Authorize 1) the destruction of a 2006 Ford pickup to comply with grant requirements for CNG vehicle conversion, and 2) deposit revenue from vehicle destruction in general fund.

Briefing Date: Mar 3 2020
Funding Source: 
Originating Department: Purchasing
Prepared by: Kerry Rhines,
Recommended by: Michael Frosch, Director of Purchasing

BACKGROUND INFORMATION:
On January 17, 2019 The Texas Natural Gas Vehicle Grant Program (Contract No. 582-19-94327-0721) awarded Dallas County $9,485 for the conversion of a 2019 Ford F250 Pickup (LV076, VIN 1FTBF2A60KEE89138) to CNG (compressed natural gas). The grant stipulates that the vehicle which this replaced, a 2006 Ford Pickup (AH29), must be permanently rendered inoperable by complete crushing of the vehicle. To verify this, proper documentation must be submitted, which includes photographs before and after the destruction as well as the Certificate of Destruction. The Purchasing Department has arranged to have this vehicle destroyed. The purpose of this briefing is to recommend approval for destruction of the vehicle.

OPERATIONAL IMPACT:
The Purchasing Department will arrange to have the 2006 Ford Pickup, AH29, VIN 1FTWF30P26ED01940, transferred to an approved County vendor, MC3 Metal Recycling, and scrapped for an estimated rate of $0.05 per pound.

FINANCIAL IMPACT:
Funds from the destruction of this vehicle will be deposited into the General Fund.

LEGAL IMPACT:
The destruction of the 2006 Ford Pickup (AH29) is in accordance with Article 18 “Performing Party’s Responsibilities to the TECQ, Disposition of Replaced Vehicles and Engines” as outlined in The Texas Natural Gas Vehicle Grant Program (Contract No. 582-19-94327-0721).

SBE PARTICIPATION:
N/A

ADMINISTRATIVE PLAN COMPLIANCE:
This action adheres to Administrative Plan 1; Dallas County is operationally a model governmental entity. This action allows the authority to meet the legal requirements of the FY2019 Texas Emissions Reduction Plan (TERP). Proceeds will be scheduled toward the General Fund.
RECOMMENDATION:
Authorize 1) the destruction of a 2006 Ford pickup to comply with grant requirements for CNG vehicle conversion, and 2) deposit revenue from vehicle destruction in general fund.

MOTION:
On a motion made by TBD, and seconded by TBD, the following order will be voted on by the Commissioners Court of Dallas County, State of Texas:

Be it resolved and ordered that the Dallas County Commissioners Court does hereby authorize 1) the destruction of a 2006 Ford pickup to comply with grant requirements for CNG vehicle conversion, and 2) deposit revenue from vehicle destruction in general fund.

CONTRACT DETAILS:

<table>
<thead>
<tr>
<th>Contract Title:</th>
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<tbody>
<tr>
<td>Description:</td>
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<td>Transaction Type:</td>
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<td>Expiration Date:</td>
<td></td>
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<tr>
<td>Vendor:</td>
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</tbody>
</table>

ATTACHMENTS:

Contract and Title
Mr. Julio Cuin  
Dallas County  
321 Northgate  
Desoto, Texas 75115  

Re: Texas Natural Gas Vehicle Grant Program (TNGVGP) Contract Number 582-19-94327-0721  

Dear Mr. Cuin:  

Your application for a Texas Emissions Reduction Plan (TERP) TNGVGP grant has been approved. The Texas Commission on Environmental Quality (TCEQ) is pleased to provide you with two (2) copies of a grant contract for acceptance and signature by the Authorized Official.  

If you accept the grant, return the signed copies to us within seven (7) days. If you need more time, please contact us to arrange for an extension to this deadline. Notify us immediately in writing if you wish to decline the grant.  

We have a short timeframe to execute our grant contracts. Therefore, we will not be able to consider any changes at this time. However, during the contract term we will consider requests for minor changes to the extent to which the project can be changed from the original proposal.  

Please return BOTH original contracts, signed and dated in BLUE ink by the AUTHORIZED OFFICIAL, to:  

Attn: Ms. Debbie Horseman  
Air Quality Division, MC-204  
Texas Commission on Environmental Quality  
12100 Park 35 Circle  
Austin, TX 78753  

When we receive the signed contracts, we will sign for TCEQ and provide you with an original executed copy. The contract will then be in effect. Thank you for your participation in this important program. If you have any questions about your grant contract, please contact Mr. Ron Hieser, TNGVGP Grant Manager, at 512-239-0244.  

Sincerely,  

Laurie Gharis, Team Leader  
Implementation Grants Section  
Air Quality Division  
Texas Commission on Environmental Quality  

LG/jl  

Enclosures
Texas Commission on Environmental Quality
Grant Agreement for
TEXAS NATURAL GAS VEHICLE GRANT PROGRAM
CONTRACT SIGNATURE PAGE

<table>
<thead>
<tr>
<th>Contract Name</th>
<th>TEXAS NATURAL GAS VEHICLE GRANT PROGRAM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract No.</td>
<td>582-19-94327-0721</td>
</tr>
<tr>
<td>PERFORMING PARTY Name</td>
<td>Dallas County</td>
</tr>
<tr>
<td>PERFORMING PARTY I.D. No.</td>
<td>2018-00-0016-NV</td>
</tr>
<tr>
<td>Total Contract Amount Not To Exceed</td>
<td>$9,485.00</td>
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**Effective Date**

The Effective Date of this Contract is the date on which the Contract is signed by the last of the parties to sign.

Expiration Date: August 31, 2025

The Texas Commission on Environmental Quality (TCEQ), an agency of the State of Texas and the named PERFORMING PARTY enter this Agreement (Contract) for the purpose of providing financial assistance for the replacement and repowering of vehicles as authorized by Texas Health and Safety Code Chapter 394. The Parties agree: the PERFORMING PARTY will conduct the Grant Activities required by the Contract; and the TCEQ will reimburse authorized allowable costs in accordance with the Texas Uniform Grant Management Standards and the Contract.

**Authorized Official**

<table>
<thead>
<tr>
<th>Texas Commission on Environmental Quality (TCEQ)</th>
<th>Dallas County (PERFORMING PARTY)</th>
</tr>
</thead>
<tbody>
<tr>
<td>By (Authorized Signature):</td>
<td>Mr. Julio Cuin</td>
</tr>
<tr>
<td>Printed Name:</td>
<td>Joe Walton</td>
</tr>
<tr>
<td>Title:</td>
<td>Manager, Implementation Grants Section</td>
</tr>
<tr>
<td>Date of Signature:</td>
<td>1-22-19</td>
</tr>
</tbody>
</table>

**Project Representative**

<table>
<thead>
<tr>
<th>Texas Commission on Environmental Quality (TCEQ)</th>
<th>Dallas County (PERFORMING PARTY)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grant Manager Name:</td>
<td>Joe Walton</td>
</tr>
<tr>
<td>Contact Number:</td>
<td>(214) 653-6529</td>
</tr>
<tr>
<td>Contact and Address for Notices:</td>
<td></td>
</tr>
<tr>
<td>TCEQ</td>
<td>Dallas County</td>
</tr>
<tr>
<td>P.O. Box 13087 (MC-204)</td>
<td>321 Northgate</td>
</tr>
<tr>
<td>Austin, Texas 78711-3087</td>
<td>Desoto, TX 75115</td>
</tr>
</tbody>
</table>
GENERAL CONDITIONS
for
TEXAS NATURAL GAS VEHICLE GRANT PROGRAM (TNGVGP)

ARTICLE 1. DEFINITIONS

Unless defined herein, terms in this Agreement and Contract Documents will have the meanings provided in the Texas Uniform Grant Management Standards (UGMS). The following terms have the meanings indicated.

1.1 Activity Life - the time period that is used to determine the emissions reductions and cost effectiveness of the activity and the period during which Monitoring Reports are required, also referred to in the Agreement as the Reporting Period. The TCEQ will normally set the start date of the Activity Life on the date of reimbursement by the TCEQ for each individual Grant Activity and the end date on the earlier of the fourth anniversary of the date of reimbursement of each individual activity or until the date the vehicle has been in operation for 400,000 miles after the date of reimbursement for that vehicle.

1.2 Annual Usage - the annual miles traveled. The percentage of Annual Usage that occurs within the Eligible Counties is material to achieving the emissions reductions benefit supporting the grant award.

1.3 Application - the application for a TNGVGP grant submitted by the PERFORMING PARTY including any amendments or supplemental conditions added to the application. An Application may include one or more Supplemental Forms, which pertain to the individual activities to be conducted under the grant. The Application is used to develop the Scope of Work of this contract. In case of conflict between the Application and Scope of Work, the Scope of Work will take precedence.

1.4 Authorized Official - the Authorized Official of the TCEQ and the PERFORMING PARTY, as designated in writing elsewhere in the Agreement. The individual authorized to sign legal documents on behalf of the TCEQ and the PERFORMING PARTY.

1.5 CNG - compressed natural gas

1.6 Effective Date of the Agreement - the date indicated in the Agreement on which the Agreement becomes effective; but if no such date is indicated it means the date on which the Agreement is signed by the last of the two parties to sign and deliver.

1.7 Eligible Counties - the counties designated as affected counties in 386.001(2), Texas Health and Safety Code, and the additional counties included in a non-attainment area designated by the TCEQ. The TCEQ may designate a sub-set of these counties as eligible counties for each grant round. The eligible counties applicable to this contract are listed in the Request for Grant Applications for the TNGVGP and in the Application.

1.8 Final Completion - the Grant Activities are completed in the judgment of the TCEQ. This will usually occur upon the completion of the longest-running Activity Life of the Grant Activities under this Agreement.

1.9 Global Positioning System (GPS) - a space-based, radio-positioning system nominally consisting of a minimum 24-satellite constellation that provides navigation and timing information to military and civilian users worldwide.

1.10 Grant Activity/Activities - activities the PERFORMING PARTY has agreed to perform under this Contract that are detailed in the Scope of Work.

1.11 Grant Agreement - means the agreement between the TCEQ and the PERFORMING PARTY in writing, consisting of the documents listed in Article 10, Contract Documents. The term Grant Agreement shall be used interchangeably as "Agreement", "Contract", or "grant".

1.12 Grant Equipment - the vehicles or equipment for which the cost of purchase is reimbursed by the TCEQ under the Agreement. The term includes replacements for Grant Equipment which is lost, stolen, or irreparably damaged.

1.13 Heavy-duty Motor Vehicle - a motor vehicle with: A) a gross vehicle weight rating of more than 8,500 pounds; and B) an engine certified to the United States Environmental Protection Agency's standards for heavy-duty engines.

1.14 Incremental Costs - the cost of an approved activity less a baseline cost that would otherwise be incurred by the PERFORMING PARTY in the normal course of business, as determined according to the provisions of the Guidelines for the Emissions Reduction Incentive Grants (RG-388).
ARTICLE 2. GOVERNING STANDARDS

This Agreement is subject to: (1) Chapter 394, Texas Health and Safety Code; (2) the Uniform Grant and Contract Management Act, Texas Government Code, Section 783.001 et seq., and the Texas Uniform Grant Management Standards (UGMS); (3) 30 Texas Administrative Code Sections 114.650-114.658; (4) Appropriations Act of the 85th Texas Legislature pertaining to appropriation of funds to the TCEQ for grants, etc. and grants by state agencies; (5) Texas Government Code Chapter 2261 (pertaining to cost reimbursement contracts); (6) Local Government Code Chapter 391 and implementation rules of the Governor’s Office of Budget, Planning, and Policy (pertaining to costs for entities defined as Councils of Government, etc.); (7) (Texas Government Code Section 556.0055 (pertaining to lobbying); (8) TCEQ rules and policies (pertaining to the TCEQ contracts and grants); (9) the Guidelines for the Emissions Reduction Incentive Grants (RG-368), and (10) other applicable Federal and State rules and statutes.

ARTICLE 3. PURPOSE

The purpose of this Agreement is to provide a grant to financially assist the PERFORMING PARTY that currently operates heavy-duty or medium-duty motor vehicles to repower the vehicles with a natural gas engine or replace the vehicles with a natural gas vehicle in Texas through monitored, enforceable performance of Grant Activities listed in the Scope of Work. Incentive funding is available for activities that will reduce the emissions of oxides of nitrogen (NOx) in designated eligible counties in Texas.

ARTICLE 4. FUNDS

4.1 Amount Limits on Funds. The TCEQ will reimburse the PERFORMING PARTY for the costs of the conforming Grant Activities. The maximum TCEQ reimbursement amount is shown on the Signature Page. Eligibility for reimbursement is subject to issuance by the TCEQ of a Notice to Proceed with the Grant Activities. The Contract does not guarantee a minimum amount of reimbursement.

4.2 Section 394.007, Texas Health and Safety Code, sets limits on the amount of grant awards. To ensure these limits are not exceeded, the TCEQ may reduce reimbursement amounts as necessary.

4.3 Time Limits on Funds (Period of Funds Availability). Costs to be reimbursed under this Contract must be incurred and paid by April 30, 2021.

4.4 Reimbursement is limited to costs determined by the TCEQ in its sole discretion as eligible.

4.5 The maximum TCEQ reimbursement amount is not a guarantee of payment. The actual amount of reimbursement may be less than the maximum and will be determined by the TCEQ.

ARTICLE 5. CONTRACT PERIOD

5.1 This Contract will commence on the Effective Date of the Contract.

5.2 The Contract Period shall be the period of time from the Effective Date through the Expiration Date listed on the Signature Page of this Contract, or the completion of the Reporting Period as specified in the Scope of Work, whichever is earlier; unless the Contract is otherwise terminated or extended in accordance with its terms.

5.3 Due to the time limitations on availability of the grant funds, the TCEQ’s obligation to reimburse the PERFORMING PARTY’s allowable costs incurred and paid during this Period of Funds Availability shall expire forty-five (45) days after the Period of Funds Availability. If no reimbursement has been requested or paid as of this date, this Contract will terminate without any further obligations to either party.

5.4 This Contract shall immediately terminate at the end of any state fiscal year for which the Texas Legislature fails to appropriate and/or to provide sufficient funds in the subsequent fiscal year necessary to perform this Contract.

ARTICLE 6. NOTICE TO PROCEED

6.1 The TCEQ’s funding for the Grant Activities may currently be unavailable or uncertain and the amount of funding may be unknown. Efficient use of public funds may be achieved by entering into agreements with potential grantees in which reimbursements are contingent on availability of funds and a subsequent selection by the TCEQ. If funding for a reimbursement grant becomes available, the TCEQ, in its sole discretion, will select which of the contingent agreements will receive reimbursement and will issue a Notice to Proceed for any selected project.

6.2 The PERFORMING PARTY may begin the Grant Activities, at its own risk, prior to receiving a Notice to Proceed. However, regardless of the availability of funding, if this Agreement is not selected and a Notice to Proceed is not issued, the PERFORMING PARTY is not obligated to continue the Grant Activities.
ARTICLE 11. ELIGIBILITY FOR COST REIMBURSEMENT

11.1 The TCEQ will reimburse the PERFORMING PARTY for those costs which are eligible for reimbursement in accordance with all requirements. Costs are considered eligible for reimbursement when the TCEQ, in its sole discretion, determines that the costs are the reasonable, necessary, actual, and allowable costs of implementing the Grant Activities listed in the Scope of Work. Costs must be included in the Scope of Work to be eligible for reimbursement. Determinations of eligibility for reimbursement are solely within the discretion of the TCEQ.

11.2 For any Grant Activity where the Grant Equipment will be acquired and used under a lease or lease-purchase agreement, the period of the lease agreement must extend for at least 4 years from the date of reimbursement for each Grant Activity, or, if the lease terminates earlier, the lease must contain a binding commitment for the PERFORMING PARTY to pay any remaining costs and to take ownership of and title to the Grant Equipment. An option to buy at the end of the lease term, without a binding commitment on the part of the PERFORMING PARTY, shall not be sufficient to satisfy this provision.

Procurement

11.3 The PERFORMING PARTY agrees to follow all the requirements of the Texas Uniform Grant Management Standards (UGMS) just as if PERFORMING PARTY were a covered local government grantee (except that the applicable cost principles are those listed as corresponding to PERFORMING PARTY's classification in UGMS, Part III State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart C, .22 Allowable Costs, e.g., for-profit organization, private non-profit, etc.). The UGMS document is located on the internet at the following address:

http://comptroller.texas.gov/procurement/catrad/ugms.pdf

Reasonable Costs

11.4 Reasonableness of costs depends upon a variety of considerations and circumstances, including:

11.4.1 whether it is the type of cost generally recognized as ordinary and necessary for the conduct of the PERFORMING PARTY's business or the contract performance;
11.4.2 generally accepted sound business practices, arm's length bargaining, and federal and state laws and regulations;
11.4.3 the PERFORMING PARTY's responsibilities to the TCEQ, other customers, the owners of the business, employees, and the public at large; and
11.4.4 any significant deviations from the PERFORMING PARTY's established practices.

Necessary Costs

11.5 Necessary costs include costs which are directly attributable to the implementation of the Grant Activities and must be included in the Scope of Work.

11.6 Unless expressly authorized by the TCEQ, necessary costs do not include:

11.6.1. the cost of money; or
11.6.2. the interest charges on a purchase money loan or on a deferred payment purchase agreement; or
11.6.3. the cost of converting from a lease to a purchase at the end of the lease period.

Contract Number: 582-19-94327-0721
Costs in Scope of Work are Maximum Amounts, Not a Guarantee

11.17 Amounts of costs stated in the Scope of Work are maximum amounts of reimbursement. By stating the amounts, the TCEQ does not 1) guarantee payment of those amounts or 2) waive the requirements for reimbursement which must subsequently and continually be satisfied by the PERFORMING PARTY. The amount of costs for which reimbursement may be requested is the lesser of 1) the costs stated in the Scope of Work or 2) the actual eligible costs.

No Entitlement to Funds

11.18 The PERFORMING PARTY has a continuing obligation to satisfy the requirements for reimbursement. Neither a request for reimbursement nor TCEQ's payment of reimbursement nor any other action will establish an entitlement in the PERFORMING PARTY to payment from the TCEQ.

11.19 By paying a request for reimbursement, the TCEQ does not waive any requirements for the reimbursement of costs. The TCEQ may at any time before or after reimbursement, in its sole discretion, request additional evidence concerning costs. The TCEQ may audit the records of the PERFORMING PARTY and may also audit the PERFORMING PARTY's performance as to the Grant Activities, and the administrative requirements. The PERFORMING PARTY shall return grant funding reimbursed for expenses that are later determined to be unallowable under the terms of this Agreement.

Offsets for debts owed to the State

11.20 The TCEQ may offset against reimbursement payments, any amounts owed by the PERFORMING PARTY or its principals to the TCEQ or the State of Texas, whether owed under this program or otherwise.

Tax Credits and Other Incentives

11.21 Throughout the performance of the grant the PERFORMING PARTY shall notify the TCEQ of any financial incentive received by the PERFORMING PARTY which was not included in the Application, if that incentive will offset the cost of the proposed project. This includes tax credits or deductions, other grants, or any other public financial assistance. The combination of this grant and other financial incentives may not exceed the incremental cost to the applicant for the purchase of a grant-funded vehicle. The TCEQ, in reimbursing the PERFORMING PARTY, may reduce the amount of authorized incremental costs eligible for reimbursement, by the value of any additional financial incentive received by the PERFORMING PARTY without a Written Amendment or Minor Change to this Agreement.

Child Support

11.22 Under Section 231.006 of the Texas Family Code, a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive a state-funded grant or loan. By executing this Grant Agreement, the PERFORMING PARTY certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

ARTICLE 12. REQUEST FOR REIMBURSEMENT

12.1 Eligible expenses must have been incurred by the PERFORMING PARTY prior to the expiration of the Period of Funds Availability. In order to receive reimbursement for eligible expenses, the PERFORMING PARTY shall submit no more frequently than monthly, a completed TCEQ Request for Reimbursement form, to be made available to the PERFORMING PARTY by the TCEQ. The request and forms shall be mailed or delivered to:

Texas Commission on Environmental Quality
Air Quality Division, MC-204
Implementation Grants Section
P.O. Box 13087
Austin, TX 78711-3087

12.2 The Request for Reimbursement Form shall include all required supplemental forms and shall list, for each activity, the total expenses obligated under a financing agreement, the total activity expenses incurred to date, and the incremental costs incurred to date. The report shall also list and explain any additional financial incentive received by the PERFORMING PARTY that directly offsets the activity costs reported by the
12.10 The TCEQ may waive the requirement for submission of any supporting documents that are not applicable to the PERFORMING PARTY.

12.11 If the Request for Reimbursement does not satisfactorily demonstrate the accomplishment of the required tasks, or that costs are allowable, eligible, actual, and incurred, the TCEQ may reject the request, until such time as the deficiencies have been corrected. Satisfactory accomplishment of a task is within the judgment of the TCEQ; however, such judgment must be reasonable.

12.12 The TCEQ is not obligated to make payment until the Request for Reimbursement is approved by the TCEQ. For the purposes of the statutory 30-day deadline for reimbursements, the request for reimbursement will not be considered "received" until complete and approved by the TCEQ. Further, the TCEQ reserves the right to suspend or withhold all or part of a payment or all payments as authorized by the Contract Documents.

ARTICLE 13. RELEASE OF CLAIMS

The final Request for Reimbursement shall include a signed and executed Release of Claims, releasing all claims for payment of any funds due and payable by the TCEQ, upon the TCEQ’s payment of the final Request for Reimbursement.

ARTICLE 14. PERFORMING PARTY’S RESPONSIBILITIES TO THE TCEQ, GENERAL

14.1 All Grant Activities for which reimbursement is requested must be completed as set forth in the Scope of Work.

14.2 The Grant Equipment is listed in the Scope of Work. The PERFORMING PARTY may substitute a newer model year replacement vehicle and/or engine for the unit listed in the Scope of Work; provided that the substitute unit meets all eligibility and other requirements, is of the same weight category, has the same or better certified NOx emissions rate, and will result in the same or better NOx emissions reductions as the unit listed. This provision includes conformance with the NOx emissions of the engines as listed in the Application. The PERFORMING PARTY understands that, in some cases, engines of the same make, model, and model year may be certified to different NOx emissions standards, and that the TCEQ’s approval of the application does not constitute final verification that an engine meets the required certified NOx emissions rate.

14.3 The PERFORMING PARTY agrees to continuously own, lease, or otherwise commercially finance the Grant Equipment; continuously maintain registration of the Grant Equipment in Texas, and operate the Grant Equipment in Texas for the specified Activity Life, regardless of the financing arrangements used for the purchase of the Grant Equipment, and subject to the more specific provisions contained in the General Conditions, Article 15, of this Agreement.

Professional Quality

14.4 The PERFORMING PARTY shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all Grant Activities under this Agreement.

Supervision and Superintendence

14.5 The PERFORMING PARTY is responsible for the supervision, inspection, and direction of the Grant Activities in a competent and efficient manner, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Grant Activities in accordance with the Contract Documents. The PERFORMING PARTY shall be solely responsible for the means, methods, techniques, sequences, and procedures of the Grant Activities. The PERFORMING PARTY shall be responsible to see that the completed implementation of the Grant Activities complies accurately with the Contract Documents.

Materials & Equipment

14.6 Unless otherwise specified in the Contract Documents, the PERFORMING PARTY will assume full responsibility for all materials, equipment, labor, transportation, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the implementation and completion of the Grant Activities.

14.7 Unless otherwise expressly agreed by the TCEQ, all Grant Equipment will be of good quality and as provided in the Contract Documents. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned, and maintained in accordance with instructions of the applicable manufacturer and supplier, except as otherwise provided in the Contract Documents.
16.3.1. The decision by the TCEQ on whether to require return of grant funds may include consideration of whether the Grant Equipment will continue to be used in a manner consistent with the Scope of Work. If the TCEQ, in its sole discretion, allows the assignment of this Agreement, the PERFORMING PARTY and proposed assignee will be required to enter a TCEQ Consent to Assignment agreement that shall include the assignee’s obligation to accept this Agreement and to continue to use the Grant Equipment subject to the terms of this Agreement.

16.4 If the PERFORMING PARTY is required to return grant funds, the TCEQ, at its sole discretion, may allow for the return of a pro-rated share of the reimbursement funds reflecting a partial failure to perform the requirements of the Scope of Work. This determination shall depend on factors including, but not limited to, use of the Grant Equipment in a manner that maintained overall program eligibility, full completion of reimbursement and equipment disposition requirements, the PERFORMING PARTY’s good-faith efforts to perform the grant activities during the Activity Life, and the PERFORMING PARTY’s compliance with notification requirements of this Agreement (i.e., notification before sale of equipment).

16.5 The PERFORMING PARTY agrees to operate the Grant Equipment over the Activity Life no less than the percentage of Annual Usage in the eligible counties as specified in the Scope of Work.

ARTICLE 17. PERFORMING PARTY’S RESPONSIBILITIES TO THE TCEQ, PROJECT STATUS, LONG-TERM MONITORING AND REPORTING

17.1 If requested by the TCEQ, the PERFORMING PARTY shall provide information on the status and completion of grant activities. The PERFORMING PARTY shall provide such information on the form or in a format requested by the TCEQ, and within a reasonable time frame as may be requested by the TCEQ.

17.2 As a condition of receiving grant funds, the PERFORMING PARTY agrees to monitor the use of Grant Equipment for the Activity Life specified in the Scope of Work.

17.3 As a condition of receiving grant funds, the PERFORMING PARTY agrees to submit properly completed Monitoring Reports to the TCEQ, on forms provided by the TCEQ, for the Activity Life. The Monitoring Reports shall have attached properly completed individual reports on the use of Grant Equipment for each activity, for the life of that activity (Activity Life). The PERFORMING PARTY will submit the required reports on the date specified by the TCEQ in the reporting instructions. Reports will be required annually unless an alternative schedule is approved by the TCEQ. The TCEQ may, at its discretion, authorize the PERFORMING PARTY to submit Monitoring Reports on a less frequent schedule or to suspend the reporting requirements, based on an assessment of compliance with the usage and reporting requirements.

17.4 The PERFORMING PARTY agrees that failure to adequately monitor the annual usage of Grant Equipment, failure to submit properly completed Monitoring Reports during the Activity Life, and/or submitting Monitoring Reports with false, incorrect, or incomplete information constitutes a material breach of this Agreement and the PERFORMING PARTY agrees that the TCEQ will be entitled to a return of the reimbursement grant funds.

ARTICLE 18. PERFORMING PARTY’S RESPONSIBILITIES TO THE TCEQ, DISPOSITION OF REPLACED VEHICLES AND ENGINES

18.1 Unless an alternative disposition method is approved by the TCEQ, the PERFORMING PARTY agrees to dispose of the vehicles, equipment, and engines being replaced by complete destruction or otherwise rendering them permanently inoperable by complete crushing of the vehicle and engine or drilling a 3-inch or larger hole through the engine block on both sides (or otherwise destroying it) and cutting both frame rails in half (or perform other structural damage to the vehicle or equipment so that repairs are not possible). Alternative disposition methods must be approved in writing by the TCEQ and documented in the Special Conditions of this Agreement. If the PERFORMING PARTY is unable to dispose of the vehicle and engine in accordance with an approved alternative disposition method, the PERFORMING PARTY agrees to dispose of the vehicle and engine using the standard disposition methods. If the TCEQ approves disposition by remanufacturing, the engine must be sent to a remanufacturing facility operated or authorized by the original engine manufacturer. The remanufacture of the engine must include removing all parts and using the old block to build a remanufactured engine with a new serial number.

18.2 The vehicles, equipment, and/or engines being replaced shall be destroyed within 90 days of the reimbursement payment being issued by the TCEQ for the replacement expenses. The TCEQ may grant an extension to this deadline without a change to this Agreement.

18.3 The PERFORMING PARTY shall submit on forms to be made available by the TCEQ information to verify the final disposition of the vehicles and engines replaced under this Agreement. The PERFORMING PARTY
19.9 If the PERFORMING PARTY is required to install a tracking device under Article 19.8 above, the PERFORMING PARTY and the TCEQ shall execute a separate GPS Monitoring Agreement that will specifically define the terms of usage of the tracking device and associated monitoring services.

19.10 The PERFORMING PARTY agrees that failure to install a tracking device upon the TCEQ request will require the return of the reimbursement grant funds for the Grant Equipment.

**GPS Data**

19.11 The TCEQ recognizes that the PERFORMING PARTY may consider the information recorded and maintained by the tracking device to contain confidential trade secret information. Therefore, the TCEQ shall not release any of the information submitted to the TCEQ by the tracking device to any party outside the TCEQ, except as required under the Public Information Act or other applicable law. The TCEQ shall inform the PERFORMING PARTY of any Public Information Act request for the information and refer the request to the Office of the Attorney General for a ruling on whether the information contains protected trade secret information. The TCEQ is not responsible for making arguments regarding trade secret status to the Attorney General, but the PERFORMING PARTY may do so.

**ARTICLE 20. PERFORMING PARTY'S RESPONSIBILITIES, ADMINISTRATIVE REQUIREMENTS**

**Access to Records, Grant Equipment, and Vehicles, Equipment, and Engines Being Replaced**

20.1 State Auditor's Office. The PERFORMING PARTY understands that acceptance of funds under this Agreement acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit on investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. The PERFORMING PARTY further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. The PERFORMING PARTY will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the PERFORMING PARTY and the requirement to cooperate is included in any subcontract it awards under this Agreement. The PERFORMING PARTY will include in all subcontracts for work under this Agreement a requirement that subcontractors will provide access to all relevant financial records including bank statements.

20.2 The PERFORMING PARTY shall allow access to all Grant Equipment, by the TCEQ, the State of Texas, the State Auditor's Office, and any of their authorized representatives for the purpose of review, on-site inspection, and/or audit. In addition, the PERFORMING PARTY shall allow access to all vehicles, equipment, and engines being replaced under this Agreement.

**Maintenance of Records**

20.3 The PERFORMING PARTY shall maintain books, records, documents, and other evidence reasonably pertinent to performance of the Grant Activities and requirements of the Agreement, including the Agreement or amendments thereto. All financial records will be maintained in accordance with generally accepted accounting principles, the UGMS, and this Agreement. The PERFORMING PARTY shall also maintain the financial information and data used in the preparation or support of any request for reimbursement (direct and indirect), price or profit analysis for this Agreement, and a copy of any cost information or analysis submitted to the TCEQ. The PERFORMING PARTY shall allow access to all the material including bank statements and records by the TCEQ, the State of Texas, the State Auditor's Office, and any of their authorized representatives for the purpose of review, inspection, audit, excerpts, transcriptions, and/or copying during normal business hours. The PERFORMING PARTY shall provide appropriate facilities and equipment for such access and inspection.

20.4 The PERFORMING PARTY agrees to the disclosure of all information and reports resulting from access to records under this Agreement.

20.5 Records under this Article shall be maintained by the PERFORMING PARTY during performance of Grant Activities under this Agreement and for three (3) years after the termination of this Agreement. If any litigation, claim, negotiation, audit, cost recovery, or other action (including actions concerning costs of items to which an audit exception has been taken) involving such records has been started before the expiration of the three year period, such records must be retained until completion of the action or resolution of all issues which arise from it, or until the end of the regular three year period, whichever is later.
Data and Publicity

20.14 All data and other information developed under this Agreement shall be furnished, upon request, to the TCEQ and shall be public data and information except to the extent that it is exempted from public access by the Texas Public Information Act, Texas Government Code, Chapter 552. Upon termination of this Agreement, if requested by the TCEQ, all copies of data and information developed under this Agreement, including databases for which the costs of preparation are reimbursed under this Agreement, shall be furnished at no charge to the TCEQ, and shall become the property of the TCEQ.

20.15 The PERFORMING PARTY agrees to notify the TCEQ prior to releasing any information to the news media regarding the Grant Activities. The PERFORMING PARTY will acknowledge the financial support of the TCEQ whenever a Grant Activity reimbursed, in whole or part, is publicized or reported in news media or publications.

Safety and Protection

20.16 Where applicable, the PERFORMING PARTY shall be responsible for requiring employees, contractors, and subcontractors to maintain and supervise all necessary safety precautions and programs in connection with the Grant Activities. The PERFORMING PARTY shall take all necessary safety precautions.

20.17 In performing the Grant Activities hereunder, the PERFORMING PARTY undertakes performance for its own benefit and not as agent for the TCEQ.

Lobbying Activities

20.18 As set forth in these Contract Documents, and in accordance with the UGMS and State law, the PERFORMING PARTY shall not use funds provided under this Agreement to support lobbying or political activity either directly or indirectly.

Accessibility

20.19 Effective September 1, 2006, state agencies and institutions of higher education are required to procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapters 206 and 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation. These requirements apply to website content and other Electronic and Information Resources, as defined in 1 TAC Chapters 206 and 213.

Grantee shall provide all required reports in accessible format, adhering to all applicable requirements of 1 TAC Chapters 206 and 213.

ARTICLE 21. TCEQ'S RESPONSIBILITIES

21.1 The Executive Director of the TCEQ will identify a person authorized to give direction to the PERFORMING PARTY and act on behalf of the TCEQ.

21.2 The TCEQ will not supervise, direct, or have control or authority over, nor be responsible for, the PERFORMING PARTY's means, methods, techniques, sequences, or procedures relating to the implementation project or the Safety precautions and programs incident thereto, or for any failure of the PERFORMING PARTY to comply with Laws and Regulations applicable to the furnishing or performance of the work. The TCEQ will not be responsible for the PERFORMING PARTY's failure to perform or furnish the work in accordance with the Agreement.

21.3 The TCEQ shall provide reimbursement funds for Grant Activities specified in the Scope of Work and performed in accordance with the requirements of this Agreement.

ARTICLE 22. TERMINATION

22.1 Termination of this Agreement under any circumstances shall not constitute a waiver of any rights or remedies that the TCEQ may exercise under this Agreement or otherwise as provided by law.

22.2 This Agreement may be terminated in whole or in part by the TCEQ for cause, including a material failure to comply with the requirements of the Contract Documents. Unless advance notice of intent to terminate will place funds of the state at increased risk, the TCEQ will provide written notice (delivered by certified mail, return receipt requested) of intent to terminate. The PERFORMING PARTY shall have twenty (20) calendar days from the date such notice is sent to cure performance deficiencies.
breach. Determination of timely and accurate usage reporting is in the sole discretion of the TCEQ. The PERFORMING PARTY hereby promises to pay, and the TCEQ hereby agrees to accept, such sum as liquidated damages, and not as a penalty, in the event of such breach.

23.3 *Cumulative Remedies.* The TCEQ may avail itself of any remedy or sanction provided in this contract or in law to recover any losses arising from or caused by the PERFORMING PARTY’s substandard performance or any material non-conformity with the contract or the law. The remedies and sanctions available to either party in this contract shall not limit the remedies available to the parties under law.

**ARTICLE 24. INDEMNIFICATION**

To the extent permitted by law, the PERFORMING PARTY agrees to indemnify and hold harmless the State of Texas and the TCEQ, including its employees and officers, against and from any and all liability, loss, or damage arising out of actions of the PERFORMING PARTY, its subcontractors, agents, officers and directors, principals and employees in the performance of this Contract.

This paragraph is not intended and shall not be construed to require the PERFORMING PARTY to indemnify or hold harmless the State or the TCEQ for any claims or liabilities resulting from the negligent acts or omissions of the TCEQ or its employees.

**ARTICLE 25. AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS**

The Contract Documents may be amended to provide for additions, deletions, and revisions in the Scope of Work or to modify the terms and conditions of this Agreement in one or more of the following ways: a formal Written Amendment or a Minor Change.

**ARTICLE 26. STANDARDS FOR PERFORMING PARTY’S PERFORMANCE**

26.1 In accordance with Texas Government Code Chapter 2261, the TCEQ is required to monitor the PERFORMING PARTY’s performance under this Agreement. The PERFORMING PARTY agrees that the standards set forth below are appropriate standards for the PERFORMING PARTY’s performance during the Agreement.

26.1.1. Quality and Accuracy. Standard: The PERFORMING PARTY’s Grant Activities conform to the requirements of this Agreement.

26.1.2. Timeliness. Standard: The PERFORMING PARTY’s Grant Activities are completed on schedule.

26.1.3. Reports and Administrative and Financial Operations. Standard: The PERFORMING PARTY’s administrative and financial operations comply with all obligations in law and in this Agreement, including record-keeping, reimbursement requests, audits, allowable costs, payments to subcontractors, and restricted expenditures.

26.1.4. Communication. Standard: The PERFORMING PARTY’s accessibility, responsiveness, and cooperativeness with respect to any contract-related concerns communicated by the TCEQ; and including the PERFORMING PARTY’s demonstrated relationship with subcontractors.

26.1.5. Other. Standard: Other factors unique to the type of project, as determined by the TCEQ.

26.2 The TCEQ will monitor the PERFORMING PARTY’s performance and evaluate the level of compliance with the standards utilizing the performance measures set forth below.

26.2.1. Exceeds Expectations. The PERFORMING PARTY fully complied with all the standards on a consistent basis.

26.2.2. Satisfactory Performance. The PERFORMING PARTY’s performance complied with all of the standards, with only typical errors, delays, or other problems that needed to be corrected.

26.2.3. Marginal Performance. The PERFORMING PARTY’s performance was acceptable, although a significant number of deficiencies had to be corrected before the contract requirements could be considered met.

26.2.4. Unsatisfactory Performance. The PERFORMING PARTY’s performance was not acceptable, even after attempts to correct deficiencies.

**Contractor Evaluation**

26.3 The TCEQ will prepare a written evaluation of the performance of the PERFORMING PARTY upon completion of all reimbursements under this Agreement and upon the completion of the Project Life, or more frequently, as deemed necessary by the TCEQ. A copy of the evaluation will be provided to the PERFORMING PARTY and a copy retained in the TCEQ’s contract files. The content of the evaluation shall be wholly within the sole discretion of the TCEQ. The PERFORMING PARTY may provide a written statement which explains or
27.13 Subject to the provisions of Article 16, General Conditions, the TCEQ and the PERFORMING PARTY each binds itself, its successors, assigns and agents to the other party hereto, successors, assigns and representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

27.14 The parties hereby agree that this Agreement does not waive the State's sovereign immunity relating to suit, liability, and the payment of damages. No TCEQ personnel or agents are authorized to waive sovereign immunity by accepting, on behalf of the TCEQ, goods or services which are not required under the Contract Documents or any conforming amendment. The parties further agree that all claims, suits, or obligations arising under or related to this Agreement are subject to and limited to the availability of funds appropriated by the Texas Legislature for that respective claim, suit, or obligation.

27.15 The PERFORMING PARTY acknowledges and agrees that this Agreement has been executed, and will be administered in Travis County, Texas. The PERFORMING PARTY also acknowledges and agrees that any permissible cause of action involving this Agreement will arise solely in Travis County. If a legal action related to this claim is permissible and there are two (2) or more counties of proper venue under the rules of mandatory, general, or permissive venue, and one such county is Travis County, the PERFORMING PARTY hereby agrees to venue in Travis County. This provision does not waive the TCEQ's sovereign immunity.

27.16 Any provision of the Contract Documents held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the TCEQ and the PERFORMING PARTY, who agree that Contract Documents are reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

27.17 Bankruptcy. If the PERFORMING PARTY files for bankruptcy, the PERFORMING PARTY shall immediately notify the TCEQ in writing according to the Notice provisions AND send notification by certified mail directly to the TCEQ Bankruptcy Program. The PERFORMING PARTY shall place the TCEQ on distribution list for bankruptcy court documents. The PERFORMING PARTY's notice to the bankruptcy program must include the appropriate contract number(s).

— End of General Conditions —
AUTHORIZED REPRESENTATIVES/LOCATION OF RECORDS

TCEQ Project Representative

The individual named below is the TCEQ Project Representative, who is authorized to give and receive communications and directions on behalf of the TCEQ. All communications including all payment requests must be addressed to the TCEQ Project Representative or his or her designee.

Mailing Address:
Mr. Joe Walton
TNGVGP, MC-204
Texas Commission on Environmental Quality
Air Quality Division
P.O. Box 13087
Austin, TX 78711-3087

Physical Address:
Mr. Joe Walton
TNGVGP, MC-204
Texas Commission on Environmental Quality
Air Quality Division
12100 Park 35 Circle, Bldg. F
Austin, TX 78753

Telephone No.: (512) 239-4143
Facsimile No.: (512) 239-4410

PERFORMING PARTY's Authorized Official

The individual authorized to sign legal documents on behalf of the PERFORMING PARTY.

Mailing Address:
Mr. Julio Cuin
Dallas County
321 Northgate
Desoto, TX 75115

Physical Address:
Mr. Julio Cuin
Dallas County
321 Northgate
Desoto, TX 75115

Telephone No.: (214) 653-6529
Facsimile No.: 

PERFORMING PARTY's Project Representative

The individual named in the original application is the PERFORMING PARTY Project Representative, who is authorized to give and receive communications and directions on behalf of the PERFORMING PARTY. All communications to the PERFORMING PARTY will be addressed to the PERFORMING PARTY Project Representative or his or her designee.

Mailing Address:
Mr. Julio Cuin
Dallas County
321 Northgate
Desoto, TX 75115

Physical Address:
Mr. Julio Cuin
Dallas County
321 Northgate
Desoto, TX 75115

Telephone No.: (214) 653-6529
Facsimile No.: 

The PERFORMING PARTY agrees to make arrangements necessary to ensure that its authorized Project Representative, or someone to whom that person has delegated his or her authority, is available at all times for consultation with the TCEQ. Written notice of any such delegation will be provided to the TCEQ.

Designated Location for Records Access and Review

The PERFORMING PARTY designates the physical location identified in the original application for record access and review pursuant to any applicable provision of this contract.

— End of Authorized Representatives/Location of Records —
ARTICLE 1. SPECIAL CONDITIONS

The PERFORMING PARTY agrees to these Special Conditions.
(This Article is not applicable to this project. The Article number is retained for numbering continuity.)

— End of Special Conditions —
SCOPE OF WORK
for
Texas Natural Gas Vehicle Grant Program

The following Scope of Work contains information on the Grant Activities to be conducted and the expenses that will be reimbursed under this Agreement. The information and data provided in the original Application submitted by the PERFORMING PARTY may have been altered after submittal to the TCEQ, to ensure that the information in the Grant Agreement is accurate. The PERFORMING PARTY has reviewed the Scope of Work and, by signing this Agreement, ratifies, adopts, and agrees to all such alterations.

ARTICLE 1. ACTIVITY NUMBERS

1.1 The Activities included in Application Number 2018-00-0016-NV are assigned the following Activity Number(s):

<table>
<thead>
<tr>
<th>Activity Number</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>001</td>
<td>Replace 1 On-Road Pick-up Truck, ID: 1940</td>
</tr>
</tbody>
</table>

1.2 The PERFORMING PARTY shall use the assigned Activity Numbers when tracking and reporting to the TCEQ on each Activity.

ARTICLE 2. ACTIVITY LIFE

The duration of the Activity Life for Grant Activities performed under the Grant Agreement will be the earlier of 4 years or 400,000 miles of usage after the date of reimbursement, unless authorized by the TCEQ, either through amendment of this Scope of Work or by other authorization.
ARTICLE 3. AREAS OF USE

The PERFORMING PARTY agrees to operate the replacement vehicle/equipment in the eligible areas that have a percentage of Annual Usage entered below. The PERFORMING PARTY is not required to meet the specific percentages listed for the individual areas, provided that the cumulative percentage of Annual Usage reported within all eligible areas is greater than or equal to 75% for that activity, unless otherwise approved by the TCEQ. Operation of the replacement vehicle/equipment in the areas without a percentage of use listed (marked n/a) may not count towards Annual Usage unless authorized or otherwise accepted by the TCEQ.

<table>
<thead>
<tr>
<th>Activity Number</th>
<th>Austin Area</th>
<th>Beaumont Area</th>
<th>Corpus Christi Area</th>
<th>DFW Area</th>
<th>El Paso Area</th>
<th>Houston Area</th>
<th>San Antonio Area</th>
<th>Tyler Area</th>
<th>Victoria Area</th>
<th>Clean Transportation Zone</th>
</tr>
</thead>
<tbody>
<tr>
<td>001</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
<td>75%</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
</tr>
</tbody>
</table>

3.1 Annual Usage must be measured by miles of operation of the Grant Equipment over a consecutive twelve-month reporting period. If the Activity Life requirements are met by achieving 400,000 miles of total reported usage before the end of a twelve-month reporting period, the total percentage of Annual Usage for that activity for the last period will be prorated accordingly.

3.2 The eligible counties included in the areas identified in Article 3 of this Scope of Work are listed below:

3.2.1 Austin Area: Bastrop, Caldwell, Hays, Travis, and Williamson Counties
3.2.2 Beaumont-Port Arthur Area: Hardin, Jefferson, and Orange Counties
3.2.3 Corpus Christi Area: Nueces and San Patricio Counties
3.2.4 Dallas-Fort Worth Area: Collin, Dallas, Denton, Ellis, Henderson, Hood, Hunt, Johnson, Kaufman, Parker, Rockwall, Tarrant, and Wise Counties
3.2.5 El Paso Area: El Paso County
3.2.6 Houston-Galveston-Brazoria Area: Brazoria, Chambers, Fort Bend, Galveston, Harris, Liberty, Montgomery, and Waller Counties
3.2.7 San Antonio Area: Bexar, Comal, Guadalupe, and Wilson Counties
3.2.8 Tyler-Longview Area: Gregg, Harrison, Rusk, Smith, and Upshur Counties
3.2.9 Victoria Area: Victoria County
ARTICLE 4. GRANT EQUIPMENT

The PERFORMING PARTY as part of its responsibilities to the TCEQ as stated in the General Conditions shall acquire the listed Grant Equipment:

<table>
<thead>
<tr>
<th>Activity Number</th>
<th>Vehicle Description</th>
<th>Vehicle Make</th>
<th>Vehicle Model</th>
<th>Vehicle Year</th>
<th>GVWR</th>
<th>Fuel Type</th>
<th>Engine Make</th>
<th>Engine Model</th>
<th>Engine Year</th>
<th>Engine Family Code</th>
<th>NOx Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>001</td>
<td>Pick-up Truck</td>
<td>Ford</td>
<td>F-250</td>
<td>2018</td>
<td>10,200</td>
<td>CNG</td>
<td>Westport</td>
<td>6.2L</td>
<td>2018</td>
<td>JBAFD06.26BC</td>
<td>0.05</td>
</tr>
</tbody>
</table>

NOTE: The Gross Vehicle Weight Rating (GVWR) listed for a haul truck may represent the Gross Combined Weight Rating (GCWR) of a tractor-trailer combination, rather than just the GVWR of the vehicle by itself.

NOTE: The PERFORMING PARTY shall identify the Vehicle Identification Number (VIN) of the specific Grant Equipment acquired in the Request for Reimbursement Form.
ARTICLE 5. VEHICLES BEING REPLACED

The PERFORMING PARTY as part of its responsibilities to the TCEQ agrees to replace the following vehicles and dispose in accordance with Article 18 of the General Conditions:

NOTE: If an alternative disposition method has been approved, the requirements appear in the Special Conditions.

<table>
<thead>
<tr>
<th>Activity Number</th>
<th>Vehicle Category</th>
<th>Vehicle Description</th>
<th>Vehicle Make</th>
<th>Vehicle Model</th>
<th>Vehicle Year</th>
<th>VIN</th>
<th>Engine ID</th>
<th>Engine Make</th>
<th>Engine Model</th>
<th>Engine Year</th>
<th>NOx Rate</th>
</tr>
</thead>
</table>
ARTICLE 6. ACTIVITY GRANT AMOUNT

The maximum amount that may be reimbursed for each activity is listed below. This amount may be adjusted downward in accordance with the Grant Agreement and statutory limits on reimbursement. (See Request for Grant Applications, Appendix H, Maximum Grant Amount Tables.)

<table>
<thead>
<tr>
<th>Activity Number</th>
<th>Activity Grant Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>001</td>
<td>$9,485.00</td>
</tr>
</tbody>
</table>
Upon sale of this vehicle, the purchaser must apply for a new title within 20 working days unless the vehicle is purchased by a dealer. Until a new title is issued, the vehicle record will continue to reflect the owner's name listed on the current title. SEE BACK FOR ADDITIONAL INFORMATION.