

**RESOLUTION NO. 2004-309**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE  
AUTHORIZING A CONTRACT WITH COMPLETE COACH WORKS FOR THE  
PURCHASE OF FOUR (4) BUSES FOR THE CITY'S FIXED-ROUTE TRANSIT  
SERVICES**

**WHEREAS**, The City of Elk Grove has selected a contract operator for the provision of the City's fixed-route transit services; and


**WHEREAS**, The City of Elk Grove intends to utilize low emission vehicles for the protection of the environment.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Elk Grove hereby authorizes the City Manager to execute a contract with Complete Coach Works for the purchase of four (4) buses for the operation of the City's fixed-route transit services; the funding source for the new transit buses is from development impact fees.

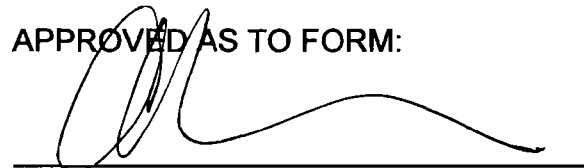
**PASSED AND ADOPTED** by the City Council of the City of Elk Grove on this 15<sup>th</sup> day of December 2004.

  
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SOPHIA SCHERMAN, MAYOR of the  
CITY OF ELK GROVE

ATTEST:

  
\_\_\_\_\_  
PEGGY E. JACKSON, CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
ANTHONY B. MANZANETTI,  
CITY ATTORNEY

**CITY OF ELK GROVE  
&  
COMPLETE COACH WORKS**

**CONTRACT FOR REMANUFACTURE  
OF  
FOUR GILLIG 40' PHANTOM BUSES**

**CONTRACT  
between**

CITY OF ELK GROVE  
8400 Laguna Palms Way  
Elk Grove, CA 95758

NOT TO EXCEED:  
\$1,851,330.95

TEL: (916) 683-7111

And

COMPLETE COACH WORKS  
1863 Service Court  
Riverside, CA 92507

CONTRACT TYPE:  
Fixed Price Unit Rate

TEL: (909) 684-9595

**FOR  
FOUR 40-FOOT REMANUFACTURED GILLIG PHANTOM TRANSIT BUSES  
PLUS OPTIONS FOR 21 ADDITIONAL 40-FOOT REMANUFACTURED  
GILLIG PHANTOM TRANSIT BUSES**

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This Contract, dated as of the 15 day of December, 2004, is entered into by and between CITY OF ELK GROVE (CITY) AND COMPLETE COACH WORKS (Contractor). In consideration of all of the mutual covenants set forth below, the parties hereby agree as follows:

**1. CONTRACT**

This Contract consists of this Form of Agreement and the following Contract Documents, including all exhibits, drawings, specifications and other documents either contained therein or attached thereto and incorporated therein by reference:

CONTRACT DOCUMENTS

- Technical Specifications for Refurbishment
- "Elk Grove Hybrid Project" Schedule and Delivery Schedule
- ISE Research Standard Warranty (to be extended to 60 months in this Contract)
- California Air Resources Board Air Quality Performance Standards for Elk Grove Transit

Except as otherwise specified in the Contract, in the event of conflict the precedence of the Contract Documents shall be in the order listed above with this Form of Agreement taking precedence over all attachments.

Amendments and changes to any Contract Document shall supercede the provisions they amend or change in the affected Contract Document, and, unless otherwise specifically stated in the amendment or change, the amendments and changes shall take the order of precedence of the Contract Document they amend or change.

## 2. SCOPE OF WORK

Contractor shall Furnish all necessary labor, materials, supplies, and transportation necessary to remanufacture and deliver four 40-Foot Gillig Phantom Transit Buses in accordance with this Contract and the attached Technical Specification for Refurbishment. A summary of critical Work to be provided by the Contractor includes:

- The Contractor will provide and remanufacture four (4) Gillig 40' Phantom buses to include complete structural examination and repair, complete body examination and repair, including elimination of any rust or corrosion and treatment to prevent reoccurrence, new two color paint job per a paint scheme as submitted by the CITY, complete interior rehab including new plywood as needed, new RCA flooring, new side panels, carpeted back bulkhead, new Transit Care 3 Minute quick change liner and window system, new reclining high back seats except at rear seat and front wheel-well and wheelchair positions.
- The enhancements will include new LED external lights, new LED front side and rear destination signs coupled to Digital Recorders Talking Bus automated stop announcement system, parcel racks, DVD player, eight TV screens and amplifier mounted under the parcel racks, City artwork on buses and stainless steel bike racks.
- The driver's area and front dashboard will be treated with the Contractor's unique dual process urethane in order to provide an impact resistant, UV resistant, cut and graffiti resistant textured finish.
- The suspension and brake systems will be completely rebuilt, the air conditioning system will be cleaned, leak tested and recharged with freon, the blower motors will be rebuilt and a new expansion valve and dryer filter installed. The A/C compressor will be a new scroll type compressor integrated with the Hybrid Drive System.
- The existing drive train will be removed and a new gasoline based electric hybrid drive system as manufactured by ISE will be supplied.
- All replacement parts will be OEM materials, and all repairs to parts and systems will meet OEM standards.
- When the complete remanufacturing process is completed the vehicles will be assigned new VIN numbers and titled as 2005 buses.
- Warranty will include a 2 year, 100,000 mile warranty on all workmanship provided by the Contractor as well as any additional component warranties

passed through by various component manufacturers. The Hybrid drives system shall also be warranted in accordance with the attached ISE Research warranty except that the CITY and Contractor agree that this warranty shall be extended 36 months beyond the normal 24 months for a total warranty period of 60 months.

- ISE Research (the hybrid drive system manufacturer) will provide initial operator and maintenance training with the initial bus deliveries and will additionally provide six months of onsite training, maintenance and warranty support.
- The Contractor shall deliver the Vehicles for testing and acceptance in accordance with the “Elk Grove Hybrid Project” Schedule and Delivery Schedule attached as part of the Contract Documents.
- The Contractor shall provide an option to purchase 21 additional 40-foot remanufactured transit buses; a minimum option order size will be 3 buses; pricing as stated below will remain in effect through December 31, 2005; buses purchased after that date but prior to December 31, 2006, will be at pricing stated below adjusted by the Transportation Industry Index for the period.

**3. PERIOD OF PERFORMANCE**

The Effective Date of this Contract shall be the Effective Date set forth in the Notice to Proceed (“NTP”). Contractor shall commence work after the Effective Date of the Contract, upon receipt of the NTP as provided herein. The delivery of the first bus shall be completed by May 1, 2005. Thereafter, delivery of one bus shall be completed each week until all Vehicles are delivered. All buses shall be delivered no later than June 1, 2005.

**4. PAYMENT PROVISIONS**

In consideration of the remanufacture and delivery of the Vehicles and Contractor’s performance in accordance with all of the terms and conditions of the Contract, the CITY shall pay Contractor the unit prices of the Vehicles delivered and Accepted in accordance with the Contract in an amount not to exceed the Total Contract Price of \$1,851,330.95 as follows.

**Vehicles, Training, Support, and Delivery**

<b>Item Description</b>	<b>No. of Units</b>	<b>Unit Price</b>	<b>Total Price</b>
<b>40-Foot Gillig Phantom Buses and components subject to tax</b>	<b>4</b>	<b>\$262,186.14</b>	<b>\$1,048,744.56</b>
<b>Wireless Internet System subject to tax</b>	<b>4</b>	<b>\$3,333.99</b>	<b>\$13,335.96</b>
<b>Satellite System subject to tax</b>	<b>4</b>	<b>\$2,890.00</b>	<b>\$11,560.00</b>
<b>Monitors</b>	<b>4</b>	<b>\$1,104.00</b>	<b>\$4,416.00</b>
<b>Decals</b>	<b>4</b>	<b>\$3,549.00</b>	<b>\$14,196.00</b>
<b>Stainless Steel Bike Racks</b>	<b>4</b>	<b>\$945.43</b>	<b>\$3,781.72</b>
<b>Non-taxable additional 3 year warranty</b>	<b>4</b>	<b>\$24,300</b>	<b>\$97,200.00</b>

<b>on ISE Research drive systems</b>			
<b>Non-taxable ADA components, ISE Research training and support, delivery of buses to Elk Grove, and all labor</b>	<b>4</b>	<b>\$119,923.86</b>	<b>\$479,695.44</b>
<b>Tax at 7.75%</b>	<b>4</b>	<b>\$21,235.66</b>	<b>\$84,942.65</b>
<b>TOTAL PRICE</b>	<b>4</b>	<b>\$439,468.08</b>	<b>\$1,757,872.33</b>
<b>Denominator Passenger Counters</b>	<b>4</b>	<b>\$250.00</b>	<b>\$1,000.00</b>
<b>Main Farebox</b>	<b>4</b>	<b>\$800.00</b>	<b>\$3,200.00</b>
<b>Transfer Cutter</b>	<b>4</b>	<b>\$180.00</b>	<b>\$720.00</b>
<b>Hubometer</b>	<b>4</b>	<b>\$55.00</b>	<b>\$220.00</b>
<b>Fire extinguisher</b>	<b>4</b>	<b>incl.</b>	<b>incl.</b>
<b>Safety reflectors</b>	<b>4</b>	<b>incl.</b>	<b>incl.</b>
<b>First Aid Kit</b>	<b>4</b>	<b>\$40.00</b>	<b>\$160.00</b>
<b>Sub Total</b>		<b>\$1,325.00</b>	<b>\$5,300.00</b>
<b>Contingency: 5%</b>		<b>\$22,039.65</b>	<b>\$88,158.62</b>
<b>GRAND TOTAL</b>		<b>\$462,832.73</b>	<b>\$1,851,330.95</b>

**5. PROGRESS PAYMENTS FOR VEHICLES**

CITY shall make progress payments for the Vehicles according to the following schedule. Each bus delivered to the CITY will be paid at 50% of the total purchase price of that vehicle upon delivery. The remaining 50% of the purchase price of that vehicle will be paid upon completion of testing and Acceptance of the Vehicle by the CITY. Title to any vehicle shall not transfer to the City until acceptance in writing by Transit Resource Center, MV Transportation, Inc., and the City.

**6. INVOICES**

Contractor shall submit invoices for Progress Payments listed in Section 5 following delivery of each Vehicle to the CITY at its designated location. A separate invoice shall be submitted for each Vehicle. Each invoice shall include:

- Model and serial number of Vehicles invoiced
- Unit or total prices by line item number
- Total invoice amount.

Payment shall be paid net 30 days. The CITY may consider payment terms of less than 30 days if the Contractor provides a discount as consideration for the expedited payment. No discount will be considered in the award of the Contract. Negotiation of any proposed expedited payment discount shall be conducted and finalized prior to the conclusion of the Pre-Production Meetings.

**7. GLOSSARY OF TERMS**

Acceptance	Acceptance by CITY after tender of delivery by the Contactor evidenced by its issuance of a written document
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	of acceptance, as provided in the Contract. CITY's act of taking delivery for purposes of an Acceptance Test shall not constitute Acceptance.
Acceptance Test	Any the test described in the Contract as a test or an acceptance test.
Authorized Representative	Person, or firm authorized or empowered to act for, or on behalf of CITY, Contractor, or other person, or business or Governmental Entity, as provided in the Contract. (May also be referred to as Agent)
Change Notice (CN)	A written document issued by the CITY to the Contractor describing a proposed Change and requesting the Contractor to submit a Contractor's Cost and Schedule Proposal. A CN does not authorize the Contractor to commence performance of the proposed Change.
Change Order (CO)	A unilateral or bilateral written directive as to a Change or to perform Changed Work and making conforming changes to the Total Contract Price, Contract Time or Contract Documents.
Changed Work (or Change)	Additions, deletions or other revisions ordered by the CITY within the general scope of the Contract. All Changed Work, including that of a minor nature which does not involve an adjustment in the Total Contract Price and/or Contract Time, must be authorized by a Change Order. Changed Work does not include Work performed or time spent by Contractor to correct any Deficiency.
Claim	A written demand by one of the contracting parties for: a time extension, payment or money, or other legal, equitable or contractual relief.
Contract	Written agreement executed by the CITY and the Contractor which sets forth the rights and obligations of the parties in connection with the Work, and which includes the Contract Documents and all incorporated attachments and exhibits in the Contract Article entitled Contract Documents Order of Precedence.
Contract Documents	The documents included in the Contract and made a part hereof, including without limitation Attachments and Exhibits incorporated herein either by attachment or by reference.
Contract Milestone	An established point, event or occurrence in the progress of the Work that is included in or associated with the Schedule, as defined in the Contract.
Contract Time	The number of calendar days, or portion thereof, allowed for completion of the Work, including all authorized time extensions. The Effective Date specified in the NTP shall be the date on which the Contract Time begins.
Contracting Officer	The City Manager who is authorized and empowered to

	execute contracts, change orders, agreements and other documents on behalf of the CITY.
Contractor	The individual, firm, partnership, corporation, joint venture, or combination thereof, which may also be referred to by the term "it", that has entered into the Contract with the CITY.
Cure Notice	Written notice from the CITY to the Contractor to cure a default or Deficiency, or to correct Work performed or to replace goods used which are not in conformance with the Contract.
Days	Unless otherwise stated, "days" shall mean calendar days.
Deficiency	Defect(s) in any of the Work in the design, materials, workmanship of the Equipment, failure to meet any Contractual standard, or error(s), omission(s), or deviation(s) from the Specifications; or other problem(s) which result in the Equipment or any portion thereof not performing in accordance with the Specifications.
Dispute	A disagreement between the parties as to the merits, amount or remedy arising out of a claim.
Effective Date	"Effective Date" means the date set forth in the Contract under the Article entitled PERIOD OF PERFORMANCE, or in an NTP issued pursuant thereto, which is the commencement date of all performance under the Contract. All dates and schedules under the Contract shall be measured from the Effective Date.
Emergency	Any sudden generally unforeseen occurrence (such as a fire, flood, storm, earthquake, epidemic, civil disorder or other natural and/or man-made disaster) that has the potential to: adversely affect the safety of life, the Work, and/or adjacent property; interrupt contracts essential to the provision of daily transit service; and/or cause catastrophic failure of revenue-producing equipment and/or facilities.
Equipment	Any and all machinery, vehicles, systems, assemblies, sub-assemblies, products, material fittings, devices, appliances, fixtures, apparatus, supplies and parts provided by the Contractor to CITY pursuant to this Contract
Final Acceptance	Acceptance by the CITY of the Equipment and all Work under the Contract or a specified portion thereof, by the issuance of a document of acceptance as provided in the Contract certifying that the Equipment, or portion or unit thereof, and all related Work, has been fully completed in accordance with the Contract.
Force Majeure	Any of the following events (provided such events are beyond the control of the Contractor and are not due to an act or omission of the Contractor), which materially and adversely affect the Contractor's obligations hereunder and

which event (or the effects of which event) could not have been avoided by due diligence and use of reasonable efforts by the Contractor:

(a) earthquake exceeding 3.5 on the Richter scale epicentered within 25 miles of the specific location of damage on the Worksite, any earthquake exceeding 5.0 on the Richter scale epicentered within 50 miles from the specific location of damage on the Worksite, and any earthquake exceeding 6.5 on the Richter scale epicentered within 75 miles from the specific location of damage on the Worksite, based on the final determination regarding the location and magnitude of the earthquake published by the National Earthquake Information Center in Golden, Colorado;

(b) Any epidemic, quarantine restrictions, blockade, rebellion, war, riot, civil disorder, act of a public enemy, or act of sabotage, or any malicious or other acts intended to cause loss or damage;

(c) The suspension, termination, interruption, denial or failure to obtain, non-renewal or amendment, by a Governmental Entity, of any permit or approval required to be obtained and maintained in force by the CITY;

(d) Any change in a Law or change in the judicial or administrative interpretation of, or adoption of any new Law which is materially inconsistent with Laws in effect on the bid opening date (subject to the exclusions set forth below);

(e) Any fire or other physical destruction or damage, including lighting, explosion, drought, rain, flood, hurricane, storm or action of the elements or other acts of God;

(f) Strike, labor dispute, freight embargos, work slowdown, work stoppage, secondary boycott, walk-out or other similar occurrence; or

(g) Any other event not in the reasonable control of the Contractor.

Furnish Construct, manufacture, fabricate, deliver or provide at Contractor's expense labor, Equipment or designated portions or items thereof necessary or required for the performance of the Contract, including all tests and inspections.

Governmental Approval Approval, authorization, certification, consent, exemption, filing, lease, license, permit, registration or ruling, required by or with any Governmental Agency having subject matter jurisdiction by Law or consent of the CITY in order to design and manufacture the Equipment.

Government Entity Any federal, state, or local government and any political



	subdivision or any governmental, quasi-governmental, judicial, public or statutory instrumentality, administrative agency, authority, body or entity other than the CITY.
Law	Any federal, state or local statute, law, regulation, ordinance, rule, standard, judgment, order, executive order, decree, directive, guideline, policy requirement, other government restriction or any similar form of decision of or determination by, or any interpretation or administration of any of the foregoing by, any court or Governmental Entity, which is applicable to the Contract, the Equipment or the or the Work, as amended whether now or hereafter in effect. A law when cited herein shall be as amended unless provided to the contrary.
Milestone	An established event or occurrence that is associated with the Schedule as defined in the Contract.
Notice of Termination	Written notice from the CITY to the Contractor and its Surety terminating the Contract, or a portion thereof, as provided in this Contract.
Notice to Proceed	Written authorization from the CITY to the Contractor specifying the date on which Work under the Contract is to be initiated and providing other information as set forth in this Contract. May include one or more Limited Notices to Proceed (LNTP).
Parties	The CITY and the Contractor.
Period of Performance	The total time period as set forth in the Schedule allowed for Contractor to complete all or any portion of the Work under the Contract.
Product Data	Illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate the Equipment and its performance.
Reference Standards	Authoritative principles, rules, and models used to determine or establish the acceptability of the Equipment or portions or items thereof, Work, work procedures, or workmanship. These standards are in other documents and are incorporated into the Contract only by reference.
Request for Change (RFC)	A written document required to be submitted to the CITY from the Contractor detailing any proposed change to the Contract, which if approved by the CITY may result in a Change Order or amendment to the Contract.
Request for Information (RFI)	A written request to the CITY from the Contractor requesting clarification of or information on a portion of the Work or the Contract.
Schedule	A time phased project execution plan that identifies all activities necessary to manufacture and deliver the Equipment in a logical time phased manner. The Contract

	Schedule shall provide the start and completion date of each activity and its Milestones, and shall include the Milestones for the Period of Performance of any defined elements of the Work and for the entire Period of Performance, and for any activities that may follow the defined Period of Performance. The Schedule shall include all mandatory Milestones for manufacture, delivery and acceptance all of the Equipment and any Work continuing thereafter.
Specifications	Individually each, and collectively all, of the specifications, including without limitation all things described, stated or referenced in any Contract Document, or document incorporated by reference in any Contract Document.
State	State of California.
Subcontractor	Any individual, firm, partnership, corporation, joint venture, or combination thereof, other than employees of the Contractor that enters into a legal agreement with the Contractor or any Subcontractor to furnish Work or Equipment, or any portion of item thereof. Unless otherwise specified, Subcontractor includes a Subcontractor of any tier.
Supplier	Any individual, firm, partnership, corporation, joint venture, or combination thereof, other than employees of the Contractor or Subcontractor that enters into a legal agreement with the Contractor or any subcontractor to Furnish any item of Equipment or portion thereof.
Total Contract Price (TCP)	The total compensation approved by the CITY's governing board to be paid to the Contractor in accordance with the terms of the Contract (and Amendments and Change Orders thereto).
Unit Price	The price of a single item or group of items constituting a single unit as itemized in the Contract. The price includes all costs except costs included in the unit price of any other item, or in any lump sum price.
Warranty	A representation, promise or affirmation given by the Contractor to the CITY regarding the nature, description, usefulness, suitability, lifecycle, condition, manufacture, construction, materials, workmanship or any other aspect of the Equipment, or any portion or item thereof, whether contained in any provision in the Contract entitled warranty, in the specifications, or in any other provision of the Contract, including documents incorporated by reference or provided by any subcontractor, supplier, manufacturer or any other third party.
Work	When capitalized, signifies the sum total of productive and operative efforts used to generate the results specified, indicated or implied in the Contract, including all related

activities to manufacture and deliver the Equipment in accordance with the Contract. The term may also refer to Work in progress.

Work Authorization Change Notice (WACN) A Change Notice issued by the CITY that authorizes the commencement of Work pending completion of a Change Order.

**8. COMMUNICATIONS**

Communications in connection with this Contract shall be in writing and shall be delivered personally; or by facsimile, electronic mail; or by regular, registered, or certified mail addressed to the CITY Authorized Representative, as designated in the NTP at City of Elk Grove, 8400 Laguna Palms Way, Elk Grove, CA 95758 and with copies to such other persons as are designated in the NTP, or in writing by the CITY's Authorized Representative. The Contractor's Authorized Representative shall be Mr. Macy Neshati, Vice President, Complete Coach Works, 1863 Service Court, Riverside, CA 92507. Telephone calls may be used to expedite communications but shall not be binding unless confirmed in writing by the parties' Authorized Representatives and be otherwise enforceable under this Contract

Communications shall be deemed received by the receiving party at the time they are actually received at the address of the recipient previously designated by the receiving party.

**9. INDEPENDENT CONTRACTOR**

The Contractor represents that: (1) it is fully experienced and properly qualified to perform the Work; (2) it is properly licensed, equipped, organized, and financed to perform the Work; (3) it is an independent contractor and not an agent of the CITY in the performance of the Contract; and (4) shall maintain complete control over its employees and its Subcontractors and Suppliers. Nothing contained in the Contract or any Subcontract awarded by the Contractor shall create any contractual relationship between any Subcontractor and the CITY. The Contractor shall perform the Work in accordance with its own methods, in compliance with the terms of the Contract.

The CITY reserves the right of prior approval of all subcontractors and retains the right to require Contractor to terminate any Subcontractor, for any reason deemed appropriate by the CITY, by so notifying Contractor in writing. Should said notification be submitted to Contractor, it shall terminate the Subcontractor in accordance with the Notice.

**10. SEVERABILITY**

In the event any Article, section, Subarticle, paragraph, sentence, clause, or phrase contained in the Contract shall be determined, declared, or adjudged invalid, illegal, unconstitutional, or otherwise unenforceable, such determination, declaration, or adjudication shall in no manner affect the other Articles, sections,

Subarticles, paragraphs, sentences, clauses, or phrases of the Contract, which shall remain in full force and effect as if the Article, section, Subarticle, paragraph, sentence, clause, or phrase declared, determined, or adjudged invalid, illegal, unconstitutional, or otherwise unenforceable, was not originally contained in the Contract.

**11. GOVERNING LAW**

The Contract shall be governed and interpreted in accordance with the laws of the State of California, and to the extent applicable by the Laws of the United States. By entering into the Contract, the Contractor consents and submits to the jurisdiction of the Courts of the State of California, County of Los Angeles, over any action at Law, in equity, or other proceeding that may arise out of the Contract.

**12. INSURANCE**

Contractor shall supply evidence of general liability coverage for its facility, and liability and property damage for any vehicles manufactured or retrofitted under this Agreement. By separate endorsement the interest of CITY will be included as Additional Insured. Contractor shall be solely responsible for payment of all insurance deductible amounts.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor. Before the commencement of the term of Agreement, Contractor shall furnish CITY with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with this Section. An endorsement naming CITY as an additional insured for all liability coverage shall be furnished with the insurance certificates. Such certificates, which do not limit Contractor's indemnification, shall also contain substantially the following Statement:

“Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer afforded coverage shall provide thirty (30) days' advance notice to City of Elk Grove by certified mail, Attention: Public Transit Director.”

It is agreed that Contractor shall maintain in force at all times during the performance of Agreement all appropriate coverage of insurance required by Agreement with an insurance business in the State of California.

No subcontract work shall commence until similar insurance coverage has been obtained by the subcontractor and verified by Contractor. Contractor shall then immediately notify CITY, in writing, of the types and amounts of such insurance.

Contractor shall maintain the following insurance coverage:

Workers' Compensation and Employer's Liability Insurance. Contractor shall procure and maintain during the life of Agreement Workers' Compensation Insurance in conformance with the laws of the State of California and with the

laws of the United States and Employers' Liability Insurance with a minimum of One Million Dollars (\$1,000,000).

**General Liability, Automobile Liability and Protection & Indemnity Insurance.**

Contractor shall procure and maintain during the life of Agreement, Commercial General Liability Insurance and Automobile Liability Insurance on Acord commercial forms, or their equivalent with minimum limits of One Million (\$1,000,000.00) per occurrence and Two Million (\$2,000,000.00) general aggregate covering all legal liability for personal injury, bodily injury, death and property damage which may arise out of Contractor's performance under Agreement.

**Subrogation Waiver.** Each of the foregoing policies shall expressly waive the right of subrogation against the CITY, their Councils, Boards and Commissions, officers, employees, and volunteers.

**Failure to Secure.** If Contractor at any time during the term hereof should fail to secure or maintain the foregoing insurance, CITY shall be permitted to obtain such insurance in the Contractor's name or as an agent of Contractor and shall be compensated by Contractor for the costs of the insurance premiums plus interest at the maximum rate permitted by law computed from the date written notice is received that the premiums have been paid. Contractor shall indemnify and hold harmless CITY from the failure to place, failure to maintain, or the failure of any of the insurance policies required above.

**Additional Insured.** CITY, their Councils, Boards and Commission, officers, employees, and volunteers shall be named as additional insured under all insurance coverage, except Workers' Compensation, required by this Contract. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance required in this Contract.

**Primary Insurance.** Endorsement(s) shall be provided which state that coverage provided by both the Commercial General Liability insurance policy and the Commercial Automobile Liability insurance policy is Primary Insurance and that no the insurance that may be affected by the CITY will be called upon to contribute to these coverages.

**Separation of Interest.** Endorsement(s) shall be provided which state that coverage provided by both the Commercial General Liability insurance policy and the Commercial Automobile Liability insurance policy shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**Other Insurance Provisions.** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

a. CITY, its officers, officials, employees, agents and volunteers are to be covered as insured as respects; liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased hired, borrowed or used by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents or volunteers.

b. For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by CITY, its officers, officials, employees, agents or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

c. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CITY, its officers, officials, employees, agents or volunteers.

d. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to CITY.

**Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

**Verification of Coverage.** Contractor shall furnish CITY with original certificate of insurance and endorsements effecting coverage required by this clause. The certificates of insurance and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates of insurance and endorsements are to be received and approved by CITY before work commences.

**Subcontractors.** Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

### 13. INDEMNIFICATION

The Contractor shall indemnify, keep, and save harmless the CITY, its Authorized Representatives, agents, officials, contractors, and employees (individually and collectively "Indemnitees") against all losses, damages, claims, suits, penalties, liens, liabilities, judgments, costs, and expenses, (collectively "Liability" or "Liabilities") including but not limited to fees of attorneys and other professionals, arising out of, in connection with, resulting from or related to any act, omission, fault or negligence of the Contractor or any of its Subcontractors, Suppliers, employees, servants, or agents (individually and collectively "Indemnitors") in connection with or related to the Contract, including but not limited to Liabilities on account of personal injury to or death of any person (including employees of Indemnitees) or for damage to or loss of use of property (including property of the CITY).

The indemnification specified in this Section shall apply even in the event of the act, omission, fault, or negligence, of the Indemnitees, but shall not apply to Liability arising from the sole or active negligence or willful misconduct of the Indemnitees.

The indemnification specified in this Section shall survive termination of the Contract or final payment thereunder and is in addition to any other rights or remedies that the Indemnitees may have under the Law or under the Contract. In

the event of any claim or demand made against Indemnites, the CITY may at its sole discretion reserve, retain, and/or apply any monies due the Contractor under the Contract, for the purpose of resolving such claims; except that the CITY may release such funds if the Contractor gives the CITY reasonable assurance that the CITY's interests will be protected. The CITY shall, in its sole discretion, determine whether such assurance is reasonable.

Claims against Indemnites by any employee of Indemnitors shall not in any way limit the Contractor's indemnification obligation as set forth above, including the amount and/or type of damages, compensation, and/or benefits payable by or for Indemnitors under workers' compensation acts, disability benefit acts, and/or other employee benefit acts and/or insurances.

Nothing contained in the Contract is intended to or shall have the effect of creating any rights in any third party against any Indemnitee.

Except as permitted by California Civil Code §2782.1, 2782.2 and 2782.5, such indemnities shall not inure to the benefit of an Indemnitee so as to impose liability on the Contractor for the active negligence of the CITY, or to relieve the CITY of liability for such active negligence.

#### **14. WRITTEN MODIFICATIONS TO CONTRACT**

Oral change orders and amendments will not be valid or enforceable. No change in this contract shall be made unless the CITY gives prior written approval in the form of a written Change Order or amendment executed by the Contracting Officer. The Contractor shall be liable for all costs and expenses resulting from, and for satisfactorily correcting, any change not properly implemented in accordance with this Article by written Change Order or amendment.

#### **15. CHANGES**

The CITY may at any time, and from time to time, order Changes in the work within the general scope of the Contract without notice to sureties. These will be authorized only by a Change Order. Upon receipt of a Change Order, the Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract. No order, statement, or conduct of the CITY shall be treated as a Change under the Contract or entitle the Contractor to an adjustment under the Contract. The Contractor shall promptly provide a Notice to the CITY in writing when it receives direction, instruction, interpretation, or determination (collectively "Direction") other than by a Change Order from any source that may cause any Change in the Work. The Contractor shall not proceed with such Work until the CITY issues a Change Order, or issues a Notice that such Direction does not constitute a Change and to proceed with the Work, or rescinds the Direction.

Changes in the Work may include, but shall not be limited to changes in any of the following:

- Specifications, drawings, and designs.
- Method, manner or timing of the performance of Work.
- CITY furnished facilities, goods, services, or work site.
- Contract milestones.

- Adding or deleting work.

A Change Order shall include equitable adjustments to the extent that any Change causes an increase or decrease in the Contractor's cost of performing the Work, an increase or decrease to the time required for the performance of the Work, or a change to any part of the Contract Documents.

The CITY may issue a Change Notice in writing, to the Contractor, describing a proposed change to the Contract and requesting the Contractor to submit a Contractor's Proposal. A Change Notice does not authorize the Contractor to commence performance of the changed Work. Any agreed to Change will be incorporated into a Change Order. If the CITY and the Contractor cannot agree to the terms of a Change, the CITY may at any time issue a unilateral Change Order and Contractor shall proceed with the Work in accordance with the Change Order issued by the CITY. Contractor shall submit a Contractor's Proposal to the CITY within ten (10) days after receipt of a Change Notice. The proposal shall detail how the Contractor will implement the Change, including price and scheduling information showing all of the design and proposed cost and time impacts of the Changes shown in the Change Notice. The components to be used for costs by the Contractor in preparing the Proposal shall be those set forth in the Subsection below entitled BASIS FOR ESTABLISHING COSTS and shall be presented in such a manner that details the design, and all costs including overhead and profit, and schedule impacts can be easily identified and certified upon request. If any prices or other aspects are conditional, such as orders being made by the certain date or the occurrence of a particular event at a specified time, the Contractor shall identify these conditions in its proposal.

**Basis for Establishing Costs:** The Cost of Work means the sum of all costs, including allowable and allocable labor, indirect costs, material, material handling changes, necessary equipment and a reasonable profit required in the performance of the Work. The parties agree to look to the Federal Acquisition Regulations, Part 31.2, as a guide in determining the reasonable Cost of Work.

The Contractor shall continue to work during the change process in a diligent and timely manner, and shall be governed by all applicable provisions of the Contract.

**Request for Information (RFI):** The Contractor may submit a request for clarification or information on a portion of the Work. RFIs shall be submitted a minimum of ten (10) days prior to the need date for the clarification, though under extraordinary circumstances, an RFI will be accepted on shorter terms. The CITY will provide a timely response and if deemed appropriate, may initiate a Change Notice.

**Request for Change (RFC):**

After the Contractor becomes aware of the need for or desirability of a requested change, an RFC may be submitted to the CITY, in writing, specifying the reasons for such change, including relevant circumstance and impacts on the schedule, and upon the design and performance of the Vehicle.



The Contractor may request additional compensation and/or time through an RFC but not for instances that occurred more than twenty (20) days prior to the request. Any approved RFC will result in the CITY issuing a Change Order. If the request is denied but the Contractor believes that it does have merit, the Contractor may submit a Notice of Intent to Claim in accordance with the instructions in the Article entitled Claims.

Work performed on any requested Change prior to receiving the CITY's Change Order is unauthorized and is at the Contractor's risk.

## **16. CLAIMS**

### **A. Notice**

In order to receive any recovery or relief under or in connection with the Contract, the Contractor shall as a condition precedent to entitlements, submit a written Notice of Intent To Claim (NOIC) to the CITY in accordance with the provisions of this Section. Failure to comply with these requirements shall constitute a waiver by the Contractor of any right, equitable or otherwise, to bring any such claim against the CITY.

The written Notice of Intent to Claim shall set forth:

- (i) The reasons the Contractor believes additional compensation or time or will or may be due;
- (ii) The nature of the costs involved or time needed;
- (iii) The Contractor's plan for mitigating such cost and delay; and
- (iv) The Contractor's best estimate of the amount of potential claim and time extension, and basic facts supporting the amount and time claimed.

The NOIC shall be submitted within ten (10) days after the event or occurrence giving rise to the potential claim. Such an event may include, without limitation, a Notice from CITY that a Direction does not constitute a change, the denial by CITY of an RFC, or the issuance of a unilateral Change Order by the CITY. (See the Section entitled CHANGES herein.) However, if the event or occurrence is claimed to be an act or omission of the CITY, a NOIC shall be given by the Contractor prior to the time for performance of that portion of the Work to which such alleged act or omission relates.

The Notice requirements of this Section are in addition to any other Notice requirements set forth in the Contract.

### **B. Submittal**

The Contractor shall submit its Claim in writing to CITY within thirty (30) days after the submission of the NOIC, containing facts in sufficient detail to enable the CITY to ascertain the basis and amount of the claim. When requested by the CITY, the Contractor shall submit such further information and details as may be required to determine the facts and contentions involved in the Claim. The Contractor shall give the CITY access to its books, records, and other materials relating to the Work, and shall cause its Subcontractors, if any, to do the same so

that the CITY can investigate the Claim. The Contractor shall provide the CITY, on request, with copies of all such books, records, and other material determined to be pertinent to the Claim. At a minimum, the following must be provided with the Claim:

- (i) Detailed factual statement of the Claim, with all necessary facts, events, locations and affected Work.
- (ii) Date of the event giving rise to the Claim; if there are continuing or multiple events, provide all dates necessary to support the Claim.
- (iii) Name of all persons who made any statements with respect to, or are knowledgeable of the facts and events giving rise to the Claim.
- (iv) Specific provisions of the Contract supporting the Claim, with a statement of supporting rationale.
- (v) Identification of all documents including meeting minutes, transcriptions of oral communications, photographs, videos, tapes and other evidence supporting the Claim.
- (vi) Detailed analysis of a request for an extension of time.
- (vii) Detailed breakdown of request for additional compensation.

Failure to submit sufficient detail to permit the CITY to conduct a review of the Claim will result in rejection of the Claim.

Each Claim the Contractor submits for an adjustment that is related to a delay for any cause shall include:

- (i) A time impact analysis and a revised schedule demonstrating how the delay is incorporated into the schedule; and
- (ii) Alternate proposals to eliminate delays in Completion of the Work.

If any schedule required by the Contract has not been submitted, the submission to and acceptance by the CITY of any such schedule, shall be a precondition to the consideration by the CITY of any claim related to an asserted delay or extension of time. Failure to submit the required schedules will be sufficient grounds to deny the Claim and will result in rejection of the Claim.

If the Contractor fails to comply with any provision of this Section in writing in the time and manner specified, it shall waive any relief that might otherwise be due with respect to such Claim. Depending upon the grounds for the relief and the nature of the relief sought, additional information and/or conditions of submittal may be specified elsewhere herein. In no event shall the Contractor's entitlement to damages exceed such amount as the CITY considers to be verified by contemporary records.

If the information submitted by the Contractor in support of its Claim is insufficient to substantiate the whole of the Claim, the CITY may at its discretion, unilaterally or in agreement with the Contractor, make payments or grant extensions of time on any part of a Claim it determines to have been substantiated to its satisfaction. Such determination and payment or time extension shall not be an admission by the CITY in respect of any other part of the Contractor's Claim, nor shall acceptance of the payment or grant of time extension by the Contractor be a waiver of any part of its Claim, except to the extent of the actual payment or

grant of time. If the Contractor agrees to a final payment or extension of time related to a certain, described portion of its Claim, such agreements shall constitute an unconditional release of the CITY from any further obligations related to that described portion of the Claim.

Unless otherwise directed by the CITY, the Contractor shall continue to work during the Claim resolution process in a diligent and timely manner, and shall be governed by all applicable provisions of the Contract.

The Contractor shall maintain cost records of all Work which is the basis of any claim in the same manner as is required for Changed Work in the Section entitled CHANGES herein.

All claim submittals shall include a Certificate of Current Cost and Pricing Data. A Contractor's Claim that exceeds \$100,000 shall be accompanied by a certification that:

- (i) states that the Claim is made in good faith;
- (ii) supporting data are accurate and complete to the best of the Contractor's knowledge and belief; and
- (iii) states that the amount requested accurately reflects the Contract adjustment for which the Contractor believes CITY is liable.

**C. Process**

The CITY shall respond to a Claim within thirty (30) days after receipt of the Claim. The CITY may request in writing, within seven (7) days of receipt of the Claim, that the Contractor provide any additional documentation that may be required to support the Contractor's Claim or documentation that may relate to defenses or Claims the CITY may have against the Contractor. The CITY shall respond in writing to the Contractor's Claim after its receipt of any additional documentation which had been requested by the CITY, within either ten (10) days after receipt of all of the requested additional documentation if the Contractor responds during the initial thirty (30) day period, or within a period no longer than that taken by the Contractor in producing the additional documentation, whichever is greater. In no event shall the extension of the response time resulting from the CITY's request for additional documentation and the Contractor's response time be deemed to waive any statutory limits or rights of CITY.

If the Claim is found to have merit, the CITY and Contractor will negotiate the terms of the Change Order in compliance with the Section entitled CHANGES herein. If the Contractor and the CITY are unable to reach agreement on a Change Order, the Claim will be decided in writing by the CITY. That decision shall constitute a final decision by the CITY. The Contractor may thereafter seek its legal remedies.

If any Claim or portion thereof remains in dispute following a final decision by the CITY the Contractor may file a Claim pursuant to 900 et. seq. of the California Government Code. For purposes of those provisions, the period of time within which a Claim must be filed shall be tolled from the time the Contractor submits its written Claim until the final decision of the CITY. The CITY and the Contractor acknowledge that because of the potential scope and scale of Claims as submitted by the Contractor, the forty-five (45) day statutory

response or rejection period under 912.4 of the California Government Code, shall be extended to sixty (60) days and shall not be deemed to waive any statutory limits or other rights of the CITY.

**D. No Claims After Final Payment**

In no event shall any claims be made after Final Payment. Final Payment as used in this Section shall be final payment either for the last Vehicle in the base order or for the last Vehicle in any option order, as applicable. Failure by the Contractor to submit claims in a timely manner shall result in a waiver by the Contractor as to such claims.

**17. UNAVOIDABLE DELAYS**

If the delivery of completed Vehicles under this Contract should be unavoidably delayed, Contractor shall submit a RFC. The CITY will issue a Change Order extending the time of completion of the work and Contractor will not be assessed with Liquidated Damages for the determined number of days of Unavoidable Delay. A delay is an Unavoidable Delay if it is a Force Majeure delay or was not reasonably expected to occur in connection with or during the Contractor's performance, and was not caused directly or substantially by acts, omissions, negligence, or mistakes of the Contractor, the Contractor's Suppliers or Subcontractors, or their agents, and was substantial and in fact caused delays in the critical path of Contractor's approved production schedule, and could not adequately have been guarded against by reasonable revisions in production scheduling, sequencing or methodology, or by any other contractual or legal means.

The Contractor will receive a Change Order extending the time of completion of the work only if the Contractor submits a Notice to the CITY as soon as the Contractor has knowledge that an event has occurred or conditions exists which will or may delay the work or deliveries of Vehicle in accordance with the schedule. Within 5 days, the Contractor shall confirm such written notice with an RFC furnishing as much detail as is available. Providing timely notice under this Section and the timely submission of an RFC shall be a condition to CITY approval of a Change Order.

Upon receipt of the RFC, the CITY shall ascertain the facts and extent of the Unavoidable Delay, and its findings thereon shall be final and conclusive. Contractor has the burden of proof that any delay was Unavoidable Delay. CITY may request such further documentation as is necessary to make a decision. The CITY shall provide Notice to the Contractor of its decision in writing.

The Contractor will receive time only, and shall not be entitled to damages or additional compensation, or be reimbursed for losses, on account of Unavoidable Delays.

**18. LIQUIDATED DAMAGES**

**TIME IS OF THE ESSENCE IN THIS CONTRACT.** If Contractor does not deliver all of the Vehicles ordered by CITY under this Contract in a condition to be accepted by CITY within the time limit set forth in the Contract and attached Delivery Schedule, damages will be sustained by the CITY. It is, and will be,

impracticable to determine the actual damages which the CITY will sustain in the event of and by the reason of such delays. In lieu of Liquidated Damages allowed under Government Code Section 53069.85, the Contractor shall provide the following:

If the Contractor is unable to deliver and obtain CITY Acceptance of all four (4) Vehicles by June 1, 2005 as shown in the attached "Elk Grove Hybrid Project" Schedule and Delivery Schedule, the Contractor will be assessed liquidated of \$500 per day per bus for each bus not delivered by that date.

#### **19. TERMINATION FOR CONVENIENCE**

- A. This Contract may be terminated by the CITY in whole, or in part, whenever the CITY shall determine that such termination is in the best interest of the CITY. Any such termination shall be effected by delivery to the Contractor of a written Notice of Termination specifying to the Contractor the extent to which performance of Work under the Contract is terminated, and the date upon which such termination becomes effective.
- B. After receipt of notice of termination, and except as otherwise directed by the CITY, the Contractor shall:
  - (i) Stop work under the Contract on the date and to the extent specified in the Notice of Termination;
  - (ii) Place no further orders or Subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the Work; expressly excluded from the Notice of Termination.
  - (iii) Communicate the Notice of Termination to the affected Subcontractors and Suppliers.
  - (iv) Terminate all orders and Subcontracts to the extent that they relate to the performance of Work terminated by the notice of termination;
  - (v) Assign to the CITY in the manner, at the times, and to the extent directed by the CITY, all of the rights, title, and interest of the Contractor under the orders and Subcontracts so terminated, in which case the CITY shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and Subcontracts;
  - (vi) Settle all outstanding liabilities and all claims arising out of such termination of orders and Subcontracts, with the approval or ratification of the CITY, to the extent the CITY may require, which approval or ratification shall be final for all the purposes of this clause;
  - (vii) Transfer title to the CITY and deliver in the manner, at the times, and to the extent, if any, directed by CITY the fabricated or unfabricated Units, parts, work in process, completed work, supplies, and other materials produced as part of, or acquired in connection with their performance of, the work terminated, and the

completed or partially completed plans, drawings, information and other property which, if the Contract had been completed, would have been required to be furnished to the CITY;

- (viii) Use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) directed or authorized by the CITY, any property of the types referred to above, provided, however, that the Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the CITY, and provided further, that the proceeds of any such transfer or disposition shall be applied to reduce of any payments to be made by the CITY to the Contractor under this Contract or shall otherwise be credited to the price or cost of the work covered by this Contract or paid in such other manner the CITY may to direct complete performance of such part of the Work as shall not have been terminated by the Notice of Termination; and
- (ix) Take such action as may be necessary, or as the CITY may direct, for the protection or preservation of the property related to this Contract which is in the possession of the Contractor and in which the CITY has or may have acquired an interest.

- C. After receipt of a Notice of Termination for the CITY's convenience, the Contractor shall submit its termination Claim to the CITY, in a form and with the certification(s) acceptable to the CITY. Such Claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions are granted in writing by the CITY upon written request of the Contractor during such thirty (30) day period or authorized extension thereof. However, the CITY may receive and act upon any termination Claim at any time after the thirty day period or any extension thereof, if it determines that the facts justify such action. Upon failure of the Contractor to submit its termination Claim within the time specified, the CITY will determine the amount due the Contractor, if any, on the basis of information available, and will pay the Contractor the amount so determined. Such payment shall be in full settlement for Work performed under the Contract.
- D. Subject to the provisions of the above Subsection, the Contractor and the CITY may agree upon the total or partial amount to be paid to the Contractor by reason of the total or partial termination of the Work pursuant to this Section. The agreed upon amount may include an allowance for profit solely on the Work performed, providing that said amount, exclusive of settlement costs, does not exceed the Contract Price as reduced by the payments made previously and as further reduced by that portion of the Contract Price that is attributable to the terminated portion of the Work. The Contract will be amended accordingly and the Contractor will be paid the agreed upon amount.

Except for normal spoilage and to the extent that the CITY will have otherwise expressly assumed the risk of loss, the fair value (as determined by the CITY) of

property that is destroyed, lost, stolen, or damaged (so as to become undeliverable to the CITY or other buyer as described above) shall be excluded from the amounts paid to the Contractor.

- E. In arriving at the amount due the Contractor under this Section, a deduction shall be made for the following:
- (i) The amount of any Claim that the CITY may have against the Contractor in connection with the Contract; and
  - (ii) The price for and/or proceeds from the sale of Goods or other items acquired or sold by the Contractor that have not been otherwise recovered by or credited to the CITY.
- F. In the event of failure of the Contractor and the CITY to agree on the total amount to be paid the Contractor by reason of the termination of Work pursuant to this Section, the CITY will pay the Contractor the amounts determined by the CITY as follows, less any deductions made in accordance with the preceding Subsection:
- (i) The portion of the Contract Price allocable to the portion of the Work properly performed by the Contractor as of the date of termination, including overhead and profit, reduced by any sums previously paid to the Contractor.
  - (ii) The cost of settling and paying Claims arising out of the termination of the Work under Subcontracts or orders as specified above, exclusive of the amounts paid or payable on account of Goods delivered or services furnished by Subcontractors prior to the effective date of the Notice of Termination of Work under the Contract (which amounts are included in Section D above).
  - (iii) Profit on the cost of Work performed is included in the amount determined in Section D above. However, if it is concluded that the Contractor would have sustained a loss or earned a lesser profit on the entire Contract had it been completed, the Contractor shall not be entitled to a profit or will be entitled only to the lesser profit and the settlement will be reduced to reflect the indicated loss or lesser profit.
  - (iv) The reasonable cost of preserving and protecting property will also be paid, as well as any other reasonable costs incidental to the termination of the Work under the Contract, including expense incurred to determine the amounts due.
- G. Under such terms and conditions as it may prescribe and at its sole discretion, the CITY may make partial payments against costs incurred by the Contractor in connection with the terminated portion of the Contract whenever the CITY decides that the aggregate of such payments is within the amount to which the Contractor is entitled hereunder. If the total of such payments is in excess of the amount finally agreed upon or determined to be due under this Section, such excess shall be payable by the Contractor to the CITY upon demand, together with interest at a rate equal to that set forth in California Code of Civil Procedure §685.010.

Prior to the settlement of the terminated portion of the Contract, the Contractor may file a written request with the CITY for an adjustment of the price(s) relating to any unterminated portion of the Contract. Any agreed upon adjustment will be made in such price(s).

H. Under no circumstances shall the Contractor be entitled to anticipatory or unearned profits or consequential damages as a result of a termination or partial termination under this Section, or for any other termination by the CITY. The payment to the Contractor determined in accordance with this Section shall constitute the exclusive remedy of the Contractor for a termination hereunder.

Anything contained in the Contract to the contrary notwithstanding, a termination under this Section shall not waive any right or claim to damages that the CITY may have. The CITY may pursue any cause of action that it may have by law or under the Contract.

I. If the termination hereunder is only for a part of the Work, the Contract Price shall be reduced by the amount of the Contract Price allocable to the portion of the Work which is terminated, including overhead and profit, on the basis of one or more of the following:

- (i) Unit prices stated in the Contract or agreed upon by the CITY and the Contractor.
- (ii) A lump sum agreed upon by the CITY and the Contractor, based on the estimated costs including overhead and profit of the omitted portions of the Work.

## **20. TERMINATION FOR DEFAULT**

A. The CITY may terminate the Contractor's Work, in whole or in part, for default for any of the following:

- (i) Failure or refusal of the Contractor to perform or to competently perform any obligation required under the Contract or violation of any duty required of the Contractor under the Contract.
- (ii) Bad faith by the Contractor.
- (iii) Violation by the Contractor of an order or requirement of the CITY authorized by or within the scope of the Contract.
- (iv) Abandonment of the Contract by the Contractor.
- (v) Assignment or subcontracting of the Contract or any Work hereunder without acceptance of the CITY.
- (vi) A filing by or against the Contractor of a petition in bankruptcy, reorganization, insolvency, conservatorship, or similar proceeding.
- (vii) Failure of the Contractor to pay any amounts owing to any persons performing any portion of the Work, or the failure of the Contractor to pay its debts incurred on the Contract as they become due, providing that such failure continues for a period of ten (10) working days after written notice to the Contractor by the CITY. Subject to review by CITY, Contractor may, within reasonable



limitations, refuse, delay or defer payment to suppliers and/or subcontractors due to disputes regarding overcharges, late deliveries and/or delivery of inferior or otherwise unacceptable goods or services without the Contractor giving cause for termination by CITY.

- (viii) The attachment, levy, execution, or other judicial seizure of any portion of the Contractor's property, or any substantial portion of the other assets of the Contractor, which is not released, expunged, or discharged within a period of ten (10) working days.
- (ix) Material failure to comply with any Law, or regulation of a governmental agency or regulatory entity having jurisdiction, applicable to the Vehicles, the Contractor, the Work, or the Contract.
- (x) Failure to indemnify any party that the Contractor is obligated to indemnify under the Section entitled INDEMNIFICATION herein and elsewhere under the Contract.
- (xi) Failure to promptly replace rejected Vehicles, Units, subsystems, components or parts or to correct rejected workmanship.
- (xii) Conviction of the Contractor or any of its officers, partners, principals, employees or Authorized Representatives, for a violation of any federal, state or local safety Law or for a crime arising out of, or in connection with, the Work to be performed or payment to be made under the Contract.
- (xiii) The Contractor's refusal or failure to diligently prosecute the Work, or any separable part thereof, to ensure its completion within the Contract Time or any extension thereof, or refusal or failure to complete such Work within such time.
- (xiv) Subsequent determination of any fraudulent representation or other material failure by the Contractor.

B. If the CITY determines the Contractor is in default, the CITY will issue a written Cure Notice describing the default. If the Contractor fails to cure the default within five (5) days after receipt of such Cure Notice, or if the default cannot be cured within five (5) days, the Contractor fails to commence to cure within five (5) days or fails to diligently proceed to cure or to cure the default within the time the CITY determines in its sole discretion to be necessary, the CITY may, by written notice, terminate the Contractor's right to proceed under all or such part of the Contract as the CITY in its sole discretion deems to be in its best interest. Whether or not the Contract or any part thereof is terminated, the Contractor and its Surety shall be liable for any damage to the CITY resulting from the Contractor's default.

C. Upon receipt of a Notice of Termination for default from the CITY, the Contractor shall:

- (i) Stop all Work under the Contract on the date and to the extent specified in the Notice of Termination.

- (ii) Place no further orders or Subcontracts for materials or services except as may be necessary for completion of such portions of the Work expressly excluded from the Notice of Termination.
  - (iii) Communicate any Notice of Termination to the affected Subcontractors and Suppliers, at all tiers.
  - (iv) Terminate all orders and Subcontracts that relate to the performance of Work terminated by the Notice of Termination.
  - (v) Comply with all other requirements of the CITY as may be specified in the Notice of Termination or any subsequent notices related to the termination.
- D. The Contractor shall be liable to CITY for the expense of procuring substitute Vehicles Units and all other items purchased under this Contract, including the increased cost incurred by CITY for the Vehicles, Units and other items, all Liquidated Damages provided for herein and all damages not covered by Liquidated Damages provisions. The CITY shall deduct said amount out of such monies that may be due or may at any time thereafter become due the Contractor. If such damages, costs or expenses are in excess of the sum that would otherwise have been payable to the Contractor under the Contract, the Contractor or its Surety shall promptly pay the amount of said excess to the CITY upon Notice thereof. The CITY may, at its sole discretion, withhold all or any part of monies otherwise due the Contractor until completion and final settlement of any claims which arise as a result of the default causing the Notice of Termination.
- E. If, after Notice of Termination of the Contractor's right to proceed under the provisions of this Section, it is determined for any reason that the Contractor was not in default under the provisions of this Section, or that the Contractor was entitled to an extension of time under this Contract, the rights, obligations, and remedies of the CITY and the Contractor shall be the same as if the Notice of Termination had been issued pursuant to the Section entitled TERMINATION FOR CONVENIENCE.
- F. The right to terminate for default and any other rights and remedies of the CITY specified in this Section are in addition to any other rights and remedies allowed to the CITY by law or under the Contract.

## **21. ASSIGNMENT**

Except as otherwise provided in this Contract, neither CITY nor Contractor shall assign its interest in this Contract without prior written consent of the other party. Any assignment of proceeds of the Contract shall be subject to all proper setoffs and withholdings in favor of the CITY and to all deductions specified in the Contract. All monies withheld, whether assigned or not, shall be subject to being used by the CITY for completion of the Work, pursuant to the terms of the Contract. The Contractor's assignment or delegation of any of its Work under the Contract shall be ineffective to relieve the Contractor of its responsibility for the Work assigned or delegated, unless the CITY, in its sole discretion has approved such relief from responsibility.

**22. COMPLETE AGREEMENT**

This Contract constitutes the complete and entire agreement between the CITY and Contractor and any contemporaneous or prior representations, understandings, communications, commitments, agreements or proposals, oral or written, which are not incorporated as a part of the Contract are superceded and merged into this Contract.

COMPLETE COACH WORKS

THE CITY OF ELK GROVE

\_\_\_\_\_  
MACY NESHATI  
VICE PRESIDENT

By: \_\_\_\_\_  
JOHN DANIELSON  
CITY MANAGER

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED AS TO FORM:  
ATTORNEY FOR CCW

APPROVED AS TO FORM:

ANTHONY MANZANETTI  
CITY ATTORNEY

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

APPROVED AS TO CONTENT:  
FRANK OVIEDO  
DEPUTY CITY MANAGER

\_\_\_\_\_  
DATE

## Technical Specification for Refurbishment

Gillig 40' Phantom bus

### 1. TECHNICAL SPECIFICATIONS

#### 1.1 BODY

##### A. BODY DAMAGE

The body of the vehicle is to be inspected for any damage. Damage is to be repaired using materials, workmanship, and design conforming to the best practices known in the transit industry. Functionally damaged, cracked or corroded panels are to be replaced with new parts. The results will be a vehicle substantial and durable in construction in all respects.

##### B. UNDERSTRUCTURE

The vehicle will be elevated and the entire vehicle will be pressure cleaned. Careful inspection is to be made of the understructure of the vehicle. Any broken welds are to be repaired. If they are spot welds, the repair is to be made by bolting through with grade 8 bolts, per OEM specifications. Frame rails are to be inspected for cracks and rust. Cracks are to be repaired by notching the crack and welding on a plate.

Structural components where greater than 25 percent (25%) of the original material thickness is removed by corrosion reduces the structural integrity. When this is determined by use of an ultrasonic thickness tester, to measure metal thickness compared to the original part thickness, these parts are to be properly reinforced.

If there is visible surface rust it is to be removed and the metal treated with a rust inhibitor to prevent further spreading of rust.

Once the structural repairs are completed, new undercoating is to be applied to the entire understructure of the vehicle and the front and rear mud flaps are to be replaced as required.

##### C. ENTRANCE AND EXIT DOORS

All door seals and door window seals are to be replaced on both entrance and exit doors. Damaged door panels are to be repaired using best industry practices and methods.

Door shaft bushings, bearings and mountings are to be replaced. All mounting hardware is to be replaced.

Door motors are to be removed, compartments cleaned and rebuilt door motors installed. Door controls, valves and relays are to be replaced as required. Door operation is to be adjusted to manufacturer's specifications.

##### D. ROOF ESCAPE HATCH AND VENTILATOR

Seal and hardware to be replaced and all new decals installed.

##### E. ENGINE CLOSURE DOORS

Latches on side and rear engine closure doors are to be replaced with new latches. All hinge and prop parts are to be replaced to

include prop rods, bumpers and hinges. New gas cylinders are to be provided.

**F. GLAZING**

Seals on the windshields and front destination window are to be replaced.

1. Each window glazing shall be glazed with tempered ¼ inch thick, conforming to FMVSS 205 and applicable requirements of ANSI Z26.1-1997. Glazing color shall be consistent from window to window. Maximum solar energy transmittance shall be 44 percent gray as measured by ASTM E-424 except upper destination glazing, which is clear glazing.
2. All Windows shall have top sliders to allow for ventilation in case of an A/C failure.
3. The Window will replace the existing Gillig windows with a Transit Care, Inc. Window. The new window will be mounted in the opening reusing the existing mounting brackets in the window opening.
4. All sliding windows shall be so designed where they can be mechanically locked using the driver's door key preventing passengers from opening the sliders.
5. All aluminum and steel material will be clear anodized to help prevent corrosion and resist showing scratches and vandalism.
6. All windows except for the driver's window are quick changed design manufactured by Transit Care, Inc. Colton, CA.
7. Window's glazing is designed where it can be replaced in three (3) minutes or less by a trained technician. Glazing in the assembly shall be replaced without removing the window from its installed position on the bus or manipulation of the rubber molding surrounding the glazing.
8. The glazing shall be held in place mechanically by 4 brackets.
9. The brackets shall act as part of the structure of the window and house the sacrificial liner.
10. The brackets shall hold in place 1/16 inch or 1/8 inch acrylic sacrificial liner.
11. The mechanic or service worker using simple hand tools shall be able to replace the liner in sixty seconds or less.
12. The acrylic liner must be replaced without removing the window from its installed position on the bus, without removing the tempered glazing from the sash, and without the removal or manipulation of the window assembly's rubber molding.

13. Removal and replacement of the acrylic liner shall not require the removal or modification of any other parts or fasteners.
14. Driver's window is a slider. Rear slider can either be fixed or sliding.
15. The driver's window shall open sufficiently allowing the seated driver to adjust the side view mirror and shall not obstruct the view of the driver when in the fully open or closed position.
16. All windows must meet FMVSS 205 and 217 requirements.
17. Irregular shaped windows are to be fixed non-egress.
18. All emergency handles shall be located on the right side of the window assemblies.
19. Emergency exit and window release lever operations instructions must be printed on a decal and placed on the glazing and an emergency decal must be visibly placed on the glazing.

#### **Rear Door Glass Protection**

1. Rear door window glazing shall be 1/4 inch thick tempered.
2. Rear door's window glazing maximum solar energy transmittance shall be 44 percent gray.
3. All rear door windows shall be protected with Glass Guard design manufactured by Transit Care, Inc. Colton, CA.
4. The acrylic liner is to be held in place by a plurality of brackets. Three (3) of the four (4) brackets will slide between the window and the window's rubber or be attached to the frame of the window by fasteners.
5. The removable ends of the bracket shall be secured with tamper resistance screws. The screws will be no more than four (4) in number, per extrusion, and retained by nutserts.
6. All aluminum material will be anodized to help prevent corrosion.
7. All steel materials will be stainless to help prevent corrosion.
8. The window guard must be removed by a service worker or mechanic using simple hand tools and the replacement of the guard shall take sixty seconds or less. Replacement of the window guard shall be done without removing the window from its installed position on the bus, without removing the glazing from the sash, and without the removal or manipulation of the window's rubber molding.

#### **G. SEATS**

Driver's seat is to be new, brand and style subject to City approval. Passenger seats in commuter configuration are to be replaced with high back reclining seats, except at rear five seat bulk head which will be stationary mid back fixed, and front aisle facing four seaters on both curbside and roadside which will be stationary mid

back fixed along with one aisle facing flip seat on both sides of the bus and the first pair on both sides which will serve as flip seats for the wheelchair area and will not recline. Fabric is to be Tower 3000 Green #539 with matching grey backing.

Passenger seats in transit configuration are to be standard transit configuration seats. The original fiberglass seats are to be removed treated with Complete Coach Works structural urethane. Seat frames are to be inspected for cracks and repaired as needed. Seat inserts are to be upholstered with Tower 3000 fabric to match the commuter bus fabric.

**H. FRONT AND REAR BUMPERS**

Bumpers are to be removed from the vehicle and reinstalled with new hardware.

**I. FENDERS AND SKIRT PANELS**

Rubber fender flares are to be replaced. Hinges, prop rod, and latches on battery compartment door are to be replaced.

**J. INTERIOR TRIM**

The interior of the vehicle is to be inspected for damage and excessive wear, and repaired or replaced as necessary. If any convenience items (mirrors, sun visors) are functionally damaged, they are to be replaced. The driver's area, dash panels and rear A/C cover are to be treated with a structural urethane two part system to impart a durable, graffiti and cut resistant textured finish. The urethane treatment shall have greater UV resistance than ABS plastic and shall be used to repair any broken, cracked or missing interior panels.

Side panels, and ceiling panels will be replaced with Wilson Art 1573-60 Frosty White, back panel at A/C return will be carpeted to match the seating fabric. Miscellaneous trim are to be replaced.

Floor covering is to be removed from all areas. Floorboards are to be replaced. New floor covering is to be applied. Floor covering shall be RCA rubber grey marble RCA number TR 766 with yellow 2" standee line and stepwell area trim and comply with all applicable ADA requirements.

**K. EXTERIOR**

Filler strips on rub rails are to be replaced. New electric operated exterior mirrors are to be provided. Exterior is repainted to Commercial specifications. City to provide paint and color scheme to the successful bidder. Paint pricing includes up to a two-color paint scheme, additional colors and complexity will be extra cost.

**1.2 HEATING AND AIR CONDITIONING**

The exterior of the air conditioning condenser is to be washed with a cleaning solution and interior is to be flushed. If inspection reveals that it

is required, it will be replaced. New air filters are to be installed in evaporator unit. Condenser and blower motors are to be rebuilt. Air conditioning compressor is to be new electrically driven, and integrated into the Hybrid Drive system. Control valves and relays are to be replaced as required. Insulation on A/C tubing is to be replaced. New air dryer to be installed. The A/C system shall be capable of providing proper coach interior cooling suitable to the conditions of the Sacramento area, which includes numerous 100 degree plus days.

**1.3 FRONT SUSPENSIONS**

- A. WHEEL SPINDLE AND KING PIN HOUSING ASSEMBLY**  
King pins and bearings are to be replaced. Kingpin housing bushings are to be replaced. New wheel bearing seals are to be installed; wheel bearings are to be replaced.
- B. FRONT AXLE**  
Front axle is to be inspected for cracks or other damage. If cracked, they are to be repaired or replaced as required.
- C. AIR SPRINGS AND SHOCK ABSORBERS**  
All active members of the suspension system are to be replaced, to include: air Springs, shock absorbers and bushings.
- D. FRONT STABILIZER BAR**  
Front stabilizer bar is to be removed from the vehicle and inspected for cracks or damage. If cracked or damaged, it is to be replaced. It is to be treated to prevent rusting. Upon installation, new mounting bushings and hardware are to be used.
- E. SUSPENSION AIR SYSTEM**  
Air tanks are to be pressure tested and treated to prevent rust. All control valves for the air suspension system are to be replaced, to include: height control valves, check valves, and pressure protection valve.

**1.4 REAR AXLE AND SUSPENSION**

- A. REAR AXLE**  
Entire rear axle is to be disassembled and inspected. Housing is to be treated to prevent rust. Differential is to be rebuilt, ring gear and pinion are to be inspected. If they are found to be worn beyond OEM tolerances they are to be replaced. All seals are to be replaced. Wheel bearings are to be replaced. Prop shaft U-joints are to be replaced.
- B. RADIUS RODS**  
Radius rods are to be removed and inspected for cracks or damage, then treated to prevent rust. If functionally damaged, they are replaced. All radius rod bushings are to be replaced.
- C. AIR SUSPENSION AND SHOCK ABSORBERS**  
All active members of the air suspension system are to be replaced, to include:  
Air springs, shock absorbers and bushings. Height control valves are to be replaced.



## **1.5 BRAKES**

### **A. AIR BRAKES**

Brake system to be ThunderVolt electro-pneumatic with regenerative assist. All remaining components of the original brake system are to be rebuilt including replace "S" cam bushings, brake cam rollers, seals, slack adjusters and air chambers. Brake linings are to be replaced with new. Brake drums are to be new. The new drums will be turned to assure true and the new lining will be arched to match the drum.

### **B. SERVICE BRAKE TREADLE AND VALVES**

Brake treadle dual valve is to be replaced. Brake interlock valve cluster is to be rebuilt. Relay valve is to be replaced; entire brake application system is to be integrated with the Hybrid Drive system and regenerative brake system.

### **C. AIR BRAKE TANKS, LINES AND VALVES**

Air tanks are to be cleaned, pressure tested and repainted to prevent rust. All brake valves are to be replaced. Air lines are to be pressure tested and repaired where required. Flexible air hoses are to be replaced.

## **1.6 HYBRID DRIVE SYSTEM**

The bus shall be equipped with a gasoline Hybrid Drive System as manufactured by ISE Corporation. The Gasoline Hybrid Drive system will use the ULEV Ford Triton V 10, running on pump grade 87 Octane gasoline engine (California ARB EO A-359-001) certified at 0.4 g/bhp-hr (Nox+NMHC) which will qualify it as the lowest California certified emissions for a 40 ft. urban bus drive system.

The drive system will use two ThunderPack ultracapacitor modules featuring the Maxwell ultracapacitors for energy storage and meet all Federal and State emission guidelines in effect at the time of contract.

### **A. MOTIVE DRIVE SYSTEM**

The motive drive system shall consist of Dual Siemens 85kw cont., 170kw peak motors, Dual Siemens 85kw cont., 170kw peak Inverters and a Siemens 150kw continuous generator. Accelerator treadle is to be replaced with new to accommodate the Hybrid Drive System.

### **B. AIR COMPRESSOR AND GOVERNOR**

A new air compressor shall be provided and properly integrated as part of the Hybrid drive system.

### **C. GENERATOR AND CHARGING SYSTEM**

The generator is to be new; belt driven and integral to the Hybrid drive system. All charging system components are to be replaced as required. The voltage regulator circuit board is to be replaced.

### **D. REMOTE DIAGNOSTIC SYSTEM**

The Hybrid Drive system shall include an integrated Remote Diagnostic System that includes hardware and software packages

designed to address the needs of advanced vehicle fleet operators, maintenance personnel, and component developers. The RDS will allow the user to control, monitor, diagnose, and analyze advanced vehicles from their desktop computer. The system shall be capable of displaying fault codes, allow for monitoring of real time fuel economy and real time engine data.

The system shall also allow the user to fix minor issues in the field, set parameter on-board the vehicle as well as automatically send recorded data from each operating shift to a central server to create and maintain a historical database.

The system also provides real time data regarding the exact location of the vehicle (AVL), track vehicle and drivers performance, and disable a stolen vehicle.

**1.7 FUEL SYSTEM**

Fuel system will be replaced with a minimum 100 gallon gasoline tank and all hoses, fill nozzle and evaporative recovery systems will be CARB approved meeting the latest closed loop fuel systems as mandated by CARB

**1.8.1 EXHAUST SYSTEM**

Exhaust system will include all new piping, brackets and cat/converter conforming to current CARB requirements

**1.9 POWER STEERING SYSTEM**

**A. POWER STEERING PUMP AND RESERVOIR**

Power steering pump is to be replaced with new ThunderVolt electro-hydraulic and integrated with the Hybrid Drive system. Power steering reservoir filter element is to be replaced. Power steering reservoir gaskets are to be replaced. Power steering lines in engine compartment are to be replaced. The inline power steering fluid line filter is to be cleaned.

**B. POWER STEERING GEARBOX**

Power steering gearbox is to be rebuilt to Sheppard rebuild specifications. Mounting hardware is to be replaced.

**C. STEERING LINKAGE**

All tie rod ends are to be replaced as required and new seals to be installed. Tie rods are to be inspected and replaced if cracked. Mounting bushings are to be replaced. Front end is to be aligned to OEM specifications.

**D. STEERING WHEEL AND COLUMN**

Bearings and bushings are to be replaced as required. Steering column seal (at floor) is to be replaced. Horn button, contact ring and plunger are to be replaced. Steering column U-joints are to be replaced.

**1.8.2 WHEELS AND TIRES**

Wheels are to be replaced with polished aluminum rims, and matching studs and lug nuts. Tires are to be provided by Operating Contractor.

**1.11 ELECTRICAL**

- A. **ELECTRICAL CONTROL PANELS**  
Electrical system is to be functionally tested and any inoperative relays, circuit breakers, wires or switches are to be replaced. Dash mounted gauges are to be replaced if inoperative. Wiring is to be inspected for improper repairs, damaged connectors and frayed insulation, and if found, they are to be replaced. Repairs are to be made per OEM specifications.
  - B. **BATTERIES**  
Batteries are to be replaced with new heavy-duty batteries. Battery disconnect switches are to be replaced as required. Battery tray and hold down are to be replaced.
  - C. **EXTERIOR LIGHTING**  
All exterior lamps are to be replaced with LED lights where applicable. Driver's switches for turn signals and dimmer are to be replaced.
  - D. **INTERIOR LIGHTING**  
All interior lamps, including dash lamps are checked and replaced if necessary. Inoperative ballasts are to be replaced and all interior lenses are to be replaced with new Transmatic clear antigraffiti lenses.
- 1.12 RADIATOR AND SURGE TANK**  
The radiator shall be an integral part of the Hybrid Drive system and shall have electrically driven fans to reduce parasitic losses on the engine. The system will be charged with a permanent ethylene glycol anti-freeze package and provide protection to -40 degrees Fahrenheit.
- 1.13 WHEELCHAIR LIFT**  
Existing ADA compliant Lift-U platform lifts will be completely remanufactured by CCW, all moving parts will be examined and adjusted, replaced or repaired as required. New flooring will be installed on the platform, barriers and steps. The handrails shall be powder-coated safety yellow, all metal frame rails will have all rust or corrosion removed, treated with rust preventative and primed and painted black. The lift will conform to ADA standards and carry a 2 year parts and labor warranty. Two ADA compliant wheelchair restraint positions including a lap and shoulder belt for the passenger shall be provided.
- 1.14 HEAD SIGN**  
Install an all LED destination sign system including front, side and rear destination signs to meet ADA requirements.
- 1.15 PUBLIC ADDRESS SYSTEM**  
An automated "Talking Bus" system as manufactured by DRI or approved equal shall be integrated with the Head Sign system and shall make stop announcements when triggered by a driver activated switch. A series of six speakers mounted on each side of the ceiling from the front to the rear of the bus shall be provided. An exterior mounted, recessed curbside weatherproof speaker shall also be provided.

The system shall have a speaker selector switch to activate interior only, exterior only, or both sets of speakers. A volume level control switch shall also be integrated in the system.

**1.6 ON BOARD VIDEO SYSTEM, PARCEL RACKS, AND INTERNET SYSTEM**

The commuter configuration buses shall have parcel racks on both sides of the coach and a DVD player along with six monitors shall be installed in the coach. Installation of a Wireless Internet System is included.

**1.7 FAREBOX**

Provide and install mechanical fareboxes meeting City specification.

**1.8 TV MONITORS AND AMPLIFIER**

On each commuter style bus, install a total of eight (8) TV monitors and amplifiers(s) to split signal down each side of each bus.

**1.9 BIKE RACKS**

Install stainless steel bike racks on each bus.

**2.0 CITY ARTWORK**

Purchase and apply decals with City Artwork as approved by City.

**2.1 Passenger Counters**

Install Denominator Passenger Counters as specified by City (minimum eight (8) button design).

**2.2 Required Items**

**Install legally compliant fire extinguisher, first aid kit, and safety reflectors.**

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**CERTIFICATION  
ELK GROVE CITY COUNCIL RESOLUTION NO. 2004-309**

**STATE OF CALIFORNIA            )**  
**COUNTY OF SACRAMENTO        )**        **ss**  
**CITY OF ELK GROVE             )**

***I, Peggy E. Jackson, City Clerk of the City of Elk Grove, California, do hereby certify that the foregoing resolution was duly introduced, approved, and adopted by the City Council of the City of Elk Grove at a regular meeting of said Council held on the 15<sup>th</sup> day of December 2004 by the following vote:***

**AYES 5:       COUNCILMEMBERS: Scherman, Soares, Briggs, Cooper, Leary**

**NOES 0:       COUNCILMEMBERS:**

**ABSTAIN 0: COUNCILMEMBERS:**

**ABSENT 0: COUNCILMEMBERS:**



A handwritten signature in cursive script, appearing to read "Peggy E. Jackson".

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**Peggy E. Jackson, City Clerk  
City of Elk Grove, California**