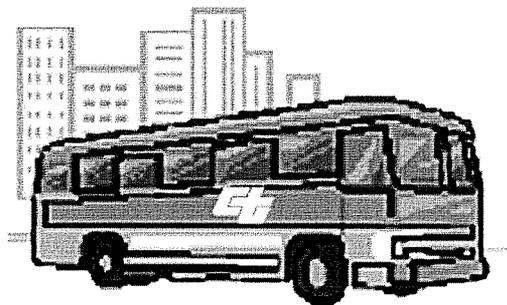


CREATIVE BUS SALES

LINE ITEMS 3 AND 4 ONLY

**2006 VEHICLE SPECIFICATIONS
AND
BID REQUIREMENTS
FOR
PARATRANSIT BUSES**



Prepared December 2005

Department of Transportation
Division of Mass Transportation

TABLE OF CONTENTS

1.0	SCOPE	4
2.0	APPLICABLE STANDARDS, LAW AND REGULATIONS.....	4
3.0	VEHICLE TYPES AND SPECIFICATIONS TABLE	5
4.0	SPECIFICATION REQUIREMENTS	6
4.1	VEHICLE LOADING	6
4.2	ENGINE.....	6
4.3	TRANSMISSION	6
4.4	BRAKES.....	6
4.5	SPRINGS	6
4.6	SHOCK ABSORBERS.....	6
4.7	STEERING	6
4.8	WHEELS	6
4.9	TIRES	7
5.0	AXLES.....	7
5.1	DRIVE SHAFT.....	7
5.2	ELECTRICAL	7
5.24	BATTERIES.....	9
5.3	FUEL TANK	9
5.4	INSTRUMENT PANEL	9
5.5	BACK-UP ALARM.....	10
5.6	BODY MODIFICATIONS.....	10
5.7	STRUCTURE	10
5.8	SEATING	11
5.9	FLOORS	13
6.0	REAR EMERGENCY EXIT	13
6.1	ENTRY DOOR.....	14
6.2	ENTRY STEPS.....	14
6.3	MODESTY PANELS	14
6.4	INTERIOR PANELING	15
6.5	WINDOWS.....	15
6.6	INSULATION	15
6.7	PAINT AND TRIM	16
6.8	FRONT CAP.....	16
6.9	UNDERCOATING.....	16
6.91	WHEELHOUSING.....	16
6.95	AIR CONDITIONING	16
7.0	HEATER.....	17
7.1	MOBILITY AID LIFT	17
7.5	POWER REQUIREMENTS.....	19
7.6	CONTROL INTERLOCK	19
8.0	SECUREMENT DEVICES	19
8.5	ADDITIONAL EQUIPMENT.....	20
8.6	PAINING, DECALS, MONOGRAMS.....	22
8.7	PARTS BOOKS, MANUALS AND DRAWINGS.....	22
9.0	OPTIONS.....	23
10.0	FLOOR PLAN.....	26
11.0	CONTRACTOR REQUIREMENTS AND NOTES.....	30

12.0 BIDDERS REQUIRED SUBMITTALS.....36
13.0 BIDDERS CERTIFICATIONS.....38

**SPECIFICATIONS FOR
PARATRANSIT BUS**

1.0 SCOPE

- 1.1 The basic vehicle, both chassis and body, must be a current year factory production cutaway model that is catalogued by the manufacturer and for which manufacturer's published literature and printed specifications are currently available. The manufacturer shall be ISO 9001:2000 certified for the design, sale, manufacture of customized buses and multipurpose passenger vehicles. **A copy of this certification must be provided prior to bid award.**
- 1.2 This specification is intended for use in the purchase of a complete vehicle unit and all equipment and accessories necessary for its operation. All parts shall be new. All parts, equipment, and accessories shall be completely installed, assembled and/or adjusted as required. Each unit is to be equipped with a right side mobility aid lift and door. Lift Doors shall be double, single door will not be accepted.

2.0 APPLICABLE STANDARDS, LAW AND REGULATIONS

- 2.1 The following standards, law and regulations of the issue in effect on the date of the Invitation for Bid form a part of this specification to the extent specified herein. The bus is required to meet all regulations, standards and laws including revisions, at time of bus acceptance.
- Federal Motor Vehicle Safety Standards (FMVSS)
 - Code of Federal Regulations, Title 49, Chapter V-National Safety Bureau
 - California Code of Regulations (CCR), Title 13
 - Americans With Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles, 49 CFR, Part 38, Subpart B – Buses, Vans and Systems
 - California Vehicle Code
 - California Health and Safety Code
 - California Air Resources Board Regulations
 - OEM Body Builders Standards and Guidelines
 - National Fire Protection Agency Regulations 52

3.0 VEHICLE TYPES:

Vehicles shall conform to the requirements of the following table:

TABLE 1

VEHICLE TYPE	I-A	I-B	II Short	II Standard	III
SPECIFICATIONS					
Number of Wheelchair Positions	2 ***	2 ***	2	2	2
Lift Position*	Front** or Rear	Front** or Rear	Front only	Front** or Rear ****	Front** or Rear
Minimum Number of Ambulatory Seat Positions with lift placement in: Front---Rear**	7 Front,8 Rear	8 Front or Rear	11	13Frnt,14 Rear	15 Frnt,16 Rear
Minimum Gross OEM Vehicle Weight rating in lbs.	10700	12300	14050	14050	14,050
Wheel Base (Inches)	138	139	158	158	176
Minimum Entrance Door Height (Inches)	72	72	75	75	75
Minimum Clear Entrance Door Width (Inches) with rear lift	30***	30***	30	30	30
Minimum Engine Size (Liters)	5.4L	6.0L	6.8L	6.8	6.8

* Rear indicates a lift position behind the rear axle.

** Front lift positions must be made available for all types at no additional charge. The minimum number of seat positions as described in the table above must be made available at the same price as a rear lift with credit given for the single seat that is not available in the Type IA, Type II Standard, and Type III Front lift floor plans. The specific floor plans will be decided between the purchaser and the successful bidder. Seat credit must be given for floor plans chosen that reduce seating capacity or plans that substitute optional seating for standard seating.

*** 27" minimum front entrance with a front lift, larger door required if space is available to allow it at no added cost, on Type I only. Front lift position on Type I results in only 1 standard wheelchair position on both Type IA and IB, and 7 passenger seats on the Type IA.

**** Front lift will require flat floor option on Type II Standard Bus, at added cost.

OEM – Original Equipment Manufacturer (First Stage Manufacturer)

4.0 SPECIFICATION REQUIREMENTS

These specifications apply to all components of vehicle Types I through III unless specifically stated within specifications.

- 4.1 **VEHICLE LOADING:** In no case shall the vehicle Gross Vehicle Weight Rating (GVWR) or the front or rear gross axle weight rating (GAWR) or any components therein, exceed the OEM Chassis rating, when the vehicle with all options installed is fully loaded with passengers 150 lbs. per ambulatory seated passenger and driver, 250 lbs per mobility aid passenger, and 10 lbs. per person for optional luggage/grocery/storage racks (if ordered) in the locations designated and offered. A weight distribution schematic and loading calculation must be shown for each floor plan and submitted with bid for each floor plan offered. Loading calculations must be made with full tanks of fuel.
- 4.11 **UNLADEN WEIGHT:** A copy of a weight certificate from a state **certified scale (state of builders location) showing the unladen weight of a reasonably representative vehicle, with a full fuel tank, must be submitted prior to award. Included with this certificate shall be description of components that this vehicle does/does not have and their respective weights to allow evaluation of ability to make weight with the actual contract vehicle.**
- 4.2 **ENGINE:** California approved gasoline electronic fuel ejection (EFI) fuel management system. The engine package shall not be modified from the OEM.
- 4.3 **TRANSMISSION:** Minimum four speed automatic transmission incorporating an OEM installed air to oil type auxiliary transmission oil cooler and filler extension neck for adding fluid. Five speed required if available from OEM.
- 4.4 **BRAKES:** Dual hydraulic power-assisted system with disc-type brakes on the front wheels and drum or disc-type on the rear wheels. A foot operated parking brake shall be supplied with a warning light on the dashboard.
- 4.5 **SPRINGS:** The front and rear springs shall have a ground load rating equal to or exceeding the GVWR of the vehicle. Shim or comparable method that is recommended by the OEM, shall be installed on the lift side of the vehicle to keep the bus level. Chassis rear leaf spring hangers and shackles shall be replaced with a hanger and rubber shear spring assembly (MOR/Ryde "RL" or approved equal) rear suspension system.
- 4.6 **SHOCK ABSORBERS:** Each chassis shall be equipped with front and rear, heavy-duty, double-acting gas filled shock absorbers, the highest rating available from the OEM.
- 4.7 **STEERING:** Each vehicle shall be equipped with OEM power-assisted steering. Steering shall incorporate an OEM factory installed tilt wheel feature and cruise control.
- 4.8 **WHEELS:** Each vehicle shall be equipped with seven matching steel-disc wheels. The rated capacity shall equal or exceed the GVWR of the vehicle. Rear dual wheels

will have a valve extension installed to the outside on each set of rear wheels to check and fill air pressure.

- 4.9 TIRES: Seven OEM steel-belted radial ply tires of equal size and rating. The combined load rating of the tires shall equal or exceed the GVWR of the vehicle. The spare tire shall be installed under the vehicle, Street side exhaust may be deleted to allow room for spare tire, see 8.5 (7)
- 4.10 BUMPERS: Rear bumper shall be installed, with anti-ride installed above it, front bumper shall be OEM. The rear bumpers shall meet the following: No part of the bus, including the bumper, shall be damaged as a result of a 5-mph impact of the bus at curb weight with a fixed, flat barrier perpendicular to the bus longitudinal centerline. The bumper shall return to its pre-impact shape within 10 minutes of the impact, and return to ability to pass the above test multiple times. Bumpers that can only pass this test one time will not be considered as approved equal. Rear bumper must have the HawkEye reverse assistance system integrated into the bumper and continue to operate after repeated 5-mph impacts (see 5.51). Equal to: Romeo Rim, HELP GARD.
- 5.0 AXLES: The sum of the front and rear axle ratings shall equal or exceed the GVWR of the vehicle. The rear axle shall be single-speed type.
- 5.1 DRIVESHAFT. Protective metal guards for the driveline shafts shall be provided to prevent a broken shaft from touching the ground or any brake/fuel line and prevent the shaft from contacting the floor of the bus.
- 5.2 ELECTRICAL: The electrical system shall be a 12-volt system. All electrical accessories except the radio, lights, and mobility aid lift must be wired through the ignition, and must shut off when the ignition is shut off. A wiring diagram must be submitted upon vehicle delivery that will match the as-built wiring for each vehicle. The fuse box must be properly labeled to identify each circuit with a corresponding label identifying the function attached to the fuse box cover. Mating harness and harness connectors shall use matching wiring and coding.
- 5.21 Wiring and Switches: All switches and wiring circuits shall be protected with either fuses or circuit breakers. All fuses and circuit breakers shall be labeled for identification and installed in one central location with a cover (metal or plastic). The OEM Chassis electrical protection may not be altered or modified in any way. All Contractor-installed switches shall be of heavy-duty design. No switches or wiring will be installed on the engine cover and no electrical, stationary or mechanical device may block the removal of the engine cover inside the bus. All electrical terminals shall be heavy – duty, pressure - type terminals. Wire connections shall be crimped with Packard type connectors. All terminals shall be of the full ring type, sized for the terminal screw or stud. All wire terminals exposed to weather must be protected against weather and environmental exposure. Samples of connectors to be provided for review prior to bid award.
- 5.22 Second Stage manufacturer installed/added switches, and controls shall be installed in a panel mounted above the OEM inside mirror, and between the OEM sun visors. This panel shall be designed to compliment the OEM interior trim in color and material. Panel shall be angled toward driver for easy use and viewing. See Depiction A. All switches shall be backlit. Entry door control switch may be allowed on OEM dash, subject to Caltrans approval. Indicator lights for interlock, fast idle and door ajar may be allowed on OEM dash, subject to review and approval at

preproduction meeting by Caltrans. OEM location for rear heater control switch is acceptable for rear heater control switch.

5.22.1 There shall be no exposed wiring inside the vehicle. All wiring must meet SAE standard requirements. All electrical wiring shall be automotive stranded and shall be loomed, color, and number coded with a schematic showing function code. No wires of the same color, number or function code in the same loom or harness. All harnesses that are added to the vehicle will be secured to the frame at a maximum of twenty four inch intervals. Plastic wire ties are not acceptable. Added P-Clamps will be made available for appropriate support/protection as deemed necessary by the State. All wires or harness which pass through holes or by sharp edges shall be ran through loom or rubber grommets. All wiring connections shall be done with Packard connectors. No butt connectors will be allowed.

5.23 CHARGING SYSTEM: The vehicle charging system will use an alternator of 12-volt potential having the largest charging capacity available from the OEM.

A fast idle system equal to Intermotive Gateway (for Ford chassis), or Intermotive AFIS (for Chevrolet chassis), shall be installed. The fast idle system must be able to automatically increase the engine speed to 1,500 RPM. The fast idle shall engage only when the vehicle is in park and the vehicle is not in motion (must sense vehicle movement) and activate when vehicle voltage drops below 11.5V. A manual override switch shall be located convenient to the driver to engage the system when the vehicle is in park and vehicle is not in motion, as described above.

5.235 LIGHTS: Each vehicle shall be equipped with;

- A) OEM daytime running lights.
- B) Taillights are to be recessed and not protrude more than 2" from the body and include a pair of amber combinational hazard and signal lights. Rear tail lamps shall also include a pair of red taillights and red stoplights, which may be combinational (equal to Dialight 46121RB-Red, 46121AB-Amber).
- C) Side signal lamps, with marker, shall be provided independently or be incorporated into the center of the vehicle (equal to Dialight 1800-1AB-811). Location must be in front of the rear wheel opening and provide visibility from behind the rear wheel opening. Location subject to Caltrans approval.
- D) Clearance marker lights shall be installed surface mounted, facing the front, rear, and each side at rear (equal to Dialight 1500RB, 1500AB).
- E) Center LED (equal to Dialight 87121RB) brake light center mounted above rear window. Minimum 18" in length.
- F) Two (2) LED (equal to Dialight 46001CB) back-up lights, one mounted on each side of the body rear cap, shall be provided.
- G) Step lighting shall be provided by LED (reference Dialight 70-81CB), mounted to provide light for the entire step-well and portion of the ground area outside the bus. The step lights

shall be extinguished when the front door has closed. Raised floor step lighting shall be provided by one LED strip light mounted in the step riser. Must be recess mounted to protect from accidental damage by passengers contacting light while using step (equal to Dialight 87121CB) Minimum 18" in length.

- 5.24 **BATTERIES:** Chassis OEM dual, maximum capacity, batteries shall be provided, with an additional battery installed in the side tray. The third battery shall equal the larger of the 2 OEM batteries. Provisions shall be made to charge the auxiliary battery from the engine alternator. A locking weather protected sliding type battery box equal to Kwikkee part #905708 for the auxiliary battery shall be installed on the curbside behind the passenger door with stainless steel bearing slides that provides for a latched tray to hold the battery in place and at a safe distance while the battery is being serviced. For diesel engine equipped vehicles a tray equal to the above referenced tray in design and function, that is large enough to accommodate the 3 batteries, is required. Battery cables installed in place of chassis manufacturer's battery cables shall be a continuous run and sized to match the electrical system's maximum current draw. Battery box must be designed with full support under the tray. Battery trays that are built without structural support underneath will not be accepted. 8-D batteries are not allowed for use on vehicles purchased through this contract, and may not be purchased as an option.
- 5.25 **GROUNDS:** Three added grounds shall be installed on the vehicle, all shall be # 0 gauge. One ground shall be installed between the engine and the OEM frame. The second ground between the cutaway body frame and the OEM frame, and a third between the lift pump housing and the side battery, grounds must be continuous, without splices. For all ground connections, paint or foreign material must be removed and a coating of dielectric material applied to the cleaned surface where each ground attaches.
- 5.3 **FUEL TANK:** Fuel tank(s) shall be a minimum of thirty-five (35) gallon capacity from the OEM chassis manufacturer. Largest available capacity from OEM is required. The chassis OEM fuel system shall not be modified and be fully compliant with California Air Resources Board standards.
- 5.4 **INSTRUMENT PANEL:** Each vehicle instrument panel shall be equipped with at least the following:
- a. Ammeter or voltmeter
 - b. Oil pressure gauge
 - c. Fuel capacity gauge
 - d. Engine temperature gauge
 - c. Speedometer
 - e. Emergency brake warning light
- 5.41 The instrument panel shall have lamps sufficient to illuminate all instruments. All instruments shall be accessible for maintenance and repair and shall be mounted so that each instrument and all indicator lights are clearly labeled and visible to the driver. Lights in lieu of the listed gauges will not be acceptable. Decals or Dymo Labels are not acceptable.
- 5.5 Back-up alarm connected with back-up lights to produce an intermittent sound to warn others while bus movement is in reverse, equal to ECCO 530 or 575.

- 5.51 REAR OBSTACLE DETECTION Intermotive, Hawkeye Reverse Assistance System, or approved equal (must indicate side and distance to object detected), rear obstacle detection system integrated into the rear HELP bumper per manufacturers recommendations. See section 4.10.
- 5.6 BODY MODIFICATIONS: All modifications shall comply with the FMVSS. The Vendors must be certified by the National Traffic Safety Administration to manufacture or alter vehicles in accordance with the Code of Federal Regulations, Title 49, Parts 567-568. On "cutaway" conversions added bodies must be securely fastened to the basic vehicle structure and bolted securely through chassis rail flange at floor and with added reinforcing plates or comparable method. Method of attachment must conform to chassis OEM body builders' requirements. Attachment through bus side rails is not allowed. No welded securement to the basic vehicle structure will be acceptable. No second stage manufacturer welds, or holes, will be accepted if they are not a minimum of 1 and ¼ inches from the top of the top flange and 1 and ¼ inches from the bottom of the bottom flange. Welds, and/or holes that are in the center (the area between the top and bottom flanges as measured above) area of the web of the frame and comply with OEM requirements will be accepted. All OEM requirements must also be met. Vehicles that do not comply with these requirements will be rejected.
- 5.7 STRUCTURE: The vehicle body shall incorporate a welded steel or aluminum body frame or shall be constructed to provide maximum protection to passengers in case of rollover accident or a crash accident to the side or rear of the bus. The inside and outside body panels should be fabricated of contoured steel, fiberglass, fiberglass reinforced plastic with resin-hardened honeycomb, or aluminum. The frame shall be attached to the understructure and securely attached to the chassis so that the entire vehicle will act as one unit without any movement at the joints. The entire unit shall be adequately reinforced with structural steel to carry the required loads and withstand road shocks. The entire frame structure of bus body and attaching members shall have zinc chromate, or approved equal anti-corrosion product, applied prior to mounting the bus body.
- 5.71 Roof Construction: The roof construction shall be of sufficient strength to prevent vibration, drumming or flexing. The roof is to be designed to prevent pooling of water on the roof. Roof shall be one-piece design. Driver area head room must, at a minimum, equal the original OEM cab head room, including the transition area over the driver's door to the raised roof cap.
- 5.72 The entire unit shall be adequately reinforced and shall meet requirements of FMVSS 220, School Bus Rollover Protection. A current certification for each vehicle type must be furnished with the bid. The test results shall not be more than two (2) years old on the production model bid unless the structure has not been significantly modified as defined by 49 CFR 665.
- 5.73 All exterior seams shall be constructed to shed water without leaking into the vehicle. All higher panels, including roof, must lap over their lower adjacent panels. In no case shall sealing of panels be dependent on caulking alone. All exterior joints and seams shall be protected by zinc chromate caulking, butyl rubber tape, or other approved (by the State) material. No water leaks in the body will be acceptable. Testing shall be done at the manufacturers factory with water nozzles appropriately placed to test the entire conversion. Minimum 20-psi water pressure for testing is required.
- 5.74 The body shall be free of cracks, dents, defects or physical damage.

5.8 SEATING

- 5.81 Passenger: All passenger seats shall be individual modules similar to Freedman Feather Weight Mid/Hi, or equal, one or two position bench type modules of not less than 17.5 inches in width. All fixed seats shall be track mounted for easy removal, forward facing and have an individual cushion and equipped with folding back molded U. S. Arms, or equal, aisle armrest. All back cushions shall be contoured to provide full lumbar support, color coordinated with the interior vehicle color. Prior to award, the Contractor shall submit a sample of the upholstery and cushion material to the State for approval. Seats shall be available in cloth or vinyl, at buyer's choice at no extra cost. Driver seat can be cloth or vinyl, independent of passenger seat material choice, also at buyer's choice with no extra cost.

All seating, including driver, shall meet the following requirements:

Seat material shall be compliant with Docket 90-A, FTA Recommended Fire Safety Practices for Transit Bus and Van Materials Selection. Cloth seat fabric shall be a minimum 100,000 double rub woven material, anti-bacterial and anti-microbial, the seat fabric shall have a moisture repellent treatment that prevents liquids from passing through fabric. Vinyl seat material shall be minimum level 4 vinyl, (36 oz. per running yard). All seats shall meet the following minimum requirements:

- a) All applicable FMVSS requirements, including FMVSS 207,210, and 302 for all seats and seat belts to be installed in the bus.
- b) Cushion and seat cover shall be of the slipcover type, removable and replaceable without removing the entire seat.
- c) Freedman USR (under seat retractable) seatbelts, or approved equal, shall be provided for all seats. Driver seatbelt shall be OEM lap/shoulder belt. Two 24" belt extenders shall be provided with each vehicle. Seat belts shall meet or exceed FMVSS 209.
- d) All exposed metal surfaces shall be powder coated.
- e) All seats shall have not less than 27" hip to knee room spacing between seats. All seats shall have a minimum cushion depth of 17", and a thickness of not less than 2.5". Seat bottom cushion height shall be 17½ inches, plus or minus ½ inch, as measured from floor to top of the cushion. **All seats shall face forward.**
- f) All passenger seats are to have molded energy absorbing grab handles at the top of each forward facing seat. The handles must be securely attached to a welded seat frame structure. Seats along rear wall do not require grab handles. Aisle seats are to include black folding US arms, or equal.
- g) A minimum clear aisle of 15 inches. This must be maintained with any optional seat chosen as well. There shall not be a mobility aid position blocking the aisle or directly in front of the mobility aid lift except when there is a rear lift. Random movement to any seat position for ambulatory passengers must be maintained.

- h) Folding seats must be equal to Freedman mid/high back, three step folding seat. Folding seats must be installed so that rubbing/chaffing does not occur during fold operation. Seat cover must not touch side wall or structure during fold/unfold. Folding seats placed over a mobility aid tie down space shall include Freedman T.D.S.S. (tie down storage system). Folding seats must be mounted to steel structure that is an integral part of the final stage builders under floor structure, minimum thickness 1/8th inch. Steel plating for seat securement must be designed into floor, added steel plating similar to large washers will not be accepted. All seat mount bolts and wheel chair shoulder harness mount bolts that are not fastened to seat track will be mounted to the above required structural steel members. No fasteners will be allowed within 1 ½ inches of any flat steel components edge. This requirement does not apply to fasteners through box beam type of structure.
- i) FMVSS Compliance: All seats and restraints in the vehicle as specified must comply with current FMVSS standards, including 207, 209, 210, and 302. Documentation of current model year testing and seats as specified within shall be provided prior to award. Testing by an American Association for Laboratory Accreditation, or equal, accredited test facility of individual components independent of the vehicle will be accepted if done on a representative floor, and vendor can validate that test results meet all FMVSS requirements, and could be duplicated in the production vehicle. Any alterations to OEM seats or mounts that affect these tests must also be tested. Detailed seat installation instructions and test data must be made available to the State prior to award of the contract. This test is required for all seats, including optional seats installed over wheel wells that buyers may choose.
- j) A one-piece filler shall be provided in tracking between fixed seat placements. Any order that deletes fixed seats will also automatically delete the floor track for that seat. Floor track will not be installed in any area not covered by a fixed seat. Track can extend 6 inches to the rear of the fixed seat area to allow for seat adjustment by end user to better accommodate their needs. Track will not be allowed forward of the front most fixed seat (no track in foot rest area).
- k) Both Type II short, and standard shall include one 2 passenger 3-way folding seat, or a 2 passenger flip seat. Choice will be at buyer's option at no extra cost. As with all other passenger seats this seat may be deleted and a credit given to buyer. Credit must be described in bid package. Standard locations will be as follows, with buyer's option to choose other locations at no extra cost: in rear lift buses the 3-way fold seat will be mounted on street side behind fixed seats. Flip seat will be mounted on street side rear wall. Both will match fixed seats in manufacturer, covering and style. Grab handles are not required on rear wall mounted seats. In front lift buses a 3 way folding seat will be included over either wheel chair position, location at buyer's choice at no extra cost.
- l) The bidder shall provide floor plan / seating arrangement drawings for all line item/configurations, prior to bid award, which are to scale and meet passenger-seating, and loading requirements. Drawings, at a minimum, shall show the location and dimensions of all seating positions, drivers position, aisles, doors, modesty panels, stanchion, grab rails, tie down locations, and other passenger assists. In addition, all major body interior dimensions must be shown. Proposed seating arrangement plans must be approved by each procuring agency prior to production, and must comply with standards established with the original seating requirements. This requirement does not preclude other optional seating requests as

long as they meet all the requirements set forth in this specification, such as aisle width and hip to knee.

- m) Contractor must have approved floor plan showing all seat locations that has been signed by buyer. Any seats mounted in incorrect locations that are relocated will have floor repaired by adding support under the floor to facilitate sealing from below and support for dowel, or other accepted filler, and floor covering replaced to the nearest seam. Caltrans representative/inspector will make final decision for seam location. No bolts will be accepted as hole fillers.

- 5.82 **DRIVER SEAT:** A Recaro bucket-type driver's seat with mechanical reclining back rest, adjustable headrest, air bladder adjustable lumbar support, adjustable flip-up right hand armrest, and flat (model SFX) or traditional (model LXF) side bolsters shall be provided. Bolsters shall be at buyers choice at no extra cost. OEM seat belt and shoulder harness shall be provided. Upholstery shall be color coordinated with passenger seats. Seat trim will include all OEM (or equal) trim, even if an optional seat, or seat base is ordered.
- 5.9 **FLOORS:** The floor overlay shall have a minimum of 3/4" 7 ply APA certified exterior grade plywood of C-C plug grade securely fastened to the cross sills. With all edges to be properly sealed for moisture.
- 5.91 **FLOOR COVERINGS:** The aisle, entrance, and step tread areas shall be covered (in one piece) with Rubber Solutions Duraflor or R.C.A. $\frac{3}{16}$ inch thick wide ribbed, marbled charcoal in color, nonskid-type transit rubber flooring. All other areas shall be not less than $\frac{1}{8}$ inch thick of the same type except it may be ribbed or smooth. All step edges shall have a band of bright contrasting color, Yellow or White, buyer's choice at no charge, running the full width of the step. The floor covering shall be butt joined without gaps and securely cemented to the plywood floor with a waterproof adhesive. The ribbed portion of the floor covering shall run parallel to the bus sidewalls and turn 90 degrees at the entry area, to run toward steps. This is required to assist in ease of cleaning.
- 6.0 **REAR EMERGENCY EXIT:** The rear emergency window shall be large enough so that in conjunction with the rear view mirrors, blind spots are not created. If vehicle is equipped with rear door as an option, rain molding shall be installed over the door(s). Seat backs shall not intrude in required emergency exit window or door openings. Low back seats shall be used on rear wall when raised floor option is chosen.
- 6.1 **ENTRY DOOR:** The vehicle shall be equipped with an electric front entrance door, reference A & M Doors (or equal, equal must include emergency exit function), door shall be a two-section door equipped with 2" elastomeric material on each section that overlaps a minimum of $1\frac{1}{2}$ inch to form a tight seal. The clear height and width of the entry door shall be as specified in section 3.0. Entrance door system shall include exterior keyed entry. A rain molding shall extend over the doorframe to prevent water intrusion. The operation of the entrance doors shall be controlled from the driver's position. The entry doors shall open to a minimum of 90 degrees. The door glass shall be see-through, tinted (AS-2) safety glass, and shall be full length/sections. The door

mechanism must be accessible through a hinged service door above the doors. Lower corner of cover must be padded to protect users from injury.

- 6.2 ENTRY STEPS: The front passenger steps and step well shall be heavy-duty welded steel, minimum 14 gauge, with adequate reinforcement to prevent deflection more than $\frac{1}{4}$ inch under a 300 pound load placed on an area 28" wide on the center of the step. Upon removal of the load, this step will rebound to its original dimension. A standee line is required, color to match step edges, see section 5.91.
- 6.21 The individual step risers shall be a maximum of 9.5" in height with step tread a minimum of 9.5" deep. The bottom step tread shall not exceed 11" from the ground unloaded. The stepwell shall incorporate LED lights to illuminate the step tread area when the entry door is opened. A three-step entry is allowed only in a Type II with a front lift or if chosen as an option.
- 6.22 Step risers shall be vertical. If risers are not vertical the usable step area shall be calculated by measuring the step area from the vertical line from the step edge above. Any step area that is in an area that falls under the step above it will not be accepted for measuring compliance of minimum requirements in section 6.21.
- 6.23 DRIVERS RUNNING BOARD/ASSIST: The drivers door entry area shall be equipped with a running board. Running board shall be a minimum of 9" deep, maximum of 12". This will be measured from the OEM body at the flange at the bottom of the rocker panel. Running board shall extend from the front edge of the front door opening to the rear of the OEM cab. Running board must be designed to hold 300 pounds without permanently changing shape, and be slip resistant diamond plated aluminum, or equal. Driver entry area shall include an entry assist grab handle, mounted to the rear of the door opening on the outside, (height shall be determined/confirmed at preproduction meeting) on the B pillar. Handle shall be a minimum of 6" grab area, durable, corrosion proof, and have no sharp edges. Installation with self tapping screws will not be accepted, must include bolts into threaded inserts.
- 6.3 MODESTY PANELS, STANCHION AND HANDRAILS: An entry door modesty panel and stanchion post shall be installed at the left rear of the stepwell and in front of the curb side row of seats. and a second modesty panel behind the driver A stanchion with modesty panel to rear of front mounted lift is required when a front lift is selected. Stanchions shall be constructed from the floor to the ceiling. The lower 30" portion shall be constructed of a gray formica laminate, or equal, with plastic edge molding, the color to match the interior. A 30"(minimum) handrail shall be installed on both sides of the entry door made of 1.25" 304 stainless steel that can be used by passengers standing at ground level to aid in boarding the bus as well as those passengers that are deboarding the bus. The handrail must be able to be used continually for help in boarding and deboarding the bus. Note: The clear entry door width must not be affected by grab handles. Two overhead grab rails using 1-1/4" diameter 304 stainless steel are required on the both sides of the vehicle to run the full length of the available seating. Handrail shall terminate into ceiling with radiused stainless steel ends without connections/elbows. All stanchions and handrails shall be securely fastened into structural members at all mounting points. A minimum of 4 attachment screws will be required at top and bottom securements. A smoked plexiglass panel, 3/8" thick shall be provided behind driver from top of driver's seat to within 6" of bus ceiling. Panel must not impair driver's seat adjustments. Panel may be incorporated into stanchion and guardrail behind driver and must provide cutout area for

handhold and be shock mounted to prevent rattle. Cutout area for handhold must have no sharp edges and all corners shall be radiused.

- 6.4 **INTERIOR PANELING:** All interior walls shall be paneled, including doors. All panels shall be the same color and coordinated with the interior colors of the vehicle. All interior panels may be made of scuff-resistant, vinyl-coated aluminum, textured paint on steel, or laminate/FRP finished material. Panels shall be securely installed to prevent noise/rattles. **Carpet or cloth covered materials are not acceptable for floor or roof coverings.**
- 6.5 **WINDOWS:** All windows, except the windshield, rear and doors, shall be egress transit type or a top T-slide panel type, a minimum of 780 square inches. All side windows, except street side rear which shall be fixed, shall be top vented to allow for ventilation. All side windows shall provide a clear view to the outside from each seat position. Windows shall be installed in the double entry doors, on the curbside of the vehicle. Caulking around windows shall be used only as a seal, not to make up for body defects or out of tolerance window openings. All rear and passenger glass is to be tinted to a maximum of 31% light transmission in the passenger compartment. A steel plate adequate to support shoulder straps anchorages must be installed above the windows.
- 6.51 Placement and installation of the windows shall not diminish the structural integrity of the vehicle. Structural reinforcement shall be added to compensate for the reduced structural rigidity. All windows, including emergency exit window, shall comply with the FMVSS 217. There shall be at least one each minimum emergency exit window on each side of the bus, with their location indicated by red lights mounted above each exit window. Windows shall be placed to maximize access to emergency exit windows, while minimizing seat back interference with exit windows. Drivers door and entry door shall not be considered as an emergency exit.
- 6.6 **INSULATION:** Foam sprayed insulation, or equal, equivalent to 1.5" fiberglass shall be installed in the roof, rear wall, front and rear caps, sidewalls and extended door sections. If additional insulation is necessary to meet this requirement the insulation shall be glued to the chassis body to prevent sagging. The insulating material of the body and sidewalls shall be of sufficient thickness to contact the inner and outer walls, insuring positive Insulation vapor barrier (equivalent to 1.5 inches fiberglass). Insulation shall comply with all Federal requirements and shall pass the testing requirements specified in the Federal Transit Administration (FTA) Recommended Fire Safety Practices for Transit Bus and Van Materials Selection. The use of foam sprayed insulation, or other similar material, is prohibited under the floor in any area in which it would cover seat, securement, or other fasteners that are part of any installation that is subject to FMVSS testing.
- 6.7 **PAINT AND TRIM:** Exterior surfaces shall be properly cleaned and primed as required, dependent upon the paint used. Painted surfaces shall be impervious to diesel fuel, gasoline, and commercial cleaning agents. Paint shall be high quality acrylic white enamel that matches the OEM paint scheme (non fiberglass body). Entire vehicle to be OEM white, any other colors (including two-tone) will be at buyers cost. Two 5" transit style stripes running the full length of the vehicle shall be installed on each vehicle. Colors available at a minimum shall be: white, red, orange, yellow, green, light blue, and blue. Reference: Stripe shall be 3 M reflective tape series 680, or approved equal. This stripe shall be white if user does not choose another color. Location of stripes to be approved at preproduction meeting.

- 6.8 **FRONT CAP:** The exterior front cap must be of solid one-piece reinforced molded fiberglass covered with a jell-coated exterior surface. Cap shall include recessed areas to install marker lights.
- 6.9 **UNDERCOATING:** The entire underside of the body including floor members, side panels below floor level (if metal), and fender wells shall be undercoated, at the time of manufacture, with a nonflammable resin type polyoleim or equivalent equal to Tectyl 121-B. All openings in the floorboards and firewall shall be sealed.
- 6.91 **WHEELHOUSING:** The wheel housing shall be constructed of a minimum 14 gauge galvanized steel, or stainless steel and provide ample tire clearance during all operating conditions. Fenders and splash aprons (underskirt) of durable construction shall be provided so as to provide maximum deflection of the wheel splash. There shall be sufficient wheel well clearance for snow chains. Front and rear tire mud flaps are required.
- 6.95 **AIR CONDITIONING:** All vehicles require an OEM integral front air conditioner and an auxiliary rear air conditioner. Rear systems shall be completely independent of the front system, and sized as follows; All Types shall be capable of producing 53,000 BTU equal to Carrier A/C model 713Max with TM16 compressor, EM1 Evaporator, and CM3 Condenser All compressor installations must be done with mounting hardware recommended by manufacturer. Installation shall comply with all OEM requirements. All controls for both air conditioners shall be located for ready access by the driver. Cooling shall be specified in BTU at 100° F. ambient temperature (IMACA ratings). The condenser for the air conditioner shall be skirt mounted and shall have fans cooling the condenser with automatic reset. The air conditioning system shall use refrigerant R134A. Non-OEM refrigerant hoses to be SAE J-2064 Aeroquip Type E or Ecofrigo Type D incorporating thermoplastic lining to reduce leakage. Fittings to be all steel using two O-rings for improved sealing and durability. Added refrigerant lines shall have a minimum of fittings, any fittings solely for the purpose of joining 2 or more short hoses in place of 1 longer hose will not be accepted. A label must be placed in the engine compartment detailing manufactures name, refrigerant type and quantity, compressor oil type and quantity. The evaporator and condenser must be matched to the compressor as per manufacturers recommended installation instructions. All A/C and heater hoses shall be adequately supported with P-Clamps at a maximum spacing of 24". No hoses may cross over the exhaust system without shielding equal to OEM required shielding for floor protection. All hoses must be a minimum of 6 inches away from the catalytic converter, even with shielding and 4 inches away from exhaust pipes and muffler, even with shielding. Prior to bid award bidders will submit detailed information for review and approval by Caltrans, which describes and identifies all components of air conditioning systems proposed for installation. Evaporator drain shall run down hill from evaporator housing. Elbow, or turn down, shall be a minimum of ½ inch below the outlet on the housing. Drains must be installed to prevent puddles of water from being retained in the system. This requirement is to reduce the chance of bacterial growth. Note Tie in to the OEM system is not allowed.
- 7.0 **HEATER:** Each vehicle shall have a front mounted integral high output heater and a rear floor high output auxiliary heater mounted behind the rear wheel housing or under a rear seat. The front heater shall incorporate windshield defrosters. The rear heater shall be equipped with two brass ¼ turn valves that are clearly marked on the outside of the bus as to its location. The valves shall be located below or behind the driver's entry step well. (Final location to be confirmed at

preproduction meeting). The total output of the auxiliary heater system shall not be less than 30,000 BTU for Type I, and 40,000 BTU for Types II and III.

Standard Locations shall be as follows: Type I bus with rear lift shall have a wall, or floor, mounted heater on the curbside of the rear wall to the rear of the lift. Type I front lift shall be floor mounted under rear wall center seats. Type II and III rear lift shall have heater located street side under rear most fixed seat, placement shall be designed to maximize passenger foot spacing while seated for user behind seat and user in seat which has heater under it. With a front lift the heater shall be under rearwall center seat. The placement of the heater must be approved by the procuring agency. If user chooses a location that is not protected by above locations then a protective permanent barrier to protect against impacts with mobility aids shall be provided around the heater, final design subject to Caltrans approval at preproduction meeting.

7.01 Heaters are to be controlled by two individual multiple-position switches (off, low, medium, high). All controls for both heaters shall be located for ready access by the seated driver. All hoses, drains and wiring must be covered and adequately supported with plastic/rubber coated steel clamps secured at a minimum of two-foot intervals. All heater hoses are to be silicone, or approved equal, with clamps designed for use with silicone hoses. All hose routings shall comply with the A/C hose requirements in section 6.95. Combustion heaters are not acceptable.

7.1 MOBILITY AID LIFT:

At buyer's option, a Braun series 917 IB or Vista, Ricon S-2005, or KlearVue series mobility aid lift will be installed in front of the rear axle or behind the rear axle at the purchaser's option and without additional charge. Lifts installed in the rear position will have front pumps for ease of service. The lift shall incorporate a positive locking mechanism to prevent drifting from the stowed position. Lift shall meet requirements of FMVSS 403/404. **Braun lift shall be a model NL-9171B-Millennium.**

7.12 LIFT PLATFORM: The lift platform shall have a minimum clear width of 32" at the platform, a minimum clear width of 32" measured from 2" above the platform surface to 32" above the platform and a minimum clear length of not less than 50" measured from 2" above the surface of the platform. Longer platform lengths are required at no extra cost, if available from the lift manufacturer.

7.13 This lift platform shall permit boarding of a mobility aid in either a forward or backward position and shall accommodate standees.

7.15 All scars/damage on the vehicle, due to mounting of the lift assembly, shall be repaired.

7.16 MOUNTING OF THE MOBILITY AID LIFT ASSEMBLY: The mobility aid lift shall be installed in accordance with the lift manufacturer's recommendations and requirements.

7.17 All attachments of the lift assembly to the vehicle shall be done through structural support members. Bolting of any part of the lift assembly directly to the vehicle sheet metal walls will not be acceptable.

- 7.18 **POWER OR EQUIPMENT FAILURE:** The lift platform shall have an automatic stop-and-hold mechanism to prevent the platform from free falling or folding any faster than 12 inches/second in the event of a power failure or equipment failure during the raising and lowering modes.
- 7.2 **LIFT HANDRAILS:** The lift platform shall be equipped with handrails on both sides (as per FMVSS requirements). Any lighting installed on handrails must be LED, not interfere with standees use of the handrails, and operate at a temperature that will not result in burns should skin come in contact with them even if left on for long periods of time.
- 7.3 **LIFT ENTRY DOOR:** The side lift entry door shall provide a minimum clearance of 68 inches between the top of the door opening and the raised lift platform. Tallest door opening available must be provided, and width to accommodate lift chosen by buyer.
- 7.31 The lift entry shall be two entry doors and each shall have windows with laminated or tempered safety glass set in neoprene or similar retention molding. The windows in the doors shall be tinted to match side windows. Windows shall be largest available, and a minimum of 30" high by 10" wide in each door. Windows shall be located to maximize passenger vision when seated inside the bus. The lift doors and door opening must be properly installed so that the top and bottom of each door are square with each other. Doors that are not in alignment with each other and with the doorframe will be considered as not installed properly and will not be accepted. Lift door opening will include a rain gutter. Door opening frame will be powder coated, or constructed of corrosion resistant material, and painted to match body. Lift doors will be constructed with Tubular steel, or aluminum frame and fiberglass or aluminum interior and exterior material. Doors shall be designed for long life/heavy use. Hinges shall be full-length stainless steel, with minimum 3/16" stainless steel pins. Both doors must latch at top and bottom, and have a locking door handle on the door first opened/last closed.
- 7.32 A positive factory-installed gas shock to assist in maintaining opened or closed position of door(s) shall be installed to hold the lift entry doors open while the lift is in use. Lock shall be stainless steel paddle-type handle or Caltrans approved and incorporate top and bottom rotating cam latches with a standard key lock.
- 7.33 Automatic curb illumination lamps shall be located inside the lift doorway and other passenger loading areas.
- 7.4 **CONTROL STATION:** The mobility aid lift system shall have one control station capable of controlling all lift functions, and shall comply with FMVSS. The control station cord shall be the coiled type and reach 12" in length beyond the length of an extended platform and have removable twist type connection. Caltrans must approve the final routing and securement of the cord. **The on/off switch must be located within reach of the operator when standing outside the life doors, with doors open, and labeled for function.**
- 7.5 **POWER REQUIREMENTS AND ELECTRICAL SYSTEM:**
- 7.51 The main power cable to the lift hydraulic pump motor shall be of the proper gauge and fully enclosed in a loom. The cable shall be properly supported throughout the vehicle with insulated straps and mechanically attached to the vehicle body.

- 7.52 The lift shall be designed so that it can only be operated when the interlock is engaged. (Described in 7.6) Lift shall be grounded to side battery. See ground requirements 5.25
- 7.53 The lift electrical system shall be protected by a heavy-duty circuit breaker installed per manufacturers instructions with master control switch located near the driver and clearly labeled with separate indicator light. Note: interlock indicator light will not be accepted for this requirement.
- 7.6 CONTROL INTERLOCK: The controls for the lift shall be interlocked with the vehicle emergency brakes and transmission to ensure the vehicle cannot be moved when the lift is not stowed and so the lift cannot be deployed unless the interlocks are engaged.

The interlock shall be a fully automatic, solid state, microprocessor-controlled unit (Ref. Intermotive ILIS 501) or approved equal capable of self-diagnosis. Interlock shall utilize an LED display panel to show subsystem status. Interlock must prevent driving the vehicle with parking brake left on. Interlock must meet ADA Title 49 Lift Interlock requirements and FMVSS 403/404 requirements.

- 7.61 Intermotive, or equal, Park Crank Only Module (PCOM) module to prevent starting vehicle in neutral.
- 8.0 MOBILITY AID SECURITY AND OCCUPANT RESTRAINT SYSTEMS: Each vehicle shall be equipped with forward facing mobility aid securement and occupant restraint system as indicated by Table 1. The system(s) shall be capable of securing a variety of common mobility aid designs and accommodate a wide range of occupant sizes. At the time of vehicle delivery, the Contractor shall provide detailed instructions to include a training video from the securement manufacture for mobility aid placement, tie-down belt operation, and torso belt placement.
- 8.1 MOBILITY AID SECUREMENT AND OCCUPANT RESTRAINT SYSTEM(S), including all attachment hardware and anchorages, shall meet or exceed the following requirements:
- * 30 mph/20 G Impact Test criteria per SAE J2249
 - * 36 CFR Part 1192 and 49 CFR Part 38 and 571 (ADA)
 - * All applicable Federal Motor Vehicle Safety Standards (FMVSS), as amended California Code of Regulations, Title 13

- 8.2 Mobility Aid Security and Occupant Restraint Systems: The securement system shall be Q'Straint Securement System model QRT Q 8300-Max, Surelock Titan, or approved equal. These will be by agency choice. Retractors MUST be AUTOMATIC SELF-LOCKING and SELF-TENSIONING. The system(s) shall be flanged "L" continuous track mounted type (with end caps), capable of securing a variety of common mobility aid designs and accommodate a wide range of occupant sizes. The Contractor shall provide detailed instructions for mobility aid placement, tie-down belt operation, etc. The track shall be installed in a location/manner that will maximize usable area while still meeting the track manufacturers installation requirements. End caps shall be installed with bolts, with large washers under the floor at securement nuts. Each vehicle shall come with two retractable tie-down systems. A closable box shall be provided and secured next to the wheel chair lift for storage of securement systems. Final

location and type to be determined at preproduction meeting. The system anchorages and /or track shall be recessed and attached with flush fasteners in accordance with the requirements of the system manufacturer. A copy of the manufacturers installation instructions must be provided to Caltrans prior to award.

NOTE: Any deviation from track installation will require written approval from securement manufacturer that the installation will not alter required testing in Section 8.1.

- 8.3 OCCUPANT RESTRAINT SYSTEM: For each mobility aid securement system installed in the vehicle, a corresponding occupant restraint system shall also be provided. The occupant restraint system shall consist of adjustable lap (pelvic) belt and an adjustable shoulder (upper torso) belt, and shall meet all applicable FMVSS, as amended.
- 8.4 SECUREMENT/RESTRAINT SYSTEM ACCESSORIES
- 8.41 A web cutter for emergency use shall be provided with each vehicle.
- 8.42 One torso pad approximately 8"X12" with thickness of approximately 1" and belt shall be supplied to secure mobility aid users while riding on the mobility aid lift.
- 8.43 STORAGE CONTAINER: A secured container shall be provided to store straps, pads and assemblies. The container shall be recessed in the center front cap portion of the vehicle or positioned over the drivers area if the front cap is used for destination signage with a hinged lockable door. The container must be sealed and not have any exposed wires, protrusions or sharp edges. Caltrans must approve final design.
- 8.5 ADDITIONAL EQUIPMENT: The following shall be furnished and installed in each unit. The mounting of any of the following items shall not interfere with passenger entry or exit:
- (1) One 5-pound ABC fire extinguisher conveniently mounted.
 - (2) A minimum 16-unit First Aid Kit meeting the requirements of Title 13, California Code of Regulations (13 CCR) Section 1243.
 - (3) Three bi-directional emergency reflective triangles that conform to the requirements of FMVSS No. 125.
 - (4) Sufficient interior lighting to illuminate the driver and passenger entry area and the interior aisle. The switch for these lamps shall be mounted in the dash, backlighted, and labeled.
 - (5) A fully adjustable 6"X 9" (Reference BR A5008, or equal) passenger view mirror mounted just above the windshield to the right of the steering wheel area. Mirror must provide full passenger seating area viewing. Two hinged exterior rear view mirrors. Reference BR S2003/S2004 (or equal) split view model, with remote control for flat portion adjustment, turn signal in the mirror glass, and black powder coat finish. Mirror mount must include reinforcement mounting plate that is inside the fender with through bolts. Threaded inserts mounted in the fender are not acceptable. Mirror mount must also include brace/bracket that mounts under the edge of the hood to existing OEM fender

mount bolts. Convex rear view mirror shall be provided for right and left hand mirrors, and shall offer extra wide angle viewing. OEM mirrors mounted on the windshield shall not be removed.

- (6) An OEM AM/FM CD radio with OEM antenna installed with four speakers placed in the passenger area.
 - (7) Exhaust: The tailpipe routing shall be configured so that it exits the vehicle on the street side with a turn down at the end of the pipe. The intent of the routing is to minimize the potential crushing of the exhaust pipe by the bumper. Final configuration of exhaust will be determined at the preproduction meeting. Street side exhaust may be deleted at buyer's choice, if required, to allow spare tire carrier installation at no charge to the buyer. (Spare tire carrier is standard.) Exhaust, with turn down, shall exit at the rear of the vehicle if the spare tire carrier is chosen, and street side exhaust must be deleted. Final design shall be determined at preproduction meeting.
 - (8) TWO-WAY RADIO ANTENNA PREP: Roof access for installing radio antenna with 5/8" I.D. conduit with antenna pull wire terminating behind drivers seat. Access compartment must have a access panel/door. Final design and placement must be approved by Caltrans. Panel/door must be color coordinated with interior of bus. See Depiction B for currently accepted design, by Viking Marine.
 - (9) Manual: Upon delivery of the vehicle, a complete operations manual will be provided that covers the conversion features on the vehicle as listed in this specification. The manual will provide complete, comprehensive instructions for the mobility aid accessories, mobility securements and all options.
 - (10) Brake Max, or DuraTrans Programmable Overdrive Controller (Ref. Intermotive) or approved equal allows for programming of shift patterns for overdrive/tow-haul feature. Brake Max for tow/haul equipped vehicles, DuraTrans for non-tow/haul equipped vehicles.
- 8.6 PAINTING, DECALS AND MONOGRAMS: All signs required by State and federal law shall be affixed to each vehicle exterior and interior.
- 8.7 PARTS BOOKS, MANUALS AND DRAWINGS: The following shall be provided at time of delivery. The information shall be organized in a three ring binder format with each section clearly identified. A draft copy, including all items in sections 8.8, 8.81, and 8.82, must be available for State review and acceptance prior to award.
- 8.8 A complete set of operating instructions, troubleshooting guide, inspection and service guide and detailed manufacturers parts list.
- 8.81 A complete "as built" electrical wiring diagram covering all electrical equipment and electrical circuits installed, complete with wiring codes for **each** vehicle ordered.
- 8.82 All manuals for the bus accessories, to include complete parts guide, and equipment to include mobility aid lift, air-conditioning system, tie downs, seating, heater, etc.

- 8.83 The Contractor shall have available complete bus maintenance manuals to include the engine, transmission and OEM chassis as well as a complete parts manual for each component. The Contractor shall keep the manuals up-to-date and available to the buyer for a period of three years after the date of acceptance of the buses under the contract.
- 8.84 Final stage manufacturer, and contractor labels, logos, and phone numbers on the exterior of the vehicles are prohibited.

9.0 TYPE I, II, III OPTIONS
(Return Option Pages With Bid)

The following options or accessories shall be furnished and installed when specified on the Purchase Order. Price on options listed shall be per unit.

NOTE: Include the price for each individual item in the following options for Type I, II and III even though option prices written below are "non award" items.

OPTION 1: SEATING - Optional seating shall match the existing seating in fabric, stitching, foam and design.

- a) Folding Seat equal to Freedman Notch Back with top grab handle, armrest, color, fabric and foam to match standard seat specification. Option 1a Price \$ 1,125.00
- b) 34"-36" equal to Freedman's Feather Weight Mid-Hi Flip Seat Option 1b Price \$ 775.00
- c) 17"-18" equal to Freedman's Feather Weight Mid-Hi Flip Seat Option 1c Price \$ 650.00
- d) Child Restraint Seat
Integrated Child Restraint seat, Freedman I.C.S.(or approved equal) For transportation of children up to 60 lbs. Seat must be rigid high back with integrated child harness built into the seat frame. Seat must be seat belt ready and be able to properly secure an infant carrier seat for a child under one year and under 20 lbs. Seat must meet FMVSS Standard 213. Option 1d Price \$ 1,270.00

OPTION 2: BRAKE RETARDER A driveline electro-magnetic retarder of ample size shall be installed as recommended by the retarder manufacturer for the vehicle supplied integrated with OEM foot control. Option 2 Price \$ 6,850.00

OPTION 3:

- a) Alternator: 1) Pentex PX-5 alternator
2) American Armature NITRO II Series alternator
3) Leece Neville
Option 3a Price \$ 1,420.00
1,610.00
1,610.00
- b) Roof Vents: Equal to Transpec six way adjustable Option 3b Price \$ 675.00
- c) Additional mobility aid position(s) with tie downs (to match std) Option 3c Price \$ 795.00
- d) Energy absorbing HELP Front bumper, reference Romeo Rim or equal with provisions for Sportworks Bike Rack Option 3d Price \$ 995.00
- e) Credit for each seat left out of standard vehicle Option 3e Price \$ <85.00>
- f) Locking rear door with alarm in place of rear window Option 3f Price \$ 860.00

- g) Removable fuel pump access plate in floor, plate to be diamond plate aluminum Option 3g Price \$ 255.00
- h) Locking fuel door Option 3h Price \$ 250.00
- i) Armored marker lights, and side turn signal Option 3i Price \$ 300.00
- j) Delete Morryde Option 3j Price \$ <250.00>
- k) Maxon Lift Option 3k Price \$ 875.00

OPTION 4: Raised floor when necessary to provide additional Securement positions.

Option 4 Price \$ 1,500.00

OPTION 5: Up Graded Air Conditioning for Type II Standard and Type III Diesel vehicles; systems capable of producing 92,000 BTU equal to Thermo King A/C model S40 with TM21 Compressor, 4 fan skirt mounted condenser and Evaporator sized to equal Thermo King S40 model requirements. Gasoline equipped Type II and III will include the same Thermo King package (S40), or equal, as soon as it becomes available. Until such time as it is available a TM 16 compressor will be accepted with the resulting decrease in BTU capacity. The larger evaporator and condenser will still be required to provide faster temperature pull down. All compressor installations must be done with mounting hardware recommended by manufacturer. Option 3 a) is required with this package, and this package shall be bid to include both items, A/C and Alternator.

Option 5 Price \$ 4,750.00
w/TM 21 Compressor and
200 Amp Alternator

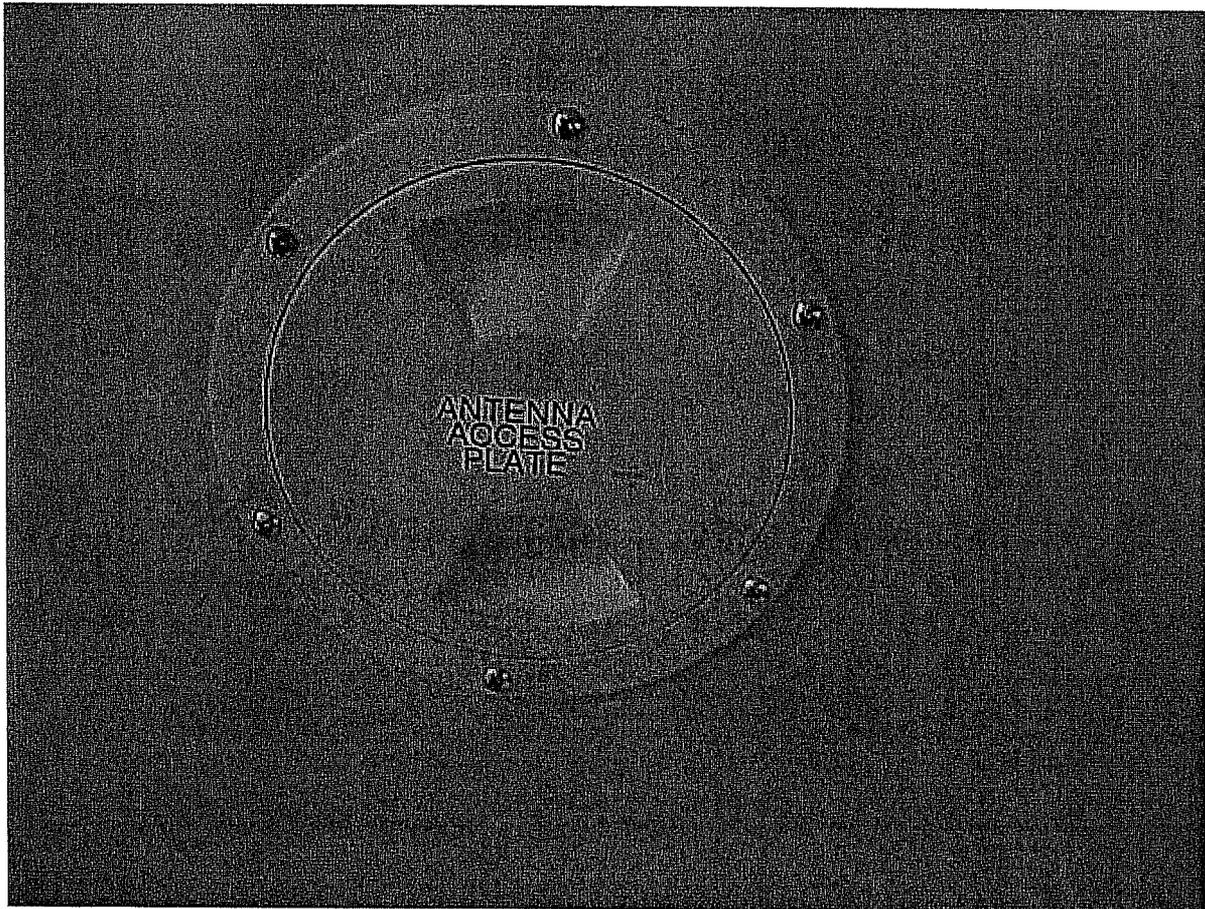
OPTION 6: Diesel for Type I and Types II, and III Largest OEM available. With five speed auto trans and dual alternators, If available from OEM. Shall include highest GVWR available from OEM for that chassis, list engine size.

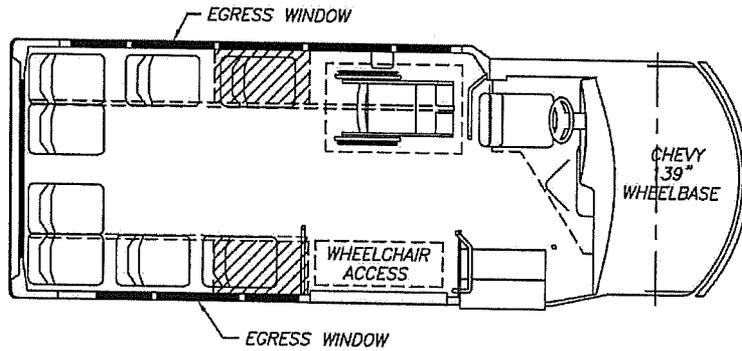
Option 6 Price \$ 6,250.00 - Ford 138"
Dual Alternators
5,750.00 - Ford 158 and 176"
Chassis, Dual Alternators
4,750.00 - Chevrolet with 145
Amp Alternator

*** Optional Diesel Engine Prices Do Not Include Cost Increases Related To 2007 CARB Emmision Standard Changes. Please See Enclosed Option Price List.

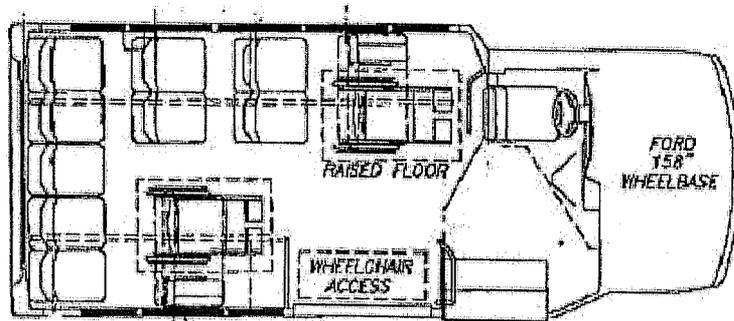


Depiction A above, Depiction B below

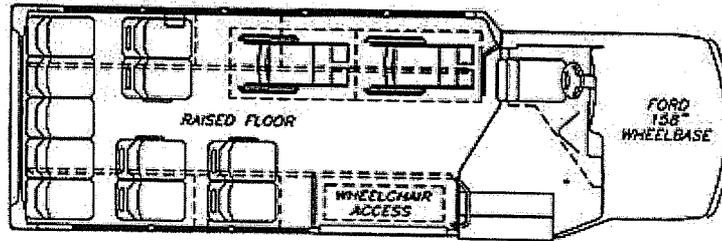




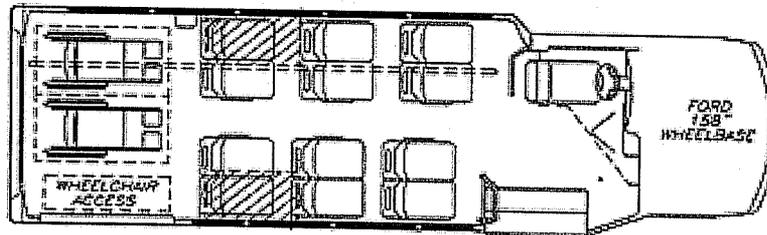
Type 1B, Front Lift



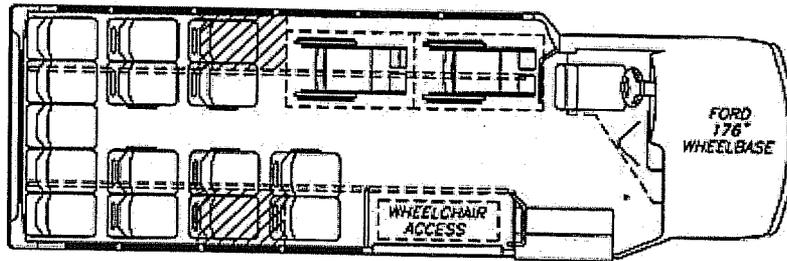
Type 2 Short, Front Lift, Choice of folding seat location. See Spec



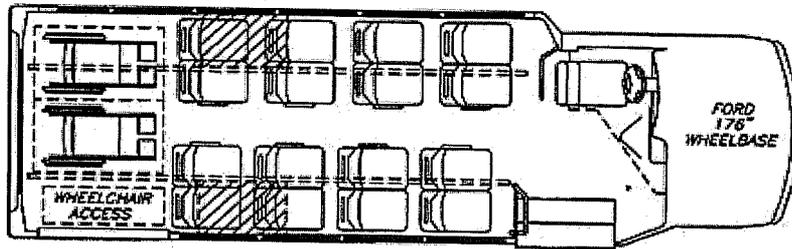
Type 2 Standard, Front Lift
2 passenger 3-way fold seat included, not shown
Location at buyer's choice. See Spec



Type 2 Standard, Rear Lift
Choice of 2 Passenger Flip seat or 3 way fold seat,
Not shown, See Spec



Type 3, Front Lift



Type 3, Rear Lift

11.0 CONTRACTOR REQUIREMENTS & NOTES

CHANGE ORDERS: This contract is subject to modifications or amendments by mutual agreement of the Contractor and the Department of General Services, Office of Procurement, in writing. Any such modifications or amendments will be set forth in a contract change order which will specify the changes to be made, including any adjustments in contract time or in compensation payable to the Contractor. Change orders shall be issued by the State Procurement Office. No exceptions to the specifications will be allowed unless the exceptions are listed on the purchase order or subsequent addendum.

WARRANTY: The warranty of each unit shall include the chassis, engine, drive train, modifications, etc., and shall be equal to the current OEM standard warranty and shall start on the date of acceptance. The Contractor will coordinate warranty issues during the standard warranty period for all OEM and conversion manufacturer products.

Each Contractor shall describe his/her policy and procedures concerning warranties, both on workmanship and material, as applying to this equipment, and the Contractor's/manufacture's method of adjustment. The final stage manufacturer and/or Contractor shall assume the responsibility and warranty for all materials and accessories used in the vehicles, whether they are made by the manufacturer or purchased from an outside source for a minimum warranty of three (3) years or 36,000 miles. A copy of this warranty shall be provided for each unit at time of delivery. The warranty, as well as any recall notifications, shall cover each vehicle of the ultimate purchaser or recipient agency. The California Department of Transportation shall not be considered to be a dealer; however, the Contractor shall provide Caltrans a copy of any recall notice.

Any modification added to the base OEM vehicle that is required to be removed from the vehicle to perform warranty work will be at the cost of the Contractor.

All warranty repairs will be the responsibility of and under the control of the Contractor.

Fleet Defects: A Fleet defect is defined as the failure of identical items covered by the warranty and occurring in the warranty period in a proportion of vehicles delivered under this contract. For the purposes of this bid, identical defects occurring in 60% of the vehicles delivered shall be considered a "Fleet Defect". The Contractor shall correct a fleet defect under the warranty provisions. The Contractor then is responsible to maintain an up to date list of all vehicles and repairs performed during the warranty period. Contractor will provide a summary of said list every 180 days to Caltrans, or upon Caltrans request. Contractor will perform inspections and take corrective action for all vehicles that incorporate the item having been found to be a "Fleet Defect". This inspection/repair action shall also be required on any vehicle that is no longer under the standard warranty if it still meets the time OR mileage requirements of the warranty.

SERVICE WARRANTY: Any recognized service or warranty work required, which is performed by the Contractor, under the Contractor's or manufacturer's warranty shall be at a location within the State and will be the responsibility of and paid for by the Contractor. This location must be within two hours travel time of the recipient's location or the Contractor must provide warranty work certification to a local shop capable of performing the work.

PARTS: An adequate stock of repair parts and qualified service facilities must be readily available in California, and must be available and delivered to the transportation providers repair shop within 72

hours of the time requested/ordered from the Contractor. The Contractor will bear all reasonable financial costs for providing backup service from alternative sources, for failure to provide repair parts within the 72-hour time limit; and will bear all such costs until the parts are received.

EXPERIENCE: Each bidder shall submit evidence of his/her ability and experience to provide the equipment described in these specifications with the bid, by including a list of five users' names, addresses, and telephone numbers who have been provided similar equipment on the same chassis from the same Contractor/manufacturer during the past two years. If a newly manufactured vehicle is bid, Caltrans will determine the acceptability and qualifications of the manufacturer, Caltrans' decision shall be final.

QUANTITY CONDITIONS: The number of units in this order indicates the best information available at the time of the bid preparation, however, all final amounts are subject to final approval of individual applications, and award of a grant by the Federal Transit Administration to the State of California, Department of Transportation, and are subject to the receipt of the necessary local matching funds. Contract quantities will be determined at the time the contract is awarded.

INSPECTION: The intent of this inspection is to resolve as many discrepancies, as possible, on the equipment and allow the manufacturer the opportunity to correct the discrepancies while the equipment is still in the manufacturer's plant and before shipment to California. The cost of these inspections will be paid by the agency identified on the purchase order. This inspection in itself will not constitute acceptance of the vehicle. Final acceptance will be made upon delivery of an acceptable product complying with the specifications at the designated location indicated on the purchase order.

Odometer reading cannot exceed 3,500 miles at the time of delivery of completed buses to the purchasing agency. There will be a charge of one dollar (\$1.00) per mile for each vehicle with an odometer reading in excess of 3,500 miles payable to the purchasing agency at the time of delivery. Under no circumstances are tow vehicles to be attached to any buses.

Upon bid award, a preproduction meeting is required at the manufacturer's facility. The manufacturer(s) shall produce a pilot model that shall serve as a standard for the following units as ordered but shall not relieve the Contractor from an obligation to manufacturer all units in compliance with all specifications. The meeting will include, at a minimum, representative(s) from the successful manufacturer, dealer (**including Service Manager**) and representative(s) from Caltrans. For travel the contractor/manufacturer will pay the travel and per diem expense for the Caltrans representative(s) to attend the preproduction meetings. Caltrans is to be notified in writing, a minimum of 30 days prior to meeting date. Travel expenses will be paid in accordance with Department of Personnel Administration regulations: Title 2, California Administrative Code, Chapter 3, Subchapter 1, Article 2.

The pilot vehicle will be available for inspection prior to the start of the meeting. The Contractor/manufacturer will pay the travel and per diem expense for Caltrans' inspector and Senior Transportation Planner. Travel expenses will be paid in accordance with Department of Personnel Administration regulations: Title 2, California Administrative Code, Chapter 3, Subchapter 1, Article 2.

Vehicle's inspected at the manufacturer's plants, which do not comply with the specifications, will not be approved for delivery. Twenty (20) calendar days will be allowed to correct all deficiencies. Additional inspection trip's for compliance will be at the expense of the Contractor at the rates detailed above.

SERVICE: Prior to delivery, each vehicle shall be inspected and serviced by the Contractor or by an authorized dealer of the manufacturer in a service shop within the State of California. The service shall include not less than the following:

1. Complete lubrication of chassis, engine and operating mechanisms with manufacturer's recommended grades of lubricants.
2. Check all fluid levels and fill as necessary. This inspection must include engine oil, hydraulic oil, transmission fluid, coolant level and mixture, battery levels, brake fluid differential oil, washer fluid.
3. Complete wash and detail of the vehicle prior to delivery and inspection.
4. A four wheel alignment at final point of inspection is required. Wheel alignment must take place after delivery to the FOB destination and documentation of alignment settings for camber, caster and toe-in settings shall be furnished for the final inspection and must accompany delivery documentation to purchaser. Alignment information must include vehicle identification number.
5. Full tank of fuel at the F.O.B. point.
6. Alignment of headlights.
7. Check to insure proper operation of all accessories, gauges, lights and mechanical and hydraulic features. Particular attention shall be given to door alignment, lift operation, weather-stripping, hardware, paint condition and tagging of cooling system.
8. A copy of the pre-delivery inspection and all subsequent inspections by contract inspectors to be provided to the receiving agency upon delivery.
9. A certified four corner weight certificate to show the "as built" weight of the vehicle must be provided to purchaser for each vehicle. The vehicle must be full of fuel and all fluids and weighed with all equipment installed. The weight certificate must be included with the bus and available for review at time of inspection.
10. Cleaning of vehicle, and removal of all unnecessary stickers.

ACCEPTANCE: Final acceptance will be made upon delivery of acceptable products complying with the specifications at the designated locations in the purchase order and signature of acceptance by the agency listed on the purchase order.

Acceptance of delivery or placement in operation of any equipment shall not release the manufacturer from liability for faulty design, workmanship, or materials appearing even after final payment has been made.

VEHICLE REGISTRATION DOCUMENTS REQUIRED: The Contractor shall register all vehicles. A certification of compliance for vehicle emissions must be supplied at the time of delivery of each unit.

GENERAL: All equipment cataloged as standard for the basic vehicle, unless superseded by these specifications, must be furnished and included in the purchase price of each vehicle. Complete printed specifications, published literature, and photos, or illustrations of the basic unit or units that the bidder proposes to furnish with this bid must accompany each bid.

Bids will not be considered if the Contractor's designated F.O.B. delivery destination is other than that stated in the invitation to bid.

Bids will be considered only from a manufacturer having a California representative carrying an adequate supply of repair parts in the State of California. This representative shall have the capability of performing all warranty work in the State of California.

Bidder must furnish evidence with the bid that they hold a valid distributor agreement from the bus manufacturer or is the bus manufacturer.

The manufacturer shall provide full and competent engineering services to handle any, and correct all, problems associated with the performance of this equipment. At least one qualified service representative shall be available to render prompt service.

All equipment/options are to be factory installed. If the equipment/options are not available for factory installation, dealer installed equipment/accessories may be acceptable to meet the specifications. Any component added to the vehicle by the dealer must meet manufacturers approved instructions for additions. The bidder must specify in the bid those items that will be dealer installed.

Modifications to the vehicles may be performed by final-stage manufacturers only if National Highway Traffic Safety Administration certifies them and registered to manufacture or alter vehicles in accordance with the Code of Federal Regulations, Title 49, Parts 567-568. In addition, all modifications must be in accordance with the OEM guidelines for building on an incomplete chassis. The chassis may not be modified to alter the wheelbase. The vehicle manufacturer must be ISO 9001 certified and a copy of the certifications must be submitted with the bid documents.

Due to the critical nature of this product, the requirements of these regulations and standards will be strictly enforced. It is the **Contractor's responsibility to obtain current copies of the regulations for bidding and/or construction purposes.**

The Contractor is required to provide certification affixed to each vehicle that each unit meets or exceeds all State and Federal requirements as of the date of manufacture. CARB (California Air Resources Board) re-certification must be supplied for any components not supplied with the OEM chassis that effects the fuel or exhaust system.

The final-stage manufacturer will be required to provide all test data, drawings, etc., relating to the certification of the vehicle as an accessible vehicle.

Upon delivery, it shall be the supplier's responsibility to provide any evidence necessary that the product fully meets all requirements of this set of specifications.

INCOMPLETE CHASSIS ALTERATION: No alteration by a manufacturer to increase the chassis manufacturers stated GVWR will be allowed. In no case shall the chassis be modified to alter the wheelbase.

TRAINING SESSION (S): The Contractor, at their expense, shall provide a qualified service representative to provide training for operators and or, mechanics on the new vehicles when requested by the agency or procurement agent. The training shall consist of a combination of audio-visual aids and hands-on operation for the operators. The training will be held at the ship to location.

The training session shall provide, at a minimum, the following information:

- a. Operation of the bus/minivan.
- b. Review of shipping documents
- c. Lift/ramp operation and maintenance
- d. Air conditioning maintenance
- e. Warranty procedures (coverage and reimbursement)
- f. Specialty options information (i.e. Brake Retarder operation, echo vision)
- g. Driver operated controls
- h. Occupant restraint and securement system
- i. Preventative Maintenance
- j. Safety Procedures (emergency exits)

TRAINING VIDEO: Upon vehicle delivery, the successful bidder shall provide each recipient agency with a professionally made, technical training video. The video shall be no more than 30 minutes. Video shall be provided to Caltrans for review one month before preproduction meeting for approval.

- a) Video Scope: The video shall review proper functional use of the vehicle, accessories, and options, including, but not limited to, proper techniques for deploying lift, mobility aid securement, opening/closing and maintenance of doors, operation of folding seat, etc.
- b) Warranty Coverage: The video shall cover vendor warranty procedures, both chassis and conversion. Conversion warranty locations, contacts, and telephone numbers shall be identified.
- c) Video Script, Draft and Approval: two months prior to the preproduction meeting, a video script shall be drafted and submitted to Caltrans for approval. Once approved, a video draft shall be filmed and approved by Caltrans prior to final production.

QUALITY OF MATERIALS: Whenever, under the contract documents, it is provided that the Contractor shall furnish materials or manufactured articles or shall do work for which no detailed specifications are set forth, the materials or manufactured article shall be of the best grade in quality and workmanship obtainable in the market from firms of established good reputation.

Welding procedures and materials shall be in accordance with standards of the American Society of Testing Materials and the American Welding Society. All visible welds shall be ground smooth. Where metal is welded, the contact surface shall be free of scale, spatter, and grease and shall be treated to preclude rusting.

INVOICE PAYMENTS: Manufacturers invoice(s) submitted to the agency identified on the purchase order for payment must include the tax exemption for handicapped equipment (California Revenue and Taxation Code Section 6394.4).

TIRE TAX: As a result of Senate Bill 876, effective January 1, 2001 there is a new Tire Tax that applies to new tires on new and used vehicles when those vehicles are leased, rented, or sold. Specifically the fee applies to new tires provided with

- A new or used motor vehicle (including spare tire)

- New or used construction equipment, or
- New or used farm equipment

When a vehicle is sold with new tires, the fee is due upon the retail sale of the vehicle. This new fee will be added to the invoice for all vehicles sold under this contract.

13.0 BIDDER'S CERTIFICATIONS

This certifications shall be completed and submitted with the bid. Non-Submittal of the certifications may be cause for rejection of the bid.

LEGAL ASPECTS

1. The unit(s) will be delivered completely assembled and ready to operate.
2. Approximate delivery date will be 180 Days ARO.
3. Only new components, parts and models in current production, which are cataloged by the manufacturer's published literature and printed specifications, are currently available, will be considered.
4. Vehicle, equipment, accessories and modifications furnished to meet these specifications shall conform to the provisions of the California Vehicle Code, Federal Motor Vehicle Safety Standards, the California Code of Regulations, Title 13, Motor Carrier Safety Regulations, California Emissions Standards and the American's With Disabilities Act.
5. The warranty of each unit shall include chassis, engine, drive train, modifications, etc., and shall start from the date the purchaser puts the unit into service.
6. Bidder shall describe his policy on warranties, both on workmanship and material, as applying to this equipment. Bidder shall assume responsibility and warranty for materials and accessories used in the vehicle(s), whether the same are made by the bidder or purchased from an outside source. Warranty must include provisions for having warranty work performed by other parties in lieu of the bidder.
7. There shall be a minimum 36,000-mile or three-year warranty on all parts, labor and equipment.
8. The agency shall retain the right to have an authorized inspector in the manufacturer's plant and/or his subcontractor's plant or plants to insure proper performance under the terms of the contract for compliance with the specifications and terms of the purchase order.
9. Bid must remain in effect for sixty days from the date of bid opening.



Anthony Matijevich - Creative Bus Sales, Inc.

Signature of Authorized Officer

13501 Benson Ave.

Address

Chino, CA 91710

City, State, Zip Code

CIVIL RIGHTS REQUIREMENTS

- (1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
 - (a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S.DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq. (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - (b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - (c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

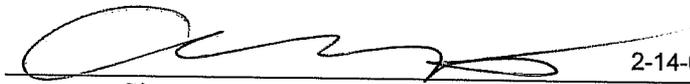
CERTIFICATION OF COMPLIANCE WITH THE

AMERICANS WITH DISABILITIES ACT OF 1990

The Proposer hereby certifies that it shall comply with all requirements contained in 49 CFR 37, Transportation Services for Individuals with Disabilities (ADA) as it relates to bus design or special equipment as provided in the Vehicle Specifications and Bid Requirements for Paratransit Buses.

Anthony Matijevec, President

Name and Title of Authorized Representative

 _____
Signature Date

BIDDER'S CERTIFICATION OF "BUY AMERICA" COMPLIANCE

The Contractor agrees to comply with 49 U.S.C. 5323 (j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless 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 CFR 661.7 and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The bidder must attach documentation that supports the information provided below.

<u>COMPONENT</u>	<u>MANUFACTURER</u>	<u>COUNTRY OF ORIGIN</u>	<u>PERCENTAGE OF VEHICLE COST</u>
Engine			
Transmission	See Following Pages For	Documentation	
Front Axle Assemblies			
Rear Axle Assemblies			
Drive Shaft Assemblies			
Front Suspension			
Rear Suspension			
Air Compressor and			

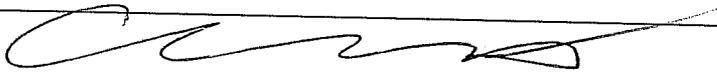
State of California

BUY AMERICA COMPLIANCE

**Certification requirement for procurement of buses, other rolling stock and associated equipment.
Certification of Compliance with 49 U.S.C. 5323(j)(2)(C)**

The bidder hereby certifies that it complies with the Buy America requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations set forth in 49 CFR Part 661.

Date 2-14-06

Signature  _____
Anthony Matijevich

Company Name Creative Bus Sales, Inc.

Title President

Certification of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder hereby certifies that it cannot comply with the Buy America requirements of 49 U.S.C. 5323(j)(2)(C) but may qualify for an exception pursuant to U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations set forth in 49 CFR Part 661.7.

Date _____

Signature _____

Company Name _____

Title _____

BUY AMERICA COMPLIANCE

**Certification requirement for procurement of buses, other rolling stock and associated equipment.
Certification of Compliance with 49 U.S.C. 5323(j)(2)(C)**

The bidder hereby certifies that it complies with the Buy America requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations set forth in 49 CFR Part 661.

Date February 1st. 2006

Signature *Michael J. Compt*

Company Name Eldorado National

Title Regional Sales Manager

Certification of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder hereby certifies that it cannot comply with the Buy America requirements of 49 U.S.C. 5323(j)(2)(C) but may qualify for an exception pursuant to U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations set forth in 49 CFR Part 661.7.

Date _____

Signature _____

Company Name _____

Title _____

**BIDDER'S CERTIFICATION
BUY AMERICA**

PRE - AWARD AUDIT

**ELDORADO NATIONAL AEROLITE 210
FOR
CALTRANS**

Pursuant to 49 CFR Part 661, no funds shall be obligated under Federal Mass Transit Act of 1964, as amended or the Surface Transportation Assistance Act of 1982, as amended, unless steel and a manufactured product used in such products are produced in the United States.

COMPONENT	MANUFACTURER	COUNTRY OF ORIGIN	PERCENTAGE OF TOTAL VEHICLE COST
*Chassis	Ford Motor Co.	US	45.2180%
*Base Body	EIDorado National	US	20.0348%
*Alternator	N/A		0.0000%
and electronic systems			0.0000%
Fast Idle	N/A		0.0000%
Engine Shut-Down	Motogard	INCL'D. IN CHASSIS PRICE	0.0000%
Battery System	N/A		0.0000%
*Air conditioning compressor assemblies	Ford Motor Co.	INCL'D. IN CHASSIS PRICE	0.0000%
*Air conditioning evaporator/condenser assemblies	Carrier A/C	US	5.7676%
*Heating systems	ProAir	US	0.5262%
*Passenger seats	Freedman Seating Co.	US	2.3941%
*Flip Seats	N/A		0.0000%
*Driver's seat assemblies	Recaro	US	2.4892%
*Entrance Door assemblies	EIDorado National	US	0.0000%
Lift Door	EIDorado National	US	0.2024%
Exit Door	N/A		1.1940%
*Door control assemblies	A&M Systems	US	0.0000%
*Front and rear bumper assemblies	EIDorado National	INCL'D. IN CHASSIS PRICE	0.2934%
	Romeo Rim	US	0.0000%
*Suspension	Mor/Ryde	US	2.2969%
*Lift Assembly	Braun	US	1.4571%
*Restraints	Q-Straint	US	6.4152%
*Chassis electrical	Intermotive	US	1.9225%
			1.5987%
			0.0000%
TOTAL			90.2113%

The following is a description of the actual location of the final assembly point including a description of the activities that will take place at the final assembly point and the cost of final assembly:

The actual location of the final assembly point shall be: 1655 Wall Street, Salina, KS 67401

Description and activities are as follows:

- Cab-chassis is modified to receive the vehicle body
- Brake Retarder Installed
- Steel sub-frame is fabricated and attached to chassis
- Flooring is installed on the sub-frame
- Body is attached to chassis sub-frame and floor
- Windows are installed
- Doors are installed
- Electrical wiring harness is installed
- Interior paneling and equipment finished out
- Air conditioning installed
- Lift installed and tested
- Seats installed
- Tie-downs installed
- Final finish functions performed:

- Exterior paint and markings applied
- Quality control and final testing performed
- Vehicle readied for shipment

COST OF FINAL ASSEMBLY

\$4,837.00

Upon written request to the Federal Transit Administration, the Contractor may request a waiver of the above provision. Such a waiver may be granted if FTA determines that:

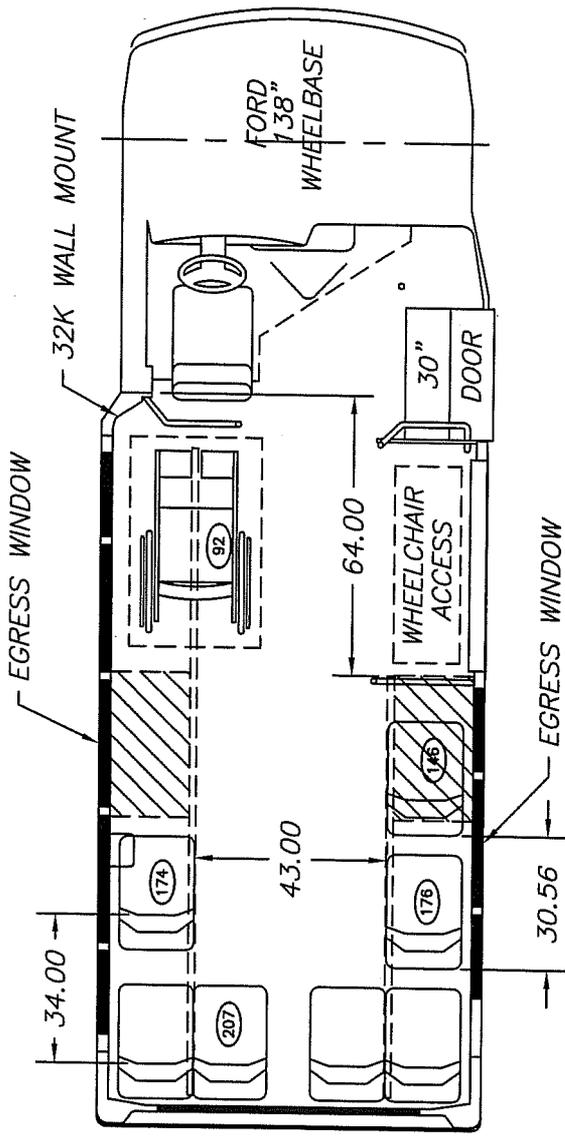
- A. Their application would be inconsistent with public interest.
- B. Such matters and products are not produced in the United States in sufficient and reasonably available quantities and of satisfactory quality.
- C. In the case of the procurement of bus or other rolling stock (including train control equipment, communication equipment and traction power equipment) under the Federal Mass Transit Act of 1964, as amended, that (a) the cost of all components which are produced in the United States is more than 60 percent of the cost of components of the bus or equipment described in this paragraph, and (b) final assembly of the bus or equipment described in this paragraph has taken place in the United States.
- D. The inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent in the case of projects for the acquisition of rolling stock and 25 percent in the cost of all other projects. For purposes of this section in calculating costs, labor costs involved in final assembly shall not be included in the calculations.

The bidder certifies that it complies with the Buy America requirements of Section 165 (b) (3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations set forth in 49 CFR Part 661.11.

By:
Title
Manufacturer:
Date:

Darrin Hendrixson
Contract Administrator
EIDorado National Co.
February 9, 2006

LEGEND
 (95) = C/L FRONT AXLE TO PASS C.G.



Eldorado National
 — a THOR company —
 1655 WALL STREET
 SALINA, KS. 67401

TITLE:
 AEROLITE 210
 30" ENTRY DOOR / WC DOOR (FRONT)

MATERIAL SPEC:
 "LONG BODY" / 141" SW

PART NUMBER
 AL2107-DH02

RELEASE #
 1 OF 1

REV.	BY	DATE	DESCRIPTION	RELEASE #
-	BIM	2/7/06	RELEASE TO PRODUCTION	

DRAWING INFORMATION	
DRAWN: JMG/GUILLAN	CKD:
DATE: 2/7/06	SIZE: A
SCALE: 1/42	WGT:
TOLERANCE UNLESS SPECIFIED	
FRACTIONS ± 1/16	
DECIMALS .00 ± .06	
ANGLES + 1 DEG.	

THIS DRAWING IS THE PROPERTY OF ELDOORADO NATIONAL COMPANY, A THOR INDUSTRIES COMPANY AND IS NOT TO BE DUPLICATED OR USED IN ANY WAY DETRIMENTAL TO THEIR BEST INTEREST.

REV. 02/02

**BIDDER'S CERTIFICATION
BUY AMERICA**

PRE - AWARD AUDIT

**ELDORADO NATIONAL AEROLITE 200
FOR
CALTRANS**

Pursuant to 49 CFR Part 661, no funds shall be obligated under Federal Mass Transit Act of 1964, as amended or the Surface Transportation Assistance Act of 1982, as amended, unless steel and a manufactured product used in such products are produced in the United States.

COMPONENT	MANUFACTURER	COUNTRY OF ORIGIN	PERCENTAGE OF TOTAL VEHICLE COST
*Chassis	Ford Motor Co.	US	44.9433%
*Base Body	EIDorado National	US	19.7120%
*Alternator	N/A		0.0000%
and electronic systems			0.0000%
Fast Idle	N/A		0.0000%
Engine Shut-Down	Motogard	INCL'D. IN CHASSIS PRICE	0.0000%
Battery System	N/A		0.0000%
*Air conditioning compressor assemblies	Ford Motor Co.	INCL'D. IN CHASSIS PRICE	0.0000%
*Air conditioning evaporator/condenser assemblies	Carrier A/C	US	5.7326%
*Heating systems	ProAir	US	0.4727%
*Passenger seats	Freedman Seating Co.	US	3.4194%
*Flip Seats	N/A		0.0000%
*Driver's seat assemblies	Recaro	US	2.4741%
*Entrance Door assemblies	EIDorado National	US	0.0000%
Lift Door	EIDorado National	US	0.2011%
Exit Door	N/A		1.1867%
*Door control assemblies	A&M Systems	US	0.0000%
*Front and rear bumper assemblies	EIDorado National	INCL'D. IN CHASSIS PRICE	0.2917%
*Suspension	Romeo Rim	US	0.0000%
*Lift Assembly	Mor/Ryde	US	2.2830%
*Restraints	Braun	US	1.4482%
*Chassis electrical	Q-Straint	US	6.3762%
	Intermotive	US	1.9109%
			1.5890%
			0.0000%
TOTAL			90.4518%

The following is a description of the actual location of the final assembly point including a description of the activities that will take place at the final assembly point and the cost of final assembly:

The actual location of the final assembly point shall be: 1655 Wall Street, Salina, KS 67401

Description and activities are as follows:

Cab-chassis is modified to receive the vehicle body
Brake Retarder Installed
Steel sub-frame is fabricated and attached to chassis
Flooring is installed on the sub-frame
Body is attached to chassis sub-frame and floor
Windows are installed
Doors are installed
Electrical wiring harness is installed
Interior paneling and equipment finished out
Air conditioning installed
Lift installed and tested
Seats installed
Tie-downs installed
Final finish functions performed:

Exterior paint and markings applied
Quality control and final testing performed
Vehicle readied for shipment

COST OF FINAL ASSEMBLY

\$4,747.00

Upon written request to the Federal Transit Administration, the Contractor may request a waiver of the above provision. Such a waiver may be granted if FTA determines that:

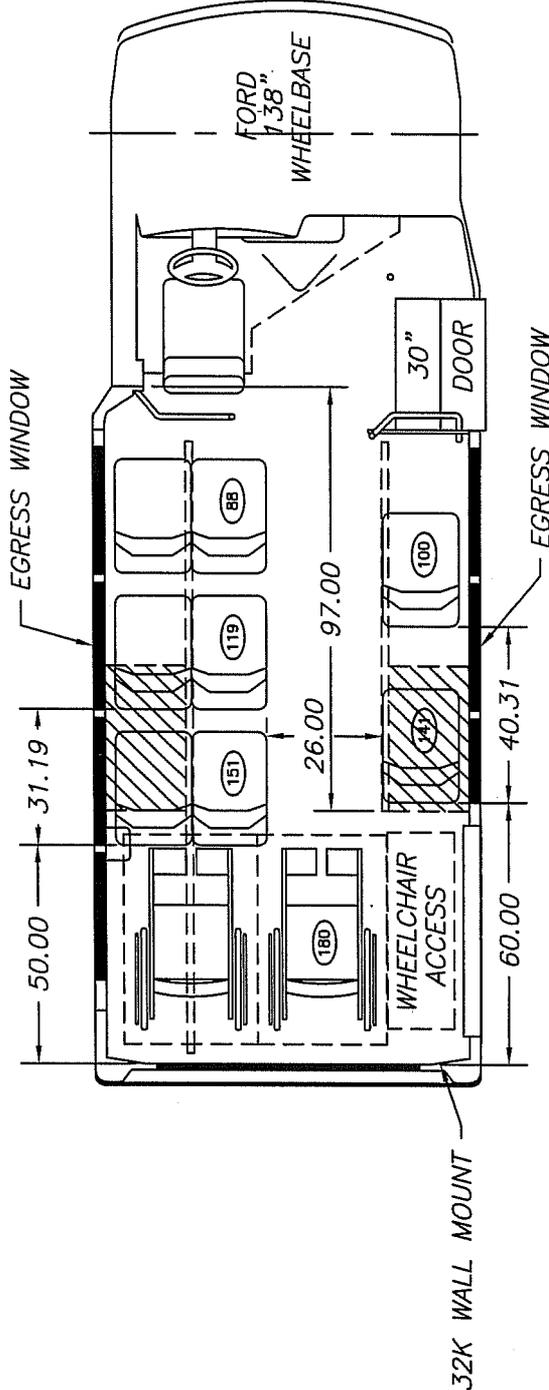
- A. Their application would be inconsistent with public interest.
- B. Such matters and products are not produced in the United States in sufficient and reasonably available quantities and of satisfactory quality.
- C. In the case of the procurement of bus or other rolling stock (including train control equipment, communication equipment and traction power equipment) under the Federal Mass Transit Act of 1964, as amended, that (a) the cost of all components which are produced in the United States is more than 60 percent of the cost of components of the bus or equipment described in this paragraph, and (b) final assembly of the bus or equipment described in this paragraph has taken place in the United States.
- D. The inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent in the case of projects for the acquisition of rolling stock and 25 percent in the cost of all other projects. For purposes of this section in calculating costs, labor costs involved in final assembly shall not be included in the calculations.

The bidder certifies that it complies with the Buy America requirements of Section 165 (b) (3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations set forth in 49 CFR Part 661.11.

By:
Title
Manufacturer:
Date:

Darrin Hendrixson
Contract Administrator
EIDorado National Co.
February 9, 2006

LEGEND
 (55) = C/L FRONT AXLE TO PASS C.G.



Eldorado National
 — a THOR company —
 1655 WALL STREET
 SALINA, KS. 67401

TITLE:
 AEROLITE 200
 30" ENTRY DOOR / WC DOOR (REAR)
 MATERIAL SPEC:

PART NUMBER
 AL2010-DH03

RELEASE #

PAGE
 1 of 1

REV.	BY	DATE	DESCRIPTION
-	BJM	2/7/06	RELEASE TO PRODUCTION

DRAWING INFORMATION
 DRAWN: McQUILLAN CKD:
 DATE: 2/7/06
 SCALE: 1/42
 SIZE: A
 WGT:
 TOLERANCE UNLESS SPECIFIED
 FRACTIONS ± 1/16
 DECIMALS .00 ± .06
 ANGLES + 1 DEG.

NEXT ASSEMBLY: NONE
 SUPERCEDES: NONE
 DO NOT SCALE DRAWING
 MARK PART NUMBER AND REVISION ON ALL PARTS
 THIS DRAWING IS THE PROPERTY OF EL Dorado NATIONAL COMPANY, A THOR INDUSTRIES COMPANY AND IS NOT TO BE DUPLICATED OR USED IN ANY WAY DETRIMENTAL TO THEIR BEST INTEREST.
 REV. 02/02

**BIDDER'S CERTIFICATION
BUY AMERICA**

PRE - AWARD AUDIT

**ELDORADO NATIONAL AEROLITE 210
FOR
CALTRANS**

Pursuant to 49 CFR Part 661, no funds shall be obligated under Federal Mass Transit Act of 1964, as amended or the Surface Transportation Assistance Act of 1982, as amended, unless steel and a manufactured product used in such products are produced in the United States.

COMPONENT	MANUFACTURER	COUNTRY OF ORIGIN	PERCENTAGE OF TOTAL VEHICLE COST
*Chassis	Chevrolet	US	43.4744%
*Base Body	EIDorado National	US	20.3123%
*Alternator	N/A		0.0000%
and electronic systems			0.0000%
Fast Idle	N/A		0.0000%
Engine Shut-Down	Motogard	INCL'D. IN CHASSIS PRICE	0.0000%
Battery System	N/A		0.0000%
*Air conditioning			0.0000%
compressor assemblies	Chevrolet	INCL'D. IN CHASSIS PRICE	0.0000%
*Air conditioning			0.0000%
evaporator/condenser			0.0000%
assemblies	Carrier A/C	US	5.8475%
*Heating systems	ProAir	US	0.5335%
*Passenger seats	Freedman Seating Co.	US	3.3710%
*Flip Seats	N/A		0.0000%
*Driver's seat assemblies	Recaro	US	2.5236%
*Entrance Door			0.0000%
assemblies	EIDorado National	US	0.2052%
Lift Door	EIDorado National	US	1.2105%
Exit Door	N/A		0.0000%
*Door control assemblies	A&M Systems	US	0.2975%
*Front and rear bumper	EIDorado National	INCL'D. IN CHASSIS PRICE	0.0000%
assemblies	Romeo Rim	US	2.3287%
*Suspension	Mor/Ryde	US	1.4773%
*Lift Assembly	Braun	US	6.5040%
*Restraints	Q-Straint	US	1.9492%
*Chassis electrical	Intermotive	US	1.6209%
			0.0000%
	TOTAL		90.0347%

The following is a description of the actual location of the final assembly point including a description of the activities that will take place at the final assembly point and the cost of final assembly:

The actual location of the final assembly point shall be: 1655 Wall Street, Salina, KS 67401

Description and activities are as follows:

Cab-chassis is modified to receive the vehicle body
Brake Retarder Installed
Steel sub-frame is fabricated and attached to chassis
Flooring is installed on the sub-frame
Body is attached to chassis sub-frame and floor
Windows are installed
Doors are installed
Electrical wiring harness is installed
Interior paneling and equipment finished out
Air conditioning installed
Lift installed and tested
Seats installed
Tie-downs installed
Final finish functions performed:

Exterior paint and markings applied
Quality control and final testing performed
Vehicle readied for shipment

COST OF FINAL ASSEMBLY

\$4,857.00

Upon written request to the Federal Transit Administration, the Contractor may request a waiver of the above provision. Such a waiver may be granted if FTA determines that:

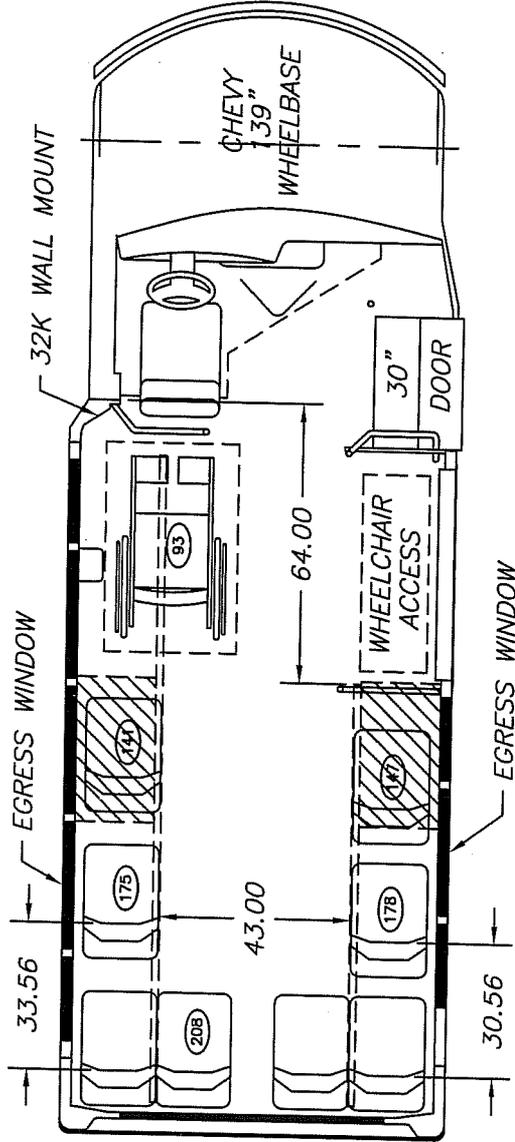
- A. Their application would be inconsistent with public interest.
- B. Such matters and products are not produced in the United States in sufficient and reasonably available quantities and of satisfactory quality.
- C. In the case of the procurement of bus or other rolling stock (including train control equipment, communication equipment and traction power equipment) under the Federal Mass Transit Act of 1964, as amended, that (a) the cost of all components which are produced in the United States is more than 60 percent of the cost of components of the bus or equipment described in this paragraph, and (b) final assembly of the bus or equipment described in this paragraph has taken place in the United States.
- D. The inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent in the case of projects for the acquisition of rolling stock and 25 percent in the cost of all other projects. For purposes of this section in calculating costs, labor costs involved in final assembly shall not be included in the calculations.

The bidder certifies that it complies with the Buy America requirements of Section 165 (b) (3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations set forth in 49 CFR Part 661.11.

By:
Title
Manufacturer:
Date:

Darrin Hendrixson
Contract Administrator
EIDorado National Co.
February 9, 2006

LEGEND
 (95) = C/L FRONT AXLE TO PASS C.G.



Eldorado National — a THOR company —  1655 WALL STREET SALINA, KS. 67401	
TITLE: AEROLITE 210 30" ENTRY DOOR / WC DOOR (FRONT)	
MATERIAL SPEC: "LONG BODY" / 141" SW	
PART NUMBER ALC2107-DH03	RELEASE # 1 OF 1
REV. BY DATE DESCRIPTION	- BUM 2/7/06 RELEASE TO PRODUCTION
MARK PART NUMBER AND REVISION ON ALL PARTS	- BUM 2/7/06 RELEASE TO PRODUCTION
THIS DRAWING IS THE PROPERTY OF ELDORADO NATIONAL COMPANY, A THOR INDUSTRIES COMPANY AND IS NOT TO BE DUPLICATED OR USED IN ANY WAY DETRIMENTAL TO THEIR BEST INTEREST.	- BUM 2/7/06 RELEASE TO PRODUCTION
REV. 02/02	- BUM 2/7/06 RELEASE TO PRODUCTION
DO NOT SCALE DRAWING	- BUM 2/7/06 RELEASE TO PRODUCTION
DATE: 2/7/06	- BUM 2/7/06 RELEASE TO PRODUCTION
SCALE: 1/42	- BUM 2/7/06 RELEASE TO PRODUCTION
SIZE: A	- BUM 2/7/06 RELEASE TO PRODUCTION
WGT:	- BUM 2/7/06 RELEASE TO PRODUCTION
TOLERANCE UNLESS SPECIFIED	- BUM 2/7/06 RELEASE TO PRODUCTION
FRACTIONS ± 1/16	- BUM 2/7/06 RELEASE TO PRODUCTION
DECIMALS .00 ± .06	- BUM 2/7/06 RELEASE TO PRODUCTION
ANGLES ± 1 DEG.	- BUM 2/7/06 RELEASE TO PRODUCTION
DRAWING INFORMATION	- BUM 2/7/06 RELEASE TO PRODUCTION
DRAWN: MCGUILLAN	- BUM 2/7/06 RELEASE TO PRODUCTION
CKD:	- BUM 2/7/06 RELEASE TO PRODUCTION
REV. 02/02	- BUM 2/7/06 RELEASE TO PRODUCTION
NEXT ASSEMBLY: NONE	- BUM 2/7/06 RELEASE TO PRODUCTION
SUPERCEDES: NONE	- BUM 2/7/06 RELEASE TO PRODUCTION

**BIDDER'S CERTIFICATION
BUY AMERICA**

PRE - AWARD AUDIT

**ELDORADO NATIONAL AEROLITE 210
FOR
CALTRANS**

Pursuant to 49 CFR Part 661, no funds shall be obligated under Federal Mass Transit Act of 1964, as amended or the Surface Transportation Assistance Act of 1982, as amended, unless steel and a manufactured product used in such products are produced in the United States.

COMPONENT	MANUFACTURER	COUNTRY OF ORIGIN	PERCENTAGE OF TOTAL VEHICLE COST
*Chassis	Chevrolet	US	39.0927%
*Base Body	EIDorado National	US	18.2650%
*Alternator	N/A	US	1.1070%
and electronic systems			0.0000%
Fast Idle	N/A	US	0.5074%
Engine Shut-Down	N/A		0.0000%
Battery System	N/A	US	0.0000%
*Air conditioning			0.0000%
compressor assemblies	Chevrolet	INCL'D. IN CHASSIS PRICE	0.0000%
*Air conditioning			0.0000%
evaporator/condenser			0.0000%
assemblies	Carrier Air Conditioning	US	5.2581%
*Heating systems	ProAir	US	0.4336%
*Passenger seats	Freedman Seating Co.	US	3.1364%
*Flip Seats	N/A		0.0000%
*Driver's seat assemblies	Recaro	US	2.2693%
*Chassis electrical	Intermotive	US	1.4575%
*Entrance Door			0.0000%
assemblies	EIDorado National	US	0.1845%
Lift Door	EIDorado National	US	1.0885%
Exit Door	N/A		0.0000%
*Door control assemblies	A&M Systems	US	0.2675%
*Front and rear bumper	Chevrolet	INCL'D. IN CHASSIS PRICE	0.0000%
assemblies	Romeo Rim	US	2.0940%
*Lift Assembly	Ricon	US	5.8300%
*Restraints	Q'Straint	US	1.7527%
			0.0000%
			0.0000%
	TOTAL		82.7442%

The following is a description of the actual location of the final assembly point including a description of the activities that will take place at the final assembly point and the cost of final assembly:

The actual location of the final assembly point shall be: 1655 Wall St., Salina, KS 67401

Description and activities are as follows:

Cab-chassis is modified to receive the vehicle body
Brake Retarder Installed
Steel sub-frame is fabricated and attached to chassis
Flooring is installed on the sub-frame
Body is attached to chassis sub-frame and floor
Windows are installed
Doors are installed
Electrical wiring harness is installed
Interior paneling and equipment finished out
Air conditioning installed
Lift installed and tested
Seats installed
Tie-downs installed
Final finish functions performed:

Exterior paint and markings applied
Quality control and final testing performed
Vehicle readied for shipment

COST OF FINAL ASSEMBLY

\$9,353.00

Upon written request to the Federal Transit Administration, the Contractor may request a waiver of the above provision. Such a waiver may be granted if FTA determines that:

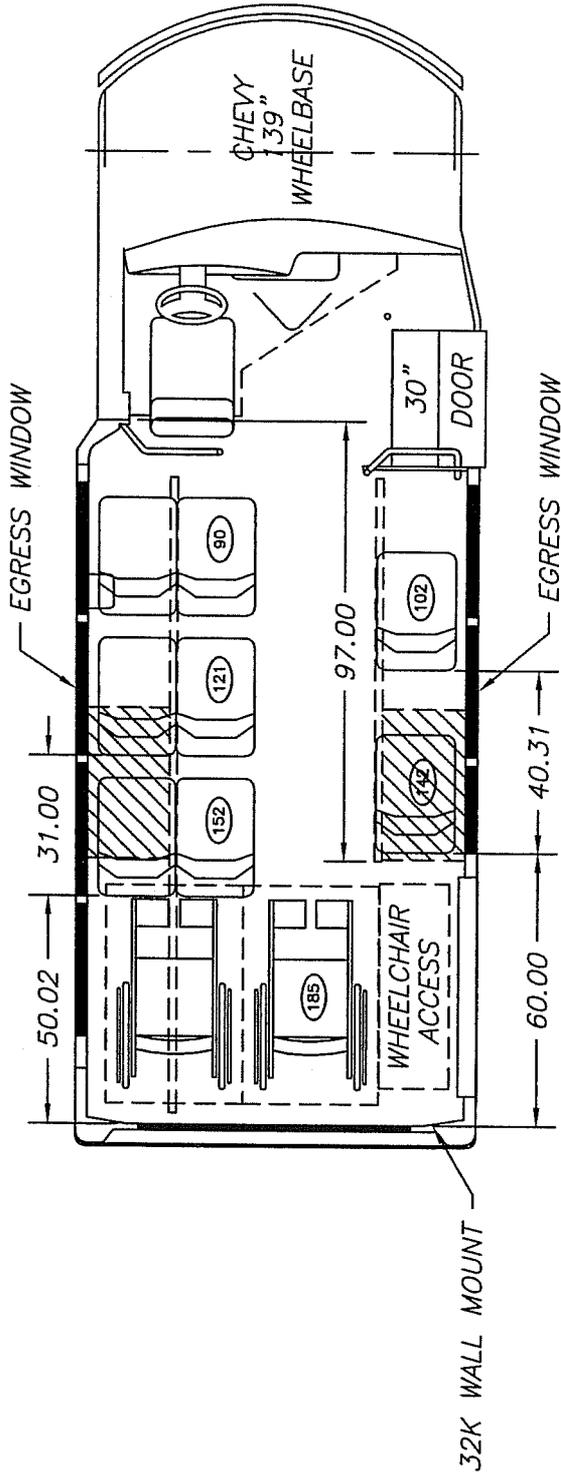
- A. Their application would be inconsistent with public interest.
- B. Such matters and products are not produced in the United States in sufficient and reasonably available quantities and of satisfactory quality.
- C. In the case of the procurement of bus or other rolling stock (including train control equipment, communication equipment and traction power equipment) under the Federal Mass Transit Act of 1964, as amended, that (a) the cost of all components which are produced in the United States is more than 60 percent of the cost of components of the bus or equipment described in this paragraph, and (b) final assembly of the bus or equipment described in this paragraph has taken place in the United States.
- D. The inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent in the case of projects for the acquisition of rolling stock and 25 percent in the cost of all other projects. For purposes of this section in calculating costs, labor costs involved in final assembly shall not be included in the calculations.

The bidder certifies that it complies with the Buy America requirements of Section 165 (b) (3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations set forth in 49 CFR Part 661.11.

By:
Title
Manufacturer:
Date:

Darrin Hendrixson
Contract Administrator
EIDorado National Co.
February 15, 2006

35 = C/L FROM AXLE TO PASS C.G.



Eldorado National



— a THOR company — 1655 WALL STREET SALINA, KS. 67401

TITLE: AEROLITE 200

30" ENTRY DOOR / WC DOOR (REAR)

MATERIAL SPEC:

PART NUMBER

ALC2010—

PAGE

1 OF 1

REV.	BY	DATE	DESCRIPTION	RELEASE #
-	BJM		RELEASE TO PRODUCTION	

DRAWING INFORMATION

DRAWN: McQUILLAN CKD:

DATE: SCALE: 1/42

SIZE: A WGT:

TOLEANCE UNLESS SPECIFIED

FRACTIONS ± 1/16

DECIMALS .00 ± .06

ANGLES + 1 DEG.

NEXT ASSEMBLY: NONE
 SUPERCEDES: NONE
 DO NOT SCALE DRAWING
 MARK PART NUMBER AND REVISION ON ALL PARTS
 THIS DRAWING IS THE PROPERTY OF ELDERADO NATIONAL COMPANY, A THOR INDUSTRIES COMPANY AND IS NOT TO BE DUPLICATED OR USED IN ANY WAY DETRIMENTAL TO THEIR BEST INTEREST.
 REV. 02/02

**BIDDER'S CERTIFICATION
BUY AMERICA**

PRE - AWARD AUDIT

**ELDORADO NATIONAL AEROTECH 200
FOR
CALTRANS**

Pursuant to 49 CFR Part 661, no funds shall be obligated under Federal Mass Transit Act of 1964, as amended or the Surface Transportation Assistance Act of 1982, as amended, unless steel and a manufactured product used in such products are produced in the United States.

COMPONENT	MANUFACTURER	COUNTRY OF ORIGIN	PERCENTAGE OF TOTAL VEHICLE COST
*Chassis	Ford Motor Co.	US	44.4542%
*Base Body	EIDorado National	US	19.6197%
*Alternator	N/A		0.0000%
and electronic systems			0.0000%
Fast Idle	N/A		0.0000%
Engine Shut-Down	Motogard	INCL'D. IN CHASSIS PRICE	0.0000%
Battery System	N/A		0.0000%
*Air conditioning compressor assemblies	Ford Motor Co.	INCL'D. IN CHASSIS PRICE	0.0000%
*Air conditioning evaporator/condenser assemblies			0.0000%
*Heating systems	Carrier A/C	US	5.2258%
*Passenger seats	ProAir	US	0.4309%
*Flip Seats	Freedman Seating Co.	US	3.2015%
*Driver's seat assemblies	Freedman Seating Co.	US	1.0910%
*Entrance Door assemblies	Recaro	US	2.2553%
Lift Door	EIDorado National	US	0.0000%
Exit Door	EIDorado National	US	0.1834%
	N/A		1.0818%
*Door control assemblies	A&M Systems	US	0.0000%
*Front and rear bumper assemblies	EIDorado National	INCL'D. IN CHASSIS PRICE	0.4492%
*Suspension	Romeo Rim	US	0.0000%
*Lift Assembly	Mor/Ryde	US	2.1728%
*Restraints	Braun	US	1.4302%
*Chassis electrical	Q-Straint	US	5.8126%
	Intermotive	US	1.7419%
			1.4486%
			0.0000%
TOTAL			89.1505%

The following is a description of the actual location of the final assembly point including a description of the activities that will take place at the final assembly point and the cost of final assembly:

The actual location of the final assembly point shall be: 1655 Wall Street, Salina, KS 67401

Description and activities are as follows:

Cab-chassis is modified to receive the vehicle body
Brake Retarder Installed
Steel sub-frame is fabricated and attached to chassis
Flooring is installed on the sub-frame
Body is attached to chassis sub-frame and floor
Windows are installed
Doors are installed
Electrical wiring harness is installed
Interior paneling and equipment finished out
Air conditioning installed
Lift installed and tested
Seats installed
Tie-downs installed
Final finish functions performed:

Exterior paint and markings applied
Quality control and final testing performed
Vehicle readied for shipment

COST OF FINAL ASSEMBLY

\$5,917.00

Upon written request to the Federal Transit Administration, the Contractor may request a waiver of the above provision. Such a waiver may be granted if FTA determines that:

- A. Their application would be inconsistent with public interest.
- B. Such matters and products are not produced in the United States in sufficient and reasonably available quantities and of satisfactory quality.
- C. In the case of the procurement of bus or other rolling stock (including train control equipment, communication equipment and traction power equipment) under the Federal Mass Transit Act of 1964, as amended, that (a) the cost of all components which are produced in the United States is more than 60 percent of the cost of components of the bus or equipment described in this paragraph, and (b) final assembly of the bus or equipment described in this paragraph has taken place in the United States.
- D. The inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent in the case of projects for the acquisition of rolling stock and 25 percent in the cost of all other projects. For purposes of this section in calculating costs, labor costs involved in final assembly shall not be included in the calculations.

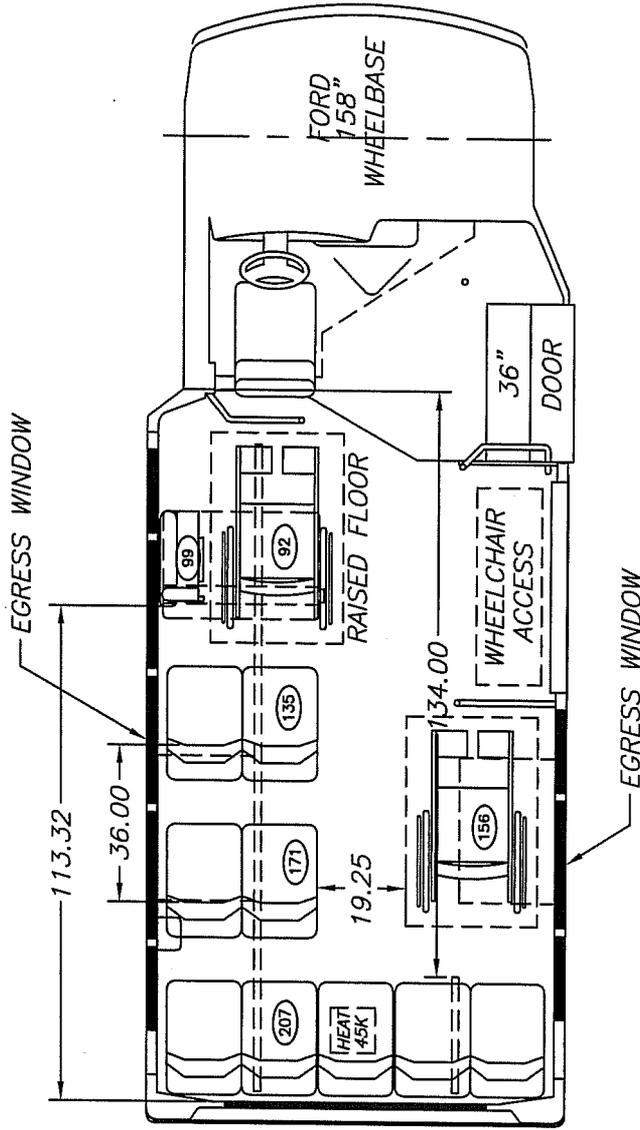
The bidder certifies that it complies with the Buy America requirements of Section 165 (b) (3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations set forth in 49 CFR Part 661.11.

By:
Title
Manufacturer:
Date:

Darrin Hendrixson
Contract Administrator
EIDorado National Co.
February 9, 2006

LEGEND

(95) = C/L FRONT AXLE TO PASS C.G.



Eldorado National



1655 WALL STREET
SALINA, KS. 67401

— a THOR company —

TITLE:

AEROTECH 200

36" ENTRY DOOR / WC DOOR (FRONT)

MATERIAL SPEC:

PART NUMBER

AT2014-DH03

PAGE

1 OF 1

REV.	BY	DATE	DESCRIPTION	RELEASE #
-	BJM	1/30/06	RELEASE TO PRODUCTION	

REV.	BY	DATE	DESCRIPTION	RELEASE #
-	BJM	1/30/06	RELEASE TO PRODUCTION	

THIS DRAWING IS THE PROPERTY OF ELDERADO NATIONAL COMPANY. A THOR INDUSTRIES COMPANY AND IS NOT TO BE DUPLICATED OR USED IN ANY WAY DETRIMENTAL TO THEIR BEST INTEREST.

REV. 02/02

DRAWING INFORMATION

DRAWN/MCQUILLAN CKD:

DATE: 1/30/06

SCALE: 1/42

TOLERANCE UNLESS SPECIFIED

FRACTIONS ± 1/16

DECIMALS .00 ± .06

ANGLES + 1 DEG.

NEXT ASSEMBLY: NONE

SUPERCEDES: NONE

DO NOT SCALE DRAWING

MARK PART NUMBER AND REVISION ON ALL PARTS

**BIDDER'S CERTIFICATION
BUY AMERICA**

PRE - AWARD AUDIT

**ELDORADO NATIONAL AEROTECH 220
FOR
CALTRANS**

Pursuant to 49 CFR Part 661, no funds shall be obligated under Federal Mass Transit Act of 1964, as amended or the Surface Transportation Assistance Act of 1982, as amended, unless steel and a manufactured product used in such products are produced in the United States.

COMPONENT	MANUFACTURER	COUNTRY OF ORIGIN	PERCENTAGE OF TOTAL VEHICLE COST
*Chassis	Ford Motor Co.	US	43.6797%
*Base Body	EIDorado National	US	20.2238%
*Alternator	N/A		0.0000%
and electronic systems			0.0000%
Fast Idle	N/A		0.0000%
Engine Shut-Down	Motogard		0.0000%
Battery System	N/A	INCL'D. IN CHASSIS PRICE	0.0000%
*Air conditioning			0.0000%
compressor assemblies	Ford Motor Co.	INCL'D. IN CHASSIS PRICE	0.0000%
*Air conditioning			0.0000%
evaporator/condenser			0.0000%
assemblies	Carrier A/C		0.0000%
*Heating systems	ProAir	US	5.1348%
*Passenger seats	Freedman Seating Co.	US	0.4234%
*Flip Seats	Freedman Seating Co.	US	3.8610%
*Driver's seat assemblies	Recaro	US	1.0720%
*Entrance Door		US	2.2161%
assemblies	EIDorado National		0.0000%
Lift Door	EIDorado National	US	0.1802%
Exit Door	N/A	US	1.0630%
*Door control assemblies	A&M Systems	US	0.0000%
*Front and rear bumper	EIDorado National	INCL'D. IN CHASSIS PRICE	0.4414%
assemblies	Romeo Rim	US	0.0000%
*Suspension	Mor/Ryde	US	2.1350%
*Lift Assembly	Braun	US	1.4053%
*Restraints	Q-Straint	US	5.7113%
*Chassis electrical	Intermotive	US	1.7116%
			1.4233%
			0.0000%
TOTAL			89.2584%

The following is a description of the actual location of the final assembly point including a description of the activities that will take place at the final assembly point and the cost of final assembly:

The actual location of the final assembly point shall be: 1655 Wall Street, Salina, KS 67401

Description and activities are as follows:

Cab-chassis is modified to receive the vehicle body
Brake Retarder Installed
Steel sub-frame is fabricated and attached to chassis
Flooring is installed on the sub-frame
Body is attached to chassis sub-frame and floor
Windows are installed
Doors are installed
Electrical wiring harness is installed
Interior paneling and equipment finished out
Air conditioning installed
Lift installed and tested
Seats installed
Tie-downs installed
Final finish functions performed:

Exterior paint and markings applied
Quality control and final testing performed
Vehicle readied for shipment

COST OF FINAL ASSEMBLY

\$5,962.00

Upon written request to the Federal Transit Administration, the Contractor may request a waiver of the above provision. Such a waiver may be granted if FTA determines that:

- A. Their application would be inconsistent with public interest.
- B. Such matters and products are not produced in the United States in sufficient and reasonably available quantities and of satisfactory quality.
- C. In the case of the procurement of bus or other rolling stock (including train control equipment, communication equipment and traction power equipment) under the Federal Mass Transit Act of 1964, as amended, that (a) the cost of all components which are produced in the United States is more than 60 percent of the cost of components of the bus or equipment described in this paragraph, and (b) final assembly of the bus or equipment described in this paragraph has taken place in the United States.
- D. The inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent in the case of projects for the acquisition of rolling stock and 25 percent in the cost of all other projects. For purposes of this section in calculating costs, labor costs involved in final assembly shall not be included in the calculations.

The bidder certifies that it complies with the Buy America requirements of Section 165 (b) (3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations set forth in 49 CFR Part 661.11.

By:
Title
Manufacturer:
Date:

Darrin Hendrixson
Contract Administrator
EIDorado National Co.
February 9, 2006

**BIDDER'S CERTIFICATION
BUY AMERICA**

PRE - AWARD AUDIT

**ELDORADO NATIONAL AEROTECH 220
FOR
CALTRANS**

Pursuant to 49 CFR Part 661, no funds shall be obligated under Federal Mass Transit Act of 1964, as amended or the Surface Transportation Assistance Act of 1982, as amended, unless steel and a manufactured product used in such products are produced in the United States.

COMPONENT	MANUFACTURER	COUNTRY OF ORIGIN	PERCENTAGE OF TOTAL VEHICLE COST
*Chassis	Ford Motor Co.	US	43.9800%
*Base Body	EIDorado National	US	20.3628%
*Alternator	N/A		0.0000%
and electronic systems			0.0000%
Fast Idle	N/A		0.0000%
Engine Shut-Down	Motogard		0.0000%
Battery System	N/A	INCL'D. IN CHASSIS PRICE	0.0000%
*Air conditioning			0.0000%
compressor assemblies	Ford Motor Co.	INCL'D. IN CHASSIS PRICE	0.0000%
*Air conditioning			0.0000%
evaporator/condenser			0.0000%
assemblies	Carrier Air Conditioning	US	5.1701%
*Heating systems	ProAir	US	0.4263%
*Passenger seats	Freedman Seating Co.	US	4.7238%
*Flip Seats	Freedman Seating Co.	US	1.0794%
*Driver's seat assemblies	Recaro	US	2.2313%
*Entrance Door			0.0000%
assemblies	EIDorado National	US	0.1814%
Lift Door	EIDorado National	US	1.0703%
Exit Door	N/A		0.0000%
*Door control assemblies	A&M Systems	US	0.4444%
*Front and rear bumper	Ford Motor Co.	INCL'D. IN CHASSIS PRICE	0.0000%
assemblies	Romeo Rim	US	2.1497%
*Lift Assembly	Braun	US	5.7506%
*Restraints	Q'Straint	US	1.7234%
*Suspension	Mor/Ryde	US	1.4150%
*Chassis electrical	Intermotive	US	1.4331%
			0.0000%
	TOTAL		90.7084%

The following is a description of the actual location of the final assembly point including a description of the activities that will take place at the final assembly point and the cost of final assembly:

The actual location of the final assembly point shall be: 1655 Wall Street, Salina, KS 67401

Description and activities are as follows:

Cab-chassis is modified to receive the vehicle body
Brake Retarder Installed
Steel sub-frame is fabricated and attached to chassis
Flooring is installed on the sub-frame
Body is attached to chassis sub-frame and floor
Windows are installed
Doors are installed
Electrical wiring harness is installed
Interior paneling and equipment finished out
Air conditioning installed
Lift installed and tested
Seats installed
Tie-downs installed
Final finish functions performed:

Exterior paint and markings applied
Quality control and final testing performed
Vehicle readied for shipment

COST OF FINAL ASSEMBLY

\$5,122.00

Upon written request to the Federal Transit Administration, the Contractor may request a waiver of the above provision. Such a waiver may be granted if FTA determines that:

- A. Their application would be inconsistent with public interest.
- B. Such matters and products are not produced in the United States in sufficient and reasonably available quantities and of satisfactory quality.
- C. In the case of the procurement of bus or other rolling stock (including train control equipment, communication equipment and traction power equipment) under the Federal Mass Transit Act of 1964, as amended, that (a) the cost of all components which are produced in the United States is more than 60 percent of the cost of components of the bus or equipment described in this paragraph, and (b) final assembly of the bus or equipment described in this paragraph has taken place in the United States.
- D. The inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent in the case of projects for the acquisition of rolling stock and 25 percent in the cost of all other projects. For purposes of this section in calculating costs, labor costs involved in final assembly shall not be included in the calculations.

The bidder certifies that it complies with the Buy America requirements of Section 165 (b) (3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations set forth in 49 CFR Part 661.11.

By:
Title
Manufacturer:
Date:

Darrin Hendrixson
Contract Administrator
EIDorado National Co.
February 9, 2006

**BIDDER'S CERTIFICATION
BUY AMERICA**

PRE - AWARD AUDIT

**ELDORADO NATIONAL AEROTECH 240
FOR
CALTRANS**

Pursuant to 49 CFR Part 661, no funds shall be obligated under Federal Mass Transit Act of 1964, as amended or the Surface Transportation Assistance Act of 1982, as amended, unless steel and a manufactured product used in such products are produced in the United States.

COMPONENT	MANUFACTURER	COUNTRY OF ORIGIN	PERCENTAGE OF TOTAL VEHICLE COST
*Chassis	Ford Motor Co.	US	44.0390%
*Base Body	EIDorado National	US	21.0400%
*Alternator	N/A		0.0000%
and electronic systems			0.0000%
Fast Idle	N/A		0.0000%
Engine Shut-Down	Motogard	INCL'D. IN CHASSIS PRICE	0.0000%
Battery System	N/A		0.0000%
*Air conditioning			0.0000%
compressor assemblies	Ford Motor Co.	INCL'D. IN CHASSIS PRICE	0.0000%
*Air conditioning			0.0000%
evaporator/condenser			0.0000%
assemblies	Carrier A/C	US	5.1033%
*Heating systems	ProAir	US	0.4208%
*Passenger seats	Freedman Seating Co.	US	5.0586%
*Flip Seats	N/A		0.0000%
*Driver's seat assemblies	Recaro	US	2.2025%
*Entrance Door			0.0000%
assemblies	EIDorado National	US	0.1791%
Lift Door	EIDorado National	US	1.0565%
Exit Door	N/A		0.0000%
*Door control assemblies	A&M Systems	US	0.4387%
*Front and rear bumper	EIDorado National	INCL'D. IN CHASSIS PRIC	0.0000%
assemblies	Romeo Rim	US	2.1219%
*Suspension	Mor/Ryde	US	1.3967%
*Lift Assembly	Braun	US	5.6763%
*Restraints	Q-Straint	US	1.7011%
*Chassis electrical	Intermotive	US	1.4146%
			0.0000%
	TOTAL		90.4344%

The following is a description of the actual location of the final assembly point including a description of the activities that will take place at the final assembly point and the cost of final assembly:

The actual location of the final assembly point shall be: 1655 Wall Street, Salina, KS 67401

Description and activities are as follows:

Cab-chassis is modified to receive the vehicle body
Brake Retarder Installed
Steel sub-frame is fabricated and attached to chassis
Flooring is installed on the sub-frame
Body is attached to chassis sub-frame and floor
Windows are installed
Doors are installed
Electrical wiring harness is installed
Interior paneling and equipment finished out
Air conditioning installed
Lift installed and tested
Seats installed
Tie-downs installed
Final finish functions performed:

Exterior paint and markings applied
Quality control and final testing performed
Vehicle readied for shipment

COST OF FINAL ASSEMBLY

\$5,342.00

Upon written request to the Federal Transit Administration, the Contractor may request a waiver of the above provision. Such a waiver may be granted if FTA determines that:

- A. Their application would be inconsistent with public interest.
- B. Such matters and products are not produced in the United States in sufficient and reasonably available quantities and of satisfactory quality.
- C. In the case of the procurement of bus or other rolling stock (including train control equipment, communication equipment and traction power equipment) under the Federal Mass Transit Act of 1964, as amended, that (a) the cost of all components which are produced in the United States is more than 60 percent of the cost of components of the bus or equipment described in this paragraph, and (b) final assembly of the bus or equipment described in this paragraph has taken place in the United States.
- D. The inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent in the case of projects for the acquisition of rolling stock and 25 percent in the cost of all other projects. For purposes of this section in calculating costs, labor costs involved in final assembly shall not be included in the calculations.

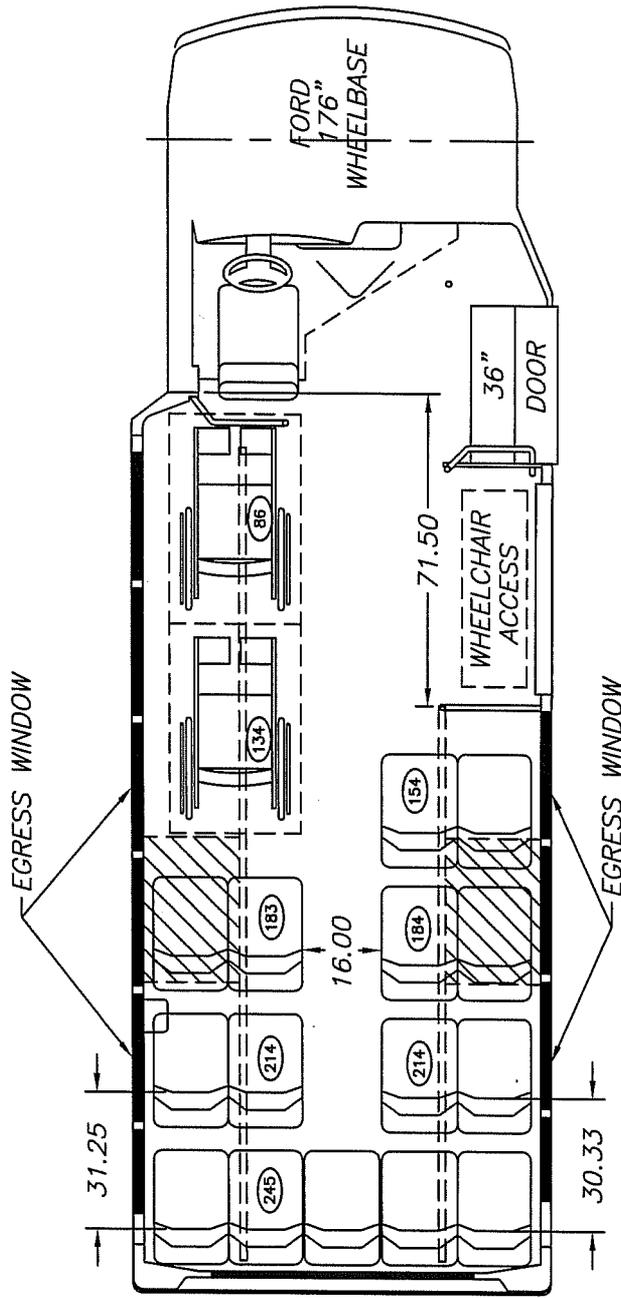
The bidder certifies that it complies with the Buy America requirements of Section 165 (b) (3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations set forth in 49 CFR Part 661.11.

By:
Title
Manufacturer:
Date:

Darrin Hendrixson
Contract Administrator
EIDorado National Co.
February 9, 2006

LEGEND

(85) = C/L FRONT AXLE TO PASS C.G.



Eldorado National
 — a THOR company —
 1655 WALL STREET
 SALINA, KS. 67401

TITLE:
**AEROTECH 240
 36" ENTRY DOOR / WC DOOR (FRONT)**

MATERIAL SPEC:

PART NUMBER
ATF2408

RELEASE #

RELEASE TO PRODUCTION DESCRIPTION

REV. BY DATE

BLM

FRACTIONS ± 1/16
 DECIMALS .00 ± .06
 ANGLES + 1 DEG.

SCALE: 1/42

TOLERANCE UNLESS SPECIFIED

DO NOT SCALE DRAWING DATE: SIZE: A

SUPERCEDES: NONE DRAWN: McQUILLAN CKD:

NEXT ASSEMBLY: NONE DRAWING INFORMATION

THIS DRAWING IS THE PROPERTY OF ELDORADO NATIONAL COMPANY, A THOR INDUSTRIES COMPANY AND IS NOT TO BE DUPLICATED OR USED IN ANY WAY DETRIMENTAL TO THEIR BEST INTEREST.

REV. 02/02

**BIDDER'S CERTIFICATION
BUY AMERICA**

PRE - AWARD AUDIT

**ELDORADO NATIONAL AEROTECH 240
FOR
CALTRANS**

Pursuant to 49 CFR Part 661, no funds shall be obligated under Federal Mass Transit Act of 1964, as amended or the Surface Transportation Assistance Act of 1982, as amended, unless steel and a manufactured product used in such products are produced in the United States.

COMPONENT	MANUFACTURER	COUNTRY OF ORIGIN	PERCENTAGE OF TOTAL VEHICLE COST
*Chassis	Ford Motor Co.	US	43.7912%
*Base Body	EIDorado National	US	20.9216%
*Alternator	N/A		0.0000%
and electronic systems			0.0000%
Fast Idle	N/A		0.0000%
Engine Shut-Down	Motogard	INCL'D. IN CHASSIS PRICE	0.0000%
Battery System	N/A		0.0000%
*Air conditioning compressor assemblies	Ford Motor Co.	INCL'D. IN CHASSIS PRICE	0.0000%
*Air conditioning evaporator/condenser assemblies			0.0000%
*Heating systems	Carrier A/C	US	5.0746%
*Passenger seats	ProAir	US	0.4184%
*Flip Seats	Freedman Seating Co.	US	5.7530%
*Driver's seat assemblies	N/A		0.0000%
*Entrance Door assemblies	Recaro	US	2.1901%
Lift Door	EIDorado National	US	0.0000%
Exit Door	EIDorado National	US	0.1781%
	N/A		1.0505%
*Door control assemblies	A&M Systems	US	0.0000%
*Front and rear bumper assemblies	EIDorado National	INCL'D. IN CHASSIS PRICE	0.4362%
	Romeo Rim	US	0.0000%
*Lift Assembly	Braun	US	2.1100%
*Suspension	Mor/Ryde	US	5.6444%
*Restraints	Q-Straint	US	1.3354%
*Chassis electrical	Intermotive	US	1.6915%
			1.4066%
			0.0000%
TOTAL			90.5951%

The following is a description of the actual location of the final assembly point including a description of the activities that will take place at the final assembly point and the cost of final assembly:

The actual location of the final assembly point shall be: 1655 Wall Street, Salina, KS 67401

Description and activities are as follows:

Cab-chassis is modified to receive the vehicle body
Brake Retarder Installed
Steel sub-frame is fabricated and attached to chassis
Flooring is installed on the sub-frame
Body is attached to chassis sub-frame and floor
Windows are installed
Doors are installed
Electrical wiring harness is installed
Interior paneling and equipment finished out
Air conditioning installed
Lift installed and tested
Seats installed
Tie-downs installed
Final finish functions performed:

Exterior paint and markings applied
Quality control and final testing performed
Vehicle readied for shipment

COST OF FINAL ASSEMBLY

\$5,282.00

Upon written request to the Federal Transit Administration, the Contractor may request a waiver of the above provision. Such a waiver may be granted if FTA determines that:

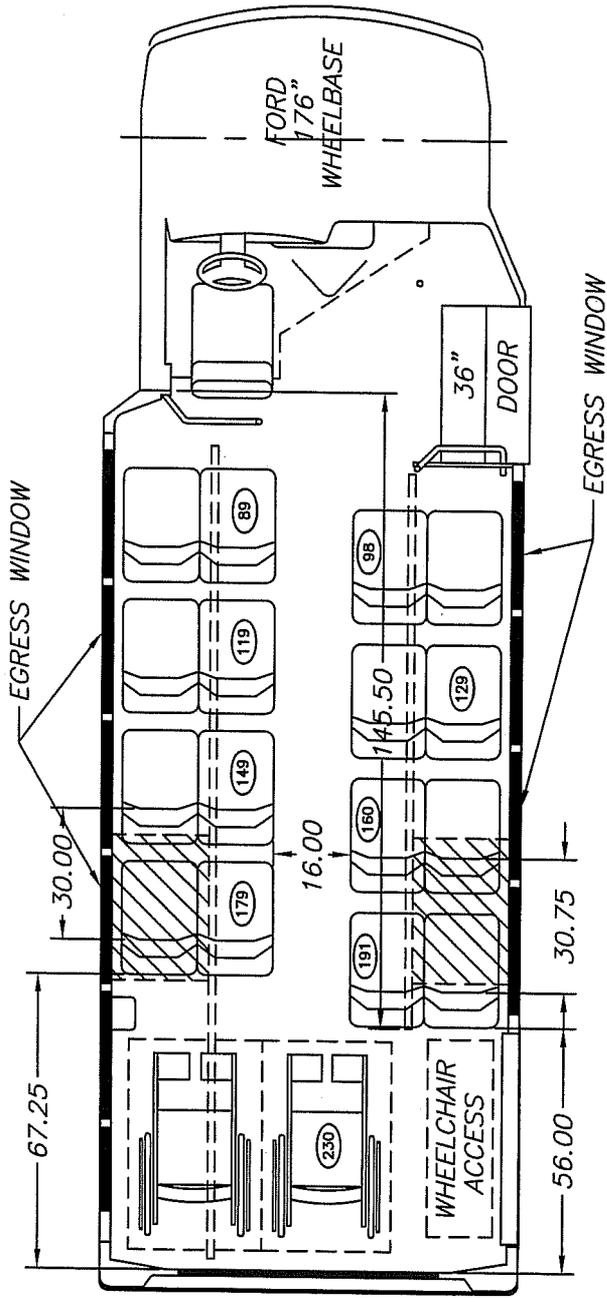
- A. Their application would be inconsistent with public interest.
- B. Such matters and products are not produced in the United States in sufficient and reasonably available quantities and of satisfactory quality.
- C. In the case of the procurement of bus or other rolling stock (including train control equipment, communication equipment and traction power equipment) under the Federal Mass Transit Act of 1964, as amended, that (a) the cost of all components which are produced in the United States is more than 60 percent of the cost of components of the bus or equipment described in this paragraph, and (b) final assembly of the bus or equipment described in this paragraph has taken place in the United States.
- D. The inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent in the case of projects for the acquisition of rolling stock and 25 percent in the cost of all other projects. For purposes of this section in calculating costs, labor costs involved in final assembly shall not be included in the calculations.

The bidder certifies that it complies with the Buy America requirements of Section 165 (b) (3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations set forth in 49 CFR Part 661.11.

By:
Title
Manufacturer:
Date:

Darrin Hendrixson
Contract Administrator
EIDorado National Co.
February 9, 2006

LEGEND
 (95) = C/L FRONT AXLE TO PASS C.G.



Eldorado National
 — a THOR company —
 1655 WALL STREET
 SALINA, KS. 67401

TITLE:
 AEROTECH 240
 36" ENTRY DOOR / WC DOOR (REAR)
 MATERIAL SPEC:

PART NUMBER
 ATF2411 —

PAGE
 1 OF 1

REV.	BY	DATE	DESCRIPTION	RELEASE #
-	BJM	9/9/03	RELEASE TO PRODUCTION	

DRAWING INFORMATION	
DRAWN: MCGUILLAN	CKD:
DATE: 9/9/03	SIZE: A
SCALE: 1/42	WGT:
TOLERANCE UNLESS SPECIFIED	
FRACTIONS ± 1/16	
DECIMALS .00 ± .06	
ANGLES + 1 DEG.	

NEXT ASSEMBLY: NONE
 SUPERCEDES: NONE
 DO NOT SCALE DRAWING
 MARK PART NUMBER AND REVISION ON ALL PARTS
 THIS DRAWING IS THE PROPERTY OF ELDORADO NATIONAL COMPANY, A THOR INDUSTRIES COMPANY AND IS NOT TO BE DUPLICATED OR USED IN ANY WAY DETRIMENTAL TO THEIR BEST INTEREST.
 REV. 02/02



TRANSIT VEHICLE MANUFACTURER (TVM)
CERTIFICATION OF COMPLIANCE WITH SUBPART D, PART 26

This procurement is subject to the provisions of Section 26.49 of 49 CFR Part 26. Accordingly, as a condition of permission to bid, the following certification must be completed and submitted with the bid. A bid which does not include the certification will not be considered.

TRANSIT VEHICLE MANUFACTURER CERTIFICATION

(Name of Firm) Eldorado National, a TVM, hereby certifies that it has complied with the requirements of Section 26.49 of 49 CFR Part 26 by submitting a current annual DBE Goal to FTA. The goals apply to fiscal year 2006 (October 1, 2005 to September 30, 2006) and have been approved or not disapproved by FTA.

(Name of Firm), hereby certifies that the manufacturer of the transit vehicle to be supplied _____
(Name of Manufacturer)
has complied with the above referenced requirement of Section 26.49 of 49 CFR Part 26.

Signature:


Sheldon Walle

Date: 2-2-2006

Title:

Senior Vice President & General Manager

Firm:

Eldorado National

Telephone No:

(785) 827-1033

Fax No:

(785) 823-9471

BIDDER'S CERTIFICATION OF DISADVANTAGED BUSINESS ENTERPRISE PLAN

The bidder certifies that it has complied with 49 CFR 26.49, which requires each transit vehicle manufacturer to establish and submit for the Federal Transit Administration approval of annual overall percentage goal for the participation of disadvantaged business enterprise. Transit vehicle manufacturers must set their goals based on the principles in 49 CFR 26.45.

NO OBLIGATION BY THE FEDERAL GOVERNMENT

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

**BIDDERS' CERTIFICATION OF ENERGY CONSERVATION
AIR QUALITY AND CLEAN WATER COMPLIANCE**

Company/Organization Name:
Creative Bus Sales, Inc.

The third party Contractor named above hereby certifies compliance with the requirements listed below and regulations issued by the Environmental Protection Agency (EPA), Federal Highway Administration, Federal Transit Administration (FTA) and other agencies of the Federal Government as well as future regulations, guidelines, standards, orders, directives or other requirements that may affect this procurement contract.

The above named Contractor will:

1. Comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C., 7401 et seq.
2. Comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Act, as amended, 33 U.S.C., 1251 et seq.
3. 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.
4. Report any violation of these requirements by a subrecipient or itself, resulting from completing the required manufacturing and delivery of vehicles included with this contract to the FTA and the appropriate United States EPA Regional Office.

BIDDER'S CERTIFICATION OF DISADVANTAGED BUSINESS ENTERPRISE PLAN

The bidder certifies that it has complied with 49 CFR 26.49, which requires each transit vehicle manufacturer to establish and submit for the Federal Transit Administration approval of annual overall percentage goal for the participation of disadvantaged business enterprise. Transit vehicle manufacturers must set their goals based on the principles in 49 CFR 26.45.

NO OBLIGATION BY THE FEDERAL GOVERNMENT

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

**BIDDERS' CERTIFICATION OF ENERGY CONSERVATION
AIR QUALITY AND CLEAN WATER COMPLIANCE**

Company/Organization Name:

ElDorado National

The third party Contractor named above hereby certifies compliance with the requirements listed below and regulations issued by the Environmental Protection Agency (EPA), Federal Highway Administration, Federal Transit Administration (FTA) and other agencies of the Federal Government as well as future regulations, guidelines, standards, orders, directives or other requirements that may affect this procurement contract.

The above named Contractor will:

1. Comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C., 7401 et seq.
2. Comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Act, as amended, 33 U.S.C., 1251 et seq.
3. 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.
4. Report any violation of these requirements by a subrecipient or itself, resulting from completing the required manufacturing and delivery of vehicles included with this contract to the FTA and the appropriate United States EPA Regional Office.

5. Agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

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 contract 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.); and c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

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 the Agreement (From FTA Master Agreement (11) dated October, 2004) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to comply shall constitute a material breach of this contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

FLY AMERICA REQUIREMENTS

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

CERTIFICATION OF RESTRICTIONS ON LOBBYING

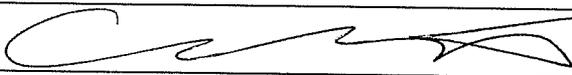
I, Anthony Matijevich, hereby certify on behalf of Creative Bus Sales, Inc., that:

- (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 any Federal 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 Federal 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- "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 subawards at all tiers (including subgrants, loans, and cooperative agreement) which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

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

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A3801, et seq., apply to this certification and disclosure, if any.

Date 2-14-06

Signature  Anthony Matijevich

Company Name Creative Bus Sales, Inc.

Title President

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, Mitchell L. Comfort, hereby certify on behalf of

Eldorado National, 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 any Federal 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 Federal 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- "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 subawards at all tiers (including subgrants, loans, and cooperative agreement) which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

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

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A3801, et seq., apply to this certification and disclosure, if any.

Date February 1st. 2006

Signature Mitchell L. Comfort

Company Name Eldorado National

Title Regional Sales Manager

DRUG-FREE WORKPLACE CERTIFICATION

COMPANY/ORGANIZATION NAME: Creative Bus Sales, Inc.

The Contractor named above hereby certifies compliance with U.S. DOT regulations 49 CFR Part 29, Subpart F and Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named Contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations of the prohibition..
2. Establish an on-going Drug-Free Awareness Program as required to inform employees about all the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available drug counseling, rehabilitation and employee assistance programs,
 - (d) Penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Every employee who works on the proposed contract or grant will receive a copy of the company's drug-free policy statement.
4. Notify each employee that as a condition of employment financed with Federal assistance provided in the proposed contract, the employee will be required to:
 - (a) Abide by the terms of the company's policy statement, and
 - (b) Notify the employer (Contractor) in writing of any conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after that conviction.
5. Notify FTA in writing, within in ten (10) calendar days after receiving notice required by paragraph 4 (b) from an employee or otherwise receiving actual notice of that conviction. The Contractor, as employer of any convicted employee, must provide notice, including position title, to every project officer or other designee on whose project activity the convicted employee was working. Notice shall include the identification number(s) of each affected vehicle and related equipment and accessories.
6. Taking one of the following actions within thirty (30) calendar days of receiving notice under paragraph 4 (b) with respect to any employee who is convicted:
 - (a) Taking appropriate personnel action against that employee, up to an including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
 - (b) Requiring the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraph 1,2,3,4,5, and 6 of this certification. The Contractor agrees to maintain a list identifying its headquarters location and each workplace it maintains in which

decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

By signing and submitting the proposal, the bidder certifies as follows:(1) The lower tier participant certifies, by submission of this proposal, that neither it nor its principals (as defined at 49 CFR Part 29) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. (2) When the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Date 2-14-06

Signature  Anthony Matijevich

Company Name Creative Bus Sales, Inc.

Title President

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

These requirements flow down to Contractors and subcontractors who make, present, or submit covered claims and statements.

Program Fraud and False or Fraudulent Statements or Related Acts.

- (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. AA3801 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 contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this 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.

decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

By signing and submitting the proposal, the bidder certifies as follows:(1) The lower tier participant certifies, by submission of this proposal, that neither it nor its principals (as defined at 49 CFR Part 29) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. (2) When the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Date February 1st. 2006

Signature *Mitchell J. Campbell*

Company Name ElDorado National

Title Regional Sales Manager

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

These requirements flow down to Contractors and subcontractors who make, present, or submit covered claims and statements.

Program Fraud and False or Fraudulent Statements or Related Acts.

- (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. AA3801 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 contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this 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.

- (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. A5307, the Government reserves the right to impose the penalties of 18 U.S.C. A1001 and 49 U.S.C. A5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- (2) 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.

BUS TESTING COMPLIANCE

Bus Testing - The Contractor [Manufacturer] agrees to comply with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

- 1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.
- 2) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- 3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- 4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

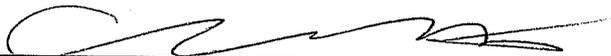
NOTE: *Following notification of the bid award, the successful bidder will be required to submit a copy of the bus testing report or provide a date, prior to the final acceptance of the first unit, on which the test report will be provided.*

CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS

The undersigned certifies that the vehicle to be manufactured in response to this bid complies with 49 U.S.C. A5323(c) and FTA's implementing regulation at 49 CFR, Part 665. I further certify that a copy of the bus testing report will be provided to the bidder prior to the delivery of the first unit, excepted in the case of a vehicle placed in mass transportation service prior to October 1, 1988 that is being produced with no major changes in configuration or components.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Date 2-14-06

Signature  Anthony Matijevec

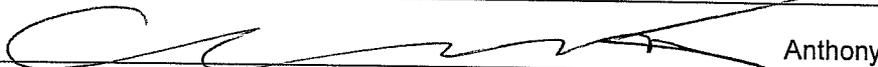
Company Name Creative Bus Sales, Inc.

Title President

FEDERAL MOTOR VEHICLE SAFETY STANDARD CERTIFICATION

I, Anthony Matijevec, certify on behalf of Creative Bus Sales, Inc. that the vehicles to be manufactured comply with relevant Federal Motor Vehicle Safety Standards.

Date 2-14-06

Signature  Anthony Matijevec

Company Name Creative Bus Sales, Inc.

Title President

CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS

The undersigned certifies that the vehicle to be manufactured in response to this bid complies with 49 U.S.C. A5323(c) and FTA's implementing regulation at 49 CFR, Part 665. I further certify that a copy of the bus testing report will be provided to the bidder prior to the delivery of the first unit, excepted in the case of a vehicle placed in mass transportation service prior to October 1, 1988 that is being produced with no major changes in configuration or components.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Date February 1st. 2006
Signature Mitchell J. Comfort
Company Name Eldorado National
Title Regional Sales Manager

FEDERAL MOTOR VEHICLE SAFETY STANDARD CERTIFICATION

I, Mitchell L. Comfort, certify on behalf of Eldorado National that the vehicles to be manufactured comply with relevant Federal Motor Vehicle Safety Standards.

Date February 1st. 2006
Signature Mitchell L. Comfort
Company Name Eldorado National
Title Regional Sales Manager

ACCESS TO RECORDS AND REPORTS

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a) 1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a) 1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, an hospital or other non-profit organization and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a) 1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- (1) **Overtime requirements** - No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) **Withholding for unpaid wages and liquidated damages** - The California Department of Transportation shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) **Subcontracts** - The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in 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 section.
- (5) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of

trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.