

C O N T R A C T

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THIS CONTRACT, is made by and between the County of Los Angeles, hereinafter referred to as "COUNTY," and Watts Labor Community Action Committee hereinafter referred to as "CONTRACTOR":

W I T N E S S E I H

WHEREAS, COUNTY and CONTRACTOR agree that it is in the public interest to provide a fixed-route transit service in COUNTY unincorporated area of Willowbrook known as the Hahn's Trolley and Shuttle Service, hereinafter referred to as "SERVICE"; and

WHEREAS, COUNTY will finance the cost of SERVICE for the term of this CONTRACT using COUNTY'S Proposition A Local Return Funds; and

WHEREAS, CONTRACTOR agrees to provide the aforementioned SERVICE in accordance with the hereinafter mentioned conditions.

NOW, THEREFORE, in consideration of the covenants and conditions herein contained to be kept and performed by the parties hereto, COUNTY and CONTRACTOR agree as follows:

SECTION 1. COMPLETE CONTRACT

This document constitutes the complete and exclusive statement of the terms of CONTRACT between COUNTY and CONTRACTOR, and it supersedes all prior representations, understanding, and communications. The invalidity in whole or in part of any provision of this CONTRACT shall not affect the validity of other provisions.

SECTION 2. TERM OF CONTRACT

The term of this CONTRACT shall be for three (3) years from October 1, 1998 to September 30, 2001. This CONTRACT may be extended for two (2) additional years in one (1) year increments, upon mutual written consent of County and Contractor.

SECTION 3. GENERAL SCOPE OF WORK

CONTRACTOR shall operate SERVICE subject to the provisions of CONTRACT. Subject only to the general policies and direction of COUNTY with regard to management and operations, and to the provision and requirements of this CONTRACT, CONTRACTOR shall do all things necessary to procure, manage, operate, maintain, and store COUNTY'S vehicles, including, but not limited to, providing executive and administrative management; employment and supervision of all personnel, including supervisors, vehicle operators, dispatchers, mechanics and other maintenance personnel; operation of training and safety programs; maintenance, and repair of vehicles and equipment; processing of warranty claims for COUNTY'S vehicles; assisting in public relations and promotions; preparation

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of reports and analysis of financial and other matters; clerical, statistical, and bookkeeping services; providing all vehicle operators, providing facilities, equipment, parts and supplies required in the operation of SERVICE unless specifically identified to be contributed by COUNTY.

SECTION 4. PLANNED ROUTES, FREQUENCY, AND DAYS OF SERVICE

SERVICE routes, frequency, and days of operation shall be as specified in Appendix A.

SECTION 5. SERVICE REVISIONS

The ridership of SERVICE may change, requiring changes in the number of vehicles and/or SERVICE frequency. Providing adequate SERVICE may also require route changes. If the number of scheduled revenue SERVICE hours are increased or decreased in excess of twenty (20) percent, CONTRACTOR'S compensation rate will be negotiated based on demonstrable changes on the number of scheduled revenue SERVICE hours. COUNTY shall have the option to add to or delete from a given schedule or to redeploy SERVICE to other areas not identified in Appendix A based on demand or changes in SERVICE productivity. CONTRACTOR agrees that SERVICE hours may be increased or decreased by twenty (20) percent or less without renegotiation of basic unit price, over the term of CONTRACT.

Any modification to routes and schedules will be furnished by COUNTY to CONTRACTOR at least thirty (30) days prior to any SERVICE revision, unless a shorter time period is mutually agreeable to both parties.

SECTION 6. EQUIPMENT

A. Transit Vehicles

1. Revenue Vehicles

COUNTY has provided CONTRACTOR and COUNTY shall lease to CONTRACTOR seven (7) revenue vehicles as described in Appendix B (five [(5)] active SERVICE vehicles and two [2] maintenance spares) for One and 00/100 Dollars (\$1.00) per year per vehicle, including tires, head signs, and other peripheral equipment attached to the vehicles, plus spare tires, rims, electrical jumper cables, and other items not attached to vehicles.

2. Support Vehicles

CONTRACTOR shall provide all vehicles necessary for adequate supervisory and maintenance support. These vehicles must be in good operating condition and appearance.

B. Communication Equipment

CONTRACTOR shall provide radio communication equipment for all COUNTY-owned vehicles utilized in SERVICE. CONTRACTOR shall provide the necessary communication equipment for a base-station and a sufficient number of "repeater stations" to permit uninterrupted communication between the dispatch center and SERVICE vehicles. CONTRACTOR shall be responsible for proper maintenance of said equipment on all vehicles and at base-station and shall comply with all applicable federal statutes and regulations in connection with such use. CONTRACTOR shall be responsible for licensing of radio communication equipment. Citizen's Band (CB) communication equipment is not acceptable.

C. General Terms

CONTRACTOR shall acknowledge receipt of any COUNTY provided vehicles and equipment and any vehicles and equipment subsequently added to the fleet and the condition and working order in which said items have been received.

CONTRACTOR is prohibited from the sale, assignment, or sublease of COUNTY-owned vehicles or equipment. CONTRACTOR is also prohibited from using COUNTY-owned vehicles or equipment for any purpose other than providing SERVICE as specified in CONTRACT. At contract termination, 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. COUNTY shall inspect vehicles, equipment, and all other peripheral equipment prior to contract termination to assess condition of vehicles and equipment.

CONTRACTOR shall, at its sole expense, repair or replace any COUNTY-owned equipment and/or vehicles which may be damaged or lost by reason of collision, fire, negligence, abuse vandalism, or other like cause. If equipment is to be replaced by CONTRACTOR, it will be with a COUNTY-approved exact duplicate or as stipulated by COUNTY. However, in no event shall CONTRACTOR'S liability exceed actual book value of vehicle(s) and equipment so damaged.

Book value of vehicles shall be based on straight line depreciation over the years of useful life with a ten (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) is to be used as the basis for depreciation.

D. Procurement of Vehicle(s)

CONTRACTOR, at the direction of COUNTY, shall procure new or replacement vehicle(s) per specifications provided by COUNTY. COUNTY shall receive title to vehicle(s) so purchased. CONTRACTOR may invoice COUNTY for reimbursement as follows:

- Down payment upon when vehicle(s) order is placed by CONTRACTOR.
- Amount due upon delivery of vehicle(s) less a five (5) percent withholding fee.
- Remaining balance upon final acceptance of vehicle(s) by CONTRACTOR and COUNTY and after a reasonable time/mileage after the vehicle(s) has entered revenue SERVICE as determined by COUNTY.

All new vehicle(s) to be so purchased shall be approved at "pre-production" and "final acceptance" stage(s) by COUNTY'S Director of Public Works or his designee, hereinafter referred to as "DIRECTOR."

For new vehicles, COUNTY will provide in-plant quality assurance inspection(s), if determined to be so necessary by COUNTY, during the manufacture of the vehicle(s) to ensure conformance with vehicle specifications. At its option, COUNTY may require CONTRACTOR to provide for or hire a qualified firm to provide such inspection(s). All CONTRACTOR'S costs associated with the in-plant quality inspection(s) will be paid as a pass-through cost to COUNTY.

CONTRACTOR will be required to paint and letter vehicle(s) as designated by COUNTY. All costs associated with the initial painting and lettering of vehicle(s) will be paid as a pass-through cost to COUNTY. Any subsequent painting and lettering will be the responsibility of CONTRACTOR as a maintenance requirement.

SECTION 7. STORAGE AND MAINTENANCE FACILITIES

- A. CONTRACTOR shall provide appropriate fixed vehicle storage and maintenance facilities for the garaging, servicing, and cleaning of SERVICE vehicle(s) and equipment. Facilities shall be located at 800 East 111th Place, Los Angeles, and shall include:
1. An enclosed work space sufficient to allow maintenance personnel to service at least one (1) thirty-foot (30') bus and be protected from the weather.
 2. A paved shop floor capable of withstanding the maximum weight of the vehicle.
 3. A security-fenced, paved, and lighted area for overnight vehicle parking with adequate spaces for all vehicle(s).
 4. Adequate and appropriately equipped space for administrative personnel, dispatching and information staff, driver lounge or ready room, and training/safety meetings.
- B. CONTRACTOR shall provide and maintain:
1. A compressed air supply.
 2. Tire-changing equipment or a tire maintenance subcontractor approved by DIRECTOR.
 3. Battery maintenance equipment and spare batteries.
 4. Vehicle lubrication equipment.
 5. All tools and equipment necessary to perform required preventive maintenance activities.
 6. All tools and equipment necessary to service vehicles, perform component adjustments, and make mechanical repairs.
 7. Facilities and equipment necessary to wash and clean the vehicles in accordance with CONTRACT.
 8. Adequate secured storage area for tools, equipment, and parts.

SECTION 8. VEHICLE AND EQUIPMENT MAINTENANCE AND WARRANTIES

A. Vehicle condition

All vehicles, vehicle equipment, and any other equipment necessary to provide SERVICE shall be maintained by CONTRACTOR to acceptable appearance standards and in good repair and condition satisfactory to DIRECTOR and in accord with manufacturers' recommended maintenance procedures as well as with applicable federal and State regulations. CONTRACTOR shall maintain a "satisfactory" California Highway Patrol (CHP) terminal inspection rating throughout life of CONTRACT. If CONTRACTOR receives a rating of "unsatisfactory" from the CHP, CONTRACTOR shall so notify COUNTY immediately and outline steps which will be taken to correct deficiency(ies).

B. Warranty Work

COUNTY has or will provide CONTRACTOR with the written manufacturers' warranty for each COUNTY-owned vehicle. CONTRACTOR shall become COUNTY'S designated warranty agent for all COUNTY provided vehicles. CONTRACTOR will be responsible for ensuring that the vehicle manufacturers and all component manufacturers perform or reimburse CONTRACTOR for all work and parts which are covered under warranty. CONTRACTOR shall diligently follow the preventive maintenance program so any warranty coverage of COUNTY-owned vehicles is not lessened or invalidated.

C. Vehicle Appearance/Cleaning/Fumes

CONTRACTOR shall be responsible for maintaining the appearance of all vehicles. CONTRACTOR shall maintain an up-to-date record of all washings and major cleanings. Said record shall be made available to COUNTY upon request. Vehicle may be removed from SERVICE by COUNTY for unacceptable appearance.

1. 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 washdown) 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. 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.

2. Vehicle Exterior

Destination sign interior glass shall be cleaned as necessary to maintain a clean appearance and maximize visibility. Exteriors of all vehicles shall be washed every other day (dry) [every day (rain)] to maintain a clean, inviting appearance. Exterior washing shall include vehicle body, all windows, and wheels. All rubber or vinyl exterior components such as tires, bumper fascia, fender skirts, and door edge guards shall be cleaned and treated with a preservative at least once per month, or as necessary to maintain an attractive appearance. CONTRACTOR shall be responsible for maintaining the artwork on the exterior of the vehicles.

3. Fumes

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

D. Daily Pre-Trip Vehicle Inspection and Servicing

Each vehicle must receive a daily pre-trip inspection by the operator (driver) prior to being placed in SERVICE. CONTRACTOR'S daily pre-trip vehicle inspection report form shall be submitted to COUNTY for COUNTY'S approval. Daily pre-trip inspections must be supplemented by regular weekly maintenance inspections to ensure safe and proper operating condition of vehicles. Daily pre-trip inspections shall also include physical operation of the wheelchair lift or ramp to ensure Americans with Disabilities Act of 1990 (ADA) compliance. A record of all such inspections shall be kept by CONTRACTOR and be submitted to COUNTY as required herein.

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

CONTRACTOR shall repair or replace any vehicle which has defects and/or possesses a safety or operational problem.

E. Wheelchair Lifts or Ramps

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

F. Destination Signs

Destination signs shall, at all times, be correctly set for SERVICE being provided. When deadheading to/from yard location and other nonrevenue moves, sign(s) shall indicate "NOT IN SERVICE."

G. Maintenance Program

1. General Scope

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

2. Parts/Fluids Specifications and Requirements

All parts, materials, tires, lubricants, fluids, oils, and procedures used by CONTRACTOR on all vehicles and equipment shall meet or exceed Original Equipment Manufacturer specifications and requirements. All parts installed by CONTRACTOR on COUNTY-owned vehicles shall become property of COUNTY. Parts replaced shall be subject to inspection by COUNTY prior to disposal.

3. Vehicle Damage

CONTRACTOR shall, at its expense, cause any vehicle damaged, as a result of an accident, or otherwise, to be replaced or repaired immediately in case of damage impairing the proper and safe mechanical operation of the vehicle. All other vehicle damage resulting from any accident, or otherwise, shall be repaired within two (2) weeks or as otherwise required by COUNTY, law, or regulation. If CONTRACTOR cannot complete the work within the time specified, CONTRACTOR shall notify COUNTY in writing of the reason for the delay and the estimated completion date. COUNTY, at its sole discretion, may extend the deadline. CONTRACTOR shall log and keep an accurate and up-to-date record of all vehicle repairs.

4. 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 COUNTY. COUNTY will allow a window of plus or minus two hundred fifty (250) miles for scheduled preventive maintenance as recommended by vehicle manufacturer's maintenance specifications. This window of two hundred fifty (250) miles cannot be added to successive maintenance intervals. For instance, if the vehicle manufacturer recommends maintenance at a three thousand (3,000) mile interval, then CONTRACTOR would be allowed to perform the preventive maintenance at three thousand (3,000) miles plus or minus two hundred fifty (250) miles, six thousand (6,000) miles plus or minus, two hundred fifty (250) miles, etc.

All scheduled and preventive maintenance must be completed in a timely manner and CONTRACTOR shall keep all Work Order Cards and a Preventive Maintenance Inspection 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 mechanic 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 CONTRACTOR'S employees observe that maintenance is needed in advance of the schedule. CONTRACTOR shall not defer maintenance for reasons of shortage of maintenance staff, parts, equipment, or operable buses, nor shall SERVICE be curtailed for the purpose of performing maintenance without prior written consent of COUNTY.

5. Brake Inspection/Adjustment

Brake inspections and adjustments on all vehicles shall be performed at intervals that ensure the safe and efficient operation of the braking system.

6. Heating and Air Conditioning (HVAC)

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 in SERVICE. CONTRACTOR shall maintain the HVAC system in an operable condition at all times throughout the year.

7. Spare Parts

CONTRACTOR shall establish and maintain an on-going spare parts inventory sufficient to maintain vehicles in operating condition at all times.

8. Vehicle Towing

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

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

9. Repair/Replacement of Ancillary Engine and Transmission Parts

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. CONTRACTOR shall also remain responsible for all costs related to repair and replacement of ancillary transmission related 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.

H. 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 to continue to their destination shall be thirty (30) minutes.

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

I. Vehicle Maintenance Record keeping

CONTRACTOR will maintain an up-to-date vehicle file for each SERVICE vehicle containing, at a minimum, the following information:

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

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

J. Maintenance Personnel

CONTRACTOR is responsible for providing personnel for effective maintenance of vehicles used in the performance of this CONTRACT, as indicated below:

1. Maintenance personnel shall have thorough knowledge of:
 - a. Vehicle engines (diesel and gasoline), 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 specifics related to vehicle mechanics. Electrical schematics, pneumatic system as used in diagnosis of problems
 - f. Specialized areas such as, painting, upholstery, brake relining, air conditioning, and wheelchair lifts and ramps
 - g. Vehicle electronics
2. Maintenance personnel shall be able to:
- a. Inspect and repair vehicle engines, transmission, and other parts
 - b. Diagnose vehicle engine, transmission, and electrical system problems

K. 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. Particular attention is directed to the CHP Motor Carrier Safety Regulations. Each vehicle is required to be inspected annually by COUNTY and/or by CHP. COUNTY shall be immediately notified of inspections performed by a governmental agency other than COUNTY. The results of inspections shall be provided to COUNTY within twenty-four (24) hours, and any applicable signed certification shall be displayed or carried on the vehicles. CONTRACTOR must expeditiously correct any deficiencies on any CHP vehicle inspection report and advise COUNTY of same.

SECTION 9. RATES, COMPENSATION, PASS-THROUGH COSTS

A. Rates

COUNTY shall pay CONTRACTOR on a monthly basis an amount equal to the number of scheduled revenue SERVICE hours of operation, less any missed SERVICE hours, times the vehicle rate per scheduled revenue SERVICE hour of operation of

1st year	2nd year	3rd year
<u>FY 98-99</u>	<u>FY 99-00</u>	<u>FY 00-01</u>
\$ 32.18	\$ 33.37	\$ 34.63

Unless otherwise provided for herein, the vehicle SERVICE hour rate above shall cover all costs of SERVICE provided by CONTRACTOR pursuant to this CONTRACT.

1. **Cost of Living Adjustments**

In the two option years, this AGREEMENT'S monthly rate may be adjusted based on the increase or decrease in the U.S. Department of Labor Bureau of Labor Statistics' all **Urban Consumers Price Index (CPI)** for the Los Angeles-Anaheim-Riverside area. The change in the CPI used in computing the AGREEMENT'S option years' monthly rate shall not exceed twelve (12) times the average monthly change in CPI over the first nine (9) months of the current year's term. However, any increase shall not exceed the average salary movement granted to COUNTY employees for the same period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in COUNTY employee's salaries for the previous calendar year, no cost of living adjustments will be granted.

B. **Pass-Through Costs**

1. **General**

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

2. **Engines/Transmissions**

COUNTY recognizes that during the term of this CONTRACT, engines, transmissions, and/or differential units for COUNTY-supplied vehicles that are no longer under warranty may have to be rebuilt or replaced. If CONTRACTOR determines that an engine, transmission, and/or differential unit requires rebuilding or replacement, CONTRACTOR shall notify COUNTY immediately after making such determination and subsequently in writing, detailing the reason for such a determination. After inspection by COUNTY, COUNTY may direct CONTRACTOR in writing to proceed with the work. COUNTY will reimburse CONTRACTOR only for the costs associated with the components described above.

Costs associated with the removal and replacement to and from the vehicle of aforementioned components, including associated replacement of attachment devices, gaskets, seals, etc., is the responsibility of CONTRACTOR.

3. Air Conditioning

COUNTY recognizes that during the term of this CONTRACT, air conditioning compressors in use on vehicles equipped with air conditioning systems utilizing refrigerant may be prone to frequent failure. If CONTRACTOR determines that an air conditioning compressor and/or compressor clutch unit requires replacement due to operational failure of said compressor, CONTRACTOR shall notify COUNTY immediately after making such determination and subsequently in writing, detailing the reasons for such a determination. After inspection by COUNTY, COUNTY may direct CONTRACTOR in writing to proceed with the recommended work. CONTRACTOR will only be permitted to pass-through to COUNTY 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. COUNTY will reimburse CONTRACTOR only for the costs associated with the components and refrigerant as described above.

Costs associated with the removal and replacement to and from the vehicle of aforementioned components is the responsibility of CONTRACTOR.

4. Vehicle Repaint

Should a COUNTY-owned vehicle require a complete exterior repaint and/or decaling due to normal wear and tear, as determined by CONTRACTOR, CONTRACTOR shall notify COUNTY in writing detailing the reasons for such a determination. After inspection by COUNTY, COUNTY may direct CONTRACTOR in writing to proceed with the work. CONTRACTOR will only be permitted to pass-through to COUNTY costs relating to the actual repaint, lettering, and decaling work. All costs associated with vehicle body repair due to an accident, or otherwise, in order to restore the vehicle to COUNTY specifications are the responsibility of CONTRACTOR.

5. Rehabilitation of COUNTY-owned Vehicles

From time to time, a COUNTY-owned vehicle may require complete mechanical overhaul and/or rehabilitation in order to meet COUNTY specifications. In such instances, COUNTY shall inspect vehicle and make determination of work to be accomplished. CONTRACTOR shall then obtain the services of a known and qualified facility equipped to perform the task necessary as part of COUNTY'S assessment. The facility shall employ "certified" mechanics, welding, refrigeration, brakes, personnel, etc., to perform necessary work. COUNTY shall reserve the right to inspect and approve the facility where the work shall be performed. COUNTY shall perform preproduction, on-time, predelivery, post-delivery, conditional acceptance, and final acceptance inspections on the vehicle.

After completion of overhaul and/or rehabilitation of vehicle, CONTRACTOR shall invoice COUNTY for such work along with all necessary and required documentation as determined by COUNTY. CONTRACTOR shall withhold between five (5) to ten (10) percent of the amount due the selected facility for the approved work until COUNTY'S final acceptance of vehicle. Final acceptance will be made after a reasonable time/mileage after the vehicle has entered revenue service.

CONTRACTOR and COUNTY shall agree to the percent of withholding fee applicable in each instance. CONTRACTOR shall invoice COUNTY for any remaining balance after COUNTY'S final acceptance of vehicle. Subject to final acceptance and approval by DIRECTOR, payment will normally be made within thirty (30) days of approval.

C. Maximum Obligation

COUNTY'S maximum obligation under this AGREEMENT is One Million Six Hundred Seventeen Thousand Four Hundred Six and 00/100 Dollars (\$1,617,406.00). The estimated cost for the period of October 1, 1998 through June 30, 1999 (\$385,000.00). The estimated cost for FY 2000-2001 is Five Hundred Fifty-five Thousand and 00/100 Dollars (\$555,000.00). The estimated cost for the period of July 1, 2001 through September 30, 2001 is One Hundred Forty-five Thousand and 00/100 Dollars (\$145,000).

D. Non-Compensation

In the event CONTRACTOR is precluded from starting SERVICE described herein for those excusable reasons cited in Section 20 hereinafter, CONTRACTOR shall not receive compensation under this CONTRACT 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 Section 10.A. above.

E. Penalties

COUNTY may impose penalties on CONTRACTOR as described in Section 17.C. All penalties assessed against CONTRACTOR shall be deducted on a monthly basis from the amount due CONTRACTOR under Section 10.A. above.

F. Revenue

CONTRACTOR is responsible for protection of fare box revenues. All revenue generated by SERVICE from fare box return and the sale of fare media shall be retained by CONTRACTOR and deducted on a monthly basis from the amount due

CONTRACTOR under Section 10.A. above. The monthly revenue amount shall be reported in the monthly statement to COUNTY and is subject to audit.

G. Financial Audit Settlement

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

SECTION 10. CLAIMS FOR PAYMENT

CONTRACTOR shall submit monthly operation cost claims to COUNTY along with documentation thereof and all required reports in the form and number required by COUNTY no later than the 15th day of the following month for payment for SERVICE. Operating costs shall be submitted as amount due CONTRACTOR. Invoices shall be sent to:

Department of Public Works
Fiscal Division
Attention Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

Additionally, the CONTRACTOR shall submit with the monthly claim a list of all employees employed under this CONTRACT during the month, the name of the CONTRACTOR'S current health insurance plan/coverage, the CONTRACTORS portion of the monthly premium paid as well as the monthly portion of the premium paid by the employee. For those employees declining enrollment in CONTRACTOR'S health plan(s), CONTRACTOR shall submit an employee signed statement declining enrollment.

Subject to acceptance and approval by COUNTY, payments will normally be made within thirty (30) days.

SECTION 11. MONITORING AND AUDITING SERVICE

A. Monitoring SERVICE

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

B. Auditing and Inspection of SERVICE

CONTRACTOR shall permit authorized representative(s) of COUNTY to examine all data and records related to SERVICE or CONTRACTOR'S operation of any similar service upon request by COUNTY. All SERVICE records prepared by CONTRACTOR shall be owned by COUNTY and be made available to COUNTY at no additional charge.

Additional documentation of SERVICE may be provided through passenger surveys. These surveys may be administered by authorized representatives of COUNTY. It is the responsibility of CONTRACTOR to ensure the cooperation of all personnel with any operational procedures pertaining to survey work, including the distribution of survey questionnaires, etc.

COUNTY or any person authorized by COUNTY, shall at all times have access and the right to inspect CONTRACTOR'S equipment and facilities utilized in the performance of this CONTRACT.

SECTION 12. PERSONNEL

The CONTRACTOR shall be solely responsible for the satisfactory work performance of all employees providing SERVICE, and shall be solely responsible for payments of all employees and/or subcontractor wages and benefits. Without any additional expense to COUNTY, the CONTRACTOR shall comply with all the requirements of employee liability, workers' compensation, employment insurance, and social security.

CONTRACTOR shall hold COUNTY, 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 CONTRACTOR'S alleged violations of personnel practices. COUNTY shall have the right to demand removal from the project, for reasonable cause, any personnel furnished by CONTRACTOR. CONTRACTOR shall not, absent prior written notice to, and consent by COUNTY, remove or reassign any of the key management personnel such as the Project Manager, as described below, at any time prior to, or after execution of CONTRACT.

CONTRACTOR shall train all personnel who are likely to be in contact with the public to give courteous, accurate information concerning the routes and schedules of SERVICE and concerning SERVICE interfacing with other transit services in the vicinity. CONTRACTOR shall require that all personnel report all passenger complaints and/or operation problems to the Project Manager, as described below. A daily diary (log) shall be maintained for this purpose and shall be subject to inspection. Upon notice from COUNTY concerning the conduct, demeanor, or appearance of any person in the employment of CONTRACTOR not conforming to the provisions contained herein, CONTRACTOR shall take all steps necessary to remove or alleviate the cause of the objection.

A. Project Manager

CONTRACTOR shall designate a Project Manager whose responsibility shall be to oversee the day-to-day operations of SERVICE. Said Project Manager shall have full authority to act for CONTRACTOR. The selection of the Project Manager is subject to the approval of COUNTY.

B. Supervisory Staff

Key members of additional supervisory staff (e.g., Manager of Operations, Manager of Maintenance) who shall play critical roles in the provision of SERVICE must be acceptable to COUNTY. A responsible senior employee of CONTRACTOR must be available at all times, either by telephone or in person, to make decisions or provide coordination as necessary.

C. Road Supervisor

CONTRACTOR shall employ a minimum of one road supervisor available at all times during scheduled hours of SERVICE.

D. Office Personnel

CONTRACTOR shall have personnel available at all times that SERVICE is operating capable of answering inquiries of the public and responding to complaints regarding SERVICE. CONTRACTOR shall also have personnel monitoring the radio during all SERVICE hours.

E. Vehicle Operators

CONTRACTOR shall supply a sufficient number of properly licensed and qualified personnel to operate the equipment and to provide the required SERVICE. CONTRACTOR shall be responsible for the recruitment, drug and alcohol testing, screening, testing, selection, training, scheduling, supervision, discipline, termination, and all other functions with regard to SERVICE vehicle operators. Operators wages and work hours will be in accordance with federal, State, and local regulations affecting such employment.

1. Operator Recruitment and Selection

CONTRACTOR shall review a current California Department of Motor Vehicle (DMV) report on all applicants who would operate service vehicles and shall reject any applicant who failed to appear in court for "driving under the influence." CONTRACTOR shall perform a background check on all applicants for vehicle operator and shall reject any applicant who has been convicted of any felony charge which would affect the applicant's ability to perform as a vehicle operator in SERVICE.

CONTRACTOR shall check California DMV records (Pull Notice Program) at least every six (6) months beginning at the start of SERVICE for accidents, vehicle code violations, and valid driver's licenses of those employees whose job requires them to operate SERVICE vehicles. CONTRACTOR shall notify COUNTY within five (5) days of the results of said checks and corrective actions, if any, taken.

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

2. Operator Requirements

CONTRACTOR shall require and be responsible for each SERVICE vehicle operator in meeting the following requirements.

- a. Vehicle operators must have a valid California Class B driver's license and a 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 and assist with tiedowns.
- c. Vehicle operators shall be in uniform acceptable to COUNTY. Uniform shall include both shirt/blouse and slacks. Drivers shall wear name tags clearly displaying their names while performing their duties. While coats and hats are not required, if worn, they should match the uniform, and coats should display the operator's name tag.

- d. Each vehicle operator shall have an accurate analog type (including a "Second Hand" and minute tick marks - a "Railroad Approved" dial preferred) time piece available and in clear sight at all times during vehicle operation. Time pieces shall be checked daily prior to vehicle revenue SERVICE and shall be set to "Telephone Time."
- e. Vehicle operators shall assist passengers who have difficulty negotiating the steps of the vehicle.
- f. Regularly assigned vehicle operators or trained back-up operators shall be available and on time daily to ensure consistent and reliable SERVICE.
- g. Each vehicle operator must carry current certification of CPR and First Aid Training at all times during vehicle operations.

3. Operator Training

CONTRACTOR shall be responsible for all vehicle operator training. Training programs must be conducted by a "certified" instructor and must meet all federal and State standards. At a minimum, the program will 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, radios, and other equipment to be used on vehicles.
- b. DMV regulations and company policies.
- c. SERVICE routes and schedules, and service interfacing with other transit services in the vicinity.
- d. SERVICE'S fare structure and policies.
- e. Seating policy as required by COUNTY tariff regulations, as described in Appendix B, and/or State and federal regulations.
- f. Accident and emergency procedures and reports.
- g. Public courtesy and empathy towards the needs of elderly and persons with disabilities.
- h. Training in special skills required to provide transportation to elderly and person with disabilities.

- i. American Red Cross or COUNTY approved equivalent training for CPR and First Aid.

F. Maintenance Personnel

CONTRACTOR shall supply a sufficient number of properly qualified and "certified" personnel to maintain and service all COUNTY-owned vehicles for SERVICE.

CONTRACTOR is 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 will be in accordance with federal, State and local regulations affecting such employment.

1. Mechanic Recruitment, Selection, and Supervision

CONTRACTOR shall ensure all mechanics are qualified (certified) to work on diesel buses with at least one Class A diesel mechanic, with a minimum of four (4) years experience in diesel repair. A minimum of four (4) years experience in air brake and vehicle pneumatic systems, and a minimum of two (2) years experience in electronics and air-conditioning diagnosis, service, and repair.

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 (2) years experience in transit vehicle air-conditioning diagnosis, service, and repair.

2. Mechanic Training

CONTRACTOR shall ensure all mechanics are properly trained and certified in the operation and maintenance of the vehicles and equipment specified for SERVICE. CONTRACTOR shall provide mechanics with ongoing training in order to keep certifications current and to keep abreast of new maintenance techniques and equipment.

SECTION 13. MARKETING AND ADVERTISING

COUNTY shall provide all marketing, public relations, and advertising materials. CONTRACTOR shall install such materials on the vehicles as requested by COUNTY and shall distribute literature on SERVICE vehicles as requested by COUNTY. The posting of service related notices, etc., shall be subject to prior approval by COUNTY.

CONTRACTOR shall not place inside or outside any SERVICE vehicle any form of advertising unless directly authorized in writing by COUNTY. The terms and conditions of such advertising shall be subject to approval by COUNTY. Proceeds of any advertisement will be remitted to COUNTY.

SECTION 14. OPERATION DURING A DECLARED EMERGENCY

Upon declaration of any emergency by appropriate government representatives, COUNTY Sheriff is responsible for a number of transportation-related activities, including the development of emergency travel routes and the coordination with other agencies supplying common carrier services. In the event of a declared emergency, CONTRACTOR shall cooperate with and deploy vehicles in a manner described by COUNTY Sheriff or local police.

SECTION 15. FARES

A. Fare Media and Regulations

1. Fare media and regulations shall be as described in Appendix C.
2. Any changes to the fares will be supplied by COUNTY to CONTRACTOR at least ten (10) days before implementation of the revisions to allow for appropriate training of CONTRACTOR'S personnel. Such training will be performed by CONTRACTOR.

B. Fare Security

CONTRACTOR shall establish and maintain fare collection and security policies and procedures, subject to the approval of COUNTY. CONTRACTOR shall keep an accurate accounting of all revenue received, as CONTRACTOR shall be held responsible for any lost, stolen, or uncollected revenue. CONTRACTOR shall conduct or assist in any investigation of revenue security as determined necessary by COUNTY.

SECTION 16. OPERATING PERFORMANCE STANDARDS

A. Vehicles

CONTRACTOR shall operate SERVICE vehicles with due regard for the safety, comfort, and convenience of passengers and the general public.

B. SERVICE

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

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

C. Penalties

Notwithstanding the above caveat, COUNTY may impose the penalties on the following basis:

1. Adherence to Schedule. The following penalties shall be imposed, if within any thirty (30) day period, any of the following incidents occur on a route after the occurrence of two (2) substantiated incidents on the same route during such thirty (30) day period:
 - a. If a SERVICE trip departs in advance of schedule departure time at any designated time point, the penalty shall be Fifty and 00/100 Dollars (\$50.00) per occurrence.
 - b. If a SERVICE trip departs more than five (5) minutes, but less than fifteen (15) minutes following the time set forth for departure at any designated time point, the penalty shall be Fifty and 00/100 Dollars (\$50.00) per occurrence.
 - c. If a SERVICE trip departs more than fifteen (15) minutes following the penalty time set for departure at any designated time point, the penalty shall be One Hundred and 00/100 Dollars (\$100.00) per occurrence.
 - d. If a departure occurs later than the time for which the next departure from such stop is scheduled to occur, the penalty shall be One Hundred Fifty and 00/100 Dollars (\$150.00) per occurrence.
2. Incomplete Trip. If a SERVICE trip is not completed, the penalty shall be One Hundred and 00/100 Dollars (\$100.00) per occurrence.
3. Shut-down of Vehicles. If any SERVICE vehicle is shut- down as a result of an unsatisfactory rating by the CHP, the penalty will be Two Hundred and 00/100 Dollars (\$200.00) per day per vehicle during the shut-down.
4. Vehicle not Available. If any SERVICE trip is not made due to the unavailability of a vehicle, the penalty shall be Fifty and 00/100 Dollars (\$50.00) per occurrence. However, there shall be a limit on such penalties for unavailability of a vehicle of Two Hundred and 00/100 Dollars (\$200.00) per day.

5. Preventive Maintenance. If any inspection of preventive maintenance record reveals the omission or lack of documentation of periodic maintenance service as required by Section 9.G. above, the penalty shall be Two Hundred and 00/100 Dollars (\$200.00) per occurrence.
6. Deficient Vehicle Condition. In the event any SERVICE vehicle is rejected by COUNTY as a result of deficient mechanical condition or unacceptable vehicle appearance, Two Hundred and 00/100 Dollars (\$200.00) day/vehicle in penalties shall be assessed until the condition is corrected satisfactory to COUNTY. If the CONTRACTOR has documentation indicating that the condition of the vehicle cannot be corrected due to the availability of parts, then COUNTY, at its sole discretion, may waive the penalty.
7. Engine Smoke. If any SERVICE vehicle fails to pass a smoke test, the penalty shall be Two Hundred and 00/100 Dollars (\$200.00) per occurrence. If a vehicle received a complaint letter or compliance form from the California Air Resources Board (CARB), South Coast Air Quality Management District (SCAQMD), the CHP, or other governmental agency authorized to issue such a letter or form, the penalty shall be Two Hundred and 00/100 Dollars (\$200.00) per occurrence. If such complaint is found to be without merit, COUNTY, at its sole discretion, may waive the penalty. If a vehicle received a citation for smoke from CARB, SCAQMD, the CHP, or other governmental agency authorized to issue such citation, the CONTRACTOR shall be liable for the citation in addition to above penalties.
8. Permanent Vehicle Rejection. In the event any SERVICE vehicle is rejected permanently by COUNTY as a result of vehicle condition, CONTRACTOR shall replace said vehicle and will be assessed Two Hundred and 00/100 Dollars (\$200.00) day/vehicle in penalties until vehicle is replaced with one (1) that is satisfactory to COUNTY.
9. 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 penalty shall be Twenty-five and 00/100 Dollars (\$25.00) per occurrence.
10. Vehicle Warranty. If due to CONTRACTOR'S negligence of vehicle preventive maintenance program, as determined by COUNTY, any warranty coverage of COUNTY-owned vehicles is lessened or invalidated, the penalty shall be Two Hundred and 00/100 Dollars (\$200.00) per occurrence.

SECTION 17. SERVICE RECORDS AND REPORTS

A. General Requirements

CONTRACTOR shall maintain separate complete and accurate books, records, and reports which relate to SERVICE and as required herein.

CONTRACTOR shall retain all records relating to this CONTRACT for a minimum period of three (3) years following expiration or termination hereof unless otherwise provided for herein. All such records shall be available for inspection by designated auditors of COUNTY and State of California at reasonable times during normal working hours.

CONTRACTOR shall maintain and make available to COUNTY, and/or appropriate State agencies records pertaining to said SERVICE in accordance with the State Uniform System of Accounts.

B. Project Operation Reports

These reports provide documentation of daily operations and will serve as a data base to monitor and evaluate productivity of SERVICE, its requirements, and methods. These reports must be submitted to COUNTY according to the established reporting schedule. Operational reports shall include, but are not limited to, the categories described below. CONTRACTOR shall prepare a format for each of the reports described below and submit the format to COUNTY for approval. CONTRACTOR shall be responsible for maintaining an adequate supply of each report form, including the preparation of all necessary copies.

1. Trip Reports

CONTRACTOR shall cause each driver of each vehicle to prepare a daily report on a form approved by COUNTY indicating vehicle fleet number; mileage ("begin" and "end" odometer); time of departure, and the time of arrival at time-points; the number of passengers that boarded each vehicle and the amount of revenue collected on each vehicle; and the number of wheelchair boardings. The report shall be on a route and trip-by-trip basis for each vehicle. The report shall be compiled for the period of a month and shall include a summary thereof. The summary shall include an indication of average daily passengers. The summary shall indicate any trips that departed early or late in a format approved by COUNTY. The report shall be submitted no later than the 15th day of the following month.

2. SERVICE Reports

CONTRACTOR shall submit to COUNTY a report indicating the actual number of SERVICE hours, SERVICE miles, total vehicle hours, total vehicle miles operated, fuel used (type and amount per vehicle). Such information shall be for each route and shall be compiled on a daily basis for the period of a month and shall include a summary thereof. The report shall be submitted no later than the fifteenth 15th day of the following month and shall be made in a format approved by COUNTY.

3. Daily Pre-Trip Vehicle Inspection Reports

CONTRACTOR shall cause each driver of each vehicle to perform a daily pre-trip 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 pre-trip inspections, shall be kept by CONTRACTOR and a copy shall be submitted to COUNTY no later than the fifteenth 15th day of the following month. The Daily Pre-trip Vehicle Inspection Reports shall be retained on file by CONTRACTOR for a minimum of two (2) years.

4. Missed Trip Report

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

5. CHP Reports

CONTRACTOR shall provide COUNTY with copies of all CHP inspection reports within twenty-four (24) hours of receipt.

6. Operational Problems and Passenger Complaint Reports

The Project Manager shall document operational problems or passenger complaints and describe any action taken regarding these problems. Copies of said documentation shall be submitted to COUNTY by the working day following identification of the operational problem or receipt of such passenger complaint. CONTRACTOR shall submit to 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 COUNTY immediately. CONTRACTOR shall submit to COUNTY a written report describing the problems or complaints and action taken by the working day following identification of such problems or complaints.

7. Accident/Incident Data Reports

CONTRACTOR shall submit a monthly summary report of all accidents (collision and noncollision) involving SERVICE vehicles. The monthly summary should include the date, vehicle number, location, operator, and accident description including any damage and/or injuries. The monthly summary should also include cumulative accident data which indicates the number of accidents per 100,000 vehicle miles. CONTRACTOR shall notify COUNTY within twenty-four (24) hours of any of the following accidents/incidents:

- a. Collisions between a vehicle and another vehicle, person or object.
- b. Passenger accidents, including falls while passengers are entering, occupying, or exiting the vehicle.
- c. Disturbances, fainting, sickness, deaths, or assaults.
- d. Accidents your driver witnesses.
- e. Vandalism to the vehicle while in service.
- f. Passenger complaints of injury or property damage or other circumstances likely to result in the filing of claims against CONTRACTOR or COUNTY.
- g. Any passenger, driver, supervisor, and SERVICE complaint that arises from an accident. If the accident/incident involves injuries or extensive property damage, COUNTY shall be notified immediately (regardless of hour or day).

8. National Transit Database (NTD) Reports

CONTRACTOR shall be responsible for collection of NTD data (formerly Section 15) and other pertinent ridership information. CONTRACTOR shall prepare and submit quarterly and annual NTD reports to COUNTY according to the following:

- a. Quarterly NTD Reports: CONTRACTOR shall be responsible for submission to COUNTY quarterly NTD reports. This information will be provided by the 15th day following the end of a quarter.
- b. Annual NTD Reports: CONTRACTOR shall submit to COUNTY an annual report in accordance with Federal Transit Administration National Transit Database Guidelines, as amended, no later than thirty (30) days after the end of each fiscal year. For further information on how to obtain NTD reporting forms and reference documents, CONTRACTOR may call Ms. Yvette Pierre, Los Angeles County Metropolitan Transportation Authority, at (213) 922-7693. CONTRACTOR should certify that the data is accurate and should develop an auditing procedure, acceptable to COUNTY, for the annual report.

9. Financial Records

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

C. Maintenance Records and Reports

CONTRACTOR shall provide COUNTY the following reports within fifteen (15) days after the end of the month.

1. PMI Reports

Reports shall include the vehicle fleet number, the 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 the vehicle manufacturer's and/or COUNTY recommendations. Daily "Vehicle Condition" reports shall be submitted to COUNTY upon request. The PMI Reports shall be retained on file by CONTRACTOR for a minimum of two (2) years after contract expiration/termination.

2. Oil Analysis Reports

Reports shall be original or copy of laboratory analysis conducted on engine oil, transmission fluid, and other vehicle related fluids as established by COUNTY. Samples shall be taken just prior (within five hundred [(500)] miles) to scheduled PMI with the results (report) available at the time of scheduled PMI. CONTRACTOR shall notify COUNTY of any problems identified in the report.

3. Roadcall Performance Report

A roadcall is defined as any time a repair is required in the field on a vehicle or a vehicle exchange, whether or not it resulted in a loss of time. A report of roadcalls shall include the fleet number, VIN, mileage, time, location of incident, route, direction of travel, why and what was done to fix the problem.

4. Vehicle Downtime Report

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

5. Mechanical Defect Reports

CONTRACTOR shall submit a monthly summary of all vehicle mechanical problems including vehicle number, odometer reading, dates/times out of service, summary of problem, and corrective action taken.

6. Report On Consumables

Consumables include fuel, engine oil, and transmission fluid reported as gallons for fuel and quarts for other fluids. Report shall be by individual SERVICE vehicle.

7. Report On Warranty Claims By CONTRACTOR

Report shall include which vehicle(s), date, cause, work done, cost of repair, and date of payment.

8. Narrative Report

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

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 State, federal, and CHP requirements, as well as any needs of COUNTY to enable it to accurately evaluate CONTRACTOR'S maintenance performance and the operating expense associated with SERVICE vehicles and equipment.

SECTION 18. INDEMNIFICATION AND INSURANCE

- A. PROVIDER agrees to indemnify, defend, and hold harmless COUNTY and its Special Districts, elected and appointed officers, employees, and agents (COUNTY) from and against any and all liability, expense, including defense costs and legal fees, arising from or connected with claims and lawsuits for damages or workers' compensation benefits relating to PROVIDER'S operations or its services, which result from bodily injury, death, personal injury, or property damage (including damage to PROVIDER'S property). PROVIDER shall not be obligated to indemnify COUNTY for liability and expense arising from the active negligence of COUNTY.
- B. Without limiting PROVIDER'S indemnification of COUNTY and during the term of this AGREEMENT, PROVIDER shall provide and maintain at its own expense or ensure that its CONTRACTOR(S) provide and maintain the following program(s) of insurance covering its operations hereunder. Such programs and evidence of insurance shall be satisfactory to COUNTY and primary to and not contributing with any other insurance maintained by COUNTY. Certificate(s) or other evidence of coverage shall be delivered to DIRECTOR prior to commencing SERVICE under this AGREEMENT, shall specifically identify this AGREEMENT, and shall contain the express condition that COUNTY is to be given written notice by registered mail at least forty-five (45) days in advance of any modification or termination of insurance. Evidence of insurance program shall be as required in Appendix C.
1. Liability Such insurance shall be endorsed naming COUNTY as an additional insured as follows:
- "The County of Los Angeles, its political subdivisions, agencies, entities, or organizations for which the Los Angeles County Board of Supervisors is the Governing Body, their agents, officers, and employees" as additional insured.
- This statement must appear exactly as written on all Certificates of Insurance for liability coverage.
- Such insurance shall include:
- a) General liability insurance written on a commercial general liability form or on a comprehensive general liability form covering the hazards of premises/operations, contractual, independent contractors, advertising, products/completed operations, broad form property damage, and contractual, independent contractor, and personal injury with a combined single-limit of not less than One Million Dollars (\$1,000,000.00) per occurrence.

- i. If written with an annual aggregate limit, the policy limit should be three (3) times the above required occurrence limit.
- ii. If written on a claim form, PROVIDER shall be required to provide an extended two-year reporting period commencing upon termination or cancellation of this AGREEMENT.

A certificate evidencing such insurance coverage shall be filed with DIRECTOR prior to PROVIDER providing SERVICE hereunder.

- b) Automobile liability insurance endorsed for all owned, hired, and non-owned vehicles in an amount as recommended by the Public Utilities Commission, but not less than the following:
 - Seating capacity of sixteen (16) passengers or more (including driver) Five Million Dollars (\$5,000,000.00).
 - Seating capacity of fifteen (15) passengers or less (including driver) One Million Five Hundred Thousand Dollars (\$1,500,000.00).
 - Taxicabs as defined by Vehicle Code Section 27908 a minimum of One Hundred Thousand Dollars (\$100,000.00) per person, Three Hundred Thousand Dollars (\$300,000.00) per occurrence, and Fifty Thousand Dollars (\$50,000.00) property damage or a combined single-limit of Three Hundred Thousand Dollars (\$300,000.00).

A certificate evidencing such insurance coverage shall be filed with DIRECTOR prior to PROVIDER providing SERVICE hereunder.

2. Workers' Compensation A program of workers' compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with a One Million Dollar (\$1,000,000.00) limit, covering all persons PROVIDER is legally required to cover.

A certificate evidencing such insurance coverage shall be filed with DIRECTOR prior to PROVIDER providing SERVICE hereunder.

3. CONTRACTOR(S) Insurance requirements stated above apply to all PROVIDER subcontractor(s) as well as PROVIDER.

4. Failure to Procure Insurance Failure on the part of PROVIDER to procure or maintain required insurance shall constitute a material breach of contract upon which COUNTY may immediately terminate this AGREEMENT.

SECTION 19. FORCE MAJEURE

CONTRACTOR shall not be charged, nor shall COUNTY demand from CONTRACTOR damages because of failure in providing SERVICE due to unforeseeable cause beyond the control and without the fault or negligence of CONTRACTOR. Such causes of excusable delay may include acts of federal and/or State governments, acts of COUNTY, or anyone employed by it, fires, floods, storms, strikes, and public road closures, but in every case the delay is excusable only for so long as, and to the extent that, the excusable delay continues.

In the event that CONTRACTOR is unable to provide SERVICE indicated due to any cause, it shall make a reasonable attempt to so notify the public patronizing SERVICE.

Whenever CONTRACTOR has notice or knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of SERVICE, CONTRACTOR shall immediately give notice to DIRECTOR and confirm by written notice thereof, including all written information with respect thereto. CONTRACTOR shall consult with COUNTY to determine the best method or course of action to alleviate or avoid any such delay and shall take such action thereafter in this matter as directed by COUNTY.

SECTION 20. RENEGOTIATION AND TERMINATION BY COUNTY

- A. COUNTY reserves the right to renegotiate the terms of this CONTRACT to reduce the CONTRACTOR'S compensation in the event such reduction is necessary, in the sole discretion of the COUNTY, to achieve COUNTY budget reductions. Nothing in this paragraph is intended to diminish the COUNTY'S right to terminate this CONTRACT as provided herein.

- B. Thirty (30) Day Notice

COUNTY reserves the right to terminate all or any portion of this CONTRACT for any reason upon giving thirty 30 days written notice to CONTRACTOR, unless a shorter time period is mutually agreeable to both parties.

- C. Causes

COUNTY shall further have the right to terminate this CONTRACT in its entirety and all rights ensuring therefrom, immediately, upon the occurrence of one or more of the following:

1. The occurrence of any acts which operates to deprive CONTRACTOR of the rights, powers, licenses, permits, and authorities necessary for the proper conduct and operation of SERVICE for a period of thirty (30) days, or the filing by or against CONTRACTOR of any petition in bankruptcy, or any reorganization of CONTRACTOR pursuant to Chapters 10 or 11 of the Bankruptcy Act; provided, however, that any attempt upon the part of CONTRACTOR to make an assignment for the benefit of creditors shall constitute a breach of this CONTRACT and, thereupon, this CONTRACT shall become null and void and no right granted or conferred by this CONTRACT shall pass under said attempted assignment.
2. The abandonment or discontinuance by CONTRACTOR of SERVICE by any act or acts of CONTRACTOR without the prior written consent of COUNTY.
3. Any persistent violation on the part of CONTRACTOR'S agents, servants or employees of the traffic rules and regulations of the State of California or disregard of the safety of persons using the vehicles, upon failure or refusal on the part of CONTRACTOR to correct the same forthwith after notice from COUNTY to do so.
4. The failure by CONTRACTOR to keep, perform, and observe any of the covenants, conditions, and terms of this CONTRACT.
5. Failure on the part of the CONTRACTOR to maintain the quality of SERVICE required by the terms of this CONTRACT, including, but not limited to, any cessation or diminution for any reasons whatsoever to maintain in its employ the personnel necessary to keep said SERVICE in operation and available for transporting passengers.
6. Failure to maintain the whole, or any portion, of COUNTY'S vehicles, vehicle equipment, other equipment, or facilities in a manner satisfactory to DIRECTOR.

D. Payment after Termination Notice

In the event COUNTY terminates this CONTRACT as herein above provided, CONTRACTOR will be paid for SERVICE performed to the time of cancellation of CONTRACT unless cancellation is due to any of the reasons specified in Section 21C, in which case such payment will be reduced by any damages caused to COUNTY by acts of CONTRACTOR causing the cancellation. CONTRACTOR, in having accepted the terms of CONTRACT, shall be deemed to have waived any and all claims for damages because of cancellation of CONTRACT for any such reason.

SECTION 21. DEFAULT BY CONTRACTOR

If CONTRACTOR fails to commence SERVICE within the time specified, in the manner specified, does or causes to occur any of the acts indicated in Section 21C, or if CONTRACTOR is not carrying out the intent of CONTRACT, COUNTY may serve written notice upon CONTRACTOR and CONTRACTOR'S security for performance declaring CONTRACT in default and demanding satisfactory compliance with CONTRACT.

If CONTRACTOR does not comply with such notice within five (5) days after receiving it, or after starting to comply, fails to continue, COUNTY may complete and continue SERVICE by contracting for the unfinished SERVICE with another contractor, or providing for and continuing the SERVICE with its own personnel and/or equipment, or a combination thereof. In that event, the cost of completing SERVICE shall be charged against CONTRACTOR'S Security for Performance and may be deducted from any money due or becoming due from COUNTY. If the sum due CONTRACTOR under CONTRACT are insufficient for payment of costs of completion, CONTRACTOR shall pay to COUNTY all cost in excess of CONTRACT price, but not to exceed the maximum amount of the Security for Performance.

The provision of this Section shall be in addition to all other rights and remedies available to COUNTY under law.

SECTION 22. EMERGENCY IN-LIEU PERFORMANCE BY COUNTY

In the event that CONTRACTOR fails, neglects, or is unable to timely perform any of SERVICE as specified herein, COUNTY reserves the right, without terminating CONTRACT and without declaring CONTRACT in default as specified in Section 21, to provide such SERVICE, until such time as CONTRACTOR demonstrates its ability to continue performance. CONTRACTOR agrees to pay COUNTY for the reasonable costs thereof.

SECTION 23. FUNDING

COUNTY'S obligations under this CONTRACT are contingent upon COUNTY'S ability to obtain the funds from the Los Angeles County Metropolitan Transportation Authority (MTA) necessary to finance the operating costs of this CONTRACT and the availability of funds in this and subsequent fiscal year budgets to finance capital costs.

COUNTY may utilize local sales tax funds obtained pursuant to Ordinance No. 16 of MTA, or other sources of funds approved by MTA for the funding of SERVICE described herein. CONTRACTOR agrees to be bound by applicable provisions of the Ordinance and regulations of MTA pertaining to the approved funding source.

COUNTY may also apply for and utilize Federal Transit Administration (FTA) funds for the funding of SERVICE described herein. CONTRACTOR agrees to be bound by all applicable FTA regulations and requirements in regard to FTA funds.

SECTION 24. LABOR EMPLOYMENT AND NONDISCRIMINATION REQUIREMENTS

CONTRACTOR shall adhere to the following guidelines and requirements. Additional requirements may be imposed by federal, State, regional and COUNTY agencies, and/or funding partners.

A. Labor and Employment

1. Nondiscrimination in Employment

The CONTRACTOR shall ensure that qualified applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, ancestry, national origin, age, condition of physical or mental disability, marital status, or political affiliation. 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 of training, including apprenticeship.

The CONTRACTOR shall deal with its subcontractors, bidders, or vendors without regard to, or because of, race, color, religion, ancestry, national origin, sex, age, condition of physical or mental disability, marital status, or political affiliation.

The CONTRACTOR shall allow the COUNTY representative access to its employment records during regular business hours to verify compliance with the provisions of this Section when so requested by the COUNTY.

If the COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the COUNTY may determine to cancel, terminate, or suspend this CONTRACT. While the 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 the CONTRACTOR has violated State or federal antidiscrimination laws or regulations shall constitute a finding by the COUNTY that the CONTRACTOR has violated the antidiscrimination provisions of this CONTRACT.

The parties agree that in the event the CONTRACTOR violates the antidiscrimination provisions of this CONTRACT, the COUNTY shall, at its option, be entitled to a sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this CONTRACT.

2. Assurance of Compliance with Civil Rights Laws

The CONTRACTOR hereby assures that it will comply with Subchapter VI or the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e(17), to the end that no person shall, on the grounds of race, creed, color, sex, 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.

3. Citizenship Laws

CONTRACTOR warrants that it fully complies with all laws regarding employment of aliens and others, and that all its employees performing SERVICE hereunder meet the citizenship or alien status requirements contained in federal and State statutes and regulations, including, but not limited to, the Immigration Reform and Control Act of 1986. CONTRACTOR shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain such documentation for all covered employees for the period prescribed by law. CONTRACTOR shall indemnify, defend, and hold harmless, COUNTY, its 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 statutes or regulations pertaining to the eligibility for employment of persons performing services under this CONTRACT.

B. NonDiscrimination

No person shall on the basis of ethnic group identification, religion, age, sex, color, physical or mental disability, be unlawfully subjected to discrimination under SERVICE.

C. Solicitations for Subcontracts, Including Procurement of Material and Equipment

In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR'S obligations under this CONTRACT.

D. Sanctions for Noncompliance

In the event of CONTRACTOR'S noncompliance with the provisions of Section 26 of this CONTRACT, COUNTY shall impose such sanctions as it may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to CONTRACTOR under CONTRACT until CONTRACTOR complies; and/or
- b. Cancellation, termination, or suspension of CONTRACT, in whole or in part.

E. Incorporation of Provisions

CONTRACTOR shall include all the provisions of Section 26 in every subcontract, including procurement of materials and leases of equipment. CONTRACTOR shall take such action with respect to any subcontract or procurement as COUNTY may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided; however; that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request COUNTY to enter into such litigation to protect the interests of COUNTY.

SECTION 25. CONFLICT OF INTEREST

No employee, office, or agent of COUNTY shall participate in selection or in the award of administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- A. The employee, or officer, or agent;
- B. Any member of his immediate family;
- C. His or her partner; or
- D. An organization which employs, or is about to employ, anyone who has a financial or other interest in the firm selected for award.

COUNTY'S officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from CONTRACTOR, potential contractors, or parties of subcontracts.

SECTION 26. DEBARRED BIDDERS

CONTRACTOR is obligated to inform COUNTY whether it (including any of its officers and/or other person(s) or entities which have a controlling interest in CONTRACTOR) is or has been on any debarred bidders list maintained by the United States Government. Failure to inform COUNTY may cause the termination of this CONTRACT in its entirety.

SECTION 27. MODIFICATION

CONTRACT fully expresses all understandings of the parties concerning all matters covered and shall constitute the total CONTRACT. Except as may otherwise be provided herein, no addition to, or alteration of, the terms of this CONTRACT, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this CONTRACT, which is formally approved and executed by the parties.

SECTION 28. PRECEDENCE OF DOCUMENTS

To the extent that there exists a conflict between the documents incorporated herein by reference, including CONTRACTOR'S response to the Request For Proposal (RFP), as amended; the RFP, as amended; and the body of CONTRACT, the conflict shall be resolved by giving precedence in the following order:

- A. This CONTRACT.
- B. CONTRACTOR'S response to RFP, as amended.
- C. RFP, as amended.

SECTION 29. CONTROLLED SUBSTANCE AND ALCOHOL TESTING

CONTRACTOR shall implement, as a minimum, the Controlled Substance and Alcohol Testing Program as specified in Appendix E or as may be required by rules and regulations issued by the United States Department of Transportation and described in Title 49, Code of Federal Regulations (CFR), Part 653, "Control of Drug Use in Mass Transportation Operations," dated November 21, 1988 or as subsequently amended. CONTRACTOR'S policies may supersede policies specified in Appendix E only when they can be shown to DIRECTOR'S satisfaction to be more stringent than those policies shown in Appendix E. COUNTY shall not indemnify CONTRACTOR for disciplinary actions imposed which exceed those specified in Appendix E.

CONTRACTOR shall report results of the random testing and other associated tests to COUNTY on a quarterly basis on the form shown in Appendix F. Such reports shall be submitted to COUNTY within fifteen (15) days after the end of the quarter.

SECTION 30. NONWAIVER OF CONDITIONS

The failure of COUNTY to insist upon strict performance by CONTRACTOR of any provision hereunder in any one or more instances shall not constitute a waiver of such provision by COUNTY, nor shall, as a result, the COUNTY relinquish any rights which it may have under this CONTRACT.

SECTION 31. INTERPRETATION

This CONTRACT shall be construed in accordance with and governed by the laws of the State of California.

SECTION 32. TAXES AND OTHER CHARGES

CONTRACTOR shall pay all taxes of whatever character that may be levied or charged upon its equipment, facilities, improvements, fixtures, or upon its operation hereunder. CONTRACTOR shall also pay all license or permit fee necessary or required by law for the conduct of its operations hereunder.

SECTION 33. NOTICES

- A. Notices, except for invoices, to COUNTY shall be addressed as follows:
Director of Public Works
County of Los Angeles
P.O. Box 1460
Alhambra, CA 91802-1460
Attention Transit Operations Section
- B. Notice to CONTRACTOR shall be addressed as follows:
Teryl Watkins, President
Watts Labor Community Action Committee
10950 South Central Avenue
Los Angeles, CA 90059

SECTION 34. INDEPENDENT CONTRACTOR

CONTRACTOR and its officers, employees, agents, and subcontractors, in the performance of this CONTRACT, shall act in an independent capacity and shall not be deemed for any purposes, employees of COUNTY, nor shall they be entitled to any rights, benefits, or privileges of COUNTY employees.

SECTION 35. ASSIGNMENT OR TRANSFER

CONTRACTOR shall not assign, transfer, convey, sublet, or otherwise dispose of this CONTRACT or its rights, title, or any interest therein, in whole or in part, or its power to execute such an CONTRACT to any person, company, or corporation without the prior written consent of COUNTY.

SECTION 36. NONCONFLICT WITH LOCAL, STATE, AND FEDERAL LAWS

Nothing herein shall be in conflict with or modify CONTRACTOR'S obligation to comply with the requirements of local, State, and federal laws such as FTA, ADA, Department of Transportation, or other applicable laws.

SECTION 37. COUNTY LOBBYISTS

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 the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of CONTRACTOR or any COUNTY Lobbyist or COUNTY lobbying firm retained by CONTRACTOR to fully comply with the County Lobbyists Ordinance shall constitute a material breach of this CONTRACT upon which COUNTY may immediately terminate or suspend this CONTRACT.

SECTION 38. GAIN PROGRAM

Should CONTRACTOR require additional or replacement personnel after the effective date of this AGREEMENT, CONTRACTOR shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenue for Independence (GAIN) Program who meet CONTRACTOR'S minimum qualifications for the open position.

The County will refer GAIN participants by job category to the CONTRACTOR.

SECTION 39. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS

Should the CONTRACTOR require additional or replacement personnel after the effective date of this CONTRACT to perform the services set forth herein, the 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.

SECTION 40. TERMINATION FOR IMPROPER CONSIDERATION

COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of the 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 agency with the intent of securing this CONTRACT or securing favorable treatment with respect to the award, amendment, or extension of this CONTRACT or the making of any determinations with respect to the 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 the CONTRACTOR.

CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the County Auditor-Controller's Employee fraud Hotline at (213) 974-0914 or (800) 554-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

SECTION 41. CURRENT SERVICE EMPLOYEES

In the event open positions remain after the CONTRACTOR has complied with the "Consideration of Hiring GAIN Employees" and the "Consideration of Hiring COUNTY Employees Targeted for Layoffs" provisions of this AGREEMENT, the successful proposer will be required to interview all current service employees targeted for layoff as a result of this CONTRACT being awarded to other than the existing service required by this CONTRACT.

SECTION 42. CHILD SUPPORT LAWS

A. COUNTY'S Policy on Child Support Laws

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 the COUNTY'S L.A.'s Most Wanted: Delinquent Parents List in a prominent position at CONTRACTOR'S place of business. COUNTY will supply CONTRACTOR with the poster to be used.

B. Child Support Compliance Program

As required by the COUNTY'S Child Support Compliance Program (County Code, Chapter 2.200), CONTRACTOR shall maintain compliance with Employment and Wage Reporting requirements as required by the Federal Social Security Act (42 USC, Section 653) and California Unemployment Insurance Code, Section 1088.5, and shall implement lawfully served Wage and Earnings Withholding Orders or District Attorney Notice of Wage Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedures, Section 706.031, and Family Code, Section 5246(b).

C. Termination for Noncompliance with Child Support Requirements

CONTRACTOR shall maintain compliance with requirements of COUNTY'S Child Support Compliance Program as certified in the CONTRACTOR'S Child Support Compliance Program Certification and as set forth in this CONTRACT. Failure of the CONTRACTOR to maintain compliance with these requirements will constitute a default under this CONTRACT.

Failure to cure such a default within ninety (90) days of notice by the COUNTY shall be grounds upon which the COUNTY may give notice of termination and terminate this CONTRACT.

SECTION 43. DEFINITIONS

The following terms as may be used in this CONTRACT are defined as follows:

ADA	Americans with Disabilities Act of 1990
Approval by, or	These terms indicate that the approval of specific permission of COUNTY or DIRECTOR must be sought by CONTRACTOR prior to taking the action conditioned by such approval.
Board of Supervisors	The Board of Supervisors of the County of Los Angeles
CFR	Code of Federal Regulations
CONTRACTOR	A person, firm, or corporation with whom COUNTY is contracting for SERVICE.
Days, days,...day words	All time periods referred to in period, month, and this CONTRACT shall be calculated of similar import as calendar days.
DOT	Department of Transportation
DIRECTOR	The Director of PUBLIC WORKS or his designee.
FTA	Federal Transit Administration
MTA	Los Angeles County Metropolitan Transportation Authority or its successors.
Routes	Includes changes, additions, or deletions to existing routes and new routes.
Project Manager	Individual designated by CONTRACTOR to act as liaison with COUNTY.
Provide, furnish and words	Unless context otherwise provides, of similar import these terms shall be preceded by the meaning "CONTRACTOR shall ..."
RFP	Request for Proposal issued by COUNTY as amended.

RFP Response

CONTRACTOR'S response to COUNTY'S Request for Proposal. This is the CONTRACTOR'S bid.

SERVICE, frequency of

Includes times and days of operation of SERVICE.

Vehicle SERVICE Hours

Scheduled hours of operation of SERVICE.

Vehicle SERVICE Miles

Scheduled miles of operation of SERVICE.

IN WITNESS WHEREOF, the parties hereto have caused this CONTRACT to be executed, and attested by their respective officers, duly authorized by Watts Labor Community Action Committee on 12/24/98, and by the COUNTY OF LOS ANGELES on 25th of January of 1999.

COUNTY OF LOS ANGELES

ATTEST:

JOANNE STURGES
Executive Officer of
the Board of Supervisors of
the County of Los Angeles

By Don Kesh
Chairman, Board of Supervisors



By Sylvia J. Villalobos
DEPUTY

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By [Signature]
DEPUTY

ATTEST:

WATTS LABOR COMMUNITY ACTION COMMITTEE

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

39

SEP 08 1998

By [Signature]
EXECUTIVE OFFICER

By Messale Nezar
SECRETARY

Joanne Sturges
JOANNE STURGES
EXECUTIVE OFFICER



WATTS LABOR COMMUNITY ACTION COMMITTEE

TED WATKINS
Founder, President &
Administrator
1965-1993

TERYL WATKINS
President

LEONARD L. ROBINETTE
Vice President

ALICE V. SMITH
Recording Secretary

PAULETTE NICKERSON
Financial Secretary

Trustees:

REV. PENDELL ALEXANDER
REGGIE ANDREWS
MINDELL CARD
ELIZABETH "PAT" EASTMAN
ELLEN HATTER
DENNISTINE LYLE
RICHARD P. McNISH
LULA MESHACK
BONNIE MIMS-GREENE
BERNICE MORRIS
FANNIE MYERS
PAUL SCHRADER
PATRICIA TAYLOR
ALBERTA WALKER
HILDA G. WOOTEN

Trustee Emerita:
BERNICE WATKINS

July 30, 1998

ORIGINAL

Los Angeles County Department of Public Works
Cashier's Office
900 South Fremont Avenue
Alhambra, CA 91803-1331

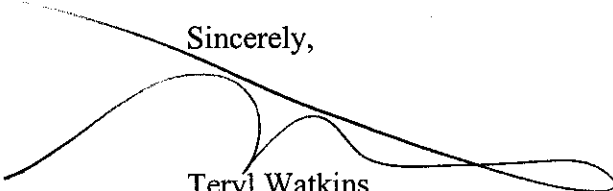
Subject: Proposal to Operate the Hahn's Trolley and Shuttle Service

This letter transmits the Watts Labor Community Action Committee's (WLCAC's) proposal to operate the Hahn's Trolley and Shuttle Service. As you are aware, WLCAC has been providing transportation services since 1965/66 to hundreds of thousands of residents in South Central Los Angeles, including the unincorporated communities of the County of Los Angeles.

WLCAC has operated the Hahn's Trolley and Shuttle Service since its inception in 1989. WLCAC recognizes the needs of this community and has worked to provide quality and cost efficient transportation services.

Enclosed, please find one (1) original signed copy and six (6) duplicate copies of the complete proposal. Should you have any questions regarding this proposal, please don't hesitate to contact Dr. Messele Negash, Director Technical Services, at (213) 357-3533.

Sincerely,


Teryl Watkins
President

Enclosures

AN EQUAL OPPORTUNITY EMPLOYER

III. PROPOSAL FORMAT AND REQUIREMENTS

A. INTRODUCTION

The Watts Labor Community Action Committee (WLCAC) proposes to operate the Hahn's Trolley and Shuttle Service. WLCAC has been operating this Service since its inception in 1989. As the current operator of the Service, WLCAC will be able to make all the personnel and needed equipment available to commence operation on October 1, 1998.

Per RFP requirements, should WLCAC "require additional or replacement personnel after the effective date of this Agreement", WLCAC will "give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meet" WLCAC's "minimum qualifications for the open position". Please note that WLCAC has been training and placing on jobs GAIN participants that were refereed to it.

WLCAC's Address: 10950 South Central Avenue, Los Angeles, CA 90059

Telephone Number: (213) 563-5639

Facsimile Number: (213) 563-7307

Name of Person Authorized to Represent WLCAC: Teryl Watkins, President

HAHN'S TROLLEY AND SHUTTLE SERVICE
PROPOSAL FOR FIXED-ROUTE TRANSPORTATION SERVICE

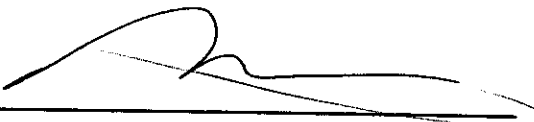
STATEMENT OF AN INDIVIDUAL AUTHORIZED TO BIND THE OFFER

The undersigned, being cognizant of the pages, documents, representations, and attachments contained herein, certifies that the firm of Watts Labor Community Action Committee (WLCAC) agrees to provide the County of Los Angeles, Department of Public Works with the services described in the Request for Proposals.

The stated offer and costs shall be firm for a period of 120-days from the date shown below.

The Contractor hereby affirms that this proposal is genuine, not sham or collusive, nor made in the interest of any person not therein named; that the Contractor has not directly or indirectly induced or solicited any other Contractor or potential Contractor to submit a sham proposal or to refrain from proposing; and that the Contractor has not in any manner sought by collusion to secure for himself/herself or such firm an advantage over any other Contractor.

Authorized Official:

<u>Teryl Watkins</u>	<u>President</u>
Name	Title
<u>10950 S. Central Avenue</u>	<u>Los Angeles, CA 90059</u>
Street Address	City, State, and Zip Code
Sign Here:	
	<u>7/28/98</u>
	Date

00002

CONTRACTOR'S EEO CERTIFICATION

Watts Labor Community Action Committee (WLCAC)

CONTRACTOR'S NAME

10950 S. Central Avenue Los Angeles, CA 90059

ADDRESSINTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER

GENERAL

Contractor, supplier, or vendor certifies and agrees that all persons employed by such firms, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of gender, age, race, creed, color, or national origin and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S CERTIFICATION

1. The Contractor has a written policy statement prohibiting any discrimination in all phases of employment.
Yes X No
2. The Contractor periodically conducts a self-analysis of utilization analysis of its work force.
Yes X No
3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups.
Yes X No
4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action to include established of goals and timetables.
Yes X No

Teryl Watkins, President

Name of Title of Signer

Signature

7/28/98

Date

00003

B. FINANCIAL VIABILITY

1. **Submit the latest annual financial report and current financial report (balance sheet and profit/loss statements). These documents must depict the financial status of that entity, subsidiary, division, or subdivision thereof that will actually perform service. Consolidated balance sheets and profit/loss statements depicting the financial status of a whole corporation, joint venture, or “parent organization” shall not be considered an acceptable response.**

Please refer to the attached latest annual financial report and current financial report.

2. Is there any past, current, or pending financial or legal issues which might jeopardize your firm's ability to provide services in accordance with the Draft Contract at the prices quoted by your firm, for the term of the Draft Contract?

YES _____ (explain) NO x

3. Give name, address, and telephone number of Contractor's insurance broker or underwriter. How long have you held insurance with this firm? Disclose insurance underwriters, their A.M. Best Company rating, and policy deductible levels for each type of insurance held by your firm.

WLCAC's insurance broker: RFP Insurance Agency
Stephanie Patterson, Broker
5601 W. Slauson Ave., #250
Culver City, CA 90230
Tel No.: (310) 642-1933

Number Of Years With This firm: 10 years.

Underwriters: Safeco Insurance Co. of America - Best rate A++ IV
General Liability - Deductible: None
Property Deductible: \$1,000

National Union Fire of Pennsylvania - Best Rated A++ XV
Crime Insurance - Deductible \$50,000

In addition, WLCAC's insurance carrier for its vehicles is Evanston Insurance Company, C/O RFP Insurance Agency.

4. Least at least three Credit References from major supplier/vendors who can attest to your firm's payables. Please provide names, addresses, telephone numbers, and account numbers.

A-Z Bus Sales, Colton, CA 92324
Telephone number: (909) 781-7188
Account number: WA720

Creative Bus Sales, 10870 Kaama River Road, Fountain Valley, CA 92708
Telephone Number: 714-968-1244
Account Number: 213-563-4736

Bus Services Corporation, 9252 Washburn Rd., Downey, CA 90242
Telephone Number: (562) 622-9055
Account Number: HT01

C. MANAGEMENT ABILITY**1. How many years of experience does the Contractor have providing or managing transit services?**

The Watts Labor Community Action Committee (WLCAC) began providing transportation services in 1965/66. Prior to 1973, WLCAC provided only charter transportation services to the elderly and the disabled. Then in September 1974, WLCAC started to operate its dial-a-ride services. Since that time, WLCAC has been contracted with the City of Los Angeles to operate the organization's Greater Watts Community Transit Program (currently known as Area 3B Southeastern Paratransit Program or Cityride). WLCAC was the first organization to provide community transit services in the Greater Watts area and the immediate surrounding communities.

WLCAC is currently operating the Hahn's Trolley and Shuttle Service, under contract with the Los Angeles County Department of Public Works. WLCAC began operating this service in 1989. This program services approximately 1090 persons per day and operates 7 County-owned vehicles (5 in service and 2 spare); and 2 WLCAC-owned vehicles that are currently being used to provide services as needed.

2. Describe similar services and list all clients for whom the Contractor has performed services similar to those described in this RFP within the last three years. (The Proposer may list his or her response to the most 10 services. Information on other services may be requested by Public Works at a later date). This list shall include each client, service name, contact person(s), their title(s), address, and telephone numbers.

WLCAC is currently contracted by the Department of Transportation of the City of Los Angeles to operate the DASH Watts fixed route transit program at a contract amount of \$1,024,623 annually. WLCAC has been operating this program since its inception in 1990. The DASH Watts Program operates 8 vehicles (6 in service and 2 spare). The days and hours of this program are from Monday through Friday between 7:00 a.m. and 6:00 p.m., and on Saturdays between 9:00 a.m. and 6:00 p.m. In excess of 1,854 persons per day are provided with transportation services through this program.

In addition to the DASH Watts and the Hahn's Trolley and Shuttle Service, WLCAC provides a number of paratransit programs, including Area 3B Cityride Program, Willowbrook/Athens Paratransit Service, Proposition A Local Transit Assistance Program and Theresa Lindsay Multipurpose Center.

Area 3B Southeastern Paratransit Program or Cityride - Almost 20 years ago, WLCAC was contracted to operate the Greater Watts Transit Program (which is currently known as Area 3B Southeastern Paratransit Program or Cityride). WLCAC was the first organization to provide community transit services in the Greater Watts area.

Currently, WLCAC has been contracted by the Department of Transportation of the City of Los Angeles to operate the Area 3B Cityride program as follows:

- Operate 7 vehicles in service and 2 spare.
- Provide 17,850 revenue hours at a contract amount of \$800,558 annually.
- Provide curb-to-curb services for the elderly (ages 65 of age and older) and the disabled from 6:30 a.m. to 5:30 p.m., Monday through Friday.

Please note that WLCAC is currently in the process of executing a contract with the Department of Transportation, City of Los Angeles, to expand its service area to include Areas 3A, 3B and 3C.

Willowbrook/Athens Paratransit Service: WLCAC is funded by the Department of Public Works, County of Los Angeles, to operate this program as follows:

- Operate 3 vehicles in service and one spare.
- Provide 5,491 revenue hours at a contract amount of \$126,300 annually in the un-incorporated communities of Willowbrook and Athens of the County of Los Angeles.
- Provide curb-to-curb services for the elderly, ages 60 years of age and older, from 8:00 a.m. to 4:30 p.m., Monday through Friday.

Transportation services provided to the elderly include, but not limited to the following: emergency medical trips, shopping centers, escort, trips to various nutritional, recreational and social service facilities.

Proposition A Local Transit Assistance Program: WLCAC is funded by the Department of Aging, City of Los Angeles, to operate this program as follows:

- Operate 4 vehicles through its two multipurpose senior citizens centers: Theresa Lindsay Multipurpose Center and Bradley Multipurpose Center.
- Provide 16,200 trips at a contract amount of \$277,198 annually.

- Provide door-to-door services for the elderly, 65 years old and older and the disabled from 8:00 a.m. to 4:30 p.m., Monday through Friday. Transportation services provided to the elderly include, but not limited to the following: emergency medical trips, shopping centers, escort, trips to various nutritional, recreational and social service facilities.

Southside Smart Shuttle - is a \$3,900,000 two-year demonstration entrepreneurial, demand responsive local transportation system which utilizes advanced technologies to increase flexibility and efficiency. The Southside Smart Shuttle operates 19 vehicles in a variety of different modes from fixed route to full demand responsive. The days and hours of operation for the Southside Smart Shuttle various fixed/deviation routes are Monday through Friday between 6 a.m. and 6 p.m.; and days and hours of operation of the Employer Van Shuttles/Neighborhood Circulators component of the Smart Shuttle are Monday through Friday between 6:00 a.m. and 10:00 p.m., and from 8:00 a.m. to 6:00 p.m. on weekends.

Within the past three years, WLCAC has had contracts with the following agencies:

City of Los Angeles, Department of Transportation

221 N. Figueroa Street, Suite 500

Los Angeles, California 90012

Contact Persons: Ms. Martha Melendez D'Andrea,

Supervising Transportation Planner Tel.: (213) 580-5419

Mr. Tom Chang, Supervising Transportation Planner I

Tel: (213) 580-5431

Mr. Phil Aker, Supervising Transportation Planner

Tel. (213) 580-5429

City of Los Angeles, Department of Aging

2404 Wilshire Blvd., Suite 400

Los Angeles, California 90057

Contact Person: Ms. Ann Smith, General Manager

Telephone Number: (213) 368-4000

City of Los Angeles, Community Development Department

Human Services and Neighborhood Development Division

Contact Person: Ms. Gloria Stevenson Clark, Director

Telephone Number: (213) 485-4682

- 3. Within the last three years, has the Contractor ever failed to complete any work awarded or defaulted on a contract? Please explain.**

Since its establishment in 1965, WLCAC has been contracting with various agencies and departments of the City of Los Angeles, the County of Los Angeles, the State of California, the U.S. Government, and other private agencies and/or foundations. And it has executed hundreds of contracts. But it has never defaulted or been terminated from a contract.

- 4. Identify the project manager and the years of experience the project manager has had in managing transit services. Describe experience. Submit a detailed resume for this manager. Identify the percentage of the project manager's time dedicated to this project.**

The Project Manager will be Teddy Watkins, Jr. Mr. Watkins has held various positions within WLCAC over the past twenty-seven (27) years: Retail Market Manager of WLCAC's Elite Markets and Operations Manager of WLCAC's Mobil Station and House Movers. Currently, he is the Project Manager for the DASH Watts (since 1990), Hahn's Trolley and Shuttle Service (since 1989), and the Southside Smart Shuttle Project (since 1997).

Mr. Watkins is a graduate of Fremont High School and had taken Business Administration courses at the Los Angeles City College.

Twenty-five (25%) percent of Mr. Watkins time will be dedicated to this project. (Please refer to the attached resume of Mr. Watkins.)

- 5. Identify the maintenance manager and the years of experience the maintenance manager has maintaining transit vehicles. Describe experience. Submit a detailed resume for maintenance manager.**

If subcontractors are to be used, describe the arrangement with Contractor, regarding their role in the project.

Brian Ronald Lee is WLCAC's Maintenance Manager. Mr. Lee has been employed by WLCAC since May 1997 as Purchasing/Fleet Maintenance Manager. Prior to being employed by WLCAC, Mr. Lee had worked as a purchasing manager and air traffic controller. His educational background includes Business Administration from Santa Monica Community College and Air Traffic Controller from USMC Air Traffic Control School. Please refer to his resume.

Please note that while all five (5) trolley-type vehicles will be maintained by Bus Services Corporation, the remaining four (4) vehicles will be maintained by WLCAC or specialty shops, as needed. A background

information which describes the qualifications of Bus Services Corporation is enclosed herewith.

6. **Submit a proposed organizational chart for staffing the service(s), including management, supervisors, office personnel, vehicle operators, and mechanics.**

Please refer to the attached proposed organizational chart.

Theodore Tamlin Watkins
10950 South Central Avenue
Los Angeles, CA 90059
(213) 563-5639

OBJECTIVES: To obtain a position as a manager with a bus shuttle service program.

SUMMARY OF EXPERIENCE: Over 22 years in managerial experience in the areas of retail marketing, housing and transportation in South Central Los Angeles.

EDUCATION: Fremont High School
Los Angeles, California

Los Angeles City College
Course in Business Administration

EXPERIENCE:

3/89 to Present: **Watts Labor Community Action Committee –Willowbrook Shuttle and Watts DASH, Southside Smart Shuttle Projects**

Project Manager

Responsible for the supervision of the overall operation of these projects (representing approximately \$3.25 million annually with a fleet of 14 vehicles that travel over 800 miles daily), including: route and efficiency design, personnel management, compilation of statistical data, and preparation/submission of progress reports.

9/83 to 3/89 **Watts Labor Community Action Committee – Mobil Station & Tri-House Movers**

Operations Manager

Responsible for the supervision of the overall operation of the Mobil Station and Tri-House Movers, including: the full maintenance of approximately 60 agency vehicles (both preventive and correctional) that were utilized by various programs funded by the City of Los Angeles, County of Los Angeles, State of California and other sources requiring stringent maintenance regulations as required by the State Public Utilities Commission and California Highway Patrol; participation in the purchasing in the purchasing of fleet vehicles and appropriate inspections; negotiating contracts and securing permits from various municipalities for WLCAC" Tri-House Movers; scheduling all vehicles and labor for house moving activities; and managing personnel.

10/71/ - 9/83

Watts Labor Community Action Committee – Elite Markets

Retail Market Manager

Responsible for the overall management of the Elite Markets, including: hiring personnel, advertising, supervising and training employees.

REFERENCES:

FURNISHED UPON REQUEST

Brian Lee
10950 South Central Avenue
Los Angeles, CA 90059
(213) 563-5639

EDUCATION: Santa Monica Community College – Business Administration
USMC Air Traffic Control School
New Castle Sr. High

EMPLOYMENT:

1997 – Present: **Watts Labor Community Action Committee**
Purchasing Manager. Fleet Maintenance Manager

Duties include: purchasing, vehicle repair estimating, billing,
managing three (3) mechanics and ninety (90) vehicles.

1994 – 1997 **Black and White Snow Boards**
Owner

Production, sales, importing and exporting

1991 – 1993 **Bronze Age, Inc.**
General Manager

Managed all aspects of a small business to include; finance,
production, shipping, receiving and sales.

1988 – 1990 **Vision Sports, Inc.**
Purchasing Manager

1980 – 1988 **United States Marine Corps.**
Air Traffic Controller

Air and Naval Gunfire. Highest ranking – Sergeant

I presently spend about 50% of my time at WLCAC working with the Fleet Maintenance program.

Bus Services Corporation

9252 Washburn Road
Downey, CA 90242-2909

Phone: (562) 622-9055

FAX: (562) 622-9075

The Role of Bus Services as Vehicle Maintenance Sub Contractor to WLCAC for the Hahn's Trolley and Shuttle Service

Introduction—

In one of the most challenging operations in the nation, the Hahn's Trolley provides a vital service to the citizens it serves,— people who rely on the trolley every day, — people who truly depend on and deserve the very best from the trolley's operator and maintenance provider in safety, service and dependability. Bus Services Corporation recognizes their needs and is happy to be considered as a sub contractor for WLCAC in its bid to continue operation of the Hahn's Trolley for the Los Angeles County Public Works Department.

Bus Services is a full service facility for buses, trolleys and trams centrally located near the 105 Freeway in Downey. With regular shop hours from 7:00 AM to 6:00 PM and standby 24 hour on-call emergency response service, we react swiftly and efficiently to serve the needs of transit operators in the greater Los Angeles area. Our maintenance facility can hold up to six buses or trolleys inside at any given time and our yard is positively secured within locked chain link fence for around-the-clock security. Our specially equipped road service truck is stocked in advance with most of the parts needed to arrive on service calls within 25 minutes of being called.

Bus Services Corporation was formed in 1989 to provide maintenance support for operators of vehicles manufactured by SVMC,— **Specialty Vehicle Manufacturing Corporation.** (*All of the Trolleys used in the Hahns Trolley operation are 1991 SVMC Vehicles*) Considering that a devastating fire at the Specialty Vehicles factory in 1992 destroyed practically all of the original diagrams, electrical schematics and other documentation used in the manufacture of the SVMC trolleys, access to our technicians who are former SVMC employees may provide the *only* true measure of assurance that repairs can always be performed to factory standards. This is important because the SVMC trolleys are unique, custom built vehicles that require special care.

Since 1991, Bus Services has provided the preventative maintenance inspections, repairs and emergency road service as well as major component refurbishing for the Hahn's Trolleys through WLCAC, the current contractor. Bus Services record for road service responsiveness is impeccable and second to none in speed, accuracy of diagnosis and the ability to accomplish most repairs in just one call. Bus Services even provides an Izusu bus as a back-up vehicle for the operation.

Since 1995, Bus Services has also maintained and operated the SVMC Electric Trolleys for the L.A. Dep't of Water and Power in San Pedro. Taking over a struggling operation from one of the largest transit operators in the nation, Bus Services has proved that *small but committed is better than big* when it comes to specialized transit operations.

00019

Your Service Center for the Whole Bus!

Hahn's Trolley and Shuttle Service Maintenance by Bus Services Corporation as Sub Contractor to WLCAC

Bus Services supports the WLCAC operation

Over the years, Bus Services and WLCAC have developed a working relationship that offers a valuable dimension to the Hahn's Trolley operation. By being an independent sub contractor, Bus Services' loyalty is solely to the safety and convenience of the people who ride the Trolley. Never is there a "profit-minded" compromise when it comes to vehicle maintenance and having WLCAC *teamed with Bus Services* insures that the public's best interest always comes first.

Compliance with Child Support Programs

Bus Services supports and complies with the Child Support Program with all matters regarding employment reporting requirements. Principal Owner Information Form (Exhibit F) for Bus Services Corporation is attached.

Bus Services Supports the County's Living Wage

Bus Services minimum wage for a mechanic's helper is \$8.50 and our mechanics are paid between \$10.25 per hour and \$17.50 per hour, depending on certifications and experience. Health insurance is made available to all employees who, after 90 days, wish to participate with the company paying 50% of the premium for the worker and his or her immediate family. One week's vacation is given after one year with two weeks vacation per year after two years.

Bus Services Employees reflect the neighborhood

A large percentage of the Bus Services' employees live in the Willowbrook area served by the Hahn's Trolley and Shuttle Service. We feel it is appropriate that the dollars spent by the county remain in the neighborhood that the funding was generated for. As a sub contractor, Bus Services helps the Watts community with good jobs for its residents. Bus Services is an equal-opportunity employer and 50% of our department managers, and 90% of our office employees, maintenance department personnel and drivers are members of minority races.

Random Drug Testing of Bus Services Drivers and Mechanics

Bus Services Corporation hires very carefully and routinely screens for drugs and alcohol in its pre-employment process and pools employees for random drug testing. More than 50% of Bus Services drivers and mechanics are tested at random during a given year. If this contract is awarded to WLCAC with Bus Services as its sub contractor for maintenance, Bus Services intends to join the same consortia that WLCAC drivers and mechanics belong to for maximum effectiveness of its program. Bus Services has had **no** work related injuries by an employee in the last 5 years.

Technical Certification of Mechanics...

Bus Services places special emphasis on the importance of training both on and off the job and is expanding that emphasis with the goal of doubling the number of ASE certifications in the shop over the next year. The following certifications will be achieved within the next 12 months: Drive Train, Heating and Ventilation and Body Repair and Refinishing and Gasoline Engines. Particular emphasis is being placed on making sure that every technician is ASE certified to perform PMI inspections no later than June of 1999.

Technical Certification of Bus Services Maintenance Personnel

Sergio Rodriguez is shop manager and ASE certified for heavy duty vehicle brakes and electrical/electronic systems and MACs certified for air conditioning. Sergio has 10 years experience including seven years' U.S. Army training in diesel mechanics.

Greg Oropeza is a graduate of the Universal Technical Institute in Phoenix with a degree in Automotive Diesel Technology. Greg has four years experience since graduation as a diesel mechanic. Greg is also trained in electric vehicle maintenance and repairs.

Joe Iniguez is MACs certified to service all heavy vehicle air conditioning systems and is currently completing a project that involved complete AC retrofits to 50 L.A. Unified School Buses for Trans Air. Trans Air is the company that supplies the AC units for the Hahn's Trolleys. Joe has 8 years experience as a bus mechanic/builder.

Amadeo Castro is a Bus Services craftsman who specializes in body repairs. Amadeo has 4 years experience and is completing a night school course in automotive refinishing at Cerritos College.

Herman Montano, Elmer Majano, Victor Lievano, Newton Montano and Jose Iniguez are all former SVMC employees who worked in the SVMC factory at the time the Hahn's Trolleys were built. As far as SVMC vehicles go, these Bus Services technicians feature most important credential of all: *the unique familiarity with every component and every system on the SVMC Trolleys that only factory trained personnel have.*

Bus Services Preventative Maintenance Inspections Procedures

Bus Services provides inspections for the Hahn's Trolleys every 6,000 miles or 45 days, whichever comes first. Attached are our PMI forms for the 6,000, 12,000, 18,000 and 24,000 mile inspections we perform on the Hahn's Trolleys. Our technicians spend more than 24 work hours on each 6,000 mile inspection making sure every detail is handled precisely.

Preventative Maintenance that prevents road break-downs.

In the last 12 months, the three Hahn's Trolleys have logged less than 6 breakdowns per vehicle requiring a road call. This means that on average, the Hahn's Trolleys were kept running 8 weeks between unscheduled interruptions during the last year of operation *before* the major refurbishing project. Considering that many of the road calls were for broken doors and windows caused by vandalism and not mechanical breakdown, this is even greater evidence that the preventative maintenance is working and proof that having PMI's sub-contracted provides a true measure of reliability and safety to the riders of the Hahn's Trolleys. With the mechanical refurbishment program almost complete, we anticipate even fewer road service interruptions in the coming years.

CHP Inspection Results...

The California Highway Patrol routinely inspects the Hahn's Trolley and has never found cause to remove a unit from service as the result of an inspection. Bus Services and WLCAC maintains complete records of all inspections and repairs performed on the Hahn's Trolleys.

Spare Parts Inventory...

Bus Services stocks the largest inventory of spare parts dedicated to SVMC trolleys in the nation. We stock the windows, custom extrusions, interior parts, electrical components and harnesses. Bus Services is a distributor for the following components of the SVMC Trolleys:

SVMC Body and Interior Parts	Allison Transmissions
Spartan Chassis	Cummins Engines
Braun Wheelchair Lifts	Trans Air Air Conditioning
Powerline Alternators	Bendix Brakes, Bearings
Cole Hersee Air System	SVMC Electronics
Acme Specialties	Hehr Windows

Name, address and telephone number of insurance broker:

Western Insurance Marketing Corp
P.O. Box 3346
City of Industry, CA 91744.
(626) 961-3641
FAX (626) 369-3731

How long has Bus Services done business with this firm? Answer: Since 1989

Insurance Underwriters and their A. M. Best Company Ratings

Auto Liability — Carolina Casualty Rated A-7
General Liability — Essex Rated A-6
Workers Compensation — Golden Eagle Rated A-15

Credit References from major suppliers/vendors

1. Trans Air Manufacturing

P.O. Box 70
Dallastown, PA 17313

2. Crown Air and Accessories

6769 8th Street
Buena Park, CA 90620

3. Parts Pacific

9404 Burtis Street
South Gate, CA 90280

00022

Summary...

Bus Services is uniquely qualified and staffed to continue the maintenance of the Hahn's Trolley and Shuttle Service as a sub contractor to WLCAC. The contractor /sub contractor relationship assures that the safety and convenience of the rider are never compromised. The relationship of Bus Services to Specialty Vehicle Manufacturing Corporation is an additional benefit that comes free with the decision to continue the present course. Bus Services technicians have the knowledge, experience and certification needed to meet the challenges of the operation and we have a flawless track record of service over the period of the last six years.

Bottom Line

The Hahn's Trolley and Shuttle Service features many unique and challenging elements. Despite those challenges, the operation of the Hahn's Trolley has been successful and the safety and convenience of the ridership as well as the protection of the county's investment in vehicles have always remained the foremost considerations. Bus Services and WLCAC are both known commodities with already proven results in the only experience that really counts.

**Bus Services Corporation
(Sub Contractor for WLCAC)**

9252 Washburn Road

Downey, CA 90242

(562) 622-9075

(562) 622-9075 FAX

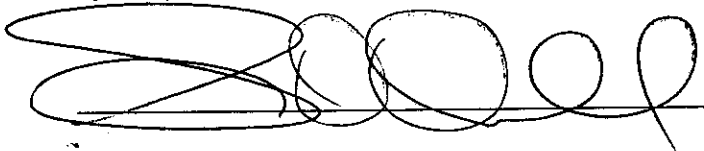
Don Duffy, Owner

Gary Pesnell, General Manager

Sergio Rodriguez, Service Manager

LaTanya Bogin, Office Manager

Prepared for Bus Services as Sub-Contractor to WLCAC
by Gary D. Pesnell, General Manager, Bus Services Corporation

A handwritten signature in dark ink, consisting of several loops and a long horizontal stroke, positioned above the date.

July 30, 1998

00022A

HAHN'S TROLLEY

MAINTENANCE REPORT CARD - 24,000 Miles

If the item is working properly -- put a "CHECK" in the check column -- if the item needs service put an "S"

ODOMETER READING _____

DATE _____

VEHICLE ID _____

CHECKED BY _____

CHECK	A	CHECK
	1	Air Compressor Cut-in _____ Cut Out _____
	2	Low Air Warning Pressure ON _____
	3	Headlights- High & Low
	4	Emergency Flashers
	5	Turn Signals
	6	Wipers, Wiper Blades, Wiper Arms
	7	Mirrors and Mirror Mounts
	8	Brake and Tail Lights
	9	Clearance Lights
	10	Panel and Dome Lights
	11	Heater and Defroster Operation
	12	Speedometer and Odometer
	13	Low Brake Fluid Warning
	14	Back-up Alarm
	15	Key and Ignition Switch
	16	Oil Pressure
	17	Temperature Gauge
	18	Step Lift Operation
	19	Electrical System- Rate of Charge, Wires and Cables
	20	Steering Wheel
	21	Brake Pedal
	22	Engine Start
	23	Engine Shut-off
	24	Brake/Accelerator Interlock
	25	Door Operation
	26	Door Edges (rubber)
	27	Operation of Speed Switch/Interlock
		<input type="checkbox"/> Interlock ON-OFF
		<input type="checkbox"/> Retarder Engage-Disengage
		<input type="checkbox"/> Passenger Door Cancelled above 2 mph
		<input type="checkbox"/> Power to Step Lift Cancelled above 2 mph
	28	Operation of the Air Dryer
		Air Conditioning
	1	Check AC System Effectiveness
	2	Inspect AC Sight Glass Indicators at each Condensor
	3	Inspect Operation of Fans and Blowers
	4	Inspect Electrical Connections for Tightness
	5	Replace System Filter/Dryer Unit
		Engine, Drive Line and Transmission
	1	Condition of "VEE" Belts and Pulleys (replace and adjust as necessary)
	2	Check Drive Line for Looseness
	3	Engine Cooling Fan and Fan Clutch <input type="checkbox"/>
		Cooling Hoses <input type="checkbox"/>
		Hose Clamps <input type="checkbox"/>
		Pressure Test <input type="checkbox"/>
	4	Engine Idle (Cold)
	5	Engine Performance (tune as necessary)
	6	Engine Idle Speed (Warm)
	7	Shift Lever in Proper Position for Gear Used (adjust if necessary)
	8	Transmission Shift Quality
	9	Transmission Retarder Control/Sequencing -Accelerator Microswitch Operation and Adjustment
	11	Take Oil Sample
	12	Take Transmission Fluid Sample
		12 Volt Battery
	1	Battery Cabling
	2	Battery Hold Downs
	3	Battery Isolator

00023

	4	Clean Battery
	5	Battery Hydrometer Reading _____
	6	Load Test
CHECK B		Lubrication
	1	Brake Camshaft
	2	Prop. Shaft (U-Joints)
	3	Step Lift
	4	Steering Sub Shaft (slip joint)
	5	Steering Knuckles
	6	Steering Column Bearings
	7	Spindle Joints
	8	Tie Rod Ends
	9	Wheel Bearings (change fluid)
CHECK C		Brake System
	1	Drain Water from Air Tanks #1 _____ oz. #2 _____ oz. #3 _____ oz. NOTE: Max Water per Tank is 32 oz.
	2	Brake Application Pressure _____ psi
	3	Air Pressure Lost with Brakes Applied for 1 Minute _____ psi NOTE: Max Pressure Loss is 3 psi (with brakes fully applied)
	4	Brake Rod Travel - "S" Type Cam Slack Adjusters @ _____ Re-set To: _____ Right Front _____ inches _____ inches Left Front _____ inches _____ inches Right Rear _____ inches _____ inches Left Rear _____ inches _____ inches Max Brake Rod Travel is as Follows: All Fronts 1-3/4" Auto. Rear 2-1/4" Man. Rear 2"
	5	Brake Lining Thickness Rt. Front Leading _____ inches Rt. Rear Leading _____ inches Rt. Front Trailing _____ inches Rt. Rear Trailing _____ inches Lt. Front Leading _____ inches Lt. Rear Leading _____ inches Lt. Front Trailing _____ inches Lt. Rear Trailing _____ inches Note: Indicate Minimum Thickness
	6	Check Brake "S" cams
	7	Check "S" Cam Mounts to Axle- Re-torque if necessary
	8	Check Push Rod Travel
	9	Secure and Mark Rod Adjusting Nuts
	10	Check All Drums and Shoes for Grease caused by Leaking Seals
	11	Check Shoe to Drum Clearance
	12	Re-Torque and Mark Air Brake Chamber Nuts
		Fluid Changes/Filter Replacement and Cleaning
	1	Air Filter
	2	Engine Coolant (flush)
	3	Oil
	4	Oil Filter
	5	Fuel Filter
	7	Fuel/Water Separator -Drain and Clean (replace filter as necessary)
	8	Power Steering Fluid
	9	Thermostat
	10	Transmission Fluid
	11	Transmission Filter
		Undercarriage
	1	Air Spring Ride Height (Adjust Leveling Valves as Needed)
	2	Front Bumper, Front Bonnet
	3	Inspect Frame and Welds for Structural Cracks
	4	Inspect Cables, Wires, and Hoses through Firewall for Effective Seal
	5	Re-torque Chassis Bolts
	6	Re-torque U-bolts
		Frame, Steering, Suspension, Wheels, and Tires
	1	Front Wheel Hubs (inspect for leaks)
	2	Lug Nuts - Tighten
	3	Steering Freeplay and Linkage
	4	Tire Pressure



National Institute for
**AUTOMOTIVE
SERVICE
EXCELLENCE**

Be it known that

CHRIS T LOARIE

that successfully passed the examinations and met the experience requirement prescribed by the National Institute for Automotive Service Excellence and is awarded this CERTIFICATE in Evidence of COMPETENCE in the service areas listed below:

MEDIUM/HEAVY TRUCK SPECIALTY AREAS

ANALYSIS OF DEMONSTRATED COMPETENCE

EXPIRES

PLAKES

JULY 1, 2001

SUSPENSION AND STEERING

JULY 1, 2001

ELECTRICAL/ELECTRONIC SYSTEMS

JULY 1, 2001

[illegible]

GIVEN THIS 30TH DAY OF JUNE 1996, AT HERNDON, VIRGINIA

550971038881LDARI

ATTENTION: ATTENTION

August 14, 1944

Donald H. Wiener



National Institute for
**AUTOMOTIVE
SERVICE
EXCELLENCE**

Be it known that

SERGIO RODRIGUEZ

has successfully passed the examinations and met the experience requirement prescribed by the National Institute for Automotive Service Excellence and is awarded this CERTIFICATE in evidence of COMPETENCE in the service areas listed below:

MEDIUM/HEAVY TRUCK SPECIALTY AREAS

AREAS OF DEMONSTRATED COMPETENCE

EXPIRES

BRAKES

JULY 1, 2002

ELECTRICAL/ELECTRONIC SYSTEMS

JULY 1, 2001

** ** ** ** **

GIVEN THIS 31ST DAY OF DECEMBER 1996, AT HERNDON, VIRGINIA

55775185869R0DRI

IDENTIFYING ADDRESS NUMBER

Ronald H. Weiner

RONALD H. WEINER, President



00028

Certificate of Completion

CERTIFIED BRAKE INSPECTOR

SEMINAR

Awarded To *Chris Loarie*

Location SOUTH GATE, CA Instructor TOM JACKSON

Date JUNE 22, 1994



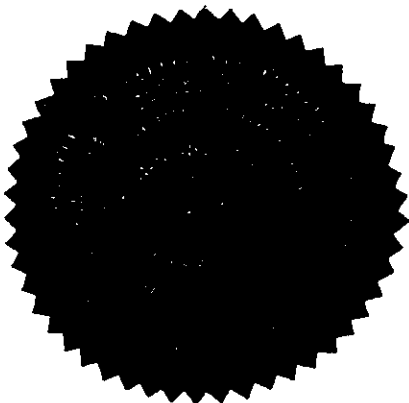
1/22/98

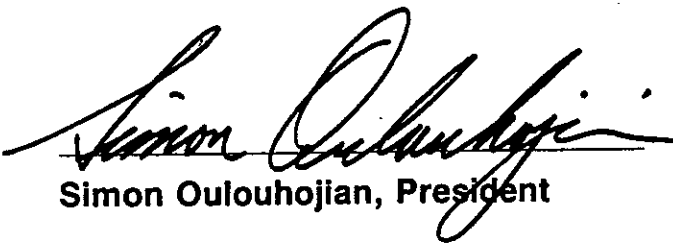
817073

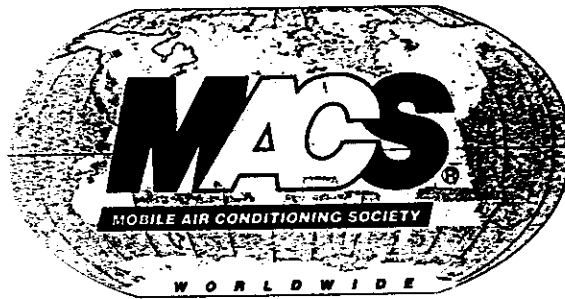
Jose Iniguez

Bus Services Inc.

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




Simon Oulouhojian, President



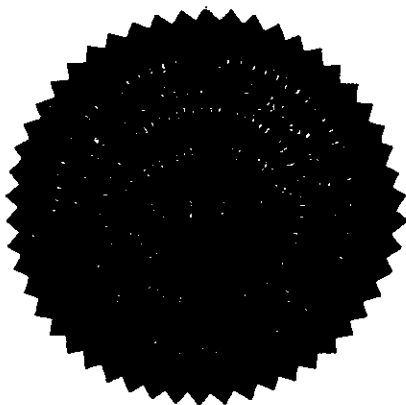
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817071

Chris Loarie

Bus Services Inc.

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




Simon Oulouhojian, President



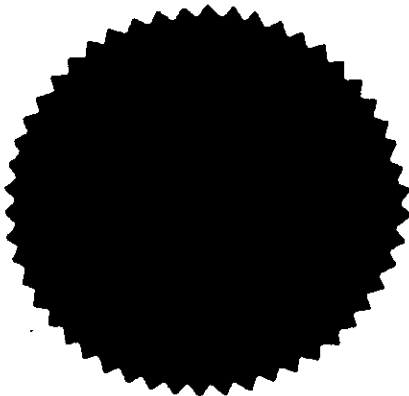
12/2/97

817072

Sergio Rodriguez

Bus Services Inc.

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



Simon Oulouhojlan
Simon Oulouhojlan, President

00031

PARATRANSIT INSURANCE CORPORATION
Presents This
**DRIVER SAFETY
AWARD**
To

Kory Corothers
***Watts Labor Community Action
Committee***

*In Recognition of an
Outstanding Safety Record*

July 1, 1993 to June 30, 1994

Arthur S. Kerbel

Arthur Kerbel, Board President

Katherine D. Adcock

Katherine D. Adcock, Executive Director



00032



This Is To Certify That

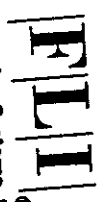
Kory Corothers

*Has Completed The
Coaching The Experienced Driver
Course Sponsored By*

St. Paul Fire and Marine Insurance Company
Sponsoring Agency



National
Safety
Council



FLI Learning Systems, Inc.

Date *November 10, 1994*
Instructor *Veronica Watson-Perkins*

PARATRANSIT INSURANCE CORPORATION
Presents This
**DRIVER SAFETY
AWARD**
To

Kory Corothers
***Watts Labor Community Action
Committee***

*In Recognition of an
Outstanding Safety Record*

July 1, 1994 to June 30, 1995

Arthur S. Kerbel

Arthur Kerbel, Board President

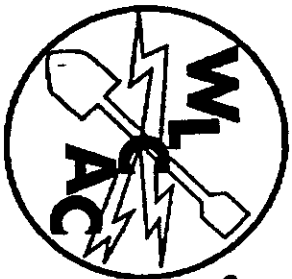
Katherine D. Adcock

Katherine D. Adcock, Executive Director



WATTS LABOR COMMUNITY ACTION COMMITTEE

00035




Safe Driving Certificate
awarded to
Kory Corothers
for

Two Years of Accident-Free Driving

Issued this 21st day of January, 1995

Executive Director


Program Director

00036

This is to certify that
Kory Corothers
has completed 4 hours of training on
The Supervisor/Manager's Role In Administering
D.O.T. Regulations and a Drug/Alcohol Free Workplace

Training components completed:

- ◆ The effects and consequences of Drug & Alcohol use and abuse on personal health, safety and the work environment.
- ◆ The manifestation and behavioral characteristics associated with substance use or abuse.
- ◆ The WLCAC Drug/Alcohol Policy and test Program.

Sponsored by :



Los Angeles County Metropolitan Transportation Authority
Operations Central Instruction

Traîner

Leopoldo Flores

Traîner

Henry Bates

Date

May 4, 1995

PARATRANSIT INSURANCE CORPORATION
Presents This
**DRIVER SAFETY
AWARD**
To

Kory Corothers
Watts Labor
Community Action Committee

*In Recognition of an
Outstanding Safety Record*

July 1, 1995 to June 30, 1996

Arthur S. Kerbel
Arthur Kerbel, Board President



00037

PARATRANSIT INSURANCE CORPORATION

Certifies That

Kory Corothers

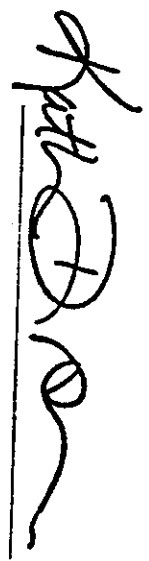
Watts Labor

Community Action Committee

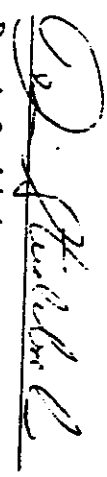
Has Completed The

Paratransit Driver

Instructor Training Course

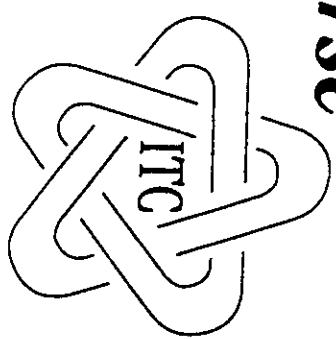


Katherine D. Adcock
Executive Director



Dennis Studebaker
Safety/Loss Control Specialist

May 1996



00038

U. S. Department of Transportation



Transportation Safety Institute
Certificate

KORY COROTHERS

HAS SUCCESSFULLY COMPLETED THE
FEDERAL TRANSIT ADMINISTRATION'S COURSE IN
MASS TRANSIT INSTRUCTOR ORIENTATION AND TRAINING

CONDUCTED AT PALM SPRINGS, CA

JUNE 28, 1996


H. Aldridge Gillespie, Director


Robert F. Lower, Division Manager

U. S. Department of Transportation



Transportation Safety Institute Certificate

KORY COROTHERS

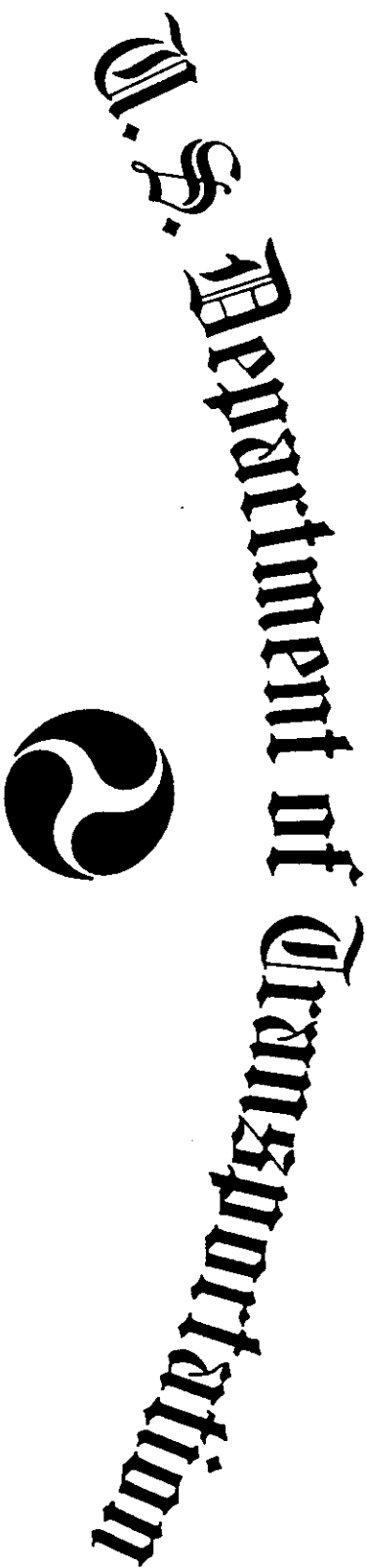
HAS ATTENDED THE
FEDERAL TRANSIT ADMINISTRATION'S COURSE IN
BUS MANEUVERING AND DEFENSIVE DRIVING

CONDUCTED AT PALM SPRINGS, CA

JUNE 28, 1996

A handwritten signature in black ink, appearing to read 'Robert F. Lower', written over a horizontal line.

Robert F. Lower, Division Manager



Transportation Safety Institute Certificate

KORY COROTHERS

HAS ATTENDED THE
FEDERAL TRANSIT ADMINISTRATION'S COURSE IN
EMERGENCY AND ACCIDENT HANDLING PROCEDURES

CONDUCTED AT PALM SPRINGS, CA

JUNE 28, 1996


Robert F. Lower, Division Manager

U. S. Department of Transportation



Transportation Safety Institute Certificate

KORY COROTHERS
HAS ATTENDED THE
FEDERAL TRANSIT ADMINISTRATION'S COURSE IN
PASSENGER RELATIONS

CONDUCTED AT PALM SPRINGS, CA

JUNE 28, 1996

Robert F. Lower, Division Manager

00042

PARATRANSIT INSURANCE CORPORATION

00043

1997 DRIVER SAFETY AWARD

Kory Corothers

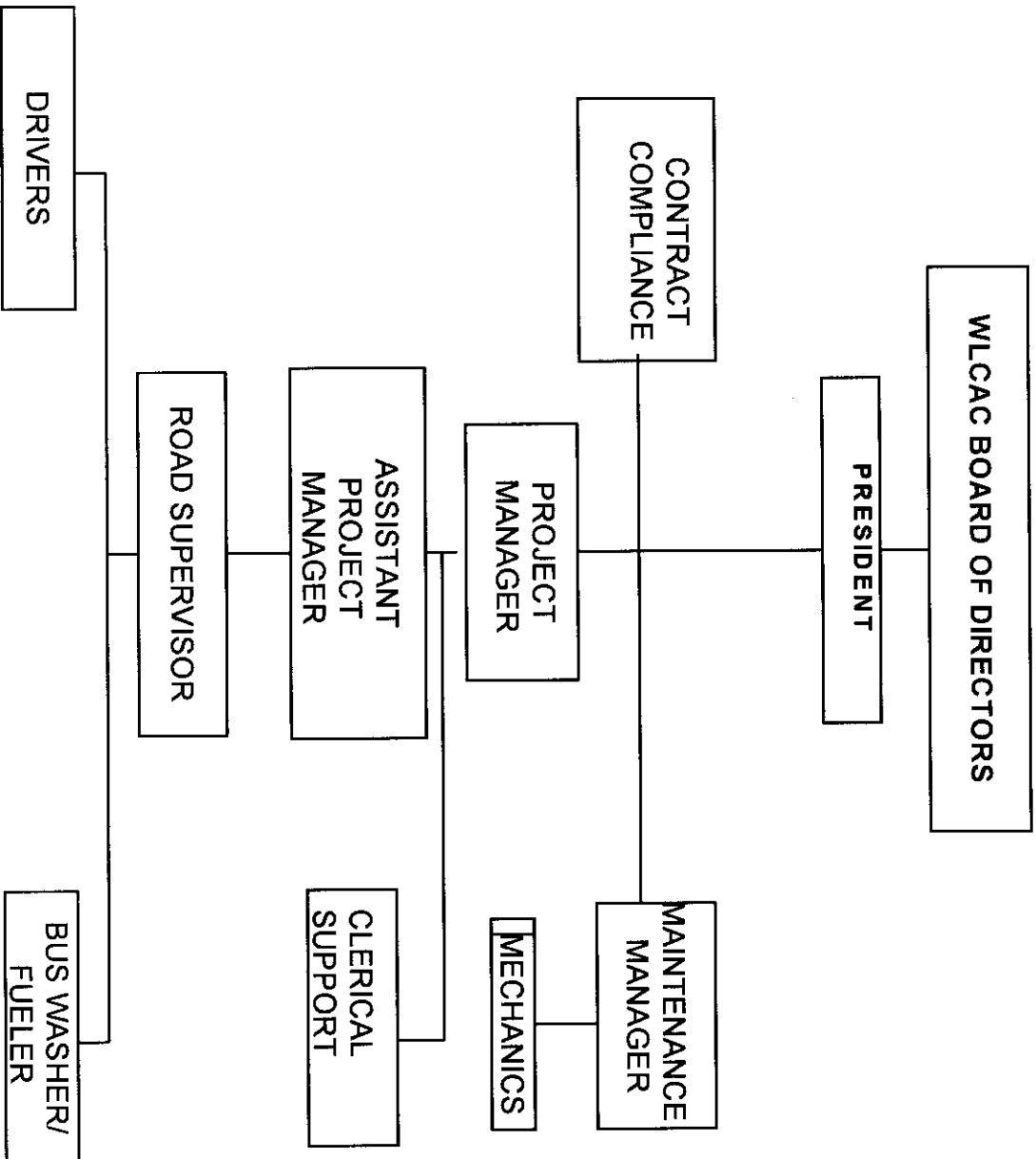
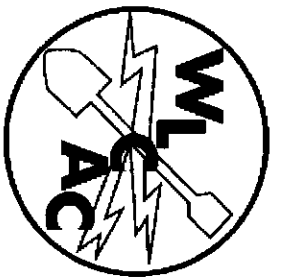
WLCAC

Shari Deutsch

Shari Deutsch
Executive Director

Dennis Studebaker

Dennis Studebaker
Member Services Director



7. Describe Contractor's plan to attract and maintain a quality and experienced workforce for this service.

WLCAC has a long history of attracting and maintaining a high quality labor force. WLCAC's Hahn's Trolley and Shuttle Service currently employs 13 employees, and the average tenure of these employees is approximately 6 years. The following table indicates the various employment categories and the total number of years of employment with WLCAC.

POISTION TITLE	NO. OF POSITIONS	TOTAL YEARS OF SERVICE
Project Manager	1	27
Operations Assistant	1	9
Supervisor	1	9
Secretary/Computer Operator	1	2
Driver	1	2
Driver	1	3
Driver	1	0.5
Driver	1	5
Driver	1	8
Driver	1	1
Bus Washer/Fueler	1	6
Bus Washer/Fueler	1	2

There are a number of reasons that has enabled our organization to attract and maintain a quality and experienced workforce for our Hahn's Trolley and Shuttle Service Program. Some of the reasons are as follows:

- The salaries and benefits for our drivers and other personnel are either competitive or higher than other similar transportation providers. For instance, the average wage rate for our drivers is \$8.13 per hour, which is very competitive with similar service providers.
- Our agency provides the following benefits to its employees: health insurance, paid sick and vacation time, dental benefits, state unemployment insurance benefits, optional retirement plan, and optional group life insurance.
- We do not generally allow employees to work overtime, thereby enabling more full-time employees to be hired; as well as giving the employees a sense of security knowing that when they come to work, they only expect to work 8 hours a day.

D. TECHNICAL COMPETENCE (OPERATIONS AND MAINTENANCE)

- 1. Are there any requirements in Attachment II, Draft Contract, that the Contractor cannot comply with?**

WLCAC will comply with all the requirements in Attachment II, Draft Contract.

- 2. Describe in detail your specific plans and schedule for start-up and implementation of the Hahn's Trolley and Shuttle Service. Include your plans to work with the existing contractor to ensure links to the community.**

Our specific plans and schedule for start-up and implementation of the Hahn's Trolley and Shuttle Service is as follows:

- a. Provide Project Personnel

WLCAC will provide management, vehicle maintenance, vehicle operation, and office personnel. Such personnel will include a Project Manager, Assistant Project Manager, Road Supervisor, Clerical Support, Drivers and Bus Washers/Fuelers. As the existing Hahn's Trolley and Shuttle Service operator, all necessary personnel are in place.

- b. Evaluation of Project Personnel

In accordance with WLCAC's Personnel Policies and Procedures, evaluation reports are submitted annually on all employees, including managers and other contract management personnel. Evaluation of performance are prepared by supervisory personnel, discussed with the employee and made part of the employee's record.

- c. Provide Driver and Other Personnel Training

WLCAC will provide an on-going training for its managers, supervisors, office personnel and vehicle operators. The training will include methods in upgrading management skills, how to perform safety checks, how to operate computers, sensitivity training, defensive driving, first aid procedures, record keeping, appropriate appearance, and accident reporting methods. The driver and safety training will be provided by Kory Corothers, Assistant Project Manager. Please refer to the attached certificates which validate his skills.

d. Provide Spare Vehicles

WLCAC will provide two (2) spare vehicles to support the service. These vehicles will be in addition to the seven (7) County-owned revenue vehicles.

e. Provide a Safety Program

WLCAC will provide an on-going safety program, the motivation of which is not just financial, but also to meet its moral obligation to make sure that its passengers arrive at their destination in a safe and comfortable manner. WLCAC plans to accomplish this by:

- setting proper safety standards and policies;
- selecting, training, and supervising employees well;
- keeping proper records and following proper safety procedures; and
- encouraging improved performance through recognition and other interest-sustaining activities.

f. Provide All LAC Department of Public Works Required Reports

WLCAC will provide and/or maintain all trip reports/records, service reports, daily pre-trip vehicle inspection reports, missed trip reports, CHP reports, operational problems and passenger complaint reports, accident/incident data reports, National Transit Database (NTD) reports, and financial record as required by Department of Public Works.

g. Collect and Secure Fares

Fares will be collected in Main Fare Box. Each evening, the vaults will be removed from the fare box and replaced with a spare vault. The vaults containing revenues will be kept overnight in a fire-proof safe. The following day, the vaults will be removed by the Assistant Project Manager, counted, recorded, matched with passengers and placed in canvass bugs and returned to the safe. Cash receipts will be picked up and transported to the bank for deposit two to three times a month.

h. Controlled Substance and Alcohol Testing

WLCAC will continue to implement the Controlled Substance and Alcohol Testing Program as specified in Appendix E of the Draft Contract (Attachment II of the RFP) or as may be required by rules

and regulations issued by the United States Department of Transportation.

i. Respond to Vehicle Breakdown

In the event of vehicle breakdowns or accidents, WLCAC has a system, whereby a back-up vehicle will be dispatched or other road assistance will be provided.

j. Vehicle Maintenance Program

WLCAC will provide a vehicle maintenance program as required in Section 9-G of the Draft Contract (Attachment II of the RFP).

k. Provide On-Board Security

WLCAC will provide an on-going security system in order to maintain the security of passengers and/or drivers. Drivers will be provided with security codes that will indicate to appropriate personnel the level of emergency.

l. Clean Buses

WLCAC will ensure the cleanliness of each service vehicle prior to the commencement of each service day. Both the interior and the exterior of each vehicle will be kept clean at all times.

Please refer to the attached implementation plan.

Please note that our organization is the existing contractor for this project. As a matter of fact, our agency initially planned and implemented this project in 1989. A majority of our employees also reside in or very close to the vicinity of the service area. In addition, our agency has been operating a number of community programs that benefit riders of this project since 1965. As such, our agency has well established linkages with the community.

**WATTS LABOR COMMUNITY ACTION COMMITTEE
HAHN'S TROLLEY AND SHUTTLE SERVICE PROPOSAL**

Implementation of the Hahn's Trolley and Shuttle Service:

ACTIVITY/TASK	JULY 98	OCT 98	NOV 98	DEC 98	JAN 99	FEB 99	MAR 99	APR 99	MAY 99	JUNE 99	JUL 99	AUG 99	SEP 99
Proposal due to Dept of Public Works	X												
Provide Project Personnel		X	X										
Evaluation of Project Personnel				X	X	X	X	X	X	X	X	X	X
Provide Driver and Other Personnel													
Training		X	X	X	X	X	X	X	X	X	X	X	X
Provide Spare Vehicles		X	X	X	X	X	X	X	X	X	X	X	X
Provide a Safety Program		X	X	X	X	X	X	X	X	X	X	X	X
Provide All Dept of Public Work Required Reports			X	X	X	X	X	X	X	X	X	X	X
Collect and secure Fares		X	X	X	X	X	X	X	X	X	X	X	X
Undertake Controlled Substance and Alcohol Testing Program		X	X	X	X	X	X	X	X	X	X	X	X
Respond to Vehicle Breakdown		X	X	X	X	X	X	X	X	X	X	X	X
Implement Vehicle Maintenance Program		X	X	X	X	X	X	X	X	X	X	X	X
Provide On-Board Security		X	X	X	X	X	X	X	X	X	X	X	X
Clean Buses		X	X	X	X	X	X	X	X	X	X	X	X

3. Describe in detail the Contractor's driver training and safety programs.

WLCAC provides training to drivers in how to perform safety checks, how to demonstrate a courteous attitude, and answer questions from passengers about our agency's transportation services. Special emphasis is made on a driver's sensitivity and empathy training program directed toward the needs of elderly and disabled passengers. Drivers are also advised to report all passenger complaints and/or operational problems.

Monthly staff meetings are held to discuss any operational problems which may be encountered by drivers, field supervisors and other staff, and to report on overall program performance. Day-to-day problems requiring immediate action are handled as they arise.

Special training is provided to drivers to inform them about the purpose and unique characteristics of the Hahn's Trolley and Shuttle Service Program.

The overall objectives of the training program are to ensure the following:

- The provision of service which is safe, reliable and meets the funding agency's requirements.
- The provision of service which maximizes customer satisfaction.
- The provision of service in a manner which minimizes cost while providing quality service.

All drivers are also:

- Instructed regarding applicable laws and regulations.
- Receive 40 hours of classroom training in the areas of defensive driving, passenger relations, passenger incidents, stops/passenger loading and unloading, WLCAC's policies and procedures, maintenance, and passenger assistance techniques.
- Receive 10 hours on the bus training and wheelchair operations as well as all necessary paper works, routes and fare collection policies.
- Receive behind the wheel driving, including loading and unloading; following distance; clearance, door operations, intersections, braking, and pulling into zones (far side, near side).
- Participate in a course in CPR and basic First Aid training to become completely familiar with the first aid kits provided in each vehicle.
- Receive sensitivity training at which time drivers are instructed to be sensitive to all disabled persons in need of assistance to board or alight from the vehicle. The training also includes disability awareness and communications skills with disabled individuals.

- Provide with procedures that must be followed in the event of emergency situations which could affect service delivery or passenger safety.
- Participate in defensive driving classes conducted by a California Highway Patrol officer twice a year at the project headquarters. The officer, with the aid of video tape, will explain to drivers the type of precautions that are necessary to be taken for the safety of all persons in the vehicle.
- Drivers are provided with pertinent information required for police accident report which will be kept on each vehicle.

WLCAC emphasizes safety as a primary concern. All employees are informed about the importance of safety and is included in the job descriptions of drivers.

Conducting Safety Meetings – WLCAC conducts regularly scheduled (at least once a month) safety meetings for its drivers. The purposes of such meetings are to arouse and maintain interest in accident and injury prevention, develop attitudes sympathetic to the safety program, and educate and train drivers and supervisory personnel in all facets of safe vehicle and equipment operation. WLCAC also believes that group safety meetings can further the efficiency of all operations.

Safety meetings include:

- Motivational meetings, to spark interest and encourage participation in the safety program.
- Recognition of accomplishments in accident prevention.
- Group instruction and training, where drivers are instructed in the elements of safe, courteous, and efficient driving and are informed about accidents that have occurred and how they could have been prevented.

The Safety Committee – WLCAC has a safety committee, the purpose of which is to prevent accidents from occurring by:

- Identifying possible hazardous conditions.
- Preparing passenger, vehicle, and system safety plans.
- Working to alleviate or control hazardous conditions.
- Establishing plans for emergency preparedness.
- Conducting analyses of accidents.

Guide to Interpreting Driver Record Information – provides a guide for interpreting a Motor Vehicle Report from DMV.

4. Provide the size, detailed description, and address(es) you propose to use for :

Dispatch: 10950 South Central Avenue, Los Angeles, CA 90059

Vehicle Storage: Same as above

Maintenance: Same as above

Will any of these sites be used for other purposes or company business? If so, explain. If any of these sites are currently being used for such purposes, how will the facility accommodate the proposed increase in activity?

The administration, dispatch, storage and maintenance facility for the proposed Hahn's Trolley and Shuttle Service will be located within the premises of the WLCAC headquarters, at 10950 South Central Avenue, Los Angeles, California 90059. This 7-acre facility is located within a mile from the proposed service area.

The facility will contain the following:

- Adequate administrative/clerical office space for the Hahn's Trolley and Shuttle Service, including all furniture; furnishings and equipment including telephones and computers.
- A dispatch area.
- A parking lot for all Hahn's Trolley and Shuttle Service assigned vehicles, with security guards present on site to protect all vehicles, buildings, and other property during daytime and nighttime hours.
- A 2,520 sq. ft. (60' x 42') maintenance area, appropriately equipped.
- A 144 sq. ft. (18' x 8') secured room for storage of supplies and tools.

The site is used to store and maintain all WLCAC vehicles, INCLUDING the Hahn's Trolley and Shuttle Service Program, the DASH Watts fixed route program, the Southside Smart Shuttle Project; the WLCAC One-Stop Workforce Development Center; the WLCAC Check Cashing and a Food Stamp Center; the WLCAC Youth Center; and a Community Theater. The Hahn's Trolley and Shuttle Service has been operated at this location since its inception in 1989 and we do not anticipate any accommodation problems in the future.

5. Describe your firm's quality control program to ensure that all functions are performed in a safe, effective, and efficient manner.

WLCAC will monitor and evaluate the contract on a regular basis to ensure that contractual provisions are complied with and quality of service is met. WLCAC has a contract compliance team, composed of the agency's Contract Compliance Director, Technical Services Director and

other technical staff, Fiscal Manager and Human Resources Manager. This team will regularly meet to determine the degree of achievement of contractual activities and pinpoint the tasks that are not achieved. The team will compare planned and actual performances of the contract by utilizing such data as client ridership records, vehicle revenue hours, monthly statistical and financial reports. The team will also gather data through interviews and questionnaires of client, when appropriate.

In addition, the WLCAC Contract Compliance Director or the Project Manager, or the Assistant Project Manager or Road Supervisor, as well as WLCAC's Contract Compliance Director will conduct on-going independent random spot checks to evaluate service quality. From time to time, the Project Manager or the Assistant Project Manager or Road Supervisor will take unscheduled rides with drivers or use road supervision vehicle to evaluate the quality of service.

6. Describe the on-time performance standards your firm has established for its contract operations. Contractor should have maintained a minimum of 90 percent on-time performance of services operated over the last three years.

In an effort to provide service in which maximizes productivity and at the same time maximizing customer satisfaction, WLCAC has established the following on-time performance standards for its contract operations:

- It always adheres to meet the terms and conditions of all contractual provisions that it enters.
- It provides services as scheduled or according to any adjusted schedules; and strives to maintain on-time performance to the best of its capabilities.
- It operates vehicles with sufficient fuel to complete routes or arrive at destinations on time.
- It emphasizes to its vehicle operators (during employee orientations, regularly scheduled meetings and in-service training) the importance of on-time performance of services.
- All our supervisors constantly monitor the on-time performance of our vehicles. They are stationed at the point of origin and termination of each run during the hours of operation.

On Routes 1 and 3, because of the frequent Blue Line and the passage of 7 freight trains daily, we are unable to attain a 100% on-time performance. On Route 2, we have maintained a 99% plus on-time performance.

7. The ridership for the service may increase, requiring additional vehicles or more frequent service. Based on your past experience describe how your firms would address such an increase to the service.

In the event that the ridership for the service increases, WLCAC would request for capital funds to buy or lease additional vehicles and radios and to cover other start-up costs that may be incurred. The vehicles will be utilized to increase the frequency of services provided. WLCAC would also hire and recruit qualified drivers to operate the additional vehicles.

For instance, WLCAC experienced ridership increase in its DASH Watts in the past and LADOT increased the number of vehicles to accommodate the increased ridership. The increase in the number of vehicles has enabled WLCAC to increase the frequency of services provided to its clients.

Normally, if the increase leads only to 12 service hours a week for the program, there would be no need to get additional vehicles as well as supervisory staff. In such cases, only additional drivers may be required. However, if the increase were over 12 hours per week, additional vehicles, supervisory staff, and drivers may be needed; and will subsequently require the re-negotiation of the hourly service rate.

For instance, when the DASH Watts increased from 2 to 4 vehicles, an amendment was made to our contract and:

- increased the Operation Assistant's (Assistant Project Manager's) time on the project from 75% to 100%.
- added a Road Supervisor's position.
- adjusted the hourly service rate.

8. Describe how road supervision will be handled. Include number of road supervisors or other staff involved, number of hours/days of road supervision per week, and other pertinent information.

Road supervision will be handled as follows:

- Through the use of a two-way radio, the Road Supervisor will monitor drivers, that is, whether or not drivers are encountering any problems, and whether or not they are on schedule. The Project Manager and the Assistant Project Manager will also monitor drivers in the field.
- The Project Manager and the Assistant Project Manager will ride with drivers from time to time. This is to provide on-street supervision and a better quality of service. The road supervisor also assists in determining performance appraisals of drivers.

There will be a 100% Road Supervisor's position. The Road Supervisor will work 8 hours a day from 9:00 a.m. to 6:00 p.m., 40 hours a week, Tuesdays through Saturdays. Road supervision of early morning hours

and on Mondays will be handled by the Project Manager and the Assistant Project Manager.

The specific duties of the Road Supervisor are described as follows:

- Driving an administrative vehicle in the service area on a regular basis.
- Maintaining radio contact with the drivers at all times to inquire whether or not drivers and/or passengers are encountering any problems.
- Monitoring the timely operations of vehicles in the field as scheduled.
- Responding to all emergencies and calling emergency response agencies, such as, the police, paramedics, etc.
- Reviewing pre-inspection and shift change forms on a daily basis.
- Assisting drivers and advising them to detour in case of road emergencies.
- Surveying passengers randomly to determine satisfaction with services rendered, destination points, and peak travel times.
- Driving buses on a relief basis, as needed.

9. Describe your firm's proposed spare parts inventory program for any vehicles/components/equipment used for this transit service.

There is a designated inventory area where tires, oil, batteries, and brakes are stored. The parts inventory includes enough stock in storage at all times to supply half the fleet.

10. Specifically describe your approach to providing maintenance services. Describe your firm's Preventive Maintenance Inspection program for all vehicles, components, and equipment used in the transit service, including but not limited to engine, transmission, brakes, chassis, wheelchair lifts or ramps, air-conditioning, batteries, and compare this program to any applicable requirements. Describe follow-up procedures for any problems or defects noted on driver "squawk" sheet proposed for use in the operations of this transit service.

WLCAC will maintain all components of each bus, including its body, frame, furnishing, mechanical, electrical, hydraulic or other operating systems to be maintained in proper working condition free from damage and malfunction. It will also maintain the buses' appearance by keeping clean, including immediate graffiti removal, exterior washing at least biweekly, and interiors swept or vacuumed daily to remove all dirt and debris and shampooed as needed.

WLCAC has maintenance policies and procedures that have to be followed by all staff employed in the organization's transportation-related

programs. The policies and procedures as well as the recommended manufacturer's specifications, will be used as guides for preventive maintenance of the program vehicles.

WLCAC recognizes the importance of having a well-maintained, safe vehicles operating in its various programs. This is based on the belief that reputation and success of a transportation program depends in part upon routing preventive maintenance care given to its vehicles.

Proper maintenance is required to keep vehicles in safe operating condition. A series of forms is therefore provided to help management, drivers and mechanics keep vehicles in safe repair. The following is an outline of the WLCAC Preventive Maintenance Program.

OUTLINE OF WLCAC PREVENTIVE MAINTENANCE PROGRAM

An important part of any maintenance plan is the "Pre-Trip Inspection" that often indicates the need for non-schedules maintenance.

Complete safety check is given to all units before starting any run. This includes but not limited to the following:

- Tire inflation and general condition; make sure that there is a spare tire.
- Lights, reflectors; all lights must be burning and clean; reflectors must be unbroken and free from mud and dust; stop lights are checked with brake set.
- Windshield and rear-view mirrors must be clean; and mirrors adjusted.
- Brakes are tested; under no circumstances is any unit moved if the brake system is not operating properly.
- Windshield wiper, fans and horn are inspected.
- Condition of body is noted.
- Oil is checked as to quantity. Fuel is also checked.
- Steering mechanism is checked before leaving.
- Underneath of vehicles are checked for signs of leaks.

THE FOLLOWING ACCESSORIES MUST BE PRESENT

- Three (3) reflector flares handy in cab bracket or in steel tool box.
- Fire extinguisher of approved type, readily accessible.
- Tire jack, maintained in safe position.
- Wheel wrench and handle.
- Accident report cards or book kept in glove compartment.

MOTOR WARMED BEFORE TRAVEL

Unsafe equipment is not used by this organization nor are drivers expected to drive when it is known definitely to be unsafe, or lacking required safety accessories. When necessary to drive vehicle not in perfect working order, speed is reduced in keeping with condition of vehicle.

Unsafe vehicle is not to be turned over to the next driver until necessary repairs can be made. If vehicle is short of safety accessories, such as fuses being turned out, fire extinguisher fluid expended, supply will be replenished before turning vehicle over to relieving driver.

Final vehicle check is being made before turning vehicle over to relieving driver. Tires must be up, oil and water OK, and unit ready to operate when turned over to next driver. Unusual condition of vehicle is brought to the attention of the relieving driver.

Please refer to Drivers' Daily Report on next page.

WLCAC PREVENTIVE MAINTENANCE INSPECTION REPORT FORM

LEGEND:

- (✓) = ITEM IS OK
(X) = ADJUSTMENT MADE
(O) = REPAIRS NEEDED
(-) = NOT APPLICABLE

CIRCLE TYPE OF P.M. ACCOMPLISHED

- A PM - EVERY 3,000 MILES/45 DAYS
B PM - EVERY 6,000 MILES/90 DAYS
C PM - EVERY 12,000 MILES/180 DAYS
D PM - EVERY 24,000 MILES/360 DAYS

VEHICLE NUMBER _____

ODOMETER _____

DATE _____

REPAIR ORDER NUMBER _____

VEHICLE MAKE/MODEL _____

MECHANIC SIGNATURE _____

SUPERVISOR SIGNATURE _____

NO.	ITEM	MECH	NO.	ITEM	MECH	NO.	ITEM	MECH
INTERIOR								
1-1	REVIEW VEHICLE HISTORY/D.D.R'S		1-14	THROTTLE OPERATION		1-27	CLEAN ENGINE & ACCESSORIES	
1-2	IGNITION SWITCH		1-15	ENGINE OPERATION		1-28	AIR BRAKE/VACUUM LEAKDOWN	
1-3	ENTRY DOOR OPERATION, SEALS, & ADJ		1-16	PEDALS & PADS		1-29	WINDSHIELD & WINDOW GLASS COND.	
1-4	OIL PRESSURE WARNING SYSTEM		1-17	DRIVER SEAT & BELT CONDITION		1-30	AIR COND. OPERATION & TEMP.	
1-5	AIR PRESSURE WARNING SYSTEM		1-18	DRIVER MIRRORS & SUN VISOR		1-31	INTERIOR BODY, FLOOR & STANTIONS	
1-6	NEUTRAL START SAFETY SYSTEM		1-19	DRIVE TEST		1-32	SEATS AND UPHOLSTERY	
1-7	STARTER OPERATION		1-20	TRANSMISSION SHIFT		1-33	WHEEL CHAIR SECUREMENT & DEVICES	
1-8	GUGAGES, INSTRUMENTS & DASH LIGHTS		1-21	BRAKE PERFORMANCE		1-34	FIRE EXT. DATE, CHARGE & MOUNTING	
1-9	HORN		1-22	STEERING ACTION		1-35	ROAD WARNING DEVICES	
1-10	HEATER, DEFROST & FAN OPERATION		1-23	STEERING WHEEL & PLAY		1-36	FIRST AID KIT, CONTENTS & MOUNTING	
1-11	TURN SIGNAL OPERATION		1-24	PARKING BRAKE OPERATION		1-37	FAIRBOX MOUNTING & COND.	
1-12	WINDSHIELD WASHER & WIPERS		1-25	AIR GOVERNOR SETTING		1-38	STOP REQUEST OPERATION	
1-13	HEADLIGHTS & DIMMER SWITCH		1-26	ENGINE SHUTDOWN OPERATION		1-39	INTERIOR CLEANLINESS	
EXTERIOR								
2-1	ALL EXTERIOR LIGHTS & SIGNALS		2-6	AXLE FLANGE & LUG NUTS, OIL HUBS		2-11	EMERGENCY EXIT OPERATION	
2-2	BODY DAMAGE, LETTERING & APPEAR.		2-7	MUD FLAPS		2-12	EXHAUST TAIL PIPE	
2-3	BUMPER BOLTS & BRACKETS		2-8	TIRE SIDE WALL CONDITION		2-13	DESTINATION SIGN & OPERATION	
2-4	MIRROR CONDITION & MOUNTING		2-9	CONDITION OF ALL GLASS				
2-5	WINDSHIELD WIPER ARMS & BLADES		2-10	DOOR SEAL CONDITION				
ENGINE COMPARTMENT								
3-1	ANY VISIBLE LEAKAGE		3-12	PRESSURE TEST COOLING SYSTEM		3-23	INJECTOR LINES	
3-2	ENGINE OIL LEVEL		3-13	POWER STEERING FLUID/HYD. FLUID		3-24	THROTTLE CONTROL LINKAGE	
3-3	AUTO TRANSMISSION FLUID LEVEL		3-14	BRAKE FLUID		3-25	REAR ENGINE START CONTROLS	
3-4	COOLANT LEVEL & PROTECTION deg.		3-15	AIR CLEANER ASSEMBLY & FILTER		3-26	DRAIN FUEL/WATER SEPARATOR	
3-5	RADIATOR CAP		3-16	INTAKE MANIFOLDS & TUBES		3-27	EXHAUST MANIFOLDS	
3-6	RADIATOR CONDITION		3-17	CRANKCASE VENTILATION		3-28	EXHAUST FLANGE	
3-7	HOSES, CLAMPS & BELTS		3-18	DIST. CAP, ROTOR, COIL & WIRES		3-29	C TUNE UP (SPARK ENGINE)	
3-8	RADIATOR MOUNTING		3-19	CARBURETOR & CHOKE OPERATION		3-30	D TUNE UP (DIESEL ENGINE)	
3-9	RADIATOR SHROUD		3-20	FUEL FILTERS		3-31	D INSPECT TURBO CHARGER	
3-10	B WATER PUMP PLAY		3-21	PRIMER PUMP		3-32	CHANGE ENGINE OIL	
3-11	B FAN ASSEMBLY		3-22	FUEL PUMP (LEAKS)		3-33	REPLACE OIL FILTERS	
BATTERY & ELECTRICAL								
4-1	BATTERY SPECIFIC GRAVITY RANGE		4-4	STARTER DRAW _____ AMPS		4-7	BATTERY CABLES	
	HIGH _____ LOW _____		4-5	ALTERNATOR REGULATOR SETTING		4-8	BATTERY BOX & HOLDDOWNS	
4-2	RECORD CRANKING VOLTAGE			_____ VOLTS _____ AMPS		4-9	CLEAN BATTERY	
4-3	WATER LEVEL		4-6	BATTERY CONNECTIONS				
FRONT WHEELS								
5-1	RIM & WHEEL CONDITION		5-4	VALVE CAPS & STEMS		5-9	INSPECT BRAKE DRUMS	
5-2	LUG NUTS & STUDS		5-5	C TOE IN		5-10	BRAKE HOSES & CONNECTIONS	
5-3	TIRE CONDITION, REMOVE @ 4/32"		5-6	BC KING PIN PLAY		5-11	SHOCKS & MOUNTING	
	LF _____ TREAD DEPTH RF _____		5-7	HUB CAPS / OIL LEVEL				
	LF _____ TIRE PRESSURE RF _____		5-8	WHEEL SEALS				
UNDERCARRIAGE								
FRONT AXLE AREA			6-8	STEERING STOPS		6-16	LEVELING VALVES & LINKS	
6-1	WIRING & LOOMS		6-9	TIE ROD ENDS		6-17	LATERAL & RADIUS RODS & BUSHINGS	
6-2	LINES & FITTINGS		6-10	PINS, BUSHINGS, SHACKLES & BRKTS.		6-18	SLACK ADJUSTERS	
6-3	STEERING GEAR & U JOINTS		6-11	SPRING LEAVES		6-19	BRAKE ADJUSTMENT	
6-4	BC LUBRICATE THOROUGHLY		6-12	REBOUND CLIPS		6-20	BRAKE LINING _____ REMAINING	
6-5	PITMAN ARM		6-13	CENTER BOLTS		6-21	BRAKE CHAMBERS	
6-6	DRAO LINK		6-14	U-BOLTS & SADDLES		6-22	FRAME CROSSMEMBERS	
6-7	STEERING ARM		6-15	AIR SUSPENSION COMPONENTS		6-23	LOWER RADIATOR MOUNTINGS	

☐ A PM ONLY
☐ A & B PM ONLY

☐ C A, B & C PM ONLY
☐ D A-D PM COMPLETE

00058

LEGEND:

(✓) = ITEM IS OK
 (A) = ADJUSTMENT MADE
 (O) = REPAIRS NEEDED
 (-) = NOT APPLICABLE

WLCAC PREVENTIVE MAINTENANCE INSPECTION REPORT FORM

(CONTINUED)

UNDERCARRIAGE (CONT.)

5-24	UNDERSIDE OF ENGINE		6-37	AIR TANKS & BLEEDERS		6-49	CENTER BOLTS/U BOLTS/SADDLES	
5-25	ENGINE MOUNTS		6-38	AIR DRYER		6-50	AIR SUSPENSION COMPONENTS	
5-26	STARTER MOUNTING		6-39	AIR-FUEL-OIL LINES & FITTINGS		6-51	LEVELING VALVES	
5-27	OIL COOLER		DRIVELINE AREA			6-52	BRAKE LINING REMAINING	
TRANSMISSION AREA			6-40	YOKES, SPLINES & TUBE		6-53	BRAKE HOSES (CONDITION & LEAKS)	
6-28	MOUNTING/LEAKS		6-41	FLANGE BOLTS		6-54	BRAKE CHAMBERS	
6-29	CHANG. & 25 PLAINS & DIFFERENTIAL PISTON		6-42	UNIVERSAL JOINTS		6-55	SLACK ADJUSTERS	
5-30	BODY ATTACHMENTS TO FRAME		6-43	CENTER BEARINGS		6-56	BRAKE ADJUSTMENT	
6-31	CENTER FRAME & CROSSMEMBERS		6-44	FRAME & CROSSMEMBERS		6-57	INSPECT BRAKE DRUMS	
5-32	FUEL TANKS & STRAPS		6-45	WIRING LOOMS & HOSES		6-58	DIFFERENTIAL LEAKS/OIL LEVEL	
5-33	EXHAUST PIPE		REAR AXLE AREA			6-59	DIFFERENTIAL BREATHER	
5-34	MUFFLER		6-46	PINS, BUSHINGS, SHACKLES & BRACKETS		6-60	PINION PLAY	
5-35	TAIL PIPE		6-47	SPRING LEAVES		6-61	CHANGE GEAR OIL	
5-36	HANGERS		6-48	REBOUND CLIPS		6-62	REAR FRAME CROSSMEMBERS	

REAR WHEELS

7-1	RIM & WHEEL CONDITION			RRO TREAD DEPTH RRI				
7-2	LUG NUTS & STUDS			RRO TIRE PRESSURE RRI				
7-3	TIRE CONDITION/REMOVE @ 45T		7-4	VALVE CAPS & STEMS				
	LRO TREAD DEPTH LRI		7-5	WHEEL SEALS & GASKETS				
	LRO TIRE PRESSURE LRI		7-6	AXLES FOR LEAKS & STUDS				

WHEELCHAIR LIFT

3-1	LIFT DOOR OPERATION		3-6	CHECK MOUNTING & ALIGNMENT		8-12	COMPLETE CLEANING AND LUBE	
3-2	WARNING DEVICES & LIGHTS		3-7	INSPECT ALL HYD. FITTINGS & LINES		8-13	LUBE CHANNELS & DRIVE	
3-3	LIFT OPERATION (2 COMPLETE CYCLES)		3-8	INSPECT ALL ELECTRICAL CONNECTIONS		8-14	WHEELCHAIR SECUREMENT TRACKS	
3-4	INSPECT FOR STRESS CRACKS		3-9	CHECK ALL SWITCHES		8-15	W/C TIE DOWNS STORAGE	
3-5	CHECK FOR WORN OR MISSING PINS,		3-10	PLATFORM SAFETY BARRIER		8-16	CHECK BRAKE INTERLOCK SYSTEM	
	HINGES, LATCHES, PIVOTS & BUSHINGS		3-11	LUBE BARRIER HINGE				

COMMENTS:

A PM INCLUDES ONLY ITEMS MARKED A
 B PM INCLUDES ITEMS A AND B
 C PM INCLUDES ITEMS A, B, AND C
 D PM INCLUDES ALL ITEMS

00059

WLCAC

DRIVER'S DAILY REPORT

22611

BUS NO. _____ MILEAGE _____ DATE _____ ROUTE _____

OPEN HOOD & CHECK!

- ☐ COOLANT, OIL, BATTERY, WASHER FLUID LEVELS, FAN BELTS AND WIRING

ENTER BUS & CHECK!

- ☐ STEPS, GRAB HANDLES & RAILS, WINDOWS, WARNING DEVICES, FIRST AID KIT, FIRE EXTINGUISHER, CLEANLINESS & INSIDE EMERGENCY EXITS

- ☐ WHEELCHAIR LIFT OPERATION AND SECUREMENTS

RECORD ODOMETER READINGS

- ☐ CHECK IF P.M. IS DUE SHORTLY

START ENGINE & CHECK:

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

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

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

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

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

CONDITION OF THIS BUS IS:

- ☐ SATISFACTORY
- ☐ UNSATISFACTORY

REMARKS: _____

DRIVER'S SIGNATURE(S)	TIME	MECHANIC SIGNATURE(S)
1 _____	_____	1 _____
2 _____	_____	2 _____
3 _____	_____	
4 _____	_____	

DATE REPAIRS COMPLETED: _____

FORM (LA DOT/LACTO-101)

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00060

FUEL AND LUBE RECORD

A record of the fuel and oil used by each vehicle is maintained. The record maintained will include the following: the date the fuel is added; the actual quantity of fuel added by gallons to the nearest tenth (for example, 11.9 gallons rounded to 12 gallons); the amount of oil added; and the mileage listed on the odometer.

The information derived from this record is important for it documents fuel usage, provides an internal control for management, and serves as a means for pinpointing vehicles with unusually high fuel and oil consumption. The data is also utilized in monthly report to funding sources.

Please refer to "Daily/Shift Record of Fuel and Oil Dispensed" form on next page.

Date	Time	Tran	Acnt	Drivr	Vehcl	Odomtr	Keyboard	Type	Pump	Prod	Quantity	Price	Amount
MAR 23, 1998	06:25	0001	010	0451	7777	003210	77777777	0-Normal	03	03-PROPANE	00000.000	\$ 0.999	\$ 0000.00
MAR 23, 1998	06:36	0002	010	0451	7777	003210	77777777	0-Normal	01	01-UNLEADED GAS	00000.000	\$ 0.917	\$ 0000.00
MAR 23, 1998	07:11	0003	010	0451	7777	003210	77777777	0-Normal	03	03-PROPANE	00000.000	\$ 0.999	\$ 0000.00
MAR 23, 1998	07:54	0004	010	0451	7777	003210	77777777	0-Normal	01	01-UNLEADED GAS	00000.000	\$ 0.917	\$ 0000.00
MAR 23, 1998	08:05	0005	109	0434	7777	777777	77777777	0-Normal	01	01-UNLEADED GAS	00005.700	\$ 0.917	\$ 0005.23
MAR 23, 1998	08:21	0006	009	0489	7777	474242	77777777	0-Normal	01	01-UNLEADED GAS	00020.600	\$ 0.917	\$ 0019.89
MAR 23, 1998	08:28	0007	009	0350	7777	022522	77777777	0-Normal	01	01-UNLEADED GAS	00013.000	\$ 0.917	\$ 0011.92
MAR 23, 1998	08:48	0008	005	0406	7777	053173	77777777	0-Normal	01	01-UNLEADED GAS	00013.000	\$ 0.917	\$ 0011.92
MAR 23, 1998	09:19	0009	124	0466	7777	777777	77777777	0-Normal	03	03-PROPANE	00009.000	\$ 0.999	\$ 0007.99
MAR 23, 1998	09:29	0010	010	0451	7777	003210	77777777	0-Normal	03	03-PROPANE	00012.300	\$ 0.999	\$ 0012.29
MAR 23, 1998	09:45	0011	121	0343	7777	000770	77777777	0-Normal	01	01-UNLEADED GAS	00019.100	\$ 0.917	\$ 0017.51
MAR 23, 1998	11:41	0012	152	0403	7777	777777	77777777	0-Normal	01	01-UNLEADED GAS	00016.000	\$ 0.917	\$ 0014.67
MAR 23, 1998	12:54	0013	010	0451	7777	002491	77777777	0-Normal	03	03-PROPANE	00029.000	\$ 0.999	\$ 0029.97
MAR 23, 1998	13:00	0014	147	0340	7777	000770	77777777	0-Normal	01	01-UNLEADED GAS	00011.500	\$ 0.917	\$ 0010.55
MAR 23, 1998	13:12	0015	009	0000	7777	050730	77777777	0-Normal	01	01-UNLEADED GAS	00011.100	\$ 0.917	\$ 0010.18
MAR 23, 1998	13:16	0016	129	0423	7777	777777	77777777	0-Normal	01	01-UNLEADED GAS	00011.900	\$ 0.917	\$ 0010.91
MAR 23, 1998	13:22	0017	005	0170	7777	777777	77777777	0-Normal	01	01-UNLEADED GAS	00030.000	\$ 0.917	\$ 0027.51
MAR 23, 1998	13:26	0018	126	0466	7777	777777	77777777	0-Normal	03	03-PROPANE	00001.900	\$ 0.999	\$ 0001.90
MAR 23, 1998	13:55	0019	010	0451	7777	063928	77777777	0-Normal	03	03-PROPANE	00014.600	\$ 0.999	\$ 0014.59
MAR 23, 1998	14:03	0020	056	0349	7777	777777	77777777	0-Normal	01	01-UNLEADED GAS	00008.700	\$ 0.917	\$ 0007.98
MAR 23, 1998	14:44	0021	010	0451	7777	105032	77777777	0-Normal	03	03-PROPANE	00024.600	\$ 0.999	\$ 0024.58
MAR 23, 1998	15:24	0022	007	0417	7777	000000	77777777	0-Normal	01	01-UNLEADED GAS	00020.500	\$ 0.917	\$ 0018.55
MAR 23, 1998	15:40	0023	126	0466	7777	777777	77777777	0-Normal	03	03-PROPANE	00027.000	\$ 0.999	\$ 0026.99
MAR 23, 1998	15:42	0024	007	0123	7777	060777	77777777	0-Normal	01	01-UNLEADED GAS	00009.600	\$ 0.917	\$ 0007.39
MAR 23, 1998	15:42	0025	126	0466	7777	777777	77777777	0-Normal	03	03-PROPANE	00005.100	\$ 0.999	\$ 0005.09
MAR 23, 1998	15:52	0026	074	0424	7777	777777	77777777	0-Normal	01	01-UNLEADED GAS	00009.300	\$ 0.917	\$ 0008.53
MAR 23, 1998	16:02	0027	000	0402	7777	000000	77777777	0-Normal	01	01-UNLEADED GAS	00006.600	\$ 0.917	\$ 0006.05
MAR 23, 1998	16:26	0028	000	0139	7777	000000	77777777	0-Normal	01	01-UNLEADED GAS	00010.000	\$ 0.917	\$ 0009.17
MAR 23, 1998	16:30	0029	050	0406	7777	777777	77777777	0-Normal	01	01-UNLEADED GAS	00013.900	\$ 0.917	\$ 0012.75
MAR 23, 1998	16:33	0030	109	0434	7777	777777	77777777	0-Normal	01	01-UNLEADED GAS	00029.300	\$ 0.917	\$ 0026.37
MAR 23, 1998	17:06	0031	114	0200	7777	777777	77777777	0-Normal	01	01-UNLEADED GAS	00029.600	\$ 0.917	\$ 0026.82
MAR 23, 1998	17:13	0032	002	0415	7777	777777	77777777	0-Normal	01	01-UNLEADED GAS	00007.000	\$ 0.917	\$ 0006.42
MAR 23, 1998	17:55	0033	014	0300	7777	000000	77777777	0-Normal	02	02-DIESEL	00010.700	\$ 1.192	\$ 0012.75
MAR 23, 1998	18:01	0034	014	0300	7777	000000	77777777	0-Normal	02	02-DIESEL	00010.100	\$ 1.192	\$ 0011.92
MAR 23, 1998	18:09	0035	026	0447	7777	777777	77777777	0-Normal	01	01-UNLEADED GAS	00012.500	\$ 0.917	\$ 0011.46
MAR 23, 1998	18:42	0036	010	0277	7777	000000	77777777	0-Normal	03	03-PROPANE	00001.900	\$ 0.999	\$ 0001.85
MAR 23, 1998	18:50	0037	005	0171	7777	777777	77777777	0-Normal	01	01-UNLEADED GAS	00023.400	\$ 0.917	\$ 0021.46
MAR 23, 1998	19:14	0038	091	0297	7777	000000	77777777	0-Normal	01	01-UNLEADED GAS	00020.900	\$ 0.917	\$ 0019.72
MAR 23, 1998	19:30	0039	010	0407	7777	004700	77777777	0-Normal	03	03-PROPANE	00007.200	\$ 0.999	\$ 0007.13
MAR 23, 1998	19:43	0040	091	0254	7777	000000	77777777	0-Normal	01	01-UNLEADED GAS	00010.600	\$ 0.917	\$ 0010.47
MAR 23, 1998	19:54	0041	010	0207	7777	101041	77777777	0-Normal	03	03-PROPANE	00008.100	\$ 0.999	\$ 0008.05
MAR 23, 1998	20:04	0042	091	0400	7777	000000	77777777	0-Normal	01	01-UNLEADED GAS	00009.700	\$ 0.917	\$ 0008.89
MAR 23, 1998	20:38	0043	010	0406	7777	004770	77777777	0-Normal	03	03-PROPANE	00006.200	\$ 0.999	\$ 0006.14
MAR 23, 1998	21:00	0044	091	0296	7777	000000	77777777	0-Normal	01	01-UNLEADED GAS	00020.900	\$ 0.917	\$ 0019.72
MAR 23, 1998	21:22	0045	010	0226	7777	076237	77777777	0-Normal	02	02-DIESEL	00020.000	\$ 1.192	\$ 0023.85
MAR 23, 1998	21:29	0046	010	0205	7777	039357	77777777	0-Normal	03	03-PROPANE	00004.900	\$ 0.999	\$ 0004.86
MAR 23, 1998	21:32	0047	010	0205	7777	039357	77777777	0-Normal	03	03-PROPANE	00006.300	\$ 0.999	\$ 0006.79
MAR 23, 1998	21:37	0048	091	0253	7777	001985	77777777	0-Normal	01	01-UNLEADED GAS	00026.300	\$ 0.917	\$ 0024.12
MAR 23, 1998	22:10	0049	014	0307	7777	110516	77777777	0-Normal	02	02-DIESEL	00023.400	\$ 1.192	\$ 0027.85
MAR 23, 1998	22:11	0050	091	0479	7777	000000	77777777	0-Normal	01	01-UNLEADED GAS	00012.100	\$ 0.917	\$ 0011.10
MAR 23, 1998	22:15	0051	014	0310	7777	000000	77777777	0-Normal	02	02-DIESEL	00009.300	\$ 1.192	\$ 0011.08
MAR 23, 1998	22:39	0052	091	0299	7777	000000	77777777	0-Normal	01	01-UNLEADED GAS	00020.000	\$ 0.917	\$ 0018.34
MAR 23, 1998	23:27	0053	091	0239	7777	026781	77777777	0-Normal	01	01-UNLEADED GAS	00019.400	\$ 0.917	\$ 0017.79

FEB 22, 1998	11:17	0012	014	0307	????	114619	??????????	0-Normal	02	02-DIESEL	00059.400	\$ 1.306	\$ 0077.58
FEB 22, 1998	12:51	0012	014	0307	????	114619	??????????	0-Normal	02	02-DIESEL	00059.400	\$ 1.306	\$ 0077.58
FEB 22, 1998	16:02	0014	014	0057	????	048021	??????????	0-Normal	01	01-UNLEADED GAS	00019.000	\$ 1.245	\$ 0023.66
FEB 23, 1998	18:02	0026	014	0315	????	125003	??????????	0-Normal	02	02-DIESEL	00035.300	\$ 1.306	\$ 0046.10
FEB 23, 1998	20:20	0037	014	0318	????	048021	??????????	0-Normal	02	02-DIESEL	00035.300	\$ 1.306	\$ 0046.10
FEB 23, 1998	20:34	0037	014	0318	????	048021	??????????	0-Normal	02	02-DIESEL	00035.300	\$ 1.306	\$ 0046.10
FEB 23, 1998	20:50	0041	014	0308	????	048021	??????????	0-Normal	02	02-DIESEL	00035.300	\$ 1.306	\$ 0046.10
FEB 23, 1998	21:51	0044	014	0309	????	098078	??????????	0-Normal	02	02-DIESEL	00008.900	\$ 1.306	\$ 0011.62
FEB 23, 1998	23:50	0049	014	0057	????	048129	??????????	0-Normal	01	01-UNLEADED GAS	00025.300	\$ 1.245	\$ 0031.50
FEB 24, 1998	21:39	0046	014	0250	????	059050	??????????	0-Normal	02	02-DIESEL	00026.700	\$ 1.306	\$ 0034.97
FEB 24, 1998	22:22	0043	014	0309	????	098963	??????????	0-Normal	02	02-DIESEL	00013.900	\$ 1.306	\$ 0018.15
FEB 24, 1998	22:40	0049	014	0318	????	002341	??????????	0-Normal	02	02-DIESEL	00012.400	\$ 1.306	\$ 0016.19
FEB 25, 1998	00:23	0001	014	0057	????	048037	??????????	0-Normal	01	01-UNLEADED GAS	00023.700	\$ 1.245	\$ 0029.51
FEB 25, 1998	10:32	0047	014	0057	????	048345	??????????	3-First	01	01-UNLEADED GAS	00000.000	\$ 1.245	\$ 0000.00
FEB 25, 1998	10:35	0049	014	0057	????	048345	??????????	3-First	01	01-UNLEADED GAS	00000.000	\$ 1.245	\$ 0000.00
FEB 25, 1998	10:45	0051	014	0057	????	048354	??????????	3-First	01	01-UNLEADED GAS	00000.000	\$ 1.245	\$ 0000.00
FEB 25, 1998	21:02	0057	014	0315	????	126114	??????????	0-Normal	02	02-DIESEL	00035.400	\$ 1.306	\$ 0046.23
FEB 25, 1998	22:23	0063	014	0309	????	099041	??????????	0-Normal	02	02-DIESEL	00010.400	\$ 1.306	\$ 0015.50
FEB 26, 1998	10:13	0044	014	0250	????	159250	??????????	4-MPD	02	02-DIESEL	00021.900	\$ 1.306	\$ 0029.60
FEB 26, 1998	21:33	0050	014	0057	????	048452	??????????	0-Normal	01	01-UNLEADED GAS	00001.000	\$ 1.245	\$ 0002.24
FEB 26, 1998	21:57	0059	014	0057	????	048452	??????????	0-Normal	01	01-UNLEADED GAS	00047.900	\$ 1.245	\$ 0059.64
FEB 26, 1998	22:50	0062	014	0309	????	099000	??????????	0-Normal	02	02-DIESEL	00007.400	\$ 1.306	\$ 0009.66
FEB 26, 1998	23:22	0063	014	0309	????	094467	??????????	0-Normal	02	02-DIESEL	00010.300	\$ 1.306	\$ 0013.45
FEB 26, 1998	03:39	0065	014	0310	????	002430	??????????	0-Normal	02	02-DIESEL	00013.300	\$ 1.306	\$ 0017.57
FEB 27, 1998	03:27	0062	014	0309	????	094543	??????????	0-Normal	02	02-DIESEL	00012.200	\$ 1.306	\$ 0016.93
FEB 27, 1998	03:36	0064	014	0315	????	126313	??????????	0-Normal	02	02-DIESEL	00042.500	\$ 1.306	\$ 0055.61
FEB 27, 1998	03:43	0066	014	0309	????	099117	??????????	0-Normal	02	02-DIESEL	00005.500	\$ 1.306	\$ 0007.49
FEB 28, 1998	00:11	0001	014	0057	????	048550	??????????	0-Normal	01	01-UNLEADED GAS	00000.100	\$ 1.245	\$ 0000.76
FEB 28, 1998	02:13	0002	014	0050	????	159371	??????????	0-Normal	02	02-DIESEL	00016.000	\$ 1.306	\$ 0021.16
FEB 28, 1998	10:32	0016	014	0250	????	159455	??????????	0-Normal	02	02-DIESEL	00011.700	\$ 1.306	\$ 0015.20
FEB 28, 1998	19:14	0020	014	0309	????	099160	??????????	0-Normal	02	02-DIESEL	00009.400	\$ 1.306	\$ 0012.29

Usage Total

Product 01 - UNLEADED GAS	470.500	Gallon	\$	588.84
Product 02 - DIESEL	1318.300	Gallon	\$	1724.46

\$ 2313.30

Account #014
 Account name : WILLOWBROOK FIXED ROUTE
 Account address : 10950 S. CENTRAL AVENUE
 LOS-ANGELES, CALIFORNIA 90059

Date	Time	Tran	Acnt	Drivr	Vehcl	Odomtr	Keyboard	Type	Pump	Prod	Quantity	Price	Amount
FEB 02, 1998	21:42	0042	014	0057	7777	046663	7777777777	0-Normal	01	01-UNLEADED GAS	00040.200	\$ 1.289	\$ 0051.82
FEB 02, 1998	22:07	0044	014	0258	7777	158274	7777777777	0-Normal	02	02-DIESEL	00012.000	\$ 1.342	\$ 0016.10
FEB 02, 1998	23:22	0049	014	0310	7777	002158	7777777777	0-Normal	02	02-DIESEL	00016.200	\$ 1.342	\$ 0021.74
FEB 02, 1998	23:41	0049	014	0308	7777	093660	7777777777	0-Normal	02	02-DIESEL	00021.000	\$ 1.342	\$ 0029.26
FEB 03, 1998	00:24	0001	014	0057	7777	055243	7777777777	0-Normal	01	01-UNLEADED GAS	00004.100	\$ 1.289	\$ 0005.29
FEB 04, 1998	00:02	0001	014	0308	7777	093143	7777777777	0-Normal	02	02-DIESEL	00011.300	\$ 1.342	\$ 0015.16
FEB 04, 1998	00:20	0003	014	0310	7777	001345	7777777777	0-Normal	02	02-DIESEL	00016.400	\$ 1.342	\$ 0022.01
FEB 04, 1998	00:41	0005	014	0057	7777	046771	7777777777	0-Normal	01	01-UNLEADED GAS	00025.300	\$ 1.289	\$ 0032.61
FEB 04, 1998	01:35	0048	014	0258	7777	001589	7777777777	2-Handle	02	02-DIESEL	00020.000	\$ 1.342	\$ 0028.00
FEB 04, 1998	01:37	0050	014	0258	7777	158479	7777777777	2-Handle	02	02-DIESEL	00020.000	\$ 1.342	\$ 0028.00
FEB 05, 1998	01:58	0070	014	0258	7777	158569	7777777777	0-Normal	02	02-DIESEL	00040.400	\$ 1.306	\$ 0052.76
FEB 05, 1998	02:01	0074	014	0310	7777	001493	7777777777	0-Normal	02	02-DIESEL	00023.600	\$ 1.306	\$ 0030.82
FEB 05, 1998	02:33	0076	014	0308	7777	093317	7777777777	0-Normal	02	02-DIESEL	00027.400	\$ 1.306	\$ 0035.78
FEB 05, 1998	02:20	0090	014	0057	7777	046971	7777777777	0-Normal	01	01-UNLEADED GAS	00042.000	\$ 1.245	\$ 0052.29
FEB 05, 1998	02:46	0092	014	0315	7777	124622	7777777777	0-Normal	02	02-DIESEL	00056.600	\$ 1.306	\$ 0073.92
FEB 06, 1998	02:12	0043	014	0258	7777	155691	7777777777	0-Normal	02	02-DIESEL	00013.300	\$ 1.306	\$ 0017.37
FEB 06, 1998	02:19	0053	014	0310	7777	001576	7777777777	0-Normal	02	02-DIESEL	00014.000	\$ 1.306	\$ 0019.33
FEB 06, 1998	02:44	0054	014	0057	7777	047248	7777777777	0-Normal	01	01-UNLEADED GAS	00026.600	\$ 1.245	\$ 0033.07
FEB 08, 1998	09:29	0006	014	0307	7777	011355	7777777777	0-Normal	02	02-DIESEL	00032.100	\$ 1.306	\$ 0041.92
FEB 08, 1998	10:20	0009	014	0258	7777	155779	7777777777	4-MPD	02	02-DIESEL	00004.000	\$ 1.306	\$ 0006.27
FEB 08, 1998	10:21	0010	014	0057	7777	147167	7777777777	0-Normal	01	01-UNLEADED GAS	00017.600	\$ 1.245	\$ 0021.91
FEB 08, 1998	11:20	0013	014	0308	7777	093460	7777777777	0-Normal	02	02-DIESEL	00030.300	\$ 1.306	\$ 0039.57
FEB 09, 1998	02:27	0047	014	0308	7777	093541	7777777777	0-Normal	02	02-DIESEL	00014.200	\$ 1.306	\$ 0018.55
FEB 09, 1998	02:59	0050	014	0307	7777	011366	7777777777	0-Normal	02	02-DIESEL	00020.000	\$ 1.306	\$ 0027.16
FEB 09, 1998	02:01	0055	014	0310	7777	017109	7777777777	0-Normal	02	02-DIESEL	00013.700	\$ 1.306	\$ 0017.89
FEB 09, 1998	03:06	0060	014	0315	7777	124798	7777777777	3-First	02	02-DIESEL	00000.000	\$ 1.306	\$ 0000.00
FEB 09, 1998	03:13	0061	014	0315	7777	124799	7777777777	0-Normal	02	02-DIESEL	00031.200	\$ 1.306	\$ 0043.36
FEB 10, 1998	03:06	0042	014	0057	7777	047081	7777777777	0-Normal	01	01-UNLEADED GAS	00019.000	\$ 1.245	\$ 0024.00
FEB 10, 1998	03:06	0043	014	0310	7777	007199	7777777777	4-MPD	02	02-DIESEL	00013.700	\$ 1.306	\$ 0017.89
FEB 10, 1998	03:27	0056	014	0308	7777	093634	7777777777	0-Normal	02	02-DIESEL	00014.000	\$ 1.306	\$ 0018.28
FEB 11, 1998	03:16	0035	014	0315	7777	012499	7777777777	0-Normal	02	02-DIESEL	00031.500	\$ 1.306	\$ 0041.14
FEB 11, 1998	03:51	0041	014	0057	7777	047484	7777777777	0-Normal	01	01-UNLEADED GAS	00020.700	\$ 1.245	\$ 0025.77
FEB 11, 1998	03:37	0043	014	0307	7777	113867	7777777777	0-Normal	02	02-DIESEL	00043.100	\$ 1.306	\$ 0056.29
FEB 11, 1998	03:34	0056	014	0308	7777	093731	7777777777	0-Normal	02	02-DIESEL	00015.000	\$ 1.306	\$ 0019.59
FEB 12, 1998	01:30	0046	014	0057	7777	047529	7777777777	0-Normal	01	01-UNLEADED GAS	00013.500	\$ 1.245	\$ 0016.81
FEB 13, 1998	01:07	0052	014	0308	7777	093820	7777777777	0-Normal	02	02-DIESEL	00014.300	\$ 1.306	\$ 0018.68
FEB 13, 1998	01:49	0054	014	0315	7777	125205	7777777777	0-Normal	02	02-DIESEL	00039.000	\$ 1.306	\$ 0050.93
FEB 13, 1998	02:58	0058	014	0057	7777	047837	7777777777	0-Normal	01	01-UNLEADED GAS	00025.000	\$ 1.245	\$ 0031.13
FEB 13, 1998	02:59	0059	014	0307	7777	114074	7777777777	0-Normal	02	02-DIESEL	00044.300	\$ 1.306	\$ 0057.86
FEB 15, 1998	00:13	0012	014	0315	7777	125291	7777777777	0-Normal	02	02-DIESEL	00014.900	\$ 1.306	\$ 0019.46
FEB 15, 1998	09:21	0015	014	0057	7777	047727	7777777777	0-Normal	01	01-UNLEADED GAS	00020.500	\$ 1.245	\$ 0025.52
FEB 15, 1998	10:48	0020	014	0307	7777	114155	7777777777	0-Normal	02	02-DIESEL	00018.600	\$ 1.306	\$ 0024.29
FEB 15, 1998	10:52	0021	014	0308	7777	093829	7777777777	0-Normal	02	02-DIESEL	00007.200	\$ 1.306	\$ 0009.22
FEB 17, 1998	01:30	0048	014	0308	7777	090539	7777777777	0-Normal	02	02-DIESEL	00016.000	\$ 1.306	\$ 0020.90
FEB 18, 1998	00:27	0053	014	0258	7777	056895	7777777777	4-MPD	02	02-DIESEL	00018.000	\$ 1.306	\$ 0024.55
FEB 18, 1998	02:53	0056	014	0310	7777	001926	7777777777	0-Normal	02	02-DIESEL	00020.500	\$ 1.306	\$ 0026.77
FEB 18, 1998	02:53	0059	014	0307	7777	114332	7777777777	4-MPD	02	02-DIESEL	00039.000	\$ 1.306	\$ 0051.98
FEB 19, 1998	02:59	0060	014	0315	7777	012550	7777777777	0-Normal	02	02-DIESEL	00037.200	\$ 1.306	\$ 0048.58
FEB 19, 1998	02:32	0063	014	0308	7777	094077	7777777777	0-Normal	02	02-DIESEL	00018.000	\$ 1.306	\$ 0024.55
FEB 19, 1998	03:11	0047	014	0310	7777	002025	7777777777	0-Normal	02	02-DIESEL	00009.700	\$ 1.306	\$ 0012.67
FEB 20, 1998	03:46	0040	014	0315	7777	012581	7777777777	0-Normal	02	02-DIESEL	00040.500	\$ 1.306	\$ 0052.89
FEB 20, 1998	03:18	0044	014	0308	7777	094242	7777777777	0-Normal	02	02-DIESEL	00021.700	\$ 1.306	\$ 0028.34
FEB 20, 1998	03:01	0047	014	0310	7777	002113	7777777777	0-Normal	02	02-DIESEL	00030.000	\$ 1.306	\$ 0039.18
FEB 20, 1998	03:52	0052	014	0057	7777	047931	7777777777	0-Normal	01	01-UNLEADED GAS	00045.400	\$ 1.245	\$ 0056.52
FEB 22, 1998	00:56	0007	014	0308	7777	094316	7777777777	0-Normal	02	02-DIESEL	00013.100	\$ 1.306	\$ 0017.11

WEEKLY INSPECTION REPORT

This report (please refer to attached form) serves as a required record for periodic inspection by the Maintenance Manager and the Driver. It has an easy check-off list that once completed will provide a report as to the overall condition of subject vehicle. All items marked "NO" are defects and must be explained by the Maintenance Manager.

Any defect requiring in-shop repair must have a completed WLCAC Purchase Requisition made out noting the defect or condition. This form must be signed by the Project Manager, the project designated Accountant and the President.

Examples of Defects

- Broken windshield
- Worn wiper blade
- Horn inoperative
- No brake lights
- Left or right turn signal not working
- Loose, worn, broken fan belt

Examples of Condition(s)

- Vehicle won't start or hard to start
- Vehicle backfires, smokes when running
- unusual engine noise
- Vehicle overheating
- Using excessive oil or gas
- Oil or fluid leak

Defect and conditions such as those listed above normally require replacement and/or repair. The Head Mechanic determines what is feasible. Part and labor costs are listed on the Purchase Order that signed by the Project Manager and the President. There is a Work Order that notes in detail all work performed on subject vehicle, all parts purchased and/or replaced. In some cases, it is necessary to attach copies of invoices for parts. The Project Manager initiating the Original Requisition or his/her designee signs this work order once the vehicle has been repaired to their satisfaction. The Project Manager checks to make sure that all defects and conditions have been properly taken care of and that all of the paperwork is in proper order.

ITEMS REQUIRING BIDS

Some parts because of their costs require bids. All request for bid quotes will have the following:

- Specification(s) for part

- Quantity
- Manufacture's name, item #, if appropriate
- Recommended use(s)
- Warranty information
- Availability
- Unit cost of item

All responses to such request should be on the vendor's letterhead or on WLCAC's "Request for Quotation" form.

Vehicles that have defects that cannot be corrected by WLCAC's maintenance personnel are sent out to a dealer or specialty shops following appropriate bidding procedures.

WLCAC WEEKLY INSPECTION
REPORT FORM

BUS NUMBER _____ MILEAGE _____ DATE _____ PM DUE _____

LICENSE # _____

LEGEND:

- LEGEND
(✓) = ITEM IS OK
(X) = ADJUSTMENTS MADE
(O) = REPAIRS NEEDED
(-) = NOT APPLICABLE

MECH

REVIEW VEHICLE HISTORY D.D.R.'S

OPEN HOOD & CHECK

OPEN HOOD & CHECK	
COOLANT LEVEL & CONDITION	
ENGINE OIL LEVEL	
WASHER FLUID LEVELS	
FAN BELT CONDITION & ADJUSTMENT	
BATTERY WATER LEVEL & CONDITION OF TERMINALS	
CHECK CONDITION OF WIRE LOOMS & ALL WIRES	
BRAKE MASTER CYLINDER FLUID LEVEL	

ENTER BUS AND CHECK

ENTER BUS AND CHECK	
STEPS & CONDITION OF FLOORING	
GRAB HANDLES & RAILS SECURED	
CONDITION OF WINDOWS	
WARNING LABELS & PLACARDS IN PLACE	
FIRST AID KIT CONTENTS & MOUNTING	
FIRE EXTINGUISHER CHARGE & DATED TAG	
INSIDE EMERGENCY EXITS	
INTERIOR CLEANLINESS	

START ENGINE & CHECK

START ENGINE & CHECK		
NEUTRAL SAFETY SWITCH OPERATION		
GEAR SHIFT LEVER OPERATION		
SERVICE BRAKE WARNING BUZZER & LIGHT		
BRAKE INTERLOCK OPERATION		
STEERING WHEEL PLAY		
WINDSHIELD WIPES & WASHERS		
HEATER AND DEFROSTER OPERATION		
AIR CONDITIONING OPERATION & TEMP		
HORN BUTTON AND OPERATION		
SERVICE DOORS OPEN & CLOSE		
ALL MIRRORS		
OPERATION OF ALL DASHBOARD GAUGES		
PARKING BRAKE WARNING BUZZER & LIGHT		
DRIVERS SEAT AND SEAT BELTS		
SERVICE BRAKE OPERATION		
CHECK ENGINE PERFORMANCE		
CHECK RADIO TRANSMITTING & RECEIVING		

DRIVE BUS FORWARD AND APPLY BRAKES
ACTIVATE ALL LIGHTS & CHECK:

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

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

RIGHT FRONT WHEEL & TIRE AND PRESSURE	
RIGHT SIDE MARKER LAMPS	
TURN SIGNAL LIGHTS AND REFLECTORS	
RIGHT REAR VIEW MIRROR AND MOUNTING	
HEADLIGHTS & TURN SIGNALS	
CLUSTER, CLEARANCE AND ID LIGHTS	
DESTINATION SIGN OPERATION	
WINDSHIELD CONDITION	
LEFT REAR VIEW MIRROR AND MOUNTING	
LEFT FRONT WHEEL & TIRE AND PRESSURE	
DRIVERS SIDE WINDOW CONDITION	
LEFT SIDE MARKER LAMPS & TURN SIGNAL	
LIGHTS & REFLECTORS	
LEFT REAR WHEELS & TIRES AND PRESSURE	
EXHAUST SYSTEMS FOR LEAKS	
LOOK UNDER BUS FOR LEAKS	
REAR CLUSTER, CLEARANCE AND ID LIGHTS	
TAILLIGHTS, TURN SIGNALS, & REFLECTORS	
RIGHT REAR WHEELS & TIRES AND PRESSURE	
FUEL TANK FILLER AND TANK CAPS	
NOTE ANY BODY DAMAGE IN COMMENT SECTION	
CYCLE WHEELCHAIR LIFT (2 CYCLES)	
CHECK LIFT FOR CRACKS & MALFUNCTIONS	
CHECK CONDITION OF WHEELCHAIR SECUREMENTS	

CONDITION OF THIS BUS IS:

CONDITION OF THIS BUS IS:	
SATISFACTORY	
UNSATISFACTORY	

REMARKS:

MECHANICS SIGNATURE: _____

GWTNFRM5805, 1-07

SUPERVISORS SIGNATURE:

00067

PREVENTIVE MAINTENANCE OF AIR CONDITIONING SYSTEMS

All vehicles will receive four (4) maintenance inspections per year. The inspections and maintenance will include the following: checking operating charge, adjusting belts, cleaning filters and changing refrigerator filters. Freon pump down valves will also be installed on vehicles if not so equipped. The California Transport Refrigeration Company will provide the maintenance of air conditioning systems.

MAINTENANCE OF WHEELCHAIR LIFTS

WLCAC will utilize the services of Mac's Liftgate to maintain wheelchair lifts of all vehicles that are wheelchair accessible.

MAINTENANCE OF TWO-WAY RADIOS

WLCAC will maintain its two-way radio equipment system as needed.

11. **Describe how your firm would respond to vehicle breakdowns. (ADA requires lift passengers to be picked up within 30 minutes of a lift failure. The County requires a back-up vehicle to arrive within 30 minutes after a vehicle breakdown). If your yard is more than 30 minutes from the service area, describe what steps you will take to insure the 30 minute response (including preparation time before the back-up vehicle is dispatched).**

In the event of vehicle breakdowns or accidents, the following procedures will be followed:

- When a vehicle breaks down in the field, a back-up vehicle is immediately dispatched. Then, the Head Mechanic and the Assistant Project Manager or Road Supervisor will be dispatched to the location of the vehicle immediately in order to start the vehicle. If the Head Mechanic and the Assistant Manager or Road Supervisor cannot start the vehicle, a tow truck will be dispatched to tow the vehicle to a repair shop. The 30-minute time limit will not be a problem for our organization, since the vehicle storage facility of the project is located within 5 to 10 minutes of the service area.
- In case of accidents, there is a procedure in place that instructs drivers to contact the project office via a two-way radio immediately. If the situation warrants it, the Project Manager or other staff at the project office call for police and/or paramedics assistance. A supervisor and a backup vehicle will be dispatched to the location.

12. **Describe what steps your firm will take to promptly repair/replace County-owned vehicles or County-owned equipment which may be damaged or destroyed while in your possession or under your control.**

All County-owned vehicles will be promptly repaired. We have a competent body and fender repair technician on site. If the repairs needed are beyond the scope of our on-site technician and mechanics, the vehicles will be taken to a specialty shop.

13. **Has your firm been cited or fined at any time during the past five years by the CHP, or any other regulatory agency for improper maintenance or for accidents caused by improper maintenance?**

YES _____ (explain) NO X

Submit four recent CHP Terminal Inspections including any "Unsatisfactory" ratings in the past five years.

Within the past five years, we have received five (5) "Satisfactory" terminal inspections. Please refer to the attached CHP Terminal Inspections.

SAFETY COMPLIANCE REPORT/
TERMINAL RECORD UPDATE

CHP 343 (Rev 6-96) OPI 062

☐ This report includes CONFIDENTIAL pages.

TERMINAL MAILING ADDRESS (NUMBER, STREET, CITY, STATE, ZIP CODE) (IF DIFFERENT FROM STREET ADDRESS)

COUNTY/CODE NUMBER

LA / 19

LICENSE AND FLEET INFORMATION

HM Lic No.	HWT Reg. No.	IMS Lic. No.	LOCATION CODE	SUBAREA	STATUS
Exp. date	Exp. date	Exp. date	590	C-13 B	<input checked="" type="checkbox"/> ACTIVE <input type="checkbox"/> INACTIVE
TRUCKS AND TYPES	TRAILERS AND TYPES	BUSES BY TYPE	REG. CT.	HW. VEHL	HW. CONT. DRIVERS
		1- 8 2- 20			44

EMERGENCY CONTACTS (In Calling Order of Preference)

EMERGENCY CONTACT (NAME)	DAY PHONE NO. (INCLUDE AREA CODE)	NIGHT PHONE NO. (INCLUDE AREA CODE)
TED WATKINS	(213) 563-5639	(213) 563-5639
EMERGENCY CONTACT (NAME)	DAY PHONE NO. (INCLUDE AREA CODE)	NIGHT PHONE NO. (INCLUDE AREA CODE)
ADDIE HEARD	(213) 563-5696	(310) 631-1485

CHECK THE ESTIMATED TERMINAL MILEAGE WITHIN
CALIFORNIA DURING THE LAST YEAR
YEAR 1996

- A ☐ Under 15,000
 B ☐ 15,001 — 50,000
 C ☐ 50,001 — 100,000
 D ☒ 100,001 — 500,000
 E ☐ 500,001 — 1,000,000
 F ☐ 1,000,001 — 2,000,000
 G ☐ 2,000,001 — 5,000,000
 H ☐ 5,000,001 — 10,000,000
 I ☐ More than 10,000,000

OPERATING AUTHORITIES

CALIFORNIA PUC NUMBERS

T—	T—	T—
PSG <input type="checkbox"/> TCP <input type="checkbox"/> PSC	PSG <input type="checkbox"/> TCP <input type="checkbox"/> PSC	PSG <input type="checkbox"/> TCP <input type="checkbox"/> PSC
ICC NUMBERS		DOT NUMBER
<input type="checkbox"/> MC <input type="checkbox"/> MX	<input type="checkbox"/> MC <input type="checkbox"/> MX	U.S. DOT

REASON FOR INSPECTION

INSPECTION CATEGORY

ANNUAL BUS TERMINAL INSPECTION

INSPECTION FINDINGS (number of violations)

MAINTENANCE PROGRAM	DRIVER RECORDS	DRIVER HOURS	BRAKES	LAMPS/SIGNALS
1				2
CONNECTING DEVICES	STEERING & SUSPENSION	TIRES & WHEELS	EQUIPMENT REQUIREMENTS	CONTAINERS/TANKS
	2		11	
HAZARDOUS MATERIALS	<input checked="" type="checkbox"/> No H/M transported <input type="checkbox"/> No H/M violations noted		VEHICLES PLACED OUT-OF-SERVICE	

INSPECTION RATINGS: S=Satisfactory U=Unsatisfactory C=Conditional UR=Unrated N/A=Not applicable

MAINTENANCE PROGRAM	DRIVER RECORDS	REG. EQUIPMENT	HAZARDOUS MATERIALS	TERMINAL
1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 NA 2 NA 3 NA 4 NA	1 S 2 S 3 S 4 S
No. 9 Time 00	No. 22 Time 6:00	No. 9 Time 4:00	TIME	TIME IN TIME OUT
CONTAINERS/TANKS	VAPOR RECOVERY SYSTEMS	BIT NON-BIT FEE DUE	CHP 345 ISSUED	CHP 1000 COLUMN NO.
No. Time	Tests witnessed	<input type="checkbox"/> I <input type="checkbox"/> R <input checked="" type="checkbox"/> X	<input type="checkbox"/> Yes <input type="checkbox"/> No	CARRIER TYPE CODE
				BUS S

INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY)

10950 SOUTH CENTRAL AVENUE LOS ANGELES, CA 90059

INSPECTED BY (NAME)

R. RATLIFF

I.D. NUMBER

A8938

SUSPENSE DATE

☒ Auto ☐ None

MOTOR CARRIER CERTIFICATION

I hereby certify that all violations recorded on the attached pages (2 through), will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the Motor Carrier Safety Unit Supervisor at () within 5 calendar days of the rating.

CURRENT TERMINAL RATING	CARRIER REPRESENTATIVE'S SIGNATURE	DATE
SATISFACTORY	<i>Kory Carothers</i>	11/20/97
CARRIER REPRESENTATIVE'S PRINTED NAME	TITLE	CA DRIVER'S LICENSE NUMBER
Kory Carothers	RATLIFF, Director	

Destroy previous editions.

00071

10950 S CENTRAL AVE LOS ANGELES, CA 90059

10-15-97
10-21-97WATKINS LABOR COMMUNITY
ACTION COMMITTEECA
FCN80792
37333

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

SAFETY COMPLIANCE REPORT/
TERMINAL RECORD UPDATE

CHP 343 (Rev 3-96) OPI 062

TERMINAL INFORMATION CHANGED

☐ Yes ☒ No

TELEPHONE NUMBER (INCLUDE AREA CODE)

213-563-5639

DATE OF LAST MISTAKE UPDATE

☐ CHP 362 10-8-94☒ CHP 343

TERMINAL MAILING ADDRESS (NUMBER, STREET, CITY, STATE, ZIP CODE) (IF DIFFERENT FROM STREET ADDRESS)

COUNTY/CODE NUMBER

LA-19

LICENSE AND FLEET INFORMATION

HM Lic No.	HWT Reg. No.	IMS Lic. No.	LOCATION CODE	SUBAREA NUMBER		
Exp. date	Exp. date	Exp. date	590	C-13B		
TRUCKS AND TYPES	TRAILERS AND TYPES	BUSES BY TYPE	REG. CT.	HW. VEHL	HW. CONT.	DRIVERS
-	-	7	16			21

EMERGENCY CONTACTS (In Calling Order of Preference)

EMERGENCY CONTACT (NAME)	DAY PHONE NO. (INCLUDE AREA CODE)	NIGHT PHONE NO. (INCLUDE AREA CODE)
TED WATKINS	213-563-5639	
EMERGENCY CONTACT (NAME)	DAY PHONE NO. (INCLUDE AREA CODE)	NIGHT PHONE NO. (INCLUDE AREA CODE)
ADDIE HEARD	213-563-5639	

CHECK THE ESTIMATED TERMINAL MILEAGE WITHIN CALIFORNIA DURING THE LAST YEAR
YEAR 1995

- A ☐ Under 15,000
B ☒ 15,001 — 50,000
C ☐ 50,001 — 100,000
D ☐ 100,001 — 500,000
E ☐ 500,001 — 1,000,000
F ☐ 1,000,001 — 2,000,000
G ☐ 2,000,001 — 5,000,000
H ☐ 5,000,001 — 10,000,000
I ☐ More than 10,000,000

OPERATING AUTHORITIES
CALIFORNIA PUC NUMBERS

T—	T—	T—
PSG <input type="checkbox"/> TCP <input type="checkbox"/> PSC	PSG <input type="checkbox"/> TCP <input type="checkbox"/> PSC	PSG <input type="checkbox"/> TCP <input type="checkbox"/> PSC
ICC NUMBERS		DOT NUMBER
<input type="checkbox"/> MC <input type="checkbox"/> MX	<input type="checkbox"/> MC <input type="checkbox"/> MX	U.S. DOT EPN REQUESTER CODE

REASON FOR INSPECTION

ANNUAL BUS TERMINAL INSPECTION

INSPECTION FINDINGS (number of violations)

MAINTENANCE PROGRAM	DRIVER RECORDS	DRIVER HOURS	BRAKES	LAMPS/SIGNALS
1	1			2
CONNECTING DEVICES	STEERING & SUSPENSION	TIRES & WHEELS	EQUIPMENT REQUIREMENTS	CONTAINERS/TANKS
		3	5	
HAZARDOUS MATERIALS	<input checked="" type="checkbox"/> No HM transported <input type="checkbox"/> No HM violations noted		VEHICLES PLACED OUT-OF-SERVICE	
			0	

INSPECTION RATINGS: S=Satisfactory U=Unsatisfactory C=Conditional UR=Unrated N/A=Not applicable

MAINTENANCE PROGRAM	DRIVER RECORDS	REG. EQUIPMENT	HAZARDOUS MATERIALS	TERMINAL
1 5 2 5 3 5 4 5	1 5 2 5 3 5 4 5	1 5 2 5 3 5 4 5	1 5 2 5 3 5 4 5	1 5 2 5 3 5 4 5
No. 6 Time	No. 16 Time	No. 6 Time	TIME	TIME IN TIME OUT
CONTAINERS/TANKS	VAPOR RECOVERY SYSTEMS	BIT	FEE DUE	CHP 343 ISSUED
No. Time	Tests witnessed	<input type="checkbox"/> I <input type="checkbox"/> R	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/>
		NON-BIT	CHP 1000 COLUMN NO.	CARRIER TYPE
		<input checked="" type="checkbox"/>		BUS
				CODE
				B

INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY)

10950 South Central Ave Los Angeles CA 90059

INSPECTED BY (NAME)

R Ratliff

LD NUMBER

A8938

SUSPENSE DATE

☒ Auto ☐ None

MOTOR CARRIER CERTIFICATION

I hereby certify that all violations recorded on the attached pages (2 through), will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the Motor Carrier Safety Unit Supervisor at () within 5 calendar days of the rating.

CURRENT TERMINAL RATING	CARRIER REPRESENTATIVE'S SIGNATURE	DATE
SATISFACTORY		10/9/96
CARRIER REPRESENTATIVE'S PRINTED NAME	TITLE	CA DRIVER'S LICENSE NUMBER
Teddy WATKINS	Transit Director	

Destroy previous editions.

00072

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
SAFETY COMPLIANCE REPORT
 MOTOR CARRIER SAFETY OPERATIONS
 CHP 343 (Rev 2-91) OPI 062

INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY) SAME		TELEPHONE NUMBER 563-5639	AREA CODE 213
CARRIER TYPE BUS	CODE B	CARRIER REPRESENTATIVE'S NAME AND TITLE TEDDY WATKINS	

FLEET AND EMERGENCY RESOURCE INFORMATION

HM Lic. No. -	HWH Reg. No. -	IMS Lic. No. -	PUC NUMBER -			
Exp. date	Exp. date	Exp. date				
TRUCKS AND TYPES	TRAILERS AND TYPES	BUSES BY TYPE	REG. C.T.	HW. VEHL	HW CONT.	DRIVERS
-	-	7	-	-	-	21
SHOP	FUEL	AREA	SUB-AREA NUMBER	CHP 345 ISSUED	FIRST INSP. THIS YEAR	BIT
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	570	C-138	<input type="checkbox"/>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
CHP 1000 COLUMN NO.		2				

INSPECTION RATINGS: S = Satisfactory U = Unsatisfactory C = Conditional UR = Unrated

MAINTENANCE PROGRAM	DRIVER RECORDS	REGULATED EQUIPMENT	HAZARDOUS MATERIALS	TERMINAL
1 5 2 5 3 5 4 5	1 5 2 5 3 5 4 5	1 5 2 5 3 5 4 5	1 5 2 5 3 5 4 5	1 5 2 5 3 5 4 5
No. 6 Time	No. 15 Time	No. 6 Time	TIME IN	TIME OUT

CONTAINERS/TANKS	VAPOR RECOVERY SYS.	MISTER CATEGORY	DATE OF LAST:
No. - Time	Tested - Cert. -	<input type="checkbox"/> Carrier <input type="checkbox"/> Terminal <input type="checkbox"/> Both	CHP 362 CHP 362A

REQMTS.	VIOL.	REMARKS
MAIN-TENANCE PROGRAM	-	ANNUAL BUS TERMINAL INSPECTION
DRIVER RECORDS	-	
DRIVER HOURS	-	
BRAKES	1	
LAMP-SIGNALS	1	
CONNECTING DEVICES	-	
STEERING & SUSPENSION	2	
TIRES & WHEELS	-	
EQUIPMENT REQMTS.	10	
CONTAINERS/TANKS		
HAZARDOUS MATERIALS		
INSPECTED BY		LD. NUMBER
R. R. H. H.		A8938
		SUSPENSE DATE
		10/96

MOTOR CARRIER CERTIFICATION

I hereby certify that all violations described hereon and recorded on attached vehicle inspection reports (pages 1 through **4**), will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations.

An unsatisfactory rated carrier who believes the rating is not justified, may, within five calendar days of the rating, contact the Motor Carrier Safety Unit Supervisor at (213) **664-1145** to obtain a review of the rating and an opportunity to respond to this report.

CURRENT TERMINAL RATING	SIGNATURE AND TITLE	DATE
SAISFACTORY	Thomas D. Dore	10/23/95

00073

91 9155

10021 South Hollywood Ave. Los Angeles CA 90023-95
 ACTION COMMITTEE
 51325
 50792
 FCN

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
SAFETY COMPLIANCE REPORT
 MOTOR CARRIER SAFETY OPERATIONS
 CHP 343 (Rev 2-91) OPI 062

INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY) Same		TELEPHONE NUMBER 563-5639	AREA CODE 413
CARRIER TYPE Bus	CODE B	CARRIER REPRESENTATIVE'S NAME AND TITLE TEDDY WATKINS	

FLEET AND EMERGENCY RESOURCE INFORMATION

HM Lic. No. /	HWH Reg. No. /	IMS Lic. No. /	PLC NUMBER			
Exp. date /	Exp. date /	Exp. date /				
TRUCKS AND TYPES	TRAILERS AND TYPES	BUSES BY TYPE	REG. C.T.	HW. VEH.	HW CONT.	DRIVERS
		11 16				32
SHOP	FUEL	SUB-AREA NUMBER B	CHP 345 ISSUED	FIRST INSP. THIS YEAR	BIT	CHP 1000 COLUMN NO.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	590-C130	<input type="checkbox"/>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	7

INSPECTION RATINGS: S = Satisfactory

U = Unsatisfactory

C = Conditional

UR = Unrated

MAINTENANCE PROGRAM	DRIVER RECORDS	REGULATED EQUIPMENT	HAZARDOUS MATERIALS	TERMINAL
S₂S₃S₄	S₂S₃S₄	S₂S₃S₄	N/A	S₂S₃S₄
No. Time	No. Time	No. Time	TIME	TIME IN TIME OUT

CONTAINERS/TANKS	VAPOR RECOVERY SYS.	MISTERY CATEGORY	DATE OF LAST:
No. Time	Tested Cert.	<input type="checkbox"/> Carrier <input type="checkbox"/> Terminal <input checked="" type="checkbox"/> Both	CHP 362 9-27-94 CHP 362A

REQMTS.	VIOL.	REMARKS
MAIN-TENANCE PROGRAM	1	TERMINAL INSPECTION
DRIVER RECORDS	1	13CCR1230(9) VEHICLES PLACED OUT OF SERVICE
DRIVER HOURS	/	UNIT# 111# OUT-OF-SERVICE CONDITION
BRAKES	1	93 E367308 DEFECTIVE STEERING
LAMP-SIGNALS	2	104 E367391 LOOSE SUSPENSION
CONNECTING DEVICES	/	150 E361341 APPLIED AIR LOSS AT CAMBER CLAMP
STEERING & SUSPENSION	2	NOTE: THE STEERING AND AIR LEAK WERE NOT OF A DELIBERATE NATURE AND COULD HAVE OCCURRED BETWEEN REGULARLY SCHEDULED INSPECTION INTERVALS.
TIRES & WHEELS	/	
EQUIPMENT REQMTS.	9	
CONTAINERS/TANKS	/	

HAZARDOUS MATERIALS	INSPECTED BY	I.D. NUMBER	SUSPENSE DATE
	M. VASQUEZ, R. SWANSON	A6974 A10200	AUTO <input checked="" type="checkbox"/>

MOTOR CARRIER CERTIFICATION

I hereby certify that all violations described hereon and recorded on attached vehicle inspection reports (pages 1 through), will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations.

An unsatisfactory rated carrier who believes the rating is not justified, may, within five calendar days of the rating, contact the Motor Carrier Safety Unit Supervisor at () to obtain a review of the rating and an opportunity to respond to this report.

CURRENT TERMINAL RATING	SIGNATURE AND TITLE	DATE
SATISFACTORY	Francis Perdon	10-6-94

00074 91515

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
SAFETY COMPLIANCE REPORT
MOTOR CARRIER SAFETY OPERATIONS
CHP 343 (Rev 4-89) OPI 062

INSPECTION LOC. (NUMBER, STREET, CITY OR COUNTY) Same		TELEPHONE NUMBER 563-5639	AREA CODE 213
CARRIER TYPE BUS	CODE B	CARRIER REPRESENTATIVE'S NAME AND TITLE TERRY WALKINS (MGR)	

FLEET AND EMERGENCY RESOURCE INFORMATION

HM LIC. NO.	HM REG. NO.	IMS LIC. NO.	PUC NUMBER			
EXP. DATE	EXP. DATE	EXP. DATE	REG. C.T.	HW VEH.	HW CONT.	DRIVERS
TRUCKS AND TYPES	TRAILERS AND TYPES	BUSES BY TYPE				35
SHOP	FUEL	SUB-AREA NUMBER	CHP 343 ISSUED	FIRST INSP. THIS YEAR	BIT	CHP 1000 COLUMN NO.
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	590-12	<input type="checkbox"/>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	

INSPECTION RATINGS: S = Satisfactory		U = Unsatisfactory		C = Conditional		UR = Unrated	
MAINTENANCE PROGRAM	DRIVER RECORDS	REGULATED EQUIPMENT	HAZARDOUS MATERIALS	TERMINAL			
1 S, 2 U, 3 C, 4 S	5, 2 S, 3 S, 4 S	1 U, 2 U, 3 C, 4 S	N/A	U, 2 U, 3 C, 4 S			
NO. 19 TIME 2.0	NO. 26 TIME 1.0	NO. 9 TIME 4.0	TIME	TIME IN	TIME OUT		
CONTAINERS/TANKS	VAPOR RECOVERY SYS.	METER CATEGORY	DATE OF LAST:				
		<input type="checkbox"/> CARRIER <input type="checkbox"/> TERMINAL <input checked="" type="checkbox"/> BOTH	CHP 342 6-9-93		CHP 342A		
NO.	TIME	TESTED	CERT.	REMARKS			

REQM'TS.	VIOL.	REMARKS
MAIN-TENANCE PROGRAM	1	TERMINAL REINSPECTION
DRIVER RECORDS	—	13CCR1230(9) THREE OF NINE VEHICLES
DRIVER HOURS	—	INSPECTED WERE PLACED OUT OF SERVICE
BRAKES	B	FOR UNSAFE OPERATING CONDITION:
LAMPS-SIGNALS	—	VEHICLE MAKE # / LIC # / VIOLATIONS
CONNECTING DEVICES	—	1) SUMC 87 E361348 BRAKE INOPERATIVE
STEERING & SUSPENSION	6	2) DODGE 12 3F57989 LOOSE STEERING BOX
TIRES & WHEELS	—	3) FORD 09 4G34091 FUEL LEAK
EQUIPMENT REQM'TS.	16	13CCR1232(9) CARRIER DOES NOT
CONTAINERS/TANKS	—	REPAIR NOTED DEFECTS FOUND DURING
HAZARDOUS MATERIALS	—	PREVENTIVE MAINTENANCE INSPECTION
		IN A TIMELY MANNER.
		INSPECTED BY M. VASQUEZ, K JONES
		ID. NO. A6974 SUSPENSE DATE
		A2391 AUTO <input checked="" type="checkbox"/>

MOTOR CARRIER CERTIFICATION

I hereby certify that all violations described hereon and recorded on attached vehicle inspection reports (pages 1 through 2) will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. An unsatisfactory rated carrier who believes the rating is not justified, may, within five calendar days of the rating, request a review by a Motor Carrier Safety Unit Supervisor.

CURRENT TERMINAL RATING Satisfactory	SIGNATURE AND TITLE <i>[Signature]</i> Director	DATE 6/9/93
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Destroy previous editions.

00075

89 87021

LOS ANGELES, CA 90059
COMMUNITY ACTION COMMITTEE 86792

14. **Describe frequency and level of exterior and interior cleaning of vehicles. In regards to the Vehicle Appearance/Cleanliness Checklist (Attachment 1, Exhibit C), describe what you consider to be a “Very Good”, Acceptable”, and “Unacceptable” rating for each line item.**

WLCAC will maintain the buses’ appearance by keeping them clean, including immediate graffiti removal, exterior washing daily, and interiors swept or vacuumed daily to remove all dirt and debris and shampooed, as needed. The cleaning will mostly be done by the Bus Washer/Fueler who is currently on board. The Project Manager will inspect all buses for cleanliness and ensures that proper cleaning is done as scheduled.

Vehicle Appearance/Cleanliness Checklist

EXTERIOR

Windshield

Unacceptable - Hand prints, smears, dirty
Acceptable - Some water spots from washing
Very Good - No spots

Windows

Unacceptable - Hand prints, smears, dirty
Acceptable - Some spots from washing
Very Good - No spots

Body - Front & Sides

Unacceptable - Mud and dirt
Acceptable - Light dust
Very Good - Free from mud, dirt and dust

Body - Rear

Unacceptable - Mud and dirt
Acceptable - Light dust
Very Good - Free from mud, dirt and dust

Fuel Filter Area

Unacceptable - Build of fuel & dirt particles
Acceptable - Light dust
Very Good - Free from fuel & dirt particles and dust

Wheels

Unacceptable - Oil and mud build-up
Acceptable - Light dust
Very Good - Free from oil and mud build-up and dust

Rubber/Vinyl Parts

Unacceptable - Torn or missing
Acceptable - Light dust
Very Good - Free from torn or missing rubber/vinyl
parts and dust

Destination Sign Areas

Unacceptable - Debris obstructing clear view of
destination sign
Acceptable - Light dust
Very Good - Free from debris an/or dust

INTERIOR

Entry/Driver Area

Unacceptable - Debris and dirt
Acceptable - Light dust
Very Good - Free from debris, dirt and/or dust

Windshield

Unacceptable - Accumulated dust or smears
Acceptable - Some dust
Very Good - Free from dust or smears

Floor/Aisle

Unacceptable - dirt and debris from previous day's
operation
Acceptable - Light dust
Very Good - Free from dirt and debris or dust

Seats

Unacceptable - Torn or broken seats, dirt or mud
from previous day's operation
Acceptable - Light dust
Very Good - No torn or broken seats, dirt or mud or
dust

Seat Backs

Unacceptable - Torn or broken backs
Acceptable - Light dust
Very Good - No torn or broken backs and no dust

Windows

Unacceptable - Hand prints, smears
Acceptable - Some water spots from washing
Very Good - No hand prints, smears or water spots

Lift or Exit Door Area

Unacceptable - Debris or dirt
Acceptable - Light dust
Very Good - No debris, dirt and/or dust

Sidewall Panels

Unacceptable - Graffiti or torn panels

Acceptable - Light dust

Very Good - No graffiti, no torn panels or no dust

Modesty Panels

Unacceptable - Smears or hand prints

Acceptable - Light dust

Very Good - Free from smears, hand prints or dust

Stanchions/Grabrails

Unacceptable - Weeks' of accumulated dust and hand prints

Acceptable - Light dust

Very Good - Free from hand prints and dust

Information Display Area

Unacceptable - Debris or accumulated dust

Acceptable - Light Dust

Very Good - Free from debris or dust

Schedule Holder(s)

Unacceptable - Accumulated dust, debris and hand prints

Acceptable - Light dust

Very Good - Free from hand prints, dirt and/or dust

- 15. Describe your firm's proposed two-way radio system to be used on the transit service. Describe applicable radio procedures.**

The Project Manager or Assistant Project Manager or other office personnel will maintain radio contact with drivers driving service vehicles and will assist them if equipment or passenger problems occur. In addition, the Road Supervisor will maintain radio contact with the drivers at all times to inquire whether or not drivers and/or passengers are encountering any problems. In addition to the mobile radios, hand held radios will be available for all drivers and other personnel, including supervisory personnel. WLCAC will enter a maintenance agreement with a radio maintenance vendor in order to maintain radio equipment.

- 16. Describe your firm's management information system (MIS) experience and the kind of data you track and report. Submit samples of daily reports and monthly MIS reports.**

WLCAC has extensive experience in preparing such reports. In the past, WLCAC has prepared and submitted reports on its transportation programs. Such reports collected and submitted include: vehicle service hours, vehicle service miles, fare box revenues, and types of passengers (regular, wheelchair, seniors with permits, disabled with permits, children under 5 years of age)

transported. The data have been collected for each vehicle on a daily basis. We have also been collecting data and submitting National Transit Database (formerly Section 15) reports. We believe this experience will enable us to meet the Los Angeles County Department of Public Work's MIS reporting requirements.

Please refer to the enclosed samples of daily reports and monthly MIS reports.

WILLOWBROOK FIXED ROUTE MONA TROLLEY

ROUTE 1		DRIVER:		BEGINNING ODOMETER			
DATE				ENDING ODOMETER			
TRIP TIME	START TIME	END TIME	REGULAR	BLIND	CHILDREN	WHEELCHAIR	DISABLED
7:00-7:30AM							
7:30-8:00AM							
8:00-8:30AM							
8:30-9:00AM							
9:00-9:30AM							
9:30-10:00AM							
10:00-10:30AM							
10:30-11:00AM							
11:00-11:30AM							
11:30-12:00PM							
12:00-12:30PM							
12:30-1:00PM							
1:00-1:30PM							
1:30-2:00PM							
2:00-2:30PM							
2:30-3:00PM							
3:00-3:30PM							
3:30-4:00PM							
4:00-4:30PM							
4:30-5:00PM							
5:00-5:30PM							
5:30-6:00PM							
TOTALS							

CASH COUNT TOTALS						
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WILLOWBROOK FIXED ROUTE SHUTTLE

ROUTE		DRIVER:		BEGINNING ODOMETER		
DATE				ENDING ODOMETER		
TRIP TIME	START TIME	END TIME	REGULAR	BLIND	CHILDREN	WHEELCHAIR
7:05-7:15AM						
7:25-7:35AM						
7:45-7:55AM						
8:05-8:15AM						
8:25-8:35AM						
8:45-8:55AM						
9:05-9:15AM						
9:25-9:35AM						
9:45-9:55AM						
10:05-10:15AM						
10:25-10:35AM						
10:45-10:55AM						
11:05-11:15AM						
11:25-11:35AM						
11:45-11:55AM						
12:05-12:15PM						
12:25-12:35PM						
12:45-12:55PM						
1:05-1:15PM						
1:25-1:35PM						
1:45-1:55PM						
2:05-2:15PM						
2:25-2:35PM						
2:45-2:55PM						
3:05-3:15PM						
3:25-3:35PM						
3:45-3:55PM						
4:05-4:15PM						
4:25-4:35PM						
4:45-4:55PM						
5:05-5:15PM						
5:25-5:35PM						
5:45-5:55PM						
TOTALS						

CASH COUNT TOTALS					
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WILLOWBROOK FIXED ROUTE AVALON TROLLEY							
ROUTE 2B DRIVER:				BEGINNING ODOMETER			
DATE				ENDING ODOMETER			
TRIP TIME	START TIME	END TIME	REGULAR	BLIND	CHILDREN	WHEELCHAIR	DISABLED
7:00-8:00AM							
8:00-9:00AM							
9:00-10:00AM							
10:00-11:00AM							
11:00-12:00PM							
12:00-1:00PM							
1:00-2:00PM							
2:00-3:00PM							
3:00-4:00PM							
4:00-5:00PM							
5:00-6:00PM							
TOTALS							
CASH COUNT TOTALS							

WILLOWBROOK FIXED ROUTE AVALON TROLLEY

ROUTE: 2A		BEGINNING ODOMETER	
DATE	DRIVER	ENDING ODOMETER	
TRIP TIME	START TIME	END TIME	REGULAR BLIND CHILDREN WHEELCHAIR DISABLE
6:30 - 7:30 AM			
7:30 - 8:30 AM			
8:30 - 9:30 AM			
9:30 - 10:30 AM			
10:30 - 11:30 AM			
11:30 - 12:30 PM			
12:30 - 1:30 PM			
1:30 - 2:30 PM			
2:30 - 3:30 PM			
3:30 - 4:30 PM			
4:30 - 5:30 PM			
TOTALS			

CASH COUNT TOTALS_____

00033

WILLOWBROOK FIXED ROUTE
DAILY SUMMARY
TROLLEY

Period Covered From _____ To: _____

DATE	ROUTE	REGULAR	BLIND	CHILD	WHEEL	HANDICAP	MILES	CASH
	1							
	2A							
	2B							
	1							
	2A							
	2B							
	1							
	2A							
	2B							
	1							
	2A							
	2B							
	1							
	2A							
	2B							
	1							
	2A							
	2B							
	1							
	2A							
	2B							
	1							
	2A							
	2B							
	1							
	2A							
	2B							
	1							
	2A							
	2B							
	1							
	2A							
	2B							
TOTALS								00034

WILLOW BROOK FIXED ROUTE			
DAILY		SUMMARY	

PERIOD COVERED FROM	TO	
---------------------	----	--

TO	
----	--

DATE	ROUTE	REGULAR	BLIND	CHILD	WHEEL	MILES
	3A					
	3B					
	3A					
	3B					
	3A					
	3B					
	3A					
	3B					
	3A					
	3B					
	3A					
	3B					
	3A					
	3B					
	3A					
	3B					
	3A					
	3B					
	3A					
	3B					
	3A					
	3B					
TOTALS						

17. Contractor is responsible for protection of fare box revenues. Describe Contractor's plan.

The following procedures will be followed for the protection of fare box revenues:

- Customer boards and puts fare into fare box.
- Driver uses multicounter to indicate paying and non-paying fare.
- At the end of each run when the driver returns to the layover, he/she records the number of passengers boarding on a daily count sheet; and whether passengers are classified as paying, senior citizens, children, blind, disabled or wheelchair bound.
- At the end of the day, the driver reports to the yard, parks the bus, and records the ending mileage on daily passenger count sheet. The driver then puts the sheet into the night drop box. Sheets are picked up in the morning by the Transportation Secretary.
- At the end of the day, the Project Manager along with a security guard removes vault from the fare box and places its contents into Bank of America Security bag.
- The bag has the bus number, and the date recorded on it.
- From there, the money is walked over to the overnight vault and locked until the morning.
- At the beginning of the next day, the money is removed and placed into the coin room by the Assistant Manager or a designated staff, who is escorted by the Project Manager.
- Bags are logged on a monthly log sheet, sorted and counted by a **BRANDT COIN SORTER & COUNTER, MODEL NO. 920.**
- The amount of money counted is placed on the log opposite the bus number and date.
- Money is counted into a canvas bag that is sealed, and dated with branch and account number, and the amount of money collected.
- Fares are stored in a three compartment **Star Safe, Model Number ECS-64** by the Project Manager until retrieved by Armored Carrier Services.
- Three copies of Cash Deposit Slips and three are made of Armor Carrier Service Coin Receipt.
- Fares are deposited at the bank three days a week.
- Information from cash log is entered to the Daily Passenger Count Sheet.

- At that point, information is compared to the daily paying passenger count; if irregularities exist, the Project Manager is notified.

E. PROPOSED COST

1. Cost Breakdown for Proposal

Please refer to the completes Exhibits D1 - D3 of Attachment 1

SERVICE COSTS SUMMARY SHEET
HAHN'S TROLLEY AND SHUTTLE SERVICE

	Year 1 <u>FY 1998-99</u>	Year 2 <u>FY 1999-00</u>	Year 3 <u>FY 2000-01</u>
Estimated Annual Revenue			
Service Hours*:	<u>16,145*</u>	<u>16,145*</u>	<u>16,145*</u>
Total Cost Per Vehicle Service Hour (Fixed + Variable)	<u>32.18</u>	<u>33.37</u>	<u>34.63</u>

* Provided for cost estimating purposes only.

FIXED SERVICE COST COMPONENTS
HAHN'S TROLLEY & SHUTTLE SERVICE

Exhibit D-2

	Year 1 <u>FY 1998-99</u>	Year 2 <u>FY 1999-00</u>	Year 3 <u>FY 2000-01</u>
ESTIMATED VEHICLE Service Hours	<u>16,145*</u>	<u>16,145*</u>	<u>16,145*</u>
LABOR	<u>69,573.92</u>	<u>72,009.01</u>	<u>74,529.32</u>
BENEFITS	<u>14,983.10</u>	<u>15,457.37</u>	<u>15,998.37</u>
VEHICLES	<u>5,307.00</u>	<u>5,307.00</u>	<u>5,307.00</u>
FACILITIES	<u>16,020.00</u>	<u>16,020.00</u>	<u>16,020.00</u>
OTHER COSTS	<u>79,015.22</u>	<u>81,261.44</u>	<u>83,531.84</u>
INSURANCE	<u>43,842.00</u>	<u>43,842.00</u>	<u>43,842.00</u>
TOTAL FIXED COST	<u>228,741.24</u>	<u>233,896.82</u>	<u>239,228.53</u>
FIXED COST PER MONTH	<u>53,741.24</u>	<u>233,896.82</u>	<u>239,228.53</u>
FIXED COST PER HOUR	<u>14.17</u>	<u>14.49</u>	<u>14.82</u>

00090

VARIABLE SERVICE COST COMPONENTS
HAHN'S TROLLEY & SHUTTLE SERVICE

	Year 1 <u>FY 1998-99</u>	Year 2 <u>FY 1999-00</u>	Year 3 <u>FY 2000-01</u>
ESTIMATED VEHICLE Service Hours	<u>16,145*</u>	<u>16,145*</u>	<u>16,145*</u>
LABOR	<u>152,193.60</u>	<u>157,520.38</u>	<u>163,033.59</u>
BENEFITS	<u>46,086.92</u>	<u>47,699.96</u>	<u>49,369.46</u>
MATERIALS AND SUPPLIES	<u>92,451.00</u>	<u>99,661.86</u>	<u>107,522.61</u>
PROFIT	<u>0</u>	<u>0</u>	<u>0</u>
TOTAL VARIABLE COSTS	<u>290,731.52</u>	<u>304,882.20</u>	<u>319,925.66</u>
VARIABLE COST PER MONTH	<u>24,227.63</u>	<u>25,406.85</u>	<u>26,660.47</u>
VARIABLE COST PER HOUR	<u>18.01</u>	<u>18.88</u>	<u>19.82</u>

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[illegible]

					Year 1 FY 1998-99	Year 2 FY 1999-00	Year 3 FY 2000-01
VEHICLES							
Lease - County-Owned	1.00			7.00	7.00	7.00	7.00
WL CAC-Owned Vehicle	1.00	12.00		400.00	4,800.00	4,800.00	4,800.00
Licensing/Registration					500.00	500.00	500.00
Total Vehicles					5,307.00	5,307.00	5,307.00
FACILITIES							
Rent	200.00	12.00			2,400.00	2,400.00	2,400.00
Utilities	200.00	12.00			2,400.00	2,400.00	2,400.00
Telephone/Fax	310.00	12.00			3,720.00	3,720.00	3,720.00
Vehicle Parking	625.00	12.00			7,500.00	7,500.00	7,500.00
Total Facilities					16,020.00	16,020.00	16,020.00
OTHER COSTS							
Radio - Monthly Service Charges	595.00	12.00			7,140.00	7,140.00	7,140.00
Supplies - Office & Misc.	125.00	12.00			\$1,500.00	1,500.00	1,500.00
Drug Testing	30.00	12.00			360.00	360.00	360.00
Driver Training/Screening	22.07	9.00		12.00	2,383.56	2,383.56	2,383.56
Uniforms	100.00			13.00	\$1,300.00	1,300.00	1,300.00
Postage	20.00	12.00			\$240.00	312.00	312.00
Audit Cost					\$1,500.00	1,500.00	1,500.00
Advertising and Copies	97.00	12.00			\$1,164.00	1,164.00	1,164.00
Payroll	72.00	12.00			\$864.00	864.00	864.00
Indirect Cost (Total Labor Cost)	282,837.54			0.22	\$62,563.66	64,737.88	67,008.28
TOTAL OTHER COSTS					\$79,015.22	81,261.44	83,531.84
INSURANCE							
Vehicle Insurance					\$39,057.00	\$39,057.00	\$39,057.00
General Liability					\$3,035.00	\$3,035.00	\$3,035.00
Fidelity Bond					1,750.00	1,750.00	1,750.00
Total Insurance					\$43,842.00	43,842.00	43,842.00
TOTAL FIXED COST					\$228,741.24	\$233,896.81	\$239,228.54
FIXED COST PER MONTH					\$19,061.77	\$19,491.40	\$19,935.71
FIXED COST PER HOUR					\$14.17	\$14.49	\$14.82

					Year 1	Year 2	Year 3
					FY 1998-99	FY 1999-00	FY 2000-01
					16,145.00	16,145.00	16,145.00
VARIABLE SERVICE COST COMPONENTS							
Service Hours							
LABOR	Hrly Rate	Hrs/Wk	# of Wks	FTE			
Driver	8.13	40.00	52.00	9.00	\$152,193.60		
Total Labor				9.00	\$152,193.60	157,520.38	163,033.59
BENEFITS							
FICA				0.08	\$11,642.81		
SUI	7,000.00	9.00		0.05	\$2,961.00		
Workers' Compensation:				0.14	20,683.11		
Medical Insurance	100.00	12.00		9.00	\$10,800.00		
Total Benefits				0.30	\$46,086.92	47,699.96	49,369.46
Sub-Total Labor & Benefits					\$198,280.52	205,220.34	212,403.05
MATERIALS AND SUPPLIES							
Fuel	2,608.00	12.00			\$31,296.00	32,391.36	33,525.06
Maintenance	5,096.25	12.00			61,155.00	67,270.50	73,997.55
Total Materials & Supplies					\$92,451.00	99,661.86	107,522.61
PROFIT					0.00	0.00	0.00
TOTAL VARIABLE COSTS					290,731.52	304,882.20	319,925.66
VARIABLE COST PER MONTH				12.00	24,227.63	25,406.85	26,660.47
VARIABLE COST PER HOUR					18.01	18.88	19.82
SERVICE COSTS SUMMARY							
Total Costs: Fixed + Variable					519,472.76	538,779.01	559,154.20
Total Cost Per Vehicle Service Hour (Fixed + Variable)					32.18	33.37	34.63

2. Employee Benefit Package

Proposer responding is to furnish as part of their Proposal, the type(s) of benefit package the Proposer provides to each employee to be utilized for this service.

The benefits to be provided for employees include the following:

- a. Medical Benefits – WLCAC will pay \$100 per month for full-time employees (30-40 hrs per week) and \$50 for part-time employees (20-29 hrs per week) for medical benefits. Each employee can choose from one of the following insurance companies: Kaiser, Care America, United Health Plan, United Heath Care or another insurance company of their choice.
- b. Dental Benefits – is an employee paid group insurance. The cost to employees will be \$12.12 per employee per month if the employee is the only one to be covered, \$21.53 per month for an employee and one dependent, and \$32.83 per month for a family.
- c. Vision Care – is an employee paid group insurance. The cost to employees will be \$5.83 per employee per month if the employee is the only one to be covered, \$11.08 per month for an employee and a dependent, and \$16.33 per month for a family.
- d. \$10,000 Life, Death & Dismemberment Insurance – is an employee paid group insurance. The cost to employees is \$3.10 per month for an employee only and \$3.55 per family.
- e. Tax Deferred Savings Annuity – is available to new employees at a minimum employee contribution of \$10 per month.

In addition, WLCAC pays for FICA, State Unemployment Insurance, and Workers' Compensation employee benefits.

Also, full time employees are given (1) one week of paid vacation time after one year of service, (2) two weeks of paid vacation time after two years of service, and (3) three weeks of paid vacation time after three years of service. Employees are also provided with five paid sick days after each year of employment.

3. Hourly Wage by Classification

Submit a listing of hourly wage to be paid to each different classification, i.e., driver, dispatcher, mechanic, etc.

Employee Classification	Hourly Wage
Project Manager	\$16.54 - \$17.72
Assistant Project Manager	\$11.54 - \$12.36
Road Supervisor	\$9.45 - \$10.12
General Clerk/Computer Operator	\$8.92 - \$9.56
Bus Washer/Fueler	\$6.90 - \$7.39
Driver	\$8.13 - \$8.71
Maintenance Manager	\$10.14 - \$10.86
Mechanic	\$11.00 - \$11.78

F. COMMUNITY BUSINESS ENTERPRISE

County Policy

Please refer to the completed Exhibits E1 and E2 in Attachment 1.



COUNTY OF LOS ANGELES

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

John Hill
Affirmative Action Compliance Officer

The Los Angeles County Board of Supervisors at its meeting held on July 19, 1994, amended the Minority and Women-Owned Business Enterprise Program to prohibit any person from knowingly submitting information with the intent of receiving certification and its concurrent benefits for which they are not entitled:

This is to acknowledge that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, if any, is fully aware of the following policy of the County of Los Angeles.

1. A person or business shall not:
 - a. Knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain, acceptance or certification as a minority or women business enterprise, or both, for the purposes of this article.
 - b. Willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the acceptance or certification or denial of acceptance or certification of any entity as a minority or women business enterprise, or both.
 - c. Willfully and knowingly obstruct, impede, or attempt to obstruct or impede, any county official or employee who is investigating the qualifications of a business entity which has requested acceptance or certification as a minority or women business enterprise, or both.
 - d. Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person or business in fraudulently obtaining or attempting to obtain, public moneys to which the person or business is not entitled under this article.
2. Any person or business who violates paragraph (1) shall be suspended from bidding on, or participating as contractor, subcontractor, or supplies in, any county contract or project for a period of three years.
3. No County agency with the powers to award contracts shall enter into any contract with any person or business suspended for violating this section during the period of the person's or business' suspension. No awarding department shall award a contract to any contractor utilizing the services of any person or business as a subcontractor suspended for violating this section during the period of the person's or business suspension.

Applicant Signature

Teryl Watkins, President

Title

Watts Labor Community Action Committee (WLCAC)

Name of Firm

7/28/98

Date

LOS ANGELES COUNTY COMMUNITY BUSINESS ENTERPRISE (LAC/CBE) PROGRAM

FIRM/ORGANIZATION INFORMATION

INSTRUCTIONS: All proposers responding to this solicitation must return this form for proper consideration of the proposal. The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to gender, race, creed, or color. Categories listed below are based on those described in 49 CFR § 23.5.

TYPE OF BUSINESS STRUCTURE: Non-Profit Corporation

(Corporation, Partnership, Sole Proprietorship, etc.)

TOTAL NUMBER OF EMPLOYEES IN FIRM (including owners): 400

CULTURAL/ETHNIC COMPOSITION OF FIRM (Partners, Associate Partners, Managers, Staff, etc.). Please break down the above total number of employees into the following categories:

	OWNERS/PARTNERS/ ASSOCIATE PARTNERS	MANAGERS	STAFF
Black/African American	N/A	17	289
Hispanic/Latin American	N/A	1	83
Asian American	N/A	0	4
American Indian/Alaskan Native	N/A	0	0
White	N/A	1	5
Based on the above categories, please indicate the total numbers of men and women in the firm:			
Male	N/A	8	186
Female	N/A	11	195

PERCENTAGE OF OWNERSHIP IN FIRM Please indicate by percentage (%) how ownership of the firm is distributed.
N/A - WLCAC is a non-profit corporation.

	Black/African American	Hispanic/Latin American	Asian American	American Indian/ Alaskan Native	White
Men	%	%	%	%	%
Women	%	%	%	%	%

CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERANS BUSINESS ENTERPRISES

Is your firm currently certified as a minority, women-owned, disadvantaged or disabled veterans business enterprises by a public agency? (If yes, complete the following and attach a copy of your notice of certification.)

N/A - However, WLCAC is a minority operated non-profit corporation.

M W D DV

Agency _____	_____	Expiration Date _____
Agency _____	_____	Expiration Date _____
Agency _____	_____	Expiration Date _____
Agency _____	_____	Expiration Date _____
Agency _____	_____	Expiration Date _____

LEGEND:

M = Minority W = Women D = Disadvantaged DV = Disabled Veterans

00099

PRINCIPAL OWNER INFORMATION FORM

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the District Attorney concerning its employees and business licensees. It further requires that bidders or proposers for County contracts provide directly to the District Attorney information concerning their "Principal Owners," that is, those natural persons who own an interest of 10 percent or more in the Contractor. For each "Principal Owner," the information which must be provided to the District Attorney is: 1) the Principal Owner's name, 2) his or her title, and 3) whether or not the Contractor has made a payment of any sort to the Principal Owner.

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE DISTRICT ATTORNEY AT THE ADDRESS OR FAX NUMBER SHOWN BELOW ON OR BEFORE THE DATE YOU SUBMIT A BID OR PROPOSAL TO A COUNTY DEPARTMENT. MAINTAIN DOCUMENTATION OF SUBMISSION.

In addition, bidders or proposers must certify to the soliciting County department that they are in full compliance with the Program requirements by submitting the Child Support Compliance Program Certification along with the bid or proposal.

To: District Attorney Bureau of Family Support Operations
Special Projects
P.O. Box 91109
Los Angeles, CA 90091-1009
FAX: (213) 890-9741

Telephone: (213) 889-2960 or (213) 889-2953

Contractor Name as Shown on Bid or Proposal: Watts Labor Community Action Committee

Contractor Address: 10950 South Central Avenue
Los Angeles, CA 90059

Telephone: (213) 563-5639 FAX: (213) 563-7307

County Department Receiving Bid or Proposal: Department of Public Works

Type of Goods or Services To Be Provided: Transportation

Contract or Purchase Order No. (if applicable): _____

Principal Owners: Please check appropriate box. If box I is checked, no further information is required. Please sign and date the form below.

- I. ☒ No natural person owns an interest of 10 percent or more in this Contractor.
II. ☐ Required principal owner information is provided below. (Use a separate sheet if necessary.)

	<u>Name of Principal Owner</u>	<u>Title</u>	<u>Payment Received From Contractor</u>	
1.	_____	_____	[YES]	[NO]
2.	_____	_____	[YES]	[NO]
3.	_____	_____	[YES]	[NO]

I declare under penalty of perjury that the foregoing information is true and correct.

By:  Date: 7/28/98
(Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

Teryl Watkins

President

(Print Name)

(Title/Position)

CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the District Attorney concerning its employees and business licensees. It further requires bidders or proposers for County contracts submit certifications of Program compliance to the soliciting County department along with their bids or proposals. (In an emergency procurement, as determined by the soliciting County department, these certifications may be provided immediately following the procurement.)

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE SOLICITING COUNTY DEPARTMENT ALONG WITH YOUR BID OR PROPOSAL. IN ADDITION, PROVIDE A COPY TO THE DISTRICT ATTORNEY AT THE ADDRESS OR FAX NUMBER SHOWN BELOW.

I, (print name) Teryl Watkins, hereby submit this certification to the (name of County department) Department of Public Works

pursuant to the provisions of County Code Section 2.200.060 and hereby certify that (contractor name as shown on bid or proposal) Watts Labor Community Action Committee

located at (contractor address) 10950 S. Central Ave., Los Angeles, CA 90059

is in compliance with Los Angeles County's Child Support Compliance Program and has met the following requirements:

- 1) Submitted a completed Principal Owner Information Form to the District Attorney Bureau of Family Support Operations;
- 2) Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will continue to comply with such reporting requirements;
- 3) Fully complied with all lawfully served Wage and Earnings Withholding Orders or District Attorney Notice of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b), and will continue to comply with such Orders or Notices.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 30th day of July 1998

(Month and Year)

at: Los Angeles, CA

(City/State)

(213) 563-5639

(Telephone No.)

by: 

(Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

Copy to: District Attorney Bureau of Family Support Operations
Special Projects
P.O. Box 911009
Los Angeles, CA 90091-1009
FAX: (213) 890-9741

Telephone: (213) 889-2960 or (213) 889-2953

G. SIGNED ADDENDA

Please refer to the attached signed addenda.



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100

HARRY W. STONE, Director

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

July 16, 1998

IN REPLY PLEASE
REFER TO FILE PD-5

Dear Potential Proposer:

**HAHN'S TROLLEY AND SHUTTLE SERVICE
REQUEST FOR PROPOSAL (RFP)
ADDENDUM AND RESPONSES TO QUESTIONS**

The following changes are hereby made to the RFP for the Hahn's Trolley and Shuttle Service.

1. Replace Table of Contents with the new Table of Contents, attached.
2. Add to Section III - PROPOSAL FORMAT AND REQUIREMENTS.

H. CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATIONS

Submit along with the Proposal, a certification in accordance with the provisions of Section 2.200.060 of the County Code that 1) the Principal Owner Information Form (Exhibit F) has been appropriately completed and provided to the District Attorney with respect to the proposer's Principal Owners; 2) the proposer has fully complied with all applicable State and federal reporting requirements relating to employment reporting for its employees; and 3) the proposer has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and continue to maintain compliance. Such certification must be submitted on the Child Support Compliance Program Certification (Exhibit G). Failure by the proposer to provide the Principal Owner Information Form to the District Attorney will be grounds for a finding by the County that the Proposal is nonresponsive.

3. Replace REQUIRED FORMS Table of Contents in ATTACHMENT 1 with the new REQUIRED FORMS Table of Contents, attached.
4. Add to ATTACHMENT 1 - REQUIRED FORMS.

EXHIBIT F
EXHIBIT G

00103

5. Add to ATTACHMENT 2 - DRAFT AGREEMENT.

Section 43 Child Support Laws

A. County's Policy on Child Support Laws

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 the County's L.A.'s Most Wanted: Delinquent Parents List in a prominent position at Contractor's place of business. County will supply Contractor with the poster to be used.

B. Child Support Compliance Program

As required by the County's Child Support Compliance Program (County Code, Chapter 2.200), Contractor shall maintain compliance with Employment and Wage Reporting requirements as required by the Federal Social Security Act (42 USC, Section 653) and California Unemployment Insurance Code, Section 1088.5, and shall implement lawfully served Wage and Earnings Withholding Orders or District Attorney Notice of Wage Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedures, Section 706.031 and Family Code, Section 5246(b).

C. Termination for Noncompliance with Child Support Requirements

Contractor shall maintain compliance with requirements of County's Child Support Compliance Program as certified in the Contractor's Child Support Compliance Program Certification and as set forth in this Contract. Failure of the Contractor to maintain compliance with these requirements will constitute a default under this Contract.

Failure to cure such a default within Ninety (90) days of notice by the County shall be grounds upon which the County may give notice of termination and terminate this Contract.

6. Replace Section 13 F of ATTACHMENT 2 - DRAFT AGREEMENT with the following:

Section 13 Personnel

F. Maintenance Personnel

CONTRACTOR shall supply a sufficient number of properly qualified and "certified" personnel to maintain and service all COUNTY-owned vehicles for SERVICE.

CONTRACTOR is responsible for the recruitment, drug and alcohol testing, competence testing, selection, training, scheduling, supervision, discipline, termination, and all other functions with regard to SERVICE maintenance personnel. Maintenance personnel wages and work hours will be in accordance with Federal, State, and local regulations affecting such employment.

1. Maintenance Technician/Mechanic Recruitment, Selection and Supervision

CONTRACTOR shall ensure all mechanics are qualified (certified) to work on diesel buses with at least one Class A diesel mechanic, with a minimum of four (4) years experience in diesel repair. A minimum of four (4) years experience in air brake, vehicle pneumatic systems, vehicle steering and suspension and a minimum of two (2) years experience in electronics and air-conditioning diagnosis, service, and repair, and electro-hydraulic wheelchair lift diagnosis, service, and repair.

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 (2) years experience in transit vehicle air-conditioning diagnosis, service, and repair.

- (a) All maintenance personnel shall be subject to and included in the requirements for Vehicle Operators with respect to ongoing drug and alcohol

testing and DMV requirements pursuant to Section 13 E.1 and 13 E.2.a and made familiar with the scope of SERVICE, such as service routes as well as items discussed in Section 13 E.3.a and Section 13 E.3.b of this Agreement.

- (b) Maintenance personnel shall be required to maintain the appropriate commercial driver's license (CDL) for the class of vehicle subject to be operated. Requirements of Section 13 E.2.a of the Agreement shall apply.

2. Maintenance Technician/Mechanic Training

CONTRACTOR shall ensure all maintenance technicians/mechanics are properly trained and certified in the operation and maintenance of the vehicles and equipment specified for SERVICE. CONTRACTOR shall provide mechanics with ongoing training in order to keep certifications current and to keep abreast of new maintenance techniques and equipment.

- (a) "CERTIFICATION" of maintenance technicians/mechanics shall consist of any combination of the following:
- (1) National Institute for the Automotive Service Excellence (ASE) training and certification.
 - (2) California State Bureau of Automotive Region (B.A.R) training and certification.
 - (3) A minimum of two (2) years schooling, a degree and certificate from a two-year college in "Heavy duty vehicles/diesel and related technology/automotive mechanics."
- (b) The following "certifications" are mandatory as of the Agreement start date:
- Diesel Engines (Medium/Heavy Duty)
 - Brake (Air and Hydraulic)
 - Air Conditioning

The following "certifications" are mandatory within one (1) year of the Agreement start date:

- Preventive Maintenance Inspection (PMI)
- Drive Train
- Suspension and Steering
- Electrical/Electronic System
- Heating and Ventilation
- Body Repair and Refinishing
- Gasoline Engines

(c) Regardless of the type "certificate" and by whom it was issued, all elements of the specific certificate must be re-certified through the ASE testing and "certificate" procedure every four (4) years; the initial four-year period being established by the date indicated on the current "certificate".

(d) Should a "certified" maintenance technician leave the employment of the contractor for any reason, notification must be made to COUNTY immediately outlining the "certification(s)" lost by the individual's departure. No work shall be performed on County-owned vehicles and/or service vehicles by "non-certified" mechanics regarding those elements of maintenance and repair which require "certification." Immediate notification shall be made to COUNTY regarding new hires and "certification" gained by their employment, including dates of all "certifications" and from where the "certifications" were obtained.

7. Add to Section 9 of ATTACHMENT 2 - DRAFT AGREEMENT.

L. SUBCONTRACTED MAINTENANCE

CONTRACTOR may subcontract vehicle maintenance to a qualified maintenance contractor whose primary business is maintenance and repair of vehicles of the like and kind as set forth in this Agreement. The choice of a maintenance subcontractor shall be subject to COUNTY approval obtained in advance of the performance of the work to be subcontracted and shall abide by all elements of the Agreement as applicable.

Potential Proposer
July 16, 1998
Page 6

It shall be the responsibility of the CONTRACTOR to ensure the quality of workmanship of the maintenance subcontractor and that the maintenance subcontractor is in full compliance with the provisions of this Agreement thus providing "seamless" activity in terms of the requirements of this Agreement.

8. Change the number of Section 43 to Section 44 in ATTACHMENT 2 - DRAFT AGREEMENT.

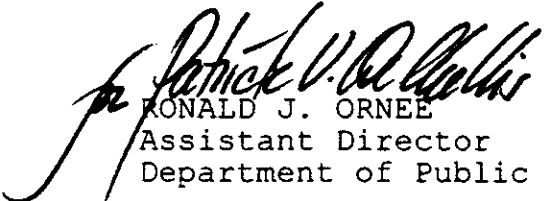
Please note that this addendum must be signed by you and returned as part of your proposal. Failure to attach any addenda may cause the Proposal to be considered nonresponsive. Such proposals may be rejected.

Enclosed are the questions received from the potential proposers and our responses for your use in completing your proposal.

We look forward to your proposal which is due July 30, 1998.

Very truly yours,


HARRY W. STONE
Director of Public Works



RONALD J. ORNEE
Assistant Director
Department of Public Works

DPN:vl
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Enc.



Signature of Proposer
Teryl Watkins, President, WLCAC

00108

**HAHN'S TROLLEY AND SHUTTLE SERVICE
REQUEST FOR PROPOSAL (RFP)
QUESTIONS AND RESPONSES**

QUESTIONS

1. The RFP requires any new contractor to interview personnel from the current contractor, with the intent that the new contractor offers employment to as many of these personnel as possible, in order to promote continuity of service and a smooth service transition. In order to assure a smooth transition, can the County provide bidders with the current level of wages and benefits provided by the current contractor?

This information is not available.

2. Are there any labor agreements or collective bargaining in place with the current contractor?

No.

3. What is the productivity (passengers per hour) provide by the current contractor?

The current average is 20 passengers per service hour.

4. What portion of the estimated ridership will be wheelchair passengers? Are these current figures of wheelchair boardings monthly/annually?

Ridership for Fiscal Year 1996-97 was 326,316. Wheelchair passengers are less than one percent of total ridership.

5. Are route mileage figures available for distribution to bidders?

Route 1	5 miles
Route 2	9 miles
Route 3	1 mile

6. Are the vehicles equipped with fare boxes? If so, what type are they? If not, is contractor required to provide and install them?

The trolleys are equipped with Value Drop Main fare boxes. The shuttle service is provided free of charge and does not require fare boxes.

7. What is the requirement for "basic" health insurance? The specifications state on page 2 that the RFP was being reissued to add a requirement for basic health insurance benefits for all employees. On page 9, the specifications require that the Contractor "make available" basic health insurance to all Contractor employees who perform full-time or part-time work on behalf of the Contractor. The specifications never identify who is to pay for the coverage. It could be read by one person to mean that the Contractor will provide "basic" insurance without cost to the employee. It could be read by another person to mean that the Contractor will provide the availability of group coverage at the employee's own cost. If the intent is to require the Contractor to provide full employee coverage without cost to the employee, it would be very unusual to see this provision extended to part-time employees. There are also some related issues with plan design. Our own plan has nominal per visit co-pays (\$5.00) but virtually no deductibles, which is popular with drivers because they generally do not have the out of pocket dollars for deductibles. Please clarify this issue so that all proposers are working from the same set of assumptions.

The intent of the "basic" health insurance requirement included in this RFP is to ensure that such insurance is available to all employees, both full-time and part-time, who will be employed in the performance of the services requested in the RFP. All Proposals are to include information regarding the health insurance that will be available to these employees to verify that this requirement is met.

ADDITIONAL ATTACHMENTS FOR BUS SERVICES CORPORATION

PRINCIPAL OWNER INFORMATION FORM

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the District Attorney concerning its employees and business licensees. It further requires that bidders or proposers for County contracts provide directly to the District Attorney information concerning their "Principal Owners," that is, those natural persons who own an interest of 10 percent or more in the Contractor. For each "Principal Owner," the information which must be provided to the District Attorney is: 1) the Principal Owner's name, 2) his or her title, and 3) whether or not the Contractor has made a payment of any sort to the Principal Owner.

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE DISTRICT ATTORNEY AT THE ADDRESS OR FAX NUMBER SHOWN BELOW ON OR BEFORE THE DATE YOU SUBMIT A BID OR PROPOSAL TO A COUNTY DEPARTMENT. MAINTAIN DOCUMENTATION OF SUBMISSION.

In addition, bidders or proposers must certify to the soliciting County department that they are in full compliance with the Program requirements by submitting the Child Support Compliance Program Certification along with the bid or proposal.

To: District Attorney Bureau of Family Support Operations
Special Projects
P.O. Box 91109
Los Angeles, CA 90091-1009
FAX: (213) 890-9741

Telephone: (213) 889-2960 or (213) 889-2953

Contractor Name as Shown on Bid or Proposal: Bus Services Corporation
Contractor Address: 9252 Washburn Road
Downey, CA 90262
Telephone: (562) 622-9055 FAX: (562) 622-9075
County Department Receiving Bid or Proposal: L.A. County of Public Works
Type of Goods or Services To Be Provided: Maintenance as a Subcontractor
Contract or Purchase Order No. (if applicable): _____

Principal Owners: Please check appropriate box. If box I is checked, no further information is required. Please sign and date the form below.

- I. ☐ No natural person owns an interest of 10 percent or more in this Contractor.
II. ☐ Required principal owner information is provided below. (Use a separate sheet if necessary.)

	<u>Name of Principal Owner</u>	<u>Title</u>	<u>Payment Received From Contractor</u>	
1.	<u>Don Duffy</u>	<u>President</u>	<input checked="" type="checkbox"/> [YES]	<input type="checkbox"/> [NO]
2.	_____	_____	[YES]	[NO]
3.	_____	_____	[YES]	[NO]

I declare under penalty of perjury that the foregoing information is true and correct.

By: [Signature] Date: 7/29/98
(Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

Don Duffy
(Print Name)

President
(Title/Position)

00112

CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the District Attorney concerning its employees and business licensees. It further requires bidders or proposers for County contracts submit certifications of Program compliance to the soliciting County department along with bids or proposals. (In an emergency procurement, as determined by the soliciting County department, these certifications may be provided immediately following the procurement.)

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE SOLICITING COUNTY DEPARTMENT ALONG WITH YOUR BID OR PROPOSAL. IN ADDITION, PROVIDE A COPY TO THE DISTRICT ATTORNEY AT THE ADDRESS OR FAX NUMBER SHOWN BELOW.

I, (print name) Don Duffy, hereby submit this certification to the (name of County department) J.A. County of Public Works pursuant to the provisions of County Code Section 2.200.060 and hereby certify that (contractor name as shown on or proposal) WLCAC (Watts Labor Community Action Committee) located at (contractor address) 10950 South Central Ave Los Angeles, CA 90059 is in compliance with Los Angeles County's Child Support Compliance Program and has met the following requirements:

- 1) Submitted a completed Principal Owner Information Form to the District Attorney Bureau of Family Support Operations;
- 2) Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will continue to comply with such reporting requirements;
- 3) Fully complied with all lawfully served Wage and Earnings Withholding Orders or District Attorney Notice of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b), and will continue to comply with such Orders or Notices.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 29th day of July 1998
(Month and Year)

at: Downey, CALIFORNIA (562) 622-9055
(City/State) (Telephone No.)

by: [Signature]
(Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

Copy to: District Attorney Bureau of Family Support Operations
Special Projects
P.O. Box 911009
Los Angeles, CA 90091-1009
FAX: (213) 890-9741

Telephone: (213) 889-2960 or (213) 889-2953

00113

*Bus Services Corp.***LOS ANGELES COUNTY COMMUNITY BUSINESS ENTERPRISE (LAC/CBE) PROGRAM****FIRM/ORGANIZATION INFORMATION**

INSTRUCTIONS: All proposers responding to this solicitation must return this form for proper consideration of the proposal. The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to gender, race, creed, or color. Categories listed below are based on those described in 49 CFR § 23.5.

TYPE OF BUSINESS STRUCTURE: Corporation
(Corporation, Partnership, Sole Proprietorship, etc.)

TOTAL NUMBER OF EMPLOYEES IN FIRM (including owners): 20

CULTURAL/ETHNIC COMPOSITION OF FIRM (Partners, Associate Partners, Managers, Staff, etc.). Please break down the above total number of employees into the following categories:

	OWNERS/PARTNERS/ ASSOCIATE PARTNERS	MANAGERS	STAFF
Black/African American		2	3
Hispanic/Latin American		1	8
Asian American			1
American Indian/Alaskan Native			
White	1	2	2
Based on the above categories, please indicate the total numbers of men and women in the firm:			
Male	1	3	12
Female		2	2

PERCENTAGE OF OWNERSHIP IN FIRM Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latin American	Asian American	American Indian/ Alaskan Native	White
Men	%	%	%	%	100 %
Women	%	%	%	%	0 %

CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERANS BUSINESS ENTERPRISES
Is your firm currently certified as a minority, women-owned, disadvantaged or disabled veterans business enterprises by a public agency? (If yes, complete the following and attach a copy of your notice of certification.) NO

00114

M W D DV

Agency _____ Expiration Date _____
 Agency _____ Expiration Date _____
 Agency _____ Expiration Date _____
 Agency _____ Expiration Date _____
 Agency _____ Expiration Date _____

LEGEND:

M = Minority; W = Women; D = Disadvantaged; DV = Disabled Veterans

CONTRACTOR'S EEO CERTIFICATION

Bus Services Corporation

CONTRACTOR'S NAME

9252 Washburn Road Downey, CA 90242-2909

ADDRESS

954219447

INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER

GENERAL

Contractor, supplier, or vendor certifies and agrees that all persons employed by such firms, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of gender, age, race, creed, color, or national origin and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S CERTIFICATION

1. The Contractor has a written policy statement prohibiting any discrimination in all phases of employment.
Yes ☒ No ☐
2. The Contractor periodically conducts a self-analysis of utilization analysis of its work force.
Yes ☒ No ☐
3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups.
Yes ☒ No ☐
4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action to include established of goals and timetables.
Yes ☒ No ☐

Yes ☒ No ☐

GARY D. PESNEK
General Manager

Name of Title of Signer

Signature

Date

July 28, 1998

00115

Universal Technical Institute
Phoenix Arizona



This Degree is presented to

GREGORIO OROPEZA

who satisfactorily completed the following program

Automotive Diesel Technology

and in recognition of this achievement is entitled to this

Associate Of Occupational Studies Degree



In witness whereof, we have hereunto subscribed our signatures

at Phoenix, Arizona, this

11TH

day FEBRUARY 19 94

00116

Director

Director of Training



National Institute for
**AUTOMOTIVE
SERVICE
EXCELLENCE**

Be it known that

SERGIO RODRIGUEZ

has successfully passed the examinations and met the experience requirement prescribed by the National Institute for Automotive Service Excellence and is awarded this CERTIFICATE in evidence of COMPETENCE in the service areas listed below:

MEDIUM/HEAVY TRUCK SPECIALTY AREAS

AREAS OF DEMONSTRATED COMPETENCE

BRAKES

ELECTRICAL/ELECTRONIC SYSTEMS

** **

EXPIRES

JULY 1, 2002

JULY 1, 2001

**

00117

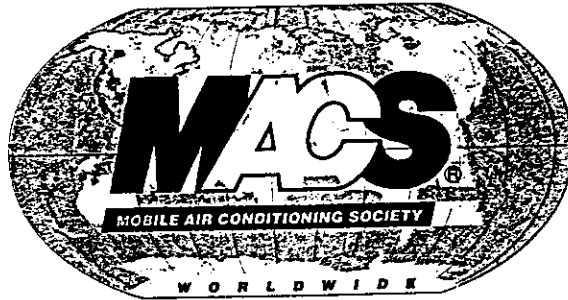
GIVEN THIS 31ST DAY OF DECEMBER 1996, AT HERNDON, VIRGINIA

557751885869R0DRI

IDENTIFICATION NUMBER

Ronald H. Weiner

RONALD H. WEINER, President



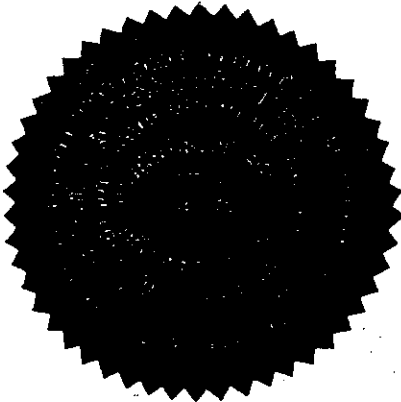
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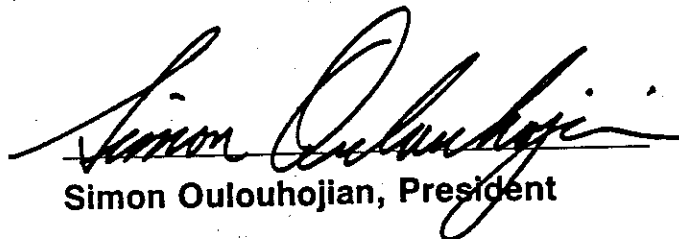
817073

Jose Iniguez

Bus Services Inc.

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




Simon Oulouhojian, President



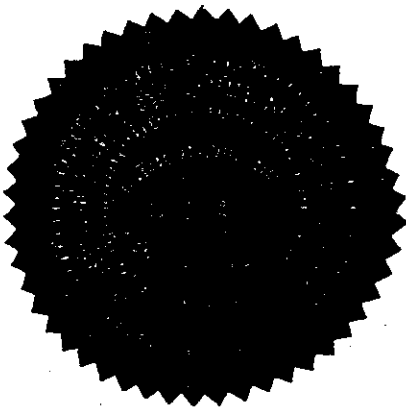
12/2/97

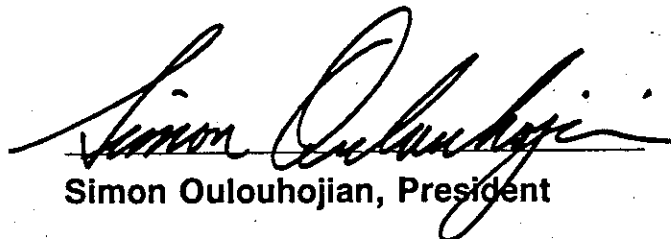
817072

Sergio Rodriguez

Bus Services Inc.

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




Simon Oulouhojian, President

HAHN'S TROLLEY

MAINTENANCE REPORT CARD – 6,000 Miles

If the item is working properly -- put a "CHECK" in the check column -- if the item needs service put an "S"

ODOMETER READING _____

DATE _____

VEHICLE ID _____

CHECKED BY _____

CHECK	A	CHECK
	1	Air Compressor Cut-in _____ Cut Out _____
	2	Low Air Warning Pressure ON _____
	3	Headlights- High & Low
	4	Emergency Flashers
	5	Turn Signals
	6	Wipers, Wiper Blades, Wiper Arms
	7	Mirrors and Mirror Mounts
	8	Brake and Tail Lights
	9	Clearance Lights
	10	Panel and Dome Lights
	11	Heater and Defroster Operation
	12	Speedometer and Odometer
	13	Low Brake Fluid Warning
	14	Back-up Alarm
	15	Key and Ignition Switch
	16	Oil Pressure
	17	Temperature Gauge
	18	Step Lift Operation
	19	Electrical System- Rate of Charge, Wires and Cables
	20	Steering Wheel
	21	Brake Pedal
	22	Engine Start
	23	Engine Shut-off
	24	Brake/Accelerator Interlock
	25	Door Operation
	26	Door Edges (rubber)
	27	Operation of Speed Switch/Interlock
		<input type="checkbox"/> Interlock ON-OFF
		<input type="checkbox"/> Retarder Engage-Disengage
		<input type="checkbox"/> Passenger Door Cancelled above 2 mph
		<input type="checkbox"/> Power to Step Lift Cancelled above 2 mph
	28	Operation of the Air Dryer
		Air Conditioning
	1	Check AC System Effectiveness
	2	Inspect AC Sight Glass Indicators at each Condensor
	3	Inspect Operation of Fans and Blowers
		Engine, Drive Line and Transmission
	1	Condition of "VEE" Belts and Pulleys (replace and adjust as necessary)
	2	Check Drive Line for Looseness
	3	Engine Cooling Fan and Fan Clutch _____
		Cooling Hoses _____
		Hose Clamps _____
	4	Engine Idle (Cold)
	5	Engine Performance
	6	Engine Idle Speed (Warm)
	7	Shift Lever in Proper Position for Gear Used (adjust if necessary)
	8	Transmission Shift Quality
	9	Transmission Retarder Control/Sequencing -Accelerator Microswitch Operation and Adjustment
	10	Take Oil Sample
		12 Volt Battery
	1	Battery Cabling
	2	Battery Hold Downs
	3	Battery Isolator
	4	Clean Battery
	5	Battery Hydrometer Reading _____
	6	Water Level

00120

CHECK	B	Lubrication
	1	Brake Camshaft
	2	Prop. Shaft (U-Joints)
	3	Step Lift
	4	Steering Sub Shaft (slip joint)
	5	Steering Knuckles
	6	Steering Column Bearings
	7	Spindle Joints
	8	Tie Rod Ends
	9	Wheel Bearings
CHECK	C	Brake System
	1	Drain Water from Air Tanks #1 ____ oz. #2 ____ oz. #3 ____ oz. NOTE: Max Water per Tank is 32 oz.
	2	Brake Application Pressure ____ psi
	3	Air Pressure Lost with Brakes Applied for 1 Minute ____ psi NOTE: Max Pressure Loss is 3 psi (with brakes fully applied)
	4	Brake Rod Travel - "S" Type Cam Slack Adjusters @ Re-set To: Right Front ____ inches ____ inches Left Front ____ inches ____ inches Right Rear ____ inches ____ inches Left Rear ____ inches ____ inches Max Brake Rod Travel is as Follows: All Fronts 1-3/4" Auto. Rear 2-1/4" Man. Rear 2"
	5	Brake Lining Thickness Rt. Front Leading ____ inches Rt. Rear Leading ____ inches Rt. Front Trailing ____ inches Rt. Rear Trailing ____ inches Lt. Front Leading ____ inches Lt. Rear Leading ____ inches Lt. Front Trailing ____ inches Lt. Rear Trailing ____ inches Note: Indicate Minimum Thickness
	6	Check Brake "S" cams
	7	Check "S" Cam Mounts to Axle- Re-torque if necessary
	8	Check Push Rod Travel
	9	Secure and Mark Rod Adjusting Nuts
	10	Check All Drums and Shoes for Grease caused by Leaking Seals
	11	Check Shoe to Drum Clearance
	12	Re-Torque and Mark Air Brake Chamber Nuts
		Fluid Changes/Filter Replacement and Cleaning
	1	Air Filter
	2	Oil
	3	Oil Filter
	4	Fuel Filter
	5	Fuel/Water Separator -Drain and Clean (replace filter as necessary)
		Undercarriage
	1	Air Spring Ride Height (Adjust Leveling Valves as Needed)
	2	Front Bumper, Front Bonnet
	3	Inspect Frame and Welds for Structural Cracks
	4	Inspect Cables, Wires, and Hoses through Firewall for Effective Seal
	5	Re-torque Chassis Bolts
	6	Re-torque U-bolts
		Frame, Steering, Suspension, Wheels, and Tires
	1	Front Wheel Hubs (inspect for leaks)
	2	Lug Nuts - Tighten
	3	Steering Freeplay and Linkage
	4	Tire Pressure
	5	Tire Tread Depth R/F ____/32 L/F ____/32 R/R/I ____/32 R/R/O ____/32 L/R/I ____/32 L/R/O ____/32 Min Tire Tread Depth is as Follows: 4/32" Steering Axle 2/32" Drive Axle

CHECK	D	Fluid Level
	1	Coolant Reservoir
	2	Differential Fluid
	3	Front Wheel Bearings
	4	Power Steering Fluid
	5	Step Lift
	6	Transmission Fluid
	7	Transmission Fluid (after strat-up)
	8	Windshield Washer Fluid

Comments

Body Condition

HAHN'S TROLLEY

MAINTENANCE REPORT CARD - 12,000 Miles

If the item is working properly – put a "CHECK" in the check column – if the item needs service put an "S"

ODOMETER READING _____

DATE _____

VEHICLE ID _____

CHECKED BY _____

CHECK	A	CHECK
	1	Air Compressor Cut-in _____ Cut Out _____
	2	Low Air Warning Pressure ON _____
	3	Headlights- High & Low
	4	Emergency Flashers
	5	Turn Signals
	6	Wipers, Wiper Blades, Wiper Arms
	7	Mirrors and Mirror Mounts
	8	Brake and Tail Lights
	9	Clearance Lights
	10	Panel and Dome Lights
	11	Heater and Defroster Operation
	12	Speedometer and Odometer
	13	Back-up Alarm
	14	Key and Ignition Switch
	15	Oil Pressure
	16	Temperature Gauge
	17	Step Lift Operation
	18	Electrical System- Rate of Charge, Wires and Cables
	19	Steering Wheel
	20	Brake Pedal
	21	Engine Start
	22	Engine Shut-off
	23	Brake/Accelerator Interlock
	24	Door Operation
	25	Door Edges (rubber)
	26	Operation of Speed Switch/Interlock
		<input type="checkbox"/> Interlock ON-OFF
		<input type="checkbox"/> Retarder Engage-Disengage
		<input type="checkbox"/> Passenger Door Cancelled above 2 mph
		<input type="checkbox"/> Power to Step Lift Cancelled above 2 mph
	27	Operation of the Air Dryer
		Air Conditioning
	1	Check AC System Effectiveness
	2	Inspect AC Sight Glass Indicators at each Condensor
	3	Inspect Operation of Fans and Blowers
	4	Inspect Electrical Connections for Tightness.
		Engine, Drive Line and Transmission
	1	Condition of "VEE" Belts and Pulleys (replace and adjust as necessary)
	2	Check Drive Line for Looseness
	3	Engine Cooling Fan and Fan Clutch <input type="checkbox"/>
		Cooling Hoses <input type="checkbox"/>
		Hose Clamps <input type="checkbox"/>
		Pressure Test <input type="checkbox"/>
	4	Engine Idle (Cold)
	5	Engine Performance
	6	Engine Idle Speed (Warm)
	7	Shift Lever in Proper Position for Gear Used (adjust if necessary)
	8	Transmission Shift Quality
	9	Transmission Retarder Control/Sequencing -Accelerator Microswitch Operation and Adjustment
	10	Take Transmission Fluid Sample
	11	Take Oil Sample
		12 Volt Battery
	1	Battery Cabling
	2	Battery Hold Downs
	3	Battery Isolator
	4	Clean Battery

	5	Battery Hydrometer Reading _____
	6	Water Level _____
CHECK	B	Lubrication
	1	Brake Camshaft
	2	Prop. Shaft (U-Joints)
	3	Step Lift
	4	Steering Sub Shaft (slip joint)
	5	Steering Knuckles
	6	Steering Column Bearings
	7	Spindle Joints
	8	Tie Rod Ends
	9	Wheel Bearings
CHECK	C	Brake System
	1	Drain Water from Air Tanks #1 _____ oz. #2 _____ oz. #3 _____ oz. NOTE: Max Water per Tank is 32 oz.
	2	Brake Application Pressure _____ psi
	3	Air Pressure Lost with Brakes Applied for 1 Minute _____ psi NOTE: Max Pressure Loss is 3 psi (with brakes fully applied)
	4	Brake Rod Travel - "S" Type Cam Slack Adjusters @ _____ inches Re-set To: _____ inches Right Front _____ inches _____ inches Left Front _____ inches _____ inches Right Rear _____ inches _____ inches Left Rear _____ inches _____ inches Max Brake Rod Travel is as Follows: All Fronts 1-3/4" Auto. Rear 2-1/4" Man. Rear 2"
	5	Brake Lining Thickness Rt. Front Leading _____ inches Rt. Rear Leading _____ inches Rt. Front Trailing _____ inches Rt. Rear Trailing _____ inches Lt. Front Leading _____ inches Lt. Rear Leading _____ inches Lt. Front Trailing _____ inches Lt. Rear Trailing _____ inches Note: Indicate Minimum Thickness
	6	Check Brake "S" cams
	7	Check "S" Cam Mounts to Axle- Re-torque if necessary
	8	Check Push Rod Travel
	9	Secure and Mark Rod Adjusting Nuts
	10	Check All Drums and Shoes for Grease caused by Leaking Seals
	11	Check Shoe to Drum Clearance
	12	Re-Torque and Mark Air Brake Chamber Nuts
		Fluid Changes/Filter Replacement and Cleaning
	1	Air Filter
	2	Oil
	3	Oil Filter
	4	Fuel Filter
	5	Fuel/Water Separator -Drain and Clean (replace filter as necessary)
	6	Transmission Fluid
	7	Transmission Filter
		Undercarriage
	1	Air Spring Ride Height (Adjust Leveling Valves as Needed)
	2	Front Bumper, Front Bonnet
	3	Inspect Frame and Welds for Structural Cracks
	4	Inspect Cables, Wires, and Hoses through Firewall for Effective Seal
	5	Re-torque Chassis Bolts
	6	Re-torque U-bolts
		Frame, Steering, Suspension, Wheels, and Tires
	1	Front Wheel Hubs (inspect for leaks)
	2	Lug Nuts - Tighten
	3	Steering Freeplay and Linkage
	4	Tire Pressure

HAHN'S TROLLEY

MAINTENANCE REPORT CARD - 18,000 Miles

If the item is working properly -- put a "CHECK" in the check column -- if the item needs service put an "S"

ODOMETER READING _____		DATE _____	
VEHICLE ID _____			
CHECKED BY _____			

CHECK	A	CHECK
	1	Air Compressor Cut-in _____ Cut Out _____
	2	Low Air Warning Pressure ON _____
	3	Headlights- High & Low
	4	Emergency Flashers
	5	Turn Signals
	6	Wipers, Wiper Blades, Wiper Arms
	7	Mirrors and Mirror Mounts
	8	Brake and Tail Lights
	9	Clearance Lights
	10	Panel and Dome Lights
	11	Heater and Defroster Operation
	12	Speedometer and Odometer
	13	Low Brake Fluid Warning
	14	Back-up Alarm
	15	Key and Ignition Switch
	16	Oil Pressure
	17	Temperature Gauge
	18	Step Lift Operation
	19	Electrical System- Rate of Charge, Wires and Cables
	20	Steering Wheel
	21	Brake Pedal
	22	Engine Start
	23	Engine Shut-off
	24	Brake/Accelerator Interlock
	25	Door Operation
	26	Door Edges (rubber)
	27	Operation of Speed Switch/Interlock
		<input type="checkbox"/> Interlock ON-OFF
		<input type="checkbox"/> Retarder Engage-Disengage
		<input type="checkbox"/> Passenger Door Cancelled above 2 mph
		<input type="checkbox"/> Power to Step Lift Cancelled above 2 mph
	28	Operation of the Air Dryer
		Air Conditioning
	1	Check AC System Effectiveness
	2	Inspect AC Sight Glass Indicators at each Condensor
	3	Inspect Operation of Fans and Blowers
		Engine, Drive Line and Transmission
	1	Condition of "VEE" Belts and Pulleys (replace and adjust as necessary)
	2	Check Drive Line for Looseness
	3	Engine Cooling Fan and Fan Clutch <input type="checkbox"/>
		Cooling Hoses <input type="checkbox"/>
		Hose Clamps <input type="checkbox"/>
	4	Engine Idle (Cold)
	5	Engine Performance (tune as necessary)
	6	Engine Idle Speed (Warm)
	7	Shift Lever in Proper Position for Gear Used (adjust if necessary)
	8	Transmission Shift Quality
	9	Transmission Retarder Control/Sequencing -Accelerator Microswitch Operation and Adjustment
	11	Take Oil Sample
		12 Volt Battery
	1	Battery Cabling
	2	Battery Hold Downs
	3	Battery Isolator
	4	Clean Battery

00126

	6	Load Test
CHECK	B	Lubrication
	1	Brake Camshaft
	2	Prop. Shaft (U-Joints)
	3	Step Lift
	4	Steering Sub Shaft (slip joint)
	5	Steering Knuckles
	6	Steering Column Bearings
	7	Spindle Joints
	8	Tie Rod Ends
	9	Wheel Bearings (change fluid)
CHECK	C	Brake System
	1	Drain Water from Air Tanks #1 ____ oz. #2 ____ oz. #3 ____ oz. NOTE: Max Water per Tank is 32 oz.
	2	Brake Application Pressure ____ psi
	3	Air Pressure Lost with Brakes Applied for 1 Minute ____ psi NOTE: Max Pressure Loss is 3 psi (with brakes fully applied)
	4	Brake Rod Travel - "S" Type Cam Slack Adjusters @ Re-set To: Right Front ____ inches ____ inches Left Front ____ inches ____ inches Right Rear ____ inches ____ inches Left Rear ____ inches ____ inches Max Brake Rod Travel is as Follows: All Fronts 1-3/4" Auto. Rear 2-1/4" Man. Rear 2"
	5	Brake Lining Thickness Rt. Front Leading ____ inches Rt. Rear Leading ____ inches Rt. Front Trailing ____ inches Rt. Rear Trailing ____ inches Lt. Front Leading ____ inches Lt. Rear Leading ____ inches Lt. Front Trailing ____ inches Lt. Rear Trailing ____ inches Note: Indicate Minimum Thickness
	6	Check Brake "S" cams
	7	Check "S" Cam Mounts to Axle- Re-torque if necessary
	8	Check Push Rod Travel
	9	Secure and Mark Rod Adjusting Nuts
	10	Check All Drums and Shoes for Grease caused by Leaking Seals
	11	Check Shoe to Drum Clearance
	12	Re-Torque and Mark Air Brake Chamber Nuts
		Fluid Changes/Filter Replacement and Cleaning
	1	Air Filter
	2	Oil
	3	Oil Filter
	4	Fuel Filter
	5	Fuel/Water Separator -Drain and Clean (replace filter as necessary)
		Undercarriage
	1	Air Spring Ride Height (Adjust Leveling Valves as Needed)
	2	Front Bumper, Front Bonnet
	3	Inspect Frame and Welds for Structural Cracks
	4	Inspect Cables, Wires, and Hoses through Firewall for Effective Seal
	5	Re-torque Chassis Bolts
	6	Re-torque U-bolts
		Frame, Steering, Suspension, Wheels, and Tires
	1	Front Wheel Hubs (inspect for leaks)
	2	Lug Nuts - Tighten
	3	Steering Freeplay and Linkage
	4	Tire Pressure

	5	Tire Tread Depth R/F ___/32 L/F ___/32 R/R/I ___/32 R/R/O ___/32 L/R/I ___/32 L/R/O ___/32 Min Tire Tread Depth is as Follows: 4/32" Steering Axle 2/32" Drive Axle
--	---	---

CHECK	D	Fluid Level
	1	Coolant Reservoir
	2	Differential Fluid
	3	Front Wheel Bearings
	4	Power Steering Fluid
	5	Step Lift
	6	Transmission Fluid
	7	Transmission Fluid (after strat-up)
	8	Windshield Washer Fluid

Comments

Body Condition

HAHN'S TROLLEY

MAINTENANCE REPORT CARD - 24,000 Miles

If the item is working properly -- put a "CHECK" in the check column -- if the item needs service put an "S"

ODOMETER READING _____

DATE _____

VEHICLE ID _____

CHECKED BY _____

CHECK	A	CHECK
	1	Air Compressor Cut-in _____ Cut Out _____
	2	Low Air Warning Pressure ON _____
	3	Headlights- High & Low
	4	Emergency Flashers
	5	Turn Signals
	6	Wipers, Wiper Blades, Wiper Arms
	7	Mirrors and Mirror Mounts
	8	Brake and Tail Lights
	9	Clearance Lights
	10	Panel and Dome Lights
	11	Heater and Defroster Operation
	12	Speedometer and Odometer
	13	Low Brake Fluid Warning
	14	Back-up Alarm
	15	Key and Ignition Switch
	16	Oil Pressure
	17	Temperature Gauge
	18	Step Lift Operation
	19	Electrical System- Rate of Charge, Wires and Cables
	20	Steering Wheel
	21	Brake Pedal
	22	Engine Start
	23	Engine Shut-off
	24	Brake/Accelerator Interlock
	25	Door Operation
	26	Door Edges (rubber)
	27	Operation of Speed Switch/Interlock
		<input type="checkbox"/> Interlock ON-OFF
		<input type="checkbox"/> Retarder Engage-Disengage
		<input type="checkbox"/> Passenger Door Cancelled above 2 mph
		<input type="checkbox"/> Power to Step Lift Cancelled above 2 mph
	28	Operation of the Air Dryer
		Air Conditioning
	1	Check AC System Effectiveness
	2	Inspect AC Sight Glass Indicators at each Condensor
	3	Inspect Operation of Fans and Blowers
	4	Inspect Electrical Connections for Tightness
	5	Replace System Filter/Dryer Unit
		Engine, Drive Line and Transmission
	1	Condition of "VEE" Belts and Pulleys (replace and adjust as necessary)
	2	Check Drive Line for Looseness
	3	Engine Cooling Fan and Fan Clutch <input type="checkbox"/>
		Cooling Hoses <input type="checkbox"/>
		Hose Clamps <input type="checkbox"/>
		Pressure Test <input type="checkbox"/>
	4	Engine Idle (Cold)
	5	Engine Performance (tune as necessary)
	6	Engine Idle Speed (Warm)
	7	Shift Lever in Proper Position for Gear Used (adjust if necessary)
	8	Transmission Shift Quality
	9	Transmission Retarder Control/Sequencing -Accelerator Microswitch Operation and Adjustment
	11	Take Oil Sample
	12	Take Transmission Fluid Sample
		12 Volt Battery
	1	Battery Cabling
	2	Battery Hold Downs
	3	Battery Isolator

00129

	4	Clean Battery
	5	Battery Hydrometer Reading _____
	6	Load Test
CHECK	B	Lubrication
	1	Brake Camshaft
	2	Prop. Shaft (U-Joints)
	3	Step Lift
	4	Steering Sub Shaft (slip joint)
	5	Steering Knuckles
	6	Steering Column Bearings
	7	Spindle Joints
	8	Tie Rod Ends
	9	Wheel Bearings (change fluid)
CHECK	C	Brake System
	1	Drain Water from Air Tanks #1 _____ oz. #2 _____ oz. #3 _____ oz. NOTE: Max Water per Tank is 32 oz.
	2	Brake Application Pressure _____ psi
	3	Air Pressure Lost with Brakes Applied for 1 Minute _____ psi NOTE: Max Pressure Loss is 3 psi (with brakes fully applied)
	4	Brake Rod Travel - "S" Type Cam Slack Adjusters @ Re-set To: Right Front _____ inches _____ inches Left Front _____ inches _____ inches Right Rear _____ inches _____ inches Left Rear _____ inches _____ inches Max Brake Rod Travel is as Follows: All Fronts 1-3/4" Auto. Rear 2-1/4" Man. Rear 2"
	5	Brake Lining Thickness Rt. Front Leading _____ inches Rt. Rear Leading _____ inches Rt. Front Trailing _____ inches Rt. Rear Trailing _____ inches Lt. Front Leading _____ inches Lt. Rear Leading _____ inches Lt. Front Trailing _____ inches Lt. Rear Trailing _____ inches Note: Indicate Minimum Thickness
	6	Check Brake "S" cams
	7	Check "S" Cam Mounts to Axle- Re-torque if necessary
	8	Check Push Rod Travel
	9	Secure and Mark Rod Adjusting Nuts
	10	Check All Drums and Shoes for Grease caused by Leaking Seals
	11	Check Shoe to Drum Clearance
	12	Re-Torque and Mark Air Brake Chamber Nuts
		Fluid Changes/Filter Replacement and Cleaning
	1	Air Filter
	2	Engine Coolant (flush)
	3	Oil
	4	Oil Filter
	5	Fuel Filter
	7	Fuel/Water Separator -Drain and Clean (replace filter as necessary)
	8	Power Steering Fluid
	9	Thermostat
	10	Transmission Fluid
	11	Transmission Filter
		Undercarriage
	1	Air Spring Ride Height (Adjust Leveling Valves as Needed)
	2	Front Bumper, Front Bonnet
	3	Inspect Frame and Welds for Structural Cracks
	4	Inspect Cables, Wires, and Hoses through Firewall for Effective Seal
	5	Re-torque Chassis Bolts
	6	Re-torque U-bolts
		Frame, Steering, Suspension, Wheels, and Tires
	1	Front Wheel Hubs (inspect for leaks)
	2	Lug Nuts - Tighten
	3	Steering Freeplay and Linkage
	4	Tire Pressure

7. Authorize the Director, or his designee, to disburse up to \$597,400 of Proposition A Local Return Transit funds available in the Second Supervisorial District's portion of the Transit Enterprise Fund to finance the cost of the fixed route service from October 1, 2001, through September 30, 2002, and up to \$703,600 for the final option year from October 1, 2002, through September 30, 2003.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to approve the continuation of the fixed-route service for patrons of the unincorporated area of Willowbrook and to amend the agreement to include the Living Wage Program requirements.

On June 25, 1991, your Board approved allocating Proposition A Local Return Transit funds from Supervisorial District 2 for operation of the Hahn's Trolley and Shuttle Service. In Fiscal Year (FY) 1991-92 and in subsequent fiscal years, your Board approved the continuation of this service. This action exercises the one-year extension option to Agreement 71937 with the Watts Labor Community Action Committee which was approved by your Board on September 8, 1998, Synopsis 39. It also authorizes the Director the discretion to extend the Agreement for the final-one-year period from October 1, 2002, through September 30, 2003.

Implementation of Strategic Plan Goals

This action meets the County's Strategic Plan of Service Excellence as it provides services to the public in a responsive manner. These services improve the mobility of the patrons.

FISCAL IMPACT/FINANCING

This action approves a total estimated cost of \$1,301,000. The cost of the fixed-route service from October 1, 2001, through September 30, 2002, is \$597,400. The cost of the final-option year from October 1, 2002, through September 30, 2003, will not exceed \$703,600.

The Honorable Board of Supervisors
August 23, 2001
Page 3

The service will be financed from the Second Supervisorial District's allocation of Proposition A Local Return Transit funds available in the Transit Operations Enterprise Fund administered by Public Works.

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. The Auditor-Controller has reviewed and approved these calculations.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This service is being contracted in accordance with procedures authorized under the provisions of County Charter Section 44.7, Part 3, Chapter 2.121.250 through 2.121.420, Title 2, 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.

This agreement, through this amendment, will be in compliance with the mandatory living wage requirements as set forth in Los Angeles County Code Chapter 2.201, Living Wage Program. Public Works has evaluated and determined that the contractor is a nonprofit organization and will be exempt from the requirements of the Living Wage Program.

This amendment includes various County contract policies approved by your Board after its award. These policies include quality assurance, prohibition against the use of child labor, employee Federal-earned income credit notification, and contractor debarment.

The amendment has been properly executed by the contractor and County Counsel has approved this amendment as to form.

Upon your approval, we will inform the Los Angeles County Metropolitan Transportation Authority (MTA) of the continuation of this program.

The Honorable Board of Supervisors
August 23, 2001
Page 4

ENVIRONMENTAL DOCUMENTATION

This activity is a discretionary project that is statutorily exempt from the California Environmental Quality Act pursuant to Public Resources Code 21080 (b) (10) under transportation-related projects.

CONTRACTING PROCESS

The three-year agreement with two, 1-year options was initially awarded through a competitive process, which dictates the maximum annual cost of the service.

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 which will exceed the agreement's approved amount, scope of work, and/or dates.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This action provides for the continuation of the current service.

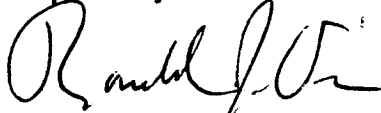
CONCLUSION

Please have the original and one copy of this contract signed by the Mayor. Please return the signed copy for the contractor to Public Works, together with a conformed copy for Public Works' file. The fully executed original should be retained for your files.

The Honorable Board of Supervisors
August 23, 2001
Page 5

Two approved copies of this letter are requested.

Respectfully submitted,



for JAMES A. NOYES
Director of Public Works

AM

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Enc. 3

cc: Chief Administrative Office
County Counsel

1 //

2 AMENDMENT 1 TO CONTRACT 71937

3 THIS AMENDMENT, made and entered into as of this 4th day
4 of September, 2001.

5 WHEREAS, Contract 71937 was entered into between the County of
6 Los Angeles and WATTS LABOR COMMUNITY ACTION COMMITTEE, a non-
7 profit organization (Contractor), on September 8, 1998, to furnish
8 fixed route transit service in County unincorporated area of
9 Willowbrook; and

10 WHEREAS, the County has adopted a Living Wage Program
11 [Los Angeles County Code, Chapter 2.201 (Exhibit B)] which
12 established a minimum living wage of \$9.46 per hour; and

13 WHEREAS, all employees of the Contractor who work under this
14 Contract are paid an hourly wage in accordance with the County's
15 Living Wage Ordinance; and

16 WHEREAS, the County, since the award of this Contract, has
17 adopted contracting policies regarding County's Quality Assurance
18 Plan, Prohibition Against the Use of Child Labor, recycled content
19 paper products, employee notification of Federal earned income tax
20 credit; and Contractor Responsibility and Debarment; and

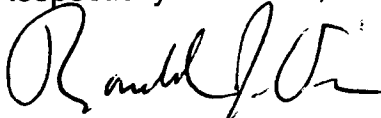
21 WHEREAS, the Contractor agrees to comply with all the
22 requirements of the Living Wage Ordinance and the County's recently
23 adopted contracting policies.

24 NOW, THEREFORE, the parties agree to amend this Contract to
25 include the Los Angeles County Living Wage Ordinance and the
26 County's newly adopted contract policies as reflected in
27 Exhibit A, and as follows:
28

The Honorable Board of Supervisors
August 23, 2001
Page 5

Two approved copies of this letter are requested.

Respectfully submitted,



for JAMES A. NOYES
Director of Public Works

AM

P:\ASPUB\CONTRACTAM\HAHN'S\BLHAHN0102.WPD

Enc. 3

cc: Chief Administrative Office
County Counsel

1 //

2 1. Amend Section 2 on page 1 to read:

3 SECTION 2. TERM OF CONTRACT

4 The original term of this contract was for three (3) years
5 from October 1, 1998 to September 30, 2001. This AMENDMENT
6 will exercise the COUNTY'S Option to extend the term of
7 SERVICE under this contract to include the period from October
8 1, 2001 through September 30, 2002. This contract may be
9 extended for the additional one-year period from October 1,
10 2002 through September 30, 2003, at the sole option and
11 written direction of the Director of Public Works.

12 2. Amend Section 9.C to add:

13 COUNTY'S maximum obligation under this Contract for the two
14 option years is One Million Three Hundred One Thousand and
15 00/100 Dollars (\$1,301,000). The estimated cost for the
16 period of October 1, 2001 through September 30, 2002 is Five
17 Hundred Ninety Seven Thousand Four Hundred and 00/100 Dollars
18 (\$597,400).

19 All other terms, conditions, requirements, specifications,
20 conditions, and prices of the original Contract shall remain
21 in effect.

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28

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
ADMINISTRATIVE SERVICES DIVISION
ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Los Angeles
On 8/16/01 before me Paulette M. Nickerson,
Notary Public
personally appeared Timothy Watkins and Theodore Watkins
NAME(S) OF SIGNER(S)

☒ personally know to me -OR- ☐ 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.

Witness my hand and official seal.

PAULETTE M. NICKERSON
Commission # 1243021
Notary Public - California
Los Angeles County
My Comm. Expires Nov 22, 2003

Paulette M. Nickerson
SIGNATURE OF NOTARY

CAPACITY CLAIMED BY SIGNER(S)

- ☐ INDIVIDUAL(S)
☒ CORPORATE OFFICER(S)
President AND
Recording Secretary
TITLE(S)
☐ PARTNER(S)
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

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 Amendment 1 to Contract 71937
Number of Pages 12 Date of Document 9/1/01
Signer(s) Other Than Named Above see contract

1 //

2 IN WITNESS WHEREOF, the County has, by order of its Board of
3 Supervisors, caused these presents to be subscribed by the Mayor of
4 said Board and the seal of said Board to be affixed and attested by
5 the Clerk thereof, and the Contractor has hereunto subscribed its
6 name by and through its officers thereunto duly authorized, as of
7 the day, month, and year hereinabove first written.



COUNTY OF LOS ANGELES

By

Mike Antonovich
Mayor, Board of Supervisors

12 ATTEST:

13 VIOLET VARONA-LUKENS
14 Executive Officer of the
15 Board of Supervisors of the
16 County of Los Angeles

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

16 By

Sybil G. Villalobos
Deputy

72

SEP 04 2001

18 APPROVED AS TO FORM:

19 LLOYD W. PELLMAN
20 County Counsel

Violet Varona-Lukens
VIOLET VARONA-LUKENS
EXECUTIVE OFFICER

21 By

Laurence G. Peralta
Deputy

WATTS LABOR COMMUNITY
ACTION COMMITTEE,
a non-profit organization

25 By

[Signature]
President

27 By

[Signature]
Secretary

[illegible]

I. COMPLIANCE WITH LIVING WAGE PROGRAM

This Contract is subject to the provisions of the County's Living Wage Program (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 Exhibit B and incorporated by reference into and made a part of this Contract.

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that Contractor qualifies for an exception (other than the collective bargaining agreement exception) to the Program (Section 2.201.090 of the 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 the County under the Contract:

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2 B. Payment of Living Wage Rates - Cont'd

- 3 2. For purposes of this Section, "Contractor" includes
4 any subcontractor engaged by Contractor to perform
5 services for the County under this Contract. If
6 Contractor uses any subcontractor to perform
7 services for the County under this Contract, the
8 subcontractor shall be subject to provisions of
9 this Section. The provisions of this Section shall
10 be inserted into any such subcontract agreement and
11 a copy of the Program shall be attached to the
12 agreement. "Employee" means any individual who is
13 an employee of Contractor under the laws of
14 California, and who is providing full-time services
15 to Contractor, some or all of which are provided to
16 the County under this Contract. "Full-time" means
17 a minimum of 40 hours worked per week, or a lesser
18 number of hours, if the lesser number is a
19 recognized industry standard and is approved as
20 such by the County; however, fewer than 35 hours
21 worked per week will not, in any event, be
22 considered full-time.
- 23 3. If Contractor is required to pay a living wage when
24 this Contract commences, Contractor shall continue
25 to pay a living wage for the entire term of this
26 Contract, including any option period.
- 27 4. If Contractor is not required to pay a living wage
28 when this Contract commences, Contractor shall have
a continuing obligation to review the applicability
of its "exemption status" from the living wage
requirement, and Contractor shall immediately
notify County if Contractor at any time either
comes within the Program's definition of "Employer"
or if Contractor no longer qualifies for an
exception to the 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.
The County may also require, at any time during
this Contract and at its sole discretion, that
Contractor demonstrate to the County's satisfaction
that Contractor either continues to remain outside
of the Program's definition of "Employer" and/or
that Contractor continues to qualify for an
exception to the Program. Unless Contractor
satisfies this requirement within the time frame
permitted by the County, Contractor shall
immediately be required to pay the living wage for
the remaining term of this Contract, including any
option period.

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2 C. Contractor's Submittal of Certified Monitoring Reports

3 Contractor shall submit to the County certified
4 monitoring reports at a frequency instructed by the
5 County. The certified monitoring reports shall list all
6 of Contractor's employees during the reporting period.
7 The certified monitoring reports shall also verify the
8 number of hours worked, the hourly wage rate paid, and
9 the amount paid by Contractor for health benefits, if
10 any, for each of its employees. The certified monitoring
11 reports shall also state the name and identification
12 number of Contractor's current health care benefits plan,
13 and Contractor's portion of the premiums paid as well as
14 the portion paid by each employee.

15 All certified monitoring reports shall be submitted on
16 forms provided by the County, or any other form approved
17 by the County which contains the above information. The
18 County reserves the right to request any additional
19 information it may deem necessary. If the County
20 requests additional information, Contractor shall
21 promptly provide such information. Contractor, through
22 one of its officers, shall certify under penalty of
23 perjury that the information contained in each certified
24 monitoring report is true and accurate.

25 D. County Auditing of Contractor Records

26 Upon a minimum of 24 hours' written notice, the County
27 may audit, at Contractor's place of business, any of
28 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 four years from the date of final payment
under this Contract. Authorized agents of the County
shall have access to all such records during normal
business hours for the entire period that records are to
be maintained.

29 E. Notifications to Employees

30 Contractor shall place County-provided living wage
31 posters at each of Contractor's places of business and
32 all locations where Contractor's employees are performing
33 services for the County. Contractor shall also
34 distribute County-provided notices to each of its
35 employees at least once per year. Contractor shall
36 translate the posters and handouts into Spanish and any
37 other language spoken by a significant number of its
38 employees.

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1 // F. Enforcement and Remedies

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

5 1. Remedies For Submission of Late or Incomplete
6 Certified Monitoring Reports: If Contractor
7 submits a certified monitoring report to the County
8 after the date it is due or if the report submitted
9 does not contain all of the required information,
10 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, the
County may, in its sole discretion, exercise any or
all of the following rights/remedies:

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

16 b. Liquidated Damages: It is mutually understood
17 and agreed that Contractor's failure to submit
18 an accurate, complete, timely, and properly
19 certified monitoring report will result in
20 damages being sustained by the County. It is
21 also understood and agreed that the nature and
22 amount of the damages will be extremely
23 difficult and impractical to fix; that the
24 liquidated damages set forth herein are the
25 nearest and most exact measure of damages for
26 such breach that can be fixed at this time;
27 and that the liquidated damages are not
28 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 the County may, in its sole
discretion, assess against Contractor
liquidated damages in the amount of \$100 per
monitoring report for each day until the
County has been provided with a properly
prepared, complete, and certified monitoring
report.

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2 F. Enforcement and Remedies - Cont'd

3 The County may deduct any assessed liquidated
4 damages from any payments otherwise due
5 Contractor.

- 6 c. Termination: Contractor's failure to submit
7 an accurate, complete, timely, and properly
8 certified monitoring report may constitute a
9 material breach of this Contract. In the
10 event of such material breach, County may, in
11 its sole discretion, terminate this Contract.

- 12 2. Remedies for Payment of Less Than the Required
13 Living Wage: If Contractor fails to pay any
14 employee at least the applicable hourly living wage
15 rate, such deficiency shall constitute a breach of
16 this Contract. In the event of any such breach,
17 the County may, in its sole discretion, exercise
18 any or all of the following rights/remedies:

- 19 a. Withholding Payment: If Contractor fails to
20 pay one or more of its employees at least the
21 applicable hourly living wage rate, the County
22 may withhold from any payment otherwise due
23 Contractor the aggregate difference between
24 the living wage amounts Contractor was
25 required to pay its employees for a given pay
26 period and the amount actually paid to the
27 employees for that pay period. The County may
28 withhold said amount until Contractor has
satisfied the 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 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
Contractor's breach. Therefore, it is agreed
that the County may, in its sole discretion,

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F. Enforcement and Remedies - Cont'd

assess against Contractor liquidated damages of \$50 per employee per day for each and every instance of an underpayment to an employee. The County may deduct any assessed liquidated damages from any payments otherwise due Contractor.

c. Termination: Contractor's continued 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, the 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, not to exceed three years.

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G. 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 the 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 the 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.

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H. 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 Program to the 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

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2 H. Contractor Retaliation Prohibited - Cont'd

3 discretion, terminate Contractor's right to perform under
4 this Contract.

5 I. Contractor Standards

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

13 J. Neutrality in Labor Relations

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

24 II. COUNTY'S QUALITY ASSURANCE PLAN

25 The County or its agent will evaluate Contractor's performance
26 under this Contract on not less than an annual basis. Such
27 evaluation will include assessing Contractor's compliance with
28 all contract terms 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
the County and Contractor. If improvement does not occur
consistent with the corrective action measures, County may
terminate this Contract or impose other penalties as specified
in this Contract.

29 III. PROHIBITION AGAINST USE OF CHILD LABOR

30 The Contractor shall:

- 31 A. Not knowingly sell or supply to County any products,
32 goods, supply, or other personal property or manufactured
33 in violation of child labor standards set by the
34 International Labor Organization through its 1973
35 Convention Concerning Minimum Age for Employment; and,

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2 III. PROHIBITION AGAINST USE OF CHILD LABOR - Cont'd

3 B. Upon request by County, provide the country/countries of
4 origin of any products, goods, supplies, or other
personal property Contractor sells or supplies to County;
and,

5 C. Upon request by County, provide to County the
6 manufacturer's certification of compliance with all
international child labor conventions.

7 Should County discover that any products, goods, supplies, or
8 other personal property sold or supplied by Contractor to
County are produced in violation of any international child
9 labor conventions, Contractor shall immediately provide an
alternative, compliant source of supply.

10 Failure by Contractor to comply with provisions of this clause
11 will be grounds for immediate cancellation of this Contract.

12 IV. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

13 Contractor shall notify its employees, and shall require each
14 subcontractor to notify its employees, that they may be
15 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).

16 V. CONTRACTOR RESPONSIBILITY AND DEBARMENT (Exhibit D)

17 A. A responsible Contractor is a Contractor who has
18 demonstrated the attribute of trustworthiness, as well as
19 quality, fitness, capacity, and experience to
20 satisfactorily perform the proposed contract. It is the
County's policy to conduct business only with responsible
contractors.

21 B. The Contractor is hereby notified that, in accordance
22 with Chapter 2.202 of the County Code, if the County
acquires information concerning the performance of the
23 Contractor on this or other contracts which indicates
that the Contractor is not responsible, the County may,
24 in addition to other remedies provided in the contract,
debar the Contractor from bidding on County contracts for
a specified period of time not to exceed three years, and
25 terminate any or all existing contracts the Contractor
may have with the County.

26 C. The County may debar a contractor if the Board finds, in
27 its discretion, that the Contractor has done any of the
28 following: (1) violated any term of a contract with the
County, (2) committed any act or omission which

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2 V. CONTRACTOR RESPONSIBILITY AND DEBARMENT - Cont'd

3 negatively reflects on the Contractor's quality, fitness
4 or capacity to perform a contract with the County or any
5 other public entity, or engaged in a pattern or practice
6 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 the County or any other public entity.

7 D. If there is evidence that the Contractor may be subject
8 to debarment, the Department will notify the Contractor
9 in writing of the evidence which is the basis for the
proposed debarment and will advise the Contractor of the
scheduled date for a debarment hearing before the
Contractor Hearing Board.

10 E. The Contractor Hearing Board will conduct a hearing where
11 evidence on the proposed debarment is presented. The
12 Contractor and/or the Contractor's representative shall
13 be given an opportunity to submit evidence at that
14 hearing. After the hearing, the Contractor Hearing Board
15 will prepare a proposed decision, which will contain a
16 recommendation regarding whether the Contractor should be
debarred, and, if so, the appropriate length of time of
the debarment. If the Contractor fails to avail itself
of the opportunity to submit evidence to the Contractor
Hearing Board, the Contractor may be deemed to have
waived all rights of appeal.

17 F. A record of the hearing, the proposed decision and any
18 other recommendation of the Contractor Hearing Board
19 will be presented to the Board. The Board will have the
right to modify, deny or adopt the proposed decision and
recommendation of the Contractor Hearing Board.

20 G. These terms shall also apply to subcontractors of
21 Contractor.

22 VI. RECYCLED-CONTENT PAPER PRODUCTS

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

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31 //C:\TEMP\WLCAC Amend Trolley01.wpd

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.babysafe-la.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

Zey 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 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 brazaletes y el padre/madre recibirá un brazaletes 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.



JAMES A. NOYES, 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
www.ladpw.org

MARK *[Signature]*
Angelica *[Signature]*
K *[Signature]*
8/29/03

August 28, 2003

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

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

IN REPLY PLEASE

REFER TO FILE: AS-0
71878
Amendment 1
71904
Amendment 3

Dear Supervisors:

**WALNUT PARK/FLORENCE-GRAHAM PARATRANSIT SERVICE,
WILLOWBROOK/ATHENS/RANCHO DOMINGUEZ PARATRANSIT SERVICE, AND
HAHN'S TROLLEY AND SHUTTLE SERVICE
PROPOSITION A LOCAL RETURN TRANSIT PROGRAM
SUPERVISORIAL DISTRICTS 1 AND 2
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve amending the following contracts for operation and management of transit services to enable these contracts to continue on a month-to-month basis for up to six months starting October 1, 2003, while Public Works completes the solicitation process for replacement contracts.
 - Contract No. 71878 with Oldtimers Foundation for the Walnut Park/Florence-Graham Paratransit Service;
 - Contract No. 71904 with Watts Labor Community Action Committee for the Willowbrook/Athens/Rancho Dominguez Paratransit Service; and
 - Contract *[Redacted]* with Watts Labor Community Action Committee for the Hahn's Trolley and Shuttle Service.
2. Authorize Public Works to monthly encumber up to \$14,000 for Walnut Park/Florence-Graham Paratransit Service, \$12,000 for Willowbrook/Athens/Rancho Dominguez Paratransit Service, and \$55,000 for Hahn's Trolley and Shuttle Service. Funds are available in Public Works' 2003-04 Local Return Transit Fund budget.
3. Instruct the Chair to sign the amendments.

ADMINISTRATIVE SERVICES DIVISION

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On September 8, 1998, Synopsis 39, your Board approved Contract No. 71878 with Oldtimers Foundation for the operation and management of the Walnut Park/Florence-Graham Paratransit Service to provide paratransit service to eligible patrons of the unincorporated area of Walnut Park/Florence-Graham; Contract No. 71904 with Watts Labor Community Action Committee for the operation and management of the Willowbrook/Athens/Rancho Dominguez Paratransit Service to provide paratransit service to eligible patrons of the unincorporated areas of Willowbrook, Athens, and Rancho Dominguez; and Contract No. 71937 with Watts Labor Community Action Committee for the operation and management of the Hahn's Trolley and Shuttle Service to provide fixed-route transit service to eligible patrons of the unincorporated area of Willowbrook.

All three contracts were for an initial three-year period with two, 1-year renewal options beginning October 1, 1998. The purpose of this action is to continue these transit services on a month-to-month basis starting October 1, 2003, for up to six months while we complete the solicitation process for replacement contracts. The preparation of solicitations began several months ago, but the need for changes in the service areas and scope of work revisions requires us to request these extensions. When proposals have been received and evaluated, Public Works will recommend contract awards for continued provision of these transit services.

Implementation of Strategic Plan Goals

This action is consistent with the County's Strategic Plan Goal of Organizational Effectiveness. These amendments will continue to utilize contractors' expertise to effectively provide these transit services in a timely and effective manner as well as improve the quality of life in the County.

FISCAL IMPACT/FINANCING

The cost for the Walnut Park/Florence-Graham Paratransit Service is estimated to be \$14,000 per month, at an hourly rate of \$27.32. For the Willowbrook/Athens/Rancho Dominguez Paratransit Service the cost is estimated to be \$12,000 per month, at an hourly rate of \$31.32. For the Hahn's Trolley and Shuttle Service the cost is estimated to be \$55,000 per month, at an hourly rate of \$37.74. These rates include a three percent cost-of-living adjustment. There will be no impact on net County costs. Funds are available in Supervisorial Districts 1 and 2 Proposition A Local Return Transit funds included in the Transit Enterprise Fund administered by Public Works.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contractors have properly executed the amendments and County Counsel has approved them as to form.

Except as noted above, the amendments will continue the contracts' current terms, specifications, and conditions.

CONTRACTING PROCESS

None.

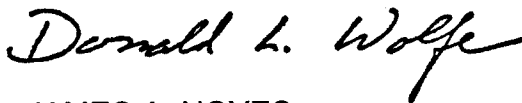
IMPACT ON CURRENT SERVICES (OR PROJECTS)

To continue the current services.

CONCLUSION

Please have the original and one copy of each amendment signed by the Chair. Please return the signed copies for the contractors to Public Works, together with conformed copies for Public Works' files. The fully executed original amendments should be retained for your files.

Respectfully submitted,



JAMES A. NOYES
Director of Public Works



AM

P:\ASPUB\CONTRACT\AM\HAHN\SIBDLTREXTEND.WORD

Enc. 9

cc: Chief Administrative Office
County Counsel

bc: Fiscal
Programs Development (DeChellis w/o enc., Chebabi, Meiners, Stringer)
Administrative Services (Goldman)

71937-S2

AMENDMENT 2 TO CONTRACT NO. 71937
CONTRACT WITH WATTS LABOR COMMUNITY ACTION COMMITTEE
FIXED-ROUTE TRANSIT SERVICE

W I T N E S S E T H

WHEREAS, Contract No. 71937 was entered into between the County of Los Angeles (County) and Watts Labor Community Action Committee (Contractor), on September 8, 1998, to provide fixed-route transit service for eligible patrons of the unincorporated area of Willowbrook; and

WHEREAS, the County desires to continue the service month-to-month for up to six months at a monthly cost not-to-exceed \$55,000 while completing the solicitation process for a new contract; and

WHEREAS, the Contractor is willing to provide the service on a month-to-month basis; and

WHEREAS: the County has adopted the Safely Surrendered Baby Law and a policy regarding no payment for services delivered following the expiration or termination of a contract.

NOW, THEREFORE, in consideration of these facts and payment to be made by the County, the County and the Contractor agree that Contract No. 71937 between them shall be amended as follows:

FIRST: The parties agree to amend the Contract to continue the service on a month-to-month basis not to exceed six months beginning on October 1, 2003.

SECOND: That the Contractor shall be compensated at the rate of \$37.74 per hour which includes a cost-of-living adjustment in accordance with Section 9.A.1 of the Contract, not to exceed a monthly cost of \$55,000.

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

FOURTH: The 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 Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit A of this

Amendment and is also available on the Internet at www.babysafela.org for printing purposes.

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

SIXTH: All other terms, conditions, requirements, and specifications of the original Contract and prior amendment shall remain in effect.

[illegible]

IN WITNESS WHEREOF, by order of its Board of Supervisors, caused these presents to be subscribed by the Chair of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the Contractor has subscribed its name by and through its duly authorized officers, on the 9th day of September, 2003.



COUNTY OF LOS ANGELES

By *Glenn Borthwick Burt*
Chair, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

32nd

SEP 09 2003

By *Sybil J. Hallalobos*
Deputy

Violet Varona Lukens
VIOLET VARONA-LUKENS
EXECUTIVE OFFICER

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By *W/P*
Deputy

WATTS LABOR COMMUNITY ACTION
COMMITTEE

By *[Signature]*
Timothy Watkins, President

By *[Signature]*
Teddy Watkins, Secretary

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.babysafe-la.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.



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"Enriching Lives"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

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

IN REPLY PLEASE

REFER TO FILE: AS-0
71937

Amendment 4

March 4, 2004

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

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

48

MAR 16 2004

Dear Supervisors:

Violet Varona-Lukens
VIOLET VARONA-LUKENS
EXECUTIVE OFFICER

**HAHN'S TROLLEY AND SHUTTLE SERVICE
PROPOSITION A LOCAL RETURN TRANSIT PROGRAM
SUPERVISORIAL DISTRICT 2
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve amending Contract No. 71937 with Watts Labor Community Action Committee for the Hahn's Trolley and Shuttle Service for operation and management of transit services on a month-to-month basis, not to exceed nine months beginning April 1, 2004, while Public Works completes the resolicitation process for a replacement contract.
2. Authorize Public Works to encumber a monthly amount of up to \$77,000, plus an additional 20 percent for unanticipated service costs, if any. Funds are available in the 2003-04 allocation of Supervisorial District 2 Proposition A Local Return Transit Enterprise Fund administered by Public Works.
3. Delegate authority to the Director of Public Works to execute the enclosed sample amendment, as well as terminate the contract, if, in the opinion of the Director, termination is warranted.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On September 8, 1998, Synopsis 39, your Board approved Contract No. 71937 with Watts Labor Community Action Committee for the operation and management of the Hahn's Trolley and Shuttle Service to provide fixed-route transit service to eligible patrons of the unincorporated area of Willowbrook. The contract was for an initial three-year period with two, 1-year renewal options beginning October 1, 1998. On September 9, 2003, Synopsis 32, your Board approved an extension of this contract for up to six months starting October 1, 2003, to allow Public Works to complete the solicitation process for a replacement contract. Proposals were received; however, it has been determined that all proposals will be rejected and a new solicitation will be made. The need for changes in the service area and scope of work revisions requires us to make the resolicitation and request this extension. The purpose of this action is to continue this fixed-route transit service on a month-to-month basis, not to exceed nine months, starting April 1, 2004.

Implementation of Strategic Plan Goals

This action is consistent with the County's Strategic Plan Goals of Organizational Effectiveness, Service Excellence, and Children and Families' Well-Being. This amendment will continue to utilize this contractor's expertise to effectively provide this transit service in a timely and responsive manner, as well as improve the quality of life in the County.

FISCAL IMPACT/FINANCING

The cost for the Hahn's Trolley and Shuttle Service is estimated to be \$77,000 per month, at an increased hourly rate of \$48. Funds are available in the 2003-04 allocation of Supervisorial District 2 Proposition A Local Return Transit Enterprise Fund administered by Public Works. There will be no impact to the County's General Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Prior to execution by the Director of Public Works, the enclosed sample amendment will be properly signed by the contractor and approved as to form by County Counsel

The amendments will continue the contracts' current terms, requirements, specifications, and conditions.

The Honorable Board of Supervisors
March 4, 2004
Page 3

CONTRACTING PROCESS

None.


IMPACT ON CURRENT SERVICES (OR PROJECTS)

To continue the current services.

CONCLUSION

Two approved copies of this letter are requested.

Respectfully submitted,


JAMES A. NOYES
Director of Public Works

AM

P:\ASPUB\CONTRACT\AM\HAHN'S\PREVIOUS\ENC A BDLTREXTEND4.DOC

Enc.

cc: Chief Administrative Office
County Counsel

AMENDMENT 4 TO CONTRACT NO. 7193
CONTRACT WITH WATTS LABOR COMMUNITY ACTION COMMITTEE
FOR FIXED-ROUTE TRANSIT SERVICE

W I T N E S S E T H

WHEREAS, Contract No. 71937 was entered into between the County of Los Angeles (County) and Watts Labor Community Action Committee (Contractor), on September 8, 1998, to provide fixed-route transit service for eligible patrons of the unincorporated area of Willowbrook; and

WHEREAS: This Contract will expire on March 31, 2004; and

WHEREAS: The County has a requirement for the Contractor to continue to provide fixed-route transit service; and

WHEREAS: The County desires to continue the service on a month to month basis for nine months at a monthly cost not to exceed \$77,000 while completing the solicitation process for a new contract; and

WHEREAS: The Contractor is willing to provide the service on a month to month basis.

NOW, THEREFORE, in consideration of these facts and payment to be made by the County, the County and the Contractor agree that Contract No. 71937 between them shall be amended as follows:

FIRST: The parties agree to amend the Contract to continue the service on a month to month basis, not to exceed nine months beginning on April 1, 2004, through December 31, 2004.

SECOND: That the Contractor shall be compensated at the rate of \$48.00 per hour, not to exceed a monthly amount of \$77,000.

THIRD: All other terms, conditions, requirements, and specifications of the original Contract and prior amendments shall remain in effect.

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IN WITNESS WHEREOF, the CONTRACTOR has caused this CONTRACT to be executed by its duly authorized officers, and by the COUNTY OF LOS ANGELES on this 1st day of April, 2004.

COUNTY OF LOS ANGELES

By Donald L. Wolfe
Director of Public Works

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By Framin & Sull
Deputy

WATTS LABOR COMMUNITY ACTION
COMMITTEE

By [Signature]
Mr. Timothy Watkins, President

By [Signature]
Mr. Teddy Watkins, Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

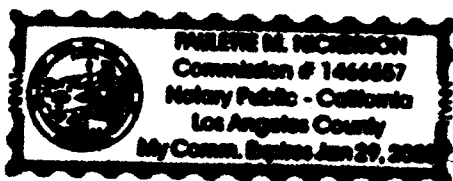
County of Los Angeles

} ss.

On March 16, 2004 before me, Paulette M. Nickerson, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Timothy Watkins and Teddy Watkins
Name(s) of Signer(s)

☒ personally known to me
☐ 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.



WITNESS my hand and official seal.

Paulette M. Nickerson
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Hahn's Trolley Amendment

Document Date: 4/1/2004

Number of Pages: 2

Signer(s) Other Than Named Above: County signatures required - Lloyd W. Pellman

Capacity(ies) Claimed by Signer

Signer's Name: Timothy Watkins & Teddy Watkins

- ☐ Individual
☒ Corporate Officer — Title(s): President and Recording Secretary
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer(s) Representing: Watts Labor Community Action Committee

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here



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
www.ladpw.org

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

IN REPLY PLEASE

REFER TO FILE: PDD-5
71937

Amendment 5

November 24, 2004

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

33

DEC 7 2004

Violet Varona-Lukens
VIOLET VARONA-LUKENS
EXECUTIVE OFFICER

Dear Supervisors:

**HAHN'S TROLLEY AND SHUTTLE SERVICE
PROPOSITION A LOCAL RETURN TRANSIT PROGRAM
SUPERVISORIAL DISTRICT 2
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve Amendment No. 5 to Contract No. 71937 with Watts Labor Community Action Committee for the Hahn's Trolley and Shuttle Service for operation and management of transit services on a month-to-month basis, not to exceed nine months beginning January 1, 2005, while Public Works completes the resolicitation process for a replacement contract.
2. Authorize Public Works to encumber a monthly amount of up to \$77,000, plus an additional 20 percent for unanticipated service costs, if any. Funds are available in the 2004-05 and 2005-06 allocation of the Second Supervisorial District's Transit Enterprise Fund administered by Public Works.
3. Delegate authority to the Interim Director of Public Works to execute Amendment No. 5 to Contract No. 71937, basically in the form of the enclosed sample amendment, as well as terminate the contract, if, in the opinion of the Interim Director, termination is warranted.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On September 8, 1998, Synopsis 39, your Board approved Contract No. 71937 with Watts Labor Community Action Committee for the operation and management of the Hahn's Trolley and Shuttle Service to provide fixed-route transit service to eligible patrons of the unincorporated area of Willowbrook. The Contract was for an initial three-year period with two, 1-year renewal options beginning October 1, 1998. On September 9, 2003, Synopsis 32, your Board approved an extension of this Contract for up to six months starting October 1, 2003, to allow Public Works to complete the solicitation process for a replacement Contract. Proposals were received; however, all proposals will be rejected and a new solicitation will be made. On March 16, 2004, Synopsis 48, your Board approved an extension of this Contract for up to nine months starting April 1, 2004. Public Works conducted community meetings and revised the scope of work to expand the service. The purpose of this action is to continue this fixed-route transit service on a month-to-month basis, not to exceed nine months starting January 1, 2005, while Public Works completes the resolicitation process.

Implementation of Strategic Plan Goals

This action is consistent with the County's Strategic Plan Goals of Organizational Effectiveness, Service Excellence, and Children and Families' Well-Being. This amendment will continue to utilize this contractor's expertise to effectively provide this transit service in a timely and responsive manner, as well as improve the quality of life in the County.

FISCAL IMPACT/FINANCING

The cost for the Hahn's Trolley and Shuttle Service is estimated to be \$77,000 per month plus an additional 20 percent for unanticipated service costs, if any, at an hourly rate of \$48. Funds are available in the 2004-05 and 2005-06 allocation of the Second Supervisorial District's Transit Enterprise Fund administered by Public Works. There will be no impact to the County's General Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Prior to execution by the Director of Public Works, the enclosed sample amendment will be properly signed by the contractor and approved as to form by County Counsel.

The amendment will continue the Contract's current terms, requirements, specifications, and conditions.

The Honorable Board of Supervisors
November 24, 2004
Page 3

CONTRACTING PROCESS

The extension was negotiated and agreed upon with the contractor subject to your Board's approval.

ENVIRONMENTAL DOCUMENTATION

On September 4, 2001, Synopsis 72, your Board found this discretionary project is statutorily exempt from the California Environmental Quality Act pursuant to Public Resources Code Section 21080(b)(10) as passenger transportation projects on existing highways.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

To continue the current services.

CONCLUSION

Please return two approved copies of this letter to Public Works.

Respectfully submitted,



for DONALD L. WOLFE
Interim Director of Public Works

JCH:rmr

C050697

P:\pdpub\Temp\Secfinal\Transit\BL\ENC A BDLTREXTEND5.docOC

Enc.

cc: Chief Administrative Office
County Counsel

DEPARTMENT EXECUTE

**AMENDMENT 5 TO CONTRACT NO. 71937
CONTRACT WITH WATTS LABOR COMMUNITY ACTION COMMITTEE
FOR FIXED-ROUTE TRANSIT SERVICE**

W I T N E S S E I H

WHEREAS, Contract No. 71937 was entered into between the County of Los Angeles (County) and Watts Labor Community Action Committee (Contractor), on September 8, 1998, to provide fixed-route transit service for eligible patrons of the unincorporated area of Willowbrook; and

WHEREAS, This Contract will expire on December 31, 2004; and

WHEREAS, The County has a requirement for the Contractor to continue to provide fixed-route transit service; and

WHEREAS, The County desires to continue the service on a month-to-month basis for up to nine months at a monthly cost not to exceed \$77,000 while completing the solicitation process for a new contract; and

WHEREAS, The Contractor is willing to provide the service on a month-to-month basis.

NOW, THEREFORE, in consideration of these facts and payment to be made by the County, the County and the Contractor agree that Contract No. 71937 between them shall be amended as follows:

FIRST: The parties agree to amend the Contract to continue the service on a month-to-month basis, not to exceed nine months beginning on January 1, 2005, through September 30, 2005.

SECOND: That the Contractor shall be compensated at the rate of \$48.00 per hour, not to exceed a monthly amount of \$77,000.

THIRD: All other terms, conditions, requirements, and specifications of the original Contract and prior amendments shall remain in effect.

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IN WITNESS WHEREOF, the CONTRACTOR has caused this CONTRACT to be executed by its duly authorized officers, and by the COUNTY OF LOS ANGELES on this 1st day of January, 2005.

COUNTY OF LOS ANGELES

By DCW
Acting Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By F. S. Scott
Deputy

WATTS LABOR COMMUNITY
ACTION COMMITTEE

By TW
Timothy Watkins, President

By TW
Teddy Watkins, Secretary

State of California
County of Los Angeles }

On 1/26/05 before me Paulette M. Nickerson
(NAME, TITLE OF OFFICE - e.g. "Jane Doe, Notary Public")
Notary Public
personally appeared Timothy Watkins and Teddy Watkins
(NAME(S) OF SIGNER(S))

☒ personally known to me -OR- ☐ 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.

Witness my hand and official seal.


SIGNATURE OF NOTARY



PAULETTE M. NICKERSON
Commission # 1466667
Notary Public - California
Los Angeles County
My Comm. Expires Jan 29, 2008

CAPACITY CLAIMED BY SIGNER(S)

- ☐ INDIVIDUAL(S)
☒ CORPORATE OFFICER(S)

President, AND

Secretary

- ☐ PARTNER(S) TITLE(S)
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)
Watts Labor Community Action
Committee (WLCAC)

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 Amendment 5 Contract No. 71937

2

Number of Pages _____ Date of Document Jan. 1, 2005

Signer(s) Other Than Named Above xxxxx County of Los Angeles



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
www.ladpw.org

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

August 25, 2005

IN REPLY PLEASE PD-5
REFER TO FILE: 71937

ADOPTED Amendment 6
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

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

43 SEP 6 2005

Violet Varona-Lukens
VIOLET VARONA-LUKENS
EXECUTIVE OFFICER

Dear Supervisors:

**HAHN'S TROLLEY AND SHUTTLE SERVICE
PROPOSITION A LOCAL RETURN TRANSIT PROGRAM
SUPERVISORIAL DISTRICT 2
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve Amendment No. 6 to Contract No. 71937, enclosed herewith, with the Watts Labor Community Action Committee for the Hahn's Trolley and Shuttle Service for operation and management of transit services on a month-to-month basis, not to exceed nine months beginning October 1, 2005, while Public Works completes the resolicitation process for a replacement contract.
2. Authorize Public Works to encumber a monthly amount of up to \$77,000 for this service, plus an additional 20 percent for unanticipated service costs, if any. Funds are available in the Second Supervisorial District's Fiscal Year 2005-06 allocation of the Transit Enterprise Fund, administered by Public Works.
3. Delegate authority to the Director of Public Works, or his designee, to execute Amendment No. 6 to Contract No. 71937.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On September 8, 1998, your Board approved Contract No. 71937 with the Watts Labor Community Action Committee for the operation and management of the Hahn's Trolley and Shuttle Service to provide fixed-route transit service to eligible patrons of the unincorporated area of Willowbrook. The Contract was for an initial three-year period with two 1-year renewal options beginning October 1, 1998. On September 9, 2003, Synopsis 32, your Board approved an extension of this Contract for up to six months starting October 1, 2003, to allow Public Works to complete the solicitation process for a replacement Contract. Proposals were received; however, all proposals were rejected.

On March 16, 2004, Synopsis 48, your Board approved an extension of this Contract for up to nine months starting April 1, 2004. Public Works conducted community meetings and revised the scope of work to expand the service. On December 7, 2004, Synopsis 33, your Board approved an extension of this Contract for an additional nine months starting January 1, 2005. The process to finalize the revised scope of work and a new request for proposal package is taking longer than anticipated. The purpose of this action is to continue this fixed-route transit service on a month-to-month basis, not to exceed nine months starting October 1, 2005, while Public Works completes the resolicitation process.

Implementation of Strategic Plan Goals

This action is consistent with the County Strategic Plan Goals of Organizational Effectiveness, Service Excellence, and Children and Families' Well-Being. This amendment will continue to utilize this contractor's expertise to effectively provide this transit service in a timely and responsive manner, thereby improving the quality of life for County residents.

FISCAL IMPACT/FINANCING

The monthly cost for the Hahn's Trolley and Shuttle Service is estimated to be \$77,000, plus an additional 20 percent for unanticipated service costs, if any. Funds are available in the Second Supervisorial District's Fiscal Year 2005-06 allocation of the Transit Enterprise Fund, administered by Public Works. There will be no impact to the County's General Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Prior to execution by the Director of Public Works, or his designee, the amendment will be properly signed by the contractor and approved as to form by County Counsel. The sixth amendment will extend the terms on the contract. All other terms, conditions, requirements, and specifications of the original contract, as amended, shall remain in effect.

ENVIRONMENTAL DOCUMENTATION

On September 4, 2001, Synopsis 72, your Board found this discretionary project to be statutorily exempt from the California Environmental Quality Act pursuant to Public Resources Code Section 21080(b)(10) as passenger transportation project on existing highways.

CONTRACTING PROCESS

The sixth amendment will be negotiated with and agreed to by the contractor after your Board's action.

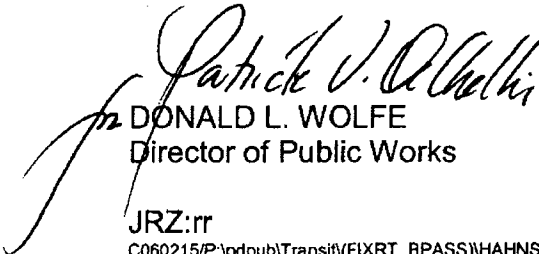
IMPACT ON CURRENT SERVICES (OR PROJECTS)

The extension of this Contract will not affect County personnel and provides for the continuation of the current service.

CONCLUSION

Upon approval, please return three adopted copies of this letter to Public Works.

Respectfully submitted,



DONALD L. WOLFE
Director of Public Works

JRZ:rr

C060215/P:\pdpub\Transit\FIXRT_BPASS\HAHNS TROLLEY and SHUTTLEYear 2005 Letters\ContractExtenBLforAmend6.doc

Enc.

cc: Chief Administrative Office
County Counsel

SIXTH AMENDMENT TO
CONTRACT NO. 71937

This SIXTH AMENDMENT to CONTRACT NO. 71937 is made and entered into by and between the COUNTY OF LOS ANGELES (hereinafter referred to as COUNTY), and the WATTS LABOR COMMUNITY ACTION COMMITTEE (hereinafter referred to as CONTRACTOR):

WITNESSETH

WHEREAS, on September 8, 1998, COUNTY and CONTRACTOR entered into CONTRACT NO. 71937 to provide fixed-route transit service for eligible patrons of the unincorporated area of Willowbrook (hereinafter referred to as SERVICE); and

WHEREAS, the FIFTH AMENDMENT to CONTRACT NO. 71937 expires on September 30, 2005; and

WHEREAS, COUNTY and CONTRACTOR agree that it is in the public interest to continue to provide SERVICE; and

WHEREAS, COUNTY and CONTRACTOR mutually desire to further extend CONTRACT NO. 71937 on a month-to-month basis, not to exceed nine (9) months, for the Hahn's Trolley and Shuttle Service beginning October 1, 2005, while COUNTY completes the solicitation process.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by COUNTY and CONTRACTOR and of the promises herein contained, it is hereby agreed as follows:

FIRST: The term of CONTRACT NO. 71937 is hereby extended on a month-to-month basis, not to exceed nine (9) months, beginning on October 1, 2005, and not to extend past June 30, 2006.

SECOND: All other terms, conditions, requirements, and specifications of the original Contract and prior amendments shall remain in effect.

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IN WITNESS WHEREOF, the parties hereto have caused this SIXTH AMENDMENT to CONTRACT NO. 71937 to be executed by their respective officers, duly authorized, by WATTS LABOR COMMUNITY ACTION COMMITTEE on SEPTEMBER 27, 2005, and by DIRECTOR, pursuant to the authority delegated by the Board of Supervisors of the COUNTY OF LOS ANGELES, on SEPTEMBER 6, 2005, Board Action 43, on SEPTEMBER 28, 2005

COUNTY OF LOS ANGELES

By Dean D. E. Anthony
for Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By [Signature]
Deputy

WATTS LABOR COMMUNITY ACTION COMMITTEE

By [Signature]
Mr. Timothy Watkins, President

By [Signature]
Mr. Teddy Watkins, Secretary

ALL SIGNATURES MUST BE
WITNESSED BY NOTARY
(Attach appropriate acknowledgements)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

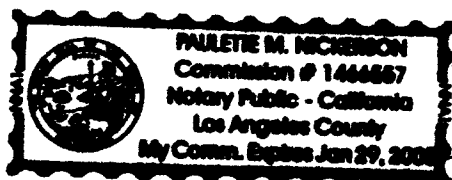
County of Los Angeles

} ss.

On September 27, 2005 before me, Paulette M. Nickerson, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Timothy Watkins and Teddy Watkins
Name(s) of Signer(s)

☒ personally known to me
☐ 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.



WITNESS my hand and official seal.

Signature of Notary Public

Expires January 29, 2008

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Sixth Contract Amendment to 71937

Document Date: September 27, 2005 Number of Pages: 2

Signer(s) Other Than Named Above: n/a/

Capacity(ies) Claimed by Signer

Signer's Name: Timothy Watkins and Teddy Watkins

- ☐ Individual
☒ Corporate Officer — Title(s): CEO/President and Secretary
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: Watts Labor Community Action Committee

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

DONALD L. WOLFE, Director

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

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

June 1, 2006

IN REPLY PLEASE

REFER TO FILE: PD-5

ADOPTED 71937
Amendment 7
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

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

47 JUN 13 2006

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**HAHN'S TROLLEY AND SHUTTLE SERVICE
PROPOSITION A LOCAL RETURN TRANSIT PROGRAM
SUPERVISORIAL DISTRICT 2
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the Hahn's Trolley and Shuttle Service can continue to be more economically performed by an independent contractor than by County employees.
2. Approve the enclosed Amendment No. 7 to Contract No. 71937 with the Watts Labor Community Action Committee for the Hahn's Trolley and Shuttle Service for operation and management of transit services on a month-to-month basis, not to exceed 11 months beginning July 1, 2006, while Public Works completes the solicitation process for a new operator.
3. Authorize Public Works to expend a monthly amount of up to \$77,000 for this Service. The necessary funds are available in the Second Supervisorial District's Proposition A Local Return Transit Program, included in the proposed Fiscal Year 2006-07 Transit Enterprise Fund Budget.

4. Delegate authority to the Director of Public Works, or his designee, to expend up to an additional 30 percent of the contract sum for bus rental fees when County-owned vehicles are out of service for extended periods of time and for unforeseen additional work within the scope of the Contract, if required.
5. Instruct the Mayor of the Board of Supervisors to execute the Amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On September 8, 1998, your Board approved Contract No. 71937 with the Watts Labor Community Action Committee for the operation and management of the Hahn's Trolley and Shuttle Service to provide fixed-route transit service to eligible patrons of the unincorporated area of Willowbrook. The Contract was for an initial three-year period with two 1-year renewal options beginning October 1, 1998. On September 9, 2003, Synopsis 32, your Board approved an extension of this Contract for up to six months starting October 1, 2003, to allow Public Works to complete the solicitation process for a replacement Contract.

Proposals were received; however, all proposals were rejected. Therefore, on March 16, 2004, Synopsis 48, your Board approved an extension of this Contract for up to nine months from April 1, 2004, to December 31, 2004.

Public Works conducted community meetings and revised the scope of work to expand the Service by adding a fourth route. Due to the extensive community input in this Service, on December 7, 2004, Synopsis 33, your Board approved an extension of this Contract for an additional nine months from January 1, 2005, to September 30, 2005.

The process to add the new route into the revised scope of work has taken longer than anticipated. On September 6, 2005, Agenda Item 43, your Board approved an extension of this Contract for an additional nine months from October 1, 2005, to June 30, 2006. During the nine-month period, the proposed scope of work was further modified to specify that the contractor will be required to provide four themed trolleys and three shuttle vehicles for the new Service as the County-owned vehicles are scheduled to be taken out of service due to their age.

The scope of work has been completed and a new Request for Proposals is expected to be released by July 31, 2006. The purpose of this action is to continue this fixed-route transit service on a month-to-month basis, not to exceed 11 months beginning July 1, 2006. Nine months are needed while Public Works finalizes the solicitation process and

two months are needed to ensure a smooth transition if a new vendor is selected through the solicitation process. The two months will allow the new vendor to obtain vehicles and train their drivers in the operation of the Service.

The County is responsible for providing six vehicles for this Service. Due to the age of the current County-owned vehicles, it will be necessary to rent vehicles on an interim basis as on-going repairs are conducted or if vehicles are taken out of service. Twenty percent (20%) of the contingency is to allow for the anticipated vehicle rentals. Due to liability concerns, the vehicle renting companies indicated that they would only rent the vehicles directly to the company that would be operating and performing the regular maintenance of the vehicle. Therefore, the rental costs are being handled as a pass through cost with the contractor and there will be no surcharge. Accordingly, the contingency for the rental vehicles does not impact the cost-effectiveness of the Service, since the rental cost would be the same whether this Service was provided through a contractor or provided by County personnel. The remaining ten percent (10%) of the contingency is for unanticipated service costs, if any.

Filing of this Board letter was delayed due to the necessity of negotiating the cost of the Service with the contractor, in which we were able to hold the hourly service rate at the rate in the prior contract.

Implementation of Strategic Plan Goals

This action is consistent with the County Strategic Plan Goals of Organizational Effectiveness and Service Excellence. This Amendment will continue to utilize the current contractor's expertise to effectively provide this transit service in a timely and responsive manner. This Service improves the mobility of transit dependant patrons.

FISCAL IMPACT/FINANCING

The Contract extension is on a month-to-month basis for a period not to exceed 11 months, beginning July 1, 2006, at an estimated cost of \$847,000. The monthly cost for the Hahn's Trolley and Shuttle Service is estimated to be \$77,000, plus an additional 20 percent (20%) for bus rental fees when County-owned vehicles are out of service for extended periods of time and ten percent (10%) for unanticipated service costs, if any. The necessary funds are available in the Second Supervisorial District's Proposition A Local Return Transit Program, included in the proposed Fiscal Year 2006-07 Transit Enterprise Fund Budget. There will be no impact to the County's General Fund.

Public Works has reviewed the amended contract cost in accordance with a methodology approved by the Auditor-Controller and has determined that this Contract, as proposed to be amended, to be cost-effective.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Amendment No. 7 will extend the term length on the contract; contains Board-adopted or revised policies on contract terms regarding contractor responsibility and debarment, mergers/acquisitions/assignments, nonpayment for services received after expiration or termination of contract, who may order work, and responsibility in monitoring contract expenditures. All other terms, conditions, requirements, and specifications of the original contract, as previously amended, shall remain in effect.

ENVIRONMENTAL DOCUMENTATION

On September 4, 2001, Synopsis 72, your Board found the Hahn's Trolley and Shuttle Service to be statutorily exempt from the California Environmental Quality Act pursuant to Public Resources Code Section 21080 (b) (10).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

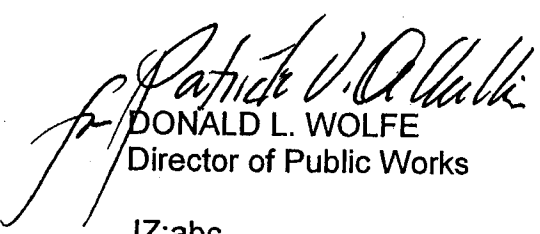
The extension of this Contract will not affect County personnel and provides for the continuation of the current Service.

The Honorable Board of Supervisors
June 1, 2006
Page 5

CONCLUSION

Enclosed are two copies of the Amendment. Upon approval, please return the Contactor Execute copy to Public Works, along with two adopted copies of this letter. The original Board Execute copy of the Amendment should be retained for your files.

Respectfully submitted,



DONALD L. WOLFE
Director of Public Works

JZ:abc

C061266

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Enc.

cc: Chief Administrative Office
County Counsel

71937

SEVENTH AMENDMENT TO Supplement No. 3
CONTRACT NO. 71937

This SEVENTH AMENDMENT to CONTRACT NO. 71937, made and entered into this 3TH day of JUNE, 2006, by and between the COUNTY OF LOS ANGELES, a political subdivision of the State of California, (hereinafter referred to as COUNTY) and the WATTS LABOR COMMUNITY ACTION COMMITTEE a nonprofit corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, on September 8, 1998, COUNTY and CONTRACTOR entered into CONTRACT NO. 71937 to provide fixed-route transit service for eligible patrons of the unincorporated area of Willowbrook (hereinafter referred to as SERVICE); and

WHEREAS, the SIXTH AMENDMENT to CONTRACT NO. 71937 expires on June 30, 2006; and

WHEREAS, COUNTY and CONTRACTOR agree that it is in the public interest to continue to provide SERVICE; and

WHEREAS, since the SIXTH AMENDMENT was entered into, the COUNTY has adopted or revised policies on Contractor mergers, acquisitions and assignments, Contractor responsibility and debarment, limitation on payments, who may order work, Contractor responsibility in monitoring contract expenditures, and on no payment for services following the expiration or termination of a Contract; and

WHEREAS, COUNTY and CONTRACTOR mutually desire to further extend CONTRACT NO. 71937 on a month-to-month basis, not to exceed eleven (11) months, for the Hahn's Trolley and Shuttle Service beginning July 1, 2006, while COUNTY completes the solicitation process.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by COUNTY and CONTRACTOR and of the promises herein contained, it is hereby agreed as follows:

FIRST: The term of CONTRACT NO. 71937 is hereby extended on a month-to-month basis, not to exceed eleven (11) months, beginning on July 1, 2006, and not to extend past May 31, 2007. CONTRACTOR shall provide continuous SERVICE from month to month, commencing on July 1, 2006, up to the maximum period of eleven (11) months, through and including May 31, 2007, unless the COUNTY provides written notice of nonrenewal at least ten (10) days before the last day of any month, in which case this CONTRACT shall expire as of midnight of the last day of that month.

SECOND: Amend Section 20.C.1 on page 33, RENEGOTIATION AND TERMINATION BY COUNTY, to read as follows:

The CONTRACTOR shall not assign its rights or delegate its duties under this CONTRACT, whether in whole or in part, without the prior written consent of the 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 the parties. 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 that the CONTRACTOR may have against the COUNTY.

Shareholders, partners, members, or other equity holders of the 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 the 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 the COUNTY in accordance with applicable provisions of this CONTRACT.

Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR'S duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the 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 the CONTRACTOR as it could pursue in the event of default of the CONTRACTOR.

THIRD: Add Section 44, CONTRACTOR RESPONSIBILITY AND DEBARMENT, to read as follows:

The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts, which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the CONTRACT, debar the 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 the CONTRACTOR may have with the COUNTY.

The COUNTY may debar a CONTRACTOR if the Board finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated any term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed any act or omission that negatively reflects on the CONTRACTOR'S quality, fitness, or capacity

to perform a contract with the COUNTY, any other public entity, a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice that 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 the COUNTY or any other public entity.

If there is evidence that the CONTRACTOR may be subject to debarment, Public Works will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment, and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred and, if so, the appropriate length of time of the debarment. The CONTRACTOR and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the 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 the Contractor Hearing Board.

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. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the 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 the COUNTY.

The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the 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, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the 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 the Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The 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 the Contractor Hearing Board.

These terms shall also apply to subcontractors of the CONTRACTOR.

FOURTH: Add Section 45, LIMITATION ON PAYMENTS, to read as follows:

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.

FIFTH: Add Section 46, ONLY THE CONTRACT MANAGER MAY ORDER WORK, to read as follows:

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 the Maximum Contract Sum.

SIXTH: Add Section 47, PUBLIC WORKS CONTRACT MANAGER, to read as follows:

Public Works Contract Manager for the COUNTY will be Mr. John Zeigler of Programs Development Division, Transit Operations Section, who may be contacted at (626) 458-5914, e-mail address: jzeigler@ladpw.org, Monday through Thursday, 7:30 a.m. to 6:00 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 Contract Manager. The CONTRACTOR will be notified in writing when there is a change in a Contract Manager.

SEVENTH: Add Section 48, CONTRACTOR'S RESPONSIBILITY TO MONITOR EXPENDITURES, to read as follows:

CONTRACTOR shall not perform or accept work requests from the Contract Manager(s) or any other person that will cause the Maximum Contract Sum to be exceeded. CONTRACTOR shall monitor the balance of the Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and services ordered reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing.

EIGHTH: Add Section 49, NO PAYMENT FOR SERVICES FOLLOWING EXPIRATION OR TERMINATION OF CONTRACT, to read as follows:

NINTH: All other terms, conditions, requirements, and specifications of the original CONTRACT and prior amendments shall remain in effect.

Page 5 of 6

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

COUNTY OF LOS ANGELES



ATTEST:

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

By

Deputy

By Mike Antonovich
Mayor, Los Angeles County

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

47

JUN 13 2006

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By

Deputy

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

By Paul T. Hanson
Deputy

WATTS LABOR COMMUNITY
ACTION COMMITTEE

By

Mr. Timothy Watkins, President

By

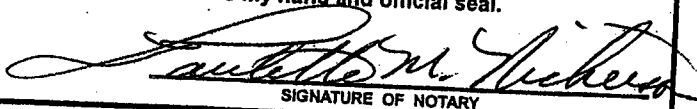
Mr. Teddy Watkins, Secretary

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS
ADMINISTRATIVE SERVICES DIVISION
ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Los Angeles
On 6/1/06 before me Paulette M. Nickerson
Notary Public
personally appeared Timothy Watkins and Teddy Watkins
NAME, TITLE OF OFFICE - e.g. "Jane Doe, Notary Public"
NAME(S) OF SIGNER(S)

☒ personally know to me -OR- ☐ 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.

Witness my hand and official seal.


SIGNATURE OF NOTARY

CAPACITY CLAIMED BY SIGNER(S)

- ☐ INDIVIDUAL(S)
☒ CORPORATE OFFICER(S)

CEO

Recording Secretary

- ☐ PARTNER(S)
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GRARDIAN/CONSERVATOR
☐ OTHER:

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)
Watts Labor Community
Action Committee (WLCAC)

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 Seventh Amendment to Contract No. 719

Number of Pages 6 Date of Document 6/1/06

Signer(s) Other Than Named Above n/a



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

DONALD L. WOLFE, Director

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

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

May 15, 2007

IN REPLY PLEASE

REFER TO FILE: PD-5
71937

Amendment 8

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

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

Dear Supervisors:

43 MAY 15 2007

**HAHN'S TROLLEY AND SHUTTLE SERVICE
PROPOSITION A LOCAL RETURN TRANSIT PROGRAM
SUPERVISORIAL DISTRICT 2
3 VOTES**

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the Hahn's Trolley and Shuttle Service continues to be more economically performed by an independent contractor than by County employees.
2. Approve the enclosed Amendment No. 8 to Contract No. 71937 with the Watts Labor Community Action Committee for the Hahn's Trolley and Shuttle Service for operation and management of transit services on a month-to-month basis, not to exceed six months beginning June 1, 2007, while Public Works completes the solicitation process for a new operating contract.
3. Authorize Public Works to expend a total contract sum of up to \$462,000 with a monthly amount of up to \$77,000 for this Service. The necessary funds are available in the Second Supervisorial District's Proposition A Local Return Transit Program, included in the Fiscal Year 2006-07 Transit Enterprise Fund Budget and the proposed Fiscal Year 2007-08 Transit Enterprise Fund Budget.

4. Delegate authority to the Director of Public Works, or his designee, to expend up to an additional 30 percent of the contract sum for bus rental fees when County-owned vehicles are out of service for rehabilitation and for unforeseen additional work within the scope of the Contract, if required.
5. Instruct the Chairman of the Board of Supervisors to execute the Amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On September 8, 1998, your Board approved Contract No. 71937 with the Watts Labor Community Action Committee for the operation and management of the Hahn's Trolley and Shuttle Service to provide fixed-route transit service to eligible patrons of the unincorporated area of Willowbrook. The Contract was for an initial three-year period with two, 1-year renewal options beginning October 1, 1998. On September 9, 2003, Item No. 32, your Board approved an extension of this Contract for up to six months starting October 1, 2003, to allow Public Works to complete the solicitation process for a replacement Contract. Proposals were received; however, all proposals were rejected. Therefore, on March 16, 2004, Item No. 48, your Board approved an extension of this Contract for up to nine months from April 1, 2004, to December 31, 2004.

Public Works conducted community meetings and revised the scope of work to expand the Service by adding a fourth route. Due to the extensive community input regarding the additional route, on December 7, 2004, Item No. 33, your Board approved an extension of this Contract for an additional nine months from January 1, 2005, to September 30, 2005. The process to add the new route into the revised scope of work had taken longer than anticipated. Therefore, on September 6, 2005, Item No. 43, your Board approved an extension of this Contract for an additional nine months from October 1, 2005, to June 30, 2006.

During the nine-month period, the proposed scope of work was further modified to specify that the Contractor will be required to provide four themed trolleys and three shuttle vehicles for the new Service as the County-owned vehicles are scheduled to be retrofitted or retired from service due to their age. On June 13, 2006, Item No. 47, your Board approved an extension of this Contract for an additional 11 months from July 1, 2006, to May 31, 2007. A new Request for Proposals was released on October 23, 2006. Four proposals were received on December 4, 2006. All four proposals failed some portion of the preliminary pass/fail evaluation. As a result, all proposals were rejected. A revised Request for Proposals was released on March 19, 2007. Proposals are due in late May 2007. The purpose of this action is to

continue this fixed-route transit service on a month-to-month basis, not to exceed six months beginning June 1, 2007, while Public Works completes the solicitation process for a replacement contract.

We anticipate four additional months will be needed while Public Works finalizes the solicitation process and up to two months may be required to ensure a smooth transition if a new contractor is selected through the solicitation process. The additional two months, after contractor selection, should provide ample time for a new contractor to obtain interim vehicles, drivers, and train their staff in the operation of the Service.

The County is responsible for providing the vehicles for this Service. Due to the age of the current County-owned vehicles, it will be necessary to rent vehicles on an interim basis as on-going repairs and rehabilitation are conducted. Two-thirds of the contingency is planned for the anticipated vehicle rentals.

Implementation of Strategic Plan Goals

This action is consistent with the County Strategic Plan Goals of Organizational Effectiveness and Service Excellence. This Amendment will continue to utilize the current Contractor's expertise to effectively provide this transit service in a timely and responsive manner. This Service improves the mobility of transit dependent patrons.

FISCAL IMPACT/FINANCING

There will be no impact to the County's General Fund. This Contract Amendment is for a total amount not to exceed \$462,000 for the six-month term (\$77,000 monthly), plus an additional 30 percent per month for bus rental fees and unforeseen additional work within the scope of the Contract Amendment. The extension will commence on June 1, 2007, on a month-to-month basis, for a period not to exceed six months. The necessary funds are available in the Second Supervisorial District's Proposition A Local Return Transit Program, included in the Fiscal Year 2006-07 Transit Enterprise Fund Budget and the proposed Fiscal Year 2007-08 Transit Enterprise Fund Budget.

Public Works has previously reviewed the Contract cost for this service in accordance with a methodology approved by the Auditor-Controller and determined that this Contract was cost-effective. The prices and services delivered under this Amendment continue unchanged and therefore the Contract will remain cost-effective. However, this Contract Amendment does contain a provision for cost adjustments based on the price of fuel on a monthly basis.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed Contract Amendment has been executed by the Contractor and approved as to form by County Counsel.

Amendment No. 8 will extend the term length on the Contract. It contains the current Board-adopted policy for financial record retention and audit, and the State-mandated provisions regarding displaced transit employees and contractor's charitable activities.

This Proposition A Contract does not allow for a cost-of-living adjustment for the duration of this extension.

All other terms, conditions, requirements, and specifications of the original Contract, as previously amended, shall remain in effect.

Public Works has evaluated and determined that the Contractor is a non-profit 501(c)3 organization and will be exempt from the Living Wage Program.

ENVIRONMENTAL DOCUMENTATION

On September 4, 2001, Synopsis 72, your Board found the Hahn's Trolley and Shuttle Service to be statutorily exempt from the California Environmental Quality Act pursuant to Public Resources Code Section 21080 (b) (10).

IMPACT ON CURRENT SERVICES (OR PROJECTS)


The extension of this Contract will not result in the displacement of any County employees as this Service is currently contracted with the private sector. It also provides for the continuation of the current Service.

The Honorable Board of Supervisors
May 15, 2007
Page 5

CONCLUSION

Enclosed are three originals of the Amendment. Upon approval by your Board, please return the originals marked CONTRACTOR EXECUTE and DEPARTMENT CONFORM, along with two adopted copies of this letter to this office for further processing. The original marked BOARD EXECUTE is for your files.

Respectfully submitted,


DONALD L. WOLFE
Director of Public Works

JZ:dv

C070939

P:\pdpub\Transit\FIXRT_BPASS\HAHNS TROLLEY and SHUTTLE\Year 2007 Letters\Amend8BLw PDeCrev.doc

Enc.

cc: Chief Administrative Office
County Counsel

EIGHTH AMENDMENT TO
CONTRACT NO. 71937

71937

Supplement No. 434

This EIGHTH AMENDMENT to CONTRACT NO. 71937, made and entered into this 15th day of MAY, 2007, by and between the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY), and the WATTS LABOR COMMUNITY ACTION COMMITTEE, a nonprofit corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, on September 8, 1998, COUNTY and CONTRACTOR entered into CONTRACT NO. 71937 to provide fixed-route transit service for eligible patrons of the unincorporated area of Willowbrook (hereinafter referred to as SERVICE); and

WHEREAS, the SEVENTH AMENDMENT to CONTRACT NO. 71937 expires on May 31, 2007; and

WHEREAS, COUNTY and CONTRACTOR agree that it is in the public interest to continue to provide SERVICE at the same rate of \$48.00 per revenue hour; and

WHEREAS, the parties wish to include certain provisions due to current changes in County policy and State law; and

WHEREAS, COUNTY and CONTRACTOR mutually desire to further extend CONTRACT NO. 71937 on a month-to-month basis, not to exceed six (6) months, for the Hahn's Trolley and Shuttle Service beginning June 1, 2007, while COUNTY completes the solicitation process.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by COUNTY and CONTRACTOR and of the promises herein contained, it is hereby agreed as follows:

FIRST: The term of CONTRACT NO. 71937 is hereby extended on a month-to-month basis, not to exceed six (6) months, beginning on June 1, 2007, and not to extend past November 30, 2007. CONTRACTOR shall provide continuous SERVICE from month to month, commencing on June 1, 2007, up to the maximum period of six (6) months, through and including November 30, 2007, unless the COUNTY provides written notice of nonrenewal at least ten (10) days before the last day of any month, in which case this CONTRACT shall expire as of midnight of the last day of that month.

SECOND: Scope of Work, Section 9, Rates, Compensation, and Pass-Through Costs, Service Contract General Requirements, add new Paragraph H, Fuel Cost Adjustment Mechanism, to read as follows:

- A. The DIRECTOR may adjust 10 percent of the hourly rate of compensation 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. Prices are for California for "Diesel (On-Highway) - All Types" or "Gasoline - All Grades Regular," as appropriate to the vehicle used. Such adjustments shall be effective beginning with this AMENDMENT and thereafter at each successive one month 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 for the September 2004 Diesel and/or Gasoline fuel price and the published price for the month being invoiced. However, when the percentage increase or decrease in the fuel price is less than five 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 this AMENDMENT'S Exhibit 8A. PUBLIC WORKS shall be permitted to audit the CONTRACTOR'S fuel usage, fuel costs, and fuel procurement methods for the vehicles used in providing the service (revenue service) and the CONTRACTOR shall provide records pertaining to its fuel costs upon the COUNTY'S request.

THIRD: To Part III, Service Contract General Requirements, add new Section 50, Contractor's Charitable Activities Compliance, to read as follows:

- A. The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act" (SB 1262, Stats. 2004, Ch. 919) increased Charitable Purposes Act requirements. By requiring contractors to complete the Charitable Contributions Certification (Form PW-12 attached to this amendment), 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)

FOURTH: To Part III, Service Contract General Requirements, add new Section 51, Record Retention and Inspection/Audit Settlement, to read as follows:

- A. 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.
- B. 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).
- C. 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. 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 CONTRACTOR 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.

- D. 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 CONTRACT'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.

FIFTH: To Part III, Service Contract General Requirements, add new Section 52, Displaced Transit Employee Program (California Labor Code 1070-1074), to read as follows:

- 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.

SIXTH: All other terms, conditions, requirements, and specifications of the original CONTRACT and prior amendments shall remain in effect.

[illegible]

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 *Ben Yaruslawsky*
Chairman, Board of Supervisors

ATTEST:

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

By *[Signature]*
Deputy



ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

43

MAY 15 2007

By *[Signature]*
Deputy

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

WATTS LABOR COMMUNITY
ACTION COMMITTEE

By *[Signature]*
Mr. Timothy Watkins, President

By *Paulette Nickerson*
Ms. Paulette Nickerson, Secretary

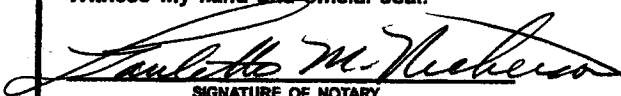
ALL-PURPOSE ACKNOWLEDGMENT

<p>State of <u>CALIFORNIA</u> } County of <u>LOS ANGELES</u> } On <u>MAY 7, 2007</u> before me <u>M.L.F. FIELD, NOTARY PUBLIC</u> <small>NAME, TITLE OF OFFICE - e.g. "Jane Doe, Notary Public"</small> personally appeared <u>PAULETTE NICKERSON</u> <small>NAME(S) OF SIGNER(S)</small> <input checked="" type="checkbox"/> personally known to me OR <input 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. Witness my hand and official seal. <div style="display: flex; align-items: center; margin-top: 10px;"> <div style="flex: 1; text-align: center;"> SIGNATURE OF NOTARY </div> <div style="flex: 1; text-align: center;"> </div> </div> </p>	<p>CAPACITY CLAIMED BY SIGNER(S) <input type="checkbox"/> INDIVIDUAL(S) <input checked="" type="checkbox"/> CORPORATE OFFICER(S) <u>SECRETARY</u>, AND <input type="checkbox"/> PARTNER(S) <small>TITLE(S)</small> <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GARDIAN/CONSERVATOR <input type="checkbox"/> OTHER: _____ SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES) _____ _____ _____ </p>
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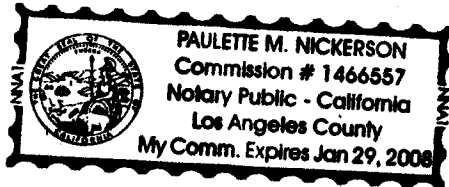
ATTENTION NOTARY: Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:	Title or Type of Document <u>EIGHTH AMENDMENT TO CONTRACT NO. 71937</u> Number of Pages <u>SIX (6)</u> Date of Document <u>MAY 7, 2007</u> Signer(s) Other Than Named Above <u>YES</u>
--	--

ALL-PURPOSE ACKNOWLEDGMENT

<p>State of <u>California</u> County of <u>Los Angeles</u> On <u>5/7/07</u> before me <u>Paulette M. Nickerson</u> Notary Public <small>NAME, TITLE OF OFFICE - e.g. "Jane Doe, Notary Public"</small> personally appeared <u>Timothy Watkins</u> <small>NAME(S) OF SIGNER(S)</small></p> <p><input checked="" type="checkbox"/> personally known to me -OR- <input 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.</p> <p>Witness my hand and official seal.</p> <div style="text-align: center; margin-top: 20px;">  SIGNATURE OF NOTARY </div>	<p>CAPACITY CLAIMED BY SIGNER(S) <input type="checkbox"/> INDIVIDUAL(S) <input checked="" type="checkbox"/> CORPORATE OFFICER(S) _____, AND _____</p> <p><input type="checkbox"/> PARTNER(S) <small>TITLE(S)</small> <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GARDIAN/CONSERVATOR <input type="checkbox"/> OTHER: _____</p> <p>SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES) _____ <u>Watts Labor Community</u> <u>Action Committee</u> _____</p>		
<p><small>ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.</small></p> <table style="width: 100%;"> <tr> <td style="width: 30%; vertical-align: top;"> <p>THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:</p> </td> <td style="width: 70%;"> <p>Title or Type of Document <u>Eighth Amendment Contract #71937</u></p> <p>Number of Pages <u>8</u> Date of Document <u>5/7/07</u></p> <p>Signer(s) Other Than Named Above <u>Paulette Nickerson</u></p> </td> </tr> </table>		<p>THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:</p>	<p>Title or Type of Document <u>Eighth Amendment Contract #71937</u></p> <p>Number of Pages <u>8</u> Date of Document <u>5/7/07</u></p> <p>Signer(s) Other Than Named Above <u>Paulette Nickerson</u></p>
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14-8072 DPW Rev. 8/02



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

CHARITABLE CONTRIBUTIONS CERTIFICATION

Watts Labor Community Action Committee

Company Name

10950 South Central Avenue, Los Angeles, CA 90059

Address

95-2412869

Internal Revenue Service Employer Identification Number

12644

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. () ()

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586. (X) ()

Signature

Date

Timothy Watkins, President/CEO

Name and Title (please type or print)



County of Los Angeles
CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

November 6, 2007

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

33

NOV 06 2007

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

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

Dear Supervisors:

**DEPARTMENT OF PUBLIC WORKS: HAHN'S TROLLEY AND SHUTTLE SERVICE -
UNINCORPORATED COMMUNITY OF WILLOWBROOK
(SUPERVISORIAL DISTRICT 2)
(3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find this service continues to be more economically performed by an independent contractor than by County employees.
2. Approve Amendment 9 to Contract No. 71937 with Watts Labor Community Action Committee for Hahn's Trolley and Shuttle Service to extend the operation and management of transit services on a month-to-month basis for up to six months beginning December 1, 2007.
3. Authorize the Department of Public Works to expend a total contract sum of up to \$462,000 with a monthly amount of up to \$77,000 for this extension.
4. Delegate authority to the Director of Public Works or his designee to expend up to an additional 30 percent of the contract sum for bus rental costs when County-owned vehicles are out of service for extended periods of time (i.e., bus rehabilitation efforts) and for unforeseen, additional items of work within the scope of the contract, if required.
5. Delegate authority to the Director of Public Works or his designee to execute the amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to continue the fixed-route transit service on a month-to-month basis for up to six months beginning December 1, 2007, while the Department of Public Works (Public Works) completes the solicitation process for a replacement contract.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs that we provide Service Excellence (Goal 1) and Organizational Effectiveness (Goal 3). This amendment will continue to utilize the current contractor's expertise to effectively provide this transit service in a timely and responsive manner. This service improves the mobility of transit-dependent patrons.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

This contract amendment is for a total amount not to exceed \$462,000 for the six-month term (\$77,000 monthly), plus an additional 30 percent per month for bus rental costs and unforeseen, additional work within the scope of the contract amendment. The extension will commence on December 1, 2007, on a month-to-month basis for up to six months. The necessary funds are available in the Second Supervisorial District's Proposition A Local Return Transit Program included in the Fiscal Year 2007-08 Transit Operations Fund Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On September 8, 1998, your Board approved Contract No. 71937 with Watts Labor Community Action Committee for the operation and management of the Hahn's Trolley and Shuttle Service to provide fixed-route transit service to eligible patrons of the unincorporated area of Willowbrook. The contract was for an initial three-year period with two 1-year renewal options beginning October 1, 1998. On September 9, 2003, Agenda Item 32, your Board approved an extension of this contract for up to six months starting October 1, 2003, to allow Public Works to complete the solicitation process for a replacement contract. Proposals were received; however, all proposals were rejected. On March 16, 2004, Agenda Item 48, your Board approved an extension of this contract for up to nine months from April 1, 2004 to December 31, 2004.

Public Works conducted community meetings and revised the scope of work to expand the service by adding a fourth route. Due to the extensive community input regarding the additional route, on December 7, 2004, Agenda Item 33, your Board approved an extension of this contract for an additional nine months from January 1, 2005 to September 30, 2005. The process to add the new route into the revised scope of work had taken longer than anticipated. On September 6, 2005, Agenda Item 43, your Board approved an extension of this contract for an additional nine months from October 1, 2005 to June 30, 2006.

During the nine-month period, the proposed scope of work was further modified to specify that the contractor will be required to provide three themed trolleys and three shuttle vehicles for the new service as the County-owned vehicles are scheduled to be retrofitted or retired from service due to their age. On June 13, 2006, Agenda Item 47, your Board approved an extension of this contract for an additional 11 months from July 1, 2006 to May 31, 2007. A new Request for Proposals was released on October 23, 2006. Four proposals were received on December 4, 2006. All four proposals failed some portion of the initial screening. As a result, all proposals were rejected. A revised Request for Proposals was released on March 19, 2007. On May 15, 2007, Agenda Item 43, your Board approved an extension of this contract for an additional six months from June 1, 2007 to November 30, 2007. Public Works has not completed the solicitation process for a replacement contract. The purpose of this action is to allow additional time for Public Works to complete the process.

Prior to the Director of Public Works executing the amendment, which will be substantially similar to Attachment A, the contractor will sign and County Counsel will approve as to form.

This amendment will extend the term length of the contract. It contains the current Board-adopted policy for financial record retention and audit and the State-mandated provisions regarding displaced transit employees and contractor's charitable activities.

This Proposition A contract does not allow for a cost-of-living adjustment for the duration of this extension. However, an adjustment is included in the contract amount for fuel cost adjustments in accordance with Amendment 8.

All other terms, conditions, requirements, and specifications of the original contract, as previously amended, shall remain in effect.

Since this is a Proposition A contract, Public Works has evaluated and determined that the contractor is a nonprofit 501(c)3 organization and will be exempt from the Living Wage Program.

The Honorable Board of Supervisors
November 6, 2007
Page 4

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.

ENVIRONMENTAL DOCUMENTATION

This service is statutorily exempt from the California Environmental Quality Act pursuant to Public Resources Code Section 21080 (b) (10) because it involves the provision of commuter services on an existing right of way.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The extension of this contract provides for the continuation of the current service and will not result in the displacement of any County employees since this service is currently contracted with the private sector.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Administrative Services Division.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:DLW
GZ:dw

Attachment

c: County Counsel
Department of Public Works (Programs Development)

DEPARTMENT EXECUTE

AMENDMENT 9 TO CONTRACT NO. 71937

HAHN'S TROLLEY AND SHUTTLE SERVICE (WILLOWBROOK)

This AMENDMENT, made and entered into this 24TH day of OCTOBER, 2007, by and between the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY), and the WATTS LABOR COMMUNITY ACTION COMMITTEE, a nonprofit corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, Contract No. 71937 was entered into between the COUNTY and the CONTRACTOR on September 8, 1998, to provide the fixed-route transit service for eligible patrons of the unincorporated area of Willowbrook (hereinafter referred to as SERVICE); and

WHEREAS, the Amendment 8 to Contractor No. 71937 expires on November 30, 2007; and

WHEREAS, COUNTY and CONTRACTOR agree that it is in the public interest to continue to provide SERVICE at the same terms, conditions, requirements, and specifications of the original Contract and prior amendments; and

WHEREAS, COUNTY and CONTRACTOR mutually desire to further extend Contract No. 71937 on a month-to-month basis for up to six months for the Hahn's Trolley and Shuttle Service beginning December 1, 2007, while COUNTY completes the solicitation process for a replacement contract.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by COUNTY and CONTRACTOR and of the promises herein contained, it is hereby agreed as follows:

FIRST: Contract No. 71937 is hereby extended on a month-to-month basis for up to six months, beginning on December 1, 2007, and not to extend past May 31, 2008. CONTRACTOR shall provide continual SERVICE from month to month, commencing on December 1, 2007, up to the maximum period of six months, through and including May 31, 2008, unless the COUNTY provides written notice of nonrenewal at least ten (10) days before the last day of any month, in which case this Contract shall expire as of midnight of the last day of that month.

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SECOND: Part III, Service Contract General Requirements, is hereby amended to add new Section 53, Changes and Amendments of Terms, which provides as follows:

- For any revision which materially affects the scope of work, period of performance, payments, or any material term or condition included in this Contract, a negotiated modification to this Contract shall be executed by the Board of Supervisors and the Contractor or if delegated by the Board, the Director, and the Contractor.

THIRD: Except as modified by this AMENDMENT thereto, all other terms, conditions, requirements, and specifications of this Contract and prior amendments shall remain in full force and effect.

[illegible]

LL-PURPOSE ACKNOWLEDGMENT

<p>State of <u>California</u> County of <u>Los Angeles</u> On <u>10/22/07</u> before me <u>Paulette M. Nickerson</u> <small>NAME, TITLE OF OFFICE - e.g. "Jane Doe, Notary Public"</small> personally appeared <u>Timothy Watkins</u> <small>NAME(S) OF SIGNER(S)</small></p> <p><input type="checkbox"/> personally known to me -OR- <input 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.</p> <p>Witness my hand and official seal.</p> <div style="display: flex; align-items: center;"> <div style="flex: 1;"> <small>SIGNATURE OF NOTARY</small> <u>Commission expires 1/29/08</u> </div> <div style="flex: 1; text-align: center;"> </div> </div>	<p>CAPACITY CLAIMED BY SIGNER(S) <input type="checkbox"/> INDIVIDUAL(S) <input checked="" type="checkbox"/> CORPORATE OFFICER(S) _____, AND</p> <p><input type="checkbox"/> PARTNER(S) <small>TITLE(S)</small> <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GARDIAN/CONSERVATOR <input type="checkbox"/> OTHER: _____</p> <p>SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES) <u>WLC AC</u></p>		
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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of LOS ANGELES

SS.

On OCTOBER 24, 2007 before me, M.L. FIELD NOTARY PUBLIC

Date

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared PAULETTE NICKERSON

Name(s) of Signer(s)

☒ personally known to me

☐ 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.

WITNESS my hand and official seal.

M.L. Field
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: AMENDMENT 9 TO CONTRACT NO. 71937

HAHN'S TROLLEY AND SHUTTLE SERVICE (WILLOWBROOK)

Document Date: OCTOBER 24, 2007

Number of Pages: THREE

Signer(s) Other Than Named Above: YES

Capacity(ies) Claimed by Signer

Signer's Name: PAULETTE NICKERSON

☐ Individual

☒ Corporate Officer — Title(s): SECRETARY

☐ Partner — ☐ Limited ☐ General

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here



WILLIAM T FUJIOKA
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://ceo.lacounty.gov>

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

April 15, 2008

39

APR 15 2008

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

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

Dear Supervisors:

**DEPARTMENT OF PUBLIC WORKS:
HAHN'S TROLLEY AND SHUTTLE SERVICE
(SUPERVISORIAL DISTRICT 2)
(3 VOTES)**

SUBJECT

This action is to approve an amendment to an existing contract with Watts Labor Community Action Committee to continue to provide the Hahn's Trolley and Shuttle Service in the unincorporated community of Willowbrook on a month-to-month basis beginning June 1, 2008, for up to 36 months.

IT IS RECOMMEND THAT YOUR BOARD:

1. Find that this service continues to be statutorily exempt from the provisions of the California Environmental Quality Act.
2. Find that this service continues to be more economically performed by an independent contractor than by County of Los Angeles employees.
3. Approve Amendment Ten to Contract No. 71937 with Watts Labor Community Action Committee for Hahn's Trolley and Shuttle Service to extend the operation and management of transit services on a month-to-month basis for up to 36 months beginning on June 1, 2008.

4. Authorize the Department of Public Works to expend a total contract sum of up to \$2,772,000 which equals a monthly amount of up to \$77,000 for this extension.
5. Delegate authority to the Acting Director of Public Works, his successor, or designee to expend up to an additional 30 percent of the contract sum for bus rental costs when County-owned vehicles are out of service for extended periods of time (e.g., major repairs and bus rehabilitation efforts) and for additional work contemplated by the contract, if required.
6. Instruct the Chair of the Board of Supervisors to execute the amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to continue the operation of the fixed-route transit service on a month-to-month basis, not to exceed 36 months beginning June 1, 2008, and to provide the Department of Public Works (Public Works) the time required to evaluate combining the Hahn's Trolley and Shuttle Service with the Rosewood Smart Shuttle Service after its initial two-year pilot period, develop a new Request For Proposals, and complete the solicitation process for a replacement contract.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs that we provide Service Excellence (Goal 1) and Organization Effectiveness (Goal 3). This service will continue to improve the mobility of transit-dependent patrons. This amendment will also continue to utilize the current contractor's expertise to effectively provide this transit service in a timely and responsive manner.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The contract amendment is for a total amount not to exceed \$2,772,000 for the 36-month term (\$77,000 monthly), plus an additional 30 percent per month for bus rental cost, fuel cost adjustments, and unforeseen, additional work within the scope of the contract amendment. The extension will commence on June 1, 2008, on a

month-to-month basis for up to 36 months. The necessary funds are available in the Second Supervisorial District's Proposition A Local Return Transit Program included in the Fiscal Year 2007-08 and to be included in the proposed Fiscal Years 2008-09, 2009-10, and 2010-11 Transit Enterprise Fund Budgets.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On September 8, 1998, your Board approved Contract No. 71937 with the Watts Labor Community Action Committee for the operation and management of the Hahn's Trolley and Shuttle Service to provide fixed-route transit service to patrons of the unincorporated area of Willowbrook.

The contract was for an initial three-year period with two 1-year renewal options for a total period of five years beginning October 1, 1998. On September 9, 2003, Item 32, your Board approved an extension of this contract for up to six months starting October 1, 2003, to allow Public Works to complete the solicitation process for a replacement contract. Proposals were received; however, all proposals were rejected. On March 16, 2004, Item 48, your Board approved an extension of this contract for up to nine months from April 1, 2004, to December 31, 2004.

Public Works conducted community meetings and revised the scope of work to expand the service by adding a fourth route. Due to the extensive community input regarding the additional route, on December 7, 2004, Item 33, your Board approved an extension of this contract for an additional nine months from January 1, 2005, to September 30, 2005. The process to add the new route into the revised scope of work took longer than anticipated. Therefore, on September 6, 2005, Item 43, your Board approved an extension of this contract for an additional nine months from October 1, 2005, to June 30, 2006.

During the nine-month period, the proposed scope of work was further modified to specify that the contractor will be required to provide four themed trolleys and three shuttle vehicles for the new service as the County-owned vehicles are scheduled to be retrofitted or retired from service due to their age. On June 13, 2006, Item 47, your Board approved an extension of this contract for an additional 11 months from July 1, 2006, to May 31, 2007. A new Request for Proposals was released on October 23, 2006. Four proposals were received on December 4, 2006.

All four proposals failed some portion of the preliminary pass/fail evaluation. As a result, all proposals were rejected. A revised Request for Proposals was released on March 19, 2007. On May 15, 2007, Item 43, your Board approved an extension of this contract for an additional six months from June 1, 2007, to November 30, 2007.

Three responsive proposals were received on June 18, 2007. On November 6, 2007, Item 33, your Board approved an extension of this contract for an additional six months from December 1, 2007, to May 1, 2008.

The Rosewood Smart Shuttle Service in this area is scheduled to begin on July 1, 2008. We have determined that it may be beneficial to combine the Rosewood Smart Shuttle and the Hahn's Trolley and Shuttle Services to take advantage of potential cost savings due to the economy of scale. As a result, we elected to cancel the solicitation on January 7, 2008. The requested three-year contract extension will provide the time required to further assess the feasibility of combining these shuttle services and allow for the preparation of a new solicitation.

This amendment also amends this contract to incorporate your Board's revised living wage rates and contract language. Public Works has also evaluated and determined that the contractor is a nonprofit 501(c)3 organization and is exempt from the County Living Wage Program.

Using methodology approved by the Auditor-Controller, Public Works has calculated the cost-effectiveness of continuing to contract 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 a cost-of-living adjustment for the duration of this extension. However, an adjustment is included in the contract amount for fuel cost adjustments in accordance with Amendment Eight.

All other terms, conditions, requirements, and specifications of the existing contract, as previously amended, shall remain in effect.

ENVIRONMENTAL DOCUMENTATION

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

The Honorable Board of Supervisors
April 15, 2008
Page 5

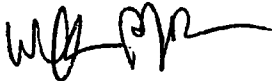
IMPACT ON CURRENT SERVICES (OR PROJECTS)

The extension of this contract provides for the continuation of the current service and will not result in the displacement of any County employees since this service is currently contracted with the private sector.

CONCLUSION

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

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:DDE
SA:abc

Attachments (4)

c: County Counsel
Office of Affirmative Action Compliance
Department of Public Works (Administrative Services)

TENTH AMENDMENT TO **DEPARTMENT CONFORM**
CONTRACT NO. 71937

HAHN'S TROLLEY AND SHUTTLE SERVICE (WILLOWBROOK)

This TENTH AMENDMENT to CONTRACT NO. 71937, made and entered into this 15th day of APRIL, 2008, by and between the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY), and the WATTS LABOR COMMUNITY ACTION COMMITTEE, a nonprofit corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, on September 8, 1998, COUNTY and CONTRACTOR entered into CONTRACT NO. 71937 to provide fixed-route transit service for eligible patrons of the unincorporated area of Willowbrook (hereinafter referred to as SERVICE); and

WHEREAS, the NINTH AMENDMENT to CONTRACT NO. 71937 expires on May 31, 2008; and

WHEREAS, COUNTY and CONTRACTOR agree that it is in the public interest to continue to provide SERVICE at the same terms, conditions, requirements, and specifications of the original Contract and all prior amendments; and

WHEREAS, COUNTY and CONTRACTOR agree that it is in the public interest to continue to provide SERVICE at the same rate of \$48 per revenue hour; and

WHEREAS, the parties wish to include certain provisions due to current changes in COUNTY policy and State law; and

WHEREAS, the CONTRACTOR has demonstrated to the satisfaction of the COUNTY that it is a nonprofit organization and is therefore exempt from the Living Wage Program pursuant to the Los Angeles County Code; and

WHEREAS, COUNTY and CONTRACTOR mutually desire to further extend CONTRACT NO. 71937 on a month-to-month basis, not to exceed thirty-six (36) months, for the Hahn's Trolley and Shuttle Service beginning June 1, 2008, while COUNTY reviews the results from adjacent community services in June 2010, to potentially combine this SERVICE into a new Request For Proposals taking advantage of the larger economy of sale and complete the solicitation process.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by COUNTY and CONTRACTOR and of the promises herein contained, it is hereby agreed as follows:

FIRST: The term of CONTRACT NO. 71937 is hereby extended on a month-to-month basis, not to exceed thirty-six (36) months, beginning on June 1, 2008, through May 31, 2011. CONTRACTOR shall provide continuous SERVICE from month to month, unless the COUNTY provides written notice of nonrenewal at least ten (10) days before the last day of any month, in which case this CONTRACT shall expire as of midnight of the last day of that month.

SECOND: The CONTRACTOR'S Compliance with COUNTY'S Living Wage Program, set forth in Subsection I, of Exhibit A of AMENDMENT 1, is deleted in its entirety and is replaced by Attachment A, which is attached hereto and incorporated by reference herein.

THIRD: The CONTRACTOR agrees, if not exempt from the COUNTY Living Wage Program, to pay its employees providing services under this CONTRACT the Living Wage in accordance with the CONTRACTOR Living Wage Declaration (Attachment B), which is attached hereto and incorporated by reference herein.

FOURTH: CONTRACT Section 14.5, Special Service Operation to Support a Non-Emergency, is added. As requested by the Director, the CONTRACTOR may be asked, from time to time, to provide and operate spare Service Vehicles (including Service Vehicle operators) in support of special events and community programs (e.g., holiday parades, community fairs, etc.). The CONTRACTOR shall provide this service under the same requirements and be paid in the same manner as for the SERVICE under this CONTRACT.

FIFTH: CONTRACT Section 16 C, Operating Performance Standards: Penalties, is modified to add subsection 11 National Transportation Database (NTD) Reporting. The CONTRACTOR shall submit NTD reports to both Metro and the COUNTY within the required reporting due dates. Liquidated damages of \$50 per calendar day (including business days, weekends, and holidays) may be assessed for late NTD reports.

SIXTH: CONTRACT Section 17, Service Records and Records, subsection B.8, NTD Reports, is deleted in its entirety and is replaced by Attachment C, which is attached hereto and incorporated by reference herein.

SEVENTH: Except as modified by this AMENDMENT thereto, all other terms, conditions, requirements, and specifications of this CONTRACT and prior amendments shall remain in full force and effect.

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

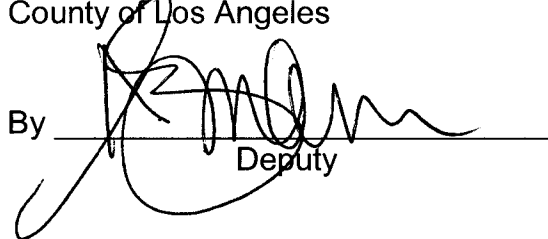
COUNTY OF LOS ANGELES



ATTEST:

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

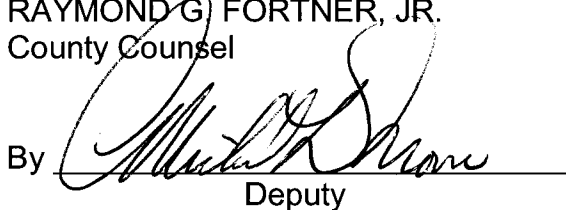
By


Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By

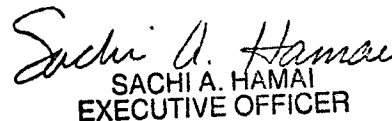

Deputy

By 
Chair, Board of Supervisors

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

39

APR 15 2008


SACHI A. HAMAI
EXECUTIVE OFFICER

WATTS LABOR COMMUNITY
ACTION COMMITTEE

By


Mr. Timothy Watkins, President

By


Ms. Paulette Nickerson, Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Los Angeles

On 4/1/2008

Date

before me,

Takara Gordon

Here Insert Name and Title of the Officer

personally appeared

Paulette Nickerson and Timothy Watkins

Name(s) of Signer(s)

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

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

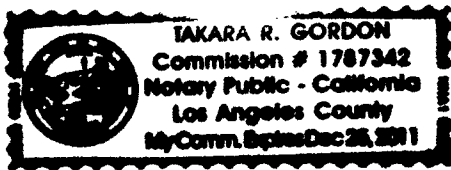
WITNESS my hand and official seal.

Signature

Takara R. Gordon

Signature of Notary Public

Place Notary Seal Above



OPTIONAL

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

Description of Attached Document

Title or Type of Document: Hahn's Trolley - Amendment 10, Contract # 71937

Document Date: April 1, 2008

Number of Pages: 4

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: Paulette Nickerson

☐ Individual

☒ Corporate Officer — Title(s): Corp. Secretary

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: WLCAAC

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: Timothy Watkins

☐ Individual

☒ Corporate Officer — Title(s): President/CEO

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: WLCAAC

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

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

H. Use of Full-Time Employees

Contractor shall assign and use full-time Employees of Contractor to provide services under this Contract unless Contractor can demonstrate to the satisfaction of County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under

this Contract. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time Employees for services provided under this Contract unless and until County has provided written authorization for the use of same. Contractor submitted with its proposal a full-time-Employee staffing plan. If Contractor changes its full-time-employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to County.

I. Contractor Retaliation Prohibited

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

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:		Email Address:
Awarding Department:			Contract Term:
Type of Service:			
Contract Dollar Amount:			Contract Number (if any):

I am requesting an exemption from the Program for the following reason(s) (attach to this form all documentation that supports your claim and SUBMIT SEVEN DAYS PRIOR TO THE DEADLINE FOR SUBMISSION OF PROPOSALS TO PUBLIC WORKS OR FAX TO (626) 458-4194 :

- ☐ My business is a nonprofit corporation qualified under Internal Revenue Code Section 501(c)(3) (***you must attach the IRS Determination Letter***).
- ☐ My business is a Small Business (***as defined in the Living Wage Ordinance--you must attach your company's two most recent tax year returns and last state payroll tax return***) which is not an affiliate or subsidiary of a business dominant in its field of operation **AND** during the contract period will have 20 or fewer full- and part-time employees; **AND**
- ☐ Has less than \$1 million in annual gross revenues in the preceding fiscal year including the proposed contract amount; **OR**
- ☐ Is a technical or professional service that has less than \$2.5 million in annual gross revenues in the preceding fiscal year including the proposed contract amount.
- ☐ My business has received an aggregate sum of less than \$25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount.

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:

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):

Company Insurance Group Number:

Health Benefit(s) Payment Schedule:

☐ Monthly

☐ Quarterly

☐ Bi-Annual

☐ Annually

☐ Other: _____ (Specify)

PLEASE PRINT COMPANY NAME:

I declare under penalty of perjury under the laws of the State of California that the above information is true and correct:

SIGNATURE:

DATE:

PLEASE PRINT NAME:

TITLE OR POSITION:

8. National Transit Database (NTD) 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 Los Angeles County Metropolitan Transportation Authority (Metro). At the County's direction the Contractor will be responsible to prepare and submit the following NTD data/reports:

- a. Monthly NTD Reports—Based on Metro's monthly selection of trips and/or bus stop locations, the Contractor shall collect and provide the required data and prepare and submit Exhibit N, NTD Monthly Ridership Form (MR-20) no later than the 25th day of the following month to both Metro and the Contract Manager. This report includes, but is not limited to, ridership, Revenue Hours, Revenue Miles, number of Service Vehicles operated, and safety/security items.
- b. Quarterly NTD Reports—The Contractor shall be responsible to prepare and submit the County's quarterly NTD Report to Metro and the Contract Manager. This report shall be submitted by the 15th day following the end of each quarter.
- c. Annual NTD Reports – The Contractor shall prepare and submit an annual NTD report in accordance with the FTA's NTD Guidelines, as amended, no later than thirty (30) days after the end of the fiscal year (June 30) to Metro and the Contract Manager. The 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, the Contractor shall contact Metro at (213) 922-2810. The Contractor shall certify that the data is accurate and shall develop an auditing procedure acceptable to the Contract Manager for each NTD Report required.

If the Contractor fails to collect and provide NTD data and reports after the County's request, the Contractor may be subject to liquidated damages per Section Y, Liquidated Damages, below. The Contractor shall maintain and make available to the County, and/or appropriate agencies, records and back-up information pertaining to the NTD data and NTD reports that are submitted for a minimum period of three (3) years.

ATTACHMENT C

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

Agency

Mode MB

Month	Total Boardings	Revenue Hours	Revenue Miles	# of Vehicles Operated	SAFETY AND SECURITY **			** See Thresholds Below
					Major Incident (Safety or Security)	Non-Major Incident (Safety)	Non-Major Incident (Security)	
July								
August								*Due to MTA August 25th
September								September 25th
October								October 25th
November								November 25th
December								December 25th
January								January 25th
February								February 25th
March								March 25th
April								April 25th
May								May 25th
June								June 25th
July								July 25th
Total:	0	0	0	0	0	0	0	0

Mode DR

Month	Total Boardings	Revenue Hours	Revenue Miles	# of Vehicles Operated	SAFETY AND SECURITY **			** See Thresholds Below
					Major Incident (Safety or Security)	Non-Major Incident (Safety)	Non-Major Incident (Security)	
July								
August								*Due to MTA August 25th
September								September 25th
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November								November 25th
December								December 25th
January								January 25th
February								February 25th
March								March 25th
April								April 25th
May								May 25th
June								June 25th
July								July 25th
Total:	0	0	0	0	0	0	0	0