

**LAKE COUNTY AIR QUALITY MANAGEMENT DISTRICT
CARL MOYER PROGRAM BUS REPLACEMENT AGREEMENT**

This Agreement (Agreement) between the Kelseyville Unified School District ("Participant"), a public agency of the State of California, and the Lake County Air Quality Management District ("District"), a body corporate and politic and a public agency of the State of California, is made and entered into this _____ day of _____, 2017.

1.0. Recitals

- 1.1. The District is in a designated Attainment Area. Pollutants of concern, which the District strives to prevent and decrease to remain in Attainment Status, include ozone and diesel particulate. Ozone is formed by the interaction of Nitrogen Oxides (NOx) and other precursor pollutants. The majority of NOx is generated by vehicles, including heavy-duty vehicles and engines. Diesel particulate is a known carcinogen in the State of California.
- 1.2. The District is the local agency within the boundaries of Lake County with the primary responsibility for the development, implementation, monitoring, and enforcement of air pollution control strategies.
- 1.3. The District is authorized to implement programs to reduce transportation emissions, including programs to encourage the use of alternative fuels and low-emission vehicles.
- 1.4. The District's Board of Directors adopted Resolution 2014-52 on May 6, 2014 to participate in the California Air Resources Board Carl Moyer Program, a grant program for funding projects that would reduce stationary and mobile vehicle emissions.
- 1.5. The Moyer Program was recently expanded to include the purchase of new school buses to replace old, high-polluting public school buses. The primary goal of this program is to reduce school children's exposure to both cancer-causing and smog-forming pollution. The replacement of old, high-emitting public school buses significantly reduce both NOx and toxic diesel particulate matter emissions, thereby reducing school children's exposure to diesel-related pollution.
- 1.6. The California Air Resources Board (CARB) has defined particulate matter (PM) from diesel-fueled vehicles and engines as a toxic air contaminant. CARB and air districts recognize that PM emissions from diesel-fueled engines and vehicles are a serious public health concern, and that PM poses an increased risk to school age children because children are more susceptible to PM's harmful health effects.
- 1.7. This Agreement will help fund the replacement of old, high-emitting public school buses to significantly reduce toxic particulate matter emissions, thereby reducing school children's exposure to diesel-related pollution.
- 1.8. Participant understands that the purpose of the Program, and this Agreement, is to help the District maintain clean air standards as required by state and federal law.
- 1.9. The parties specifically recognize that CARB, EPA, and DOF, as applicable, are third-party beneficiaries to this Agreement and have the right to audit compliance with the Agreement, including conducting inspections, and have the right to enforce Participant's compliance with the terms of the Agreement.

2.0. Special Terms and Conditions

The parties agree to the terms and conditions listed below:

2.1. Definitions: As used in this Agreement, the following terms have the following meanings:

- 2.1.1 **"1977-1993 School Bus"** means a diesel or gasoline powered, heavy-duty engine school bus with an engine model year between 1977 and 1993.
- 2.1.2 **"Certified"** means a motor vehicle or engine that is certified by CARB or EPA to an emission standard or standards.
- 2.1.3 **"Dismantle or Destroy"** means to punch, crush, stamp, hammer, shred, or otherwise render permanently and irreversibly incapable of functioning as originally intended, any vehicle or vehicle part. The vehicle or equipment is rendered permanently incapable of passing a California Highway Patrol (CHP) inspection or is otherwise deemed permanently illegal to operate on public roads.
- 2.1.4 **"Existing School Bus"** means the pre-1993, diesel or gasoline powered, heavy-duty engine school bus listed in Exhibit A that meets the Moyer Guideline criteria, and that the Program Participant surrenders for destruction.
- 2.1.5 **"In Regular Use"** means that the Existing School Bus was routinely used each school day to transport school children to and from school.
- 2.1.6 **"New Equipment"** means the on-road motor vehicles, devices, and/or emission control systems funded under this Agreement and identified in Exhibit B.
- 2.1.7 **"Participant Agreement"** means the Moyer Agreement between the District and a Program Participant, under which the District agrees to pay the Program Participant a specific amount to help offset the cost of purchasing a qualifying replacement school bus from Dealership.
- 2.1.8 **"Pre-1977 School Bus"** means a diesel or gasoline powered, heavy-duty engine school bus with a chassis manufactured on or before April 1, 1977.
- 2.1.9 **"Pre-1993 School Bus"** refers to both pre-1977 chassis model year buses and 1977-1993 engine model year school buses.
- 2.1.10 **"Project Completion"** means the implementing agency has confirmed that the new equipment is operational. Project Completion cannot occur before the date of execution of the Participant Agreement.
- 2.1.11 **"Project Implementation"** means the period following Project Completion, during which period the participant must meet the performance obligation in Exhibit C.
- 2.1.12 **"Program Participant"** means a public school district or Joint Powers Authorities (JPA) formed by several school districts in California that owns their own buses and is receiving funds to aid in the purchase of the Replacement School Bus.

- 2.1.13 **"Replacement School Bus"** means the newer, lower-emission diesel or alternative fuel school bus described in Exhibit B that meets the CARB emission criteria shown below and the equipment criteria defined in the Moyer Program Guidelines.
- 2.1.14 **"Verified"** means a device, fuel, or system that is verified by CARB or EPA to reduce emissions from a mobile source by a verified amount.
- 2.2 **Agreement:** The Participant agrees to replace an existing pre-1993 school bus with a newer, low emission school bus as approved by the California Air Resources Moyer Program Guidelines. Participant will purchase and operate newer, low emission school bus(es) that replace the following:

_____ (☐) pre-1977 replacement school bus(es); or
_____ 1988 (☒) 1977-1993 replacement school bus(es)

The project implementation time frame begins on the date of the final invoice payment on equipment funded with Moyer Program State Program funds. The project implementation time frame must equal no less than five years that Participant must own and operate a bus that is purchased Moyer funds.

2.3 **Payment:**

- 2.3.1 The District will pay up to **\$165,000.00** to Participant to purchase the New Equipment identified in Exhibit B. No payment is required until: (i) the Participant commences operation, as required under paragraph 2.4.1 (Time), (ii) the Participant satisfies the requirements in paragraph 2.6 (Inspections) and 2.9 (Invoices).
- 2.3.2 **Funding Cap:** The District shall not pay more than the funding cap in the Moyer Guidelines, currently set at \$165,000 per bus replacement.

2.4 **Project Milestones:**

- 2.4.1 Purchase and begin operating the New Equipment described in Exhibit B: (i) within one year of the execution of this Agreement by all parties. Participant may submit a written request to extend this time frame if it is unable to comply with the deadline due to circumstances outside Participant's reasonable control.
- 2.4.2 **Ownership/Operation:** Meet the operational requirements of Exhibit C for each item of New Equipment described in Exhibit B, and (i) operate the New Equipment in a manner that is consistent with the Program eligibility requirements, the goals and objectives of the Program, the terms of this Agreement, and all local, state, and federal rules, laws, and regulations.
- 2.4.3 **Assumed Date of Delivery:** The assumed date of delivery is within one year from contract execution.
- 2.4.5 **Disposal of Existing School Bus:**
- (i) Participant must release the existing school bus, along with the signed vehicle title, to a District-approved salvage yard to be dismantled and destroyed within 60 days of receipt of the new replacement school bus. No part of the existing school bus can be re-used.
 - (ii) Participant must obtain and retain the following documentation for the contract term plus two years:

A copy of the Department of Motor Vehicles Dismantlers Notice of Acquisition/Report of Vehicle to be Dismantled (REG42); and

A letter signed and dated by a representative of the entity that dismantled the bus. The letter must state the vehicle and engine were dismantled in accordance with the definition of "dismantle" as set forth in section 2.1 (Definitions) 2.1.3 (Dismantle or Destroy) and must include the following information for each dismantled bus:

The Vehicle Identification Number, the method used to dismantle the non-engine portion of the bus, and the date the non-engine portion of the bus was dismantled; and
The engine serial number, the method used to dismantle the engine, and the date the engine was dismantled.

- (iii) Obtain the District's approval of an alternative to surrender for salvage. The District may approve an alternative if there are special circumstances that justify the alternative approach and the alternative will not have a detrimental impact on air quality.

2.5 Participant Obligations: Participant must:

- 2.5.1 Equipment Warranties:** Secure New Equipment Warranties and operate the New Equipment within the manufacturer's specifications.
- 2.5.2 Maintenance:** Maintain new school bus according to manufacturer's specifications and fueling requirements. Ensure that the New Equipment is only operated when it is calibrated to the lowest emission standard certified by CARB or EPA, whichever is lower.

2.6 Enforcement:

- 2.6.1 Inspections and Audits:** The New Equipment funded under this Agreement is subject to inspection by District, CARB, the State of California Department of Finance (DOF), or Funding Partner(s), as applicable, or their designees at any time. Any inspection may be conducted at a reasonable time and with reasonable notice to Participant. Inspections may include the pre-, post-, salvage, and audit inspections.
- 2.6.2 Salvage Inspection:** The District may conduct a pre-salvage inspection to ensure that, at the time of salvage, the Existing Vehicle, Engine or Equipment, if any to be destroyed, is in the same condition it was in at the pre-inspection. If the condition of the Existing Vehicle, Engine or Equipment has changed, the District may deny or decrease the payment authorized under paragraph 2.3 (payment). The District may conduct a salvage inspection to verify destruction or disposal of the Existing Vehicle, Engine or Equipment, if applicable.
- 2.6.3 Audit Inspection:** The District, CARB or Funding Partner(s), as applicable or their designees will conduct audit inspections as necessary to verify the New Equipment is operating pursuant to program guidelines and meeting contractual requirements. The District, CARB, or Funding Partner(s), as applicable, or their designees may perform an audit of the project at any time during the Project Implementation period and as long as the equipment is still in use after the contract term.

2.7 Project Specifications: Participant must comply with all other requirements detailed in this Agreement and the Carl Moyer Program guidelines for the full contract term.

2.8 Participant's Warranties: The Participant warrants that:

- i) Both the Existing Vehicle, Engine or Equipment and the New Equipment meet all of the criteria established in the Program Guidelines in effect at the time this Agreement is signed, as well as the goals and objectives of the Program.
- (ii) It will not use any fuel additives unless specifically identified as allowable in the engine certification Executive Order.

- (iii) It will not make any modifications to, or tamper with the New Equipment, engine, emission control system or any recording devices on the New Equipment, and will not modify engine performance (including changes in horsepower), emission characteristics, engine emission components (not including repairs with substantially similar original equipment manufacturer replacement parts), or the engine's emission control function in any manner.

2.9 Invoice Requirements: The Participant must submit a final invoice packet to the District. This requirement may be met by submission of the documents by a Dealership on Participant's behalf. The final invoice packet must include copies of:

2.9.1 Purchase Order Documentation: A copy of the final purchase order. The purchase order must include the assumed delivery date of each replacement school bus.

2.9.2 Final Invoice Documentation: A copy of (i) the New Equipment invoice, and (ii) copies of all invoice documents associated with the purchase and installation of New Equipment described in Exhibit B, detailing costs associated with parts, labor, and miscellaneous charges, including a copy of the Program Participant final itemized invoice, invoices for work performed to meet Moyer eligibility requirements, and the finance agreement for any portion of the New Equipment purchase price to be privately financed.

The District will not release any funds until Participant or Dealership on Participant's behalf submits a final invoice that includes the following information:

- (i) Name, address and phone number of Participant
- (ii) Name, address and phone number of Dealership
- (iii) Purchase order date
- (iv) Vehicle Identification Number, model year, manufacturer, engine model year, horsepower rating, serial number, and fuel type of each replacement school bus funded
- (v) Cost of each replacement school bus including essential or standard equipment and tax
- (vi) Date Participant accepted delivery of each replacement school bus
- (vii) Odometer reading on the date each replacement school bus is delivered and accepted by Participant

2.10 Termination:

2.10.1 General:

2.10.1.1 The District may immediately suspend or terminate this Agreement, in whole or in part, if it determines that there is an illegal or improper use of funds.

2.10.1.2 This Agreement may be terminated by the District under Paragraph 3.4.2 (5-day Notice Termination) after 30 days' written notice to the Participant to meet the obligations established in this Agreement or the Health and Safety Code. If the Agreement is terminated, the Participant will be subject to (Early-Termination Reimbursements). The APCO may, at his or her discretion, waive the refund or allow the Participant further opportunity to cure its failure to meet the Agreement obligations.

2.10.2 Limitation: Notwithstanding the provisions of this Paragraph, the Participant is subject to the reimbursement requirements of, which are in addition to, and do not offset or displace, any other recovery rights that the District may have in the event the contract is breached.

2.11 Recordkeeping and Reporting Requirements:

2.11.1 Record Requirements: Participant must maintain adequate records to document compliance with this Agreement. Records include the documents specified below. Participant must maintain the records for the term of the contract and the two years following the end date listed in paragraph 2.12 (Term). The District may inspect or request copies of these records at any time during the term of this Agreement. This paragraph will survive the termination of this Agreement.

- (i) The Participant must operate and maintain the new school bus according to the manufacturer's specifications.

2.12 Contract Term: This Agreement will begin upon execution by all parties and terminate on **January 1, 2023**. The Contract Term shall include two timeframes:

2.12.1 Project Completion period is one year beginning with the execution of the Agreement by all parties and ending with the initial operation of the New Equipment. An additional 90 day extension may be authorized by the APCO for delivery delays beyond the control of the participant.

2.12.2 The Project Implementation time frame will begin upon the final invoice payment and the Participant must own and operate the equipment purchased with Moyer funds equal to no less than five years.

3.0 General Terms and Conditions

3.1 Prohibition on Emission Reduction Credits: The receipt of funds under this Agreement prohibits application for any form of emission reduction credit – for any pollutant – for the New Equipment described in Exhibit C. This prohibition includes, but is not limited to: (i) all attainment, nonattainment, criteria and noncriteria pollutants, and (ii) application for Emission Reduction Credits (ERC), Mobile Emission Reduction Credits (MERC) or Certificates of Advanced Placement (CAP). This prohibition extends to credits from all Air Quality Management or Air Pollution Control Districts.

3.2 Voluntary Act: The Participant's purchase of the New Equipment is a completely voluntary act and the District has not made representations or guarantees to the Participant regarding the New Equipment.

3.3 Amendment: No amendment, alteration or variation of the terms of this Agreement is valid unless made in writing and signed by all parties.

3.4 Termination Notice Requirements:

3.4.1 30-day Notice Termination: Either the District or Participant may terminate this Agreement for any reason by giving the other party 30-days written notice.

3.4.2 5-day Notice Termination: The District, through its APCO, may terminate this Agreement with 5 days written notice if Participant fails to perform any of the terms and conditions of this Agreement in the time and manner specified.

3.4.3 Immediate Termination: The District, through its APCO, may terminate this Agreement immediately if informed that moneys to fund the contract are not available. If the District terminates this Agreement under this paragraph, it will serve notice of the action on the Participant within 10 working days.

3.5 Waiver of Claims: Participant waives any claims against the District, CARB, Funding Partner(s), its officers, agents, employees, delegates or volunteers from damage or loss caused by:

- (i) Any suit or proceeding directly or indirectly attacking the validity of this Agreement, or any part of this Agreement.
 - (ii) Any judgment or award declaring this Agreement either void or voidable, or delaying the performance of any part of this Agreement.
- 3.6 **Waiver of Agreement Provisions:** Waiver by either party of any default, breach or condition precedent will not be construed as waiver of any other default, breach or condition precedent or any other right under this Agreement.
- 3.7 **Time:** Time is of the essence with respect to the timely performance of each provision of this Agreement.
- 3.8 **Severability:** If any provision of this Agreement is held invalid or unenforceable, its invalidity or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed and enforced as if such provision had not been included.
- 3.9 **Venue and Choice of Law:** This Agreement is executed in the County of Lake, California and will be governed by the laws of the State of California. Any action arising out of this Agreement must be filed in a state court or federal court located or with jurisdiction in or for the County of Lake, California.
- 3.10 **Compliance with Laws and Regulations:** Participant must observe and comply with all applicable laws and regulations. In addition to all other applicable laws, this Agreement is subject to the provisions and limitations of the Health & Safety Code. Notwithstanding the terms of this Agreement, the Participant, the District nor CARB are permitted to undertake any actions that contravene the Health & Safety Code or any other law or regulation.
- 3.11 **Payments that Contravene the Law:** The District and CARB have no liability for payments that are found to contravene the law. Participant will reimburse the District for any payments made by the District to Participant and later determined to contravene federal, state or local laws and regulations.
- 3.12 **Status of Participant:** This Agreement is only for the payment of incentive funds to offset the cost of the items identified in Exhibit C. Accordingly, Participant, its employees, consultants and subcontractors do not have any of the entitlements of a CARB, District, or Funding Partner employee. Participant is an independent contractor.
 - 3.12.1 **Direction of Third Parties:** If the Participant employs any third persons, these persons will be under the exclusive control of Participant. All terms of employment, including but not limited to hours, wages, working conditions, discipline, hiring, and discharging will be determined by Participant.
 - 3.12.2 **Right to Bind:** Neither the Participant nor its employees, subcontractors or consultants have the right to act on behalf of CARB or the District in any capacity, or to bind CARB or the District to any obligation.
 - 3.12.3 **Taxes:** Neither CARB nor the District will make any deductions or withholdings from the compensation paid to Participant. Participant must issue all forms required by federal and state laws for income and employment tax purposes for all of Participant's assigned personnel.
- 3.13 **Conflict of Interest:** No officer or employee of CARB or the District has any pecuniary interest, direct or indirect, in this Agreement or the proceeds of the Agreement. No officer or employee of Participant may serve on CARB or the District's governing body or hold any CARB or District position which by rule, practice, or action nominates, recommends, supervises or authorizes the development or execution of this Agreement, or any payment to Participant.

- 3.14 **Indemnity:** Participant agrees to indemnify, defend (upon District's written request), protect, and hold harmless District and District's officers, employees, and agents against all liabilities, claims, demands, damages, and costs (including reasonable attorneys' fees and litigation costs through final appeal) that arise in any way from acts or omissions by Participant or Participant's officers, employees, or agents while performing under this agreement. Participant's obligation under this section covers but is not limited to liabilities, claims, demands, damages, and costs arising from injury to, or death of, any person and from damage to, or destruction of, any property. Participant's obligation under this section will survive this agreement.
- 3.15 **Force Majeure:** If performance by CARB, the District, or the Participant of any of its obligations or undertakings under this Agreement is interrupted or delayed by any occurrence not occasioned by the conduct of either party to this Agreement, whether that occurrence is an act of God or public enemy, or whether that occurrence is caused by war, riot, storm, earthquake, or other natural forces, or by the acts of anyone not a party to this Agreement, then CARB, the District or the Participant may be either excused from any further performance or excused from any further performance for whatever period of time after the occurrence is reasonably necessary to remedy the effects of that occurrence at the election of CARB and the District.
- 3.16 **Two Originals:** This Agreement and any modification to this Agreement will be executed in two originals, one to be kept by the District and one to be kept by the Participant. Either of the originals is enforceable without the presentation of the other original.
- 3.17 **Entire Agreement:** This Agreement constitutes the entire Agreement between the District and Participant. All parties revoke all prior or contemporaneous oral or written Agreements between them that are inconsistent with this Agreement. In the event of a dispute between the parties regarding the Agreement, this Agreement will be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement. This Agreement consists of the following parts:
- (i) This Agreement
 - (ii) Exhibit A – Vehicle/Equipment Information Form
 - (iii) Exhibit B – Performance Requirements
 - (iv) Exhibit C – Insurance Requirements
 - (v) Exhibit D – Previous Incentive Funding Information (if applicable)
 - (vi) Exhibit E – Joint Funding Information (if applicable)
 - (vii) Exhibit F – Debarment Certification
 - (viii) Exhibit G – Levine Act Disclosure Statement
- 3.18 **Notices:** Correspondence between the District and Participant should be addressed to the following:

To District	To Participant
Doug Gearhart, APCO Lake County AQMD 2617 South Main St. Lakeport, CA 95453 Phone: (707) 263-7000 Fax (707) 263-0421	Cindy Baker, Director of Transportation Kelseyville Unified School District 4410 Konocti Rd. Kelseyville, CA 95451 Phone: (707) 279-1507 Fax (707) 279-4961

The address and/or contacts may be changed by written notice to the other party. Such written notice may be given by mail, using the U.S. Postal Service, or personal service.

- 3.19 **Authority to Bind and Acknowledgement of Terms:** The undersigned representative of Participant has read and agrees to comply with all terms and conditions in this Agreement and also affirmatively states that he or she has legal authority to bind Participant to the terms and conditions of this Agreement; including the following Disclosure Agreement:

DISCLOSURE AGREEMENT

The undersigned representative of Participant affirmatively states that neither they nor any other representative of Participant will submit another application or sign another contract for the same Equipment described in Exhibit B with any other source of funds, including but not limited to other air districts or multidistrict funding under the Moyer Program.

Any owner or owner's designee who is found to have submitted multiple applications or signed multiple contracts for the same Equipment will, at a minimum, be disqualified from funding for that Equipment from all sources, may be required to reimburse the public agencies for any monies received, and may also be banned from submitting future applications to any and all Moyer solicitations. In addition, if noncompliance or nonperformance under this agreement also constitutes a violation of the Health and Safety Code, including but not limited to the Moyer Program and its implementing Guidelines, CARB and the District may levy fines and refer the violations for criminal enforcement.

The undersigned representative of Participant has read and agrees to comply with all terms and conditions in this Agreement and also affirmatively states that he or she has legal authority to bind Participant to the terms and conditions of this Agreement.

Executed at Lakeport, California, the month, day, and year first written above.

LAKE COUNTY AIR QUALITY
MANAGEMENT DISTRICT

KELSEYVILLE UNIFIED
SCHOOL DISTRICT

Jeff Smith, Chair
Board of Directors

Barb Green
For David McQueen, Superintendent
Kelseyville Unified School District

ATTEST: Carol Huchingson
Clerk to the Board

APPROVED AS TO FORM:
Anita Grant, County Counsel

BY: _____

BY: *Sherry*

EXHIBIT A

**Carl Moyer Program
VEHICLE / EQUIPMENT INFORMATION FORM**

Vocation(s) (Please list all vehicle/equipment uses): Home-To-School Transportation School Bus

Equipment Project Type: School Bus Replacement

Counties Vehicle Currently Operates Within:	Lake County
Main Location of Operation (include cross streets)	Kelseyville Unified School District

Existing Vehicle Information

Make: Thomas	Model: Saf-T-Line	Model Year: 1988	GVWR: 36,200
Vehicle Identification Number: 1T7C4J74XJ1125568	Fleet Identification Number: 13	License Plate: E107370	Odometer Reading: 229,546

Existing Engine Information

Make: CAT	Model: 3208	Model Year: 1987	Serial Number: 02Z42328	HP: 250	Displacement: N/A
Fuel Type: Diesel		Engine Family Number: N/A			

New or Replacement Vehicle Information

Make: Thomas	Model: Saf-T-Liner HDX 141YS	Model Year: 2018	GVWR: 37,600
Vehicle Identification Number:*	Fleet Identification Number:*	License Plate:*	Odometer Reading:*
TBD	TBD	TBD	TBD

New Engine Information

Make: Cummins	Model: ISL	Model Year: 2018	Serial Number:*	HP: 300	Displacement: 8.9
Fuel Type: ULS Diesel		Engine Family Number: GCEXH0540LAV		NOx Cert: 0.19 g/bhp-hr	

* District will fill in information upon verification of project completion.

EXHIBIT B

PERFORMANCE REQUIREMENTS

The below listed vehicle(s)/engine(s) must meet the minimum performance requirements shown to avoid reimbursement according to this Agreement

Vehicle and Engine Year, Make & Model	Vehicle and Engine Serial Numbers*	Project Completion	Project Implementation	Records Retention	Maximum Incentive Amount
2018 Thomas Saf-T- Liner HDX with Cummins ISL Engine	TBD	Participant must begin operation of the New Equipment within one year of the execution of this Agreement by all parties	Participant must own and operate equipment for a period of no less than 4 years	Participant must maintain the records for the term of the contract and the two years following the end date listed in paragraph 2.10 (Term)	\$165,000.00

EXHIBIT C

INSURANCE REQUIREMENTS

Verification of Coverage

Participant must furnish the District with certificates evidencing the coverage required below. Certified copies of required endorsements must be attached to provided certificates. **All certificates are to be received and approved by the District before work commences.** The District reserves the right to require Participant to provide complete, certified copies of any policy of insurance offered in compliance with these specifications. As an alternative to insurance certificates, Participant's insurer may voluntarily provide complete, certified copies of all required insurance policies, including endorsements, affecting the coverage required by these specifications. The District will be named as co-insured on all required insurance policies.

Minimum Scope of Insurance

During the term of this Agreement, Participant must, at its sole expense, obtain and maintain in full force and effect the type and limits of liability requirements as follows:

Coverage must be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001, most recent edition).
2. Insurance Services Office form CA 0001 (most recent edition) covering Automobile Liability, code 1 (any auto).
3. Worker's Compensation insurance as required by the State of California.
4. Comprehensive and collision coverage sufficient to replace the vehicle(s) and emission control system(s) included in the project.
5. Verification of insurance coverage equal to the replacement costs of the engine and/or emission control system(s) included in this project.

Minimum Limits of Insurance

Participant must maintain limits no less than:

- | | | |
|----|---------------------------------|--|
| 1. | General Liability: | \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit must apply separately to this project/location or the general aggregate limit must be twice the required occurrence limit. |
| 2. | Automobile Liability: | \$1,000,000 per accident for bodily injury and property damage. |
| 3. | Worker's Compensation: | Statutory. |
| 4. | Comprehensive/Collision: | Equal to the full replacement cost. |
| 5. | Property Loss or Damage: | Equal to the full replacement cost |

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. LCAQMD Liability and Property Insurance Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of the District and the general public are adequately protected.

EXHIBIT D

PREVIOUS INCENTIVE FUNDING INFORMATION (IF APPLICABLE)

CMPSBR 2007-09, Retrofit Grant, \$17,241.50, 5/15/07

CMPSBR 2007-10, Retrofit Grant, \$18,525.14, 5/15/07

EXHIBIT E

JOINT FUNDING INFORMATION (IF APPLICABLE)

Cost Information

Base Price	158,270.00
Taxes	11,479.29
Doc Fee	65.00
Tire Fee	10.50
Total	\$ 169,824.79

Funding Contribution Information

School District	4,824.79
District	165,000.00
Total	\$ 169,824.79

EXHIBIT F

DEBARMENT CERTIFICATION FORM

The Contractor certifies that, neither the Contractor firm nor any owner, partner, director, officer, or principal of the Contractor, nor any person in a position with management responsibility or responsibility for the administration of federal funds:

(a) Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency;

(b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or

(d) Has within a three-year period preceding this certification had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.

The Contractor further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency.

Dated this 19 day of July, 20 17

By Barbara Green
Authorized Signature for Contractor

Barbara Green, Business Manager
Printed Name and Title

Kelseyville Unified School District
Contractor Firm Name and Type of Entity (Corp., Partnership, Sole Proprietor)

4410 Konocti Rd.
Address

Kelseyville, CA 95451
City/State/Zip Code

707-279-1511 bgreen@kvsd.org
Area Code/Telephone Number and E-Mail Address

EXHIBIT G

LEVINE ACT DISCLOSURE STATEMENT

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an Officer of a local government agency from participating in the award of a contract if they received political contributions totaling more than \$250 in the 12 months preceding the contract award, and for three months following the final decision, from the contract recipient. This prohibition applies to contributions to the Officer, or received by the Officer on behalf of any other Officer, or on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of such contributions by a party to be awarded a specified contract.

Current members of the Board of Directors are:

Jeff Smith
Moke Simon
Jim Steele
Tina Scott
Rob Brown

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any District Director(s) in the 12 months preceding the date of the issuance of this request for proposal or request for qualifications?

☐ YES ☒ NO

If yes, please identify the Director(s): _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any District Director(s) in the three months following the award of the contract?

☐ YES ☒ NO

If yes, please identify the Director(s): _____

Answering yes to either of the two questions above does not preclude the District from awarding a contract to your firm. It does, however, preclude the identified Director(s) from participating in the contract award process for this contract.

7-19-2017

DATE

Bah Dren

(SIGNATURE OF AUTHORIZED OFFICIAL)

For Dave McQueen, Superintendent

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

Kelseyville Unified School District

(TYPE OR WRITE NAME OF COMPANY)