

APPENDIX “E”

CITY OF CORONA

AND

**SOUTH COAST
AIR QUALITY MANAGEMENT DISTRICT**

**AB 2766/MSRC LOCAL GOVERNMENT MATCH
PROGRAM CONTRACT**

**ELECTRIC VEHICLE CHARGING STATION AND
BICYCLE INFRASTRUCTURE**

CONTRACT NO. ML-14019

AS AMENDED FEBRUARY 9, 2016

February 10, 2016

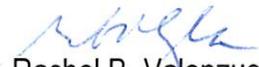
Mr. Jonathan Daly
City of Corona Public Works
755 Corporation Yard Way
Corona, CA 92880

Dear Mr. Daly:

Please find attached the executed original copy of amended Contract Number ML14019 (ML14019A) for your files. The amendment is to extend the contract term to end June 4, 2022.

If you have any questions, please don't hesitate to call me at (909) 396-3101.

Sincerely,



Rachel B. Valenzuela
Contracts Assistant
MSRC Contracts Administration
rachel@cleantransportationfunding.org

Attachment



MODIFICATION TO CONTRACT

This modification consists of 7 pages.

1. RECITALS

- A. South Coast Air Quality Management District (hereinafter "SCAQMD") and the City of Corona (hereinafter "CONTRACTOR") have previously executed a Contract No. ML14019 to install electric vehicle ("EV") charging and bicycle infrastructure.
- B. CONTRACTOR has only been able to secure two of the original four EV charging infrastructure sites. CONTRACTOR has requested to install a greater number of EV charging stations at the two sites. The CONTRACTOR would install three "fast" chargers and three "Level II" chargers at Dos Lagos, and three "Level II" chargers at Corona Pointe, providing the ability to charge a total of 15 vehicles. The FY 2012-14 Local Government Match Program imposes a longer operational requirement on fast chargers (five years rather than three years), which would require a two-year no-cost extension. The MSRC at their September 17, 2015 meeting approved CONTRACTOR's request, as well as the two-year term extension. Therefore, a modification to this Contract is necessary to extend the date by which performance must be completed and modify the work.

2. MODIFICATION - The parties therefore agree to modify the existing Contract, at no additional cost to SCAQMD, as follows:

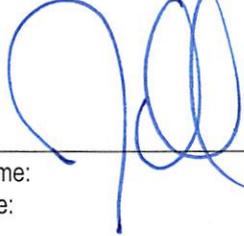
- A. The term of this Contract is extended for an additional period commencing June 5, 2020 and terminating June 4, 2022.
- B. Attachment 1A - Statement of Work, attached hereto and included herein by this reference, supersedes the original Statement of Work and any modifications thereof.
- C. Attachment 3A - Supporting Documentation, attached hereto and included herein by this reference, supersedes the original Supporting Documentation and any modifications thereof.
- D. All other provisions of the above-referenced Contract shall remain in full force and effect.

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SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

CITY OF CORONA

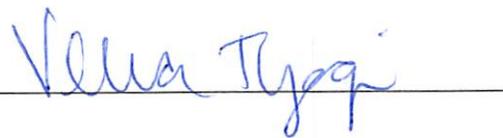
By: 
Barry R. Wallerstein, D. Env., Executive Officer

By: 
Name: _____
Title: 

Date: 2/9/2016

Date: 1/21/16

APPROVED AS TO FORM:
Kurt R. Wiese, General Counsel

By: 

//Modification
Revised May 21, 2015

**Attachment 1A
Statement of Work
City of Corona
Hereinafter Referred to as CONTRACTOR
Contract Number ML14019A**

Project Description

CONTRACTOR shall install electric vehicle (EV) charging infrastructure. CONTRACTOR shall also install infrastructure to support bicycle transportation.

Statement of Work

EV Charging

CONTRACTOR shall install 6 "Level II" type, publicly accessible EV charging stations, providing the ability to charge at least ~~10-12~~ vehicles at a time, at a minimum of ~~4-2~~ locations within the City of Corona. All Level II stations shall meet current Society of Automotive Engineers J1772 standards. **CONTRACTOR shall also install 3 "Level III/fast" EV charging stations at one or more locations, providing the ability to charge at least 3 vehicles at a time, for a total of 15 vehicles between the Level II and Level III stations.** Proposed locations are shown in Attachment 3.1 – Anticipated EV Station Locations. These locations are understood to be tentative; CONTRACTOR shall notify MSRC staff of any location changes. CONTRACTOR shall be reimbursed for charging station installations according to the costs stated in Attachment 2 – Payment Schedule.

Bicycle Infrastructure

CONTRACTOR shall install 43 loop-style, heavy-duty bike racks at a minimum of 35 publicly accessible locations within the City of Corona. CONTRACTOR shall notify MSRC staff of specific locations selected. Additionally, CONTRACTOR shall install 20 heavy-duty bicycle lockers anchored in groups of 2, to cement slabs at City Hall, the Police Station, the City's Corporation Yard, and the City's Community Center. CONTRACTOR shall be reimbursed for bicycle infrastructure installations according to the costs stated in Attachment 2 – Payment Schedule.

Recharging Station Operational Availability

CONTRACTOR is obligated to comply with the Operational Availability requirements set forth as follows:

CONTRACTOR commits to ensuring ~~Level II~~ charging stations remain operational and accessible to the public in the original location for a period of no less than ~~three-five (35)~~ years from the date the station begins operations in either its initial or expanded capacity. Should CONTRACTOR desire to deviate from this obligation, for reasons other than those stated in the EARLY TERMINATION clause of this Contract, CONTRACTOR shall reimburse SCAQMD for a prorated share of the funds provided for fueling/charging facilities as indicated in the table below:

**Attachment 1A
Statement of Work
City of Corona
Hereinafter Referred to as CONTRACTOR
Contract Number ML14019A**

3-year Operational Availability Obligation Termination Occurs	Percentage of MSRC Funds to be Reimbursed
Within Year 1	100%
Between Years 1-2	66%
Between Years 2-3	33%
After Year 3	0%

5 year Operational Availability Obligation Termination Occurs	Percentage of MSRC Funds to be Reimbursed
Within Year 1	100%
Between Years 1-2	80%
Between Years 2-3	60%
Between Years 3-4	40%
Between Years 4-5	20%
After Year 5	0%

- A. The appropriate reimbursable amount shall be paid to SCAQMD within sixty (60) days from the date the station ceases operation. CONTRACTOR shall not be responsible for any reimbursement to SCAQMD if the obligation is terminated as a result from one or more reasons set forth in the EARLY TERMINATION clause of this Contract.
- B. The obligations of this section shall survive the expiration of the Contract and continue in full force and effect until the applicable operational availability period set forth above has been satisfied.

Promotion

CONTRACTOR shall prepare and submit a proposed Public Outreach Plan to promote the MSRC's co-funding of the EV charging stations and bicycle infrastructure. Acceptable outreach may include, but is not limited to, notices in CONTRACTOR mailings to residents, newspaper notices, flyers, and information items at CONTRACTOR Board meetings and community events. The Public Outreach Plan shall automatically be deemed approved 30 days following receipt by SCAQMD staff, unless SCAQMD staff notify CONTRACTOR in writing of a Public Outreach Plan deficiency. CONTRACTOR shall implement the approved Public Outreach Plan in accordance with the Project Schedule below.

**Attachment 1A
Statement of Work
City of Corona
Hereinafter Referred to as CONTRACTOR
Contract Number ML14019A**

Project Schedule (based on date of Contract execution)

Task	Completion
Select bicycle rack and locker vendor(s) and notify MSRC staff of bicycle rack locations	Month 7
Select vendor for EV stations	Month 10 12
Submit Public Outreach Plan	Month 10 12
Complete installation of bicycle racks and lockers	Month 21
Complete EV station installations and enter into service	Month 27
Implement Public Outreach Plan	Month 29
Quarterly reports	Months 4, 7, 10, 13, 16, 19, 22 and 25
Final Report	Month 30

Hardware: EV charging stations; bicycle racks and lockers

Reports

Quarterly Reports: Until bicycle infrastructure is installed and EV charging stations commence operation, CONTRACTOR shall provide quarterly progress reports that summarize the project results to date including, but not limited to: tasks completed, issues or problems encountered, resolutions implemented, and progress to date. Progress reports that do not comply will be returned to the CONTRACTOR as inadequate.

Final Report: A Final Report shall be submitted by the CONTRACTOR in the format provided by SCAQMD staff. Report shall include, at a minimum: a) an executive summary; and b) a detailed discussion of the results and conclusions at this project. CONTRACTOR will identify any barriers encountered and solutions developed to overcome the barriers, and impact of project on future electric vehicle and bicycle transportation projects.

**Attachment 3A
Supporting Documentation
City of Corona
Hereinafter Referred to as CONTRACTOR
Contract Number ML14019A**

The supporting documents attached hereto as Attachment 3 represent obligations of the CONTRACTOR. Nothing herein shall be construed as an assumption of duties or obligations by the SCAQMD or granting any rights to third parties against the SCAQMD.

1. Anticipated EV Station Locations
2. Proof of Insurance

**Attachment 3A
Supporting Documentation
City of Corona
Hereinafter Referred to as CONTRACTOR
Contract Number ML14019A**

1. Anticipated EV Station Locations

Street	Business/Organization
Tuscany Street	The Crossings Shopping Center
Corona Pointe Ct.	Corona Pointe Center
Temescal Canyon Rd.	Dos Lagos
Lakeshore Drive	Dos Lagos Shopping Center



21865 Copley Drive
Diamond Bar
CA 91765
909.396.3269
fax 909.396.3682

December 16, 2014

Mr. Jonathan Daly
General Manager
City of Corona Public Works
755 Corporation Yard Way
Corona, CA 92880

Dear Mr. Daly:

Enclosed is a fully executed AB 2766 Discretionary Fund contract for your records. The contract number is **ML14019** for the Electric Vehicle Charging Station and Bicycle Infrastructure. Please include your contract number on **ALL** correspondence sent to the MSRC when referencing this project. Please address all correspondence to:

Rachel B. Valenzuela
South Coast Air Quality Management District / MSRC
21865 Copley Drive
Diamond Bar, CA 91765
(909) 396-3101
rachel@cleantransportationfunding.org

Included in this letter you will find copies of the MSRC's policies and procedures for progress reporting and contract modifications, samples of progress reports and invoices you will be submitting during the contract term, and a copy of the final report format. Please read this information carefully and keep it in your contract file for future reference.

Progress Reports

Please refer to the Schedule of Deliverables in your contract to determine your reporting frequency. Progress reports should contain all pertinent information related to contract performance during the specified period. Informative progress reports are critical as they are used to evaluate the overall performance under the contract. MSRC staff also uses them as a tool for determining if any MSRC action needs to be taken due to problems or delays. If for some reason you need to extend the term of your contract or change the scope of the project, it is very important that you record this in your progress reports and notify us immediately. **Do not change your project/contract without prior approval of the MSRC.**

Note: All vehicle purchase and fueling station contracts include the requirement to apply MSRC decals to MSRC-funded vehicles and/or fueling stations. It is your responsibility to order the appropriate number and type of decals when your vehicles arrive/stations enter service.

A spreadsheet is used by Contracts staff to track the timely submission of progress reports. This spreadsheet is submitted to the MSRC-TAC and the MSRC for their review on a monthly basis. Be aware that failure to provide the required documentation of progress will delay the payment of any invoices that are submitted on the contract and can result in termination of your contract. You will find the "Policy to Terminate Contracts Due to Lack of Progress/Response by Contractors" and a sample progress report in Attachment A. Please refer to the Contract for reporting guidelines.

Project Schedule and Contract Modifications

You must adhere to the project schedule in your contract. Even if your contract will not terminate for some time, if you will not be able to meet your final deliverable dates, you must request a modification.

Any requests for contract modifications must be submitted to the AB 2766 Contract Administration staff in writing. Requests must be submitted at least ten days prior to the monthly MSRC-TAC meeting (typically held on the first Thursday of each month). The procedure for presenting your request to the MSRC for approval and the processing of subsequent paperwork takes approximately six to eight weeks to complete.

Upon receipt, your request may be presented to a subcommittee for evaluation. The subcommittee will present its recommendation to the MSRC-TAC, and the TAC will make a recommendation to the MSRC. The MSRC will grant final approval or disapproval of the request. **Any contract changes made without prior approval of the MSRC will be at the contractor's own risk. If the MSRC does not approve the change, the contractor will not be reimbursed for any costs incurred as a result of the unapproved change.** The "Policy for Contract Modifications" is included as Attachment B.

Invoicing

Funds are dispersed on a reimbursement basis. Original invoices must be submitted on your company/agency letterhead. Supporting documentation of individual charges, including equipment, materials, supplies, subcontractors and other charges, is required for all expenditures. Contractor's failure to provide receipts shall be grounds for nonpayment of such charges.

If any billed expenses are for Contractor's direct labor, they must be detailed in terms of number of hours by task, hourly rate, and professional category. Co-funding expenditures are also tracked. You must document any co-funding expended for the billing period when invoicing for AB 2766 funds. You must also expend your co-funding in a manner that is proportionate with the reimbursement sought. If you cannot provide supporting documentation for co-funding you may send a statement certifying that the funds were spent as stated on the invoice and that proof of this expenditure can be produced if audited. This statement must be signed by someone who can authorize funding commitments.

For projects that involve the purchase of vehicles, a Letter of Certification should be included. It is also available in electronic format under the "Contractor Resources" section of the MSRC website at www.cleantransportationfunding.org/contractor_resources.

Promotion

Your contract has an outreach requirement to promote the MSRC's co-funding of this project to the media and/or community. Please refer to your contract to determine what outreach efforts are necessary.

Final Reports

Per the contract, a comprehensive final report shall be provided to the MSRC prior to the end of the contract term. The final report shall follow the MSRC's Final Report Format and is subject to review and approval by the MSRC. You are required to submit the final report electronically via the MSRC's website at www.cleantransportationfunding.org, in an Adobe Portable Document Format (PDF) document. Using the website's on-line submission feature, you will be able to submit your final report, including photographs required under the contract. The Final Report Format is enclosed with this letter and is also available on the Clean Transportation Funding website under Contractor Resources.

The on-line Project Summary is a required component of the Final Report. Information you enter into the Project Summary will be incorporated into the website's Library feature. Website visitors will be able to access your project and use the information to research, and potentially replicate, projects that have successfully reduced air pollution from motor vehicles. Please contact MSRC staff for guidance when submitting the Project Summary.

I hope this letter answers most of your questions. Please feel free to call me at (909) 396-3269 to discuss any problems or concerns you may have.

Sincerely,

Cynthia Ravenstein
MSRC Contracts Administrator

Enclosures: Executed Contract
Policy to Terminate Contracts
Progress Report Template
Policy on Contract Modification
MSRC Final Report Format
AQMD Standard Photo-Release Form
Outreach Materials



AB 2766/MSRC LOCAL GOVERNMENT MATCH PROGRAM CONTRACT

1. **PARTIES** - The parties to this Contract are the South Coast Air Quality Management District (hereinafter referred to as "SCAQMD") whose address is 21865 Copley Drive, Diamond Bar, California 91765-4178, and the City of Corona (hereinafter referred to as "CONTRACTOR") whose address is 400 South Vicentia Avenue, Corona, California 92882.
2. **RECITALS**
 - A. SCAQMD is the local agency with primary responsibility for regulating stationary source air pollution within the geographical boundaries of the South Coast Air Quality Management District in the State of California (State). SCAQMD is authorized under State Health & Safety Code Section 44225 (AB 2766) to levy a fee on motor vehicles for the purpose of reducing air pollution from such vehicles and to implement the California Clean Air Act.
 - B. Under AB 2766, SCAQMD's Governing Board has authorized the imposition of the statutorily set motor vehicle fee. By taking such action, the State's Department of Motor Vehicles (DMV) is required to collect such fee and remit it periodically to SCAQMD.
 - C. AB 2766 further mandates that thirty (30) percent of such vehicle registration fees be placed by SCAQMD into a separate account for the sole purpose of implementing and monitoring programs to reduce air pollution from motor vehicles.
 - D. AB 2766 creates a regional Mobile Source Air Pollution Reduction Review Committee (MSRC) to develop a work program to fund projects from the separate account. Pursuant to approval of the work program by SCAQMD's Governing Board, SCAQMD authorized this Contract with CONTRACTOR for equipment or services described in Attachment 1 - Statement of Work, expressly incorporated herein by this reference and made a part hereof of this Contract.
 - E. CONTRACTOR has met the requirements for receipt of AB 2766 Discretionary Funds as set forth in CONTRACTOR's Local Government Match Program Application/Proposal dated October 15, 2013.
 - F. CONTRACTOR is authorized to do business in the State of California and attests that it is in good tax standing with the California Franchise Tax Board.
 - G. All parties to this Contract have had the opportunity to have this Contract reviewed by their attorney.
3. **DMV FEES** - CONTRACTOR acknowledges that SCAQMD cannot guarantee that the amount of fees to be collected under AB 2766 will be sufficient to fund this Contract. CONTRACTOR further acknowledges that payment under this Contract is contingent upon SCAQMD receiving sufficient funds from the DMV, and that SCAQMD assumes no responsibility for the collection and remittance of motor vehicle registration fees.
4. **AUDIT AND RECORDS RETENTION**
 - A. CONTRACTOR shall, at least once every two years, or within two years of the termination of the Contract if the term is less than two years, be subject to an audit by SCAQMD or its authorized representative to determine if the revenues received by CONTRACTOR were spent for the reduction of pollution from motor vehicles pursuant to the Clean Air Act of 1988.
 - B. CONTRACTOR agrees to maintain records related to this Contract during the Contract term and continue to retain these records for a period of two years beyond the Contract term, except that in no case shall CONTRACTOR be required to retain more than the most recent five years' records. SCAQMD shall coordinate such audit through CONTRACTOR'S audit staff.

- C. If an amount is found to be inappropriately expended, SCAQMD may withhold funding, or seek reimbursement, from CONTRACTOR in the amount equal to the amount that was inappropriately expended. Such withholding shall not be construed as SCAQMD's sole remedy and shall not relieve CONTRACTOR of its obligation to perform under the terms of this Contract.
5. TERM - The term of this Contract is for sixty six (66) months from the date of execution by both parties, unless terminated earlier as provided for in the TERMINATION clause of this Contract, the EARLY TERMINATION clause, or the term is extended by amendment of this Contract in writing. No work shall commence prior to the Contract start date, except at CONTRACTOR's cost and risk, and no charges are authorized until this Contract is fully executed, subject to the provisions stated in the PRE-CONTRACT COSTS clause of this Contract.
6. SUCCESSORS-IN-INTEREST - This Contract, and the obligations arising under the Contract, shall be binding on and inure to the benefit of CONTRACTOR and their executors, administrators, successors, and assigns.
7. REPORTING - CONTRACTOR shall submit reports to SCAQMD as outlined in Attachment 1 - Statement of Work. SCAQMD reserves the right to review, comment, and request changes to any report produced as a result of this Contract.
8. TERMINATION
- A. In the event any party fails to comply with any term or condition of this Contract, or fails to provide services in the manner agreed upon by the parties, including, but not limited to, the requirements of Attachment 1 – Statement of Work, this failure shall constitute a breach of this Contract. The non-breaching party shall notify the breaching party that it must cure this breach or provide written notification of its intention to terminate this contract. Notification shall be provided in the manner set forth in the NOTICES clause of this Contract. The non-breaching party reserves all rights under law and equity to enforce this Contract and recover damages.
- B. SCAQMD reserves the right to terminate this Contract, in whole or in part, without cause, upon thirty (30) days' written notice. Once such notice has been given, CONTRACTOR shall, except as and to the extent or directed otherwise by SCAQMD, discontinue any Work being performed under this Contract and cancel any of CONTRACTOR's orders for materials, facilities, and supplies in connection with such Work, and shall use its best efforts to procure termination of existing subcontracts upon terms satisfactory to SCAQMD. Thereafter, CONTRACTOR shall perform only such services as may be necessary to preserve and protect any Work already in progress and to dispose of any property as requested by SCAQMD.
- C. CONTRACTOR shall be paid in accordance with this Contract for all Work performed before the effective date of termination under section B of the TERMINATION clause of this Contract. Before expiration of the thirty (30) days' written notice, CONTRACTOR shall promptly deliver to SCAQMD all copies of documents and other information and data prepared or developed by CONTRACTOR under this Contract with the exception of a record copy of such materials, which may be retained by CONTRACTOR.
9. EARLY TERMINATION BY CONTRACTOR - This Contract may be terminated early due to the following circumstances: The infrastructure identified in Attachment 1, Statement of Work, becomes inoperable, and is either not technically able to be repaired, or is too costly to repair, and such failure is not caused by CONTRACTOR's negligence, misuse, or malfeasance.

10. STOP WORK - SCAQMD may, at any time, by written notice to CONTRACTOR, require CONTRACTOR to stop all or any part of the Statement of Work tasks in this Contract. A stop work order may be issued for reasons including, but not limited to, the project exceeding the budget, out of scope work, delay in project schedule, or misrepresentations. Upon receipt of the stop work order, CONTRACTOR shall immediately take all necessary steps to comply with the order. CONTRACTOR shall resume the work only upon receipt of written instructions from SCAQMD cancelling the stop work order. CONTRACTOR agrees and understands that CONTRACTOR will not be paid for performing work while the stop work order is in effect, unless SCAQMD agrees to do so in its written cancellation of the stop work order.
11. INSURANCE
- A. CONTRACTOR shall furnish evidence to SCAQMD of workers' compensation insurance for each of its employees, in accordance with either California or other states' applicable statutory requirements prior to commencement of any work on this Contract.
 - B. CONTRACTOR shall furnish evidence to SCAQMD of general liability insurance with a limit of at least \$1,000,000 per occurrence, and \$2,000,000 in a general aggregate prior to commencement of any work on this Contract. SCAQMD shall be named as an additional insured on any such liability policy, and thirty (30) days written notice prior to cancellation of any such insurance shall be given by CONTRACTOR to SCAQMD.
 - C. CONTRACTOR shall furnish evidence to SCAQMD of automobile liability insurance with limits of at least \$100,000 per person and \$300,000 per accident for bodily injuries, and \$50,000 in property damage, or \$1,000,000 combined single limit for bodily injury or property damage, prior to commencement of any work on this Contract. SCAQMD shall be named as an additional insured on any such liability policy, and thirty (30) days written notice prior to cancellation of any such insurance shall be given by CONTRACTOR to SCAQMD.
 - D. If CONTRACTOR fails to maintain the required insurance coverage set forth above, SCAQMD reserves the right either to purchase such additional insurance and to deduct the cost thereof from any payments owed to CONTRACTOR or terminate this Contract for breach.
 - E. All insurance certificates shall be included as part of Attachment 3 – Supporting Documentation, expressly incorporated herein by this reference and made a part hereof of the Contract.
 - F. CONTRACTOR must provide updates on the insurance coverage throughout the term of the Contract to ensure that there is no break in coverage during the period of contract performance. Failure to provide evidence of current coverage shall be grounds for termination for breach of Contract.
12. INDEMNIFICATION - CONTRACTOR agrees to hold harmless, defend and indemnify SCAQMD, its officers, employees, agents, representatives, and successors-in-interest against any and all loss, damage, costs, lawsuits, claims, demands, causes of action judgments, attorney's fees, or any other expenses arising from or related to any third party claim against SCAQMD, its officers, employees, agents, representatives, or successors in interest that arise or result in whole or in part, from any actual or alleged act or omission of CONTRACTOR, its employees, subcontractors, agents or representatives in the performance of this Contract.
13. DISCLAIMER OF WARRANTY - The purchase or lease of funded vehicles/equipment is the CONTRACTOR's decision. The SCAQMD does not make any express or implied warranty of merchantability, fitness for a particular purpose or otherwise, quality or usefulness of the technology or product. Without limiting the foregoing, the SCAQMD will not be financially responsible, or otherwise liable, for the installation or performance of the vehicle/equipment.

14. PAYMENT

- A. SCAQMD shall reimburse CONTRACTOR up to a total amount of One Hundred Seventy Eight Thousand Two Hundred Sixty Three Dollars (\$178,263) in accordance with Attachment 2 – Payment Schedule expressly incorporated herein by this reference and made a part hereof of the Contract.
- B. A withhold amount or percentage (if any) shall be identified in the Payment Schedule, and such amount shall be withheld from each invoice. Upon satisfactory completion of project and final acceptance of work and the final report, CONTRACTOR's invoice for the withheld amount shall be released. Proof of project completion shall include a Final Report detailing the project goals and accomplishments, data collected during project performance, if any, documentation of significant results, and emissions reduction input data needed for calculation of emissions reductions.
- C. Any funds not expended upon early Contract termination or Contract completion shall revert to the AB 2766 Discretionary Fund. Payment of charges shall be made by SCAQMD to CONTRACTOR within thirty (30) days after approval by SCAQMD of an itemized invoice prepared and furnished by CONTRACTOR.
- D. An invoice submitted to SCAQMD for payment must be prepared in duplicate, on company letterhead, and list SCAQMD's contract number, period covered by invoice, and CONTRACTOR's social security number or Employer Identification Number and submitted to:

South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, CA 91765-4178
Attn: Cynthia Ravenstein, MSRC Contract Administrator

1. Charges for equipment, material, and supply costs, travel expenses, subcontractors, and other charges, as applicable, must be itemized by CONTRACTOR. Reimbursement for equipment, material, supplies, subcontractors, and other charges, as applicable, shall be made at actual cost. Supporting documentation must be provided for all individual charges (with the exception of direct labor charges provided by CONTRACTOR).
2. SCAQMD shall pay CONTRACTOR for travel-related expenses only if such travel is expressly set forth in Attachment 2 – Payment Schedule of this Contract or pre-authorized by SCAQMD in writing.
3. CONTRACTOR's failure to provide receipts shall be grounds for SCAQMD's non-reimbursement of such charges. CONTRACTOR may reduce payments on invoices by those charges for which receipts were not provided.
4. CONTRACTOR must submit final invoice no later than ninety (90) days after the termination date of this Contract or invoice may not be paid.

15. COMPLIANCE WITH APPLICABLE LAWS - CONTRACTOR agrees to comply with all federal, state, and local laws, ordinances, codes and regulations and orders of public authorities in the performance of this Contract. CONTRACTOR must also ensure that the vehicles and/or equipment to be purchased, leased or installed is in compliance with all applicable federal, state, and local air quality rules and regulations, and that it will maintain compliance for the full Contract term. CONTRACTOR shall ensure that the provisions of this clause are included in all subcontracts.

16. MOBILE SOURCE EMISSION REDUCTION CREDITS (MSERCs)

- A. The MSRC has adopted a policy that no MSERCs resulting from AB 2766 Discretionary Funds may be generated and/or sold.

- B. CONTRACTOR has the opportunity to generate MSERCs as a by-product of the project if a portion of the air quality benefits attributable to the project resulted from funding sources other than AB2766. These MSERCs, which are issued by SCAQMD, are based upon the quantified vehicle miles traveled (VMT) by project vehicles or other activity data as appropriate. Therefore, a portion of prospective MSERCs, generated as a result of AB 2766 Funds, must be retired. The portion of prospective credits funded by the AB 2766 program, and which are subject to retirement, shall be referred to as "AB 2766-MSERCs."
- C. The determination of AB 2766-MSERC's is to be prorated based upon the AB 2766 program's contribution to the cost associated with the air quality benefits. In the case where AB 2766 Discretionary Funds are used to pay for the full differential cost of a new alternative fuel vehicle or for the retrofitting or repowering of an existing vehicle, all MSERCs attributable to AB 2766 Discretionary Funds must be retired. The determination of AB 2766-MSERCs for infrastructure and other ancillary items is to be prorated based upon the AB 2766 program's contribution to the associated air quality benefits. Determination of the project's overall cost will be on a case-by-case basis at the time an MSERC application is submitted. SCAQMD staff, at the time an MSERC application is submitted, will calculate total MSERCs and retire the AB 2766-MSERCs. CONTRACTOR would then receive the balance of the MSERCs not associated with AB 2766 funding.

17. NOTICES - All notices that are required under this Contract shall be provided in the manner set forth herein, unless specified otherwise. Notice to a party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by email, U.S. Mail, express, certified, return receipt requested, or a nationally recognized overnight courier service. In the case of email communications, valid notice shall be deemed to have been delivered upon sending, provided the sender obtained an electronic confirmation of delivery. Email communications shall be deemed to have been received on the date of such transmission, provided such date was a business day (Tuesday-Friday) and delivered prior to 5:30pm Pacific Standard Time. Otherwise, receipt of email communications shall be deemed to have occurred on the following business day. In the case of U.S. Mail notice, notice shall be deemed to be received when delivered or five (5) business days after deposit in the U. S. Mail. In the case of a nationally recognized overnight courier service, notice shall be deemed received when delivered (written receipt of delivery).

SCAQMD:
South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, CA 91765-4178
Attn: Cynthia Ravenstein, MSRC Contract Administrator, email: cravenstein@aqmd.gov

CONTRACTOR:
City of Corona
755 Public Safety Way
Corona, CA 92880
Attn: Jonathan Daly, email: Jonathan.Daly@ci.corona.ca.us

18. INDEPENDENT CONTRACTOR - CONTRACTOR is an independent contractor. CONTRACTOR, its officers, employees, agents, representatives, or subcontractors shall in no sense be considered employees or agents of SCAQMD, nor shall CONTRACTOR, its officers, employees, agents, representatives, or subcontractors be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by SCAQMD to its employees. SCAQMD will not supervise, direct, or have control over, or be responsible

for, CONTRACTOR's or subcontractor's means, methods, techniques, work sequences or procedures, or for the safety precautions and programs incident thereto, or for any failure by them to comply with any local, state, or federal laws, or rules or regulations, including state minimum wage laws and OSHA requirements.

19. SUBCONTRACTOR APPROVAL - If CONTRACTOR intends to subcontract all or a portion of the work under this Contract, then CONTRACTOR must first obtain written approval from SCAQMD's Executive Officer or designee prior to subcontracting any work. Any material changes to the subcontract(s) that affect the scope of work, deliverable schedule, and/or payment/cost schedule shall also require the prior written approval of the SCAQMD Executive Officer or designee. No subcontract charges will be reimbursed unless the required approvals have been obtained from SCAQMD.
20. OWNERSHIP - Title and full ownership rights to any equipment purchased under this Contract shall at all times remain with CONTRACTOR.
21. SECURITY INTEREST - CONTRACTOR hereby grants SCAQMD a security interest in any and all equipment purchased, in whole or in part, with funding provided by SCAQMD pursuant to this Contract. CONTRACTOR acknowledges and agrees that SCAQMD shall have all lien rights as a secured creditor on any and all equipment purchased in whole or in part by the CONTRACTOR, under this Contract or any amendments thereto. The SCAQMD shall have lien rights in effect until the CONTRACTOR satisfies all terms under the Contract, including but not limited to, the use and reporting requirements. **Accordingly, CONTRACTOR further agrees that SCAQMD is authorized to file a UCC filing statement or similar security instrument to secure its interests in the equipment that is the subject of the Contract.** In the event CONTRACTOR files for bankruptcy protection, CONTRACTOR shall notify SCAQMD within 10 business days of such filing.
22. NON-DISCRIMINATION - In the performance of this Contract, CONTRACTOR shall not discriminate in recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, or physical handicap and shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900, *et seq.*), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), and all administrative rules and regulations issued pursuant to said Acts and Order. CONTRACTOR shall likewise require each subcontractor to comply with this clause and shall include in each such subcontract language similar to this clause.
23. CITIZENSHIP AND ALIEN STATUS
 - A. CONTRACTOR warrants that it fully complies with all laws regarding the employment of aliens and others, and that its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). CONTRACTOR shall obtain from all covered employees performing services hereunder all verification and other documentation of employees' eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. CONTRACTOR shall have a continuing obligation to verify and document the continuing employment authorization and authorized alien status of employees performing services under this Contract to insure continued compliance with all federal statutes and regulations. Notwithstanding the above, CONTRACTOR, in the performance of this Contract, shall not discriminate against any person in violation of 8 USC Section 1324b.
 - B. CONTRACTOR shall retain such documentation for all covered employees for the period described by law. CONTRACTOR shall indemnify, defend, and hold harmless SCAQMD, its officers and employees

from employer sanctions and other liability which may be assessed against CONTRACTOR or SCAQMD, or both in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

24. ASSIGNMENT AND TRANSFER OF EQUIPMENT

- A. The rights and responsibilities granted hereby may not be assigned, sold, licensed, or otherwise transferred by CONTRACTOR without the prior written consent of SCAQMD, and any attempt by CONTRACTOR to do so shall be void upon inception.
- B. CONTRACTOR agrees to obtain SCAQMD's written consent to any assignment, sale, license or transfer of Equipment, if any, prior to completing the transaction. CONTRACTOR shall inform the proposed assignee, buyer, licensee or transferee (collectively referred to here as "Buyer") of the terms of this Contract. CONTRACTOR is responsible for establishing contact between SCAQMD and the Buyer and shall assist SCAQMD in facilitating the transfer of this Contract's terms and conditions to the Buyer. **CONTRACTOR will not be relieved of the legal obligation to fulfill the terms and conditions of this Contract until and unless the Buyer has assumed responsibility of this Contract's terms and conditions through an executed contract with SCAQMD.**

25. NON-EFFECT OF WAIVER - The failure of CONTRACTOR or SCAQMD to insist upon the performance of any or all of the terms, covenants, or conditions of this Contract, or failure to exercise any rights or remedies hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, or conditions, or of the future exercise of such rights or remedies, unless otherwise provided for herein.

26. TAX IMPLICATIONS FROM RECEIPT OF MSRC FUNDS - CONTRACTOR is advised to consult a tax attorney regarding potential tax implications from receipt of MSRC funds.

27. ATTORNEYS' FEES - In the event any action is filed in connection with the enforcement or interpretation of this Contract, each party in said action shall pay its own attorneys' fees and costs.

28. FORCE MAJEURE - Neither SCAQMD nor CONTRACTOR shall be liable or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of SCAQMD or CONTRACTOR.

29. SEVERABILITY - In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect any other provisions of this Contract, and the Contract shall then be construed as if such unenforceable provisions are not a part hereof.

30. HEADINGS - Headings on the clauses of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.

31. DUPLICATE EXECUTION - This Contract is executed in duplicate. Each signed copy shall have the force and effect of an original.

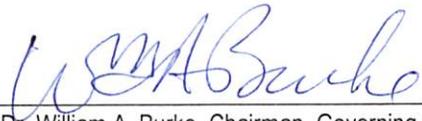
32. GOVERNING LAW - This Contract shall be construed and interpreted and the legal relations created thereby shall be determined in accordance with the laws of the State of California. Venue for resolution of any disputes under this Contract shall be Los Angeles County, California.
33. PRE-CONTRACT COSTS - Any costs incurred by CONTRACTOR prior to CONTRACTOR receipt of a fully executed Contract shall be incurred solely at the risk of the CONTRACTOR. In the event that a formal Contract is not executed, neither the MSRC nor the SCAQMD shall be liable for any amounts expended in anticipation of a formal Contract. If a formal Contract does result, pre-contract cost expenditures authorized by the Contract will be reimbursed in accordance with the Payment Schedule and payment provision of the Contract.
34. CHANGE TERMS - Changes to any part of this Contract must be requested in writing by CONTRACTOR and approved by MSRC in accordance with MSRC policies and procedures. CONTRACTOR must make requests a minimum of 90 days prior to desired effective date of change. All modifications to this Contract shall be in writing and signed by the authorized representatives of the parties. Fueling station location changes shall not be approved under any circumstances.
35. PREVAILING WAGES - CONTRACTOR is alerted to the prevailing wage requirements of California Labor Code section 1770 et seq. Notwithstanding the preceding sentence, CONTRACTOR shall be responsible for determining the applicability of the provisions of California Labor Code and complying with the same, including, without limitation, obtaining from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work, making the same available to any interested party upon request, paying any applicable prevailing rates, posting copies thereof at the job site and flowing all applicable prevailing wage rate requirements to its subcontractors. CONTRACTOR shall indemnify, defend and hold harmless the South Coast Air Quality Management District against any and all claims, demands, damages, defense costs or liabilities based on failure to adhere to the above referenced statutes.
36. ENTIRE CONTRACT - This Contract represents the entire agreement between CONTRACTOR and SCAQMD. There are no understandings, representations, or warranties of any kind except as expressly set forth herein. No waiver, alteration, or modification of any of the provisions herein shall be binding on any party unless in writing and signed by the authorized representative of the party against whom enforcement of such waiver, alteration, or modification is sought.
37. AUTHORITY - The signator hereto represents and warrants that he or she is authorized and empowered and has the legal capacity to execute this Contract and to legally bind CONTRACTOR both in an operational and financial capacity and that the requirements and obligations under this Contract are legally enforceable and binding on CONTRACTOR.

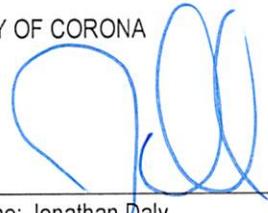
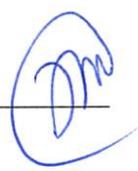
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IN WITNESS WHEREOF, the parties to this Contract have caused this Contract to be duly executed on their behalf by their authorized representatives.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

CITY OF CORONA

By: 
Dr. William A. Burke, Chairman, Governing Board

By:  
Name: Jonathan Daly
Title: General Manager

Date: 12/5/14

Date: 12/2/14

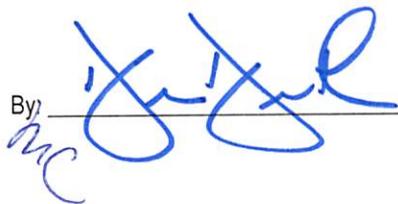
ATTEST:
Saundra McDaniel, Clerk of the Board

By: 

APPROVED AS TO FORM:
Kurt R. Wiese, General Counsel

APPROVED AS TO FORM:
Dean Derleth, City Attorney

By: 

By: 

//MSRC Master Boilerplate
February 7, 2014

**Attachment 1
Statement of Work
City of Corona
Hereinafter Referred to as CONTRACTOR
Contract Number ML14019**

Project Description

CONTRACTOR shall install electric vehicle (EV) charging infrastructure. CONTRACTOR shall also install infrastructure to support bicycle transportation.

Statement of Work

EV Charging

CONTRACTOR shall install "Level II" type, publicly accessible EV charging stations, providing the ability to charge at least 10 vehicles, at a minimum of 4 locations within the City of Corona. All stations shall meet current Society of Automotive Engineers J1772 standards. Proposed locations are shown in Attachment 3.1 – Anticipated EV Station Locations. These locations are understood to be tentative; CONTRACTOR shall notify MSRC staff of any location changes. CONTRACTOR shall be reimbursed for charging station installations according to the costs stated in Attachment 2 – Payment Schedule.

Bicycle Infrastructure

CONTRACTOR shall install 43 loop-style, heavy-duty bike racks at a minimum of 35 publicly accessible locations within the City of Corona. CONTRACTOR shall notify MSRC staff of specific locations selected. Additionally, CONTRACTOR shall install 20 heavy-duty bicycle lockers anchored in groups of 2, to cement slabs at City Hall, the Police Station, the City's Corporation Yard, and the City's Community Center. CONTRACTOR shall be reimbursed for bicycle infrastructure installations according to the costs stated in Attachment 2 – Payment Schedule.

Recharging Station Operational Availability

CONTRACTOR is obligated to comply with the Operational Availability requirements set forth as follows:

CONTRACTOR commits to ensuring Level II charging stations remain operational and accessible to the public in the original location for a period of no less than three (3) years from the date the station begins operations in either its initial or expanded capacity. Should CONTRACTOR desire to deviate from this obligation, for reasons other than those stated in the EARLY TERMINATION clause of this Contract, CONTRACTOR shall reimburse SCAQMD for a prorated share of the funds provided for fueling/charging facilities as indicated in the table below:

3 year Operational Availability Obligation Termination Occurs	Percentage of MSRC Funds to be Reimbursed
Within Year 1	100%
Between Years 1-2	66%
Between Years 2-3	33%
After Year 3	0%

**Attachment 1
Statement of Work
City of Corona
Hereinafter Referred to as CONTRACTOR
Contract Number ML14019**

- A. The appropriate reimbursable amount shall be paid to SCAQMD within sixty (60) days from the date the station ceases operation. CONTRACTOR shall not be responsible for any reimbursement to SCAQMD if the obligation is terminated as a result from one or more reasons set forth in the EARLY TERMINATION clause of this Contract.
- B. The obligations of this section shall survive the expiration of the Contract and continue in full force and effect until the applicable operational availability period set forth above has been satisfied.

Promotion

CONTRACTOR shall prepare and submit a proposed Public Outreach Plan to promote the MSRC’s co-funding of the EV charging stations and bicycle infrastructure. Acceptable outreach may include, but is not limited to, notices in CONTRACTOR mailings to residents, newspaper notices, flyers, and information items at CONTRACTOR Board meetings and community events. The Public Outreach Plan shall automatically be deemed approved 30 days following receipt by SCAQMD staff, unless SCAQMD staff notify CONTRACTOR in writing of a Public Outreach Plan deficiency. CONTRACTOR shall implement the approved Public Outreach Plan in accordance with the Project Schedule below.

Project Schedule (based on date of Contract execution)

Task	Completion
Select bicycle rack and locker vendor(s) and notify MSRC staff of bicycle rack locations	Month 7
Select vendor for EV stations	Month 10
Submit Public Outreach Plan	Month 10
Complete installation of bicycle racks and lockers	Month 21
Complete EV station installations and enter into service	Month 27
Implement Public Outreach Plan	Month 29
Quarterly reports	Months 4, 7, 10, 13, 16, 19, 22 and 25
Final Report	Month 30

Hardware: EV charging stations; bicycle racks and lockers

Reports

Quarterly Reports: Until bicycle infrastructure is installed and EV charging stations commence operation, CONTRACTOR shall provide quarterly progress reports that summarize

**Attachment 1
Statement of Work
City of Corona
Hereinafter Referred to as CONTRACTOR
Contract Number ML14019**

the project results to date including, but not limited to: tasks completed, issues or problems encountered, resolutions implemented, and progress to date. Progress reports that do not comply will be returned to the CONTRACTOR as inadequate.

Final Report: A Final Report shall be submitted by the CONTRACTOR in the format provided by SCAQMD staff. Report shall include, at a minimum: a) an executive summary; and b) a detailed discussion of the results and conclusions at this project. CONTRACTOR will identify any barriers encountered and solutions developed to overcome the barriers, and impact of project on future electric vehicle and bicycle transportation projects.

**Attachment 2
Payment Schedule
City of Corona
Hereinafter Referred to as CONTRACTOR
Contract Number ML14019**

Cost Breakdown

Purchase Category	Maximum AB2766 Discretionary Funds payable under this Contract	CONTRACTOR AB2766 Subvention Funds Applied	Other Funds Applied	Total Cost
EV charging stations	\$125,000	\$0	\$125,000	\$250,000
Bicycle infrastructure	\$53,263	\$0	\$53,263	\$106,526
Totals	\$178,263	\$0	\$178,263	<u>\$356,526</u>

No funds shall be paid out to CONTRACTOR pursuant to this Contract, until the project described in Attachments 1 and 2 is completed and proof of completion is provided to SCAQMD. If the project described in Attachments 1 and 2 is not completed and satisfactory proof of completion is not provided to SCAQMD, no monies shall be due and payable to CONTRACTOR. If project includes multiple purchase categories, reimbursement may be made for one category even if work in another category is not yet complete. Proof of completion shall include:

- For EV Charging Stations:
 - Representative photos of completed stations;
 - a report signed by a responsible official certifying that the stations have been completed as described in Attachment 1; and
 - receipts for equipment and/or invoice(s) from subcontractor(s) performing the installations, if any.
- For bicycle infrastructure:
 - Representative photos of installed racks and lockers;
 - a report signed by a responsible official certifying that the racks and lockers have been installed as described in Attachment 1; and
 - receipts for equipment and/or invoice(s) from subcontractor(s) performing the installations, if any.

If, at the completion of the Project, the expenditures are less than the Total Cost amount above, the actual amount of AB 2766 Discretionary Funds reimbursed to CONTRACTOR shall be adjusted on a prorated basis, so that the amount reimbursed to CONTRACTOR shall not exceed the actual amount of other funds applied.

Additional AB 2766 Discretionary Match Funds will not be available to fund project cost overruns. Any project cost overruns must be funded from other than AB 2766 Discretionary Funds.

**Attachment 3
Supporting Documentation
City of Corona
Hereinafter Referred to as CONTRACTOR
Contract Number ML14019**

The supporting documents attached hereto as Attachment 3 represent obligations of the CONTRACTOR. Nothing herein shall be construed as an assumption of duties or obligations by the SCAQMD or granting any rights to third parties against the SCAQMD.

1. Anticipated EV Station Locations
2. Proof of Insurance

**Attachment 3
Supporting Documentation
City of Corona
Hereinafter Referred to as CONTRACTOR
Contract Number ML14019**

1. Anticipated EV Station Locations

Street	Business/Organization
Tuscany Street	The Crossings Shopping Center
Corona Pointe Ct.	Corona Pointe Center
Temescal Canyon Rd.	Dos Lagos
Lakeshore Drive	Dos Lagos Shopping Center

**POLICIES
ON
CONTRACTS ADMINISTRATOR RESPONSIBILITIES
FOR SCOPE CHANGES**

The Contracts Administrator shall report monthly any contract changes to the MSRC-TAC and MSRC.

1. The Contracts Administrator shall ensure that all prime contractor subcontract agreements are executed and approved by SCAQMD Procurement Manager, or designee, prior to execution of MSRC contracts. If a subcontract is part of scope of work, the contractor may not proceed with related tasks until requisite subcontract is executed and approved by SCAQMD Procurement Manager or designee. This provision shall be included in all MSRC contracts and RFPs.
2. Changes in subcontractor(s) or other scope modifications which do not change the technical nature or emissions reductions, and which do not increase the approved contract cost or increase the funding for any vehicle or infrastructure within the contract, can be processed administratively by the Contract Administrator without MSRC consideration/approval.
3. Subcontractor changes or other modifications which affect the following parameters must be approved by the MSRC (and SCAQMD Board when required) or the project cannot proceed:
 - a. the technical nature of the project. Changes in the technical nature of a project can be characterized as i) changes in the technical scope; and ii) changes in the technology proposed to be used which would result in a conflict with the terms of the original solicitation document;
 - b. emissions reductions; or
 - c. reductions in the quantity of vehicles or items purchased, when the Work Program solicitation required purchase of a minimum number of vehicles, or when another element of the contract is tied to the purchase of a minimum number of vehicles.
4. The Contracts Administrator shall ensure that potential contractors provide fully signed memorandums of understanding (MOUs) or teaming agreements with all parties on the contractor side prior to contract execution. If for some reason, the MOU or teaming agreement is part of the scope of work contractor shall not proceed with related tasks until such time that teaming agreements are fully signed. This provision shall be added to all MSRC contracts and RFPs.
5. The Contracts Administrator shall ensure that contractor's co-funding to fund the total cost of the project is in place prior to release of MSRC's contribution to the project. In the event contractor cannot provide satisfactory written evidence of co-funding the MSRC reserves the right to terminate or renegotiate the contract. This provision shall be added to all MSRC contracts and RFPs.

6. An option clause shall be included in all contracts that will allow the Contracts Administrator the ability to extend a contract up to an additional one year at no cost to MSRC and or the contractor. All subsequent extensions shall be brought to the MSRC for its consideration. This provision shall be added to all MSRC contracts and RFPs.

7. Cost reallocations between tasks and/or cost elements (cost categories) that do not exceed a total cumulative amount of 15% of the contract value or a maximum of \$20,000 (including the \$5,000 allowed to contractor), and which are necessary to achieve performance of the contract scope of work will be processed administratively by the Contracts Administrator. The Contracts Administrator will ensure that the cost reallocations do not conflict with the conditions under which the project was awarded and ensure that the revised labor mix and hours expended allow for proper performance of the contract. Cost reallocations over 15% of the contract value or \$20,000, or which increase or decrease the scope of work, require MSRC-TAC review and MSRC approval.

8. Any change, which results in cost escalation beyond the approved budget, must go before the MSRC for consideration/approval.

9. Reductions in co-funding and/or change or co-sponsors will require MSRC (and SCAQMD Board when required) approval unless the project would still have been included within the applicable Work Program if the reduced co-funding amount had been listed and if the full project scope can be completed with the reduced co-funding in which case only MSRC approval is required.

10. Any costs incurred by Work Program awardees prior to SCAQMD receipt of a fully executed contract shall be incurred solely at the risk of the awardee. In the event that a formal contract is not executed, neither the MSRC nor the SCAQMD shall be liable for any amounts expended in anticipation of a formal contract.

11. If any awardee expends funds at his or her sole risk prior to receipt of a fully executed contract and a formal contract does result, the pre-contract expenditures authorized by the contract will be reimbursed in accordance with the cost schedule and payment provisions of the resultant contract.

12. Information on time extensions, subcontract changes, and/or costs reallocations, which are processed administratively, will be provided to the MSRC-TAC and MSRC for their information in each monthly Contract Administrator Report.

Policy to Terminate Contracts Due to Lack of Progress or Response by Contractors

The intent of this policy is to discourage Contractors from failing to provide documentation of progress made on AB 2766 Discretionary Fund projects. It is the intent of the MSRC to ensure that work is completed pursuant to the work statement set forth in the respective contracts. In the event that progress is not made without adequate justification by the Contractor and subsequent approval by the MSRC, the MSRC may recommend that the contract be terminated and funds be reallocated to other projects.

MSRC contracts require all contractors to submit progress reports within 15 days of the end of the reporting period (quarterly or monthly based upon the type of project). Under this policy, failure to submit progress reports within the allotted time may be considered a material breach and subject to termination. If the Contractor fails to submit progress reports as required by the contract, the following shall occur:

If after seven (7) days past the progress report due date, the Contractor fails to submit progress reports as required by the contract, Contract Staff will notify the Contractor in writing of the delinquency and request that the progress report be submitted within seven (7) days of the written notice.

For Monthly Reports: If the CONTRACTOR fails to submit a progress report for the second consecutive month, the Contracts Administrator shall send a second written notice indicating that two previous progress reports are due and that they must be submitted within 15 days. If the CONTRACTOR fails to provide a report for a third consecutive month, the SCAQMD's Contracts Manager shall provide written notice to the CONTRACTOR to cure the delinquency within 15 days of the notice or be subject to termination within 30 days.

For Quarterly Reports: If the CONTRACTOR fails to submit a progress report, the Contracts Administrator shall send a written notice indicating that the progress report is due and that it must be submitted within 15 days. If the CONTRACTOR does not respond within the allotted time, the AQMD's Contracts Manager shall provide written notice to the CONTRACTOR to cure the delinquency within 15 days of the notice or be subject to termination within 30 days.

Also, if the CONTRACTOR has a history of non-consecutive (three or more occasions) delinquent progress reports, this may be considered a material breach of the contract and be grounds for immediate termination of the contract. For example, if progress reports are submitted in such an inconsistent and sporadic fashion as to indicate a lack of compliance with this contract provision (e.g., progress report submitted one month, skipping several months thereafter).

In addition, if a contract is terminated as a result of this policy, the direct contractor involved will not be eligible to apply for AB 2766 Discretionary Funds for two program years.

Adopted 3/23/94
Amended 11/18/99

Quarterly (or monthly) Progress Report

For Reporting Period of _____
Contract No. AB 2766/XXXXXX
(Contractor's Name)

Contract Period – March 15, 2001 through June 30, 2005

Task 1 Vehicle Procurement/Design and Engineering

A bus bid specification was prepared detailing vehicle design and performance parameters, as well as technical quality assurance, and warranty requirements.

Percent Completed this Reporting Period:	0%
Percent Complete	100%

Task 2 Bid Process

An Invitation for Bid (IFB) package was issued to perspective bus manufacturers of alternative fuel buses. (Contractor) reviewed and evaluated all Requests for Approval Equals submitted by each bus manufacturer. Bid opening was May 30, 2001.

Percent Completed this Reporting Period:	0%
Percent Complete	100%

Task 3 Pre-Production Meetings

Pre-Production Meetings began in June of 2001, and were completed in August of 2001. Construction of the prototype bus has begun.

Percent Completed this Reporting Period:	0%
Percent Complete	100%

Task 4 Prototype Bus Production

Contractor has in place an inspection team consisting of one Warranty and Equipment Mechanic and one Supervisor as required by the production process. The pre-production prototype bus was completed in October 2001.

Percent Completed this Reporting Period:	0%
Percent Complete	100%

Task 5 Bus Production

Contractor has in place an onsite manufacturing inspection team which monitors production quality and conformance to bus specifications. Once the production buses are completed and presented for acceptance, the inspection team will approve documents to allow for purchase and payment of buses.

Percent Completed this Reporting Period:	25%
Percent Complete	25%

Task 6 Service Preparation

Contractor has established a bus acceptance team to prepare new buses for service. Each new bus is safety checked, cleaned, and function tested prior to being placed into revenue service.

Percent Completed this Reporting Period:	13%
Percent Complete	13%

Task 7 Vehicle Performance Evaluation

New buses are assigned to designated service operating divisions for introduction into Contractors fleet. Performance of vehicles is monitored and warranty provisions of the contract are administered. This process is on-going throughout the life of the bus and has no completion date. The following percentages indicate buses presently in revenue service. While a number of new buses have been placed in service, any performance evaluation at this point would be

premature. The buses, however, have not exhibited any evidence of major problems or concerns.

Percent Completed this Reporting Period:	2%
Percent Complete	2%

Issues During Current Reporting Period:

1. Engine performance issues related to stalling have been addressed by the manufacturer. The result has been a new engine electronic control module (ECM) software release. In addition, testing is underway on a prototype fuel pressure regulator.
2. Congestion at the fueling site was resolved by the addition and subsequent agreement for use of a new fueling site adjacent to the central terminal.

Work Planned for Next Reporting Period:

1. Operational Evaluation of the in-service fleet will begin.
2. Contractor will continue to work with bus manufacturer and the engine manufacturer to resolve any performance, reliability, or preventive maintenance issues that may arise.
3. Contractor will also continue to work with the bus manufacturer to resolve various issues related to the in-service fleet.
4. Engineering staff will continue with the full-time inspection and acceptance process at the production facility.

For additional information or questions, please contact:

Letter of Certification

This letter certifies that **(PLEASE TYPE IN YOUR ORGANIZATION)** has received the vehicles that have been partially funded through the above-mentioned AB2766 Discretionary Fund Contract and those vehicles have been tested and placed into regular service.

Signature

Date

Please submit with all invoices for vehicle reimbursement

PROJECT SUMMARY (FINAL REPORT) FORMAT For Selected AB 2766 Discretionary Fund Contracts

For contracts from Fiscal Year (FY) 2004-05 and earlier Work Programs, the Final Report must be submitted in both paper copy and electronic Microsoft Word formats. For contracts from FY 2005-06 and later Work Programs, the Final Report only needs to be submitted electronically. The first two numeric characters of the contract number indicate the FY Work Program (e.g. contract #ML04999 would be from FY 2003-04).

The paper copy, if required, must be bound in a three (3) ring binder. Each page of the report must be legible and suitable for photo production. All pages should be of standard size (8 ½ x 11). Photo reduction is not acceptable for tables or figures; these should be presented on consecutive 8 ½ x 11 pages with each page containing one portion of the larger chart. Color presentations are acceptable; printing should be in black. Do not include corporate identification on any page of the Final Report, except on the title page.

The Project Summary Report should include the following:

Title Page – Include contract number, project title, contractor organization, and date, and include the statement: *“Prepared for the Mobile Source Air Pollution Review Committee (MSRC) under the AB 2766 Discretionary Fund Work Program.”*

Acknowledgements – Only this section shall contain acknowledgements of key personnel and organizations who were associated with the project. The last paragraph shall be as follows: *“This report was submitted in fulfillment of _____ (contract number) and (project title) by (contractor organization) under the (partial) sponsorship of the Mobile Source Air Pollution Reduction Review Committee (MSRC). Work was completed as of (date)”*.

Disclaimer – The following statement is to appear near the front of the report:

“The statement and conclusions in this report are those of the contractor and not necessarily those of the Mobile Source Air Pollution Reduction Review Committee (MSRC) or the South Coast Air Quality Management District (SCAQMD). The mention of commercial products, their sources or their uses in connection with material reported herein is not to be construed as either an actual or implied endorsement of such products.”

Summary and Conclusions

1. Scope, purpose and background of the project.
2. Detailed description and analysis of the work performed during the course of the project that led to the conclusions. Where appropriate, include a discussion of cost projections and economic analyses. A discussion must be included describing the emissions benefits derived from this contract. This must include quantitative benefits not simply a qualitative statement that benefits were achieved.
3. Use clear, concise statements to state recommended future actions and further study that may be required.
4. To document completed project, a picture or pictures of vehicles and/or infrastructure showing MSRC logo/decal must be included in the report. This section shall also include copies of any media/outreach materials and/or news clippings generated by the project.

Revised 7/2004



STANDARD PHOTO RELEASE FORM

I hereby authorize the MSRC and AQMD to photograph, copy, publish, broadcast or otherwise distribute photographs or likenesses of my place of business, vehicles, advertisements, promotional materials or other work whether or not these materials are copyrighted, for use in the public service MSRC brochure, placement on the MSRC website for informational purposes, and/or use in other MSRC outreach media.

I hold the copyright or I am the owner of the rights to the materials specified herein and am authorized to grant the rights to such publication, reprint, broadcast or other distribution of the materials specified herein.

If copyrighted, I grant this license and authorization for no fee and will not require any copyright attribution for the described use for a public service and informational purpose.

I do not intend to waive any other rights to the reprint or representation or distribution of these materials and reserve said rights.

If I require copyright attribution, I will provide notice of such copyright to AQMD/MSRC at the time this authorization is executed.

I am empowered by and on behalf of the entity herein to consent and authorize the above-specified.

Authorized Signature

Organization

Title

Date

[PROJECT PARTNER LETTERHEAD]

[DATE]

Cynthia Ravenstein
Contracts Administrator
MSRC
21865 Copley Drive
Diamond Bar, CA 91765

**Re: MSRC Contract No. [#]
Public Outreach Plan**

Dear Ms. Ravenstein:

[PROJECT PARTNER] is pleased to submit our proposed Public Outreach Plan to satisfy the project requirements for the above-referenced contract.

Project Status

[PROVIDE A BRIEF SUMMARY ABOUT THE STATUS OF THE PROJECT]

Public Outreach Plan Components

After reviewing the attached Categories of Ideas for Public Outreach for Local Governments and evaluating possible outreach activities, [PROJECT PARTNER] will implement the following public outreach activities:

[List activities that will be undertaken, with explanation of planned implementation, including timing and potential MSRC involvement.]

[PROJECT PARTNER] will document our outreach activities and provide documentation in the form of photographs, hard-copies of flyers/public notices/news releases, etc., and other supporting information with our final project report.

[PROJECT PARTNER SIGNATURE and CONTACT INFORMATION]

Categories of Ideas for Public Outreach for Local Governments

This is a menu of **sample activities** that you can consider to reach out to the community to make them aware of your agency's clean air project. Other activities that involve promoting your project to the public also will satisfy the public outreach component of your contract, so try to be creative with your outreach plans.

Materials

Develop written/electronic materials that describe the project and how it will benefit your local government and your community. Examples of materials can include:

- Mailing notices to residents
- Submitting a notice or a news release to your local news media
- Distributing notices/flyers at Council/Supervisor meetings and/or community events
- Creating a brochure or flyer to distribute in conjunction with project
- Publishing an article in an agency or city/county newsletter
- Posting information about the project on your city/county's website
- Incorporate a short video or PowerPoint presentation into employee training materials

Events

Showcase your project at city/county or community events. If your project included the purchase of an alternative-fuel vehicle, display the vehicle at the event. If your project involved new infrastructure or something that cannot be easily transported to an event, take photos of the project and display them at the event. Have a spokesperson on-hand to talk about your project and to answer questions. Examples of events can include:

- Holding a ground-breaking ceremony/kick-off event
- Holding a grand-opening/ribbon cutting event once your project is completed
- Holding a press conference
- Participating in community Earth Day events

Partnership Opportunities

Partner with local environmental groups or community organizations to showcase your project. Look for local organizations and community members that might have a particular interest in your project because of the work that they do and use this opportunity to build relationships with them to further your community's interest in "going green" and improving air quality.

- Use clean air vehicles to support community events such as Clean Air Walks or 5K Runs
- Offer to showcase vehicle at local schools or talk to students about clean air technologies

Presentations

Look for opportunities to promote your project and to talk about how it will benefit your community. Designate a spokesperson to attend community events to discuss your project

and to have photographs and other materials on-hand to showcase the project. Examples of presentations could include:

- Presentation to your city council/board of supervisors
- Presentation at local community meetings (e.g., Rotary, Chamber of Commerce)
- A piece about your project featured on your local government public affairs news channel
- A video or podcast posted on your city/county's website