test location by conducting a second test. Alcohol tests are considered positive if they reveal the presence of 0.02 percent or more in an employee's system.
2. Inform the tested employee, at the employee's request, of the address of the laboratory that will test the specimen.
3. Use the least intrusive test methods necessary to ensure the integrity of the sample and to ensure chain-of-custody of all test samples.
4. Employees' whose drug tests are confirmed positive by the laboratory will be contacted by the company's contracted Medical Review Officer (MRO) (a physician with knowledge of toxicology) and offered the opportunity to explain, in confidence, any reasons the employee may believe the test result does not reveal illegal drug use (such as, for example, evidence that the employee has a valid prescription for the drug detected). If the MRO concludes that the test result was caused by other than conduct that violates this policy, he or she will report the test result as negative to the Company.
5. Offer employees with verified positive drug test results the opportunity to have their remaining test specimen re-tested, at the employee's expense, and will reimburse the employee the cost of the re-test and any lost back pay if the re-test results do not confirm the presence of a prohibited drug.
6. Provide any employee who has tested positive and whose test results have been confirmed with the following information within 30 days of the testing date:
    a. A copy of the laboratory test including results
    b. A copy of this written policy on the use or abuse of controlled dangerous substances
    c. If applicable, written notice of the Company's intent to take disciplinary action, terminate employment, or change the conditions of continued employment

Any employee who violates the Company's Substance Abuse Policy may be subject to corrective action up to and including termination of employment.

G. SAFETY

1. INJURIES, ACCIDENTS, AND EMERGENCIES

Maintaining a safe work environment requires the continuous cooperation of all employees. The Company strongly encourages staff to communicate with fellow employees and their manager regarding any safety issues.

If an employee is injured on the job, the Company provides coverage and protection in accordance with Workers' Compensation Laws. When an injury is sustained while at work, it must be reported immediately to the employee's manager, who in turn will notify the Human Resources department and/or Risk Management of the accident.

Failure to report accidents is a serious matter, as it may preclude an employee's coverage under Workers' Compensation Insurance.

H. SECURITY

1. GUESTS AND VISITORS

At designated times and with proper notice and approval from management, guests and visitors are welcome at the Company.

All guests and visitors are required to follow the Company's security policies. An employee must escort all guests, visitors, and family members when they are in our workplace.

The safety of our guests and visitors, especially minors, is important, as is the need to maintain a work environment free of disruption and distraction. It is also important to maintain the security of our work environment and safeguard Company property and confidential information.

2. CHILDREN AND PET VISITS

On occasion, employees may request that their child(ren) be allowed to visit the office. During these visits, all children must be directly supervised by their guardian at all times. The management team may deny requests for these visits based on work demands on that particular day. Due to health and safety reasons, the Company does not allow animals in the workplace. Pet visits are strictly prohibited.

3. COMPANY PROPERTY

All Company owned, leased, or provided equipment, materials, and supplies are the property of the Company. Each employee is obligated, as a condition of employment, to exercise prudent, safe, and effective use of all equipment, including company vehicles, materials, and supplies provided for employee use. Unauthorized removal or use of company property, equipment, or materials (whether in use, surplus, or discarded) or their misuse may result in corrective action up to and including termination from the Company and/or prosecution to the fullest extent of the law.

Upon termination of employment from the Company, you are required to return all Company property to your manager or to the Human Resources department.

4. THEFT AND VANDALISM

Each employee has the responsibility to safeguard and protect not only Company property, but also their own personal effects and those of their coworkers. In addition, vandalism or willful destruction of Company property or the personal property of others will not be tolerated.

It is strongly recommended that employees not bring unnecessary valuables into the workplace. The Company is not responsible for the loss, theft, or destruction of an employee's personal effects. Incidents of theft, vandalism, or willful destruction of the Company or personal property will be vigorously investigated by Company personnel and, if appropriate, local law enforcement officials. An employee found responsible for such acts may be subject to corrective action up to and including termination from the Company and possible criminal prosecution.

5. INVESTIGATIONS AND SEARCHES

In some instances, an official investigation by the Company or local law enforcement officials may be warranted. In some instances, the Company may engage the services of private investigators. In addition, the Company may conduct internal investigations and searches pertaining to security, auditing, or work-related matters.

All employees are required to fully cooperate with those persons assigned by the Company to participate in an official Company investigation.

The Company will generally try to obtain an employee's consent before conducting a search or investigation but may not always be able to do so.

I. FACILITIES

1. CLEAN ENVIRONMENT

Ensuring the protection and cleanliness of our work environment is part of the responsibility of each employee. The following measures will help ensure effective environmental protection at the Company and a safe and healthy work site.

- Report accidental spills or other releases of materials to sinks, floor drains, or the environment
- Be sure your work area is free of clutter and other hazards
- Be aware of situations that may prove hazardous to you, your co-workers, visitors, and guests. Report any problems or concerns to your manager immediately
- Discard materials such as paper, toner cartridges, and cleaning materials in proper receptacles and/or recycling bins

2. WORK AREA ENVIRONMENT

The Company is proud of the office and facilities we have established and maintain. Great efforts have been made to provide our employees with work areas that are efficient, comfortable, and that are based on sound ergonomic design. We urge you to respect your work area you have been provided by keeping it neat, clean, and free of clutter.

The Company encourages employees to personalize their own work areas within the boundaries of good taste. Any work area personalization that violates Company policy, draws unnecessary attention or is disruptive to the work environment will be removed immediately.

J. FINANCIAL POLICY

1. TRAVEL/EXPENSE POLICY

The Company reimburses actual, reasonable, and customary travel expenses incurred by employees authorized to travel for business purposes. Employees are expected to use the most cost effective modes of transportation and choose reasonably priced accommodations and meals.

Company expense reports and instructions on how they are to be completed may be obtained from your manager. Eligible expenses to be reimbursed must be reported on expense reports, signed by the employee incurring the expense, and approved by the employee's manager.

Expense reports should be submitted promptly after expenses are incurred. Misrepresenting or falsifying information on an expense report may result in corrective action up to and including termination from the Company.

Receipts

Occasionally an employee will incur authorized expenses on behalf of the Company while conducting Company business. Receipts for these expenses must be obtained and properly reported to your manager in order for you to be reimbursed.

Meals

Employees will be reimbursed for reasonable and actual costs for personal meals during any approved long distance business trip. Receipts must support all meal reimbursements.

Mileage Allowance

Any official business that requires travel must be approved in advance by his/her manager or an officer of the Company in order to be reimbursed. Mileage can be reported on the travel and expense form. All such travel by private automobile will be reimbursed based on the actual miles driven and in accordance with the current governmental reimbursement rate. All travel and expense forms should be signed by your manager.

Traffic and Parking Tickets

Employees are not eligible for reimbursement of expenses for traffic and parking tickets while operating Company owned, rented, or personal vehicles on Company Business.

2. TRAINING, PROGRAMS, SEMINARS AND OUTSIDE ACTIVITIES

For the benefit of the Company and/or individual employees, it may be necessary for employees to attend training programs, seminars, conferences, lectures, meetings or other

outside activities. Attendance at such activities may be required by the Company or requested by individual employees. Such attendance will not, under any circumstance, be considered an officially authorized activity, subject to the following policies on reimbursement and compensation, unless prior written approval has been issued by the Company. To obtain approval, employees wishing to attend outside activities must submit a written request detailing all relevant information including date, hours, location, cost, expenses, the nature and purpose of the training, and the work-related justification for attendance.

When attendance is required or authorized in writing by the Company, customary and reasonable expenses will be reimbursed upon submission of proper receipts pursuant to the Travel/Expense Policy (above).

Employee attendance at required outside activities will be considered hours worked for non-exempt employees and will be compensated in accordance with normal payroll practices.

This policy does not apply to an employee's voluntary attendance outside of normal working hours in formal or informal educational instruction or instruction which generally leads to improved job performance. While the Company generally encourages all employees to improve their job skills and promotional qualifications, such activities will not be subject to this policy regarding reimbursement or compensation unless the Company requires participation or attendance.

K. LEAVING THE COMPANY

1. POST RESIGNATION/TERMINATION PROCEDURES

The employment relationship between you and the Company is at-will in that either you or the Company may terminate the employment relationship at any time for any reason. An employee who intends to resign his or her employment with the Company should do so in writing to his or her manager. It is customary for resigning employees to provide the Company with at least two (2) weeks notice of their intended resignation date. Managers should provide at least three (3) weeks notice of their intended resignation date.

Exit Interview

The Human Resources department normally conducts exit interviews with separating employees to ensure an orderly closure of the employment relationship. The Human Resources department is responsible for scheduling an exit interview with a terminating employee near or on the employee's last day of employment and for arranging the return of Company property.

Benefits

Benefits coverage will end upon the last day of the month in which the employee is separated from the Company. An employee has the option to continue Medical Benefits in accordance with the Consolidated Omnibus Budged Reconciliation Act (COBRA) regulations. Employees may choose the continuation or waiver of comprehensive medical and dental coverage under COBRA. Specific information will be mailed to the employee's home address after their date of separation from the Company.

Final Paycheck

The employee's final paycheck will be available to the employee in accordance with state and Federal laws and regulations. If there are any unpaid obligations to the Company, the final paycheck may reflect any appropriate deductions/adjustments.

2. REDUCTIONS IN FORCE

If it becomes necessary to restructure our operations or reduce the number of employees, the Company will attempt to provide advance notice, if possible, so as to minimize the impact on those affected. If possible or as required by law, employees subject to layoff will be informed of the nature of the layoff and the foreseeable duration of the layoff, whether short-term or indefinite.

In determining which employees will be subject to layoff, the Company will take into account, among other things, operational requirements, the skill, productivity, ability and past performance, disciplinary records, and also, where feasible, length of service.

ANNUAL ACKNOWLEDGMENT AND AGREEMENT

This is to acknowledge that I have received a copy of the Company's Employee Handbook and understand that it sets forth the terms and conditions of my employment as well as the duties, responsibilities and obligations of employment with the Company. I understand and agree that it is my responsibility to read and familiarize myself with the provisions of the Employee Handbook and to abide by the policies in it. If I do not understand any Company policy or procedure, I understand that I should address any questions to the Human Resources department.
I understand and agree that the Employee Handbook, in whole or in part, is not a contract of employment, nor is it evidence of a contract between the Company and me.

I also acknowledge that, except for the policy of at-will employment, including any collective bargaining or alternative work schedule agreement, the terms and conditions set forth in this handbook may be modified, changed or deleted at any time provided such changes are in writing and approved by the Senior Vice-President of Human Resources of the Company. Any agreement between the Company and me of any kind pertaining to any term or condition of my employment or its termination must be in writing.

I also acknowledge and agree that my employment with the Company is not for a specified period of time and can be terminated or modified at will at any time for any reason, with or without cause or notice, by the Company. No one in the Company has made any statements to the contrary to me and I acknowledge that no oral statements or representations regarding my employment by anyone in the Company can alter the foregoing. My at-will-employment status can be changed only in writing by an authorized Company representative. No other communications to me, whether oral or in writing, can constitute nor be evidence of any contract of employment for any specified period of time.

I agree that, except for any complaint of harassment or discrimination that I may have currently pending as of the date below, from my first date of employment I have had no cause to complain about discrimination or harassment. I acknowledge that at all times I have been fully aware of the Company's procedures for addressing such complaints. I also agree that, with regard to any such complaints I may have made before the date below, they have been resolved to my satisfaction.

THIS PARAGRAPH APPLIES ONLY TO CURRENT NON-EXEMPT EMPLOYEES: I also agree that, other than any amount of currently owing overtime as of the date below, I have been compensated by the Company for any and all overtime which I may have worked and that I have fully reported any such overtime which I believe may have been owed to me. I have also received all applicable meal and rest periods.

Employee Signature_____ Date_____

Print Employee Name_____

Witness Signature_____ Date_____

TECTRANS

- CDSNet
- FMS Infoserv
- Diversified Transportation
- Mobility Plus Transportation
- MyTransitPlus
- Paul's Yellow Cab
- Western Transit Systems
- Yellow Cab of Greater Orange County
- Limousines of South Florida

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.

U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division
WHD Publication 1420
Revised January 2009

For additional information:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
WWW.WAGEHOUR.DOL.GOV

BUS DRIVER'S VEHICLE INSPECTION REPORT

COMPANY _____ BUS NO. _____

ODOMETER READING _____

END MILEAGE: _____ DATE: _____

START MILEAGE: _____ TIME: _____ ☐ AM ☐ PM

TOTAL MILEAGE: _____ LOCATION: _____

INSPECT ITEMS LISTED - IF DEFECTIVE, NUMBER AND DESCRIBE IN "REMARKS"

___ FLUID LEAKS UNDER BUS
___ LOOSE WIRES, HOSE CONNECTIONS OR
___ BELTS IN ENGINE COMPARTMENT
___ OIL LEVEL
___ RADIATOR COOLANT LEVEL
___ BATTERY
___ TRANSMISSION
___ UNUSUAL ENGINE NOISE
___ GAUGES & WARNING LIGHTS
___ SWITCHES
___ HORN
___ FANS & DEFROSTERS
___ WIPERS & WASHERS
___ STOP ARM CONTROL (WARNING CONTROL)
___ INSIDE & OUTSIDE MIRRORS
___ BRAKE PEDAL & WARNING LIGHT
___ OPERATION OF SERVICE DOOR
___ EMERGENCY EQUIPMENT
___ FIRST AID KIT
___ ENTRANCE STEPS
___ CLEANLINESS OF INTERIOR
___ CONDITION OF FLOOR
___ EMERGENCY DOOR & BUZZER
___ HEADLIGHTS, FLASHERS & 4-WAY FLASHERS
___ RIGHT FRONT TIRE & WHEEL
___ FRONT OF BUS - WINDSHIELD
___ LEFT FRONT TIRE & WHEEL
___ STOP ARM (SCHOOL BUS)
___ EXHAUST SYSTEM
___ LEFT SIDE OF BUS - WINDOWS & LIGHTS
___ LEFT REAR TIRES & WHEELS
___ REAR OF BUS - WINDOWS & LIGHTS
___ TAIL PIPE
___ RIGHT REAR TIRES & WHEELS
___ RIGHT SIDE OF BUS - WINDOWS & LIGHTS
___ DRIVER'S SEAT AND BELT
___ DIRECTIONAL LIGHTS
___ PARKING BRAKE OR SERVICE BRAKE
___ CLUTCH
___ STEERING
___ WHEELCHAIR LIFT
_____
_____
_____

REMARKS _____

_____

_____

_____

_____

_____

CONDITION OF ABOVE VEHICLE IS: ☐ **SATISFACTORY** ☐ **UNSATISFACTORY**

DRIVER'S SIGNATURE: _____

☐ ABOVE DEFECTS CORRECTED
☐ ABOVE DEFECTS NEED NOT BE CORRECTED FOR SAFE OPERATION OF VEHICLE

MECHANIC'S SIGNATURE: _____ DATE: _____

DRIVER REVIEWING REPAIRS: SIGNATURE: _____ DATE: _____

(10/99)

ORIGINAL

TECTRANS

Preventive Maintenance Inspection Sheet

Bus #	Date	Current Mileage	R. O. #	A Inspection	
				B Inspection	
				CInspection	

Work Performed MUST BE INITIALED, X's = Not Applicable

A. INTERIOR

		Inspected	Defect Found	Defect Repaired
1	Initial Test Drive (If Required)			
2	Driver's Side Entry Door & Seals			
3	Driver's Seat, Condition, Operation & mounting			
4	Driver's Seat Belt Operation			
5	Windshield Wipers & Washers			
6	Steering Wheel Free Play			
7	Horn, Gauges & Dash Lights			
8	Gear Shift Operation & Alignment			
9	Neutral Safety System & Shift Lock System			
10	Backup Alarm Operation			
11	Check Temperature, oil & Amp Gauges			
12	All Warning devices & Indicator Lamps			
13	Interior & Dash Lights			
14	Headlights // High & Low Beams			
15	Sunvisors & mounting			
16	Driver & Mirrors & Mounting			
17	Window Operation & Seals			
18	Accessory Switches, Positions & Operation			
19	Heater, Defroster & Fan Operation (All Speeds)			
20	A/C Operation & Fan Operation (All Speeds)			
21	F/Temp._____R/Temp._____O/S Temp._____			
22	Brake Pedal Height , Play & Operation			
23	Hydraulic Brake Test // Ck. For Brake Fade			
24	Emergency Brake, & Release Mechanism			
25	Throttle // Clutch Pedal Operation			

B. INTERIOR CONTINUED

		Inspected	Defect Found	Defect Repaired
26	Pass. Entry Door Operation, Adjustments & Seals			
27	Passenger Seat Condition, Operation & Mounting			
28	Seat Belts, Condition & Operations			
29	Interior Panels, Flooring, Grab Rails			
30	Windshield & Window Glass Condition			
31	All Window Glass Stamped With A.S. Rating			
32	Fire Extinguisher Date, Charged & Mounting			
33	Fire Extinguisher Tag Current & Initialed			
34	Road Warning Devices & Mounting			
35	First Aid Kit, Contents & Mounting			
36	Body Fluid Kit, Contents & Mounting			
37	Emergency Exits, Signage, Latches & Operation			
38	Safety Decals Properly Posted & Good Condition			
39	Graffiti On - Seats ,Windows, Frames, Body			

C. OPTIONS

		Inspected	Defect Found	Defect Repaired
40	Two-Way Radio operation & Mounting			
41	P / A System			
42	MBT Operation & Mounting			
43	_____			
44	_____			
45	_____			

D. EXTERIOR

		Inspected	Defect Found	Defect Repaired
46	All Exterior Lights, Lens, Indicators & Signals			
47	Inspect Vehicle For Any New Body Damage			
48	Document & Update Body Damage Log			
49	Paint, Lettering & Appearance			
50	Exterior Mirrors, Condition, & Securely Mounted			
51	Front & Rear Bumper Condition & Bolts Secured			
52	Emergency Exits, Signage, Latches & Operation			
53	Mudflaps & Securement			
54	Axle Flange & Lug Nuts Ck'd & In Good Condition			
55	_____			

E. TIRES

		Inspected	Defect Found	Defect Repaired
56	Tire Side Wall Condition, Bent Or Cracked Wheels			
57	Wheel Lug Nuts, Valve Stems & Caps			
58	Check Toe-in			
59	Alignment (Tires Wearing Evenly)			
60	Tread Depth During Inspection LF_____/32 RF_____/32 LRO_____/32 RRO_____/32 RI_____/32 RRI_____/32			
61	Tread Depth After Repairs, Defects, Tire Rotation LF_____/32 RF_____/32 LRO_____/32 RRO_____/32 LRI_____/32 RRI_____/32			
62	Air Pressure LF_____lbs. RF_____lbs. LRO_____lbs. RRO_____lbs. LRI_____lbs. RRI_____lbs.			

F. UNDER HOOD & ENGINE COMPARTMENT

		Inspected	Defect found	Defect Repr'd
63	Visual & "Hand On" Inspection For Fuel, Oil, & Water Leaks // Clean & Identify Repair			
64	Oil, P/S, Trans, & Brake Fluid Levels Ck'd			
65	Battery Fluid Level & Mounting Ck'd			
66	Batt. Terminals & Cables /Condition & Securement			
67	Coolant Level			
68	Water Pump & Fan Clutch Play or Leakage			
69	Pressure Test Cooling System (5 min.)			
70	All Belts // Condition, Tension & Alignment			
71	All Hoses // Condition & Securement			
72	All Fuel & Vacuum Lines // Routing & Condition			
73	All Wire & Cable Routing & Operation			
74	(E.F.I.), Carburetor, Choke, & Throttle Operation			
75	Distributor Cap, Coil, & Ignition Wires			
76	Emission Pump // Hoses, & PCV System			
77	Exhaust System Ck'd For Leaks At Manifold, Etc.			
78	Check Hood Release, Hinges, Prop Rod Operation			
79	Check & Drain Fuel /Water Separator (If Equipped)			
80	Air Compressor Tank & Lines Drained & Checked			
81	_____			

G. UNDER THE VEHICLE

		Inspected	Defect Found	Defect Repaired
1	Lube Chassis			
2	Oil & Filter Service			
3	Air & Fuel Filter Service / Replaced			
4	Transmission Inspection, Service /Filter Replaced			
5	King Pins, Tie Rods, Ball Joints, & Steering Joints			
6	Power Steering Box, Idler Arm, & Center Drag Link			
7	Radius Rod Bushings & A-Arm Bushings			
8	Struts, & Rack & Pinion			
9	Front // Rear Shocks Condition & Mounting			
10	Water Or Oil Leaks // Clean & Identify Repair			
11	All Hoses // Condition & Securement			
12	All Fuel & Vacuum Lines // Routing & Condition			
13	All Wire & Cable Routing & Operation			
14	Engine & Transmission Mounts			
15	Engine & Transmission Bolts & Lines Secure			
16	Driveshaft & U-Joint Condition			
17	Driveshaft Center Support & Safety Loop Condition			
18	Parking Brake Cable & Linkage			
19	Body Mounts Secure & In Good Condition			
20	Chassis Welds Inspected			
21	Exhaust System Inspected For Leaks & Secure			
22	Fuel Tank /Lines, Hose Condition & Mounting			
23	Differential Leaks, Yolk Play, & Bearing Noises			
24	Steam Clean Engine, Transmission, Chassis			
25	_____			

H. BRAKES

		Inspected	Defect Found	Defect Repaired
26	Brake Fluid Levels			
27	Any Visual Or Audible Signs Of Leaking			
28	Master Cylinder, Vacuum / Hydraulic Booster			
29	ALL Hydraulic Brake Lines, Condition & Mounting			
30	Front & Rear Calipers Mounting, & Leaks			
31	Wheel Cylinders Mounting & Leaks			
32	Front & Rear Brake Lining, **Record Thickness**			
33	LF____/32 RF____/32 LR____/32 RR____/32			
34	Uneven Wear On Brake Linings, Rotors, & Drums			
35	Brake Hardware, Springs & Seals			
36	Brake Adjustments Inspected / Completed			
37	Parking / Emergency Brake Adjustments			
38	Excessive Wheel bearing play & Condition			
39	_____			

I. WHEELCHAIR & LIFT EQUIPMENT

		Inspected	Defect Found	Defect Repaired
40	Interlock Operation, Switches & Adjustments			
41	Lift Door & Hinges, Mounting & Condition			
42	Lift Door Shocks, Latches, & Locks			
43	Lift Controls, Cable, Operation, & Mounting			
44	Lift Operation (2 Complete Cycles)			
45	Worn Cables, Pins, Pivots & Bushings			
46	Electrical Switches, Connections, & Adjustments			
47	Hydraulic Lines & Fittings, Leaks			
48	Front & Rear Safety Barrier Operation			
49	Lift Covers, Instructions, & Safety Decals			
50	Lube, Service & Check Fluid Levels			
51	W/C Tie Downs & Track, Operation & Condition			
52	W/C Tie Down Storage & Mounting			

J. NOTE REPAIRS OR DEFECTS FOUND

		Defect Repaired
1	_____	
2	_____	
3	_____	
4	_____	
5	_____	
6	_____	
7	_____	
8	_____	
9	_____	
10	_____	
11	_____	
12	_____	
13	_____	
14	_____	
15	_____	
16	_____	
17	_____	
18	_____	
19	_____	
20	_____	
21	_____	
22	_____	

K. Misc.

53	PM Mileage Documented & PM Sticker Installed	
54	Supervisor Informed Of ALL Safety Defects Or Major Repairs	
55	Road Test & Double Check ALL Repairs	

#1 _____
Mechanic(s) Complete Signature Date

#2 _____
Mechanic(s) Complete Signature Date

_____
Supervisor's Complete Signature Date

Work Order Inspection Checklist-Revised

WO #	Open Date	Meter 1	Meter 2
51071902	05/04/2009	_____	_____

Inspection: AC/Heating: AC/Heating **Labor Hours:_____**

Items:	Item	Pass/Fail	Notes
_____	Air vents	Other	check air vents for proper flow.dash,center and floor.
_____	Front AC	Other	Check front AC with Temp guage_____Deg.
_____	Front Heat	Other	Check Front heater with temp guage_____Deg.
_____	Rear AC	Other	Check rear AC with temp guage_____Deg.
_____	Rear Heat	Other	Check rear heat with temp guage_____Deg.

Inspection: Brakes: Brake **Labor Hours:_____**

Items:	Item	Pass/Fail	Notes
_____	Brake release	Other	working properly, hold and release
_____	Drum Spec	Other	Checl drum spec_____INCHES
_____	Front Lining	Other	check Front lining RF___/32 LF___/32
_____	Hardware	Other	Check hardware
_____	Hydraulics	Other	Check Hydraulics for leaks or damage.
_____	parking brake	Other	Parking brake able to hold vehicle on 'D'.
_____	Rear Lining	Other	Check rear lining RR___/32 LR___/32
_____	Rotor Spec	Other	Check Rotor spec_____INCHES
_____	wheel seal	Other	check wheel seals for leaks

Inspection: Inspection: PMI / CHP **Labor Hours:_____**

Items:	Item	Pass/Fail	Notes
_____	Air Brakes	Other	Air brake system-adjustment, compartments, and/or condition
_____	Air compressor	Other	Air compressor governor-cut in and cut out pressure
_____	Air Filter	Other	Air Filter, Throttle linkage
_____	Air Hoses	Other	Air Hoses and tubing-leaks, condition, and/or Protection
_____	Air presure test	Other	one minute air or vacuum loss test
_____	Air tank	Other	Primary air tank-drain and test function of check valve
_____	Batteries	Other	Batteries-water level, terminals and cables
_____	Belts	Other	Belts-Compressor, fan, water, and/or alternator
_____	Brake release	Other	Brake do not release after complete loss of service air
_____	Clutch	Other	Clutch adustment-free play
_____	Drive shaft	Other	Drive shaft, univeral joints and/or guards
_____	Electrical Wiring	Other	Electrical wiring-condition and protection.
_____	Emergency Stopping	Other	Emergency stopping system-labeled, operative
_____	Engine mounts	Other	Engine mounting, excessive grease and/or oil
_____	Exhaust	Other	Exhaust system, manifold, piping, muffler-leaks and/or condition
_____	Exterior	Other	Doors, Exterior, paint and Markings
_____	Frame	Other	Frame and cross members-cracks and/or condition
_____	Fuel System	Other	Fuel system-tank, hoses, tubing and/or pump-leaks
_____	Gauges	Other	Horn, Defroster, Gauges, Odometer and Speedometer
_____	Heater	Other	Heaters, defrosters, switches and vents
_____	Hoses	Other	Hoses and tubing-condition, protection
_____	Hydraulic Master Cyclinde	Other	Hydraulic Master cylinder-level, leaks and/or condition
_____	Hydraulic-Brake	Other	Hydraulic brake system-adjustment, components, and/or condition
_____	Interlock System	Other	shift level should not move from 'P' with rear door open, E-brake on or lift powerd up.
_____	Lighting	Other	All interior and exterior lights, signals and reflectors
_____	Other air tanks	Other	Other air tanks-drain and check for contamination
_____	Parking brake	Other	parking brake-able to hold vehicle
_____	Radiator	Other	Radiator and water hoses-coolant level, condition, and/or leaks
_____	Safety Equipment	Other	Fire Exinguisher, First Aid Kit and Reflective warning devices
_____	Seating	Other	Driver seat, passenger seats, padding, interior and flooring condition
_____	Starting System	Other	Starting and charging system
_____	Steering system	Other	Streering system-mounting, free lash and components
_____	Streering arms	Other	Steering arms, drag links and/or tie rod ends
_____	Suspension	Other	Suspension system-springs, shackles, U-bolts and/or torque rods
_____	Tires	Other	Tires-tread depth,PSI,RF___/32 LF___/32 RR___/32 LR___/32 IR___/32 IL___/32
_____	Transmission	Other	Transmission and Differential-mounting, leaks and/or condition
_____	Under carriage	Other	Under carriage-clean and secure
_____	Warning Devices	Other	Warning devices-air, oil, temperature, exits and/or vacuum
_____	Wheel seals	Other	Wheel seals-leaks and/or condition
_____	Wheels	Other	Wheels, lug nuts, stud-cracks, loosness and/or condition
_____	Windows and Mirrors	Other	Windshield wipers, windows, mirriors and supports.

Work Order Inspection Checklist-Revised

Inspection: Lift: Lift Inspection **Labor Hours:_____**

Items:	Item	Pass/Fail	Notes
_____	Hardware	Other	Check for broken or missing hardware
_____	Lift Adjustments	Other	make proper adjustments to locks, flap,stow,deploy,down and up.
_____	Oil Level	Other	check fluid level with cylinders extended in..
_____	Operation	Other	Check to make sure working properly
_____	Safety Strap	Other	Check safety strap

Inspection: Lights: Light Check **Labor Hours:_____**

Items:	Item	Pass/Fail	Notes
_____	Brake Lights	Other	Ensure all Brake Lights (left, right, and third) are working with Headlights off and on.
_____	Dashboard Lights	Other	Ensure Dashboard Light is working when Headlights are turned on, and dim switch is working properly.
_____	Dome Light	Other	Ensure Dome Light is working when door is open and when turned on manually.
_____	Headlights	Other	Ensure Headlights work in normal and bright modes.
_____	Reverse Lights	Other	Ensure each Reverse Lights are working with Headlights off and on.
_____	Turn Signals	Other	Ensure all Turn Signals (left/front, right/front, left/rear, and right/rear) are working with Headlights off and on.

Inspection: Suspension: Suspension Labor Hours:_____

Items:	Item	Pass/Fail	Notes
_____	Alignment	Other	Check Alignment
_____	Ball joints	Other	Check ball joints
_____	Con Arm Bushing	Other	Check Con arm bushing
_____	Idler/Pitman	Other	Check idler/Pitman
_____	Rack/ Gear box	Other	Check rack and gear box
_____	Shocks	Other	Check shocks
_____	Sway bar	Other	Check Sway bar
_____	Tie Rods	Other	Check Tie Rods
_____	Tires	Other	
_____	Torque wheel nuts	Other	

Mechanic Work Order

WO#	Open Date	Close Date	Miles	Hours	Downtime
51069562	03/10/2009				

Equipment:58608: 2004 Ford El Dorado

LOF:Lube, Oil & Filter	Lube, Oil & Filter pm service notes on the pm service view. These will automatically populate the work order.
Service A:Service A	

Services:

Inspections:

AC/Heating: AC/Heating inspection	Check AC/Heating Temp
Brakes: Brake Inspectionsb	Check Braking system- - metal to metal on rear brakes
Inspection: PM / CHP Inspection	Monthly Inspection Checklist
Lift: Lift Inspection	Check Lift
Lights: Light Check	Ensure all lights are working properly
Suspension: Suspension inspection	Check suspension

Repairs:

03-Brakes	Brakes repair notes on the repair view. These will automatically populate the work order.
02-Engine	Engine repair notes on the repair view. These will automatically populate the work order.

Tires:

Parts:

15W40:OIL - ENGINE	8.000
18A881:ROTORS - REAR	2.000
5C2Z-6038-AA:MOTOR MOUNT - LEFT SIDE	1.000
B329:OIL FILTER	1.000
SX411:BRAKE PADS - REAR	1.000
SX655:BRAKE PADS	1.000

Labor:

04151 - Barrios, Noe	0.50
04151 - Barrios, Noe	0.50
04151 - Barrios, Noe	0.50
04151 - Barrios, Noe	0.50
04151 - Barrios, Noe	0.50
04151 - Barrios, Noe	0.50
04151 - Barrios, Noe	2.50 REPLACED FRONT & REAR BRAKE PADS, INSTALLED NEW FRONT ROTORS
04151 - Barrios, Noe	1.00 REPLACED MOTOR MOUNT

Mechanic: _____

Supervisor: _____

* - Core Part

04-Diversified Transportation
144-Van Nuys
216-Regional Ctr North LA

Work Order #
51069562

Vehicle Information

Vehicle No.	Year	Make	Body Make	Model
58608	2004	Ford	El Dorado	El Dorado
VIN			Body No.	Engine
1FDXE45S34HA58608			Cutaway	Unleaded

Invoice Information

Date	Warranty	Claim No.
03/13/2009		
Current Miles		PO Number
197397.0		58608

Vehicle PM History

Date	PM Type	Mileage
	Service A	199707.0
	Service A	199420.0
03/13/2009	Service A	197397.0
02/12/2009	Service A	194509.0
01/15/2009	Service A	191906.0

Description of Defect or Work Requested:

PMI SERVICE

Description of Work Performed:

LOF / CHP INSPECTION

Part Number	Description	Qty	Unit Price	Ext. Price	Date	Mileage	Work Type	Description	Tech	Hrs.
15W40	OIL - ENGINE	8.000	$2.25	$18.00	03/10/2009	197397.0	PM SERVICE	LOF:Lube, Oil &		
18A881	ROTORS - REAR	2.000	$72.35	$144.70	03/10/2009	197397.0	PM SERVICE	03-Brakes		
5C2Z-6038-AA	MOTOR MOUNT - LEFT SIDE	1.000	$53.09	$53.09	03/10/2009	197397.0	PM SERVICE	02-Engine		
B329	OIL FILTER	1.000	$2.49	$2.49	03/10/2009	197397.0	PM SERVICE	LOF:Lube, Oil &		
SX411	BRAKE PADS - REAR	1.000	$69.99	$69.99	03/10/2009	197397.0	PM SERVICE	03-Brakes		
SX655	BRAKE PADS	1.000	$47.13	$47.13	03/10/2009	197397.0	PM SERVICE	03-Brakes		
					03/10/2009	197397.0	PM SERVICE	AC/Heating:	04151 - Barrios, Noe	0.50
					03/10/2009	197397.0	PM SERVICE	Brakes: Brake	04151 - Barrios, Noe	0.50
					03/10/2009	197397.0	PM SERVICE	Inspection: PM /	04151 - Barrios, Noe	0.50
					03/10/2009	197397.0	PM SERVICE	Lift: Lift	04151 - Barrios, Noe	0.50
					03/10/2009	197397.0	PM SERVICE	Lights: Light	04151 - Barrios, Noe	0.50
					03/10/2009	197397.0	PM SERVICE	Suspension:	04151 - Barrios, Noe	0.50
					03/10/2009	197397.0	PM SERVICE	03-Brakes	04151 - Barrios, Noe	2.50
					03/10/2009	197397.0	PM SERVICE	02-Engine	04151 - Barrios, Noe	1.00

Outside Labor/Sublet	Invoice Number	Total

Total Hours	Rate Per Hour	Total Parts	Parts Markup %
6.50	20.00	$335.40	0.00
	Total Outside Labor	Total Tax	Grand Total
	$0.00	$0.00	$465.40

Mechanic's Signature

Supervisor's Signature

Work Order Detail

58608: 2004 Ford El Dorado **VIN:** 1FDXE45S34HA586 **License Plate:** 7L25552
: 197397.0
Location: 04-Diversified **Department:** 216-Regional Ctr

WO #	Open Date	Close Date	Status	Downtime	Accident
51069562	03/10/2009	03/13/2009	Complete	6.00	

Description: LOF / CHP INSPECTION

Detail	Discounts	Parts	Labor	Tires	Other	Total
Service A						
LOF:Lube, Oil & Filter		**$20.49**	**$0.00**		**$0.00**	**$20.49**
15W40: OIL - ENGINE - DT VAN NUYS (8.000)		$18.00				
B329: OIL FILTER - DT VAN NUYS (1.000)		$2.49				
Miscellaneous Parts		$0.00				
Miscellaneous Labor			$0.00			
Other					$0.00	
Service A:Service A		**$0.00**	**$0.00**		**$0.00**	**$0.00**
Miscellaneous Parts		$0.00				
Miscellaneous Labor			$0.00			
Other					$0.00	
AC/Heating: AC/Heating		**$0.00**	**$10.00**		**$0.00**	**$10.00**
Air vents:Other	Front AC:Other		Front Heat:Other			
[illegible] Parts	Rear Heat:Other	$0.00				
04151 - Barrios, Noe (0.50)			$10.00			
Miscellaneous Labor			$0.00			
Other					$0.00	
Brakes: Brake Inspectionsb		**$0.00**	**$10.00**		**$0.00**	**$10.00**
Brake release:Other	Drum Spec:Other		Front Lining:Other			
Hardware:Other	Hydraulics:Other		parking brake:Other			
Rear Lining:Other	Rotor Spec:Other		wheel seal:Other			
Miscellaneous Parts		$0.00				
04151 - Barrios, Noe (0.50)			$10.00			
Miscellaneous Labor			$0.00			
Other					$0.00	
Inspection: PMI / CHP Inspection		**$0.00**	**$10.00**		**$0.00**	**$10.00**
Air Brakes:Other	Air compressor:Other		Air Filter:Other			
Air Hoses:Other	Air presure test:Other		Air tank:Other			
Batteries:Other	Belts:Other		Brake release:Other			
Clutch:Other	Drive shaft:Other		Electrical Wiring:Other			
Emergency Stopping:Other	Engine mounts:Other		Exhaust:Other			
Exterior:Other	Frame:Other		Fuel System:Other			
Gauges:Other	Heater:Other		Hoses:Other			
Hydraulic Master Cylinde:Other	Hydraulic-Brake:Other		Interlock System:Other			
Lighting:Other	Other air tanks:Other		Parking brake:Other			
Radiator:Other	Safety Equipment:Other		Seating:Other			
Starting System:Other	Steering system:Other		Streering arms:Other			
Suspension:Other	Tires:Other		Transmission:Other			
Under carriage:Other	Warning Devices:Other		Wheel seals:Other			
[illegible] Parts	Windows and Mir[illegible]her					
04151 - Barrios, Noe (0.50)			$10.00			
Miscellaneous Labor			$0.00			
Other					$0.00	
Lift: Lift Inspection		**$0.00**	**$10.00**		**$0.00**	**$10.00**
Hardware:Other	Lift Adjustments:Other		Oil Level:Other			
[illegible] Parts	Safety Strap:Other	$0.00				

Work Order Detail

04151 - Barrios, Noe (0.50)			$10.00			
Miscellaneous Labor			$0.00			
Other					$0.00	
Lights: Light Check		**$0.00**	**$10.00**		**$0.00**	**$10.00**
Brake Lights:Other	Dashboard Lights:Other		Dome Light:Other			
Headlights:Other	Reverse Lights:Other		Turn Signals:Other			
Miscellaneous Parts		$0.00				
04151 - Barrios, Noe (0.50)			$10.00			
Miscellaneous Labor			$0.00			
Other					$0.00	
Suspension: Suspension		**$0.00**	**$10.00**		**$0.00**	**$10.00**
Alignment:Other	Ball joints:Other		Con Arm Bushing:Other			
Idler/Pitman:Other	Rack/ Gear box:Other		Shocks:Other			
Sway bar:Other	Tie Rods:Other		Tires:Other			
[illegible]		$0.00				
04151 - Barrios, Noe (0.50)			$10.00			
Miscellaneous Labor			$0.00			
Other					$0.00	
03-Brakes		**$261.82**	**$50.00**		**$0.00**	**$311.82**
18A881: ROTORS - REAR - DT VAN NUYS (2.000)		$144.70				
SX411: BRAKE PADS - REAR - DT VAN NUYS (1.000)		$69.99				
SX655: BRAKE PADS - DT VAN NUYS (1.000)		$47.13				
Miscellaneous Parts		$0.00				
04151 - Barrios, Noe (2.50)			$50.00			
Labor Comments: REPLACED FRONT & REAR BRAKE PADS, INSTALLED NEW FRONT ROTORS						
Miscellaneous Labor			$0.00			
Other					$0.00	
02-Engine		**$53.09**	**$20.00**		**$0.00**	**$73.09**
5C2Z-6038-AA: MOTOR MOUNT - LEFT SIDE - DT VAN NUYS (1.000)		$53.09				
Miscellaneous Parts		$0.00				
04151 - Barrios, Noe (1.00)			$20.00			
Labor Comments: REPLACED MOTOR MOUNT						
Miscellaneous Labor			$0.00			
Other					$0.00	
	$0.00	**$335.40**	**$130.00**	**$0.00**	**$0.00**	**$465.40**

TECTRANS

BUS AIR CONDITIONING - PREVENTIVE MAINTENANCE

A – INSPECTION (Monthly)

BUS NO.: _____ DATE: _____
HUB MILEAGE: _____ AC UNIT HOURS: _____
TECHNICIAN _____ MAINT. SUPERVISOR: _____

Note: The maintainer is to fill in the blank at the left upon completion of each PM Inspection using one of the "symbols" listed below. Record information or readings where requested for future reference.

Symbols: "**PM**" (PM Performed) "**RN**" (Repair Needed) "**RC**" (Repair Completed)

(Refer to Bus Manufacturer and/or A/C Manufacturer's Service Manual for all specifications)

I. Before Running Inspection

1. _____ Inspect return air filter (change filter if necessary)
2. _____ Install service gauge manifold set at the compressor service valves and record static pressures to verify that there is refrigerant in the A/C system.
3. _____ Visually inspect the entire A/C unit heater coil compartment and connecting lines for evidence of engine coolant leaks. Replace hoses or clamps as needed.
4. _____ Visually inspect entire A/C unit for evidence of leaks of refrigerant and oil. If leaks are detected, leak check A/C system with electronic detector. Repair as needed. Pay special attention to service valve packing glands, service access ports and schrader valves. Insure protective caps are installed.
5. _____ Check dry eye in bottom receiver tank sight glass and/or liquid line sight glass for moisture content. (if equipped)
   Green (Dry) _____ Yellow (Wet) _____
6. _____ Visually inspect compressor clutch for evidence of wear and overheating. **Do not remove pulley.**
7. _____ Visually inspect condition of refrigerant hoses and tubing.
8. _____ Check condition of blower motors and fan motors.
9. _____ Inspect condensor coil for cleanliness, **if dirty wash with warm soapy water**. *If doing a **B** - Insp. Disregard*
10. _____ Inspect evaporator coil for cleanliness, **if dirty wash with warm soapy water**. *If doing a **B** - Insp. Disregard*
11. _____ Inspect compressor drive belt for wear, or deterioration. Also check for belt alignment with a straight edge.
    a. Condition: OK _____ Replaced _____
    b. Tension: New Belt _____ Existing Belt _____

II. Running Inspection

12. _____ Start the bus engine and turn the A/C system ON. Check to make sure engine idle speed is correct.
13. _____ Check compressor oil level, **should be ¼ to ½ way up on the sight glass after 15 minutes of operation**.

14. _____ Check compressor sight glass for presence of oil and record oil color.
    Clear/Amber _____ Brown _____ Gray _____ Black _____
    Note: Replace oil if acidic or color is **black** or **gray**. Perform A/C system cleanup if required.
15. _____ Inspect driver's heater/defroster unit. Replace return air filter, if necessary.
16. _____ Visually and audibly inspect operation of condensor and evaporator motors, compressor and clutch for abnormal noise and vibration.
17. _____ Check main heater unit coolant valve and sidewall coolant valve to be opening and closing when interior

thermostat cycles on/off. Check coolant circulating pump to be operating.

18. _____ Check return air thermostat function by raising and lowering bus interior temperature to cycle unit in all modes of operation. (Heat, cool and reheat).
19. _____ Record refrigerant charge level at fast idle. Make sure discharge pressure is 250 PSIG (min.) for R22 or 150 PSIG (min.) for R134a system. (Cover condensor air inlet to build head pressure if needed.)
    Charge Level OK _____ Added Refrigerant _____ lbs.
20. _____ Check refrigerant charge level (ball floating in top of receiver tank sight glass.)

B – INSPECTION (Quarterly)

(Refer to Bus Manufacturer and/or A/C Manufacturer's Service Manual for all specifications)

I. Before Running Inspection

1. _____ Inspect and wash condensor, evaporator and heater coil with warm, soapy water. Steam clean compressor unit and compressor mounting unit. Clean evaporator and/or condenser drain lines and insure that drain outlet check valves are in place.
2. _____ Inspect evaporator motor and condensor motor brushes. Replace brushes if worn down to ½ inch in length Check condition of commuatator and bearings. Lubricate evaporator motor fan shaft bearings (if equipped). Check motor mounting hardware & fan to be tight and in good condition.
3. _____ Inspect heater water pump brushes wear and seal for evidence of leaks. Replace brushes if worn down. **(Sutrak Only)**

II. Running Inspection

4. _____ Operate A/C system for 30 minutes at idle then fast idle and record pressures and temperatures;

	Engine Fast Idle
Suction:	_____ PSIG
Discharge:	_____ PSIG
Ambient:	_____ °F
Return Air:	_____ °F

5. _____ Check superheat setting and record _____ (ideal 10F – 12F) – **(Sutrak only)**

C – INSPECTION (Yearly)

(Refer to Bus Manufacturer and/or A/C Manufacturer's Service Manual for all specifications)

I. Before Running Inspection

1. _____ Clean electrical control panel of lint, dirt and corrosion. Inspect all wire connections to be tight and clean. Clean with nylon brush and spray with contact cleaner.
2. _____ Check condensor air inlet and air outlet seals to be in good condition and in place. Check rear mud flaps to be in good condition.
3. _____ Lubricate clutch bearing. 1oz. Of grease – do not over lubricate!
4. _____ Take sample of compressor oil and check for acidity using acid test kit.
   Safe _____ Marginal _____ Acidic _____
   Note: Replace oil and receiver dryer if acidic or color is black or gray. Perform A/C system cleanup if equipped.
5. _____ Remove clutch assy. and check mating surfaces for flatness or wear. Torque clutch retaining bolt (M12) to 110 ft. lbs. **Sutrak only**

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II. Running Inspection

6. _____ Record refrigerant oil level (¼ to ½ sight glass)
   _____ Level _____ Added _____ Removed
7. _____ Record compressor oil pressure at engine idle. _____PSIG **(Sutrak Only)**
   (Refer to Bus Service Manual for these specifications)
8. _____ Perform compressor operation efficiency tests.
   a) Compressor high pressure to _____ PSIG.
   b) Compressor pump down to _____ inches if vacuum.
   c) Back leakage test _____ inches of vacuum.
9. _____ Check operation of low pressure (LPCO) and high pressure (HPCO) cutout switches and condenser pressure switch (CPS).

	LPCO	***CPS***	***HPCO***
Opens:	_____ PSIG	_____ PSIG	_____ PSIG
Closes:	_____ PSIG	_____ PSIG	_____ PSIG

10. _____ Record voltage and amperage readings of motors In high and low speed operation using voltmeter and amp clamp.

	Evap. Motors		**Cond. Motors**	
	Roadside	*Curbside*	*Roadside*	*Curbside*
High Speed:	_____ Amps	_____ Amps	_____ Amps	_____ Amps
Low Speed:	_____ Amps	_____ Amps	_____ Amps	_____ Amps
Voltage:	_____Volts	_____Volts	_____Volts	_____Volts

11. _____ Check operating of clutch-coil amps, resistance and voltage while clutch is engaged.
    _____ Volts _____ Amps _____ Ohms

(11a) A/C Manufacturer's Service Manual for **(Thermo King)** Specifications.

Coil **(Temperature)**	Coil Resistance **(Ohms)**	DC Voltage Current **(amps)**			
		20	**22**	**24**	**27**
50 F (10C)	7.89	2.53	2.78	3.04	3.42
68 F (20C)	8.20	2.43	2.68	2.93	3.29
75 F (24C)	8.33	2.40	2.64	2.88	3.24
100 F (38C)	8.77	2.28	2.50	2.73	3.08

(11b) Refer to the **(Sutrak)** Service Manual for Clutch and Coil Specifications.

TECTRANS

Return bus to service

A. **Remarks**: Note any observations, suggestions and/or explain repairs made during the PM of the A/C system on the bus.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

B. **Parts Used**: List all parts, fluids or refrigerant used during the PM and/or repair of the A/C system on this bus.

	Qty	***Part No.***	**Description**
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

TECTRANS

WHEELCHAIR LIFT PREVENTATIVE MAINTENANCE SCHEDULE

DATE: _____
BUS NUMBER: _____
LIFT MODEL NUMBER: _____
LIFT SERIAL NUMBER: _____
CYCLES (LIFT COUNTER): _____
HUB READING: _____

ITEM	DAILY	6 WEEKS	SEMI-ANNUAL
CYCLE LIFT	X _____		
TEST SAFETY FEATURES: A. PRESSURE SENSITIVE MATS B. PRESSURE SENSITIVE EDGES	X _____ X _____		
INSPECT HANDRAILS FOR: A. STRUCTURAL INTEGRITY B. BOLTS SECURED C. CRACKS IN THE TUBING		X _____ X _____ X _____	
INSPECT CURBSIDE BARRIER/LINKAGE/CYLINDER: A. STRUCTURAL INTEGRITY OF BARRIER B. BARRIER ANGLE C. PIVOT POINTS FOR DAMAGE OR WEAR D. LINKAGE SET SCREW/JAM NUTS E. CYLINDER ATTACHMENT BOLTS F. HYDRAULIC HOSES/FITTINGS FOR LEAKS G. LUBRICATION (LUBE WITH ANTI-SEIZE COMPOUND) 1. SLIDE LINK 2. ROD GUIDE 3. SHOULDER BOLT 4. LINKAGE PINS		X _____ X _____ X _____ X _____ X _____ X _____ X _____ X _____	 X _____ X _____ X _____
INSPECT ROADSIDE BARRIER/LINKAGE/CYLINDER: A. STRUCTURAL INTEGRITY OF BARRIER B. BARRIER ANGLE C. PIVOT POINTS FOR DAMAGE AND WEAR D. LINKAGE/CYLINDER JAM NUTS E. CYLINDER CLEVIS PIN KEEPERS F. HYDRAULIC HOSES/FITTINGS FOR LEAKS G. CYLINDER CLEVIS PINS – REMOVE, INSPECT AND LUBRICATE 1. LUBRICATION (LUBE WITH ANTI-SEIZE COMPOUND)		X _____ X _____ X _____ X _____ X _____ X _____	 X _____
INSPECT LIFT MASTER CHAINS AND CONN LINES FOR: A. RUST/CORROSION B. ABSENCE OF COTTER PIN/KEEPERS C. PROPER ADJUSTMENT D. LUBRICATION (LUBE WITH P/N P515-00005)		X _____ X _____ X _____	 X _____

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ITEM	DAILY	6 WEEKS	SEMI-ANNUAL
INSPECT SLAVE CHAINS AND CONN LINKS FOR: A. RUST/CORROSION B. ABSENCE OF COTTER PINS.KEEPER C. PROPER ADJUSTMENT D. LUBRICATION (LUBE WITH P/N 515-0005) E. JAM NUTS SECURED		X _____ X _____ X _____ X _____ X _____	
INSPECT LIFT MOUNTING BOLTS: NOTE: REFER TO BUS MANUFACTURERS TORQUE SPECIFICATION			X _____
INSPECT CRUTCH BEARING: A. PROPER ADJUSTMENT B. GALLING – TRANSFERRING OF BRASS CRUTCH BEARING PARTICLES TO TORQUE SHAFT COUPLING C. LUBRICATION (LUBE WITH MULTI-PURPOSE GREASE)		X _____ X _____ X _____	
INSPECT TORQUE SHAFT COUPLING SET SCREWS			X _____
INSPECT SLIDE CHANNEL, BEARING BLOCKS			X _____
MANUAL OPERATION OF HYDRAULIC SYSTEM: A. STOW B. DEPLOY C. RAISE D. LOWER E. ROADSIDE BARRIER UP F. ROADSIDE BARRIER DOWN G. CURBSIDE BARRIER UP H. CURBSIDE BARRIER DOWN		X _____ X _____ X _____ X _____ X _____ X _____ X _____ X _____	
INSPECT FOR "MANUAL OPERATING PROCEDURE" DECAL		X _____	
INSPECT FOR "MANUAL OPERATION PROCEDURE" DECAL STICKER		X _____	
INSPECT MAIN LIFT CYLINDERS, FORWARD/REAR: A. CYLINDER CLEVIS PINS MUST BE FREE OF RUST AND CORROSION AND MUST MOVE FREELY B. CYLINDER CLEVIS PINS – REMOVE, INSPECT AND LUBRICATE C. CYLINDER CLEVIS PIN KEEPERS D. JAM NUT MUST BE TIGHT AGAINST SYLINDER ROD E. MINIMUM THREAD ENGAGEMENT OF 1" ON TURNBUCKLE BOLTS F. SPEED OF LIFT IN CUSHION AREA G. APPLY LUBRICANT TO CUSHION ADJUSTMENT SCREWS CAVITIES LUBRICATION (LUBE WITH ANTI-SEIZE COMPOUND)		X _____ X _____ X _____ X _____ X _____ X _____	X _____
INSPECT STOW LATCH/CYLINDER: A. PROPER STOW LATCH ENGAGEMENT B. HYDRAULIC HOSE/FITTINGS FOR LEAKS C. LUBRICATION ON STOW LATCH FACE (LUBE WITH DOOR-EASE)		X _____ X _____	X _____
INSPECT ALL FASTENERS FOR TORQUE			X _____

TECTRANS

ITEM	DAILY	6 WEEKS	SEMI-ANNUAL
INSPECT PUSH-OFF SPRINGS NOTE: REPLACE SPRINGS EVERY 6 YEARS OR 8,000 CYCLES		X _____	
INSPECT STOW/DEPLOY CHAINS AND CONN LINKS: A. RUST/CORROSION B. ABSENCE OF COTTER PINS/KEEPERS C. PROPER ADJUSTMENT D. LUBRICATION (LUBE WITH P515-0005) E. JAM NUTS SECURE		X _____ X _____ X _____ X _____ X _____	
INSPECT STOW MOTOR CHAIN AND CONN LINK: A. RUST/CORROSION B. ABSENCE OF COTTER PINS/KEEPERS C. PROPER ADJUSTMENT D. LUBRICATION (LUBE WITH P515-0005)		X _____ X _____ X _____ X _____	
INSPECT HYDRAULIC HOSE/ELECTRICAL CABLE BUNDLE: A. PROPER ROUTING B. LEAKS (HOSES) C. CHAFING		X _____ X _____ X _____	
INSPECT STOW MOTOR/STOW SHAFT: A. SPROCKET ALIGNMENT B. SET SCREW IN SPROCKETS C. HYDRAULIC HOSES/FITTINGS FOR LEAKS D. SET SCREW IN BEARING E. SPROCKETS FOR WEAR AND TEAR		X _____	X _____ X _____ X _____ X _____
INSPECT STOW/DEPLOY LIMIT SWITCH: A. STOW SWITCH MUST ACTIVATE ½" BEFORE FULLY STOWED B. DEPLOY SWITCH MUST ACTIVATE ½" BEFORE FULLY DEPLOYED C. LOOSE LIMIT SWITCH ARM		X _____	X _____ X _____
INSPECT CHAIN LIMIT SWITCH (SLACK CHAIN): A. ADJUST BETWEEN LIMIT SWITCH ARM AND TRIP B. LOOSE LIMIT SWITCH ARM NOTE: 1. FORWARD LIFT CYLINDER MUST OPERATE FREELY UP AND DOWN WHICH ALLOWS THE CHAIN SWITCH TO OPERATE PROPERLY. 2. LIFT CYLINDER CHAIN MUST BE FLEXIBLE WHICH ALLOWS THE CHAIN SWITCH TO OPERATE PROPERLY.		X _____ X _____ X _____	X _____
INSPECT PROXIMITY SWITCH: A. DAMAGE TO THE SENSING END B. GAP BETWEEN SENSING END AND TARGETS. (GAP .030 TO .060)		X _____ X _____	
INSPECT HYDRAULIC POWER SOURCE: A. FLUID LEVEL B. FLUID PRESSURE (1150-1200 P.S.I.) C. CHANGE FILTER ELEMENT		X _____	X _____ X _____

Bid Detail Information

Bid Number PW-ASD 803
Bid Title : Lennox and Athens Shuttle Services (2011-PA005)
Bid Type : Service
Department : Public Works
Commodity : BUS - TRANSIT (COACH-MINI) CONVENTIONAL
Open Date : 3/21/2011
Closing Date : 3/30/2011 9:00 AM
Bid Amount : $ 400,000
Bid Download : Not Available
Bid Description : PLEASE TAKE NOTICE that Public Works requests proposals for the contract for Lennox and Athens Shuttle Services (2011-PA005). The total annual contract amount of this service is estimated to be $400,000. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at http://dpw.lacounty.gov/asd/contracts or may be requested from Mr. Edwin Manoukian at (626) 458 4057 or emanoukian@dpw.lacounty.gov, or 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/asd/contracts.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document including, but not limited to:

1. Proposer must have a minimum of three years of experience providing the same or similar fixed route services for governmental or social service agency(ies). (Please use Form PW-19, Proposer's Compliance with the Minimum Requirements of the RFP.)

2. Proposer's Project Manager must have a minimum of three years of experience providing the same or similar fixed route services for governmental or social service agency(ies). (Please use Form PW-19, Proposer's Compliance with the Minimum Requirements of the RFP.)

3. Proposer's Maintenance Manager must have a minimum of three years of experience in maintaining similar fleets of transit vehicles.
(Please use Form PW-19, Proposer's Compliance with the Minimum Requirements of the RFP.)
4. Proposer has passed all 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).
(Please use Form PW-19, Proposer's Compliance with the Minimum Requirements of the RFP.)

5. Proposer must provide a spare service vehicle(s) equipped with properly working air conditioning and wheelchair lift equipment in the event that any assigned vehicle breaks down. The spare vehicle(s) must meet or exceed the service vehicle requirements as set forth in Exhibit H, Contractor-Provided Service Vehicle Requirements. (Please use Form PW-19, Proposer's Compliance with the Minimum Requirements of the RFP).

6. Proposer has submitted copies of the Proposer's, employees', and/or subcontractors' valid State of California Department of Motor Vehicles Class B (with "P" endorsement) commercial driver's licenses, as well as any other required licenses or endorsements required by Federal, State, and local regulations.

7. Proposer 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 Proposer must submit an affirmative statement that all of Proposer'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 Brakes Test.
(Please use Form PW-20, Proposer's Compliance with the Certification/Licensing Requirements of the RFP.)

8. Proposer shall submit a copy of a Mobile Air-Conditioning Society certification or the equivalent ASE vehicle air-conditioning system certification in the Medium/Heavy Duty Truck, School Bus, or Transit Bus Test Series for at least one member of their maintenance personnel identified in Form PW-20.
(Please use Form PW-20, Proposer's Compliance with the certification/Licensing Requirements of the RFP.)

A Proposers' Conference will be held on Wednesday, March 30, 2011, at 9 a.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra,
California 91803, in the Conference Room A. ATTENDANCE BY THE PROPOSER OR AN