
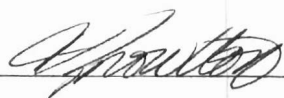


**EL DORADO COUNTY BOARD OF SUPERVISORS  
AGENDA ITEM TRANSMITTAL  
Meeting of November 14, 2006**

**AGENDA TITLE: Cummins West, Inc. – Amendment I to Agreement for Services AGMT 05-979**

<b>DEPARTMENT:</b> Transportation	<b>DEPT SIGNOFF:</b> 	<b>CAO USE ONLY:</b> <u>C</u>
<b>CONTACT:</b> Tom Celio		 11/6/06
<b>DATE:</b> 10/23/06	<b>PHONE:</b> 4905	

**DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION:**

The Department of Transportation requests the Board of Supervisors: 1) make findings pursuant to Article II, section 210 b (6) of the El Dorado County Charter that there are specialty skills required for the work performed under this Agreement that are not expressly identified in County classifications, and that the ongoing aggregate of the work performed under this Agreement is not sufficient to warrant the addition of permanent staff; 2) dispense with the competitive bidding procedures in accordance with section 3.12.130E of the County Ordinance and authorize the Purchasing Agent to make a sole source purchase with Cummins West, Inc. for the Longview emission control device; and 3) approve and authorize the Board Chairman to sign Amendment I to Agreement for Services # AGMT 05-979 with Cummins West, Inc. amending the scope of services, term and compensation amount.

Funding will be provided through a grant from the El Dorado Air Quality Management District and by the Road Fund.

**CAO RECOMMENDATIONS:** Recommend approval. *Laura J. Keck* 11/6/06  
*The amendment adds an additional device (Clear Horizon), extends expiration date, and increases not-to-exceed amount. This item is consistent with previous action taken by the BOS as the AQMD Board*

Financial impact? (x ) Yes ( ) No	Funding Source: ( ) Gen Fund (x ) Other
<b>BUDGET SUMMARY:</b>	Other: EDCAQMD grant funds, Road Fund
Total Est. Cost <u>\$373,583</u>	<b>CAO Office Use Only:</b>
<b>Funding</b>	4/5's Vote Required ( ) Yes (x) No
Budgeted <u>\$373,583</u>	Change in Policy ( ) Yes (x) No
New Funding _____	New Personnel ( ) Yes (x) No
Savings _____	<b>CONCURRENCES:</b>
Other _____	Risk Management <input checked="" type="checkbox"/>
Total Funding <u>\$373,583</u>	County Counsel <input checked="" type="checkbox"/>
<b>Change in Net County Cost</b> <u>-0-</u>	Other _____

**\*Explain**

**BOARD ACTIONS:**

**Vote:** Unanimous \_\_\_\_\_ Or \_\_\_\_\_

**Ayes:** \_\_\_\_\_

**Noes:** \_\_\_\_\_

**Abstentions:** \_\_\_\_\_

**Absent:** \_\_\_\_\_

Rev. 04/05

**I hereby certify that this is a true and correct copy of an action taken and entered into the minutes of the Board of Supervisors**

**Date:** \_\_\_\_\_

**Attest:** Cindy Keck, Board of Supervisors Clerk

**By:** \_\_\_\_\_



**MAINTENANCE DIVISION:**  
 2441 Headington Road  
 Placerville CA 95667  
 Phone: (530) 642-4909  
 Fax: (530) 642-9238

**RICHARD W. SHEPARD, P.E.**  
 Director of Transportation  
  
 Internet Web Site:  
<http://co.el-dorado.ca.us/dot>

**MAIN OFFICE:**  
 2850 Fairlane Court  
 Placerville CA 95667  
 Phone: (530) 621-5900  
 Fax: (530) 626-0387



October 20, 2006

Board of Supervisors  
 330 Fair Lane  
 Placerville, California 95667

**Title:** Cummins West, Inc. – Amendment I to Agreement for Services  
 # AGMT 05-979

**Meeting Date:** November 14, 2006

**District/Supervisor:** All

Dear Members of the Board:

**Recommendations:**

The Department of Transportation (Department) requests the Board of Supervisors (Board):

1. make findings pursuant to Article II, section 210 b (6) of the El Dorado County Charter that there are specialty skills required for the work performed under this Agreement that are not expressly identified in County classifications, and that the ongoing aggregate of the work performed under this Agreement is not sufficient to warrant the addition of permanent staff;
2. dispense with the competitive bidding procedures in accordance with section 3.12.160B of the County Ordinance; and authorize the Purchasing Agent to make a sole source purchase with Cummins West, Inc. for the Longview emission control device; and
3. approve and authorize the Board Chairman to sign Amendment I to Agreement for Services # AGMT 05-979 with Cummins West, Inc. amending the scope of services, term and compensation amount.

**Background:**

The Department of Transportation operates diesel powered on-road vehicles in the course of maintaining roads. These vehicles include pick up trucks, dump trucks, service trucks, water trucks, graders, loaders, rollers, sweepers, pavers and a paint striper. Diesel fleets contribute significant amounts of harmful emissions. These emissions can be reduced through the installation and proper use of pollution control technologies installed on diesel vehicles.

The Air Resources Board (ARB) has recently enacted a measure which requires all diesel fueled vehicles owned and operated by public agencies and utilities to be re-powered or retro-fitted in order to reduce the emissions produced by such vehicles. The implementation period for the ARB ruling is six years beginning in 2006 and ending in 2011.

Early this year the Department of Transportation applied for and was granted AB 2766 DMV Surcharge funds available for motor vehicle emission reduction projects through the El Dorado County Air Quality Management District (EDCAQMD) to assist with funding for this project.

In March on 2006, the Department contracted with Cummins West, Inc. to provide and install Cleaire Longview emission control devices on eleven of thirty-five diesel fueled vehicles for which the technology was available at that time. Cummins West is the sole source for the Cleaire Longview emission control device in our area.

### **Reasons for Recommendations:**

The purpose of this Amendment I is to add an additional device, the Cleaire Horizon emission control device, and a project budget to the scope of work, to extend the expiration date of the Agreement for an additional nineteen months; and to increase the not-to-exceed compensation amount by \$373,583.00 for a total not-to-exceed amount of \$587,144.75.

The technology required for emission reduction in diesel fueled vehicles is still under development. The California Air Resources Board (CARB) is in the process of verifying the appropriate devices for use with various vehicles based on age, engine type and use. When the original Agreement with Cummins West, Inc. was prepared, the Cleaire Longview device had been verified for eleven diesel fueled vehicles manufactured between 1996 and 2002. This work was completed under the original Agreement with Cummins West. Since that time, several changes have taken place that will allow the remaining twenty-four diesel fueled vehicles to be retrofitted. The changes are outlined below.

CARB has not completed the verification process for the Cleaire Longview device for vehicles manufactured between 2003 and 2006, but is expected to do so within three to six months. This will allow for installation of the verified device on seven additional vehicles. There may be a few exceptions to the device used based upon the amount of idle time the vehicle has during operations. This testing will occur within the next 6 months as well. If the Longview device is not used, an alternative device is available.

- An alternate technology, the Cleaire Horizon device, has now been verified for vehicles manufactured in 1993 or earlier. It will be possible to retrofit seventeen vehicles using the Cleaire Horizon device.

With this Agreement with Cummins West, the Department will have the resources available to retrofit all DOT diesel fueled vehicles that are subject to the Air Resources Board regulations for particulate matter reduction.

The extended term, through October 24, 2008, is proposed in this Amendment to allow for the CARB verification process to take place and to take the equipment out of service without impacting road maintenance operations. An Amendment to the funding Agreement No. 013-DMV-05/06-11 with the EDCAQMD to allow for the installation of the Cleaire Horizon devices and to extend the funding period through October 24, 2008 was approved by the El Dorado County Air Quality Management Board on September 26, 2006.

This Agreement with Cummins West requires the Contract Administrator to issue an approved Task Order to the Contractor for each vehicle containing a scope of work, a schedule, a not-to-exceed cost to complete the work and a notice to proceed for that installation. When the work detailed in the Task Order is complete, an inspection of the installation by the Contract Administrator or his designee will take place and a Punch List will be generated of any non-compliant work. All issues will be resolved prior to acceptance of the work. Upon completion and acceptance, an invoice will be issued in accordance with the provisions of the Contract.

On September 26 2006, Human Resources was notified of the proposed Amendment and concluded that union notification is not required.

**Fiscal Impact:**

The total cost to retrofit the diesel fueled vehicles will be \$587,144.75, \$437,769.23 of which will be provided by the El Dorado County Air Quality Management District, and \$149,375.52 of which will be provided by the Road Fund. A complete list of diesel fueled vehicles and project budget is included with this staff report as Attachment A. Funding to cover the entire cost to retrofit twenty-four vehicles under this Amendment I has been included in the fiscal year 2006-2007 Road Fund budget. Funds will be re-budgeted in fiscal year 2007-2008 and 2008-2009 where work is not completed during the current fiscal year.

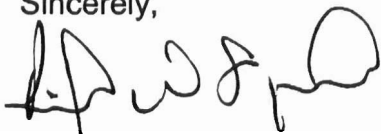
**Net County Cost:**

There will be no cost to the County General Fund.

**Action to be Taken Following Approval:**

- 1) The Board Chairman will sign two originals of Amendment I to Agreement for Services # AGMT 05-979 with Cummins West, Inc.
- 2) The Purchasing Agent will issue a Purchase Order to Cummins West, Inc. for the sole source purchase of the Cleaire Longview and the Cleaire Horizon emission control devices.
- 3) The Board Clerk will forward one original of the fully executed Agreement to the Department for further processing.

Sincerely,



Richard W. Shepard, P. E.  
Director of Transportation

RWS: ms  
Attachments

Attachment A

Diesel Fueled Equipment List and Project Budget

<u>Equip #</u>	<u>Description</u>	<u>Device</u>	<u>Total Retrofit Cost</u>	<u>Matching Funds-Road Fund</u>	<u>EDCAQMD Funds</u>
25-04	1990 Int'l Dump Truck	Horizon	\$14,110.25	\$3,527.56	\$10,582.69
25-05	1990 Int'l Dump Truck	Horizon	\$14,110.25	\$3,527.56	\$10,582.69
33-02	1990 Peterbuilt Tractor	Horizon	\$14,110.25	\$3,527.56	\$10,582.69
25-06	1991 Int'l Dump Truck	Horizon	\$14,110.25	\$3,527.56	\$10,582.69
34-06	1991 Int'l Water Truck	Horizon	\$14,110.25	\$3,527.56	\$10,582.69
23-17	1992 Int'l Dump Truck	Horizon	\$14,110.25	\$3,527.56	\$10,582.69
23-18	1992 Int'l Dump Truck	Horizon	\$14,110.25	\$3,527.56	\$10,582.69
25-07	1992 Int'l Dump Truck	Horizon	\$14,110.25	\$3,527.56	\$10,582.69
34-07	1992 Int'l Water Truck	Horizon	\$14,110.25	\$3,527.56	\$10,582.69
89-03	1993 Ford Paint Striper	Horizon	\$14,110.25	\$3,527.56	\$10,582.69
39-02	1993 Int'l PB Patcher	Horizon	\$14,110.25	\$3,527.56	\$10,582.69
39-03	1994 Int'l PB Patcher	Horizon	\$14,110.25	\$3,527.56	\$10,582.69
21-08	2003 Ford F550 Dump Truck*	Horizon	\$14,110.25	\$3,527.56	\$10,582.69
21-10	2004 Ford F550*	Horizon	\$14,110.25	\$3,527.56	\$10,582.69
21-11	2004 Ford F550*	Horizon	\$14,110.25	\$3,527.56	\$10,582.69
21-09	2004 Ford F550*	Horizon	\$14,110.25	\$3,527.56	\$10,582.69
35-01	1987 Water Truck	Horizon	\$14,110.25	\$3,527.56	\$10,582.69
38-03	1996 Int'l Herbicide Truck	Longview	\$19,101.25	\$4,775.50	\$14,325.75
21-06	2003 Ford F550	Longview	\$19,101.25	\$4,775.50	\$14,325.75
21-07	2003 Ford F550	Longview	\$19,101.25	\$4,775.50	\$14,325.75
25-11	2004 Int'l Dump Truck	Longview	\$19,101.25	\$4,775.50	\$14,325.75
25-12	2004 Int'l Dump Truck	Longview	\$19,101.25	\$4,775.50	\$14,325.75
39-04	2004 Int'l PB Patcher	Longview	\$19,101.25	\$4,775.50	\$14,325.75
79-02	2004 Vactor Truck	Longview	\$19,101.25	\$4,775.50	\$14,325.75
	Totals for work under Amendment I		\$373,583.00	\$93,397.02	\$280,185.98
25-09	1996 Int'l Dump Truck	Longview	\$20,825.25	\$6,499.50	\$14,325.75
24-04	1996 Int'l Dump Truck 4x4	Longview	\$19,101.25	\$4,775.50	\$14,325.75
23-19	1997 Int'l Dump Truck	Longview	\$19,101.25	\$4,775.50	\$14,325.75
23-20	1997 Int'l Dump Truck	Longview	\$19,101.25	\$4,775.50	\$14,325.75
24-05	2000 Int'l Dump Truck	Longview	\$19,101.25	\$4,775.50	\$14,325.75
23-22	2001 Int'l Dump Truck	Longview	\$19,101.25	\$4,775.50	\$14,325.75
23-21	2001 Int'l Dump Truck	Longview	\$19,101.25	\$4,775.50	\$14,325.75
71-04	2001 Schwarze Sweeper	Longview	\$19,101.25	\$4,775.50	\$14,325.75
71-05	2001 Schwarze Sweeper	Longview	\$19,101.25	\$4,775.50	\$14,325.75
25-10	2002 Int'l Dump Truck	Longview	\$20,825.25	\$6,499.50	\$14,325.75
28-08	2003 Int'l Service Truck	Longview	\$19,101.25	\$4,775.50	\$14,325.75
	Totals for work under original Agreement		\$213,561.75	\$55,978.50	\$157,583.25
	Total Project Costs under the Agreement and this Amendment I		\$587,144.75	\$149,375.52	\$437,769.23
	Remaining Funding for which work is not included in this Agreement		\$62,289.25	\$12,982.50	\$49,306.75
	Total Cost and Funding for Project		\$649,434.00	\$162,358.02	\$487,076.98

**Diesel Fleet Retrofit Project**

# CONTRACT ROUTING SHEET

**PROCESSING DEPARTMENT:**

Department: Transportation  
Dept. Contact: Tim Prudhel  
Phone: x5974  
Department Head  
Signature: *T. Prudhel 09.26.06*  
Tim C. Prudhel  
Contract Services Officer

**CONTRACTOR:**

Name: Cummins West, Inc.  
Address: 875 Riverside Parkway  
West Sacramento CA 95605  
Phone: 916-376-1540

**CONTRACTING DEPARTMENT:** Transportation

Compliance with Human Resources requirements? Yes: X No:         
Compliance verified by: Contract Notification Sent 09/26/06. HR response received 09-28-06  
OK per DAVID MOLINA

**COUNTY COUNSEL:** (must approve all contracts and MOUs)

Approved:  Disapproved:  Date: 10/12/06 By: *Justin Beck*  
Approved:  Disapproved:  Date:        By:         
conditional: subject to deletion as marked  
deleted last 2 rows on table in exhibit A as  
indicated.  
*Tim Prudhel*  
10-03-06

**Please forward to Risk Management upon approval.**

Index Code: BY: <u>306500</u>	User Code: <u>25000A</u>
-------------------------------	--------------------------

**RISK MANAGEMENT:** (All contracts and MOUs except boilerplate grant funding agreements)

Approved:  Disapproved:  Date: 10/12/06 By: *Hostette*  
Approved:  Disapproved:  Date:        By:       

OCT 02 2006

**OTHER APPROVAL** (Specify department(s) participating or directly affected by this contract).

Department(s):         
Approved:  Disapproved:  Date:        By:         
Approved:  Disapproved:  Date:        By:

**Cummins West, Inc.****AGREEMENT FOR SERVICES # AGMT 05-979  
Amendment I**

**THIS AMENDMENT I** to that Agreement for Services # AGMT 05-979 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Cummins West, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 14775 Wicks Boulevard, San Leandro, California 94577, and whose local office address is 875 Riverside Parkway, West Sacramento, California 95605, (hereinafter referred to as "Contractor");

**RECITALS**

**WHEREAS**, Contractor has been engaged by County to assist its Department of Transportation with its diesel fleet retrofit project pursuant to Agreement for Services # AGMT 05-979, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto desire to amend Agreement for Services # AGMT 05-979 to add a new retrofit device, amending **ARTICLE I Scope of Services, Exhibit A Scope of Work, and Exhibit B Price Schedule**; and

**WHEREAS**, the parties hereto desire to amend Agreement for Services # AGMT 05-979 to extend the expiration date of March 7, 2007 for approximately nineteen (19) additional months, amending **ARTICLE II Term**; and

**WHEREAS**, the parties hereto desire to amend Agreement for Services # AGMT 05-979 to increase the compensation for services by \$373,583, amending **ARTICLE III Compensation for Services**;

**NOW, THEREFORE**, County and Contractor mutually agree to amend the terms of the Agreement in this Amendment I to Agreement for Services # AGMT 05-979, to read as follows:

**ARTICLE I**

**Scope of Services:** Contractor agrees to furnish materials, labor, equipment and services necessary to provide and install Cleaire Longview emission control devices or Cleaire Horizon emission control devices on designated Department of Transportation equipment and to provide staff training for the routine maintenance required for those devices at the Department's Headington Road and Shakori Drive facilities. Services shall include, but not be limited to, those tasks as identified in Amended Exhibit A, marked "Amended Scope of Work and Project Budget," incorporated herein and made by reference a part hereof.

**ARTICLE II**

**Term:** This Agreement shall become effective when fully executed by the parties hereto and shall expire October 24, 2008.


**ARTICLE III**

**Compensation for Services:** For services provided herein, County agrees to pay Contractor monthly in arrears. Payment shall be made within thirty (30) days following County receipt and approval of itemized invoice(s) detailing services rendered. For the purposes hereof, the billing rates shall be in accordance with Amended Exhibit B, marked "Amended Price Schedule," incorporated herein and made by reference a part hereof.

The total amount of this Agreement, as amended, shall not exceed \$587,144.75 inclusive of all expenses.

Except as herein amended, all other parts and sections of Agreement for Services # AGMT 05-979 shall remain unchanged and in full force and effect.

**Requesting Department Concurrence:**

By:   
\_\_\_\_\_  
Richard W. Shepard, P.E.  
Director of Transportation

Dated: 10/16/06



**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment I to Agreement for Services # AGMT 05-979 on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

**-- COUNTY OF EL DORADO --**

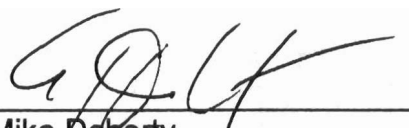
By: \_\_\_\_\_ Dated: \_\_\_\_\_

Board of Supervisors  
"County"

Attest:  
Cindy Keck  
Clerk of the Board of Supervisors

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Deputy Clerk

**-- CUMMINS WEST, INC. --**

By:  \_\_\_\_\_ Dated: 10/16/06  
Mike Doherty  
Vice President of Finance  
"Contractor"

By:  \_\_\_\_\_ Dated: 10/16/06  
Corporate Secretary

**Cummins West, Inc.**

**Amended Exhibit A**

**Amended Scope of Work and Project Budget**

**Scope of Work**

**Installation**

Contractor shall furnish all materials, labor, equipment and services necessary to provide and install Cleaire Longview emission control devices or Cleaire Horizon emission control devices on El Dorado County Department of Transportation vehicles. The type of device installed will be dependent upon the California Air Resources Board (CARB) certification for the year, use and type of vehicle. All service will be provided at Contractor's facility located at 875 Riverside Parkway, West Sacramento, California. The Department of Transportation (Department) will deliver equipment to and pick up equipment from Contractor's facility.

Specific task assignments and work requirements will apply to each installation. An inspection of each vehicle will be performed by the Contract Administrator, or his designee, and by Contractor at which time the specific tasks for each installation shall be determined. Repairs to the equipment that are necessary prior to the installation of the emission control device will be identified and facilitated by the Department.

Following the inspection, the Contract Administrator will issue an approved Task Order to Contractor containing a scope of work including the type of device to be installed based on the CARB certification, a schedule, a not-to-exceed cost to complete the work and a notice to proceed for that installation. No payment will be made for any work performed prior to the issuance of an approved Task Order.

When the work detailed in the Task Order is complete, an inspection of the installation by the Contract Administrator or his designee will take place and a Punch List will be generated of any non-compliant work. All issues will be resolved prior to acceptance of the work. Upon completion and acceptance, an invoice will be issued in accordance with the provisions of the Contract.

All communications with Contractor throughout this project will be handled by the Contract Administrator or his designee.

**Maintenance Training**

Contractor shall provide training to designated Department staff on the routine maintenance procedures for the Cleaire Longview emission control device and the Cleaire Horizon emission control device at the Department's facilities at 2241 Headington Road, Placerville, California and at 1121 Shakori Drive, Meyers, California, at times to be mutually agreed upon. There shall be no charge to County for these training sessions.

A separate Task Order shall be issued for each training session. Each Task Order for training sessions shall generally describe the training to be provided, the duration of each training session and the time and location of each training session. A minimum of two (2) training sessions shall be provided prior to the expiration date of this Agreement.

## Project Budget

<u>Equip #</u>	<u>Description</u>	<u>Device</u>	<u>Total Retrofit Cost</u>	<u>Matching Funds-Road Fund</u>	<u>EDCAQMD Funds</u>
25-04	1990 Int'l Dump Truck	Horizon	\$14,110.25	\$3,527.56	\$10,582.69
25-05	1990 Int'l Dump Truck	Horizon	\$14,110.25	\$3,527.56	\$10,582.69
33-02	1990 Peterbuilt Tractor	Horizon	\$14,110.25	\$3,527.56	\$10,582.69
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34-06	1991 Int'l Water Truck	Horizon	\$14,110.25	\$3,527.56	\$10,582.69
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39-04	2004 Int'l PB Patcher	Longview	\$19,101.25	\$4775.50	\$14,325.75
79-02	2004 Vactor Truck	Longview	\$19,101.25	\$4775.50	\$14,325.75
	Totals for work under Amendment I		\$373,583.00	\$93,397.00	\$280,186
25-09	1996 Int'l Dump Truck	Longview	\$20,825.25	\$6499.50	\$14,325.75
24-04	1996 Int'l Dump Truck 4x4	Longview	\$19,101.25	\$4775.50	\$14,325.75
23-19	1997 Int'l Dump Truck	Longview	\$19,101.25	\$4775.50	\$14,325.75
23-20	1997 Int'l Dump Truck	Longview	\$19,101.25	\$4775.50	\$14,325.75
24-05	2000 Int'l Dump Truck	Longview	\$19,101.25	\$4775.50	\$14,325.75
23-22	2001 Int'l Dump Truck	Longview	\$19,101.25	\$4775.50	\$14,325.75
23-21	2001 Int'l Dump Truck	Longview	\$19,101.25	\$4775.50	\$14,325.75
71-04	2001 Schwarze Sweeper	Longview	\$19,101.25	\$4775.50	\$14,325.75
71-05	2001 Schwarze Sweeper	Longview	\$19,101.25	\$4775.50	\$14,325.75
25-10	2002 Int'l Dump Truck	Longview	\$20,825.25	\$6499.50	\$14,326.75
28-08	2003 Int'l Service Truck	Longview	\$19,101.25	\$4775.50	\$14,325.75
	Totals for work under original Agreement		\$213,561.75	\$55,978.50	\$157,583.25
	Total Project Costs under the Agreement and this Amendment I		\$587,144.75	\$149,375.50	\$437,769.25

**Cummins West, Inc.**

**Amended Exhibit B**

**Amended Price Schedule**

Based upon the California Air Resources Board certification related to year, use and type of vehicle, one of the following devices will be installed on the units of equipment as specified by the Contract Administrator in the Task Order for each installation.

**Claire Longview Device – J Series**

<u>Product</u>	<u>Description</u>	<u>Amount</u>
Claire	Claire Longview	\$14,900.00
Kit	Installation Kit	600.00
Labor	Installation	2,400.00
	Tax	1,201.25
	<b>Total</b>	<b>\$19,101.25</b>

**Claire Longview Device – K Series**

<u>Product</u>	<u>Description</u>	<u>Amount</u>
Claire	Claire Longview - K Series	\$16,500.00
Kit	Installation Kit	600.00
Labor	Installation	2,400.00
	Tax	1,325.25
	<b>Total</b>	<b>\$20,825.25</b>

**Claire Horizon Device**

<u>Product</u>	<u>Description</u>	<u>Amount</u>
Claire	Claire Horizon Device	\$10,500.00
Kit	Installation Kit	600.00
Labor	Installation	2,150.00
	Tax	860.25
	<b>Total</b>	<b>\$14,110.25</b>

## Cummins West, Inc.

## Diesel Fleet Retrofit Project

## AGREEMENT FOR SERVICES # AGMT 05-979

**THIS AGREEMENT**, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Cummins West, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 14775 Wicks Boulevard, San Leandro, California 94577, and whose local office address is 875 Riverside Parkway, West Sacramento, California 95605, (hereinafter referred to as "Contractor");

**RECITALS**

**WHEREAS**, County has proposed a diesel retrofit project that meets the eligibility criteria of the El Dorado County Air Quality Management District (hereinafter referred to as "District") and that has been approved by the District for funding; and

**WHEREAS**, County has determined that it is necessary to obtain a Contractor to assist its Department of Transportation (Department) with that diesel fleet retrofit project; and

**WHEREAS**, Contractor has agreed to furnish and install Cleaire Longview emission control devices on eleven (11) of the Department's diesel powered vehicles and to provide staff training for the routine maintenance required for those devices; and

**WHEREAS**, Contractor has represented to County that it is specially trained, experienced, expert, and competent to perform the special services required hereunder, and that Contractor and its personnel are Cleaire-authorized installers, and County has determined to rely upon such representations; and

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable state and local laws; and

**WHEREAS**, County has determined that the provision of such services provided by Contractor are in the public's best interest, and authorized by El Dorado County Charter, Section 210(b)(6) and/or Government Code 31000;

**NOW, THEREFORE**, County and Contractor mutually agree as follows:

**ARTICLE I**

**Scope of Services:** Contractor agrees to furnish materials, labor, equipment and services necessary to provide and install Cleaire Longview emission control devices on designated Department of Transportation equipment and to provide staff training for the routine maintenance required for those devices at the Department's Headington Road and Shakori Drive facilities. Services shall include, but not be limited to, those tasks as identified in Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof.

## **ARTICLE II**

**Term:** This Agreement shall become effective when fully executed by both parties hereto and shall expire one year thereafter.

## **ARTICLE III**

**Compensation for Services:** For products and services provided herein, County agrees to pay Contractor monthly in arrears. Payment shall be made within thirty (30) days following County receipt and approval of itemized invoice(s) detailing services rendered. For the purposes hereof, the billing rates shall be in accordance with Exhibit B, marked "Price Schedule," incorporated herein and made by reference a part hereof.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number and the individual Task Order number(s) assigned for the specific services being billed, both on their faces and on any enclosures or back-up documentation. Invoices shall be mailed to the Contract Administrator at the following address:

County of El Dorado  
Department of Transportation  
2441 Headington Road  
Placerville, California 95667  
Attn: Dennis Milligin

or to such other location as County directs.

The total amount of this Agreement shall not exceed \$213,561.75, inclusive of all expenses.

## **ARTICLE IV**

**Prevailing Wage:** County requires Contractor's services on public works project(s) involving local, State and/or Federal funds to which prevailing wage requirements may apply. As a consequence, Contractor shall comply with all applicable State and Federal prevailing wage rates, statutes, rules and regulations then in effect. In the event of conflict between applicable Federal and State provisions, the higher prevailing wage rate shall apply. Contractor shall use the general prevailing wage rates determined by the Director of Industrial Relations for the county in which the work is to be done, which are available at the offices of the District Director of Transportation for the district in which the work is situated. Contractor shall comply with all wage requirements, as set forth in Labor Code Sections 1770 et seq., 1773.2, 1775, 1776, 1810, & 1813. Changes, if any, to the general prevailing wage rates will be available at the same location. Federal minimum wage rates are determined by the United States Secretary of Labor and may be examined at the office described above. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

## **ARTICLE V**

**Payment of all Federal, State or City Taxes:** Any federal, state or city tax payable on the articles furnished by Contractor under this Agreement shall be included in rates quoted herein and paid by Contractor.

## **ARTICLE VI**

**Compliance with all Applicable Laws:** Contractor shall conform to and abide by all Federal, State and local labor and safety laws, ordinances, rules and regulations. All work and materials shall be in full accordance with the latest rules and regulations of the California Air Resources Board, the Department of Motor Vehicles, safety orders of the Division of Industrial Safety and any or all other applicable laws and regulations. Nothing in this Agreement, including but not limited to, any directions or Task Orders provided to Contractor, is to be construed to permit work not conforming to these regulations.

## **ARTICLE VII**

**Audits, Inspections and Record Retention:** County is relying on assistance or grants for a portion of the funding for the services to be provided under this Agreement. As a requirement in County's Funding Agreement to obtain those grant funds, County is required to comply with certain audit and inspection requirements and to extend the requirements of these sections to third party contracts. Contractor shall at any time during regular business hours, and as often as County or District may deem necessary, make available to County and District for examination all of its records and data with respect to the matters covered by this Agreement. Contractor shall, and upon request by County or District, permit County and District to audit and inspect all of such records and data necessary to ensure Contractor's compliance with the terms of this Agreement. Contractor shall be subject to audit by County, District or its authorized representatives to determine if the funds paid to Contractor under this Agreement were properly used for the reduction of pollution as provided in AB 2766 and to determine whether the funds were utilized as provided by law and in accordance with County's Funding Agreement. If, after audit, County or District makes a determination that funds paid to Contractor pursuant to this Agreement were not spent in conformance with County's Funding Agreement, or AB 2766 or any other applicable provisions of law, Contractor agrees to immediately reimburse County all funds determined to have been expended not in accordance with said provisions.

Contractor shall retain all invoices, records and data for activities performed under this Agreement for at least three (3) years from the date of final payment under this Agreement or until all state and federal audits are completed for that fiscal year, whichever is later.

Because this Agreement exceeds Ten Thousand Dollars (\$10,000), Contractor shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Agreement.


## **ARTICLE VIII**

**Workers' Compensation:** Contractor shall comply with Labor Code Sections 3700 et seq., requiring it to obtain Workers' Compensation Insurance, and sign a certificate of knowledge thereof.

### **CERTIFICATE OF KNOWLEDGE - LABOR CODE SECTION 3700**

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers'

compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Signed:  Date 2/16/06

#### **ARTICLE IX**

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

#### **ARTICLE X**

**Contractor to County:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

#### **ARTICLE XI**

**Confidentiality:** Contractor shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable State and Federal laws and regulations, as they may now exist or may hereafter be amended or changed. Contractor, and all Contractor's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to the County Department of Transportation for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or termination of this Agreement.

#### **ARTICLE XII**

**Assignment and Delegation:** Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

#### **ARTICLE XIII**

**Independent Contractor/Liability:** Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful, and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner



in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

#### **ARTICLE XIV**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

#### **ARTICLE XV**

##### **Default, Termination, and Cancellation:**

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (Time to Cure), then such party shall be in default. The Time to Cure may be extended in the discretion of the party giving notice. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the Time to Cure has expired.

- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.

D. Termination or Cancellation without Cause: County may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by County for any reason. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates, as set forth in the Notice of Termination provided to Contractor, and for such other services which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

#### **ARTICLE XVI**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado  
Department of Transportation  
2441 Headington Road  
Placerville, California 95667

Attn.: Dennis Milligin,  
Equipment Superintendent

With a Copy To:

County of El Dorado  
Department of Transportation  
2850 Fairlane Court  
Placerville, California 95667

Attn: Tim C. Prudhel,  
Contract Services Officer

or to such other location as County directs.

Notices to Contractor shall be addressed as follows:

Cummins West, Inc.  
875 Riverside Parkway  
West Sacramento, California 95605

Attn.: Mike Doherty,  
Vice President of Finance

or to such other location as Contractor directs.

#### **ARTICLE XVII**

**Indemnity:** Contractor shall defend, indemnify, and hold the County and the District harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind, and description, including attorneys' fees and costs incurred, brought for, or on account of, injuries to, or death of, any person, including but not limited to workers, County or District employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to, or in any way arise out of, or are connected with Contractor's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County or District, the

Contractor, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County or District, their officers and employees, or as expressly provided by statute. This duty of Contractor to indemnify and save County and District harmless includes the duties to defend set forth in California Civil Code Section 2778.

#### **ARTICLE XVIII**

**Insurance:** Contractor shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage, including but not limited to endorsements for the following coverage: premises, personal injury, operations, products and completed operations, blanket contractual, and independent contractors liability.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by the Contractor in performance of the Agreement.
- D. In the event Contractor is a licensed professional and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Contractor shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to the Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Contractor agrees that the insurance required herein shall be in effect at all times during the term of this agreement. In the event said insurance coverage expires at any time or times during the term of this contract, Contractor shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event. New certificates of insurance are subject to the approval of the Risk Manager, and Contractor agrees that no work or services shall be performed prior to the giving of such approval.
- H. The certificate of insurance must include the following provisions stating that:
  - 1. The insurer will not cancel the insured's coverage without 30-day prior written notice to the County; and
  - 2. The County of El Dorado, its officers, officials, employees and volunteers are

included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all liability policies except Workers' Compensation and professional liability insurance policies.

- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to, and approved, by the County. At the option of the County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with the Risk Management Division as essential for protection of the County.

## **ARTICLE XIX**

### **Licenses:**

Contractor warrants and represents that it and each of the personnel employed or otherwise retained by Contractor to perform work under this Agreement are properly certified and/or licensed to provide the services contemplated herein.

## **ARTICLE XX**

**Environmental and Toxic Warranty:** Contractor warrants that its operations concerning the services and materials provided under this Agreement are not and will not be in violation of any applicable environmental federal, state, or local statute, law, or regulation dealing with hazardous materials substances or toxic substances.

## **ARTICLE XXI**

### **Guarantees:**

- A. For the purposes of this Agreement, the warranty periods for the Cleaire Longview J Series and for the Cleaire Longview K Series emission control devices including all parts, equipment and materials to be provided by Contractor associated with the installation of those devices, shall be in accordance with "Table 1. Warranty Period," as identified in Exhibit C, marked "Warranty," incorporated herein and made by reference a part hereof. Contractor warrants and guarantees for the period specified from the date of invoice that the work shall be free from all defects due to faulty materials or workmanship and Contractor shall promptly make such corrections as may be necessary, including repairs of any damage to other parts of the equipment or vehicle resulting from such defects. County will give notice of observed defects with reasonable promptness.
- B. Contractor expressly agrees to act as co-guarantor of the emission control devices and all such parts, equipment and materials, and Contractor shall supply County with all warranty and guaranty documents relative to the emission control devices, parts, equipment and materials incorporated in the services provided and guaranteed by its suppliers or manufacturers.
- C. Contractor warrants to County that emission control devices, materials, parts and equipment furnished under this Agreement will be of good quality and new, unless otherwise required or permitted by the Agreement, that the work performed will be free from defects or flaws and is of the highest quality of workmanship and that the services provided will conform with the requirements of this Agreement and with the requirements and regulations of the California Air Resources Board. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.

## **ARTICLE XXII**

**Interest of Public Official:** No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

## **ARTICLE XXIII**

**Interest of Contractor:** Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree, in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

#### **ARTICLE XXIV**

**California Residency (Form 590):** All independent Contractors providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of this Agreement, or County shall withhold seven (7) percent of each payment made to the Contractor during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

#### **ARTICLE XXV**

**Taxpayer Identification Number (Form W-9):** All independent contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

#### **ARTICLE XXVI**

**California Forum and Law:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. Contractor waives any removal rights it might have under Code of Civil Procedure Section 394.

#### **ARTICLE XXVII**

**Year 2000 Compliance:** Contractor agrees that all hardware and software developed, distributed, installed, programmed, or employed as a result of this order will comply with ISO 9000 date format to correctly manipulate and present date-sensitive data.

Upon delivery of product and thereafter, the date and date logic component shall effectively and efficiently operate using a four-digit year.

Upon written notification by the County of any hardware or software failure to comply with ISO 9000 date format, Contractor will replace or correct the failing component with compliant hardware or software immediately, at no cost to the County.

#### **ARTICLE XXVIII**

**Contract Administrator:** The County Officer or employee with responsibility for administering this Agreement is Dennis Milligin, Equipment Superintendent, Department of Transportation, or successor.

#### **ARTICLE XXIX**

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

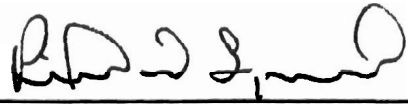
#### **ARTICLE XXX**

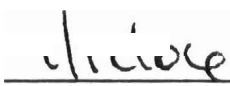
**Partial Invalidity:** If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

**ARTICLE XXXI**

**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

**Requesting Department Concurrence:**

By:   
\_\_\_\_\_  
Richard W. Shepard, P.E.  
Director of Transportation

Dated:   
\_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

-- COUNTY OF EL DORADO --

By: James R. Sweeney  
**JAMES R. SWEENEY, CHAIRMAN**  
Board of Supervisors  
"County"

Dated: 3/7/06

Attest:  
Cindy Keck  
Clerk of the Board of Supervisors

By: [Signature]  
Deputy Clerk

Dated: 3/7/06

-- CUMMINS WEST, INC. --

By: [Signature]  
Mike Doherty  
Vice President of Finance  
"Contractor"

Dated: 2/16/06

By: [Signature]  
Corporate Secretary

Dated: 2/16/06



## **Cummins West, Inc.**

### **Exhibit A**

#### **Scope of Work**

##### **Installation**

Contractor shall furnish all materials, labor, equipment and services necessary to provide and install Cleaire Longview emission control devices on eleven (11) El Dorado County Department of Transportation units of equipment. All service will be provided at Contractor's facility located at 875 Riverside Parkway, West Sacramento, California. The Department of Transportation (Department) will deliver equipment to and pick up equipment from Contractor's facility.

Specific task assignments and work requirements will apply to each installation. An inspection of each vehicle will be performed by the Contract Administrator, or his designee, and by Contractor at which time the specific tasks for each installation shall be determined. Repairs to the equipment that are necessary prior to the installation of the emission control device will be identified and facilitated by the Department.

Following the inspection, the Contract Administrator will issue an approved Task Order to Contractor containing a scope of work, a schedule, a not-to-exceed cost to complete the work and a notice to proceed for that installation. No payment will be made for any work performed prior to the issuance of an approved Task Order.

When the work detailed in the Task Order is complete, an inspection of the installation by the Contract Administrator or his designee will take place and a Punch List will be generated of any non-compliant work. All issues will be resolved prior to acceptance of the work. Upon completion and acceptance, an invoice will be issued in accordance with the provisions of the Contract.

All communications with Contractor throughout this project will be handled by the Contract Administrator or his designee.

##### **Maintenance Training**

Contractor shall provide training to designated Department staff on the routine maintenance procedures for the Cleaire Longview emission control devices at the Department's facilities at 2241 Headington Road, Placerville, California and at 1121 Shakori Drive, Meyers, California, at times to be mutually agreed upon. There shall be no charge to County for these training sessions.

A separate Task Order shall be issued for each training session. Each Task Order for training sessions shall generally describe the training to be provided, the duration of each training session and the time and location of each training session. A minimum of two (2) training sessions shall be provided prior to the expiration date of this Agreement.

**Cummins West, Inc.**

**Exhibit B**

**Price Schedule**

Based upon the age and type of equipment, the Cleaire Longview J Series emission control device will be provided and installed on the following nine (9) units of equipment:

Equipment #s: 23-19, 23-20, 23-21, 23-22, 24-04, 24-05, 28-08, 71-04, and 71-05.

<u>Product</u>	<u>Description</u>	<u>Amount/Unit</u>	<u>Units</u>	<u>Extended Total</u>
Cleaire	Cleaire Longview - J Series	\$14,900.00	9	\$134,100.00
Kit	Installation Kit	600.00	9	5,400.00
Labor	Installation	2,400.00	9	21,600.00
	Tax	1,201.25	9	10,811.25
	<b>Total</b>	<b>\$19,101.25</b>	<b>9</b>	<b>\$171,911.25</b>

Based upon the age and type of equipment, the Cleaire Longview K Series emission control device will be provided and installed on the following two (2) units of equipment:

Equipment #s: 25-09, 25-10.

<u>Product</u>	<u>Description</u>	<u>Amount/Unit</u>	<u>Units</u>	<u>Extended Total</u>
Cleaire	Cleaire Longview - K Series	\$16,500.00	2	\$33,000.00
Kit	Installation Kit	600.00	2	1,200.00
Labor	Installation	2,400.00	2	4,800.00
	Tax	1,325.25	2	2,650.50
	<b>Total</b>	<b>\$20,825.25</b>	<b>2</b>	<b>\$41,650.50</b>

**Total Project Cost** **\$213,561.75**

Exhibit C

Warranty

Cummins West, Inc. dba Cleaire Advanced Emission Controls will be hereafter known as "Cleaire" for this Warranty Statement.

This warranty statement is the sole warranty made by Cleaire. There are no other warranties, expressed or implied, or of merchantability or fitness for a particular purpose. Table 1 lists the warranty period.

Table 1. Warranty Period

Engine Type	Engine Size	Warranty Period
On-Road	Light heavy-duty, 70 to 170 hp, Gross Vehicle Weight Rating (GVWR) less than 19,500 lbs.	5 years or 60,000 miles
	Medium heavy-duty, 170 to 250 hp, GVWR from 19,500 lbs. to 33,000 lbs.	5 years or 100,000 miles
	Heavy heavy-duty, exceeds 250 hp, GVWR exceeds 33,000 lbs.	5 years or 150,000 miles
Off-Road (includes portable engines) and Stationary	Under 25 hp, and for constant speed engines rated under 50 hp with rated speeds greater than or equal to 3,000 rpm	3 years or 1,800 hours
	At or above 25 hp and under 50 hp	4 years or 2,600 hours
	At or above 50 hp	6 years or 4,200 hours

For the purpose of this warranty, abuse or neglect includes vehicle accidents, ignoring the Longview system status lights, blending lubricating oil with fuel, or any engine failure or condition that allows excess lubricating oil, coolant, contaminants or debris to enter the exhaust system.

Cleaire is not responsible for incidental or consequential damages, which include, but are not limited to, fines, theft, vandalism, or collisions. The owner is responsible for incidental costs such as communication expenses, meals, and lodging incurred by owner or employee of owner as a result of a warrantable condition.

The verified diesel emission control system must be installed by Cleaire authorized personnel. Installation by unauthorized personnel will void this warranty.

PRODUCT WARRANTY

YOUR WARRANTY RIGHTS AND OBLIGATIONS

Cleaire warrants the diesel emission control system in the application for which it is sold or leased to be free from defects in design, materials, workmanship, or operation of the diesel emission control system which cause the diesel emission control system to fail to conform to the emission control performance level it was verified to, or to the requirements in the California Code of Regulations, Title 13, Sections 2700 to 2706, and 2710, for the periods of time listed in Table 1, provided there has been no abuse, neglect, or improper maintenance of your diesel emission control system, vehicle or equipment, as specified in the owner's manuals. Where a warrantable condition exists, this warranty also covers other vehicle or equipment parts from damage caused by the diesel emission control system, subject to the same exclusions for abuse, neglect or improper maintenance of your vehicle or equipment. Please review your owner's manual for other warranty information. Your diesel emission control system may include a core part (e.g., particulate filter, diesel oxidation catalyst, selective catalytic reduction converter) as well as hoses, connectors, a backpressure monitor (if applicable), and other emission-related assemblies. Where a warrantable condition exists, Cleaire will repair or replace your diesel emission control system at no cost to you including diagnosis, parts, and labor.

WARRANTY COVERAGE

For an engine size and application, the warranty period will be the years or hours of miles of operation shown in Table 1, whichever occurs first.

If any emission-related part of your diesel emission control system is defective in design, materials, workmanship, or operation of the diesel emission control system thus causing the diesel emission control system to fail to conform to the emission control performance level it was verified to, or to the requirements in the California Code of Regulations, Title 13, Sections 2700 to 2706, and 2710, within the warranty period, as defined above, Cleaire will repair or replace the diesel emission control system, including parts and labor.

In addition, Cleaire will replace or repair the vehicle, equipment, or engine components to the condition they were in prior to the failure, including parts and labor, for damage to the engine or other vehicle components proximately caused by the verified diesel emission control strategy. This also includes those relevant diagnostic expenses in the case a warranty claim is valid. Cleaire may, at its option, instead pay the fair market value of the vehicle, equipment, or engine prior to the time the failure occurs.

OWNER'S WARRANTY RESPONSIBILITY

As the (vehicle, engine, equipment) owner, you are responsible for performing the required maintenance described in your owner's manual. Cleaire recommends that you retain all maintenance records and receipts for maintenance expenses for your vehicle, engine, or equipment, and diesel emission control system. If you do not keep your receipts or fail to perform all scheduled maintenance, Cleaire may have grounds to deny warranty coverage. You are responsible for presenting your vehicle, equipment, or engine and diesel emission control system to a Cleaire-authorized dealer as soon as a problem is detected. The warranty repair or replacement should be completed in a reasonable amount of time, not to exceed 30 days. If a replacement is needed, this may be extended to 90 days should a replacement not be available, but must be performed as soon as a replacement becomes available. Failure to complete the warranty information requested by Cleaire within 30 days of installation of the diesel emission control system may void this warranty.

If you have questions regarding your warranty rights and responsibilities, you should contact Cleaire at 1-800-308-2111 or the California Air Resources Board at 9528 Telstar Avenue, El Monte, CA 91731, or (800) 363-7664, or electronic mail: [help@arb.ca.gov](mailto:help@arb.ca.gov).

INSTALLATION WARRANTY

YOUR WARRANTY RIGHTS AND OBLIGATIONS

The Cleaire-authorized installer warrants that the installation of the diesel emission control system is free from defects in workmanship or materials which cause the diesel emission control system to fail to conform to the emission control performance level it was verified to, or to the requirements in the California Code of Regulations, Title 13, Sections 2700 to 2706. The warranty period and the extent of the warranty coverage provided by the Cleaire-authorized installer is the same as the product warranty provided by Cleaire, and the same exclusions apply.

OWNER'S WARRANTY RESPONSIBILITY

As the (vehicle, engine, equipment) owner, you are responsible for presenting your vehicle, engine, or equipment and diesel emission control system to the Cleaire-authorized installer as soon as a problem with the installation is detected.

If you have questions regarding your warranty rights and responsibilities, you should contact a Cleaire-authorized dealer, or Cleaire at 1-800-308-2111, or the California Air Resources Board at 9528 Telstar Avenue, El Monte, CA 91731, or (800) 363-7664, or electronic mail: [help@arb.ca.gov](mailto:help@arb.ca.gov).