



**Announcing the MSRC's Clean Transportation Funding**

**Local Government Match Program  
FY '05/'06 Phase II**

**A Funding Opportunity for Cities & Counties in the South  
Coast Air Quality Management District**

**Program Announcement & Application**

**PA2006-10**

**June 2, 2006**



DATE: June 2, 2006  
TO: Local Government Official  
FROM: Gwenn Norton-Perry, Chair, MSRC  
SUBJECT: MSRC Local Government Match Program Announcement

The Mobile Source Air Pollution Reduction Review Committee (MSRC) is pleased to announce a second phase of **Clean Transportation Funding**<sup>™</sup> available exclusively to cities and counties within the South Coast Air Quality Management District (AQMD). The Local Government Match Program offers to co-fund Alternative Fuel Infrastructure and Heavy-Duty Vehicle projects implemented by cities and counties that utilize their Motor Vehicle Registration Fee Subvention Funds, commonly referred to as AB 2766 Subvention Funds. The MSRC, using its Discretionary Funds, will contribute a “dollar for dollar” funding match towards a qualifying project.

Over \$5.4 million was awarded to local governments in February 2006 under the first phase of the FY 2005-'06 Match Program. Due to this overwhelming response, the MSRC is offering a follow-on Match Program to help “bridge the gap” between now and the next fiscal year. All cities and counties within the jurisdiction of the AQMD who receive AB 2766 Subvention Funds are eligible to participate in this Phase II Program.

Two project categories remain eligible to receive MSRC matching funds under the FY 2005-'06 Phase II Program. These include:

- New, Expanded, or Upgraded Alternative-Fuel Infrastructure
- Purchase of Heavy-Duty Alternative Fuel Vehicles

As in past years, local governments can also earn an MSRC match contribution on locally generated public funds in addition to AB 2766 Subvention Funds. This would apply to cities or counties who have fully obligated or appropriated their Subvention Fund balances, but still have unmet requirements for qualifying projects. The requirements and conditions relative to this Program feature are discussed in detail in subsequent Sections of this Program Announcement.

MSRC staff is available to assist applicants during the preparation of their Local Government Match Program applications. Please refer to Section I of the Program Announcement for a listing of MSRC Staff points of contact.

Should you have any immediate questions regarding this Program Announcement, please contact Ms. Cynthia Ravenstein, MSRC Contracts Administrator, at (909) 396-3269. The Announcement and Application documents can also be accessed via the Internet by visiting MSRC's **Clean Transportation Funding**<sup>™</sup> website at [www.cleantransportationfunding.org](http://www.cleantransportationfunding.org).

On behalf of the MSRC Clean Transportation Funding Program, we look forward to working with you to develop air quality improvement projects for your community.

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## SECTION I: PROGRAM INTRODUCTION

The Mobile Source Air Pollution Reduction Review Committee (MSRC) is pleased to announce a **Clean Transportation Funding™** opportunity available exclusively to cities and counties within the South Coast Air District. The Local Government Match Program (Match Program) offers to co-fund clean air projects implemented by cities and counties utilizing their AB 2766 Subvention Funds. The MSRC, using its Discretionary Funds, will contribute a “dollar for dollar” funding match towards a qualifying project. The MSRC has allocated \$1.0 million in **Clean Transportation Funding™** for the Match Program.

The primary goal of the Match Program is to assist local governments in meeting their obligations under the South Coast AQMD Fleet Rules. The Program encourages development of new, publicly accessible alternative-fuel refueling infrastructure, and offers funding assistance to local jurisdictions when purchasing low-emission, clean fuel heavy-duty vehicles.

All cities and counties within the jurisdiction of the South Coast AQMD who receive AB 2766 Subvention Funds are eligible to participate in this Match Program. Applications will be accepted beginning on July 6, 2006. A three-month application period has been established, ending October 6, 2006. At this time, the MSRC does not envision any extensions to the term of the Match Program application acceptance period.

The Match Program is not a competition in the traditional sense. Funding will be distributed on a first-come, first-served basis to applicants that satisfy specified project requirements. However, as funding is limited, the availability of match funds cannot be guaranteed.

MSRC contributions under the Match Program are as follows:

- A “dollar for dollar” match against AB 2766 Subvention Funds and/or other local public funds applied towards qualifying alternative-fuel refueling infrastructure;
- A dollar for dollar match against AB 2766 Subvention Funds and/or other local public funds for qualifying heavy-duty vehicles; that is, one MSRC dollar for each Subvention Fund and/or local fund dollar applied towards the qualifying vehicle purchase.

A thorough discussion of the Local Government Match Program categories, participation requirements, and project guidelines are included in Section I.B., “Participation Guidelines, Requirements, & Conditions”, below.

### I.A. PROGRAM SCHEDULE

The MSRC Local Government Match Program will be conducted in accordance with the timeline illustrated in Table I.A-1, below. As shown, project applications will be accepted beginning on July 6, 2006. Applications will be accepted for a three-month period, closing on October 6, 2006. Applications may be submitted at any time during this period. **Funds will be awarded on a first-come, first-served basis for eligible projects that conform to Match Program requirements during the application acceptance period or until such time as all available program funds have been expended.**

Table I.A-1 Key Program Dates

Subvention Fund Match Program Event	Date
Program Announcement & Application Release	June 2, 2006
Application Preparation Period	June 2, 2006 – October 6, 2006
Earliest Date for Application Submission	<b>July 6, 2006</b>
Last Date that Applications Will Be Accepted	<b>October 6, 2006</b>

**I.B. PARTICIPATION GUIDELINES, REQUIREMENTS, & CONDITIONS**

The MSRC’s Local Government Match Program has been designed to make the application and participation requirements uncomplicated for the cities and counties within the South Coast Air District. However, to ensure that the Match Program conforms to all applicable AQMD regulations and MSRC policies, the following requirements and conditions have been established and apply to all applicants:

1. **Funding Availability** - The amount of Phase II FY 2005-'06 MSRC Clean Transportation Funding™ allocated for the Match Program is \$1.0M. Funding is available on a first-come, first-served basis to applicants proposing qualifying projects. For the purpose of this Match Program, all qualified project applications received on or before 5:00 p.m. on the first day of the Application Acceptance Period, July 6, 2006, will be deemed received at the same time. In the event the Match Program is oversubscribed following receipt of first-day applications, MSRC funds will be distributed on a pro rata share basis to qualified project applications. Please note that the Geographic Funding Minimums discussed in paragraph 4, below, will take precedence in the event funding must be pro-rated. Qualifying applications received after 5:00 p.m. on July 6, 2006 will be funded in the order of receipt. Please note that as MSRC funding is limited, the availability of match funding cannot be guaranteed.
2. **MSRC Match Funding Percentages** – The MSRC will match AB 2766 Subvention Funds and Local Funds in accordance with the following guidelines:
  - Alternative Fuel Infrastructure: The MSRC will match AB 2766 Subvention Funds and/or other Local Funds on a “dollar for dollar” basis<sup>1</sup>. **The maximum MSRC match amount per project shall not exceed \$350,000 under this category.**
  - Heavy-Duty Vehicle Purchases: The MSRC will match AB 2766 Subvention Funds and/or other Local Funds dollar for dollar in an amount not to exceed \$25,000 per qualifying heavy-duty vehicle. This is discussed further in Section II.C.
3. **Definition of Local Funds** – For the purpose of the Match Program, “Local Funds” are defined as revenues or other public money that is generated at the local jurisdictional level, including but not necessarily limited to Measure A, Measure C, other local sales tax, and local fees and assessments. Local Funds do not include State or Federal funding allocations, grants, South Coast AQMD funding grants, or other revenues that are not locally generated.

<sup>1</sup> i.e., the MSRC will not pay more than 50% of project costs, not to exceed a maximum MSRC contribution of \$350,000 for Alternative Fuel Infrastructure and \$25,000 for a qualifying Heavy-Duty alternative fuel vehicle.

4. **Geographical Funding Minimum** - The MSRC has established a Geographical Funding Minimum for each county within the AQMD. The geographical funding minimum amount has been set at \$125,000 per county. This funding set-aside guarantees a minimum level of funding for each county to implement clean fuel projects. At the end of the application submittal period, October 6, 2006, if any county has funds remaining in its geographical minimum, these funds will be made available to qualifying projects from any other county in order of receipt.
5. **Eligibility Requirements** – Only cities and counties within the South Coast Air District that receive AB 2766 Subvention Funds are eligible to submit an application under the Match Program. In addition, the contracting entity for the project must be the city or county who submitted the application. Participation by other agencies or private businesses is allowed, but would be handled through separate subcontracts or agreements with the funded applicant. Please be aware that the applying city or county is solely responsible for the performance of any Contract under the Match Program.
6. **Project Teaming** - Teaming by cities and/or counties, and the pooling of AB 2766 Subvention Funds, is encouraged. Please note that a lead team member must be designated for the purpose of application submittal and contracting. If desired, multiple cities and/or counties may form a Joint Powers Authority (JPA) for the purpose of application submittal and contracting. Please note that all members of the JPA must meet the eligibility requirements of the preceding paragraphs. A letter designating the lead agency and authorizing such agency to act on behalf of their interests must be submitted from each participating city and/or county as an element of the project application.
7. **MSRC Match Funds Paid on a Reimbursement Basis Only** – MSRC Clean Transportation Funding™ match funds will be distributed on a Reimbursement Basis only upon completion of the approved project and submission of all required reports and invoices.
8. **Use of Future AB 2766 Subvention Fund Allocations** – In addition to their existing Subvention Fund balances, cities and counties may also apply their anticipated AB 2766 Subvention Funds from the fiscal year commencing July 1, 2006 and ending June 30, 2007 to projects proposed under the MSRC Match Program. **However, any existing subvention fund balance must be fully encumbered or allocated prior to proposing the use of future funds.**
9. **Project Completion Deadlines** – All projects must be 100% completed within 24 months of contract execution.
10. **Reporting Requirements** – The reporting requirements established for the Match Program are intended to ensure adequate monitoring of the use of public funds, while avoiding the imposition of excessive reporting burdens on the funding recipients. Individual reporting requirements will be a function of the type of project proposed. Refer to Sections II & III for a description of reporting requirements.
11. **Promotion Requirements:** Funding recipients under the Local Government Match Program are required to perform public outreach to promote their MSRC co-funded project. Acceptable outreach may include, but is not limited to, notices included in city/county

mailings, newspaper notices, flyers, information items at council meetings and community events, etc.

**12. Audit Requirements** – In accordance with state law, all projects funded with MSRC Discretionary Funds are subject to audit. The provisions of the audit are discussed in the Sample Contract, included as Section VI of this document. It is highly recommended that applicants employ standard government accounting practices when administering their MSRC co-funded project.

### **13. Additional Conditions on MSRC Match Funding**

- Projects funded under the MSRC Match Program are not eligible to apply for additional MSRC funds under any other MSRC Work Program solicitation;
- Projects awarded MSRC funding under a previous Work Program are not eligible to receive additional MSRC Discretionary Funds under this Program;
- MSRC matching funds over and above the original contract amount will NOT be available for any reason, including project cost overruns. Applicants must use additional subvention funds or sources other than MSRC Discretionary Funds to cover foreseen or unforeseen project cost increases. (The 5% contract value increase typically allowable in MSRC Discretionary Fund contracts will not be available under the Local Government Match Program);
- MSRC match funds are not intended to fund existing staff salaries. Project management cost necessary to implement new alternative fuel infrastructure projects are allowable; however, the MSRC reserves the right to reduce or delete project management costs that appear excessive.

### **I.C. APPLICATION PREPARATION & SUBMITTAL INSTRUCTIONS**

A Project Application must be completed and submitted to participate in the Local Government Match Program. The necessary forms are included in Sections II and III of this document. Applications must be submitted in accordance with the instructions outlined below and all requested information must be supplied.

**1. Application Elements** - All applications must contain the following:

- a) **Cover letter** - Transmittal of the application must be accompanied by a cover letter affirming that the lead city or county has approved the proposed project. The letter must be signed by the person(s) authorized to contractually bind the proposing entity.

For joint applications (from more than one city and/or county) the applicant must include a statement confirming authorization to act on behalf of the other co-applicants. The applicant must include a letter of support, including contact name and telephone/fax number, from all proposing entities of a joint application.

- b) **EXHIBITS A-E** - Applications must include the following completed EXHIBITS, including all required attachments and supporting documentation as requested:

- EXHIBIT A: Applicant Information

- EXHIBIT B: Project Description/Statement of Work
- EXHIBIT C: Project Budget
- EXHIBIT D: Project Implementation Schedule
- EXHIBIT E: Certificate of Insurance or Letter of Self Insurance

2. **Application Submittal Instructions** - All applicants must submit one (1) original application and three (3) copies (total of four) in a sealed envelope, marked in the upper left-hand corner with the name and address of the applicant and the words "PA2006-10, Local Government Match Program". The original application should be submitted unbound on white, 8 ½" x 11" paper. When possible, any charts, illustrations, pictures, etc. should be affixed to standard size paper to facilitate reproduction. The earliest date for application submittal is July 6, 2006. All applications received prior to 5:00 p.m. on July 6, 2006 will be deemed received at the same time. Please note that Match Program applications must be received no later than 5:00 p.m. on October 6, 2006 to be considered for funding. All applications should be directed to:

Procurement Unit  
South Coast Air Quality Management District  
21865 Copley Drive  
Diamond Bar, CA 91765

**Please note that faxed or e-mailed applications will not be accepted.**

3. **Addenda** – The Mobile Source Air Pollution Reduction Review Committee may modify the Program Announcement and/or issue supplementary information or guidelines relating to the Program Announcement during the application preparation period of June 2, 2006 to October 6, 2006. Please note that Program Announcement amendments will be posted on the MSRC website at [www.cleantransportationfunding.org](http://www.cleantransportationfunding.org).
4. **Application Modifications** - Once submitted, applications cannot be altered without the prior written consent of the Mobile Source Air Pollution Reduction Review Committee.
5. **Application Screening** - Applications received in response to the Local Government Match Program Announcement will be screened to insure they comply with all program requirements and policies of the MSRC and South Coast AQMD. The screening criteria are as follows:
- Proposed project must be sponsored by an eligible AB 2766 Subvention Fund recipient;
  - Applications are required to contain all requested information delineated in Section I.F. of this document.
6. **Application Evaluation and Approval Process** - Applications will be evaluated as received to ensure compliance with Match Program requirements. Applications that do not comply with the stipulated requirements will be returned to the project applicant for revision and resubmission. Only applications received that comply with all minimum submission requirements will be deemed acceptable. Any returned applications will lose their original submittal date and, if resubmitted, will be issued a new date upon receipt by the MSRC the second time for purposes of disbursing funds on a first-come, first-serve basis.

Applications deemed compliant by MSRC staff will be forwarded to the MSRC Technical Advisory Committee (MSRC-TAC) for review and concurrence with staff's recommendation. Following MSRC-TAC approval, a funding recommendation will be forwarded to the MSRC for approval.

Applications recommended for funding by the MSRC will be forwarded to the South Coast AQMD Governing Board for final approval. Please note that the MSRC reserves the right to not fund any projects in this Program, to modify award amounts, or reallocate part of all funding under this Program to another MSRC **Clean Transportation Funding™** category.

Upon receipt of Governing Board approval, the MSRC Staff will prepare a contract for execution by the applicant. The time period from AQMD Governing Board approval to contract execution is anticipated to be approximately ninety (90) days.

#### **I.D. APPLICATION PREPARATION OVERVIEW**

In an effort to reduce the paperwork burden on applicants, a template-based application format has been adopted by MSRC for Local Government Match Program applications.

Forms are included specific to each of the following sections of this Program Announcement. The forms are designed to be self-explanatory and should prove straightforward to complete. However, should questions arise during the application preparation, please contact the appropriate MSRC staff representative as shown in Section I.E.

The forms included in the following Exhibits should be completed by the applicant and submitted in accordance with the instructions provided in Section I.C.2, "Application Submittal Instructions", above. The exhibits are briefly summarized as follows:

- Exhibit A, "Applicant Information", requests general information from the applicant. This information is to be provided in the designated spaces on the template;
- Exhibit B, "Project Description/Statement of Work", requests that the applicant provide a Project Description/Statement of Work delineating: a) project goals and objectives; b) statement of work; and c) project end products. Please note that only the requested input data is required; applicants are not required to perform emissions reductions calculations as an element of their Match Program application;
- Exhibit C, "Project Budget", requests a cost breakdown of the proposed project including: a) total project cost; b) AB 2766 funds from current fund balance allocated to the proposed project; c) AB 2766 Subvention Funds allocated from the FY 2005-'06 appropriation; d) Local Funds allocated to the proposed project; e) MSRC match funds requested (per the maximum allowable contributions as discussed in Section I.C., above; and f) additional funding contributions to the project other than MSRC Discretionary Funds, AB 2766 Subvention Funds, or qualifying Local Funds;
- Exhibit D, "Project Implementation Schedule", requests the submittal of a schedule depicting key project milestones, task completion dates, etc. Please note that all projects must be completed no later than 24 months from the date of contract execution;
- Exhibit E, requests that applicants include a Certificate of Insurance or Letter of Self Insurance as an element of their Match Program application. If the applicant is unable to provide the certificate of insurance as an element of the application, a statement by the

applicant affirming that the certificate will be provided within 45 days of notification of a funding award will be sufficient. Please note that all MSRC Discretionary Fund contracts require a Certificate of Insurance or Letter of Self Insurance;

If awarded MSRC match funds, Exhibits A-E will become integral elements of the contract between the applicant and the MSRC.

## I.E. IF YOU NEED HELP

This Program Announcement and Application can be obtained by accessing the MSRC web site at [www.cleantransportationfunding.org](http://www.cleantransportationfunding.org). MSRC staff members are available to answer questions during the application acceptance period. In order to help expedite assistance, please direct your inquiries to the applicable staff person, as follows:

- **For General, Administrative, or Contractual Questions**, please contact:

Cynthia Ravenstein, MSRC Contracts Administrator  
Phone: 909-396-3269  
FAX: 909-396-3682  
E-mail: [cynthia@cleantransportationfunding.org](mailto:cynthia@cleantransportationfunding.org)

- **For Technical Assistance**, please contact:

Ray Gorski, MSRC Technical Advisor  
Phone: 909-396-2479  
FAX: 909-396-3682  
E-mail: [ray@cleantransportationfunding.org](mailto:ray@cleantransportationfunding.org)

- **For Contractual Assistance**, please contact:

Dean Hughbanks, AQMD Procurement Manager  
Phone: 909-396-2808  
E-mail: [dhughbanks@aqmd.gov](mailto:dhughbanks@aqmd.gov)

## SECTION II: ALTERNATIVE FUEL INFRASTRUCTURE PROJECTS

The MSRC's Local Government Match Program offers incentives for a wide range of alternative fuel infrastructure types. The following sections describe allowable infrastructure project categories, conditions and constraints, as well as **Clean Transportation Funding™** incentive levels.

1. **NEW ALTERNATIVE FUEL REFUELING STATIONS** – Most refueling station types are eligible to receive a **Clean Transportation Funding™** match. Allowable station configurations include fast-fill stations, slow or time-fill stations, and FuelMaker™ -type refueling apparatus.

**Eligible Alternative Fuel Types** - The following alternative fuel types are eligible to receive refueling infrastructure Match funding:

- Compressed Natural Gas (CNG)

- Liquefied Natural Gas (LNG)
- Liquefied/Compressed Natural Gas (L/CNG)
- Motor vehicle-grade Liquefied Petroleum Gas (HD-5, HD-10 propane)

**Accessibility Requirements** - It is the primary intent of the Match Program to increase the accessibility of alternative-fuel infrastructure to fleets and public users. For this reason, Applicants proposing construction of a new **fast-fill refueling station** are required to allow access to the facility during normal business hours to at least one (1) additional fleet. For the purpose of this program, “additional fleet” is defined as another fleet distinct from the host site fleet. This other fleet must be a separate legal entity relative to the host site fleet. As an example, two separate departments within a local government would not satisfy the intent of the “multiple fleet” requirement, as the departments would most likely not be separate legal entities. However, many local governments contain “dependent and independent special districts”. A dependent or independent special district would satisfy the “other fleet” requirement.

2. **UPGRADE & EXPANSION OF EXISTING ALTERNATIVE FUEL REFUELING STATIONS**

– Cities or Counties who operate existing CNG or LNG stations seeking upgrades or expansion to accommodate growing fleet or throughput needs are also eligible to participate in the MSRC Match Program. Eligible refueling station upgrade and expansion projects include, but are not necessarily limited to, the following:

- Expansion of fuel storage capacity with additional storage vessels;
- Increase in fuel compression capability by adding an additional compression stage or replacing an undersized compressor;
- Addition of L/CNG capability to an existing LNG-only facility;
- Addition of hydrogen or hydrogen-blend capability to an existing station;
- Station modifications to allow public accessibility;
- Upgrade of existing payment card reader to accommodate multi-card capability;
- Additional fuel dispenser(s).

3. **FACILITY MODIFICATIONS TO ACCOMMODATE ALTERNATIVE FUELS**

– In addition to refueling stations, MSRC **Clean Transportation Funding™** is available to Cities and Counties for the modification of facilities used for alternative fuel vehicle maintenance and repair. Allowable facility modifications include, but are not necessarily limited to, the following:

- Installation of building methane detection sensors;
- Electrical shielding;
- Heater element explosion proofing;
- Gas evacuation and ventilation upgrades.

Project applications that do not reasonably fit within the Eligible Project Categories will not be approved and will not be eligible to receive MSRC **Clean Transportation Funding™**. ***The MSRC retains sole discretion when determining project eligibility.***

**Funding Restrictions:** MSRC Clean Transportation Funding™ cannot be used to co-fund the following project elements:

- Station maintenance or operations costs (including utility costs), or fuel purchase costs;
- Purchase of real property.

**Operational Availability** - Funding recipients must commit to having fast-fill refueling stations remain operational and accessible to public and/or fleets for a period of no less than five (5) years from the date the station begins dispensing fuel in either its initial or expanded capability.

Time-fill, single dispenser, or apparatus-type stations must remain operational for a period of no less than three (3) years from the date the station begins dispensing fuel in either its new or upgraded/expanded capability.

**Reporting Requirements** – The reporting requirements established for the Match Program are intended to ensure adequate monitoring of the use of public funds, while avoiding the imposition of excessive reporting burdens on the funding recipients. Individual reporting requirements will be a function of the type of project proposed. For planning purposes, applicants should assume the following reporting schedule. This schedule should be reflected in your application submission under Project Implementation Schedule.

- A concise Interim Report will be submitted at the approximate halfway point in the overall project schedule. The Interim Report should include the following topics, at a minimum: a) tasks completed; b) issues or problems encountered; c) resolutions implemented; and d) progress to date. Any modifications, whether already implemented or planned, to the project description/statement of work, project costs, or project schedule, should be highlighted in the Interim Report;
- A concise Final Report, discussing the project's goals and accomplishments, is required at the completion of the project. One or more photos must be included as an element of the Final Report.

**II.B. ALTERNATIVE FUEL INFRASTRUCTURE APPLICATION FORMS**

**EXHIBIT A - APPLICANT INFORMATION**

(Return this page as part of your Match Program application)

A. Please provide the following applicant information in the space provided.

Applicant Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax #: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

B. Please answer the following questions:

- |   | <b>YES</b>               | <b>NO</b>                |
|---|--------------------------|--------------------------|
| 1. Are you submitting a Joint Application with other Cities/Counties?<br><input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. If "Yes", are you authorized to act of behalf of all participants?   | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. If "Yes", please provide the names of all other project participants.<br>Please designate if the other participants are public agencies or<br>private entities:  | <b>Public</b>            | <b>Private</b>           |
| a) _____  | <input type="checkbox"/> | <input type="checkbox"/> |
| b) _____  | <input type="checkbox"/> | <input type="checkbox"/> |
|   | <b>YES</b>               | <b>NO</b>                |
| 4. If you answered "Yes" to questions 1 and 2, above, have you<br>attached a letter from each entity designating a lead agency and<br>authorizing that agency to act on behalf of the other participants? | <input type="checkbox"/> | <input type="checkbox"/> |

**EXHIBIT B - PROJECT DESCRIPTION/STATEMENT OF WORK**  
**Implementation of Alternative Fuel Infrastructure**

(Return this page as part of your Match Program application only if you are applying for alternative fuel infrastructure match funding)

A. Please check the Type of Infrastructure Project proposed:

- New Alternative Fuel Refueling Infrastructure
- Expansion of an Existing Refueling Facility
- Upgrade to an Existing Refueling Facility
- Site Modifications to Allow Public and/or Fleet Vehicle Access
- Maintenance Facility Modifications

B. **PROJECT DESCRIPTION:** Please describe the proposed alternative-fuel infrastructure, including: a) technical description of the refueling hardware, storage capacity, time-fill and fast-fill capacity, number of dispensers, etc.; b) site location; c) level of public accessibility (i.e., available to all users, accessible to limited fleet users only); d) hours of operation; e) primary fleet users; f) types of vehicles that will primarily utilize the facility (i.e., transit buses, school buses, light-duty automobiles); and g) selected hardware vendor and fuel provider, if known. (attach extra sheets if necessary)

Please provide the following input data as applicable:

Type of Alternative Fuel (CNG, LNG, L/CNG, or LPG)	
For Projects that Propose New Infrastructure Development, Provide the Estimated Monthly Alternative Fuel Throughput in Units of Diesel Equivalent Gallons.	
For Projects that Propose: a) Increased Capacity of Existing Alternative-Fuel Infrastructure; or b) Expanded Public or Fleet Access of Existing Alternative-Fuel Infrastructure, Provide the Current Facility Base Load in Diesel Equivalent Gallons per Month.	
For Projects that Propose: a) Increased Capacity of Existing Alternative-Fuel Infrastructure; or b) Expanded Public or Fleet Access of Existing Alternative-Fuel Infrastructure, Provide the Projected Monthly Increase in Alternative-Fuel Throughput Expressed in Units of Diesel Equivalent Gallons.	



1. **EXHIBIT B - PROJECT DESCRIPTION/STATEMENT OF WORK – continued**

**Implementation of New or Expanded Alternative Fuel Infrastructure**

(Return this page as part of your Match Program application only if you are applying for alternative fuel infrastructure match funding)

- C. **STATEMENT OF WORK:** Please provide a Statement of Work for the proposed alternative fuel infrastructure project. Include all Project Tasks as they relate to infrastructure design, development, and implementation. Each Task should be described with sufficient detail to adequately convey the work to be performed.
- D. **PROJECT ORGANIZATIONAL STRUCTURE:** Please describe the roles and responsibilities of each participating city/county, if a joint or multi-jurisdictional application.
- E. If applicable to your proposed project, please attach an 8 ½" x 11" Site Map/Plan to this Exhibit.
- F. **PROJECT READINESS** - Please describe the time frame for project implementation and any anticipated barriers to project completion. Address other funds used to match or support the project. If project requires on-going funding, include a discussion on what funding will be used for continuing operation.

### EXHIBIT C - PROJECT BUDGET

#### Implementation of New or Expanded Alternative Fuel Infrastructure

(Return this page as part of your Match Program application only if you are applying for alternative fuel infrastructure match funding)

A. Please provide your Current Unallocated Subvention Fund Balance: \$ \_\_\_\_\_

B. Please provide the following Alternative Fuel Infrastructure Project Cost by Category Information:

PROJECT COSTS BY FUNDING CATEGORY	AMOUNT
1. AB 2766 SUBVENTION FUNDS APPLIED TO INFRASTRUCTURE PROJECT FROM EXISTING UNALLOCATED BALANCE:	\$ _____
2. AB 2766 SUBVENTION FUNDS APPLIED TO INFRASTRUCTURE PROJECT FROM FUTURE YEAR ALLOCATION (FY 2006/2007):	\$ _____
3. LOCAL FUNDS APPLIED TO INFRASTRUCTURE PROJECT (e.g., MEASURE A, MEASURE C):	\$ _____
4. TOTAL AB 2766 SUBVENTION FUNDS AND LOCAL FUNDS APPLIED TO INFRASTRUCTURE PROJECT (SUM OF LINES 1, 2, and 3):	\$ _____
5. AMOUNT OF MSRC MATCH FUNDING REQUESTED (MAXIMUM AMOUNT IS EQUAL TO LINE 4 NOT TO EXCEED \$350,000):	\$ _____
6. ADDITIONAL PROJECT CO-FUNDING FROM OTHER SOURCES:	\$ _____
7. TOTAL PROJECT COST:	\$ _____

**EXHIBIT C - PROJECT BUDGET CONTINUED**

**Implementation of New or Expanded Alternative Fuel Infrastructure**

(Return this page as part of your Match Program application only if you are applying for alternative fuel infrastructure match funding)

C. As applicable, please list all infrastructure costs by Cost Element. Please provide as much detail as practicable when specifying project costs. For example, please provide labor categories, hourly rates, number of hours, etc. when defining labor costs.

**CAPITAL EQUIPMENT COSTS (REFUELING STATION COMPONENTS, FACILITY MODIFICATIONS):**

1.	_____	\$ _____
2.	_____	\$ _____
3.	_____	\$ _____
4.	_____	\$ _____
5.	_____	\$ _____
<b>TOTAL CAPITAL EQUIPMENT COSTS:</b>		<b>\$ _____</b>

**DIRECT LABOR COSTS:**

1.	_____ LABOR HOURS x _____ \$/HOUR =	\$ _____
2.	_____ LABOR HOURS x _____ \$/HOUR =	\$ _____
3.	_____ LABOR HOURS x _____ \$/HOUR =	\$ _____
4.	_____ LABOR HOURS x _____ \$/HOUR =	\$ _____
<b>TOTAL DIRECT LABOR COSTS:</b>		<b>\$ _____</b>

**OTHER DIRECT COSTS, INCLUDING SUBCONTRACTORS:**

1.	_____	\$ _____
2.	_____	\$ _____
3.	_____	\$ _____
4.	_____	\$ _____
<b>TOTAL OTHER DIRECT COSTS:</b>		<b>\$ _____</b>

<b>TOTAL PROJECT COST:</b>	<b>\$ _____</b>
----------------------------	-----------------

PLEASE NOTE THAT THE TOTAL PROJECT COST REFLECTED IN SUBSECTIONS B AND C, ABOVE, SHOULD BE CONSISTENT.



**EXHIBIT E**  
**CERTIFICATE OF INSURANCE/  
LETTER OF SELF INSURANCE**

All MSRC contractors are required to provide a Certificate of Insurance naming the South Coast Air Quality Management District as an additional insured within forty-five (45) days of receipt of notification of a funding award.

It has been the experience of the MSRC that many cities and counties within the South Coast Air District are self-insured. If your city or county is self-insured, please provide a letter to that effect with your application package. A sample self-insurance letter is included below. This sample is intended only to be representative of an acceptable letter. Your city's format and content may be different. Please refer to the requirements of the Sample Contract.

(date)

MSRC Contracts Administrator  
South Coast Air Quality Management District  
21865 Copley Drive  
Diamond Bar, California 91765

Subject: Statement of Self-Insurance

Dear MSRC Contracts Administrator:

This is to certify that \_\_\_\_\_ self-administers and insures, defends, settles and pays third party claims for bodily injury, personnel injury, death and/or property damage. Protection under this program is warranted to meet or exceed \$1 million, combined Single Limit, per occurrence. Additionally, \_\_\_\_\_ is permissively self-insured for Worker's Compensation under the laws of the State of California.

\_\_\_\_\_ agrees to provide the South Coast Air Quality Management District with thirty (30) days prior written notice of any changes in this program.

If you need any further information regarding this risk-retention program, please contact the Risk Management Staff at (000) 000-0000.

Sincerely,

\_\_\_\_\_  
Risk Manager

If you have questions regarding insurance, please contact the MSRC Contracts Administrator.

### SECTION III: PURCHASE OF HEAVY-DUTY ALTERNATIVE FUEL VEHICLES

**Project Requirements and Conditions:** The following requirements apply for projects seeking match funds for the purchase of heavy-duty vehicles:

**Eligible Vehicle Weight Ratings:** Only heavy-duty alternative fuel vehicles are eligible to receive Match Funds. A heavy-duty vehicle is defined as having a GVWR of 14,001 pounds or greater.

**Qualifying Vehicles:** Applicants requesting match funds for the purchase of heavy-duty alternative fuel vehicles must ensure the vehicles comply with the following eligibility requirements:

- Vehicle must be a new, Original Equipment Manufacturer (OEM) heavy-duty alternative fuel vehicle. The conversion, re-power, or retrofit of an existing vehicle is not an eligible funding category under the Match Program;
- Vehicle engines must be certified at or below the California Air Resources Board Optional NO<sub>x</sub> + Non-Methane Hydrocarbon (NO<sub>x</sub>+NMHC) standard in effect at the time of contract execution;
- Vehicle engine must be dedicated alternative fuel; however, alternative fuel engines using diesel pilot-ignition technologies are acceptable.

**Eligible Alternative Fuels:** Vehicles that satisfy the eligibility requirements listed above are available in following alternative-fuels:

- Compressed Natural Gas (CNG)
- Liquefied Natural Gas (LNG)
- Liquefied Petroleum Gas (LPG, i.e., propane)
- Hydrogen and/or Hydrogen/Natural Gas Blends
- Electricity

**Maximum MSRC Match Funding:** The MSRC Clean Transportation Funding™ Match Program will co-fund the purchase of qualifying heavy-duty alternative fuel vehicles on a “dollar for dollar” basis, **up to a maximum MSRC contribution of \$25,000 per vehicle**. The MSRC match funds will be disbursed on a reimbursement basis upon delivery and acceptance of the qualifying vehicle.

**Reporting Requirements** – For planning purposes, applicants should assume the following reporting schedule. This schedule should be reflected in your application submission under Project Implementation Schedule.

- A concise Interim Report will be submitted at the approximate halfway point in the overall project schedule. The Interim Report should include the following topics, at a minimum: a) tasks completed; b) issues or problems encountered; c) resolutions implemented; and d) progress to date. Any modifications, whether already implemented or planned, to the project description/statement of work, project costs, or project schedule, should be highlighted in the Interim Report;
- A concise Final Report, discussing the project’s goals and accomplishments, is required at the completion of the project.

### III.A. VEHICLE PURCHASE APPLICATION FORMS

#### EXHIBIT A - APPLICANT INFORMATION

#### Purchase of Heavy-Duty Alternative Fuel Vehicles

(Return this page as part of your Match Program application)

A. Please provide the following applicant information in the space provided.

Applicant Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax #: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

B. Please answer the following questions:

- |   | YES                      | NO                       |
|---|--------------------------|--------------------------|
| 1. Are you submitting a Joint Application with other Cities/Counties?<br><input type="checkbox"/> |                          | <input type="checkbox"/> |
| 2. If "Yes", are you authorized to act of behalf of all participants?                             | <input type="checkbox"/> | <input type="checkbox"/> |

3. If "Yes", please provide the names of all other project participants. Please designate if the other participants are public agencies or private entities:

- |          | Public                   | Private                  |
|----------|--------------------------|--------------------------|
| a) _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| b) _____ | <input type="checkbox"/> | <input type="checkbox"/> |

- |   | YES                      | NO                       |
|---|--------------------------|--------------------------|
| 4. If you answered "Yes" to questions 1 and 2, above, have you attached a letter from each entity designating a lead agency and authorizing that agency to act on behalf of the other participants? | <input type="checkbox"/> | <input type="checkbox"/> |

**EXHIBIT B - PROJECT DESCRIPTION/STATEMENT OF WORK**  
**Purchase of Heavy-Duty Alternative Fuel Vehicles**

(Return this page as part of your Match Program application only if you are applying for alternative fuel vehicle match funding)

A. **PROJECT DESCRIPTION:** Describe the proposed alternative-fuel vehicle purchase(s). For each vehicle to be purchased, please provide the information in the table below, or attach a separate sheet:

1. Vehicle make and model;
2. Fuel Type (CNG, LNG, LPG, etc.);
3. Engine model, including horsepower;
4. Gross vehicle weight;
5. Estimated vehicle life;
6. Vehicle duty cycle (i.e., trash collection, local delivery, etc.)
7. Annual operation within the geographical jurisdiction of the South Coast Air District (indicate whether mileage or hours)

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
	<b>Vehicle Make &amp; Model</b>	<b>Fuel Type</b>	<b>Engine Model &amp; Horsepower</b>	<b>Gross Vehicle Weight</b>	<b>Vehicle Life (years)</b>	<b>Vehicle Duty Cycle</b>	<b>Annual Vehicle Operation (hours or mileage)</b>
a							
b							
c							
d							
e							
f							
g							
h							
i							
j							

**EXHIBIT C - PROJECT BUDGET**  
**Purchase of Heavy-Duty Alternative Fuel Vehicles**

(Return this page as part of your Match Program application only if you are applying for alternative fuel vehicle match funding)

- A. Please provide your Current Unallocated Subvention Fund Balance: \$ \_\_\_\_\_
- B. Please provide the following Alternative Fuel Vehicle Purchase Cost by Category Information:

<b>PROJECT COSTS BY FUNDING CATEGORY</b>	<b>AMOUNT</b>
1. AB 2766 SUBVENTION FUNDS APPLIED TO ALL VEHICLE PURCHASES FROM EXISTING UNALLOCATED BALANCE:	\$ _____
2. AB 2766 SUBVENTION FUNDS APPLIED TO ALL VEHICLE PURCHASES FROM FUTURE YEAR ALLOCATION (FY 2005/2006):	\$ _____
3. LOCAL FUNDS APPLIED TO ALT-FUEL VEHICLE PURCHASES (e.g. MEASURE A, MEASURE C):	\$ _____
4. TOTAL AB 2766 SUBVENTION FUNDS AND LOCAL FUNDS APPLIED TO HEAVY-DUTY VEHICLE PURCHASES (SUM OF LINES 1, 2, AND 3):	\$ _____
5. AMOUNT OF MSRC MATCH FUNDING REQUESTED FOR HEAVY DUTY VEHICLE PURCHASE (\$1 FOR \$1 MATCH UP TO \$25,000 PER VEHICLE):	\$ _____
6. ADDITIONAL PROJECT CO-FUNDING FROM OTHER SOURCES:	\$ _____
<b>7. TOTAL PROJECT COST:</b>	<b>\$ _____</b>

Please list all vehicle purchase project costs by Cost Element.

**HEAVY DUTY VEHICLE PURCHASE COSTS (PLEASE LIST EACH VEHICLE INDIVIDUALLY):**

1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____
4. _____	\$ _____
5. _____	\$ _____
6. _____	\$ _____
7. _____	\$ _____
8. _____	\$ _____
9. _____	\$ _____
10. _____	\$ _____
<b>TOTAL HEAVY DUTY VEHICLE PURCHASE COSTS:</b>	<b>\$ _____</b>

**EXHIBIT D - PROJECT IMPLEMENTATION SCHEDULE**  
**Purchase of Heavy-Duty Alternative Fuel Vehicles**  
 (Return this page as part of your Match Program application)

Please provide, either in the space outlined below or separate attached sheet, a Milestone Schedule for your proposed Match Program project. The schedule should include anticipated start and completion dates for each task, activity, or milestone identified in Exhibit B, "Project Description/Statement of Work".

The format requirements for the Project Implementation Schedule are flexible. A template is provided below:

PROJECT MILESTONE	START DATE	COMPLETION
Example: Task 1 – Order Vehicle	Authority to Proceed (ATP) + one month	ATP + 3 months

If a separate milestone schedule is attached, please label the attachment "**Exhibit D: Project Milestone Schedule**" and include in your application package.

**EXHIBIT E**  
**CERTIFICATE OF INSURANCE/  
LETTER OF SELF INSURANCE**

All MSRC contractors are required to provide a Certificate of Insurance naming the South Coast Air Quality Management District as an additional insured within forty-five (45) days of receipt of notification of a funding award.

It has been the experience of the MSRC that many cities and counties within the South Coast Air District are self-insured. If your city or county is self-insured, please provide a letter to that effect with your application package. A sample self-insurance letter is included below. This sample is intended only to be representative of an acceptable letter. Your city's format and content may be different. Please refer to the requirements of the Sample Contract.

(date)

MSRC Contracts Administrator  
South Coast Air Quality Management District  
21865 Copley Drive  
Diamond Bar, California 91765

Subject: Statement of Self-Insurance

Dear MSRC Contracts Administrator:

This is to certify that \_\_\_\_\_ self-administers and insures, defends, settles and pays third party claims for bodily injury, personnel injury, death and/or property damage. Protection under this program is warranted to meet or exceed \$1 million, combined Single Limit, per occurrence. Additionally, \_\_\_\_\_ is permissively self-insured for Worker's Compensation under the laws of the State of California.

\_\_\_\_\_ agrees to provide the South Coast Air Quality Management District with thirty (30) days prior written notice of any changes in this program.

If you need any further information regarding this risk-retention program, please contact the Risk Management Staff at (000) 000-0000.

Sincerely,

\_\_\_\_\_  
Risk Manager

If you have questions regarding insurance, please contact the MSRC Contracts Administrator.

## SECTION IV: APPLICATION CHECKLIST

### DID YOU REMEMBER TO...

- Attach a Cover Letter signed by an individual authorized to contractually bind the submitting entity?
- Complete and attach Exhibit A, "Applicant Information"?
- Complete and attach Exhibit B, "Project Description/Statement of Work"?
- Attach an 8 ½" x 11" Site Map/Plan to Exhibit B, if applicable?
- Complete and attach Exhibit C, "Project Budget"?
- Attach Exhibit D, "Project Implementation Schedule", to your application? Are all requested Project Milestones identified on your schedule?
- Commit to provide a Certificate of Insurance within 45 days of notification of award.
- Prepare one original application plus three (3) copies, for a total of four. Did you verify the correct mailing address?

## SECTION V: SAMPLE CONTRACT



### South Coast Air Quality Management District



#### LOCAL GOVERNMENT MATCH PROGRAM CONTRACT

1. PARTIES - The parties to this Contract are the South Coast Air Quality Management District (hereinafter referred to as "AQMD") whose address is 21865 Copley Drive, Diamond Bar, California 91765-4178, and \*\*\* (hereinafter referred to as "CONTRACTOR") whose address is \*\*\*.
2. RECITALS
  - A. AQMD is the local agency with primary responsibility for regulating stationary source air pollution in the South Coast Air Basin in the State of California (State). AQMD is authorized under State Health & Safety Code Section 44225 (Assembly Bill (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 the AQMD'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 AQMD.
  - C. AB 2766 further mandates that thirty (30) percent of such vehicle registration fees be placed by AQMD 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 AQMD'S Governing Board, AQMD Board authorized a contract with CONTRACTOR for 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 dated \*\*\*.
3. DMV FEES - CONTRACTOR acknowledges that AQMD cannot guarantee the amount of fees to be collected under AB 2766 will be sufficient to fund this Contract. CONTRACTOR further acknowledges that AQMD'S receipt of funds is contingent on the timely remittance by State's DMV. AQMD assumes no responsibility for the collection and remittance of motor vehicle registration fees by DMV to AQMD in a timely manner.
4. AUDIT - Additionally, 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 AQMD 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. AQMD shall coordinate such audit through CONTRACTOR'S audit staff. If an amount is found to be inappropriately expended, AQMD may withhold revenue from CONTRACTOR in the amount equal to the amount which was inappropriately expended. Such withholding shall not be construed as AQMD'S

sole remedy and shall not relieve CONTRACTOR of its obligation to perform under the terms of this Contract.

5. REPORTING - CONTRACTOR shall submit reports to AQMD as outlined in Attachment 1 - Statement of Work. AQMD reserves the right to review, comment, and request changes to any report produced as a result of this Contract.
6. TERM - The term of this Contract is from **the date of execution by both parties** to **\*\*\***, unless terminated earlier as provided for in **Clause 7** below entitled Termination, extended by amendment of this Contract in writing, or unless all work is completed and a final report is submitted and approved by AQMD prior to the termination date. 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. Upon written request and with adequate justification from CONTRACTOR, the MSRC Contracts Administrator may extend the Contract up to an additional six months at no additional cost. Term extensions greater than six months must be reviewed and approved by the MSRC.
7. TERMINATION - In the event any party fails to comply with any term or condition of this Contract, or fails to provide the services in the manner agreed upon by the parties, including, but not limited to, the requirements of Attachment 1 - Statement of Work, this shall constitute a material breach of the Contract. The nonbreaching party shall have the sole and exclusive option either to notify the breaching party that it must cure this breach within fifteen (15) days or provide written notification of its intention to terminate this Contract with thirty (30) day's written notice. Notification shall be provided in the manner set forth in **Clause 17** below, entitled - Notices. Termination shall not be the exclusive remedy of the nonbreaching party. The nonbreaching party reserves the right to seek any and all remedies provided by law. AQMD will reimburse CONTRACTOR for actual costs incurred (not to exceed the total Contract value), including all noncancellable commitments incurred in performance of this Contract through the effective date of termination for any reason other than breach.
8. EARLY TERMINATION - This Contract may be terminated early due to any of the following circumstances:
  - A. The vehicles or equipment become inoperable through mechanical failure of components or systems directly related to the alternative fuel technology being utilized, and such failure is not caused by CONTRACTOR'S negligence, misuse, or malfeasance.
  - B. The fueling station 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.
9. REFUELING STATION OPERATIONAL AVAILABILITY - **USE FOR PROJECTS WITH INFRASTRUCTURE** CONTRACTOR is obligated to comply with the alternative-fuel refueling infrastructure Operational Availability requirements set forth as follows:
  - A. CONTRACTOR commits to ensuring fast-fill refueling stations remain operational and accessible to public and/or fleets for a period of no less than five (5) years from the date the station begins dispensing fuel in either its initial or expanded capacity. Should CONTRACTOR desire to deviate from this obligation, for reasons other than those stated in **Clause 8.B**, above, CONTRACTOR shall reimburse AQMD for a prorated share of the funds provided for fueling facilities as indicated in the table below:

5 year Operational Availability Obligation	Percentage of MSRC Funds to be
--	--------------------------------

Termination Occurs	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%

- B. CONTRACTOR commits to ensuring time-fill, single dispenser, apparatus-type stations remain operational for a period of no less than three (3) years from the date the station begins dispensing fuel in either its initial or expanded capacity. Should CONTRACTOR desire to deviate from this obligation, for reasons other than those stated in **Clause 8.B**, above, CONTRACTOR shall reimburse AQMD for a prorated share of the funds provided for fueling 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%

- C. The appropriate reimbursable amount shall be paid to AQMD within sixty (60) days from the date the station ceases operation. CONTRACTOR shall not be responsible for any reimbursement to AQMD if the obligation is terminated as a result from one or more reasons set forth in **Clause 8.B**.

**10. INSURANCE -**

- A. CONTRACTOR shall furnish evidence to AQMD 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 AQMD 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. AQMD 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 AQMD.
- C. CONTRACTOR shall furnish evidence to AQMD 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. AQMD 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 AQMD.
- D. If CONTRACTOR fails to maintain the required insurance coverage set forth above, AQMD 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 should be mailed to: AQMD Risk Management, 21865 Copley Drive, Diamond Bar, CA 91765-4178. **The AQMD Contract Number must be included on the face of the certificate.**
- 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.

(i) (Use above clause or Self Insurance clause below)-  
Remove before printing

**Self Insurance Clause:**

**INSURANCE** - CONTRACTOR represents that it is permissibly self-insured and will maintain such self-insurance in accordance with applicable provisions of California law throughout the term of this Contract. CONTRACTOR shall provide evidence of sufficient coverage during the term of this Contract and any extensions thereof that meet or exceed the minimum requirements set forth by the South Coast AQMD below. CONTRACTOR shall furnish certificate of self-insurance to: South Coast Air Quality Management District, Attn: Risk Management Office. **The AQMD Contract Number shall be included on the face of the certificate.** If CONTRACTOR fails to maintain the required insurance coverage, AQMD reserves the right to terminate the Contract or purchase such additional insurance and bill CONTRACTOR or deduct the cost thereof from any payments owed to CONTRACTOR. Minimum insurance coverages are as follows:

- A. Worker's compensation insurance in accordance with either California or other state's applicable statutory requirements.
- B. General Liability insurance with a limit of at least \$1,000,000 per occurrence, and \$2,000,000 in general aggregate.
- C. 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.

11. **INDEMNIFICATION** – CONTRACTOR agrees to hold harmless, defend, and indemnify, AQMD, its officers, employees, agents, representatives, and successors-in-interest against any and all loss, damage, cost, or expenses which AQMD, its officers, employees, agents, representatives, and successors-in-interest may incur or be required to pay by reason of any injury or property damage caused or incurred by CONTRACTOR, its employees, subcontractors, or agents in the performance of this Contract.

12. **PAYMENT**

- A. AQMD shall pay CONTRACTOR a Firm Fixed Price of \*\*\* Dollars (\$\*\*\*) upon completion of the project on a reimbursement basis. 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 AQMD to CONTRACTOR within thirty (30) days after approval by AQMD of an itemized invoice prepared and furnished by CONTRACTOR.
- B. An invoice submitted to AQMD for payment must be prepared in duplicate, on company letterhead, and list AQMD'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

- C. 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 AQMD. If the project described in Attachments 1 and 2 is not completed and satisfactory proof of completion is not provided to AQMD, no monies shall be due and payable to CONTRACTOR. Proof of completion shall include a Final Report detailing the project goals and accomplishments.
  - D. 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.
  - E. The Firm Fixed Price amount of this Contract shall not exceed the total AB 2766 Funds applied to the project described in **Attachments 1, 2, and 3** of this Contract.
  - F. If, at the completion of the Project described in Attachment 1, the vehicle expenditures and/or infrastructure expenditures are less than the Total Cost amount(s) contained in Attachment 2, the actual amount of AB 2766 Discretionary Funds reimbursed to CONTRACTOR shall be adjusted on a prorated basis as described in Attachment 2.
  - G. CONTRACTOR must submit final invoice no later than ninety (90) days after the termination date of this Contract or invoice may not be paid.
  - H. An amount equal to **ten percent (10%)** shall be withheld from each invoice paid. Upon satisfactory completion and final acceptance of work and the final report by AQMD, CONTRACTOR'S invoice for the 10% withheld will be released. **[OPTIONAL]**
13. 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 other funding sources. These MSERCs, which are issued by AQMD, 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. AQMD 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.
14. DISPLAY OF MSRC LOGO - **[USE FOR VEHICLE PROJECTS AND INFRASTRUCTURE PROJECTS]** CONTRACTOR agrees to permanently display one MSRC decal in a prominent location on each vehicle purchased pursuant to this Contract. CONTRACTOR also agrees to permanently display one MSRC decal in a prominent location on each fueling or charging station constructed or upgraded pursuant to this Contract. Decals will be provided by MSRC upon notification that subject fueling station equipment and/or vehicles are placed into service. Decals are approximately twelve

(12) inches in height and eighteen (18) inches in width (Note: a smaller decal may be provided if CONTRACTOR demonstrates that application of the standard decal is not feasible). CONTRACTOR shall maintain decal for life of vehicle or equipment subject to this Contract. Should any decal become damaged, faded, or otherwise unreadable, CONTRACTOR shall request replacement decal from MSRC and apply new decal in the same or other prominent location. MSRC shall not be responsible for damage to paint or other vehicle surfaces arising from application or removal of decals. In addition, all promotional materials related to the project, including, but not limited to, press kits, brochures and signs shall include the MSRC logo. Press releases shall acknowledge MSRC financial support for the project.

15. ACCUAL OF MILEAGE WITHIN SOUTH COAST AIR QUALITY DISTRICT – USE FOR VEHICLE PROJECTS ONLY CONTRACTOR is obligated to comply with the geographical restriction requirements as follows:

- A. Each of the vehicles funded under this Contract must accrue at least 85% of its annual mileage or engine hours of operation within the geographical boundaries of the South Coast Air Quality Management District for a period of no less than five (5) years from the date the vehicle enters service (new vehicles) or returns to service (repowered vehicles). Should CONTRACTOR deviate from or fail to comply with this obligation, for reasons other than those stated in Clause 8.A, CONTRACTOR shall reimburse AQMD for a prorated share of the funds provided for the vehicle as indicated in the table below:

5 year Operations 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%

- B. The appropriate reimbursable amount shall be paid to AQMD within sixty (60) days from the date the vehicle ceases to operate in accordance with the geographical restriction. CONTRACTOR shall not be responsible for any reimbursement to AQMD if the obligation is terminated as a result from one or more reasons set forth in Clause 8.A.
- C. Should CONTRACTOR sell, lease, transfer, assign or otherwise divest itself of the vehicles during the five year period referred to in clause 15A, notice shall be provided to AQMD no less than 30 days preceding the sale, lease, transfer, or assignment is effectuated. The agreement effectuating the sale, lease, transfer or assignment shall state that the AQMD is an intended third-party beneficiary of the agreement and shall include the following requirement: the obligation to accrue mileage within the South Coast Air Quality Management District shall be a continuing obligation of the subsequent purchaser, lessee, transferee, successor in interest, heir or assign and shall remain in full force and effect until the expiration of the five year operation period. This obligation shall be passed down to any subsequent purchaser, lessee or transferee during this five year term and AQMD shall be an intended third-party beneficiary of any subsequent agreement. Upon receiving notice of any subsequent sale, lease, transfer, assignment or other divestiture, AQMD may elect to either require the reimbursement specified in Clause 15A and 15B, or require the subsequent purchaser, lessee, transferee or assignee to comply with the continuing obligation to

operate the vehicle for a period of no less than five (5) years from the date the vehicle entered service (new vehicles) or re-service (re-powered vehicles). Notice of AQMD's election of remedies shall be provided to CONTRACTOR and any subsequent purchaser, lessee, transferee or assignee in a timely fashion.

16. SCRAPPING OF OLD VEHICLES - **USE FOR VEHICLE PROJECTS** Any AB 2766 Discretionary Fund project for the purchase of new clean fuel vehicles shall be required to scrap older, polluting vehicles which would be removed or retired from service. This clause is applicable only to AB 2766 projects which remove or retire a vehicle(s) from fleet service as a direct result of AB 2766 funding.
17. NOTICES - Any notices from either party to the other shall be given in writing to the attention of the persons listed below or to other such addresses or addressees as may hereafter be designated in writing for notices by either party to the other. A notice shall be deemed received when delivered or three days after deposit in the U.S. Mail, postage prepaid, whichever is earlier.

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

CONTRACTOR: \*\*\*  
\*\*\*  
\*\*\*  
Attn: \*\*\*

18. EMPLOYEES OF CONTRACTOR
- A. CONTRACTOR warrants that it will employ no subcontractor without written approval from AQMD. CONTRACTOR shall be responsible for the cost of regular pay to its employees, as well as cost of vacation, vacation replacements, sick leave, severance pay and pay for legal holidays.
  - B. CONTRACTOR shall also pay all federal and state payroll taxes for its employees and shall maintain workers' compensation and liability insurance for each of its employees.
  - C. CONTRACTOR, its officers, employees, agents, or representatives shall in no sense be considered employees or agents of AQMD, nor shall CONTRACTOR, its officers, employees, agents, or representatives be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by AQMD to its employees.
  - D. CONTRACTOR warrants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. CONTRACTOR further represents that in performance of this Contract, no person having any such interest shall be employed by CONTRACTOR or any subcontractor.
19. 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.

20. ASSIGNMENT - The rights granted hereby may not be assigned, sold, licensed, or otherwise transferred by either party without the prior written consent of the other, and any attempt by either party to do so shall be void upon inception.
21. NON-EFFECT OF WAIVER – CONTRACTOR'S or AQMD'S failure 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.
22. ATTORNEYS' FEES - In the event any action (including arbitration) 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.
23. FORCE MAJEURE - Neither AQMD 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 AQMD or CONTRACTOR.
24. 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.
25. 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.
26. DUPLICATE EXECUTION - This Contract is executed in duplicate. Each signed copy shall have the force and effect of an original.
27. 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 dispute shall be Los Angeles County, California.
28. PRECONTRACT 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 AQMD shall be liable for any amounts expended in anticipation of a formal Contract. If a formal Contract does result, precontract cost expenditures authorized by the Contract will be reimbursed in accordance with the cost schedule and payment provision of the Contract.

29. PREVAILING WAGES – **USE FOR PROJECTS WITH INFRASTRUCTURE** CONTRACTOR is alerted to the prevailing wage requirements of California Labor Code section 1770 et seq. Copies of the prevailing rate of per diem wages are on file at the AQMD's headquarters, of which shall be made available to any interested party on request. 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.
30. CHANGE TERMS - Changes to any part of this Contract must be requested in writing by CONTRACTOR, submitted to AQMD and approved by MSRC in accordance with MSRC policies and procedures. CONTRACTOR must make such request a minimum of 90 days prior to desired effective date of change. All modifications to this Contract shall be in writing and signed by both parties.
31. ENTIRE CONTRACT - This Contract represents the entire agreement between the parties hereto related to CONTRACTOR providing services to AQMD and 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 party against whom enforcement of such waiver, alteration, or modification is sought. The Statement of Work-Attachment 1, The Payment Schedule-Attachment 2, and Supporting Documentation-Attachment 3, are incorporated by reference herein and made a part hereof.
32. 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.

[The Remainder of this Page is Intentionally Left Blank]

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



**B. By:**

\_\_\_\_\_  
Dr. William A. Burke, Chairman, Governing Board

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

Name:  
Title:

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

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

ATTEST:  
Saundra McDaniel, Clerk of the Board

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

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

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

//MSRC06LocalGovtMatch  
Updated 8/19/05