

**AGREEMENT FOR THE ACQUISITION OF VEHICLES BETWEEN
THE CITY OF REDONDO BEACH AND
CREATIVE BUS SALES, INC., A CALIFORNIA CORPORATION**

This AGREEMENT FOR THE ACQUISITION OF VEHICLES ("Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Creative Bus Sales, Inc., a California corporation ("Contractor").

RECITALS

WHEREAS, City desires to acquire five (5) El Dorado National Passport EZ Rider 32 foot Low Floor CNG, ADA compliant vehicles ("Vehicles") to provide certain transit services which benefit the City, its residents, business and property owners, and employees; and

WHEREAS, City is unable to provide certain transit services without acquiring new Vehicles; and

WHEREAS, Contractor desires to provide Vehicles to City for the purposes of the City providing certain transit services and Contractor represents that it is qualified to provide Vehicles by reason of experience and organization; and

WHEREAS, City entered this Agreement on the basis of Contractor's proposal, described in Exhibit "B"; and

WHEREAS, Contractor warrants that its proposal, described in Exhibit "B", is in full compliance with the California Association for Coordinated Transportation/Morongo Basin Transit Authority and Vehicle Purchasing Cooperative Bid, RFP No. 18-01 (collectively "RFP"), a Joint Procurement for Heavy Duty Rear Engine Transit, Commuter and Trolley Buses, as provided in Exhibit "C"; and

WHEREAS, Contractor further warrants that the representations made in its proposal as described in Exhibit "B" are true and accurate and Contractor is bound by each of its representations; and

WHEREAS, as required by Federal Funding Guidelines, on behalf of several cities, including the City of Porterville ("Porterville"), the Morongo Basin Transit Authority issued the RFP to solicit bids for the purchase of buses; and

WHEREAS, Contractor was the lowest and most responsible bidder and was awarded the contract with Morongo Basin Transit Authority to provide El Dorado National EZ Rider buses, which included the Vehicles; and

WHEREAS, on December 21, 2021, the City entered into an Approval for Re-Assignment of Vehicles with Porterville whereby Porterville assigned the Vehicles to the City and Morongo Basin Transit Authority approved the assignment of the Vehicles; and

WHEREAS, Contractor acknowledges that City will purchase the Vehicles from Contractor and Contractor shall be bound by all terms and conditions herein.

NOW THEREFORE, in consideration of the promises and covenants contained in this Agreement, and intending to be legally bound, the parties hereby agree to the following:

1. Independent Contractor. Contractor acknowledges, represents, and warrants that Contractor is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but that Contractor is an independent contractor. This Agreement shall not be construed as an employment contract. Contractor shall have no rights to any benefits which accrue to City's employees, unless expressly provided for in this Agreement. Due to the independent contractor relationship this Agreement creates, the City shall not withhold state or federal income taxes. Contractor is solely responsible to report Contractor's total earnings and the amount of federal and state taxes Contractor owes to the proper state and federal agencies arising from this Agreement. The City shall carry no responsibility for Contractor's tax liability arising from this Agreement.
2. Brokers. Except for Contractor's payment to the Manufacturer for the Vehicles described in Exhibits "A" and "B", Contractor acknowledges, represents, and warrants that Contractor has not hired, retained, or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
3. Non-Collusion. Contractor warrants the following:
 - a) Contractor has not been guilty of collusion with any of the City's officers, employees, or representatives, or with any other party or parties in the submission of its proposal.
 - b) Contractor's agents, officers, representatives, or employees, are not guilty of collusion with any of the City's officers, employees, or representatives, or with any other party or parties in the submission of its proposal.
 - c) Contractor has not received any preferential treatment from any of the City's officers, employees, or representatives in the matter of making or submitting a proposal.
 - d) Contractor declares under penalty of perjury that the foregoing is true and correct.
4. Agreement. This Agreement consists of this document and all attached exhibits, which are incorporated herein by reference:
 - a) Exhibit "A": Contractor's Federal Transit Administration Compliance Certification Forms
 - b) Exhibit "B": Contractor's Price Proposal for Vehicles
 - c) Exhibit "C": California Association for Coordinated Transportation/Morongo Basin Transit Authority Vehicle Purchasing Cooperative Bid and associated documents, including the MBTA Contract 18-01 CBS Agreement Regarding Purchase of Transit Vehicles, and any amendments thereto.

Notwithstanding the foregoing, any language in Exhibit "B", and Exhibit "C", which does not pertain to the project description, proposal, or scope of services to be provided by Contractor, or any corresponding responsibilities of City, shall be deemed extraneous to,

and not a part of, this Agreement. In the event of any conflict among the provisions of the foregoing documents, the terms of this Agreement shall govern, then the terms of Exhibit "A", Exhibit "B", and then Exhibit "C".

5. Scope Of Services. Contractor shall manufacture and deliver equipment and associated components as set forth in Exhibit "B", including the Vehicles. City will comply with the requirements provided in Exhibit "C".
6. Inspection. If the services set forth in Exhibit "B" shall be performed on City's property or other public property, the City shall have the right to inspect such work without notice. If such services are not performed on City's property or other public property, the City shall have the right to inspect such work upon reasonable notice.

Inspections by the City shall not relieve or minimize the responsibility of Contractor to conduct any inspections Contractor has agreed to perform pursuant to the terms of this Agreement. Contractor shall be solely liable for said inspections performed by Contractor. Contractor shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Contractor hereunder.

7. Services. The services set forth in this Agreement shall be performed to the City's full satisfaction and approval. In the event the project or services set forth in this Agreement are itemized by price, the City in its sole discretion may, upon notice to Contractor, delete certain items or services set forth in this Agreement. If the City chooses to delete certain items or services, there shall be a proportional reduction in the compensation paid to Contractor.
8. Payment. Contractor shall be compensated in an amount of \$2,792,910.30 for the delivery of the Vehicles, based on the unit price of \$558,582.06, pursuant to this Agreement as described in Exhibit "B". In the event there are additional costs, including but not limited to, the City requesting improvements or upgrades in interior flooring, furnishings, material and accessories, or mechanical equipment related to the operation of the bus or digital signage, or a change in sales tax, then Contractor's compensation will be increased by a not to exceed amount of \$5,000 for a maximum total of \$2,797,910.30.
 - a) Vehicle Inspection and Payment Authorization. Upon the Contractor delivering the Vehicles, the City designated Project Manager and Operator will perform a final vehicle inspection. Upon City's written approval of the Vehicles, the City will have accepted the Vehicles and authorized payment for the Vehicles.
 - b) Payment Schedule. City will pay for the Vehicles, after its written approval of vehicle inspection, and upon its written acceptance of the Vehicles.
 - c) Vehicle Costs. The per vehicle price, shall be \$558,582.06 as provided in Exhibit "B".
9. Vehicle Specifications. The Vehicles shall meet the specifications described in Exhibits "B", and "C".

10. Delivery Dates.

- a) Contractor shall deliver the Vehicles to the City no later than 420 calendar days following execution of this Agreement.
- b) Late Fee. In the event Contractor cannot deliver the Vehicles within the agreed upon time periods in this Section 11, Contractor shall pay a late charge of \$250.00 for each calendar day until Contractor delivers the Vehicles to the City. The late charge shall commence the first day the Contractor is delinquent in its delivery.

11. Title. Upon City's final payment for the Vehicles, the legal title to the Equipment shall be vested to the City.

12. Assignment. Contractor shall not assign or sublet to any other party without the City's prior written approval. In the City's sole and absolute discretion, the City may withhold approval of an assignment or sublease. If the City chooses to provide written approval of any assignment or subletting of this Agreement or Contractor's retention of subcontractors, Contractor shall provide to the City copies of each and every subcontract prior to the execution thereof by Contractor and subcontractor. Any attempt by Contractor to assign any of their rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

Regardless of whether the Contractor is a corporation, limited liability company, partnership, joint venture, or otherwise, the sale, assignment, transfer or other disposition, on a cumulative basis, of 25% or more of the ownership interest in Contractor or 25% or more the voting control of Contractor shall constitute an assignment for purposes of this Agreement.

The involvement of Contractor or Contractor's assets in any transaction or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Agreement or Contractor's assets occurs, which reduces Contractor's assets or net worth by 25% or more shall also constitute an assignment for purposes of this Agreement.

13. Indemnity. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless, and defend (at Contractor's expense with counsel acceptable to the City), City and its elected and appointed officials, officers, employees, agents, independent contractors, and volunteers from and against any and all claims, demands, causes of action, compensation, lawsuits (whether at law, equity or both), proceedings, liabilities, losses, damages, expenses, costs (including without limitation attorneys' fees, expert witness fees, and other related costs and expenses), judgments, fines, penalties, liens of every nature, and other amounts arising or claimed to arise, directly or indirectly, out of Contractor's (including Contractor, its subcontractors, and each of their officials, officers, employees, and agents) performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for to the extent such loss or damage which was caused by the sole negligence or willful misconduct of the City. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

14. Insurance. Contractor shall comply with the requirements set forth in Exhibit "D." Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
15. Conflict of Interest. Contractor acknowledges, represents, and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Contractor shall not employ or associate any party that has such conflict of interest. Contractor further acknowledges, represents and warrants that Contractor has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement.

Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) calendar year.

16. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, employment laws, and non-discrimination laws, as described below.
17. Federal Changes. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in this Agreement between City and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Contractor's failure to so comply shall constitute a material breach of this Agreement.
18. No Federal Government Obligation to Third Parties. The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the City, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from this underlying Agreement. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
19. Access to Records and Reports
- a) Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

- b) Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Agreement for a period of at not less than three (3) years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c) Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this Agreement as reasonably may be required.
- d) Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this Agreement as reasonably may be required.

20. Fly America

- a) *Definitions.* As used in this clause:

"International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

"United States" means the 50 States, the District of Columbia, and outlying areas.

"U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

- b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- c) If available, the Contractor, in performing work under this Agreement, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. *[State reasons]:*

- e) The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this Agreement that may involve international air transportation.

21. Buy America Requirements

- a) The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.
- b) The Contractor must submit to City the appropriate Buy America certification as provided in Exhibit "A" with its bid or offer. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

22. Cargo Preference. The Contractor agrees:

- a) *to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying Agreement to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;*
- b) *to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)*
- c) *to include these requirements in all subcontracts issued pursuant to this Agreement when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.*

23. Clean Water Act and Federal Water Pollution Control Act. The Contractor agrees:
- a) It will not use any violating facilities;
 - b) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
 - c) It will report violations of use of prohibited facilities to FTA; and
 - d) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).
24. Energy Conservation. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
25. Government-Wide Debarment and Suspension. Debarment, Suspension, Ineligibility and Voluntary Exclusion.
- The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded Agreement and are not presently declared by any Federal department or agency to be:
- a) Debarred from participation in any federally assisted Award;
 - b) Suspended from participation in any federally assisted Award;
 - c) Proposed for debarment from participation in any federally assisted Award;
 - d) Declared ineligible to participate in any federally assisted Award;
 - e) Voluntarily excluded from participation in any federally assisted Award; or
 - f) Disqualified from participation in any federally assisted Award.

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

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined by the City that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any Agreement that may arise from this offer. The Contractor or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

26. Program Fraud and False or Fraudulent Statements and Related Acts. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

27. Lobbying Restrictions. The Contractor certifies, to the best of his or her knowledge and belief, that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts,

sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. Contractor shall execute a certification stating the foregoing statements as provided in Exhibit "A".

28. **Civil Rights Laws and Regulations.** The City is an Equal Opportunity Employer. As such, the City agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the City agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

- a) **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- b) **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- c) **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the

Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- d) **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

29. **Disadvantaged Business Enterprise (DBE).** The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the City deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the Contractor from future bidding as non-responsive. 49 C.F.R. § 26.13(b).

Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the Contractor shall utilize the specific DBEs listed unless the Contractor obtains the City's written consent; and that, unless the City's consent is provided, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

- a) **Overview.** It is the policy of the City and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the City to:
- i. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
 - ii. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
 - iii. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
 - iv. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards

- are permitted to participate as DBE's;
- v. Help remove barriers to the participation of DBEs in DOT assisted contracts;
- vi. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
- vii. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Agreement is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Agreement. The City shall make all determinations with regard to whether or not a Contractor is in compliance with the requirements stated herein. In assessing compliance, the City consider during its review of the Contractor's submission package, the Contractor's documented history of non-compliance with DBE requirements on previous contracts with the City.

- b) **Contract Assurance.** The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the City deems appropriate.
- c) **DBE Participation.** For the purpose of this Agreement, the City will accept only DBE's who are:
 - i. Certified, at the time of bid opening or proposal evaluation, by the Los Angeles Metropolitan Transportation Authority, City of Los Angeles, or the California Unified Certification Program (CUCP); or
 - ii. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or
 - iii. Certified by another agency approved by the City.
- d) **DBE Participation Goal.** The DBE Overall Goal for the City is 21%. There is not a DBE Contract goal for this project. The City's Overall Goal represents those elements of work for FTA-assisted contracting opportunities by the City performed by qualified Disadvantaged Business Enterprises.
- e) **Proposed Submission.** Each Contractor, as part of its submission, shall supply the following information:
 - i. A completed **DBE Utilization Form as provided in Exhibit "A"** that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Agreement.

- ii. A list of those qualified DBE's with whom the Contractor intends to contract for the performance of portions of the work under the Agreement, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the **DBE Participation Schedule**. No work shall be included in the Schedule that the Contractor has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Contractor may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by the City.
 - iii. An original **DBE Letter of Intent** from each DBE listed in the **DBE Participation Schedule** as provided in Exhibit "A".
 - iv. An original **DBE Affidavit** from each DBE stating that there has not been any change in its status since the date of its last certification.
- f) **Good Faith Efforts.** If the Contractor is unable to meet the goal set forth in the DBE Participation Goal, the City will consider the Contractor's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the City will consider as part of the Contractor's good faith efforts include, but are not limited to, the following:
- i. Documented communication with the City's DBE Coordinator (questions of IFB or RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);
 - ii. Pre-bid meeting attendance. At the pre-bid meeting, the City generally informs potential contractors of DBE subcontracting opportunities;
 - iii. The Contractor's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;
 - iv. Written notification to DBE's encouraging participation in the proposed Agreement; and
 - v. Efforts made to identify specific portions of the work that might be performed by DBE's.
 - vi. The Contractor shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Agreement:
 - a. The names, addresses, and telephone numbers of DBE's that were contacted;
 - b. A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;

- c. Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the City.

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the Agreement. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Contractor has made good faith efforts, the City may take into account the performance of other Contractors in meeting the Contract goals. For example, if the apparent successful Contractor failed to meet the goal, but meets or exceeds the average DBE participation obtained by other Contractors, the City may view this as evidence of the Contractor having made good faith efforts.

- g) **Administrative Reconsideration.** Within five (5) business days of being informed by the City that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Contractor may request administrative reconsideration. The Contractor should make this request in writing to the City. The City will forward the Contractor's request to a reconsideration official who will not have played any role in the original determination that the Contractor did not document sufficient good faith efforts.

As part of this reconsideration, the Contractor will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Contractor will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The City will send the Contractor a written decision on its reconsideration, explaining the basis for finding that the Contractor did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

- h) **Termination of DBE Subcontractor.** The Contractor shall not terminate the DBE subcontractor(s) listed in the **DBE Participation Schedule** without the City's prior written consent. The City may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify the City in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with subsection (j) below (Sanctions for Violations).

- i) **Continued Compliance.** The City shall monitor the Contractor's DBE compliance during the life of the Agreement. In the event this procurement exceeds ninety (90) days, it will be the responsibility of the Contractor to submit quarterly written reports to the City that summarize the total DBE value for this Agreement. These reports shall provide the following details:
- i. DBE utilization established for the Agreement;
 - ii. Total value of expenditures with DBE firms for the quarter;
 - iii. The value of expenditures with each DBE firm for the quarter by race and gender;
 - iv. Total value of expenditures with DBE firms from inception of the Agreement; and
 - v. The value of expenditures with each DBE firm from the inception of the Agreement by race and gender.
 - vi. Reports and other correspondence must be submitted to the DBE Coordinator with copies provided to the City. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

The successful Contractor shall permit:

- i. The City to have access to necessary records to examine information as the City deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract between the Contractor and other DBE parties entered into during the life of the Agreement.
 - ii. The authorized representative(s) of the City, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Agreement.
 - iii. All data/record(s) pertaining to DBE shall be maintained as stated in Section 19 of this Agreement.
- j) **Sanctions for Violations.** If at any time the City has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, the City may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:
- i. Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor's compliance are resolved; and

- ii. Termination or cancellation of the Agreement, in whole or in part, unless the successful Contractor is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

30. Prompt Payment

a) Prompt Payment to Subcontractors

- i. The Contractor is required to pay all Subcontractors for all work that the Subcontractor has satisfactorily completed, no later than thirty (30) business days after the Contractor has received payment from the City.
- ii. In addition, all Retainage amounts must be paid by the Contractor to the Subcontractor no later than thirty (30) business days after the Subcontractor has, in the opinion of the Transit Manager, satisfactorily completed its portion of the Work.
- iii. A delay in or postponement of payment to the Subcontractor requires good cause and prior written approval of the Transit Manager.
- iv. The Contractor is required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms to resolve all payment disputes.
- v. The City will not pay the Contractor for work performed unless and until the Contractor ensures that the Subcontractors have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing with the City of lien waivers, canceled checks (if requested), and the Contractor's sworn statement that it has complied with the prompt payment requirements. Contractor must submit a prompt payment affidavit as provided in Exhibit "A", which identifies each subcontractor (both DBE and non-DBE) and the date and amount of the last payment to such subcontractor, with every payment request filed with the City, except for the first payment request, on every contract with the City.
- vi. Failure to comply with these prompt payment requirements is a breach of the Agreement, which may lead to any remedies permitted under law, including, but not limited to, Contractor debarment. In addition, Contractor's failure to promptly pay its Subcontractors is subject to the provisions of 50 ILCS 505/9.

b) Reporting Requirements During the Term of the Contract

- i. The Contractor shall, within thirty (30) business days of contract award, or prior to any work being performed, execute formal subcontracts or purchase orders with the DBE firms included in the bid. These written agreements shall be made available to the City. All contracts between the Contractor and its subcontractors must contain a prompt payment clause as set forth in Section 30 herein.

- ii. During the term of annual contracts, the Contractor shall submit regular "Status Reports of DBE Subcontract Payments" in a form acceptable to the City. The frequency with which these reports are to be submitted will be determined by the City but in no event will reports be required less frequently than quarterly. **In the absence of written notice from the City the Contractor's first "Status Report of DBE Subcontract Payments" will be due ninety (90) days after the date of contract award, with additional reports due quarterly thereafter.**
- iii. In the case of a one-time procurement with either a single or multiple deliveries, a "Status Report of DBE Subcontract Payments," in a form acceptable to the City, indicating final DBE payments shall be submitted directly to the City. The information must be submitted prior to or at the same time as the Contractor's final invoice to the City department identified in the solicitation. (NOTICE: The original invoices must be submitted directly to the City's department identified in the contract documents and the Status Report of DBE Subcontract Payments must be submitted directly to the.) **Failure to follow these directions may delay final payment.**
- iv. The address for the City:

City of Redondo Beach
Community Services Department, Transit Division
415 Diamond Street
Redondo Beach, CA 90277
Attention: Joyce Rooney, Transit Manager

31. Termination. Notwithstanding any provision in this Agreement to the contrary, the City may, in its sole and absolute discretion and without cause, immediately terminate this Agreement at any time prior to Contractor completing the project or services enumerated in this Agreement, upon written notice to Contractor.

Contractor may terminate this Agreement at any time, without cause, by giving City 30 days written notice. In the event of such termination, Contractor shall be compensated for:

- a) All vehicles satisfactorily delivered to, and accepted by, the City prior to the termination's effective date and
- b) All necessary materials or services of others the Contractor has ordered for this Agreement prior to Contractor's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Contractor is not able to cancel such orders.

For the Contractor to be paid upon termination, Contractor shall promptly submit its termination claim to City. If the Contractor possesses any City property, the Contractor will account for it, and return or dispose of the City's property in the manner the City directs.

32. Termination in the Event of Default. If Contractor does not perform any of Contractor's obligations, in this Agreement, within the timeframe and in the manner provided, or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement for default. To terminate this Agreement for default the City must give

written notice to Contractor, stating the reasons for such termination. Contractor will only be paid the contract price for vehicles delivered to the City and accepted by the City, or services performed in accordance with the manner of performance set forth in this Agreement. If the City later determines Contractor had an excusable reason for not performing, such as a strike, fire, flood, or events which are not the Contractor's fault or are beyond the Contractor's control, City, after setting up a new delivery schedule, may allow the Contractor to continue work or terminate the Agreement.

- a) **Opportunity to Cure.** The City may, in its sole discretion, allow the Contractor the opportunity to remedy the breach. If however, the Contractor fails to remedy, to the City's satisfaction, the breach or default of any of this Agreement's terms, covenants, or conditions within 10 calendar days after Contractor's receipt of written notice from City setting forth the nature of said breach or default, City shall have the right to terminate this Agreement and the City will not have any further obligation to Contractor. Any such termination for default shall not preclude or hinder the City from also pursuing all available remedies against Contractor and Contractor's sureties for said breach or default.
- b) **Waiver of Remedies for any Breach.** If City elects to waive its remedies for any breach by Contractor of this Agreement's covenant, term, or condition, City's waiver shall not limit City's remedies for any succeeding breach of that or of any other of this Agreement's term, covenant, or condition.

33. Violation and Breach of Contract

- a) **Rights and Remedies of the City.** In addition to Sections 31 and 32 of this Agreement, the City shall have the following rights in the event that the City deems the Contractor guilty of a breach of any term under the Agreement.
 - i. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
 - ii. The right to cancel this Agreement as to any or all of the work yet to be performed;
 - iii. The right to specific performance, an injunction or any other appropriate equitable remedy; and
 - iv. The right to money damages and any other remedies at law

Breach shall be any failure by the Contractor to perform any term or condition in this Agreement.

- b) **Contractor.** The Contractor expressly agrees that no default, act or omission of the City shall constitute a material breach of this Agreement, entitling Contractor to cancel or rescind the Agreement (unless the City directs Contractor to do so) or to suspend or abandon performance.
- c) **Disputes.** Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the City Manager. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the City Manager. In connection with any such appeal, the

Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

- d) **Performance during Dispute.** Unless otherwise directed by City, Contractor shall continue performance under this Agreement while matters in dispute are being resolved.

34. **Prevailing Wage and Anti-Kickback**

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

- a) **Contract Work Hours and Safety Standards.** For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701- 3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was

required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.

The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

- b) **Contract Work Hours and Safety Standards for Awards Not Involving Construction.** The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

The Contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

35. **Veteran's Employment**

As provided by 49 U.S.C. § 5325(k):

- a) Contractor shall give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project

supported with funds made available or appropriated for 49 U.S.C. chapter 53, and

- b) Contractor shall not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee
 - c) Contractor shall require and ensure its subcontractor(s) shall give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, to the extent practicable, and
 - d) Contractor shall require and ensure an employer shall not give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.
36. Bus Testing. The Contractor agrees to comply with the Bus Testing requirements under 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 C.F.R. part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or 15 components, and that the bus model has achieved a passing score. Upon completion of the testing, the contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the City.
37. Pre-Award and Post Delivery Audits of Rolling Stock Purchases. The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.
38. Incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement.
39. Notices. Written notices to each party shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

City: City of Redondo Beach
Community Services Department, Transit Division
415 Diamond Street.
Redondo Beach, CA 90277
Attention: Joyce Rooney

Contractor: Creative Bus Sales
13501 Benson Avenue
Chino, CA 91710
Attention: Steve Chung

All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by registered or certified mail. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party.

40. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Contractor and City may be used to assist in the interpretation of the exhibits to this Agreement.
41. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties and approved by the City Council.
42. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
43. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
44. Claims. Any claim by Contractor against City hereunder shall be subject to Government Code §§ 800 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.
45. Interpretation. Contractor acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
46. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping. Contractor shall not be liable under this warranty for an amount greater than the amount paid by City to Contractor for the products.

47. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
48. Representatives. The City Manager or designee shall serve as the representative for City. Steve Chung, Creative Bus Sales, shall be the authorized representative for Contractor.
49. Authority To Execute And Deliver. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Contractor warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Contractor, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Contractor. Contractor further represents that it is a corporation, organized and existing under the laws of the State of California.
50. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 21st day December 2021.

CITY OF REDONDO BEACH,
a chartered municipal corporation

CREATIVE BUS SALES, INC.,
a California corporation



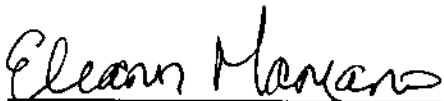
William C. Brand, Mayor
Mayor Pro Tem

Zein Obagi Jr.

By: 

Name: Tony Matijevich, President

ATTEST:



Eleanor Manzano, City Clerk

APPROVED:



Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:



Michael W. Webb, City Attorney

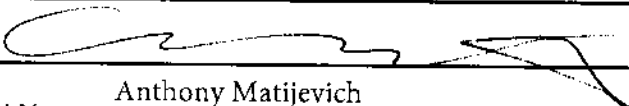
EXHIBIT "A"

**FEDERAL TRANSIT ADMINISTRATION
REQUIREMENT CERTIFICATIONS**

Contractor certifies that the Vehicles offered in this procurement complies with all FTA Requirements and Regulations incorporated in Agreement Sections 17 through 38 and listed below:

- | | | |
|-------------------------------------|----|--|
| ☒ | 17 | Federal Changes |
| ☒ | 18 | No Government Obligation To Third Parties |
| ☒ | 19 | Access to Records and Reports |
| ☒ | 20 | Fly America |
| ☒ | 21 | Buy America Requirements |
| ☒ | 22 | Cargo Preference |
| ☒ | 23 | Clean Air Act and Federal Water Pollution Control Act |
| ☒ | 24 | Energy Conservation |
| ☒ | 25 | Government-Wide Debarment and Suspension |
| ☒ | 26 | Program Fraud and False or Fraudulent Statements or Related Acts |
| ☒ | 27 | Lobbying Restrictions |
| ☒ | 28 | Civil Rights Laws and Regulations |
| ☒ | 29 | Disadvantaged Business Enterprise (DBE) |
| ☒ | 30 | Prompt Payment |
| ☒ | 31 | Termination |
| ☒ | 32 | Termination in the Event of Default |
| ☒ | 33 | Violation and Breach of Contract |
| ☒ | 34 | Prevailing Wage and Anti-Kickback |
| ☒ | 35 | Veteran's Employment |
| ☒ | 36 | Bus Testing |
| ☒ | 37 | Pre-Award and Post-Delivery Audits of Rolling Stock Purchases |
| ☒ | 38 | Incorporation of Federal Transit Administration (FTA) Terms |

Date 12/7/2021

Signature 

Typed or Printed Name Anthony Matijevich

Title President

Company Name Creative Bus Sales, Inc.

Lobbying Restrictions

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

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



Signature of Contractor's Authorized Official

Anthony Matijevich

Name and Title of Contractor's Authorized Official

12/7/2021

Date

PROMPT PAYMENT AFFIDAVIT

Contractor will place a check in the appropriate box below that applies to this payment request.

Re: Payment Request No. _____

I, Anthony Matijevich (Name), the President (Title - e.g., President, Vice President, etc.) of Creative Bus Sales, Inc. ("Company"), do state the following with regard to payments made under Contract No. _____ ("Contract"):

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

Creative Bus Sales, Inc.

Company Name

Signature

Anthony Matijevich

Print Name

Date: 12/7/2021

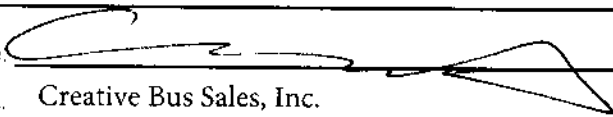
Subscribed and sworn to before me this _____ day of _____ 20__.

BUY AMERICA

In accordance with 49 C.F.R. § 661.6, for the procurement of steel, iron or manufactured products, use the certifications below.

Certificate of Compliance with Buy America Requirements

The Contractor or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 C.F.R. part 661.

Date: 12/7/2021
Signature: 
Company: Creative Bus Sales, Inc.
Name: Anthony Matijevich
Title: President

Certificate of Non-Compliance with Buy America Requirements

The Contractor or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. § 661.7.

Date: _____
Signature: _____
Company: _____
Name: _____
Title: _____

Buy America Rolling Stock Requirements

In accordance with 49 C.F.R. § 661.12, for the procurement of rolling stock (including train control, communication, and traction power equipment) use the following certifications:

Certificate of Compliance with Buy America Rolling Stock Requirements

The Contractor or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 C.F.R. § 661.11.

Date: 12/7/2021

Signature: _____

Company: Creative Bus Sales, Inc.

Name: Anthony Matijevich

Title: President

Certificate of Non-Compliance with Buy America Rolling Stock Requirements

The Contractor or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 C.F.R. § 661.7.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

**DBE UTILIZATION
FORM**

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

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

NOT APPLICABLE

Date: _____

Signature: _____

Company Name: _____

Title: _____

DBE PARTICIPATION SCHEDULE

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

DBE IDENTIFICATION AND INFORMATION FORM

Name and Address	Contact Name and Telephone Number	Participation Percent (Of Total Contract Value)	Description Of Work To Be Performed	Race and Gender of Firm
	NOT APPLICABLE			

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 21st day December 2021.

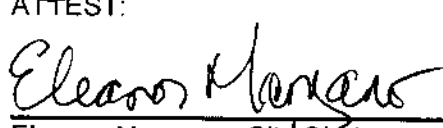
CITY OF REDONDO BEACH,
a chartered municipal corporation



William C. Brand, Mayor *Zein Obagi Jr.*

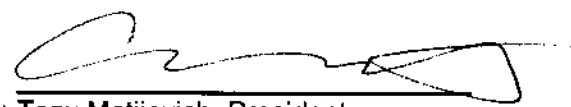
Mayor Pat Ten

ATTEST:



Eleanor Manzano, City Clerk

CREATIVE BUS SALES, INC.,
a California corporation

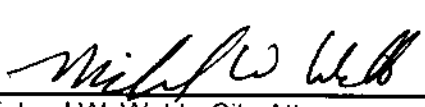
By: 
Name: Tony Matijevich, President

APPROVED:



Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:



Michael W. Webb, City Attorney

EXHIBIT "B"

CONTRACTOR'S PRICE PROPOSAL FOR VEHICLES

See attached.



Creative Bus Sales

November 13, 2021

Creative Bus Sales Proposal for City of Redondo Beach



CalACT Class H Low Floor Bus

Eldorado National Passport EZ Rider BRT II 32' Buses

21-Ambulatory Passengers + 2-Wheelchair Positions or 27-Ambulatory Passengers

Pricing based off of CalACT / MBTA Vehicle Purchasing Cooperative

- Piggyback Options: CalACT / MBTA Bid (Class H-CNG)
- Purchase Requires Membership to CalACT and Payment of Procurement Fee
- Delivery Timeline: 12 to 14-Months from Receipt of Order
- Passenger Seats: Citiseats with Level 4 Blue Vinyl Inserts – Docket 90
- Flooring: Altro-Storm
- Please see attached pages for exact specifications.

Additions to Base Specifications:

- | | |
|--|------------|
| • (1) Pre-Wire for Mobile Tap Card Installation by Customer: | No Charge |
| • (1) 2 nd Passenger Entry Door: | Included |
| • (1) Ametek Rotron Brushless Marine Pump: | \$781.95 |
| • (1) Undercoat Under Bus and Around Windows: | Included |
| • (1) Decal Allowance: | \$4,691.70 |
| • (1) Modine Radiator In Lieu Of EMP: | Included |
| • (1) Hanover Front and Side Destination Sign: | \$1,563.90 |
| • (1) Hanover Rear Destination Sign: | \$1,563.90 |
| • (1) Hanover Interior Front Route Number Sign: | Included |
| • (1) Sportworks Bike Rack (Veloporter) / 3-Positions: | \$2,919.28 |

14740 Ramona Avenue • Chino, CA 91710

Phone: (909) 465-5528 • Fax: (909) 465-5529 • www.creativebussales.com

- (1) Floor Mounted Directional Signals: \$620.35
- (1) G3 Multiplex System: \$1,895.00
- (1) Amerex Fire Suppression and Methane Detection System: Included
- (1) Stop Request System: Included
- (1) 4 Outer Aluminum Wheels Plus Spare (Brush Finish): \$6,255.60
- (1) BRT Front Appearance Package: Included
- (1) Interior LED Lighting: Included
- (1) HVAC Brushless Motor: \$781.95
- (1) Graffiti Protection Film on Rear (4) Windows: \$1,251.12
- (1) Electronic Hubodometer: \$595.00
- (1) Diamond SV Farebox: \$2,241.59
- (1) Driver's Dash AC/Heat/Defrost: \$2,085.20
- (1) 4th Tank for CNG Pod: \$5,734.30
- (1) Install Storage Box on Front Wheelwell Behind Seats (C/S): \$595.00
- (1) GMV Syncromatics Announcement System: \$7,858.08*
- (1) REI Camera System 12 Cameras with Back Up Camera: \$11,395.00
 - Includes 2 Spare Hard Drives Per Order
- (1) Install Tower (low) and Luggage Rack Behind Driver's Seat: \$2,995.00
- Subtotal: \$52,228.92

• **Pricing:**

Base Bus Price		\$450,403.20
Options		\$55,823.92
Doc Fee		\$85.00
Subtotal		\$506,312.12
Non Taxable ADA Equipment	\$35,000.00	
Sales Tax	9.50%	\$44,633.01
CalACT Procurement Fee		\$7,594.68
DMV Filing Fee		\$30.00
DMV Registration Fee	IF EXEMPT	\$0.00
Tire Fee		\$12.25
Total Cost Per Bus		\$558,582.06
Total Cost For 5-Buses		\$2,792,910.30

Following items/settings are included at no additional charge:

- Allison Brake Retarder Set Up at 1/3 Throttle and 2/3 Brakes
- CNG Fuel Door Opening Will Shutdown Engine
- Manuals
- Same Exterior Mirrors to Most Recent Buses (BRT Style)
- Training
- License Plate Mounts

*GMV Syncromatics System Includes Following Items:
(System to be installed at ElDorado National)

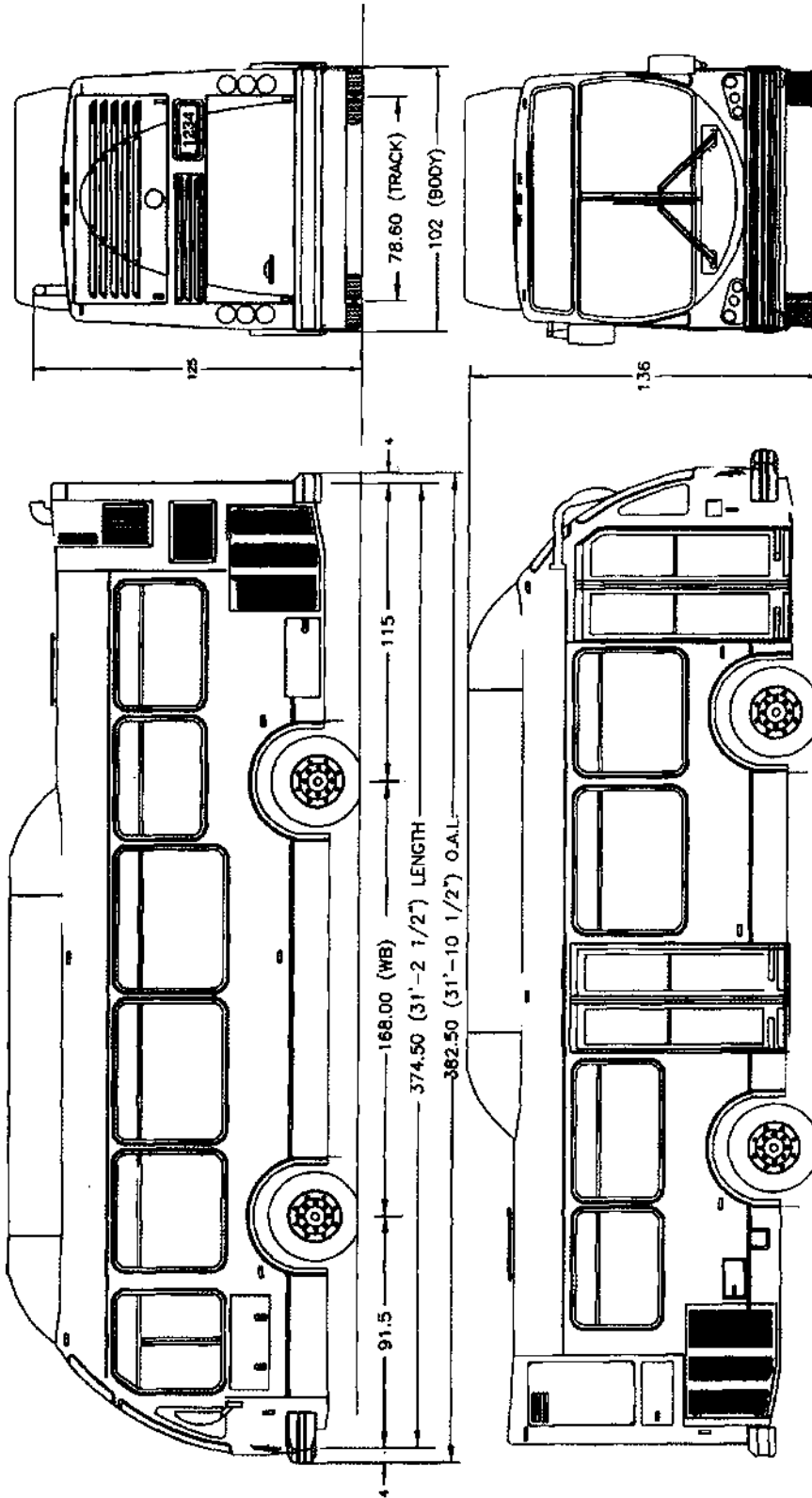
OpenMDT Plus Transfer Kit
Automated Voice Annunciator
Interior LED Sign
Destination Sign Integration, Hanover

Project Management - Engineering, Travel, Validation,
AVAS Configuration

NOTES:

a Hardware transfer to be completed by GMV Syncromatics technicians upon delivery to client
Pricing is specific to this particular job and will not be binding on any other job
Annual service fees, cellular data service, and software renewals to be billed directly to end client
Project Management fees assume that validation will occur at the manufacturer's site
All equipment installations to be performed by bus manufacturer personnel, according to Syncromatics procedures

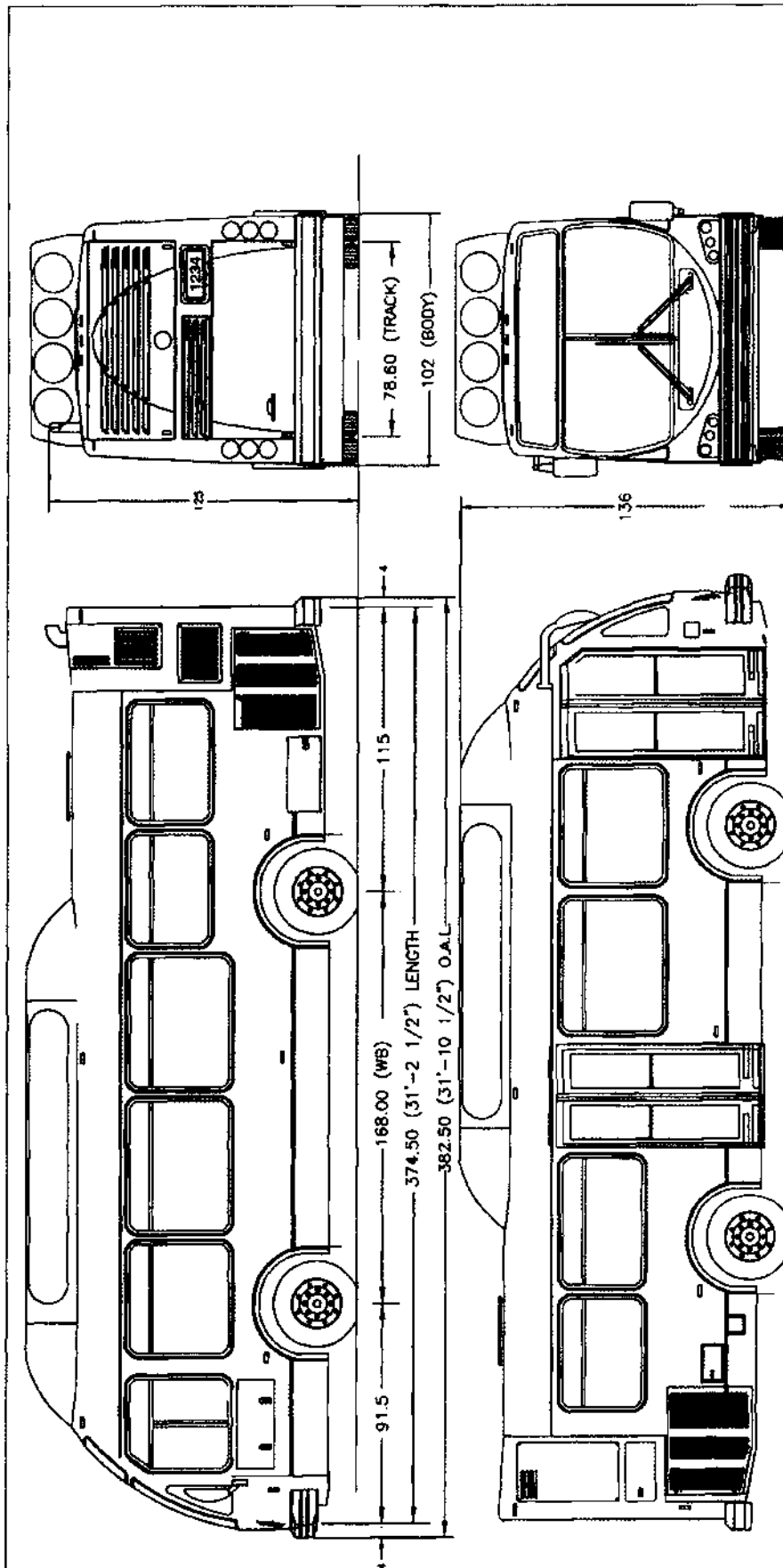
Steve Chung
Cell 909.549.9398
stevec@creativebussales.com



CONCEPTUAL PROPOSAL ONLY

THIS DRAWING IN DESIGN & DETAIL IS THE PROPERTY OF EL DORADO NATIONAL & MUST NOT BE USED EXCEPT IN CONNECTION WITH OUR WORK. ALL RIGHTS OF DESIGN OR INVENTION ARE RESERVED.

REV.	DATE	BY	DESCRIPTION	SPEC.
1	9/26/12	LOREN	EL DORADO National - California	
A HIB Company 9470 Garing Street Rosemead, CA 91068 Phone (909) 91-9057				
ELEVATION 32' - RIDER 11 BRT			TITLE 32' - RIDER 11 BRT	
SCALE 1" = 40'			MODEL E2R 11 BRT	
APPROVED 99540176-168-BRT			SHEET 1 OF 1	



CONCEPTUAL PROPOSAL ONLY

FUEL CAPACITY:

3600 PSI

16.1 X 120 X 4 PLCS: 3295 X 4 = 13180 SCF

TOTAL 13180 SCF

80% 10544 SCF => 78 GAL.

THIS DRAWING IN DESIGN & DETAIL IS THE PROPERTY OF ELDORADO NATIONAL & MUST NOT BE USED EXCEPT IN CONNECTION WITH OUR WORK. ALL RIGHTS OF DESIGN OR INVENTION ARE RESERVED.

[illegible]

A2 - CNG 32' EZ Rider II

TECHNICAL INFORMATION		
		(Submit 1 per line item proposed)
Bus Vendor		
Bus Manufacturer		EIDorado National (California), Inc.
Bus Model Name/Number		E-Z Rider II BRT / 32'
Altoona Test Life (years/miles)		12 years / 500,000 miles
Production Location		Riverside, CA
Warehouse/s and Service Locations		Riverside, CA
Overall Length (including bumpers)		31' 10 1/2"
Overall Width (excluding mirrors)		120"
Overall Exterior Height		138"
Interior Height (center of aisle)		Low-Floor Area - 95"
		Raised-Floor Area - 79"
Doorway Opening		
Ambulatory	Front Door	Width 32 inches / Height 79 inches
	Rear Door	Width 34 inches / Height 79 inches
Wheelchair	Front Door	Width 32 inches / Height 79 inches
Wheel base		168"
Floor thickness		3/4"
Construction Type/Materials:		
Subframe		Monocoque Space Frame-welded / carbon steel
Body frame		Monocoque Space Frame-welded / carbon steel
Exterior panels		Composite
Interior panels		Melamine

Insulation	Bagged
Overall wall thickness	2.255"
Chassis Manufacturer	EIDorado National (California), Inc.
Certified Weight of Bus - Total	TBD at time of shipment
On Front Axle	TBD at time of shipment
On Rear Axle	TBD at time of shipment
Engine Manufacturer	Cummins
Type	CNG - In-line 6 cylinder
Model	L9N
Net S.A.E. Horsepower	280 hp
Net S.A.E. Torque	900 lb.ft.
Transmission Manufacturer	Allison
Type	Automatic
Model	B400R
Speeds	5 forward / 1 reverse
Cooler	Allison Heat Exchanger
Alternator Manufacturer	EMP
Model	Power 450
Output (amps)	450 Amps
Starter Motor Manufacturer	Denso
Model	Electric - 428000-0060
Air Compressor (if equipped) Manufacturer	Wabco
Model	System Saver
Capacity	30.4 cfm

Gross Vehicle Weight Rating (GVWR)	35,000 lbs.
Axle, Front Manufacturer	Meritor
Type	I-beam deep drop
Model	MFS 12
Gross Axle Weight Rating (lbs)	12,000 lbs.
Axle, Rear Manufacturer	Meritor
Type	Single Reduction, Hypoid
Model	RS-23
Gross Axle Weight Rating (lbs)	23,000 lbs.
Differential Ratio	5.38:1
Power Steering Pump Manufacturer	Eaton
Model	Series 26
Brakes - Manufacturer	Meritor-Wabco w/ABS
Front - Type	Cast Plus drum with S-Cam automatic slack adjusters
Diameter	15"
Rear - Type	Cast Plus drum with S-Cam automatic slack adjusters
Diameter	16.5"
Radiator Manufacturer	EMP
Type	Electric Cooling Fan
Model	MH4, 4-Fan
Total System Capacity (Excluding auxiliary heating system)	20 gallons
	N/A

Radiator Fan Speed Control Type	Thermal Management Control
Surge Tank Capacity	4 gallons
Engine Thermostat Temperature Setting	Initial Opening - 185 degrees F Fully Open - 195 degrees F
Overheat Alarm Temperature Setting	225 degrees F
Heating System Capacity	98,000 BTU/hr.
Heating Cores - Manufacturer	Thermo King
Number of cores	2
Base Air Conditioning - Manufacturer	Thermo King
Model	T14 Rear Mount with X430 Compressor and R407C Refrigerant
Capacity (BTUs) Base - Air Conditioning	101,000 BTU/hr.
Capacity (BTU's) Base - Heating	98,000 BTU/hr.
Fuel Tank Capacity (gallons/GGE)	CNG - 3 tank / 70 DGE
Tires - Manufacturer / Model	Michelin / X INCITY Z
Size	275/70R22.5
Type	Radial Ply
Load Range	J/130 psi
Batteries:	
Main - Manufacturer	Harris Battery Company
Type, Size	8D (2) / EV8DA-A
Capacity (CCA at 0 degrees F)	1,380 CCA's per battery
Accessory - Manufacturer	N/A
Type, Size	N/A
Capacity (CCA at 0 degrees F)	N/A

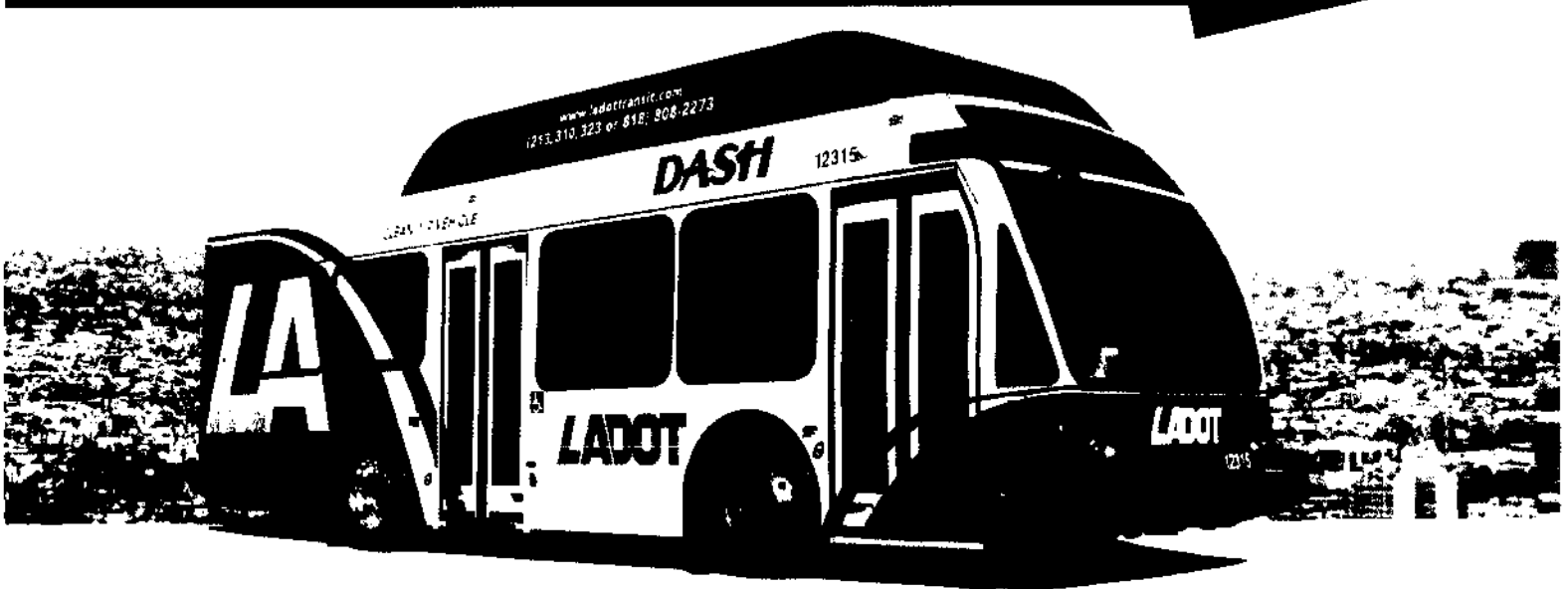
Seat Belts - Manufacturer	Q-Straint or Sure-Lok
Type	QRT 8100-A1 Deluxe or Sure-Lok Titan 800 with L Track
Passenger Seats - Manufacturer	United States Seating Company (formerly Freedman/4ONE)
Type	CitiSeat - cloth or vinyl
Minimum knee-to-hip space	26"
Driver's Seat - Manufacturer	United States Seating Co. (formerly USSC) or Recaro
Model	G2A or Ergo Metro
Interlock - Manufacturer	ENC
Model	Electric / Air Brake
Backup Alarm (db)	Ecco Smart Alarm SA950 - 82-102 dBA
Roof Marker Lights - Manufacturer-Type	Dialight LED
Interior Lighting - Type	Pretoria LED
Number of Fixtures	8
Identification Lights - Manufacturer-Type	Dialight LED
Proposed Delivery Schedule (# Days)	365 days
Altoona Test Date	October, 2001
BTI Report #	PTI-BT-R0107
Number of Class 1 Failures	None
Number of Class 2 Failures	None
Number of Class 3 Failures	21
Undercoating Brand	Sikaguard FlexCoat
Entry Door Brand/Model #	Wabtec, Inc. - Vapor Bus International / Pneumatic
Power Mirrors/Brand/Model# - Roadside	SafeFleet / M10C12A
Power Mirrors/Brand/Model# - Curbside	SafeFleet / M10C13A
Clear Aisle Width	22"

First Step Height (bottom step tread to ground)	15"
Chassis Stretch? Y/N, Please Detail	No
Flooring Adhesive Brand - Sub-Floor	Manus-Bond 501A General Purpose Adhesive
Flooring Adhesive Brand - Floor Covering	Altro EcoFix 25 Pressure Sensitive Adhesive
Base Flooring Proposed - Sub-Floor	3/4" ACQ treated marine grade plywood
Base Flooring Proposed - Floor Covering	Altro Transflor Meta
Fire Suppression	Fogmaker
Front Dampening	Koni Shock Absorbers (2)
Rear Dampening	Koni Shock Absorbers (2)
Wheelchair Ramp (Mfr/Model)	Wabtec, Inc. - Ricon / SSR 1:6 Self-Leveling; 1000 lbs. load capacity
Destination Signs	Hanover Display Amber LED Front and Side
PA System Make/Model	REI with gooseneck mic and 4 interior and 1 exterior speakers



HEAVY DUTY | ACCESSIBLE LEADER | INNOVATION

www.eidorado-ca.com



E-Z RIDER II

The Eldorado National E-Z Rider II continues to be the mid-size, heavy-duty low-floor bus gold standard! Designed and built in the USA, the E-Z Rider II offers unmatched floorplan options with ADA compliant wheelchair ramps at front, center or both doors for superior paratransit flexibility. With hundreds of options, the E-Z Rider II is custom built to meet your exacting needs.

Separate from ordinary.

- Highest seated passenger and wheelchair capacity in the industry
- BRT design with swept windshield for enhanced visibility and aesthetics
- Non-corrosive, all composite exterior body with easily replaceable panels below the window line
- 100% welded monocoque safety cage for unsurpassed strength and durability
- Only heavy-duty low-floor bus offering FMVSS 208 certified 3-point passenger seat belts
- Exceeds safety requirements with physical passage of FMVSS roof crush and side impact crash testing



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PEOPLE AROUND THE WORLD EVERYDAY.
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E-Z RIDER II

STANDARD CHASSIS EQUIPMENT

Engine	Cummins B6.7 Diesel
Transmission	Allison B300R
Fuel Tank	80 Gallon
Brakes	S-Cam Drum with ABS
Axles	Arvin Meritor drop I-beam front & conventional rear
Suspension	Full air ride

STANDARD BODY EQUIPMENT

- BRT front end appearance package
- 100% welded steel monocoque safety cage
- Advanced corrosion protection - Interior and exterior of cage
- I/O Controls G4 multiplex electrical system
- Seatbelt certified passenger seat track
- LED interior and exterior lighting
- Front or center door ADA compliant wheelchair ramp
- Vapor Slide/Glide passenger doors
- One color full exterior body paint

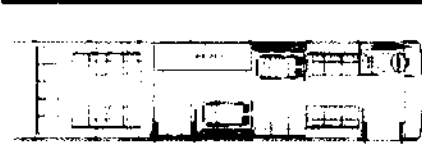
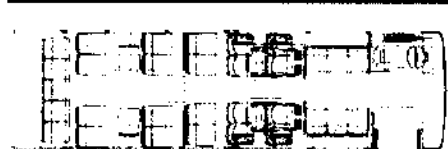
POPULAR OPTIONS

- Passenger seating or electrical tower on front wheelwell
- Full BRT package with hidden frame passenger windows
- Heavy-duty diesel, CNG, LNG and diesel hybrid powertrain options
- Driver's dash mounted & roof or rear HVAC
- Assortment of passenger seating and wheelchair securements
- Custom luggage and stroller/grocery racks
- GPS, AVL, APC, ITS & other electrical accessories
- Composite floor and welded seam floor covering

SPECIFICATIONS

Maximum Passenger Capacity	31	33	41
Overall Length	367"	375"	427"
Overall Width	102"	102"	102"
Overall Height	126" 135" for CNG/Hybrid	126" 135" for CNG/Hybrid	126" 135" for CNG
Approach Angle	8.7°	8.7°	8.7°
Breakover Angle	14°	14°	12°
Departure Angle	8.7°	8.7°	8.7°
Wheelbase	160"	160"	220"
GVWR	35,000#	35,000#	35,000#

POPULAR FLOOR PLANS



Due to ongoing engineering improvements, ENC reserves the right to make changes without notification.

EN-12

EXHIBIT "C"

**CALIFORNIA ASSOCIATION FOR COORDINATED TRANSPORTATION/MORONGO
BASIN TRANSIT AUTHORITY VEHICLE PURCHASING COOPERATIVE BID
AND ASSOCIATED DOCUMENTS, INCLUDING THE MBTA CONTRACT 18-01 CBS
AGREEMENT REGARDING PURCHASE OF TRANSIT VEHICLES, AND ANY
AMENDMENTS THERETO**

See attached.

MBTA CONTRACT # 18-01 CBS

AGREEMENT REGARDING PURCHASE OF TRANSIT VEHICLES.

THIS AGREEMENT is made and entered into on April 5, 2019 between and among **CREATIVE BUS SALES, INC.**, a California corporation, with its principal place of business located at 14740 Ramona Avenue, Chino, California 91710 ("SELLER"), and **MORONGO BASIN TRANSIT AUTHORITY** ("MBTA"). SELLER and MBTA may be referred to herein individually as "Party" or collectively as "Parties."

RECITALS

WHEREAS, MBTA, by its Request for Proposals #18-01, duly advertised for written proposals to be submitted on or before 11:00 a.m. on October 12, 2018 for the purchase of Heavy Duty Rear engine Transit, Commuter and Trolley Vehicles ("BUSES") on behalf of the California Association for Coordinated Transportation ("CALACT") by the MBTA; and

WHEREAS, the MBTA's RFP is attached hereto as Exhibit "A", and is incorporated herein by reference as if set forth in full; and

WHEREAS, SELLER submitted sealed proposals in response to MBTA's Notice Inviting Proposals; and

WHEREAS, after it was determined that SELLER was a successful responsive and responsible proposer; and

WHEREAS, SELLER's proposal in response to MBTA's Notice Inviting Proposals is attached hereto as Exhibit "B", and is incorporated herein by reference as if set forth in full; and

WHEREAS, the MBTA Board of Directors has authorized the staff via Resolution and board action to award contracts and accept SELLER'S proposal through agreement by and between SELLER and MBTA upon the terms and conditions set forth herein; and

WHEREAS, MBTA has fully complied with all federal, state, and local laws governing public procurement process for the purchase of the BUSES;

NOW, THEREFORE, incorporating the foregoing recitals herein, for and in consideration of the promises and of the mutual covenants and agreements herein contained, SELLER and MBTA hereby agree as follows:

1. **CONTRACT DOCUMENTS.** This Agreement, along with all Exhibits referenced herein, and including without limitation, all documents referenced in

said Exhibits shall hereinafter be referred to as the "Contract Documents." In the event of any conflict, the Contract Documents, including specifically RFP #18-01 and any addendums thereto, shall take priority in interpreting the respective rights and obligations of the Parties created by this Agreement. Any contract, agreement, or other document subsequently created by any Party in connection with a purchase order issued pursuant to this Agreement and which changes or otherwise modifies the terms and conditions set forth in the Contract Documents shall not be valid without the prior written approval of both of the Parties to this Agreement.

2. **DESCRIPTION OF BUSES PURCHASED.** SELLER hereby agrees that it shall sell the BUSES manufactured by Eldorado National and HomeTown Trolley as more particularly described in RFP #18-01 (attached hereto as Exhibit "B") to any and all named participants who desire to purchase such BUSES from SELLER. BUSES are to be vehicles with less than 4000 miles and that have never been previously registered.

3. **CONTRACT PRICING.** SELLER hereby agrees to sell such BUSES as more particularly described in RFP #18-01 (attached hereto as Exhibit "B") under the terms and conditions set forth in RFP #18-01.

4. **DELIVERY.** SELLER shall deliver F.O.B. per terms and conditions of MBTA RFP #18-01 Section SP 7.4, 11 and 12 and as proposed.

5. **PAYMENT BY COOPERATIVE PARTICIPANTS.** SELLER shall collect payment from CalACT/MBTA participants within thirty (30) days after the delivery and acceptance of the BUSES by the participant, and a receipt of an invoice thereof, per RFP #18-01, Section SP 10.

6. **NO ASSIGNMENT.** Neither this Agreement, nor any interest in it, may be assigned or transferred by any Party without the prior written consent of all of the Parties to this Agreement.

7. **NO ATTORNEYS' FEES.** If litigation is required to enforce or interpret the provisions of this Agreement, neither SELLER nor the Cooperative shall be entitled to an award of attorneys' fees or costs, but shall be entitled to any other relief to which it may be entitled by law.

8. **MODIFICATION.** This Agreement may be modified only in a writing approved by the MBTA Board and signed by all Parties.

9. **GOVERNING LAW.** The laws of the State of California will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in San Bernardino County, California.

10. **NO WAIVER OF DEFAULT.** The failure of any Party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement.

11. **FURTHER ASSURANCES.** Each Party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.

12. **BINDING EFFECT; CONTEXT; COUNTERPARTS.** Subject to Paragraph 6, the rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the contract and their heirs, administrators, executors, personal representatives, successors and assigns. Whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural. This Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.

13. **NON-INTEREST.** No officer or employee of the MBTA shall hold any interest in this Agreement (California Government Code section 1090).

14. **CORPORATE AUTHORITY.** Each individual signing this Agreement on behalf of an entity represents and warrants that he or she is respectively, duly authorized to sign on behalf of the entity and to bind the entity fully to each and all of the obligations set forth in this Agreement.

15. **INDEMNIFICATION.** Indemnification will be as per the terms and conditions specified in RFP #18-01, GC 9.1.

16. **WARRANTY.** The BUSES are warranted by SELLER to be new and to be free from defects in material and workmanship pursuant to and in accordance with those certain manufacturer's warranties collectively attached hereto as Exhibit "B", and as submitted in response to RFP #18-01 by SELLER and incorporated herein by reference as if set forth in full. During said warranty periods, the BUSES shall maintain structural and functional integrity. The warranty is based on regular operation under operating conditions prevailing in the purchaser's operating area.

17. **WARRANTY OF FITNESS.** SELLER hereby warrants that the BUSES and all materials furnished shall meet the requirements and conditions of the Contract Documents and shall be fit for the purposes intended. Acceptance of this warranty and acceptance the BUSES and materials to be manufactured or assembled pursuant to the specifications in these Contract Documents shall not waive any warranty, either express or implied.

18. **NOTICE.** All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon depositing in the United States mail. The Parties shall be addressed as follows, or at any other address designated by proper notice:

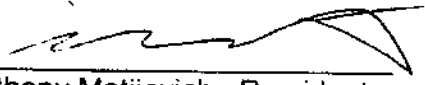
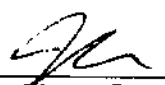
19. **CONTINGENCY.** Contract validity is subject to successful completion of facility and pilot vehicle inspections.

MBTA: Joe Meer
Director of Cooperative Purchasing Programs
Morongo Basin Transit Authority
62405 Verbena Road
Joshua Tree, California 92252

SELLER: Anthony Matijevich
President
Creative Bus Sales, Inc.
14740 Ramona Avenue
Chino, California 91710

19. **EXECUTION.** This Agreement is effective upon execution by both Parties. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

CREATIVE BUS SALES, INC., a corporation	Morongo Basin Transit Authority
By  Anthony Matijevich, President	By  Joe Meer, Director of Purchasing

AMENDMENT 1
MBTA CONTRACT NO. 18-01 – CBS

THIS AMENDMENT is made and entered into on April 5, 2021 between and among CREATIVE BUS SALES, INC., (Creative) a California corporation, with its principal place of business located at 14740 Ramona Avenue, Chino, California ("SELLER"), and MORONGO BASIN TRANSIT AUTHORITY ("MBTA").

RECITALS

WHEREAS, MBTA, by its Request for Proposals # 18-01, duly advertised for written proposals to be submitted on or before October 12, 2018 for the purchase of Transit Vehicles ("BUSES") on behalf of the California Association for Coordinated Transportation ("CALACT") membership by the MBTA; and

WHEREAS the parties entered into an AGREEMENT, MTBA Contract No. 18-01-CBS on April 5, 2019; and

WHEREAS the AGREEMENT was for a two-year base period with three one-year options; and

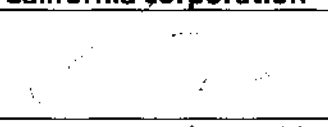
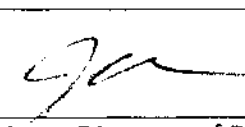
WHEREAS MBTA Board of Directors has provided authorization to staff to exercise options;

NOW THEREFORE BE IT RESOLVED incorporating the foregoing recitals herein, for and in consideration of the promises and of the mutual covenants and agreements herein contained, SELLER and MBTA hereby agree as follows:

1. Per Section SP-3, Period of Performance, the period of contract performance is extended to exercise the first one-year option. The new Period of Performance is extended through April 5, 2022.

2. Per Section SP-5.3, Vehicle and Optional Feature Pricing, the price of the vehicles and of the optional features for each option period shall be the unit price established in the initial Schedule adjusted by PPI 1413 as stipulated in the Contract. For the first one-year period, the price increase is 4.26% from the base price. The new pricing is attached to this Amendment and shall become effective for orders placed on or after April 5, 2021.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

CREATIVE BUS SALES, INC., a California corporation	MORONGO BASIN TRANSIT AUTHORITY
	
Tony Matijevitch, President	Joe Meer, Director of Purchasing

RFP 18-01 PRICE INFORMATION FOR ELDORADO NATIONAL, GILLIG, NEW FLYER AND NOVA BUSES
(Scroll down)

CREATIVE BUS/ELDORADO NATIONAL

XHF High Floor (Att A1 H-HF)

29' - 26 Passengers or 20 + 2

33' - 32 Passengers or 26 + 2

35' - 35 Passengers or 28 + 2

EZ RIDER

Model

Low Floor (Att A2 H-LF 30-35'

30' - 29 Passengers or 22 + 2

32' - 30 Passengers or 22 + 2

35' - 37 Passengers or 29 + 2

AXESS

Model

Low Floor Heavy Duty (Att A3 H-LF 35-40')

35' - 32 Passengers or 24 + 2

40' - 39 Passengers or 33 + 2

Option Year 1 Pricing (X4.25%) Highlighted columns and cells

CNG

\$410,481.00 \$427,967.49 Base Price

\$415,000.00 \$432,679.00 Base Price

\$418,981.00 \$436,629.59 Base Price

Diesel

\$371,481.00 \$387,306.09 Base Price

\$376,000.00 \$392,017.60 Base Price

\$379,981.00 \$396,168.19 Base Price

\$350,722.00 \$407,366.76 Base Price

\$353,000.00 \$409,741.80 Base Price

\$359,737.00 \$416,765.80 Base Price

\$422,000.00 \$439,977.20 Base Price

\$431,823.00 \$450,218.66 Base Price

OPTIONS

1 ADA - Additional Mobility Aid Position

2 Sportworks Bike Rack - (2-Position)

3 Sportworks Bike Rack - (3-Position)

4 Camera - Back Up

5 Camera - Mirror Mounted Camera

6 Electronic Signs - Luminator (Full Size) (Front/Side)

7 Electronic Signs - Luminator (Standard 16x160) (Front/Side)

8 Electronic Signs - Twin Vision Smart Series 3 (Full Size) (Front)

9 DineX Star LED Headlight

10 DineX supphire Interior Light package

11 Electronics - Digital Dashboard - I/O Controls

12 Electronics - Multiplex Upgrade Over Std.

13 Electronics - Tower Option

14 Exterior LED Lighting Package - Daylight

15 Farebox - Diamond (Quote)

16 Farebox - Main with 1 extra Vault

17 Farebox - GFI (Quote)

18 Farebox - Guardrail

19 Fire Detection and Suppression - Amerex V30 w detection

20 Fire Detection and Suppression - Amerex w methane detec

21 Fire Detection and Suppression - Kidde w detection

22 Fuel - CNG 8 Tank Dual Pod

23 HVAC - Brushless Motor

24 HVAC - Drivers Dash AC/Heat/Defrost

25 HVAC - Heater Booster Pump

26 Lighting - LED Headlights

27 Locking Fuel Door

28 OEM Repair Manuals

29 PA System - Optional Microphone

30 Paint - Black Out Around Windows

31 Paint - Skirt (Only)

32 Paint - Special

33 Radiator - Modine (Credit?)

ADA - Additional Mobility Aid Position	840 \$875.78
Sportworks Bike Rack - (2-Position)	2100 \$2,293.72
Sportworks Bike Rack - (3-Position)	2800 \$2,919.28
Camera - Back Up	1200 \$1,251.12
Camera - Mirror Mounted Camera	1500 \$1,563.90
Electronic Signs - Luminator (Full Size) (Front/Side)	2500 \$2,606.50
Electronic Signs - Luminator (Standard 16x160) (Front/Side)	1500 \$1,563.90
Electronic Signs - Twin Vision Smart Series 3 (Full Size) (Front)	1500 \$1,563.90
DineX Star LED Headlight	1500 \$1,563.90
DineX supphire Interior Light package	2000 \$2,085.20
Electronics - Digital Dashboard - I/O Controls	4575 \$4,769.90
Electronics - Multiplex Upgrade Over Std.	3975 \$4,092.21
Electronics - Tower Option	2500 \$2,606.50
Exterior LED Lighting Package - Daylight	
Farebox - Diamond (Quote)	2150 \$2,241.59
Farebox - Main with 1 extra Vault	1500 \$1,563.90
Farebox - GFI (Quote)	17500 \$18,245.50
Farebox - Guardrail	750 \$781.95
Farebox - Prewire, Stanchion, Light	850 \$886.21
Fire Detection and Suppression - Amerex V30 w detection	0 \$0.00
Fire Detection and Suppression - Amerex w methane detec	0 \$0.00
Fire Detection and Suppression - Kidde w detection	0 \$0.00
Fuel - CNG 8 Tank Dual Pod	55000 \$57,343.00
HVAC - Brushless Motor	750 \$781.95
HVAC - Drivers Dash AC/Heat/Defrost	2000 \$2,085.20
HVAC - Heater Booster Pump	0 \$0.00
Lighting - LED Headlights	1500 \$1,563.90
Locking Fuel Door	250 \$260.65
OEM Repair Manuals	500 \$521.30
PA System - Optional Microphone	250 \$260.65
Paint - Black Out Around Windows	1500 \$1,563.90
Paint - Skirt (Only)	1550 \$1,616.03
Paint - Special	4000 \$4,170.40
Radiator - Modine (Credit?)	0 \$0.00

STAINLESS STEEL

STAINLESS STEEL

EXTERIOR BOTH SIDES

rain

MULTI FUNCTIONAL DISPLAY (MPD 10-1)
ADDS VEHICLE DATA LOGGER TO BASE G4 SYSTEM

DIAMOND ES

MODEL - TREASURY

MODEL D28700-0417-36 (DOES NOT INCLUDE SOFTWARE LICENSE / CABLES / BASE / STANCHION)

26,360 SCF

DINEX

ENGINE AND TRANSMISSION
HANDHELD

FULL BODY ONE COLOR OTHER THAN WHITE
MODINE EFAN

34	Radio - Additional Speakers (2)		250 \$260.65
35	Radio - AM/FM/CD/MP3 w/Antenna and 4 Speakers		750 \$781.95
36	Ramp - Lift U		1800 \$1,876.68
37	Remote Cable Release for Wheelchair Retractors		595 \$620.35
38	USSC-40ne Q Pod system		7200 \$7,506.72
39	Retractor - O'Strainit Q Pod System		7200 \$7,506.72
40	Retractor - Q'Strainit QRT MAX (Q-8300-A1-L)		0 \$0.00
41	Roof Escape/Vent Hatch		795 \$828.87
42	Rubber Floor - In Lieu of Altro (Credit if applicable)		0 \$0.00
43	Seating - Cloth Seat Upgrade		100 \$104.26
44	Seating - Drivers Seat Alarm (Parking Brake)		200 \$208.52
45	Seating - Drivers Seat Alarm (Seatbelt)		200 \$208.52
46	Seating - Flip Seat: 17" - 18" - Single FW Flip		500 \$521.30
47	Seating - Flip Seat: 34" - 36" Double FW Flip		750 \$781.95
48	Seating - Folding Seat: 17" - 18" - Single FW Foldaway		11600 \$1,146.86
49	Seating - Folding Seat: 34" - 36" - Double FW Foldaway		15600 \$1,563.90
50	Seating - Reclining Seat		-100 (\$104.26)
51	Snow Chains - Automatic		7500 \$7,819.50
52	Solid Pane Windows (Each)		0 \$0.00
53	Stanchions - Powder Coated		750 \$781.95
54	Storage - 30" Interior Rack		750 \$781.95
55	Suppression System (Only) - Amerex		0 \$0.00
56	Suppression System (Only) - Kidde		200 \$208.52
57	Transmission - B5500		
58	Transmission - Retarder		
59	Wheels - Aluminum		
60	Windows - Diamond Guard		4800 \$5,004.48
61	Rear/Mid Door Delete (Show as Credit)		-2000 (\$2,085.20)
62	Standard Seat Delete (Enter as Credit)		-50 (\$52.13)
63	Decals by Design "Basic" graphics package		1800 \$1,876.68
64	Decals by Design "Mid level spot" graphics package		3800 \$3,961.88
65	Decals by Design "Full body wrap" graphics package		10000 \$10,426.00
66	Delivery Zone 1		550 \$573.43
67	Delivery Zone 2		550 \$573.43
68	Delivery Zone 3		1100 \$1,146.86
69	Delivery Zone 4		1500 \$1,563.90
70	Delivery Zone 5		2500 \$2,606.50
71	Allison B400i 5-Speed Transmission		
72	Rear LED Route Number		1500 \$1,563.90
73	Velvac Mirrors with Cameras (Blind Spot)		1500 \$1,563.90
74	Mentor 79000 Series Axles		
75	Hill Hold Switch		500 \$521.30
76	Curbside Battery Tray		
77	Disc Brakes (Front/Rear)		1500 \$1,563.90
78	Group 33 AGM Battery (Each)		2500 \$2,606.50
79	Byk-Rak 3 Position Bike Rack		500 \$521.30
80	Ferry Riser		3000 \$3,127.80
81	Aluminum Wheels - Brushed Finish		2000 \$2,085.20
82	Aluminum Wheels - Polished Finish		4800 \$5,004.48
83	Sensitive Door Edge - Both Doors (Front/Rear)		4800 \$5,004.48
84	I/O Controls LED Interior Lighting (1/2 Watt)		500 \$521.30
85	Hanover 19" LCD Message Screen		100 \$104.26
86	MobileEye Shield + System w/DV4 Continuous Event Camera		4750 \$4,952.35
87	Bike Rack Usage Counter		11000 \$11,468.60
88	"Bus is Turning" Outside Announcement		700 \$729.82
89	Protran Safe Turn Alert System		3500 \$3,649.10
90	Spheros Roof Hatch		250 \$260.65
91	SafeFleet Exterior Mirrors		500 \$521.30

LU18 OR LU11

PER WHEELCHAIR POSITION/DOES NOT INCLUDE FLIP SEATS
PER WHEELCHAIR POSITION/DOES NOT INCLUDE FLIP SEATS

ADDITIONAL

PER SEAT POSITION

CITISEAT

CITISEAT

CITISEAT

CITISEAT

FREEDMAN MID-HI OR HIGH BACK

NOT HIDDEN FRAME WINDOWS

(4) OUTER ONLY / DOES NOT INCLUDE SPARE

SINGLE CITISEAT

denry19@caltrans.ca.gov

HANOVER

AXESS ONLY

AXESS ONLY

AXESS ONLY

ODYSSEY

STAINLESS STEEL

(4) OUTER ONLY / DOES NOT INCLUDE SPARE

(4) OUTER ONLY / DOES NOT INCLUDE SPARE

FRONT ONLY / REAR IS STANDARD

1/2 WATT

SPORTWORKS ONLY

TO REPLACE STANDARD ROOF HATCH

8" X 15" MIRROR HEAD

92	Hidden Frame Full Fixed Windows	9500 \$9,904.70	
93	Floor Mount Directional Signals	595 \$620.35	
94	Stadium Style Floor - (3) Levels	2500 \$2,606.50	
95	Pretoria Transit Suburban Overhead Parcel Racks	15000 \$15,639.00	
96	LED Lighting - Overhead Parcel Racks	SEE ABOVE	
97	Lucerix Vision Display	5500 \$5,734.30	
98	USSC Gemini (per seat)	QUOTE	
99	USSC Arias (per seat)	QUOTE	
100	Kiel Citios (per seat)	QUOTE	
101	Kiel QPOD	QUOTE	
102	Kiel QPO w/ Secubar	QUOTE	
103	Kiel Infra (per seat)	QUOTE	
104	Sutrak roofmount electric HVAC	NOT AVAILABLE	
103	Sutrak rear mount electric HVAC	NOT AVAILABLE	
104	Diesel Hybrid Option 1	QUOTE	
105	Diesel Hybrid Option 2	QUOTE	
106	BAE "REAL" accessory power system	QUOTE	
107	Freedman CitSeat w/2 pt seatbelts (if tested), per seat	175 \$182.46	
108	Freedman CitPro w/3 pt seatbelts (if tested), per seat	795 \$828.87	
109	America Seating Insight (per seat)	QUOTE	
110	American Seating Prime (per seat)	QUOTE	
111	American Seating QPOD	QUOTE	
112	American Seating	QUOTE	
113	Durabright Aluminum Wheels	4800 \$5,004.48	
114	Hallex Gemini Air Dryer	400 \$427.04	
115	A09 Tandem Air Dryer	1000 \$1,042.60	
116	Graham White QBA15MX Air Dryer	500 \$521.30	
117	Group 31 Odyssey Battery (each)	500 \$521.30	
118	Group 31 Interstate Battery (each)	275 \$286.72	
119	Goodall Jump Starter	375 \$390.98	
120	Whitaker Jump Starter	275 \$286.72	
121	Anderson S850 Jump Starter	2900 \$9,073.54	
122	SpeakEasy Microphone system	150 \$156.39	
123	Silent Alarm	10000 \$10,426.00	
124	Touch Screen Instrument Panel	50 \$52.13	
125	First Aid Kit	1500 \$1,563.90	
126	Teleflex adjustable pedals	1500 \$1,563.90	
127	Side Impact Panels	1500 \$1,563.90	
128	"Space Age" composite subfloor	10000 \$10,426.00	
129	Luminator Infotainment-1 monitor	3500 \$3,649.10	
130	Luminator Infotainment-2 monitor	75 \$78.20	
131	Warranty Labor Reimbursal Rate (per hour)	QUOTE	
132	ThermoGuard sliders (AS2) - BS70Laminated	QUOTE	
133	ThermoGuard Side Destination (AS2) - BS70Laminated	QUOTE	
134	ThermoGuard Front Doors (AS2) - BS70Laminated	QUOTE	
135	ThermoGuard Passenger (AS3) - BS65Laminated	QUOTE	
136	ThermoGuard Rear Door (AS3) - BS65Laminated	QUOTE	
137	ThermoGuard Driver cut (AS2) - BS72Tempered	QUOTE	

AXESS AND EZ RIDER II ONLY
INCLUDES LED LIGHTING

PEDESTRIAN AWARENESS DISPLAY (LPAD)

NO INSERT
NO INSERT

(4) OUTER ONLY / DOES NOT INCLUDE SPARE

I/O CONTROLS WITH VEHICLE DATA LOGGER

COMPLETE SYSTEM
ADDITIONAL 18.5" MONITOR

EXHIBIT "D"

INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting Contractor's indemnification obligations under this Agreement, 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 the Contractor, its agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

Workers' Compensation insurance as required by the State of California.

Employer's Liability Insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (2) the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Endorsement:

General Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of work performed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

Automobile Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor.

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

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Each insurance policy shall be endorsed to state that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the project. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract on the Contractor's part.

Acceptability of Insurers

Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII and which are authorized to transact insurance business in the State of California by the Department of Insurance.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to City approval and amended to conform to the City's requirements may be acceptable in lieu of City authorized forms. All certificates and endorsements shall be received and approved by the City before the contract is awarded. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Subcontractors

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

Risk Management

Contractor acknowledges that insurance underwriting standards and practices are subject to change, and the City reserves the right to make changes to these provisions in the reasonable discretion of its Risk Manager.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/17/2021

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

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

PRODUCER Woodruff-Sawyer & Co. 2 Park Plaza, Suite 500 Irvine CA 92614	CONTACT NAME: Audrey Curtis PHONE (A/C No. Ext): 949-435-7345 FAX (A/C No.): 415-989-9923 E-MAIL ADDRESS: acurtis@woodruff-sawyer.com
INSURED Creative Bus Sales, Inc. 14740 Ramona Ave. Chino CA 91710	INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company INSURER B: Travelers Casualty Insurance Company of America INSURER C: Landmark American Insurance Company INSURER D: Everest Indemnity Insurance Company INSURER E: INSURER F:
License#: 0329598 CREABUS-01	NAIC # 16535 19046 33138 10851

COVERAGES**CERTIFICATE NUMBER:** 269234318**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:		GLO 0381874-06	7/1/2021	7/1/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		GP 0381803-06	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☒ OCCUR ☐ CLAIMS-MADE DED RETENTION \$		LHA252152	8/1/2021	7/1/2022	EACH OCCURRENCE \$2,000,000 AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A		WC 0380954-06	7/1/2021	7/1/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Excess Liability		XC1EX00558-211	8/1/2021	7/1/2022	Occ/Agg 3,000,000
B	Dealers Inventory		QT-660-5R702920-TIL-21	7/1/2021	7/1/2022	80,850,000
A	Garagekeepers Legal		GP 0381803-06	7/1/2021	7/1/2022	1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**City of Redondo Beach
415 Diamond St.
Redondo Beach, CA 90277

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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