

ATTACHMENT A - PROJECT SPECIFIC INFORMATION

[Note: The section numbers shown in parenthesis below refer to Sections in the Agreement.]

1. **Grantee:** Mt. Diablo Unified School District
2. **Project Number (Section III.7):** 21SBP77
3. **Air District Approval Date (Section III.14):** The Effective Date of this Agreement.
4. **Total Grant Funds Awarded (Sections I.3, II.1, and III.15):** \$3,478,697.00

The Air District will pay the percentage of the Eligible Costs of the Project Equipment, less any amount from an Air District approved co-funding incentive source, as adjusted and, set forth in Table 1 below; payment shall not exceed the permitted Funds Awarded for the individual Project Equipment. In no event shall the Total Grant Funds Awarded for all Project Equipment exceed the maximum of \$3,478,697.00. Funds Awarded may only be used for direct costs to purchase the Project Equipment described in this Agreement.

5. **Total Project Cost (Sections I.3 and III.15):** A detailed breakdown of project costs and Equipment information is shown in Table 1:

Table 1: Detailed Project Description						
Baseline Equipment ID (Description)	Project Equipment /Engine Description*	Eligible Costs	Maximum % of Funding	Total Usage & Project Equipment Operational Period	% Operation (% AB1390**)	Funds Awarded
Equipment: Bus # V47 1998 Chevrolet Thomas VIN: 1GBHG31FXX1081780 Engine: 1999 General Motors 215 hp, Diesel	Equipment: 2019 Micro Bird G5 GVWR: 14,500 Engine: 2019 Ford 215 hp, Electric	\$277,627.37	100%	69,500 miles & 10 years	100% in CA 100% in Air District (100%)	\$277,627.00
Equipment: Bus # V22 1998 Ford / Collins VIN: 1FDXE47F4WHB82034 Engine: 1999 International 225 hp, Diesel Retrofit: ECS Purifilter L	Equipment: 2019 Micro Bird G5 GVWR: 14,500 Engine: 2019 Ford 215 hp, Electric	\$270,014.70	100%	67,300 miles & 10 years	100% in CA 100% in Air District (100%)	\$270,014.00
Equipment: Bus #V23 1998 Ford Collins VIN: 1FDXE47F6WHB82035 Engine: 1998 Ford 225 hp, Diesel Retrofit: ECS Purifilter L	Equipment: 2019 Micro Bird G5 GVWR: 14,500 Engine: 2019 Ford 215 hp, Electric	\$270,014.70	100%	67,300 miles & 10 years	100% in CA 100% in Air District (100%)	\$270,014.00

Equipment: Bus #V24 1998 Ford Collins VIN: 1FDXE47F8WHB82036 Engine: 1998 International 225 hp, Diesel Retrofit: ECS Purifilter L	Equipment: 2019 Micro Bird G5 GVWR: 14,500 Engine: 2019 Ford 215 hp, Electric	\$270,014.70	100%	67,300 miles & 10 years	100% in CA 100% in Air District (100%)	\$270,014.00
Equipment: Bus #V53 1998 Ford Collins VIN: 1FDXE47F0WHB07489 Engine: 1998 Ford 225 hp, Diesel Retrofit: Thermacat	Equipment: 2019 Micro Bird G5 GVWR: 14,500 Engine: 2019 Ford 215 hp, Electric	\$270,014.70	100%	67,300 miles & 10 years	100% in CA 100% in Air District (100%)	\$270,014.00
Equipment: Bus #V54 1998 Ford Collins VIN: 1FDXE47F9WHB90758 Engine: 1999 Navistar 225 hp, Diesel Retrofit: ECS Purifilter L	Equipment: 2019 Micro Bird G5 GVWR: 14,500 Engine: 2019 Ford 215 hp, Electric	\$270,014.70	100%	67,300 miles & 10 years	100% in CA 100% in Air District (100%)	\$270,014.00
Equipment: Bus #V113 1998 Freightliner VIN: 4UZ3CJAC9WCA36200 Engine: 1998 Caterpillar 230 hp, Diesel Retrofit: Donaldson	Equipment: 2019 Blue Bird BBCV GVWR: 31,000 Engine: 2019 Cummins 260 hp, Electric	\$419,326.98	100%	47,400 miles & 10 years	100% in CA 100% in Air District (100%)	\$180,000.00
Equipment: Bus #V41 1995 International VIN: 1HVBBAAM7SH209485 Engine: 1995 International 190 hp, Diesel Retrofit: ESW Clean Tech	Equipment: 2019 Blue Bird BBCV GVWR: 31,000 Engine: 2019 Cummins 260 hp, Electric	\$419,326.98	100%	47,400 miles & 10 years	100% in CA 100% in Air District (100%)	\$180,000.00

Equipment: Bus #V58 1996 International VIN: 1HVBBAAM9VH454048 Engine: 1996 International 230 hp, Diesel Retrofit: ESW Clean Tech	Equipment: 2019 Blue Bird BBCV GVWR: 31,000 Engine: 2019 Cummins 260 hp, Electric	\$419,326.98	100%	47,400 miles & 10 years	100% in CA 100% in Air District (100%)	\$180,000.00
Equipment: Bus #V36 1995 International VIN: 1HVBBAAM3TH329320 Engine: 1996 International 230 hp, Diesel Retrofit: ESW Thermacat	Equipment: 2019 Blue Bird BBCV GVWR: 31,000 Engine: 2019 Cummins 260 hp, Electric	\$419,326.98	100%	47,400 miles & 10 years	100% in CA 100% in Air District (100%)	\$180,000.00
Equipment: Bus #V37 1995 International VIN: 1HVBBAAM9SH209441 Engine: 1995 International 190 hp, Diesel Retrofit: ESW Thermacat	Equipment: 2019 Blue Bird BBCV GVWR: 31,000 Engine: 2019 Cummins 260 hp, Electric	\$412,736.88	100%	47,400 miles & 10 years	100% in CA 100% in Air District (100%)	\$180,000.00
Equipment: Bus #V40 1996 International VIN: 1HVBBAAM7TH329398 Engine: 1996 International 190 hp, Diesel Retrofit: ESW Thermacat	Equipment: 2019 Blue Bird BBCV GVWR: 31,000 Engine: 2019 Cummins 260 hp, Electric	\$412,736.88	100%	47,400 miles & 10 years	100% in CA 100% in Air District (100%)	\$180,000.00
Equipment: Bus #V26 1998 Ford Collins Vin: 1FDXE47F1WHB82038 Engine: 1999 International 225 hp, Diesel	Equipment: 2019 Micro Bird G5 GVWR: 14,500 Engine: 2019 Ford 215 hp, Electric	\$270,376.61	100%	27,000 miles & 8 years	100% in CA 100% in Air District (100%)	\$90,000.00
Equipment: Bus #V28 1998 Ford Collins VIN: 1FDXE47F5WHB90756 Engine: 1999 International 225 hp, Diesel	Equipment: 2019 Micro Bird G5 GVWR: 14,500 Engine: 2019 Ford 215 hp, Electric	\$270,376.61	100%	27,000 miles & 8 years	100% in CA 100% in Air District (100%)	\$90,000.00

Equipment: Bus #V55 1998 Ford Collins VIN: 1FDXE47F0WHB90759 Engine: 1999 International 225 hp, Diesel	Equipment: 2019 Micro Bird G5 GVWR: 14,500 Engine: 2019 Ford 215 hp, Electric	\$270,376.61	100%	27,000 miles & 8 years	100% in CA 100% in Air District (100%)	\$90,000.00
Equipment: Bus #V56 1998 Ford Collins VIN: 1FDXE47F7WHB90760 Engine: 1999 International 225 hp, Diesel	Equipment: 2019 Micro Bird G5 GVWR: 14,500 Engine: 2019 Ford 215 hp, Electric	\$270,376.61	100%	27,000 miles & 8 years	100% in CA 100% in Air District (100%)	\$90,000.00
Infrastructure Description: Purchase and install electric charging infrastructure to support 16 electric buses, including 16 Level 2 Electric Vehicle Service Equipment (EVSE) stations, 2000amp 120/208v 3-phase switchboard, concrete foundation, 48 bollards, and trenching at 1490 Gasoline Alley, Concord, CA 94520		\$411,000.00	100%	1,064,534 kWh & 10 years	100% in CA 100% in Air District (100%)	\$411,000.00
Total award: \$3,478,697.00						

* Grantee may propose Equivalent Equipment subject to advanced written approval from the Air District. The Equivalent Equipment must result in the same or better emissions reductions and meet or exceed the operational parameters specified in Attachment A of this Agreement.

** Percentage of usage occurring in impacted communities during the Project Equipment Operational Period.

6. Project Description: School Bus Replacement

Table 1 provides the details of existing (old) Baseline Equipment and funded Project Equipment. Any change in Project Equipment specifications or Project Description must receive written approval in advance by the Air District.

For equipment replacement projects the Baseline Equipment must be fully operational at the time of preliminary inspection by Air District staff. If the Baseline Equipment is not operational, the grant funding may be withdrawn by the Air District. For repower, conversion and Equipment replacement projects, the Baseline Equipment shall be destroyed upon completion of the Project.

7. **Project Term (Section III.1):** Table 1 lists the required usage and Project Equipment Operational Period for each piece of Project Equipment. The "Total Usage" listed in Table 1 represents the minimum number of hours or miles (as applicable) the Project Equipment is to operate during the Project Equipment Operational Period which represents the minimum number of years over which the Project Equipment is to operate under this Agreement. The Project Equipment Operational Period begins when the Project Equipment has been successfully inspected by the Air District. The Project Term concludes upon the satisfaction of the usage and Project Equipment Operational Period requirements for each piece of Project Equipment and upon confirmation by the Air District that all Project requirements have been met.
8. **Operating Parameters:** Air District has awarded this Grant based upon Grantee's agreement to operate the Project Equipment for the usage identified in Table 1 of this Attachment. Grantee shall operate Project Equipment within California and the Air District as specified in Table 1. In no event shall Grantee operate the Project Equipment less than the minimum project term specified in the CARB Program Guidelines. Pursuant to Paragraph 15 of this Attachment, Grantee may be required to repay Grant funds if unable to satisfy the Project's usage and project life requirements identified in Table 1.
9. **Project Schedule:** By no later than **June 15, 2021**, the Project must be completed by Grantee and inspected by the Air District, and Grantee must have submitted its request for payment in accordance with Paragraph

13 of this Attachment.

10. **RESERVED.**

11. **RESERVED.**

12. **RESERVED.**

13. **Project Implementation Report and Request for Payment (Section I):** No later than thirty (30) days from completion of the work set forth in the Project Description, Grantee shall submit a Project Implementation Report, an IRS W-9 form and a project invoice to request payment of the Eligible Costs of the Project. The Project invoice shall:

- Provide documentation for all Eligible Costs, document the Equipment serial number(s), and include a description of the Equipment purchased.
- Demonstrate the costs are Eligible Costs and have been expended in compliance with the Project Description and, the Project Schedule.
- Itemize the total funds requested for this reimbursement, which shall include an itemization of payments to vendors, consultants, and contractors.
- Include copies of invoices that document the goods and services provided by vendors, consultants, and contractors and documentation of the total hours incurred to complete the Project, the hourly rates of any labor charges, the costs of such goods, and any other Eligible Costs.
- Be submitted with a summary sheet that specifies the Project Number. If costs are incurred that are not directly related to the Project as described in Paragraph 5 of this Attachment, all such costs must either be deleted when the Project invoice is prepared, or clearly identified as costs that are not eligible for reimbursement by the Air District.
- Include proof of warranty as required by the CARB Program Guidelines for the specific project option and type of Project Equipment described in Table 1 of this attachment.
- For new or converted electric Equipment or hybrid Equipment, provide owner's manual or equivalent documents describing the major components; theory of operation and operating procedures; battery maintenance and use; service intervals and requirements; contact information for the manufacturer and CA servicer/s; instructions about safe operation and battery handling; and emergency procedures and potential safety precautions for use of the Equipment.

The Grantee may seek an interim payment from the Air District. To request an interim payment, the Grantee must submit an updated Project schedule that identifies the anticipated completion date, together with invoices for costs incurred to date, to the Air District. The Air District has the sole discretion to approve an interim payment for Eligible Costs incurred to date.

Upon verification that the Project has been completed according to the terms of this Agreement that the Equipment has been installed and is fully operational, and that Baseline Equipment has been removed from service and destroyed for repower, conversion and replacement projects, the Air District will issue final payment of the Funds Awarded.

14. **Annual Monitoring Reports:** Grantee shall submit an annual monitoring report each calendar year for the Project Term, in a format approved and provided by the Air District. The monitoring report shall provide information regarding annual fuel consumption, annual hours or miles of operation, locations where Project Equipment operated, percentage of operating hours or miles within the boundaries of the Air District, and proof of insurance. The first annual report shall be submitted by August 1 of the year following execution of the Grant Agreement to cover the period from July 1 through June 30 of the prior year. The first annual report shall include a report on the Grantee's progress in meeting milestones listed in the Project Schedule as set forth in Paragraph 9 of this Attachment. Subsequent annual reports shall be submitted by August 1st of each succeeding year with the final annual monitoring report due by August 1st in the last year of the Project Term. If Grantee fails to submit annual monitoring reports in a timely fashion, the Air District shall perform a project performance audit. Failure to submit monitoring reports could be considered a breach of this

Agreement and may jeopardize Grantee's eligibility to participate in future incentive and grant programs.


- 15. Repayment of Grant Funds for Failure to Complete Project:** Grantee shall repay the Total Grant Funds Awarded on a prorated basis for selling, retiring, scrapping, or removing any piece of Project Equipment from service within the boundaries of the Air District prior to completing its Project Equipment Operational Period. The fraction of funds to be repaid will be determined by subtracting the usage of the Project Equipment at the time of sale, retirement, scrapping, or removal from service from total usage pursuant to Paragraph 7 of this Attachment and dividing that result by the total usage. At its sole discretion, the Air District may waive repayment if it determines, that Grantee's failure to complete the Project was due to events beyond Grantee's reasonable control.

The Air District may waive repayment if, prior to sale of Project Equipment, the Grantee facilitates transfer of this Agreement by the Air District to the subsequent owner who agrees to assume all obligations under this Agreement and specifically agrees to continue operation of the Project Equipment in order to provide equivalent emission reductions in accordance with CARB Program Guidelines.

16. Special Conditions:

- A.** The Grantee shall operate the Project Equipment funded within impacted communities throughout the Project Equipment Operational Period for a minimum of the percent usage specified in Table 1 of Attachment A to ensure that the Project directly reduces emissions in impacted communities and helps to reduce public health risks associated with such air contaminants in the impacted communities. The impacted community parameter is based on the application materials submitted by the Grantee and is the basis for the calculation of emissions reductions achieved through the Project. The Air District defines an impacted community as a shaded area depicted on the map in Attachment C of this Agreement.
- B.** Operation in Air District: For the duration of the Project Equipment Operational Period, Grantee shall operate the Project Equipment within California, the Air District, and in the priority funding communities as specified in the "% Operation" column in Table 1 of Attachment A. Grantee must demonstrate, as part of the Annual Monitoring Reports, that the percentages of operation within the Air District boundaries and within California as identified in Table 1 have been achieved for each year of operation. Failure to do so may result in repayment of grant funds.
- C.** At the request of the Grantee, the Air District and Grantee have agreed that the Air District shall pay the total eligible grant award to the equipment vendor designated by the Grantee. This payment will be made as a two-party check to the Grantee and the designated vendor.
- D.** If any Baseline Equipment engine(s) are subject to the Low NOx Software Upgrade, Grantee must present evidence to the Air District for approval that demonstrates the upgrades have been completed. The Air District will not pay for work performed under this Agreement until acceptable evidence is received.
- E.** For Grantees subject to CARB regulations Project Equipment funded as part of this Agreement:
1. Must be included when defining the size of the fleet for determining regulatory requirements.
 2. Must not be used to generate credits or compliance extensions and must be excluded when determining regulatory compliance.
- F.** Grantee certification:
1. I certify that the fleet, engine(s) and Equipment are in compliance with all applicable federal, state, and local air quality rules and regulations as of the Effective Date of this Agreement.
 2. I understand that I must maintain compliance with all applicable federal, state, and local air quality rules and regulations for the Project Term.
 3. I have disclosed to the Air District all other all private or public financial incentives applied for or used for this Project.

4. I will not apply for, or receive other private or public financial incentives for the Project without prior approval from the Air District, including any sources that become available after the Effective Date of this Agreement. The receipt of additional public funding for the Project Equipment could result in a reduction of the Total Grant Funds Awarded.
5. I understand that the following requirements apply to additional private or public financial incentives used to support this Project.
 - a. Grantee must meet all criteria associated with each funding source used to fund the Project.
 - b. The total of all incentives for the Project must not exceed the total project costs.
 - c. Grantees that are not public entities must provide at least 15 percent of the Eligible Cost from non-public sources.
 - d. All covered emission reductions (NOx, ROG, PM) achieved from this project with these funding sources, will be credited as reductions to the Carl Moyer Program. Other emission reductions such as greenhouse gas emissions may be claimed by the other programs used in co-funding this project.

Signature: 

Name (printed): Robert A. Marquez

Title: Superintendent Date: 12/02/19

- G. Security Interest: Grantee hereby grants the Air District a security interest in the Project Equipment that has been purchased partially or entirely with funding provided by the Air District pursuant to this Agreement and any amendments thereto. Grantee acknowledges and agrees that the Air District shall have all lien rights as a secured creditor on the Project Equipment throughout the Term of the Agreement. Grantee agrees and authorizes the Air District to file a Uniform Commercial Code (UCC) financing statement (Form UCC-1) or similar security instrument to secure its interests in the Project Equipment. In the event the Project Equipment is repossessed or Grantee files for dissolution or bankruptcy protection, Grantee shall notify the Air District within ten (10) business days of the repossession or court filing.
- H. Projects that include fueling or charging infrastructure Equipment:
- Grantee must either own the land on which the Project infrastructure is installed or control the land through a long-term lease, easement or other legal arrangement for the duration of the Project Term.
 - Work must be performed by a licensed contractor and infrastructure Equipment and parts must be new. Remanufactured or refurbished equipment and parts are not eligible.
 - The fueling and charging infrastructure Equipment must be in operating condition for the duration of the Project Term.
 - Grantee shall operate annually for the Projected Annual Usage and number of Hours or Visits specified in Table 1 of Attachment A.
 - Non-publicly accessible infrastructure Equipment must operate without disruption and Grantee shall report any downtime to the Air District within 15 days of Equipment malfunction outlining specified actions to return Project Equipment to service.
 - Fueling and charging infrastructure Equipment must include an operational fuel/energy meter throughout the Project Term. If this meter fails for any reason, the fuel/energy meter must be repaired or replaced as soon as possible.
 - The District will review all invoiced costs submitted by Grantee upon Project completion to identify actual eligible and ineligible costs.
 - **Eligible fueling and charging infrastructure costs include:** Design and engineering, equipment (e.g., charging/fueling units, energy storage equipment, materials),

installation directly related to the construction of the infrastructure, meter/data loggers, on-site power generation system that fuels or powers covered sources if applicable (i.e., solar and wind power generation equipment).

○ **Ineligible fueling and charging infrastructure costs include:** Existing station/infrastructure upgrades, fuel and energy costs, non-essential equipment or hardware, operation cost (e.g., operational fees, maintenance, repairs, improvements, spare parts), extended warranty, insurance, data collection and reporting, Grantee administrative costs, travel/lodging, employee training and salaries, legal fees, real estate property purchases/leases, performance bond costs, construction management, storm water plan costs, security costs, testing and soil sampling, hazardous materials, including permitting, handling and disposal.

I. School Bus Project Completion and Payment Request Requirements: The Grantee shall submit a copy of the purchase order for Project Equipment and the CARB Executive Order or CARB Approval Letter (as applicable) for the new engine/s or conversion kit/s within thirty (30) days of completing the purchase order with the vendor.

In addition to Payment Request requirements of Attachment A paragraph 13, for each new replacement bus or conversion project the Grantee shall submit a copy of the CA Department of Motor Vehicles (DMV) registration for the Project Equipment; a copy of either CA Highway Patrol (CHP) Safety Compliance Report/Terminal Record Update (CHP 343) or Vehicle/Equipment Inspection Report Motor Carrier Safety Operations form (CHP 343A); and proof of insurance for the Project Equipment. For CNG tank replacement projects, Grantee shall submit a copy of the CHP 343, CHP 343A or the Inspection Approval Certificate (CHP Form 292) for each bus with replaced tanks.

The Grantee shall not use fuel additives in the Project school bus(es) unless the CARB Executive Order for the applicable engine specifically allows the use of such additives.

ATTACHMENT B - INSURANCE REQUIREMENTS

Grantee to initial next to each checked box indicating they have read their project insurance requirements.

Verification of Coverage:

Grantee shall provide the Air District certificates and/or other evidence of the insurance coverage required below. The Air District reserves the right to require Grantee to provide complete, certified copies of any insurance offered in compliance with these specifications. Certificates, policies and other evidence provided shall specify that the Air District shall receive 30 days advanced notice of cancellation from the insurers.

Minimum Scope of Insurance

Throughout the Project Term as defined in Section III of the Agreement of which this Attachment is a part, Grantee shall obtain and maintain in full force and effect the insurance as set forth below:

1. Liability Insurance:


Initial

Corporations and Public Entities - a limit of not less than \$1,000,000 per occurrence. Such insurance shall be of the type usual and customary to the business of the Grantee, and to the operation of the vehicles, vessels, engines or equipment operated by the Grantee.

Single Vehicle Owners - a limit of not less than \$750,000 per occurrence. Such insurance shall be of the type usual and customary to the business of the Grantee, and to the operation of the vehicles, vessels, engines or equipment operated by the Grantee.

At the time the Grantee submits invoices for payment to the Air District, the Grantee must demonstrate that each piece of Project Equipment purchased under this Agreement, of which this is an Attachment, is covered under the following property insurance, if Grantee has not already demonstrated possession of this insurance to the Air District. The property insurance for each piece of Project Equipment must remain effective from the date of the invoice to the Air District to the end of the Project Equipment Operational Period as defined in Section III of the Agreement.

2. Property Insurance for Repower and New Vehicle/Equipment Purchase:


Initial

in an amount of not less than the insurable value of Grantee's vehicles, vessels, engines or equipment funded under the Agreement of which this Attachment is a part, and initial covering all risks of loss, damage or destruction of such vehicles, vessels, engines or equipment.

3. Property Insurance for Retrofit Projects:

Initial

in an amount of not less than the insurable value of Grantee's vehicles, vessels, engines or equipment funded under the Agreement of which this Attachment is a part, initial and covering all risks of loss, damage or destruction of such vehicles, vessels, engines or equipment.

4. Workers Compensation Insurance

Initial

as required by California law and employers' liability insurance with a limit not less than \$1 million.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII. The Air District may, at its sole discretion, waive or alter this requirement or accept self-insurance in lieu of any required policy of insurance.

ATTACHMENT C – PRIORITY COMMUNITIES FOR GRANT FUNDING

