



DONALD L. WOLFE, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

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

IN REPLY PLEASE

REFER TO FILE: **AS-0**

June 12, 2007

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

Dear Supervisors:

**ACTON-AGUA DULCE SHUTTLE SERVICE
SUPERVISORIAL DISTRICT 5
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the Acton-Agua Dulce Shuttle Service is statutorily exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Find that this service can be more economically performed by an independent contractor than by County employees.
3. Award the contract for Acton-Agua Dulce Shuttle Service in the annual sum of \$67,657.92 to Parking Company of America, LLC, located in Downey, California, and direct the Chairman to execute the enclosed contract. This contract will be for a period of three years commencing on July 1, 2007, or upon Board approval, whichever occurs later, with two 1-year renewal options, not to exceed a total contract period of five years. Funds for the first contract year are available in the Fifth Supervisorial District's Proposition A Local Return Transit Program in the proposed Fiscal Year 2007-08 Transit Enterprise Fund budget. Funding for the second and third contract years and approved contract renewal years will be made available through Public Works' annual budget process.

4. Delegate authority to the Director of Public Works or his designee to annually expend up to an additional 35 percent of the annual contract sum for unforeseen, additional work within the scope of the contract, which includes increased hourly rates if Contractor-provided vehicles are required when County vehicles are out of service and for fuel adjustments in accordance with the contract.
5. Delegate authority to the Director to renew the contract for each additional renewal option if, in the opinion of the Director, the contractor has successfully performed the previous contract period and the services are still required; to approve contractor's entity change in accordance with the Board's policy on contractor mergers/acquisition; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend it if, in the opinion of the Director, it is in the best interest of the County to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This contract is for the operation of the Acton-Agua Dulce Shuttle Service. The Acton-Agua Dulce Shuttle provides shuttle service between the unincorporated County areas of Acton-Agua Dulce and the Santa Clarita Valley. The work to be performed will include, without limitation, providing executive and administrative management; employing and supervising of all personnel including supervisors, vehicle operators, dispatchers, mechanics, and other maintenance personnel; administration of training and safety programs; maintaining and repairing of service vehicles and equipment; processing of warranty claims for the County vehicles; assisting in public relations and promotions; preparing reports and analysis of financial and other matters; clerical, statistical, and bookkeeping services; and providing all service vehicle operators, facilities, equipment, parts, and supplies required in the operation of service, unless specifically identified to be contributed by the County. Public Works has contracted for this service since January 2, 2003. The purpose of this action is to continue contracting for this service.

Implementation of Strategic Plan Goals

The award of this contract is consistent with the County Strategic Plan Goals of Service Excellence, Organizational Effectiveness, and Fiscal Responsibility as the contractor has the specialized expertise to provide this service accurately, efficiently, timely, and in a responsive and cost-effective manner.

FISCAL IMPACT/FINANCING

There will be no impact on net County cost. The contract is for an annual amount not to exceed \$67,657.92, plus 35 percent for unforeseen, additional work within the scope of the contract, which includes increased hourly rates if Contractor-provided vehicles are required when County vehicles are out of service and for fuel adjustments in accordance with the contract. This amount is based on the hourly price quoted by the contractor and our estimated annual utilization of the contractor's services. This contract will commence on July 1, 2007, or upon Board approval, whichever occurs later, for a period of three years with two 1-year renewal options, not to exceed five years.

Funds for the first contract year are available in the Fifth Supervisorial District's Proposition A Local Return Transit Program in the proposed Fiscal Year 2007-08 Transit Enterprise Fund budget. Funding for the second and third contract years and approved contract renewal years will be made available through Public Works' annual budget process.

Using methodology approved by the Auditor-Controller, Public Works has calculated the cost-effectiveness of contracting for this service. Based on the cost calculations, Public Works has determined that this service can be more economically performed by an independent contractor than by County employees.

This Proposition A contract does not allow for any cost-of-living adjustments.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed contract has been executed by the contractor and approved as to form by County Counsel (Enclosure A).

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 Los Angeles County Code Section 2.121.380 have been met.

Since this is a Proposition A contract, Public Works has determined that the contractor complies with the requirements of the Living Wage Program (Los Angeles County Code Chapter 2.201) and agrees to pay its full-time employees providing County services a living wage rate of \$11.84 per hour without health benefits.

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.

ENVIRONMENTAL DOCUMENTATION

This discretionary project is statutorily exempt from the CEQA pursuant to Public Resources Code Section 21080 (b) (10).

CONTRACTING PROCESS

On March 13, 2007, Public Works solicited proposals from 172 independent contractors and community business enterprises to accomplish this work. Also, a notice of the Request for Proposals (RFP) was placed on the County's bid website (Enclosure B), and an advertisement was placed in the *Los Angeles Times*.

Pursuant to the applicable memorandum of understanding, the RFP for this contracted service was submitted on March 13, 2007, to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.

On May 2, 2007, one proposal was received. The proposal was first reviewed to ensure it met the mandatory requirements outlined in the RFP. The proposal, having met these requirements, was then evaluated by an evaluation committee consisting of Public Works staff. The committee's evaluation was based on criteria described in the RFP, which included the price, experience, work plan, financial resources, references, payroll record keeping, vehicles, and compliance with the Displaced Transit Employee Program. Based on this evaluation, it is recommended that this contract be awarded to the highest-rated, responsive, and responsible proposer, Parking Company of America, LLC, located in Downey, California. Public Works has determined the contractor's price is reasonable for the work requested.

Enclosure C reflects the proposer's minority participation. The Contractor was selected after final analyses and consideration without regard to race, creed, gender, or color.

This contract contains terms and conditions supporting Board-sponsored policies, such as contractor responsibility and debarment (revised), jury service requirements, the Safely Surrendered Baby Law, and charitable activities compliance.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers'

The Honorable Board of Supervisors
June 12, 2007
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Compensation insurance will be obtained from the contractor before any work is assigned.

As requested by your Board, the contractor has submitted a safety record that reflects its past activities have been conducted according to reasonable standards of safety.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that this contractor will not be requested to perform services that will exceed the contract's approved amount, scope of work, terms and conditions, and/or duration.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees as this service is presently contracted with the private sector.

CONCLUSION

Enclosed are three copies of the contract. Upon approval by your Board, please return the Contractor Execute and Department Conform copies along with one adopted copy of this letter for further processing. The original Board Execute copy should be retained for your files.

Respectfully submitted,

DONALD L. WOLFE
Director of Public Works

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Enc. 5

cc: Office of Affirmative Action Compliance
Chief Administrative Office
County Counsel

AGREEMENT FOR

ACTON-AGUA DULCE SHUTTLE SERVICE

THIS AGREEMENT, made and entered into this 12th day of JUNE, 2007, 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 PARKING COMPANY OF AMERICA, LLC, 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 May 2, 2007, hereby agrees to provide services as described in the attached specifications for Acton-Agua Dulce Shuttle Service, including, but not limited to, Exhibit A, Scope of Work.

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, System Map and Schedules; Exhibit F, Proposed County-Owned New Vehicle Specifications; Exhibit G, Required Contractor Vehicle Specifications; Exhibit H, Federal Transit Administration (FTA) Compliance Section for Third-Party Contract Requirements; Exhibit I, Sample Calculation of the Fuel Adjustment: Purchasing Fuel at Market Prices; Exhibit J, Controlled Substance and Alcohol Testing Program; Exhibit K, Transit Security Plan; Exhibit L, Vehicle Appearance/Cleanliness Checklist; Exhibit M, Terminal Manager's Compliance Checklist; Exhibit N, Monthly Ridership Form MR20 for LACMTA Consolidated NTD Report for Fiscal Year ____; 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, and are agreed by the COUNTY and the CONTRACTOR to constitute an integral part of the Contract documents.

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, an amount not to exceed \$67,657.92 per year, or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: As part of the evaluation process relative to this Contract solicitation, the COUNTY determined that this contract would be award to the highest-rated contractor. Notwithstanding the foregoing, the parties understand and agree that this Contract is nonexclusive, the COUNTY may enter into other contracts for the performance of the same or similar services, and the CONTRACTOR is not entitled to or guaranteed the assignment of any work hereunder.

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FIFTH: This Contract's initial term shall be for a period of three years commencing on July 1, 2007, or Board approval, whichever occurs last. At the discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of five years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term.

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

SEVENTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed invoice. 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

EIGHTH: 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.

NINTH: 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.

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

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

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TWELFTH: The Director may adjust 10 percent of the hourly rate of compensation set forth in Form PW-2 (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 and at http://tonto.eia.doe.gov/dnav/pet/pet_pri_prop_dcu_r50_m.htm for Propane (LPG) using West Coast (PADD 5) "Commercial/Institutional," as appropriate to the vehicle used, beginning on the month of the Contract start date and thereafter at each successive one month interval, which shall be the effective date for any such fuel adjustment. The percentage change in the fuel price shall be obtained using the fuel prices published three months preceding the proposal submission date and the fuel price published three months preceding each effective date of the adjustment. However, when the percentage increase or decrease in the fuel price is less than 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 I.

Public Works shall be permitted to audit the CONTRACTOR'S fuel usage, fuel costs, and fuel procurement methods for the vehicles used in revenue service and the CONTRACTOR shall provide records pertaining to its fuel costs upon the COUNTY'S request.

THIRTEENTH: 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.

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

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

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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 Chairman 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 *Yvonne B. Bunte*
CHAIR PRO TEM, Los Angeles County

ATTEST:

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



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 Directors

By *[Signature]*
Deputy

By *[Signature]*
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By *[Signature]*
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

59 JUN 12 2007

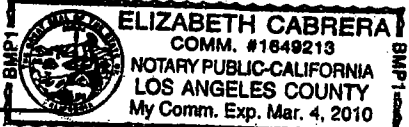
Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

PARKING COMPANY OF AMERICA,
LLC

By *[Signature]*
Its Managing Member

Alexis [Signature]
Type or Print Name

ALL-PURPOSE ACKNOWLEDGMENT

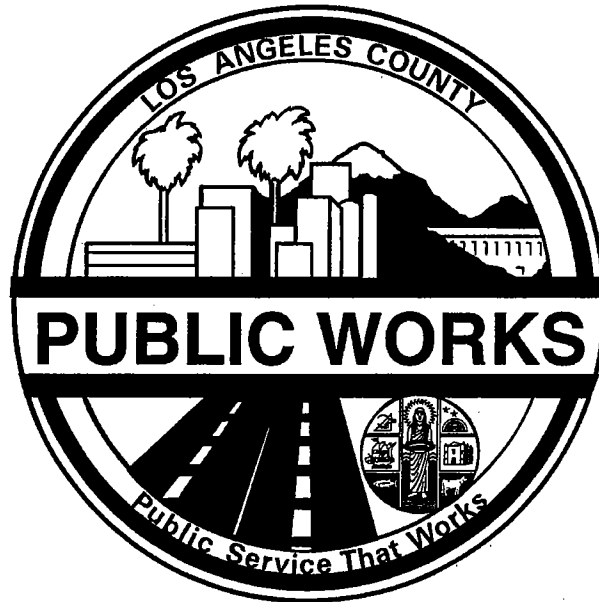
State of <u>California</u> County of <u>Los Angeles</u> On <u>05/17/07</u> before me <u>Elizabeth Cabrera</u> <small>NAME, TITLE OF OFFICE - e.g. "Jane Doe, Notary Public"</small> personally appeared <u>Alex Martin Chaves</u> <small>NAME(S) OF SIGNER(S)</small>	CAPACITY CLAIMED BY SIGNER(S) <input checked="" type="checkbox"/> INDIVIDUAL(S) <input checked="" type="checkbox"/> CORPORATE OFFICER(S) <u>Alex Martin Chaves</u> , AND <u>Chief Executive Officer</u> <small>TITLE(S)</small> <input type="checkbox"/> PARTNER(S) <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GARDIAN/CONSERVATOR <input type="checkbox"/> OTHER: _____
<input type="checkbox"/> personally known to me -OR- <input checked="" type="checkbox"/> proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.	SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES) _____ _____ _____
Witness my hand and official seal. <u>Elizabeth Cabrera</u> <small>SIGNATURE OF NOTARY</small>	

ATTENTION NOTARY: Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Title or Type of Document Agreement for Acton - Agua Dulce Shuttle Service
Number of Pages _____ Date of Document 5/17/07
Signer(s) Other Than Named Above _____

Part II Agreement



BY AND BETWEEN

THE COUNTY OF LOS ANGELES,
DEPARTMENT OF PUBLIC WORKS

AND

PARKING COMPANY OF AMERICA, LLC

FOR

ACTON-AGUA DULCE SHUTTLE SERVICE (2007-PA025)

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- EXHIBIT G Contractor Vehicle Specifications**
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Fiscal Year _____**

SCOPE OF WORK

ACTON-AGUA DULCE SHUTTLE SERVICE (2007-PA025)

A. Public Works Contract Manager

Public Works Contract Manager will be Mr. Arnel Dulay of Programs Development Division, who may be contacted at (626) 458-5909, e-mail address: adulay@ladpw.org, Monday through Thursday, 7:30 a.m. to 5:30 p.m. The Contract Manager is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change the Contract Manager. The Contractor will be notified in writing when there is a change in Contract Manager.

B. Work Location

The Acton-Agua Dulce Shuttle Service (2007-PA025), hereinafter referred to as "Service" (see Exhibit E for route map), is a community shuttle for patrons in the unincorporated County areas of Acton and Agua Dulce. The Service shall provide residents of these areas transportation to health care facilities, shopping centers, and limited service to selected locations in the City of Santa Clarita.

C. Work Description

The work under these specifications shall be the implementation of a fixed-route/paratransit shuttle service, which shall operate with scheduled bus stops permitting passengers to board and alight and also as a community paratransit, dial-a-ride type of service for residents. Passengers requesting curb-to-curb service will be required to call the Contractor's dispatch at least 24 hours in advance.

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. The Contractor shall do all things, including, but not limited to, providing executive and administrative management; employing and supervising of all personnel, including supervisors, vehicle operators, dispatchers, mechanics, and other maintenance personnel; operating and training and safety programs; maintaining and repairing vehicles and equipment; processing of warranty claims for the County's vehicles; assisting in public relations and promotions; preparing reports and analysis of financial and other matters; providing clerical, statistical, and bookkeeping services; and providing all vehicle operators, facilities, equipment, parts, and supplies required in the operation of this Service unless specifically identified to be contributed by the County.

The County reserves the right to determine if any work is or will be needed under this Contract, at the County's sole and absolute discretion. The Contractor will

not be entitled to any claim for loss profits or otherwise should the County fail to determine a need for services under this Contract.

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

1. Service

The Service routes, frequency, hours, and days of Service shall be as specified in Exhibit E. The Service shall operate between the hours of 9 a.m. to 4:30 p.m., Mondays, Wednesdays, and Saturdays.

The Service will not operate on Tuesdays, Thursdays, Fridays, Sundays and the following major holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Whenever one of these six major holidays occurs on a Sunday, Service shall operate on a normal schedule on the following Monday even though the holiday may be celebrated on that Monday.

2. Service Expansion

At the discretion of the Director, the Acton-Agua Dulce Shuttle Service hours of operation may be expanded to accommodate patrons' needs.

The Contractor agrees that total service hours may be increased or decreased by up to 35 percent without renegotiation of the basic vehicle Service hour unit hourly rate as indicated in Form PW-2, Schedule of Prices, over the term of the contract. Any modification will be furnished by the Director to the Contractor at least 30 calendar days prior to any Service revision unless a shorter time period is mutually agreeable to both parties.

E. Utilities

The County will not provide utilities.

F. Storage Facilities

The County will not provide storage facilities for the Contractor.

G. Removal of Debris

All debris derived from the shuttle service specified herein shall be removed from the 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 and/or gutters in violation of the National Pollutant Discharge Elimination System (NPDES).

H. Special Safety Requirements

Subsequent to the events of September 11, 2001, the safety and anti-terrorist preparations on public transit systems have become of 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, Homeland Security Presidential Directive, 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 Federal Transit Administration (FTA), in response to the Office of Homeland Security, has undertaken a series of major steps to help prepare the transit industry to counter terrorist threats by providing direct assistance to transit agencies throughout various on-site programs. FTA's website (<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 FTA's Safety and Security requirements as indicated in FTA's Top 20 Security Program Action Items for Transit Agencies. The FTA's website (<http://transit-safety.volpe.dot.gov/security/securityinitiatives/top20/default.asp>) contains the Safety and Security Requirements.

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://transit-safety.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 Transit Security Plan will be negotiated with Director to ensure that the County's needs are adequately addressed. The final approved Transit Security Plan will be attached as Exhibit K.

All Contractor operators shall be expected to observe all applicable State of California Occupational Safety and Health Administration (Cal/OSHA) and Public Works' safety requirements. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required.

I. Maps

Route descriptions, schedules, and stop location listings are described in Exhibit E.

J. Equipment

1. Transit Vehicles

a. Contractor-Provided Vehicles

Unless otherwise determined by the County, at its sole and absolute discretion, the Service shall be provided by the Contractor using Contractor-provided vehicles. The Contractor shall be responsible for providing two vehicles (one service vehicle and one spare) that meet or exceed the required specifications described in Exhibit G, Contractor Vehicle Specifications, hereinafter referred to as "Contractor Vehicles."

All of the Contractor Vehicles shall be a model year 2003 or newer with odometer readings of less than 100,000 miles at the start of revenue Service. The County does NOT commit to replacing Contractor Vehicles with County-owned vehicles, but may do so at its discretion.

b. County-Owned Vehicle

At its discretion, the County may procure one propane-fueled bus operating on propane as described in Exhibit F, Proposed County-Owned New Vehicle Specifications, hereinafter referred to as "County Vehicle." This new County-owned, propane-fueled vehicle will replace one Contractor-provided vehicle and will be leased to the Contractor at a rate of \$1 per month. Upon receiving the County-owned vehicle, the Contractor shall be responsible for operating and maintaining it. The Contractor shall be responsible for the costs required to keep County-owned vehicle properly maintained, insured, serviced, and stored.

In the event that the County Vehicle breaks down or is out of Service, the Contractor shall provide sufficient Contractor Vehicles

to continue uninterrupted Service during all periods in which the County Vehicle is not available for Service.

c. Support Vehicles

The 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 Contract Vehicles

The Contractor may be directed by the County to provide and operate additional vehicle(s) for this Service in the event demand for this Service exceeds the capacity provided by County Vehicles and/or in the event County Vehicles are no longer operable. The additional vehicles(s) shall be approved by the Contract Manager prior to being placed into Service.

2. General Terms for Transit Vehicles

The Contractor shall acknowledge receipt, condition, and working order of any County Vehicles and equipment, and any County Vehicles and equipment subsequently added to the fleet, when received.

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

The Contractor shall provide spare vehicles to cover Service equipped with air conditioning and lift equipment in the event the assigned vehicles break down. The spare vehicles shall be similar in kind to Service vehicles. The cost of the spare vehicles shall be included in the Contractor's actual overall Service operating costs. The Contractor's equipment and facilities shall meet or exceed all requirements of applicable Federal, State, and local ordinances and laws, including, but not limited to the Americans with Disabilities Act (ADA).

The Contractor shall be prohibited from the sale, assignment, or sublease of County Vehicles or equipment. The Contractor shall also be prohibited from using County Vehicles or equipment for any purpose other than

providing the Service as specified in this Contract. At contract termination, the Contractor shall return and deliver all County Vehicles, equipment, and all other peripheral equipment to County (date, time, and address to be specified by County) with no deferred maintenance or damages, with the exception of reasonable wear and tear.

The Contract Manager may inspect vehicles, equipment, and all other peripheral equipment prior to this Contract's termination to assess the condition of the vehicles and equipment. The Contractor shall be responsible for performing all of the work necessary to correct any deficiencies noted. At the Contract Manager's discretion, the final two months' payment for this Service may be withheld until the Contractor has completed all repairs specified by the Contract Manager, or may deduct the cost of correcting any deficiencies from the payments due to the Contractor, if the Contractor fails to perform the necessary work to correct the deficiencies.

The Contractor shall, at its sole expense, repair or replace any County 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 Contract Manager.

In no event shall the Contractor's liability exceed the actual book value of vehicle and/or equipment so damaged. At the Contract Manager's sole option, the insurance funds received by the Contractor, plus any applicable deductible, may be submitted to the County in lieu of a replacement vehicle or equipment.

The book value of vehicles shall be based on straight-line depreciation over the years of useful life with a 10 percent salvage value. The beginning date of the depreciation to be used is the first date the new vehicles are placed into Service. The final sale price (excluding taxes, license fees, and documentation fees) of the new vehicle(s) shall be used as the basis for depreciation.

3. Communication Equipment

The Contractor shall provide mobile phones or two-way radio communication equipment for all vehicles utilized in Service. The 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 the vehicles while in Service. The Contractor shall be responsible for the

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

a. Internet Access and E-Mail

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

b. Business Contact Telephone Number

The Contractor shall provide the Contract Manager with a business contact telephone number that shall be answered by a live person during Service operating hours. The person answering the telephone shall be able to put the Contract Manager in contact with key management personnel in case of an emergency.

c. 24-Hour Contact Telephone Number

The Contractor shall maintain a 24-hour emergency contact pager, cellular telephone, or management telephone tree. The Contractor shall provide the County with information on how to contact a manager through the emergency contact system before Service begins. A manager shall be able to return a call to the Contract Manager within one hour after being so requested even during nonbusiness hours and shall be able to address operational issues in case of an emergency.

K. Storage And Maintenance Facilities

The Contractor shall provide appropriate fixed-route vehicle storage and maintenance facilities for the garaging, servicing, and cleaning of Service vehicle(s) and equipment. The facilities shall include:

1. An enclosed work space sufficient to allow maintenance personnel to service vehicles and be protected from the weather.

2. A concrete shop floor capable of withstanding the maximum weight of the Service vehicles.
3. A security-fenced, paved, and lighted area for overnight vehicle parking with adequate spaces for all Service vehicle(s).
4. A compressed air supply.
5. Tire changing equipment.
6. Battery maintenance equipment and spare batteries.
7. Vehicle lubrication equipment.
8. All tools and equipment necessary to perform required preventive maintenance activities.
9. All tools and equipment necessary to service vehicles, perform component adjustments, and make mechanical repairs.
10. Facilities and equipment necessary to wash and clean the vehicles in accordance with this Contract.
11. Adequate secured storage area for tools, equipment, and parts.
12. A lighted maintenance pit or an appropriate OSHA or American National Standards Institute (ANSI) approved hydraulic lift capable of fully lifting the heaviest of vehicles six feet above the floor for maintenance purposes.
13. A fueling facility and ability to provide propane if, and/or, when, the County purchases new vehicles.

L. Vehicle and Equipment Maintenance and Warranties

1. Service Vehicle Condition

All Vehicles, vehicle equipment, and any other equipment necessary to provide this Service, shall be maintained by the Contractor to acceptable appearance standards and in good repair and in a condition satisfactory to the Director and in accordance with the manufacturers' recommended maintenance procedures, as well as with applicable Federal and State regulations. The Contractor shall maintain a "Satisfactory" Safety Compliance Inspection rating for the Contractor's maintenance facility(ies) or terminal(s) used for this Contract from the California Highway Patrol (CHP) or other governmental agency throughout the life of this Contract.

If the Contractor receives a Safety Compliance Inspection rating of "Unsatisfactory" or "Conditional" from the CHP or other governmental agency, the Contractor shall so notify the Director immediately. The Contractor shall outline the steps to be taken to correct any and all deficiencies. The Contractor shall not seek additional compensation for any costs incurred to meet the requirements in this paragraph.

Failure of the Contractor to take the necessary actions to improve their "Unsatisfactory" Safety Compliance Inspection rating to a minimum rating of "Conditional" within four (4) months shall be grounds for terminating this agreement. Failure of the Contractor to take the necessary actions to improve their "Conditional" Safety Compliance Inspection rating to a "Satisfactory" rating within six (6) months shall be grounds for terminating this agreement.

Following the first re-inspection of either an "Unsatisfactory" or "Conditional" Safety Compliance Inspection rating, the rating must be improved to and remain at the level of "Satisfactory" for the term of this Contract. After the receipt of a "Conditional" Safety Compliance Inspection rating, if the CHP re-inspection rating remains "Conditional" or is lowered to "Unsatisfactory," this shall be grounds for termination of this Contract at the discretion of the Director.

2. Warranty Work (County-Owned Vehicles Only)

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

3. Vehicle Appearance/Cleaning/Fumes

The Contractor shall be responsible for maintaining the appearance of all vehicles used in Service. The Contractor shall maintain an up-to-date record of all washings and major cleanings. Said record shall be made available to the Contract Manager upon request. The Contract Manager may remove vehicles from Service for unacceptable appearance (see Vehicle Appearance/Cleanliness Checklist, Exhibit L).

a. 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, mopped ("wet mop" process only), and dusted daily. Under no circumstances is the "hosing out" (water wash down) of vehicle interiors 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 interiors 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 immediately. Upon discovery of the damaged 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. The 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 weekly or more often as necessary to maintain a clean appearance and maximize visibility. The 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 the Contractor's expense, to exterminate said pests in the event that they occur in the vehicles.

b. Vehicle Exterior

The 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. The 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, etc., shall be cleaned and treated with a preservative at least once per month, or as necessary to maintain an attractive appearance. The Contractor shall be responsible for maintaining the artwork on the exterior of the vehicles.

c. Fumes

The interior passenger compartments of vehicles shall be, at all times, 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 upon its return to the Kenneth Hahn Plaza bus layover. The vandalized vehicle must have the graffiti removed before being returned to revenue Service. The Contractor shall provide a spare vehicle with working air conditioning within 30 minutes.

4. Daily Pretrip Vehicle Inspection and Servicing

Each vehicle shall receive a daily pretrip and posttrip inspection by the operator (driver) prior to being placed in Service and after the vehicle is taken out of Service. The Contractor's daily Pretrip and Posttrip Vehicle Inspection Report forms shall be submitted to the Contract Manager in a format approved by the County. The daily pretrip and posttrip inspections shall be supplemented by regular weekly maintenance inspections to ensure safe and proper operating condition of vehicles. The daily pretrip and posttrip inspections shall also include physical operation of the wheelchair lift or ramp to ensure ADA compliance. A record of all such inspections shall be kept by the Contractor and shall be submitted to the County as required herein.

The Contractor shall perform daily vehicle servicing on all vehicles used in this Service. The daily servicing shall include, but not be limited to, fueling, engine oil, coolant, water, and transmission fluid check/add; brake check; light and flasher checks; interior sweeping and dusting; exterior and interior visual inspection; and the checking of all vehicle performance defects reported by the driver(s) to identify potential safety and reliability items requiring immediate attention. The Contractor shall document the daily vehicle servicing on the daily pretrip and posttrip vehicle inspection reports in written checklist format.

Each vehicle operator making an inspection shall be required to fill out an inspection report form and turn it in to the maintenance supervisor. Prior to the next pullout, the Contractor shall repair or replace any vehicle that has defects and/or possesses a safety or operational problem.

5. Wheelchair Lifts or Ramps

The Contractor shall inspect, maintain, and repair wheelchair lifts or ramps to ensure safe and proper operation in compliance with ADA requirements. Wheelchair lifts or 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 Service being provided. When deadheading to/from the Contractor's yard location and other nonrevenue moves, all vehicle destination signs shall indicate "Not In Service."

7. Maintenance Program

a. General Scope

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 pursuant to this Contract. The Contractor shall be fully responsible for the maintenance of all vehicles, radios, passenger counters, destination signs, and all equipment to be used to perform this Service in strict conformity to CHP regulations and orders. The 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 the Contract Manager.

b. Parts/Fluids Specifications and Requirements

All parts, materials, tires, lubricants, fluids, oils, and procedures used by the Contractor on all vehicles and equipment shall meet or exceed original equipment manufacturer specifications and requirements. All parts, except for the two-way radio, installed by the Contractor on County-owned vehicles shall become property of the County. Parts replaced shall be subject to inspection by the Contract Manager prior to disposal.

c. Vehicle Damage

The 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 the County, law, or regulation. If the Contractor cannot complete the work within the time specified, the Contractor shall notify the Contract Manager in writing of the reason for the delay and the estimated completion date. At the Contract Manager's sole discretion, the deadline may be extended. The 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 for Service at the recommended vehicle manufacturer's specifications or as set forth by the Contract Manager. The 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 the 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 the 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. Adherence to preventive maintenance schedules shall not be regarded as reasonable cause for deferred maintenance in specific instances where the Contractor's employees observe that maintenance is needed in advance of the schedule. The Contractor shall not defer maintenance for reasons of shortage of maintenance staff, parts, equipment, or operable vehicles, nor shall Service be curtailed for the purpose of performing maintenance without prior written consent of the Contract Manager.

e. Brake Inspection/Adjustment

Brake inspections on air brake systems shall occur every 45 calendar days or more frequently in accordance with the number of miles the vehicle was in operation since the prior inspection.

f. Heating, Ventilation, and Air Conditioning

The heating, ventilation, and air conditioning (HVAC) systems shall be maintained and used to ensure that the passenger compartment temperature is comfortably maintained under all climatic conditions at all times while the vehicles are in Service. The Contractor shall maintain the vehicles' HVAC systems in an operable condition at all times throughout the year.

g. Spare Parts

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

h. Vehicle Towing

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

The 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 the Contractor's responsibility to directly supervise the vehicle-towing subcontractor.

i. Repair/Replacement of Ancillary, Engine, and Transmission Parts

The Contractor shall remain responsible for all costs related to repair or replacement of engine and ancillary parts, such as, but not limited to, generators, hydraulic pumps, water pumps, engine-driven fuel pumps, valve covers, oil pans, alternators, voltage regulators, air compressors, air conditioning compressors, vacuum pumps, starter motors, and turbochargers. The Contractor shall also remain responsible for all costs related to repair and replacement of transmission-related and ancillary parts, such as, but not limited to, oil coolers, external oil lines, external filters,

external linkage, governors, modulators, external speedometers, "driver" gears or sensors, neutral start switches, and temperature sensors.

j. In-Service Vehicle Breakdown

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

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

k. Vehicle Maintenance Record Keeping

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

- (1) Make.
- (2) Model.
- (3) Serial Number/County Fleet Number/Contractor Fleet Number.
- (4) License Number.
- (5) Date Received.
- (6) Unit Repairs (mechanical).
- (7) PMI Reports.
- (8) Daily Pretrip and Posttrip Vehicle Inspection Reports.
- (9) Work Orders.
- (10) Warranty Work.
- (11) Major Mechanical Repair/Unit Replacement.
- (12) Body/Interior Repairs (cosmetic).

The Contractor shall make available and submit the entire file to the Contract Manager, the CHP, and/or other regulatory agency upon request.

I. Applicable Vehicle Codes and Regulations

All vehicles utilized in Service shall be maintained in a safe condition for operation on public streets and freeways and meet all the requirements in the California Vehicle Code 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 Administrative Code, Title 13. The Contractor shall pay particular attention to the CHP Motor Carrier Safety Regulations. Each vehicle is required to be inspected annually by the Contract Manager and/or by the CHP (Exhibit M). The County shall be immediately notified of inspections performed by a governmental agency other than the County. The results of inspections shall be provided to the Contract Manager within 24 hours, and any applicable signed certification shall be displayed or carried on the vehicles. The Contractor shall expeditiously correct any deficiencies on any CHP vehicle inspection report and advise the Contract Manager of the same.

M. Rates, Fuel Rate Adjustment, and Fares and Revenue

1. Rates

a. Contractor Vehicles

The County will pay the Contractor on a monthly basis an amount equal to the sum of: i) the number of vehicle Service hours provided with the Contractor-provided vehicles times the rate provided on Form PW-2, Schedule of Prices, hereinafter referred to as "Contractor Vehicle Rate"; less ii) all amounts collected from Revenue pursuant to Section M.2; and less iii) any and all liquidated damages pursuant to Section Y of this Exhibit. A vehicle Service hour is defined as the actual hours of revenue Service starting from the point of first pickup to the last point of drop-off based on hours determined by the County needed to provide Service described in Exhibit E, Route Descriptions, Schedules, and Stop Location Listings.

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

b. County Vehicles

The County will pay the Contractor on a monthly basis an amount equal to the sum of: i) the number of vehicle Service hours provided with the County Vehicles times the rate provided on Form PW-2, Schedule of Prices, hereinafter referred to as "County Vehicle Rate"; less ii) all amounts collected from Revenue pursuant to Section M.2; less iii) lease of \$1 per month; and less iv) any and all liquidated damages pursuant to Section Y of this Exhibit. A vehicle Service hour is defined as the actual hours of revenue Service starting from the point of first pickup to the last point of drop-off based on hours determined by the County needed to provide Service described in Exhibit E.

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

2. Fares and Revenue

a. Fares

- (1) The Contractor shall charge a fare of \$1 for this Service.
- (2) The Contractor shall not charge a fare for seniors (60 years of age and older), persons with disabilities, and children under the age of 5 years when accompanied by a fare-paying adult.
- (3) Any changes to the fares will be supplied by the County to the Contractor at least 10 days before implementation of the revisions to allow for appropriate training of the Contractor's personnel. Such training shall be performed by the Contractor.

b. Revenue

The Contractor shall be responsible for the protection of the fare box revenues. All revenue generated by Service from fare box return shall be retained by Contractor and deducted on a monthly basis from the amount due the Contractor. The monthly revenue amount shall be reported in the monthly statement to the County and will be subject to County auditing.

3. Financial Audit Settlement

If at any time during the term of this Contract, or at any time within three years after the expiration or termination of this Contract, authorized representatives of the County, or of any other agency funding this Contract, 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 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 by cash payment, or (2) at County's option, credited against any future payments hereunder due to the Contractor. If such audit finds that the County's dollar liability for services provided hereunder is more than payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payments, provided that, in no event, shall the County's maximum obligation for this Service, as set for in the Contract, be exceeded.

N. Pass-Through Costs (County Vehicles Only)

The County recognizes that there are items not covered under this Contract for which the Contractor is not compensated under the aforementioned rate. The County will allow the Contractor to pass-through the amounts necessary to cover the following specific items only if the County has authorized the work in writing prior to the Contractor's initiation of work for the item(s). 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

The County recognizes that during the term of this Contract, engines, transmissions, and/or differential units of County 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 the work. The County will reimburse the Contractor only for the costs associated with the work approved by the Contract Manager on the engines, transmissions, and/or differential units. Costs associated with the removal and replacement of engines, transmissions, and/or differential units, including associated replacement of attachment devices, gaskets, seals, etc., shall be the responsibility of the Contractor and are not eligible for reimbursement.

2. Air Conditioning

The County recognizes that during the term of this Contract, air conditioning compressors in use on County 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, detail the reasons for such a determination.

After inspection by the Contract Manager, the Contract Manager may direct the Contractor in writing to proceed with the recommended work. The Contract Manager will allow the Contractor to pass-through the costs related to actual repair/replacement of the compressor/clutch unit as described above, any air conditioning filter (filter-dryer) that required replacement as a result of the specific compressor failure and replacement refrigerant as may be required as a result of the specified compressor failure. The County will reimburse the Contractor only for the costs associated with the components and refrigerant as described above. Costs associated with the removal and replacement of air conditioning compressor/clutch unit filter and refrigerant shall be the responsibility of the Contractor and are not eligible for reimbursement.

3. Vehicle Repaint/Graphics

Should a County Vehicle require a complete exterior repaint and/or decaling due to normal wear and tear as determined by the Contractor, the Contractor shall notify the Contract Manager 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 the work. The Contractor will only be permitted to pass-through to the County costs relating to the actual repaint, lettering, and decaling work. All costs associated with vehicle body repair due to an accident, in order to restore the vehicle to the County's specifications, shall be the responsibility of the Contractor. The Contractor will be permitted to pass-through painting and decaling costs as a result of the County Vehicles changing Services, such as new color schemes or decals reflecting new Service names and phone numbers. The Contractor will not be allowed to pass-through costs for painting and decaling work required for repairing blemishes that occurred before the Contractor received the vehicles. Such blemishes shall be noted during the preacceptance inspections, so the Contract Manager can work with the prior Service provider to correct them. All work related to the

pass-through costs shall must be approved, in writing, by the Contract Manager prior to the Contractor's initiation of work on the item.

4. Rehabilitation of County Vehicles

If the Contractor believes that a County Vehicle may require a complete mechanical overhaul and/or rehabilitation that is not covered by the vehicle's warranty, the Contractor shall notify the Contract Manager in writing in order to meet the County's specifications. In such instances, the Contract Manager will inspect the vehicle and make the determination of work to be accomplished. The Contractor shall then obtain the services of a known and qualified facility equipped to perform the task (or tasks) necessary as part of the Contract Manager's assessment. The facility shall employ "certified" mechanics, welding, refrigeration, brakes, personnel, etc., qualified to perform the necessary work. The Contract Manager will reserve the right to inspect and approve the facility where the work shall be performed. The Contract Manager will have the right to perform preproduction, on-time, predelivery, postdelivery, conditional acceptance, and final acceptance inspections on the vehicle.

After completion of overhaul and/or rehabilitation of vehicle, the Contractor shall invoice the County for such work along with all necessary and required documentation, as determined by the Contract Manager. The Contractor shall withhold between 5 percent to 10 percent of the amount due the selected facility for the approved work until the 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.

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

5. Other Pass-Through Repairs

The County recognizes that during the term of this Contract, there may be needed repairs or modifications to vehicles that are beyond the control of the Contractor and have not been identified in this Section on "Pass-Through Costs (County Vehicles Only)." In order to be eligible for pass-through costs for items not specifically mentioned above, the

Contractor shall present the required scope of repairs to the Contract Manager, and the Contract Manager must approve the repairs in writing prior to the work commencing.

O. Monitoring and Auditing Service

1. Monitoring Service

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

2. Auditing and Inspection of Service

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

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

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

3. Compensation due to Force Majeure

In the event that the Contractor is precluded from starting the Service described herein for those excusable reasons cited in Exhibit B, Service Contract General Requirements, the Contractor shall not receive compensation under this Service for the period of the excusable delay. If the excusable delay occurs following the start of regularly scheduled Service, Contractor shall be compensated as specified in this Exhibit.

P. Personnel

The Contractor shall be solely responsible for the satisfactory work performance of all employees providing the Service and for payments of all employees' and/or subcontractors' wages and benefits. Without any additional expense to the County, the Contractor shall comply with all the requirements of employee liability, Workers' Compensation, employment insurance, and Social Security.

The Contractor shall hold the County, the County's Board of Supervisors and each member thereof, and every officer, agent, and employee free and harmless from any and all liability, damages, claims, costs, and expenses of any nature arising from the Contractor's alleged violations of personnel practices. The County will have the right to demand removal from the project, for reasonable cause, any personnel furnished by the Contractor. The Contractor shall not, absent prior written notice to and consent by the County, remove or reassign any of the key management personnel, such as the Program Manager or Maintenance Manager, as described below, at any time prior to or after execution of this Contract.

The 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 the Service and concerning the Service interfacing with other transit services in the vicinity. The Contractor shall require that all personnel report all passenger complaints and/or operation problems to the Contract Manager, as described below. The Contractor shall maintain a daily diary (log) for this purpose which shall be subject to inspection by the County. Upon notice from the County concerning the conduct, demeanor, or appearance of any person in the employment of the Contractor not conforming to the provisions contained herein, the Contractor shall take all steps necessary to remove or alleviate the cause of the objection.

Q. Responsibilities of the Contractor

1. The Contractor shall ensure that all its drivers possess a valid State of California Department of Motor Vehicles (DMV) Class B (with appropriate endorsements) 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 when providing Services under this Contract.
2. The Contractor shall have at least three years' experience providing the same or similar fixed-route transit services for a government agency(ies).

3. The Contractor's Program Manager shall have at least three years' experience in managing the provision of fixed-route transit services with a fleet size of 1 to 10 vehicles.
4. Contractor shall designate a Maintenance Manager whose responsibility shall be to oversee and manage the day-to-day fleet maintenance of Service. The Contractor's Maintenance Manager shall have at least three years' experience in maintaining similar fleets of transit vehicles. Additionally, the Contractor's Maintenance Manager shall be National Institute for Automotive Service Excellence (ASE) Certified in the Medium/Heavy Duty Truck Series. The Contractor's Maintenance Manager shall maintain his/her ASE certification throughout the term of this Contract. The Contractor shall submit the Maintenance Manager's National Institute for Automotive Service Excellence (ASE) Certification in T-8 Preventive Maintenance Inspection (Medium/Heavy Truck) or an affirmative statement that the Contractor's Maintenance Manager will obtain one within 12 months after the contract start date or the Contractor will have a Maintenance Manager with the Certification within 12 months of the start of the contract.
5. The Contractor's maintenance facility shall be a fully licensed commercial truck facility, and/or bus maintenance facility, and/or repair facility. Licensing requirements include, but are not limited to, a California Business License.
6. The Contractor shall be solely responsible for the satisfactory work performance of all employees providing the Service and for payments of all employees' and/or subcontractors' wages and benefits. Without any additional expense to the County, the Contractor shall comply with all the requirements of employee liability, Workers' Compensation, employment insurance, and Social Security.

a. Program Manager

The Contractor shall designate one Program Manager whose responsibility shall be to oversee the day-to-day operations of the Service. This Program Manager shall have full authority to act for the Contractor and shall be reachable via telephone or cellular phone during the hours of this Service.

b. Road Supervisor

The Contractor shall employ a minimum of one Road Supervisor who shall be reachable at all times via telephone or cellular phone during the scheduled hours of this Service. The Contractor shall

inform the County's Contract Manager of the phone number where the Contractor's Road Supervisor can be contacted.

c. Office Personnel

The Contractor shall employ personnel from 8 a.m. to 5 p.m., Monday through Friday and during the Service's operating hours to answer inquiries from the public and respond to complaints regarding the Service. Office personnel shall have an e-mail address and have access to a computer during Service hours. Furthermore, office personnel shall be able to use Microsoft Word and Excel software. County personnel may, at their discretion, ask questions about the operation, maintenance, complaints, or status of vehicles, etc., via e-mail. Office personnel shall be able to research the County's questions with his/her superiors and respond to County's personnel via e-mail.

d. Vehicle Operators

The Contractor shall employ a sufficient number of properly licensed and qualified personnel to operate the equipment and to provide the required Service. The Contractor shall be responsible for the recruitment, controlled substance and alcohol testing, screening, testing, selection, training, scheduling, supervision, discipline, termination, and all other functions with regard to the Service vehicle operators. Operators' wages and work hours shall be in accordance with Federal, State, and local regulations as well as the County's Living Wage requirements affecting such employment.

(1) Operator Recruitment and Selection

The Contractor shall review a current DMV report on all applicants who would operate Service vehicles and shall reject any applicant who failed to appear in court for "Driving Under the Influence." The Contractor shall perform background checks on all applicants for vehicle operator and shall reject any applicant who has been convicted of any felony charge, which would affect the applicant's ability to perform as a vehicle operator in this Service.

The Contractor shall check DMV records (Pull Notice Program) at least every 6 months, beginning at the start of this Service for accidents, vehicle code violations, and valid driver's licenses of its employees whose job requires them to

operate vehicles for this Service. The Contractor shall notify the County within five business days of the results of said checks and indicate any corrective actions taken.

The Contractor shall join the Pull Notice Program, whereby the Contractor shall be notified of any activity on a transit vehicle operator's driving record. Any operator exceeding the DMV point system, or with a revoked or suspended license, shall not be allowed to operate a Service vehicle.

(2) Operator Requirements

The Contractor shall be required to meet and shall be responsible to ensure that each Service vehicle operator meets the following requirements.

- (a) All vehicle operators shall possess a valid California Class B driver's license, a valid Medical Examination Certificate as well as any other licenses required by applicable Federal, State, and local regulations. A vehicle operator who does not pass the medical examination shall not be permitted to operate a Service vehicle.
- (b) Vehicle operators shall assist passengers confined to wheelchairs in boarding all vehicles, assist with tie downs, and assist with securing lap belts if so requested by the passenger.
- (c) Vehicle operators shall be in a uniform acceptable to the County. Uniforms shall include both shirt/blouse and slacks. Drivers shall wear name tags clearly displaying their names while performing their duties. Coats and hats are not required, but if worn, they shall match the uniform and coats shall display the operator's name tag.
- (d) Vehicle operators shall assist passengers who have difficulty negotiating the steps of the vehicle. Vehicle operators shall make the lift available to such passengers if so requested by the passenger.
- (e) Regularly assigned vehicle operators or trained backup operators shall be available and on time daily to ensure consistent and reliable Service.

- (f) Each vehicle operator shall carry current certification of cardiopulmonary resuscitation (CPR) and first aid training at all times during vehicle operations.

(3) Operator Training

The Contractor shall be responsible for all vehicle operator training. The Contractor's 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:

- (a) Proper operation of the vehicle to be used in Service, including defensive driving and vehicle handling. Proper operation of destination signs, lifts and ramps, communication equipment, and other equipment to be used on vehicles.
- (b) DMV regulations and company policies.
- (c) Service routes, schedules, fare structure, and transit services in the vicinity.
- (d) Accident and emergency procedures and reports.
- (e) Public courtesy and empathy towards the needs of the elderly and persons with disabilities.
- (f) Training in special skills required to provide transportation to the elderly and persons with disabilities.
- (g) American Red Cross or County-approved equivalent training for CPR and first aid.
- (h) The Contractor shall provide regular and continual formal safety instruction for all operating personnel assigned to perform any activities under this Contract. This personnel shall be required to attend scheduled safety meetings at least four times per year.

e. Maintenance Personnel

The Contractor shall supply a sufficient number of properly qualified and "certified" personnel to maintain and service all County Vehicles for this Service. The 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. Wages and work hours shall be in accordance with Federal, State, and local regulations affecting such employment.

The Contractor's Maintenance Manager shall be ASE certified in the Medium/Heavy Truck Series and shall have at least three years' experience in maintaining similar fleets of transit vehicles.

- (1) Maintenance personnel shall have thorough knowledge of:
 - (a) Vehicle engines, automatic transmissions, and related mechanical devices.
 - (b) Methods and procedures used in servicing mechanical equipment.
 - (c) Vehicle chassis and bodies.
 - (d) Tools, precision instruments, equipment, and procedures used in the general repair and maintenance of vehicle equipment.
 - (e) Decimals, fractions, and specific math related to vehicle mechanics, electrical schematics, and pneumatic system as used in diagnosis of problems.
 - (f) Specialized areas, such as painting, upholstering, brake relining, air conditioning, and maintenance of wheelchair lifts and ramps.
 - (g) Vehicle electronics.
- (2) Maintenance personnel shall be able to:
 - (a) Inspect and repair vehicle engines, transmissions, and other parts.

(b) Diagnose vehicle engine, transmission, and electrical system problems.

(3) Mechanic Recruitment, Selection, and Supervision

The Contractor shall ensure all mechanics are experienced and/or certified to work on buses and are heavy-duty type mechanics at the journey level. The Contractor shall provide mechanics which are ASE certified and experienced in alternate fuel type buses.

The Contractor shall ensure that any mechanics working on the air conditioning units are properly qualified (certified) and supervised by a mechanic having a minimum of two years' experience in transit vehicle air conditioning diagnosis, service, and repair.

(4) Mechanic Training

The Contractor shall ensure all mechanics are properly trained and certified in the operation and maintenance of the vehicles and equipment specified for this Service. The Contractor shall provide mechanics with ongoing training in order to keep certifications current and to keep abreast of new maintenance techniques and equipment. The Contractor shall be responsible for providing personnel for effective maintenance of vehicles used in the performance of this Contract as indicated above. If Maintenance Personnel are not trained and certified as specified above, Liquidated Damages, Section Y, of this Exhibit shall apply.

R. Responsibilities of Public Works

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

S. Project Safety Official

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

T. Marketing and Advertising

The County will routinely provide all marketing, public relations, and advertising materials. The Contractor shall install such materials on the vehicles as requested by the County and shall distribute literature on Service vehicles as requested by the County. The posting of Service-related notices, etc., shall be subject to prior approval by the County.

The Contractor shall not place inside or outside any Service vehicle any form of advertising unless directly authorized in writing by the County. The terms and conditions of such advertising shall be subject to approval by the County. Proceeds of any advertisement shall be remitted to the County.

On occasion, the County may request the Contractor to design and produce a Service pamphlet (unfolded from 8-1/2 x 11 inches up to a maximum of 11 x 17 inches) that includes at a minimum:

1. Map highlighting the shuttle Service route(s).
2. The Service days of the week and hours of operation.
3. A listing of all bus stops.
4. Highlighting major stops and key transfer locations.
5. Contact telephone number (staffed by the Contractor with a person available to log complaints and suggestions during Service hours and a message system to receive after-hour calls).
6. Los Angeles County mailing address for receiving comments from the public.
7. If requested, a point of contact telephone number at the County of Los Angeles Department of Public Works.

8. Other regional transit Service provider information.
9. Fare information.

After inspection and approval in writing by the Contract Manager, the Contract Manager will direct the Contractor to proceed with the pamphlet and will authorize the Contractor to pass-through the costs related to the design and production of this pamphlet.

U. Operation During A Declared Emergency

Upon declaration of any emergency by appropriate government representatives, the 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, the Contractor shall cooperate with and deploy vehicles in a manner described by the County Sheriff or local police. The Contractor shall notify the Contract Manager the same business day of the request to alter the deployment of Service vehicles.

V. Operating Performance Standards

1. Vehicle Standards

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

2. Service Standards

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

The 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 the Contractor, fair to the customer, and consistent with the County's expectations:

a. On-Time Service

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

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

b. Road Calls

In the event of a vehicle failure, the Contractor shall immediately deploy a spare vehicle with a wheelchair lift or ramp and working air conditioning to transport the passengers aboard the failed vehicle.

c. Complaints

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

d. Vehicles

If the Contractor has knowledge that any of the equipment herein described will be nonoperational for a period of more than 24 hours during the term of this Contract, the Contractor shall notify the Contract Manager. The Contractor shall arrange for substitute equipment as approved by the Contract Manager at no additional cost to the County. However, in the event that any of the vehicles are estimated to be nonoperational for a prolonged period of time, the Contractor shall furnish a substitute vehicle subject to all the conditions of this Contract.

W. Service Records and Reports

1. General Requirements

The Contractor shall maintain separate complete and accurate books, records, and reports that relate to Service and as required herein.

The 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 the County and the State of California at reasonable times during normal working hours.

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

2. Project 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. These reports shall be submitted to the County according to the established reporting schedule. Operational reports shall include, but are not limited to, the categories described below. The Contractor shall prepare a format for each of the reports described below and submit the format to the County for approval. The Contractor shall be responsible for maintaining an adequate supply of each report form, including the preparation of all necessary copies.

a. Trip Reports

The Contractor shall require each driver of each Service vehicle to prepare a daily report on a form approved by the County indicating the vehicle fleet number, the vehicle mileage ("begin" and "end" odometer), the number of passengers that boarded each Service vehicle, the amount of revenue collected on each Service vehicle, and the number of wheelchair boardings. The report shall be compiled for the period of a month and shall include a summary thereof. The summary shall indicate any trips that departed early or late in a format approved by the County. The Contractor shall submit the report no later than the 15th day of the following month.

b. Service Reports

The Contractor shall submit to County a report indicating the actual number of Service hours, Service miles, total vehicle hours, and total vehicle miles operated. 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. The report shall be submitted no later than the 15th day of the following month and shall be made in a format approved by the County.

c. Daily Pretrip Vehicle Inspection Reports

The Contractor shall cause each driver of each Service vehicle to perform a daily pretrip vehicle inspection and daily 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. A report of the weekly maintenance inspections, which supplement the daily pretrip inspections, shall be kept by the Contractor, and a copy shall be submitted to the County no later than the 15th day of the following month. The Daily Pretrip Inspection Reports shall be retained on file by the Contractor for a minimum of two years.

d. Daily Posttrip Vehicle Inspection Reports

The Contractor shall cause each driver of each Service vehicle to perform a daily posttrip vehicle inspection and daily 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.

e. Weekly Maintenance Inspections Report

A report of the weekly maintenance inspections, which supplement the daily pretrip and posttrip vehicle inspections, shall be kept by the Contractor, and a copy shall be submitted to the County no later than the 15th day of the following month. The Daily Pretrip and Posttrip Vehicle Inspection Reports shall be retained on file by the Contractor for a minimum of three years after the audit is completed.

f. Missed Trip Report

A summary report of missed trips for the month shall be submitted. The explanation for the missed trip(s) shall be specified along with the dates and times, the vehicle, the trip number, and the affected total revenue hours.

g. California Highway Patrol Reports

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

h. Operational Problems and Passenger Complaint Reports

The Contractor shall document operational problems or passenger complaints and describe any action taken regarding these problems. Copies of said documentation shall be submitted to the County by the working day following identification of the operational problem or receipt of such passenger complaint. The Contractor shall submit to the County a summary of problems and complaints no later than the 15th day of the following month.

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

i. Accident/Incident Data Reports

The Contractor shall submit a monthly summary report of all accidents (collision and noncollision) involving the 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. The Contractor shall notify the Contract Manager within 24 hours of any of the following accidents/incidents:

- (1) Collisions between a Service vehicle and another vehicle, person, and/or object.

- (2) Passenger accidents including falls while passengers are entering, occupying, or exiting the Service vehicle.
- (3) Passenger disturbances, fainting, sickness, deaths, assaults, etc.
- (4) Any accidents witnessed by the Contractor's operator(s).
- (5) Vandalism to Service vehicle while in Service.
- (6) Passenger complaints of injury or property damage or other circumstances likely to result in the filing of claims against the Contractor and/or the County.
- (7) Any passenger, driver, supervisor, and Service complaint that arises from an accident. If the accident/incident involves injuries or extensive property damage, the County shall be notified immediately (regardless of hour or day).

j. National Transit Database Reports

At the County's sole discretion, the Contractor may be required to collect and provide NTD data/reports electronically to both the County and the Metropolitan Transportation Authority (Metro). The Contractor is responsible to prepare and submit the following NTD data/reports:

- (1) Monthly Passenger/Mile Sampling – Based on Metro's monthly selection of bus stop locations, the Contractor shall collect and provide the required data no later than the 27th day of the following month.
- (2) Form MR20 (Exhibit N) – Contractor shall prepare and submit this completed form on a monthly basis no later than the 25th day of the following month.
- (3) Annual NTD Reports – Contractor shall prepare and submit an annual NTD report in accordance with the Federal Transit Administration NTD Guidelines, as amended, no later than 30 days after the end of each fiscal year. Contractor shall also attend the annual NTD Reporting Workshop offered by Metro.

For further information on how to obtain NTD reporting forms and reference documents, Contractor shall contact Los Angeles County

Metropolitan Transportation Authority, at (213) 922-2810. Contractor shall certify that the data is accurate and shall develop an auditing procedure acceptable to County, for the annual report. Contractor shall maintain and make available to County, and/or appropriate agencies, records and back up information pertaining to the annual NTD data/reports that are submitted for a minimum period of three years.

k. Financial Records

The Contractor shall establish and maintain, within a separate account, all project revenue and expenditures and any other relevant financial records or documents.

l. Maintenance Records and Reports

The Contractor shall provide the County the following reports within 15 days after the end of the month.

(1) Preventative 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 the County recommendations. Daily Vehicle Condition reports shall be submitted to the County upon request. The PMI Reports shall be retained on file by the Contractor for a minimum of two years after this Contract's expiration/termination.

(2) 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, 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, the reason for the road call, and what was done to fix the problem.

(3) Service Vehicle Downtime Report

Report shall include details of which Service vehicle(s) were out of service, how long each vehicle was out of service, and the cause.

(4) Mechanical Defect Reports

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

(5) Narrative Report

Report shall detail what occurred during the reporting period and analysis of any trends.

The Contractor shall maintain an individual file for each Service vehicle. 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 the County to enable it to accurately evaluate the Contractor's maintenance performance and the operating expense associated with Service vehicles and equipment.

(6) Controlled Substance and Alcohol Testing Reports

The Contractor shall implement, as a minimum, the Controlled Substance and Alcohol Testing Program as specified in Exhibit J or as may be required by rules and regulations issued by the United States Department of Transportation (DOT) and described in Title 49, Code of Federal Regulations (CFR), Part 655, "Prevention of Alcohol Misuse and Prohibited Drug use in Transit Operations," dated October 1, 2003, or as subsequently amended. The Contractor's policies may supersede policies specified in Exhibit J only when they can be shown to the Contract Manager's satisfaction to be more stringent than those policies shown in Exhibit J. The County will not indemnify the Contractor for disciplinary actions imposed that exceed those specified in Exhibit J.

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

X. Federal Transit Administration Requirements

As required by the FTA all third party contracts using Federal dollars must comply with contract requirements under the FTA Circular 4220.1E. The Contractor shall comply with the FTA compliance section as specified in Exhibit H.

Y. Liquidated Damages

It is mutually understood and agreed that the Contractor's failure to meet operating performance standards will result in damages being sustained by the 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 the Contractor's breach. The Contract Manager may either deduct any assessed liquidated damages from any payments otherwise due to the Contractor or invoice the Contractor for any said liquidated damages.

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.

1. On-Time Performance

In the event that the Contractor fails to meet any on-time performance standard, as specified in Exhibit E, it is agreed that the County may, at its sole discretion, assess against the Contractor liquidated damages in the amount of \$500 per incident, up to a maximum of \$5,000 per month, if within any 30-day period any of the following incidents occur on a route after the occurrence of one substantiated incident on the same route during such 30-day period:

- a. A Service trip departs in advance of schedule departure time at any designated time point.
- b. A Service trip departs more than 5 minutes following the time set forth for departure at any designated time point.

- c. A Service trip fails to arrive at the timed transfer point 5 minutes before the next departure.

2. Vehicles Not Available

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

3. Excessive Complaints

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

4. Reporting

The Contractor shall submit monthly reports, including ridership, on-time performance, driver logs, safety, and marketing activities in a form approved by County within 15 days after the end of each month unless more time is approved by the County. The Contractor shall submit the quarterly Controlled Substance and Alcohol Testing Program report within 15 days after the end of each quarter. NTD Reports shall be submitted within the due dates required. Liquidated damages of \$50 per day may be assessed for late reports. (This provision does not apply to Contractor's submittal of certified monitoring reports under the County's Living Wage Program.)

5. Shut Down of Vehicles

If any Service vehicle is shut down or deadlined as a result of being "Red Tagged" (removed from Service) or as a result of an unsatisfactory rating by the CHP, liquidated damages of \$250 per day per vehicle during the shut down, up to a maximum of \$1,000 per vehicle per month.

6. Preventive Maintenance

The PMIs shall be performed every 3,000 miles or 45-day intervals, whichever comes first, but in no case shall inspections exceed 3,500-mile intervals. Failure to meet this standard will result in nonpayment for Service miles or hours operated by vehicles exceeding the PMI intervals or liquidated damages of \$500 per vehicle per day, whichever is higher.

7. Deficient Vehicle Conditions

In the event that any Service vehicle is rejected by the Contract Manager as a result of deficient mechanical condition or unacceptable vehicle appearance, the liquidated damages shall be \$200 per day per vehicle until the condition is corrected to the satisfaction of the Contract Manager. If the Contractor has documentation indicating that the condition of the vehicle cannot be corrected due to the availability of parts, then the Contract Manager, at his sole discretion, may waive the liquidated damages until the parts are available.

8. Engine Smoke

Each Service vehicle shall fully comply with any and all applicable Federal, State, local emissions rules, regulations, and/or requirements. If any Service vehicle fails to pass a smoke test the liquidated damages shall be \$200 per occurrence. If a complaint letter or compliance form is received regarding a Service vehicle from the CARB, the SCAQMD, the CHP, or other governmental agency authorized to issue such a letter or form, the liquidated damages shall be \$200 per occurrence. If such complaint is found to be without merit, the Contract Manager, at his sole discretion, may waive the liquidated damages. If a Service vehicle received a citation for smoke from the CARB, the SCAQMD, the CHP, or other governmental agency authorized to issue such citation, the Contractor shall be liable for the citation in addition to the liquidated damages stated in this paragraph.

9. Permanent Vehicle Rejection

In the event any Service vehicle is rejected permanently by the Contract Manager as a result of vehicle condition, the Contractor shall replace said vehicle and will be assessed \$200 per day per vehicle in liquidated damages until vehicle is replaced with one that is satisfactory to the Contract Manager.

10. 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, the Contractor will be assessed \$25 per occurrence in liquidated damages.

11. Vehicle Warranty

If due to the Contractor's negligence of vehicle preventive maintenance program, as determined by the Contract Manager, any warranty coverage of the County Vehicles is lessened or invalidated, liquidated damages of \$500 per occurrence shall be assessed.

12. Off Routing

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

13. Maintenance Personnel

If Maintenance Personnel are not trained and/or ASE Certified as specified above in this Exhibit, liquidated damages of \$200 per maintenance employee per month will be assessed.

- a. In any case of the Contractor's failure to meet certain specified performance requirements, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or untimely or inadequate performance nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.
- b. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:
 - (1) All of the time limits and acts required to be done by both parties are of the essence of the Contract;
 - (2) The parties are both experienced in the performance of the Contract work;
 - (3) 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;

- (4) The parties are not under any compulsion to contract;
- (5) The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and 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;
- (6) It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and
- (7) 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.

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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, Scope of Work (Specifications), Exhibit B - Service Contract General Requirements, Exhibit C - Internal Revenue Service Notice 1015, Exhibit D - Safely Surrendered Baby Law Posters, 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 these 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.

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.

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 Administrative 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 Administrative Officer. To implement such changes, an amendment 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; however, that the aggregate of all such extensions during the life of this Contract shall not exceed 120 days.

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 termination of this Contract. In the event of such 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 Board adopts, in any fiscal year, a County budget which provides for reduction in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, 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 Contractor under this Contract shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within 30 days of the Board's approval of such actions. Except as set forth in the preceding sentences, Contractor shall continue to provide all of the services set forth in this Contract.

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 Re-employment 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 re-employment list during the life of this Contract.

K. Consideration of Hiring GAIN/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 or 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/GROW participants by category to Contractor.
2. In the event that both laid-off County employees and GAIN/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 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, County, its Board, agents, officers, and employees 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 (non-facsimile) 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 County and its Board, agents, officers, and employees 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. 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.

U. 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.

V. Non Exclusivity

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.

W. No Payment for Services Provided Following Expiration/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 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/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/termination of this Contract.

X. 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.

Y. 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.

Z. 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).

AA. 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.

BB. Publicity

1. 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:

- a. Contractor shall develop all publicity material in a professional manner.
- b. 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.
- c. 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.

CC. 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 Request for Proposals (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.

DD. 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 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, Contractor agrees, should County or its authorized representatives determine, in County's sole discretion, that it is necessary or appropriate to review a broader scope of Contractor's records (including, certain records related to non-County contracts) to enable County to

evaluate Contractor's compliance with County's Living Wage Program, Contractor shall promptly and without delay provide to County, upon the written request of 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 County under this Contract, including without limitation, records relating to work performed by said employees on Contractor's non-County contracts. Contractor further acknowledges that the foregoing requirement in this paragraph relative to Contractor's employees who have provided services to County under this Contract is for the purpose of enabling County in its discretion to verify Contractor's full compliance with and adherence to California labor laws and 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 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 materials and information prior to such time. All such materials and information shall be maintained by Contractor at a location in County, provided that if any such materials and information 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 materials and information at such other location.

EE. 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.

FF. 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 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.

GG. 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.

HH. 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.

II. 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 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

A. Termination 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 terminate this Contract pursuant to this Exhibit's Termination for Default, and pursue debarment of Contractor pursuant to Los Angeles County Code Chapter 2.202.

B. Termination for Convenience

- a. This Contract may be 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. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than 10 days after the notice is sent.
- b. After receipt of a notice of termination and except as otherwise directed by County, Contractor shall:
 - Stop work under this Contract on the date and to the extent specified in such notice, and
 - Complete performance of such part of the work as shall not have been terminated by such notice.
- c. 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.
- d. If this Contract is terminated, Contractor shall complete within the Director's termination date contain within the Notice of 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 for Default

1. County may, by written notice to Contractor, terminate the whole or any part of this Contract, if, in the judgment of the Contract Manager:
 - 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 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 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 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 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 had been issued pursuant to this Exhibit's Termination 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 for Improper Consideration

1. County may, by written notice to Contractor, immediately 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, County shall be entitled to pursue that 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) 554-6861.
3. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

E. Termination for Insolvency

1. County may 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 for Non-Adherence 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 terminate for default or suspend this Contract.

G. Termination for Non-appropriation 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 shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County will notify Contractor in writing of any such non-allocation 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. 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 termination of this Contract for default.

L. Public Convenience

Contractor shall so 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 County, its Special Districts, elected and appointed officers, employees, and agents 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, including, but not limited to, claims or damages for property damage, personal injury, death, claims, or damages under the Comprehensive Environmental Response, Compensation, and Liability Act, the California Health & Safety Code or pursuant to any Federal, State, or local environmental law, regulation or mandate, administrative or judicial. Contractor shall not be obligated to indemnify County for the active negligence of County.

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 County, its board, Special Districts, officers,

employees, and agents 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 during the term of this Contract, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County. Such coverage shall be provided and maintained at Contractor's own expense.
2. Evidence of Insurance - Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing work under this Contract. Such certificates or other evidence shall:
 - a. Specifically identify this Contract;
 - b. Clearly evidence all coverage required in this Contract;
 - c. Contain the express condition that County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance;
 - d. Include copies of the additional insured endorsement to the commercial general liability policies, adding County, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Contract; and
 - e. Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insurance retentions as they apply

to County, or require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

3. Insurer Financial Rating: Insurance is to be provided by an insurance company acceptable to County with an A. M. Best rating of not less than A:VII, unless otherwise approved by County.
4. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.
5. Notification of Incidents, Claims, or Suits: Contractor shall report to County's Contract Manager:
 - a. Any accident or incident relating to work performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.
 - b. Any third-party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract.
 - c. Any injury to a Contractor's employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the Contract Manager.
 - d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Contract.

E. Compensation for County Costs

In the event that 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 County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors

Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

1. Contractor providing evidence of insurance covering the activities of subcontractor; or
2. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

G. Insurance Coverage Requirements

1. General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following. (Can be met by a combination of primary and excess insurance coverage):
 - a. General Aggregate: \$2 million
 - b. Products/Completed Operations Aggregate: \$1 million
 - c. Personal and Advertising Injury: \$1 million
 - d. Each Occurrence: \$1 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), \$5 million.
 - b. Seating capacity of 15 passengers or less (including driver), \$1.5 million.
 - c. Taxicabs as defined by Vehicle Code Section 27908, a minimum of \$100,000 per person, \$300,000 per occurrence, and \$50,000 property damage or a combined single limit of \$300,000.

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

3. Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other Federal law for which Contractor is responsible.
4. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:
 - a. Each Accident: \$1 million
 - b. Disease - policy limit: \$1 million
 - c. Disease - each employee: \$1 million
5. As a condition precedent to its performance pursuant to this Contract, Contractor, by and through its execution of this Contract, certifies that it is aware of, and understands, the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with those provisions before commencing the performance of work under this Contract, and agrees to fully comply with said provisions.
6. Property Coverage insurance shall be endorsed naming County as loss payee, provide deductibles of no greater than five percent of the property value, and shall include:
 - a. Personal Property: Automobiles and Mobile Equipment - Special form "all risk" coverage for the actual cash value of County-owned or leased property.
 - b. Real Property and All Other Personal Property - Special form "all risk" coverage for the full replacement value of County-owned or leased property.

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 terminate any or all existing contracts Contractor may have with County.

C. Non-Responsible 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, 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

1. 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: 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, 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:** 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, 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.

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, terminate this Contract.

J. Contractor Standards

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

K. Neutrality in Labor Relations

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

SECTION 10

DISPLACED TRANSIT EMPLOYEE PROGRAM
California Labor Code 1070 through 1074

- 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 Form PW-13 indicating that they will do so in their proposal.

- B. If the Contractor has declared in Form PW-13 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.
- B. 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 2006)

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 2006 are less than \$38,348 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, 2007.

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 the IRS website at www.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 the 2006 Instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2006 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 2006 and owes no tax but is eligible for a credit of \$824, he or she must file a 2006 tax return to get the \$824 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2007 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice 1015 (Rev. 12-2006)
Cat. No. 205991

No shame.

No blame.

No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafeLA.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grandland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Dom Chabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INEO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safety Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

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

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safety Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safety Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safety Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.



En el Condado de Los Angeles:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org



Estado de California
Gmy Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Granddunham, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Director



Consejo de Supervisores del Condado de Los Angeles
Glenn Molina, Supervisora, Primer Distrito
Wonne Brattonville Burke, Supervisor, Segundo Distrito
Zeljko Slavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael B. Antonovitch, Supervisor, Quinto Distrito

Esta iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles.

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

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿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 del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

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

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

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

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

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

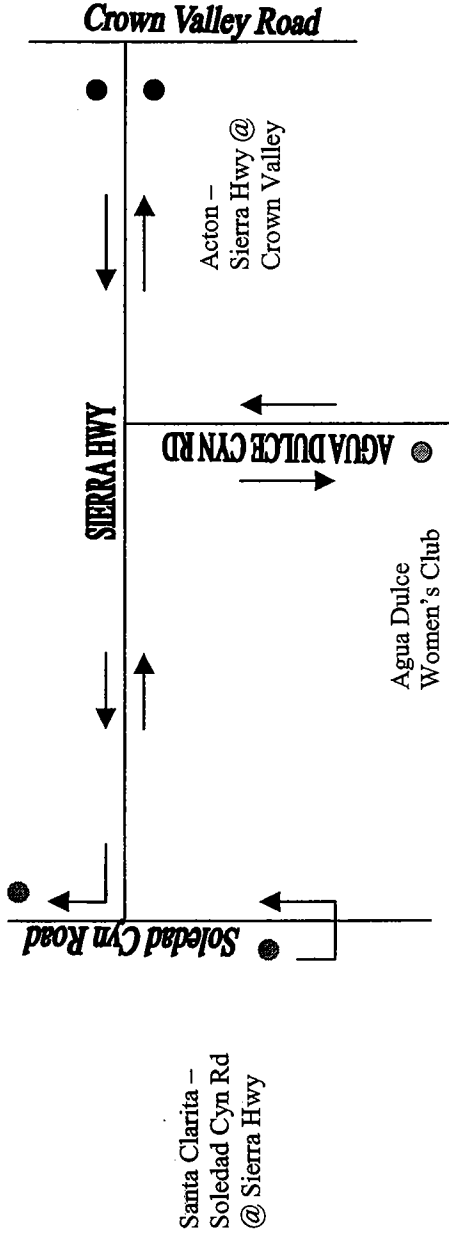
A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarlos a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

Acton-Agua Dulce Route

EXHIBIT E



(MONDAY, WEDNESDAY, AND SATURDAY SERVICE)

MORNING

ACTON - CURB-TO-CURB SERVICE
 SHUTTLE STOP: NORTHWEST CORNER
 SIERRA HIGHWAY @ CROWN VALLEY ROAD SCT BUS STOP

AGUA DULCE - CURB-TO-CURB SERVICE
 SHUTTLE STOP: AGUA DULCE WOMEN'S CLUB

SANTA CLARITA
 NORTHEAST CORNER ON SOLEDAD CYN ROAD @ SIERRA HWY
 (Transfer Point with Santa Clarita Transit)

CURB-TO-CURB SERVICE IN THE SANTA CLARITA AREA As needed from 10:05 - 10:40

SANTA CLARITA
 SOUTHEAST CORNER ON SOLEDAD CYN ROAD @ SIERRA HWY
 (Transfer Point with Santa Clarita Transit)

AGUA DULCE - CURB-TO-CURB SERVICE
 SHUTTLE STOP: AGUA DULCE WOMEN'S CLUB

ACTON
 SHUTTLE STOP: BUS STOP SIGN ADJACENT TO SHELL GAS STATION
 CURB-TO-CURB SERVICE

9:00 - 9:15
 DEPART 9:15
 9:30 - 9:45
 DEPART 9:45
 ARRIVE 10:05

AFTERNOON

ACTON - CURB-TO-CURB SERVICE
 SHUTTLE STOP: NORTHWEST CORNER
 SIERRA HIGHWAY @ CROWN VALLEY ROAD SCT BUS STOP

AGUA DULCE - CURB-TO-CURB SERVICE
 SHUTTLE STOP: AGUA DULCE WOMEN'S CLUB

SANTA CLARITA
 NORTHEAST CORNER ON SOLEDAD CYN RD @ SIERRA HWY
 (Transfer Point with Santa Clarita Transit)

CURB-TO-CURB SERVICE IN THE SANTA CLARITA AREA As needed from 3:05 - 3:40

SANTA CLARITA
 SOUTHEAST CORNER SOLEDAD CYN RD @ SIERRA HWY
 (Transfer Point with Santa Clarita Transit)

AGUA DULCE - CURB-TO-CURB SERVICE
 SHUTTLE STOP: AGUA DULCE WOMEN'S CLUB

ACTON
 SHUTTLE STOP: BUS STOP SIGN ADJACENT TO SHELL GAS STATION
 CURB-TO-CURB SERVICE

2:00 - 2:15
 DEPART 2:15
 2:30 - 2:45
 DEPART 2:45
 ARRIVE 3:05

*CURB-TO-CURB SERVICE IS FOR SENIOR CITIZENS AND PEOPLE WITH DISABILITIES ONLY
 *DRIVERS WILL ALSO ASSIST YOU IN AND OUT OF THE VEHICLE WITH YOUR GROCERY BAGS OR PARCELS, BUT WILL NOT CARRY THEM TO YOUR DOOR.

ACTON-AGUA DULCE TRANSIT SERVICE
PROPOSED COUNTY-OWNED NEW VEHICLE SPECIFICATIONS

- 2007 or 2008 Model El Dorado National Aero Elite 270 (Cal Trans Type 7)
- 102" Exterior width
- 27 feet - Overall length
- 22 passengers or 16 passengers with two (2) wheelchair positions
- Minimum 19,000 LB GVWR
- 195" wheelbase
- Four (4) Wheel Disc Brakes
- ABS brake system
- 7,000 lbs. front axle (GAWR)
- 12,000 lbs. rear axle (GAWR)
- 150 AMP alternator
- GM 8.1L propane, 60 gallon equivalent fuel capacity, 295 HP
- Spare tire and wheel (one per vehicle). Identical to type and size as those on the vehicle.
- Tilt and telescopic steering column
- Allison 2000 transmission with Hill Holder
- Backup alarm warning
- Hubodometer
- Air-operated door
- Hydraulic wheelchair lift
- 24,500 BTU driver area air-conditioning system
- 35,000 BTU passenger area heater
- Passenger pull cord system
- "Stop Requested" sign
- Public address system with gooseneck microphone
- Backup alarm
- Deceleration alert rear lights
- Directional signals
- Seating for twenty-two (22) passengers, with six (6) flip-up-type seats
- ADA compliant securement system for two (2) wheelchair passengers
- Intermittent wipers
- Rear collision avoidance light
- Fluorescent interior lighting
- Internal public address system with gooseneck microphone
- Radio two-way, prewire and antenna
- Ribbed isle flooring, rubber
- Carpeted kick panels
- Driver's barrier, top and bottom sections
- Rear view interior mirror
- Motorized and heated exterior mirror
- Passenger assist handrails, left and right side of aisle at front door
- Vertical stanchions throughout perimeter seating
- Ceiling grab rails with hand straps
- Transit care graffiti guard window inserts or 3M Graffiti film on passenger windows
- Passenger pull cord signal system with chime and dash light
- Front assembly heating and air conditioning
- Remote control transpec roof hatch
- Main Treasury farebox
- First aid kit, fire extinguisher, and tri-reflectors
- Body fluid kit
- Fare Box

ACTON-AGUA DULCE TRANSIT SERVICE
CONTRACTOR VEHICLE SPECIFICATIONS

Section I

- 2003 or newer standard 25 ft Class 3 vehicle
- Propane (LPG), or Compressed Natural Gas (CNG)
- Minimum 14,000 LB GVWR
- 5,900 lbs. front axle (GAWR)
- 10,000 lbs. rear axle (GAWR)
- Spring suspension front and rear (option for rear air)
- 159 to 178 inch wheelbase
- Four (4) Wheel Disc Brakes
- 16 passengers including two (2) wheelchairs
- Folding seats are provided in the wheelchair area, which cannot be used while wheelchairs are on board
- Vertical stanchions throughout perimeter seating
- 86,000 BTU passenger area air-conditioning system
- 24,500 BTU driver area air-conditioning system
- 35,000 BTU passenger area heater
- Passenger pull cord system
- "Stop Requested" sign
- Public address system with gooseneck microphone
- Backup alarm
- Ricon model S-2005 fully automatic wheelchair lift to include: manual backup, handrails, California brake interlock, lift pad kit, lift lighting, meeting all ADA requirements or Director approved equal.
- ADA-compliant securement system for two (2) wheelchair passengers
- 10 lbs. ABC Fire Extinguisher, first-aid kit, reflector kit, body fluid kit
- Inside and outside signage
- Fare box

Section II

- If Section I vehicle type is not available, then gasoline-powered cutaway vehicle may be offered in substitution.
- 2003 or newer, standard 25 ft Class 3 vehicle
- 16 passengers including two (2) wheelchairs
- Minimum 14,000 LB GVWR
- 159 to 178 inch wheelbase
- Four (4) Wheel Disc Brakes, 14.75' diameter
- 7,000 lbs. front axle (GAWR)
- 10,000 lbs. rear axle (GAWR)
- Spring suspension front and rear (option for rear air)
- Folding seats are provided in the wheelchair area, which cannot be used while wheelchairs are on board
- Vertical stanchions throughout perimeter seating
- 86,000 BTU passenger area air-conditioning system
- 24,500 BTU driver area air-conditioning system
- 35,000 BTU passenger area heater
- Passenger pull cord system

EXHIBIT G

- "Stop Requested" sign
- Public address system with gooseneck microphone
- Backup alarm
- Ricon model S-2005 fully automatic wheelchair lift to include: manual backup, handrails, California brake interlock, lift-pad kit, lift lighting, meeting all ADA requirements, or Director approved equal.
- ADA-compliant securement system for two (2) wheelchair passengers
- 10 lbs. ABC Fire Extinguisher, first-aid kit, reflector kit, body fluid kit
- Inside and outside signage
- Fare box

FEDERAL TRANSIT ADMINISTRATION (FTA) COMPLIANCE SECTION FOR THIRD PARTY CONTRACT REQUIREMENTS

A. Fly America Requirements

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding Agreement provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any County of Los Angeles requests that would cause the County of Los Angeles to be in violation of the FTA terms and conditions.

B. Charter and School Bus Operations

The Contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally-funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

C. Energy Conservation

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

D. Clean Water

- (1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq. The Contractor agrees to report each violation to the County of Los Angeles and understands and agrees that the County of Los Angeles will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

E. Lobbying

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 (to be codified at 2 U.S.C. 1601, et seq.) - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal contract, grant, or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient

1. **CERTIFICATION REGARDING LOBBYING**
 Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned contractor certifies, to the best of his or her knowledge and belief, that:

- (1) No federal-appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than federal-appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official
Name/Title of Contractor's Authorized Official
Date

G. Access to Records

The following access to records requirements apply to this Contract:

- 1) In accordance with 49 C. F. R. 18.36(i), the contractor agrees to provide the County of Los Angeles, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. The contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO contractor access to contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- 2) In accordance with 49 U.S.C. 5325(a), if contractor enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a) through other than competitive bidding, the contractor shall make available records related to the Contract to the County of Los Angeles, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of these offices or agencies for the purposes of conducting an audit and inspection.
- 3) The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 4) The contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case the contractor agrees to maintain same until the County of Los Angeles, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
- 5) FTA does not require the inclusion of these requirements in subcontracts.

H. Federal Changes

The contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between County of Los Angeles, State of California, and FTA, as they may be amended or promulgated from time to time during the term of this Contract. The contractor's failure to so comply shall constitute a material breach of this Contract.

I. Clean Air

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq. The contractor agrees to report each violation to the County of Los Angeles and understands and agrees that the County of Los Angeles will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

J. Recycled Products

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

K. Contract Work Hours and Safety Standards

- (1) **Overtime requirements** - No Contractor or Subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40-hours in such workweek.
- (2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated

damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- (3) **Withholding for unpaid wages and liquidated damages** - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) **Subcontracts** - The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

L. No Obligation by the Federal Government.

- 1) County of Los Angeles and the contractor acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the federal government, the federal government is not a party to this Contract and shall not be subject to any obligations or liabilities to the County of Los Angeles, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.
- 2) The contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

M. Program Fraud and False or Fraudulent Statements or Related Acts.

- (1) The contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801, et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. 31, apply to its actions pertaining to this Service. Upon execution of the underlying Agreement, the contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, the contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the contractor to the extent the federal government deems appropriate.
- (2) The contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the federal government under a contract connected with a project or service that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5307(n)(1) on the contractor, to the extent the Federal Government deems appropriate.
- (3) The contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

N. Termination**1. Termination for Convenience**

The County of Los Angeles may terminate this Contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to County of Los Angeles to be paid to the Contractor. If the Contractor has any property in its possession belonging to the County of Los Angeles, the Contractor will account for the same, and dispose of it in the manner the County of Los Angeles directs.

2. Termination for Default

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the Contract is for services, the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any other provisions of the Contract, the County of Los Angeles may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the Contract.

If it is later determined by the County of Los Angeles that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the County of Los Angeles, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

3. Opportunity to Cure

The County of Los Angeles in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 30 calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If the Contractor fails to remedy to County of Los Angeles' satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within 10 business days after receipt by the contractor of written notice from the County of Los Angeles setting forth the nature of said breach or default, County of Los Angeles shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude County of Los Angeles from also pursuing all available remedies against the Contractor and its sureties for said breach or default.

4. Waiver of Remedies for any Breach.

In the event that County of Los Angeles elects to waive its remedies for any breach by the contractor of any covenant, term, or condition of this Agreement, such waiver by County of Los Angeles shall not limit County of Los Angeles' remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

O. Suspension and Debarment

This Contract is a covered transaction for purposes of 49 CFR 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing below and submitting its proposal, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by the County of Los Angeles. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the County of Los Angeles, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any Agreement that may arise from this offer. The contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

_____ Signature of Contractor's Authorized Official
Name and Title of Contractor's Authorized Official
Date

P. Contracts Involving Federal Privacy Act Requirements

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the federal government under any contract.

- (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. 552(a). Among other things, the contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Contract.

- (2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with federal assistance provided by FTA.

Q. Civil Rights

- (1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable federal implementing regulations and other implementing requirements FTA may issue.
- (2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying Contract:
 - (a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. 2000e, and Federal transit laws at 49 U.S.C. 5332, the contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the Service. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- (b) Age - In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. 623 and federal transit law at 49 U.S.C. 5332, the contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 - (c) Disabilities - In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. 12112, contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R.1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
- (3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.

R. Breaches and Disputes

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the County of Los Angeles, Director of Public Works. This decision shall be final and conclusive unless within 10 business days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the County of Los Angeles' Director of Public Works. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the County of Los Angeles' Director of Public Works shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the County of Los Angeles' Director of Public Works, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents, or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the County of Los Angeles and the Contractor arising out of or relating to this agreement or its breach will be

decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of California.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by the County of Los Angeles, or the Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

S. Transit Employee Protective Provisions.

- (1) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. 5311 in Nonurbanized Areas

If the Contract involves transit operations financed in whole or in part with federal assistance authorized by 49 U.S.C. 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

- (2) The Contractor also agrees to include the any applicable requirements in each sub-agreement involving transit operations financed in whole or in part with federal assistance provided by FTA.

T. Drug and Alcohol Testing

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR 655, produce any documentation necessary to establish its compliance with Parts 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the California Department of Transportation, or the County of Los Angeles, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR 655 and review the testing process. The Contractor agrees further to certify annually its compliance with 655 before December 31 and to submit the Management Information System (MIS) reports before December 31 to the County of Los Angeles' Director of Public Works. To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

U. Disadvantaged Business Enterprise Program

- A) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%.
- B) The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the County of Los Angeles deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- C) Contractor will be required to report its DBE participation obtained through race neutral means throughout the term of the contract.
- D) The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 calendar days after the contractor's receipt of payment for that work from the County of Los Angeles. In addition, is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this Contract is satisfactorily completed.
- E) The contractor must promptly notify the County of Los Angeles, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the County of Los Angeles.

V. Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any County requests which would cause the County to be in violation of the FTA terms and conditions.

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 percentage in full cost is less than 5%, no fuel adjustment will be granted.

CONTROLLED SUBSTANCE AND ALCOHOL TESTING PROGRAM1. Substance Abuse Testing

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

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

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

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

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

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

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

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

2. Mandatory drug testing within three (3) hours of a traffic accident or incident giving rise to a suspicion of substance abuse

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

Names of individuals shall be chosen for random testing on a schedule designed to test 25 percent 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 6 hours notice prior to his or her appointment for the test.

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

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

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

4. Double Testing

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

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

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

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

c. Institute A Review Procedure

The Provider 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 Provider, an employee representative (who shall be an employee of the Provider), 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 Provider'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 Provider. 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 Provider will not refuse to honor a criminal or civil subpoena relative thereto.

3. Liability

The County shall indemnify, defend, and hold harmless the Provider, 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 Provider 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**

Provider: _____ 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

I. <u>RANDOM TESTING</u>	<u>DRIVERS</u>	<u>MECH.</u>	<u>OTHER</u>	<u>TOTAL</u>
a. Number of drivers and mechanics assigned to 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. <u>PRE-EMPLOYMENT TESTING</u>				
a. Number of potential employees tested	_____	_____	_____	_____.
b. Number of positive tests results	_____	_____	_____	_____.
c. Action taken on positive tests	_____	_____	_____	_____.
III. <u>INCIDENT-RELATED TESTING</u>				
a. Number of employees tested	_____	_____	_____	_____.
b. Number of positive tests results	_____	_____	_____	_____.
c. Number of positive second tests	_____	_____	_____	_____.
d. Action taken due to second positive tests	_____	_____	_____	_____.

Prepared By _____

Date _____

TRANSIT SECURITY PLAN

EXHIBIT K "Intentionally left blank" (Upon award of Contract, the approved Transit Security Plan will be attached herein.)

VEHICLE APPEARANCE/CLEANLINESS CHECKLIST

Date/Time _____ Vehicle No. _____

Checked BY _____

EXTERIOR	VERY GOOD	ACCEPTABLE	UNACCEPTABLE
Windshield	_____	_____	_____
Windows	_____	_____	_____
Body--Front and Sides	_____	_____	_____
Body--Rear	_____	_____	_____
Fuel Filter Area	_____	_____	_____
Wheels	_____	_____	_____
Rubber/Vinyl Parts	_____	_____	_____
Destination Sign Area	_____	_____	_____

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

Subtotal _____

Total _____

OVERALL RATING	_____	VERY GOOD
	_____	ACCEPTABLE
	_____	UNACCEPTABLE



The following checklist and other general information are provided to assist motor carriers whose California terminals are subject to inspection by the Department of the California Highway Patrol pursuant to Vehicle Code Section 34501 or 34501.12. Any motor carrier, as defined in Vehicle Code Section 408 and/or Section 34501.12(a), can improve its ability to pass such inspections by closely examining its own operations in the light of the following checklist.

ABBREVIATIONS USED ARE AS FOLLOWS:

- | | |
|---|--|
| 13 CCR: Title 13, California Code of Regulations | DMV: Department of Motor Vehicles |
| 49 CFR: Title 49, Code of Federal Regulations | PNP: Pull Notice Program |
| BIT: Biennial Inspection of Terminals | PUC: Public Utilities Commission |
| CHP: California Highway Patrol | VC: California Vehicle Code |
| CMV: Commercial Motor Vehicle | USDOT: U. S. Department of Transportation |

NOTE: Compliance with federal regulations governing testing of drivers for use of controlled substances and abuse of alcohol is also required, but is evaluated separately from all other matters. See 34520 VC and 49 CFR Part 382 for information regarding this issue. The CHP also publishes a checklist similar to this one titled CHP 800F, Controlled Substances and Alcohol Testing Compliance Checklist.

DRIVER RECORDS - NEW DRIVERS

1. Do you obtain a DMV report showing a prospective driver's current driving record prior to allowing him/her to drive a vehicle listed in VC 34500? VC 1808.1(a)
2. Before you use a driver, is his/her DMV driving record reviewed? VC 1808.1(a)
3. Is a copy of a driver's current DMV driving record signed, dated, and retained until receipt of his/her PNP record? VC 1808.1(a)

DRIVER RECORDS - PNP

4. Are all your company's drivers enrolled in the PNP including managers, supervisors, family members, or anyone else who may at any time drive a vehicle that requires the driver to have a class A or class B driver license or any special driving certificate, or an endorsement to transport hazardous materials with a class C license? VC 1808.1(b)) See also VC 34501.12(h)(2)(B)
5. Do you have a current pull notice record on file for each of your drivers? VC 1808.1(c)
6. Have PNP records been examined to verify that each employee's driver license has not been suspended or revoked; to verify each employee's traffic violation point count; and whether any employee has been convicted of driving under the influence of alcohol or drugs? VC 1808.1(c)
7. Are PNP records signed and dated? VC 1808.1(c)
8. Have you employed or continued to employ as a driver any person for whom a disqualifying action has been taken against his/her driving privilege or required certificate? VC 1808.1(f)

DRIVERS' HOURS OF SERVICE RECORDS

9. Do you maintain driver timekeeping records for each of your drivers including those who only drive locally (time sheets, cards, etc.)? 13 CCR 1234(a)
10. Are timekeeping records complete? 13 CCR 1234(a)
11. Is the original of each driver timekeeping record retained for at least six months? 13 CCR 1234(a)

DRIVER PROFICIENCY AND RECORDS

12. Do you require drivers to demonstrate their ability to safely operate each different type of vehicle or vehicle combination before allowing them to operate these vehicles on the highway unsupervised? 13 CCR 1229
13. Do you maintain a record of the different types of vehicles and combinations each driver is capable of operating proficiently? 13 CCR 1234(b)

MAINTENANCE PROGRAM AND RECORDS

14. Are your vehicles maintained in good mechanical condition? 13 CCR 1230
15. Do you require all drivers to submit documented daily vehicle inspection reports (DVIR)? 13 CCR 1234(e)
16. Do you require a "negative DVIR report" when no defects are found by the driver? 13 CCR 1234(e)
17. Are DVIRs examined and defects corrected before the vehicle is operated on the highway? 13 CCR 1234(e)
18. Do you retain DVIRs for at least three months? 13 CCR 1202.2, 49 CFR 396.11(c)(2)
19. Are all vehicles regularly and systematically inspected, maintained, and lubricated? 13 CCR 1232(a)
20. Do you have a means of indicating the types of inspection, maintenance, and lubrication operations to be performed on each of your vehicles and does that means include the date or mileage when these operations are due? 13 CCR 1232(a)

EXHIBIT M

INSPECTION, MAINTENANCE, LUBRICATION, AND REPAIR RECORDS

21. Do you document each inspection, maintenance, lubrication, and repair performed for each vehicle under your control? 13 CCR 1234(f)
22. Are all maintenance records kept current and available for inspection? 13 CCR 1234(f)
23. Are maintenance records retained for at least one year? 13 CCR 1234(f)
24. Do maintenance records include: 13 CCR 1234(f)
 - (a) Identification of the vehicle including, make, model, license number, or other means of positive identification?
 - (b) Date or mileage and nature of each inspection, maintenance, lubrication, and repair performed?
 - (c) The inspection, maintenance, and lubrication intervals?
 - (d) The name of the lessor or contractor furnishing any vehicle?

CARRIER-PERFORMED INSPECTIONS

(Questions 25 through 29 apply only to motor carriers operating the following vehicles.)

- *Motortrucks of three or more axles which are more than 10,000 pounds gross vehicle weight rating.*
 - *Truck tractors.*
 - *Trailers and semitrailers, pole or pipe dollies, auxiliary dollies, and logging dollies used in combination with vehicles listed above. Camp trailers (VC 242), trailer coaches (VC 635), and utility trailers (VC 666), as defined, are not included.*
 - *Any motortruck with a gross vehicle weight rating of more than 10,000 pounds (excluding a pickup truck as defined in 471 VC), while towing any trailer or semitrailer that results in a combination length over 40 feet (excluding trailer coaches, camp trailers, and utility trailers, as those terms are defined in the Vehicle Code).*
 - *Any truck, or any combination of a truck and any other vehicle, transporting hazardous materials in an amount that requires the display placards.*
25. Do you perform a safety inspection at least every 90 days on each truck, tractor, trailer, and dolly? VC 34505.5(a)
 26. Do your 90-day safety inspections include at least the following: VC 34505.5(a)
 - (a) Brake adjustment?
 - (b) Brake system components and leaks?
 - (c) Steering and suspension systems?
 - (d) Tires and wheels?
 - (e) Vehicle connecting devices (fifth wheels, kingpins, pintle hooks, drawbars, chains, etc.)?
 27. Are defects which are noted during 90-day inspections corrected prior to operating the vehicle on the highway? VC 34505.5(b)
 28. Do 90-day inspection records include: VC 34505.5(c)
 - (a) Identification of the vehicle including, make, model, license number, company vehicle number or other means of positive identification?
 - (b) Date and nature of each inspection and repair performed?
 - (c) The signature of your authorized representative attesting to the inspection and to the completion of all required repairs?
 29. Are these inspection records retained for at least two years? VC 34505.5(c)

(Questions 30 through 34 apply to Tour Bus operators only [VC 612])

30. Do you perform a safety inspection at least every 45 days on each tour bus? VC 34505(a)
31. Do your 45-day safety inspections include at least the following: VC 34505(a)
 - (a) Brake adjustment?
 - (b) Brake system components and leaks?
 - (c) Steering and suspension systems?
 - (d) Tires and wheels?
32. Are defects which are noted during 45-day inspections corrected prior to operating the tour bus on the highway? VC 34505(b)
33. Do 45-day inspection records include: VC 34505(c)
 - (a) Identification of the vehicle including, make, model, license number, or other means of positive identification?
 - (b) Date and nature of each inspection and repair performed?
 - (c) The signature of your authorized representative attesting to the inspection and to the completion of all required repairs?
34. Are these inspection records retained for at least one year? VC 34505(c)

VEHICLE IDENTIFICATION

35. Does each vehicle or combination of vehicles display the company name on both sides in characters clearly legible from a distance of 50 feet? 13 CCR 1256
36. Do your vehicles display a valid operating authority, motor carrier permit, or identification number? VC 34507.5(b)(1)
37. Are identification numbers removed before sale, transfer, or other disposal of a vehicle? VC 34507.5(b)(3)

HAZARDOUS MATERIALS HANDLING PROCEDURES

38. If you transport hazardous materials or hazardous waste, do you ensure that you only transport shipments that are in compliance with regulations contained in Title 49, Code of Federal Regulations (49 CFR) Parts 100 to 178, covering the following requirements?
- (a) Packaging, selection, and proper use of specification containers. *13 CCR 1163, 49 CFR 173.24*
 - (b) Marking and placement of required markings on packages and containers. *13 CCR 1161.3, 49 CFR 172.300*
 - (c) Proper labeling of packaging and containers. *13 CCR 1161.2, 49 CFR 172.400*
 - (d) Proper placarding of vehicles or containers. *13 CCR 1162, 49 CFR 172.500*
 - (e) Shipping papers including, proper entries, sequence of entries; legibility of shipper's certification when required; shipping paper retention as required; availability in transport vehicles? *13 CCR 1161, 49 CFR 172.200*
 - (f) Loading compatibility, load securement, protection from weather? *13 CCR 1164, 49 CFR Part 177*
 - (g) Spill reports submitted as required; copies retained at terminal? *13 CCR 1166, 49 CFR Part 171*

SATISFACTORY RATED TERMINALS

A terminal rated **satisfactory** is one that is in compliance with applicable laws and regulations. Minor deficiencies or defects which could have developed in normal operation despite a thorough and frequent preventive maintenance program will not preclude assignment of a satisfactory terminal rating. Criteria for assignment of a satisfactory rating include:

- A. Vehicle/equipment condition reflects effective preventive maintenance practices, and shows that the motor carrier follows a well-defined program for scheduled maintenance.
- B. Vehicle records reflect compliance with applicable mandated inspection intervals; clearly identify inspection, service, and lubrication intervals; document services and repairs performed; and are consistent with the actual condition of the vehicles, not just "paper maintenance."
- C. Drivers' daily vehicle inspections are performed and the findings are documented. Defects noted are corrected promptly.
- D. Vehicles are not operated with out-of-service conditions or defects of a long-standing nature.
- E. Drivers' timekeeping records are in use and are current. Records are retained for at least the minimum time required.
- F. Drivers comply with hours of service limits established by state and federal law, as applicable.
- G. Drivers' timekeeping records truthfully reflect driver's actual hours of service.
- H. Records reflect compliance with Vehicle Code requirements with respect to the PNP.
- I. Required driver proficiency records are on file.

UNSATISFACTORY RATED TERMINALS

A terminal rated **unsatisfactory** is one showing evidence of widespread noncompliance with, significantly declining compliance with, or disregard for statutory or regulatory requirements. An unsatisfactory rating will be assigned for any condition described in (A) through (I) below, or for two or more conditions described in (J) or (K) below:

- A. Vehicle or equipment violations of a deliberate or long-standing nature.
 - B. More than 20% of inspected vehicles are placed out-of-service.
 - C. No maintenance records on file.
 - D. Drivers' timekeeping records or other evidence reveals consistent hours of service violations.
 - E. Falsified drivers' timekeeping records.
 - F. Drivers' timekeeping records not on file as required.
 - G. Some or all drivers are not enrolled in the PNP.
 - H. Evidence of willful disregard of statutory or regulatory requirements.
 - I. Lack of compliance with hazardous materials transportation requirements which could jeopardize public or environmental safety, or hinder prompt action by emergency response personnel.
-
- J. Maintenance program discrepancies as follows:
 - (1) Violations generally spread over all vehicles which by their nature should have been detected and corrected under an effective inspection and maintenance program.
 - (2) Maintenance records not current.
 - (3) Maintenance record entries not consistent with vehicle condition, revealing "paper maintenance".
 - (4) Inspection or maintenance not performed as scheduled.
 - (5) Vehicle defects not promptly corrected.
 - (6) Vehicle repairs not properly recorded.
 - K. Driver records discrepancies as follows:
 - (1) Driver records not current.
 - (2) Driver records not on file for the required retention period.
 - (3) Improperly prepared drivers' records.

EXHIBIT M

CONDITIONAL RATED TERMINALS

A terminal rated **conditional** is one in which the terminal's compliance is no longer manifestly unsatisfactory, but full compliance has not been demonstrated. In this case, the CHP will return for a follow-up inspection in approximately six months to assign a rating. The new rating will not be conditional; it will be either satisfactory or unsatisfactory. Under certain circumstances when reinspecting a terminal which had been previously assigned an unsatisfactory rating, the CHP is unable to determine that all required corrections have been accomplished by the motor carrier. An example would be a terminal which had received an unsatisfactory rating for excessive drivers' hours of service, and as a result the PUC or DMV had suspended the motor carrier's operating authority or motor carrier permit for a period of time. During the suspension, the carrier could not lawfully operate any of its vehicles, and therefore could not demonstrate compliance with laws and regulations governing drivers' hours of service. Under such circumstances, if all other compliance failures at that terminal had been corrected by the carrier, the CHP will normally assign a conditional rating to that terminal, then reevaluate the hours of service issue later.

ABOUT THIS CHECKLIST

This checklist, while detailed, cannot list all possible items where compliance with law or regulation could be an issue, nor can it explore all possible applications of CHP policy in the assignment of ratings. A motor carrier who examines his or her operations using this checklist as a guide can identify areas where compliance may be weak, and take action to improve those areas. Some of these items may not apply to every type of carrier. Laws and regulations change over time, and staying current with these changes is one of the keys to success for anyone who operates or directs the operation of commercial vehicles. This checklist is not law; it is intended only to assist motor carriers in achieving success in the area of highway safety. It does not bind the CHP to a particular determination regarding the compliance of any motor carrier with laws and regulations in existence at any given moment. Any conflict between this checklist and a law or regulation, or future change in CHP policy, will be resolved in favor of the law, regulation, or policy. This checklist will be revised to reflect significant changes in these areas as soon as possible after they occur.

CHP MOTOR CARRIER SAFETY UNITS

Questions may be directed to any of the Motor Carrier Safety Units listed below.

Northern Division

2485 Sonoma Street
Redding CA 96001-3026
(530) 225-2098
(530) 246-1264 (Fax)

Valley Division

11336 Trade Center Drive
Rancho Cordova, CA 95741-0640
(916) 464-2090
(916) 464-2097 (Fax)

Golden Gate Division

1551 Benicia Road
Vallejo, CA 94591-7568
(707) 648-4180
(707) 649-4766 (Fax)

Central Division

4771 West Jacquelyn Avenue
Fresno, CA 93722-6406
(559) 445-6992
(559) 276-9449 (Fax)

Southern Division

437 North Vermont Avenue
Los Angeles, CA 90004-3590
(323) 644-9557
(323) 953-4827 (Fax)

Border Division

9330 Farnham Street
San Diego, CA 92123-1284
(858) 650-3655
(858) 637-7159 (Fax)

Coastal Division

4115 Broad Street, Suite B-10
San Luis Obispo, CA 93401-7992
(805) 549-3261
(805) 541-2871 (Fax)

Inland Division

847 East Brier Drive
San Bernardino, CA 92408-2820
(909) 388-7102
(909) 885-0981 (Fax)

EXHIBIT N

MONTHLY RIDERSHIP FORM (MR-20) FOR LACMTA CONSOLIDATED NTD REPORT FOR FISCAL YEAR _____

Agency

Mode **MB**

Month	Total Boardings	Revenue Hours	Revenue Miles	# of Vehicles Operated	*Due to MTA
July					August 25th
Aug					September 25th
Sept					October 25th
Oct					November 25th
Nov					December 25th
Dec					January 25th
Jan					February 25th
Feb					March 25th
Mar					April 25th
Apr					May 25th
May					June 25th
Jun					July 25th
Total:	0	0	0		

Mode **DR**

Month	Total Boardings	Revenue Hours	Revenue Miles	# of Vehicles Operated	*Due to MTA
July					August 25th
Aug					September 25th
Sep					October 25th
Oct					November 25th
Nov					December 25th
Dec					January 25th
Jan					February 25th
Feb					March 25th
Mar					April 25th
Apr					May 25th
May					June 25th
Jun					July 25th
Total:	0	0	0		

11101 Lakewood Blvd., Downey CA 90241 • Office (562) 862-2118 Fax (562) 862-4409



May 2, 2007

COUNTY OF LOS ANGELES
Department of Public Works
Mezzanine Floor
900 South Fremont Ave
Alhambra, CA 91803

RE: COUNTY OF LOS ANGELES
Department of Public Works
For Acton-Agua Dulce Shuttle Service
(2007-PA025)

Dear Ms. Saradpon,

Thank you for allowing PCAM, LLC doing business as Parking Company of America and PCA located at 11101 Lakewood Boulevard, Downey, California 90241, the opportunity to submit our proposal for Acton-Agua Dulce Shuttle Service.

PCAM, LLC is a 100% minority-owned Company that has been providing similar services for over 40 years for private and municipal agencies.

Our team will be spearheaded by Alex Martin Chaves, Chief Executive Officer, Helen Mouat, Chief Financial Office, and Dave Lawson, Vice President of Operations. They bring to the table over 65 years of parking, transportation and hospitality operations and management service experience covering airports, off-airports office buildings, garages, hotels, hospitals, restaurants, strong corporate leadership and an innovative style of management that makes us a force in the parking and transportation industry.

We have reviewed the RFP and we understand the scope of the operations, the importance of safety, professionalism and overall strong emphasis on customer service for this operation. We strongly believe that the resources, programs, plans and strategies listed in our proposal demonstrate our understanding of the contractual undertaking and what it takes to operate this service successfully. Our proposal focuses on our expertise, experience, and our commitment to proficient scheduling, premier training programs, innovations, creativity and vision to offer the most effective and efficient system possible to fit your needs and expectations. As such, we strongly believe that our firm is best qualified to perform these services.

PCAM, LLC is prepared to sign the Agreement without alterations or exceptions or whether it is requesting an amendment to the Agreement and is committed to perform the work within the agreement time period. Our proposal is being submitted for the purpose of remaining in effect for one hundred and Eighty days (180 days) after the date for proposal submission

We look forward to your positive response and the opportunity to present our proposal and address any questions you may have. Alex Martin Chaves, Chief Executive Officer, Eric Chaves, President and Helen Mouat, CPA, Chief Financial Officer are authorized to represent the firm. Should you have any questions, please feel free to contact our office at (562) 862-2118.

Sincerely,

PCAM, LLC

Alex Martin Chaves
Chief Executive Officer

AMC:ec



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BACKGROUND AND EXPERIENCE

Background

The Early Years (1962-1977)

PCAM, LLC (dba "Parking Company of America," "PCA," "Parking Company of America Management," and/or "PCAM") was founded in 1962 by Mr. Alex Chaves in Albuquerque, New Mexico with the intention of operating parking facilities throughout the United States. Within two years of its inception, PCAM had approximately 35 lots under contract, representing the majority of the surface lots in Albuquerque. Critical to PCAM's initial success was Mr. Chaves' pioneering invention of the parking lock box, where customers would deposit money into a secured lock box with individual slots corresponding to each individual parking space.

Due to the success of the parking lock box, PCAM began franchising its concept nationally. Joined by his four brothers as principals, Mr. Chaves sold approximately 35 franchises in the western U.S. by 1966. By 1972, PCAM had franchises in 23 cities in 17 states, making it the nation's fourth largest parking company.

Airport Parking (1977-Present)

In 1977, PCAM leased 6.8 acres of land near the San Francisco International Airport and commenced providing valet and shuttle parking services for its first airport operation. After expanding its acreage at San Francisco through a subsequent lease and purchase of adjacent land, PCAM set its' sights on expanding its airport parking business beyond San Francisco.

Beginning in the 1980's and continuing to today, PCAM has actively developed, acquired, owned, sold, and managed parking lots or parking management contracts at or adjacent to major U.S. airports. During its recent tenure, PCAM has owned and/or operated parking lots servicing 18 airports in 12 states. Of the 18 airports, 6 have been among the top 10 busiest in the nation, including:

<u>Airport</u>	<u>2005A Rank</u>	<u>Domestic Passenger Enplanements (M)</u>
Atlanta	1	39
Chicago O'Hare	2	31
Dallas Ft. Worth	3	26
Denver	6	20
Phoenix	7	19
Houston Bush	10	16

In Southern California, PCAM currently manages Ontario International Airport (7.2 million total passengers in 2005).





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PCAM Today

In 2005, PCAM completed the acquisition of Bernard's Parking Services, Inc. ("Bernard's") significantly increasing the size and scale of efficiencies of PCAM. PCAM currently has over 1,450 employees and manages over 150 lots, representing over 50,000 spaces. PCAM anticipates generating approximately \$50M in revenue in 2006.

PCAM is an expert in every component of the parking service business, with operations encompassing: (i) Airport Parking; (ii) Parking Management (non-airport related, surface and vertical structures); (iii) Hotel & Hospitality; (iv) Fleet Management; and (v) Transportation.

Other PCAM Divisions

In addition to the Airport Parking Division discussed above, PCAM operates four other divisions that provide PCAM a broad scope of experience to draw upon when serving customers. PCAM's other divisions include: (i) Parking Management Services; (ii) Hotel & Hospitality Services; (iii) Transportation Management; and (iv) Fleet Maintenance.

Parking Management Services Division

PCAM's Parking Management Services Division focuses on the management of non-airport related parking lots owned by third-parties. PCAM's Parking Management Services Division employs approximately 700 associates, comprising approximately 120 lots representing over 35,000 spaces throughout California, Arizona, Wisconsin and Colorado. Including in this Division is PCAM's Valet Parking Services, first established in 1981.

Hospitality & Hotel Parking Services Division

As a natural extension of its business and a complement to its Airport Parking Division, PCAM built a division focused on shuttling customers from hotels to airports, as well as providing on-site valet services. PCAM's Hospitality & Hotel Services Division employs approximately 400 associates and had 26 client-hotels representing approximately 15,000 spaces. Nine of PCAM's company-owned shuttles are utilized by this division at three of its client-hotels, namely the Hyatt Newporter (3), the Hyatt Palm Springs (2), and the Hyatt Grand Champions in Palm Desert (1), and three shuttles that operate in Orange County shuttling guests from several hotels to and from Disneyland and other local Orange County attractions.

Fleet Maintenance Division

Fleet Services contracts with public and private entities for a full range of maintenance and repair service for light, medium, and heavy equipment vehicles. It maintains and repairs off-road equipment, hydraulic lifts, and alternative energy vehicles. PCAM's Fleet Services employs approximately 10 full-time equivalent associates and had three primary clients, namely the California cities of Bellflower and Monrovia, and Southern California Gas, along with an East Los Angeles location that services several smaller contracts. Fleet Maintenance is capable of





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working on vehicle sizes from carpool vans to 32-passenger buses and can manage large, moderate, and small fleets across the commercial spectrum. Fleet Services enjoys an exemplary reputation for strong service and meticulous documentation.

Valet Services

Each of PCAM divisions that park vehicles provide, or are capable of providing, valet services. Operating primarily in Southern California, PCAM's Valet Services appear at large-scale special events, upscale restaurants, nightclubs, prominent hotels, and private residential parties. Professionals in this group provide first-class service, focusing on customer satisfaction.

PCM has a custom valet service system to efficiently service customers who valet their vehicles. Upon arrival, the customer's vehicle is "checked-in" when PCAM takes custody of the vehicle. Upon exit, a customer vehicle request is sent to the key-control booth. The system then tracks wait time, which is defined as the time the vehicle request is submitted to the time the keys are retrieved from the key-control booth by the valet. The system provides printed reports that include guest name, ticket number, time called, time retrieved, and which valets parked/retrieved the vehicle.

Transportation Management Services Division

PCAM also contracts with municipalities to provide transportation services to the public. This division developed out of PCAM's expertise in operating shuttle fleets at its airport parking facilities. Currently, PCAM's Transportation Services Division employs nearly 250 associates and services 26 clients, including CalTrains/Joint Powers Board, LA County, IBM, and several Bay Area hotels, among others, utilizing approximately 130 shuttles.

The Transportation Division has been the fastest growing division within the company in recent years. Transportation operations began in the 1970s as the company extended service at its off-airport parking facilities to provide shuttle transportation for customers directly to their airport terminals. The company expanded its fleet each year to accommodate more customers. Today, the company secures contracts with public agencies, educational institutions, medical centers, and large private commercial enterprises for continuous fixed-route and demand-response transportation. PCAM has been acknowledged consistently for the high quality of its fleet, for the professionalism of its drivers, for nearly 100% on-time service, and for an outstanding record of safety.

PCAM believes in supporting the industries that support us. We understand that to stay abreast of industry developments like clean fuels, bus design, advanced communications, computerized scheduling and dispatching, and electronic fare collection technologies, we must be involved in the professional/trade organizations that make the transportation industry an ever-changing arena. To this end, PCAM is a proud member of the following professional transportation organizations:





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American Public Transportation Association (APTA): A private, non-profit trade association representing transit agencies, transit management companies, governmental agencies, transportation equipment manufacturers and retailers, developers, contractors, universities and colleges, foundations and other transportation-related non-profit organizations. APTA includes more than 1,200-member organizations nationwide.

Community Transportation Association of America (CTAA): A private, non-profit organization representing transit operating agencies, transportation contracting and management companies, consultants, transit industry suppliers, and other local/regional/state/federal governmental agencies that provide community transportation services. CTAA includes more than 1,400 members nationwide.

California Transit Association (CTA): A private, non-profit organization representing all portions of the transit industry in California including public transit agencies, transit management companies, transit-related governmental agencies, transportation equipment manufacturers and retailers, universities and colleges, foundations, and other transportation-related non-profit organizations. CTA has more than 270 members statewide.

California Association for Coordinated Transportation (CalACT): A private, non-profit organization that represents the interests of small, rural, and specialized transportation service providers including transit operating agencies, transportation contracting and management companies, private institutions (hospitals, airports, etc.), transit industry suppliers, and other local/regional/state/federal governmental agencies who provide community transportation services. CalACT has more than 280 members statewide.

The Transportation Director and the Regional Transportation Managers have substantial hands-on experience operating, staffing, and documenting public transit and shuttle services. They are certified to conduct driver and safety training and have excellent skills troubleshooting breakdowns and responding to emergencies.

Experience

PCAM has provided transportation services since the 1970s, growing steadily from airport shuttle services to large public transit systems. From strong growth in its transportation and other services in recent years, PCAM has the capacity and the personnel experience to operate and manage transportation systems for any public or private entity. PCAM transportation professionals understand the needs of our clients well and develop efficient routes, organize and maintain safe operations, and build a satisfied ridership. The Transportation Management Services Division provides fixed-route and demand response service for public agencies and commercial enterprises as well as paratransit services for medical facilities.

On the maintenance side, PCAM owns and operates an established company of certified mechanics servicing a large volume of public transit and commercial vehicles, including maintenance and retrofitting services for vehicles using alternative energy (compressed natural gas, ethanol, electric). The addition of a large, established service division offers faster and



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better service, for less cost, than other transportation competitors. Controlling maintenance and repair work improves the efficiency of on-time service and the response time to breakdowns and other emergencies.

The Transportation Director and the Regional Transportation Managers have substantial hands-on experience operating, staffing, and documenting public transit and shuttle services. They are certified to conduct driver and safety training and have excellent skills troubleshooting breakdowns and responding to emergencies

PCAM has a history of operating contracts with public agencies requiring the transportation of handicapped and elderly passengers. These contracts include, dial-a-ride, Fixed Route, and reservation driven systems. The contracts have included private individual pickups (including door-to-door and curb-to-curb service), charter operations, and general mass transit services. The vehicles have ranged from mid-sized, 35 passenger buses to small minivans with wheelchair ramps.

Over the last decade PCAM has had various contracts with the County of Los Angeles and other State and local municipalities to provide not only transportation, but different types of services such as vehicle maintenance and charter services among others. Clients such as the County of Los Angeles have given PCAM the opportunity to expand our transportation services into other cities and counties in Northern and Southern California.

PCAM's experience in transportation is also well supported by over 35 years of working with, institutions, shopping centers, municipalities and private clients. Currently, PCAM operates 26 shuttle bus systems in California. ***A partial summary list of these includes the following:***

PENINSULA JOINT BOARD-CAL-TRAIN SHUTTLE

1995-Present

PCAM operates a fixed-route shuttle service for the joint powers Board/Caltrain in San Carlos, California. The operation consists of ten shuttles servicing eleven routes at Caltrain Stations throughout the southern San Francisco area, from South San Francisco to San Carlos. PCAM transports CalTrain "business-type" passengers to designated business locations under strict time frames met consistently by the operating staff.

The operation is a morning and late afternoon service running from CalTrain Stations to businesses and factories throughout Silicon Valley. Also operated is a mid-day shuttle. The operation includes drivers, supervisors, mechanics, and maintenance personnel. The drivers regularly receive positive comments from everyday and intermittent passengers. This system transports on average 1,629 passenger per day.





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HARBOR-UCLA MEDICAL CENTER

1996—Present

Located in Torrance, California and under the Los Angeles County Department of Health Services, this system consists of one ADA-equipped 24 foot, 22-passenger hospital-provided shuttle bus operating five days a week, 12 hours a day continuously by PCAM Drivers. The shuttle service transports employees on early morning and late afternoon shifts, from all the outer parking facilities on the campus. The system also provides service to patients, guests, and employees to designated locations across the campus transporting on average 168 passengers per day.

CITY OF MENELO PARK – MID-DAY SHUTTLE

1997 – Present

PCAM operates a three-line bus service for the City of Menlo Park, operating free of charge for the elderly and people with disabilities at six connecting locations, Monday through Friday 10:00 a.m. to 2:30 p.m. Drivers offer physical assistance to all riders as necessary. The system uses three ADA equipped 22 passenger shuttles and on average transports 600+ passengers a day.

COUNTY OF LOS ANGELES, DEPARTMENT OF PUBLIC WORKS

1997—Present

PCAM's experience with the Los Angeles Department of Public Works began over nine years ago and has been a growing relationship since then.

- A) **Edmund D. Edelman Children's Court** – In April 1997, Los Angeles County Department of Public Works awarded PCAM a contract to provide fixed route services from 6:30 am to 6:00 pm as well as a partial on call shuttle bus service between the hours of 9:30 am and 2:45 pm. Service for this County contract is provided by two shuttles on a Continuous loop from the Cal State University Los Angeles Busway and the Metropolitan Transportation Authority (MTA) local line 70 to the juvenile courthouse and Sheriff's headquarters. This contract was re-awarded in 2002 and is currently on the last optional year of the contract.
- B) **Los Nietos Shuttle Service** – April 2000, Los Angeles County Department of Public Works, created an extension to the Children's Court contract in the unincorporated area of Whittier. The service is a fixed route, continuous loop service conducted using one ADA, 21-passenger shuttle, from the Los Nietos Middle School to Pioneer High School with stops at Los Nietos Community Center, Whittier Manor, Shopping Center on Norwalk Blvd., Edwards Middle School and Sorenson Park. The service operates Monday through Friday from 2:30 p.m. to 6:30 p.m. on a regular basis and with two additional hours from 12:00 pm to 6:30 pm during the summer time.
- C) **John Anson Ford Amphitheater Shuttle Bus Service** – In 1997 as a second component of the Children's Court contract PCAM began providing shuttle service for the John Anson Ford Amphitheater during its scheduled performances and as directed by Department of Public Works, from designated pick up locations to the John Anson Ford Amphitheater. In 2002 the contract was re-awarded to PCAM as separate contract from that of the Children's Court Contract.



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The vehicles used in the above mentioned services meet ADA requirements and can position two wheelchair passengers with automatic lift gates. Seating capacity is 18 perimeter seats with overhead handrails. The buses are fully equipped with air-conditioning, heating systems, lighted overhead destination signs, electric doors, upgraded seating, and large windows for good visibility. A combined average for these systems is over 350 per day.

- D) **East Los Angeles Shuttle Service**- In 2005 PCAM, under the authority of the Board of Supervisors PCAM was recommended to take over from the county selected contractor, and was assigned to run the East Los Angeles Shuttle, better known in the community as El Sol Shuttle Service beginning in May of 2005. This service is a fixed route, transit service running County-owned vehicles for six different routes within the City of East Los Angeles, covering Cal State LA and East LA Community Colleges. The service runs from 6:00 am to 7:00 pm Monday thru Friday and Saturday from 9am to 5pm. Vehicles meet ADA requirements and run on alternative fuel (propane). The system charges 25¢ and accepts MTA transfers.

MONTEBELLO LINK

1997-Present

The City of Montebello began this program in an attempt to reduce the large volume of single occupancy vehicles on the overcrowded freeways. It is a combined semi-fixed route and demand response system serving commuters on the Riverside Line at the Montebello/Commerce Metrolink Station for five cities: City of Commerce, Montebello, Monterey Park, Pico Rivera, and Rosemead. Each shuttle serves four trains during mornings from 5:45 a.m. to 9:00 a.m. and during evenings from 4:00 p.m. to 7:00 p.m. Monday thru Friday. There is no cost to Metrolink riders, but with limited seating, reservations are required at least 24 hours in advance. Seating is on a first-come first-serve basis. At its inception this service ran four ADA, 21-passenger, alternative fuel shuttles, and then added a fifth vehicle when it was re-awarded in 2003.

SOUTH SAN FRANCISCO – CALTRAIN/BART SHUTTLE EAST OF 101 BUSINESS PARK

1998-Present

The South San Francisco-Caltrain/Bart Shuttle Alliance is a service organized that was formed and with the help of PCAM was in full operation within one week. Funded jointly by public and private entities, PCAM provides fixed route transport for business commuters, weekdays along four routes starting from San Francisco to South San Francisco for the Alliance For Congestion Relief (formerly the Multi-City TSM Agency). This system uses 1 ADA-equipped, 32 passenger shuttle and three 47-passenger buses.

CITY OF PALO ALTO

1999-Present

Under the direction of the City of East Palo Alto this system provides public trolley transportation services operating two ADA-equipped, 23-passenger vehicles, twelve hours a day during weekdays from residential neighborhoods into the downtown and Stanford University areas.





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CALIFORNIA STATE UNIVERSITY, LOS ANGELES

2000—Present

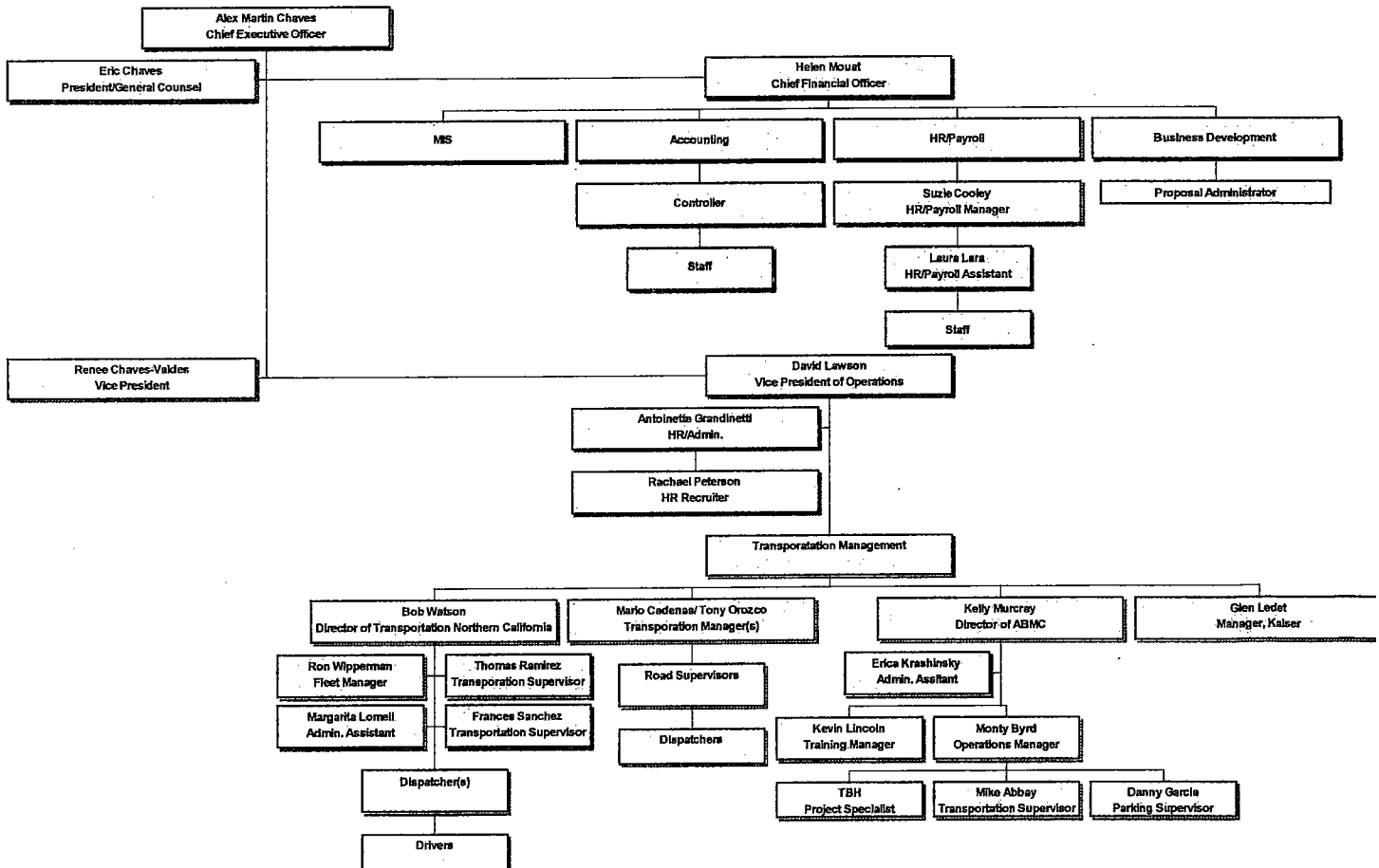
PCAM operates the campus housing transportation service on Saturdays. PCAM provides an ADA, 21-passenger shuttle on a continuous loop bringing students living in adjacent CSULA housing to and from the campus and nearby retail locations.

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES

2005-Present

Under the direction of the Department of Social Service, PCAM runs a fix route service using a 24 Shuttle passengers bus Ford E-350 cut away, ADA compliant for transporting passengers from the Metro Link station on Rancho Dominguez to two County Buildings, one located at Santa Fe Avenue and the other at Victoria Ave. The route is based on 20 minutes round trip intervals from 6:00 am till 6:00pm. Two full time drivers operate this service, which is just for the County of Los Angeles employees

Division Organizational Chart





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Key Personnel

Our team will be spearheaded by Alex Martin Chaves, Chief Executive Officer, Eric Chaves, President & General Counsel, Helen Mouat, Chief Financial Office, and Dave Lawson, Vice President of Operations. They bring to the table over 65 years of fleet, parking, transportation, hospitality operations and management service experience. They, shall remain involved with the County of Los Angeles, Department Public Works contract and the respective functions they shall perform are listed below.

Alex Martin Chaves, Chief Executive Officer

Mr. Martin Chaves has been involved in the implementation of PCAM's standard operating procedures and top management decisions, while maintaining close contact with all members of the management team. He serves as PCAM liaison and lead representative to the contracting authority.

Eric Chaves, Esq., President / General Counsel

Mr. Chaves is legal counsel for PCAM and performs and/or oversees all legal and related activities. He is involved in the implementation of management contracts with the respective contracting authority. Mr. Chaves implements and ensures direct compliance with all contract matters. He responds to any legal inquiries.

Helen Mouat, CPA, Chief Financial Officer

Ms. Mouat is responsible for the supervision of all revenue and internal control procedures, financial information reporting and accumulation, preparation of monthly revenue reports and is involved in management decisions with an emphasis on financial considerations. She serves as liaison with contracting authorities for all accounting and financial matters.

Dave Lawson, Chief Operating Officer

Mr. Lawson is chief operating officer for PCAM and performs and/or oversees all field operations. He is involved in the implementation and oversight of management contracts with the respective contracting authority. Mr. Lawson serves as supervisor to contract general managers and assistant general managers, as applicable.

The following pages are the résumés of these key personnel describing their professional experience, responsibilities with the company, educational background, and civic, community, and philanthropic involvement. We have also included resumes for Mr. Mario Cadenas, PCAM recommended Project Manager and Mr. Ricardo Rodriguez PCAM recommended Maintenance Manager for this Contract.



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Alex Martin Chaves, Chief Executive Officer

Alex Martin Chaves has worked in the parking, fleet and transportation industry his entire professional life. His expertise in developing parking, fleet and transportation service companies is the strength he possesses to lead the PCAM group of entities today. Under his leadership, PCAM has embarked on an aggressive and profitable program of developing new parking locations nationwide, securing transportation accounts, and acquiring established parking service and vehicle maintenance companies.

He entered the family business during high school working weekends as a Site Manager at locations in Los Angeles and San Francisco and started a valet parking company during his college years securing a contract with a popular restaurant in Marina Del Rey, California. By the late 1980s, he facilitated impressive growth with his parking service company, 100% in three consecutive years, by employing a full-time professional sales force and by the acquisition of an established valet parking company in Southern California. Clients currently include Hilton, Hyatt, and Sutton Place Hotels, several premier office buildings, upscale restaurants, hospitals and country clubs in California and elsewhere.

In 1995, Mr. Chaves started PCAM's Transportation Division, which includes shuttle services for fixed-route continuous service, demand-response commuting service, and ADA certified transportation service of hospital patients and the disabled. Since then, Mr. Chaves has devoted much effort to acquire and develop over 250 acres of off-airport parking properties and related enterprises nationwide. He was particularly instrumental in securing private and institutional lending to purchase real estate for new parking developments, existing facilities for reorganization, and an established fleet service company which maintained fleet vehicle contacts in and around Los Angeles County.

During the past several years, he has guided the Company to another level of unprecedented growth. From off-airport locations across the United States, he envisions continued expansion in those markets of every other division in the company: parking management, transportation, and fleet services.

Mr. Chaves is a graduate of Loyola-Marymount University of Los Angeles with a Bachelor of Science in Business Administration. Currently he is a member of the LMU Board of Regents and an active member of the University's Mexican American Alumni Association where he serves as President. Additionally, Mr. Chaves is a Board member of the East Los Angeles YMCA and a Board Member and previous Chapter Chairman of the Young Presidents Organization (YPO) San Gabriel Valley Chapter, a prestigious international professional organization recognizing the accomplishments of company presidents and chief executive officers before age 40.





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Eric Joseph Chaves, Esq., President & General Counsel

Eric Chaves is currently President and General Counsel for PCAM and has been with the company since 1995. Prior to his present position, Mr. Chaves was the Executive Vice President & General Counsel. He has been an important part of the company's exponential growth in parking and transportation services by negotiating multi-million dollar investment capital from top lending institutions. He oversees the day-to-day operations of PCAM. He also devotes much of his time to an aggressive program of business expansion through the acquisition of properties and businesses throughout the country. As head of the Legal Department, he approves all contracts, the legal side of all transactions, manages litigation, and controls special legal work by outside counsel.

Prior to PCAM, Mr. Chaves earned invaluable legal and litigation experience as an Associate Attorney for the law firm Haight, Brown & Bonesteel of Santa Monica, CA from 1992 to 1995. Engaged primarily in insurance defense, insurance coverage, legal malpractice, and tort litigation, the firm entrusted him to manage all aspects of a large volume of cases for arbitration and trial verdicts. He drafted, responded to, and argued complex motions, negotiated settlements, and developed a lucrative base of clients. Impressed with his legal thinking and litigation skills, the partnership of the firm selected him to participate in the prestigious Los Angeles County Bar Association Trial Advocacy Program (TAP) through which he served as a Prosecutor for the City of Long Beach in 1995. His peers at the firm elected him to the Associates Committee, of which he became Chairman to represent them on associate issues at the firm.

During law school, Mr. Chaves worked as a Legal Intern in 1990 for the Washington, DC office of US Senator Pete Domenici (New Mexico). Assigned to the Savings & Loan Crisis Management Task Force, he discussed legislative options with business and banking leaders to solve the crisis.

While attending undergraduate school, Mr. Chaves owned and operated Parking Company of America, West Los Angeles, Inc., a valet parking company servicing restaurants and hotels in West Los Angeles and Marina Del Rey.

Mr. Chaves received his JD from Georgetown University Law Center in 1992. He served on the Georgetown Outreach Committee, the Homecourt Committee, and participated in Moot Court. He earned his BA in Political Science from the University of California at Los Angeles in 1989. He was named to the Dean's List, competed on the Varsity Golf Team, and served as a Tutor for the Advanced Academic Program.

He is a Board Member of Promerica Bank, a member of the California State Bar, the American Bar Association, the Los Angeles County Bar Association, the Los Angeles District Court, and the Central District Court of California and the Young Presidents Organization (YPO). In 1997, Los Angeles Mayor Richard Riordan appointed him to the City's Civil Service Commission





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Helen Mouat, CPA, Chief Financial Officer

Helen Mouat joined PCAM as its CFO in 1985. She accepted a challenge to develop and systematize an efficient organization for internal financial services for an established company seeking expansion regionally and nationally. Under her financial and management direction, PCAM grew from 20 lots and 100 employees in 1985 to 131 lots and 1,000+ employees nationwide today. Contracts with more and bigger commercial clients and public facilities grew steadily year after year. Her ability to understand and build an accurate financial reporting system is the foundation for the company's strength today. As PCAM earned its strong position in the market, expansion capital has followed.

Ms Mouat systematized all accounting, banking and reporting procedures, revenue controls, and internal reporting systems. During her first years with PCAM, she often worked in the field to establish operations and to train personnel properly. Eventually, she implemented the computerized accounting system, created a department to respond to request-for-proposals ("RFPs"), while monitoring employee benefit and tax-reporting requirements. She built and manages an excellent accounting staff. As a key member of the company's expansion team, she has been active in the financial and analysis side of acquisitions. She prepares loan packages, pro-forma financials, nurtures relationships with and delivers presentations to lending institutions from which properties have been purchased in cities such as Phoenix, Oakland, Houston, Dallas/Ft. Worth, Memphis, Denver, and Pittsburgh.

Audited financials certified to Generally Accepted Accounting Principles (GAAP) at every parking operation keeps the financial strength of the company clear and verifiable for investors and bankers to lend confidently. This degree of financial control established a qualitative advance in industry practices to the benefit of the company, its clients, and its commercial lenders. She reports directly to Alex Martin Chaves, CEO and Eric Chaves, President/General Counsel and assists in all management decisions.

Prior to PCAM, Ms Mouat worked as an Account Manager for KPMG Peat Marwick of Albuquerque, New Mexico from 1981 to 1985. Assigned to a department for closely held companies, she systematized financial services, conducted audits, prepared taxes, performed financial consulting, and facilitated greatly her clients' short- and long-term strategic development. She prepared loan packages and delivered presentations to private and institutional lenders regularly.

Ms Mouat graduated Summa Cum Laude with a Bachelor of Science degree in Accounting from the University of Lowell in Massachusetts. She is a Certified Public Accountant in California and New Mexico and a member of the American Institute of Certified Public Accountants and the California Society of Certified Public Accountants.





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David Lawson, Chief Operating Officer

David Lawson has been a part of the PCAM family for over 6 years; he currently holds the position of Vice President of Operations, in charge of operations for all PCAM divisions. Mr. Lawson is responsible for all the operational aspects of a contract from the selection of the management team, training, scheduling, monitoring of contracts, to the ordering of supplies as well as financial Statement accountability.

In early 2000, he accepted the position of Chief Operating Officer for fleet division, where he was in charge of overseeing all company operations for Fleet Management Services. Mr. Lawson directed daily activities, supervising all fleet operations; his responsibilities included training fleet supervisors and technicians in technical and maintenance systems and procedures. Additionally, he has developed and organized the Fleet Services Division's parts purchasing and distribution systems. Mr. Lawson offers more than 23 years of distinguished service in the private sector in fleet maintenance services and related technical support.

Mr. Lawson's performance in the fleet division induced us to give him a much harder task as our Chief Operating Officer of the Airport division, where he oversaw general operations and shuttle bus maintenance at the following Airports:

- * Atlanta
- * Dallas/Fort Worth
- * Denver
- * Houston Hobby
- * Memphis
- * Oakland
- * Ontario
- * Phoenix – Sky Harbor
- * Phoenix – Exec. Express
- * Pittsburgh
- * San Francisco

Prior to joining PCAM Fleet Services, in 1999, Mr. Lawson owned and operated multiple fleet maintenance locations and managed contracts with the largest ambulance company in the United States. He operated private ambulance maintenance operations for the State of Hawaii and Santa Barbara County in California. From 1992 to 1998, Mr. Lawson served as the National Director of Fleet Maintenance for American Medical Response. He supervised maintenance and repair of more than 2,700 Code "3" emergency response vehicles. He traveled extensively for AMR, establishing and monitoring maintenance locations in 27 states. He gained extensive experience working with Ford and Code "3" vehicle outfitters, developing efficient maintenance practices, procedures, and vehicle specifications.

Mr. Lawson received certifications from the Automotive Machinists Union School operated by Freightliner Corporation in Stockton, California, Bendix Airbrakes of Reno, Nevada, and Detroit Diesel Allison of Burlingame, California and achieved master diesel technician and diesel mechanic status.



Mario Cadenas
Transportation Manager

Mr. Mario Cadenas has been employed with PCAM, LLC for more than 20 years, where currently holds the position of Transportation Manager. Over the years, his responsibilities have increased as he continues to gain transportation and management knowledge and experience in managing all types of transportation contracts with methods of maximizing good customer service and revenues. Mr. Cadenas is a DMV certified Driver Trainer and his professional qualifications include driving experience with a Class "B" passenger endorsement license and a CPR certificate.

As the Transportation Manager for the Greater Los Angeles area, Mr. Cadenas is responsible for the day to day operations of our Transportation Management Service Division. His responsibilities include, but are not limited to overseeing over 60 employees and management of 13 contracts, training, being a liaison between contracting authorities and PCAM, LLC, cash management, monitoring contracts, enforcing company policies and procedures, safety training, preparing monthly reports, expense statements and invoices, manages all aspects of the preventive maintenance and prepares monthly sales reports for our Fleet Services Division. Other responsibilities include managing all aspects of Preventive maintenance of buses, and conducting driver safety training meetings.

At the Los Angeles Union Station Mr. Cadenas began his career with PCAM, LLC as a Valet Attendant in 1985, working on a part-time basis. Since then, Mr. Cadenas has steadily moved up the corporate ladder.

In 1997, Mr. Cadenas was transferred to the Transportation Management Division bringing with him more than 12 years of experience in the parking industry, which made his transfer a wise choice. Mr. Cadenas joined PCAM's Transportation Division as driver for SC DC contract where he began to acquire his experience in the transportation business.

In early 1998 Mr. Cadenas explored new horizons as a Transportation Supervisor acquiring his credentials as a DMV Certified Trainer for Class "B" License driving instructor, responsible for reviewing driver vehicle operations, training drivers, oversee that drivers conduct their vehicle inspections, conducted unobserved road checks, and conducted random inspections for safety and regulations. Mr. Cadenas maintained all training files and record keeping of all CHP required information such as the DBR's , training files, and certifications. He was given the opportunity to supervise the Monterey Park Spirit Transportation Shuttle Bus Service, which involved monitoring the driving routes and maintaining excellent service. He also coordinated additional transportation service contracts –California State University Los Angeles, Children's Court, Los Nietos Shuttle Service, Moorpark City Transit, and the Harbor UCLA Medical Center. For the Monterey Park service, Mr. Cadenas' duties involved dispatching buses to all routes within the City of Monterey Park. As a result, he began gaining experience in coordinating directly with the Monterey Park Transportation Manager concerning vehicle requirements and system operations for a public transit service.

Mr. Cadenas, was promoted to Project Manager in early 2002, after demonstrating that he was ready to take on a bigger challenge and was given the opportunity to work directly with the County of Los Angeles. Mr. Cadenas serves as the liaison between PCAM and the

County. Under the guidance of the Vice president of operations Mr. Cadenas oversaw or currently oversees the daily operations for the following County contracts:

- DHS- Harbor UCLA Medical Center
- City of South Gate Dial A Ride
- DPSS- Rancho Dominguez Employee Shuttle Service
- DPW-El Sol Shuttle Service
- DPW- Children's Court/ Los Nietos Shuttle Service
- DPW- Ford Theatre Shuttle Service



Ricardo Rodriguez
Fleet Maintenance Manager

PCAM, LLC proposes Mr. Ricardo Rodriguez as Fleet Maintenance Manager. Mr. Rodriguez assists in preparation of bid proposals, obtain contracts, and implements new operations while maintaining existing services at a high performance standard.

After being promoted to Fleet Maintenance Manager in 2004, Mr. Rodriguez demonstrated ability to coordinate varied responsibilities with maximum efficiency. He excelled in labor relations and all aspects of Government regulations. He is an experienced manager skilled controlling budgets, creating cost effective maintenance program, negotiate vehicle parts purchasing and achieve dramatic cost reduction. Mr. Rodriguez is certified in the follow:

- ☐ Air Brake System & Haldex ABS
- ☐ CNG Cylinder Inspector
- ☐ ASE in:
 1. A5 Brakes
 2. A6 Electrical/electronic Systems
 3. A8 Engine Performance
 4. L1 Automobile Advanced Engine Performance

Mr. Rodriguez has been with PCAM, LLC since July of 2000 he currently works in our Bellflower facility conducting Preventative Maintenance A and 8 schedules for the City of Bellflower; Respond to emergency calls; Perform skilled work in the maintenance and repair of trucks, automotive equipment, tractors, lawn mowers and other associated equipment in the City of Bellflower's Maintenance Division, Overhaul, repair and adjust engines, transmissions, clutches, differentials, carburetors, generators, distributors and fuel pumps; Make service calls off site; Diagnose trouble and determine the extent of necessary repairs, using computerized diagnostic equipment; Operate hand and power tools; clean and maintain basic tools and mechanical equipment; Requisition materials, tools and equipment; Estimate the need for, extent of and cost of repairs; Conduct annual service tests of engines, pumps, generators and related equipment; Prepare written reports; maintain daily records of work activities; Supervise staff; Tune up, oil change, Automatic Transmission Service, Manual Transmission and Maintenance service and repair of: Front and rear end, C.V. axles, alternators, starters, power steering pumps, rack and pinion, intake and exhaust gaskets, Engine head and valve, valve adjustment, complete engine removal and installation, shocks and struts, drive shaft, U joints, pinion seal, brakes, brake caliper, master cylinder, rotors and drums, radiator and coolant system flush, fuel injection service, sensors, trouble shooting

Before joining and during his beginnings with PCAM, LLC Mr. Rodriguez worked at the Eastern facility for the County of Los Angeles. He Perform skilled work in the maintenance and repair of trucks and automotive equipment; Overhaul, repair and adjust engines, transmissions, clutches, differentials, carburetors, generators, distributors and fuel pumps; Diagnose trouble and determine the extent of necessary repairs, using computerized diagnostic equipment; Operate hand and power tools; clean and maintain basic tools and mechanical equipment; Prepare written reports; maintain daily records of work activities; Tune up, oil change, Automatic Transmission Service, Manual Transmission and Maintenance service and repair of: Front and rear end, C.V. axles, alternators, starters, power steering pumps, rack and pinion, intake and exhaust gaskets, Engine head and valve, valve



adjustment, complete engine removal and installation, shocks and struts, drive shaft, U joints, pinion seal, brakes, brake caliper, master cylinder, rotors and drums, radiator and coolant system flush, fuel injection service, sensors, trouble shooting.

Before joining PCAM, LLC in 1999, at the Eastern Facility Mr. Rodriguez worked as a Auto Technician at Car Medic. Tune up, oil change, Automatic Transmission Service, Manual Transmission and Maintenance service and repair of: Front and rear end, C.V, axles, alternators, starters, power steering pumps, rack and pinion, intake and exhaust gaskets, Engine head and valve, valve adjustment, complete engine removal and installation, shocks and struts, drive shaft, U joints, pinion seal, brakes, brake caliper, master cylinder, rotors and drums, radiator and coolant system flush, fuel injection service, sensors, trouble shooting.

In 1998 at the beginning of his career Mr. Rodriguez worked at a Tune Technician at Econo Lube & Tune, where he tuned up, made oil change, Automatic Transmission Service, Manual Transmission and Maintenance service and repair of: Front and rear end, C.V. axles, alternators, starters, power steering pumps, rack and pinion, intake and exhaust gaskets, Engine head and valve, valve adjustment, complete engine removal and installation, shocks and struts, drive shaft, U joints, pinion seal, brakes, brake caliper, master cylinder, rotors and drums, radiator and coolant system flush, fuel injection service, sensors, trouble shooting.



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Job Summaries And Performance Goals

Project Manager

The Project Manager's primary responsibility is the monitoring of all services related to this transportation operation. The Project Manager serves as a liaison with representatives of the contracting authority. During the first several weeks of operation, the Manager assumes a major role in implementing the transition to PCAM service. When service commences, the Project Manager coordinates personnel deployment, vehicle maintenance, performance evaluations, administrative support and reviews project accounts (if applicable). This includes, but is not limited to, conducting on-site training (riding with drivers) to monitor efficiency, safety, and customer service, assigning personnel, generating and submitting all required operating reports, monitoring ridership levels, and responding to customer comments or complaints within 24 hours. The Project Manager will consult with the Contracting Agency's staff to monitor and adjust the operating system to remain within budget. The Project Manager will be on-site during service operating hours and will be available via cellular phone anytime to provide assistance immediately if a major disruption or other significant problem occurs.

The performance goals of a Project Manager are to ensure that service meets the expectations of passengers and the contracting authority consistently, to ensure the accuracy of financial reporting and billing, and to engender excellent labor/management relations.

Road Supervisor

A Road Supervisor remains on-duty and in communication with Drivers during all operating hours. They ensure buses leave at scheduled times and that Drivers inspect them to PCAM standards before departure. Supervisors authorize the use of back-up vehicles as necessary. They observe, evaluate, and document driver performance for the employees' personnel files at least once per calendar month. They conduct monthly Safety Meetings and enforce all PCAM standards of performance and take disciplinary action if necessary. They train new drivers on the service routes and provide additional training and information to current employees as needed. They provide lunch relief for drivers or assume driving responsibilities whenever a driver is unavailable. Road Supervisors report to the Project Manager.

The goal of the Road Supervisor is to ensure drivers perform all duties according to the service contract and with the highest level of safety as required by PCAM, CONTRACTING AGENCY, and state authorities. Their hands-on presence in the field is to achieve maximum transportation efficiency.

Driver

All PCAM drivers possess a valid Class "B" or higher license with Passenger Endorsement from the state in which they operate vehicles. All drivers possess a current Medical Examiners Card. They must maintain an excellent driving record professionally and personally and must report any activity on their license during active employment with PCAM Transportation. In addition, PCAM enrolls all drivers in the California DMV pull notice program. PCAM trains and requires Drivers to





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maximize the safety of passengers, pedestrians, and other vehicles, to obey all traffic rules, to report mechanical deficiencies on their vehicle, to maintain a professional appearance and demeanor at all times. Additionally, Drivers complete Pre-Trip inspections on their vehicles, reports for passenger counts, stop times, mileage, etc., and incident or accident reports. They fuel their vehicles after a shift or at a designated time during a shift. They return their vehicle to its designated space after a shift and lock it securely.

The performance goal of the Driver is to provide the safest, most efficient, and most courteous service possible. They must serve as the best representative of PCAM and the contracting authority since the Driver is the only contact patrons have with the transportation service.

Maintenance Manager

The Maintenance Manager serves as the primary liaison to the contracting authority and the Project Manager regarding all maintenance and repair activities for PCAM vehicles under the transportation contract. They assign the appropriate technicians for specialized work, ensure correct diagnostics, and verify the performance of proper and timely repair service. They are responsible for the availability of appropriate equipment and tools, review news bulletins regarding new specifications, and inspect completed work before releasing a vehicle for service. Maintenance Managers conduct safety and on-going training meetings, prepare personnel evaluations, and perform maintenance and repair work as necessary. Generally, PCAM requires Maintenance Managers to have a Master ASE Certification and experience converting and/or repairing alternative fuel vehicles.

The performance goals of a Maintenance Supervisor are to achieve the highest level of fleet service productivity for all vehicles assigned to a specific contract, to facilitate excellent customer service by responding forthrightly to questions and concerns, and to remain up-to-date on new procedures, techniques, and information services involving fleet maintenance. He will supervise the regularly scheduled maintenance service and repair work as required.

Dispatcher/Scheduler

Dispatchers ensure the departure of vehicles in sufficient time to make stops as scheduled on all routes. They assign routes to drivers and supply them information throughout their shift regarding traffic or other conditions that affect transit operations. Dispatchers also assist the Supervisors and the Manager in rotating vehicles out of service for maintenance and repair work. They coordinate back-up service during a breakdown and contact assistance (medical and/or law enforcement) during an emergency. They report to the Supervisor and the Manager.

The goal of the Dispatcher is to facilitate a smooth transit operation daily by authorizing departures as scheduled, by verifying on-time service during a transit run, and by providing information and support to drivers immediately as needed.





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WORK PLAN

Routes and Schedules

PCAM will adhere to the routes in Exhibit E and schedules as specified in Exhibit A, Scope of Work under section D, Routes, Frequency, Hours and Days of Service. Furthermore it will adjust and/or make modifications to routes, frequency, or service hours as specified by the County with proper and timely notification.

Staffing Plan

Position		Number of Positions	Total Hours Per Week
Drivers	Full-time	1	24
Spare Drivers	Full Time	1	As needed

Personnel Certifications and Endorsements

In response to Part 1, Section 4, #'s C-8 (Driver endorsements and Medical Certifications) & C-9 (Maintenance Manager ASE Certification in T-8) of the RFP, please be advised that upon award of the contract PCAM, LLC is prepared to submit any and all required documentation and certifications as required by Federal, State, and local regulations for the personnel dedicated to the Acton-Agua Dulce Shuttle Services. PCAM will retain all qualified personnel of the prior contractor for a period of not less than 90 days pursuant to California Labor Code 1070-1074.

Recruitment

PCAM recruits, interviews, and evaluates in good faith all potential employees. The employment policy of the Company requires that all personnel assigned to a transportation operation read, speak, and write English and can follow written and verbal instructions in English.

PCAM's means for recruiting new personnel entail several methods. The Company seeks prospective employees from classified or display advertisements in local newspapers and other publications, from employment agencies, and from local referrals. Our experience has been that the quickest method for securing qualified individuals for parking and transportation contracts is from employment agencies. However, PCAM remains open to all methods described and is flexible in using recruitment options.

Every employee must complete an application for employment. They are required to present a valid driver's license, a copy of a current Department of Motor Vehicle individual printout, and consent to a general background check and drug test before being hired by PCAM. The





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Company never knowingly employs or retains any individual convicted in a court of competent jurisdiction of theft or of misappropriating funds.

The Company always has adhered and continues to adhere to all laws regarding the employment of aliens and others. Moreover, PCAM certifies that all employees meet citizenship or alien status requirements as stipulated in Federal and State statutes and regulations. The policy of PCAM always has been to hire only United States citizens or individuals legally permitted to work in the US.

PCAM will obtain a further verification of employment eligibility status required by Federal statutes and regulations as they exist currently and as they may be amended thereafter. Additionally, PCAM will maintain files pertaining to all related documentation for such employees as prescribed by law. PCAM willingly assumes full responsibility for its actions in this area.

PCAM never knowingly hires any individual who has been convicted of a crime involving theft, dishonesty, embezzlement, physical violence, or threat of violence. Physical violent crimes include, but are not limited to, assault, rape, murder, or robbery.

Equal Employment Opportunity

PCAM has always been and will continue to be an Equal Opportunity Employer. The company affirms that it is right to achieve diversity among its qualified employees and will take action to implement this policy fully and fairly. PCAM endorses and complies with the spirit and intent of policies and objectives of all Federal, State, and local regulations concerning equal employment opportunity, nondiscrimination, non-segregated facilities, and employment of the handicapped and veterans.

- All employment decisions shall be based on the principles of Equal Employment Opportunity and are done so to further this commitment by PCAM.
- PCAM employs and advances qualified women, minority individuals, handicapped persons, disabled veterans, and veterans of the Vietnam Era.
- In accordance with cost and necessity, and insofar as possible, PCAM shall make reasonable accommodation to physical and mental limitations of employees and applicants. The company does not reduce compensation to handicapped individuals or covered veterans because of any disability income, pension, or other benefits they may receive from another source.
- Recruitment, hiring, promotion, assignment, discipline, and discharge shall be made without regard to race, sex, color, national origin, religion, handicap, age (over 40), medical condition (cured or rehabilitated cancer, HIV and AIDS), sexual preference, marital status, ancestry, or veteran status, except where age and sex are bona fide job requirements or where handicap is a bona fide job disqualification.





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- All other personnel actions such as compensation, benefits, layoff, return from layoff, leave of absence, and company sponsored training, social and recreational programs shall be administered without regard to race, sex, color, national origin, religion, handicap, age (over 40), medical condition (cured or rehabilitated cancer, HIV and AIDS), sexual preference, marital status, ancestry, or veteran status.
- Harassment of any employee by another because of race, sex, color, national origin, religion, handicap, age (over 40), medical condition (cured or rehabilitated cancer), sexual preference, marital status, ancestry, sexual harassment is absolutely prohibited and is not tolerated.
- If any Employee believes he or she has been discriminated against or sexually or otherwise harassed, PCAM encourages the employee strongly to report it to the President of the Company immediately. PCAM keeps such claims confidential and investigates them without delay.
- PCAM guarantees all employees and applicants' protection from retaliation, intimidation, and interference for reporting harassment or discrimination, filing a complaint, or assisting in the investigation by the Company or any governing agency.

PCAM shall include the nondiscrimination and compliance provisions of this IFB to all subcontractors performing work under this contract. PCAM and subcontractors shall provide written notice of their obligations to abide by nondiscrimination laws and regulations to any labor organization with which they have a collective bargaining or other agreement.

PCAM and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated hereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). PCAM and its subcontractors also shall comply with applicable regulations for the Fair Employment and Housing Commission implementing Government Code, Section 1299- (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, which is incorporated into this contract by reference and made a part hereof as if set forth in full.

Hiring Process

For our contract operations, PCAM uses the following process to hire drivers:

1. Application
 - Applicant driver completes application form
 - Submits DMV printout (30 days current)
 - Staff verifies past employment and references
2. Process Hiring
 - Pass drug test





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- Verify prescription medicine (if applicable)
 - Staff submits form for DMV administered Pull Notice Program (PNP)
 - Uniforms issued
3. Company Orientation & Training
- Company manual distributed and explained
 - Passenger relations: general service, accommodate special needs, sensitivity training
 - Safety (video and lecture): review vehicle specs, defensive driving, ADA-equipment, passenger safety, driver safety, traffic laws and regulations
 - Understanding and completing reports
 - Pass CHP-required Proficiency Test
4. Assignment
- Familiarize driver with vehicle: review engine, brake system, fuel system, heating & air conditioning, tires, signage, interior / exterior appearance
 - Route training (fixed and demand response): maps, on-site travel
 - Fueling procedures
 - Understand and complete reports specific to the needs of the transit authority
5. On-Going Training
- Monthly one-hour safety meetings for all drivers on selected topics
 - Questions from drivers
 - Open forum for drivers and supervisors to discuss productivity improvement
6. Evaluation
- 90-day probationary period for new hires measuring overall efficiency based on all of the above criteria
 - Annual evaluation of all drivers by Project Supervisor encompassing On-Time Efficiency, Safety, Passenger Relations, and Reporting
 - On going monitoring of employees through the DMV pull notice program and random drug testing.
 - Unobserved road checks of drivers by supervisors on a random, but regular basis.

Training Program

All employees receive extensive training before assignment to an operation as well as additional, hands-on training at the designated sites.

Upon hiring, each employee receives a written Job Position description and a Company Operations and Procedures Manual. The Manual includes policies regarding benefits; wages; training; performance evaluations and discipline; the Affirmative Action Plan; general operating and management polices for cash control, reporting and accounting; adherence to the Company's Quality Control Plan; staff scheduling plans and duties; emergency





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procedures; and procedures for customer service, general information requests, and proper uniforms and identification badges. New employees also are instructed on the objectives and the specific details of their work assignment.

On-site training consists of personnel learning about operations, procedures, and the high performance standards that are guaranteed to ensure customer satisfaction. The orientation emphasizes our joint commitment to high quality and to consistent superior service. The orientation emphasizes responsibility for safe, courteous, and prompt service. Also, employees learn procedures for maintaining quality service.

Driver Training

All Drivers complete a General Training Course and a Defensive Driving Course. This training consists of the following:

- Effective communication with management, passengers, guests, fellow colleagues and the general public in fluent English.
- Professional and courteous demeanor.
- Effective ability to establish professional and friendly relationships with our customers.
- Ability to work effectively and efficiently without direct supervision, follow directions, and to adjust their service to the needs of the customers.

The training course includes but is not limited to the following:

- General Transportation Safety procedures, detecting unsafe conditions and the use of equipment (e.g., two-way radios); incident reporting, general record keeping, and assisting elderly and disabled customers when applicable.
- Drivers' Safety
- Drivers' Maneuverability Field Test
- Ensuring safe vehicle operation in heavily congested areas.
- General Maneuverability in confined areas
- Route training (i.e., strict adherence to designated shuttle routes).

The Project Manager or Supervisor monitors and evaluates employee performance. On-site training initially requires a supervisor to ride with Drivers to monitor their proficiency and ability to provide additional assistance as required.

Additional on-site training will focus on customer relations, daily vehicle safety and operational checklist items and other operational aspects as required. Drivers undergo a safety and performance test semi-annually and additional training is offered for improving general performance or as necessary for company advancement.





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PCAM considers drivers and other support personnel for permanent employment only upon completing all training satisfactorily and meeting all Company employment standards.

To maintain excellent service, PCAM requires employees to continue training in customer relations, operational procedures, and safety semi-annually for a combined total of at least 24 hours per year. Additional supervisory training will be offered to certain individuals based on their superior performance, as opportunities become available.

Drivers who are involved in a preventable accident or have a below-average performance rating will be required to undergo additional retraining. Retraining of drivers in this area will be reported to the County for verification before the driver is placed into active service.

The PCAM Transportation Management maintains files of all training records at the office performing contract support functions. All records will be made available for inspection whenever desired by contract representatives.

The following summarizes the entire training process:

SUBJECT	HOURS
General Orientation, Policies, Benefits, Work Rules, Conduct	1 hours
Vehicle Operation and Specifications	2 hours
Pre- and Post-Trip Inspections	2 hours
Defensive Driving	8 hours
Accident and Safety Procedures	8 hours
First Aid/ CPR Training	8 hours
Assistance to Persons with Disabilities And Passenger Relations (Including wheelchair loading/unloading)	24hours
Route Familiarization	8 hours
Vehicle Operation and Driving Evaluation	<u>24 hours</u>
Total	85 hours

PCAM will submit to the County written certification of each employee's completion of its driver-training program under the Contracted Shuttle Bus Service contract.

The driver training process follows the following outline:

1. Orientation

All employees must attend a formal Company orientation so that a high degree of courteous and efficient service is ensured for each project. Personal and professional characteristics such as politeness, safety, reliability, and a sense of urgency are emphasized to employees as a key part of their job. Company training stresses repeatedly the importance of team work, which in transportation



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operations means cooperation by all employees to deliver the best service possible and the need for employees to respect and help each other at all times.

2. Review Various Vehicle Specifications
 - Brakes
 - Steering
 - Drive train
 - Suspension
 - Lights
 - Doors
 - Seating
 - Heating & air conditioning
 - Emergency equipment
 - Communication equipment

3. Pre- and Post-Trip Inspections
 - Proper form completion
 - A standardized step-by-step inspection Process
 - Follow Through when problems are identified

4. Defensive Driving
 - Explain time/distance ratios of large vehicles at various speeds
 - Braking and acceleration
 - Apply gradual increases in pressure according to estimated time/distance ratio
 - Faster for more distance
 - Slower for less distance
 - Apply gradual increases in acceleration according to estimated time/distance ratio
 - Faster for more distance
 - Slower for less distance
 - Use of mirrors and signals
 - Adjust speed and handling to actual conditions during:
 - Daytime or nighttime
 - Inclement weather (rain, snow)
 - Emergency conditions (earthquake, power failure, severe storms and flooding)

5. Safety and Accident Procedures
 - Passenger Safety
 - Verify all passengers are seated or holding handrails
 - Keep passengers out of stairwells during vehicle operation
 - Drive 5-10 mph below speed limit when vehicle is overcrowded
 - Stop, turn off engine, and apply emergency brake
 - Approach individual(s) professionally and seriously
 - Avoid raising voice
 - Inform individual(s) that they must leave the vehicle and why
 - Give information on filing a response to their ejection if requested
 - Escort individual(s) off the bus



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- Ensure other passengers remain still (seated or standing) and calm
 - Call for security if individual(s) refuse cooperation
 - Personal Driver Safety Habits
 - Start every shift rested and fed
 - ABSOLUTELY no alcohol use at least 4-6 hours before starting shift
 - ABSOLUTELY no illegal drug use at any time
 - Take only appropriate dosage of prescription medication
 - Provide written authorization from physician
 - Certain prescription medications disallowed (antihistamines, codeine, etc.)
 - Verify driver licensing and medical cards
 - Traffic Rules and Regulations
 - Speed limits
 - Posted conditions
 - Procedures during emergency conditions
 - Follow directions of law enforcement or other public safety authorities as required
 - Accident Procedures
 - Emergency First Aid
 - Cardiopulmonary Resuscitation
 - Call for emergency medical assistance if any bodily injury occurs
 - Notify PCAM management and the contracting authority if any accident occurs
 - Remain accessible for interviews regarding accident
 - Complete all forms, reports, or other documentation required by PCAM and the contracting authority
6. First Aid And CPR Training
7. ADA Equipment and Other Assistance to Persons with Disabilities
- Proper areas for boarding and unloading passengers in wheelchairs
 - Review vehicle specs for lift-gates
 - Review interior space for safe and convenient wheelchair placement
 - Proper use of lifts and tie-downs

Customer Service And Professional Conduct

Transportation is a service business. PCAM insists on courtesy and professionalism from all employees who provide transportation services we behave courteously and professionally with everyone we encounter during business operations.

Each customer who interacts with the Company is left with a feeling about our company. Their feelings and impressions will relate directly to their experience with each employee. Our employees are the Company to our customers. This is what makes the work employees do both challenging and rewarding.

Employees provide a service that meets our customer's expectations and satisfies their needs so that they will have a positive experience and will continue to use our service and the many





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others we operate. The next several pages explore the key factors in providing superior customer service.

Providing Excellent Service

Customers are demanding. They often expect you to know what they want without telling you, and many will be disappointed when you don't. As service professionals, we already know many of the customers' expectations. However, one may want to ask: What do my customers want from me? Courtesy, good manners, civility, and prompt service are obvious answers other important aspects of the service given are the way driver dress, the way they move, the way they speak, the way they make eye contact, listen and respond. Even the way employees act when they are not taking care of customers, but are still within their view, creates part of the image customers have of employees and PCAM. All actions must project to customers – as if they were told directly – "I know what you need, and I will take care of you."

Five Customer Expectations

Customers evaluate service quality on the following five factors:

- Reliability
- Responsiveness
- Courtesy
- Understanding
- Presentation

Our goals are to provide what was promised, to be dependable and accurate, and to assist customers in a timely manner. Drivers and Managers offer help routinely when a customer looks puzzled or has questions. They remain polite, confident, and knowledgeable. If they do not have answers to a customer's question, someone who does is contacted as soon as possible. Drivers and Manager are sensitive and caring when solving a problem or answering questions. They make their work area presentable in every detail. Cleanliness and neatness communicate capability and quality.

Now we examine the customer's five primary expectations in detail:

Reliability

Customers are very sensitive to the consistency of the service they receive. Therefore, it is important that situations are handled consistently. Customers form opinions about what one will and won't do for them. Customers are always comparing service with that of others. As service providers, we strive to do the best job possible so our customers return and spread good words about PCAM. Employees are required to know the policies and procedures manual.



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Responsiveness

Nobody likes to wait. The most frustrating aspect of waiting, is not knowing, how long the wait will be in time when circumstances are beyond our control, politely apologize and give assistance and do so with a smile!

Courtesy

All PCAM employees are knowledgeable of the service and communicate respectfully with their customers. They work conscientiously to attend to customer needs within the range of their responsibilities and abilities. Customers may expect it, but Drivers do not have to know everything. They answer questions to the best of their knowledge and ability and if additional assistance is needed, the customer is told, courteously, that another staff person is being contacted.

Understanding

Everyone is a customer at some point in our daily lives. We train and remind employees to think about how they want to be treated as a customer and to treat the customer the same way. Listening attentively to customer requests without interruption is essential to serve them effectively. Sometimes a customer just wants someone to listen to them, not necessarily to solve their problem(s).

If a mistake is made, a sincere apology follows. Corrective action is taken.

Presentation

Employees take pride in their appearance. They wear clean and neat uniforms each day and inform their supervisor when they need replacements for worn uniform pieces. Smile and say "please," and, "thank you" -- and mean it! Practice good posture. Ensure the public view of the work place is clean and safe. They have, and project, a friendly attitude.

Image And Attitude

The customer is the reason for our being here. Knowing that the customer is always the customer (not the problem or the enemy) helps an employee keep their focus where it belongs -- keeping the customer. When customers are wrong, the Attendant's role is to use those trained skills to help make them right, without embarrassment or blame.

Sometimes customers will misunderstand the limitations of our service or what specific services we can offer. Providing some insight about why a rule exists helps clarify a misunderstanding. Customers may have special needs that require additional assistance and we ask employees to seek ways to be accommodating. When in doubt, employees give the customer the benefit of the doubt.



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Personal Appearance And Standards Of Conduct

The following are PCAM's standards of appearance and conduct:

- ☒ Hair must be well groomed and no longer than the neckline.
- ☒ Beards must be well trimmed.
- ☒ No earrings are allowed while performing duties.
- ☒ Hats are not permitted unless it is a PCAM hat.
- ☒ No discolored or faded jackets or vests can be worn.
- ☒ Eating, drinking, smoking and chewing gum are not permitted while on duty.
- ☒ The use of alcohol and drugs is forbidden before and during a work shift.
- ☒ Personal visitors are not permitted in the working area.
- ☒ Sitting is permitted only in designated areas.
- ☒ Do not enter establishments unless it is necessary (e.g. rest room, water).
- ☒ There should be obvious signs of respect given to customers.
- ☒ If errors or mistakes occur, apologize to the customer.
- ☒ Always display proper conduct while performing duties (i.e., no loud talking, arguing, or horseplay).

PCAM adopts a Substance Free Workplace policy and enforces this effort to the fullest extent. PCAM requires mandatory drug and alcohol screening tests for new hires and conducts random tests on the workforce generally.

PCAM makes all employees aware of its policy on discipline and provides a copy of the policy upon employment. The Company documents all disciplinary actions in writing and provides a copy to the employee. If necessary, employees receive additional counseling and job training. PCAM terminates an employee when the Company is reasonably certain that they committed a serious offense against any Company safety, honesty, or courtesy policy.

Helpful Responses And Problem-Solving Tips

Words to use that elevate the level of customer service:

- ☒ "Good morning, good afternoon or good evening," always said as if you mean it.
- ☒ "Please, Thank You, and You're Welcome."
- ☒ "I'll take care of that for you." Or, "Let me take care of that for you."
- ☒ "Yes sir" - or ma'am, and whenever possible use Mr. or Ms. and their last name.
- ☒ "I understand how you feel." (when you do understand)
- ☒ "I take full responsibility."
- ☒ "No problem."

The ability to solve problems is a key to providing great service. It makes the job easier. It makes the company run smoother. It also can mend relationships with customers. No matter what happens, or why, it is better to handle the occasional mishaps directly and effectively than to ignore them and hope that they will disappear.



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Here are some phrases to avoid that may increase the anger or frustration of customers. Each one is followed by suggested alternative phrases:

- ❌ Avoid, "I don't know." Instead, say, "That's a good question. Let me check and find out."
- ❌ Avoid, "We can't do that." Instead say, "Let's see what we can do." Then find an alternative solution.
- ❌ Avoid, "You'll have to..." Instead say, "Here's how we can help you with that."
- ❌ Avoid, "No." Instead say something such as, "We aren't able to take you there may I suggest another way."

The goal is to give a positive, helpful response. With practice, Drivers learn that this technique is very useful and effective.

Working Together

Since the service we provide is a joint effort by all employees, it is important that we all do our share when assisting customers. No matter what service is provided, employees are an important part of the business. Credit is given to those who help others. Thank co-workers whose concern for customers serves as a role model for you. Doing this in front of customers shows them your team effort. Make sure your managers give you the support you need, give positive feedback when they help you do your job. Good customer service is a joint accomplishment in which everyone involved should be rewarded.

How employees feel about themselves and their job will be reflected in the quality of their work. Drivers, Managers, and the organization all work together to manage the environment in which everyone works. But only employees can manage the way they react in a given service encounter. The following are suggestions to reduce stress:

- ❌ Relax.
- ❌ Take a deep breath.
- ❌ Ask for help or take a break.
- ❌ Count to ten, while relaxing your body.
- ❌ Laugh, a sense of humor is one of your best defenses against stress.
- ❌ Smile, it's contagious.
- ❌ Talk positively. Sharing encounters with co-workers helps find the humor in a situation and find new ideas for handling similar situations.

Drivers can only serve others as well as they feel. They are advised to take care of themselves because they are the only ones who can do that best.



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On-Going Customer Service Training

PCAM provides recurrent training in customer service to maintain a high level of effectiveness. Managers or Supervisors conduct customer service sessions at least once monthly. They examine all customer service issues identified above, review certain points in greater detail as needed, and address specific matters raised by a contracting authority or by a customer as required. Managers or Supervisors also work with Drivers one-on-one to ensure that service skills remain up to standard. If necessary, PCAM provides its staff specialized training in image enhancement and public relations one to four times annually by a firm recognized as a specialist in these services. These sessions include, but are not limited to, lecture, discussion, role-playing, viewing training films, and written responses to questions.

PCAM operates on-going training as a forum for the entire staff to participate. Everyone has an opportunity to learn from each other, to experience genuine teamwork toward a common goal, and to improve their individual professionalism for advancement in the Company. For PCAM, these sessions offer an excellent mechanism to build trust and high morale among its employees and to learn how to improve customer service and the methods for training.

Retention Plan

The transportation industry has a reputation for high turnover and transient employees. Yet, PCAM prides itself on the longevity of many employees in each division of the company: parking management, hotels; transportation, airport operations, and fleet maintenance services. Indeed, several employees have progressed steadily through positions of increased responsibility and into management. Some have been in continuous employment with PCAM for more than ten years. Approximately 70% of the work force has been employed by PCAM for three years or longer. More than 50% of the Managers were promoted from within.

Uniforms

All drivers are required to wear PCAM uniforms. Uniformed PCAM drivers are easily identified by customers. Uniforms, including identification badges, must be worn throughout the work shift. PCAM identification badges display PCAM, as well as the employee's name and position. Employees are required to keep their uniforms clean and neatly pressed. The following are among PCAM's standards for appearance:

- Hair must be well groomed and no longer than the neckline.
- Beards must be well trimmed.
- No earrings are allowed while performing duties.
- Hats are not permitted unless it is a PCAM hat.
- No discolored or faded jackets or vests can be worn.
- Eating, drinking, and chewing gum are not permitted while on duty.
- Sitting permitted only in designated areas.



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PCAM furnishes personnel with all necessary uniform items. Employees are required to deposit \$25 with PCAM to protect against loss of uniforms. PCAM is responsible for providing (and replacing, upon normal wear and tear) the following item counts to each union personnel:

	<u>Full-Time</u>	<u>Part-Time</u>
Shirts	5	3
Jacket	1	1
Sweater	1	1
Tie	1	1
Baseball Cap *	1	1

Driver Uniform Samples



PCAM, LLC can provide other color schemes at the requested of the County

Driver Safety

PCAM will conduct an Orientation Workshop to ensure that all employees, prior to beginning work on this agreement are familiar with safe work practices, local rules and regulations, OSHA standards, and the proper handling of hazardous materials associated with work and the work standards for the County vehicles.

PCAM's personnel are trained in the operation and safe handling of all assigned equipment. Daily inspection is made prior to operation for safety. Technicians and other staff hold various certifications for the operations of specialized vehicles and equipment currently operated by the County.

All personnel attend scheduled safety meetings insuring current awareness of State and Federal OSHA REGULATIONS. All safety meetings are recorded and all records are kept current at our corporate location. IIPP records are maintained at PCAM corporate location and will be provided to the County for inspection on request.



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PCAM has and will maintain all prescribed safety supplies and equipment at each location staffed by our organization. PCAM have a long-standing record of safety compliance in our operations.

PCAM shall notify the County Operations Manager in writing and the appropriate law enforcement agencies immediately upon discovery of any theft or vandalism to vehicles and equipment while under PCAM's responsibility.

PCAM will be responsible for the replacement or repair of vehicles and equipment damaged as a result of PCAM's, or its vendor's, negligence or poor security, while the vehicle is under PCAM's control for maintenance or at outsourced locations.

Subsequently to the events of September 11th and in addition to the above mentioned safety precautions PCAM has implemented a Security plan that meets the FTA's Safety and Security requirements, please refer to the Additional Information Section, Security Plan of this Proposal.

Maintenance And Storage Facilities

Division Headquarters: 4975 Valley Blvd., Los Angeles, CA 90032

Storage: 4975 Valley Blvd., Los Angeles, CA 90032

Vehicle Storage Facility

PCAM, LLC offers the County excellent logistics for the administrative and vehicle storage components of this transportation service. The vehicle storage facility is at the Division Headquarters, this translates to easy access to not only to the Project Supervisor but also the Transit Coordinator and the office manager who can relay messages to any member of the management team during normal service hours.

PCAM's choice of Nextel communication and GPS system ensures good communication along with a formal dispatcher on this transportation service. The Transportation Division maintains a communication coordinator as part of its Nextel usage to facilitate communications between the field and the transportation base as needed.

Maintenance Facility

The Fleet Services Division extends PCAM, LLC's excellent logistics for Acton-Agua Dulce Shuttle Service even further with our service locations. The primary maintenance facility is located at its division Headquarters at 4975 Valley Blvd., Los Angeles, CA 90032. The facility is equipped with Two (2) lifts, a 2400 sq. foot office with a 5,000 sq. foot repair shop. The storage facility is EPA Approved.



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Vehicle Maintenance

Fleet services will follow recommendations for Preventive Maintenance stipulated in RFP and may make adjustments after management evaluates the fleet and its usage to improve time and cost efficiency.

Initially, Preventive Maintenance-A service will be performed every 200 hours based on hour-meter reading or three (3) months, whichever occurs first:

1. Safety Checklist
2. Tires-recording a tread depth of all tires, maintaining a minimum 3/32" tread depth, 5/32" for emergency and essential
3. Lights-exterior and interior lights and gauges
4. Windshield wipers
5. Fluid levels
6. Battery and charging system; clean terminals and check cables
7. Heating/air conditioning system
8. Exhaust system and exhaust hangers and clamps
9. Steering and suspension
10. Frame, cross members, and body joints
11. Driver shaft and U-joints

Preventive Maintenance-B will be performed on every ten (10) week. This PM activity will include items 1-3 in PM-A identified above and the following:

4. Inspect critical components (hoses, belts, etc.), replace worn or damaged components.
5. Inspect vehicle appearance (look for body damage, rust, interior condition, ect.)
6. Engine oil and oil filter change
7. Lubricate chassis, hinges, locks, etc
8. Check and service emission control
9. Brake inspection- record remaining life (replace worn, damaged, or leaking components)
10. Service cooling system needed
11. Starter/charging system- check and repair or replace defiant components
12. Inspect air cleaner element and replace as needed

Preventive Maintenance-C will be performed on every fourth PM interval. This PM activity will include items 1-10 in PM-A identified above and the following:

11. Rotate and balance tires
12. Service front wheel bearings
13. Scope engine
14. Service automatic transmission, including adjustment, fluid change, and filter
15. Engine tune-up and emissions



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When a vehicle enters a Fleet Service facility, a mechanic inspects its condition carefully to identify all mechanical deficiencies and safety needs. If the condition of a vehicle or equipment item exceeds normal wear and tear unexpectedly or may have been abused by the user, the assigned Technician reports this in writing to the appropriate authority. Fleet Technicians and Working Lead Men remain alert to equipment or parts requiring excessive maintenance, repair, or indications of improper use by the user. Reports and statistical data from inspection reviews reveal this, as well as any premature failure of parts. Technicians or Working Lead Men report these conditions in writing immediately.

Maintenance Program

Fleet Services develops and implements systematic Preventive Maintenance programs for vehicles and off-road equipment in all weight classifications to reduce as much as possible repair expenditures and unit downtime. These programs meet or exceed manufacturer specifications and all local, state, and federal regulations. They encompass a comprehensive schedule of inspections, lubrications, component replacement, and repair. Fleet Services ensures that preventive maintenance standards meet or exceed the specifications of Original Equipment Manufacturers (OEM) and of those required in a transportation contract.

To verify its PM activities, Fleet Services maintains maintenance records to document the time and scope of activity servicing each item under contract. These records include a description of the item, identification number, and source, data placed in service, use and condition, disposition data, and a maintenance log stating all service work.

Conducting regularly scheduled preventive maintenance service results in a significant reduction of repair expenditures. Obviously, the mechanical condition of any vehicle is as important as any other facet of transportation operations. As such, strict adherence to correct maintenance practices, especially manufacturer recommendations, extends for the duration of any contract. Moreover, PCAM agrees to permit authorized representatives or designated agents of a contracting authority to inspect our maintenance records or procedures at any time with reasonable notice.

Fleet Services will maintain all components of each vehicle, including:

- Daily preventive maintenance checklist performed by drivers.
- Minor maintenance by PCAM Fleet Services mechanics (oil and air filter changes, tire repair, head/tail light replacement, etc.) at the PCAM maintenance facility or by the Mobile Maintenance Service.
- Scheduled routine vehicle maintenance at the PCAM maintenance facility.
- Vehicle maintenance for the annual California Highway Patrol bus inspections.
- Unscheduled maintenance for major vehicle repair at the maintenance facility.



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- Vehicles kept clean and sanitary with unmarred and undamaged exteriors and interiors throughout the term of a contract.
- Van conversion-type vehicles replaced after 150,000 miles and mid-size transit buses replaced after 300,000 miles.
- Ensuring all vehicles meet CHP requirements for annual terminal inspection (Section 34501, California Vehicle Code) and annual satisfactory inspection documentation.
- Ensuring all vehicles comply with current laws and regulations and subsequent changes requiring equipment modifications or additions.

PCAM Fleet Services removes vehicles from service immediately if any of the following items are defective or not up to operating standards.

- **BRAKES:** any item relating to the brake system that does not meet acceptable standards. Brake adjustments, worn linings and air leaks are automatic "out of service" items.
- **AIR SYSTEMS:** must be clean and properly maintained. There are no exceptions.
- **STEERING AND SUSPENSION:** steering box, lines, king pins, tie rods, radius rods, bellows, valves, bushings, shocks, etc., that are worn close to or past the limits dictated by good preventive/predictive maintenance practices.
- **ENGINE AND TRANSMISSION:** dirty engine compartments, any fluid leaks, worn hoses, lines or belts, exhaust leaks, excessive smoke, etc.
- **AIR CONDITIONING:** must be fully operational. No defects will be acceptable.
- **WHEELCHAIR LIFTS:** must be fully operational. No defects will be acceptable.
- **DESTINATION SIGNS:** must be fully operational and readable by the public. No more than 5% of the pixels can be out.
- **INTERIORS:** must be clean and graffiti free. No torn, stained or dirty seats or damaged rear or side panels, loose handrails, loose screws, etc. Any scratches of 1/4th inch or longer may be considered to be graffiti. Damaged or missing decals are not acceptable.
- **WINDOWS:** must be clean, spot and graffiti free. Windows must be fully operational.
- **EXTERIORS:** must be clean and free of all body damage, including tree scratches. Faded or torn bumpers and fender flares, excessive soap buildup, water spots, and damaged or missing decals are not acceptable.
- **TIRES AND WHEELS:** tire tread must meet minimum requirements specified in the Operating Agreement. Tire height between inner and outer tires on the same side must not differ by more than 3/32nds of an inch. Leaking seals, loose or missing studs and lug nuts, and dirty wheels are not acceptable. Tires with cuts, grooves, or evidence of curb damage (past the manufacturer's rub bars) are not acceptable.

The Fleet Services Maintenance staff coordinates the scheduling of PM-A, PM-B, and PM-C Inspections with the Project Manager. In all cases, preventive maintenance activities comply with



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the specifications and warranty of the original equipment manufacturer and with consideration given to any special seasonal and equipment requirements. Moreover, the Maintenance Supervisor monitors the performance of all required federal, state, and locally mandated safety and emission inspections.

If the condition of a vehicle or equipment item exceeds normal wear and tear unexpectedly or may have been abused by the user, the assigned Technician reports this in writing to the appropriate authority. Fleet Technicians and Supervisors remain alert to equipment or parts requiring excessive maintenance, repair, or indications of improper use by the user. Reports and statistical data from inspection reviews reveal this, as well as any premature failure of parts. Technicians or Supervisors report these conditions in writing immediately.

PCAM uses the Mitchell Maintenance System for its fleet service operations. Users enjoy its simplicity Agency in automating the details of fleet maintenance and its capacity Agency to customize information, reports, sorting, and cost analysis. Reducing time for information retrieval and presenting it in a clear and concise format translates into improved maintenance and repair service at a lower cost and greater long-term fleet utilization.

The Mitchell software program tracks information on equipment for Technicians and Drivers, schedules preventive and emergency maintenance, calculates depreciation and variable operating costs based on current Period, Year-to-Date, and Life-to-Date time frames. Equipment reports include total variable cost per mile, fuel and oil usage, fuel miles per gallon, vehicle utilization and replacement analysis. It provides a complete cost breakdown, including parts and labor for vehicle components such as engine, transmission, electrical, brakes, tires, etc.

Its capacity to generate reports encompasses all maintenance data in a variety of formats. Reports include, but are not limited to: Equipment History with Parts & Labor Costs, Outstanding Work Orders, Workload Forecast, Actual Costs vs. Budget, Maintenance Due Summary, Past Due PM, Vendor Performance, Technician Performance, Projected Material & Parts Requirements, Equipment Downtime, Warranty & License Expiration, Man Hours Report, Cost Summary by Account, Material & Parts Cost, Outside Vendor Performance.

PCAM Fleet Services will conform to all maintenance, repair, and inspection requirements of the County. Any changes in that regard will be discussed between PCAM and the County before a contract is signed. The County will have access to all maintenance records at its request and can conduct unannounced maintenance inspections.

On the repair side, Fleet Services performs quick-fix repairs, routine repairs, major overhauls, and complete vehicle refurbishing. A quick-fix repair is work requiring one hour or less. A routine repair is the repair or replacement of parts, scheduled or unscheduled, to maintain service and safety standards. A major overhaul is extensive work on engines deemed cost-effective. Vehicle refurbishing is extensive work on the entire unit - engine, electrical systems, fuel systems, heating and air conditioning, body, and interior.

To achieve consistent quality service, the division requires on-going technical and safety training for using new equipment, for improving their repair techniques, for learning new



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technologies (computer command systems, fuel injections, etc.), and for storing, handling and disposing of hazardous waste.

PCAM Fleet Services offers sound directives to its clients for leasing or purchasing vehicles and equipment to maximize the expenditure of dollars to fleet usage. Its experienced personnel offer relationships with dealerships to facilitate better financial terms and construct incentive programs for volume deals.

Overall, PCAM Fleet Services personnel consistently deliver the expertise to support all operational activities in a fleet service contract. The depth of talent in the division for total fleet management and long-term fleet development also includes alternative fueled vehicles, alternative fuel conversions, and hybrids. Moreover, PCAM can fulfill special requests for transportation service to supplement additional needs in fleet maintenance or to support events for other departments of the County.

Breakdown and Accident Procedures

The following procedures summarize different scenarios that could develop in which a replacement vehicle would be required within one half hour after a vehicle in service becomes unavailable for use.

Mechanical Breakdowns:

- PCAM maintains backup shuttle vehicles at the vehicle storage facility for immediate dispatch to the location of the disabled vehicle. In addition to the Road Supervisor, the Project Manager will be Class B certified if an on-call driver is unavailable.
- PCAM performs routine preventive and scheduled maintenance to minimize breakdowns. - The Backup Shuttles are rotated in service routinely to schedule regular maintenance service for operating shuttles.
- PCAM uses local shuttle vehicle (bus) rental agencies and our existing fleet of vehicles to ensure continuous professional shuttle service when necessary.

Accidents:

- Inside all shuttles are incident/accident forms. Employees are instructed to fill out all required documents, properly and completely, if an accident occurs.
- All drivers follow specified contract and PCAM accident contact procedures and immediately contact:

Local Security / Police Department
Emergency fire, ambulance, or Police units
Immediate supervisor and/or road supervisor



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PCAM Project Manager, Contracting agency designated representative Or other appropriate agency, PCAM Corporate Office

- All drivers are equipped with Nextel mobile radios. The devices function as two-way radios, digital message pagers, and cellular telephones. All drivers remain on the same frequency with the ability to broadcast to the base station or to all vehicles or to vehicles or persons individually on a private line. Cellular telephones allow drivers to contact appropriate parties without delay.

Vehicle Cleaning

PCAM has worked closely with the County in establishing a weekly cleaning schedule. That includes weekly cleaning, washing and scrubbing of the full exterior, wheels, fuel-fill area, scrubbing of oil or other excessive residue on the rear end, and inside of all windows. All graffiti, interior and exterior, will be removed before the vehicle is returned to service. Every fifteen days or 2,000 miles (whichever is first) cleaning will also include the seats, stanchions, ceiling, sidewalls, and floors, which will be scrubbed, washed, or shampooed. Insects and vermin will be removed as necessary.

Seats or windows that have been vandalized or damaged shall be cleaned or replaced within seven (7) days. The Contracting Agency may extend that time if PCAM notifies it in writing with a reasonable explanation for the delay. PCAM will replace with matching fabric any seats or cushions that cannot be cleaned or are damaged beyond repair. We will immediately replace all windows that are scratched or etched to the extent that they are opaque, distorted, or seriously damaged.

PCAM's standards follow these guidelines:

Daily cleaning: Limited interior sweeping, vacuuming, mopping (with a "wet" or "moist" mop), dusting, and removal of marks on panels, windows, and upholstery (including foreign matter such as gum, grease, dirt, and graffiti).

Weekly cleaning: Interior washing of seats, floor, ceilings, walls, stanchions, grab rails, and interior glass of the destination sign.

Monthly cleaning: All rubber or vinyl exterior components such as tires, bumper fascia, fender skirts, wheels, aluminum wheels, windows, panels, and door edge guards (with preservative) or as necessary to maintain an attractive appearance.

The interior of vehicles is swept, mopped (with a "wet or moist" mop) and dusted daily. Any marks on panels, windows, and upholstery (including foreign matter such as gum, grease, dirt, and graffiti) are removed as necessary. The interior of all vehicles will be thoroughly washed at least once per week, including all windows, seats, floor, stanchions, and grab rails. Ceilings and



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walls are cleaned at least once weekly or more often as necessary. The interior glass of a destination sign is cleaned to maximize visibility for public.

The exterior of vehicles is washed every other day except during rainy weather. All rubber or vinyl exterior components such as tires, bumper fascia, fender skirts, and door-edge guards are cleaned with a preservative at least once monthly or as necessary to maintain an attractive appearance.

PCAM is proud of our existing vehicle appearance program that promotes cleanliness both inside and outside the vehicle. All drivers are trained to maintain the vehicle they drive in an outstanding condition. Although the most important priority is mechanically safe vehicles, the cleanliness of vehicles receives an equal amount of attention by drivers and maintenance personnel.

Specifically, PCAM's performance standards of "Very Good," "Acceptable," and "Unacceptable" follow these guidelines:

EXTERIOR:

Windshield:

- **Very Good:** A perfectly clean windshield with nothing on the surface of the windows to obscure the view for people inside and outside the vehicle.
- **Acceptable:** Slight film of dust on the windshield but nothing to limit the view of the driver or passengers or anyone outside the vehicle to any degree.
- **Unacceptable:** The noticeable appearance of dust and dirt or other markings on the surface of the windshield. People's view from outside the vehicle is distracted due to something on the surface of the window.

Windows:

- **Very Good:** Perfectly clean windows with nothing on the surface of the windows to obscure the view for the drivers and passengers inside the vehicle or people outside the vehicle.
- **Acceptable:** Slight film of dust on the windows, but nothing to limit the view of the driver or passengers or people outside the vehicle to any degree.
- **Unacceptable:** The noticeable appearance of dust and dirt or other markings on the surface of the windows. The driver and passenger view from inside the vehicle and people's view from outside the vehicle is obscured due to something on the surface of the window blocking their view.

Body – Front & Sides:

- **Very Good:** The standard of cleanliness that is evident after a vehicle has just been washed properly and thoroughly; no evidence of dirt or grime on the surface of the vehicle.
- **Acceptable:** Some evidence of dirt, grime, smudges, or other markings are noticeable upon close inspection of the vehicle. However, such markings are not noticeable to a casual observer from a distance.



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- **Unacceptable:** Clear evidence of dirt, mud, or other markings on the outside of a vehicle from any distance. To a casual observer, the vehicle may appear to not have been washed in several weeks.

Body – Rear:

- **Very Good:** The standard of cleanliness that is evident after a vehicle has just been washed properly and thoroughly; no evidence of dirt or grime on the surface of the vehicle.
- **Acceptable:** Some evidence of dirt, grime, smudges, or other markings on this area of the vehicle are noticeable upon close inspection of the vehicle. However, such markings are not noticeable to a casual observer from a distance.
- **Unacceptable:** Clear evidence of dirt, mud, or other markings on this area of the vehicle from any distance. To a casual observer, the vehicle may appear to not have been washed in several weeks.

Fuel Filter Area:

- **Very Good:** No evidence of stains, dirt, grime, or other markings. There is the appearance this area was just washed or cleaned.
- **Acceptable:** There are minor stains or other markings in this area but the appearance does not appear in any way to be unclean. Upon close inspection, it would appear this section of the vehicle was not cleaned in the past 24 hours.
- **Unacceptable:** A noticeable appearance of stains or other markings. This part of the vehicle appears to be unclean and would be judged by a normal person to be in need of cleaning.

Wheels:

- **Very Good:** There is no appearance or evidence of mud, dirt, and grime. This condition exists after wheels have just been cleaned properly or very recently.
- **Acceptable:** There is some minor evidence of dirt, mud, grime, or other unclean markings. This condition would be observed after a vehicle has been washed and been in operation for one to two days in fair weather conditions.
- **Unacceptable:** There is a major evidence of dirt, grime, soot, dust, and/or mud on the surface of the wheels. It would appear the wheels have not been washed for five or more days and there is the appearance the wheels are unclean.

Rubber/Vinyl Parts:

- **Very Good:** No evidence of markings or dirt. There is the appearance the surface is brand new or has been neatly polished.
- **Acceptable:** The surface area appears to have been brand new or polished recently and can be considered clean and sanitary, but is beginning to appear dull.
- **Unacceptable:** The surface area appears dull and is covered with a slight film of dirt. Smudges and other markings are evident and it appears the surface areas need cleaning and polishing.

Destination Sign Area:

- **Very Good:** No area is free from marks, or surface dust and dirt. To a casual observer, this area does not need to be cleaned and the Sign shown is not obscured to any degree.



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- **Acceptable:** At close inspection, there is a slight film of dust on the surface area. However, the area is not obscured to any extent.
- **Unacceptable:** The Sign area is obscured from view to any degree (regardless of how minor) and/or is unclean.

INTERIOR:

Entry/Driver Area:

- **Very Good:** This area is free from all trash, dust, and dirt and appears to have been swept very recently. To a customer, the areas would be judged as being very neat and clean.
- **Acceptable:** There is some minor evidence of dust, but the area could not be considered as being untidy. To the average customer, the area appears clean.
- **Unacceptable:** There is evidence of trash and the need for the area to be cleaned is very apparent.

Windshield:

- **Very Good:** A perfectly clean windshield with nothing on the surface of the windows to obscure the view for the drivers and passengers inside the vehicle.
- **Acceptable:** There may be a slight film of dust on the windshield but nothing to limit the view of the driver or passengers to any degree.
- **Unacceptable:** The noticeable appearance of dust and dirt or other unclean markings on the surface of the windshield. The view of drivers and passengers from inside the vehicle is obscured due to something on the surface of the window blocking the view.

Floor/Aisle:

- **Very Good:** This area is free from all trash, dust, and dirt and appears to have been swept very recently. To a customer, the areas would be judged as being very neat and clean.
- **Acceptable:** There is some minor evidence of dust, but the area could not be considered as being untidy. To the average customer, the area appears clean.
- **Unacceptable:** There is evidence of trash, dirt, and the need for the area to be cleaned is very apparent. It is obvious the area has not been swept or vacuumed.

Seats:

- **Very Good:** The seats appear to be brand new or just have been polished or cleaned and free from any surface tears, marks, or scratches.
- **Acceptable:** Other than the remainder of the conditions described for the "Very Good" category just mentioned, the seats appear to not have been polished in the past 48 hours.
- **Unacceptable:** There is a slight film of dust or dirt on the surface of the seat. Also, the seats have cracks or tears on the surface.

Seat Backs:

- **Very Good:** The seat backs appear to be brand new or just have been polished or cleaned and free from any surface tears, marks, or scratches.



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- **Acceptable:** Other than the remainder of the conditions described for the "Very Good" category just mentioned, the seat backs appear to not have been polished in the past 48 hours.
- **Unacceptable:** There is a slight film of dust or dirt on the surface of the seat. Also, the seat backs have cracks or tears on the surface.

Windows:

- **Very Good:** Perfectly clean windows with nothing on the surface of the windows to obscure the view for the drivers and passengers inside the vehicle.
- **Acceptable:** Slight film of dust on the windows, but nothing to limit the view of the driver or passengers to any degree.
- **Unacceptable:** The noticeable appearance of dust and dirt or other markings on the surface of the windows. The view of drivers and passengers from inside the vehicle is obscured due to something on the surface of the window blocking their view.

Lift or Exit Door Area:

- **Very Good:** This area is free from all trash, dust, and dirt and appears to have been swept or vacuumed very recently. To a customer, the areas would be judged as being very neat and clean.
- **Acceptable:** Upon inspection, there is some minor evidence of dust, but the area could not be considered as being untidy. To the average customer, the area appears clean.
- **Unacceptable:** There is evidence of trash, dirt, and the need for the area to be cleaned is very apparent. It is obvious the area has not been swept, vacuumed or cleaned recently.

Sidewall Panels:

- **Very Good:** The panels appear to be brand new or just have been polished or cleaned and free from any marks, or scratches.
- **Acceptable:** Other than the remainder of the conditions described for the "Very Good" category just mentioned, the panels appear to not have been polished within the past 48 hours.
- **Unacceptable:** There is a slight film of dust or dirt on the surface on the panels. Also, the panels have marks, cracks, or tears on the surface.

Modesty Panels:

- **Very Good:** The panels appear to be brand new or just have been cleaned and free from any scratches.
- **Acceptable:** Other than the remainder of the conditions described for the "Very Good" category just mentioned, the panels appear to not have been cleaned within the past 24 hours.
- **Unacceptable:** There is a slight film of dust or dirt on the surface of the panels.

Stanchions/Grab rails:

- **Very Good:** The panels appear to be brand new or just have been cleaned and free from any scratches or dirt.



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- **Acceptable:** Other than the remainder of the conditions described for the "Very Good" category just mentioned, the Stanchions/Grab rails appear to not have been cleaned within the past 24 hours.
- **Unacceptable:** There is a slight film of dust or dirt on the surface of the Stanchions/Grab rails.

Information Display Area:

- **Very Good:** The area is free from marks, or surface dust and dirt. To a casual observer, this area does not need to be cleaned and any information appearing is not obscured to any degree.
- **Acceptable:** At very close inspection, there is a slight film of dust on the surface area. However, the area does not appear to be unclean to any extent.
- **Unacceptable:** There are marks and the area appears to be unclean to any degree (regardless of how minor).

Schedule Holder(s):

- **Very Good:** The area is free from marks or surface dust. To a casual observer, this area appears to not need to be cleaned and any information appearing is not obscured to any degree.
- **Acceptable:** At very close inspection, there is a slight film of dust on the surface area. However, the area does not appear to be unclean to any extent.
- **Unacceptable:** There are marks and the area appears to be unclean to any degree (regardless of how minor).

Quality Control

This Quality Control Plan (QCP) for PCAMM is applicable to all areas of operation in its organization. All personnel use it as the most important tool to achieve company goals. PCAM owners know top-level managers in an organization must be committed to a quality improvement program that entails developing, organizing, and implementing a Quality Control Plan by the most up-to-date and effective Quality Control practices possible. The ownership of PCAM wants top-quality thinking and decisive leadership permeating every level of the company.

A major feature to our Quality Control Plan is Continuous Process Improvement. The philosophy of "Continuous Process Improvement" calls for the continuous improvement by management and staff performing processes, service, training, evaluation, and all other areas of operations to achieve an optimum level of efficiency requires examination and re-examination of operations and personnel functions. PCAM encourages all employees to submit recommendations for changes, additions, and deletions in their area of expertise to the Plan in writing through their immediate supervisor. These supervisors forward the recommendations to senior management officials promptly. Usually, corporate management responds to such requests within 60 days. Corporate management officials consist of the Chief Executive Officer, President/Legal Counsel, Chief Financial Officer, Parking Management Director, Transportation Director, Hospitality and Hotel Management Director and Operations Manager or any authorized representative.



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1. SCOPE:

- a. This QCP encompasses all areas of operations in the Parking Management, Transportation Management, Hospitality and Hotel Management and Fleet Services Divisions of PCAM. It is applicable to subcontracted agencies and personnel.
- b. PCAM designed a QCP to ensure customer satisfaction by QC management of all company services.
- c. When necessary, PCAM prepares written tests, inspection procedures, and other evaluation measures to fulfill operational procedures.

2. RESPONSIBILITIES:

- a. Corporate management retains responsibility for developing, implementing, and evaluating the QCP.
- b. All employees of PCAM are responsible for QC in their respective areas: ticket/pass distribution, collection, space utilization, customer service, facility/equipment maintenance and inspection, safety, security, records management, and communication from the division's Director to Supervisors to Location Managers to Attendants and Cashiers. The Company considers every employee a Quality Control Representative.
- c. PCAM expects employees to ensure the highest quality control in their assigned area and to recognize internal and external circumstances that may affect the performance of their duties, positively or negatively. The degree for responsibility of quality control increases with each higher level of supervision within the Company.

3. QUALITY CONTROL GOALS:

- a. Demonstrate strong and consistent leadership from management in facilitating, achieving, and maintaining high performance standards through initial training, on-going training, performance evaluations, together as a team.
- b. Satisfy customers who use our services.
- c. Foster and promote employee growth and development at all levels of the company by mastering fundamentals (maximizing space, basic equipment operation, revenue collection/control, documentation, customer service) and accumulating new technical knowledge (operation of state-of-the-art equipment, managing electronic data, recharging electric vehicles, etc.).
- d. Emphasize cooperation and teamwork at all levels.
- e. Establish good relations with vendors, suppliers, and subcontractors.
- f. Promote innovation continuously and improve current methods and procedures, i.e., "Continuous Process Improvement": communicate better, question assumptions during on-going training never settle for performing the minimum requirements, never assume today's standards for operations will be tomorrow's.
- g. Teach basic statistical and non-statistical techniques to assist employees to perform assigned tasks.
- h. Collect and analyze sound and accurate data.



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- i. Supervisors and Managers verify that the QCP is enforced throughout the operation by observation and by measurable performance standards, e.g., maximum revenue control, superb facility maintenance, highest level of customer satisfaction, and excellent relations with a contracting authority.

4. QUALITY CONTROL PLANNING:

- a. Manager/Supervisor Functions – the system managers and supervisors follow to reach QCP goals:
 - 1. define quality to subordinates
 - 2. survey customers to understand their needs and views
 - 3. identify quality problems
 - 4. collect and analyze correct data
 - 5. determine corrective data
 - 6. assemble resources to improve productivity
 - 7. stimulate employee growth and teamwork
 - 8. resolve employee complaints and grievances
 - 9. reward accomplishments
- b. Long-Term QCP Planning – the roadmap for a growing organization:
 - 1. determine goals based on identification of customer needs
 - 2. determine process required to meet these goals
 - 3. provide resources to fulfill process
 - 4. accurate measurement of progress to meet goals
 - 5. identify "trouble spots"
 - 6. take action to isolate causes and resolve problems
 - 7. keep "continuous quality improvement" activities in place
- c. Customer Service
 - 1. know your customer
 - 2. identify the specific character and variety of customer needs
 - 3. translate customer needs into specific goals
 - 4. organize to achieve goals
 - 5. full follow-through

5. PCAM ORGANIZATIONAL QUALITY CONTROL PROGRAM:

- a. Quality Teams
 - 1. quality teams study documented problems, develop solutions, and ensure implementation
 - 2. members of the Parking Management, Transportation Services, Hospitality and Hotel Management and Fleet Maintenance Divisions compose these teams; they can be formed at the location, regional, or upper-management level
 - 3. they measure progress, discuss related problems, and produce reports if necessary



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b. Quality Factors

1. the customer determines quality
2. build improvements and a system for anticipating the on-going needs of customers
3. on-going education and training of employees
4. upper-management must remain committed to "continuous quality improvement"

c. Internal Methods:

1. supervisor surveys organization to identify problems
2. list in order of importance problems needing solutions
3. management may conduct more in-depth inspections and may build inspection systems tailored to the specific needs of an organization if necessary
4. full follow through

d. Quality Management

1. understand the direction for reaching operational goals of parking management and work to reach goals using those methods already identified
2. encourage originality, innovation, and improvement
3. recognize important and pertinent results
4. teamwork – cooperate, help, and share experience

e. Quality Implementation

1. compare actual results against expectations
2. realistic determination of progress
3. acknowledge improvements
4. understand future steps
5. conduct unannounced "spot checks"
6. examine trend and nature of customer complaint
7. examine trend and nature of problems (if any) with suppliers and vendors
8. evaluate growth of managers and supervisors

f. Measurement Standards:

1. obtain data regularly from various operational reports:
 - quality reports
 - progress reports
 - inspection reports
 - financial reports
 - quality audit
 - financial audit
 - other audits
2. additional operational reports
 - employee surveys
 - customer complaints





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- vendor surveys
 - management by observation
 - management by personal association
3. reports filed at the corporate headquarters
- Financial Record file
 - Operations Manager file

6. FUTURE QUALITY CONTROL FOCUS:

- a. every job is part of a process for delivering the most efficient management service
- b. every individual's responsibility is to understand the customer-service strategy
- c. every individual's responsibility is to control problems and implement QCP methods to achieve effective solutions.

Transition Team

PCAM uses a "Transition Team" approach to ensure a smooth transition for operating a new or existing transit system. The actual start-up operation begins as soon as PCAM receives the authorization to proceed. PCAM commits to performing all services by the scheduled start date of this contract.

Following notification of the award of the contract, PCAM uses the planning period to clarify any contractual requirements and to conclude plans for the implementation of services. PCAM is already prepared to begin operations at the scheduled start date and has the in-house staff and resources to coordinate all logistical requirements fully for every contractual requirement. If any unanticipated complications arise, the designated contract representative or other authorized point of contact shall be advised immediately.

PCAM maintains constant communication with all designated representatives throughout the term of the contract and, most importantly, during the preparation and the initial implementation phase of the project. PCAM desires to share more than 20 years experience providing transportation services and making decisions regarding all facets of such operations with representatives of the contracting authority and their support staff to ensure that final actions are consistent with the overall goals of the program.

The "Transition Team" is made up of experienced PCAM personnel, each of whom is chosen for the specific attributes that they bring to the overall transition effort. The main focus of the "Transition Team" is to provide new and/or continued service to users of the system without inconvenience or interruption. The "Transition Team" establishes the most effective operational procedures during the transition period and solidifies a foundation for continuous service excellence. The Transportation Division and company management have studied the project specifications and have formulated an analysis of the proposed services to be provided. The "Transition Team" has access to all corporate resources necessary to provide a smooth transition for all patrons and is responsible for the successful implementation of the operational strategy.





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"Transition Team" members are:

<u>Person</u>	<u>Position</u>
- Alex Martin Chaves	Chief Executive Officer
- Helen Mouat, CPA	Chief Financial Officer
- David Lawson	Vice President of Operations
- Mario Cadenas	Project Manager

Mobilization Plans

PCAM develops a Mobilization Plan that guarantees the achievement of all contract requirements in a timely manner. This Mobilization Plan is multifaceted and starts immediately upon award of the contract. Immediately, PCAM delivers the foundation for excellent performance during the term of this contract.

The following Mobilization Plan activities occur contiguously upon award of the contract:

- Site visits are coordinated directly by PCAM Corporate Management personnel along with PCAM representatives already familiar with the transportation activities. These visits include the Project Manager and Supervisors who are involved extensively with this contract as well. The organizational focus is on establishing service and providing a smooth transition of the transportation service to all customers and personnel.
- Vehicles are made available for the service after thorough inspection by PCAM to ensure compliance with all safety and mechanical components required in the maintenance plan of the contract. Vehicles will be ready for service at the start date.
- The PCAM Project Manager and Transition Team will begin to interview and to appoint individuals to the positions. Corporate personnel will begin orientation and training of selected candidates.
- The Project Manager, all Supervisors, and Drivers will become completely familiar with the service area and routes. All personnel assigned to work on the project learn the established routes and become familiar with various aspects of the service to aid passengers with questions regarding directions and locations of significant places of interest.
- PCAM will schedule weekly meetings with the existing Contractor to effect a professional transition. PCAM will keep them informed of each step in the transition process and will coordinate with them activities designed to introduce PCAM operators to the ridership and communities in which the service operates.
- PCAM will maintain continuous contact with the contracting authority concerning the progress of activities for assuming management and operation of the bus service.





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The following pages present specific timelines and plans for implementing the Acton-Agua Dulce Shuttle Service:

Implementation Plan

PARKING COMPANY OF AMERICA

Transportation Division

SERVICE IMPLEMENTATION PLAN

Prepared for: Acton-Agua Dulce Shuttle Service

Key: Exec-Executive PM- parking Management MS- Maintenance Supervisor

OM- Operations Manager TD-Transportation Director T-Trainer

Contrac/Legal Tasks	Accountability	Weeks Leading To Start-Up				Start-Up
		4	3	2	1	
Sign Final Contract Document	Exec	█				
Submit Insurance Certificate	PM					
Sign Facility Lease	Exec	█				
Obtain EPA Number	PM					
Obtain Appropriate Licenses	PM		█	█		
Approval Of Start-Up Plan	Exec		█			
Dispatch Tasks						
Prepare Vehicle Service Logs	Dispatcher					█
Prepare Missed/Late Trip Log	Dispatcher					█
Start-Up Team Tasks						
Transportation Director Input	TD		█	█	█	█
Project Manager Input	PM					
Trainers' Input	T					█
Facility Tasks						
Complete Facility Modifications	PM		█	█		
Display Safety Posters	PM					█
Post FCC License	PM		█			
Prepare Evacuation Plan	PM					
Post Business License	PM					
Write Security Procedures	PM		█			
Operations Tasks						
Operations Meetings With Contracting Agency	PM			█	█	█
Create Operations Procedures	PM		█	█		
Prepare Operations Handbook	PM			█		
Hang Service Area Maps	PM					█
Install Staff Member Check-In Board	PM					█
Performance Goals	PM					█





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Road Call Reporting Procedure	PM				
Final Driver Schedules/Shift	PM				
Fuel Records Procedure	PM				

Driver Recruitment/Hiring Tasks

Complete Wage/Benefit Schedule	PM				
Open-House For Potential Employees	PM				
Interview Potential Employees	PM/TD				
Review Performance/Current Employees	PM/TD				
Notify Current Employees Of Status	PM				
Interview New Applicants	PM				
Review Performance/New Applicants	PM				
Reference Checks/New Applicants	PM				
Conduct Criminal Record Checks	PM				
Conduct Physical/Drug Tests For Hired Drivers	PM				

Driver Training Tasks

Prepare Training Schedule	PM/T				
Submit Training Schedule To Contracting Agency	PM				
Distribute Training Schedule To Drivers	PM				
Designate Routes For Road Test	PM				
Conduct Driver Training Classes	PM/T				
Order Driver Name Badges	PM				
Behind-The-Wheel Training	PM/T				
Conduct Final Road Test	PM/T				
Obtain Driver Certification	PM/T				
Hold Driver Training Meeting	PM/T				
Conduct (Service) Training Runs	PM/T				
Issue Name Badges	PM				
Distribute PCAM Employee Handbook	PM				
Create Personnel Files	PM/T				
Create Training Files	PM/T				
Enter Drivers Into Payroll System	PM				

Maintenance Tasks

Obtain Mfr.'s Service Manuals For Vehicles	MS				
Finalize Maintenance Procedures	MS				
Finalize Maintenance Operations	MS				
Finalize Vehicle Cleaning Procedures	MS				
Finalize Road Call Procedures	MS				
Post Vehicle Service Schedule	MS				
Post Vehicle Cleaning Schedule	MS				





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Conduct Safety & Training Class	MS/T								
Finalize Quality Assurance Program	MS								

Accounting Tasks

Finalize Budget	PM								
Input Budget To Financial System	PM								
Establish P&L Variance Procedure	PM								

Administrative Tasks

Distribute Labor Policies To Staff	PM								
Distribute Safety Policies To Staff	PM								
Finalize Lost And Found Procedures	PM								
Post Emergency Procedures	PM								
Finalize Management Plan	PM								

Vehicle-Related Tasks

Deliver Vehicles To PCAM Facility	PM								
Ensure Operation Of Wheelchair Lifts	MS								
Install Or Ensure First-Aid Kits	MS								
Install Or Ensure Fire Extinguishers	MS								
Ensure Operation Of Wheelchair Tie-downs	MS								
Install Or Ensure Fare Boxes	MS								
Install Or Ensure 2-Way Communication	MS								
List Vehicles For Insurance Coverage	PM								
Place Insurance Certificates In Vehicles	PM								
Verify Vehicle Registrations	PM								
Install Accident Kits in Vehicles	MS								





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SUBCONTRACTORS

At the present time PCAM will not be subcontracting.





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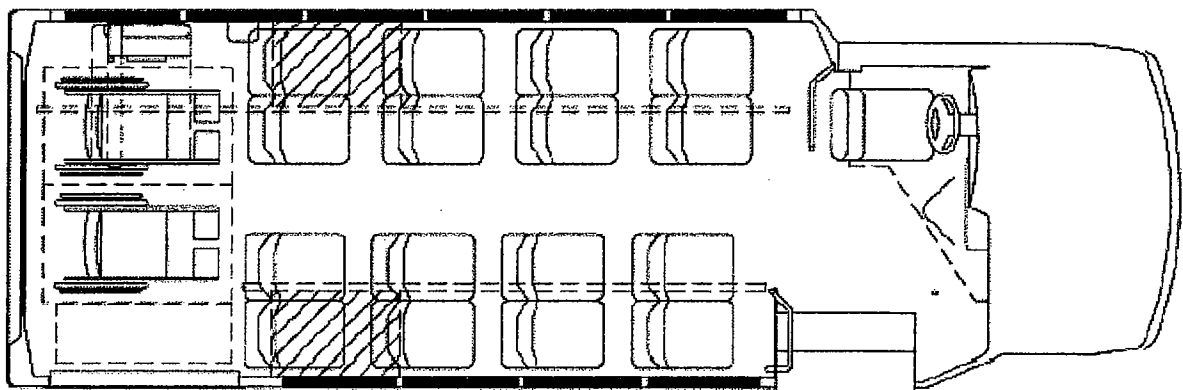
EQUIPMENT

Vehicles

PCAM proposes the use 16-passenger vehicles, forward facing with 2 wheelchairs plus driver. Vehicles will be alternative fuel. In the event that demand for service exceeds the capacity provided by the vehicles, PCAM will at the instruction of the Department of Public Works provide supplemental vehicles that meet or exceed the specifications as described in Exhibit G of the RFP.

In the event that the County decides to use County-owned vehicles PCAM will maintain vehicles, related accessories, equipment and facilities in good working order and in a condition satisfactory to the County.

Quantity	Year	Make	Model	Seating Capacity	ADA Equipped
1	2007	Ford	Aerotech	16 passenger+2w/c	Yes

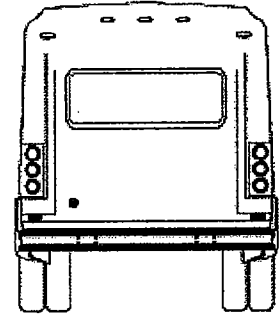
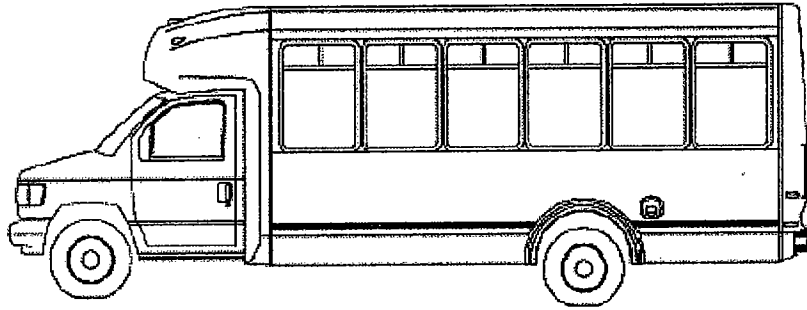
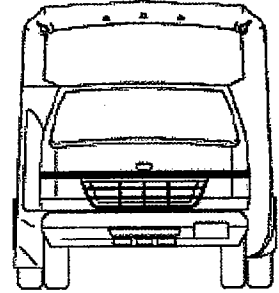
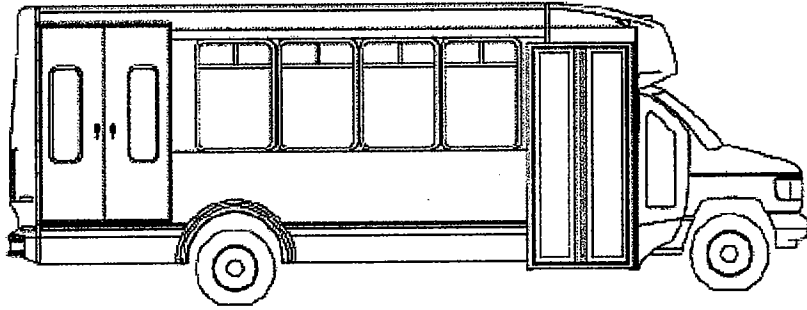


AEROTECH FORD



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**AEROTECH FORD
36" DOOR / REAR LIFT**

See Attached Brochure



Aerotech

Eldorado
National
— a THOR company —

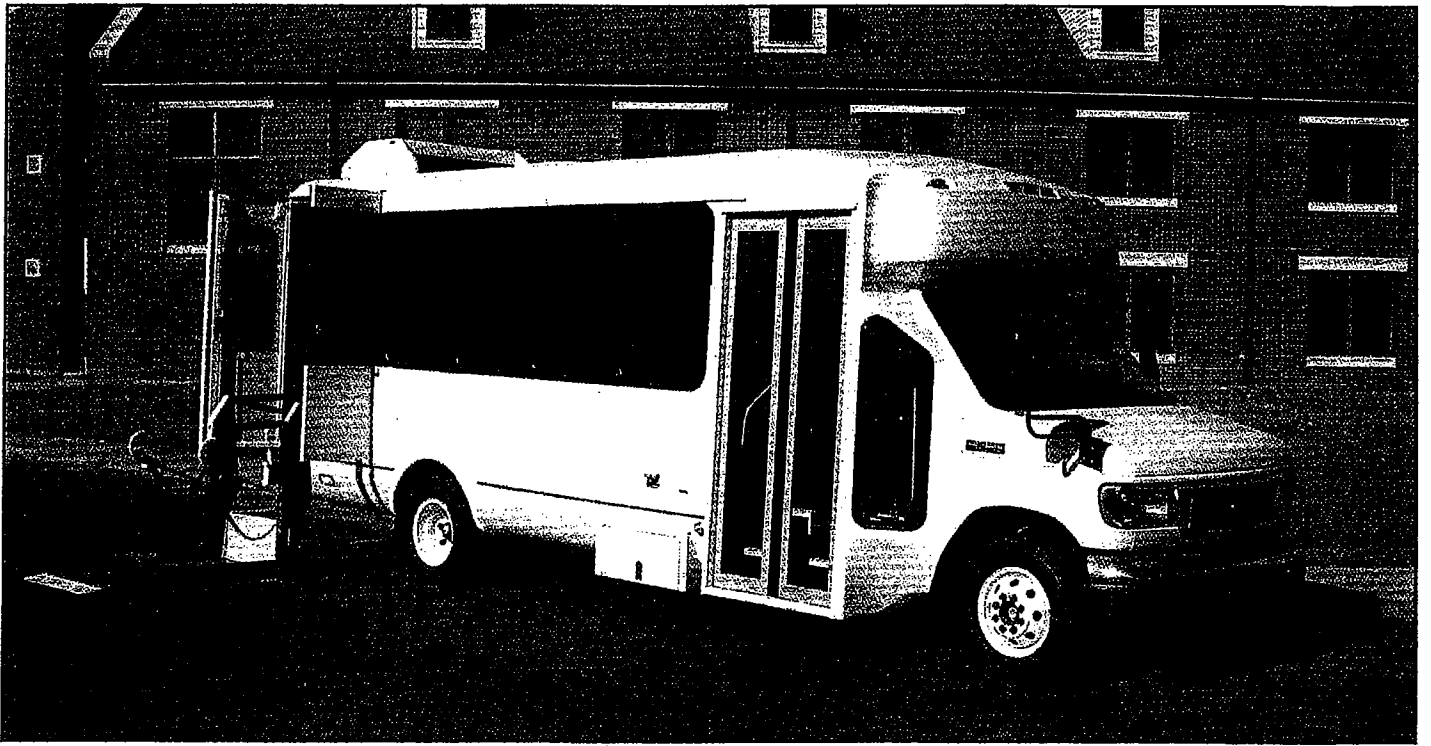


The ideal blend of beauty and durability!

- Number one selling commercial cutaway bus since 1985
- Superior field performance in public and private applications
- Unequaled laboratory and commercial track testing
- Over 250 standard floorplan configurations
- Altoona tested to 7 yr./200,000 miles
- ISO 9001:2000 certified



20' to 27' Cutaway Bus



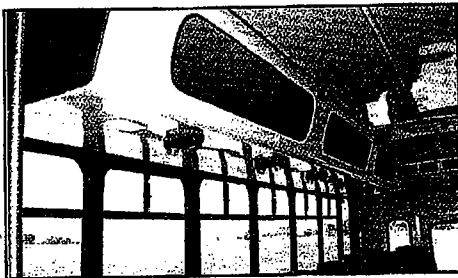
Our Aerotech is in a class by itself.

- Only crash tested commercial cutaway bus
- Exclusive steel reinforced composite construction has superior impact resistance and is free of rust and corrosion
- First to build an all new facility designed specifically for manufacturing commercial cutaway buses

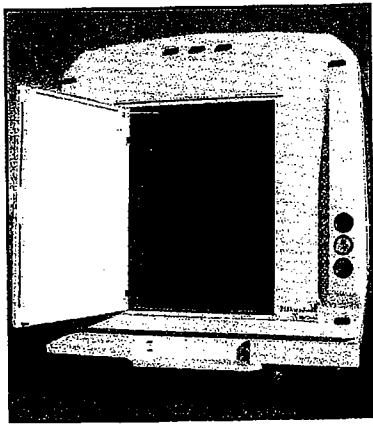


Product Flexibility

Here Are Just a Few Great Features You're Sure to Appreciate!



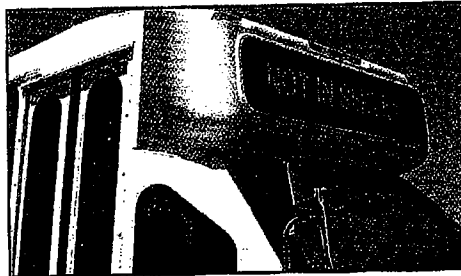
Large overhead storage bins keep smaller carry-ons safely out of the way.



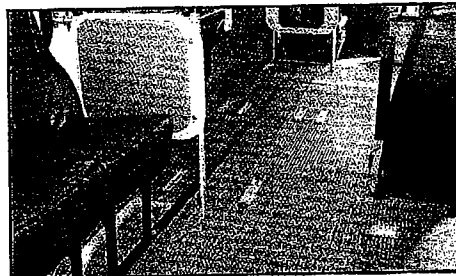
A spacious rear luggage compartment can take over-sized luggage and packages.



A conveniently located luggage rack will easily handle bags of nearly any size.



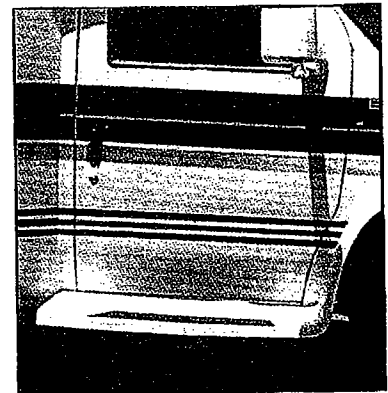
A large, electronic route sign clearly identifies service areas and is easily changed.



Rugged tie-downs firmly anchor wheelchairs and can be located in any position.



Entry doors feature a sturdy hand-rail and guide lights for added safety.



Non-slip running boards provide assistance into cab while adding aesthetic appeal.

Chassis Specifications

Ford

- Engines - Gas 5.4LV8, 6.8LV10 & Diesel 6.0LV8
- Transmission - 5 speed automatic torqueshift
- Transmission cooler
- Brakes - ABS, disc front & rear
- Tires - LT225/75R16
- 4:10 rear axle ratio except E-450 gas is 4:56
- 140 Amp. alternator
- Driver A/C
- Heavy duty radiator
- 37 gal (E-350) or 55 gal (E-450) gallon fuel tank
- Tilt steering
- Dual batteries
- GL20 tinted glass

Chevrolet

- Engine - Gas 6.0LV8
- Transmission - 4 speed auto w/OD
- Transmission cooler
- Brakes - ABS disc front & rear
- Tires - LT225/75R16
- 4:10 rear axle ratio
- 145 Amp. alternator
- Driver A/C
- Heavy duty radiator
- 33 gallon fuel tank
- Cruise control
- Tilt steering
- Dual batteries
- GL20 tinted glass

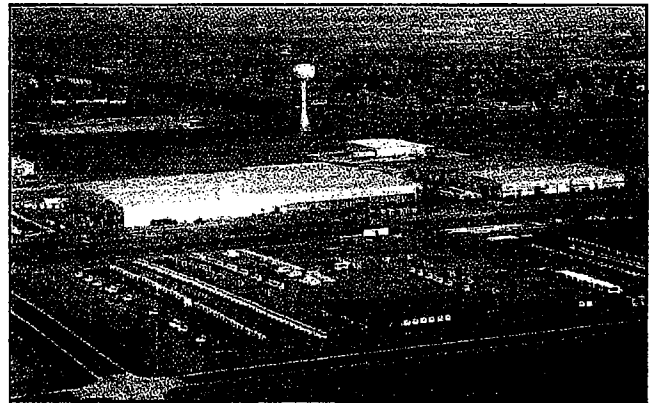
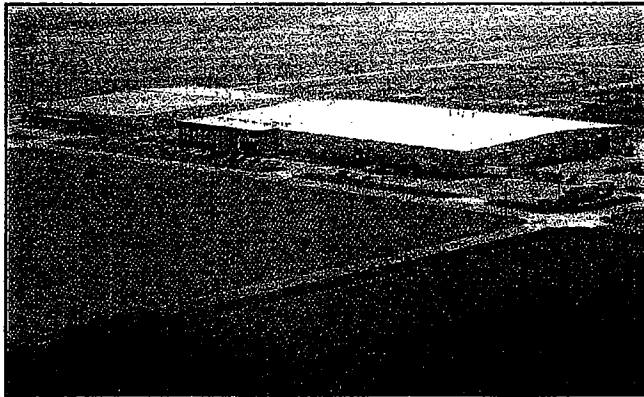
Standard Equipment

- Steel-reinforced composite body w/5 yr., 100K mile warranty
- Bright white, impact resistant, non corrosive, gelcoated, FRP exterior or body panels
- Sidewall features 11-gauge steel, diagonally reinforced passenger area crash barrier which includes seat mounting track
- Trac Lok seat track allows easy seat moving or removal
- Floor frame consists of 2" x 3" 14-gauge tubular steel outriggers attached to 11-gauge C-channel mounted on rubber shock isolators
- 3/4" exterior grade plywood floor undercoated and edge sealed prior to installation
- Heavy duty transit rubber w/ribbed aisle
- Stainless steel safety stanchions on each side of the aisle at entry
- Curb side modesty panel with entry assist handrail
- Deluxe exterior mirrors with convex mirror
- Interior driver rear view mirror
- Heavy duty 12-gauge steel rear wrap around bumper powder coated white to match body
- High-back driver seat
- Master electric panel easily accessible in operator compartment
- Ergonomically designed switch control panel
- All wiring color, number and function coded
- All wiring loomed and secured in position with loom ties
- Door-activated interior lights w/driver override
- Operator map light
- Passenger windows are top T-slide, ventilating, w/maximum tinting
- All stainless steel powder coated entry and wheelchair door frames

Popular Optional Equipment

(Note: This is only a partial listing of optional equipment. For more complete information, contact your EIDorado National representative.)

- Passenger A/C ranging from 30,000 to 87,000 BTU
- Passenger heating ranging from 35,000 to 65,000 BTU
- All HVAC systems thermostatically controlled, located in operator compartment
- Alternators available up to 250 Amp.
- Engine fast idle
- Heavy duty battery on stainless slide-out skirt tray
- Roof-vent escape hatch
- Rear emergency door
- Front and side route signs
- Entry door interlock
- First aid kits, fire extinguisher and flare/road side reflectors
- Reverse alarm
- Full range of seating and upholstery choices
- Full range of luggage compartments, overhead bins and racks
- Custom painting and graphics
- Full range of audio/video equipment
- Deluxe interior trim package
- Restroom
- Kitchenette/wetbar
- Color coordinated floor - rubber or carpet
- Stainless steel wheel inserts
- All necessary equipment for handicapped accessibility and fully compliant with ADA
- Alternate fuels available on the 6.8L V10 engine



With our new 250,000 sq. ft. state-of-the-art facility, we are able to provide timely delivery in addition to the exceptional quality that sets the standard in our industry.

At EIDorado National, we constantly improve our product; as a result all specifications and dimensions are subject to change without notice.



1655 Wall Street • Salina, KS 67401 • (800) 850-1287 • (785) 827-1033
 9670 Galena Street • Riverside, CA 92509 • (800) 362-1287





PCAM, LLC PROPOSAL FOR:

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

For Acton-Agua Dulce Shuttle Service (2007-PA025)

Communication Equipment

Radios

PCAM Transportation uses the NEXTEL communications system on most of its contracts. NEXTEL offers open frequency or private channel capacity, digital clarity, and versatile use. The unit is vehicle mounted and ideal for maintaining communication between and among the Project Manager, drivers, road supervisors, maintenance supervisor, and the base station. Its range is approximately 300 miles.

This system of communication is used on most PCAM transit operations. The system is a state-of-the-art communication service that encompasses a two-way private channel radio that provides private communication between two individuals or among groups of people. It has a digital message pager and also features a GPS tracking system.

For Southern California-based operations, the base station is located at the PCAM Transportation Division's facility at 4975 Valley Boulevard, Los Angeles, California. The radius of the communications coverage is 300 miles.

Two-way radios will be used for dispatching vehicles and for maintaining communication between the driver and the base station. The radios will function as two-way radios, digital message pagers, and as a tracking system. The unit is mounted on the vehicles and can perform all the functions within the same unit.

Dispatchers ensure the departure of vehicles in sufficient time to meet prescribed time schedules on all routes. Additionally, Dispatchers will coordinate daily the conduct of route operations with drivers by operating at the radio base station. Also, Dispatchers will assist the Project Manager and the Maintenance Supervisor in scheduling maintenance at fleet services facilities.

All vehicle radios will be on the same frequency with the ability to broadcast to the base station and / or all vehicles or individually to vehicles or persons on a private line. The GPS capability will allow the Project Manager and Supervisor to check the driver's locations, should it be necessary for them to go to any location on the routes personally and to resolve any problem immediately.

Effective two-way radio communication is essential to a transit operation. Consequently, all personnel performing duties with radios for this transportation service will keep their radios turned "ON" at all times to ensure instructions are disseminated as quickly as possible.

E-mail

PCAM's e-mail system is based on Microsoft Exchange 5.5 and Symantec Antivirus and Anti Spam gateway. PCAM is able to provide emails for local and remote users no matter where they are, in the office or on the road. Additionally, the email system creates the public folders and Corporate calendar in which all users can have access to and share information and





PCAM, LLC PROPOSAL FOR:

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
For Acton-Agua Dulce Shuttle Service (2007-PA025)

resources throughout the corporation. Combined with Symantec Antivirus and Anti Spam gateway, it provides a powerful communication tool and protection against all malicious attacks and spam. As an added feature to our e-mails PCAM has blackberry software installed in the Company server to allow any email that is sent to our regular emails be simultaneously delivered to an individual's blackberry for faster and more convenient responses.

Company Contact Information

PCAM will provide a business contact telephone number, which will be answered by a live person during regular service operation hours. Should an emergency occur personnel answering the telephone will be able to put the Contract Manager in contact with key management personnel.

24-Hour Contact Telephone Number

Upon award of the contract PCAM will provide a 24-hour emergency contact number that will be available 24-hours a day, 365 days a year. PCAM will insure that the manager returns the call within an hour of being requested. In addition it will provide a management phone list.

Transit Vehicles

Contractor Provided Vehicles

PCAM will provide vehicles as indicated on Exhibit G, under Contractor Vehicle Specifications of the RFP. Furthermore, PCAM understands that County does not commit to replacing contractor vehicles with County Vehicle, but may do so at its discretion.

County Provided Vehicles

PCAM understands that the County, at its discretion may procure a propane-fueled vehicle as described in Exhibit F, under County-Owned New Vehicles of the RFP. Should this be the case PCAM understands that this vehicle would replace one the PCAM's vehicles and would have to pay the County a leasing fee of \$1.00 per month. PCAM would be responsible for keeping the County Owned vehicle maintained, insured, serviced, and stored.

Support Vehicles

PCAM will provide all the necessary support vehicles used for supervision and maintenance.

Supplemental Vehicles

In the event that the demand for this service exceeds the capacity provided by the County or the County vehicles are not operable, PCAM will provide additional vehicles as directed and approved by the county.





PCAM, LLC PROPOSAL FOR:

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
For Acton-Agua Dulce Shuttle Service (2007-PA025)

FINANCIAL STATEMENT

Financial Capability

PCAM, LLC also doing business as Parking Company of America, LLC and PCA is a financially stable company. Its capacity for profitability expands daily with parking, fleet maintenance and transportation services increasing rapidly nationwide. Enclosed separately in a sealed envelope is a copy of the most recently audited annual financials for the years ended December 31, 2006, 2005 and 2004. These documents reflect accurately the financial status of the organization.

Our Auditors examine the books and records of the Company annually and have found, without exception, that all transactions are recorded properly, adhering stringently to "Generally Accepted Accounting Principles" (GAAP). Auditors issue unblemished audit opinions each year.

An Audited Financial Statement is the highest degree of certification available attesting to the financial standing of a company. To our knowledge, we are among the only privately held parking, fleet maintenance and transportation companies operating locally with a long history of annual Audited Financial Statements.

Additional service contracts, acquisition of additional properties, expansion of business services by the Company, and maintenance of profitability from existing operations all contribute to steady increases in gross revenues over the years.

You may contact the Chief Financial Officer, Helen Mouat, CPA, if you have any questions or require any additional information regarding the financial statements.

***Preliminary and Proprietary
and Confidential***

1 COPY Parking Company of America
Financial Year-End Statements for
2006, 2005 and 2004

ENCLOSED with ORIGINAL PROPOSAL ONLY.





PCAM, LLC PROPOSAL FOR:

COUNTY OF LOS ANGELES
 DEPARTMENT OF PUBLIC WORKS
 For Acton-Agua Dulce Shuttle Service (2007-PA025)

LICENSES AND CERTIFICATIONS

Business License

Proprietary and Confidential

CITY OF DOWNEY BUSINESS REGISTRATION

The person, firm or corporation below named is hereby registered to engage in, carry on or conduct in the City of Downey, California, the business, trade, calling, profession, exhibition or occupation described below for the period indicated. Granting of the registration does not entitle the holder to operate or maintain a business in violation of any other law or ordinance.

TYPE OF BUSINESS: PARKING CONSULTANT	ACCOUNT NUMBER: 215833
LOCATION: 11101 LAKEWOOD BL	BEGIN DATE: 9/27/1991
OWNER / OFFICER: CHAVES, ALEX	EXPIRATION DATE: 12/31/2007
BUSINESS NAME AND MAILING ADDRESS: PARKING CO OF AMERICA 11101 LAKEWOOD BL DOWNEY, CA 90241	FINANCE DIVISION

Director of Finance

POST IN A CONSPICUOUS PLACE NOT TRANSFERABLE

Proprietary and Confidential

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS

CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE
 THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED

ACCOUNT NO.	TYPE	CLASS	DESCRIPTION	ISSUED	EXPIRES
620889-05	L	189	PROF/ OCCUPATIONS	10-05-02	05-01-02

PARKING COMPANY OF AMERICA MANAGEMENT, INC.
 PARKING COMPANY OF AMERICA
 4975 VALLEY BL
 LOS ANGELES CA 90002-3361

ISSUED BY:

 DIRECTOR OF FINANCE

NOTIFY THE OFFICE OF FINANCE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS — 201 N. MAIN ST. RM 301, LOS ANGELES, CA 90012
 FORM 2000 (Rev. 5/07) IMPORTANT - REAR REVERSE SIDE





PCAM, LLC PROPOSAL FOR:

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
For Acton-Agua Dulce Shuttle Service (2007-PA025)

PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA

AMEND 50

CLASS Z - SPECIALIZED CARRIER PERMIT

FILE NO. TCP0012710 - Z

PARKING COMPANY OF AMERICA MANAGEMENT LLC
PCAM, PCA, PARKING COMPANY OF AMERICA AND HOTEL AIRPORT SHUTTLE
11501 LAKEWOOD BLVD
DOWNEY CA 90241

19

TERMINAL 160 DEMETER STREET EAST PALO ALTO CA 94309

The above-named Carrier, having made written application to the Public Utilities Commission of the State of California for a permit to operate as a CHARTER-PARTY CARRIER OF PASSENGERS, pursuant to Sections 5351 through 5420 of the Public Utilities Code, is granted this permit authorizing the transportation of passengers by motor vehicle over the public highways of the State of California as a CHARTER-PARTY CARRIER OF PASSENGERS, as defined in said Code, subject to the following conditions:

- (1) This permit is issued pursuant to Public Utilities Code Section 5384(e).
- (2) No vehicle or vehicles shall be operated by said Carrier unless adequately covered by a public liability and property damage insurance policy or surety bond as required by Public Utilities Code Section 5392.
- (3) Said Carrier shall comply with all Commission orders, decisions, rules, directions, and requirements governing the operations of said Carrier including General Order Series 115 and 157 and shall remit to the Commission the Transportation Reimbursement Fee required by Public Utilities Code Section 403.
- (4) All vehicles operated under this permit shall comply with the requirements of the Motor Carrier Safety Section of the California Highway Patrol. No vehicle shall be operated unless it is named in the Carrier's most recent equipment list on file with this Commission. Written amendments to the equipment list shall be filed within ten days of the date the vehicle is put into or pulled out of service.
- (5) This permit is subject to amendment, modification, suspension or revocation as provided in the Public Utilities Code and in Commission Resolutions PE-496, PE-501, and TL-18336.
- (6) This permit may not be sold, assigned, leased, or otherwise transferred or encumbered without Commission authorization.
- (7) This permit does not authorize the Carrier to conduct operations on the property of or into any airport unless such operation is authorized by the airport authority involved.
- (8) This permit does not authorize round-trip sightseeing tour service.
- (9) The use of top lights and/or taxi meters in all vehicles operated under this permit is prohibited (D 82-05-269).

This permit expires February 9, 2009. It may be renewed every three (3) years upon submission and approval of a renewal application. This renewal application should be submitted 90-days prior to the expiration date.

Dated this 22 day of February, 2006

BY 
Director, Consumer Protection and Safety Division





PCAM, LLC PROPOSAL FOR:

COUNTY OF LOS ANGELES
 DEPARTMENT OF PUBLIC WORKS
 For Acton-Agua Dulce Shuttle Service (2007-PA025)

INSURANCE

Insurance Certificate

PCAM, LLC is able to meet all the insurance requirements as indicated in this RFP.

Client#: 29887		PARK11		DATE (MM/DD/YYYY) 04/30/2007	
ACORD CERTIFICATE OF LIABILITY INSURANCE			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
PRODUCER Dodge Insurance Services, Inc. Arroyo Insurance Services 3510 Torrance Blvd. Suite 305 Torrance, CA 90503			INSURERS AFFORDING COVERAGE		NAIC #
INSURED PCAM, LLC 11101 Lakewood Blvd. Downey, CA 90241			INSURER A: Travelers		
			INSURER B: Scottsdale Insurance Co		
			INSURER C: Majestic Insurance		
			INSURER D: Miscellaneous		
			INSURER E:		
COVERAGES THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
DESCRIPTION	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/>	Y0305379C185TL07	04/24/07	04/24/08	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED AUTOS \$300,000 MEDICAL EXPENSE \$5,000 PERSONAL AND FAMILY \$1,000,000 GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMPOW AGG \$2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> RENTED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	YR10329D9313TL07	04/24/07	04/24/08	OWNED SINGLE LIMIT (PER PERSON) \$1,000,000 BODILY INJURY (PER PERSON) \$ BODILY INJURY (PER OCCURRENCE) \$ PROPERTY DAMAGE (PER OCCURRENCE) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY \$000 \$
B	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> EXCESS/BURGLARY LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	XL89041255	04/24/07	04/24/08	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ \$ \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/RETIREE/CLIQUE OFFICER/SHAREHOLDER EXCLUDED *NAIC CODES USE SPECIAL PROVISIONS below	G20010289907	04/24/07	04/24/08	<input checked="" type="checkbox"/> NO STAT. <input type="checkbox"/> OTHER <input type="checkbox"/> TORT/CRIMINAL EL. EACH ACCIDENT \$1,000,000 EL. DISEASE - EA EMPLOYEE \$1,000,000 EL. DISEASE - POLICY LIMIT \$1,000,000
D	<input type="checkbox"/> OTHER Crime <input type="checkbox"/> Empty Dishonesty <input type="checkbox"/> Theft and Disappearance	SAA3766740	04/24/07	04/24/08	\$200,000 Dishonesty Lmt \$25,000 Theft Lmt
DESCRIPTION OF OPERATORS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS *Except 10 days notice of cancellation for non-payment of premium.					
CERTIFICATE HOLDER			CANCELLATION		
			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Neil S. Bolger</i>		





PCAM, LLC PROPOSAL FOR:

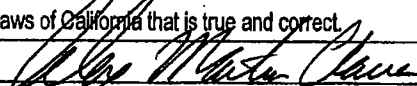
COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
For Acton-Agua Dulce Shuttle Service (2007-PA025)

REQUIRED FORMS

- PW-1** Verification of Proposals
 - PW-2** Schedule of Prices
 - PW-3** County of Los Angeles Contract Employee Jury Service Program Application for Exemption and Certification Form
 - PW-4** Contractor's Industrial Record
 - PW-4.1** Proposer's Driver Safety Record
 - PW-5** Conflict of Interest Certification
 - PW-6** Proposer's Reference List
 - PW-7** Proposer's Equal Employment Opportunity Certification
 - PW-8** List of Subcontractors
 - PW-9** Request For Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/ Organization Form
 - PW-10** GAIN/GROW Employment Commitment
 - PW-11** Transmittal Form To Request an RFP Solicitation Requirements Review
 - PW-12** Charitable Contributions Certification
 - PW-13** Displaced Transit Employee Declaration
-
- LW-2** Living Wage Ordinance – Application For Exemption
(If requesting exemption, submit at least seven days before due date for Proposals)
 - LW-3** Contractor Living Wage Declaration
 - LW-4** Living Wage Acknowledgement and Statement of Compliance
 - LW-5** Labor/Payroll/Debarment History
 - LW-7** Proposer's Medical Plan Coverage
 - LW-8** Proposer's Cost Methodology
 - LW-9** Wage and Hour Record Keeping for Living Wage Contracts



VERIFICATION OF PROPOSAL

DATE: May 2, 2007		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: Acton-Agua Dulce Shuttle Service (2007-PA025)			
DECLARANT INFORMATION			
3. NAME OF DECLARANT: Alex Martin Chaves			
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: Chief Executive Officer			
PROPOSER INFORMATION			
6. Proposer's full legal name: PCAM, LLC		Telephone No.: (562) 862-2118	
Address: 11101 Lakewood Boulevard, Downey, CA 90241		Fax No.: (562) 862-4409	
e-mail: hmouat@parkpca.com	County WebVen No.: 51250301	IRS No.: 20-2264403	Business License No.: 620889-95
7. Proposer's fictitious business name(s) or dba(s) (if any): Parking Company of America or PCA			
County(s) of Registration: Los Angeles		State: California	Year(s) became DBA: 2
8. The Proposer's form of business entity is (CHECK ONLY ONE):			
<input type="checkbox"/> Sole proprietor		Name of Proprietor:	
<input type="checkbox"/> A corporation:		Corporation's principal place of business:	
		State of incorporation:	Year incorporated:
<input type="checkbox"/> Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts		President/CEO:	
		Secretary:	
<input type="checkbox"/> A general partnership:		Names of partners:	
<input type="checkbox"/> A limited partnership:		Name of general partner:	
<input type="checkbox"/> A joint venture of:		Names of joint venturers:	
<input checked="" type="checkbox"/> A limited liability company:		Name of managing member: Alex Martin Chaves	
9. The only persons or firms interested in this proposal as principals are the following:			
Name(s) Alex Martin Chaves	Title Chief Executive Officer	Phone (562) 862-2118	Fax (562) 862-4409
Street 11101 Lakewood Boulevard	City Downey	State California	Zip 90241
Name(s) Eric Chaves	Title President	Phone (562) 862-2118	Fax (562) 862-4409
Street 11101 Lakewood Boulevard	City Downey	State California	Zip 90241
10. Is your firm wholly or majority owned by, or a subsidiary of another firm? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, name of parent firm: _____ State of incorporation/registration of parent firm: _____			
11. Has your firm done business under any other name(s) within the last five years? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes If yes, please list the other name(s): Name(s): Parking Company of America Management, LLC Year of name change: 2004 Name(s): PCA-Parking Company of America Year of name change: 2004			
12. Is your firm involved in any pending acquisition or merger? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, indicate the associated company's name: _____			
13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final.			
14. CHECK ONE:		(a) I am making these representations and all representation contained in this proposal on my personal knowledge; OR <input checked="" type="checkbox"/> (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 is true and correct.			
Signature of Proposer or Authorized Agent: 			Date: May 2, 2007
Type name and title: Alex Martin Chaves, Chief Executive Officer			

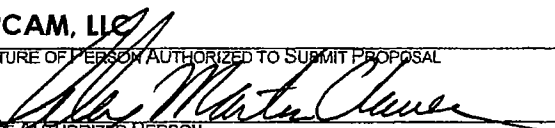
**SCHEDULE OF PRICES
FOR
ACTON-AGUA DULCE SHUTTLE SERVICE (2007-PA025)**

The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following price(s). The Proposer shall furnish all labor, supervision, materials, transportation, taxes, equipment and supplies unless stated otherwise in the RFP. Prices shall include overtime, administrative costs, salary and employee benefits, equipment, uniforms, etc, for the entire contract period including the option years. 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 (hourly rate) quoted, if any, will apply to the actual quantities, whatever they may be.

	Weekday Coverage	Weekend Coverage	Estimated Hours	Hourly Rate**	Annual Total
Acton-Agua Dulce Shuttle Service with Contractor-provided vehicle*	2 days/week 9 a.m. to 4:30 p.m.	1 day/week 9 a.m. to 4:30 p.m.	(152 days) x (7.5 hours/day) = 1,140 hours/year	\$59.35	\$67,657.92
Acton-Agua Dulce Shuttle Service with County-owned vehicle*	2 days/week 9 a.m. to 4:30 p.m.	1 day/week 9 a.m. to 4:30 p.m.	(152 days) x (7.5 hours/day) = 1,140 hours/year	\$43.82	\$49,953.92

Total Proposed Annual Price = \$ 67,657.92 Or 49,953.92
Sixty Seven Thousand Six Hundred and Fifty Seven Dollars and 92/100 Or
Forty Nine Thousand Nine Hundred and Fifty-Three Dollars and 92/100

Please write out Total Proposed Annual Price

LEGAL NAME OF PROPOSER PCAM, LLC		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON Chief Executive Officer		
DATE May 2, 2007	STATE CONTRACTOR'S LICENSE NUMBER 200-4356-100-10	LICENSE TYPE
PROPOSER'S ADDRESS: 11101 Lakewood Boulevard, Downey, CA 90241		
PHONE (562) 862-2118	FACSIMILE (562) 862-4409	E-MAIL hmouat@parkpca.com

*Contractor shall provide a spare vehicle.

**All inclusive prices (shall include overtime, administrative costs, salary and employee benefits, equipment, uniforms, etc.) throughout the entire contract period including option years.

**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: PCAM, LLC		
Company Address: 11101 Lakewood Boulevard		
City: Downey	State: CA	Zip Code: 90241
Telephone Number: (562) 862-2118		
(Type of Goods or Services): Action-Agua Dulce Shuttle Service (2007-PA025)		

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.

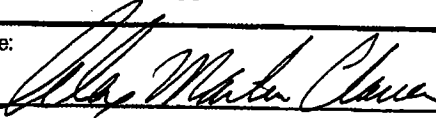
"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- 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: Alex Martin Chaves	Title: Chief Executive Officer
Signature: 	Date: May 2, 2007

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: PCAM, LLC

SERVICE BY PROPOSER: Acton-Agua Dulce Shuttle Service (2007-PA025)

PROPOSAL DATE: May 2, 2007

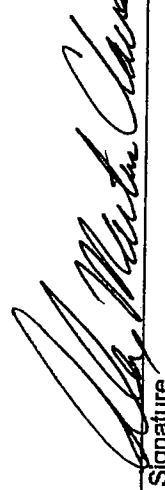
This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture, or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of 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

	2002	2003	2004	2005	2006	Total	Current Year to Date
1. Number of contracts.	18	15	17	24	26	100	25
2. Total dollar amount of Contracts (in thousands of dollars).	7,144,305	5,947,330	6,195,260	8,152,079	11,764,430	39,203,404	2,012,304
3. Number of fatalities.	0	0	0	0	0	0	0
4. Number of lost workday cases.	2	0	9	4	1	16	0
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.	3	0	2	2	2	9	0
6. Number of lost workdays.	425	0	26	25	5	481	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.

Alex Marin Chaves, Chief Executive Officer
 Name of Proposer or Authorized Agent (print)



Signature

May 2, 2007
 Date

PROPOSER'S DRIVER SAFETY RECORD

The requested information must include all bus operations related work undertaken within the State of California by the Proposer and/or any partnership, joint venture, or corporation that any principal of the Proposer participates in as a principal or owner during the last five-calendar years. Separate information shall be submitted for each particular partnership, joint venture, corporate, or individual Proposer. Proposer may attach any additional information and/or explanation of the data, which the Proposer would like taken into consideration by the County in evaluating the Proposer's drivers' safety record. An explanation must be attached for circumstances surrounding any and all fatalities within the last five-calendar years.

The Proposer shall provide below its total number of Bus Revenue Service Miles, its total number of National Transit Database (NTD) reportable bus accidents and fires, and its total number of bus fatalities, if any, for each of the last five-calendar years. The NTD uses the following Federal Transportation Authority's definition of a reportable accident:

- a. Injuries requiring immediate medical attention.
- b. Property damage equal to or greater than \$7,500, including all damage (transit and nontransit) resulting from the accident.
- c. All nonarson fires that occur in a revenue service bus (operating in or out of revenue service).

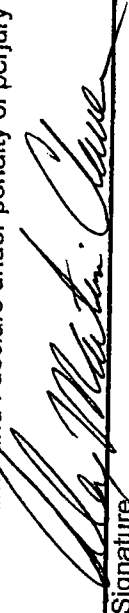
Five-Calendar Years Prior to Current Year

	2002	2003	2004	2005	2006	Five-Year Average
1 Total Bus Revenue Miles	2,632,818	3,117,729	1,364,919	3,273,735	4,246,492	.2, 927, 136
2 Total Number of NTD Reportable Accidents					1	0.2
3 Total Number of Fatalities	0	0	0	0	0	0
4 Rate of Accidents/100,000 Bus Revenue Miles	0	0.45	0.22	0.06	0.07	0.150
5 Rate of Fatalities/100,000 Bus Revenue Miles	0	0	0	0	0	0

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

PCAM, LLC

Name of Proposer



Signature

11101 Lakewood Boulevard

Address

TCP 0012710-Z

PUC Permit Number and Classification

Downey, CA 90241

(562) 862-2118

City

Zip Code

Telephone Number

CONFLICT OF INTEREST CERTIFICATION

I, Alex Martin Chaves

- sole owner
 general partner
 managing member
 President, Secretary, or other proper title) Chief Executive Officer

of PCAM, LLC

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:

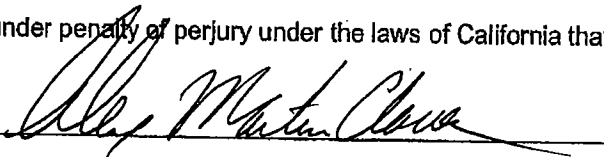
Contracts Prohibited. A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of 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 Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed


Date May 2, 2007

PROPOSER'S REFERENCE LIST

PROPOSED CONTRACT FOR: Acton-Agua Dulce Shuttle Service (2007-PA025)

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names, telephone and fax numbers, and e-mail addresses before listing. Incorrect names, telephone and/or fax numbers, or e-mail addresses will be disregarded. Use additional pages if required.

A. COUNTY OF LOS ANGELES AGENCIES

All contracts with the County during the previous three years must be listed.

SERVICE: Children's Court/ Los Nietos	SERVICE DATES: 1997-Present
DEPT/DISTRICT: Department of Public Works	
CONTACT: Rachel Vanessa	
TELEPHONE: (626) 458-3956	
FAX: (626) 989-5359	
E-MAIL:	

SERVICE: East Los Angeles Shuttle Service	SERVICE DATES: 2004- Present
DEPT/DISTRICT: Department of Public Works	
CONTACT: Arnell Dulay	
TELEPHONE: (626) 458-3956	
FAX: (626) 989-5359	
E-MAIL:	

SERVICE: Rancho Dominguez	SERVICE DATES: 2005-Present
DEPT/DISTRICT: Department of Public Social Services	
CONTACT: Corine Thornsburgh	
TELEPHONE: (562) 908-3545	
FAX: (562) 908-0590	
E-MAIL:	

SERVICE: Harbor UCLA	SERVICE DATES: 1995-Present
DEPT/DISTRICT: Department of Health Services	
CONTACT: Geogre Diaz	
TELEPHONE: (310) 222-7920	
FAX: (310) 212-3492	
E-MAIL:	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: South Gate Phone-A-Ride	SERVICE DATES: 2002-Present
AGENCY/ FIRM: City of South Gate	
ADDRESS: 8650 California Ave., South Gate, CA 90280	
CONTACT: Karen Bell	
TELEPHONE: (323) 563-9541	
FAX: (323) 567-0725	
E-MAIL:	

SERVICE: Montebello Link	SERVICE DATES: 1997-Present
AGENCY/ FIRM: City of Montebello	
ADDRESS: 1600 W. Beverly Ave., Montebello, CA 90640	
CONTACT: Allen Pollock	
TELEPHONE: (323) 887-4606	
FAX:	
E-MAIL:	

SERVICE: LAX	SERVICE DATES: 2004-Present
AGENCY/ FIRM: Globe Grounds North America, LLC	
ADDRESS: 7025 W. Imperial Hwy, Los Angeles, CA 90045	
CONTACT: Nami Gholam	
TELEPHONE: (310) 646-1942 Ext. 208	
FAX:	
E-MAIL:	

SERVICE: Gigante	SERVICE DATES: 2003-Present
AGENCY/ FIRM: Gigante USA	
ADDRESS: 2670 N. Main Street, Suite 370, Santa Ana, CA 92705	
CONTACT: Hector Rivas	
TELEPHONE: (323) 584-0432	
FAX: (323) 584-0446	
E-MAIL:	

PROPOSER'S REFERENCE LIST

PROPOSED CONTRACT FOR: Acton-Agua Dulce Shuttle Service (2007-PA025)

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A. COUNTY OF LOS ANGELES AGENCIES

All contracts with the County during the previous three years must be listed.

SERVICE: John Anson Ford Amphitheatre	SERVICE DATES: 1997-Present
DEPT/DISTRICT: Department of Public Works	
CONTACT: Armine Hovsepyan	
TELEPHONE: (626) 458-3921	
FAX: (626) 898-5359	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
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SERVICE:	SERVICE DATES:
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SERVICE:	SERVICE DATES:
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CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: Dream Works	SERVICE DATES: 2000-Present
AGENCY/ FIRM: PDI Dream Works	
ADDRESS: 1801 Seapoint Blvd., Redwood City, CA 94064	
CONTACT: Earl E. Heinlei, Jr, Facility Manager	
TELEPHONE: (650) 562-9000	
FAX:	
E-MAIL:	

SERVICE: IBM San Jose	SERVICE DATES: 2005-Present
AGENCY/ FIRM: IBM Sillaco Valley Laboratories	
ADDRESS: 5600 Colte Road, San Jose, CA 95193	
CONTACT: Holly Hill	
TELEPHONE: (408) 256-1976	
FAX: (408) 256-1487	
E-MAIL:	

SERVICE: East Palo Alto	SERVICE DATES: 2003-Present
AGENCY/ FIRM: City of East Palo Alto	
ADDRESS: 250 Hamilton Ave., East Palo Alto, CA 94301	
CONTACT: Salani Wendi	
TELEPHONE: (650) 853-3119	
FAX: (650) 853-3179	
E-MAIL:	

SERVICE: VM Ware	SERVICE DATES: 2005-2006
AGENCY/ FIRM: VM Ware	
ADDRESS: 3145 Porter Drive, Palo Alto, CA 94304	
CONTACT: Alexis Schassberger	
TELEPHONE: (650) 475-5000	
FAX: (650) 475-5001	
E-MAIL:	

PROPOSER'S REFERENCE LIST

PROPOSED CONTRACT FOR: Acton-Agua Dulce Shuttle Service (2007-PA025)

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SERVICE:	SERVICE DATES:
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TELEPHONE:	
FAX:	
E-MAIL:	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: Cal State LA Housing	SERVICE DATES: 2000-Present
AGENCY/ FIRM: California State University Los Angeles	
ADDRESS: 5300 PASEO Rancho Castillo, Los Angeles, CA 90032	
CONTACT: Christine Marcale	
TELEPHONE: (323) 343-4811	
FAX:	
E-MAIL:	

SERVICE: Southern California Edison	SERVICE DATES: 2004-Present
AGENCY/ FIRM: Southern California Edison	
ADDRESS: 8631 Rush, Rosemead, CA 91770	
CONTACT: Loeraine Avila	
TELEPHONE: (626) 302-5878	
FAX:	
E-MAIL:	

SERVICE: Oyster Point	SERVICE DATES: 1998-Present
AGENCY/ FIRM: Alliance for Congestion Relief	
ADDRESS: 1150 Bay Hill Drive, Suite 107, San Bruno, CA 94066	
CONTACT: Michael Stevenson, Shuttle Program Manager	
TELEPHONE: (650) 588-8170	
FAX: (65) 588-8171	
E-MAIL:	

SERVICE: Westfield Topanga Mall	SERVICE DATES: 2005-2006
AGENCY/ FIRM: Westfield Topanga Mall	
ADDRESS: 6600 Topanga Canyon Blvd., Canoga Park, CA 91303	
CONTACT: Scott J. Reinstein	
TELEPHONE: (818) 594-8732	
FAX: (818) 999-0878	
E-MAIL:	

PROPOSER'S REFERENCE LIST

PROPOSED CONTRACT FOR: Acton-Agua Dulce Shuttle Service (2007-PA025)

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SERVICE:	SERVICE DATES:
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CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: City of Burlingame	SERVICE DATES: 2002-Present
AGENCY/ FIRM: Alliance for Congestion Relief	
ADDRESS: 1150 Bay Hill Drive, Suite 107, San Bruno, CA 94066	
CONTACT: Michael Stevenson, Shuttle Program Manager	
TELEPHONE: (650) 588-8170	
FAX: (650) 588-8171	
E-MAIL:	

SERVICE: University Circle	SERVICE DATES: 2002-Present
AGENCY/ FIRM: University Circle Investors, LLC	
ADDRESS: 1900 University Avenue, East Palo Alto, CA 94303	
CONTACT: Lucy Moreno	
TELEPHONE: (650) 688-6067	
FAX: (650) 289-0753	
E-MAIL:	

SERVICE: CalTrain	SERVICE DATES: 1995-Present
AGENCY/ FIRM: Peninsula Corridor Joint Powers Board	
ADDRESS: 1250 San Carlos Ave., San Carlos, CA 94070	
CONTACT: Richard Cook, Bus Contract Administrator	
TELEPHONE: (650) 508-7979	
FAX: (650) 508-7919	
E-MAIL:	

SERVICE: City of Menlo Park	SERVICE DATES: 1995-Present
AGENCY/ FIRM: Peninsula Corridor Joint Powers Board	
ADDRESS: 1250 San Carlos Ave., San Carlos, CA 94070	
CONTACT: Richard Cook, Bus Contract Administrator	
TELEPHONE: (650) 508-7979	
FAX: (650) 508-7919	
E-MAIL:	

PROPOSER'S REFERENCE LIST

PROPOSED CONTRACT FOR: Acton-Agua Dulce Shuttle Service (2007-PA025)

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A. COUNTY OF LOS ANGELES AGENCIES

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SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
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SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: EMC Corporation	SERVICE DATES: 2005-Present
AGENCY/ FIRM: EMC Corporation	
ADDRESS: 2841 Mission College Blvd., Santa Clara, CA 95054	
CONTACT: Patricia Haggerty	
TELEPHONE: (650) 210-7249	
FAX: (650) 210-7027	
E-MAIL:	

SERVICE: Alta Bates	SERVICE DATES: 2003-Present
AGENCY/ FIRM: Alta Bates Summit Medical Center	
ADDRESS: 2450 Ashby Avenue, Berkeley, CA 94705	
CONTACT: Bob Petrina	
TELEPHONE: (510) 520-5357	
FAX:	
E-MAIL:	

SERVICE: VTA Los Gatos	SERVICE DATES: 2005-2006
AGENCY/ FIRM: Santa Clara Valley Transportation Authority	
ADDRESS: 3331 North First Street, Building B-1, San Jose, CA 95134	
CONTACT: Julia Jones	
TELEPHONE: (408) 321-5609	
FAX: (408) 321-9754	
E-MAIL:	

SERVICE: Brisbane-Crocker Park	SERVICE DATES: 2006-Present
AGENCY/ FIRM: Alliance for Congestion Relief	
ADDRESS: 1150 Bayhill Drive, Suite 107, San Bruno, CA 94066	
CONTACT: Michael Stevenson, Shuttle Program Manager	
TELEPHONE: (650) 588-8170	
FAX: (650) 588-8171	
E-MAIL:	

PROPOSER'S REFERENCE LIST

PROPOSED CONTRACT FOR: Acton-Agua Dulce Shuttle Service (2007-PA025)

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A. COUNTY OF LOS ANGELES AGENCIES

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DEPT/DISTRICT:	
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CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: Hotel Shuttle Fleet Services	SERVICE DATES: 2006-Present
AGENCY/ FIRM: Bauer's Limousine Services, Inc	
ADDRESS: Pier 27 The Embarcadero, San Francisco, CA	
CONTACT: Gary Bauer	
TELEPHONE: (415) 522-1212	
FAX: (415) 522-16000	
E-MAIL:	

SERVICE: Fisher Investments	SERVICE DATES: 2006-Present
AGENCY/ FIRM: Fisher Investments	
ADDRESS: 1450 Fashion Island Blvd., San Mateo, CA 94404	
CONTACT: John Riley	
TELEPHONE: (650) 851-3334	
FAX: (650) 349-5667	
E-MAIL:	

SERVICE: Pacifica	SERVICE DATES: 2006-Present
AGENCY/ FIRM: Association of Governments of San Mateo	
ADDRESS: 555 County Center, 5th Floor, Redwood, City, CA 94063	
CONTACT: Tom Mand	
TELEPHONE: (650) 588-8170	
FAX: (650) 588-8171	
E-MAIL:	

SERVICE: Foster City	SERVICE DATES: 2006-Present
AGENCY/ FIRM: City of Foster City	
ADDRESS: 610 Foster City Blvd., Foster City, CA 94404	
CONTACT: Leslie Carmichael	
TELEPHONE: (650) 286-3236	
FAX: (650) 286-3589	
E-MAIL:	

PROPOSER'S REFERENCE LIST

PROPOSED CONTRACT FOR: Acton-Agua Dulce Shuttle Service (2007-PA025)

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B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: Redwood City	SERVICE DATES: 4/2007-Present
AGENCY/FIRM: Alliance for Congestion Relief	
ADDRESS: 1150 Bayhill Drive, Suite 107, San Bruno, CA 94066	
CONTACT: Michael Stevenson, Shuttle Program Manager	
TELEPHONE: (650) 588-8170	
FAX: (650) 588-8171	
E-MAIL:	

SERVICE:	SERVICE DATES:
AGENCY/FIRM:	
ADDRESS:	
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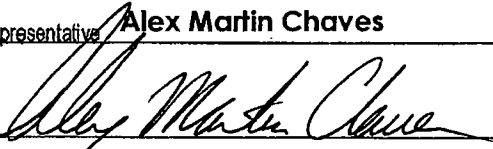
SERVICE:	SERVICE DATES:
AGENCY/FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name	PCAM, LLC
Address	11101 Lakewood Boulevard, Downey, CA 90241
Internal Revenue Service Employer Identification Number	20-2264403

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.	<input checked="" type="checkbox"/>	YES
		<input type="checkbox"/>	NO
2.	The proposer periodically conducts a self- analysis or utilization analysis of its work force.	<input checked="" type="checkbox"/>	YES
		<input type="checkbox"/>	NO
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	<input checked="" type="checkbox"/>	YES
		<input type="checkbox"/>	NO
4.	Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include establishment of goals and timetables.	<input checked="" type="checkbox"/>	YES
		<input type="checkbox"/>	NO

Proposer	PCAM, LLC		
Authorized representative	Alex Martin Chaves		
Signature		Date	May 2, 2007

County of Los Angeles
 Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
 SBE 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: **PCAM, LLC**

My County (WebVen) Vendor Number: **51250301**

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:



II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input checked="" type="checkbox"/> Other (Please Specify): Limited Liability Company						
Total Number of Employees (including owners): 777						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owner/Partners/Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

See Attached

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	66.67 %	%	%	%	%
Women	%	33.33 %	%	%	%	%

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
Los Angeles County	X				11/16/2007
City of Los Angeles	X				04/02/2008

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: 	Title: Chief Executive Officer	Date: May 2, 2007
---------------------------	--	-----------------------------

**Equal Employment Opportunity
Employer Information Report EEO-1 Worksheet As of 04/30/2007**

Company Code: 89T Date: 04-30-2007

Job Categories	Total	MALE					FEMALE				
		(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)
		White	Black	Hispanic	Asian / Pacific Islander	American Indian / Alaskan Native	White	Black	Hispanic	Asian / Pacific Islander	American Indian / Alaskan Native
Officer/Manager (1)	1				1						
Professional (2)											
Technician (3)											
Sales worker (4)											
Office/Clerical (5)											
Craftsman (6)	10			4	4				2		
Operative (7)	76	7	1	23	40		1	2	2		
Laborer (8)	2			2							
Service worker (9)	4			2	2						
TOTAL (10)	93	7	1	31	47		1	2	4		
Previous Totals (11)											
White collar (12)	36	3		16	17						
Production (13)											

Company Code: LYK

Job Categories	Total	MALE						FEMALE				
		(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)
		White	Black	Hispanic	Asian / Pacific Islander	American Indian / Alaskan Native	White	Black	Hispanic	Asian / Pacific Islander	American Indian / Alaskan Native	
Officer/Manager (1)	45	20	1	18	1		2		3			
Professional (2)	3			1	1					1		
Technician (3)												
Sales worker (4)	1			1								
Office/Clerical (5)	19	2			1		3		13			
Craftsman (6)	43	18	4	11	1		2	2	5			
Operative (7)	478	121	45	163	48		14	22	54	11		
Laborer (8)	11	1		9	1							
Service worker (9)	84	33	1	37	7	2		2	2			
TOTAL (10)	684	195	51	240	60	2	21	26	77	12		
Previous Totals (11)												
White collar (12)	226	65	14	85	15	2	4	13	25	3		
Production (13)												

GAIN/GROW EMPLOYMENT COMMITMENT

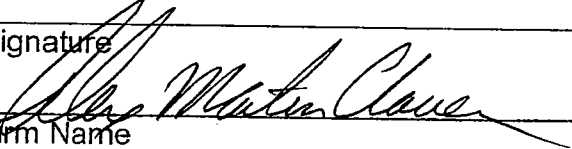
The undersigned:

has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) and/or General Relief Opportunity for Work (GROW) employment programs.

OR

declares a willingness to consider GAIN/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/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 Chief Executive Officer
Firm Name PCAM, LLC	Date May 2, 2007

TRANSMITTAL FORM TO REQUEST AN **REP** SOLICITATION REQUIREMENTS REVIEW

A Solicitation Requirements Review must be received by the County within 10 business days of issuance of the solicitation document

Proposer Name:	Date of Request:
Project Title:	Project No.

A **Solicitation Requirements Review** is being requested because the Proposer asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- Application of **Minimum Requirements**
- Application of **Evaluation Criteria**
- Application of **Business Requirements**
- Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Proposer must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary.)*

Request submitted by:

(Name)

(Title)

For County use only

Date Transmittal Received by County: _____	Date Solicitation Released: _____
Reviewed by: _____	
Results of Review - Comments: _____	

Date Response sent to Proposer: _____	

Not Applicable

CHARITABLE CONTRIBUTIONS CERTIFICATION

PCAM, LLC
 Company Name

11101 Lakewood Boulevard, Downey, CA 90241
 Address

20-2264403
 Internal Revenue Service Employer Identification Number

N/A


California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

CERTIFICATION	YES	NO
Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.	(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. () ()

 May 2, 2007
 Signature Date

Alex Martin Chaves, Chief Executive Officer
 Name and Title (please type or print)

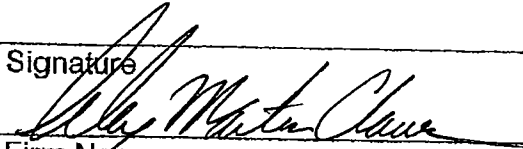
Displaced Transit Employee Declaration

In accordance with California Labor Code Sections 1070 through 1074, the County will give a preference to any proposer who declares that the proposer will retain the employees of the prior contractor and subcontractor on this form. The undersigned declares:

that the proposer will retain the employees of the prior contractor or subcontractor for a period of not less than 90 days pursuant to California Labor Code 1070 through 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 through 1074. If this box is checked, the 10 percent preference will NOT be given.

Signature 	Title Chief Executive Officer
Firm Name PCAM, LLC	Date May 2, 2007

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION

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:	
Company Address:	
City:	State: Zip Code:
Telephone Number:	Facsimile Number:
Awarding Department:	Contract Term:
Type of Service:	
Contract Dollar Amount:	Contract Number (if any):

NON-MICROBULE

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) 458-4004**):

- My business is a non-profit 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)

- 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:

Not Applicable

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.

**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.

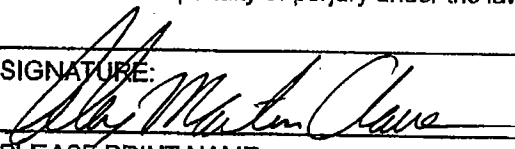
- I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than **\$11.84 per hour per employee**.
- I do have a bona fide health care benefit plan for those employees who will be providing 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 than **\$11.84 per hour per employee**.
- I do have 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): **Medical - Blue Cross ; Dental & Vision - Guardian**

Company Insurance Group Number: **152164 ; 420162**

Health Benefit(s) Payment Schedule:

- Monthly
- Quarterly
- Bi-Annual
- Annually
- Other: _____ (Specify)

PLEASE PRINT COMPANY NAME: PCAM, LLC	
I declare under penalty of perjury under the laws of the State of California that the above information is true and correct:	
SIGNATURE: 	DATE: May 2, 2007
PLEASE PRINT NAME: Alex Martin Chaves	TITLE OR POSITION: Chief Executive Officer

**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.)

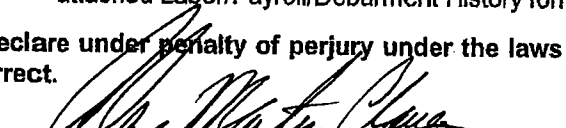
History of Determinations of Labor Law/Payroll Violations (Check One):

- 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 Law/Payroll Violation. I have attached to this form the required Labor/Payroll/ Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

HISTORY OF DEBARMENT (Check one):

- The Firm **HAS NOT** been debarred by any public entity during the past ten 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.


Owner=s/Agent=s Authorized Signature

Alex Marin Chaves, Chief Executive Officer
Print Name and Title

PCAM, LLC

Print Name of Firm

May 2, 2007

Date

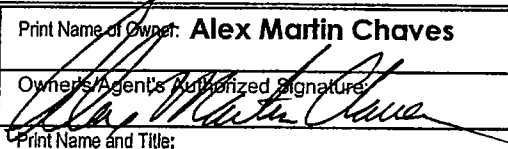
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

X 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: PCAM, LLC	Print Name of Owner: Alex Martin Chaves
Print Address of Firm: 11101 Lakewood Boulevard	Owner's/Agent's Authorized Signature: 
City, State, Zip Code: Downey, CA 90241	Print Name and Title: Alex Martin Chaves, Chief Executive Officer

Public Entity Name	State of California Division of Labor Standards
Public Entity Address:	Street Address: 464 W. Fourth Street, Room 348
	City, State, Zip: San Bernardino, CA 92401
Case Number/Date Claim Opened:	Case Number: 09-23143RR
	Date Claim Opened: 09/16/2005
Name and Address of Claimant:	Name: James Watson
	Street Address: 2883 North Street
	City, State, Zip: Pollock Pines, CA 95726
Description of Work: (e.g., Janitorial) Cashier	
Description of Allegation and/or Violation:	Unpaid Wages
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages)	Dismissed

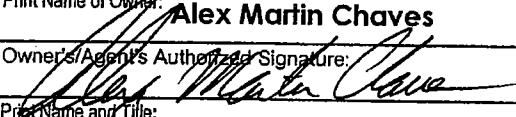
**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.

A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.

A debarment by a public entity listed below within the past ten years.

Print Name of Firm: PCAM, LLC	Print Name of Owner: Alex Martin Chaves
Print Address of Firm: 11101 Lakewood Boulevard	Owner's/Agent's Authorized Signature: 
City, State, Zip Code: Downey, CA 90241	Print Name and Title: Alex Martin Chaves, Chief Executive Officer

Public Entity Name	State of California Division of Labor Standards
Public Entity Address:	Street Address: 1515 Clay Street, Suite 801 City, State, Zip: Oakland, CA 94612
Case Number/Date Claim Opened:	Case Number: 07-53684 GH Date Claim Opened: 09/22/2004
Name and Address of Claimant:	Name: Fentahun Biwota Street Address: 828 13th Street #312A City, State, Zip: Oakland, CA 94607
Description of Work: (e.g., Janitorial) Driver	
Description of Allegation and/or Violation:	Unpaid Wages and Waiting Time
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages)	Direct Pay \$3,120.00

REQUESTED INFORMATION ON THE PROPOSER'S MEDICAL PLAN COVERAGE

Proposer: PCAM, LLC

Name of Proposer's Health Plan: Blue Cross

Date: May 2, 2007

(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
Proposer's Health Plan Premium Employee only Employee + 1 dependent Employee + 2 dependents Employee + 3 dependents	<input checked="" type="radio"/> Y <input type="radio"/> N <input checked="" type="radio"/> Y <input type="radio"/> N <input checked="" type="radio"/> Y <input type="radio"/> N <input checked="" type="radio"/> Y <input type="radio"/> N	\$242.67 \$509.57 \$727.99 \$727.99	\$20.00 Office Visit \$30.00 Specialist \$100.00 Emergency \$100.00 In-Patient
Proposer's portion of above health premium payment Employee only Employee + 1 dependent Employee + 2 dependents Employee + 3 dependents	<input checked="" type="radio"/> Y <input type="radio"/> N <input checked="" type="radio"/> Y <input type="radio"/> N <input checked="" type="radio"/> Y <input type="radio"/> N <input checked="" type="radio"/> Y <input type="radio"/> N	\$182.00 \$315.45 \$424.66 \$424.66	None
Any Annual Deductible? Per Person Per Family	Y <input checked="" type="radio"/> N Y <input checked="" type="radio"/> N	\$ \$	None
Any Annual Maximum Employee Out-of-Pocket Expense? Per Person Per Family	<input checked="" type="radio"/> Y <input type="radio"/> N <input checked="" type="radio"/> Y <input type="radio"/> N	\$ \$	None
Any Lifetime Maximum? Per Person Per Family	Y <input checked="" type="radio"/> N Y <input checked="" type="radio"/> N	\$ \$	None
Ambulance coverage	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	None
Doctor's Office Visits	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	\$20.00
Emergency Care	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	\$100.00
Home Health Care	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	None
Hospice Care	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	None
Hospital Care	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	\$100.00 per day
Immunizations	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	None
Maternity	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	\$20.00
Mental Health	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	None
Mental Health In-Patient Coverage	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	100.00

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:

- Becomes eligible for health insurance coverage after 90 days of employment.
- Is defined as an employee who is employed more than 32 hours per week.

OTHER BENEFITS:

- A. 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 5 DAYS.
- D. NUMBER OF PAID VACATION DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 5 DAYS.
- E. NUMBER OF PAID HOLIDAYS PER YEAR IS 6 DAYS.



PCAM, LLC PROPOSAL FOR:

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
For Acton-Agua Dulce Shuttle Service (2007-PA025)

SUBCONTRACTOR FORMS

Due to PCAM not soliciting the use of subcontractor there are no form to present.





PCAM, LLC PROPOSAL FOR:

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
For Acton-Agua Dulce Shuttle Service (2007-PA025)

LIVING WAGE ORDINANCE

LW-2 *Living Wage Ordinance –Application for Exemption*



COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION

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:	
Company Address:	
City:	State: Zip Code:
Telephone Number:	Facsimile Number: E-mail Address:
Awarding Department:	Contract Term:
Type of Service:	
Contract Dollar Amount:	Contract Number (if any):

NOT APPLICABLE

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 626-438-4334**):

- 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)

- 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:

Not Applicable

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.



PCAM, LLC PROPOSAL FOR:

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
For Acton-Agua Dulce Shuttle Service (2007-PA025)

ADDITIONAL INFORMATION

- Exhibit 1** *Security Plan*
- Exhibit 2** *Safely Surrender Baby Law Policy*
- Exhibit 3** *Jury Service Program Policy*
- Exhibit 4** *Injury and Illness Prevention Program (IIPP)*
- Exhibit 5** *Driver Daily Bus Report (DBR)*
- Exhibit 6** *Teletrac System*
- Exhibit 7** *PCAM Brochure*





Parking Company of America Management, LLC

9.2 Security Training
Issued: August 13, 2003
Issued by: Human Resources

POLICY STATEMENT

Before September 11, 2001, terrorism represented a relatively new concern in the spectrum of transportation and emergency management issues. Since the tragic events in New York, Washington and Pennsylvania, Security Training must now be a critical part of every transportation provider's overall planning.

PURPOSE

Parking Company of America has an obligation to attend to the security and preparedness of their employees and operations. The purpose of establishing this policy is to provide training and awareness to employees at all levels on how to handle potential threatening situations caused by acts of terrorism.

RESPONSIBILITIES

The objective of this training is the creation of "best practices" describing the most effective security measures and response procedures.

Managers and Supervisors will be responsible to provide Security Training to all employees and will also be responsible in obtaining a signed acknowledgement.

Any subcontractor(s) doing business with a Los Angeles County awarded contract will also be required to follow this policy.

ATTACHMENTS

APPENDIX A, EMERGENCY EVACUATION TRAINING

APPENDIX B, CRITICAL OPERATIONS

APPENDIX C, TELEPHONE BOMB THREAT CHECKLIST

APPENDIX D, "SECURITY TRAINING" ACKNOWLEDGEMENT OF TRAINING

TERRORISTS ACT INFORMATION

The following observations have been provided by The International Association of Fire Chiefs (IAFC) regarding terrorist acts:

- All terrorist acts are crimes. Most involve violence or threats of violence.
- Terrorist actions are designed to receive maximum publicity.
- Terrorist actions are intended to produce effects beyond immediate physical damage, to instill fear and devastation in the civilian population.
- Once a terrorist incident is underway, the success rate is nearly 75%. The presence of suicide bombers raises the success rate to over 95%.
- Law enforcement, fire, rescue, and emergency management personnel may not be better trained or equipped than terrorists.
- Terrorists will not have the same perspective as first responders regarding consequences of the initial event, and may attempt to exploit the vulnerability of first responders arriving on an emergency scene by using secondary devices or staging attacks involving other weapons. Worldwide, secondary devices will be deployed about 50% of the time.

- The American public now expects that an extraordinary rescue effort will occur after any terrorist incident.
- The tactics of terrorism are constantly changing, yet the basic objectives remain the same: to create fear and mistrust in government.
- The events of September 11 established a new benchmark in sophistication of terrorist attacks, demonstrating advancing skills and willingness to kill thousands of people indiscriminately.
- Responders should be prepared for terrorist incidents that escalate in scope and magnitude.
- Terrorist acts are not accidents or disasters; they are intentional actions designed to inflict civilian casualties.

Based on current intelligence, the FBI urges transportation systems serving communities with the following characteristics to consider themselves at a higher level of risk:

- Availability of targets with precursor elements for major destruction (chemical, nuclear, or radiological material);
- Availability of targets with symbolic meaning for the US government or the national culture and way of life;
- Availability of targets whose destruction would provide the potential terrorist element (PTE) with visibility and prestige;
- Availability of targets with the potential to significantly impact not only a single community, but also a state and the nation;
- Availability of high-value targets (e.g., high replacement costs, high commercial impacts of delay and destruction, high loss on U.S. economy);
- Availability of major targets that provide relative ease of access (for ingress and egress with equipment and personnel required for attack); and
- Availability of targets that would produce mass casualties (in excess of 500 persons).

Threats and Vulnerabilities

Information regarding threats and vulnerabilities is presented below.

A.) Threats

A threat is any action with the potential to cause harm in the form of death, injury, destruction, disclosure, interruption of operations, or denial of services. System facility threats include a number of hostile actions that can be perpetrated by criminals, disgruntled employees, terrorists, and others.

Threat analysis defines the level or degree of the threats against a facility by evaluating the intent, motivation, and possible tactics of those who may carry them out. The process involves gathering historical data about hostile events and evaluating which information is relevant in assessing the threats against the facility. Some of the questions to be answered in a threat analysis are displayed below.

- How conspicuous is the transportation facility or vehicle?
- What factors about the system invite potential hostility?
- What political event(s) may generate new hostilities?
- Have facilities like this been targets in the past?

B.) Vulnerabilities

Vulnerability is anything that can be taken advantage of to carry out a threat. This includes vulnerabilities in the design and construction of a facility, in its technological systems, and in the way a facility is operated (e.g., security procedures and practices

or administrative and management controls). Vulnerability analysis identifies specific weaknesses with respect to how they may invite and permit a threat to be accomplished.

This section provides recommendations for procedures in the transportation industry to manage new and heightened threats. The four procedures discussed in this section are as follows:

1. Sample bomb threat procedures;
2. Managing hoaxes and unusual or out-of-place objects;
3. Response to calls of reports suspecting a chemical agent release; and
4. Release of sensitive information to the public.

1.) Sample Bomb Threat Procedures

The most popular method of making bomb threats is by telephone. It is important that as much information as possible be received from the caller. All bomb threats should be taken seriously. However, experience has shown that most anonymous threat calls are a hoax, intended to create an atmosphere of anxiety and panic in order to interrupt normal activities. Therefore, absent positive target identification (PTI) indicators or other credible information, an evacuation may not be considered appropriate.

1a.) Threats by Phone

All persons who could receive a telephone bomb threat should be taught how to handle the situation effectively. If a call is received, the following procedures should be followed:

- Stay calm, be courteous, and do not display fear. Activate a telephone-recording unit, if available.
- Listen carefully during or immediately after the conversation. Fill out the **TELEPHONE BOMB THREAT CHECKLIST, Appendix C**. Take notes of the exact time the call was received, the exact words of the caller, and all details such as the sex of the caller, his/her accent or attitude, background noises, and motive.
- Explain consequences of an explosion. Advise the caller that the station, building or facility may be occupied and the explosion could result in death or serious injury to many innocent people.
- Keep the caller talking. The more the caller says, the more helpful the information may be during the threat evaluation phase. If the caller does not indicate the location of the bomb or the time of detonation, ask him/her what time it is to go off and where it is located.
- After the phone call, notify the appropriate supervisor. Do not discuss the call with anyone else unless authorized to do so or required by law. Follow proper procedures to "tag" call for further police investigation.

1b.) Manager's Responsibility

In the case of a bomb threat, the appropriate manager should assess the seriousness of the threat using the following bomb threat assessment and bomb threat response guidelines. He/she should also, if appropriate, notify law enforcement authorities.

BOMB THREAT ASSESSMENT	
<p>Is the threat credible? Consider:</p> <ol style="list-style-type: none"> 1. Time of day and day of week; 2. Mode, telephone or mail; 3. Identity of caller, male/female, young/old, drunk, foul language, disgruntled employee or patron; 4. Specificity of the threat, time, location, type of explosive device; and 5. Possibility of access to allow placing of the device. 	<p>Does the threat contain positive target identifications (PTIs)?</p> <p>Did the caller identify:</p> <ol style="list-style-type: none"> 1. Time the bomb is to detonate; 2. Target to be destroyed; 3. Bomb's construction, shape, or description; 4. Bomb's location; or 5. Bomb threat response.

1c.) Executing the Response

Use a public service address announcement, telephone cascade, messenger, or other local notification plan. Determine who is to search and in what area. In general, employees should search their own area to determine if there are any suspicious objects. Those who are most familiar with the common areas should search them. All search activity should be predetermined and voluntary.

WHAT IS THE PROPER RESPONSE?	
Do not evacuate?	This may be an appropriate response if there have been a number of recent, publicized hoax bomb threats in the area; if the caller seemed to be drunk; if the caller was a young child; or if it is called in during a beautiful Friday afternoon about an hour or so before quitting time. This is especially true when no PTIs were provided in the bomb threat call.
Conduct a limited or general search of the facility?	Searches are usually the most appropriate choice and should generally be the chosen response, especially if no PTIs or only one PTI was given in the threat.
Order limited evacuation, general evacuation, or move to a safe haven?	Evacuations are usually ordered only when the call is judged to be serious, the threat credible; there is insufficient time to conduct a thorough search; and, the judgment is made that passengers and employees will be at less risk evacuating or moving to a safe haven than remaining in place and seeking cover. If two or more PTIs are given in the bomb threat call, an evacuation may be in order. <i>Evacuation areas should be searched, cleared and secured prior to use when possible.</i>

- Notify public law enforcement and emergency services as appropriate; notify immediately if an unusual or out-of-place object is found.
- If appropriate, determine who is to be evacuated and to what location.
- If evacuation is ordered before a search is done, determine for how long. Consider available options if the weather is inclement. Consider possible effect on operations if evacuation occurs at or near a shift change.
- Ensure that procedures are in place to account for all persons ordered to evacuate and determine that they have in fact evacuated and there is an orderly shutdown of operations. Be sure to evaluate evacuation site for secondary devices.
- Coordinate with local authorities to determine if the area needs to be searched and who will determine that operations can resume and people can return to their workstations.

After-Action Plan

An after-action report, including incorporation of lessons learned, should be prepared immediately after resolution of the event. A formal debriefing of the event should occur with key management personnel.

2.) Managing Hoaxes and Unusual or Out-of-place Objects

Analysis from the FBI indicates that the vast majority of threats and reported suspicious materials and packages will be revealed as common substances, lost or misplaced items, or normal occurrences in the transportation environment (train dust, cleanser residue, etc.). However, each of these events must be approached as a potential incident. Transportation personnel have a several possible actions available to them when responding to hoaxes and threats. Above all, the transportation system should invest in training personnel on the appropriate actions to take in these situations.

Safe investigation of reports and threats, proficient incident size-up, and effective communications and supervision will not only enhance the system's ability to recognize and manage an actual attack, but will also build confidence and provide an in-the-field training program. Debriefing of major threat report responses will further teach employees to proceed in a manner that best protects them, their fellow workers, and the system's passengers, facilities, and vehicles.

Transportation personnel should understand that, according to the FBI, hoaxes and threats should be expected to continue, and perhaps even escalate in frequency. The following guidelines may provide transportation personnel with useful advice when developing their programs, procedures, training, and exercise schedules.

Managing an actual hoax event should not be the first time a transportation employee is considering what should be done. Even obvious hoaxes relating to chemical, biological, radiological, and nuclear (CBRN) incidents have the potential to cause panic and generate negative publicity. These events require a much different response than bomb-threats, and only training, exercise, and technology can provide the necessary knowledge and awareness. Transportation systems should have plans and procedures in place for managing these events, so that employees will not be taken by surprise. These events often take the form of written and phone threats; suspicious packages with signs and notes; suspicious powders and liquids left on turnstiles and public transportation vehicles, on station floors or in trash cans or restrooms; abandoned spray canisters, gloves, or masks; and the use of mace and machine oil to replicate chemical and biological agent characteristics.

Whenever possible, transportation personnel should remain sensitive to the reality that hoaxes deplete limited community resources and, in extreme periods, challenge the capabilities of local responders to provide basic services. Do not call local responders or hazardous materials units as a default position. Hoaxes must be treated as actual events until proven otherwise, thus demanding the coordinated response of police, fire, and public health officials.

Hoaxes require a response by many local agencies, and often various federal agencies including the FBI and EPA, thus the pre-establishment of interpersonal relationships is recommended. Efficient and compatible interagency communication systems must be developed to facilitate cooperation. Public communication protocols and a local media partnership should be established prior to the onset of an event. A spokesperson, whose job is to facilitate constant contact with the public, should be designated. In more serious hoaxes, it may be necessary to have a chief executive and key staff available to the media in order to inform and reassure the public with a clear, consistent message. These emergency management relationships with the media should be established well before an event arises so that mutual trust is ensured.

With simple awareness campaigns, the public can be educated to recognize the difference between an obvious hoax and a potential threat. Hoaxes should be seen as opportunities for surprise exercise. The response community needs to expect that terrorism in all forms will aim to catch victims off guard, and the more they practice under these conditions, the better. Standard procedure can be developed that allows for systems to continue with an event, once it has been determined that there exists no real threat, as if they were conducting an interagency exercise. This will allow for full analyses of readiness and further develop the working relationships required to respond to future hoaxes and actual events with increased efficiency.

3.) Suspecting a Chemical Agent Release

Transportation systems must be prepared to respond to investigate a suspected chemical, biological, radiological, or nuclear (CBRN) agent release or dispersal device. This threat co-exists with the industry's on-going concern regarding improvised explosive devices (IEDs), mass shootings, and flammable materials.

Until the CBRN event is confirmed, many dangers exist for those station managers, maintenance personnel, supervisors, transportation police, and other transportation employees who may be assigned to investigate an initial report. These personnel will already be stationed near but, not affected by, the scene.

In most cases, these incidents will involve an unknown substance, suspicious package, or report of a suspicious activity that can safely be investigated and resolved quickly, using elements specified in Procedure Two. However, it is possible that transportation personnel, approaching an incident site in a station or evacuation assembly area, may immediately be faced with mass casualties (e.g., trauma, chemically contaminated, and psychosomatic) as well as major scene control challenges.

Situational awareness, therefore, is critical to effective response. As transportation personnel near the scene, the extent of the incident should become apparent. The following actions should be used as a guide for approaching the scene of what appears to be a WMD event with multiple casualties.

- Approach the scene from upwind and upgrade. Ensure other responders do the same. Upwind distance for a possible chemical incident is at least 300 to 1,000 feet for an explosives related incident
- Be aware of the need for protection from possible contamination. If personal protective equipment (PPE) is available, and if transportation personnel are appropriately trained, put it on. Otherwise, observe upwind distance parameters.
- From a safe vantage point, attempt to determine the exact location(s) of agent dissemination. Observe patterns or clusters in the severity of symptoms demonstrated by victims, and also observe where the ambulatory victims have assembled.
- From a safe vantage point, attempt to establish communications with transportation personnel in the scene. These personnel may be contaminated, incapacitated, or unable to support response action. Obtain their status and location.

Observe the scene and do not attempt rescue. Immediate and accurate field reports are the best way to help the victims and ensure the greatest good for the greatest number.

Look for the following:

- Exact location of incident;
- Nearest upwind street access;
- Estimated number of casualties;
- Signs and symptoms of casualties;
- The presence of oily liquids, vapors, clouds, and mists;
- Unusual odors;
- Weather conditions;
- Information available on possible perpetrators, including physical descriptions, make and/or model of vehicles, or other identifying characteristics.
- Report incident to transportation dispatch, summarizing what was observed.
- As appropriate to internal system procedures, establish (or support already established) command.

Transportation personnel are the on-scene authority figures immediately following the incident and will be integrated into the ICS established by local responders upon their arrival.

Control the scene by:

- Establishing an outer incident perimeter to provide safe ingress and egress for arriving responders. Isolating the hazard area and controlling walking casualties (using voice, bull horn, or public address system) to direct them upwind and upgrade from the incident site, but away from the evacuation site;
- Observing unusual activity (perpetrators may be nearby or could be among the injured); and

- Anticipating the potential for multiple hazard locations that may require re-defining outer (and inner) operational perimeters.
- Reassure walking casualties, discouraging self-evacuation from a safe distance. Tell them that help is on the way.
- Be aware of site security and check for snipers, secondary devices, suspicious packages, or other threats.
- Monitor weather and wind. Remain upwind of the scene release.
- Identify water supply or other decontamination materials in vicinity (sprinkler system, pool, pond, dirt, clean fabric, etc.).

Identify staging areas:

- If practical, position first arriving units and responders upwind and uphill;
- Direct other units to approach from upwind and uphill if possible;
- Avoid stacking units where they interfere with each other's evacuation route;
- Avoid line-of-sight staging with suspected explosive devices;
- Strictly enforce staging instructions;
- Consider having units back into position so that they can leave the scene efficiently, and
- Avoid vapor clouds, mist, and unknown liquids.

Maintain communications with dispatch. Notify dispatchers of any changes in weather conditions, available site resources, and condition of assembled victims.

Wait for other transportation personnel and first responders. Remember that the incident scene is also a crime scene and all precautions need to be taken to preserve evidence.

4.) Sensitive Information to the Public

Publicly available information can appear in many forms, including annual reports, media releases, brochures and other promotional materials; Internet web sites and on-line documents; automated or personally-conveyed information; and public records.

The term sensitive information refers to any information that would allow a malicious actor to select, or gain information about, a target without the need to physically access it. The following questions will assist security professionals in reviewing sensitive information that has been, or could be, made publicly accessible.

- Has the information been cleared and authorized for public release?
- What impact could the information have if it was inadvertently transferred to an unintended audience?
- Does the information provide details concerning security procedures and capabilities?
- How could someone intent on causing harm misuse the information?
- What instructions should be given to legitimate custodians of sensitive information with regard to disseminating the information to other parties, such as contractors?
- Could this information be dangerous if it were used in conjunction with other publicly available information?

Suggested are some of the planning principles and accompanying design strategies that should be used in the transportation environment:

- Prominent use of signage, architectural elements, and natural or human made barriers should be utilized to signify the transition from public to semi-private to private space
- Clear border definition should be provided for the controlled space.

- The prudent use of landscape materials should ensure clear sight lines at grade level and should not create areas of concealment or provide a climbing path to the upper levels of buildings.
- The use of glazing, the placement of amenities, the style of fencing materials and architectural elements should foster an open environment and eliminate areas of concealment.
- Provide natural access control. Legitimate users of the space should be made to feel welcome and secure, while discouraging the entry of undesirable users.
- Access to the site, parking areas, and accompanying structures should be well defined and incorporate a welcome or sense of arrival. The main entrance to a site, parking area, or structure should be sufficiently sized to accommodate the normally expected ingress and egress demands. Supplemental entry and exit ways should be securable or have the ability to be closed off.
- Signage and natural barriers should inform legitimate users of the space of appropriate directions and the rules pertaining to the areas, eliminating excuses for a user's unacceptable behavior.
- Utilize the physical design, signage, or other elements to reinforce the sense of proprietorship within an area. The design of a space should reflect the designated purpose and function of the space.
- Design of architectural elements and amenities should not attract undesirable behaviors, such as loitering. Consider the potential for conflicting activities in a space. Provide natural barriers for these conflicting activities.
- Provide good lighting. Desired users of the space should encounter consistent, well-lit, clean spaces to enhance their feeling of safety. The designated purpose of lighting must be properly identified. If the purpose of lighting is to enhance the security of an area, it should be sufficient to support the principles of natural surveillance. The application of lighting should be uniform, consistent and contain overlapping zones of coverage. Special situations (e.g., CCTV surveillance, parking garages) will require further lighting analysis.

Managers and Supervisors

Please review your agency's security and emergency management rules and operations in the following areas:

1. Access Control: Assess the quality of your location's procedures for detecting unauthorized access and enlist employee assistance in tightening physical security. Supervisors and managers must implement the following activities:

- Take inventory of badges, keys, uniforms and parking passes to make sure that nothing is missing. Report missing items to the Human Resources department immediately.
- Audit access control measures and employee identification system. Review possible upgrades and procedural enhancements. **Now is the time for improvement.**
- Stagger employee arrival schedules and institute formal employee sign-in at administrative and non-revenue facilities housing critical systems and equipment.
- Conduct meetings with employees and management and ask them to identify vulnerabilities they may have observed in the past. Set up a suggestion box for employee security recommendations and concerns.
- Use "escort" programs for visitors, vendors and deliveries to non-revenue facilities. Light duty and part-time employees can support this program.
- Reinforce the importance of "challenging" or reporting those personnel who do not appear to have a legitimate reason for being on transit property.

2. Passenger Outreach: Passengers can provide an excellent resource for the identification of suspicious activity and packages. Outreach also provides reassurance in times of uncertainty. Consider the following:

- Distribution of flyers and security information to passengers encouraging them to report unusual activity and enlisting them as "partners" in the security effort.
- Posting of safety, security and contact information on transit agency web site, as well as emergency procedures.
- Stationing of light duty and part-time employees at core station locations to answer questions and provide uniformed and official presence.

- Provide announcements in stations targeted at informing passengers regarding security considerations and emergency procedures.

3. Plan for supporting evacuations of the “medically fragile” within your community

Identify local facilities that must plan for the care and sheltering of the medically fragile during major emergencies. If emergency plans and policies have not been developed, identify how your transportation capabilities could support the following:

Conduct a tabletop exercise with your coordination program partners and local law enforcement. Annual tabletop simulations can provide a highly effective way to test “readiness” and practice contingency management capabilities. Address a situation in which your vehicles and operators may be called upon to support evacuation or emergency operations. *Emphasize readiness in agency activities:* Role-playing in operator meetings, tabletop simulations, “what if?” questions addressed to staff, tabletop simulations, drills, and interagency exercises are vital to ensure that employees and local responders are familiar with plans and equipment and develop needed skills. Interacting through exercises also provides an opportunity for agencies to develop working relationships and mutual trust.

4. Review the following list and consider how each element is currently addressed in your operation (or can be in the future):

- Awareness - Train all security and maintenance personnel to spot suspicious-looking or unfamiliar people or objects.
- Communication - Teach employees the importance of awareness; encourage them to identify and report anything that appears out-of-the-ordinary.
- Inspection - Establish strict procedures for the control and inspection of packages and materials delivered to the building, particularly those intended for critical areas.
- Surveillance - Instruct security and maintenance personnel to routinely check unattended public or open areas, such as rest rooms, stairways, parking garages and elevators.
- Lighting - Make sure that all of the facility's access points are well lit.
- Contingency - Assure adequate protection and off-site backup for classified documents, proprietary information, critical records and activities essential to the operation of your business.

5. It is axiomatic in security that employees and contractors can serve as the eyes and ears of a system-wide security effort. Employees and contractors see much that occurs in and around the transportation operation and are in a good position to notice when something or someone seems out-of-place. Training and awareness measures can transform employees and contractors into a natural surveillance system.

Any suspected illegal activity should be reported for referral to law enforcement. Criteria for these investigations should be identified in the assessment, and typically include:

- Doors not secured, holes in fence lines, indication of illegal entry;
- Unauthorized egress by personnel in restricted areas of the facility;
- Signs of vehicles in restricted areas along pipelines, fence lines, electrical substations, or remote plant security gates;
- Individual asking for technical information about the facility that could be used by an adversary to cause harm;
- Unexplained disruptions in service;
- Unexplained loss of parts and equipment;
- Unexplained illness of many transportation employees; and

6. Emergency Preparedness and Disaster Planning

Emergency response and crisis management are natural functions that responsible security managers may perform for their systems. Proper crisis management may prevent an intrusion or attack from becoming a major incident. In the transportation industry, emergency response and crisis management functions are especially complicated and may require specialized knowledge on the part of responders. A few measures that managers may currently perform include activities to:

- Implement an emergency response plan that fits system needs and resources;
- Provide employees with information regarding the well being of family members;
- Account for employees and visitors during emergencies;
- Attempt to preserve evidence for later investigations and

Manage a crisis communication system for key personnel and security staff so that they can:

- Signal for help surreptitiously (with duress alarms, for example);
- Keep a small incident from escalating into a large one; and

Easily contact other key staff members during a crisis (by any means, including intercoms, mobile and land-line telephones, e-mail, and two-way radios).

At the conclusion of this component of the assessment, the team should indicate emergency response and planning activities performed and identify, based on this activity, the likely roles and responsibilities assumed by the transportation system in supporting emergencies on its property and within the community.

- Transportation of meals, goods, and supplies to an affected area for victims, emergency responders, or to support recovery operations;
- Provision of respite facilities and vehicles for emergency workers;

Communications support for emergency responders (using hand-held and on-board vehicle radios, alpha- Activities that should be performed during emergencies includes:

- Emergency evacuation of citizens from affected area(s), coordinated with local law enforcement, the local Emergency Operations Center (EOC), the state Department of Transportation, and local highway, bridge and tunnel authorities;
- Identification and transportation of citizens with disabilities and those citizens dependent on public transportation who may be unable to reach an evacuation staging area;
- Temporary or in-place sheltering of evacuated citizens in air-conditioned or heated vehicles and stations;
- Transportation, in-facility transfer, or evacuation of hospitals, nursing homes, hospices, and other community and private facilities;
- Transportation of emergency workers and volunteers to and from an emergency staging site;
- Transportation of meals, goods, and supplies to an affected area for victims, emergency responders, or to support recovery operations;
- Provisions of respite facilities and vehicles for emergency workers;
- Communications support for emergency responders (using hand-held and on-board vehicle radios, alpha-numeric pagers and Palm Pilots, cell phones, transportation dispatch facilities, and transportation communications infrastructure);
- Identification of routes and schedules to support the safe transportation of emergency responders, public utilities, support personnel, and other essential responders to an incident site or staging area;
- Provision of vehicles and equipment to support emergency operations and incident stabilization;

- Provision of estimates and information regarding the application of available resources to the movement of people or supplies;
- Provision of skilled craftsmen and heavy equipment to support initial debris removal during search and rescue operations;
- Provision of fuel, parts, supplies, and mechanics to support the maintenance of emergency vehicles;
- Provision of damage assessments and emergency repairs; and
- Provision of public information on agency websites and using public relations facilities and capabilities

APPENDIX A, EMERGENCY EVACUATION TRAINING

The following personnel have been trained to ensure a safe and orderly emergency evacuation of other employees:

Facility: _____

Name: _____

Name: _____

Name: _____

EMERGENCY PHONE NUMBERS

FIRE DEPARTMENT: _____

PARAMEDICS: _____

AMBULANCE: _____

POLICE: _____

FEDERAL PROTECTIVE SERVICE: _____

SECURITY (If applicable): _____

BUILDING MANAGER (If applicable): _____

APPENDIX B, CRITICAL OPERATIONS

During some emergency situations, it will be necessary for some specially assigned personnel to remain at the work areas to perform critical operations.

Name: _____

Job Title: _____

Work Area: _____

Description of Assignment:

- Personnel involved in critical operations may remain on the site upon the permission of the site-designated official or Emergency Coordinator.
- In case emergency situation will not permit any of the personnel to remain at the facility, the designated official or other assigned personnel shall notify the appropriate NWS offices to initiate backups. This information can be obtained from the Emergency Evacuation Procedures included in the Office Station Duty Manual.

The following offices should be contacted:

Name/Location: _____

Telephone Number: _____

Name/Location: _____

Telephone Number: _____

Name/Location: _____

Telephone Number: _____

APPENDIX C, TELEPHONE BOMB THREAT CHECKLIST

INSTRUCTIONS: BE CALM, BE COURTEOUS. LISTEN. DO NOT INTERRUPT THE CALLER.

YOUR NAME: _____ TIME: _____ DATE: _____

CALLER'S IDENTITY SEX: Male _____ Female _____ Adult _____ Juvenile _____ APPROXIMATE AGE: _____

ORIGIN OF CALL: Local _____ Long Distance _____ Telephone Booth _____

VOICE CHARACTERISTICS	SPEECH	LANGUAGE
<input type="checkbox"/> Loud <input type="checkbox"/> Soft <input type="checkbox"/> High <input type="checkbox"/> Deep Pitch <input type="checkbox"/> Pleasant <input type="checkbox"/> Raspy _____ <input type="checkbox"/> Intoxicated <input type="checkbox"/> Other	<input type="checkbox"/> Fast <input type="checkbox"/> Slow <input type="checkbox"/> Distinct <input type="checkbox"/> Distorted <input type="checkbox"/> Stutter <input type="checkbox"/> Nasal <input type="checkbox"/> Slurred _____ <input type="checkbox"/> _____ <input type="checkbox"/> Other	<input type="checkbox"/> Excellent <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor <input type="checkbox"/> Foul _____ <input type="checkbox"/> _____ <input type="checkbox"/> Other
ACCENT	MANNER	BACKGROUND NOISES
<input type="checkbox"/> Local <input type="checkbox"/> Not Local <input type="checkbox"/> Foreign <input type="checkbox"/> Region <input type="checkbox"/> Race	<input type="checkbox"/> Calm <input type="checkbox"/> Angry <input type="checkbox"/> Rational <input type="checkbox"/> Irrational <input type="checkbox"/> Coherent _____ <input type="checkbox"/> Deliberate Incoherent <input type="checkbox"/> Righteous <input type="checkbox"/> Emotional <input type="checkbox"/> _____ <input type="checkbox"/> Laughing	<input type="checkbox"/> Factory <input type="checkbox"/> Trains <input type="checkbox"/> Machines <input type="checkbox"/> Animals <input type="checkbox"/> Music <input type="checkbox"/> Quiet <input type="checkbox"/> Office <input type="checkbox"/> Voices <input type="checkbox"/> _____ <input type="checkbox"/> Airplanes <input type="checkbox"/> Machines <input type="checkbox"/> Party <input type="checkbox"/> Street <input type="checkbox"/> Atmosphere <input type="checkbox"/> Traffic

PRETEND DIFFICULTY HEARING - KEEP CALLER TALKING - IF CALLER SEEMS AGREEABLE TO FURTHER CONVERSATION, ASK QUESTIONS LIKE:

When will it go off? Certain Hour Time Remaining

Where is it located? Building _____ Area _____

What kind of bomb? _____ What kind of package?

How do you know so much about the bomb?

What is your name and address?

If building is occupied, inform caller that detonation could cause injury or death.

Activate malicious call trace: Hang up phone and do not answer another line. Choose same line and dial *57. Listen for the confirmation announcement and hang up.

Call Security at _____ and relay information about call.

Did the caller appear familiar with plant or building (by his/her description of the bomb location)?

Write out the message in its entirety and any other comments on a separate sheet of paper and attach to this checklist. Notify your supervisor immediately.

APPENDIX D, ACKNOWLEDMENT OF TRAINING

This will acknowledge that I have received Security Training from Parking Company of America.

Employee Signature

Date

Print Name



PCAM, LLC

9.1 Safely Surrendered Baby Law
Issued: August 4, 2003
Issued by: Human Resources

POLICY STATEMENT

This policy is intended to provide Parking Company of America employees with information in regards to the State of California's "*Safely Surrendered Baby Law*", a new law which came into effect on January 1, 2002.

PURPOSE

The purpose of this policy is to assist the State and County of Los Angeles in their efforts to increase public awareness by distributing the fact sheet titled "No Shame. No Blame. No Names." regarding the *Safely Surrendered Baby Law*. The fact sheet is set forth in the attachments to this policy and is also available to view on the Internet at www.babysafela.org.

The purpose of the *Safely Surrendered Baby Law* is to protect babies from being abandoned by their parents and potentially being hurt or killed. The attached fact sheet provides employees information on the *Safely Surrendered Baby Law*.

RESPONSIBILITIES

Managers and Supervisors will ensure distribution of the fact sheet to all employees and will obtain a signature of acknowledgement. A poster will also be posted in a conspicuous place of employment (see attachments).

Any subcontractor(s) doing business with a Los Angeles County awarded contract will also be required to follow this policy.

ATTACHMENTS

- "No Shame. No Blame. No Names" brochure
- "Safely Surrendered Baby Law" poster
- "Safely Surrendered Baby Law" acknowledgement of receipt

No shame.

No blame.

No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

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

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

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

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿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 del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

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

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

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

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

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

**Cada recién nacido merece una
oportunidad de tener una vida saludable.
Si alguien que usted conoce está pensando
en abandonar a un recién nacido, infórmele
qué otras opciones tiene.**

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.



Parking Company of America Management, LLC

4.3 Jury Service Program
Issued: July 1, 2003
Issued by: Human Resources

POLICY STATEMENT

It is the policy of the Company to encourage employees to exercise their civic responsibilities by performing jury duty service when called. This policy is intended to comply with the Los Angeles County ordinance.

OVERVIEW

This policy applies to all full-time employees working in the state of California. Part-time and out-of-state employees are not eligible to participate in the Jury Service Program; however, Jury Duty Leave may apply if applicable.

COMPENSATION

Each employee to whom this policy is applicable may be excused to serve on jury duty for up to 5 working days per calendar year and shall be paid his or her regular base salary, less any fees received for jury duty. However, the employee is expected to report to work on any regular scheduled day when not engaged in jury duty service.

PROCEDURE

Upon receipt of a notice to serve on jury duty, each employee must immediately present the notice to his or her supervisor. The supervisor will retain a copy of this notice for the employee's file. If an employee fails to immediately provide notice to the supervisor, and such failure on the employee's part cannot be justified, the employee may be subject to discipline. In cases of employees in critical positions, at critical times during the year, an unjustified failure to give immediate notice to the supervisor may result in denial of an excused absence.

Supervisor will notify payroll of dates during jury duty service and will be paid when employee provides company with a copy of a signed Certificate of Jury Service indicating the number of days served and the fees received. Payroll will compensate employee by payment of an amount equal to the difference between their jury duty pay and their regular salary.

TEMPORARY POSTPONEMENTS

Temporary postponements may be possible when scheduled jury duty falls at an unreasonable time. If a temporary postponement is determined by the supervisor to be necessary, the supervisor will provide the employee with a letter addressed to the Clerk of the Court, which sets forth the problems that will be encountered by the employer if the employee must serve as scheduled. A more convenient time should also be specified in this letter.

BENEFITS

All benefits shall remain in effect, and the employee continues to accrue vacation and sick leave, while on an excused absence for jury duty.

INJURY AND ILLNESS PREVENTION PROGRAM

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- INTRODUCTION
- RESPONSIBLE PERSON
- EMPLOYEE COMPLIANCE/DISCIPLINARY POLICY
- COMMUNICATION OF SAFETY AND HEALTH MATTERS
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- ACCIDENT, INJURY AND ILLNESS INVESTIGATIONS
- METHODS AND PROCEDURES FOR CORRECTING UNSAFE OR UNHEALTHY CONDITIONS, WORK PRACTICES
- TRAINING AND INSTRUCTION
- MAINTENANCE OF RECORDS
- CODE OF SAFE PRACTICES
- HAZARD COMMUNICATIONS PROGRAM

INTRODUCTION

Parking Company of America Management, LLC has developed and implemented this written Injury and Illness Prevention Program (IIPP) as part of our health and safety program. The work performed by Parking Company of America Management, LLC personnel is varied, in both nature and location. Under all circumstances, it is the intent of Parking Company of America Management, LLC to: 1) comply with the requirements and spirit of the California Code of Regulations, Title 8; and 2) provide a safe and healthful work environment for employees. Accordingly, effective January 1, 2005, Parking Company of America Management, LLC has implemented this IIPP in compliance with Senate Bill 198, encoded as Labor Code 6401.7, and the California Code of Regulations (CCR), Title 8, Section 3203. Parking Company of America Management, LLC expects and requires all employees to follow the requirements set forth in this IIPP.

RESPONSIBLE PERSON

(8 CCR 3203(a) (1))

Parking Company of America Management, LLC has designated the Human Resources Manager, Safety Manager as the Responsible Person for the IIPP. It is the responsibility of the Human Resources Manager, Safety Manager to ensure overall implementation of the IIPP. In addition, the Human Resources Manager (*Editor's Note: Identify by title; e.g., project manager, superintendent, etc.*) has the jobsite responsibility for enforcement of the program.

The duties of the Responsible Person are to:

- Identify and evaluate workplace hazards, to include procedures for investigating occupational injuries and illnesses.
- Establish and/or review methods and procedures for correcting unsafe and unhealthy conditions and work practices.
- Ensure that employees receive training programs on general and specific safety and health practices for the company and on each of their job assignments.
- Ensure that there is a procedure for communicating to employees, in an understandable manner, Parking Company of America Management, LLC's safety and health rules and procedures.
- Ensure compliance with safe and health work practices.
- Ensure that records on training, inspections, and corrective measures are properly maintained, as required by this Injury and Illness Program and other Cal/OSHA required programs in accordance with Title 8 CCR.

EMPLOYEE COMPLIANCE/DISCIPLINARY POLICY

(8 CCR 3203(a) (2))

Under Parking Company of America Management, LLC (a.k.a. PCAM) policy, all employees are required to follow company safety policies and operating procedures. When needed, employees will be provided with additional training and information, or retraining to maintain their knowledge.

The discipline policy of PCAM is intended to encourage employee compliance with the PCAM IIPP and to comply with the mandate of California Labor Code 6401.79(a) (6).

Although PCAM reserves the right to discharge "at will," we believe that employees found performing work in an unsafe manner that would endanger the employee or another employee shall be subject to discipline or termination by management.

(Editor's Note: Identify by name or job title) will determine the course of action best suited to the circumstances. The steps to be taken at a minimum shall include the following:

(Editor's Note: If your company has a written disciplinary policy, it may simply be inserted at this point, or referred to as an attachment to the IIPP. Below is a suggested policy, which meets the regulatory requirements.)

- **Verbal Warning** As the first step in correcting unacceptable behavior, the supervisor/manager shall review the pertinent facts with the employee. The supervisor will consider the severity of the problem, and the employee's past performance. A verbal warning will be issued to the employee, which will be documented by the supervisor in the employee's personnel file. If necessary, the employee will be placed on probation.
- **Written Warning** If the unacceptable performance continues, the next step will be a written warning. The written warning will clearly state the safety policy that was violated and steps the employee must take if it is to be corrected. Probation will be a part of the written warning. It may also include time off without pay. At the completion of the probationary period, the supervisor will meet with the employee to determine if the employee has achieved the required level of performance.
- **Termination** The employee may be terminated if he does not improve his performance while on probation, or has violated another company safety policy within twelve months.

COMMUNICATION OF SAFETY AND HEALTH MATTERS

(8 CCR 3203(a) (3))

The elements of the PCAM IIPP and all aspects of its safety and health program shall be communicated in a readily understandable manner to all employees. (What approach will be used to provide information in an "understandable manner"?)

It is the policy of PCAM to encourage all employees to report hazards existing at their worksite to their supervisors or the Responsible Person so that corrective action can be taken in a timely manner.

(Include any other procedure for reporting hazards; e.g., suggestion box, labor/management safety committee?)

Employees who report such conditions will not be disciplined nor will they suffer any reprisals due to their actions.

If you have a safety issue or hazard to report you may use either an anonymous memo or letter directed to the Safety Office. An alternative is by telephone, or you may send an E-Mail to the Safety Director.

Employees shall be kept informed of the requirements of the PCAM IIPP through the use of:

- Meetings,

- Training programs,
- Postings,
- Written communications,
- A system of anonymous notification by employees about hazards,
- Suggestion box,
- Safety and health committee.

(Editor's Note: You are required to specify how this will be accomplished by stating the exact methods that are (or will be) used. Examples are meetings, training programs, postings, written communications, a system of anonymous notification by employees about hazards, suggestion box or labor/management safety and health committees. You are required to include precisely who, what, where and when each method is used, or will be used.)

IDENTIFY AND EVALUATE WORKPLACE HAZARDS

(8 CCR 3203(a) (4))

The goal of this IIPP is to identify and evaluate unsafe work conditions and practices so that accidents, injuries, and job related illnesses are minimized, if not eliminated. To this end, PCAM has instituted the procedures described in this section of the IIPP.

The principle approach to reducing accidents at PCAM is through periodic scheduled and unscheduled inspections. Inspections will be conducted as follows:

(Editor's Note: You need to state here who (supervisors, others) will conduct inspections, the frequency of inspections, and, perhaps, different types of inspections conducted by different personnel on a different interval. For instance, depending on the size, type, and permanence of a project, site foremen, superintendents, or shop supervisors (?) may conduct daily inspections as part of a daily job site walk around. Additionally, the company safety director, if your company has one, might inspect all shops and large projects on a monthly basis.)

Inspections will be conducted at the following intervals, in addition to those times mentioned above:

- At the effective date of this program. *(Editor's Note: Exception: If you had in place an "Accident Prevention Program" in compliance with existing 8 CCR 3203, prior to the establishment of this program)*
- Whenever new substances, processes, procedures, or equipment are introduced to the workplace that represents a new occupational safety and health hazard.
- Whenever PCAM is made aware of a new or previously unrecognized hazard.

The following approaches will be used periodically to further evaluate the workplace.
(Editor's Note: We suggest the following:

- Checklists
(Editor's Note: Consider attaching to IIPP; can be general or specific to a particular shop or field operation; a model checklist is included in Appendix E and on the diskette);
- Monthly jobsite inspection conducted by company safety director, or perhaps an annual inspection by a consulting firm;
- Records Review (including workers' compensation summaries, accident reports, injury reports, new Material Safety Data Sheets, air contaminant/noise monitoring data, purchase orders);
- Other means of evaluating (e.g., employee suggestion box, input from safety meetings or supervisors); and
- Inspections of the jobsite by the Safety Committee.

(Editor's Note: The IIPP must state who will conduct each activity and how frequently it will be performed).

ACCIDENT, INJURY AND ILLNESS INVESTIGATIONS

(8 CCR 3203(a) (5))

When accidents, injuries, or illnesses occur on the job, which requires medical care, they will be thoroughly investigated by the Responsible Person (and anyone else?). Investigators will complete the Accident Investigation Form, which is attached to this IIPP. The investigation will determine at least the following:

- Who and what was directly involved in the accident.
- Who and what was indirectly involved in the accident.
- Where and when the accident occurred.
- The Cause of the accident, if known.
- Steps/Procedures to take to prevent reoccurrence, if known.

METHODS AND PROCEDURES FOR CORRECTING UNSAFE OR UNHEALTHY CONDITIONS, WORK PRACTICES

(8 CCR 3203(a) (6))

All unsafe or unhealthy work conditions or work practices identified will be evaluated and corrected.

Unsafe or unhealthy work conditions or work practices will be corrected in a timely manner, as determined by the severity of the hazard. Under no conditions will PCAM personnel be required to, or permitted to, work under conditions which pose a clear or imminent hazard.

Problems that cannot be corrected immediately will be assigned to the Responsible Person to ensure completion of the corrective action. Once corrected, written documentation of the action taken will be developed or obtained by the Responsible Person.

When an imminent hazard exists which cannot be immediately corrected without endangering employees and/or property, the following steps will be followed;

1. Remove all potentially endangered employees;
2. Provide employees responsible to correct the condition with necessary safeguards;
3. Correct the problem; and
4. Document the corrective action and date corrected in accordance with this Section. The documentation is to be completed by the Responsible Person or her/his designee. The Responsible Person will maintain documentation on file.

Unsafe or unhealthy work conditions needing corrective action will be documented by using:

(Editor's Note: The IIPP must state how your company plans to document and assign corrective action. Consider using a Work Order or multiple form speed form, or use one form for identifying the hazards with an attached checklist noting corrective action assignments. The form must include the name of the person initiating the action and date, a description of the unsafe condition, the corrective action needed, who will perform the corrective action and the expected date for completion).

Engineering controls will be used first to eliminate or minimize unsafe or unhealthy work conditions. If engineering controls are impractical or infeasible, administrative controls will be used. If engineering controls alone, or in combination with administrative controls cannot adequately minimize the hazard, personal protective equipment shall be used.

Unsafe work practices will be immediately corrected by providing the affected employees with retraining to be provided by the Responsible Person or her/his designee.

All Operating Procedures will be reviewed at least *(Editor's Note: State the frequency in which these procedures will be reviewed annually is recommended)* and whenever new chemicals or equipment is introduced into the system, or when there is a process change. When changes are made, affected employees will receive additional instruction.

TRAINING AND INSTRUCTION

(8 CCR 3203(a) (7))

All employees shall receive training and instruction in the following areas:

- General safety and health work practices, and
- Specific instruction with respect to hazards unique to the job assignment;

Training of employees at PCAM as to this IIPP shall occur:

- When the program is first established,
(Editors Note: If you had in place an "Accident Prevention Program" in compliance with existing Section 3203, prior to the establishment of this program)
- To all new employees,
- To all employees given a new job assignments for which training has not previously been received,
- Whenever new substances, processes, procedures or equipment are introduced to the workplace and represent a new hazard, and
- Whenever PCAM is made aware of new or previously unrecognized hazards.

In accordance with this IIPP, training shall be provided by:

(Editor's Note: State who will conduct the training [the Responsible Person or her/his designee?] and, if known, how the training will be provided. For example, supervisors or foremen will conduct safety training at the job site. For construction activities, "tool box" or "tailgate" training must be provided every ten working days by 8 CCR 1509).

This IIPP shall be made an integral part of existing occupational safety and health training programs at PCAM.

Additional training shall be provided to supervisors to familiarize them with the safety and health hazards to which employees under their immediate direction and control may be exposed.

MAINTENANCE OF RECORDS

(8 CCR 3203(b))

The Human Resources Dept. will keep records of the actions taken to implement and maintain this IIPP. The records will be maintained on file for a minimum of three years. The records kept by the Human Resources Dept. relating to this IIPP will not adversely affect the retention of medical and exposure records in accordance with Title 8, California Code of Regulations, Section 3204 "Access to Employee Exposure and Medical Records."

Records of scheduled and unscheduled periodic inspections as well as other records including methods used to identify and evaluate workplace conditions and work practices shall also be retained.

Records relating to the IIPP shall include at a minimum, person(s) conducting the inspection or evaluation; the unsafe conditions and work practices that have been identified; and, actions taken to correct the identified condition or work practice.

Records and documentation of safety and health training shall include at a minimum, the name of employee and/or employee number; date of training; training topic(s); training format; and instructor. Records of employees who have worked for less than one year for PCAM may be turned over to the employee upon termination as long as the terminated employee signs an acknowledgement letter documenting the records which have been turned over to him or her.

Records of Safety Committee minutes shall also be retained for three years. (*Editor's Note: Is there or will there be a Safety Committee?*)

CODE OF SAFE PRACTICES

(This is a suggested code. It is general in nature and intended as a basis for preparation by the contractor of a code that fits their operations more exactly.)

GENERAL

1. All persons shall follow these safe practice rules, render every possible aid to safe operations, and report all unsafe conditions or practices to the foreman or superintendent.
2. Foremen shall insist on employees observing and obeying every rule, regulation, and order as is necessary to the safe conduct of the work, and shall take such action as is necessary to obtain observance.
3. All employees shall be given frequent accident prevention instructions. Instructions shall be given at least every 10 working days.
4. Anyone known to be under the influence of drugs or intoxicating substances that impair the employee's ability to safely perform the assigned duties shall not be allowed on the job while in that condition.
5. Horseplay, scuffling, and other acts that tend to have an adverse influence on the safety or well-being of the employees shall be prohibited.
6. Work shall be well planned and supervised to prevent injuries in the handling of materials and in working together with equipment.
7. No one shall knowingly be permitted or required to work while the employee's ability or alertness is so impaired by fatigue, illness, or other causes that it might unnecessarily expose the employee or others to injury.
8. Employees shall not enter manholes, underground vaults, chambers, tanks, silos, or other similar places that receive little ventilation, unless it has been determined that is safe to enter.

9. Employees shall be instructed to ensure that all guards and other protective devices are in proper places and adjusted, and shall report deficiencies promptly to the foreman or superintendent.
10. Crowding or pushing when boarding or leaving any vehicle or other conveyance shall be prohibited.
11. Workers shall not handle or tamper with any electrical equipment, machinery, or air or water lines in a manner not within the scope of their duties, unless they have received instructions from their foreman.
12. All injuries shall be reported promptly to the foreman or superintendent so that arrangements can be made for medical or first aid treatment.
13. When lifting heavy objects, the large muscles of the leg instead of the smaller muscles of the back shall be used.
14. Inappropriate footwear or shoes with thin or badly worn soles shall not be worn.
15. Materials, tools, or other objects shall not be thrown from buildings or structures until proper precautions are taken to protect others from the falling objects.

Hazard Communication & Chemical Safety

Purpose

This document serves as the Company's Hazard Communication Program. It provides detailed safety guidelines and instructions for receipt, use and storage of chemicals at our facility by employees and contractors. Reference: OSHA Standard 1910.1200.

Responsibilities

Management

- Ensure compliance with this program
- Conduct immediate corrective action for deficiencies found in the program
- Maintain an effective Hazard Communication training program
- Make this plan available to employees or their designated representative

Shipping & Receiving Manager

- Ensure all received containers are properly labeled and that labels are not removed or defaced
- Ensure all shipped containers are properly labeled
- Ensure shipping department employees are properly trained in spill response

- Ensure received Material Safety Data Sheets (MSDS) are properly distributed

Purchasing Agent

Obtain, from the manufacturer, MSDS for chemicals purchased from retail sources

Safety Manager

- Maintain a list of hazardous chemicals using the identity that is referenced on the MSDS
- Monitor the effectiveness of the program
- Conduct annual audit of the program
- Monitor employee training to ensure effectiveness
- Keep management informed of necessary changes
- Ensure MSDSs are available as required
- Monitor facility for proper use, storage and labeling of chemicals

Company Nurse

- Ensure MSDS are available for emergency medical personnel when treating exposed employees
- Provide information, as requested, concerning health effects and exposure symptoms listed on MSDSs

Supervisors

- Comply with all specific requirements of the program
- Provide specific chemical safety training for assigned employees
- Ensure chemicals are properly used stored & labeled
- Ensure only the minimum amount necessary is kept at work stations
- Ensure up to date MSDS are readily accessible to all employees on all shifts

Employees

- Comply with chemical safety requirements of this program
- Report any problems with storage or use of chemicals

- Immediately report spills of suspected spills of chemicals
- Use only those chemicals for which they have been trained
- Use chemicals only for specific assigned tasks in the proper manner

Contractors

- Comply will all aspects of this program
- Coordinate information with the Safety Manager
- Ensure Contractor employees are properly trained
- Notify the Safety Manager before bringing any chemicals into company property of facilities
- Monitor and ensure proper storage and use of chemicals by Contractor employees

General Program Information

This written Hazard Communication Plan (HAZCOM) has been developed based on OSHA Hazard Communication Standard and consists of the following elements:

- Identification of Hazardous Materials
- Product Warning Labels
- Material Safety Data Sheets (MSDS)
- Written Hazard Communication Program
- Effective Employee Training

Some chemicals are explosive, corrosive, flammable, or toxic. Other chemicals are relatively safe to use and store but may become dangerous when they interact with other substances. To avoid injury and/or property damage, persons who handle chemicals in any area of the Company must understand the hazardous properties of the chemicals. Before using a specific chemical, safe handling methods and health hazards must always be reviewed. Supervisors are responsible for ensuring that the equipment needed to work safely with chemicals is accessible and maintained for all employees on all shifts.

Employee Training

Initial Orientation Training

All new employees shall receive safety orientation training covering the elements of the HAZCOM and Right to Know Program. This training will consist of general training covering:

- Location and availability of the written Hazard Communication Program

- Location and availability of the List of Chemicals used in the workplace
- Methods and observation used to detect the presence or release of a hazardous chemical in the workplace.
- The specific physical and health hazard of all chemicals in the workplace
- Specific control measures for protection from physical or health hazards
- Explanation of the chemical labeling system
- Location and use of MSDS

Job Specific Training

Employees will receive on the job training from their supervisor. This training will cover the proper use, inspection and storage of necessary personal protective equipment and chemical safety training for the specific chemicals they will be using or will be working around.

Annual Refresher Training

Annual Hazard Communication refresher training will be conducted as part of the company's continuing safety training program.

Immediate On-the-Spot Training

This training will be conducted by supervisors for any employee that requests additional information or exhibits a lack of understanding of the safety requirements.

Non-Routine Tasks

Non-routine tasks are defined as working on, near, or with unlabeled piping, unlabeled containers of an unknown substance, confined space entry where a hazardous substance may be present and/or a one-time task using a hazardous substance differently than intended (example: using a solvent to remove stains from tile floors).

Steps for Non-Routine Tasks

- Step 1: Hazard Determination
- Step 2: Determine Precautions
- Step 3: Specific Training & Documentation
- Step 4: Perform Task

All non-routine tasks will be evaluated by the Department Supervisor and Safety Department before the task commences, to determine all hazards present. This determination will be conducted with quantitative/qualitative analysis (air sampling, substance identification/analysis, etc., as applicable).

Once the hazard determination is made, the Department Supervisor and Safety Department will determine the necessary precautions needed to either remove the hazard, change to a non-hazard, or protect from the hazard (use of personal protective equipment) to safeguard the Employees present. In addition, the

Department Supervisor or Safety Department will provide specific safety training for Employees present or affected and will document the training using the *Chemical Safety Training Checklist* form which shall be marked "**Non-Routine Task Training**".

Off-site use or transportation of chemicals

An MSDS will be provided to employees for each chemical and each occurrence of use or transport away from the company facilities. All State and Federal DOT Regulations will be followed including use of certified containers, labeling & marking, securing of containers and employee training.

General Chemical Safety

Assume all chemicals are hazardous. The number of hazardous chemicals and the number of reactions between them is so large that prior knowledge of all potential hazards cannot be assumed. Use chemicals in as small quantities as possible to minimize exposure and reduce possible harmful effects.

The following general safety rules shall be observed when working with chemicals:

- Read and understand the Material Safety Data Sheets.
- Keep the work area clean and orderly.
- Use the necessary safety equipment.
- Carefully label every container with the identity of its contents and appropriate hazard warnings.
- Store incompatible chemicals in separate areas.
- Substitute less toxic materials whenever possible.
- Limit the volume of volatile or flammable material to the minimum needed for short operation periods.
- Provide means of containing the material if equipment or containers should break or spill their contents.

Task Evaluation

Each task that requires the use of chemicals should be evaluated to determine the potential hazards associated with the work. This hazard evaluation must include the chemical or combination of chemicals that will be used in the work, as well as other materials that will be used near the work. If a malfunction during the operation has the potential to cause serious injury or property damage, a Safe Operational Procedure (SOP) should be prepared and followed. Operations must be planned to minimize the generation of hazardous wastes.

Chemical Storage

The separation of chemicals (solids or liquids) during storage is necessary to reduce the possibility of unwanted chemical reactions caused by accidental mixing. Explosives should be stored separately outdoors. Use either distance or barriers (e.g., trays) to isolate chemicals into the following groups:

- Flammable Liquids: store in approved flammable storage lockers.
- Acids: treat as flammable liquids
- Bases: do not store bases with acids or any other material
- Other liquids: ensure other liquids are not incompatible with any other chemical in the same storage location.
- Lips, strips, or bars are to be installed across the width of storage shelves to restrain the chemicals in case of earthquake.

Chemicals will not be stored in the same refrigerator used for food storage. Refrigerators used for storing chemicals must be appropriately identified by a label on the door.

Container Labels

It is extremely important that all containers of chemicals are properly labeled. This includes every type of container from a 5000 gallon storage tank to a spray bottle of degreaser. The following requirements apply:

- All containers will have the appropriate label, tag or marking prominently displayed that indicates the identity, safety and health hazards.
- Portable containers which contain a small amount of chemical need not be labeled if they are used immediately that shift, but must be under the strict control of the employee using the product.
- All warning labels, tags, etc., must be maintained in a legible condition and not be defaced. Facility weekly supervisor inspections will check for compliance of this rule.
- Incoming chemicals are to be checked for proper labeling.

Emergencies and Spills

In case of an emergency, implement the proper Emergency Action Plan

- Evacuate people from the area.
- Isolate the area.
- If the material is flammable, turn off ignition and heat sources.
- Only personnel specifically trained in emergency response are permitted to participate in chemical emergency procedures beyond those required to evacuate the area.
- Call for Emergency Response Team assistance if required.

Housekeeping

- Maintain the smallest possible inventory of chemicals to meet immediate needs.
- Periodically review stock of chemicals on hand.
- Ensure that storage areas, or equipment containing large quantities of chemicals, are secure from accidental spills.
- Rinse emptied bottles that contain acids or inflammable solvents before disposal.
- Recycle unused laboratory chemicals wherever possible.
- **DO NOT** Place hazardous chemicals in salvage or garbage receptacles.
- **DO NOT** Pour chemicals onto the ground.

- **DO NOT** Dispose of chemicals through the storm drain system.
- **DO NOT** Dispose of highly toxic, malodorous chemicals down sinks or sewer drains.

Contractors

All outside contractors working inside Company Facilities are required to follow the requirements of this program. The Company will provide Contractors information concerning:

- Location of MSDS
- Precautions to be taken to protect contractor employees
- Potential exposure to hazardous substances
- Chemicals used in or stored in areas where they will be working
- Location and availability of Material Safety Data Sheets
- Recommended Personal Protective Equipment
- Labeling system for chemicals

Definitions

Chemical: any element, chemical compound or mixture of elements and/or compounds.

Combustible liquid: means any liquid having a flash point at or above 100 deg. F (37.8 deg. C), but below 200 deg. F (93.3 deg. C), except any mixture having components with flash points of 200 deg. F (93.3 deg. C), or higher, the total volume of which make up 99 percent or more of the total volume of the mixture.

Compressed gas: any compound that exhibits:

- (i) A gas or mixture of gases having, in a container, an absolute pressure exceeding 40 psi at 70 deg. F.
- (ii) A gas or mixture of gases having, in a container, an absolute pressure exceeding 104 psi at 130 deg. F. regardless of the pressure at 70 deg. F.
- (iii) A liquid having a vapor pressure exceeding 40 psi at 100 deg. F.

Container: any bag, barrel, bottle, box, can, cylinder, drum, reaction vessel, storage tank, or the like that contains a hazardous chemical. For purposes of this section, pipes or piping systems, and engines, fuel tanks, or other operating systems in a vehicle, are not considered to be containers.

Employee: a worker who may be exposed to hazardous chemicals under normal operating conditions or in foreseeable emergencies. Workers such as office workers or bank tellers who encounter hazardous chemicals only in non-routine, isolated instances are not covered.

Employer: a person engaged in a business where chemicals are either used, distributed, or are produced for use or distribution, including a contractor or subcontractor.

Explosive: a chemical that causes a sudden, almost instantaneous release of pressure, gas, and heat when subjected to sudden shock, pressure, or high temperature.

Exposure or exposed: an employee is subjected in the course of employment to a chemical that is a physical or health hazard, and includes potential (e.g. accidental or possible) exposure. Subjected in terms of health hazards includes any route of entry (e.g. inhalation, ingestion, skin contact or absorption.)

Flammable: a chemical that falls into one of the following categories:

- (i) "Aerosol, flammable" means an aerosol that yields a flame projection exceeding 18 inches at full valve opening, or a flashback (a flame extending back to the valve) at any degree of valve opening;
- (ii) "Gas, flammable" means: (A) A gas that, at ambient temperature and pressure, forms a flammable mixture with air at a concentration of thirteen (13) percent by volume or less; or (B) A gas that, at ambient temperature and pressure, forms a range of flammable mixtures with air wider than twelve (12) percent by volume, regardless of the lower limit;
- (iii) "Liquid, flammable" means any liquid having a flash point below 100 deg. F., except any mixture having components with flash points of 100 deg. F. or higher, the total of which make up 99 percent or more of the total volume of the mixture.
- (iv) "Solid, flammable" means a solid, other than a blasting agent or explosive as defined in 1910.109(a), that is liable to cause fire through friction, absorption of moisture, spontaneous chemical change, or retained heat from manufacturing or processing, or which can be ignited readily and when ignited burns so vigorously and persistently as to create a serious hazard. A chemical shall be considered to be a flammable solid if it ignites and burns with a self-sustained flame at a rate greater than one-tenth of an inch per second along its major axis.

Flash point: the minimum temperature at which a liquid gives off a vapor in sufficient concentration to ignite.

Hazardous chemical: any chemical which is a physical hazard or a health hazard.

Hazard warning: any words, pictures, symbols, or combination appearing on a label or other appropriate form of warning which convey the specific physical and health hazard(s), including target organ effects, of the chemical(s) in the container(s). (See the definitions for "physical hazard" and "health hazard" to determine the hazards which must be covered.)

Health hazard: a chemical for which there is evidence that acute or chronic health effects may occur in exposed employees. The term "health hazard" includes chemicals which are carcinogens, toxic or highly toxic agents, reproductive toxins, irritants, corrosives, sensitizers, hepatotoxins, nephrotoxins, and neurotoxins, agents which act on the hematopoietic system and agents which damage the lungs, skin, eyes, or mucous membranes.

Identity: any chemical or common name which is indicated on the material safety data sheet (MSDS) for the chemical. The identity used shall permit cross-references to be made among the required list of hazardous chemicals, the label and the MSDS.

Immediate use: the hazardous chemical will be under the control of and used only by the person who transfers it from a labeled container and only within the work shift in which it is transferred.

Label: any written, printed, or graphic material displayed on or affixed to containers of hazardous chemicals.

Material safety data sheet (MSDS): written or printed material concerning a hazardous chemical which is prepared in accordance with OSHA Standard 1910.1200 requirements.

Mixture: any combination of two or more chemicals if the combination is not, in whole or in part, the result of a chemical reaction.

Oxidizer: means a chemical other than a blasting agent or explosive as defined in 1910.109(a) that initiates or promotes combustion in other materials, thereby causing fire either of itself or through the release of oxygen or other gases.

Physical hazard: a chemical that it is a combustible liquid, a compressed gas, explosive, flammable, an organic peroxide, an oxidizer, pyrophoric, unstable (reactive) or water-reactive.

Pyrophoric: a chemical that will ignite spontaneously in air at a temperature of 130 deg. F. or below.

Specific chemical identity: the chemical name, Chemical Abstracts Service (CAS) Registry Number, or any other information that reveals the precise chemical designation of the substance.

Unstable (reactive): a chemical which in the pure state, or as produced or transported, will vigorously polymerize, decompose, condense, or will become self-reactive under conditions of shocks, pressure or temperature.

Use: to package, handle, react, emit, extract, generate as a byproduct, or transfer.

Water-reactive: a chemical that reacts with water to release a gas that is either flammable or presents a health hazard.

Work area: a room or defined space in a workplace where hazardous chemicals are produced or used, and where employees are present.

Workplace: an establishment, job site, or project, at one geographical location containing one or more work areas.

MSDS Information

Material Safety Data Sheets are provided by the chemical manufacturer to provide additional information concerning safe use of the product. Each MSDS provides:

- Common Name and Chemical Name of the material
- Name, address and phone number of the manufacturer
- Emergency phone numbers for immediate hazard information
- Date the MSDS was last updated
- Listing of hazardous ingredients
- Chemical hazards of the material
- Information for identification of chemical and physical properties

Information Chemical Users must know

Fire and/or Explosion Information

- Material Flash Point, auto-ignition temperature and upper/lower flammability limits
- Proper fire extinguishing agents to be used
- Fire fighting techniques
- Any unusual fire or explosive hazards

Chemical Reaction Information

- Stability of Chemical
- Conditions and other materials which can cause reactions with the chemical
- Dangerous substances that can be produced when the chemical reacts

Control Measures

- Engineering Controls required for safe product use
- Personal protective equipment required for use of product
- Safe storage requirements and guidelines
- Safe handling procedures

Health Hazards

- Permissible Exposure Limit (PEL) and Threshold Limit Value (TLV)
- Acute or Chronic symptoms of exposure
- Main routes of entry into the body
- Medical conditions that can be made worse by exposure
- Cancer causing properties if any
- Emergency and First Aid treatments

Spill & Leak Procedures

- Clean up techniques
- Personal Protective Equipment to be used during cleanup
- Disposal of waste & cleanup material

Employee Use of MSDS

For MSDS use to be effective, employees must:

- Know the location of the MSDS
- Understand the major points for each chemical
- Check MSDS when more information is needed or questions arise
- Be able to quickly locate the emergency information on the MSDS
- Follow the safety practices provided on the MSDS



PCAM, LLC PROPOSAL FOR:

COUNTY OF LOS ANGELES
 DEPARTMENT OF PUBLIC WORKS
 For Acton-Agua Dulce Shuttle Service (2007-PA025)

Driver Bus Report

DAILY BUS REPORT



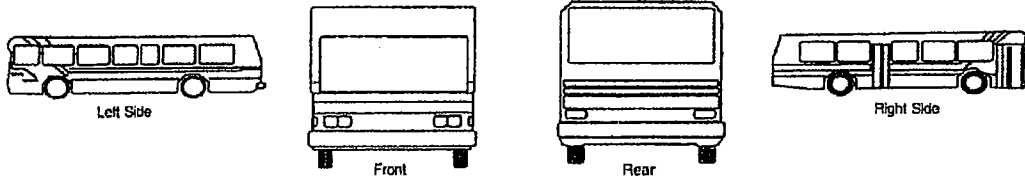
11101 Lakewood Boulevard
 Downey, California 90241

Bus /Vehicle # _____ Driver 1 _____ Driver 2 _____ Total Miles _____
 Signature _____ Signature _____ Yard _____
 Day _____ Miles (End Yard) _____ Miles (End Yard) _____ Revenue _____
 Miles (End Route) _____ Miles (End Route) _____ Quantity _____
 Date _____ Miles (Start Route) _____ Miles (Start Route) _____ Oil _____
 Miles (Start Yard) _____ Miles (Start Yard) _____ Fuel _____

Daily Check List Check (✓), if OK. If Defective, mark (X) All defects must be described on bottom of DBR

	Check (✓), if OK. If Defective, mark (X)				All defects must be described on bottom of DBR		
	Driver 1	Driver 2	Mechanic Initials		Driver 1	Driver 2	Mechanic Initials
1. Air System				26. Emergency Brake			
2. Belts, Hoses				27. Seat Belts			
3. Oil Level				28. Clean Interior			
4. Water Coolant				29. Passenger Seats			
5. Water/Oil Leaks				30. Hand Rails			
6. Tires, Lug Nuts				31. Modesty Panels			
7. Head Lamps				32. Gauges			
8. Turn Signals				Oil Vacuum			
9. Hazard Lights				Amp Temperature			
10. Clearance Lights				Air Speedometer			
11. Brake Lights				33. Vehicle Shut Down			
12. Backup Lights				34. Fire Extinguisher			
13. Glass (All) & Mirrors				35. First Aid/Accident Kit			
14. Clean Exterior				36. Emergency Reflectors			
15. Proper Decals				37. W/C Ties/Restraints			
16. Brake Pedal				38. Transfers/Schedules			
17. Air Gov Cut In & out				39. Chimes			
18. Stat Air Press. Loss				40. Vault Check			
18a. Applied Air Press. Lost				41. Radio			
19. Low Air Press. Warning				41a. Fuel Card			
20. Backup Beep/Horn				42. Horn			
21. Emergency Exit				43. Registration			
22. W/C Lift & Cover				44. Insurance Sticker			
23. Passenger Door				45. Current Vehicle Cert (SPAB/GPPV)			
24. Heater/Defroster/AC				46. Flashlight			
25. Wipers							

Body Damage Description _____



Defect number and brief explanation, or other comments: _____





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DEPARTMENT OF PUBLIC WORKS
For Acton-Agua Dulce Shuttle Service (2007-PA025)

Teletrac System

Message Display Terminal (MDT)

Drivers can send up to 40 programmed or customized driver messages. To send these messages, the driver simply presses the MSG key for the menu. Ends the message with the arrow key and then presses SEND.

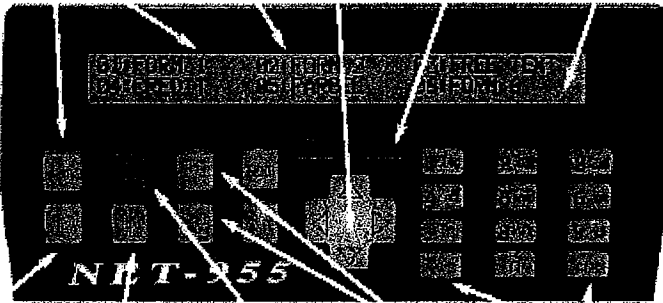
Messages can be viewed up to two lines at a time in the LCD panel. Transmits/receives up to 96 alphanumeric characters of text per message.

Scroll arrows allow drivers to find the message needed to be sent without having to recall the particular message number. This handy feature is also used for viewing messages that are longer than two lines in length.

Message lamp flashes and an electronic chime notifies the driver of an incoming message. The lamp will continue to flash until the driver has viewed all received messages.

Back light and UII for easy viewing.

PCAM, LLC also equips their vehicles with a GPS vehicle tracking system that allows them to be more efficient and keeps electronic data of each vehicle's whereabouts. This system allows PCAM to track vehicle individually or as a group and can pull up a specific time and location for any vehicle. This system also serves as a communication tool between driver and dispatch. Dispatch can broadcast messages to all of PCAM's fleet or individual in a matter of seconds and with pre-set key answers drivers can respond immediately. This system also allows drivers to key in the number of boarding passengers at each route giving a more accurate headcount for the daily report for each vehicle and driver and more accurate data for monthly reports.



Drivers view dispatch messages by pressing VIEW. The MDT receives messages even if the driver is out of the vehicle and the vehicle is turned off.

Drivers can send up to ten "fill-in-the-blanks" form messages.

The driver can select from up to ten Emergency messages to send.

"One touch" keys allow drivers to respond with the press of a button for the most common messages.

Up to 50 dispatch messages can be stored until drivers clear them or the First-In, First-Out buffer erases the oldest message as a new one is received (20 of the 50 messages can be stored permanently).

Teletrac

Products and Services

Teletrac develops and markets wireless location information systems that give commercial fleet managers the tools to track their fleets' movements, ensure that their employees are meeting productivity goals and fulfilling the needs of their respective customers. The systems also help significantly decrease vehicle and cargo theft, cutting the insurance and capital costs for fleet owners. Teletrac's flagship product, FleetDirector, is an Internet-enabled system that is easy to implement and scalable for fleets five trucks operating in a single metropolitan area to fleets with thousands of vehicles across the US. FleetDirector locates and tracks the position of vehicles via Teletrac's authorized networks. FleetDirector is a win-win situation for fleet owners and their drivers, giving management the ability to manage their mobile resources; providing an objective record for the best drivers and a motivational tool for those that are performing below average. Teletrac also offers consumer-oriented stolen vehicle tracking systems.





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How Teletracer works

Teletracer uses computer software mapping technology linked to an on-board Vehicle Location Unit (VLU). Land-based towers receive a signal from the VLU. In a matter of seconds, longitude and latitude are calculated and sent to the monitoring station and displayed on a computerized map. Now we have the security of knowing your vehicle is protected by the most advanced technology available.

Vehicle Equipment

This means we can have all of the information on our mobile resources reporting to FleetDirector. For example Teletrac offers specialist Vehicle and Asset Tracking units that can be installed in the appropriate vehicles and viewed on the same screen using different icons. Teletrac has many years of experience integrating our devices into the vehicle to enable detection and measurement of a wide range of events in the vehicle.

FleetDirector eClient

FleetDirector eClient is our control center for dynamic fleet management.

FleetDirector eClient allows us to see our vehicles and their status live on screen and locate them at any time using our unique interactive map and data windows. FleetDirector offers the most powerful set of features in the industry.

We can receive live exception alerts; locate the closest vehicle to any place and playback the history of any vehicle over any period of time. We can communicate with our field staff using the powerful two way messaging facilities.

FleetDirector eClient runs straight out of the box and also has powerful configuration options to customize the system to our needs. We can identify the vehicles and sub-fleets that we want to watch by user as well as set up authorized and unauthorized zones, times and vehicle speeds to trigger exception alerts and reports.

We can configure how you view the world, FleetDirector eClient allows us to have multiple map views together with powerful event, exception and message data views open in the same screen.

FleetDirector eClient gives us the power to run our fleet at our fingertips. It's like being there in the front seat.

FleetDirector On-Site

FleetDirector On-Site provides a powerful set of functions to allow us to analyze the locations and jobs that are important to our business and analyze where our resources are being used. We can enter our customer, supplier and own business locations and categorize them.



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FleetDirector On-Site provides powerful reports that allow us to see how much time our resources spend at each customer, job-site, depot, office or any other category we decide is important to our business. We could list every customer each of our staff has visited this week or detail on-site visits to a customer including arrival, departure and on-site times over any period. Each location can be displayed on the FleetDirector eClient map. We can view each category on separate maps.

FleetDirector Alert

FleetDirector Alert provides powerful anytime, anywhere access to the vital information FleetDirector provides. FleetDirector Alert delivers exception alerts direct to our cell-phone, pager or email. We can configure who should receive alerts and where and when they should receive them.

FleetDirector Report

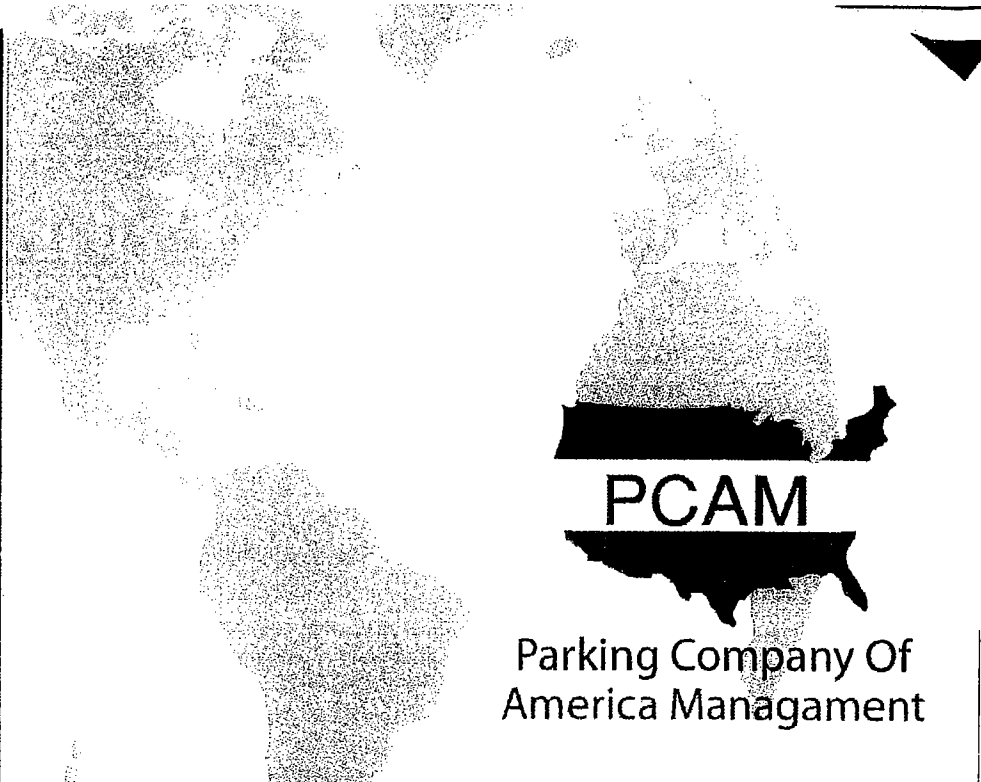
FleetDirector Reporter provides a powerful set of reports that allow us to analyze your driver and fleet performance. We can select times, dates and drivers and choose from an extensive list of reports on vehicle location, status and messages. We can analyze start of day, end of day, job duration, travel and stationary time and FleetDirector allows us to customize these status types.

We can also download the reports in many formats including Excel and even build additional reports using Crystal Reports. Teletrac also provides professional report building services for customized reports.



Company Profile

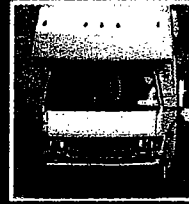
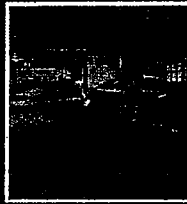
For more than three decades, PCAM has provided our clients with superior service and innovative solutions to their parking and transportation needs. As a leader and innovator, our clients are confident that PCAM will bring a wealth of knowledge and expertise to every project. Dedication, integrity and an uncompromising commitment to service are among our highest achievements. PCAM has been a family owned and operated business for more than 35 years and continues to be among the largest minority owned privately held parking and transportation companies in America.



PCAM

Parking Company Of
America Management

PCAM's Services



Hospitality and Hotel
Management Services

Transportation
Management Services

Hospital Management
and Transportation
Services

PCA/ Bernard's Parking
Experience and Knowledge

Fleet Maintenance
Services



www.parkpca.com

Hospitality and Hotel Management Services

PCA / Bernard's Parking Experience and Knowledge

*"Although the valet associates get their paycheck from PCA, they are considered to be Westin associates and the guest doesn't know the difference."
--Starwood Hotels*

PCAM has its own dedicated Hospitality Division committed solely to the Hotel and Hospitality industry. PCAM currently operates a number of Mobil Four-Star and/or AAA Four-Diamond Award Hotels. By applying this specialization within the Hotel Industry, we can immediately begin to improve or raise customer service to a level which exceeds our client's expectations. PCAM is your full service provider, specializing in:

- Self-Parking Attendants
- Door personnel
- Bell Service
- Valet Parking Attendants
- Shuttle Drivers
- Concierge Service
- Full Service parking
- Event Parking Management

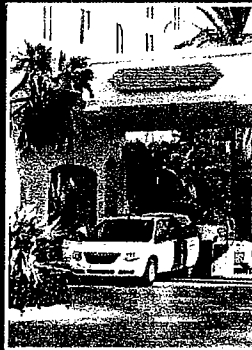
*"Your ability to provide quality staff who consistently maintain "Four Diamond" service standards assures a seamless guest experience from arrival to departure"
--Sutton Place Hotels*

PCAM is very interested in showing how we can help maximize your revenue return along with increasing your service levels. PCA with pleasure welcomes the chance to provide you with a no obligation **professional estimate**.

- PCAM can increase your bottom line profit by as little as 10% up to a documented 300 %
- PCAM can newly install or upgrade your current parking equipment
- No consulting fees
- Fully finance up to 100% (at no cost to you)
- Oversee installation
- Operate your parking operations whether it is valet, self-parking, or both

A Few Of Our Satisfied Clients:

Hyatt Hotel, Hyatt Resorts, Hilton Hotels, Crowne Plaza Hotels, Starwood Properties, Doral Resort, Atrium Hotel, Shade Hotel, Morton's Steakhouse, Maggiano's Restaurants, Seacliff Country Club



*"Their daily service and responsiveness to the Resort's needs, as well as their excellent customer service skills make the partnership truly outstanding."
--Hyatt Hotels*

For Additional Information Please Contact:

Russell Tobler
Divisional Director
Ph. 714.403.1211
Email: Rtobler@parkpca.com



The owners of PCAM have over 60 years of combined parking management experience. We encourage you to take advantage of this vast breath of knowledge and allow PCAM to come and survey your parking facility. At the very least you will be exposed to a fresh look at your existing parking operation. Our staff of 1,300 employees attends yearly training sessions, which include: risk management training, sensitivity training, revenue control procedures and customer service training.

Value Added Service

PCAM forges relationships with customers that stand the test of time. We understand the business of our customers and earn their respect by looking for ways to improve service and profitability. It is the way we embrace our fiduciary responsibility to accurately collect, control and report all the activity at each parking facility that has made the difference. PCAM is a minority owned nationally focused parking management company, with a hands-on management style. The founders and officers of the company are there for you.

***Parking Is Always A Problem
PCAM Is Always The Solution!***

We Provide Expert Assistance For:

- Facility Management
- Shuttle Services
- Self Parking Locations
- Comprehensive Parking Management
- Consulting
- Valet Service

For Additional Information Please Contact:

Eduardo Erbes
Director of Parking Management
Ph. 323.987.6570 Ext. 201
Email: eerbes@parkpca.com

PCA / Bernard's

Allan Rice Michael Sugar
arice@bpsparking.com msugar@bpsparking.com

Paul Stevenson
Director of Parking Management
Ph. 818.881.4343
p Stevenson@bpsparking.com

Transportation Management Services



PCAM Transportation Division has been our fastest growing division in recent years. Fixed routing is a simple continuous loop with preset stop points and stop times. Local city transit operations are the best examples. The division owns several hundred vehicles, ranging in size from 12 to 26 passengers, including ADA-equipped buses. We also have several vehicles operating on alternative fuels (e. g. compressed natural gas (CNG), propane and hybrids). PCAM Transportation is managed by experienced professionals with class B licenses, certified in Driver Training & Safety from the California Department of Motor Vehicles. Our communication systems allow us to easily manage our service and use GPS technology (Satellite Tracking System) for your benefit.

A Few Of Our Satisfied Clients

Peninsula Corridor Joint Powers Board

Operates 34 commuter shuttle buses servicing Caltrain stations from San Jose to San Francisco, Monday thru Friday. This is a fixed route service transporting an average of 1,550 commuters to and from work each day. We have operated this service since 1995 and it continues to expand every year. This contract is administered by San Mateo County Transit (SAMTRANS).

City Of South San Francisco

This service is a combination of Caltrain shuttle service and BART shuttle service. We operate 4 BART shuttles from the South San Francisco BART station and 2 shuttles from the South San Francisco Caltrain station. This fixed route service transports an average of 425 commuters daily to and from work. This is administered by the Alliance for Congestion Relief. This Alliance of Bay area cities was established to promote and administer public transportation.

City Of Burlingame

This is a combination of commuter shuttle service, and midday and evening service from the major hotels servicing the San Francisco International Airport and the downtown area of the city of Burlingame. The commuter service is Monday thru Friday and the Hotel service is 7 days a week. There are 3 buses operating on fixed routes transporting approximately 170 passengers per day. This service is administered by the Alliance For Congestion Relief.

For Additional Information Please Contact:

Bob Watson
Transportation Director
Ph. 650.322-0792
Email: bwatson@parkpca.com

Fleet Maintenance Services

- Contracts
- Repair
- Consulting
- Estimates
- Maintenance
- Body And Paint
- Maintenance Management
- Road Service

For Additional Information Please Contact:

Dave Lawson
VP Operations
Ph. 805.896.0567
Email: dlawson@parkpca.com

Hospital Management and Transportation Services

Hospital Parking Management is the newest division of PCAM. It has been established to provide professional economical and efficient parking management services to the healthcare industry. Since its establishment, PCAM has built a substantial client base and now is in charge of managing over 10,000 hospital parking spaces throughout the United States on a daily basis.

PCAM is dedicated to providing the best patient - guest services possible with specialization directed in the field of healthcare. PCAM offers its clients extensive experience in all aspects of valet parking-front door services, shuttle services and parking management within the healthcare field.

Benefits of Contracting With PCAM's Hospital Division:

- We offer Valet Parking-Front Door Services designed to fit the needs of your healthcare facility.
- PCAM provides signage, uniforms, safety cones, podiums, lock boxes, 2-way radios, cellular communication, tickets, insurance and any other additional equipment all at no additional cost to your facility.
- All attendants undergo classroom training
- We require extensive background checks on all staff, which include MVR, Criminal and Drug Screening.
- We provide the parking industries most comprehensive garage keepers and liability insurance along with the state required worker's compensation coverage.
- PCAM highest priority is to help increase overall patient relations and guest satisfaction at your healthcare facility.



A Few Of Our Satisfied Clients

Alta Bates Summit Medical Center
Los Alamitos Medical Center
Glendale Memorial Medical Center
Kaiser

For Additional Information Please Contact:

Dave Lawson
VP Operations
Ph. 805.896.0567
Email: dlawson@parkpca.com

Management

Alex Martin Chaves
Chief Executive Officer

Alex Martin Chaves has worked in the parking and transportation industry his entire professional life. His expertise in developing the parking and transportation service companies is one of the strengths he possesses to lead the Parking Company of America (PCAM) group of entities today.

Helen Mouat, CPA
Chief Financial Officer

Helen Mouat joined PCAM as its CFO in 1985. She accepted the challenge to develop and systemize an efficient organization for Internal financial services for an established company seeking expansion regionally and nationally. Under her financial and management direction, PCAM grew from 20 lots and 100 employees in 1985 to nearly 200 location and 1,300 employees nationwide.

Eric Joseph Chaves, Esq.
President & General Counsel

Eric Chaves is currently President and General Counsel for PCAM and has been with the company since 1995. Prior to his present position, Mr. Chaves was the Vice President and General Counsel. He has been an important part of the company's exponential growth in the parking and transportation services by negotiating multi-million dollar investment capital from top lending institutions. He oversees the day-to-day operations of PCAM, and devotes much of his time to an aggressive program of business expansion through the acquisition of properties and businesses throughout the country.

David Lawson
Vice President of Operations

David Lawson is currently Vice President of operations for PCAM. Mr. Lawson joined PCA in 1998 and has been involved in all aspects of the growth of PCAM. Currently VP of Operations for the company overseeing daily operations related to Fleet and Transportation. He has been strategic in the growth and new business development in Northern California.

"Starting with a professional service organization, honed by 35 years of experience, we have integrated the recommendations of our business travelers and come up with services that make a difference in your travels."

Corporate Headquarters



Parking Company Of
America Management
A Minority Owned Company

11101 Lakewood Boulevard, Downey, CA 90241
PH. 562.862.2118 Fax 562.862.4409
www.parkpca.com

If you would like additional information, references, or letters of recommendation, please feel free to contact anyone of our staff or visit our website at www.parkpca.com.

Client#: 29507

PARKI

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
05/17/2007

PRODUCER Dodge Insurance Services 310-356-8201 Arroyo Insurance Services 3510 Torrance Blvd. Suite 305 Torrance, CA 90503	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURED PCAM, LLC Parking Company of America Mgmt LLC 11101 Lakewood Blvd. Downey, CA 90241	INSURERS AFFORDING COVERAGE INSURER A: Travelers Property & Cas INSURER B: Scottsdale Insurance Co INSURER C: Majestic Insurance INSURER D: INSURER E:

COVERAGES

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

INSR ADD'L LTR	INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y6305379C195TIL07	04/24/07	04/24/08	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS Garagekeepers Liability	Y810328D9313TIL07	04/24/07	04/24/08	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$1,000,000
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	XLS0041255	04/24/07	04/24/08	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ \$ \$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	C20010269907	04/24/07	04/24/08	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate Holder is included as Additional Insured-General Liability per attached endorsement CGD246(0805) *EXCEPT 10 Days Notice IF Cancelled for Non-Payment.

Re: Acton-Aqua Dulce Shuttle.

The County of Los Angeles, its Political subdivision, agencies entities or (See Attached Descriptions)

CERTIFICATE HOLDER

County of Los Angeles
 /Administrative Services
 P.O. Box 1460
 Alhambra, CA 91802-1460

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Neil S. Rodas

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTIONS (Continued from Page 1)

organizations for which the Los Angeles County board of Supervisors is the governing body, their agents, officers and employees are included as Additional Insured with respects to General Liability per Blanket Endorsement CG D2 46 08 05 attached to policy. Auto Additional Insured Endorsement CA T301 02 99 attached.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
- c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. - DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

PCAM, LLC , etal

POLICY NUMBER: Y810328D9313TIL07

COMMERCIAL AUTO
ISSUE DATE: 04 -24 -07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM**

Paragraph c. of the WHO IS AN INSURED provision includes the person or organization indicated below, but only for his, her or its liability because of acts or omissions of an "insured" under paragraphs a. or b. of that provision, subject to the following additional provisions:

1. No liability is assumed by that person or organization for the payment of any premiums stated in the policy or earned under the policy.
2. In the event of cancellation of the policy, written notice of cancellation will be mailed by us to that person or organization.

Person or Organization

Address

ENCLOSURE B

Award information has not been added at this time.

Bid Information

Bid Number : PW-ASD 659

Bid Title : ACTON-AGUA DULCE SHUTTLE SERVICE (2007-PA025)

Bid Type : Service

Department : Public Works

Commodity : BUS - TRANSIT (COACH - TOURING) CUSTOM

Open Date : 3/13/2007

Closing Date : 3/27/2007 3:00 PM

Notice of Intent to Award : [View Detail](#)

Bid Amount : N/A

Bid Download : Not Available

Bid Description : PLEASE TAKE NOTICE that Public Works requests proposals for a contract for the Acton-Agua Dulce Shuttle Service (2007-PA025). The total annual cost of this service is estimated to be \$50,000. If not enclosed with this letter, the Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be requested by accessing this link at [ftp://dpwftp.co.la.ca.us/solicitationdocuments/actonagua2.pdf](http://dpwftp.co.la.ca.us/solicitationdocuments/actonagua2.pdf) or from Ms. Melissa Saradpon at (626) 458 4077, Monday through Thursday, 7 a.m. to 5 p.m.

Minimum Requirements: Proposers must meet all minimum requirements set forth in the RFP document, including, but not limited to, a minimum of three years' experience in providing the same or similar shuttle transportation service for government or social service agency(ies). This minimum three years' experience requirement also applies to the Proposer's Program Manager as well as to the Proposer's Maintenance Manager.

Proposer must submit copies of valid State of California Department of Motor Vehicles (DMV) Class B (with appropriate endorsements) 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 or an affirmative statement that the Proposer shall provide these documents before the start of the proposed contract.

The Proposer shall submit the Maintenance Manager's National Institute for Automotive Service Excellence (ASE) Certification in T-8 Preventive Maintenance Inspection (Medium/Heavy Truck) or an affirmative statement that the Proposer's Maintenance Manager will obtain one within 12 months after the proposed contract start date, or the Proposer will have a Maintenance Manager with the Certification within 12 months of the start of the proposed contract.

A Proposers' Conference will be held on Tuesday, March 27, 2007, at 3 p.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room C. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the Conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the Conference, it may be impossible to respond to further requests for information.

The deadline to submit proposals is Wednesday, April 11, 2007, at 11 a.m. Please direct your questions to Ms. Saradpon at the number above.

Contact Name : MS. MELISSA SARADPON

Contact Phone# : (626) 458-4077

Contact Email : msaradpon@dpw.lacounty.gov

Last Changed On : 3/13/2007 5:18:21 PM

[Back to Last Window](#)

[Back to Award Main](#)



All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: **PCAM, LLC**

My County (WebVen) Vendor Number: **51250301**

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:



II. **FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input checked="" type="checkbox"/> Other (Please Specify): Limited Liability Company						
Total Number of Employees (including owners): 777						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/Associated Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

See Attached

III. **PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	66.67 %	%	%	%	%
Women	%	33.33 %	%	%	%	%

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
Los Angeles County	X				11/16/2007
City of Los Angeles	X				04/02/2008

V. **DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: 	Title: Chief Executive Officer	Date: May 2, 2007
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**Equal Employment Opportunity
Employment Information Report EEO-1 Worksheet As of 04/30/2007**

Company Code: 89T Date: 04-30-2007

Job Categories	Total	MALE						FEMALE							
		(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)			
Officer/Manager (1)	1					1									
Professional (2)															
Technician (3)															
Sales worker (4)															
Office/Clerical (5)															
Craftsman (6)	10				4	4									
Operative (7)	76	7	7	1	23	40		1	2	2					
Laborer (8)	2				2										
Service worker (9)	4				2	2									
TOTAL (10)	93	7	7	1	31	47		1	2	4					
Previous Totals (11)															
White collar (12)	36	3			16	17									
Production (13)															

ENCLOSURE C.1

Company Code: LYK

Job Categories	Total	MALE					FEMALE					
		(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)
Officer/Manager (1)	45	20	1	18	1	2						
Professional (2)	3			1	1							
Technician (3)												1
Sales worker (4)	1			1								
Office/Clerical (5)	19	2										
Craftsman (6)	43	18	4	11	1	3			13			
Operative (7)	478	121	45	163	48	14		2	5			
Laborer (8)	11	1		9	1			22	54			11
Service worker (9)	84	33	1	37	7			2	2			
TOTAL (10)	684	195	51	240	60	21		26	77			12
Previous Totals (11)												
White collar (12)	226	65	14	85	15	4		13	25			3
Production (13)												

ENCLOSURE C.2