



## **GRANT AGREEMENT**

**PCAPCD Contract Year:**       **FY 20-21**

**Contract Number:**       **SCN103470**

**Board Resolution:**       **18-07**

**Contract Description:**       **School Bus #7 Replacement**

This AGREEMENT is between the Placer County Air Pollution Control District (hereinafter "PCAPCD") and Tahoe Truckee Unified School District, (hereinafter "CONTRACTOR").

The parties agree as follows:

### **1. Services**

- a) CONTRACTOR agrees, during the term of this AGREEMENT, to perform the contracting services set forth below and in Exhibit A – Scope of Services (hereinafter "PROJECT").
- b) CONTRACTOR shall be obligated to devote as much time, attention, skill, and effort as may be reasonably required to perform the PROJECT services, in a professional and timely manner, consistent with the elements of the PROJECT.

### **2. Contract Period**

- a) The term of this contract shall begin on the last date signed by the parties below and conclude on or before the end dates listed in Exhibit B – Contract Term and Payment for Services Rendered, unless terminated or amended.
- b) This contract may be canceled by either party upon serving thirty (30) days' notice in writing to the other party.

### **3. Payment**

- a) PCAPCD agrees to pay for the services covered by this AGREEMENT pursuant to the payment terms set forth below and in Exhibit B – Contract Term and Payment for Services Rendered.
- b) The amount paid to the CONTRACTOR shall constitute full payment for all services set forth herein. CONTRACTOR shall not be reimbursed for any additional expenses incurred beyond the maximum approved sum.

- c) CONTRACTOR shall bill PCAPCD upon completion of the PROJECT and after all of the conditions for funding outlined in this AGREEMENT are met. If the PROJECT funded under this AGREEMENT is performed in phases or over a period of time, then requests can be made by the CONTRACTOR for partial payment. Partial requests for payments must receive prior authorization by PCAPCD. CONTRACTOR agrees to provide a detailed invoice to PCAPCD with copies of purchase orders, signed contracts, or receipts referencing the contract number. PCAPCD retains the right to require proof of services performed or costs incurred prior to any payment under this AGREEMENT.
- d) Notwithstanding any other terms of this AGREEMENT, no payments shall be made to CONTRACTOR until PCAPCD is satisfied that work of such value has been rendered pursuant to this AGREEMENT.

#### **4. Notices**

- a) Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered, sent via email with confirmed receipt, or deposited in the mail, postage prepaid, sent certified or registered and addressed to the parties as follows:

**PCAPCD:**

Placer County Air Pollution Control District  
Attn: Air Pollution Control Officer (APCO)  
110 Maple Street  
Auburn, CA 95603  
Email: [ecwhite@placer.ca.gov](mailto:ecwhite@placer.ca.gov)

**CONTRACTOR:**

Tahoe Truckee Unified School District  
Attn: Todd Rivera  
12485 Joerger Road  
Truckee, CA 96161  
Email: [trivera@ttusd.org](mailto:trivera@ttusd.org)

- b) Any notice so delivered personally shall be deemed to be received on the date of delivery, any notice so delivered via email with confirmed receipt shall be deemed to be received on the date of receipt confirmation, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

#### **5. Obligations of PCAPCD**

- a) PCAPCD agrees to pay CONTRACTOR an amount not to exceed the requirements set forth in Exhibit B – Contract Term and Payment for Services Rendered, in accordance with the requirements listed in Exhibit A – Scope of Services.
- b) PCAPCD shall not reimburse CONTRACTOR for any expenses incurred by CONTRACTOR in the performance of PROJECT described in Exhibit A unless such reimbursement is specifically authorized in the Payment Schedule. CONTRACTOR shall not be reimbursed for any additional expenses incurred beyond the maximum amount.

- c) Except for the payment obligations set forth above, PCAPCD shall have no other obligations or responsibilities to CONTRACTOR under this AGREEMENT.

## **6. Obligations of CONTRACTOR**

- a) CONTRACTOR has or will obtain all additional funding set forth in Exhibit B of this AGREEMENT.
- b) CONTRACTOR has or will obtain all required licenses, permits, fees, and other legal authorizations from all applicable Federal, State, and local jurisdictions necessary to commence and properly complete, in a professional manner, the PROJECT described in Exhibit A and will produce said documents if requested by PCAPCD.
- c) Labor, equipment, material, supply costs and other charges will be in conformance with the requirements of Exhibit A.
- d) No component of the monies to be paid by PCAPCD to CONTRACTOR shall be used for grant administration or any interest costs.
- e) CONTRACTOR shall provide proof of PROJECT completion and verification of costs as set forth in Exhibit A and Section 3 above.

## **7. Hold Harmless/Indemnity**

- a) The CONTRACTOR hereby agrees to protect, defend, indemnify, and hold PCAPCD free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PCAPCD arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of PCAPCD) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. CONTRACTOR agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the CONTRACTOR. CONTRACTOR also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against CONTRACTOR or PCAPCD or to enlarge in any way the CONTRACTOR'S liability but is intended solely to provide for indemnification of PCAPCD from liability for damages or injuries to third persons or property arising from CONTRACTOR'S performance pursuant to this contract or agreement.
- b) As used above, the term PCAPCD means PCAPCD or its officers, agents, employees, and volunteers.

## 8. Insurance Requirements

- a) It is recognized that CONTRACTOR is self-insured, and as such provides coverage for General Liability and Worker's Compensation.
- b) CONTRACTOR shall file with PCAPCD, concurrently herewith, Certificates of Insurance. All certificates are to be received and approved by PCAPCD before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. PCAPCD reserves the right to require complete, certified copies of all required insurance policies, required by these specifications, at any time.
- c) CONTRACTOR shall maintain the following insurance coverage in full force and effect during the term of this contract:

### WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

If CONTRACTOR represents that they have no employees, and does not hire SUBCONTRACTORS with employees, then they are not required to have Workers Compensation coverage.

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONTRACTOR'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

CONTRACTOR shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed with PCAPCD upon demand.

### GENERAL LIABILITY INSURANCE

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

→ Contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement.

B. One of the following forms is required:

1. Comprehensive General Liability;

2. Commercial General Liability (Occurrence); or
  3. Commercial General Liability (Claims Made).
- C. If CONTRACTOR carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury damage, and Personal Injury Liability of:
- One million dollars (\$1,000,000) each occurrence
  - One million dollars (\$1,000,000) aggregate
- D. If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:
1. The limits of liability shall not be less than:
    - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
    - One million dollars (\$1,000,000) for Products-Completed Operation
    - One million dollars (\$1,000,000) General Aggregate
  2. If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limit is two million dollars (\$2,000,000).
- E. Special Claims Made Policy Form Provisions:
1. The limits of liability shall not be less than:
    - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
    - One million dollars (\$1,000,000) aggregate for Products Completed Operations
    - One million dollars (\$1,000,000) General Aggregate
  2. The insurance coverage provided by CONTRACTOR shall contain contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

#### AUTOMOBILE LIABILITY INSURANCE

Automobile Liability insurance coverage, as required by law, shall be maintained throughout the term of this agreement, and proof of coverage must be provided to PCAPCD, as outlined in Exhibit A.

### **9. Facilities, Equipment and Other Materials**

Except as set forth herein, CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this AGREEMENT. PCAPCD shall furnish CONTRACTOR only those facilities, equipment, and other materials, and shall perform only those obligations as listed herein.

## **10. Non-Discrimination**

CONTRACTOR shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, sex, sexual preference, or in contravention of any other protected classification or practice identified in the California Fair Employment and Housing Act; Government Code section 12900 et seq.

## **11. Records and Documents**

- a) CONTRACTOR shall maintain at all times complete, detailed records with regard to work performed under this AGREEMENT, in a form acceptable to PCAPCD, and PCAPCD shall have the right to inspect such records at any reasonable time.
- b) CONTRACTOR agrees to return to PCAPCD, upon termination of this AGREEMENT, all documents, drawings, photographs, and other written or graphic material, however produced, received from PCAPCD and used by CONTRACTOR in the performance of its services. All work papers, drawings, internal memoranda, graphics, photographs, and any written or graphic material, however produced, prepared by CONTRACTOR in connection with its performance of services hereunder shall be, and shall remain after termination of this AGREEMENT, the property of PCAPCD and may be used by PCAPCD for any purpose whatsoever. PCAPCD agrees that any future use of documents produced by the CONTRACTOR under the terms of this contract shall be at the sole discretion of PCAPCD and CONTRACTOR shall bear no liability for the decisions on whether and how to use such documents.

## **12. Independent Status**

- a) CONTRACTOR shall perform this contract as an independent CONTRACTOR and not as an employee of PCAPCD. CONTRACTOR acknowledges that CONTRACTOR is not entitled to any of PCAPCD's fringe benefits, including without limitation; paid holidays, life insurance, sick leave, or travel or any other expenses in connection with services performed hereunder. No part of the compensation payable to CONTRACTOR hereunder shall be deducted or withheld for payment of Federal or State income or other employment related taxes. It shall be the responsibility of CONTRACTOR to provide all coverage necessary for CONTRACTOR'S own benefit and not as an employee of PCAPCD.
- b) Except as PCAPCD may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of PCAPCD in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this AGREEMENT to bind PCAPCD to any obligation whatsoever.

## **13. Warranties**

CONTRACTOR warrants that its services are performed, with the usual thoroughness and competence; in accordance with the standard for professional services at the time those services are rendered.

#### **14. Licenses, Permits, Etc**

CONTRACTOR represents and warrants to PCAPCD that it has or will obtain before initiation of the PROJECT, all licenses, permits, qualifications, and approvals of whatever nature, which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to PCAPCD that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this AGREEMENT, any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed.

#### **15. Assignment or Transfer**

CONTRACTOR may assign any of its rights, burdens, duties, or obligations under this AGREEMENT only upon the prior written consent of PCAPCD. Approval will be at the sole discretion of PCAPCD.

#### **16. Modification of Agreement**

This AGREEMENT cannot be changed or supplemented orally, and may be modified or superseded only by written instrument executed by all parties.

#### **17. Waiver**

One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this AGREEMENT shall not operate as a waiver of any subsequent breach or default.

#### **18. Entirety of AGREEMENT**

This AGREEMENT constitutes the entire AGREEMENT and understanding between the parties. There are no oral understandings, terms, or conditions, and no party has relied upon any representation, express or implied, not contained in this AGREEMENT. Any prior understandings, terms, or conditions are deemed merged into this AGREEMENT. This AGREEMENT is intended as the complete and exclusive statement of the parties' Agreement pursuant to Code of Civil Procedure section 1856.

#### **19. Jurisdiction**

This AGREEMENT, and the right and obligations of the parties, shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this AGREEMENT, venue shall only be in the appropriate state or federal court having venue over matters arising in Placer County, California, provided that nothing in this AGREEMENT shall constitute a waiver of immunity to suit by PCAPCD.

#### **20. Exhibits**

All exhibits referred to herein and attached hereto are fully incorporated by this reference.

**The parties so agree.**

PCAPCD:

\_\_\_\_\_  
Erik C. White  
Air Pollution Control Officer

\_\_\_\_\_  
Date

CONTRACTOR:

\_\_\_\_\_  
Todd Rivera  
Executive Director Business Services

\_\_\_\_\_  
Date



**EXHIBIT A  
SCOPE OF SERVICES**

**Contract Description: School Bus #7 Replacement**

**Project Contact Information (subject to change):**

**CONTRACTOR:**

Tony Lavezzo  
(530) 550-0776  
tlavezzo@ttusd.org

**PCAPCD:**

Molly Johnson  
(530) 745-2326  
MJJohnso@placer.ca.gov

**Funding:**

PCAPCD has received California Air Resources Board (CARB) Community Air Protection (CAP) Incentive grant funds to implement projects which reduce emissions in communities most heavily burdened by air pollution, in support of AB 617, in accordance with PCAPCD Board Resolution #18-07, CARB's CAP Incentive Guidelines and CARB's Carl Moyer Program (CMP) Guidelines.

**Project Scope:**

Purchase a 2021 or newer Thomas Saf-T-Liner C2 school bus with a GVWR of 33,00 pounds, with a 2020 or newer model year Cummins MHDD engine with a maximum rated horsepower of 260 and engine family number LCEXH0408BAT to be certified to an emission standard of 0.01 g/bhp-hr for PM and 0.20 g/bhp-hr for NOx (Replacement Vehicle); and dismantle a 1997 Blue Bird school bus (TTUSD Fleet #7, VIN 1BAANBDA4VF069745), with a 1996 model year, model 3126, Caterpillar engine (serial number 1WM04055, engine family TCP442DZDARK) (Replaced Vehicle).

The Replacement Vehicle funded under this AGREEMENT shall perform the same operations as the Replaced Vehicle, and the fleet average of miles operated in Placer County shall be a minimum of 10,200 miles per year for the first 5 years (Project Implementation Period), in order to meet the minimum fleet average of 51,000 miles within Placer County prior to the Contract End Date.

**Sections I through III below must be completed prior to the Project Completion End Date as outlined in Exhibit B of this AGREEMENT.**

- I. Prior to funding and prior to the CONTRACTOR taking delivery of the Replacement Vehicle, the CONTRACTOR shall meet the following conditions:
  - A. Purchase Replacement Vehicle described above. If after contract execution CONTRACTOR chooses to purchase a vehicle that is different than the originally proposed Replacement Vehicle, then CONTRACTOR shall make a request to PCAPCD, in writing, to seek approval of the change(s) as soon as possible. The vehicle modification shall: 1) not increase emissions from the originally proposed Replacement Vehicle, 2) shall continue to perform the same functions as the Replaced Vehicle, and 3) shall not

increase the awarded grant amount.

1. The modification in the Replacement Vehicle to be purchased shall only occur with PCAPCD approval. An approval/denial letter shall be emailed to the CONTRACTOR after PCAPCD has reviewed the request and has made a final determination.
  2. If the request to modify the originally proposed Replacement Vehicle results in an increase in emissions from its original evaluation, then PCAPCD shall reduce the awarded grant amount in order to maintain the same level of cost effectiveness. Such a change will require PCAPCD approval and a contractual amendment signed by both the CONTRACTOR and PCAPCD.
  3. Modified Replacement Vehicle must meet Carl Moyer Program Guidelines.
- B. Vendor warranty must provide protection for a minimum of 60 months or 75,000 miles, whichever comes first, and provide full warranty coverage of, at a minimum, zero-emission or all-electric motor, drive train, batteries/energy storage system(s), parts and labor. Warranties must be fully transferrable to subsequent school bus purchasers for the full warranty coverage period. Warranties must cover the following for the full warranty period (unless otherwise denoted):
1. Extended Motor, Drivetrain (including Battery), and Zero-Emission Components: Provide warranty coverage against defects in material and workmanship for the motor, transmission, rear axle, and electric or zero-emission system components including the battery. Gaskets and seals are not required to be included under the warranty coverage.
  2. Frame Rails, Cross Members, and Cab: For new school buses, coverage extends to structural cracks in the frame caused by defects in material workmanship and against corrosion perforation of the cab. For school bus conversions, the all-electric school bus vendor is only responsible for damage or corrosion tied to, or resulting from, their workmanship on, or handling of, these parts.
  3. Battery Degradation Warranty: Provide warranty coverage against battery degradation below 80 percent of capacity.
- C. CONTRACTOR shall deliver the Replaced Vehicle under this AGREEMENT to the dealership where the Replacement Vehicle will be purchased.
- D. The Replacement Vehicle shall not be delivered to the CONTRACTOR, from the dealership, until the following conditions have been completed:
1. CONTRACTOR (or its representative) shall provide to PCAPCD:
    - a. Copies of invoices relative to the purchase of the vehicle funded through this AGREEMENT;
    - b. Proof and terms of financing, including lender and amount financed (if applicable);
    - c. Warranty and its terms;
    - d. Copy of the registration (of the Replacement Vehicle);
    - e. Copy of the signed vehicle title (of the Replaced Vehicle);

- f. Proof of vehicle insurance;
  - g. Certification from the dealer that the Replaced Vehicle will be delivered to a PCAPCD approved dismantler within 60 days of receipt of the Replaced Vehicle. The certification must include the make, model, year, VIN, engine make, engine serial number, the date the vehicle is expected to be delivered to the dismantler, and the dismantler's location;
  - h. Have a Roadworthiness/Pre-Dismantle inspection conducted by PCAPCD or provide documentation showing that the Replaced Vehicle delivered to the dealer is as described in the application, in similar condition as found in the pre-inspection, roadworthy, in operational condition, and not stripped of parts (except for non-emission related body components or parts essential to vocation that will be installed on the replacement vehicle). This includes documentation showing that the old vehicle has passed a CHP BIT inspection in the past 90 days or conduct an equivalent vehicle inspection and sign as appropriate. If documentation is provided by a dealership, PCAPCD reserves the right to audit the dealership's record of inspection.
  - i. Certification from the CONTRACTOR that all funding sources that they have applied for or received for the PROJECT have been disclosed, and that the CONTRACTOR will notify PCAPCD of additional sources of funding received for the total cost of the PROJECT, including any sources that become available after contract execution, prior to PROJECT funding. CONTRACTOR is prohibited from receiving grants and other funds that exceed the total project amount.
  - j. Original invoice to PCAPCD, for the amount of requested grant funds for reimbursement. Note that the invoice cannot be paid until requirements in Section II below are met. PCAPCD may require CONTRACTOR to re-submit the invoice if payment requirements have not been met in the current PCAPCD fiscal year (7/1 through 6/30).
  - k. The Replacement Vehicle must have an engine with a horsepower rating not to exceed 125% horsepower of the Replaced Vehicle. Any engine with a horsepower above this range must be pre-approved by PCAPCD prior to purchase, whenever possible.
2. Have a post inspection conducted by PCAPCD (or its representative) of the Replacement Vehicle. The CONTRACTOR (or its representative) shall be responsible for scheduling the appointment with PCAPCD.
  3. A determination by PCAPCD that the Replacement Vehicle and all associated documentation have satisfied the requirements for funding and authorization for the vehicle to be delivered to the CONTRACTOR.
  4. Display on the Replacement Vehicle that partial funding was made available from PCAPCD. Any graphics used for this purpose need to be approved in advance by PCAPCD staff.

II. Prior to funding:

- A. The vehicle that is being replaced under this AGREEMENT must be delivered to a PCAPCD approved dismantler (or other PCAPCD approved entity) for destruction within

60 days of CONTRACTOR's receipt of the Replacement Vehicle funded under this AGREEMENT.

B. The dismantler (or other representative) shall provide a copy of DMV's "Non-Repairable Vehicle Certificate" using an "Application for Salvage Certificate or Non-Repairable Vehicle Certificate" (REG 488C), or a Notice of Acquisition/Report of Vehicle To Be Dismantled (REG 42) ensuring the VIN can never be registered again in California. Within 90 calendar days of the dismantle inspection date, the dismantler must provide verification to PCAPCD that the Replaced Vehicle has been registered with DMV as non-revivable with a type transaction code (TTC) L10 or C26 on the DMV Reconciliation transaction receipt or other DMV documentation that satisfies this requirement.

C. CONTRACTOR to provide a copy of CHP 292, when applicable.

III. Prior to the close of the Project Completion End Date, CONTRACTOR shall ensure the following:

A. The Replaced Vehicle has been dismantled per the conditions outlined in this Exhibit and the 2017 Carl Moyer Guidelines.

B. Within 60 days of the dismantler receiving the Replaced Vehicle, the dismantler must dismantle the vehicle. Dismantle is defined by:

1. Both frame rails must be completely severed between the front and rear axles.

2. A hole must be put in the engine block with a diameter of at least three inches at the narrowest point. The hole must be irregularly shaped (i.e. no symmetrical squares or circles). A section of the oil pan flange must be removed as part of the hole or have a line cut through it that connects to the hole.

3. If the vehicle is to be scrapped, the dismantler must completely sever the frame rails of the old vehicle to ensure that the vehicle will not be used again.

4. Upon request of PCAPCD, CARB may approve an alternative disposition for the old engine/vehicle.

C. Either the dismantler (if authorized by PCAPCD) or PCAPCD staff shall conduct a dismantle inspection to verify destruction of the Replaced Vehicle within 10 days of destruction, in accordance with the 2017 Carl Moyer Program Guidelines.

D. The Replaced Vehicle may not be sold/given to another person in which the intent is to part it out into individual pieces and then be sold to another party.

E. Provide proof of the automobile insurance coverage to PCAPCD. Automobile insurance, as required by law, shall not lapse and shall be maintained throughout the term of this AGREEMENT.

IV. Reporting and Recordkeeping Requirements during the PROJECT Implementation Period (The PROJECT Implementation Period refers to the timeframe between the Replacement Vehicle's approved Post-Inspection Date and the Contract End Date):

A. Record annual miles of the Replacement Vehicle throughout the term of this AGREEMENT. If the vehicle operates in areas outside of Placer County, identify/estimate the mileage within Placer County.

B. CONTRACTOR shall provide PCAPCD Annual Monitoring Reports as described in Exhibit C. The first annual monitoring report shall be submitted no later than 13 months

after PROJECT post-inspection and continuing annually thereafter throughout the Project Implementation Period of this AGREEMENT. At a minimum, noncompliance with the reporting requirements will require an on-site inspection(s). At the sole discretion of PCAPCD, ten (10) percent of the awarded grant amount, as outlined in Exhibit B, will be withheld pending the submittal and approval of the first Annual Monitoring Report as outlined in Exhibit C – Monitoring Report Format.

- C. CONTRACTOR shall maintain and retain usage and other records associated with the PROJECT for at least three years after the end of the contract term.
- D. Pursuant to Sections 8 of this AGREEMENT, CONTRACTOR shall provide proof of insurance prior to performing work on this PROJECT, and throughout the term of this contract.
- E. Throughout the term of the AGREEMENT, provide copies of the current automobile insurance of the Replacement Vehicle funded under this AGREEMENT, on an annual basis, to PCAPCD.

V. General Conditions:

- A. CONTRACTOR shall notify PCAPCD in writing if installation and/or implementation of this PROJECT will deviate from the scope of work as outlined in the CONTRACTOR'S Grant Application or this AGREEMENT at any time during the term of this AGREEMENT. CONTRACTOR shall notify the APCO within 15 days of recognizing such deviation. If funding has not yet been disbursed at the time of recognizing such deviation, then the CONTRACTOR shall notify the APCO at least 30 days in advance of any request for payment. The APCO has the sole discretion to approve, deny, or adjust funding amount as outlined in Exhibit B of this AGREEMENT, based on the extent of the deviation.
- B. CONTRACTOR shall maintain the Replacement Vehicle according to the manufacturer's specifications for the term of the AGREEMENT and shall not tamper with the engine in a way as to void the warranty or to cause the engine to operate in a manner not intended or originally designed.
- C. CONTRACTOR shall allow PCAPCD, CARB, or other designee to conduct an inspection or audit of the PROJECT being funded under this AGREEMENT, including the engine, equipment and associated records, during the contract term. At the time of execution of this AGREEMENT, CONTRACTOR's signature shall be a certification that its fleet, engine(s), and vehicles are in compliance with all applicable federal, State, and local air quality rules and regulations and shall continue to maintain, for the term of the AGREEMENT, compliance with all applicable federal, State, and local air quality rules and regulations for the full contract term.
- D. When determining compliance with mobile source regulatory requirements, the Replacement Vehicle shall be included when defining fleet size, when applicable.
- E. Throughout the term of this AGREEMENT, the PROJECT cannot be used to generate credits or compliance extensions, and must be excluded when determining regulatory compliance, when applicable.
- F. CONTRACTORS that receive co-funding for the PROJECT funded under this AGREEMENT must meet all criteria associated with each funding source used to fund the PROJECT.

- G. CONTRACTORS that are not a public entity must provide at least 15 percent of the PROJECT'S Moyer eligible costs from non-public sources.
- H. In addition to the terms of this AGREEMENT, CONTRACTOR shall adhere to all applicable requirements outlined in the applicable California Air Resources Board Guidelines. If there is a conflict between the terms of this contract and California Air Resources Board's guidelines, the California Air Resources Board's Guidelines shall prevail.
- I. By executing this AGREEMENT, CONTRACTOR understands and agrees to operate the Replacement Vehicle, and/or engine according to the terms herein and to cooperate with PCAPCD and CARB in implementation, monitoring, enforcement, and other efforts to assure the emission benefits are real, quantifiable, surplus, and enforceable.

VI. Repercussions for Nonperformance:

- A. If for any reason, after PROJECT funding, the Replacement Vehicle funded under this AGREEMENT does not perform according to what was submitted in the CONTRACTOR'S application, or in conjunction with the application, or if the conditions of this AGREEMENT are not met, PCAPCD or CARB may require reimbursement of grant funds.
- B. CARB and PCAPCD have the authority to pursue any remedies available under the law for noncompliance with Moyer Program requirements and nonperformance with terms outline in this AGREEMENT, in an effort to ensure emission reductions are obtained.

**EXHIBIT B**  
**CONTRACT TERM AND PAYMENT FOR SERVICES RENDERED**

**Contract Description: School Bus #7 Replacement**

**Contract Schedule (to occur on or before the following dates)**

Start Date:	last date signed by the parties
Project Completion End Date:	3/31/2022
Project Implementation Period:	5 years
Contract End Date:	3/31/2027

**Budget**

Amount Awarded by PCAPCD:	\$145,276.34
Co-Funding (including in-kind):	\$0.00
Estimated Total PROJECT Amount:	\$145,276.34

If the Total PROJECT Amount is less than what is listed above, then the CONTRACTOR may be required to provide an equivalent percentage of Co-Funding based on the reduced Total PROJECT Amount. The Amount Awarded by PCAPCD, as listed above, shall be adjusted accordingly.

**Payment**

PCAPCD will provide up to \$145,276.34 (One Hundred Forty-Five Thousand Two Hundred Seventy Six and 34/100 dollars) in funding to purchase the Replacement Vehicle, in accordance with the requirements listed in this AGREEMENT. Payment(s) shall be made to the CONTRACTOR within thirty (30) days after the billing is received and approved by PCAPCD.

At the sole discretion of PCAPCD, ten (10) percent of the awarded grant amount, as outlined in this exhibit, will be withheld pending the submittal and approval of the first Annual Monitoring Report as outlined in Exhibit C – Monitoring Report Format.

A completed federal W-9 form and California 590 form must be submitted prior to payment. An IRS Form 1099 will be issued for incentive funds received under this AGREEMENT, if applicable. It is the CONTACTOR'S responsibility to determine tax liability associated with receiving grant incentive funds.

**Invoices**

Invoices shall be submitted to PCAPCD in an original format and include the contract number. Along with submitting an invoice for reimbursement, provide copies of all paid receipts and proof of in-kind support (when applicable), and evidence of financing, associated with the PROJECT funded under this AGREEMENT.

**EXHIBIT C**  
**MONITORING REPORT FORMAT**

**Contract Description: School Bus #7 Replacement**

The first annual monitoring report shall be submitted no later than 13 months after PROJECT post-inspection and continuing annually thereafter throughout the PROJECT Implementation Time Frame of this AGREEMENT. The report can be emailed, mailed, or delivered in person to PCAPCD.

The report shall include the following:

1. CONTRACTOR's name, address, and telephone number.
2. Reference Contract Number.
3. Vehicle make, model, and VIN for each school bus within the fleet.
4. Previous year's average miles of operation of the operating school bus fleet and estimated percentage of fleet operation within Placer County.
5. Odometer readings of the school buses within the fleet.
6. Copy of current vehicle registration and proof of automobile insurance for the vehicle awarded under this agreement.

Note: After the monitoring report is submitted to PCAPCD, staff may conduct a performance evaluation on the PROJECT.