

EXHIBIT “D”
CONTRACTOR’S PROPOSAL

See attached.



Proposal to the City of Redondo Beach for the Operation and Maintenance of the Beach Cities Transit Service



Submitted by:



TRANSPORTATION CONCEPTS

12 Mauchly Building I
Irvine, California 92618

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TRANSPORTATION CONCEPTS

December 18, 2019

Joyce Rooney
Transit Manager
City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277

Dear Ms. Rooney:

On behalf of Transportation Concepts (TC), I would like to begin by thanking you for the opportunity we have had to serve as the City's contractor of choice for these last 10 years. We are excited about the opportunity to submit a proposal to continue to manage and operate the Beach Cities Transit Fixed Route and Dial-A-Ride Services for the City of Redondo Beach for the next 5 years.

As you are aware, Transportation Concepts has been successfully operating this service for the last 10 years. Our focus over these years has been to constantly strive to meet or exceed the City of Redondo Beach and the community expectations, which we believe we have successfully achieved. This is a direct result of the continuity of our local team, which has been led by Mr. Brett Baum, a proven leader, along with an outstanding location staff, as well as the support of a strong local corporate support team. Mr. Baum has been the Project Manager for the Beach Cities Transit Service for the last 9 years. We have an extremely strong and capable workforce, which has been strengthened both in the number of staff positions as well as the recent wage increase given to our drivers. We continually strive for improved operational statistics, and have a true partnership approach with the City of Redondo Beach which has resulted in an extremely cohesive client/contractor relationship that has continued to provide outstanding results.

Through our dedicated local team that is currently in place Transportation Concepts has a clear understanding of the needs of the BCT system, the technology utilized in day-to-day operations, and the parameters driving the system. We are familiar with the unique characteristics of the system to include the ridership profiles of the Fixed-Route and Dial-a-Ride services, the logistics of vehicle maintenance and cleaning, as well as the geographical, environmental, and labor challenges found in the local region.

Throughout our working relationship with the City of Redondo Beach, Transportation Concepts has been extremely successful in managing all aspects of this operation. Our team however is committed to continual improvement and is committed to strive for ways to further improve the operation over the next contract term.

Mr. Baum leads with a very hands-on type of management style. He understands his internal working environment as well as the external environment his team serves. He is adamant about getting out into the community on a regular basis and conducts road

supervision on a regular basis. Brett has also been a resident of the City of Redondo Beach for a number of years.

We hope that through our proposal we truly reiterate our continued dedication and commitment that only Transportation Concepts will bring to the City of Redondo Beach. We have focused on the qualifications of our company, our local team, our knowledge with technology and our sincere desire to continue to manage and operate the BCT service for the next 5 years.

Some of the highlights of our proposal include:

- An extremely qualified Project Manager and Maintenance Manager leading the team as well as a strong support team both at the BCT operation as well as at the corporate office in Irvine, California. No other competitor will offer a management team with the experience and credentials of Mr. Baum and his team.
- A compensation plan that includes continual wage increases for drivers and staff.
- An operational plan that focuses on training, customer service and safety which are proven and designed to result in a positive experience for the end user and potential for ridership growth.
- Local management team with years of "hands on" experience operating Real Time Information systems and Zero Emission Buses.
- A proven operational approach and support system that consistently strives to exceed the needs of the City of Redondo Beach.
- Outstanding positive references from both current and past clients who have experienced contracting with our company for their Fixed Route and Dial-a-Ride Contractor needs.

We are excited about this opportunity to be considered once again to extend our partnership with the City of Redondo Beach for another 5 years.

We acknowledge receipt of Addendum 1 and it our acknowledgement is included with the required forms section of our proposal. If further information is needed, please contact me at (949) 864-3493, (949) 753-7526 (facsimile) or via e-mail – rrogers@transportation-concepts.com. I am authorized to bind Transportation Concepts to the terms of this proposal and it is valid for a minimum of 180 days from submittal deadline.

Sincerely,



Rich Rogers
Chief Operating Officer

B. Background/Experience with Fixed Route and Paratransit Systems



The City of Redondo Beach has contracted with Transportation Concepts (TC) to operate the Beach Cities Transit since 2009. Over these last 10 years TC has provided an exemplary level of Fixed Route and Dial a Ride services. TC was the driving force in implementing a process to provide accurate reporting of statistics, including on-time performance and a comprehensive monthly reporting format that provided a much greater degree of operational data to the City. TC's approach to success has always been that the management and operation of the Beach Cities Transit remains laser focused on the fact that the community comes first. From our employees to the people we serve, each individual has a stake in the transit system, and without them, we as a Company would not have achieved such success.

Over the initial contract term TC had been instrumental in working with the City of Redondo Beach in a collaborative approach to improve both the image and performance of the Beach Cities Transit service. This enabled BCT to maintain steady growth and stability. TC management had always met or exceeded the Cities performance goals, along with implementing many enhancements, such as a significant fixed route restructure which has resulting in an increase in ridership since implementation. Enhanced Dispatch and management oversight through a relocation of the dispatch center and management offices to the maintenance and bus storage yard located on Kingsdale Ave, which dramatically improved not only supervision, but camaraderie and unity of all employees resulting from this forward thinking change. TC worked with the City in the development of a standardization of vehicle type coupled with a realistic vehicle replacement plan and enhanced our preventative maintenance program to meet the growing technology advancements. In this area alone, we are averaging just **1 road call for every 100,000 miles**.

In July 2015 The City of Redondo Beach awarded Transportation Concepts (TC) a second term contract to continue to operate the Cities Dial-A-Ride and fixed route services. Beginning immediately we implemented a computerized scheduling and dispatch system which replaced the manual system that was previously in place. As a result we saw better efficiencies in the system and made making reservations for the passengers easier, including reduced passenger call wait time and on call time. Other benefits included improved On time performance (OTP), NTD reporting, accuracy in trip scheduling and communication with drivers.

Relative to Customer complaints, over the last 5 years we have averaged only **1.5 complaints per month**. Of course **our goal is Zero** however we believe the ongoing focus our BCT team has on customer service is demonstrated in this overall statistic.

TC also continued to work closely with City Staff to further improve our comprehensive management report that provided both operational and fiscal data. TC also assisted the City in the enhancement of the NTD data collection process, which has proven a success in their FTA Triennial performance review/ audit, with zero findings on the TC side.

Over the past 10 years TC has always taken a partnership approach with the community and worked closely in support of several senior community groups. TC has also enjoyed working closely with the City during sponsored events such as Earth Day, Senior Workshops, City Staff Tours, Council Meetings and other City Sponsored Events.

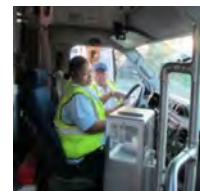


TC has also utilized many resources throughout our company to enhance and continually improve service. Our Director of Maintenance has provided oversight and inspections of the City owned fleet to ensure that all preventative maintenance and repairs are completed to the highest standards. This approach has had direct influence on our record of 100% satisfaction rating on all CHP terminal inspections, as well as maintaining our goal of less than 3 road call per 100K miles. As previously stated our road call frequency is **1 road call per 100K miles**. In addition to our maintenance support, TC has provided safety training support and OSHA training by our Safety Consultants at IAG. This has led to further improvements to our outstanding safety record.

It has been our pleasure to work with City staff and share their vision of growth and enhancements to the transportation services provided to the community. We truly recognize our role as a partner in the development of the transportation services provided to the community.

With attention to safety TC is proud to have continued to recognize a consistent downward trend in the frequency and preventability of accidents each of the last 10 years we have operated BCT. Over the last 5 year contract term the BCT system is averaging over **185,000 miles of safe driving between preventable bus collisions**. TC's approach starts with hiring the best employees as possible, and then investing the time through training to make every employee extremely safety focused, ultimately leading to a significant benefit to the BCT operation.

Operationally, TC has in place a proactive work environment where focus is placed on safety, service and the enrichment of our employees. Work schedules are planned out well in advance to accommodate the service need, while allowing employees flexibility in planning their outside activities. TC uses a centralized dispatch system where all employees, customers and associates contact a central location (phone, email, in-person, radio) to interact with the operation. Once dispatch is notified, immediate action is taken with emphasis placed on customer service and safety. Quality assurance and control is maintained by TC management, starting from the Operations Supervisors that are tasked with maintaining a smooth operation, adherence to schedule, compliance to policy, training, and emergency response if needed.



Overall Company Experience

From the operation of a six bus shuttle operation at the Ontario Airport in 1982, through today, Transportation Concepts has enjoyed measured growth. Currently, the company manages 16 separate Fixed Route, Shuttle or Dial-a-Ride contracts, all in areas with similar challenges as the Beach Cities Transit. The company operates these services

utilizing a fleet of over a 150 vehicles ranging in size from seven passenger minivans to 40 foot transit coaches. The majority of the vehicles maintained and operated by Transportation Concepts use Alternative fuels. In addition, we have experience operating Zero Emission Buses in a number of locations since 2015.

Fixed-Route Services



TC has over 20 years of experience operating fixed-route service in the local region with public transit agencies that receive Federal Section 5307 transit funding. In addition to our **ten years of operating Beach Cities Transit**, other comparable fixed-route experience over these last 20 years includes; **7 years** experience under contract with **Los Angeles Metro** operating **55 buses**, **19 years** under contract with **Corona Transit** operating **20 buses**, **5 years** of experience with the **Riverside Transit Agency** operating **86 buses**, along with contracts with **Omnitrans**, **Palos Verdes Peninsula**, **the City of Avalon**, **Los Angeles County**, and several other municipal operations throughout the Southern California area.

In addition, our talented and valued employees have been responsible for the operation of regularly scheduled services throughout the state including overall management responsibilities encompassing day to day administration of systems operating in rural transit environments as well as major metropolitan areas transporting over 5 million passengers per year. This includes routing and scheduling, safety oversight, vehicle and facility maintenance, road supervision and dispatch oversight, integration of technology, and of course vehicle operations. TC employees have experience in this type of service since 1987.

Shuttle/Circulator/Feeder Services



TC has been providing shuttle services since 1982. In fact, we currently operate several shuttle services of varying operating characteristics to include, campus shuttles, medical center shuttles, and employer shuttles. We are extremely proficient at providing high quality, high capacity, short haul, high frequency services. In addition, we provide other special services including regular shuttles connecting remote parking lots to employment centers; feeder services linking passengers from the train station to employment centers, and commuter services providing people transportation from designated parking lots in suburban areas to jobsites located in major metropolitan areas. These services are one way we can contribute to improving the air quality of the communities we serve.

Demand Response/ADA Paratransit / Dial-a-Ride Services



TC also has close to **20 years of experience** operating Paratransit service in the local region with public transit agencies that receive Federal Section 5307 transit funding. In addition to our **ten years** of operating **Beach Cities Transit**, other comparable Paratransit

experience over these last 20 years includes **19 years** under contract with the **City of Corona** operating **14 vehicles**, **10 years** with the **City of Glendora** operating **10 vehicles**, **8 years** under contract with **Riverside Transit Agency** operating **60 vehicles**, **5 years** under contract with **Omnitrans** operating **100 vehicles**, along with several other operating contracts with municipalities in the Los Angeles and Southern California region. Additionally, TC corporate support staff has experience providing Dial-a-Ride services for close to 35 years.

We have extensive experience managing various size and types of such specialized services ranging from two to over one hundred vehicle operations carrying up to **1,000** passengers per day. In addition, we have experience with various automated (and manual) reservations and scheduling.

C. Service Delivery Approach

Management Philosophy

Although Transportation Concepts operates as a dba under Parking Concepts, the provision of effective transportation operations is the core business of Transportation Concepts. We do not have other businesses that divert focus from our primary objective with our clients, such as the City of Redondo Beach; which is to transport passengers safely and effectively while creating a positive image for the BCT as well as our organization simultaneously. Our concentration remains on your service. If additional support is needed other than the provision of normal services, we have very tenured and knowledgeable internal staff that can provide consulting and assistance in the areas of maintenance, labor, risk management, safety, technology, and environmental concerns. If Transportation Concepts does not have internal staff that can provide assistance to the degree necessary, we have several professional consultants that we work with regularly that will provide service as necessary.

Over the last 37 years, Transportation Concepts has nurtured a management approach/philosophy that is specific to the needs of our customers. Although it is extremely important to have reliable corporate support, we believe that the service is only as strong as the local team leader. As we have demonstrated over the last 10 years in working with the City of Redondo Beach, the local team will operate in partnership with City staff in working towards the same goal of providing premier service to the residents and visitors of Redondo Beach and surrounding beach communities. Our objective is to ultimately improve the quality of life in the communities that we serve. Part of our efforts include: hiring locally to provide an environment that promotes camaraderie and community involvement as demonstrated over our term in Redondo Beach. In addition, our corporate team will always provide as much support as necessary and be available for consultation as requested anytime.

Operations Programs

As a professional provider of transportation services for over three decades, we have developed and implemented programs for a full range of transportation services. Generally, our programs include the following:

- ❖ **Safety** – safety culture, employee, riders, maintenance shop, environmental, incident prevention and response.
- ❖ **Customer Service** – passenger relations, disability awareness.
- ❖ **Employee Development** – recruitment, screening, hiring, training, and supervision.
- ❖ **Maintenance** – preventive, body work, warranty, parts inventory, vehicle appearance, heating/air conditioning, audit/inspection, and ongoing technician enhancement training.
- ❖ **Vehicle Operation** – employee check in, vehicle inspection, dispatch/vehicle communications, on time performance, route supervision, fare collection and extensive continual training.

All of these programs will continue to be in place for BCT. In order to successfully facilitate our programs throughout each of our operations we must effectively maintain our support structure and ensure that each area is developing and continuously improving. Every person on our team must demonstrate a high degree of passion for customer service and be able and willing to provide it to the community and the system ridership.

"City staff has come to rely on location and corporate support and expertise. We value this assistance and believe your company is a partner in our success"

Brian Champion
Previous Contract Administrator – City of Corona

Over the last 37 years Transportation Concepts has had an excellent performance record with the contracts we have operated. We have consistently focused on efforts to exceed client expectations and nurture an excellent safety culture within each of our operations. This approach has resulted in our organization achieving a solid reputation for getting the job done as promised. We are proud of our success. However, our philosophy is one of always keeping our eyes open for a better way to serve our clients. We are committed to continue operating under this philosophy relative to the service provided to the City of Redondo for the Beach Cities Transit Service.

The following is our location specific *Beach Cities Transit Operations Policy and Procedures* manual. This is issued to all employees upon hire. In addition, our company handbook is also issued at the time of hire, and further demonstrates our understanding of this project. Information on our employee handbook can be found in Section M of this proposal.

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These procedures are incorporated into the existing TC Handbook. Situations may occur that are not covered by these policies and procedures, such instances, drivers must exercise good judgment. In all situations, drives must report these to their supervisor and dispatch.

All drivers must become thoroughly familiar with the TC policies and procedures, special requests and instructions. Ignorance will not excuse negligence of duty, and disciplinary action as stated below or contained in the TC Employee Handbook, sections "K", Workplace Conduct page 43-45. Clarification of these rules must be done through your immediate Supervisor or Trainer.

1. Special Instructions:

Special Instructions supersede the procedures contained herein, and are to be obeyed while in effect. Special Procedures and instructions may be issued in the form of:

- Bulletins
- Notices
- Memos
- Schedule Memos

2. Compliance and Instructions:

Drivers must accept responsibility for and carry out the oral and written instruction of any authorized TC or Agency representative.

3. Notice Boards and Mailboxes:

Drivers must consult the notice boards and check their mailboxes if provided before and after each day's assignments.

4. Cooperation with Law Enforcement and Fire Department:

Drivers must cooperate with Law Enforcement and Fire Department agencies. If such cooperation creates a dangerous situation or changes any established TC procedure, notify your supervisor immediately for clarification. At no time can passengers get involved with assisting in any safety related issue. An Incident report must be completed and turned into your supervisor at the end of your shift detailing the incident.

5. Safety in the Yards:

Drivers must be alert and take necessary precautions to ensure their personal safety and the safety of others. Reflective Safety Vests must be worn at all times when walking yard and or layover. The safety vest may not be worn while operating any vehicle.

6. Seat Belts:

Drivers must wear seat belts when operating any vehicle, revenue vehicles included. When operating a non-revenue vehicle, it is the operator's responsibility to ensure that all occupants of the vehicle are using the seat belts before the vehicle is put into operation.

7. Electronic Devices:

All electronic devices must be off and not visible while operating a vehicle, including a non-revenue vehicle. The only exception is the two way radio or PTT phone. Using a cell phone while operating a vehicle will result in immediate termination.

- Cell phones and accessories
- Computers and accessories
- Electronic audio and visual devices.
- Ear pieces.

TRANSPORTATION CONCEPTS

OPERATIONS POLICY AND PROCEDURES –REDONDO BEACH

8. Pull in, Pull out and Off Route:

Drivers must strictly adhere to all operating procedures and traffic laws on all pull out, pull in and detours. Drivers must never park or layover in any unauthorized location. Unnecessary deviations or delays are prohibited. Drivers must always use their four way signals when pulling into a stop.

9. Routes:

Deviating from routes is prohibited, unless directed by Law enforcement, fire department, supervisor or agency representative. Routes are to be completed as per the established paddles. Cutting short a route or deviating without authorization will result in immediate termination.

10. Service Delays:

Drivers must notify dispatch immediately when a delay or blockade has interrupted service for more than 10 minutes or may prevent the bus from reaching the layover in sufficient time. Also, notify dispatch once the delay / blockade has been cleared. Ensure this information is written on your trip sheet.

11. Time Points:

Speeds must be monitored so that drivers arrive at time points safely and on schedule. DO NOT depart time points earlier than the scheduled time. DO NOT arrive at time points or layovers more than 3 minutes ahead of schedule. Running times must be distributed evenly between time points.

Violation of this section will result in Disciplinary action up to and including termination.

12. Detours:

When driving through an authorized detour, stop at any intersection where it is safe to allow passengers to board and alight.

13. Layover:

Engines must be turned off when layover time exceeds 5 minutes. Always ensure your vehicle is pulled forward and does not block any driveway or intersection. Always try to accommodate other drivers.

14. Unattended Buses:

When a bus is left unattended at any location, it must be properly secured. Do not leave any supplies on the bus. Drivers must keep their passes, ID badges, and transfers on them at all times. Return to the bus with sufficient time to prepare for service. Never leave passengers onboard when unattended. Always notify dispatch when you leave the bus unattended.

15. Announcing Departures:

Announcing your departure should be done moments before departing the stop. Always keep a look out for passengers.

16. Transporting Animals:

Drivers must transport service animals in accordance with the American's with Disabilities Act guidelines. All other animals must be secured in a suitable carrier. Notify dispatch whenever a service animal is onboard.

17. Request for Assistance:

All requests for emergency assistance must be made through dispatch. A driver may request the assistance of law enforcement or just the assistance of a supervisor. Drivers must use the correct codes when these requests are made.

TRANSPORTATION CONCEPTS

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18. Reporting Disturbance and Altercations:

Report all disturbances and or altercations to dispatch as soon as it is safe to do so. Always wait for supervisor arrival. Avoid all confrontation even if it means getting off the bus. Safety first. Incident report must be submitted before signing off for the day.

19. Fares:

Never insist on payment of fares, just quote the fare. DO NOT create a situation that can jeopardize your or the passengers safety.

20. Unnecessary Service Delays:

Drivers must never stop to purchase food or beverages or to conduct personal business at any time; this includes deadheading to and from the TC yard to the start or end of service while operating any vehicle. Stopping along the route to use the restroom in an emergency is permissible. If said stop is at a business that sells food or beverages, Operators are not permitted to make purchases. In the event the restroom is in a mall or casino, the same rules apply, shopping and gambling is restricted.

The only exception to the above is when an Operator is on their meal break and has been authorized to use a TC vehicle during their meal period.

Always contact dispatch when there is a need to stop. Dispatch will need your name, route #, bus # and location. Once back in service you will again need to contact dispatch informing them you are back in service. Passengers can never be left in your vehicle while unattended. Also instruct the passengers to disembark.

21. Treatment of Passengers:

Good passenger relations are essential for our success. Drivers are required to treat all passengers in a courteous and respectful, and professional manner at all times. When dealing with your passengers, be conscious of your actions and words used, but as importantly your tone. Don't be offensive and sarcastic. Remember, you not only represent TC, but the Agency/ Client as well.

22. Tampering with Fare box:

Drivers are strictly prohibited from tampering with the fare box. Drivers are not permitted to use any non approved tool to clear the fare box. Any attempt to adjust or tamper with the position or normal operation of any of Company property, including the fare box is strictly prohibited. Employees who engage in theft of, or willful misuse of Company property will be subject to discipline up to and including immediate termination and where appropriate and criminal prosecution.

23. Securing Fare Media:

Drivers are responsible for all fare media that is issued to them as well as any that is collected during their assignments. Fare media must never be left on the bus, when the vehicle is unattended. When drivers are on the bus, the fare media should be stored out of sight at all times. All fare media must be turned in at the end of your schedule. IAT cards must be documented on the driver's trip sheet reflecting how many were received, sold and returned back to dispatch.

24. Radio Conduct:

Vehicles that are equipped with two-way radio systems fall under the direction and is regulated by the FCC (Federal Communications Commission). The following is prohibited over the radio:

- Use of obscene, unnecessary comments, slang terms and profanity
- Unauthorized use of messages
- Excessive, false or deceptive signals or communications
- Unauthorized call signs
- Tampering

Violation of this section will result in Disciplinary action up to and including termination.

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25. Smoking Policy:

Transportation Concepts (TC) is committed to providing a safe and healthy workplace and to promoting the health and well-being of its employees. It is the policy of TC to prohibit smoking on all Company premises and in all Company vehicles in order to provide and maintain a safe and healthy work environment for all employees. In conjunction with state and local law, employees are free to smoke in designated areas outside the buildings and vehicles during non-working hours (i.e. before work, during breaks and after work).

In fairness to all employees, individuals who smoke are expected to comply with existing Company policy regarding break time. Smokers will not be singled out or monitored in any way that results in treatment different from that applied to other employees.

Employees violating Company rules on breaks or smoking will be subject to disciplinary action up to and including termination.

TC operates in accordance with California Code Reg. Title 22, sec 12000 (b), which states that tobacco smoke is a chemical known to the state to cause cancer. Also, TC follows all the city, county and state policies and regulations in monitoring smoking in public places. Any employee who violates Company/locations smoking policies will be subject to disciplinary action. Ref: Employee Handbook September 2003.

Administering the Policy

- The no smoking policy applies to all employees and outside business guests who may be visiting the building
- This policy covers the smoking of any tobacco product and the use of smokeless (or spit) tobacco
- Smoking is not allowed within the building at any time
- Smoking is not permitted in any company vehicles, either owned or operated by Transportation Concepts
- It is the responsibility of each employee to ensure that his/her visitor(s) comply with all provisions of this policy
- Smoking is permitted on the grounds provided that it occurs beyond 25 feet of any building entrance or open window
- Employees who choose to smoke within the permitted areas must do so on their regularly scheduled breaks or meal periods
- All materials used for smoking, including cigarette butts and matches, must be extinguished and disposed of in appropriate containers as provided
- No additional time off work shall be authorized for employees that smoke
- Each employee is expected to abide by the terms of the Smoke-Free Workplace Policy

Employees are required to sign an acknowledgement that they have read and understand the smoke-free workplace policy. A copy of the signed acknowledgement will be placed in the employees personnel file.

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26. Speed:

Drivers will not drive any TC or agency vehicle at a speed that exceeds the posted speed limit, or a safe speed for the conditions. Speed adjustments should be made only when directed to do so by a posted speed limit sign. Adjustments should be made for inclement weather, traffic conditions, visibility, surface of the roadway and the size of the vehicle.

27. Destination Signs:

Drivers must display the proper destination sign number, destination route sign at all times. When not in service on pull out and pull in, or off route trip the driver must display a “Not in Service” destination.

28. Use of Lights:

Regardless of time of day, i.e. sunrise, sunset or darkness, the interior lighting and lighting in stepwells on buses shall be sufficient for passengers to enter and exit safely. Remember, passenger safety starts with a good vehicle safety inspection which includes interior lighting. If you find safety critical systems are not in working order they must be reported to Dispatch and Maintenance.

29. Tires:

Except when curbing wheels for proper securement, ensure that the tires of any vehicle do not contact the curb or any object that could damage them. If the tires are damaged, note the damage on the DVIR.

30. Door Operation:

Do Not open the doors at any time while the bus is in motion. The bus must come to a complete stop before the doors are opened, and be completely closed before the bus is in motion.

Violation of this section will result in disciplinary action up to and including termination.

31. Vehicle Check at Layover:

Upon arrival at a layover, drivers are required to check their bus for the following:

- Sleeping or intoxicated passengers
- Lost articles
- Debris
- Hazardous Substances
- Damage
- Low tires
- Lights

32. Calling Stops:

Drivers are required by ADA regulations to announce in a clear, distinct voice all transfer points, major intersections, and destination points, points of interest and any stop or location upon request. In addition, make announcements at sufficient intervals along the route to familiarize vision impaired passengers to their locations.

Violation of this section will result in disciplinary action up to and including termination.

33. Passenger Stop Request Sign:

The stop request sign must be on at all times.

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34. **Driver / Passenger Conversations:**

Avoid all unnecessary conversations and distractions while the bus is in motion. Questions should be answered briefly and politely, without diverting attention to the road. Treat all questions and answers as if it is the first time you have heard it, regardless how many times you have heard the questions before. Schedules should be provided to the passenger to help minimize inquiries.

35. **Ejection:**

It is illegal and prohibited for any Driver to place their hands upon a passenger without that passenger's permission. Passengers behaving in an offensive manner should be requested to stop the offending conduct. If it becomes necessary to request the offending party to alight the bus, always notify dispatch and have a supervisor meet you on route. When alighting the passenger the bus should be pulled over to a safe location. Small children or people who appear to be in a vulnerable position must never be ejected. A full report must be handed in at the end of the driver's schedule. Courtesy cards should be handed out to passengers when situations like this occur.

36. **Badges:**

The employee identification badge is part of your uniform and must be worn at all times. After receiving your badge it's your responsibility to keep hold of and protect it.

If you have legitimately lost your employee identification badge there is a \$20 replacement fee. Any Driver who knowingly allows someone else to use their employee badge will be terminated.

37. **Time Keeping:**

It is recommended that all operators keep a record of their working hours. Each work run has a sign-on and sign-off time. An employee may sign on early does not entitle you to overtime. Employees are required to sign their name next to their sign in time and again when they sign out. This is to be done at the scheduled time, not before and not after.

Any overtime occurring at the end of your shift must be approved by the on-duty controller. If you can't justify the reason you're completing your shift late the on duty Controller is not authorized to sign-off on the overtime.

38. **Assisting the Elderly:**

As a person ages, physical changes begin to appear.

- **Vision** – This is affected in many ways; the eyes ability to distinguish between colors is impaired. Bright and contrasting colors should be used to assist elderly persons. The white or yellow stripes on stairwells and aisles help distinguish between steps and the width of the aisles. Eyes can become very sensitive to bright sunlight. The eye becomes more susceptible to cataracts, which causes vision to be cloudy and blurred. Blurred vision can also affect the elderly person's ability to judge distance. To further aid the elderly, **bus operators are required to call stops, transfer points and time points.**
- **Hearing** - The range of hearing, especially in the areas of very high or low-pitched sounds is normally limited by age. It is important, therefore not to shout at an elderly person since this normally does little good and may cause them to become upset or confused. If the elderly person seems unable to hear you, speak a little louder and slower, and even try in a lower voice.
- **Physical** – Many elderly persons experience difficulty in boarding the bus. They may have physical conditions and injuries that limit their mobility. Park the bus close to the curb at the stop, and make sure that the doorway openings are positioned properly. Point out obstacles or hazards, which they may encounter and offer to assist them as they board or alight from the bus.

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- **Priority Seating** - The first two front rows are allocated to priority seating for the elderly. Upon request, a bus operator can ask passengers in these seats to move in order to accommodate elderly passengers.

The **ADA (Americans With Disabilities Act)** does not require elderly persons to use priority-seating areas on the bus.

A few pointers that may help you as a bus operator to assist with the elderly;

- Announce the bus and route number to elderly passengers standing outside the bus. This can be done using the PA system.
- Announce stops, transfer points and time points.
- Speak clearly and more slowly.
- Park closer to the curb.
- Kneel the bus – .
- Keep priority seating open.

Passengers seated in designated areas are not compelled to move, as the elderly are not required to use designated seating. However from a customer service standpoint you should try to encourage this.

39. E-Mail, Voicemail, and Computer Network System Policy:

Employee privacy rights do not extend to work-related conduct or the use of company-owned equipment or supplies. You should be aware of the following policies:

- **Our Right to Access Information**
Although employees have individual access codes to e-mail, voicemail, and computer network systems, these systems are accessible at all times by Parking Concepts, Inc. and may be subject to periodic unannounced inspections by us. All system access codes must be available to the Company, and employees may not use access codes that are not known to the Company.
- **Systems Use Restricted to Company Business**
Employees are expected to use e-mail, voicemail, and computer network systems for Company business only and not for personal purposes. Personal purposes include, but are not limited to, soliciting or obtaining opinions for commercial ventures, religious or political causes, outside organizations, or other non-job-related solicitations. In this regard, the Company reserves the right to retrieve and read any messages composed, sent or received. Please note that even when a message is deleted by the user or recipient, it may be possible to re-create the message; therefore complete privacy of messages cannot be guaranteed to anyone, and communications should be limited to business purposes.
- **Forbidden Conduct**
Employees are prohibited from using PCI/ TC information systems in any way that may be disruptive or offensive to others including, but not limited to, the transmission, receipt or viewing of sexually explicit messages, cartoons, images, sounds, ethnic or racial slurs, or anything else that may be construed as unlawful harassment or disparagement of others.
- **Password Security and Integrity**
Employees are prohibited from the unauthorized use of other employees' access codes to gain access to their e-mail and voicemail messages. Personal or other inappropriate use of information systems will result in disciplinary action up to and including immediate dismissal.

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40. Lost and Found:

Any item found on a bus must be properly documented and secured by the following process.

- **Initial Find**
Drivers are to call in stating when and where the item was found
Dispatchers are to log the call
- **Returning to the Yard**
The driver is to turn the item over to the dispatcher on duty
The dispatcher is to tag the item.
The dispatcher is to log the item in the lost and found log book
- **Securing the item**
All lost and found items are to immediately be secured in the combination safe
Any bulk items that cannot fit in the safe should be secured in the manager's office
- **Returning Items**
Passengers must produce I.D when claiming items at our facility

41. In Service Check:

All drivers are to contact dispatch when going into service. This is to be done when first starting service and anytime you are starting after relieving another driver, or after a lunch break. The correct procedure after confirming contact is to state your route and then "10-8" and your location. For example: Dispatch: *"go ahead", 102-1, 10-8 at the Pier*". An example for lunch relief drivers is as follows: Dispatch *"go ahead"*, Operator: *10-7, 10-8 at LAX*". Again, this only needs to be done on the first trip when you take over your bus, not on every trip of your route. .

42. Bus Stops:

At bus stops that service more than one bus at a time, please remember to stop at the end of the stop, not in the middle. Additionally, if safe to do so, if another bus pulls in behind you, pull forward to allow the other bus to safely enter the stop. Always ensure you stop at the service stop when another vehicle bus is already at the stop.

When entering a bus stop zone and during your time stopped at bus stop the emergency four way flashers are to on, (No exceptions). When merging back into traffic - Signal, look for oncoming traffic, and merge safely. If your buses emergency four way flashers do not operate properly, write it down on the Daily Bus Report and inform the supervisor so that repairs can be made as soon as possible. Your cooperation is vital and important for the overall operations and passenger safety.

Drivers arriving to the Torrance Circle (Redondo Beach Pier) with down time exceeding 2 minutes must turn their bus off. This applies to all Layover's; Palos Verdes/ Via Valencia, LAX and Aviation Station.

43. Reporting Incidents:

Anytime an incident or anything out of the ordinary occurs, no matter how minor it may seem at the time, you MUST report this to dispatch and or a supervisor immediately by radio or cell phone. Once

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you have completed your shift you are then to ensure an incident report is made out and issued to your supervisor or manager before you sign off for the day.

Every incident that occurs in a vehicle, has the potential of escalating into liability for and cost to the company, but most importantly can jeopardize your job.

The following are examples of the more common types of incidents, but does not include every type of incident that may occur.

- Passenger failing to pay for his/her fare.
- Passenger arguing with another passenger, or yourself.
- Passenger disturbing other passengers.
- Passengers not having the correct or expired transfers or cards.
- Accidents.
- Passenger injuries.
- Passenger falling when de-boarding the bus.
- Road hazards.
- Passenger conflict.

44. Rewritten Trip Sheets:

When drivers rewrite their trip sheets the following procedure must be followed.

- When a trip sheet is rewritten, only (2) copies must be submitted (Original trip sheet & rewritten trip sheet).
- Specific comments providing explanation of rewrite must be placed on comment section of rewritten trip sheet
- Original trip sheet and rewritten trip sheet must be stapled together

45. Talking to the Media:

It is TC policy that drivers or any employee ARE NOT PERMITTED to speak to the media at any time for any reason. This is a very sensitive issue and could cause heavy liability issues for the both the agency and TC. If you are approached by someone from the media for a comment on anything, you are to redirect them to TC Management.

As an employee of Transportation Concepts, you are also an ambassador and representative for the Agency/ Client. Anything you say or do, while in uniform, on the clock or on the bus reflect on both TC and the Agency and Client. As a driver, you are always in the spotlight, especially when there is an accident, incident or even changes to the service, and people from the media are always trying to get information from you as you are first line of the source.

Violation of this section will result in disciplinary action up to and including termination.

46. Uniform Policy:

Image is an important factor when it comes to professionalism. TC prides itself on its image and And this is why we issue uniforms. It is up to each of you to ensure your uniforms are clean and that you are in complete and proper uniform during all assigned shifts, this includes fueling. Failing to be in complete and clean uniform will result in the employee being sent home.

Watches form part of a requirement for this job, and it is your responsibility to have a good working watch with you at all times during your shifts. The correct time of day must be maintained at all times while on duty. Watch malfunctions are not an excuse for running off schedule.

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The following is the required TC uniform:

- TC issued Shirts – (ONLY WHITE T-SHIRTS ARE ALLOWED UNDER THE SHIRT)
- TC issued Pants
- Black Shoes
- Dark Socks
- TC issued Jacket
- TC issued Caps (or plain blue, no lettering)
- I.D. Badges (When issued)

47. Credentials:

Renewal of your proper credentials is your responsibility!

Your credentials consist of your Driver License, VTT Card and your Medical Examiners Certificate. The company is NOT responsible for reminding you when your credentials are going to expire. It is your responsibility to keep all of your credentials current and not wait until the last minute to renew them. In regards to your VTT Card it is your responsibility to make sure that you have enough in-class training hours to renew your VTT.

If the re-newel of your credentials should interfere with the company's day to day operations due to neglect on your behalf, you will receive a written warning, and be suspended without pay until your credentials are updated.

48. Passengers Riding with Luggage:

Luggage must be positioned in front or on passenger while the bus is in motion. The luggage must not occupy additional seating or the seating or leg space of another passenger. If the luggage does not meet these criteria then we cannot place luggage on bus. As a result, we cannot transport customer.

49. Wheelchair and Mobility Device Policy:

**BCT requires all wheelchairs and mobility devices be secured by a 4 point system.
Passengers failing to adhere to this rule will not be permitted to ride.**

Loading:

- Location: insure that the vehicle is on the correct side of the street
- Vehicle should be on firm, level ground
- Lift should come to rest on concrete or pavement
- Always avoid soft, wet, or slippery surfaces
- Before contact is made with passenger security belt must be put on

Vehicle:

- Leave engine on
- Turn fast idle on (If applicable)
- Turn lift switch on (If applicable)
- Engage parking brake
- Make sure wheelchair is clear of lift deployment

Authorization:

- Only **TC** personnel, who have been properly trained in wheelchair procedures, may perform these functions.

Deployment:

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- Deploy lift to flat, solid ground
- Pull the wheelchair onto the lift platform, passenger facing away from vehicle
- Secure brakes on the wheelchair
- Disconnect an electric wheelchair's power supply, if the passenger is not able to fully control the chair
- Fasten and tighten lift belt if equipped with one
- Stand behind passenger if space permits and notify the passenger that you are about to move the lift
- Ride up on the lift platform, if you can safely do so, holding the wheelchair with one hand
- Make sure that the safety lift flap locks into an upright position as the platform clears the ground
- When the lift reaches the top of its cycle, release wheelchair brakes and pull the chair backwards into the vehicle
- Maneuver chair to securement position, DO NOT LIFT the wheelchair

Securement:

- 4-point tie-down system is to be used
- Under no circumstances should there be less than 4 straps used
- All wheelchairs and mobility aids should always be secured in a forward facing position
- All electric wheelchairs must have power turned off while secured
- Encourage passengers in scooters to transfer to a seat

Equipment:

- 4-tie down straps, 2 front, 2 back
- One lap-belt set
- One shoulder harness set
- If the shoulder harness cannot be secured, then a lap belt will suffice, however, these should be rare occasions

Connect:

- Apply brakes to the mobility aid
- Connect front tie down straps to a T-connector of the wheelchair frame, on the front half of the wheelchair
- Connect back, ratchet tie down straps to a T-connector on the back half of the wheelchair
- Never connect straps to wheels, footrests, armrests, or any detachable or moveable part of the wheelchair
- A tightened tie-down strap must be straight, not twisted
- Unoccupied wheelchairs must be tied down

Recheck:

- Recheck all straps, test by pulling from the back of the wheelchair to see if it moves

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Unloading:

- Unloading area should always be on level ground
- Vehicle engine should be on, parking brake on, lift switch on, fast idle on-if applicable
- Release all tie downs and store them in proper container
- Activate lift
- Verify that the safety belt is secured
- Maneuver wheelchair onto lift, setting brakes
- Inform passenger that you are going to activate lift to downward position
Lower to the ground by standing on the lift behind the passenger and holding onto the wheelchair with one hand
- If the wheelchair is too large to allow you to ride on the lift platform, stand on the ground and to the side of the lift while raising and lowering. Maneuver the wheelchair onto and off of the lift platform while standing on the ground in front of the lift. Once the wheelchair is aboard the vehicle, secure it, then proceed to secure the lift closing all doors
- Once lift reaches the ground, ensure end gate is down, unlock wheels, unfasten lift strap, then push wheelchair off of the lift platform
- Secure the area by stowing the lift and closing doors, never leave the lift out and unattended

General guidelines:

- Never leave the keys in the vehicle when assisting passengers to a destination
- Safety belt to remain on the passenger until they are at destination
- Never leave passenger unattended on the lift
- Store tie downs in proper container
- Always maintain physical contact with the wheelchair
- Explain each element of the procedure to the passenger
- Always lock brakes on the wheelchair
- Shut off power to electric wheelchairs when on the lift platform and in the vehicle
- Make all wheelchair movements as smoothly as possible
- DO NOT leaves the vehicle running in front residences, or facilities. When not in use always turn the engine off
- Do not use the manual operation capability of the lift to load a passenger. This function is intended to unload passengers when the lift cannot be operated electrically. No standees permitted during manual operation

Ergonomics:

- When physical strength is required, always use leg and hip strength, not back strength
- When securing tie-downs, kneel and keep your back straight
- Do not move a wheelchair over multiple steps
- Pull a wheelchair downhill and push moving uphill
- If at any time circumstances prevent you from following these procedures contact dispatch

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50. Your Responsibility as an Operator:

- Drivers shall carry out a complete walk around inspection of the vehicle prior to the departure of the first run of each day to satisfy DOT requirements and company regulations.
- Drivers shall instruct passengers on loading and unloading procedures, safety rules and rules of conduct when needed.
- Drivers shall always be in their vehicle when loading and unloading passengers, with the exception of loading and unloading wheelchair passengers.
- Drivers shall not allow passengers to sit or stand in the drivers compartment, shall enforce strict discipline on the vehicle and shall enforce all rules of conduct of the company as outlined by the company policy. This makes allowances for the Standee Policy.
- Standees: No standees allowed beyond the “standee line”, and as long as you have full view of all your mirrors. The dispatcher must be notified when you have a full bus.
- Drivers shall not leave the vehicle while passengers are on board. In case of an emergency set the emergency brake and turn off the engine and remove the key.
- Drivers shall unload or load passengers only at the designated time and place. If there are any changes in the route the drivers will be notified by the Dispatcher /Supervisor or General Manager.
- Drivers shall keep the service doors closed at all times when the vehicle is in motion.
- Drivers shall not back up a vehicle unsupervised except in an approved area or in an emergency.
- Drivers shall report any mechanical problems in writing on the DVIR forms to the Supervisor.
- Drivers shall use radios strictly for company business and conduct all conversations in a professional manner. Drivers, in the event of a mechanical breakdown, you are to immediately notify the Dispatcher of your location and the nature of the problem by using the correct radio codes.
- **Drivers shall report any incident to the Dispatcher immediately. The driver should not continue in route unless authorized to do so by the Dispatcher.**

51. Pre and Post Trip Inspections:

Pre and Post Trip Inspections are Mandatory parts of your daily functions. Pre-Trips and the completion of your DBR's must be done before the bus rolls out of the yard. Drivers are to be present at their buses during the time of Pre-Trip. Supervisors will monitor this on a daily. AM DRIVERS. The PM drivers are to complete their Post Trip Inspections when they return to the yard.

52. Drivers Trip Sheets:

The drivers logs forms part of your daily function. Your paperwork is to be completed in full, this includes, bus details, route times and all ridership details. Most importantly is that you complete all ridership details especially on the last run. If you do not pick up any passengers, you must fill in the spaces with a zero. Please ensure that all your transfer information is filled in accurately and your start and end transfers and any unused punched transfers are stapled to your paperwork. This includes the last run, if you do not have any passengers, fill in “0” in the space provided. Your start and end times must be filled in on every trip, this is the actual time you leave and arrive not the time as per the schedule. Do not only write the start time and leave the end time blank. Please refrain from circling and artwork on the logs, this is an official document which is audited by TC and Agency/ Client.

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53. DVIR:

DVIR's may only be completed during the physical inspection. You cannot do your inspection and then complete the DVIR in the office. Drivers who do not adhere to the above will have to re-do their pre-trip the correct way.

For your own safety, the following procedure must be adhered to correctly:

1. The first driver assigned to a vehicle fills out the DVIR in triplicate.
2. The DVIR is to be completed in full reflecting the following items;
 - Vehicle #
 - Date
 - Drivers Name
 - Start miles
 - Start time
 - Check off each item one by one. For defects mark an "X" next to the item
 - Any comments related to the defects found. No personal comments must be made
 - Drivers to sign the DVIR (middle of the page)
 - Supervisor / Dispatchers signature (right top corner)
3. Supervisor/ Dispatcher must sign off DVIR initialing the top right hand corner of the DVIR, ensuring all safety related items are checked off before the bus departs from the location.
4. The signed YELLOW copy must be handed to the supervisor / dispatcher before leaving the location. The PINK and WHITE copies are kept on the bus for the duration of the day while the bus is in service.
5. The 2nd and 3rd drivers are to use the same DVIR as the first, this time completing the driver #2 or 3 box;
 - Name
 - Start miles
 - Start time
 - Check off each item one by one. For defects mark an "X" next to the item. (for the drivers taking over in route, do the work around and check brakes).
 - End time
 - End Miles

At the end of your shift, complete the End miles and End time

At the end of your shift

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6. At the end of the day after the Post Trip Inspection is completed, the PINK copy is to be left in the vehicle for the next morning driver to review and the WHITE copy is to be turned into the supervisor/dispatch.

(This will allow the morning driver the opportunity to see what defects the previous driver wrote up).

7. Whenever a repair is done, the mechanic will check and sign off on the defect which was reported on the WHITE copy of the DVIR and file this with the repair order in the vehicle file. The mechanic must also check off the repaired items on the PINK copy on the bus.

54. Sick Passengers:

If a passenger is sick on the bus, the driver must pull over immediately in a safe place, and call into dispatch informing them of this. Check with the passenger if they require medical assistance. If assistance is required, advise dispatch, who will call 911.

Immediately dump the kitty litter over the spilled body fluid, and instruct the passenger/s to move to another seat. Do not inhale while dropping the kitty litter and do not touch any of the body fluid.

Then continue on route until a replacement bus meets you to do a bus exchange. The bus is returned to the location and tagged for utility personnel or mechanic to clean up.

The bus cannot go back into service until the body fluid is cleaned up correctly.

Requirement: All drivers are to ensure they have at least one bag of Kitty litter on their bus when doing their pre-trip inspection.

55. Passing-Up Bus Stops:

Skipping stops is prohibited. Only buses full to capacity and approval from dispatch can pass a stop.

56. Pedestrians:

You must always yield the right of way to pedestrians crossing the street regardless of whether they are at a marked crosswalk or not. Pedestrians may stop/ change direction back into the path of the bus. Always use caution, until they are well clear of the bus.

Watch for pedestrians emerging between or around large vehicles.

57. Recovery Time:

Recovery time is the time between the scheduled arrival of one trip and the scheduled start of the next trip. This time is to allow for recovery of lost time, and provide appropriate headway spacing. This is not break time, or personal time, but may be used as such if there is waiting time before the next scheduled departure. You should return to the bus with enough time to board passenger.

Note: Never leave an unattended bus with passengers on board, and always advise dispatch that you will be away from the bus.

58. In Service Driver Relief:

Drivers are never to wait at the relief point if the relief driver is running late. Continue in service, but advise dispatch. The relief driver will be required to meet you on route.

59. Extra Board:

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An Extra Board (EB) position is selected by bid. This position requires the driver to be qualified to drive all Fixed route and DAR routes. This position fills in for drivers when they are sick, on vacation, or an open bid. The driver should be flexible with their hours, as the hours can change depending on the requirement on the day.

60. Railroad Crossing:

Remember anytime can be train time, whenever you approach a railroad crossing
LOOK, LISTEN, LIVE.

- 1) Slow down upon approach.
- 2) Activate your 4-way flashers at least 100 feet from the railroad crossing.
- 3) Come to a complete stop no less than 15 feet, nor more than 50 feet from the crossing marker (stop sign, black and white X shaped crossbuck etc. If you are unable to get a clear view in either direction after the initial stop has been made, you may move up to a point (NOT THE TRACK) where you may determine that no train is approaching.
- 4) Pull the bus to the right side of the lane.
- 5) Listen and look in both directions for approaching trains. Open the front door of the bus to improve your ability to see and hear an approaching train. Look for a second train.
- 6) Stop and wait for approximately 30 seconds.
- 7) Proceed only if the track is clear, the arms are up and signals are off. Make sure there is no traffic ahead which might prevent you from completely crossing the tracks.
- 8) When it is clear, close the door and cross only when all tracks are clear.

RAILROAD XING PROCEDURES SPECIFIC TO THE XING ON SEPULVEDA BLVD AFTER LEAVING PLAZA EL SEGUNDO.

- 9) When traveling West on Park Place Drive to Sepulveda, you must be in the outer turning lane.
- 10) Put on your 4-way flashers immediately as you start to make the turn, this will warn vehicles behind you, you are preparing to stop.
- 11) Pull from the intersection, slowly, do not speed up.
- 12) Come to a complete stop in this same lane; do not merge to the curb lane, or inner turning lane.
- 13) Follow the same rules as points 3 thru 8.
- 14) Upon pulling from the railroad crossing, merge one lane to the left, to make the left turn onto Rosecrans. Remember to stay in the outer turning lane, as your first service stop is just after you make the left hand turn.

61. Rules of the Bus:

- 1) Fixed Routes:
 - a) Operators should not allow any passengers to stand behind the yellow standee line.
 - b) Operators are to ensure that customers have moved as far to the rear as possible and are not seated on the floor.
 - c) Operators should not allow any person to occupy a position that will interfere with your vision to the front or sides, or in the outside rear view mirrors (i.e., they must stand behind the yellow line).
 - d) Children 6 and under must be accompanied. If a child attempts to board and there is no adult escort, board the child and notify Dispatch immediately for instructions.

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- e) When necessary Operators should request priority seating for the elderly or disabled passengers.
 - f) Wheelchairs must be secured with a four point tie down, and request the passenger uses the shoulder and lap belt.
- 2) Dial-A-Ride (DAR):
- a) DAR operators are expected to make sure that they are standing outside the vehicle at the passenger door to assist passengers boarding and exiting from the vehicle. If the passenger refuses assistance, you are still required to stand by the door.
 - b) Always tell the passengers to watch the step and hold on to the hand rails.
 - c) Ensure the passenger is seated and secured preferably with seatbelts before putting the vehicle in motion.
 - d) A vehicle should not be put in motion until the doors are closed. The doors should not be opened until the vehicle is at a complete stop.
 - e) Warn passengers to wait until the vehicle comes to a complete stop before attempting to stand.
 - f) During darkness and whenever otherwise deemed necessary, you should ensure that the interior lighting is sufficient for customers to enter and exit safely. This is to be done by leaving the adequate number of interior lights on while in transport.
 - g) Wheelchairs must be secured with a four point tie down, and request the passenger uses the shoulder and lap belt.

62. Service Animals:

Service or guide animals necessary for travel by passengers with disabilities are allowed on all vehicles. As a reminder, please educate all drivers that when picking up a customer with a service animal, the following question can only be asked:

Is this your service animal?

If the passenger replies, "yes", the passenger is allowed to board vehicle with service animal. No other inquiries are necessary.

All animals must be in the possession or care of the passenger and must not interfere with, disrupt or disturb service on the vehicle. Please also share the following information with all staff in regards to small pets and non-service animals:

1. Small animals such as birds and cats must be secured in a commercially made pet carrier or cage that can be safely placed on the passenger's lap and does not require a separate seat
2. Glass, breakable or homemade carriers are not permitted
3. The animal must be completely enclosed within the pet carrier or cage at all times.
4. The pet carrier or cage must completely prevent the animal from escaping or physically contacting another passenger.
5. The pet carrier or cage must be constructed so that no bedding material or pet waste can exit

63. TAP IAT Cards:

The following TAP transfer cards (please see below) are to be issued for the Marine, Douglas and Aviation Stations to any **CASH** paying passenger transferring to Metro Greenline rail lines **ONLY**. **This card is not**

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valid on any bus lines and is programmed to allow passengers through the locked turnstile ONE time only, and then it becomes invalid.

Each driver will be issued these TAP cards at the beginning of their shift. You will need to sign for receipt of these TAP Cards. At the end of your shift, you will be required to return the left over TAP transfers back to dispatch, and will again have to sign for the returned cards.

When selling a TAP card, you will need to record this on your trip sheet under the column marked “TAP”. The number of TAP transfers sold must add up to the number returned back to dispatch. (i.e. issued 5 – sold 3 – 2 should be returned). As these TAP transfers have a monetary value, control is very important. Do not leave these on the bus unattended at any time.

When a passenger requests to transfer to one of the rail lines, collect the appropriate fare, and issue them one of these new cards. You are only allowed to issue one transfer to each paying passenger, DO NOT issue a TAP and Interagency transfer.



Ticket must be loaded with a valid fare product and must be tapped on bus farebox or rail validator/turnstile at every boarding.

- > Not valid unless farebox or rail validator/turnstile displays valid fare product loaded on ticket.
- > Subject to TAP cardholder agreement located at taptogo.net.
- > Call 866.827.8646 for customer service or visit taptogo.net.
- > Ticket is not reloadable.

64. Wheelchair Boarding's:

Drivers are required to call into dispatch whenever you pick up and drop off wheelchair passengers. This information is to be called in at the time of the pickup and drop off, and not after the bus has left the stop.

Below is the information that must be relayed over to dispatch:

- 1) Time of pick up.
- 2) Location of pick up.
- 3) Time of drop off.
- 4) Location of drop off

65. Fueling Buses:

All buses are to be fueled by the drivers when the fuel levels get too low. Fueling should be done at least once per shift. The times for fueling can be advised through dispatch, and can be found on your paddles. This includes all DAR (WAVE) drivers.

It is imperative that buses are maxed out when fueling, filling the tank all the way, between 3600PSI and 4000PSI. Partial fueling is only allowed when authorized by dispatch or a supervisor. You are required to advise dispatch prior to going to fuel.

No passengers are allowed on the vehicle when fueling

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If you're unable to fuel a bus for any reason, especially late at night, you are to let dispatch know immediately.

For the drivers who depart LAX (7:45pm & 8:30pm) to end off at PV, if you do not have any passengers on your bus (you cannot refuse a ride to anyone at Aviation Station travelling to LAX) when departing Aviation Station (7:22pm & 8:07pm buses), and only if authorized by dispatch or supervisor, you may go and fuel at LAX on route back to the LAX layover. This can only be done if authorized. Again, ensure you follow the steps 1 through 4 when fueling.

Additional Procedures:

FR and DAR:

Situation 1: Vehicle leaves and returns (e.g. from Pier back to Pier) to same location to fuel.

- Record miles when leaving route location and upon return (fueling miles)
- Record hours when leaving route location and begins next trip.

Situation 2: Vehicle stops to fuel along route (e.g. 109 from LAX or 102 from Pier) or normal deadhead to/from in-service point.

- Record no fueling miles
- Record time spent fueling vehicle only as fueling hours
(arrival time / departure time)

Situation 3: Vehicle departs to fuel from end of route (vehicle out of service) and returns to the yard.

- Record miles when leaving the layover/ last point to the fuel station.
- Record time when leaving the layover/last stop to time when fueling is completed. .

Situation 4: Vehicle is fueled by an EB, mechanic or Supervisor and not going to into service.

- No hours or miles should be recorded.

Additional fueling information has been printed on the rear of your trip sheets

Administering the Policy

- When at the fuel station, you must contact Dispatch and inform them that you are fueling. The following information must be relayed to dispatch. .
 - a) Time and mileage out of service to fuel station.
 - b) Time and mileage at fuel station
 - c) Gallons/ PSI and dollar amount
 - d) Get a copy of the receipt, (write the bus# and miles on the receipt). This receipt is to be handed into dispatch when your return after your shift
 - e) Time departing fuel yard.
 - f) Time and miles back in service.
- You are to record the fueling time out and time in on your trip sheet. This information must correspond to the information given to dispatch.

66. Shopping Carts:

TRANSPORTATION CONCEPTS OPERATIONS POLICY AND PROCEDURES –REDONDO BEACH

- Do not refuse a passenger that wants to bring a shopping cart on the bus. If you are unsure, contact dispatch! **Use lift assistance if necessary!** Failure to do so will result in disciplinary action!
- Carts should be secured at all time, either folded up between the seats, secured on the seat next to the passenger (DAR only) or secured in the wheelchair section of the bus. **For Safety reasons, carts cannot block the isle.**

Discipline:

Violations of Transportation Concepts rules and policies may subject Drivers to Disciplinary Actions up to and including termination. See Employee Handbook for further clarification.

D. Project Management, Qualifications, and References

Key Personnel Assigned to Beach Cities Transit



Brett Baum, Project Manager

Although Transportation Concepts offers extensive corporate support, our experience in contract operations is that the overall quality of service is only as good as the local team. To this end, TC offers Mr. Brett Baum, an experienced and professional Manager with over 20 years of transit management, 9 of which have been dedicated to the City of Redondo Beach, to continue as the leader of the BCT project team. He will have direct responsibility for this contract and serve as the direct liaison with the City of Redondo Beach staff as well as service ambassador for the BCT services on behalf of the City.

Brett Baum, as Project Manager is the leader who works as an extension of the City of Redondo Beach Transit Manager to deliver the best possible service to the community and ensure all the goals and objectives are met. Through effective management and team work the Project Manager operates the service hours within the City budget and insures compliance with all regulatory standards. Utilizing the collective information from the TC team, the Project Manager provides a clear view of the current operation and articulates the projected forecast of the BCT to the City of Redondo Beach's Transit Manager. The Project Manager is responsible for all aspects of the operation including assisting the City with; NTD reporting, coordination with system planning, marketing, representation and oversight of all transit related projects and issues.



On-site support positions available to Brett will continue to include maintenance, safety/training, operations supervision and dispatch/ clerical. The local team will be thoroughly supported by the corporate staff as described further in this proposal. This local team has continued to strengthen over the last 10 years as we have been driven to strive to exceed the City of Redondo Beach's expectations. We are committed to continue over the next 5 years in our continued quest to exceed your expectations and constantly strive for a world class operation. Mr. Baum's resume, along with his certifications and references is included at the end of this Section.



Steve Purchase, Maintenance Manager – Purchase has over 12 years of experience in shop maintenance management. He has hands on experience with similar fleets and clearly understands regulations relative to maintaining the BCT fleet. Mr. Purchase is in the process of becoming an ASE Master Technician and is well versed in diagnostics relative to preventive maintenance and vehicle repair. He has hands on experience scheduling maintenance in both a manual and automated shop environment.

In addition, he has a proven track record of shop management, employee scheduling, inventory control, and warranty procedures. He will continue to be instrumental in working with the City of Redondo Beach as the assigned Maintenance Manager by supporting the BCT local management team and will continue to commit 50% of his time

at the location to provide that “hands on” management support. Mr. Purchase’s resume, certifications and references are included at the end of this section as well.



George Raya, Maintenance Supervisor - Mr. Raya has 28 years of fleet maintenance experience. He has hands on experience diagnosing and repairing alternative fueled fleets. He clearly understands the requirements associated with preventive maintenance, repair, and regulatory compliance of the designated BCT fleet. Mr. Raya will be **100%** dedicated to the Beach Cities Transit operation. He will continue to provide management oversight of the maintenance efforts of the Beach Cities Transit and provide regular maintenance quality assurance reviews relative to contractual and regulatory compliance. He will coordinate with Brett Baum and will report to and be supported by Steve Purchase, our Maintenance Manager to ensure that all maintenance work is being conducted in accordance with Regulatory, Company and City Standards. Mr. Raya’s resume and references are included at the end of this section.



Richard Gwin, Safety Trainer

Mr. Richard Gwin has 24 years of experience in Safety Training and will continue to be **100%** dedicated to the BCT project. Richard has held several Safety and Training positions over the years in Roseville, Modesto, Pasadena and Lancaster. Richard will continue to be responsible to provide all new hire and reoccurring training to existing vehicle operators. Mr. Gwin is a TSI instructor and has been completed training as a DOT instructor in bus operator training, the smith system trainer program, as well as the DMV employer testing program. Richard’s resume, certifications and references are included at the end of this section.



Christopher Lamp, Operations Supervisor

Mr. Lamp has over 11 years experience as an Operations Supervisor. Although he has only been a part of the TC team in Redondo for the last year, Christopher actually worked with TC at a previous contract we had with Los Angeles METRO. We have watched Christopher’s career grow and are pleased to have him back in an Operations Supervisor role for the Beach Cities Transit operation. Christopher is responsible for daily supervision of the Fixed Route and Dial a Ride operation, insuring trip completion, on-time performance, and **100%** pull out success each operating day. He responds to incidents in the field to include accidents, vehicle break downs and potential passenger delays. Christopher has a Transit Management Certification from the University of Pacific. His resume, certifications and references are included at the end of this section as well.



Ernesto Lizarraga, Operations Supervisor

Mr. Lizarraga has 7 years experience as an Operations Supervisor for the BCT operation. Like Mr. Lamp, Ernesto is also responsible for daily supervision of the Fixed Route and Dial a Ride operation, insuring trip completion, on-time performance, and **100%** pull out success each operating day. Ernesto started his transit career as a bus operator for Los Angeles METRO in 2011. Ernesto’s resume, certifications and references are included at the end of this section.



Jorge Lopez, Operations Supervisor

Mr. Lopez has 7 years experience as an Operations Supervisor, 6 of those years for the BCT operation. Jorge is also responsible for daily supervision of the Fixed Route and Dial a Ride operation, insuring trip completion, on-time performance, and 100% pull out success each operating day. Jorge started his transit career as a bus operator for a contractor operating METRO in 2011. Jorge's resume, certifications and references are included at the end of this section.

Ability to Retain Management Personnel

Transportation Concepts has a successfully track record of retaining our Managers. What sets our company apart is that we not just talk about caring for our people, we show it. The majority of our Managers have been with our company for 15 or more years. In fact, Brett Baum has been with TC for over 20 years. We provide a very fair compensation package and offer annual bonuses based upon performance. We empower our managers, providing them with support, guidance, executive coaching and leadership training. Like all of our employees' we invest the time and resources necessary to insure their success.

BRETT BAUM
PROJECT MANAGER

STRENGTH Managing employees, exceeding contractual obligations & operations

SKILLS SUMMARY

- Highly proficient in FTA triennial, NTD, and Drug and Alcohol audit preparation
- 100% success with CHP inspections.
- Comprehensive understanding of ADA regulations and requirements.
- Effective problem solver; prioritize and manage heavy work flow without direct supervision.
- "Can do" attitude; work in partnership with clients and community.
- Excellent working relationship and reputation in communities served.
- Additional skills include fixed route scheduling, customer service, labor negotiations, vehicle maintenance oversight, NTD reporting, etc.

EXPERIENCE

Regional Manager – 2010 to Present

Transportation Concepts, Redondo Beach, CA

- Direct oversight of BCT operation
- Provide management oversight support to South Bay contracts
- Ensures contract compliance; accurate data collected and reported; and customer service standards met
- Current emphasis on safety, ADA and other regulatory requirements, and performance goals

Accomplishments

- improved on-time performance
- reduced employee turnover and absenteeism
- increased system efficiencies
- reduced customer complaints

General Manager – 2008 to 2010

Transportation Concepts, Riverside, CA

- Responsible for direct oversight of fixed-route and commuter operations throughout Riverside County for Riverside Transit Agency Contract
 - 86 vehicles
 - 165 employees
- Accountable for human resources, maintenance, system performance, contract compliance, and customer service related to designated contracts.
- Provides assistance and training to supervisors
- Develops effective schedules to ensure optimum service and employee satisfaction
- Motivates employees
- Maintains consistent communication with clients served

General Manager – 2005 to 2008

Transportation Concepts, Sylmar, CA

- Responsible for direct oversight of fixed-route and commuter operations for Metro's contracted bus services- North Region
 - 55 vehicles
 - 110 employees
- Ultimately responsible for compliance with all local, state, and federal regulations governing contract operations
- Coordinated labor negotiations

District Manager – 2002-2005

Transportation Concepts, Los Angeles , CA

- Responsible for district oversight of five contracts throughout Los Angeles County including DAR and FR shuttles
- Responsible for ensuring performance goals were exceeded to include increased passengers per hour and improved on-time performance
- Familiar with all aspects of each contract to include reservations and scheduling passengers and associated technology
- Lead safety and training efforts with emphasis on ADA compliance
- Maintained focus on passenger sensitivity
- Main Liaison with five different clients in five diverse environments

Project Manager – 1999-2002

Transportation Concepts, Carson, CA

- Responsible for operational performance of a 12 vehicle fixed route service involving coordination with other municipal agencies including the City of Carson and METRO
- Managed all aspects of contract to include on-street operations, safety, maintenance, administration, human resources, and overall system performance

General Manager Operations – 1998-1999

S Burde & Company, Johannesburg, South Africa

- Implemented cost cutting initiatives
- Lead new business strategies & marketing plans
- Trained, developed and supervised employees
- Improved client satisfaction as a result of strengthening infrastructure and improving logistical

General Manager/Call Center Manager – 1996 to 1998

Time Warner Publishing, Johannesburg, South Africa

- Directly responsible for profit/loss, forecasts, budget, market strategies, and all other operations
- Developed and implemented nationwide call center
- Directed scheduling and delivery of over 2,000 packages per day

EDUCATION **University of South Africa –Advanced Logistics Management**
Pepperdine University – Transit Management Certificate

REFERENCES **Joyce Rooney: (310) 303-0610 x 2670 / Martin Gombert: (310) 544-7108**

U.S. Department of Transportation



Transportation Safety Institute Certificate

Brett Baum

HAS SUCCESSFULLY COMPLETED THE
FEDERAL TRANSIT ADMINISTRATION'S COURSE IN

SUBSTANCE ABUSE MANAGEMENT AND PROGRAM COMPLIANCE

Conducted at: Orange, CA
February 6 – 8, 2018



CCDAPP CEH's Awarded 8.0 (Approval #0001-0704-TSI)
EACC PDH's Awarded 19.5 (Approval #VKUDOT0417-G73)
Domain: II
Continuing Education Units 2.0

Christine A. Lawrence
Acting Manager, Transit Safety & Security Division

Keri Roman
Director, Transportation Safety Institute

U.S. Department of Transportation



Transportation Safety Institute Certificate

Brett Baum

HAS ATTENDED THE
FEDERAL TRANSIT ADMINISTRATION'S

REASONABLE SUSPICION AND POST ACCIDENT TESTING DETERMINATION

Conducted at: Orange, CA
February 9, 2018

Training conducted in accordance with the
requirements of 49 CFR Part 655.14(b)(2)

Christine A. Lawrence

Acting Manager, Transit Safety & Security Division

Ken Monahan

Director, Transportation Safety Institute

U.S. Department of Transportation



Transportation Safety Institute Certificate

Brett Baum

has successfully completed the E-Learning course

Curbing Transit Employee Distracted Driving

sponsored by the Federal Transit Administration

Completed on: 11/11/2019

Christine A. Lawrence
Acting Manager, Transit Safety & Security Division

Joey Jackson
Acting Director, Transportation Safety Institute

U.S. Department of Transportation



**Transportation Safety Institute
Certificate**

Brett Baum

has successfully completed the Federal Transit Administration's online course in

SMS Awareness

Completed on: 10/24/2019

THE FEDERAL TRANSIT ADMINISTRATION,
OFFICE OF TRANSIT SAFETY AND OVERSIGHT

Certifies that

Brett Baum

Has successfully completed

THE 2019 PUBLIC TRANSPORTATION AGENCY SAFETY PLAN
WORKSHOP

And is therefore awarded this

Certificate of Completion

Awarded: August 20th, 2019



U.S. Department of Transportation
Federal Transit Administration

A handwritten signature in blue ink, appearing to read "Henrika Buchanan".

Henrika Buchanan, Acting Associate Administrator, Office of Transit Safety and Oversight

STEVEN PURCHASE
MAINTENANCE MANAGER

STRENGTH Extensive fleet knowledge; familiarity with regulations and technical diagnosis

EXPERIENCE Maintenance Manager – September 2015 - present

Transportation Concepts, Redondo Beach, CA

- Responsible for direct oversight of shop to include 20 buses, and 5 maintenance employees
- Provide scheduling and assignments for maintenance personnel
- Oversee TC repairs, mechanics and utilities
- Oversee repairs made by Maintenance Vendor (as needed)
- AP and Invoicing for maintenance
- Ordering Parts
- Draft reports for maintenance
- OSHA and DOT safety compliance
- Fuel and resource management
- Quality Assurance Monitoring Inspections
- Accountable for record keeping and scheduling preventative maintenance scheduling
- Provides training for incoming technicians
- Conducts fleet and facility audits

Maintenance Manager – September 2013 – 2015

Transportation Concepts, Yuma AZ and Torrance, CA

- Responsible for direct oversight of shop to include 33 buses, and 10 maintenance employees
- Provide scheduling and assignments for maintenance personnel
- Oversee repairs, mechanics and utilities
- AP and Invoicing for maintenance
- Ordering Parts
- Draft reports for maintenance
- OSHA and DOT safety compliance

Accomplishments

- 100% success rate on All CHP inspections
- Excellent shop safety record
- Affectively developed and implemented shop safety policies and procedures

Lead Mechanic – 2009-2013

Transportation Concepts, Riverside and Torrance, CA

- Perform preventative maintenance services and repairs
- Diagnose basic and complex repairs – powertrain, general accessories, electrical accessories, suspension, brakes – air and hydraulic, and tires
- Respond to and on site repair of breakdowns
- Maintain accurate manual records and input in Dossier
- Transport vehicles to and from events or outside vendors

REFERENCES

Lee Ward – (951) 306-7445 / Morgan McComas –(951) 634-3966

Certificate of Completion

is Hereby Granted to

Steve Purchase

To Certify That He/She Has Completed to Satisfaction

**10-Hour OSHA Construction Outreach
and
How to Comply With GHS**

Granted: June 20, 2019

A handwritten signature in black ink, appearing to read "Steve Tomory".

Steve Tomory
Authorized OSHA Outreach Training Instructor



August 14, 2015

Steven Purchase
Transportation Concepts
1007 W Mayberry Avenue
Hemet, CA 92543

Dear Steven,

Congratulations! You have successfully completed the Vehicle Maintenance Management and Inspection (VMMI) certification examination and have achieved our industry's professional recognition as a Vehicle Maintenance technician.

Enclosed is your certificate acknowledging the successful completion of all certification requirements, and your VMMI lapel pin. Please note that the date of your certification has been recorded and your VMMI designation expires three years from the date issued. We will notify you 60 days before your certification expires reminding you that to maintain certification you must either attend a one-day refresher workshop or recertify online at www.ctaa.org/recertification

If there are changes to your contact information, please notify the training department at 202.415.0220 or training@ctaa.org

Again, congratulations on achieving this professional designation from the Vehicle Maintenance Management and Inspection (VMMI) certification program.

Sincerely,

A handwritten signature in black ink, appearing to read "Len Cahill". The signature is fluid and cursive.

Len Cahill
Director
Professional Development Services
CTAA



This document has been issued to certify that

Steven Purchase

has successfully completed the

***Marathon Brake Systems Heavy
Duty Brake Training Seminar***

Niles DeLorenzo

Instructor

07-13-16

Date



Certificate of Training

STEVEN PURCHASE

of

CITY OF CORONA

Has been certified in the Operation and Maintenance of:
Amerex Vehicle Fire Suppression Systems

Amerex Corp.
Systems Division
PO Box 81
Trussville, Alabama 35173

Jeff Wall

Jeff Wall

VFSS Systems Specialist

March 2016

Date of Issue

This Certificate is Non Transferable - Valid Three Years from Date of Issue Eight Hours of Training



7/21/2016

1128893

Steven Purchase

Transportation Concepts

has successfully completed training in CFC-12, HFC-134a and HFO-1234yf refrigerant recycling and service procedures offered by the Mobile Air Conditioning Society Worldwide, as required by Section 609 of the Clean Air Act.



Elvis Hoffpauir, President

GEORGE RAYA
MAINTENANCE SUPERVISOR

STRENGTH

Extensive transit fleet knowledge; familiarity with alternative fuels, and diagnostic repairs

SKILLS SUMMARY

- 28 years experience in Public Transit Maintenance
- Expert fleet technician with multiple ASE certificates
- Highly proficient in diagnostics
- Excellent troubleshooting capabilities on CNG Mid Size Buses

EXPERIENCE

Maintenance Manager – 2019 – Present

Redondo Beach, CA

- Responsible for shop supervision and maintenance repair on a BCT fleet inclusive of alternative fueled transit buses and TC support vehicles
- Oversee mechanics and direct all workflow
- Provide diagnostics and repair on challenging maintenance issues

Lead Mechanic – 2001 to 2019

Hertz group and Advantage/EZ Rent a Car

- Responsible for troubleshooting and repairing fleet of up to 28 medium duty Airport buses and cutaways
- Orders and maintains inventory of all parts
- Supervise all mechanics and service workers
- Accountable for record keeping on all repairs
- Provided training for incoming technicians
- Conducted fleet inspections

Lead Mechanic - 1991 to 2001

First Transit

- Responsible for oversight of 11 maintenance mechanics and service workers
- Preventative Maintenance and repairs on a fleet of 60 transit buses

Accomplishments

- 100% success rate on CHP inspections
- Excellent shop safety record
- Preventative Maintenance Inspection Trainer
- Fleet mechanical problem solver

EDUCATION

Extensive factory training in bus components and manufacturers:

- ASE H4 Air Brake Certification
- ASE H8 Preventative Maintenance Certification
- Haldex Air Brake Certification
- Bendix Air Brake Certification
- Napa/Echlin Electrical System Certification

REFERENCES

Mark Goldberg: (310) 488-0151 / Keith Johnson: (323) 864-8781



National Institute for
**AUTOMOTIVE
SERVICE
EXCELLENCE**

Be it known that

GEORGE J RAYA JR

has successfully passed the examinations and met the work experience requirement prescribed by the National Institute for Automotive Service Excellence and is hereby **ASE CERTIFIED** in the service areas listed below.

TRANSIT BUS TECHNICIAN

AREAS OF DEMONSTRATED ACHIEVEMENT

BRAKES

PREVENTIVE MAINTENANCE AND INSPECTION

** **

EXPIRES

JUNE 30, 2017

DECEMBER 31, 2017

** **

ASE-1236-3042

ASE IDENTIFICATION NUMBER

GIVEN THIS 31ST DAY OF AUGUST 2012, AT LEESBURG, VIRGINIA

Timothy A. Zilke

TIMOTHY A. ZILKE, President



National Institute for
**AUTOMOTIVE
SERVICE
EXCELLENCE**

Be it known that

GEORGE J RAYA JR

has successfully passed the examinations and met the work experience requirement prescribed by the National Institute for Automotive Service Excellence and is hereby **ASE CERTIFIED** in the service areas listed below.

TRANSIT BUS TECHNICIAN

AREAS OF DEMONSTRATED ACHIEVEMENT

BRAKES

** ** ** ** **

EXPIRES

JUNE 30, 2017

** ** ** ** **

GIVEN THIS 29TH DAY OF FEBRUARY 2012, AT LEESBURG, VIRGINIA

ASE-1236-3042

ASE IDENTIFICATION NUMBER

Timothy A. Zilke
TIMOTHY A. ZILKE, President

ROBINAIR SERVICE LINK

Support Program

*Automotive Air Conditioning
Refrigerant
Recovery/Recycling/Recharging Systems*

This is to certify that

GEORGE RAYA

has attended a clinic in programmed instruction of CFC Refrigerant Recycling &
Service Procedures for automotive air conditioning systems.



Date

5/11/95

Trainer

Healy

Certificate of Training

George Raya
FIRST TRANSIT, INC

Certified in the Installation, Operation & Maintenance of

Amerex

Vehicle Fire Suppression Systems

Amerex Corporation
Systems Division

P.O. Box 81

Trussville, Alabama 35173

July, 2000

Date of Issue

Alan Fulton

Alan Fulton, VSS Product Manager

This Certificate is Non Transferable - Valid Two Years from Date of Issue



Bendix Spicer
Foundation Brake LLC
A Bendix CVT, eCVT, and Drive shafts Division

Certificate of Attendance

This certifies that

George Raya

has successfully completed a training seminar on:

***Operation and
troubleshooting of the
Air Brake and ABS
Systems.***

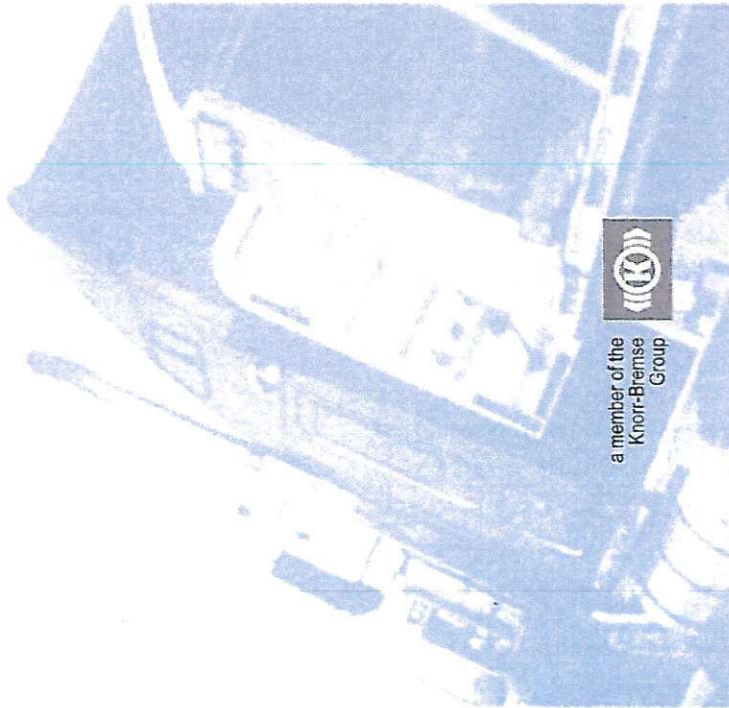
3.5 Hours

Paul Jones

Instructor

Sept. 22, 2010

Date





Certificate Of Completion

Air Brake Inspector Seminar

Awarded To:

George Raya

Training Instructor:

James Childers

Class Date(s):

April 26, 2007

Location:

Inglewood, California

Certificate of Achievement

This is to Certify that

GEORGE RAYA

HAS ATTENDED BRAKEPRO'S HEAVY DUTY BRAKE
TRAINING SEMINAR ON FOUNDATION BRAKES
AND AIR BRAKE SYSTEMS

Tom Golden



INSTRUCTOR

March 13, 2001

DATE



ELECTRICAL SALES GROUP
BATTERIES • ALTERNATORS • STARTERS



Certificate of Achievement

This certificate is awarded to

George Rays

Certifying the successful completion of the
Electrical Systems Professional Training Course

October 12, 2006



John L. Butler
JOHN L. BUTLER
Director of Training

Jim Lewis
JIM LEWIS
Technical Training Director



Class Date

5/11/95

H. Timms/U-Haul

261782

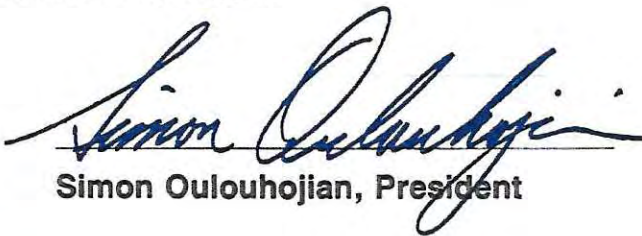
George J. Rava Jr.

U-Haul Int.

Approved by S.C.A.Q.M.D.

**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

RICHARD GWIN
SAFETY AND TRAINING MANAGER

STRENGTH

TSI Instructor and DMV testing Examiner, developing and nurturing a successful Safety Culture

SKILLS SUMMARY

- 24 years of training experience
- Highly proficient in TSI training
- Direct knowledge & experience utilizing TAPTCO Training Curriculum
- Effective problem solver; prioritize and manage heavy work flow without direct supervision.
- Excellent working relationship with employees.

EXPERIENCE

Safety and Training Manager - Present

Transportation Concepts, Redondo Beach, CA

- Manage the new operator training development and refresher training of all existing vehicle operators
- Recruit and screen potential new hire operator candidates
- Insures a successful safety culture by conducting daily observations and conducting monthly safety meetings
- Monitors all operators on the road to insure each are in compliance with safety goals and objectives
- Establishes safety and training related action plans as necessary to ensure compliance with all local, state, and federal laws governing transit operations

Safety and Training Manager – 2018 to 2019

Transdev, Lancaster, CA

- Oversaw successful completion of all safety related audits and assisted in recruiting, hiring and training of operators
- Ensured a consistent safety culture by conducting safety training and meetings for all operators and staff
- Utilized company risk management tools to embody a successful safety culture
- Responsible for compliance with OSHA and EPA standards at the location level..

Safety and Training Manager – 2017 to 2018

First Transit, Pasadena, CA

- Provided direction and guidance to location trainers
- Developed and monitored classroom training to ensure compliance
- Provided accident investigation as well as post accident retraining
- Monitored and reported on key performance indicators

Safety and Training Manager– 2016 to 2017

Transdev, Modesto, CA

- Manage the new operator training development and refresher training of all existing vehicle operators
- Recruit and screen potential new hire operator candidates
- Insures a successful safety culture by conducting daily observations and conducting monthly safety meetings
- Monitors all operators on the road to insure each are in compliance with safety goals and objectives
- Establishes safety and training related action plans as necessary to ensure compliance with all local, state, and federal laws governing transit operations

Safety and Training Manager – 2007 to 2016

MV Transportation, Roseville , CA

- Manage the new operator training development and refresher training of all existing vehicle operators
- Recruit and screen potential new hire operator candidates
- Insures a successful safety culture by conducting daily observations and conducting monthly safety meetings
- Monitors all operators on the road to insure each are in compliance with safety goals and objectives
- Establishes safety and training related action plans as necessary to ensure compliance with all local, state, and federal laws governing transit operations

Transit Supervisor /Instructor/Bus Operator – 1995 to 2007

South Coast Area Transit, Oxnard, CA

- Supervised activities of transit personnel, ensuring that the department rules, policies and procedures were followed by all
- Maintained transit services by coordinating schedule adjustments and operator activities with central control
- Investigated service problems on assigned lines
- Conducted accident investigation and prepared different reports as required

Certifications:

DMV Testing Program Examiner

FEMA Transit Emergency Management Training

TSI Certified Instructor –Bus Operator Training

TSI Effectively Managing Transit Emergencies

TSI Transit Industrial Safety Management

TSI Transit Bus System Safety

TSI Fundamentals of Bus Collision Investigation

TSI Instructors Course in Paratransit Operator Training

FTA T4 Transit Terrorism Training

FTA Reasonable Suspicion Certification

NTI Harassment Prevention –Train the Trainer

Avatar Instructor/Trainer

LLLC Defensive Driving Program Instructor

Smith System Defensive Driving Instructor

REFERENCES:

Cynthia Lopez: (209) 351-5855

Richard Frost: (916) 774-5746

U.S. Department of Transportation



**Transportation Safety Institute
Certificate**

Richard Gwin

has successfully completed the Federal Transit Administration's online course in

SMS Awareness

Completed on: 11/10/2019

U.S. Department of Transportation



Transportation Safety Institute Certificate

Richard M. Guin

HAS SUCCESSFULLY COMPLETED
FEDERAL TRANSIT ADMINISTRATION'S COURSE IN

INSTRUCTORS COURSE IN BUS OPERATOR TRAINING

Conducted at SAN DIEGO, CA
JANUARY 22 - 25, 2007

Michael E. Nolan

Michael E. Nolan, Division Manager

Frank B. Tupper

Frank B. Tupper, Director

State of California
DEPARTMENT OF MOTOR VEHICLES

*Employer Testing Program
Examiner Skills Test Certification*

RICHARD GWIN

is certified to administer CDL Skills Tests

*Certification Valid through
August 1, 2018*



Nanette Barron

Trainer

Paul Stangis

Chief, Departmental Training Branch

Class: B

Endorsements: P

Restrictions: E

200005029

Certificate of Participation

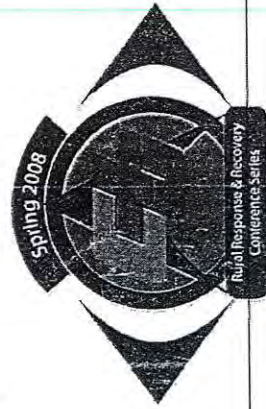
This Certificate of Participation acknowledges that

Rick Gwin

has reaffirmed their dedication to professional development
and commitment to serve in times of crisis through participation in the

Caltrans Response and Recovery Conference Series

*March 10-11, 2008
Sacramento, California*



Division of Mass Transportation

CALTRANS
DIVISION OF MASS TRANSPORTATION

CERTIFICATE OF COMPLETION
FOR
TRANSIT TERRORIST TOOLS & TACTICS

Sacramento, California October 30 - November 1, 2007

This certificate is awarded to

Richard Gwinn

For the successful completion of the 24 hour T-4 Course offered by the

LAW ENFORCEMENT INNOVATION CENTER

Daniel Baker

Daniel Baker, Director
Law Enforcement Innovation Center

Romeo H. Morrissey

Romeo Morrissey, Program Manager
Center for Homeland Security Training

Date

Date

CHRISTOPHER LAMP
OPERATIONS SUPERVISOR

STRENGTHS Employee motivation, operational performance

SKILLS SUMMARY

- Proficient in operational oversight
- Effective problem solver; prioritizes and manages heavy work flow without direct supervision.
- Excellent working relationship with employees.
- Experienced in managing operational contractual compliance
- Transit/Paratransit Management Certification through University of the Pacific

RELEVANT EXPERIENCE

Operations Supervisor – 2018 – present

Transportation Concepts, Redondo Beach, CA

- Responsible for daily supervision of fixed-route and dial a ride service
- Ensure service trip completions, monitor in service on-time performance, pull outs
- Provides assistance as needed to include dispatch, road supervision, telephone information, operator training, etc.

Contract Services Field Supervisor – 2013 to 2018

METRO, Los Angeles, CA

- Oversight of multiple contracted divisions
- Acted as liaison between contractor and various Metro departments
- Provided guidance to contractors on operational and maintenance issues
- Conducted pull-out inspections, pre-trip evaluations
- Audited maintenance records to insure contractual compliance
- Evaluated fixed routes and recommended solutions to improve on-time performance

Transit Supervisor – 2008 to 2013

Trans Dev, Los Angeles, CA

- Monitor daily operation of fixed route transit lines to insure safe, reliable and timely service
- Insure operator compliance with METRO standard operating procedures
- Audit in-service on time performance utilizing ATMS, NextBus and other collected data to eliminate unnecessary delay trends
- Developed and executed operations plan for start up of Dodger Stadium Express service

Bus Operator – 2007 to 2008

Transportation Concepts, Sylmar, CA

- Successfully provided safe and reliable service while ensuring passenger comfort
- Developed and maintained positive professional relationships with client, co-workers and passengers
- Integrated METRO operational policies and procedures to insure transparency between company and transit agency

REFERENCES

Jaime Lopez: (951) 816-2344

George Del Valle: (818) 826-9238

U.S. Department of Transportation



Transportation Safety Institute Certificate

Christopher Lamp

has successfully completed the E-Learning course

Fatigue and Sleep Apnea Awareness for Transit Employees

sponsored by the Federal Transit Administration

Completed on: 9/21/2019

Christine A. Lawrence
Acting Manager, Transit Safety & Security Division

Kevin Monahan
Director, Transportation Safety Institute

U.S. Department of Transportation



**Transportation Safety Institute
Certificate**

Christopher Lamp

has successfully completed the Federal Transit Administration's online course in

SMS Awareness

Completed on: 9/21/2019

ERNESTO LIZARRAGA
OPERATIONS SUPERVISOR

STRENGTH Professional demeanor that sets the example and motivates others to success

EXPERIENCE Operations Supervisor – May 2012 – present

Transportation Concepts, Redondo Beach, CA

- Responsible for supervision of Beach Cities Transit
- Supervises daily service operation
- Provide daily time checks and perform daily route observations to insure safe and on time performance
- Dispatch responsibility during operating hours to coordinate and resolve any delays
- Conduct daily farebox reconciliation
- Assists in investigating customer comments
- Operate routes as needed

Accomplishments

- Reduced customer complaints through heightened presence in field
- Maintained excellent on-time performance statistics
- Improved employee morale through positive reinforcement tactics
- Achieved perfect attendance recognition for last several years
- Developed strong working relationship with Redondo Beach staff

Vehicle Operator – 2011-2012

Fixed Route Vehicle Operator

Los Angeles Metro

- Operate Metro fixed route service in a safe and timely manner in Los Angeles County
- Maintained proper driver logs for CHP regulations
- Identified safety hazards and proposed resolutions to manager

Delivery Truck Driver – 2007-2011

The Coffee Bean, Los Angeles, CA

- Inventoried and loaded Truck according to Route
- Insured accuracy of every delivery
- Reported issues with truck or at each of the stores on his daily route

REFERENCES

Mike Douglas: (310) 544-3710

Melvin Alias: (310) 721-2995

U.S. Department of Transportation



**Transportation Safety Institute
Certificate**

Ernesto Lizarraga

has successfully completed the Federal Transit Administration's online course in

SMS Awareness

Completed on: 11/2/2019

U.S. Department of Transportation



Transportation Safety Institute Certificate

Ernesto Lizarraga

has successfully completed the E-Learning course

Transit Bus Nomenclature

sponsored by the Federal Transit Administration

Completed on: 10/17/2019

Christine A. Lawrence
Acting Manager, Transit Safety & Security Division

Joey Gorkan
Acting Director, Transportation Safety Institute

D.S. Department of Transportation



Transportation Safety Institute Certificate

Ernesto Lizarraga

has successfully completed the E-Learning course

Curbing Transit Employee Distracted Driving

sponsored by the Federal Transit Administration

Completed on: 10/8/2019

Christine A. Lawrence
Acting Manager, Transit Safety & Security Division

Josy Gorkhan
Acting Director, Transportation Safety Institute

U.S. Department of Transportation



Transportation Safety Institute Certificate

Ernesto Lizarraga

has successfully completed the E-Learning course

Fatigue and Sleep Apnea Awareness for Transit Employees

sponsored by the Federal Transit Administration

Completed on: 10/23/2019

Christine A. Lawrence
Acting Manager, Transit Safety & Security Division

Nancy J. Gorman
Acting Director, Transportation Safety Institute

LPM Consulting Inc.

Management Consultants for a Drug and Alcohol-Free Workplace
Northridge, CA

TRAINING CERTIFICATE

Ernesto Lizarraga

Transportation Concepts

Has Successfully Completed the Supervisor Training on

“REASONABLE SUSPICION & POST ACCIDENT DETERMINATION FOR DRUGS & ALCOHOL TESTING”

In accordance with 49 CFR Part 655

Conducted At: El Monte, CA

Date: April 17, 2019

Instructor:

Leila S. Procopio-Makuh
Leila S. Procopio-Makuh, C&SAPA

JORGE LOPEZ
OPERATIONS SUPERVISOR

STRENGTHS Customer Service, operational performance

SKILLS SUMMARY

- Experienced in operational problem solving
- Prioritizes and manages heavy work flow without direct supervision.
- Excellent working relationship with employees.

RELEVANT EXPERIENCE

Operations Supervisor – 2013 – present

Transportation Concepts, Redondo Beach, CA

- Responsible for daily supervision of fixed-route and dial a ride service
- Ensure service trip completions, monitor in service on-time performance, pull outs
- Provides assistance as needed to include dispatch, road supervision, telephone information, operator training, etc.

Operations Supervisor – 2012 to 2013

Transportation Concepts, Palos Verdes Peninsula, CA

- Oversight of multiple contracted divisions
- Acted as liaison between contractor and various Metro departments
- Provided guidance to contractors on operational and maintenance issues
- Conducted pull-out inspections, pre-trip evaluations
- Audited maintenance records to insure contractual compliance
- Evaluated fixed routes and recommended solutions to improve on-time performance

Transit Driver – 2011 to 2012

Motor Vehicle Transportation, Los Angeles, CA

- Monitor daily operation of fixed route transit lines to insure safe, reliable and timely service
- Insure operator compliance with METRO standard operating procedures
- Audit in-service on time performance utilizing ATMS, NextBus and other collected data to eliminate unnecessary delay trends
- Developed and executed operations plan for start up of Dodger Stadium Express service

Heavy Equipment Operator / Driver – 2002 to 2011

County of Riverside Waste Management, Riverside, CA

- Operate heavy maintenance equipment at landfill sites requiring complex manipulation
- Serve as Operations Site Supervisor on weekends
- Perform site field inspections of landfill site to insure compliance with regulatory agencies

REFERENCES

Mike Douglas: (310) 544-3710
Sandra Argueta: (562) 991-8693

U.S. Department of Transportation



**Transportation Safety Institute
Certificate**

Jorge Lopez

has successfully completed the Federal Transit Administration's online course in

SMS Awareness

Completed on: 10/24/2019

E. Cost Proposal

Please reference the required cost proposal forms in this section for the operation and maintenance of the Beach Cities Transit Services.

**CITY OF REDONDO BEACH
BEACH CITIES TRANSIT
Request for Proposal
EXHIBIT C, COST PROPOSAL
Page 1: PROPOSAL FORM**

Proposing Firm: Transportation Concepts

This PROPOSAL FORM is to be used to submit the OFFEROR'S Cost Proposal for all work described in Section 4, Scope of Work and Section 5, Transit Service Agreement.

The OFFEROR'S Cost Proposal must consist of Fixed Fees and Fixed Hourly Rates in accordance with Section 7.b - Fee Structure, of the Transit Services Agreement. Such rates shall be proposed for each of the three (3) periods in the Base Term contemplated in this RFP, and shall be based on the levels of service in terms of vehicle revenue hours, as stated below. The detailed budget breakdown included with this PROPOSAL FORM should be consistent with rates proposed.
OFFERORS shall not modify cost categories.

All cells below are automatically computed -- Do not overwrite formulas.

A. Price Proposal	Period 1	Period 2	Period 3
	12	12	12
Months in Contract Period	12	12	12
Revenue Vehicle Hours in Period	41,000	41,000	41,000
1 Fixed Monthly Rate	\$91,198.02	\$95,062.34	\$98,667.18
2 Fixed Hourly Rate	\$42.719	\$44.525	\$46.300
CALCULATION OF TOTAL ANNUAL COSTS			
3 Fixed Monthly Rate X Months in Period	\$1,094,376.24	\$1,140,748.11	\$1,184,006.18
4 Fixed Hourly Cost X Vehicle Revenue Hours in Period	\$1,751,491.59	\$1,825,523.64	\$1,898,313.74
Proposed Total Annual Cost	\$2,845,867.82	\$2,966,271.75	\$3,082,319.92

**CITY OF REDONDO BEACH
BEACH CITIES TRANSIT
Request for Proposal**

**EXHIBIT C, COST PROPOSAL
PAGES 2-3: FIXED COST**

Proposing Firm: Transportation Concepts

Costs shown are to be the total fixed costs by category for that period

B. Fixed Cost Elements Months in Period	Period 1	Period 2	Period 3
	12	12	12
Project Manager Salary	131,040	134,971	139,020
Project Manager Fringes	15,070	15,522	15,987
Operations Supervisor Wages	137,280	141,398	145,640
Operations Supervisor Fringe	15,787	16,261	16,749
Dispatch/Info. Staff Wages	122,265	125,933	129,711
Dispatch/Info. Staff Fringes	14,060	14,482	14,917
Clerical Staff Wages	43,680	44,990	46,340
Clerical Staff Fringes	5,023	5,174	5,329
Maintenance Manager Salary *	0	0	0
Maintenance Manager Fringes *	0	0	0
Mechanic Wages	176,800	182,104	187,567
Mechanic Fringes	50,565	52,082	53,644
Other Maintenance/Service Wages	33,280	34,278	35,306
Other Maintenance/Service Fringes	9,518	9,804	10,098
Other Wages (specify)			
Maintenance Supervisor	58,240	59,987	61,787
Maintenance Supervisor Fringes	16,657	17,156	17,671
Other Fringes (specify)			

* Maint Mgr Salary included in OH

MONTHLY COST ELEMENTS CONTINUE ON NEXT PAGE

EXHIBIT C, PROPOSAL FORM
PAGE 3: FIXED COST, CONTINUED

	Period 1	Period 2	Period 3
Hiring/Training Expenses	17,966	18,505	19,060
Safety Expenses	2,940	3,029	3,120
Janitorial	240	247	255
Telephone	0	0	0
Utilities			
Office Supplies	6,000	6,180	6,365
Preventive Maintenance Parts/Supplies			
Vehicle Repair Parts/Supplies			
Tires			
Outside Repairs			
Radio System Maintenance			
Insurance - Liability Coverages	31,340	32,787	34,303
Insurance - Collision Comprehensive	125,359	131,147	137,210
Computer - Hardware Costs	0	0	0
Software Costs	7,704	7,935	8,173
Accounting			
Start-up Costs			
Other Expense			
Overhead	35,960	41,953	43,272
Communication - Cell/Tablet	9,600	9,888	10,185
Radio Equipment	3,996	3,996	3,996
Regulatory Permit - LAC Fire	1,239	1,276	1,314
Management Fee/Profit	22,767	29,663	36,988
Total Fixed Costs	\$1,094,376.24	\$1,140,748.11	\$1,184,006.18
1 Monthly Fixed Cost (Total Fixed Costs /Months in Period)	\$91,198.02	\$95,062.34	\$98,667.18

Note: Listing of typical cost items on this provided form does not require Contractor to provide this position, utility or service.

Request for Proposal
EXHIBIT C, PROPOSAL FORM
PAGE 4: FIXED HOURLY RATE

Proposing Firm: Transportation Concepts

Vehicle Revenue Hours in Period	Period 1 41,000	Period 2 41,000	Period 3 41,000
Fixed Hourly Rate Cost Elements			
Driver Wages	1,080,320	1,115,208	1,150,047
Driver Workers Compensation	139,577	148,407	157,501
Driver Health Insurance	78,000	81,900	85,995
Other Driver Fringe Benefits	118,079	121,892	125,700
Maintenance Parts	114,513	117,948	121,486
Maintenance Supplies	6,027	6,208	6,394
Outside Repairs	35,157	36,212	37,298
Other (Specify)			
Towing	6,300	6,489	6,684
Bus Wash / Detail	21,600	22,248	22,893
Support Vehicle Fuel	21,000	21,630	22,279
Maintenance Uniforms	16,800	17,304	17,823
Maintenance Oil/Fluids	14,400	14,832	15,277
Overhead	65,568	70,751	73,454
Profit/Fee	34,150	44,494	55,482
Total Hourly Costs	\$1,751,491.59	\$1,825,523.64	\$1,898,313.74
2 Fixed Hourly Rate (Total hourly costs /VRH in Period)	\$42.72	\$44.52	\$46.30

Note: Listing of typical cost items on this provided form does not require Contractor to provide this position, utility or service.

F. Proof of Insurance

Transportation Concepts has included our current certificates of insurance as evidence of our ability to provide the specified insurance amounts from our insurers authorized to do business in the state of California. The Certificate outlines what we generally carry. We will continue to carry insurance to the degree required by California law as well as in accordance with the City of Redondo Beach contractual requirements.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/25/2019

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER IAG Insurance Services 12 Mauchly, Building I Irvine CA 92618		CONTACT NAME: Leslie Henry PHONE (A/C No. Ext): (949) 387-2323 FAX (A/C No): (949) 387-2324 E-MAIL ADDRESS: lmh@iagins.com															
INSURED Parking Concepts, Inc. dba Transportation Concepts 12 Mauchly, Building I Irvine CA 92618		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: PHILADELPHIA INDEMNITY INSURANCE COMPAI</td> <td>18058</td> </tr> <tr> <td>INSURER B: SCOTTSDALE INSURANCE COMPANY</td> <td>41297</td> </tr> <tr> <td>INSURER C: SAFETY NATIONAL CASUALTY CORPORATION</td> <td>15105</td> </tr> <tr> <td>INSURER D: FIREMANS FUND INSURANCE COMPANY</td> <td>21873</td> </tr> <tr> <td>INSURER E: HISCOX INSURANCE COMPANY</td> <td>10200</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A: PHILADELPHIA INDEMNITY INSURANCE COMPAI	18058	INSURER B: SCOTTSDALE INSURANCE COMPANY	41297	INSURER C: SAFETY NATIONAL CASUALTY CORPORATION	15105	INSURER D: FIREMANS FUND INSURANCE COMPANY	21873	INSURER E: HISCOX INSURANCE COMPANY	10200	INSURER F:	
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INSURER E: HISCOX INSURANCE COMPANY	10200																
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$5,000 BI/PD Deductible Per Occurrence GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			PHPK1987267	06/01/2019	06/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> GKLL			PHPK1987267	06/01/2019	06/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ GKLL - Per Location \$ 1,000,000
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ None			XLS0110397	06/01/2019	06/01/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	SP4060460	06/01/2019	06/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Excess Liability - Occurrence Form Retention: None			SHX15427586	06/01/2019	06/01/2020	\$5,000,000 \$5,000,000 Aggregate Each Occurrence


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

LOC 516 - Beach Cities Transit, 1521 Kingsdale Avenue, Redondo Beach, CA 90278

The Cities of Redondo Beach, Hermosa Beach, Manhattan Beach and El Segundo, their officers elected and appointed officials, employees and volunteers are additional insureds per endorsement CG2026(04/13) as respects to general liability. Primary and Non-Contributory Wording applies per attached CG2001(04/13) Endorsement. Replaces Certificate of Liability Insurance issued on June 13, 2019.

CERTIFICATE HOLDER

CANCELLATION

The Cities of Redondo Beach, Hermosa Beach, Manhattan Beach and El Segundo 415 Diamond Street, Door E Redondo Beach CA 90277	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

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AGENCY CUSTOMER ID: _____

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY IAG Insurance Services		NAMED INSURED Parking Concepts, Inc. dba Transportation Concepts	
POLICY NUMBER UC21757388.19		EFFECTIVE DATE: 06/01/2019	
CARRIER Hiscox Insurance Company	NAIC CODE 10200		

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

Fidelity/Crime Insurance Coverage:
Policy #: UC21757388.19
Effective: June 1, 2019 to June 1, 2020
Insurance Carrier: Hiscox Insurance Company
\$1,000,000 - Limit
\$50,000 - Retention - Each Loss

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

The Cities of Redondo Beach, Hermosa Beach, Manhattan Beach and El Segundo,
their officers elected and appointed officials, employees and volunteers
415 Diamond Street, Door E
Redondo Beach CA 90277-2836

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations;
or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All terms and conditions of this policy apply unless modified by this endorsement.

G. Qualifications and Client References

Qualifications

As indicated earlier in Section B, Transportation Concepts has successfully operated Contracted Fixed Route and Dial-a-Ride service modes together in the Los Angeles County region for over twenty (20) years. Additionally, we are proud of the fact that we have successfully operated the BCT service for the last 10 years with Brett Baum, our Project Manager who has been in the leadership role in Redondo Beach for the last 9 of those years. Brett also has over 20 years of hands on experience with both modes of service.

Client References

The following are 6 references from both current and past clients that can share pertinent information attesting to our success as both a Fixed Route and Dial a Ride operator in the Southern California region.

We invite you to contact our current clients for confirmation of our dedication, commitment, and excellent service standards and performance.

Location Name	CITY OF CORONA Corona, California
	City of Corona Sudesh Paul Transportation Planning Manager 730 Corporation Yard Way Corona, CA 92880 951.279.3763 Sudesh.Paul@CoronaCA.gov
Nature of Services	Fixed route public transportation servicing the City of Corona utilizing 20 CNG powered EZ Rider and Type 7 buses. Responsible for dispatch, operation, supervision and vehicle maintenance of City's transit system which includes revenue collection and on-demand scheduled transportation services to the senior and ADA community within the City.
Length of Contract	19 Years
Type of Fleet Dispatching System	Utilizes "Routematch", a fully automated computerized dispatch system. In addition, has AVL fleet tracking capabilities as well as a digital on board video surveillance recording system
# of Employees	28
Annual Revenue	\$2.2 Million

Location Name	PALOS VERDES PENINSULA TRANSIT AUTHORITY Palos Verdes, California
Contact Information	Palos Verdes Peninsula Transit Authority Martin Gombert Administrator 38 Crest Road West Palos Verdes Peninsula, CA 310.544.7108 magla@ix.netcom.com
Nature of Services	Fixed route transportation services throughout the Palos Verdes Peninsula utilizing a combination of 27 cutaway and full-size coaches, many which operate on either CNG or Propane fuel. Responsible for dispatch, operation, supervision and vehicle maintenance of agency buses.
Length of Contract	8 Years
Type of Fleet Dispatching System	AVL system using "Next Bus" technology as well as "drive cam" technology.
# of Employees	23
Annual Revenue	\$1.8 Million

Location Name	BEACH CITY TRANSIT REDONDO BEACH Redondo Beach, California
Contact Information	City of Redondo Beach Joyce Rooney Transit Manager 1922 Artesia Blvd Redondo Beach, CA 90278 (310) 318-0631 x 2670 Joyce.rooney@redondo.org
Nature of Services	Fixed route and curb to curb paratransit transportation services. Approximately a 10-mile service area includes Redondo Beach, Hermosa Beach, Manhattan Beach and El Segundo. Vehicle fleet consists of 20 CNG powered buses, 6 of which are assigned to paratransit. Responsible for dispatch, operation, supervision and vehicle maintenance on fleet of City provided buses.
Length of Contract	10 Years
Type of Fleet Dispatching System	Currently using computerized dispatch system with GPS system. Implementation of annunciator system and "Real Time" technology along with Metro TAP system
# of Employees	36
Annual Revenue	\$1.9 Million

Location Name	Palo Verde Valley Transit Authority Blythe, California
	City of Blythe Joseph DeConinck Board Chairman 235 North Broadway Blythe, CA 92225 (760) 250-5918 joeydeconinck@gmail.com
Nature of Services	Fixed route and paratransit transportation services Vehicle fleet consists of 12 buses. Responsible for dispatch, operation, supervision and Maintenance on fleet of City buses.
Length of Contract	16 Years
Type of Fleet Dispatching System	Currently using AVL fleet tracking capabilities as well as a digital on board video surveillance recording system
# of Employees	20
Annual Revenue	\$1.2 Million

Location Name	AVALON TRANSIT Avalon, California
	City of Avalon Audra McDonald Transit Manager 410 Avalon Canyon Rd Avalon, CA 90704 (310) 510-0220 audra@cityofavalon.com
Nature of Services	Fixed route and Dial-a-Ride Transportation services throughout the City of Avalon, using a fleet of 1-2 buses for Fixed Route and 2 for the Dial-a-Ride. Responsible for dispatch, operations, supervision and provision of coordinating vehicle maintenance on fleet of City and TC buses.
Term of Agreement	3 years
Type of Fleet Dispatching System	Utilizing "Simpli Transit" computerized dispatch system along with an AVL system and Swiftly for real time technology.
# of Employees	13
Annual Revenue	\$700k

Location Name	CITY OF GLENDORA Glendora, California
	City of Glendora Steven Mateer Transportation Coordinator 116 East Foothill Blvd Glendora, CA 91741 (626) 852-4646 smateer@ci.glendora.ca.us
Nature of Services	Fixed route, Metrolink, and paratransit transportation services. Vehicle fleet consists of both cutaway buses and minivans, operating on CNG and Gasoline fuels. Responsible for dispatch, operation, supervision and vehicle maintenance on fleet of City provided buses.
Term of Agreement	10 years
Type of Fleet Dispatching System	Currently using fully automated computerized dispatch system "RouteMatch" with a GPS system.
# of Employees	18
Annual Revenue	\$800k

Location Name	PLAYA VISTA SHUTTLE Playa Vista, California
	Playa Vista Parks and Landscape Organization Dawn Suskin Executive Director 6200 Playa Vista Drive Playa Vista, CA 90094 (310) 437-6070 Dawn.suskin@fsresidential.com
Nature of Services	Fixed route, Shuttle, and on-demand transportation services. Vehicle fleet is comprised of 5 Type 7 CNG buses. Responsible for dispatch, operation, supervision and vehicle maintenance on fleet of Client provided buses.
Term of Agreement	6 years
Type of Fleet Dispatching System	Currently using fully automated computerized dispatch system "Simpli" with a GPS system and Transloc for AVL.
# of Employees	9
Annual Revenue	\$600k

H. Supplemental Information

As the successful incumbent of the Beach Cities Transit operation for the last 10 years, Transportation Concepts has continued to respond to a growing economy which has presented challenges by all transit operators in the area, through positive enhancements to both staffing levels and wages. In fact, over this last 5 year contract period, we have hired a number of additional supervisory and clerical staff. When compared to our operation back in 2014, this reflects close to a **50 percent increase just in staff positions**. Additionally, we have also increased **driver pay by over 21 percent** in just this last year alone in order to successfully attract and retain the best vehicle operators we could hire.

Recognizing the need for increased personnel to enhance the overall operations, we increased staffing by adding the following new positions:

- Administrative Clerk – One FT position. This improved customer service, by allowing the dispatchers a greater focus on their coordinating tasks with the drivers and service delivery.
- Maintenance Supervisor- One FT position. This was done to further enhance technical support to our maintenance team and provide that supervisory shop coverage during all operating hours.
- Operations Supervisor- One FT position added, This provided operations support coverage during all days and hours of operation, as well as to cover for sick days or vacations.
- Dispatcher – Two PT positions (1 FTE) added. This was done to further support coverage by overlapping the Dispatchers and insuring we had coverage for sick day and vacations.

Although these staffing and pay increases have significantly strained our financial outcome on this contract, we have made those business decisions without attempting to seek additionally compensation. This is another reason why we are unique in this industry. It is simple, we don't just **"talk the talk... we walk that walk"**.

As a smaller transit organization, our reputation means more to us than just turning a profit. Gill Barnett, the owner of PCI has always stated **"If you take care of your customers and take care of your employees, they will in turn take care of the business"**. This is one of the key reasons why Transportation Concepts has continued to meet or exceed expectations with the City of Redondo Beach.

During the course of this last contract term, we've been faced with many outside service challenges such as the LAX terminal improvement plan, and continuous road construction within our service areas. Based on our knowledge service area and passenger needs we've been able manage these real time detours and road closures, thus limiting the negative impact on the service.

Again based on our knowledge and experience of the service needs we've developed a number detour and detour notices for the public in response to annual events such as July 4th Fireworks Display, Pier Lighting Events, 5K/10K Walk/Run events, thus limiting the impact to the public.

With a challenging labor market, we've maintained 100% service levels through creative and effective driver scheduling, wage increases, and utilizing an outside recruitment agency. TC has also partnered with a Payroll/HR organization (Paycom) which, besides having all our payroll and HR needs in one place, Paycom also integrates directly with online recruiting sites like Monster, Indeed and Zip Recruiter.

We have worked with the city to spec out vehicles, technical information of vehicle specs, pre-delivery inspections and acceptance inspections. Based on our technical insight, we were able to assist the city in implementing onboard camera systems, TAP card Readers, and an Annunciator system.

We have also worked with the city on recommending additional safety enhancements like the Pedestrian Awareness safety system and Zonar, which is an enhanced web based vehicle inspection system.

Over the last contract term we have partnered with the city to address the current and upcoming changes in the transit industry. These include various conferences and workshops, related to the ZEB mandated requirement of Zero Emission Buses. Additionally, with the recent requirement by the Federal Transit Administration (FTA) for the Safety Management System (SMS), we have been actively working with the City's Safety Consultant on the development of this plan for the City.

I. Required Forms and Certifications

The following are the completed forms and certifications as stipulated in Section 6 of the RFP.

FORM A

CITY OF REDONDO BEACH
COMMUNITY SERVICES DEPARTMENT

PROPOSAL TO PROVIDE OPERATION AND MAINTENANCE OF
BEACH CITIES TRANSIT FIXED ROUTE AND DIAL-A-RIDE SERVICES

PROPOSAL QUESTIONNAIRE

1. Name of Organization: Parking Concepts Inc., dba Transportation Concepts

2. Organization is a: (circle one)

Corporation / Partnership / Association or Sole Proprietorship

3. Organization is a Disadvantaged Business Enterprise (DBE) (Complete and submit the Proposed Disadvantaged Business Enterprise (DBE) Participation form, if applicable):

Yes _____

No X _____

4. Organization's Principal Address and Telephone Number:

12 Mauchly, Building I, Irvine, CA. 92618

5. Organization's Authorized Representative:

Name: Rich Rogers

Title: Chief Operating Officer

Telephone Number: 949 864-3493

Proposal Questionnaire – Page 2

6. How many years has your business been established? 45 years

How many years has your business been under your present name? 37

How many years under former names? (List name and number of years)

N/A

7. How many years has your business been providing passenger transportation services? 37

8. What other types of services does your business provide Parking, Valet and, Code Enforcement, Management Consulting

9. Do you have any affiliated companies? (If parent company, list subsidiaries and divisions. If subsidiary or division, name parent company, its principals and their addresses):

Parking Concepts Inc., Gill Barnett-President, Rich Rogers- Chief Operating Officer, TC, Dave Mueller-VP, Robert Hindle-VP

10. Have there been any contract terminations for the services your firm performs before the fulfillment of the contract within the past five years?

Yes _____ or No X

If Yes, list the date, client, and reason for termination below:

11. Is Proposer aware of any real, potential, or perceived conflict of interest which would or could result should a contract be awarded to their firm? ___ Yes X No
If Yes, please explain: _____

Proposal Questionnaire – Page 3

12. Organization's Credit References: (name, address, telephone number & contact person) Provide at least three.

- a. SC Fuels
PO Box 14014, Orange, CA 92863
- b. Enterprise Fleet Service
333 City Blvd West, Suite 1010, Orange, CA 92868
- c. ABBA Parking Services
2350 Airport FWY, Suite 130, Bedford, TX 76022

13. City of Redondo Beach Business License Number: #317782
[If not current license holder, Business License will be required before initiation of services.]

14. Provide an organization chart for your overall organization and as proposed for this project. For this project, indicate position titles and full-time equivalent personnel proposed in each position. "Full time equivalent" is 2,000 annual labor hours.

Organization chart attached?

Yes X or No

The undersigned, being cognizant of the pages, documents, and attachments contained herein, agrees to provide the City of Redondo Beach with the services described in the Request for Proposals. All cost proposals are certified to be firm for a period of 120 days from the deadline for proposal submission, December 18, 2019.

Respectfully submitted,

Parking Concepts Inc., dba Transportation Concepts
Name of Company

12 Mauchly, Bldg I, Irvine CA 92618
Address City State Zip Code

[Signature] Rich Rogers
By (Signature) Printed Name

Chief Operating Officer
Title

(949) 864-3493
Telephone Number

December 18, 2019
Date

**FORM B - Revised
PROPOSAL CHECKLIST**

Proposer's Name: Parking Concepts Inc., dba Transportation Concepts

Proposals shall be submitted in a three-ring binder, one original, so marked, and seven (7) copies, marked "Copy," and one electronic copy on flash drive. The total proposal packet must be sealed and clearly marked on the outside:

**City of Redondo Beach
Beach Cities Transit Proposal #1920-005**

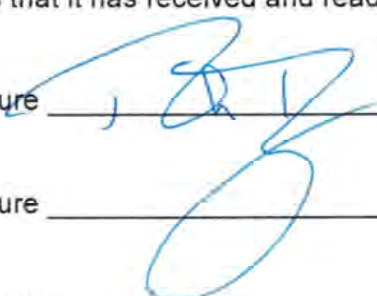
Proposers are requested to submit this Checklist and to verify that the following information is included in their proposals. If documentation provided is incomplete, the Proposer may be considered non-responsive and ineligible for award of a Contract.

- ✓ **COVER LETTER**, including company name, address, contact name, phone and fax numbers and email address for authorized company representative.
- ✓ **Form A Proposal Questionnaire**
- ✓ **Form B Proposal Checklist**
- ✓ **Exhibit C Cost Proposal** [4 pages]
- ✓ **Required Forms and Certifications**
 - ✓ a. Form C Addenda Acknowledgement
 - ✓ b. Form D References
 - ✓ c. Form E Proposed DBE Participation
 - ✓ d. Form F Non-Collusion Affidavit for Contractor
 - ✓ e. Form G Certification of Primary Participant Regarding Debarment, Suspension, And Other Responsibility Matters
 - ✓ f. Form H Certification of Restrictions on Lobbying
 - ✓ g. Form I Comptroller General's List of Ineligible Contractors
 - ✓ h. Form J Prompt Payment Affidavit
 - ✓ i. Form K DBE Participation Schedule
 - ✓ j. Form L DBE Utilization Form
 - ✓ k. Exhibit A FTA Contract Clause Certification
- ✓ 6. **Financial Statements/Reviews** for the last two available years. If statements are to be treated as Confidential, provide in a separate envelope.
- ✓ 7. **Proposal Narrative addressing, at a minimum, the following areas:**
 - ✓ • Proposer's Experience Related to Beach Cities Transit;
 - ✓ • Organizational description;
 - ✓ • Staffing Plan, including salary and benefits, resumes;
 - ✓ • Accounting and Reporting systems;
 - ✓ • Insurance;
 - ✓ • Operations;
 - ✓ • Vehicle Maintenance and Servicing;
 - ✓ • Safety Program;
 - ✓ • Screening and Selection Program;
 - ✓ • Training Program; and
 - ✓ • Transition Plan/Time Schedule.

FORM C
BEACH CITIES TRANSIT RFP #1920-005
ADDENDA ACKNOWLEDGEMENT

CONTRACTOR NAME: Parking Concepts Inc., dba Transportation Concepts

CONTRACTOR hereby acknowledges that it has received and read the following Addenda:

Addendum # 1 Signature 

Addendum # _____ Signature _____

Addendum # _____ Signature _____

Addendum # _____ Signature _____

Addendum # _____ Signature _____

**FORM D
REFERENCES**

Proposer's Name Transportation Concepts

Please list a minimum of at least four references of similar size and type of transit services, including governmental agencies, if available.

Reference 1

AGENCY/COMPANY NAME: Beach Cities Transit / City of Redondo Beach

ADDRESS: 1922 Artesia Blvd, Redondo Beach, CA 90278

CONTACT PERSON: Joyce Rooney

EMAIL ADDRESS: joyce,rooney@redondo.org

PHONE NUMBER: (310) 318-0631 x 2670

LENGTH OF CONTRACT: 10 YEARS

NUMBER OF VEHICLES OPERATED: 20

DESCRIPTION OF SERVICES PROVIDED:

Fixed Route and Dial-a-Ride service. Responsible for dispatch, operations, supervision and vehicle maintenance on a fleet of City provided buses

Reference 2

AGENCY/COMPANY NAME: Palos Verdes Peninsula Transit Authority

ADDRESS: 38 Crest Road West, Palos Verdes Peninsula, CA

CONTACT PERSON: Martin Gombert

EMAIL ADDRESS: magla@ix.netcom.com

PHONE NUMBER: (310) 544-7108

LENGTH OF CONTRACT: 7 YEARS

NUMBER OF VEHICLES OPERATED: 27

DESCRIPTION OF SERVICES PROVIDED:

Fixed Route Transportation service throughout the Palos Verdes Peninsula utilizing a fleet of 27 alternative fuel buses. Responsible for dispatch, operations, supervision, and vehicle maintenance on agency buses

Reference 3

AGENCY/COMPANY NAME: City of Corona

ADDRESS: 730 Corporation Yard Way, Corona, CA

CONTACT PERSON: Sudesh Paul

EMAIL ADDRESS: sudesh.paul@coronaCA.gov

PHONE NUMBER: (951) 279-3763

LENGTH OF CONTRACT: 19 YEARS

NUMBER OF VEHICLES OPERATED: 20

DESCRIPTION OF SERVICES PROVIDED:

Fixed Route and Dial-A-Ride Service utilizing Fleet of CNG buses. Responsible for dispatch, Operations, supervision and vehicle maintenance on fleet of City provided buses

Reference 4

AGENCY/COMPANY NAME: City of Glendora

ADDRESS: 401 E. Dalton Ave, Glendora, CA 91741

CONTACT PERSON: Steven Mateer

EMAIL ADDRESS: smateer@ci.glendora.ca.us

PHONE NUMBER: (626) 852-4646

LENGTH OF CONTRACT: 10 YEARS

NUMBER OF VEHICLES OPERATED: 12

DESCRIPTION OF SERVICES PROVIDED:

Fixed Route, Metrolink and paratransit services utilizing fleet of cutaway buses operating on CNG and gasoline. Responsible for dispatch, operations, supervision and vehicle maintenance on fleet of City provided buses

FORM E
PROPOSED DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION
(OPTIONAL)

The bidder is or intends to utilize the following DBE contractors on this project.
Signature of participating DBE is confirmation of willingness to participate on this project.

Company

N/A

Address _____
City, ST, ZIP _____
Phone Number _____
Fax Number _____
Contact Name _____
Contact Email _____
DBE Certifying Agency _____
Type of work to be performed _____
Annual Dollar value of participation _____
Signature of participating DBE _____

Company

Address _____
City, ST, ZIP _____
Phone Number _____
Fax Number _____
Contact Name _____
Contact Email _____
DBE Certifying Agency _____
Type of work to be performed _____
Dollar value of participation _____
Signature of participating DBE _____

FORM F
NON-COLLUSION AFFIDAVIT FOR CONTRACTOR

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

Rich Rogers declares and says:

1. That he/she is the (owner, partner, representative, or agent)
of Transportation Concepts, hereinafter referred to as
(CONTRACTOR) or (subcontractor).
2. That he/she is fully informed regarding the preparation and contents of this proposal
for certain work in the City of Redondo Beach, State of California.
3. That his/her proposal is genuine, and is not collusive or a sham proposal.
4. That any of its officers, owners, agents, representatives, employees, or parties in
interest, including this affiliate, has not in any way colluded, conspired, connived or
agreed, directly or indirectly, with any other CONTRACTOR, firm, or person to submit a
collusive or sham proposal in connection with such contract, or to refrain to submitting a
proposal in connection with such contract, or has in any manner, directly or indirectly,
sought by unlawful agreement or connivance with any other CONTRACTOR, firm, or
person to fix the price or prices in said proposal, or to secure through collusion,
conspiracy, connivance, or unlawful agreement any advantage against City, or any
person interested in the proposed contract; and,
5. That the price or prices quoted in the proposal are fair and proper, and are not
tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of
the CONTRACTOR, or any of its agents, owners, representatives, employees, or
parties in interest, including this affiliate.

I certify (or declare) under penalty of perjury, that the foregoing is true and correct.

Dated this 18th day of December, 2019, at Irvine, California.

Signed: 

Title: Chief Operating Officer

FORM G
**CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT,
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The Primary Participant Transportation Concepts (Name of CONTRACTOR)
certified to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not, within a three year period preceding this proposal, been convicted, or had a civil judgment rendered against them for commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false Statements, or receiving stolen property;
- c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for default.

If the primary participant is unable to certify to any of the Statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT, Transportation Concepts (Name of CONTRACTOR) CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 USC SECTIONS 3801 ET SEQUA ARE APPLICABLE THERETO.

Signature of Authorized Official

[Signature] Title Chief Operating Officer

The undersigned chief legal counsel (or corporate secretary) for the
Company hereby certifies that the Company has
authority under State and local law to comply with the subject assurances and that the
certification above has been legally made.

Signature of Attorney/Secretary [Signature] Date 12/18/2019

FORM H
CERTIFICATION OF LOBBYING RESTRICTIONS

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Signature of Contractor's Authorized Official

Rich Rogers, Chief Operating Officer

Name and Title of Contractor's Authorized Official

December 18, 2019

Date

FORM I
COMPTROLLER GENERAL'S LIST OF INELIGIBLE CONTRACTORS
(REQUIRED)

Submit this form with the BID, failure to do so is grounds for disqualification.

The Bidder certifies that it is NOT on the U.S. Comptroller General's list of ineligible firms for federally financed and assisted construction, materials, equipment contracts or services.

Bidder's Company Name	Parking Concepts Inc., dba Transportation Concepts
Legal Structure (corp./partner/proprietor)	Corporation
Principal Office Address	12 Mauchly, Bldg I
City, ST, Zip	Irvine, CA 92618
Phone Number	949 753-7525
Fax Number	949 753-7526
E-Mail	rrogers@transportation-concepts.com
Federal Employer Identification Number	95-2909899
Title of Person Authorized to Sign	Chief Operating Officer
Print Name of Person Authorized to Sign	Rich Rogers
Date Signed and Authorized Signature	December 18, 2019 

Form J

PROMPT PAYMENT AFFIDAVIT

Contractor will place a check in the appropriate box below that applies to this payment request. Re: Payment Request No. _____

I, Rich Rogers (Name), the Chief Operating Officer
(Title - e.g., President, Vice President, etc.) of Transportation Concepts ("Company"),
do state the following with regard to payments made under Contract No. #1920-005
("Contract"):

1. ____ Subcontractors, at the first tier, both DBE and non-DBE, who completed work and were listed for payment on the prior Payment Request No.____, were paid no later than thirty (30) business days after Contractor received payment from City.
2. ____ Copies of invoices and cancelled checks for subcontractors at the first tier who were paid under the prior payment request have been delivered or mailed to the City. In addition, Contractor has attached to the current Payment Request all lien waivers for prior subcontractor payments and any other documentation required by City. (Failure to attach all required documentation to the Payment Request or forward cancelled checks and invoices to the City may cause the Payment Request to be rejected by City.)
3. ____ All retainage amounts withheld from any subcontractor who satisfactorily completed its portion of the contract work, including punch list items, were paid to the subcontractor(s) no later than thirty (30) business days after it satisfactorily completed its work, whether or not City has paid said retainage amounts to Contractor. Attach a copy of the cancelled check evidencing payment of each retainage amount.
4. X There was no delay in or postponement of any payment owed to a subcontractor, whether periodic payment or retainage amount, except for good cause and after receipt of prior written approval from the City.
5. ____ The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the City. In addition, the Contractor is required to return any retainage payments to those subcontractors after the subcontractor's work related to this contract is satisfactorily completed and within 30 days of Contractor's receipt of the partial retainage payment related to the subcontractor's work. Attach a copy of the written approval from the City.

Transportation Concepts

Company Name

Signature

Rich Rogers

Print Name

Date: December 18, 2019

Subscribed and sworn to before me this day of 20

FORM K
DBE PARTICIPATION SCHEDULE

The Contractor shall complete the following information for all DBE's participating in the contract that comprises the DBE Utilization percent stated in the DBE Utilization Form. The Contractor shall also furnish the name and telephone number of the appropriate contact person should the Authority have any questions in relation to the information furnished herein.

DBE IDENTIFICATION AND INFORMATION FORM

[illegible]

FORM L
DBE UTILIZATION FORM

The undersigned Contractor has satisfied the requirements of the solicitation in the following manner (please check the appropriate space):

The Contractor is committed to a minimum of 0 % DBE utilization on this contract.

Date: December 18, 2019

Signature: 

Company Name: Transportation Concepts

Title: Chief Operating Officer

EXHIBIT "A"

FTA REQUIRED CONTRACT CLAUSE CERTIFICATIONS

[Clause language is based on FTA Report No. 0105, FTA
Best Practices Procurement and Lessons Learned Manual, October 2016.]

<input checked="" type="checkbox"/>	1.	Incorporation of Federal Transit Administration (FTA) Terms
<input checked="" type="checkbox"/>	2.	Federal Changes
<input checked="" type="checkbox"/>	3.	No Federal Government Obligation to Third Parties
<input checked="" type="checkbox"/>	4.	Fly America
<input checked="" type="checkbox"/>	5.	Clean Air Act and Federal Water Pollution Control Act
<input checked="" type="checkbox"/>	6.	Recycled Products
<input checked="" type="checkbox"/>	7.	Energy Conservation
<input checked="" type="checkbox"/>	8.	Government-Wide Debarment and Suspension
<input checked="" type="checkbox"/>	9.	Program Fraud and False or Fraudulent Statements and Related Acts
<input checked="" type="checkbox"/>	10.	Lobbying Restrictions
<input checked="" type="checkbox"/>	11.	Civil Rights Laws and Equal Opportunity
<input checked="" type="checkbox"/>	12.	Disadvantaged Business Enterprises (DBE)
<input checked="" type="checkbox"/>	13.	Prompt Payment
<input checked="" type="checkbox"/>	14.	Substance Abuse
<input checked="" type="checkbox"/>	15.	Public Transportation Employee Protective Arrangements
<input checked="" type="checkbox"/>	16.	Charter Service
<input checked="" type="checkbox"/>	17.	School Bus Operations
<input checked="" type="checkbox"/>	18.	Safe Operation of Motor Vehicles
<input checked="" type="checkbox"/>	19.	Employee Protections

Signature: _____

Title: Chief Operating Officer

Company Name: Transportation Concepts

Date: December 18, 2019

1. Ability to Perform and Meet the Requirements of the RFP

The following sections will allow the City's evaluation committee to further demonstrate why Transportation Concepts is the most qualified company to perform and meet the requirements of this RFP for the Operations and Maintenance of the Beach Cities Transit Services. Although some portions of a few sections may have been included earlier in this proposal, we want to ensure that each evaluator can easily cross reference the information in our proposal with the outline found in pages 14-16 of RFP #1920-005

A. Company Organizational Structure



Profile - Transportation Concepts is the public transportation division of Parking Concepts, a **California Corporation**, with corporate offices in Irvine, California. We currently employ over 1,500 people. Gill Barnett, President and owner of Parking

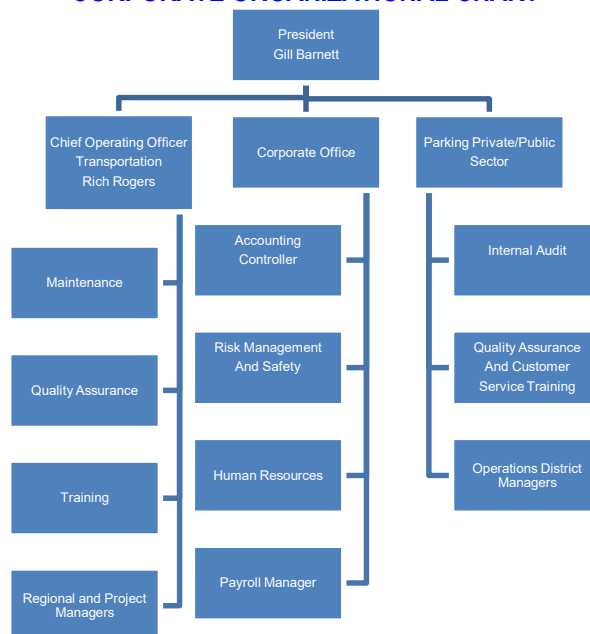
Concepts, founded the company in 1974 in order to provide an enhanced level of **customer service** to an industry that had been sorely lacking in customer service. Today, Parking Concepts is one of the most successful and respected parking facility operators in the United States.

In 1982, Parking Concepts was awarded a shuttle bus contract at the Ontario International Airport. It was at that time that **Transportation Concepts** was formed. Over the last **37 years** Transportation Concepts (TC) has successfully operated numerous public transportation service Fixed Route and Paratransit contracts similar in scope to the Beach Cities Transit services.



Transportation Concepts is a smaller regional company compared to some of the industry giants providing transit services throughout the United States. The majority of our business is concentrated in California. In fact, all region support is based in southern California. The supporting organization is made up of considerable strength in each of their specific disciplines. One of the advantages of Transportation Concepts organizational structure is the access to our corporate support staff. **The City can access each member directly as necessary without having to go through layers of people. This results in accelerated response times.**

CORPORATE ORGANIZATIONAL CHART



Corporate Support Team



Gill Barnett, President – Gill Barnett, founder and owner of Parking Concepts and Transportation Concepts, has been actively involved in the parking and transportation industry for over 60 years. He began his career as a parking attendant at the age of 17 and worked his way up to management by the age of 22. Noting the lack of quality customer care from the beginning of his career, Gill envisioned a company devoted to providing excellent customer service. Over the last 45 years since the start of PCI he has continued to deliver that vision throughout our organization.



Rich Rogers, Chief Operating Officer – Rich Rogers has been actively involved in the public transit industry for almost forty years. Mr. Rogers is directly responsible for the oversight of all Transportation Concepts operations, and will continue to insure that the highest level of quality service is provided to the City of Redondo Beach / Beach Cities Transit Service. As the Chief Operating Officer, he will see to it that TC's operations meet company and contractual performance requirements to insure that safe, reliable and responsive service is consistently delivered. Mr. Rogers will be directly involved in any contract negotiation and will have direct responsibility in continuing our working relationship with the City relative to contractual compliance and revisions as directed. Mr. Rogers will be instrumental in supporting the local team in implementing potential service and contractual changes throughout the term of the contract and will continue to participate in regular monthly meetings with the City of Redondo Beach Transit Manager and TC location management staff to insure he is actively involved in the on-going performance of the Beach Cities Transit operation. Rich will continue to visit the location a minimum of one – two days per month (approximately 10% of his time) and participate in the regular monthly management meetings with the City of Redondo.



Steve Purchase, Regional Maintenance Director – Although Steve Purchase is assigned 50% as the Maintenance Manager for the BCT Operation, his other 50% is serving TC as our Regional Maintenance Director. Steve has over 12 years of experience in shop maintenance management. He has hands on experience with many different types of fleet equipment, including Zero Emission vehicles, something that TC has been operating since 2015.



IAG Risk Solutions – As a integral component of our Corporate Support team we have partnered with IAG Risk Solutions in our quest to continue reducing employee risk and incident reduction from occurring. The IAG team works with TC to establish high standards for benchmarking safety in the workplace. Collectively we conduct weekly reviews on every accident/injury or near miss, provide monthly management training sessions, as well as quarterly offsite full day safety meetings for managers and supervisors. The IAG Risk Solution group conducts regular OSHA audits at all of our locations, works with our insurance carrier, our medical clinics/medical network, and our attorney's, with the overall goal of consistently reducing accidents and incidents with a goal of achieving Zero claims.





Ulla Overby, Risk Management Consultant– Ms. Overby has over twenty-five years of experience in risk management with emphasis on successfully developing, implementing and directing corporate risk management and insurance programs to assure maximum protection of owned and operated assets. She has provided training in all areas of risk management including best practices process, claims handling procedures, loss control, and customer service. As a Risk Management Consultant with Transportation Concepts, Ms. Overby is responsible for working in partnership with IAG and our Senior Management team in the development and on-going administering of risk-management and loss-prevention programs, as well as initiating policies to comply with safety legislation and the transportation industry practices. Ms. Overby is also part of the team that works as the liaison to attorneys and our insurance company related to legal matters.



Monique Lemus, Risk Management Analyst – Ms. Lemus is responsible for handling claims procedures with our insurance carrier and managers. She monitors and tracks our loss-prevention statistics and works as a liaison with TC senior management and IAG in rolling out our risk-management and loss-prevention programs and initiating policies to comply with safety legislation and the transportation industry practices. Ms. Lemus also acts as the liaison to attorneys, insurance companies and individuals, investigating any incidents that may result in loss.



Laura Keller, Human Resource Specialist – Laura has been a Human Resource expert since 1993. She currently serves Transportation Concepts as our HR Generalist. Ms. Keller is responsible for developing and administering all employee related programs to ensure compliance with all regulations governing labor on a federal, state, and local level. She provides pertinent information to all operating locations and monitors compliance. Areas of focus include training, EEO, Affirmative Action and Civil rights, labor relations, integrity and compliance. Ms. Keller also acts as the liaison to attorneys, insurance companies and individuals, as well as all of our employees.



Marvin Williams, Safety and Training Consultant – Marvin Williams has over 20 years of experience in the public transportation industry. Mr. Williams works with our corporate team to insure our safety and training programs continue to be effective. He will consult with location Project Manager's and Safety Trainer's in all aspects of our recruiting, hiring and training activities, as well as to provide location safety and training support as needed. He will also conduct regular safety audits to ensure that all operations are meeting all required contractual, regulatory, and company standards.

B. Staffing and Operational Plan for BCT

Staffing

Our staffing plan for BCT is designed to not only provide the operational support necessary to exceed our client's expectations, it is built to sustain another 5 years of future success as we partnership with the City of Redondo Beach staff to rise to the future challenges ahead. As mentioned back in Section H, over the last 5 years we have increased our staffing levels by over 50 percent, coupled with significant wage increases to attract the best of the best.

Although a description of each key staff member along with their resumes, certifications and references was provided back in Section D of this proposal, to align specifically with the RFP outline we are providing this a description of staff information in this section as well.



Brett Baum, Project Manager - Although Transportation Concepts offers extensive corporate support, our experience in contract operations is that the overall quality of service is only as good as the local team. To this end, TC offers Mr. Brett Baum, an experienced and professional Manager with over 20 years of transit management, 9 of which have been dedicated to the City of Redondo Beach, to continue as the leader of the BCT project team. He will have direct responsibility for this contract and serve as the direct liaison with the City of Redondo Beach staff as well as service ambassador for the BCT services on behalf of the City.

Brett Baum, as the Project Manager for BCT is the leader who works as an extension of the City of Redondo Beach Transit Manager and her staff to deliver the best possible service to the community and ensure all the goals and objectives are consistently met. Through effective management and team work the Project Manager operates the service hours within the City budget and in compliance with all regulatory standards. Utilizing the collective information from the TC team, the Project Manager provides a clear view of the current operation and articulates the projected forecast of the BCT to the City of Redondo Beach's Transit Manager. The Project Manager is responsible for all aspects of the operation including assisting the Agency with; NTD reporting, coordination with system planning, marketing, representation and oversight of all transit related projects and issues.



On-site support positions available to Brett will continue to include maintenance management, safety/training, operations supervision and dispatch/ clerical. The local team will be thoroughly supported by the corporate staff as described in the previous section of this proposal. The BCT local team has continued to strengthen over the last 10 years as we have been driven to strive to exceed the City of Redondo Beach's expectations. We are committed to continue over the next 5 years in our continued quest to exceed your expectations and constantly strive for a world class operation.



Steve Purchase, Maintenance Manager – Purchase has over 12 years of experience in shop maintenance management. He has hands on experience with similar fleets and clearly understands regulations relative to maintaining the County's fleet. Mr. Purchase is in the process of becoming an ASE Master Technician and is well versed in diagnostics relative to preventive maintenance and vehicle repair. He has hands on experience scheduling maintenance in both a manual and automated shop environment. In addition, he has a proven track record of shop management, employee scheduling, inventory control, and warranty procedures. He will continue to be instrumental in working with the City of Redondo Beach as the assigned Maintenance Manager by supporting the BCT local management team and will continue to commit a minimum **50%** of his time at the location to provide that "hands on" management support.



George Raya, Maintenance Supervisor - Mr. Raya has 28 years of fleet maintenance experience. He has hands on experience diagnosing and repairing alternative fueled fleets. He clearly understands the requirements associated with preventive maintenance, repair, and regulatory compliance of the designated BCT fleet. Mr. Raya will be **100%** dedicated to the Beach Cities operation. He will continue to provide management oversight of the maintenance efforts of the Beach Cities Transit and provide regular maintenance quality assurance reviews relative to contractual and regulatory compliance. He will coordinate with Brett Baum and will be supported by Steve Purchase, our Regional Maintenance Manager to ensure that all maintenance work is being conducted in accordance with Regulatory, Company and City Standards.



Richard Gwin, Safety Trainer - Mr. Richard Gwin has 24 years of experience in Safety Training and will continue to be **100 percent** dedicated to the BCT project. Richard has had several Safety and Training positions over the years in Roseville, Modesto, Pasadena and Lancaster. Richard will continue to be responsible to provide all new hire and reoccurring training to existing vehicle operators. Mr. Gwin is a TSI instructor and has been completed training as a DOT instructor in bus operator training, the smith system trainer program, as well as the DMV employer testing program.



Christopher Lamp, Operations Supervisor - Mr. Lamp has over 11 years experience as an Operations Supervisor. Although he has only been a part of the TC team in Redondo for the last year, Christopher actually worked with TC at a previous contract we had with Los Angeles METRO. We have watched Christopher's career grow and are pleased to have him back in an Operations Supervisor role for the Beach Cities Transit operation. Christopher is responsible for daily supervision of the Fixed Route and Dial a Ride operation, insuring trip completion, on-time performance, and **100%** pull out success each operating day. He responds to incidents in the field to include accidents, vehicle break downs and potential passenger delays. Christopher has a Transit Management Certification from the University of Pacific.



Ernesto Lizarraga, Operations Supervisor

Mr. Lizarraga has 7 years experience as an Operations Supervisor for the BCT operation. Like Mr. Lamp, Ernesto is also responsible for daily supervision of the Fixed Route and Dial a Ride operation, insuring trip completion, on-time performance, and 100% pull out success each operating day. Ernesto started his transit career as a bus operator for Los Angeles METRO in 2011.

Jorge Lopez, Operations Supervisor



Mr. Lopez has 7 years experience as an Operations Supervisor, 6 of those years for the BCT operation. Jorge is also responsible for daily supervision of the Fixed Route and Dial a Ride operation, insuring trip completion, on-time performance, and 100% pull out success each operating day. Jorge started his transit career as a bus operator for a contractor operating METRO in 2011.

C. Experience with Fixed Route and Demand Response Services

The City of Redondo Beach has contracted with Transportation Concepts (TC) to operate the **Beach Cities Transit since 2009**. Over these last **10 years** TC has provided an exemplary level of fixed Route and Dial a Ride services. TC was the driving force in implementing a process to provide accurate reporting of statistics, including on-time performance and a comprehensive monthly reporting format that provided a much greater degree of operational data to the City. TC's approach to success has always been that the management and operation of the Beach Cities Transit remains laser focused on the fact that the community comes first. From our employees to the people we serve, each individual has a stake in the transit system, and without them, we as a Company would not have achieved such success.

Overall Company Experience

From the operation of a six bus shuttle operation at the Ontario Airport in 1982, through today, Transportation Concepts has enjoyed measured growth. Currently, the company manages 16 separate Fixed Route, Shuttle or Dial-a-Ride contracts, all in areas with similar challenges as the Beach Cities Transit.

The company operates these services utilizing a fleet of over **100** vehicles ranging in size from seven passenger minivans to **40** foot transit coaches. The majority of the vehicles maintained and operated by Transportation Concepts use Alternative fuels. In addition, we have experience operating Zero Emission Buses in a number of locations since 2015.

Fixed-Route Services



TC has over **20** years of experience operating fixed-route service in the local region with public transit agencies that receive Federal Section 5307 transit funding. In addition to our **10** years of operating **Beach Cities Transit**, other comparable fixed-route experience over these last **20** years includes **7** years of experience under contract with **Los Angeles Metro** operating **55** buses, **19** years under contract with **Corona Transit** operating **20** buses, **5** years of experience with the **Riverside Transit Agency** operating **86** Fixed Route and Commuter buses, along with contracts with **Omnitrans**, **Palos Verdes Peninsula**, **Los Angeles County**, and several other municipal operations throughout the Southern California area.

In addition, our talented and valued employees have been responsible for the operation of regularly scheduled services throughout the state including overall management responsibilities encompassing day to day administration of systems operating in rural transit environments as well as major metropolitan areas transporting over **5** million passengers per year. This includes routing and scheduling, safety oversight, vehicle and facility maintenance, road supervision and dispatch oversight, integration of technology, and of course vehicle operations. TC employees have experience in this type of service since 1987.



Shuttle/Circulator/Commuter Feeder Services



TC has been providing shuttle services since 1982. In fact, we currently operate several shuttle services of varying operating characteristics to include, campus shuttles, medical center shuttles, and employer shuttles. We are extremely proficient at providing high quality, high capacity, short haul, high frequency services. In addition, we provide other special services including

regular shuttles connecting remote parking lots to employment centers; feeder services linking passengers from the train station to employment centers, and commuter services providing people transportation from designated parking lots in suburban areas to jobsites located in major metropolitan areas. These services are one way we can contribute to improving the air quality of the communities we serve.

Demand Response/ADA Paratransit / Dial-a-Ride Services



TC also has close to 20 years of experience operating Paratransit service in the local region with public transit agencies that receive Federal Section 5307 transit funding. In addition to our 10 years of operating **Beach Cities Transit**, other comparable Demand Response experience over these last 20 years includes 19 years with the **City of Corona** operating 14 vehicles, 10 years with the **City of Glendora**

operating 10 vehicles, 8 years under contract with **Riverside Transit Agency** operating 60 vehicles, 5 years under contract with **OmniTrans** operating 100 vehicles, along with several other operating contracts with municipalities in the Los Angeles and Southern California region. TC employees have experience providing Paratransit for close to 35 years.

Client References of Systems Similar in Scope

Location Name	BEACH CITY TRANSIT REDONDO BEACH Redondo Beach, California
Contact Information	City of Redondo Beach Joyce Rooney Transit Manager 1922 Artesia Blvd Redondo Beach, CA 90278 (310) 318-0631 x 2670 Joyce.rooney@redondo.org
Nature of Services	Fixed route and curb to curb paratransit transportation services. Approximately a 10-mile service area includes Redondo Beach, Hermosa Beach, Manhattan Beach and El Segundo. Vehicle fleet consists of 20 CNG powered buses, 5 of which are assigned to paratransit. Responsible for dispatch, operation, supervision and vehicle maintenance on fleet of City provided buses.
Length of Contract	2009 – Present
Type of Fleet Dispatching System	Currently using computerized dispatch system with GPS system. Implementation of annunciator system and "Real Time" technology along with Metro TAP system
Number of Employees	40
Annual Revenue	2.2 Million
Annual Service Hours	41,000

Operation and Maintenance of Beach Cities Transit

Location Name	CITY OF CORONA Corona, California
	City of Corona Sudesh Paul Transportation Planning Manager 730 Corporation Yard Way Corona, CA 92880 951.279.3763 Sudesh.Paul@CoronaCA.gov
Nature of Services	Fixed route public transportation servicing the City of Corona utilizing 20 CNG powered EZ Rider and Type 7 buses. Responsible for dispatch, operation, supervision and vehicle maintenance of City's transit system which includes revenue collection and on-demand scheduled transportation services to the senior and ADA community within the City.
Length of Contract	1999-2018 - 19 Years
Reason for Change	City opted to award contract in 2018 to a large national company slightly lower in cost
Type of Fleet Dispatching System	Utilizes "Routematch", a fully automated computerized dispatch system. In addition, has AVL fleet tracking capabilities as well as a digital on board video surveillance recording system
Number of Employees	30
Annual Revenue	\$2.0 Million
Annual Revenue Hours	30,000

Location Name	PALOS VERDES PENINSULA TRANSIT AUTHORITY Palos Verdes, California
Contact Information	Palos Verdes Peninsula Transit Authority Martin Gombert Administrator 38 Crest Road West Palos Verdes Peninsula, CA 310.544.7108 magla@ix.netcom.com
Nature of Services	Fixed route transportation services throughout the Palos Verdes Peninsula utilizing a combination of 27 cutaway and full-size coaches, many which operate on either CNG or Propane fuel. Responsible for dispatch, operation, supervision and vehicle maintenance of agency buses.
Length of Contract	2008-2015 - 8 Years
Reason for Change	Significantly lower price provided by competitor in rebid process. Could not justify pricing difference to Board of Directors
Type of Fleet Dispatching System	AVL system using "Next Bus" technology as well as "drive cam" technology.
Number of Employees	23
Annual Revenue	\$1.8 Million
Annual Revenue Hours	22,000

D. Ability to Perform

Parking Concepts Inc., dba Transportation Concepts has been a company in existence for over 45 years. Throughout the years we have always been a financially strong organization. There is no past, current or pending financial or legal issues that would in any way jeopardize our ability to continue operating the BCT for the next 5 years.

E. Bankruptcy Filings

Parking Concepts Inc., dba Transportation Concepts has never filed or been a party to any Bankruptcy filings throughout the last 45 years.

F. Early Contract Terminations

Over the last 45 years, Parking Concepts Inc., dba Transportation Concepts has always fulfilled our contractual obligations and never had a contract terminated early for cause.

G. Restrictions, Exceptions, or Accommodations Impacting Successful Provision of Service to BCT

Parking Concepts Inc., dba Transportation Concepts has no restrictions, exceptions or accommodations that would impact our ability to continue providing successful provision of BCT services.

H. Citations, Fines or Orders to Stop Operations by Regulatory Agency or Client Caused by Negligence within the past 5 years

Since its inception 45 years ago, Parking Concepts Inc., dba Transportation Concepts has never had any citation, fine or order to stop operations by a regulatory agency or client caused by negligence.

I. Approach, Capacity and Management Philosophy for Operation of BCT

Transportation Concepts is unique as a transportation contractor in that we only pursue operational projects that will be a good fit for our organization. We focus on the small to medium size operations and commit highly qualified and experienced managers to lead and oversee these operations. Back in 2008, TC recognized that the City of Redondo Beach BCT would be a good fit for our organization. Since our start up on January 1, 2009, we have felt that this had been a great decision as we have developed an extremely successful relationship with the City and the community, and are excited to continue our quest for enhancements to the Beach Cities Transit Services.

Management Philosophy

Although Transportation Concepts operates as a dba under Parking Concepts, the provision of effective transportation operations is the core business of Transportation Concepts. We do not have other businesses that divert focus from our primary objective with our clients, such as the City of Redondo Beach; which is to transport passengers safely and effectively while creating a positive image for the Beach Cities Transit, The City of Redondo Beach, as well as our organization simultaneously. Our concentration remains on your service. If additional support is needed other than the provision of normal services, we have very successful and knowledgeable internal staff that can provide consulting and assistance in the areas of maintenance, labor, risk management, safety, technology, and environmental concerns.

Over the last 37 years, Transportation Concepts has nurtured a management approach/philosophy that is specific to the individual needs of each of our customers. Although it is extremely important to have reliable corporate support, we believe that the service is only as strong as every member of the team. As we have demonstrated to all of our clients over these 3 ½ decades, and specifically, the City of Redondo Beach over the last 10 years, the TC team will always operate as a partner with all City staff in working towards the mutual goal of providing premier service to the residents and visitors of the City of Redondo Beach and surrounding Beach Communities.

Over these last 10 years Transportation Concepts has consistently demonstrated our ability to provide high-quality transit service to the public utilizing BCT. During these years, we have also worked in partnership with the City to enhance technology, procure buses and develop an outstanding and cohesive team approach to a contractual relationship.

Transportation Concepts will continue to consistently strive to ensure the highest quality service is provided in the operation of the Beach Cities Transit Services. Here are some of the methods we utilize to ensure quality control and a higher level of customer service than that of other transportation providers:

Monitoring by Project Manager and Operations Supervisors

On street monitoring consists of road observations and unobserved checks. Road observations are unscheduled checks designed to monitor on-time performance, vehicle cleanliness, and safe and courteous driving. Further detail regarding on-street supervision is included in Section O.



Vehicle and Driver Appearance

The cleanliness of the vehicles that are used for the provision of transit service is an important indicator to the passengers of the quality of the service. Vehicle cleanliness will be monitored daily via rollout inspection. On a daily basis, all vehicles utilized in revenue service will be swept and wiped down by our utility worker. Relative to exterior cleaning, although the current contractual standard is to wash the exterior a minimum of once weekly, based upon the operating environment we have found the need to wash the



vehicles a **minimum of twice weekly**. During those times, our cleaning vendor will perform washing and scrubbing of the full exterior, wheels, area, inside of all windows, scrubbing of oil or other excessive residue off the rear end; dusting or vacuuming of all seats, dashboard, stanchions and exposed surfaces; and sweeping or vacuuming of all floor areas, including the removal of gum, grease, oil, etc. All graffiti, interior and exterior, that is cleanable will be removed as soon

as practicable. An extensive vehicle detail of the exterior and interior of the vehicle will be done every 6 months days. A roll out inspection is conducted monthly by the Project Manager to evaluate cleanliness of buses and attire of drivers and dispatchers.

Bus stop observation includes ongoing monitoring to insure that the image of the service is professionally represented by the cleanliness of each bus stop. On an ongoing basis the Supervisor and/or Project Manager will monitor the condition of all bus stops. In addition, Drivers are instructed to notify dispatch if any vandalism, graffiti, or just a need to be cleaned is in order. In turn, TC staff will notify the City of any bus stop that is need of some TLC.



Transportation Concept's employee uniforms consist of navy blue slacks or shorts in summer, light blue uniform shirts with BCT embroidered logos, dark blue jacket, black shoes and an employee identification tag, worn at all times on the front pocket area of the uniform shirt of jacket. Each employee will be required to be in full uniform at all times while in performance of their duties. Uniforms will always be clean, free of spots, and pressed, and consistent with BCT requirements.



Utilization of Surveys

Passengers



Since TC began contract services we have coordinated simple passenger surveys on selected trips during specific periods throughout the year. The information received from these surveys can help to measure the riders' level of satisfaction.

Employees



Effective proactive relationships with employees are necessary to establish a mutual level of confidence and respect. Interpersonal communication that is open and honest is a necessary ingredient in order to form a trusting relationship. We have found that making our employees feel valued through the active participation of an employee survey is a strong motivator, which can help to heighten performance levels. We conduct employee surveys annually at this location.

City of Redondo Transit Manager

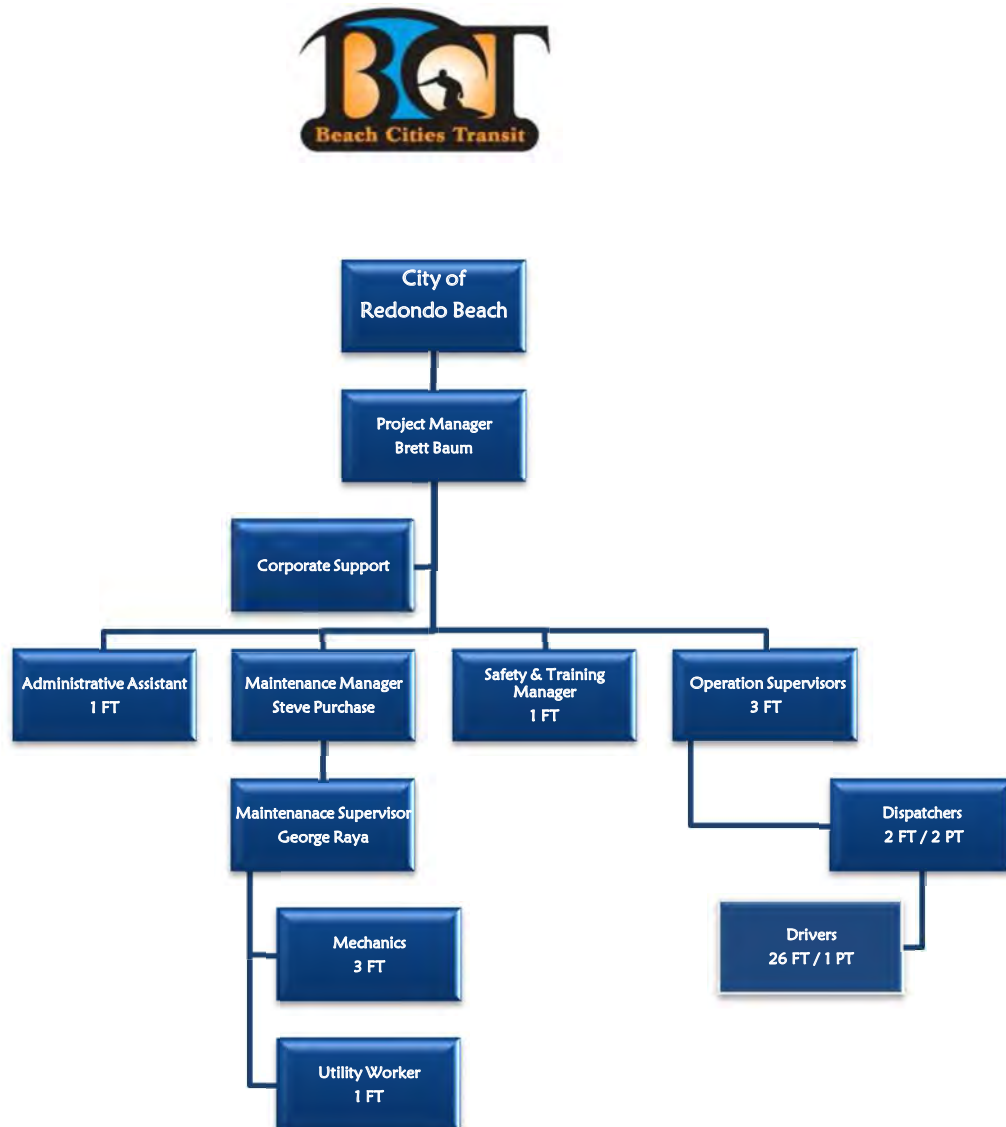


Receiving clear and honest feedback from our clients provides our organization with an additional tool to ensure we are on track towards our goal of 100% satisfaction. Mr. Rich Rogers, our Chief Operating Officer, conducts the survey on an on-going basis. The survey is designed to provide feedback in both a quantitative and qualitative manner. Results of this survey will be shared with the Project Manager and local staff. Any area not exceeding expectations is collectively discussed with a follow up action plan designed to bring about any needed improvements.

J. Organization of the BCT Operation

As mentioned in Section B, our staffing plan has been developed over the last several years in response to continually striving to exceed our client's expectations. Over just the last 5 years the BCT service has experienced several technology enhancements, and we have been partners in working with the City of Redondo Beach to achieve success in the implementation of continual enhancements. As we look ahead over the next 5 years, we know more that additional technology refinements will occur, as well as other enhancements, such as the transit center and the planning integration of a Zero Emission Bus fleet. As the contractor we must have a strong and experienced team in place to insure that we have the ability to continue achieving success.

TC - Beach Cities Transit Organizational Chart



BCT Position Classification Breakdown

Position	Number of Employees	% of Dedicated Time
Drivers	26 FT / 1 PT	100%
Project Manager	1 FT	100%
Operations Supervisor	3 FT	100%
Dispatcher	2 FT/ 2 PT	100%
Administrative Assistant	1 FT	100%
Safety / Training Manager	1 FT	100%
Maintenance Manager	1 PT	50%
Maintenance Supervisor	1 FT	100%
Mechanics – A Level	3 FT	100%
Utility Worker	1 FT	100%

*Total Staff 14.5 FTE

* Exclusive of Drivers

Job Description Summaries	
Job Title	Primary Responsibilities and Functions
Project Manager	<ul style="list-style-type: none"> Primary liaison to the City of Redondo Beach Provides tactical and strategic planning for daily BCT services. Overall responsibility for the BCT services, including safety, system performance, quality, adherence to all governmental regulations, and compliance with the Contractual /TC – established standards and procedures. Ensures system is properly staffed given requirements and goals. Monitors service performance against set goals/targets. Reviews daily, weekly, monthly reports
Dispatcher	<ul style="list-style-type: none"> Ensures that the services are provided in a safe, reliable and timely manner. Ensures that all customer service issues are responded to, resolved and reported in a timely manner. Submits formal operational reports at specified intervals. Takes system reservations Completes all customer service tasks related to telephone requests for information Provides excellent customer service
Operations Supervisor	<ul style="list-style-type: none"> Oversees safety and training for all staff, including Operators and Dispatchers; ensures that refresher training and additional course work are provided as required. Administers safety program. Assists in conducting Behind the Wheel and Classroom training. Provides daily road supervision of drivers
Trainer	<ul style="list-style-type: none"> Carries out Safety Plan for BCT operation Assists in the recruitment and hiring of vehicle operators Provides Classroom and coordinates all behind the wheel trainer Investigates accidents, incidents and near misses and retrain as needed Conducts monthly safety meetings Collectively with Project Manager conducts facility safety audits and OSHA compliance audits
Maintenance Manager & Maintenance Supervisor	<ul style="list-style-type: none"> Follow appropriate maintenance intervals for preventive maintenance program Perform and track all vehicle maintenance activity and repair Comply with all CHP regulations; prepare shop; prepare vehicle records Administer warranty program Provide support to mechanics by assisting in diagnosis and insure safety is always followed Effectively manage and track inventory
Mechanics	<ul style="list-style-type: none"> Perform thorough Preventative Maintenance Inspections Repair defects noted on DVIR Troubleshoot and Diagnosis technical issues Respond to road calls
Utility Worker	<ul style="list-style-type: none"> Provides interior bus cleaning activities for the BCT service Ensures all necessary supplies are purchased and kept on hand Maintains Daily Cleaning Schedules for buses Coordinate with Drivers and Staff.
Driver	<ul style="list-style-type: none"> Safely transport passengers throughout the service area. Provide excellent customer service

K. Wages and Benefits

Obviously TC intends to continue employment with all of our existing employees and is in compliance with California Labor Code 1070-1074. As mentioned in Section H – Supplemental Information, we made a business decision to significantly increase our starting driver wage scale this past year from \$14.00 to \$17.00 per hour to continue to attract and retain the best vehicle operators possible.

Over the course of this last 5 year contract term we have also increased our staffing levels by close to 50 percent as well. We have provided our support staff with marginal increases however we have not adjusted those staff wages proportionate to the rate increases we have provided our drivers this past year. Our commitment to our staff is to make adjustments with the start of a new contract term effective July 1, 2020.

The following is a breakdown of the expected wage rates for the BCT drivers and our proposed wage increases for the support staff beginning July 1st, 2020. We want to insure we have the ability to retain our workforce, or hire additional employees as needed, and not addressing needed staff wage increases will only result in an extremely difficult situation in the future with staff retention as well as the ability to hire additional staff in accordance with any turnover or growth in the system.

Driver	Current Rate	Year 1	Year 2	Year 3
Starting Rate	\$17.00	\$17.60	\$18.20	\$18.80
Wage Average*	\$18.14	\$18.74	\$19.34	\$19.95

*Includes OT

Dispatcher	Current Rate	Year 1	Year 2	Year 3
Starting Rate	\$17.00	\$19.00	\$19.60	\$20.20
Average Wage*	\$18.71	\$19.71	\$20.31	\$20.91

*Includes OT

Operations Supervisor	Current Rate	Year 1	Year 2	Year 3
Starting Rate	\$17.50	\$22.00	\$22.00	\$22.00
Average Wage	\$18.83	\$22.00	\$22.60	\$23.20

Administrative Assistant	Current Rate	Year 1	Year 2	Year 3
Starting Rate	\$19.00	\$21.00	\$21.60	\$22.20
Average Wage	\$19.00	\$21.00	\$21.60	\$22.20

Maintenance Supervisor	Current Rate	Year 1	Year 2	Year 3
Starting Rate	\$26.00	\$28.00	\$28.60	\$29.20
Average Wage	\$26.00	\$28.00	\$28.60	\$29.20

Mechanic	Current Rate	Year 1	Year 2	Year 3
Starting Rate	\$26.00	\$27.00	\$28.00	\$29.00
Average Wage	\$27.25	\$28.25	\$29.25	\$30.25

Utility/Service Worker	Current Rate	Year 1	Year 2	Year 3
Starting Rate	\$15.00	\$16.00	\$17.00	\$18.00
Average Wage	\$15.00	\$16.00	\$17.00	\$18.00

Employee Benefits

TC will continue to provide health care under either the company Blue Shield plan or the Union Kaiser plan. The premium will be shared between TC and the employee based upon the Collective Bargaining Agreement for Drivers and Maintenance Staff or the Company Plan for all other positions. Vacation and other paid time off are also included. New employees will be eligible for benefits after six months of employment.

KAISER PERMANENTE. thrive

Medical, Dental and Vision Care Plans – Coverage is available to all full-time eligible employees (working 30 hours or more) and their dependents through either Blue Shield or Kaiser Permanente for medical, and Humana for Vision and Dental. Dependent coverage is also available. This particular plan generally covers 100% of the cost of most covered medical care, provided the care is received from in network providers (with minimal co-payment). Employees would choose a primary care physician who will facilitate care and recommend the employee to specialists if necessary.



BlueShield

401K Plan – We recently worked with Teamsters to open up their 401k plan to all of the BCT employees. Although the company currently does not provide a contribution percentage, we are anxious for our employees to take advantage of this savings plan.

Voluntary Employee Benefits Offered:

Group Accident Insurance – Helps offset unexpected medical expenses, such as emergency room fees, deductibles and co-payments.

Group Critical Illness Insurance - Supplements major medical coverage by providing a lump sum benefit that the employee can use to help for the direct and indirect costs related to critical care.

Group Disability Insurance – Replaces a portion of income to help employee make ends meet if they become disabled from a covered accident or sickness.

Group Hospital Confinement Indemnity Insurance - Provides a lump-sum benefit for a covered hospital confinement or a covered outpatient surgery. Designed to help cover co-payments and deductibles that are not covered by most major medical plans.

Group Term Life Insurance – Offers a predictable way to provide more coverage at affordable prices during high-need years.

Employee Incentive Programs

Transportation Concepts is committed to improving and maintaining the success of all employees. We are committed to provide employees many different programs that encourage and reward those who are safe in their work and take an interest in improving their career.

- Safety Meetings are held monthly and are a time where all employees can get together and share their experiences to help one another with similar issues faced day to day. Meetings include networking with other transit employees, resourceful presentations, community speakers and wellness improvement information. During the meetings a selection of food is prepared from suggestions by the employees.
- Employee of the Month is a program that highlights a very outgoing and committed employee who embodies the goals of safety and service to the community. This employee is selected by management with the input from performance evaluations, employee survey and customer feedback. This employee is given a small gift and is recognized publically for their achievement.
- Employee Appreciation Day is held twice a year by TC to reward and acknowledge all of our employees. During appreciation day, management provides a special lunch to all employees, their families and friends as well as riders and transit stakeholders. This event allows employees to show off their other life passions such as cooking, music, and art that can be shared with everyone who attends.



The employee incentive program for the BCT operation will continue to be customized and aligned with contract goals and objectives as outlined throughout the contract term. We believe in providing the employees input as to the specific program to be put in place. This gives each employee a sense of ownership, pride, accountability and increased motivation to perform.

Additionally, all employees also participate in our safety incentive program described in the safety program Section P of this proposal

L. Hiring/Screening Procedures

Hiring the Right Person

One of the significant keys to success for any organization is to find the right person who can embody all of the key characteristics necessary and sought by a customer service driven organization. Transportation Concepts utilizes a thorough, seven-step selection process in order to identify the right candidate to hire and train as a member of our team. The seven steps include:

<u>Job Description</u> <ul style="list-style-type: none"> After filling out an application, an applicant is given a job description that describes in detail all of the aspects of the job. This lets the applicant know up front the requirements of the job and makes a statement very early on to the applicant about the importance of safety in the operation. 	<u>Application review.</u> <ul style="list-style-type: none"> This process includes statements by the applicant regarding their previous employment history, previous driving record history, any history of vehicle accidents, and any history of workplace injuries. This brings up potential 'red-flags' that may exist in an applicant's background as far as safety is concerned. 	<u>Motor Vehicle Record Check</u> <ul style="list-style-type: none"> Applicants are required to submit a current H-6 printout from the Department of Motor Vehicles, which details the applicants' driving record for the past ten years. Any applicant who is unable to produce the original H-6 document is not given further consideration for employment.
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<u>Interview</u> <ul style="list-style-type: none"> All of the supervisors who are responsible for interviewing are trained in specific questions to ask that, among other things, will identify an individual's safety awareness. The purpose of the interview is to add clarification and further detail to the information contained on the application form. Individuals who are able to follow directions and maintained satisfactory relationships with their former supervisors and coworkers, have been found to be strong candidates to become safe employees. 	<u>Reference Checks.</u> <ul style="list-style-type: none"> 3 most recent employers must be indicated on the application. They must sign an authorization form, which gives permission to their former employer to comment upon their performance as an employee. Any warning signs regarding the safe working practices of the applicant will raise serious questions as to their suitability as a Transportation Concepts employee. 	<u>Criminal Background Check.</u> <ul style="list-style-type: none"> All applicants who are required to complete a criminal background check. This check, conducted by the company in conjunction with InfoLink, will identify any criminal convictions that the applicant may have incurred. 	<u>Physical and Drug Test.</u> <ul style="list-style-type: none"> All Transportation Concepts employees must pass a physical examination and a drug screen prior to being accepted as an employee. The company's physical examination meets the Department of Transportation requirements and results in a DOT medical card. The company's drug screening program is conducted by US Healthworks and meets all Federal Transit Administration guidelines.
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Recruitment

We have a solid recruiting plan in place at BCT operation that involves utilizing external hiring companies to assist in recruitment, as well as getting out into the community to seek those that reside locally. This past year, like every other transit operator in Los Angeles County, we experienced some significant challenges in retaining newly hired employees. As mentioned earlier, we made a business decision to increase the Driver wages \$3.00 per hour, resulting in a twenty percent (20%) increase to our starting rate. This served to not only retain our existing drivers, but it had a positive impact on a number of past employees, who had previously left for other better paying transit operator jobs, return to be rehired by TC.

Ongoing recruitment includes advertisement on our website and in the local media as well as going through local employment centers and utilizing an agreement with a local recruitment company.

Employee Selection

Success in any service driven industry starts with hiring the right people. Transportation Concepts has developed a comprehensive and thorough approach to the screening and selection program for our potential team members.

Operation and Maintenance of Beach Cities Transit

Job Description

When an applicant applies with Transportation Concepts they fill out an application online for employment, they are given a job description that describes in detail all of the aspects of the job that the applicant will be expected to perform if they are selected for the position.

Application review

The review of the application includes statements by the applicant regarding their previous employment history, their previous driving record history, any history of vehicle accidents, and any history of workplace injuries.

Motor Vehicle Record Check

Each applicant is required to submit a current driver record history printout from the Department of Motor Vehicles, which details the applicants' driving record for the past five years. Only original, current driver record history reports are accepted. Any applicant who is unable to provide this is not given further consideration.

Interview

All of the staff responsible for interview's have been trained in specific questions to ask that among other things will identify an individual's initial skills and more importantly their attitude towards passengers, peers and the service they were provide.

Reference Checks

The applicants must identify on the application form their three most recent employers. In addition, they must sign an authorization form, which gives permission to their former employer to comment upon their performance as an employee. Additionally, pursuant to 49 CFR Part 40 Drug and Alcohol Testing, the applicant must sign a "Release of Information form". The employment references and release of information form that each applicant has identified are contacted and questioned about the work performance and prior D&A history of the applicant. All of the responses gained through these references are documented in order to provide organization and structure to the process.

Criminal Background Check

Each current Transportation Concepts Operator providing service for Beach Cities Transit has successfully passed both a company background check as well as an e-verify clearance before hiring. These qualifications must also be maintained throughout employment.

- Must have five years of driving experience.
- May have one break or interruption in holding a valid license of no more than 90 days during the five-year period immediately preceding the submittal of an employment application. The break or interruption cannot be the result of a state having suspended or revoked the license and the candidate must still be able to demonstrate that they have a minimum of five years driving experience.
- No felony convictions.
- No more than two at-fault or preventable accidents in the last three years.
- No more than two convictions of moving violations in the last three years.
- When combined, no more than two incidents (preventable accidents or moving violations) during the last three years.

- No record of DUI or DWI within the past 15 years.
- Not subject to outstanding warrants for arrest

Physical and Drug Screening

All Transportation Concepts employees must pass a DOT physical examination and a drug screen prior to being accepted as an employee. The company's physical examination and drug screening program meets the Department of Transportation (DOT) requirements. The company's local DOT certified facility is Concentra Medical Group who conducts the medical screening and issues a DOT medical certificate. The company's drug screening program is conducted locally by Concentra which meets all Federal Transit Administration guidelines.



Final Selection Criteria

Once the employee completes the seven steps, the following criteria will be reviewed again and must be met before employment is offered:

- Five years minimum driving experience, including a minimum three year U.S. residence.
- Minimum 21 years of age.
- Possession of all required licenses, including a Commercial Driver's License Class B driver's license.
- Have the ability to obtain the special permits and endorsements.
- Proven ability in the area of customer service.
- Be able to speak, write and understand English and possess the capability to perform simple mathematic functions.
- Provide proof of U.S. citizenship or legal alien status, must have lived in the United States for three years.
- No negative feedback on ex-employment references.
- Demonstrate compassion and sensitivity for customer service and passenger assistance.

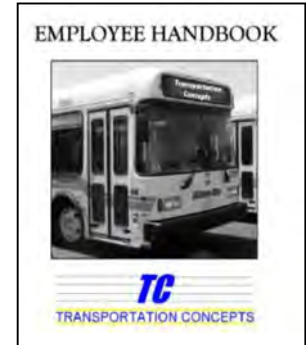
In addition, if it is discovered through a Motor Vehicle Record Check that an existing employee has an infraction and has not notified us it could lead to termination. If the employee has notified us, the infraction could result in re-training or termination depending on the contract and the infraction.

M. Personnel Handbook and D&A Testing Practices

Employee Handbook

Our Employee Handbook is vital, as it sets the tone for the company's expectations of its employees. The Handbook incorporates our philosophy for excellence and ensures that all employees understand that our success is a result of their efforts.

Our Employee Handbook has recently gone through a revision to stay current with both state and federal laws, and is included at the end of this section.



Drug and Alcohol Screening

Transportation Concepts is committed to providing consistently safe and dependable transportation service to the passengers of the transit systems that it operates. In compliance with these goals, and with the Federal Transit Administration's requirements, the company has adopted a Drug-Free Workplace Policy.

The Screening Guarantee:

- To ensure that employees are not impaired in their ability to perform their assigned duties in a safe, productive and healthy manner.
- To create a workplace environment free from the adverse effects of drug and alcohol use and misuse.
- To prohibit the unlawful manufacture, distribution, dispensing, possession or use of controlled substances
- To encourage employees to seek professional assistance anytime personal problems, including alcohol or drug dependency, adversely affect their ability to perform assigned duties.



Transportation Concepts' Drug and Alcohol screening policy applies to all safety-sensitive and non-safety-sensitive Transportation Concepts employees, paid part-time employees and contractors when they are on TC property or performing any transit related business for TC.

All safety-sensitive and non-safety-sensitive employees shall be subject to the following testing:

- ❖ Pre-Employment
- ❖ Random
- ❖ Post-Accident
- ❖ Return to Duty (after Leave exceeding 30 days)



and



EMPLOYEE HANDBOOK



Dear New Employee:

Welcome to Parking Concepts, Inc. We are pleased to have you join us in our commitment to provide the highest level of quality parking, valet and transportation services to each of our customers.

Our ability to achieve this commitment is dependent upon your excellent job performance. As an employee of Parking Concepts, Inc., the quality of your performance plays a key role in determining your future and the future prospects of our Company. We are in the business of providing service and our continued success depends upon how we measure up to our customers' expectations. As a front line service provider, our customers' first impression of you has much to do with their view of our Company.

We encourage input from our employees. If you feel there is a better, more efficient way to do things, we want to know about it and welcome your suggestions.

Each of the officers of Parking Concepts has at some point in their career performed the same duties you will be performing. Therefore, we are sensitive to the problems you may encounter in the day-to-day operation and will always be ready to assist you.

Again, we welcome you to Parking Concepts, Inc. and we are happy to have you as a member of our team.

Very truly yours,

A handwritten signature in black ink, appearing to read "Gill Barnett", is shown within a light gray rectangular box.

Gill Barnett
President
Parking Concepts, Inc.

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Section 1

INTRODUCTION

1.1 **Company Overview**

Gill Barnett founded Parking Concepts, Inc. ("PCI") in 1974 with a focus on California parking needs. For more than four decades, PCI has set a standard for excellence in the parking industry. From the beginning, we focused on what is the most important consideration in the parking and transportation business – service.

Our team of seasoned professionals possesses unequalled local experience, knows the market inside and out, and enjoys a proven track record.

Today, PCI leases, manages or operates nearly 200 facilities ranging from 200 to 25,000 spaces. These include commercial facilities, office buildings, shopping centers, hotels and restaurants, hospitals and medical buildings, recreational facilities and airports. Additionally, we provide shuttle and transportation services for various city and county agencies, along with private entities, through our Transportation Concepts division.

The PCI management team is involved in all aspects of every parking facility and transportation service operation we oversee. Each team member is motivated to achieve exceptional results. We are extremely proud of our reputation for providing the highest level of service in a professional and cost efficient manner.

In addition to our Company-owned Los Angeles and Orange County headquarters facilities, we also maintain regional offices in Glendale, Ontario, Santa Ana, San Francisco, and Dallas, Texas. We are committed to being the best and most highly respected provider of parking and transportation services in California and wherever we do business.

1.2 **President Gill Barnett Overview**

In 1957, while studying business and engineering at El Camino College, Gill began his parking management career at Los Angeles International Airport as part of the management team that inaugurated LAX's new central terminal complex.

In 1968, working in concert with Marsh McMurray, Gill launched a parking division for a major publicly held corporation. Within six years, Gill and Marsh were instrumental in the development of 240 parking facilities, spanning twelve states.

In 1974 Gill and Marsh, tired of constant air travel and being away from their families, left and founded PCI. Their goal was simple: *To establish a successful local parking management firm based on state-of-the-art technology and energetic management.* The focus: customer satisfaction. Their goal was achieved early and PCI has gone on to be highly respected for its quality customer service and major innovations in the parking industry. Today, Gill continues to utilize his hands-on style of management as he did in 1974. This tradition has continued to grow by means of excellence in senior management and staff that support the "get-it-done, do-it-now" approach to facility management.

In 1982, PCI formed its Transportation Concepts division after it was awarded the shuttle bus contract at the Ontario International Airport. Through its Transportation Concepts division, PCI provides transportation service solutions to individuals, companies and governmental agencies that is tailored to meet each customer's unique needs and is safe, reliable and cost-effective.

As past President of the Parking Association of California, a member of the National Parking Association Executive Board of Directors and an active member of numerous trade and civic organizations, it is clear that Gill will always have a desire to serve. His personal involvement is reflected in the quality service each client of PCI receives.

1.3 PCI Mission Statement

PCI's mission is to provide
professional parking and transportation services
which are accurate, consistent,
responsive and innovative;
to safeguard and enhance
client image and assets;
and
to provide opportunity, growth and
satisfaction for our employees."

Our Goal

To provide the finest parking management and transportation services in the industry.

Our Strategy

We employ people who are committed to serving customer's needs.
We offer our customers the best possible quality and value in parking services.
We provide efficient, accurate and reliable services.

Our Principles

Our customers' complete satisfaction is our daily goal. We accept the responsibility to earn the trust and loyalty from our customers and never take our business relationships for granted. We strive to provide excellent service through every department and every employee in the Company.

We recognize that our customers' loyalty is the basis for our continued growth as a company and is the livelihood of every employee. Therefore, each employee at every level at PCI is committed to treating our customers in a business-like manner.

Our employees are the backbone of PCI. The success of the organization as a whole depends on the abilities, character and integrity that each person brings to his or her role in this organization.
Each employee's job is vital to the Company. Degrees of responsibility vary, but all employees' responsibilities are essential to the fulfillment of our goal.

PCI strives to create an environment where our employees actively use their talents and energies to meet the needs of our customers. We believe that work is rewarding and fulfilling when employees understand how they contribute to the success of the whole. Therefore, PCI regularly shares information about the Company's progress and encourages employees to share their ideas while gaining an understanding of how the business works.

Profitable Growth and Sound Management

PCI believes in the free enterprise system and the profit motive as the best instruments for satisfying customers' needs and for producing the greatest common good. PCI will strive to be well-managed, highly profitable and financially strong for the benefit of its customers and employees.

Public Responsibility

PCI will be a responsible citizen in the community and will encourage its employees to participate in practical programs for community betterment.

1.4 Purpose of the Handbook

This employee handbook (the “Handbook”) is designed to provide you with information about working conditions, employee benefits, and some of the policies affecting your employment with PCI. PCI and its Transportation Concepts division are part of the same company and, unless otherwise indicated, the provisions of this Handbook apply to all PCI employees, including those working for PCI’s Transportation Concepts division. In this Handbook, PCI and its Transportation Concepts division or collectively referred to as “PCI” or the “Company.”

This Handbook sets forth some of PCI’s current policies and is designed to familiarize employees with important policies and procedures. The Handbook was developed to describe some of the expectations of our employees and to outline the policies, programs, and benefits available to eligible employees. All employees are expected to read and become familiar with the contents of the Handbook. The Handbook will answer many questions about employment with PCI.

This Handbook replaces any other handbooks you may have received and any verbal policies or practices that may have been previously communicated to you. With the exception of the At-Will Employment policy in Section 2.5, below, the Acknowledgement and At-Will Employment Agreement at the end of the Handbook, and the Mutual Agreement to Arbitrate Claims at the end of the Handbook, PCI reserves the right to revise, modify, delete or add to any and all policies, procedures, work rules or benefits stated in the Handbook or in any other document. Written changes to the Handbook will be distributed to employees from time to time to make employees aware of new policies or procedures.

With the exception of the At-Will Employment policy in Section 2.5, below, the Acknowledgement and At-Will Employment Agreement at the end of the Handbook, and the Mutual Agreement to Arbitrate Claims at the end of the Handbook, the Handbook should not be construed as creating any kind of employment contract. The Acknowledgment and At-Will Employment Agreement at the end of the Handbook, sets forth the entire agreement between each employee and PCI as to the duration of employment and the circumstances under which employment may be terminated. Nothing in the Handbook or in any other personnel document creates or is intended to create a promise, representation, or agreement for continued employment or termination only for good cause.

After reading the Handbook, and throughout your employment, you may have questions about PCI’s policies, practices, benefits, or other matters discussed in the Handbook. Please direct such questions to your supervisor or manager, or to the Human Resources Manager.

1.5 Collective Bargaining Agreements

Employees who are enrolled members of a Collective Bargaining Unit are subject to policies and procedures contained in this Handbook unless the applicable Collective Bargaining Agreement provides otherwise, in which case the terms of the Collective Bargaining Agreement control.

1.6 Local Wage Ordinances

The following California cities and counties have adopted local wage ordinances which contain various provisions, such as minimum wages rates, paid sick leave, and other topics affecting employees working within their boundaries:

Albany	Anaheim	Berkeley	Davis
Emeryville	Fairfax	Hayward	Long Beach
Los Angeles	Los Angeles County	Marin County	Oakland
Oxnard	Pasadena	Petaluma	Port Hueneme
Port of Los Angeles	Port of Oakland	Richmond	Sacramento
San Diego	San Jose	San Leandro	San Mateo County
Santa Barbara	Santa Clara County	Santa Cruz	Santa Cruz County

Santa Monica	Sebastopol	Sonoma	Sonoma County
Ventura	Ventura County	Vernon	Watsonville
West Hollywood			

To the extent that any provisions of this Handbook are inconsistent with the terms of an applicable municipal or county wage ordinance, the terms of the applicable wage ordinance control.

Section 2

GENERAL EMPLOYMENT POLICIES

2.1 Employment Applications

PCI relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment. In compliance with California law, PCI will not discharge or take other adverse action against an employee who updates or attempts to update his or her personal information that is not directly related to skill set, qualifications, or knowledge required for the job.

2.2 Employment Reference Checks

To ensure that individuals who join PCI are well qualified and have a strong potential to be productive and successful, PCI reserves the right to check the employment references of all applicants.

2.3 Collection and Use of Personal Information

During the application process and/or during employment, PCI collects various categories of personal information regarding applicants and employees, including:

- Name, address, telephone number and email address;
- Demographic information (e.g., gender, race, national origin, age) as required by federal equal opportunity laws and regulations;
- Social Security number;
- Bank and bank account number (if enrolled in direct deposit);
- Immigration status / Right to work in the United States;
- Education;
- Military service and training;
- Other specialized training relevant to job duties;
- Prior work experience;
- Criminal convictions (information requested after conditional offer of employment);
- Reasons for leaving prior employment;
- Names, ages and addresses of spouse, domestic partner and dependents (regarding benefit enrollment);
- Driving record (requested from employees who drive as part of their job duties);
- Identity of friends and relatives who work for PCI;
- Medical information (related to leaves of absence, drug and alcohol testing, administration of medical insurance, and/or workers' compensation);
- Biometric information (for identification and timekeeping);
- Internet and email usage while at work and using PCI-owned devices; and
- Literacy (when job related and consistent with business necessity).

Such personal information is used solely to: (1) evaluate applicants for employment and employees for continued employment, raises, and promotions; (2) identify employees in the timekeeping system; (3) issue wage payments to employees; (4) administer employee benefit plans for employees and their dependents; (5) administer leaves of absence; (6) administer workers' compensation insurance; and (7) ensure compliance with PCI's personnel policies. Workforce demographic information is used solely to comply with annual EEO-1 reporting obligations. Medical information is used solely for leave of absence administration, drug and alcohol testing, administration of medical insurance, and/or workers' compensation.

PCI does not sell its applicants' or employees' personal information. PCI protects its applicants' and employees' personal information from inadvertent disclosure and restricts access to such information to

management-level employees on a need-to-know basis. PCI does not disclose its applicants' or employees' personal information to third parties, including but not limited to other employers or government agencies, unless required by law.

2.4 Immigration Law Compliance

PCI is legally required to employ only United States citizens and non-citizens who are authorized to work in the United States. PCI does not unlawfully discriminate on the basis of citizenship or national origin. In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete an Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with PCI within the past three years, or if their previous I-9 is no longer retained or valid. Failure to provide these documents within three days of date of hire will result in termination.

2.5 Employment At Will

Upon receipt of this Handbook, you will be required to sign the Employee Acknowledgment and At-Will Employment Agreement (the "At Will Agreement") and Mutual Agreement to Arbitrate Claims (the "Arbitration Agreement"), which are printed at the end of the Handbook. As discussed in the At Will Agreement, your employment with PCI is at-will employment. This means that you may resign from employment at any time, with or without cause and with or without notice, and that PCI may transfer, reassign, suspend, or demote you, or terminate the employment at any time, with or without cause and with or without notice. Your status as an at-will employee can only be changed by an express, written employment agreement signed by PCI's President.

No statements made in pre-hire interviews or discussions or in recruiting materials of any kind may alter the at-will nature of employment or imply that termination of employment will occur only for cause. This Handbook supersedes any and all prior handbooks, written documents or oral representations that contradict the at-will nature of your employment.

The policies of the Handbook have been developed at the discretion of management and, with the exception of the At Will Agreement and the Arbitration Agreement, these policies and the terms and conditions of employment with PCI may be modified at the sole discretion of PCI, with or without cause or notice at any time. The Handbook is intended to be a guideline and, except the At-Will Agreement and Arbitration Agreement, no express or implied contract concerning any term or condition of employment can be established by any statement, conduct, policy, or practice contained in the Handbook or implemented by PCI in the workplace.

2.6 Equal Employment Opportunity

a. Equal Opportunity; Protected Classifications. PCI is an equal opportunity employer and strives to comply with all applicable laws prohibiting discrimination based on race (including natural and protective hairstyles associated with race, such as braids, twists and locks), color, religious creed, religious belief (including dress or grooming practices), gender, sex, gender identity, gender expression, sexual orientation, marital/domestic partner status, citizenship, national origin and ancestry (including language use linguistic characteristics, tribal affiliation, membership in organizations identified with a national origin participation in schools or religious institutions associated with a national origin, having a name associated with a national origin, and protected use of driver's licenses granted under the California Vehicle Code), mental or physical disability (including AIDS and HIV status), medical condition (including cancer and genetic information or characteristics, or those of family members), pregnancy, childbirth, breastfeeding (including medical conditions related to pregnancy, childbirth or breastfeeding), age, military and veteran status, status as a victim of domestic violence, sexual assault, or stalking, use of any legally protected leave, and/or any other consideration made unlawful by federal, state or local laws. In addition, PCI prohibits discrimination based on the perception that anyone has any of those characteristics, or is

associated with a person who has or is perceived to have any of those characteristics. *All such discrimination is prohibited.* This policy applies to all terms and conditions of employment, including but not limited to, hiring, placement, promotion, demotion, termination, layoff, transfer, leaves of absence, compensation and training.

b. Persons Covered by Policy. PCI is committed to complying with all laws providing equal employment opportunities that are applicable to PCI. This commitment applies to all persons involved in the operation of PCI and prohibits unlawful discrimination by any employee of PCI, including managers, supervisors and co-workers.

c. Persons with Disabilities. To comply with applicable laws ensuring equal employment opportunities for qualified individuals with disabilities, PCI will make reasonable accommodation for the known physical or mental disabilities of otherwise qualified applicants and employees, unless undue hardship would result. Any applicant or employee who requires an accommodation to perform the essential functions of the job should contact his/her supervisor or the Human Resources Manager and request such an accommodation. If possible, the individual with disability should specify what accommodation he/she needs to perform the job. PCI will then conduct an investigation to identify the essential functions of the position, barriers that make it difficult for the applicant or employee to have an equal opportunity to perform his/her job, and whether there is a reasonable accommodation that would not represent an undue hardship. In the process of determining a reasonable accommodation, PCI will enter into a good-faith, interactive process with the applicant or employee to identify possible accommodations, if any, that will help overcome the limitation. If the accommodation is reasonable and will not impose an undue hardship, PCI will make the accommodation.

d. Equal Pay for Substantially Similar Work. In accordance with state and federal law, the Company provides employees with equal pay for substantially similar work when viewed as a composite of skill, effort and responsibility, and without regard to gender, race or ethnicity. During the recruiting process, the Company does not request prior compensation history from any applicant. The Company prohibits retaliation against an employee or applicant for inquiring about wage rates, disclosing the employee's own wage rate to other employees, or discussing wage rates with other employees.

e. Who to Contact. An employee who has questions or concerns about discrimination in the workplace, or believes that he/she has been subjected to any form of unlawful discrimination, should bring his/her concerns to the attention of the Human Resources Manager, the Vice President of PCI, the Chief Operating Officer of Transportation Concepts, or the President. Whenever possible, the employee's complaint should be specific and should include the names of the individuals involved and the names of any witnesses. PCI will immediately undertake an effective, thorough and objective investigation in accordance with Internal Complaint Process discussed below. If PCI determines that prohibited discrimination has occurred, effective remedial action will be taken commensurate with the severity of the offense. Appropriate action also will be taken to deter any future discrimination.

f. Retaliation Prohibited. PCI will not retaliate against an employee for making a complaint under this policy and PCI prohibits retaliation by managers, supervisors and co-workers. No employee will be subject to any form of discipline or retaliation for reporting perceived violations of this policy, pursuing any such claim, or cooperating in any way in the investigation of such claim. Appropriate disciplinary action may be taken with respect to an employee who violates this policy, up to and including termination of employment.

2.7 Harassment Prevention Policy

a. Prohibited Conduct. PCI is committed to providing a work environment free of unlawful harassment based on race (including natural and protective hairstyles associated with race, such as braids, twists and locks), color, religious creed, religious belief (including dress or grooming practices), gender, sex, gender identity, gender expression, sexual orientation, marital/domestic partner status, citizenship, national origin and ancestry (including language use linguistic characteristics, tribal affiliation, membership

in organizations identified with a national origin participation in schools or religious institutions associated with a national origin, having a name associated with a national origin, and protected use of driver's licenses granted under the California Vehicle Code), mental or physical disability (including AIDS and HIV status), medical condition (including cancer and genetic information or characteristics, or those of family members), pregnancy, childbirth, breastfeeding (including medical conditions related to pregnancy, childbirth or breastfeeding), age, military and veteran status, status as a victim of domestic violence, sexual assault, or stalking, use of any legally protected leave, and/or any other consideration made unlawful by federal, state or local laws. In addition, PCI prohibits harassment based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived to have any of those characteristics. *All such conduct is prohibited.*

b. Persons Covered by Policy. This policy applies to all persons involved in or related to PCI's business operation and prohibits unlawful harassment by any employee, supervisor, manager, third party or visitor, including by way of example, any contractor, temporary employee, vendor, or other third party that comes into contact with any employee of PCI. PCI specifically prohibits its customers, vendors, suppliers, independent contractors and others doing business with PCI from harassing its employees.

c. Employee Defined. For purposes of this policy, an "employee" also includes unpaid interns, volunteers and persons providing services to PCI pursuant to contract. All such persons are both protected by this policy and prohibited from engaging in harassment, discrimination or retaliation.

d. Individual Liability. An employee who engages in unlawful harassment of a co-employee may be held personally liable for the harassment, regardless of whether PCI knew or should have known of the conduct.

e. Examples of Prohibited Sexual Harassment. Sexual harassment includes a broad spectrum of conduct including harassment based on gender, gender identity, gender expression, transgender or sexual orientation (meaning one's heterosexuality, homosexuality, or bisexuality), regardless of whether the person subjected to harassment has sustained a loss of tangible job benefits. Some examples of unacceptable behavior include:

- Explicitly or implicitly conditioning an employment benefit (such as a raise or promotion or assistance with one's career) on an applicant or employee's submission to sexual advances or other conduct based on sex, or threatening an employment detriment (such as termination, demotion, or disciplinary action) for an employee's refusal to engage in sexual activity;
- Unwanted sexual advances;
- Visual conduct, such as leering, making sexual gestures, or displaying sexually suggestive objects, pictures, cartoons or posters;
- Verbal sexual advances, propositions, requests or comments;
- Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, and suggestive or obscene letters, notes or invitations;
- Physical conduct, such as touching, assault, impeding or blocking movement;
- Physical or verbal abuse concerning an individual's gender or the actor's perception of the individual's gender;
- Verbal abuse concerning a person's characteristics such as vocal pitch, facial hair or the size or shape of a person's body, including remarks that a male is too feminine or a female is too masculine; and
- Other unwelcome comments or conduct based on sex that unreasonably interfere with an employee's work performance or create an intimidating, hostile, or offensive work environment.

Sexual harassment includes offensive conduct based upon the victim's gender, transgender or sexual orientation. However, sexually harassing conduct need not be motivated by sexual desire.

f. Examples of What Constitutes Other Prohibited Harassment. In addition to the above listed conduct, PCI strictly prohibits harassment based upon race, color, religion, national origin, age or any other protected characteristics. Some examples of prohibited harassment concerning race, color, religion, national origin, age or other protected characteristics include:

- Slurs, epithets, and other offensive remarks;
- Jokes, whether written, verbal, or by e-mail;
- Threats, intimidation, and other menacing behavior; and
- Other verbal, graphic, or physical conduct predicated upon one or more of the protected characteristics identified in this policy.

If you have any questions about what constitutes harassment in violation of this policy, ask your supervisor or the Human Resources Manager for clarification.

g. Harassment of Third Parties. Harassment of PCI's clients, vendors, suppliers or independent contractors, or of the employees of PCI's clients, vendors, suppliers or independent contractors, is also strictly prohibited. Such harassment includes the types of behavior specified in this policy, including sexual advances, verbal or physical conduct of a sexual nature, sexual comments and gender-based insults. Any such harassment will subject an employee of PCI to disciplinary action, up to and including termination of employment.

2.8 Internal Complaint Process

a. Who to Contact. If you believe you have been subjected to harassment, discrimination or retaliation by another employee, supervisor, manager or other person involved in or related to PCI's business operation, you should immediately contact the Human Resources Manager, the Vice President of PCI, the Chief Operating Officer of Transportation Concepts, or the President. In addition, if you observe discrimination, harassment or retaliation by another employee, supervisor, manager or non-employee in violation of PCI's policies, you should report the incident immediately to the Human Resources Manager, the Vice President of PCI, the Chief Operating Officer of Transportation Concepts, or the President.

b. Special Role of Supervisors. Supervisors have a special role in preventing discrimination, harassment, and retaliation. All managers and supervisors are responsible for:

- Implementing the PCI policies on Equal Employment Opportunity and Harassment Prevention;
- Ensuring that all employees they supervise have knowledge of and understand the policies;
- Taking and/or assisting in prompt and appropriate corrective action when necessary to ensure compliance with the policies; and
- Always acting in a manner consistent with the policies.

A supervisor who observes discrimination, harassment or retaliation in violation of PCI's policies, or who receives a complaint of misconduct in violation of the policies, should immediately report the matter to the Human Resources Manager or PCI's President.

c. Confidentiality. Complaints of discrimination, harassment or retaliation in violation of PCI's policies may be made orally or in writing. Complaints will be treated as confidential to the extent possible, consistent with PCI's obligation to conduct a thorough and impartial investigation. Because PCI is obligated to investigate complaints, complete confidentiality is not possible and is never promised to any employee.

d. Assignment of Investigator. Upon receipt of a complaint, PCI will designate a qualified, impartial person to conduct a fair, timely and thorough investigation. The investigator will report his or her progress to PCI's President or to another designated officer, who will track the progress of the investigation and ensure its timely completion and closure.

e. **Scope of Investigation.** The investigator will interview the person making the complaint, the accused person, and any percipient witnesses. The investigator will also review any relevant documents.

f. **Findings and Conclusions; Disciplinary Action.** At the conclusion of the investigation, PCI will make a determination of whether a violation of its policies has occurred. If PCI determines that a violation has occurred, it will take prompt and effective action to ensure that no further discrimination, harassment or retaliation occurs. Any employee or independent contractor determined by PCI to have violated PCI's policies will be subject to appropriate disciplinary action, up to and including termination. A Company representative will advise all parties concerned of the results of the investigation.

g. **No Retaliation.** All complaints of discrimination, harassment and/or retaliation which are reported to management will be investigated promptly and corrective action will be taken whenever warranted. PCI will not retaliate against an employee for making a complaint and will not tolerate or permit retaliation by any manager, supervisor, co-worker, or other person involved in or related to PCI's business operation. Disciplinary action will be taken against any employee who attempts to discourage or prevent another from using PCI's complaint procedure to report a violation.

h. **Periodic Training.** PCI regularly provides harassment awareness training, including managerial, supervisory, and employee orientation courses. A copy of PCI's harassment policy is made available to all new employees. Additional information regarding prevention of harassment is available from the United States Equal Employment Opportunity Commission, www.eeoc.gov, and the California Department of Fair Employment and Housing, www.dfeh.ca.gov.

2.9 Transfers and Career Advancement

PCI encourages employees to apply for promotions to positions for which they are qualified. Promotions and transfers are based on the ability, qualifications, performance and potential of the candidates for such positions as determined by the Company. If you are interested in a promotion or transfer, please complete a "Transfer Request" form which may be obtained from your supervisor or manager.

2.10 Employee Relations

PCI believes that the working conditions, wages, and benefits it offers to its employees are competitive with those offered by other employers in this area and in this industry. An employee who has concerns about working conditions or compensation is strongly encouraged to voice such concerns openly and directly to his/her supervisor or manager.

2.11 Open Door Policy

If you have questions concerning your job or encounter a work-related problem, we encourage you to discuss the matter with us. PCI cannot address your questions or problems unless we know about them.

If you have a problem, please talk to your supervisor or manager as soon as possible. Your supervisor or manager is the person responsible for what goes on in your work area and may be in the best position to help you.

If you prefer not to speak with your supervisor or manager, or if you feel your supervisor or manager cannot or has not addressed your problem, please contact your District Manager to discuss the concern. If you still feel the need to speak to management after discussing your problem with the District Manager, you should contact the Human Resources Manager, the Vice President of PCI, the Chief Operating Officer of Transportation Concepts, or the President.

PCI takes employee concerns and problems brought to its attention seriously and you are encouraged to utilize the problem resolution program without fear of retaliation.

2.12 Personnel Records

PCI maintains a personnel file regarding each employee. Personnel files contain, by way of example, information and documents used to determine employees' qualifications for employment, promotion, additional compensation, termination, and disciplinary action; applications for employment; employment agreements; acknowledgements of receipt of the employee handbook and key policies; payroll authorization forms; records regarding compensation, bonuses, date of hire, seniority, and other changes of status; notices of commendation, warning, discipline, and termination; notices of layoff, leaves of absence (that do not contain medical information), and similar matters; wage attachment or garnishment notices; education and training notices and records; performance appraisals or interview evaluation ratings; attendance and absence records; promotion recommendations; production and quality records; records of grievance affecting employment status; job descriptions; and employee benefit information. PCI retains personnel records according to applicable state and federal laws.

To help protect employee privacy rights, the following documents are maintained by the human resources department in separate files: confidential medical information; I-9 forms, including any work authorization or identity documents related thereto; informal supervisors' performance notes that have not been given to the employee; internal investigations into workplace misconduct, including, but not limited to, interview notes and witness statements; workers' compensation claims and documents; information and documents related to background checks; drug test results; and medical notes.

Employees may inspect and receive copies of personnel records that PCI maintains relating to the employee's own performance or to any grievance concerning the employee. Employees may also receive a copy of any personnel document that that employee has signed.

An employee who wishes to inspect his/her personnel records must submit a written request to Human Resources Manager. Upon receipt of a request to review personnel records from an employee or his/her representative, Human Resources will contact the employee and set up an appointment for the employee (or his/her representative) to review the personnel records, during non-work time, at PCI's offices, and within 30 days of PCI's receipt of the written request to inspect, unless the employee, or his/her representative, and PCI agree in writing to a date beyond 30 days.

An employee who wishes to receive a copy of his/her personnel records must also submit a written request to Human Resources Manager. Upon receipt of a request for a copy of personnel records from the employee or his/her representative, Human Resources Manager will contact the employee and set up an appointment for the employee (or his/her representative) to receive a copy of his/her personnel records, during non-work time, at PCI's offices, and within 30 days of the Company's receipt of the written request to inspect, unless the employee, or his/her representative, and PCI agree in writing to a date beyond 30 days. PCI reserves the right to charge any employee requesting a copy of his/her personnel records the actual cost of reproducing such records.

For purposes of inspecting or receiving a copy of an employee's personnel records, a representative is a person authorized in writing by the employee to inspect, or receive a copy of, his/her personnel records. PCI reserves the right to take reasonable steps to verify the identity of employees or their authorized representatives who request to inspect or receive copies of the employee's personnel records. PCI further reserves the right to redact the names of any non-supervisory employees contained in personnel records.

An employee's right to inspect or receive a copy of his/her personnel and payroll records includes only: (1) payroll information; (2) records relating to the employee's performance or any grievance concerning the employee; and (3) documents the employee has signed. Further, the Company is required to comply with only one request per year by former employees to inspect or receive a copy of their

personnel records. The following types of records are not subject to inspection or copying upon request by an employee or former employee: (1) records relating to the investigation of a possible criminal offense; (2) letters of reference; and (3) ratings, reports, or records that were obtained prior to the employee's employment, prepared by identifiable examination committee members, or obtained in connection with a promotional examination.

PCI will attempt to restrict disclosure of an employee's personnel file to authorized individuals within the Company. Any request for information from personnel files must be directed to the Human Resources Manager. Only the Human Resources Manager is authorized to release information about current or former employees. Disclosure of personnel information to outside sources will be limited. However, PCI will cooperate with requests from authorized law enforcement or local, state, or federal agencies conducting official investigations and as otherwise legally required.

In accordance with California law, with the exception of I-9 Employment Eligibility Verification forms, PCI does not provide voluntary consent for immigration enforcement agents to access, review or obtain employment records for any employee without a subpoena or judicial warrant.

PCI will not retaliate, discriminate against, or harass any employee for requesting to inspect or receive a copy of his/her personnel records and it prohibits retaliation, discrimination, and harassment by managers, supervisors, and co-workers. No employee will be subject to, and PCI prohibits, any form of discipline or retaliation for requesting to inspect or receive a copy of his/her personnel records.

2.13 Payroll Records

Employees may inspect and receive copies of their payroll records. PCI retains payroll records according to applicable state and federal laws.

An employee who wishes to inspect or receive a copy of his/her payroll records must submit a request to the Human Resources Manager. Upon receipt of a request to inspect or receive a copy of payroll records from the employee, the Human Resources will contact the employee and set up an appointment for the employee to review or receive a copy of the payroll records, during non-work time, at PCI's offices, and within 21 days of the request to inspect, unless the employee and PCI agree in writing to a date beyond 21 days. PCI reserves the right to charge an employee requesting a copy of his/her payroll records for the actual cost of reproducing such records. PCI further reserves the right to take reasonable steps to verify the identity of employees who request to inspect or receive a copy of their payroll records.

PCI will attempt to restrict disclosure of an employee's payroll records to authorized individuals within PCI. Any request for information from payroll records must be directed to Human Resources Manager. Only the Human Resources Manager is authorized to release information about current or former employees. Disclosure of payroll information to outside sources will be limited. However, PCI will cooperate with requests from authorized law enforcement or local, state, or federal agencies conducting official investigations and as otherwise legally required.

PCI will not retaliate, discriminate against, or harass any employee for requesting to inspect or receive a copy of his/her payroll records and it prohibits retaliation, discrimination, and harassment by managers, supervisors, and co-workers. No employee will be subject to, and PCI prohibits, any form of discipline or retaliation for requesting to inspect or receive a copy of his/her payroll records.

2.14 Suggestion Program

As a PCI employee, you have the opportunity to contribute to our future success and growth by submitting suggestions for practical work-improvement or cost-savings ideas. All employees are eligible to participate in the suggestion program.

A suggestion is an idea that will benefit PCI by solving a problem, reducing costs, improving operations or procedures, enhancing customer service, eliminating waste or spoilage, or making PCI a better or safer place to work. Statements of problems without accompanying solutions, or recommendations concerning co-workers and management, are not “suggestions” as defined in this policy.

All suggestions must be submitted on a suggestion form and should contain a description of the problem or condition to be improved, a detailed explanation of the solution or improvement, and the reasons why it should be implemented. If you have questions or need advice about your idea, contact the Human Resources Manager for help.

Submit suggestions to the Human Resources Manager and, after review, they will be forwarded to the Suggestion Committee. As soon as possible, you will be notified of the adoption or rejection of your suggestion. Special recognition will be given to employees who submit a suggestion that is implemented.

2.15 Arbitration

PCI believes that its competitive success depends on its ability to attract and retain the very best employees. To that end, PCI is committed to the fair and timely resolution of its employee’s issues and complaints. Ideally there would never be disputes between PCI and its valued employees. Unfortunately, on occasion, disputes do occur. Sometimes when disputes arise they can lead to court proceedings that are usually very expensive and time consuming for both the employee and the Company.

PCI believes that the arbitration process benefits both employees and the Company. Disputes will be resolved more quickly, at a lower cost for all the participants, and most importantly, resolution will be determined by a neutral and objective expert mutually selected by the employee or former employee and the Company. The agreement to arbitration does not change or limit the complaints an individual may bring – it only requires that the complaints be decided by an arbitrator rather than by a judge or jury.

A copy of the Mutual Agreement to Arbitrate Claims (the “Arbitration Agreement”) is included with this Handbook. PCI is in a business involving interstate commerce and the Arbitration Agreement is enforced pursuant to the Federal Arbitration Act, 29 U.S.C. § 2, which preempts any state law that discriminates on its face against arbitration or disfavors enforcement of arbitration agreements. The Arbitration Agreement is a condition of employment with PCI. Prior to signing the Arbitration Agreement, an employee must take the time to read and understand the agreement. Employees will be asked to sign the Arbitration Agreement on their first day of employment or upon implementation of a revised Employee Handbook and/or Arbitration Agreement, whichever occurs earlier. Employees should contact the Human Resources Manager with any questions related to the Arbitration Agreement.

Section 3

WORK CLASSIFICATIONS AND **COMPENSATION**

3.1 Employment Categories

Employment classifications established by PCI determine eligibility for certain employee benefits. Such classifications have been established in accordance with state and federal law, where applicable. Nothing herein shall be construed to abrogate PCI's policy of at-will employment. All employment with PCI is for an unspecified term and is subject to the mutual consent of the employee and PCI. The right to terminate the employment relationship at will, at any time, with or without cause and with or without notice, is retained by both the employee and PCI.

Every employee is designated as either **exempt** or **non-exempt**.

Exempt employees are employees who are not eligible for overtime compensation based upon their job duties and salary level. Exempt employees are compensated on a salary basis and are not subject to daily timekeeping requirements. PCI determines whether an employee is exempt based on applicable federal and state laws. Exempt employees are informed of their exempt status at the time of hire or whenever they are reclassified to an exempt position.

Non-exempt employees are those who are paid by the hour. They are entitled to overtime pay in accordance with applicable federal and state overtime laws. Paid time off, including vacation, holidays, and paid sick leave, are not considered hours worked when calculating overtime.

Every PCI employee is further classified as regular part-time, regular full-time or temporary.

Regular part-time employees are those who are not in a temporary status and who are regularly scheduled to work less than 40 hours per week. Regular part-time employees receive all legally mandated benefits (such as employer-paid social security contributions and workers' compensation insurance). Regular part-time employees who are regularly scheduled to work at least 30 hours per week may participate in group medical insurance plans offered by the Company subject to the terms, conditions, and limitation of the applicable plan and the Affordable Care Act. Regular part-time employees are not eligible for most other Company-provided benefits.

Regular full-time employees are those who are not in a temporary status and who are regularly scheduled to work at least 40 hours per week. Regular full-time employees are eligible for PCI's benefits subject to the terms, conditions, and limitations of each benefit program.

Temporary/Intern employees are those who are hired by PCI for a temporary period to supplement the work force or to assist in the completion of a specific project. Employment beyond any initially stated period does not in any way constitute or imply a change in employment classification. Temporary/Intern employees retain that status unless and until notified of a change. Temporary/Intern employees are paid directly by PCI and receive all legally mandated benefits (such as employer-paid social security contributions, workers' compensation insurance, and in some cases paid sick leave). Temporary/Intern employees are not eligible for most other Company-provided benefits.

Employees who are enrolled members of a Collective Bargaining Unit are subject to policies and procedures contained in this Handbook unless an applicable Collective Bargaining Agreement provides otherwise, in which case the terms of the Collective Bargaining Agreement control.

3.2 Introductory Period

The Introductory Period is intended to give new employees an opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. PCI uses this period to evaluate employee capabilities, work habits, and overall performance. Either the employee or PCI may end the employment relationship at will at any time during or after the Introductory Period, with or without cause and with or without notice.

All new and rehired employees work on an introductory basis for the first sixty (60) days after their date of hire. Any significant absence will automatically extend an Introductory Period by the length of the absence. Upon satisfactory completion of the Introductory Period, employees enter the "regular" employment status.

During the Introductory Period, new employees are eligible for those benefits that are required by law, such as workers' compensation insurance, social security contributions and paid sick leave (after completion of 30 days of employment). After becoming regular employees, they may become eligible for other PCI-provided benefits, subject to the terms and conditions of each benefits program. Employees should read the description for each specific benefits program for details on eligibility requirements.

An employee who completes the Introductory Period and becomes a regular employee is not guaranteed continued employment. Employment with PCI is at-will and may be terminated by the employee or the Company at any time, with or without cause and with or without notice.

3.3 Rest Periods

PCI provides all employees with the opportunity to take a net 10-minute, paid rest period for every four hours worked (or major fraction thereof), which must be taken in one consecutive 10-minute block and, so far as practicable, in the middle of each work period. PCI considers anything more than two hours to be a "major fraction" of four. PCI generally will not authorize a rest period for an employee whose total daily work time is less than three and one-half hours.

The following chart summarizes the number of net 10-minute rest periods that each employee is provided based on the number of hours worked.

Hours of Work	Number of 10-Minute Rest Periods Provided
0 up to 3.4 (less than 3.5)	0
3.5 up to 6.0	1
More than 6.0 up to 10.0	2
More than 10.0 up to 14.0	3
More than 14.0 up to 18.0	4

Employees are expected to schedule their rest periods at their own discretion under these guidelines unless instructed otherwise by a supervisor. Rest periods may not be combined with meal periods. Rest periods are counted as hours worked. For this reason, non-exempt employees do not clock in or out for their rest periods. Rest periods may not be waived or accumulated for any purpose.

Employees are relieved of all job duties during their rest periods. Except in a case of extreme emergency, no manager or supervisor may instruct an employee to forego a rest period or approve an employee's request to forego a rest period. Employees should immediately report a manager's or supervisor's instruction to forego a rest period to the District Manager or Human Resources Manager. Any employee who is required to work during or through a rest period will be compensated for the time worked and will receive an additional hour of pay for each day that he/she does not receive a required rest period.

Employees may be required to sign a certification providing, among other things, that the Company provided and the employee took all required rest periods during a pay period or listing the days the employee was not provided or was unable to take a rest period and the reason for such occurrence.

PCI will not retaliate or discriminate against any employee for making a complaint regarding rest periods and it prohibits retaliation and discrimination by managers, supervisors, and co-workers. No employee will be subject to, and PCI prohibits, any form of discipline or retaliation for reporting perceived violations of this policy, pursuing any such claim, or cooperating in any way in the investigation of such claims.

3.4 Meal Periods

Non-exempt employees who work more than five hours in a workday are required to take at least one uninterrupted, net 30-minute, unpaid meal period, which must begin before the end of the fifth hour of work.

Employees who work more than 10 hours in a workday are required to take a second uninterrupted, net 30-minute, unpaid meal period unless they elect to waive the second meal period by mutual consent of the Company and the employee as provided below. If an employee is eligible for a second meal period, it must begin before the end of the tenth hour of work.

Employees are completely relieved of all job responsibilities during their meal periods. For this reason, non-exempt employees must clock out for their meal periods, or record the actual beginning and ending times of their meal periods on their timesheets every day.

The length of a meal period may not be rounded up or down, and meal periods must not be less than 30 minutes in duration. Meal periods may not be combined with rest periods.

The following chart clarifies how many hours an employee has worked and, correspondingly, when the employee must begin his/her uninterrupted, 30-minute, unpaid meal period(s) using as an example an employee whose workday begins at 8:00 a.m.

Time Worked	Hours Worked
8:00 a.m. to 8:59 a.m.	1st Hour
9:00 a.m. to 9:59 a.m.	2nd Hour
10:00 a.m. to 10:59 a.m.	3rd Hour
11:00 a.m. to 11:59 a.m.	4th Hour
12:00 p.m. to 12:59 p.m.	5th Hour (first meal period must begin before the end of the fifth hour, i.e., by no later than 12:59 p.m. in this example)
1:00 p.m. to 1:59 p.m.	6th Hour
2:00 p.m. to 2:59 p.m.	7th Hour
3:00 p.m. to 3:59 p.m.	8th Hour
4:00 p.m. to 4:59 p.m.	9th Hour
5:00 p.m. to 5:59 p.m.	10th Hour (second meal period must begin before the end of the tenth hour, i.e., by no later than 5:59 p.m. in this example)
6:00 p.m. to 6:59 p.m.	11th Hour

An employee may waive his/her meal period only under the following circumstances:

- If an employee will complete his/her workday in six hours or less, the employee may waive his/her meal period by mutual consent of both PCI and the employee. Employees may not waive their first meal period for any workday in which they work more than six hours.

- An employee who works more than 10 hours in a workday may waive his/her second meal period only if all of the following conditions are satisfied: (1) the employee has taken his/her first meal period; (2) the employee does not work more than 12 hours in the workday; and (3) both PCI and the employee mutually consent to waive the second meal period.

Whenever an employee elects to waive a meal period, he/she must submit a written request and receive prior written authorization from the Human Resources Manager. Employees may not waive any meal period in any circumstances other than those circumstances described in this Meal Period policy. An employee may not waive a meal period to shorten his/her workday or to accumulate meal periods for any other purpose.

Employees are relieved of all job duties during their meal periods. Except in a case of extreme emergency, no manager or supervisor may instruct an employee to forego a meal period or approve an employee's request to forego a meal period. Employees should immediately report a manager's or supervisor's instruction to skip a meal period to the District Manager or Human Resources Manager. Any employee who is required to work during or through a meal period will be compensated for the time worked and will receive an additional hour of pay for each day that he/she does not receive a required meal period.

Employees may be required to sign a certification providing, among other things, that the Company provided and the employee took all required meal periods during a payroll period or listing the days the employee was unable to take a meal period and the reason for such occurrence.

PCI will not retaliate or discriminate against any employee for making a complaint regarding meal periods and it prohibits retaliation and discrimination by managers, supervisors, and co-workers. No employee will be subject to, and PCI prohibits, any form of discipline or retaliation for reporting perceived violations of this policy, pursuing any such claim, or cooperating in any way in the investigation of such claims.

3.5 Recovery Periods

PCI allows and encourages all employees who work outdoors to take a preventative cool-down rest period in the shade for a period of no less than five minutes when the employee feels the need to do so for protection from overheating. An employee's access to shade is permitted at all times. Whenever an employee takes a preventative cool-down rest break, the employee's supervisor will: (1) monitor the employee and ask if he/she is experiencing symptoms of heat illness; (2) encourage the employee to remain in the shade; and (3) allow the an employee continue his/her recovery period for no less than five minutes in addition to the time needed to access the shade. A supervisor will not, under any circumstances, order an employee back to work until all signs and symptoms of heat illness have abated.

"Shade" means blockage of direct sunlight. Shade is sufficient when objects do not cast a shadow in the area of blocked sunlight. Shade is not adequate when heat in the area of shade defeats the purpose of shade, which is to allow the body to cool. For example, a car sitting in the sun does not provide acceptable shade to a person inside it, unless the car is running with air conditioning. Shade may be provided by any natural or artificial means that does not expose employees to unsafe or unhealthy conditions and that does not deter or discourage access or use.

If an employee exhibits signs or reports symptoms of heat illness while taking a cool-down rest break or during a preventative cool-down rest period, the employee's supervisor will provide appropriate first aid or emergency response. Signs and symptoms of heat illness may include, but are not limited to, altered coordination and speech, mental confusion, unusual behavior, nausea, vomiting, hot dry skin, unusually profuse sweating, seizures, decreased level or loss of consciousness, staggering, disorientation, irrational behavior, or convulsions.

PCI encourages its employees to frequently drink water and provides employees access to fresh, pure, and suitably cool drinking water, free of charge. Supervisors locate water as close as practicable to the areas where employees are working, and ensure there is a sufficient quantity of water at the beginning of the work shift to provide one quart per employee per hour for drinking for the entire shift. Supervisors may begin a shift with smaller quantities of water if they have effective procedures for replenishment during the shift as needed to allow employees to drink one quart or more per hour.

Employees may be required to sign a certification providing among other things that they have taken all qualifying Recovery Periods requested during a pay period or listing the days they were unable to take a Recovery Period requested and the reason for such occurrence. A non-exempt employee who is denied a Recovery Period required by law will be compensated for the time worked and will receive an additional hour of supplemental pay.

3.6 Lactation Breaks

PCI will provide a reasonable amount of break time to accommodate a female employee's need to express breast milk for the employee's infant child each time the employee has need to express milk. The break time should, if possible, be taken concurrently with other break periods already provided. Non-exempt employees should clock out for any time taken that does not run concurrently with normal rest periods. Generally, time taken to accommodate an employee's need to express breast milk for the employee's infant child that does not run concurrently with normal rest periods will be unpaid.

The Company will provide the use of a room or other location for the employee to express milk in private. The lactation room or location will not be a bathroom and will be in close proximity to the employee's work area, shielded from view, free from intrusion while the employee is expressing milk, safe, clean, free of hazardous materials (as that term is defined in Labor Code section 6382), contain a surface to place a breast pump and personal items, contain a place to sit, and have access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump. Additionally, the Company will provide access to a sink with running water and a refrigerator suitable for storing milk in close proximity to the employee's workspace. If a refrigerator cannot be provided, an employer may provide another cooling device suitable for storing milk, such as an employer-provided cooler.

Where a multi-purpose room is used for lactation, among other uses, use of the room for lactation shall take precedence over the other uses, but only for the time it is in use for lactation purposes.

Given the nature of PCI's work, there may be situations in which the room used for lactation will be a space shared among multiple companies within a building or worksite.

Generally, PCI will provide a permanent location for lactation. However, when a permanent location cannot be provided due to operational, financial, or space limitations, PCI will provide a lactation location, other than a bathroom, that is in close proximity to the employee's work area, shielded from view, free from intrusion while the employee is expressing milk, and otherwise complies with this policy and applicable law.

Employees have the right to request a lactation accommodation. An employee requiring a lactation break should notify her immediate supervisor or the Human Resources Manager. PCI has an obligation to and will respond to any such request. Although unlikely, if PCI cannot provide break time or a location that complies with this policy, PCI will provide the requesting employee with a written response indicating such inability.

Employees have a right to file a complaint with the Labor Commissioner for any violation of any rights they have under Chapter 3.8 (sections 1030 through 1034 as of January 1, 2020) of Part 3 of Division 2 of the California Labor Code. PCI will not retaliate or discriminate against any employee for making a complaint regarding lactation breaks and it prohibits retaliation and discrimination by

managers, supervisors, and co-workers. No employee will be subject to, and PCI prohibits, any form of discipline or retaliation for reporting perceived violations of this policy, pursuing any such claim, or cooperating in any way in the investigation of such claims.

3.7 Work Schedules

PCI's standard workweek runs seven consecutive days beginning at 12:00 a.m. (midnight) on Monday and ending at 11:59 p.m. on the following Sunday. A workday is the 24-hour period beginning at 12:00 a.m. each calendar day. Work schedules for individual employees are generally established within this framework.

Work hours may vary at each PCI facility. Your department's needs will determine your daily schedule and your supervisor or manager will discuss any schedule changes with you. Staffing needs and operational demands may necessitate variances in starting and ending times, as well as variances in the total hours that may be scheduled each day and week.

PCI reserves the right to alter the workweek, workday and work schedule of any employee upon reasonable notice to an employee. Due to the changing needs of our customers, your actual work schedule may vary from time-to-time. If this happens, you will be notified by your supervisor or manager, or the Human Resources Manager.

3.8 Pay Periods and Pay Days

PCI pays employees twice during each calendar month, with the first pay period beginning on the 1st of the month and ending on the 15th of the month (the "first pay period"), and the second pay period beginning on the 16th of the month and ending on the last calendar day of the month (the "second pay period"). PCI issues pay checks on the 7th of each calendar month for work performed during the second pay period, and on the 22nd of each calendar month for work performed during the first pay period. When a payday falls on a weekend or holiday, pay checks are issued on the last business day immediately preceding the regular payday.

3.9 Time-Keeping System

Accurately recording of time worked is the responsibility of every non-exempt employee. Federal and state laws require PCI to keep accurate time records in order to calculate employee wages and benefits. Time worked is all the time actually spent on the job performing assigned duties. **Employees are strictly prohibited from working "off the clock" under any circumstances.**

PCI uses the Paycom Time and Attendance System to accurately record hours worked by its non-exempt employees. Such employees are required to use Paycom to record regular and overtime hours worked, including clocking in at the beginning of a shift, clocking out at the end of a shift, clocking in and out for their 30-minute (minimum) meal periods, and clocking in and out for any other reason.

Time records for non-exempt employees must never be falsified by the employee, his/her supervisor or any other personnel. An employee who makes a mistake when clocking in or out using the Paycom system, must immediately notify his/her supervisor who will make the necessary correction. Both the employee and the supervisor must verify any corrections made to the employee's time record.

At the end of each pay period, non-exempt employees are required to verify and confirm: (1) the accuracy of their time records, including the total number of regular hours worked, the total number of overtime hours worked, clocking in times at the beginning of each shift, clocking out times at the end of each shift, and clocking in and out times for each 30-minute (minimum) meal period; (2) that the Company provided and the employee took all required meal periods during a payroll period or listing the days the employee was unable to take a meal period and the reason for such occurrence; and (3) that the Company provided and the employee took all required rest breaks and recovery periods during a payroll

period or listing the days the employee was unable to take a rest break and the reason for such occurrence.

Employees must record their own time at the start and end of each work period, including before and after meal periods. The information must be recorded accurately and contemporaneously via the Paycom system. A non-exempt employee's failure to record time accurately may result in disciplinary action, up to and including termination of employment.

It is strictly prohibited for an employee to record the time of another employee. It is also strictly prohibited for an employee to share password information that would permit or enable another employee to access the employee's Paycom account. Altering or falsifying time records, or recording time on another employee's Paycom account, may result in disciplinary action, up to and including termination of employment.

The Paycom App is a software application that either comes pre-installed on Company-issued electronic devices. PCI trains each employee on how to properly use the Paycom App.

When an employee uses the Paycom App to clock in or clock out, the Paycom App contemporaneously captures the employee's location using the smart device's GPS functionality. PCI reserves the right to, and will, access all such geographic location information and employees have no expectation of privacy with respect to such information. PCI will not monitor, nor will it receive or have access to information regarding, employees' geographic location through the Paycom App other than on those occasions when employees use the Paycom App to clock in and clock out. The geographic location information collected by the Paycom App will reveal no details about employees other than their geographic location at the time they use the application to clock in and/or clock out. Access to such geographic location information will be limited to PCI management, employees whose job responsibilities include human resources and payroll responsibilities, and any non-exempt employee's supervisor(s). Disabling the GPS functionality on a smart phone device or the Paycom App to interfere with the geolocation feature of the Paycom App may result in disciplinary action, up to and including termination of employment.

ALL EMPLOYEES ARE NOTIFIED THAT THE PAYCOM APP WILL TRANSMIT TO THE COMPANY INFORMATION REGARDING AN EMPLOYEE'S GEOGRAPHIC LOCATION FOR EACH OCCASION ON WHICH THE EMPLOYEE CLOCKS IN OR CLOCKS OUT USING THE PAYCOM APP.

An employee who experiences a malfunction of the Paycom App, should notify his/her supervisor immediately so that PCI can contact a Paycom representative to timely correct the malfunction. In addition, the employee should report his/her clock-in and clock-out times directly to his/her supervisor, who will enter the employee's time in the Paycom system on the employee's behalf.

3.10 Overtime

When operating requirements or other needs cannot be met during regular working hours, non-exempt employees may be scheduled to work overtime hours. Whenever possible, advance notification of these mandatory assignments will be provided.

Overtime compensation is paid to all non-exempt employees in accordance with federal and state wage and hour laws. Employees who qualify as administrative, executive, or professional employees within the meaning of the state and federal wage and hour laws are exempt from overtime pay and are not subject to this policy. Overtime pay is calculated based on actual hours worked. Time off for vacation, paid sick leave, holidays, or any leave of absence will not be considered hours worked for purposes of overtime pay calculations.

All overtime worked by a non-exempt employee must be approved in advance by a supervisor or manager. Because unauthorized overtime is against Company policy, employees who work unauthorized overtime are subject to disciplinary action.

- a. **Time worked.** Non-exempt employees are required to record all time worked, including time worked beyond the employee's normal schedule, using the Paycom system.
- b. **Off-the-Clock Work Prohibited.** Non-exempt employees must accurately record their time worked and may NOT work "off the clock." Any non-exempt employee who fails to record his/her actual time worked, and any manager or supervisor who requests or orders a non-exempt employee to work off the clock and without accurately recording his/her time worked, will be subject to disciplinary action, up to and including termination of employment.
- c. **Overtime.** Overtime pay premiums are calculated in accordance with applicable state and federal law. For California employees, overtime pay is calculated at one and one-half times the employee's regular rate for all hours over eight hours in a workday, over forty hours in a workweek, or the first eight hours on the seventh consecutive day of work in a workweek. Overtime hours worked in excess of twelve hours in a workday and all hours worked in excess of eight on the seventh consecutive day of work in a workweek are paid at double-time.
- d. **Qualifying Hours Worked.** Overtime is calculated based on the non-exempt employee's total hours worked in a workday and a workweek. Hours paid for time not worked, e.g., holidays, paid sick leave, and vacation, do not count as hours worked for overtime purposes..
- e. **Holidays Worked.** Non-exempt employees who work on a Company-recognized holiday will be paid for hours actually worked on the holiday, plus regular holiday pay for the day.

Failure to work scheduled overtime or overtime worked without prior authorization from a supervisor or manager may result in disciplinary action, up to and including termination of employment. Please contact the Human Resources Manager with any questions.

3.11 Exempt Employees

Exempt employees are paid on a salary basis and are not entitled to overtime pay. Being paid on a "salary basis" means that the employee receives a predetermined amount of compensation for each workweek, which amount is not reduced because of variations in the quality or quantity of work. Subject to the exceptions listed below, an exempt employee will receive his/her full salary for any workweek in which the employee performs any work, regardless of the number of days or hours worked. Exempt employees are not paid for any workweek in which they perform no work, unless appropriate sick leave or accrued vacation is utilized.

Deductions from an exempt employee's regular salary are permissible only under the following circumstances:

- When an exempt employee is absent from work for one or more full days for personal reasons, other than sickness or disability, and the employee does not have accrued vacation time to cover the absence;

- When an exempt employee is absent from work for one or more full days due to illness and the employee has exhausted all of his/her available paid sick leave and does not have accrued vacation time to cover the absence; or
- To account for amounts received by an employee as jury or witness fees.

In addition, PCI is not required to pay an employee's full salary in the initial or final week of employment. During those weeks, PCI will pay a pro-rated amount based upon the number of days worked during such workweeks.

PCI complies with the "salary basis" requirement for overtime exemption under federal and state law, and managers preparing paychecks are prohibited from making any improper deductions from the salaries of exempt employees. If you believe that an improper deduction has been made from your salary, you should immediately report this information to the Human Resources Manager.

3.12 Direct Deposit

Although not required, employees may have their paychecks directly deposited into their bank accounts by providing advance written authorization to the Human Resources Manager. When an employee chooses to use direct deposit, his/her wages are deposited into the employee's account at a financial institution of the employee's choosing. Direct deposit is limited to one account per employee. Wages are not discounted in any amount when an employee elects direct deposit. Employees electing direct deposit receive an itemized statement of wages whenever PCI makes a direct deposit.

Employees may begin or stop using direct deposit at any time. To begin direct deposit, an employee must complete a form (available from the employee's supervisor) and return it to the Human Resources at least 10 business days prior to the pay period that the service is to begin. Employees should monitor their payroll deposits for the first two pay periods after direct deposit service begins to verify that timely and accurate payments have been made into the account at the financial institution chosen by the employee. Any discrepancies should be reported immediately to the Human Resources Manager.

An employee may stop direct deposit at any time by completing a form (available from the employee's supervisor) and returning it to the Human Resources Manager at least 10 business days prior to the pay period that direct deposit service is to end. An employee cancelling direct deposit will receive a regular payroll check on the first pay period after the Company receives the direct deposit cancellation form from the employee, provided it was received at least 10 business days prior to the end of the pay period. An employee should never close a receiving bank account until the employee verifies with the Human Resources Manager that the cancellation of direct deposit has taken effect in the Company's payroll system.

3.13 Pay Advances

PCI does not provide pay advances on unearned wages.

3.14 Administrative Pay Corrections

PCI takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday. In the unlikely event there is an error in the amount of pay provided, an employee should promptly bring the discrepancy to the attention of his/her supervisor or manager and the Human Resources Manager so that a correction can be made as quickly as possible.

3.15 Personnel Data Changes

It is the responsibility of each employee to promptly notify PCI of any changes in personnel data. Personal mailing addresses, telephone numbers, number and names of dependents, emergency contacts, educational accomplishments, and other such information should remain accurate and current at all times. If any personnel data has changed, please notify the Human Resources Manager.

3.16 Payroll Deductions

PCI is required by law to make payroll deductions for federal and state income tax withholding, Social Security tax withholding, Medicare and State Disability Insurance. Amounts deducted, including those described below, are passed on to federal and state agencies, such as the Internal Revenue Service, the Franchise Tax Board, and the Employment Development Department. The applicable rates of such deductions are subject to change as mandated by federal and state agencies.

- a. **Federal and State Income Taxes (FWT/SWT).** Deductions are withheld from each employee's gross wages every payroll period in accordance with the federal and state Tax Schedules. The amounts withheld are based on an employee's gross wages, marital status, and the number of allowances claimed on the employee's W-4 form. Employees may use a DE-4 form to designate the number of State allowances claimed; otherwise the number designated on the employee's W-4 form will be used to calculate State deductions. An employee may change the number of allowances on his/her W-4 form or request a DE-4 form at any time from the Payroll Department.
- b. **Social Security (FICA).** A percentage of your gross wages is withheld every payroll period, up to a maximum amount, and contributed to your Social Security Account. In addition to the amount withheld from your wages, PCI contributes an equal amount to your account. The Social Security Administration revises the maximum contribution periodically.
- c. **State Disability Insurance and Paid Family Leave.** A percentage of your gross wages is withheld every payroll period up to a maximum amount, and remitted to the State for State Disability Insurance (SDI) and Paid Family Leave (PFL). SDI provides short-term benefits to eligible workers who experience loss of wages when they are unable to work due to a non-work-related illness or injury, or disability related to pregnancy, childbirth or related medical conditions. PFL provides benefits to individuals who experience loss of wages when they must take time off to care for a seriously ill child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, or registered domestic partner. PFL benefits are also available to new parents who need time to bond with a new child entering their life through birth, adoption, or foster care placement.
- d. **Medicare Taxes.** The Medicare tax rate is set by the federal government and both the employee and the employer pay a matching amount. There is no wage base for the Medicare portion of the FICA tax. Both the employer and the employee continue to pay Medicare taxes, no matter how much is earned.
- e. **Miscellaneous Deductions.** Other deductions may be taken from your paycheck upon your written authorization for insurance contributions, dependent insurance, and union dues (if applicable).

3.17 Garnishment of Wages

Under normal circumstances, PCI will not assist creditors in the collection of personal debts from employees. However, creditors may resort to certain legal procedures, such as garnishments or wage withholding orders, which require the Company to withhold part of an employee's earnings.

Earnings withholding orders, also called “garnishments,” require considerable paperwork and expense for PCI. Although PCI understands that a wage garnishment can happen to anyone, the Company strongly encourages employees to work out financial problems before this situation occurs.

PCI is required by law to withhold the required amounts of earnings subject to an earnings withholding order, make a return to the levying officer, and pay the funds withheld. Earnings subject to earnings withholding orders include wages, salary, commissions, bonuses, sick pay, vacation pay, and any other compensation payable by PCI to an employee. PCI will not defer or accelerate payment of an employee’s earnings to defeat or diminish a judgment creditor’s rights.

PCI will provide an employee subject to an earnings withholding order with a copy of the order and any form instructions or notices to the employee that are served with the earnings withholding order.

PCI may deduct from employees’ wages the sum of \$1.50 for each payment made in accordance with an earnings withholding order to offset the administrative cost of complying with the order. Repeated wage garnishments for two or more separate judgments may result in disciplinary action, up to and including termination of employment.

3.18 Tips and Taxes

Whenever an employee receives \$20.00 or more in tips in any one month, the employee must report all tips to the employer. Employees are required to report ALL tips (regardless of amount received) as taxable income on their tax returns. Federal law states that an employee who fails to report tipped income becomes liable for the taxes due, penalties and interest.

3.19 Reimbursement of Expenses and Mileage

PCI promptly reimburses employees for reasonable business expenses following the employee’s submission of an expense report. All expense reports must include a description of the particular expense for which reimbursement is sought, copies of any receipts, the date on which the expense was incurred, and a description of the business purpose for the expense.

Employees who are required to use their personal vehicles in the course and scope of their employment (i.e., for travel other than their normal commute) are reimbursed for actual mileage at the IRS rate.

Employees who are required to use a cellular telephone to carry out their job duties will receive a Company-provided phone. PCI does not pay for an employee’s personal cellular telephone costs and employees should not use personal cellular telephones to conduct PCI business.

Section 4

BENEFITS

4.1 Overview of Employee Benefits

The following provisions of the Handbook describe the fringe benefits currently offered to qualifying PCI employees. Employees who are enrolled members of a Collective Bargaining Unit are subject to policies and procedures contained in this Handbook unless an applicable Collective Bargaining Agreement provides otherwise, in which case the terms of the Collective Bargaining Agreement control.

4.2 Vacation

PCI recognizes the value of uninterrupted periods of rest and relaxation and encourages all employees to use all accrued vacation benefits. Our vacation program is based upon your continuous service. Vacation benefits do not begin to accrue until after a regular employee has completed his/her Introductory Period. Although regular employees begin to accrue vacation after completing their Introductory Period, employees are not eligible to take vacation until they have completed six (6) months of continuous service with PCI.

After completing their Introductory Period, regular full-time employees earn vacation time in accordance with the following schedule.

<u>Years of Service</u>	<u>Accrual Amt./Month</u>	<u>Total Annual Accrual</u>	<u>Maximum Accrual</u>
0-3 Years	.417 days/3.336 hours	5 days/40 hours	10 days/ 80 hours
4-9 Years	.833 days/6.667 hours	10 days/80 hours	20 days/160 hours
10 Years and over	1.25 days/10 hours	15 days/120 hours	30 days/240 hours

After completing their Introductory Period, regular part-time employees earn vacation time on a prorated basis based upon the ratio of their regularly scheduled weekly hours and 40 hours. For example, a regular employee scheduled to work 20 hours per week would accrue vacation benefits at one-half the rate of a full-time employee, and his/her maximum accrual cap would be proportionately lower.

Temporary Employees and Interns do not earn or accrue paid vacation time. Employees who are on a leave of absence do not earn or accrue paid vacation time.

PCI encourages employees to take vacations annually. An employee who reaches his/her maximum accrual will not accrue any additional vacation until he/she takes time off and draws down his/her accrual bank. For example, if an employee who has accrued a maximum of 20 days takes 4 days off, he/she may only accrue an additional 4 days, bringing him/her back to the maximum. At that point, no further vacation time will accrue unless and until vacation is taken. At the end of the calendar year, an employee's accrued but unused vacation will be carried over into the following year.

Employees may not take vacation before it is earned, i.e., on credit.

Except in an emergency situation, an employee must submit a written request to use accrued vacation time at least four weeks in advance of the requested time off. Every effort will be made to grant an employee his/her vacation preference, consistent with the efficient operation of our business. When PCI cannot grant a vacation preference because of the needs of the business, a mutually agreeable alternate date will be scheduled.

Employees are paid all accrued, but unused vacation upon termination of employment.

4.3 Holidays

Regular employees who have completed their Introductory Period are entitled to the following paid holidays:

New Year's Day
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Christmas Day

To be eligible for holiday pay, a non-exempt employee must work his/her regularly scheduled work day before and after the holiday and work the holiday, if required. The only exception is when the holiday is at the end or the beginning of a scheduled vacation. Full-time and part-time regular employees receive their regular compensation for a paid holiday, i.e., regular full time employees receive up to eight hours of compensation at their regular rate and regular part-time employees receive compensation at their regular rate for the hours they were otherwise scheduled to work on the holiday. Holidays that fall on a Saturday will be observed the previous Friday; and holidays that fall on a Sunday will be observed the following Monday.

When a non-exempt employee is required to work on a paid holiday, the employee will receive pay for hours actually worked in addition to holiday pay.

Temporary employees, Interns, and employees on leave of absence or layoff are not eligible for holiday pay.

4.4 Paid Sick Leave

The Company provides employees with paid sick leave in accordance with the California Healthy Families Healthy Workplaces Act of 2014, as follows:

a. Eligible Employees. PCI provides paid sick leave to all employees who have completed at least 30 days of employment.

b. Calendar Year Allotment. Paid sick leave is provided on a calendar year basis. In each calendar year, employees who have been employed for at least 30 days by January 1st will receive twenty-four (24) hours of paid sick leave as of January 1st for use during the remainder of the calendar year. Employees who have not been employed for at least 30 days by January 1st will receive twenty-four (24) hours of paid sick leave after completion of 30 days of employment for use during the remainder of the calendar year. New employees may begin using available paid sick leave after completing 90 days of employment.

c. Sick Leave Benefit. An employee taking available paid sick leave will be compensated at the same wage rate as the employee normally earns during the work hours missed on the day of his/her absence. Although paid sick leave may be taken for partial days of absence, it must be taken in increments of not less than two (2) hours.

d. Proper Use. Paid sick leave may be used (a) for diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's "family member"; or (b) by employee who is a victim of domestic violence, sexual assault or stalking. A "family member" includes a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, regardless of dependent status; a biological, adoptive or foster parent,

stepparent, or legal guardian of the employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; spouse or registered domestic partner; grandparent; grandchild; or sibling.

e. **Improper Use.** Paid sick leave may not be used to augment vacation or as a "personal day." Misuse of paid sick leave will result in disciplinary action, up to and including termination of employment.

f. **Paystubs.** Available paid sick leave is set forth on each employee's paystub after the employee has completed 30 days of employment. If you disagree with the amount of available paid sick leave listed on your paystub, you should contact the Human Resources Manager for clarification.

g. **No Carry-Over.** Paid sick leave does not accrue, cannot be carried over from one calendar year to the next, and is not paid out upon termination of employment. Unused paid sick leave automatically expires on December 31 of each calendar year.

h. **Notification of Absence.** An employee who is unable to report to work for any reason, including illness, must call his/her supervisor or manager at least two hours prior to his/her scheduled start time and speak directly with his/her supervisor or manager. If calling in two hours in advance is not possible, the employee must call in as soon as practicable, and provide his/her supervisor with an honest reason or explanation for the absence. An eligible employee who is absent for a reason that qualifies for paid sick leave will be credited with paid sick leave benefits on his/her timecard.

i. **Additional Time Off Following Exhaustion of Paid Sick Leave.** When a non-exempt employee is absent from work due to illness following exhaustion of paid sick leave benefits, the work time missed is unpaid. When an exempt employee is absent for a full workday after exhaustion of paid sick leave benefits, and performs no work during the workday, PCI may deduct compensation for the workday from the exempt employee's normal weekly salary. PCI reserves the right to request medical verification when an employee's absences due to illness exceed the number of paid sick days provided for the year.

4.5. Medical Insurance Coverage

a. **Employee Coverage.** PCI employees may participate in a variety of insurance programs. Employees who regularly work 30 hours or more per week become eligible for medical insurance coverage on the first of the month following completion of the 60-day Introductory Period. Employees wishing to be covered under the PCI medical plan(s) must complete enrollment forms within 31 days after eligibility. If coverage is not elected within 31 days after becoming eligible, the next opportunity to enroll is during the annual open enrollment held each December.

b. **Dependent Coverage.** An eligible employee may also provide similar coverage for his/her spouse and eligible dependents, at the employee's expense, through payroll deductions. Additional information regarding family medical insurance plan(s) offered and the monthly cost to insure an employee's spouse and eligible dependents is available from the Human Resources Manager.

c. **Registered Domestic Partner Coverage.** Eligible employees may enroll their registered domestic partner and the eligible dependent children of their registered domestic partner, at the employee's expense, through payroll deductions. Additional information regarding family medical insurance plan(s) offered and the monthly cost to insure an employee's registered domestic partner and eligible dependents is available from the Human Resources Manager. Employees are required to notify management if the registered domestic partnership no longer meets all of the qualifying criteria.

d. **How to Enroll.** The Human Resources Department will provide an employee with an enrollment packet the month prior to his/her eligibility. The employee must complete the appropriate forms before his/her coverage goes into effect. Details regarding enrollment, payroll deductions, coverage and termination of coverage of employees and dependents are described in the group insurance pamphlet.

e. **Continuation Coverage.** Under the Consolidated Omnibus Budget Reconciliation Act (COBRA), employees and/or their eligible dependents who experience a qualifying event may continue to receive group medical insurance coverage, at their own expense, after the date coverage would normally end. A COBRA enrollment/coverage notice will be mailed to the employee upon termination of employment or other qualifying event. The notice provides information on enrollment in the COBRA program. Please contact the Human Resources Manager for additional information on COBRA.

f. **Changes in Coverage and Eligibility.** PCI reserves the right to change and/or modify any and all benefits including cost, coverage, benefits and PCI's contribution to the benefit plan(s). If you have questions concerning a Company-provided benefit, please contact the Human Resources Manager.

4.6 Workers' Compensation Insurance

PCI provides workers' compensation insurance at no cost to its employees. This program covers industrial injuries or illnesses sustained in the course of employment that require medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

An employee who sustains a work-related injury or illness must inform his/her supervisor or manager immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible.

Neither PCI nor its workers' compensation insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activities sponsored by PCI. Participation in such activities is completely voluntary.

4.7 Literacy Assistance

PCI attempts to reasonably accommodate and assist employees who reveal a problem with illiteracy. When an employee reveals such a problem and requests the Company's assistance in enrolling in an adult literacy education program, the Company will attempt to assist the employee if the accommodation requested would not result in an undue hardship. The type of assistance available from the Company may include, for example, providing the employee with the locations of local literacy education programs or arranging the employee's work schedule to allow attendance at a program. The Company does not, however, provide paid time off for participation in an adult literacy education program.

Section 5

CIVIC RESPONSIBILITY

5.1 Jury Duty

PCI encourages employees to fulfill their civic responsibilities by serving jury duty when required. An employee summoned for jury duty must show the jury summons to the employee's supervisor as soon as possible after it is received so that arrangements can be made to accommodate the employee's absence. Either PCI or the employee may request that the employee be excused from jury service if, in the Company's judgment, the employee's absence would create serious operational difficulties.

For non-exempt employees, time off for jury duty is not compensated. If desired, employees may use any available paid time off (e.g., accrued vacation).

In accordance with state and federal law, an exempt employee will receive his/her regular salary if the employee has worked any part of a workweek in which jury duty is served. When an exempt employee does not work at all during a workweek due to jury service, the workweek is not compensated.

PCI will continue to provide medical insurance benefits to eligible employees under the terms and conditions that existed at the outset of the jury duty absence, for the full term of the jury duty absence.

5.2 Witness Duty

PCI encourages employees to fulfill their civic responsibilities by appearing as a witness when subpoenaed to do so.

An employee subpoenaed or otherwise required to appear as a witness by PCI will receive his/her normal pay for the entire period of witness duty. When a non-exempt employee is subpoenaed or otherwise required to appear as a witness by someone other than PCI, the time off to appear is not compensated. If desired, employees may use any available paid time off (e.g., accrued vacation).

In accordance with state and federal law, when an exempt employee is subpoenaed or otherwise required to appear as a witness by someone other than PCI, the employee will receive his/her regular salary if the employee has worked any part of the workweek in which witness duty is served.

A subpoena or other request for an employee to appear as a witness should be shown to the employee's supervisor as soon as possible after it is received so that operating requirements can be adjusted, where necessary, to accommodate the employee's absence.

Employees are expected to report for work whenever the court's schedule permits and as soon as service as a witness is completed.

The Company reserves the right to request written confirmation of an employee's service as a witness.

5.3 Voting

PCI encourages employees to fulfill their civic responsibilities by voting in state and federal elections. Generally, employees are able to find time to vote either before or after their regular work shifts. When employees are unable to vote in an election during their nonworking hours, PCI will grant up to two (2) hours of paid time off to vote.

To receive time off to vote, an employee must provide reasonable advance notice (generally at least two (2) working days) and obtain approval from the employee's supervisor. Advance notice is required so that time off can be scheduled with the least disruption to PCI's normal work schedule, and time off must be taken at either the beginning or the end of the employee's work shift.

When an employee receives time off to vote, PCI reserves the right to request a copy of the

employee's voter's receipt. Time off to vote is not be included as time worked for overtime calculation purposes.

5.4 Election Officers

PCI will provide unpaid time off for an employee to serve as an election officer on Election Day. To qualify as an election officer, an employee must be an election official who is charged with conducting a local, special, or statewide election.

To receive time off to serve as an election officer on Election Day, an employee must provide reasonable notice (generally at least two working days), and obtain advance approval from his/her supervisor. PCI will not retaliate against an employee for taking time off from work under this policy.

5.5 Time Off for Volunteer Service and Training

Employees may take unpaid time off to perform emergency duty as a volunteer firefighter, peace officer, or emergency rescue worker. Employees are also eligible for unpaid leave, not to exceed 14 days per calendar year, for required training for volunteer service as a firefighter, peace officer, or emergency rescue worker. An employee must personally notify his/her supervisor and the Human Resources Manager as soon as the employee learns of the need for leave. Documentation of an employee's need for time off under this policy is required.

An employee requesting otherwise unpaid leave under this policy may choose to use accrued vacation, if available. PCI will not discriminate or retaliate against the employee for taking time off from work under this policy.

5.6 Time Off for Civil Air Patrol Service

Employees who have been employed PCI for at least ninety (90) days may take a leave of absence of up to ten days per year to respond to emergency operational missions of the California Wing of the Civil Air Patrol. Leave is limited to three days for any one operational mission, unless an extension of time is requested by the governmental entity that authorized the emergency operational mission and the extension is approved by PCI.

An employee requesting leave under this policy must provide PCI with as much notice as possible of the intended dates upon which the leave will begin and end. PCI may require certification of the need for leave from the Civil Air Patrol Authority.

Civil Air Patrol leave is unpaid. Employees requesting leave may choose to use accrued vacation but are not required to do so.

Employees returning to work after taking Civil Air Patrol Service Leave will be reinstated to the same position the employee held prior to the leave. However employees returning from Civil Air Patrol Service Leave have no greater right to reinstatement than if the employee had been actively employed during the period of leave.

Section 6

LEAVES OF ABSENCE

6.1 Bereavement Leave

Employees who wish to take time off due to the death of an immediate family member should notify their supervisor or manager immediately. Up to three days of unpaid bereavement leave will be provided to regular full-time employees.

For purposes of bereavement leave, an "immediate family" is defined as the employee's grandparent, parent, spouse, registered domestic partner, significant other, child, or sibling; and the employee's spouse's or registered domestic partner's grandparent, parent, child, grandchild or sibling. Special consideration will also be given to any other person whose association with the employee was similar to any of the above relationships.

Employees who are not regular full-time employees may also request up to three days of unpaid bereavement leave.

6.2 Pregnancy Disability Leave

Female employees may take up to four months of unpaid leave for disabilities caused by pregnancy, childbirth or related medical conditions. Upon advice of her health care provider, an employee may also be entitled to reasonable accommodation for conditions caused by pregnancy, childbirth or related medical conditions. Such accommodation may include transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties. An employee whose work is affected by pregnancy or a related medical condition should notify her supervisor and the Human Resources Manager as soon as possible. PCI cannot provide an accommodation unless it knows of the need for such accommodation.

a. Procedure. An employee should notify her supervisor and the Human Resources Manager of her intent to take pregnancy disability leave as soon as possible, within the following guidelines:

- i. An employee must provide at least verbal notice sufficient to notify PCI that the employee needs to take a pregnancy disability leave and/or transfer to an alternate position or schedule due to her pregnancy. The verbal notice should include the anticipated timing and duration of the leave or transfer.
- ii. If the need for the leave or transfer is foreseeable, the employee must provide at least 30 days advance notice before the pregnancy disability leave or transfer is to begin. If 30 days' advance notice is not possible, notice must be given as soon as practicable. The employee must consult with the Human Resources Manager and schedule any planned medical treatment to minimize disruption to the operations of PCI. Any such scheduling is subject to the approval of the employee's health care provider.
- iii. If requested by the employee and recommended by the employee's health care provider, the employee's work assignment may be changed as reasonably required to protect the health and safety of the employee and her child, or other reasonable accommodations may be granted, provided the change in work assignment or other reasonable accommodation does not create an undue hardship for PCI.

b. Certification. Pregnancy disability leave usually will begin when ordered by the employee's health care provider. The employee must provide PCI with written certification from a health care provider, stating:

- i. The date on which the employee became disabled due to pregnancy, child birth, or related medical condition;
- ii. The probable duration of the period or periods of disability, and

- iii. A statement that, due to the disability, the employee is unable to perform one or more of the essential functions of her position without undue risk to herself, the successful completion of her pregnancy, or to other persons.

In the event the employee's leave exceeds the anticipated date of return, it is the employee's responsibility to provide further verification from her health care provider that she is unable to perform her job duties and the revised anticipated date of return.

c. Duration. The duration of a pregnancy disability leave will be determined by the advice of the employee's health care provider, but disabled employees may take up to four months of pregnancy disability leave. The four months of leave includes any period of leave taken for actual disability caused by the employee's pregnancy, childbirth or related medical condition, and includes leave taken for severe morning sickness or prenatal care, as well as any intermittent leave taken by the employee.

d. Intermittent Leave. Pregnancy disability leave may be taken in one continuous period of time or intermittently, as needed.

e. Medical Insurance Continuation. Employees on pregnancy disability leave may continue to participate in group health insurance coverage for up to four months of pregnancy disability leave, at the level and under the same conditions that coverage would have been provided if the employee had continued in active status for the duration of the leave. PCI will continue to pay its portion of the employee's usual health insurance premium during an approved pregnancy disability leave, and by the 1st of each month, the employee must pay the employee's regular portion of the health insurance premium, including the cost of any applicable dependent coverage. If an employee fails to pay the employee's regular portion of the premium, coverage will lapse.

f. Use of Other Benefits. An employee may use paid sick leave (if otherwise available) and accrued vacation time (if otherwise available) during a pregnancy disability leave. However, employees do not earn additional paid sick leave or accrue additional vacation time while on leave.

g. Fitness for Duty Certification. An employee returning from pregnancy disability leave must provide medical certification of fitness for duty before returning to work.

h. Return to Work. Under most circumstances, upon submission of medical certification that an employee is able to return to work from a pregnancy disability leave, PCI will reinstate the employee to the same position held at the time the leave began. However, an employee returning from pregnancy disability leave has no greater right to reinstatement than if the employee had been continuously in active employment rather than on leave. For example, if an employee on pregnancy disability leave would have been laid off had she not gone on leave, or if the employee's position has been eliminated and there is no equivalent or comparable position available, the employee would not be entitled to reinstatement.

6.3 Family and Medical Leave Act / California Family Rights Act

Eligible employees may take unpaid leave under the Family and Medical Leave Act and the California Family Rights Act ("FMLA/CFRA") for specified family and medical reasons.

a. Employee Eligibility. To be eligible for FMLA/CFRA leave, an employee must meet each of the following conditions:

- The employee must have worked for the Company for at least 12 months; and
- The employee must have worked at least 1,250 hours during the 12 months immediately preceding the request for leave.

b. Reasons for Leave. FMLA/CFRA leave may be taken for the following reasons:

- Birth of a child of the employee or the employee's registered domestic partner, or to care for a newborn child;
- Placement of a child with the employee and/or the employee's registered domestic partner for adoption or foster care;
- To care for an immediate family member (employee's spouse, domestic partner, child, or parent) with a serious health condition;
- To care for a spouse, child, parent or next of kin who is a member of the United States Armed Forces and incurs a serious injury or illness in the line of duty while on active military duty;
- Because of a "qualifying exigency" arising out the fact that a spouse, child or parent of the employee, who is a military member in the National Guard or Reserves, is on active duty or has been called to active duty in the United States Armed Forces in support of a contingency operation; or
- Because of the employee's serious health condition which makes the employee unable to perform the functions of his or her job.

A "qualifying exigency" arising out the fact that a spouse, child or parent of the employee is on active duty or has been called to active duty in the United States Armed Forces in support of a contingency operation, includes: (a) short-notice deployments; (b) military events and related activities; (c) childcare and school activities; (d) financial and legal arrangements; (e) counseling; (f) rest and recuperation; (g) post-deployment activities; and (h) additional activities not encompassed in the foregoing categories but agreed to between the Company and the employee.

A "serious health condition" is an illness, injury (including on-the-job injuries), impairment, or physical or mental condition of the employee or a child, parent or spouse of the employee that involves either in-patient care (i.e., an overnight stay) in a hospital, hospice, or residential health care facility, or continuing treatment or supervision by a health care provider. Please contact the Human Resources Manager for clarification regarding any specific situation.

When an employee who sustains an industrial injury and is eligible for FMLA/CFRA leave, the first 12 weeks of workers' compensation leave will run concurrently with the employee's FMLA/CFRA leave entitlement.

c. Duration of Leave. For most triggering events listed above, eligible employees may receive up to 12 workweeks of unpaid leave during any "rolling" 12-month period, measured backward from the date the requested leave would commence. When leave is taken to care for a member of the United States Armed Forces who incurs a serious injury or illness in the line of duty (see above), an eligible employee may receive up to 26 workweeks of unpaid leave during any "rolling" 12-month period measured backward from the date the requested leave would commence. FMLA/CFRA leave for the birth of a child or placement of a child for adoption or foster care must be concluded within 12 months of the birth or placement.

FMLA leave runs concurrently with Pregnancy Disability Leave (described above), but CFRA leave does not. Therefore, an employee who takes Pregnancy Disability Leave for a pregnancy-related disability may still take up to 12 weeks of CFRA leave after the birth of her child. We encourage employees to contact the Human Resources Manager regarding FMLA/CFRA leave related to pregnancy or childbirth, as special rules apply.

Employees may take FMLA/CFRA leave intermittently, or by reducing their normal weekly or daily work schedules, when medically necessary due to their own, an immediate family member's, or service member's serious health condition. When FMLA/CFRA leave is taken for the serious health condition of a parent, child, or spouse or for the serious health condition of the employee, the smallest increment of time that may be used is one hour. Employees who require intermittent leave or a reduced-schedule leave must attempt to schedule their leaves of absence at times that will not disrupt PCI's operations. In addition, PCI may temporarily transfer an employee on intermittent leave to an available alternative position that better accommodates the leave and has equivalent pay and benefits.

Intermittent leave for the birth of a child, to care for a newborn child, or for placement of a child through adoption or foster care is generally available, but may be subject to additional restrictions.

d. Use of Vacation during FMLA/CFRA Leave. FMLA/CFRA leave is unpaid and employees do not accrue seniority or benefits, including paid sick leave, vacation and holiday pay, during any period of FMLA/CFRA leave.

An employee may elect to use, or PCI may require that the employee use, accrued vacation when the leave is taken due to the birth or placement of a child, to care for a family member with a serious health condition, to care for an injured service member, or because of a qualifying exigency arising from a service member's call to active duty. An employee may elect to use, or PCI may require that an employee use, available paid sick leave and accrued vacation when a leave is taken due to the employee's own serious health condition.

e. Maintenance of Medical Insurance Benefits. Employees on FMLA/CFRA leave may continue to participate in group health insurance coverage for up to 12 weeks at the level and under the same terms and conditions that coverage would have been provided if the employee had continued in active status for the duration of the leave. PCI will continue to pay its portion of the employee's usual health insurance premium during an approved FMLA/CFRA leave, and the employee must pay the employee's regular portion of the health insurance premium, including the cost of any applicable dependent coverage.

If available paid sick leave or accrued vacation is substituted for unpaid FMLA/CFRA leave, the employee's portion of the applicable premium will be deducted as a regular payroll deduction. Otherwise, the employee must make arrangements to pay his/her share of the applicable premium while on FMLA/CFRA leave. Medical insurance coverage will lapse if an employee's premium payment is more than 30 days delinquent.

If an employee does not return from a FMLA/CFRA leave, PCI reserves the right to recover premiums it paid to maintain medical insurance coverage or other benefits.

f. Job Restoration. Upon returning from FMLA/CFRA leave, an employee will normally be restored to his or her original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, such employee has no greater right to job retention or restoration than if the employee had been actively working.

The FMLA contains specific guidelines for reinstatement of "key employees." "Key employees" are employees who are among the highest paid 10 percent of employees at the worksite or within a 75-mile radius. Such employees may be denied reinstatement under certain circumstances, i.e., when their reinstatement would cause substantial and grievous economic injury to the operations of PCI.

g. Notice and Medical Certification. An employee requesting FMLA/CFRA leave must provide:

- 30 days' advance notice of the need to take FMLA/CFRA leave, if the need is foreseeable, or notice as soon as practicable if the need is unforeseeable.

- Medical certification supporting the need for leave due to a serious health condition affecting the employee, a service member, or an immediate family member. The certification must be returned before the leave begins, or if that is not possible, within 15 days after the PCI's request that the employee provide medical certification. Failure to provide required medical certification may delay the commencement of leave or result in PCI withdrawing any designation of FMLA/CFRA leave, in which case the employee would be considered away without leave and subject to disciplinary action. Additional medical opinions and periodic recertification may also be required.
- Periodic reports, as deemed appropriate during the leave, regarding the employee's status and intent to return to work.
- Medical certification of fitness for duty before returning to work, if the leave was taken due to the employee's own serious health condition.

Failure to comply with the foregoing requirements may result in delay or denial of leave. Request for FMLA/CFRA forms, medical certification forms, and return to work medical certification forms are available from an employee's supervisor or the Human Resources Manager. An employee who fails to submit a required return to work medical certification form will not be permitted to resume work until it is provided.

h. Failure to Return after FMLA/CFRA Leave. An employee who fails to return to work as scheduled after FMLA/CFRA leave or exceeds the 12-week FMLA/CFRA entitlement (26-weeks when taken to care for an injured service member) may be subject to termination of employment, unless the employee qualifies for other available leave.

i. Limited Nature of This Policy. This policy is intended to provide only those leave benefits and protections required by the FMLA/CFRA. Additional information about entitlement to FMLA leave is contained in "Fact Sheet #28: The Family and Medical Leave Act of 1993," and "Fact Sheet #28A: The Family and Medical Leave Act Military Family Leave Entitlements," which are attached appendices to this Handbook.

6.4 Discretionary Personal Leave

Employees who do not qualify for Pregnancy Disability Leave, Family and Medical Leave and/or California Family Right Act, or other statutory leave, may apply for up to four weeks of unpaid discretionary leave. Requests for such leave will be approved or denied at the discretion of PCI management.

To apply for discretionary leave, an employee must (a) provide at least 30 days advance notice to the Human Resources Manager or, when unforeseen circumstances make 30 days advance notice impossible, as much advance notice as possible; and (b) if the leave is requested for medical reasons, submit a statement from his/her physician stating that the employee is unable to perform his/her job duties and the anticipated date of the employee's return. If a request for discretionary leave is approved by PCI, the employee will receive written notification of the approval and the date upon which the employee is expected to return to work (the "Return Date").

Generally, PCI does not grant discretionary leave in intervals greater than four weeks. When an employee will be unable to return to work on or before the Return Date, the employee must timely notify the Human Resources Manager, and if the leave was requested for medical reasons, provide further verification from his/her physician. Extensions of the Return Date will be granted or denied by PCI management, in its discretion. An employee who does not return to work by the Return Date, or an approved extension of the Return Date, will be deemed to have abandoned his/her position and voluntarily resigned his/her employment.

An employee may continue his/her medical insurance coverage during a discretionary leave, at his/her expense, in accordance with the applicable plan documents and COBRA.

If a holiday falls within the period an employee is on discretionary leave, the employee will not receive holiday pay.

An employee granted a discretionary leave of absence may not accept other work during the leave without prior written approval of the Human Resources Manager.

An employee who returns to work on or before the Return Date, or an approved extension of the Return Date, may return to his/her regular job, if it is available. If it is not available, PCI will generally attempt to place the employee in a similar job for which he/she is deemed by management to be qualified, if such a job is available. If no such job is available as of the Return Date, PCI will generally give the employee consideration for any position for which he/she applies and is deemed by management to be qualified during the 60-day period following the Return Date. If the employee does not return to work in an available position by the end of the 60 day period, his/her employment will be terminated.

6.5 Alcohol and Drug Rehabilitation Leave

PCI provides reasonable accommodation to employees who recognize they have a problem with alcohol or drug dependency. Employees who enroll voluntarily in a drug or alcohol rehabilitation program will be given unpaid time off to participate in the program, unless the time off would result in an undue hardship to PCI.

When an employee requests time off to participate in a rehabilitation program, PCI makes reasonable efforts to keep the fact that the employee enrolled in the program confidential.

An employee may use accrued paid sick leave and accrued vacation benefits while on rehabilitation leave.

A request for rehabilitation leave under this policy must occur before the employee's dependency has resulted in disciplinary action. When disciplinary action, including but not limited to termination from employment, has been implemented by PCI in response to an employee's violation of the Company's policy against use or possession of drugs or alcohol at work, an employee's request for rehabilitation leave will not be a defense to such disciplinary action.

6.6 Job-Related Illness or Injury

Employees are entitled to a leave of absence for the duration of any disability due to an occupational illness or injury. To qualify for an occupational disability leave, an employee must be examined by a health care provider and certified to be disabled from returning to employment. During such leave, an employee receives workers' compensation insurance benefits in accordance with California law.

Following an occupational disability leave, an employee will be reinstated to his/her former position when a health care provider certifies that the employee can safely perform the essential functions of the job, with or without reasonable accommodation. The exceptions to this rule are as follows:

- When an employee directly or indirectly indicates to the Company that he/she does not intend to return to the Company's employ;
- When the employee's former position no longer exists;
- When the Company had to replace the employee due to business necessity; and
- When the employee cannot return to his/her former job without posing a direct threat to his/her own health or safety or to the health and safety of another employee or customer.

PCI will engage in a good faith, interactive dialogue with employees on industrial disability leave who are cleared to return to some, but not all, of the employee's normal job duties. PCI will provide reasonable accommodation to allow such employees to return to work, unless the accommodation would result in undue hardship.

During a leave of absence for occupational disability, an employee may, at his/her option, integrate unused paid sick leave and accrued vacation time with his/her disability benefits through workers' compensation.

During a leave of absence for occupational disability, employees will not continue to accrue vacation. Group medical insurance benefits will continue uninterrupted during the leave of absence under the same terms and conditions as before the leave of absence began, for up to 12 weeks. After 12 weeks, an employee may continue his/her group medical insurance coverage while on leave at the employee's expense under COBRA.

6.7 Leave for Victims of Felony Crimes

An employee who is the victim of one of several specified felonies, or who is an immediate family member of a victim (spouse, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father or stepfather), a registered domestic partner of a victim, or the child of a registered domestic partner of a victim, may receive unpaid time off from work to attend judicial proceedings related to the crime, including but not limited to, proceedings involving post-arrest release decisions, pleas, sentencing, post-conviction release decisions, or any other proceeding in which the rights of the victim are at issue. Generally, an employee must provide his/her supervisor and the Human Resources Manager with a copy of the notice of the proceeding in advance of taking time off to attend. If advance notice is not possible, the employee must provide his/her supervisor and the Human Resources Manager with appropriate verification of the employee's attendance at the judicial proceeding upon returning to work.

An employee requesting otherwise unpaid leave under this policy may choose to use accrued vacation and/or paid sick leave, if available. PCI will not discriminate or retaliate against the employee for taking time off from work under this policy.

6.8 Leave and/or Reasonable Accommodation for Victims of Domestic Violence, Sexual Assault and Stalking

An employees who is the victim of domestic violence, sexual assault or stalking, may receive unpaid leave to obtain or attempt to obtain relief, including but not limited to a restraining order or other injunctive relief to help ensure the safety of the employee or his/her child. Generally, an employee must provide PCI with advance notice of the need for such leave. If advance notice is not possible, the employee must provide PCI with the following verification upon returning to work: (1) a police report showing that the employee was a victim of domestic violence, sexual assault or stalking; (2) a court order protecting the employee from the perpetrator or other evidence from the court or prosecuting attorney that the employee appeared in court; or (3) documentation from a licensed medical professional, domestic violence counselor, sexual assault counselor, health care provider, or other counselor showing that the employee was undergoing treatment for injuries or abuse resulting from an act of domestic violence, sexual assault or stalking. To the extent it is consistent with PCI's obligation to provide a safe work environment, PCI will maintain the confidentiality of an employee requesting leave under this policy.

An employee requesting otherwise unpaid leave under this policy may choose to use accrued vacation and/or paid sick leave, if available.

PCI will provide reasonable accommodation to an employee who is the victim of domestic violence, sexual assault, or stalking and who requests an accommodation for his/her safety while at work. Any such request should be directed to the Human Resources Manager. Upon receipt, PCI will engage in a good faith, interactive dialogue with the employee to determine whether a reasonable accommodation is available for the safety of the employee while at work, given the exigent circumstances and danger

facing the employee. PCI may request certification from the employee as provided above. PCI will consider and provide a reasonable accommodation to protect the employee's safety while at work, unless the accommodation would result in undue hardship to PCI's business operations.

PCI will not discriminate or retaliate against an employee because of his/her status as a victim of domestic violence, sexual assault or stalking, or for requesting leave and/or reasonable accommodation for his/her safety while at work under this policy.

6.9 Family School Partnership Leave

Parents, guardians, stepparents, foster parents, grandparents, and other persons standing in loco parentis to a child attending preschool, kindergarten or grades 1 through 12, may take up to 40 hours of unpaid leave each year for the following activities:

- To find, enroll, or reenroll his/her child in a school or with a licensed child care provider;
- To participate in activities of the school or licensed child care provider of his/her child; or
- To address a school or child care provider emergency, e.g., when the school or licensed child care provider requests that the child not attend or be picked up for reasons other than planned holidays, such as behavioral or disciplinary problems, unexpected facility closures, or natural disasters.

To request family school partnership leave, an employee must personally notify his/her supervisor and the Human Resources Manager as soon as the employee learns of the need for leave. When leave is necessary to find, enroll, or reenroll a child in school or with a licensed child care provider, or to participate in activities of the school or licensed child care provider, the employee must provide reasonable advance notice and the leave may not exceed eight hours in any calendar month.

An employee taking family school partnership leave is required to use accrued vacation time. If no accrued vacation time is available, leave taken by a non-exempt employee is unpaid.

PCI may require verification from the school or licensed child care provider that the employee was engaged in qualifying child-related activities as discussed above.

6.10 School Suspension Leave

An employee may take time off to attend a meeting with administrators at his/her child's school regarding a possible suspension. The employee should alert his/her supervisor and the Human Resources Manager as soon as possible so that arrangements may be made to avoid disruption of work. For non-exempt employees, the time off is unpaid.

An employee requesting otherwise unpaid leave under this policy may choose to use accrued vacation, if available. PCI will not discriminate or retaliate against the employee for taking time off from work under this policy.

6.11 Military Service Leave

PCI provides a leave of absence to employees who are absent from work because of military service in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and applicable state laws. Employees participating in a variety of military duties are eligible for benefits under this policy. Such benefits include leaves of absence taken by members of the uniformed services, including Reservists and National Guard members, for training, periods of active military service, funeral honors duty, and examination to determine fitness to perform such service. Subject to certain exceptions, benefits are generally limited to five years of leave of absence.

a. Procedures. An employee requesting military leave should provide PCI with notice of the need for such leave as far in advance as is reasonable under the circumstances, unless military necessity prevents it. To request a temporary or extended military leave, an employee should generally obtain a Request for Leave of Absence form from the Human Resources Manager, although written notice is not required. When an employee intends to return to work following a military leave, he/she must submit an application for reinstatement to the Human Resources Manager within the application period set forth below. Upon an employee's application for reemployment following a military leave, the Human Resources Manager will request that the employee provide military discharge documentation to establish the timeliness of the application for reemployment, the duration of the military service, and an honorable discharge from the military service.

b. Benefits. An employee on temporary or extended military leave receives the following benefits:

- i. Military leave is unpaid. However, employees on military leave may, at their option, use any accrued vacation or personal leave during their absence.
- ii. An employee on military leave may elect to continue group health insurance coverage for the employee and his or her covered dependents, under the same terms and conditions as before the leave, for a period not to exceed 31 days from the date that military leave began. The employee must pay the portion of the insurance premium normally paid by the employee. After the initial 31 day period, the employee and his or her covered dependents must continue group health insurance for up to 24 months by paying the monthly premium under COBRA.
- iii. Group life insurance, AD&D insurance, and long term disability insurance (if any) will terminate the day the employee begins active military duty.
- iv. Employees do not accrue vacation, personal leave or paid sick leave while on military leave.

c. Reemployment following Military Leave. Upon an employee's prompt application for reemployment (as defined below) following a period of military leave, the employee will be reinstated to employment as follows:

- i. *Less Than 91 Days of Military Service.* An employee returning from a military leave of less than 91 days will be reinstated to a position the employee would have attained if employment had not been interrupted by military service. If the employee is found not qualified for such position after reasonable efforts PCI, the employee will be reemployed in the position in which the employee had been employed prior to military service.
- ii. *More Than 90 Days and Less than 5 Years of Military Service.* An employee returning from a military leave of more than 90 days but less than 5 years will be reinstated to a position the employee would have attained if employment had not been interrupted by military service, or a position of like seniority, status and pay, the duties of which the employee is qualified to perform. If the employee is found not qualified for such position after reasonable efforts by PCI, the employee will be reemployed in the position in which the employee had been employed prior to military service, or a position of like seniority, status and pay, the duties of which the employee is qualified to perform.
- iii. *Employees with Service-Connected Disabilities.* If after reasonable accommodation efforts by the Company, an employee with a service-connected disability is not qualified for employment in the position he or she would have attained or in the position that he or she left, the employee will be reemployed in (i) any other position of similar seniority, status and pay for which the employee is qualified or could become qualified with reasonable

efforts by PCI, or (ii) if no such position exists, in the nearest approximation consistent with the circumstances of the employee's situation.

d. Application for Reemployment. An employee returning from military leave must submit an application for reemployment in compliance with the following schedule:

- i. *Service of Less Than 31 Days.* If the period of military service was less than 31 days, the employee must report for reemployment at the beginning of the first full regularly scheduled working period on the first calendar day following completion of service and the expiration of eight hours after a time for safe transportation back to the employee's residence.
- ii. *Service of at Least 31 Days but Less Than 181 Days.* If the period of military service was at least 31 days but less than 181 days, the employee must submit an application for reemployment to the Human Resources Manager no later than 14 days following the completion of service.
- iii. *Service of More Than 180 Days.* If the period of military service was more than 180 days, the employee must submit an application for reemployment to the Human Resources Manager no later than 90 days following the completion of service.
- iv. *Employee Hospitalized or Convalescing From a Service-Connected Injury.* An employee who is hospitalized or convalescing from a service-connected injury must submit an application for reemployment to the Human Resources Manager no later than two years following completion of service.

e. Seniority Following Military Service. Employees reemployed following military leave will receive seniority and other benefits determined by the seniority that the employee had at the beginning of the military leave, plus any additional seniority and benefits the employee would have attained, with reasonable certainty, had the employee remained continuously employed. An employee's time spent on active military duty will be counted toward his or her eligibility for FMLA/CFRA leave once the employee returns to PCI. Notwithstanding PCI's policy of at-will employment, an employee returning from military leave will not be discharged except for cause for a period of one year following reemployment.

Upon receipt of a timely request for reemployment, PCI will reinstate an employee as provided in section 3, above, unless reinstatement would impose an undue hardship for PCI, the employee's employment prior to military service was merely for a brief period with no reasonable expectation that the employment would continue, or the employee did not receive an honorable discharge from the military service.

6.12 Military Spouse Leave

PCI provides up to 10 days of job-protected, unpaid leave to employees who are spouses or registered domestic partners of military personnel who are home on leave from a period of military deployment.

a. Eligibility. An eligible employee must work an average of at least 20 hours per week and have a spouse or registered domestic partner who is a member of the armed forces of the United States, National Guard or Reserves who has been deployed during a period of military conflict.

b. Procedure. To request leave under this policy, an employee must:

- i. Provide notice to the employee's supervisor and the Human Resources Manager within two business days of receiving official notice that the employee's spouse or registered domestic partner will be on leave from deployment; and

- ii. Submit appropriate written documentation to the Human Resources Manager certifying that the employee's spouse or registered domestic partner will be on leave from deployment during the time the leave is requested.

Employees requesting leave under this policy may choose to use accrued paid time off (e.g., vacation) concurrently with some or all of the leave provided under this policy. To receive paid leave, eligible employees must comply with the Company's normal procedures for the applicable leave.

6.13 Bone Marrow Donation Leave

Employees who have been employed for at least 90 days may request a leave of absence of up to five business days in any one-year period to undergo a medical procedure to donate bone marrow. Such employees must provide certification from a physician regarding the purpose and duration of any leave requested.

During a leave taken for bone marrow donation, employees must use up to five days of available paid sick leave and accrued vacation time, but the use of available paid sick leave and accrued vacation time off does not extend the duration of the leave. If paid sick leave and/or accrued vacation time are not available or insufficient, the additional time off will be paid by the Company, but the paid time off shall not exceed five days.

Employees receive group health benefits for the duration of a leave taken for bone marrow donation under the same terms and conditions as before the leave. Leave taken under this policy is not considered a break in an employee's continuous service for the purpose of salary adjustments, paid sick leave, vacation, or seniority. Leave taken under this policy does not run concurrently with FMLA/CFRA leave. Upon returning from such leave, employees will be reinstated to the same or an equivalent position.

6.14 Organ Donation Leave

Employee who have been employed for at least 90 days may request a leave of absence of up to 60 days in any one-year period to undergo a medical procedure to donate an organ. Such employees must provide certification from a physician regarding the purpose and duration of any leave requested.

During a leave taken for organ donation, employees must use up to two weeks of available paid sick leave and accrued vacation time, but the use of available paid sick leave and accrued vacation time does not extend the duration of the leave. If paid sick leave and/or accrued vacation time are not available or insufficient, the additional time off for such procedure shall be paid by the Company, but the paid time off shall not exceed 30 days.

Employees receive group health benefits for the duration of a leave taken for organ donation under the same terms and conditions as before the leave. Leave taken under this policy is not considered a break in an employee's continuous service for the purpose of salary adjustments, paid sick leave, vacation, or seniority. Leave taken under this policy does not run concurrently with FMLA/CFRA leave. Upon returning from such leave, employees will be reinstated to the same or an equivalent position.

Section 7

HEALTH AND SAFETY

7.1 Safety

PCI promotes and requires safe work practices and safety on the job. The health and well-being of our employees and customers is foremost among our concerns. For this reason, all employees are required to follow common sense safety practices and correct or report any unsafe conditions to a supervisor or manager and the Human Resources Manager. Each employee receives training regarding PCI's injury prevention program. Each employee is expected to assist in maintaining safe working conditions. Safety is a state of mind and requires constant vigilance and common sense. Safety is everyone's responsibility.

All accidents, including those which do not involve serious injury and those involving customers, must be reported immediately to an employee's supervisor or manager, and to the Human Resources Manager. There are no exceptions.

7.2 Work Environment

Each PCI employee has the responsibility to contribute to a safe, cooperative and pleasant work environment. The following rules and guidelines provide a basis for that responsibility.

PCI strives to provide a safe work environment and to take practical steps to prevent injuries to employees in accordance with PCI's Injury and Illness Prevention Program (IIPP) and all other safety policies.

Every supervisor is required to seek out, record and correct all unsafe conditions and/or actions by employees. In addition, each employee is required to report any unsafe working conditions and/or procedures to a supervisor or manager. Each employee and his/her supervisor or manager is required to correct any unsafe working condition expeditiously and as soon as possible. Improper and unsafe working performance and/or allowing unsafe work conditions to persist is grounds for disciplinary action, up to and including termination of employment.

Be alert to and aware of hazards at PCI worksites that could lead to injury to you, your fellow employees, PCI's customers, or other members of the public.

7.3. Safety Rules

The following Safety Rules are applicable to all PCI employees:

- a. Report all injuries and accidents immediately to your supervisor or manager, and to the Human Resources Manager. This applies to injuries and accidents on PCI property or while on PCI business at another assigned location. Supervisors and managers must provide a timely, written report to the Human Resources Manager, including date, time, location, a description of the accident, and possible cause of accident.
- b. Running, jumping, shoving, hitting, fighting, speeding or careless driving of a motor vehicle, or any other activity that potentially could have an adverse effect on the well-being of employees or members of the public, is prohibited.
- c. Do not use or operate any machines, vehicles or equipment on which you have not been properly trained.
- d. Employees should not handle or tamper with electrical equipment, machinery or tools that are not within the scope of their job duties.
- e. Employees should never disable or attempt to disable the safety guards or devices on any equipment, machinery, tool or vehicle.

- f. Correct lifting techniques, using the legs not the back, should be applied at all times. Do not attempt to lift any object that may strain your muscles or that is awkward to lift. Ask for assistance whenever needed.
- g. Each employee is required to maintain cleanliness and good housekeeping in his/her work area and in public areas such as aisles, hallways and restrooms. Do not create or contribute to unsafe or unsanitary conditions. General cleaning is done regularly, i.e., vacuuming, cleaning of the work area, emptying wastebaskets, etc. However, employees are responsible for picking up and cleaning after themselves. Please be mindful of this fact and considerate of your coworkers.

7.4 Lockers

Lockers and combination locks are provided at certain locations for the convenience and use of the employees. Although lockers are made available for the convenience of employees while at work, employees should remember that all lockers and locks remain the sole property of PCI and employees have no expectation of privacy in the contents of their locker. Employees should not place any other lock on a locker. Lockers or combination locks should not be shared with other employees.

PCI reserves the right to open and inspect lockers, as well as any contents, effects or articles that are in lockers. Such inspections may occur at any time, with or without advance notice or consent. Further, such inspections may be conducted during, before or after working hours by any supervisor, manager, or security staff designated by the Company. Employees who, when asked, fail to cooperate in any inspection will be subject to disciplinary action, up to and including termination of employment.

Prohibited materials, including weapons, explosives, alcohol, and non-prescribed drugs or medications, may not be placed in a locker. Perishable items should not be stored in lockers or left for prolonged periods. Valuable items such as jewelry, money, etc. also should not be stored in the lockers. PCI is not responsible for any articles that are brought to the workplace and/or placed in a locker that are lost, damaged, stolen or destroyed. Please do not bring valuable items to work.

7.5 Security Inspections

To protect PCI and its employees from theft and to enforce Company policies prohibiting other misconduct, including the possession or use of drugs, alcohol, weapons, and stolen property, the Company reserves the right to search employees and their personal property (e.g., vehicles, clothing, packages, purses, brief cases, lunch boxes, or other containers brought onto PCI property or PCI administered facilities) at any time. Employees are expected to cooperate in the conduct of such searches.

PCI provides vehicles, desks, file cabinets, lockers, and other equipment and property for employees to use while on the job (the "Company-Provided Property"). Searches of Company-Provided Property in the possession or use of an employee may be conducted at any time, whether or not there is reason to believe Company policy has been violated. Employees have no expectation of privacy in the contents of Company-Provided Property and may not refuse to allow the Company to search Company-Provided Property.

7.6 Workers' Compensation

Under California law, PCI provides employees with workers' compensation insurance. An employee who is injured on the job, is entitled to certain benefits. It is each employee's duty to promptly notify his/her supervisor or manager of any such injury. A supervisor or manager who is informed of an injury on the job will assist the injured employee in securing treatment and will provide the injured employee with the forms necessary to apply for workers' compensation benefits.

PCI is concerned with worker and public safety and it is important that each employee work to avoid accidents during his/her employment with the Company. To insure each employee's physical well-being and the correct processing of claims, it is extremely important that each employee notify his/her supervisor or manager immediately when an injury occurs during or as a result of employment, no matter how slight.

PCI and its insurance carrier are not liable for the payment of workers' compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty, recreational, social or athletic activity which is not part of the employee's work-related duties. An employee's participation in such activities is completely voluntary and not part his his/her job duties.

Workers' compensation fraud is illegal. Anyone who makes or causes to be made any knowingly false or fraudulent material statements for the purpose of obtaining or denying workers' compensation benefits is guilty of a felony.

If you have any questions regarding workers' compensation benefits, please contact the Human Resources Manager.

7.7 Drug and Alcohol Use

PCI strives to maintain a workplace free of illegal drugs and alcohol and to discourage drug and alcohol abuse by its employees. Misuse of alcohol or drugs can impair the ability of employees to perform their duties, as well as adversely affect customers' and the public's confidence in the Company.

a. Alcohol. Employees are prohibited from using or being under the influence of alcohol while conducting business for PCI, operating a motor vehicle for any job-related purpose, or while on the premises of any PCI worksite. The only exception to this policy is when PCI hosts a Company-sponsored event where alcohol is served, in which case employees are expected and required to observe proper limits and avoid excessive consumption of alcohol.

b. Illegal Drugs. PCI employees are prohibited from using or being under the influence of illegal drugs at any time. In addition, employees are prohibited from using, manufacturing, distributing, purchasing, transferring or possessing illegal drugs. This policy does not prohibit the proper use of prescribed medication under the direction of a physician; however, misuse of such medication is prohibited.

c. Prescription Drugs. The proper use of medication prescribed by the employee's physician is not prohibited; however, misuse of prescribed medication is strictly prohibited. Employees who are required to submit to drug testing (see below) may disclose such prescriptions on the disclosure form at the drug testing facility. Each employee is responsible to determine from his/her physician whether a prescribed medication may impair job performance. Any employee who is prescribed a medication that may create a risk to the safety of the employee or others must disclose such risk to the Human Resources Manager.

d. Marijuana. Although medical and recreational use of marijuana is now permitted by some states, including California, marijuana possession, cultivation or use remains a federal crime, subjecting a defendant to fines, incarceration or both under federal law. Therefore, marijuana is an illegal drug under this policy, and employees are prohibited from possessing marijuana in the workplace, coming to work under the influence of marijuana, or coming to work with marijuana in their systems. Employees who are in possession of or under the influence of marijuana, or who test positive for marijuana use, are subject to disciplinary action, up to and including termination from employment.

e. Disciplinary Action. Employees who violate this policy are subject to disciplinary action, up to and including termination of employment, even for a first offense. Violations include refusal to consent to and comply with testing and search procedures as described below.

f. Searches. PCI may conduct searches for illegal drugs or alcohol at Company facilities or worksites without prior notice to employees. PCI reserves the right to search desks, lockers, file cabinets, and other property provided by PCI at any time, and employees have no expectation of privacy with respect to such areas, even if they are locked. Employees are expected to cooperate fully when PCI conducts a search. Failure to cooperate will result in disciplinary action, up to and including termination of employment.

Searches of employees and their personal property may be conducted when there is reasonable suspicion to believe that the employee has violated this policy or when circumstances or workplace conditions justify such a search. Personal property may include, but is not limited to, purses, boxes, briefcases, and automobiles parked on PCI property. An employee's consent to a search is required as a condition of employment and an employee's refusal to consent may result in disciplinary action, up to and including termination of employment.

g. Drug and Alcohol Testing – All Employees. PCI may require a blood test, urinalysis, hair test or other drug or alcohol screening of employees suspected of using or being under the influence of illegal drugs or alcohol, or when other circumstances or workplace conditions justify such testing, or when such testing is required by law. An employee's refusal to consent to testing may result in disciplinary action, up to and including termination of employment.

PCI will require testing for illegal drugs and/or alcohol when:

- A reasonable suspicion exists that any employee has alcohol, illegal drugs, or intoxicants within his or her system. A reasonable suspicion may arise from, among other things, odor on the breath, slurred speech, imbalance when walking, or other indicia of drug or alcohol use;
- An accident occurs under circumstances which give rise to a reasonable suspicion that that illegal drugs and/or alcohol were a contributing cause; or
- When required by state or federal law.

In instances where a drug and alcohol test is needed, the employee in question will not be allowed to drive himself or herself to or from the testing facility. A Company representative will be designated for this purpose.

PCI may also test for alcohol and/or illegal drugs as part of a post-offer, pre-employment drug and alcohol screen of applicants for employment.

h. Drug and Alcohol Testing – Employees Holding Safety Sensitive Positions. In addition to the drug and alcohol testing procedures discussed in Section 7.7(c), above, federal regulations (Department of Transportation 49 CFR Part 40 and Federal Transit Administration CFR Part 655) require PCI and its Transportation Concepts division conduct drug and alcohol testing of vehicle operators, maintenance workers, and dispatchers who are identified as safety sensitive employees. In accordance with these regulations, such employees holding safety sensitive positions are required to submit to a drug and/or alcohol testing in accordance with federal law, including:

- Pre-employment testing;
- Post accident testing;
- Random testing; and
- Reasonable Suspicion based testing.

7.8 Workplace Violence Prevention

PCI is committed to preventing workplace violence and maintaining a safe work environment. PCI has adopted the following guidelines to address intimidation, harassment, or other threats of (or actual) violence in the workplace.

All employees, including managers, regular employees, temporary employees and contractors, must be treated with courtesy and respect at all times. Employees must refrain from fighting, horseplay, or other conduct that may be dangerous to others. Firearms, weapons, and other dangerous or hazardous devices or substances are strictly prohibited and may not be brought to Company premises, including Company parking lots.

Conduct that threatens, intimidates, or coerces another employee or a contractor, customer, or member of the public at any time will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual's sex, race, age, or any other characteristic protected by federal, state, or local law.

All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to an employee's supervisor or manager, the Human Resources Manager, or any other member of PCI management. This includes threats by employees, as well as threats by customers, contractors, vendors, solicitors, family members, or other members of the public. When reporting a threat of violence, an employee should be as specific and detailed as possible.

All suspicious individuals or activities should also be reported as soon as possible to a supervisor or manager. Do not place yourself in peril. If you see or hear a commotion or disturbance near your workstation, do not try to intercede or see what is happening. Find a supervisor or manager and report what you saw or heard. If no supervisor or manager is present, an employee who sees or hears a commotion or disturbance in the workplace should call 911.

PCI will promptly and thoroughly investigate all reports of threats of (or actual) violence and suspicious individuals or activities. The identity of the individual making a report will be protected to the extent practicable and consistent with PCI investigating the report and providing a safe workplace.

Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to disciplinary action, up to and including termination of employment.

PCI encourages employees to bring their disputes or differences with other employees to the attention of their supervisor or manager, or the Human Resources Manager, before the situation escalates. PCI is eager to assist in resolving employee disputes.

7.9 Emergency Closings

At times, emergencies such as severe weather, fires, power failures, or earthquakes, can disrupt PCI's operations. In extreme cases, these circumstances may require the temporary closing of a work facility.

When the decision to close a facility is made AFTER the workday has begun, employees will receive official notification from their supervisor or manager. In these situations, time off from scheduled work will be unpaid for all non-exempt employees. Employees in essential operations may be asked to work on a day when operations are officially closed.

Exempt employees who are scheduled to work will be paid for their entire shift, whether they are on site when the facility closes or the facility closes before their shift begins.

When emergency conditions exist, essential employees who are scheduled to work but are unable to report to work must call their supervisor or manager to report their absence.

7.10 Transportation Concepts Workplace Safety

Each Transportation Concepts employee has the responsibility to contribute to a safe, cooperative and pleasant work environment. The following rules and guidelines provide a basis for that responsibility and they are applicable to all employees of PCI's Transportation Concepts division.

a. Safety Policy. The Company seeks to provide the safest possible work environment and takes practical steps to prevent injury to employees in accordance with the Company's Safety Program. Consistent with this policy, every supervisor is required to look for, record and correct all unsafe conditions and/or actions by employees. In addition, each employee has the responsibility to report any unsafe working conditions and/or procedures to his/her supervisor and correct them whenever possible. Each employee must be alert and aware of hazards that could lead to injury to the employee, a co-worker, a pedestrian, or the riding public. Improper and unsafe working habits may be cause for disciplinary action, up to and including termination of employment.

b. Safety Rules. Employees must comply at all time with the following safety rules and procedures:

- Report all vehicle accidents or personal injuries immediately to the employee's supervisor. This applies to accidents on Company property or while on Company business at another assigned location. An employee's supervisor will assist in preparing a written report including date, time, location, and possible cause of accident.
- Running, jumping, shoving, hitting, fighting or any activity that has an adverse influence on the well-being of employees is prohibited. Employees are to walk, not run, at all times.
- Employees may not use any machines or equipment for which they have not been trained.
- Employees should not handle or tamper with electrical equipment, machinery or tools that are not within their scope of duties.
- Correct lifting techniques (using the legs not the back) should be used at all times. An employee must not attempt to lift any object that may strain his/her muscles or that is light but awkward, and should ask for assistance whenever needed.
- Each employee is required to maintain habits of cleanliness in his/her own work area and in public areas such as restrooms. Do not create or contribute to unsanitary conditions in any way. Although general cleaning maintenance is done regularly, i.e., vacuuming, cleaning of the work area, emptying wastebaskets, etc., all employees are responsible for picking up and cleaning after themselves. Please be mindful of this fact and considerate to co-workers.

c. Accident Definition. All occurrences involving bodily injury, or suspected or potential bodily injury to another person, contact with another person, contact with another person's property, or contact with Company-owned or operated vehicles, whether or not there is damage, are considered accidents.

d. Accident Reporting. All accidents or incidents while on duty must be reported immediately to a Company supervisor either over the two-way radio, telephone or in person. An accident report must be completed and submitted to the on-duty supervisor no later than the end of a work shift on the date of occurrence.

e. Passenger Injuries and Incidents. Passenger on-board injuries (falling on-board, while boarding, or de-boarding) are treated under the same procedures as vehicle accidents, and must be reported immediately by two-way radio or telephone. An accident report must be filed in every case, even if the suspected injured party says that he/she is not injured or does not wish to make a report.

f. Accident Classifications.

- **PREVENTABLE:** An accident will be considered preventable when the employee failed to do everything reasonable to prevent the accident.
- **NON-PREVENTABLE:** An accident will be considered non-preventable when the employee did nothing that contributed to the cause of the accident.

g. Evaluating Accidents. An employee's manager and/or safety committee will review all accidents, determine preventability, and assign a point value. In addition, when necessary, the Company's Director of Safety will review accident investigations to ensure that they have been evaluated in compliance with the National Safety Council Guidelines. An employee who is involved in an accident may be suspended pending the outcome of the investigation.

h. Re-Training. The Company will provide remedial training after a preventable accident, failed ride check, or failed unobserved road check. Depending on the circumstances, a vehicle operator may not be scheduled into regular service until the retraining is complete.

i. Safety Point System. The point system described below applies to all Transportation Concepts division employees who operate a Company vehicle on public roadways, Company property, or private property. Point assessments shall be applied whether incurred in a Company or private vehicle.

Examples of One (1) Point Assessment

- Preventable accident with no damage to property or other vehicles involved.
- Passenger-related preventable accident for which there is no claim for medical treatment or monetary award.
- An accumulation of two (2) preventable accidents during a 6-month period. (This is a one (1)-point assessment in addition to the other points assessed.)

Examples of Two (2) Point Assessment

- Preventable accident with vehicle or property damage.
- Passenger-related preventable accident with claim for medical treatment or monetary award.
- Conviction of a minor traffic violation. A minor violation is any moving traffic citation that does not qualify as a "major violation" (as defined below).

Examples of Five (5) Point Assessment

- Preventable accident as a result of failure to properly secure wheelchair.
- Preventable accident as a result of driver negligence resulting in serious injury, death and/or high property damage.
- Failure to immediately report a citation or accident.
- Failure to immediately report a citation received for a Major Violation.
- Conviction of a Major Violation. A Major Violation is any citation that involves: (1) driving while intoxicated or under the influence of alcohol or drugs; (2) failure to stop and report an accident in which the employee was involved; (3) homicide, manslaughter, or assault arising out of the operation of a motor vehicle; (4) driving while license is suspended or revoked; (5) reckless driving; (6) possession of open container of alcoholic beverages; and/or (7) speed contests, drag racing, or attempts to elude an officer of the law.

j. Safety Points Accumulation. The accumulation of points within a floating 18-month period will result in the following action:

1 – 2 points	Written Warning
3 – 4 points	3 day Suspension (without pay)
5 points	Discharge

In situations involving more than one point assessment, for instance, an accident with a citation, only the highest point assessment will be used.

k. On-the-Road Supervision. Each vehicle operator will be reviewed by his supervisor/manager or trainer on a regular basis. These reviews will include a ride check or unobserved road check.