

# MEMORANDUM

DEPARTMENT OF PUBLIC WORKS  
County of Placer

TO: BOARD OF SUPERVISORS  
FROM: <sup>JD</sup> KEN GREHM / ROBERT BLASER  
SUBJECT: 2008 CLEAN AIR GRANTS

DATE: June 10, 2008

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## ACTION REQUESTED / RECOMMENDATION

Adopt a Resolution authorizing the Director of Public Works to execute three grant agreements with the Placer County Air Pollution Control District to receive a total of \$209,316 in Clean Air Grants for three projects.

## BACKGROUND / SUMMARY

DPW received approval of three Clean Air Grants from the Placer County Air Pollution District. These grants are for the following projects:

Project	Clean Air Grant	Total Project Funding
Replacement of a 1972 Snow Blower	\$150,000	\$ 365,000
Upgrade of CNG Fueling Station	\$ 45,000	\$1,500,000
Diesel Particulate Traps – 2 TART Buses	\$ 14,316	\$ 46,116

The snow blower is needed to replace a unit that has far exceeded its useful life. The new snow blower will provide much cleaner emissions and will be more efficient to operate and maintain. The funding for the CNG station will be added to previously awarded funds for a project to significantly upgrade the fueling capacity of the CNG station at the corporation yard in the County Government Center. The diesel particulate traps are necessary for the Tahoe Area Regional Transit bus fleet to remain in compliance with California Air Resources Board rules for transit agencies.

## ENVIRONMENTAL

The project is statutorily exempt from CEQA as it is an approval of a grant award.

## FISCAL IMPACT

DPW has two years to secure matching funds and finish the projects in the clean air grant program. Co-funding for the Snow Blower will be budgeted in the DPW Road Maintenance budget in the next two fiscal years. The CNG station upgrade is in the current budget and will be carried over to the FY 2008/09 budget with additional federal Congestion Mitigation Air Quality funds that have been previously approved for Placer County. The diesel particulate traps will be included in the FY 2008/09 final budget. Additional funding from State Proposition 1B funds will be sought to match the Clean Air Grant.

Attachment: Resolution  
Draft Agreements

T:\DPW\Transportation\transprt\2008 BOS Memos\2008 Air District Grants.doc

**Before the Board of Supervisors  
County of Placer, State of California**

In the matter of: **AUTHORIZE THE DIRECTOR  
OF PUBLIC WORKS TO EXECUTE THREE  
2008 CLEAN AIR GRANT AGREEMENTS WITH  
THE PLACER COUNTY AIR POLLUTION  
CONTROL DISTRICT IN THE AMOUNT OF  
\$209,316**

Resol. No:.....

Ord. No:.....

First Reading:.....

The following RESOLUTION was duly passed by the Board of Supervisors  
of the County of Placer at a regular meeting held \_\_\_\_\_

by the following vote:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

Attest:  
Clerk of said Board

\_\_\_\_\_  
Chair, Board of Supervisors

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**BE IT HEREBY RESOLVED** by the Board of Supervisors of the County of Placer,  
State of California, that this Board authorizes the Director of Public Works to  
execute the following agreements with the Placer County Air Pollution Control  
District:

- Agreement CN025301 for Retrofit of Tahoe Area Regional Transit Buses  
with diesel emissions control devices in the amount of \$14,316
- Agreement CN025302 to purchase and install, upgrade and retrofit  
equipment for the Dewitt Center CNG fueling station in the amount of  
\$45,000
- Agreement CN025303 to Replace a 1972 Idaho-Norland Rotary Snow  
Blower with a 2007 or Newer Model Year Snow Blower in the amount of  
\$150,000

*162*

# DRAFT

Agreement Number CN025303

## **DESCRIPTION: REPLACE A 1972 IDAHO-NORLAND ROTARY SNOW BLOWER WITH A 2007 OR NEWER MODEL YEAR SNOW BLOWER.**

This AGREEMENT is between the Placer County Air Pollution Control District (hereinafter "PCAPCD") and County of Placer, Department of Public Works Roads Division (hereinafter "CONTRACTOR").

### RECITALS

**WHEREAS**, under AB 2766 and AB 923 (Health and Safety Code Section 44220 and 44225 *et. seq.*), the PCAPCD has levied a \$6.00 fee on motor vehicles registered within the PCAPCD; and

**WHEREAS**, the PCAPCD has received Air Quality Mitigation Funds to off-set the impact of new development in Placer County by reducing emissions, primarily ozone precursor emissions, from sources that are not required by law to reduce emissions; and

**WHEREAS**, pursuant to AB 2766, AB 923 and the APCD's Offsite Mitigation Program, the monies collected under these levies must be used to reduce air pollution from motor vehicles and other sources, and for related air quality planning, education, air monitoring, and technical studies necessary for the implementation of the California Clean Air Act; and

**WHEREAS**, CONTRACTOR has requested that the PCAPCD provide Clean Air Grant monies for the PROJECT(s) described in Exhibit A, subject to the terms and conditions set forth in this AGREEMENT; and

**WHEREAS**, CONTRACTOR has represented to the PCAPCD that CONTRACTOR has the necessary expertise, experience and ability to competently complete the described PROJECT(s); and

**WHEREAS**, PCAPCD staff has carefully reviewed the described PROJECT(s) and have found them to be within the requirements of AB 2766, AB 923 and the Offsite Mitigation Program in that the PROJECT(s) are reasonably expected to reduce air pollution and help in the further implementation of the California Clean Air Act and,

**WHEREAS**, the PCAPCD Board of Directors has approved Resolution #08-05, authorizing the Air Pollution Control Officer to sign and amend, as needed, grant agreements and contracts for approved projects listed in the table "PCAPCD Clean Air Projects 2008".

**NOW THEREFORE**, In consideration of the promises and covenants set forth herein, the parties agree as follows:

**1. Contract Period**

- a) The term of this contract shall begin on the date signed by both parties and conclude on or before May 31, 2010 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.

**2. Services**

- a) CONTRACTOR agrees, during the term of this AGREEMENT, to perform the contracting services set forth below and in Exhibit "A" – Scope of Work (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.

**3. Payment**

- a) PCAPCD agrees to pay for the services covered by this AGREEMENT pursuant to the payment schedule set forth below and in Exhibit "B"- Payment Schedule.
- 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 sum payable without prior written agreement by the PCAPCD.
- c) CONTRACTOR shall bill PCAPCD after purchase orders have been issued or contracts have been entered into for approved services or the project has been completed. CONTRACTOR agrees to provide a detailed invoice to PCAPCD referencing the contract number with copies of purchase orders, signed contracts, or receipts. PCAPCD retains the right to require proof of services performed or costs incurred prior to any payment under this AGREEMENT. Ten (10) percent of the contract amount will be withheld pending the presentation to PCAPCD of the final report as outlined in Exhibit C – Final Report Format.
- 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. However, PCAPCD shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.

**4. Notices**

- a) Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail,

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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  
3091 County Center Drive, Suite 240  
Auburn, CA 95603

**CONTRACTOR:**

County of Placer, Department of Public Works  
Hal Kastner  
11428 "F" Avenue  
Auburn, CA 95603

- b) Any notice so delivered personally shall be deemed to be received on the date of delivery 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 –Payment Schedule, in accordance with the requirements listed in Exhibit A, Work Statement
- 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 this maximum amount without prior written agreement by the PCAPCD
- 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
- c) Labor, equipment, material, supply costs and other charges will be in conformance with the requirements of Exhibit B

- d) No component of the monies to be paid by PCAPCD to CONTRACTOR will 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 paragraph 3.

7. **Hold Harmless/Indemnity**

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.

As used above, the term PCAPCD means PCAPCD or its officers, agents, employees, and volunteers.

8. **Insurance Requirements**

It is recognized that CONTRACTOR is a self insured public agency, and as such provides coverage for General Liability, Errors & Omissions and Worker's Compensation. CONTRACTOR shall maintain said insurance in full force and effect during the term of this contract.

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 the 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 the 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 the 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

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 what ever 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 the PCAPCD.

**20. Exhibits**

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

**The parties so agree.**

**PCAPCD:**

\_\_\_\_\_  
By: Thomas J. Christofk  
Air Pollution Control Officer

\_\_\_\_\_  
Date

**CONTRACTOR:**

\_\_\_\_\_  
Ken Grehm  
Director Placer County Department of Public Works

\_\_\_\_\_  
Date

## EXHIBIT A - WORK STATEMENT

To Contract Number 25303

2008

**Placer County Road Department**  
11428 "F" Avenue  
Auburn, CA 95603

### **Modernize a 1972 snow blower engine.**

1. Placer County Road Department shall replace a 1972 Idaho-Norland rotary snow blower with a 2007 or newer model year rotary blower.
2. The old snow blower being replaced under this grant will be rendered inoperable with at least a 2" hole in the engine block or crushed.
3. Placer County Road Department shall provide copies of purchase agreements relative to the purchase of the 2007 or newer rotary blower funded through this contract.
4. The rotary blower, being funded by this grant must operate at least five (5) years within Placer County's fleet.
5. The Placer County Road Department shall adhere to time constraints in paragraph 3, of the AGREEMENT for the purchase of the rotary blower and for encumbrance and disbursement of funds.
6. The District may require a pre- and post-inspection in order to verify contractual requirements have been met.
7. DPW shall notify Placer County Air Pollution Control District (District) in writing if installation and/or implementation of this project will deviate from the scope of work outlined in DPW's 2008 Clean Air Grant Application. This notification will occur at least 14 days in advance of any request for payments from DPW. Any changes in the scope of work are subject to approval from the PCAPCD.
8. If for any reason, after project funding the equipment/project funded under this contract does not perform according to what was submitted in the 2008 CAG application or if the conditions of this contract are not met, the Placer County Roads Department shall return partial to all awarded grant funds to the District in a timely manner.
9. The Placer County Road Department shall provide the PCAPCD a Final Report as described in Exhibit B. The Final Report shall be submitted within 90 days after the initial year of operation.

10. The Placer County Road Department shall display on the property that partial funding was made available from PCAPCD. The PCAPCD will provide the graphics and lettering on a self-adhesive sticker after project funding, however, the Placer County Road Department may provide alternative graphic layouts and designs to the PCAPCD for approval in lieu of District's supplied graphics. If the PCAPCD approves the alternative graphic design, the costs with manufacturing and applying these alternative graphics will be borne by the Placer County Road Department.

**EXHIBIT B- PAYMENT SCHEDULE**

**To Contract Number 025303**

**2008**

**CONTRACTOR:** County of Placer, Public Works Department, Roads Division

**Budget:**

Amount Awarded by PCAPCD:	\$ 150,000
Co-Funding (if applicable)	\$ 215,000
Total PROJECT Amount:	\$ 365,000

**PROJECT Title:**

Replace Snow Blower.

**PROJECT Time Line:**

Proposed Start Date:	May 31, 2008
Final Date to Receive Co-Funding:	May 31, 2009
Proposed End Date:	May 31, 2010

**Project Description:**

Replace 1972 Idaho-Norland snow blower with a 2007 or newer model year snow blower and render inoperable the 1972 blower.

**Payment:**

The PCAPCD will provide up to One Hundred Fifty Thousand Dollars (\$150,000) in funding for the snow blower replacement in accordance with the requirements listed in Exhibit A, Work Statement and Exhibit B- Payment Schedule.

## EXHIBIT C - FINAL REPORT FORMAT

To Contract Number 25303

2008

Placer County Road Department  
11428 "F" Avenue  
Auburn, CA 95603

The final report shall include the following information:

1. Identify the project being reported including contract number
2. Describe any problems encountered during implementation.
3. Provide annual vehicle miles/hours traveled & fuel consumption records for each vehicle.
4. Describe the performance of the new equipment.

Note: After the final report is submitted to the District, staff will conduct a performance evaluation on the project, which could include an on-site inspection.

# DRAFT

Agreement Number CN025302

## **DESCRIPTION: PURCHASE AND INSTALL UPGRADE AND RETROFIT EQUIPMENT FOR THE DEWITT CENTER CNG FUELING STATION**

This AGREEMENT is between the Placer County Air Pollution Control District (hereinafter "PCAPCD") and County of Placer, Public Works Department, Transit Division (hereinafter "CONTRACTOR").

### RECITALS

**WHEREAS**, under AB 2766 and AB 923 (Health and Safety Code Section 44220 and 44225 *et. seq.*), the PCAPCD has levied a \$6.00 fee on motor vehicles registered within the PCAPCD; and

**WHEREAS**, the PCAPCD has received Air Quality Mitigation Funds to off-set the impact of new development in Placer County by reducing emissions, primarily ozone precursor emissions, from sources that are not required by law to reduce emissions; and

**WHEREAS**, pursuant to AB 2766, AB 923 and the APCD's Offsite Mitigation Program, the monies collected under these levies must be used to reduce air pollution from motor vehicles and other sources, and for related air quality planning, education, air monitoring, and technical studies necessary for the implementation of the California Clean Air Act; and

**WHEREAS**, CONTRACTOR has requested that the PCAPCD provide Clean Air Grant monies for the PROJECT(s) described in Exhibit A, subject to the terms and conditions set forth in this AGREEMENT; and

**WHEREAS**, CONTRACTOR has represented to the PCAPCD that CONTRACTOR has the necessary expertise, experience and ability to competently complete the described PROJECT(s); and

**WHEREAS**, PCAPCD staff has carefully reviewed the described PROJECT(s) and have found them to be within the requirements of AB 2766, AB 923 and the Offsite Mitigation Program in that the PROJECT(s) are reasonably expected to reduce air pollution and help in the further implementation of the California Clean Air Act and,

**WHEREAS**, the PCAPCD Board of Directors has approved Resolution #08-05, authorizing the Air Pollution Control Officer to sign and amend, as needed, grant agreements and contracts for approved projects listed in the table "PCAPCD Clean Air Projects 2008".

**NOW THEREFORE**, In consideration of the promises and covenants set forth herein, the parties agree as follows:

1. **Contract Period**

- a) The term of this contract shall begin on the date signed by both parties and conclude on or before May 31, 2010 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.

2. **Services**

- a) CONTRACTOR agrees, during the term of this AGREEMENT, to perform the contracting services set forth below and in Exhibit "A" – Scope of Work (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.

3. **Payment**

- a) PCAPCD agrees to pay for the services covered by this AGREEMENT pursuant to the payment schedule set forth below and in Exhibit "B"- Payment Schedule.
- 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 sum payable without prior written agreement by the PCAPCD.
- c) CONTRACTOR shall bill PCAPCD after purchase orders have been issued or contracts have been entered into for approved services or the project has been completed. CONTRACTOR agrees to provide a detailed invoice to PCAPCD referencing the contract number with copies of purchase orders, signed contracts, or receipts. PCAPCD retains the right to require proof of services performed or costs incurred prior to any payment under this AGREEMENT. Ten (10) percent of the contract amount will be withheld pending the presentation to PCAPCD of the final report as outlined in Exhibit C – Final Report Format.
- 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. However, PCAPCD shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.

4. **Notices**

- a) Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered 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  
3091 County Center Drive, Suite 240  
Auburn, CA 95603

CONTRACTOR:  
County of Placer, Department of Public Works, Transit Division  
Will Garner  
3091 County Center Drive, Suite 220  
Auburn, CA 95603

- b) Any notice so delivered personally shall be deemed to be received on the date of delivery 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 –Payment Schedule, in accordance with the requirements listed in Exhibit A, Work Statement
- 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 this maximum amount without prior written agreement by the PCAPCD
- 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
- c) Labor, equipment, material, supply costs and other charges will be in conformance with the requirements of Exhibit B

- d) No component of the monies to be paid by PCAPCD to CONTRACTOR will 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 paragraph 3.

7. **Hold Harmless/Indemnity**

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.

As used above, the term PCAPCD means PCAPCD or its officers, agents, employees, and volunteers.

8. **Insurance Requirements**

It is recognized that CONTRACTOR is a self insured public agency, and as such provides coverage for General Liability, Errors & Omissions and Worker's Compensation. CONTRACTOR shall maintain said insurance in full force and effect during the term of this contract.

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 the 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 the 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 the 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

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 what ever 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 the PCAPCD.

20. **Exhibits**

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

**The parties so agree.**

**PCAPCD:**

\_\_\_\_\_  
By: Thomas J. Christofk  
Air Pollution Control Officer

\_\_\_\_\_  
Date

**CONTRACTOR:**

\_\_\_\_\_  
Ken Grehm  
Director, Placer County Department of Public Works

\_\_\_\_\_  
Date

## EXHIBIT A - WORK STATEMENT

To Requisition Number 25302

2008

Placer County Dept. of Public Works (DPW)  
3091 County Center Drive  
Suite 220  
Auburn, CA 95603

### Upgrade CNG station at Dewitt Center.

1. DPW shall purchase and install upgrade and retrofit equipment for the Dewitt CNG fueling station as described in their 2008 CAG application.
2. DPW shall adhere to time constraints in paragraph 3, of the AGREEMENT, for the purchase and installation of upgrade and retrofit equipment and for encumbrance and disbursement of funds.
3. The District may require a pre- and post-inspection in order to verify contractual requirements have been met.
4. DPW shall notify Placer County Air Pollution Control District (District) in writing if installation and/or implementation of this project will deviate from the scope of work outlined in DPW's 2008 Clean Air Grant Application. This notification will occur at least 14 days in advance of any request for payments from DPW. Any changes in the scope of work are subject to approval from the PCAPCD.
5. If for any reason after project funding, the equipment/project funded under this contract does not perform according to what was submitted in the 2008 CAG application or if the conditions of this contract are not met, DPW shall return partial to all awarded grant funds to the District in a timely manner.
6. DPW shall provide the PCAPCD a Final Report as described in Exhibit B. The Final Report shall be submitted within 90 days after the initial year of operation.
7. DPW shall display on the property that partial funding was made available from PCAPCD. The PCAPCD will provide the graphics and lettering on a self-adhesive sticker after project funding, however, the PDW may provide alternative graphic layouts and designs to the PCAPCD for approval in lieu of District's supplied graphics. If the PCAPCD approves the alternative graphic design, the costs with manufacturing and applying these alternative graphics will be borne by the DPW.

**EXHIBIT B - PAYMENT SCHEDULE**

**To Contract Number 025302**

**2008**

**CONTRACTOR:** County of Placer, Department of Public Works

**Budget:**

Amount Awarded by PCAPCD:	\$ 45,000
Co-Funding (if applicable)	\$ 344,000
Total PROJECT Amount:	\$ 389,000

**PROJECT Title:**

Upgrade Dewitt CNG Fueling Station

**PROJECT Time Line:**

Proposed Start Date:	May 31, 2008
Final Date to Receive Co-Funding:	May 31, 2009
Proposed End Date:	May 31, 2010

**Project Description:**

Purchase and install upgrade and retrofit equipment for the Dewitt Center CNG fueling Station.

**Payment:**

The PCAPCD will provide up to Forty Five Thousand Dollars (\$45,000) in funding for the upgrade and retrofit of the Dewitt CNG fueling Station in accordance with the requirements listed in Exhibit A, Work Statement and Exhibit B- Payment Schedule.

## EXHIBIT C - FINAL REPORT FORMAT

To Contract Number 25302

2008

Placer County Dept. of Public Works (DPW)  
3091 County Center Drive  
Suite 220  
Auburn, CA 95603

**The final report shall include the following information:**

1. Describe any implementation problems.
2. Provide breakdown of project staff time needed to implement the project.
3. Provide invoices, purchase orders, and agreement number.
4. Describe any project scope changes from original application. This includes construction bid changes and whether or not this resulted in a surplus or deficit of funds.
5. Provide amount of matching funds used.
6. Provide estimated project life.

# DRAFT

Agreement Number CN025301

## **DESCRIPTION: RETROFIT TWO (2) TAHOE AREA REGIONAL TRANSIT (TART) BUSES WITH CLEAIRE LONGVIEW® DEVICES.**

This AGREEMENT is between the Placer County Air Pollution Control District (hereinafter "PCAPCD") and County of Placer, Department of Public Works Transit Division (hereinafter "CONTRACTOR").

### RECITALS

**WHEREAS**, under AB 2766 and AB 923 (Health and Safety Code Section 44220 and 44225 *et. seq.*), the PCAPCD has levied a \$6.00 fee on motor vehicles registered within the PCAPCD; and

**WHEREAS**, the PCAPCD has received Air Quality Mitigation Funds to off-set the impact of new development in Placer County by reducing emissions, primarily ozone precursor emissions, from sources that are not required by law to reduce emissions; and

**WHEREAS**, pursuant to AB 2766, AB 923 and the APCD's Offsite Mitigation Program, the monies collected under these levies must be used to reduce air pollution from motor vehicles and other sources, and for related air quality planning, education, air monitoring, and technical studies necessary for the implementation of the California Clean Air Act; and

**WHEREAS**, CONTRACTOR has requested that the PCAPCD provide Clean Air Grant monies for the PROJECT(s) described in Exhibit A, subject to the terms and conditions set forth in this AGREEMENT; and

**WHEREAS**, CONTRACTOR has represented to the PCAPCD that CONTRACTOR has the necessary expertise, experience and ability to competently complete the described PROJECT(s); and

**WHEREAS**, PCAPCD staff has carefully reviewed the described PROJECT(s) and have found them to be within the requirements of AB 2766, AB 923 and the Offsite Mitigation Program in that the PROJECT(s) are reasonably expected to reduce air pollution and help in the further implementation of the California Clean Air Act and,

**WHEREAS**, the PCAPCD Board of Directors has approved Resolution #08-05, authorizing the Air Pollution Control Officer to sign and amend, as needed, grant agreements and contracts for approved projects listed in the table "PCAPCD Clean Air Projects 2008".

**NOW THEREFORE**, In consideration of the promises and covenants set forth herein, the parties agree as follows:

**1. Contract Period**

- a) The term of this contract shall begin on the date signed by both parties and conclude on or before May 31, 2010 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.

**2. Services**

- a) CONTRACTOR agrees, during the term of this AGREEMENT, to perform the contracting services set forth below and in Exhibit "A" – Scope of Work (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.

**3. Payment**

- a) PCAPCD agrees to pay for the services covered by this AGREEMENT pursuant to the payment schedule set forth below and in Exhibit "B"- Payment Schedule.
- 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 sum payable without prior written agreement by the PCAPCD.
- c) CONTRACTOR shall bill PCAPCD after purchase orders have been issued or contracts have been entered into for approved services or the project has been completed. CONTRACTOR agrees to provide a detailed invoice to PCAPCD referencing the contract number with copies of purchase orders, signed contracts, or receipts. PCAPCD retains the right to require proof of services performed or costs incurred prior to any payment under this AGREEMENT. Ten (10) percent of the contract amount will be withheld pending the presentation to PCAPCD of the final report as outlined in Exhibit C – Final Report Format.
- 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. However, PCAPCD shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.

**4. Notices**

- a) Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered 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  
3091 County Center Drive, Suite 240  
Auburn, CA 95603

**CONTRACTOR:**

County of Placer, Department of Public Works Transit Division  
Will Garner  
3091 County Center Dr., Suite 220  
Auburn, CA 95603

- b) Any notice so delivered personally shall be deemed to be received on the date of delivery 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 –Payment Schedule, in accordance with the requirements listed in Exhibit A, Work Statement
- 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 this maximum amount without prior written agreement by the PCAPCD
- 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
- c) Labor, equipment, material, supply costs and other charges will be in conformance with the requirements of Exhibit B

- d) No component of the monies to be paid by PCAPCD to CONTRACTOR will 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 paragraph 3.

7. **Hold Harmless/Indemnity**

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.

As used above, the term PCAPCD means PCAPCD or its officers, agents, employees, and volunteers.

8. **Insurance Requirements**

It is recognized that CONTRACTOR is a self insured public agency, and as such provides coverage for General Liability, Errors & Omissions and Worker's Compensation. CONTRACTOR shall maintain said insurance in full force and effect during the term of this contract.

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 the 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 the 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 the 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

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 what ever 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 the PCAPCD.

20. Exhibits

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

The parties so agree.

PCAPCD:

\_\_\_\_\_  
By: Thomas J. Christofk  
Air Pollution Control Officer

\_\_\_\_\_  
Date

CONTRACTOR:

\_\_\_\_\_  
Ken Grehm  
Placer County Director of Public Works

\_\_\_\_\_  
Date

## EXHIBIT A - WORK STATEMENT

To Contract Number 25301

2008

Placer County Department of Public Works (DPW)  
3091 County Center Dr.  
Suite 220  
Auburn, CA 95603

### Retrofit two TART transit buses with Cleaire Longviews®.

1. DPW shall retrofit two TART transit buses with Cleaire Longviews®. The buses to be retrofitted are bus numbers 9 and 10.
2. Not more than \$7,158 (\$14,316 total) in grant funds shall be applied to the retrofitting of a single bus.
3. DPW shall provide copies of purchase agreements relative to the purchase of the two (2) retrofits funded through this contract.
4. The retrofits being funded by this grant must operate at least five (5) years on TART transit buses.
5. DPW shall adhere to time constraints in paragraph 3, of the AGREEMENT for the purchase of two Cleaire Longviews® and for encumbrance and disbursement of funds.
6. The District may require a pre- and post-inspection in order to verify contractual requirements have been met.
7. DPW shall notify Placer County Air Pollution Control District (District) in writing if installation and/or implementation of this project will deviate from the scope of work outlined in DPW's 2008 Clean Air Grant Application. This notification will occur at least 14 days in advance of any request for payments from DPW. Any changes in the scope of work are subject to approval from the PCAPCD.
8. If for any reason after project funding the equipment/project funded under this contract does not perform according to what was submitted in the 2008 CAG application or if the conditions of this contract are not met, DPW shall return partial to all awarded grant funds to the District in a timely manner.
9. DPW shall provide the PCAPCD a Final Report as described in Exhibit B. The Final Report shall be submitted within 90 days after the initial year of operation.
10. DPW shall display on the property that partial funding was made available from PCAPCD. The PCAPCD will provide the graphics and lettering on a self-adhesive

sticker after project funding, however, DPW may provide alternative graphic layouts and designs to the PCAPCD for approval in lieu of District's supplied graphics. If the PCAPCD approves the alternative graphic design, the costs with manufacturing and applying these alternative graphics will be borne by DPW.

**EXHIBIT B- PAYMENT SCHEDULE**

**To Contract Number 025301**

**2008**

**CONTRACTOR:** County of Placer, Department of Public Works Transit Division

**Budget:**

Amount Awarded by PCAPCD:	\$ 14,316
Co-Funding (if applicable)	\$ 31,800
Total PROJECT Amount:	\$ 46,116

**PROJECT Title:**

Retrofit two transit busses.

**PROJECT Time Line:**

Proposed Start Date:	May 31, 2008
Final Date to Receive Co-Funding:	May 31, 2009
Proposed End Date:	May 31, 2010

**Project Description:**

Install Claire Longview® retrofit devices on two (2) TART busses.

**Payment:**

The PCAPCD will provide up to Fourteen Thousand Three Hundred Sixteen Dollars (\$14,316) in funding for the retrofit installation in accordance with the requirements listed in Exhibit A, Work Statement and Exhibit B- Payment Schedule.

## EXHIBIT C - FINAL REPORT FORMAT

To Contract Number 25301

2008

Placer County Department of Public Works (DPW)  
3091 County Center Dr.  
Suite 220  
Auburn, CA 95603

The final report shall include the following information:

1. Identify the project being reported including contract number
2. Describe any problems encountered during implementation.
3. Provide annual vehicle miles traveled & fuel consumption records for each vehicle.
4. Describe the performance of the new equipment.

Note: After the final report is submitted to the District, staff will conduct a performance evaluation on the project, which could include an on-site inspection.