



GRANT AGREEMENT

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

Contract Number: **SCN103425**

Board Resolution: **18-07**

Contract Description: **Battery-Electric Bus (BEB) Charging Station**

This AGREEMENT is between the Placer County Air Pollution Control District (hereinafter "PCAPCD") and City of Roseville, (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

CONTRACTOR:
City of Roseville
Attn: Dominick Casey
316 Vernon Street, Suite 150
Roseville, CA 95765
Email: dcasey@roseville.ca.us

- 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.

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:

Dominick Casey
City Manager

Date

**EXHIBIT A
SCOPE OF SERVICES**

Contract Description: Battery-Electric Bus (BEB) Charging Station

Project Contact Information (subject to change):

CONTRACTOR:

Michael Dour
(916) 746-1304
mdour@roseville.ca.us

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:

CONTRACTOR shall purchase and have installed a battery-electric bus (BEB) charging station located at 2075 Hilltop Circle, Roseville. The charging station shall include three 150 kW, Proterra, level 2 or higher chargers. Each charger will have two dispensers with capability of having four plugs each. Each charger can charge two buses simultaneously at 75 kW. In addition to the chargers, the station will include associated equipment and infrastructure, including but not limited to, control unit, relay modules, pedestal, a transformer, conduit, concrete pad, electrical, and panel board as outlined in CONTRACTOR's 2020 Carl Moyer application and associated quotes. The transformer will be sized to accommodate the above-described chargers and future planned chargers for the transit charging station. The size of the transformer will be determined during final design and is anticipated to be in the 1-1.5 MW range.

Usage of the BEB charging station described within this AGREEMENT is anticipated to consist of five buses per weekday, excluding holidays and out of service days where buses and/or chargers are subject to maintenance and repair, approximately 240 days per year. That is an estimated total of 1,200 bus visits per year. This number will be lower in 2022 depending on the date buses start-up, which is anticipated to be April 2022. CONTRACTOR shall make every possible effort to meet this usage goal, for the first three years of operation.

I. To be Completed Prior to Funding and Prior to Project Completion End Date

Prior to funding and prior to the close of the Project Completion End Date, as outlined in Exhibit B, the CONTRACTOR shall meet the following conditions:

- A. Purchase and install BEB charging station as described above, and as outlined in CONTRACTOR's Carl Moyer grant application and associated quotes. If, after execution

of this AGREEMENT, CONTRACTOR wishes to amend/modify project scope, from what was herein described, CONTRACTOR shall submit a request to PCAPCD as soon as possible to seek approval to do so. Changes to project scope and description may only occur with PCAPCD written permission. Additional project costs from such changes, or costs not eligible for funding shall be borne by the CONTRACTOR.

- B. Battery charging station installations which are available to the public must be reported to the Department of Energy Alternative Fuel Data Center located at:
<http://www.afdc.energy.gov/locator/stations/>
- C. CONTRACTOR (or its representative) shall provide to PCAPCD:
 - 1) Copies of invoices relative to the purchase of equipment and services funded under this AGREEMENT.
 - 2) Proof and terms of financing, including lender and amount financed (if applicable).
 - 3) Warranty and its terms for installed equipment.
 - 4) Original invoice to PCAPCD, for the amount of requested grant funds for reimbursement. Note that the invoice cannot be paid until all of the requirements for funding have been completed. 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).
 - 5) CONTRACTOR shall provide documentation identifying that they have obtained all applicable land use permits from agencies needed to install and operate the stations.
 - 6) 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.
- D. Visibly display at each charging station that funding was made available by PCAPCD. Any graphics used for this purpose need to be approved in advance by PCAPCD staff.
- E. Have a post-inspection conducted by PCAPCD staff in order to verify PROJECT completion and operation as outlined in this AGREEMENT and the CONTRACTOR'S grant application.
- F. A determination by PCAPCD that the PROJECT and all associated documentation have satisfied the requirements for reimbursement.
- G. Charger must be certified by a Nationally Recognized Testing Laboratory (e.g., Underwriter's Laboratories, Intertek) located at:
<https://www.osha.gov/dts/otpca/nrtl/nrtllist.html>.

II. To Be Completed During Project Implementation Period

During the PROJECT Implementation Period, the CONTRACTOR shall complete the following reporting and recordkeeping requirements. The PROJECT Implementation Period refers to the timeframe between the PCAPCD Approved Post-Inspection date and the Contract End Date:

- A. CONTRACTOR shall keep records in order to satisfy the requirements of the Annual Monitoring Report, as outlined in Exhibit C of this AGREEMENT. Such records shall include quantity of fuel/electricity used at each station, number and type of users, and any downtime encountered, including duration and cause of downtime.
- 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 Time Frame 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 Section 8 of this AGREEMENT, CONTRACTOR shall provide proof of insurance prior to performing work on this PROJECT, and throughout the term of this contract.

III. General Conditions:

- A. Work associated with the installation of the charging/alternative fueling infrastructure must be done by a licensed contractor. CONTRACTOR agrees to be bound by the provisions of State Labor Code Section 1771 regarding prevailing wages, as applicable. If applicable, Contractor shall monitor all agreements subject to reimbursement from this agreement to ensure that the prevailing wage provisions of State Labor Code Section 1771 are being met.
- B. All electric vehicle infrastructure and equipment on the customer side of the electrical meter must be installed by contractors with the appropriate license classification as determined by the Contractors State License Board. Specifically, at least one electrician on each crew, at any given time, must hold an Electric Vehicle Infrastructure Training Program (EVITP) certification; and
 - 1) Projects that install a charging port supplying 25 kilowatts (kW) or more, must have at least 25 percent of the total electricians working on the crew for the project, at any given time, hold an Electric Vehicle Infrastructure Training Program (EVITP) certification; and
 - 2) One member of each crew may be both the contractor and an EVITP certified electrician.
- C. Eligible costs are limited to the purchase and installation of the equipment for power delivery or fueling directly related to the infrastructure project and must utilize commercially available technologies. Refer to the 2017 Carl Moyer Guidelines, Chapter 10, for a complete list of eligible, discretionary and ineligible costs.
- D. Publicly accessible stations, at a minimum must be accessible to the public daily, during regular business hours.
- E. Equipment and parts must be new.
- F. For Battery charging stations, chargers must be Level 2 or higher.

- G. Publicly accessible light-duty battery charging stations must use a valid and universally accepted charge connector protocol (e.g. Society of Automotive Engineers, CHAdeMO)
- H. Equipment must have at least a one-year warranty.
- I. The equipment funded under this AGREEMENT must be in operable condition throughout the term of this AGREEMENT.
 - 1) Publicly accessible infrastructure projects must maintain a 95 percent successful charging rate with 24/7 customer service available on site, via toll free telephone number. If equipment becomes non-functional, the CONTRACTOR is responsible for ensuring that repairs are made and the station is up and running within 48 hours. The CONTRACTOR must notify PCAPCD of any downtime beyond the 48 hours and work with PCAPCD to ensure publicly accessible stations become operational.
 - 2) For non-publicly accessible infrastructure projects, if the equipment becomes non-functional, the CONTRACTOR has 15 business days to report the problem to PCAPCD and begin working with PCAPCD promptly to ensure infrastructure equipment is operational.
 - 3) During the PROJECT Implementation Time Frame, if the fuel/energy meter fails for any reason, the fuel/energy meter must be repaired or replaced as soon as possible and is considered a maintenance expense, therefore not an eligible cost for reimbursement.
- J. PROJECTS must comply with all applicable federal, State, and local laws and requirements, including environmental laws and State building, environmental, and fire codes.
- K. For charging/alternative fueling infrastructure projects that receive a grant of \$50,000 or more, PCAPCD shall submit a Uniform Commercial Code-1 Financing Statement Form to the California Secretary of State. The financing statement shall list PCAPCD as the secured party.
- L. 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.
- M. CONTRACTOR shall maintain the equipment funded under this AGREEMENT according to the manufacturer's specifications for the term of the AGREEMENT and shall not tamper with it in any way as to void the warranty.
- N. 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.

- O. 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.
- P. 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.
- Q. CONTRACTORS that are not a public entity must provide at least 15 percent of the PROJECT'S Moyer eligible costs from non-public sources.
- R. In addition to the terms of this AGREEMENT, CONTRACTOR shall adhere to all 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.
- S. By executing this AGREEMENT, CONTRACTOR understands and agrees to operate and maintain their station(s) 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.

IV. Repercussions for Nonperformance:

- A. If for any reason, after PROJECT funding, the PROJECT 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: Battery-Electric Bus (BEB) Charging Station

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 Start Date:	Upon approved Post-Inspection by PCAPCD
Project Implementation Period:	3 years
Contract End Date:	3/31/2025

Budget

Amount Awarded by PCAPCD:	\$140,125.03
Co-Funding (including in-kind):	\$435,386.97
Estimated Total PROJECT Amount:	\$575,512.00

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 \$140,125.03 (One Hundred Forty Thousand One Hundred Twenty-Five and 03/100 Dollars) in funding, 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 CONTRACTOR'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: Battery-Electric Bus (BEB) Charging Station

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. 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. Qualitative description of public and private uses.
4. Annual and cumulative PROJECT total of usage per charger (e.g. kilowatt-hour) and number of plug in events.
5. If the charging station has incorporated solar or wind power generation equipment, then provide the amount of electricity generated (kilowatt-hour) from the solar or wind power generating equipment.
6. Any unscheduled downtime, including duration of downtime and causes of downtime.

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