



**South Coast
Air Quality Management District**

Contract No. **05038**
Moyer Program

This Contract consists of 15 pages.

1. **PARTIES** - The parties to this Contract are the South Coast Air Quality Management District (referred to here as "AQMD") whose address is 21865 Copley Drive, Diamond Bar, California 91765-4178, and the City of Redlands (referred to here as "CONTRACTOR") whose address is 35 Cajon Street, Suite 15A, Redlands, California 92373.

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. AQMD is authorized to enter into this Contract under California Health and Safety Code Section 40489. AQMD desires to contract with CONTRACTOR for services described in Attachment 1 - Statement of Work, attached hereto and made a part hereof. CONTRACTOR warrants that it is well-qualified and has the experience to provide such services on the terms set forth here.
- B. 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.
- C. All parties to this Contract have had the opportunity to have this contract reviewed by their attorney.
- D. CONTRACTOR agrees to obtain the required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions and pay all applicable fees.

3. **PERFORMANCE REQUIREMENTS**

- A. CONTRACTOR warrants that it holds all necessary and required licenses and permits to provide these services. CONTRACTOR further agrees to immediately notify AQMD in writing of any change in its licensing status.
- B. CONTRACTOR shall submit reports to AQMD as outlined in Attachment 1 - Statement of Work. All reports shall be submitted in an environmentally friendly format: recycled paper; stapled, not bound; black and white, double-sided print; and no three-ring, spiral, or plastic binders or cardstock covers. AQMD reserves the right to review, comment, and request changes to any report produced as a result of this Contract.
- C. CONTRACTOR shall perform all tasks set forth in Attachment 1 - Statement of Work, and shall not engage, during the term of this Contract, in any performance of work that is in direct or indirect conflict with duties and responsibilities set forth in Attachment 1 - Statement of Work.
- D. CONTRACTOR shall be responsible for exercising the degree of skill and care customarily required by accepted professional practices and procedures subject to AQMD'S final approval which AQMD will not unreasonably withhold. Any costs incurred due to the failure to meet the foregoing standards, or otherwise defective services which require re-performance, as directed by AQMD, shall be the responsibility of CONTRACTOR. CONTRACTOR'S failure to achieve the performance goals and objectives stated in Attachment 1- Statement of Work, is not a basis for requesting re-performance unless work conducted by CONTRACTOR is deemed by AQMD to have failed the foregoing standards of performance.
- E. CONTRACTOR shall ensure, through its contracts with any subcontractor(s), that employees and agents performing under this Contract shall abide by the requirements set forth in this Clause.

4. TERM - The term of this Contract is from the date of execution by both parties to May 30, 2010, unless further extended by amendment of this Contract in writing. No work shall commence until this Contract is fully executed by all parties.
5. 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 failure shall constitute a breach of the Contract. The nonbreaching party shall either 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 Clause 16. The nonbreaching party reserves all rights under law and equity to enforce this Contract and recover any damages. AQMD reserves the right to terminate this Contract at any time for nonbreach, and for the convenience of AQMD for any reason judged sufficient by AQMD. 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.
6. EARLY TERMINATION – This Contract may be terminated prior to completion of the term period upon 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. CONTRACTOR shall submit written documentation supporting any basis for early termination for the approval of AQMD.
7. REIMBURSEMENT FOR EARLY TERMINATION – CONTRACTOR is obligated through this Contract to acquire and operate subject vessels as well as provide reports to AQMD for a period of five years. Should CONTRACTOR desire to terminate this Contract prior to the end date for reasons other than those stated in Clause 6, CONTRACTOR shall reimburse AQMD for a prorated share of the funds provided under this Contract.

The prorated share for which CONTRACTOR shall be liable shall be 100% if the termination occurs within one (1) year of contract execution; 80% if termination occurs between years one (1) and two (2); 60% between years two (2) and three (3); 40% between years three (3) and four (4); 20% between years four (4) and five (5); and 0% after year five (5). The reimbursable amount shall be paid to AQMD within sixty (60) days of termination date. CONTRACTOR shall not be responsible for any reimbursement to AQMD if termination results from one or more of the reasons set forth in Clause 6. Nothing in this Clause entitles CONTRACTOR to payment in the event of breach.
8. ALTERNATIVE FUEL USE – The purpose of this project is to reduce emissions from heavy-duty vehicles through the use of alternative fuels. To achieve this purpose, CONTRACTOR agrees to utilize liquid natural gas, as specified in the Statement of Work, and the LNG vehicles for the duration of this Contract and the life of the subject vehicles. For the entire term of this Contract, CONTRACTOR shall use alternative fuel at least 75% of the annual mileage or engine hours of operation within the geographical bounds of the AQMD. In the case of a dual fuel vehicle, CONTRACTOR agrees to demonstrate use of alternative fuel over 75% of the vehicle operating cycle, and 75% of the annual mileage or engine hours. Exception to these

requirements are vehicle(s) out of service for an extended period because of accident or repair or unavailability of fuel. CONTRACTOR is required to provide data regarding vehicle mileage accumulation and fuel purchased as part of the quarterly and annual reports.

9. INSURANCE

- A. CONTRACTOR shall furnish evidence to AQMD of workers' compensation insurance for each of its employees, and the employees of all subcontractors, in accordance with either California or other applicable statutory requirements prior to commencement of any work on this Contract.
- B. CONTRACTOR shall furnish evidence to AQMD of liability insurance with a combined single limit (general and automotive) of One Hundred Thousand Dollars (\$100,000) 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 any modification of any such insurance shall be given by CONTRACTOR to AQMD and such modifications are subject to pre-approval by AQMD.
- C. 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.
- D. All insurance certificates should be mailed to: AQMD Risk Management, 21865 East Copley Drive, Diamond Bar, CA 91765-4182. Include the AQMD Contract Number on the face of the certificate.
- E. 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.

10. INDEMNIFICATION - CONTRACTOR agrees to hold harmless, indemnify, and defend 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 as a result of the performance of this Contract.

11. PAYMENT

- A. AQMD shall reimburse CONTRACTOR in an amount not to exceed Twenty Three Thousand Seven Hundred Sixty Two Dollars (\$23,762), as provided in Attachment 2 to this Contract, upon written proof of vehicle or equipment delivery, acceptance of the vehicle or equipment, and placement of the vehicles or equipment into service. Payment shall be based on invoices for the actual cost of the vehicles and/or equipment, engine retrofit, or engine repower costs, including cost of fueling system and installation labor.
- B. Reimbursement under this Contract shall occur within thirty (30) business days upon written proof of vehicle delivery, acceptance of the vehicle and placement of the vehicles into service. Each invoice must be prepared in duplicate, on company letterhead, and list AQMD'S Contract number, period covered by invoice, and CONTRACTOR's Employer Identification Number and submitted to: South Coast Air Quality Management District, Attn: Carl Moyer Contract Administrator, Technology Advancement.
- C. Funding for this Contract is contingent upon receipt of funds from the California Air Resources Board for non-infrastructure contracts and receipt of funds from the California Energy Commission for infrastructure contracts

12. USE OF VEHICLE AND EQUIPMENT IN BASIN
A. CONTRACTOR shall accrue at least 75% of each vehicle's annual mileage or engine hours of operation within the geographical bounds of AQMD. Information included in the annual reports required under this Contract will be used to verify this usage.
13. MOBILE SOURCE EMISSION REDUCTION CREDITS (MSERCs) - No MSERCs resulting from Carl Moyer Program funded projects may be generated and/or sold. All validated emission reductions shall be applied toward the State Implementation Plan (SIP) attainment demonstration. All emission reductions, created as a result, in whole or in part, from the expenditure of Carl Moyer funds shall be owned wholly by AQMD, shall not be converted into tradable credits, and shall be used for the sole purpose of meeting the attainment schedule contained in the applicable SIP.
14. REQUIREMENTS SURVIVING THE TERM OF THE CONTRACT - The annual reporting requirements under this Contract shall survive the expiration of the Contract and continue in full force and effect until a total of five (5) consecutive years of operational data, as specified in Paragraph 2 of Attachment 1A, has been reported to AQMD. The five-year requirement begins once all vehicles and/or equipment has been placed in service. Notwithstanding the expiration of this Contract, CONTRACTOR also agrees to make operational information for the vehicles and/or equipment available upon reasonable notice to AQMD staff and operate the vehicles and/or equipment in the South Coast Air Basin during the operational life of the vehicles and/or equipment as set forth in Task 2.2 of the Statement of Work.
15. INTELLECTUAL PROPERTY RIGHTS - Title and full ownership rights to any software, documents, or reports developed under this Contract shall at all times remain with AQMD. Such material is agreed to be AQMD'S proprietary information.
A. Rights of Technical Data - AQMD shall have the unlimited right to use technical data, including material designated as a trade secret, resulting from the performance of services by CONTRACTOR under this Contract. CONTRACTOR shall have the right to use data for its own benefit.
B. Copyright - CONTRACTOR agrees to grant AQMD a royalty free, nonexclusive, irrevocable license to produce, translate, publish, use, and dispose of all copyrightable material first produced or composed in the performance of this Contract.
16. 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. Notice shall be given by certified, express, or registered mail, return receipt requested, and shall be effective as of the date of receipt indicated on the return receipt card.

AQMD: South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, CA 91765-4178
Attn: Carl Moyer Contract Administrator, Technology Advancement

CONTRACTOR: City of Redlands
35 Cajon Street, Suite 15A
Redlands, CA 92373
Attn: Gary Van Dorst, Solid Waste Manager

17. EMPLOYEES OF CONTRACTOR

- A. AQMD reserves the right to review the resumes of any of CONTRACTOR'S employees, and/or employees of any subcontractors selected to perform the work specified here and to disapprove CONTRACTOR'S choices. 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, its officers, employees, agents, representatives or subcontractors shall in no sense be considered employees or agents of AQMD, 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 AQMD to its employees.

18. CONFIDENTIALITY - It is expressly understood and agreed that AQMD may designate in a conspicuous manner the information which CONTRACTOR obtains from AQMD as confidential and CONTRACTOR agrees to:

- A. Observe complete confidentiality with respect to such information, including without limitation, agreeing not to disclose or otherwise permit access to such information by any other person or entity in any manner whatsoever, except that such disclosure or access shall be permitted to employees of CONTRACTOR requiring access in fulfillment of the services provided under this Contract.
- B. Ensure that CONTRACTOR'S officers, employees, agents, representatives, and independent contractors are informed of the confidential nature of such information and to assure by agreement or otherwise that they are prohibited from copying or revealing, for any purpose whatsoever, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this Clause.
- C. Not use such information or any part thereof in the performance of services to others or for the benefit of others in any form whatsoever whether gratuitously or for valuable consideration, except as permitted under this Contract.
- D. Notify AQMD promptly and in writing of the circumstances surrounding any possession, use, or knowledge of such information or any part thereof by any person or entity other than those authorized by this Clause.
- E. Take at CONTRACTOR'S expense, but at AQMD'S option and in any event under AQMD'S control, any legal action necessary to prevent unauthorized use of such information by any third party or entity which has gained access to such information at least in part due to the fault of CONTRACTOR.
- F. Take any and all other actions necessary or desirable to assure such continued confidentiality and protection of such information.
- G. Prevent access to such by any person or entity not authorized under this Contract.
- H. Establish specific procedures in order to fulfill the obligations of this Clause.
- I. Notwithstanding the above, nothing herein is intended to abrogate or modify the provisions of Government Code Section 6250 et.seq. (Public Records Act).

19. PUBLICATION

- A. AQMD shall have the right of prior written approval of any document which shall be disseminated to the public by CONTRACTOR in which CONTRACTOR utilized information obtained from AQMD in connection with performance under this Contract.
- B. Information, data, documents, or reports developed by CONTRACTOR for AQMD, pursuant to this Contract, shall be part of AQMD'S public record unless otherwise indicated. CONTRACTOR may use or

publish, at its own expense, such information provided to AQMD. The following acknowledgment of support and disclaimer must appear in each publication of materials, whether copyrighted or not, based upon or developed under this Contract.

"This report was prepared as a result of work sponsored, paid for, in whole or in part, by the South Coast Air Quality Management AQMD (AQMD). The opinions, findings, conclusions, and recommendations are those of the author and do not necessarily represent the views of AQMD. AQMD, its officers, employees, contractors, and subcontractors make no warranty, expressed or implied, and assume no legal liability for the information in this report. AQMD has not approved or disapproved this report, nor has AQMD passed upon the accuracy or adequacy of the information contained herein."

C. CONTRACTOR shall inform its officers, employees, and subcontractors involved in the performance of this Contract of the restrictions contained herein and require compliance with the above.

20. 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 or mental disability 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.
21. 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.
22. NON-EFFECT OF WAIVER - The failure of CONTRACTOR or AQMD 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.
23. ATTORNEYS' FEES - In the event any action is filed in connection with the enforcement or interpretation of this Contract, each party shall bear its own attorneys' fees and costs.
24. 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.
25. 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.

26. 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.
27. DUPLICATE EXECUTION - This Contract is executed in duplicate. Each signed copy shall have the force and effect of an original.
28. 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.
29. 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.
 - B. Notwithstanding Clause A above, CONTRACTOR, in the performance of this Contract, shall not discriminate against any person in violation of 8 USC Section 1324b.
 - C. CONTRACTOR shall retain such documentation for all covered employees for the period described by law. CONTRACTOR shall indemnify, defend, and hold harmless AQMD, its officers and employees from employer sanctions and other liability which may be assessed against CONTRACTOR or AQMD, 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.
30. APPROVAL OF SUBCONTRACTS
- A. If CONTRACTOR intends to subcontract a portion of the work under this Contract, written approval of the terms of the proposed subcontract(s) shall be obtained from AQMD's Executive Officer or designee prior to execution of the subcontract. No subcontract charges will be reimbursed unless such approval has been obtained.
 - B. Any material changes to the subcontract(s) that affect the scope of work, deliverable schedule, and/or cost schedule shall also require the written approval of the Executive Officer or designee prior to execution.
 - C. The sole purpose of AQMD's review is to insure that AQMD's contract rights have not been diminished in the subcontractor agreement. AQMD shall not supervise, direct, or have control over, or be responsible for, subcontractor's means, methods, techniques, work sequences or procedures or for the safety precautions and programs incident thereto, or for any failure of subcontractor to comply with any local, state, or federal laws, or rules or regulations.

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.

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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

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

Date: Dec 20, 2004

ATTEST:

Saundra McDaniel, Clerk of the Board

By: Saundra McDaniel

CITY OF REDLANDS

By: Susan Pepler
Susan Pepler, Mayor

Date: Dec. 7. 2004

Attest:

By: Lorrie Poyzer
Lorrie Poyzer, City Clerk

APPROVED AS TO FORM:

Barbara Baird, District Counsel

By: Barbara Baird

//Moyer
06March2003

ATTACHMENT 1

STATEMENT OF WORK CITY OF REDLANDS FY 2002-03 CARL MOYER PROGRAM PROPOSITION 40 FUND

The purpose of this contract is to reduce emissions from municipal fleet vehicles through the purchase of 3 new LNG refuse trucks. Project emissions reductions were calculated using an eight-year life.

CONTRACTOR agrees to purchase 3 new LNG refuse trucks, with CARB certified engines at 1.8 gr/bhp-hr NOx + NMHC, for deployment in its fleet. Tasks necessary to implement this intent are as follows:

Task 1: Procurement of Vehicles

- 1.1 CONTRACTOR shall provide documentation of procurement of 3 new LNG refuse trucks. This documentation shall include, at a minimum, identification of engine manufacturer; price of the engine including any taxes, delivery fees and other costs; identification of the engine make, model, and model year.

Task 2: Operation of Vehicles

- 2.1 CONTRACTOR shall place 3 new LNG refuse trucks into regular service and shall inform the AQMD where the vehicles are garaged in the Basin.
- 2.2 CONTRACTOR agrees to operate 3 new LNG refuse trucks for a minimum of eight years and for 75% of the mileage or operational hours within the Basin. CONTRACTOR agrees to make operational information for the vehicles available, upon reasonable notice, to AQMD staff during the life of the vehicles. This information shall include annual miles driven and amount of fuel consumed.
- 2.3 CONTRACTOR shall provide identification and description of where the vehicles will be fueled. CONTRACTOR shall provide evidence of fueling capability at its own site or provide evidence of a contractual relationship with a fuel provider who is capable of fueling the vehicles.

Task 3: Reporting

- 3.1 CONTRACTOR shall provide quarterly reports, annual reports, and a 2-page summary report as described in the Deliverables, Attachment 1A.

PROJECT MILESTONES
CITY OF REDLANDS
FY 2002-03 CARL MOYER PROGRAM
PROPOSITION 40 FUND

<u>Milestone</u>	<u>Due Date</u>
Documentation of Purchase Order	November 30, 2004
Identification and Description of Refueling Site	November 30, 2004
Vehicle Delivery and Acceptance Completed	April 30, 2005
Vehicle in Service	May 30, 2005
Quarterly Progress Reports Due	December 2004 March 30, 2005 June 30, 2005
Annual Project Progress Reports Due	May 30, 2006 - 2010
2-Page Project Summary Due	May 30, 2010

ATTACHMENT 1A

DELIVERABLES CITY OF REDLANDS FY 2002-03 CARL MOYER PROGRAM PROPOSITION 40 FUND

In addition to the deliverables set forth in the above-referenced statement of work, CONTRACTOR shall supply the following reports to the AQMD under this Contract. Each submitted report shall be stapled, not bound, printed in black ink, double-sided type, on an 8-1/2 by 11 inch page, and shall include camera-ready originals.

1. Two stapled copies of each quarterly progress report due by the 20th day of each month following the reporting period. CONTRACTOR shall submit two copies of each progress report to AQMD's Carl Moyer Contract Administrator-Technology Advancement, in conjunction with any applicable invoice for the same period. Quarterly reports are required until all vehicles are placed into regular operating service. Each progress report shall include, but not be limited to, the following:
 - a. Reference to AQMD contract number and title of project.
 - b. Reporting time period (months, year).
 - c. Description of work completed during the reporting period, including a discussion of problems encountered and how those problems were resolved; and other relevant activities. Include information such as:
 - Accumulated hours, mileage and fuel consumed per vehicle in service during the reporting period.
 - Amount of fuel purchased during the reporting period to fuel vehicles subject to this contract.
 - Discussion of vehicle performance, including operational performance and repairs and maintenance performed.
2. Two stapled copies of an annual report, to be submitted annually for the term of the agreement. This document shall be considered in the public domain, in conformance with the California Public Records Act (Government Code Section 6250 et seq.). The annual report shall include, but not be limited to, the following:
 - a. Reference to AQMD contract number and title of project.
 - b. Color photographs in a digital format, such as .ppt, .tif, .jpg on a CD or sent electronically, of:
 - The vehicle or vehicles funded by the Carl Moyer Program.
 - The fueling site used by the vehicles.
 - c. A description of the operation of the vehicles, including:
 - Accumulated hours of operation per vehicle in service during the reporting period, and the percentage of the total annual accumulated hours operated within the AQMD boundaries.
 - Amount of fuel purchased during the reporting period.
 - Discussion of vehicle performance, including operational performance and repairs and maintenance performed.
 - d. Problems - a discussion of significant problems encountered during the year and how they were resolved.
3. At the completion of the contract term, CONTRACTOR shall submit a 2-page project synopsis. Attachment 3 to this contract provides the format and content to be used for this synopsis. In addition to a hard copy of this synopsis, CONTRACTOR shall provide the synopsis in an electronic version, using Microsoft WORD. All color photographs and images shall be embedded within the synopsis and provided separately in digital format, such as .ppt, .tif, or .jpg, on a CD or sent electronically.

ATTACHMENT 2

**PAYMENT SCHEDULE
CITY OF REDLANDS
FY 2002-03 CARL MOYER PROGRAM
PROPOSITION 40 FUND**

CONTRACTOR shall be reimbursed for the difference in purchase price between a new LNG refuse truck and a similar conventionally fueled vehicle. The differential cost shall not exceed \$7,921 per vehicle. All invoices must be accompanied by supporting documentation, including vehicle invoices, and a written report documenting delivery, acceptance and placement into service.

**Maximum Differential Cost
Per Vehicle to be Reimbursed
By AQMD Carl Moyer Program**

Number of Vehicles

Total Cost

\$7,920.67

3

\$23,762

Total contract not-to-exceed

\$23,762

AQMD Contract #

Date of Publication (as month year)

Project Title

Contractor

Prime contractor and significant subcontractors.

Cosponsors

List cosponsors from highest contributor to lowest.

Project Officer

AQMD project manager name

Background

This section is a brief introduction describing the need for the technology and/or clean fuel, as defined by rules and regulations / mandates of AQMD, ARB, EPA, DOE, etc. If applicable, describe other relevant factors, such as economic issues, energy savings, etc.

Project Objective

This section should briefly describe the project objectives as originally stated in the Board (or EO) letter. If the objective evolved significantly during the contracting procedure, it should be noted how and why.

Technology Description

This section describes the general principles of operation and emissions control approach of the technology and/or clean fuel involved in the project.

If applicable, discuss how the principle of operation differs from other, currently available equipment. This includes describing what the "advancement" actually is over currently available technologies.

Status

This section describes the status or progress of the project. If the project was completed, provide the

date of completion and note that the final report is on file with complete technical details of the project. Describe major project events, such as the development / testing / delivery of hardware (if applicable). If the project was terminated or ended prematurely you still need to file this report. Regardless of how it ended, per SB 199 you must describe any unanticipated problems that were encountered during the project, and how they were (or were not) resolved. If "fatal" problems were encountered, this section will be the heart of the report, since it would be unlikely that major benefits or emissions reductions were realized in a terminated project.

Picture of technology that has been supported with AQMD/Technology Advancement cosponsorship, if applicable. The picture, preferably a photograph, should clearly illustrate the technology. The size of the image should be about 3x3 to fit this two column format. The picture of the technology should be positioned on the front page

Results

This section summarizes all available emissions results and key performance characteristics. Performance is meant in the broadest terms, including (as applicable) emissions, energy efficiency, operation and maintenance requirements, overall environmental impacts, and performance tradeoffs. The primary emphasis of this section is the presentation of project data.

Performance results should be summarized using clear, graphical depictions whenever possible:

Graph or table summarizing key performance characteristics. Graphs are preferred over tables when possible. Graphical data presented should show the most representative data of the project's/technology's performance. One graph would be preferred, but no more than two data presentations in this document.

Measured performance is to be compared with the objectives/goals set for the project. Comparisons should focus on targeted emissions reductions and/or other key performance goals (e.g. range for electric vehicles).

There should also be a brief discussion of performance tradeoffs. That is, did achieving one performance characteristic goal, such as emissions, compromise another performance characteristic, such as efficiency.

Benefits

This section crystallizes the above-noted performance characteristics into project benefits, e.g., reduced emissions, increased efficiency, reduced global warming gases, or other environmental benefits. The potential emissions inventory impact of this technology applied in the South Coast Air Basin must be estimated based on performance results of this project and some estimate of market penetration (concisely state assumptions).

It clearly describes how those actual benefits compare with the benefits that were anticipated at the project's start. Be as detailed as possible, including discussion of overall environmental impacts and benefits. Address the question of whether the technology may reduce an air pollutant while improving (or worsening) problems with water pollution, solid waste, global warming, toxic emissions, etc.

Project Costs

This brief section describes the actual costs of the program (AQMD's funding contribution as well as the overall cost sharing) and how they compare with the originally projected costs of the project as stated in the Board (or EO) letter. Cost information can be presented graphically, in a table, or in paragraph form. This section does not address cost effectiveness or cost of commercialization.

Commercialization and Applications

This section describes the anticipated or potential applications of the demonstrated technology and/or clean fuel. If applicable, discuss follow on projects to further improve the technology. If available or applicable, discuss expected costs of control and cost-effectiveness in the context of

currently available technologies. Cost data should be noted as estimates or projections, especially since TA projects are often "first of a kind."

Prospects for commercialization should include a discussion of the potential size of the target or primary market, and if there is another market segment or application that could use the technology. Discussion of the commercial status of the technology should address questions such as: (1) how close to a commercial product is it; (2) what work remains to bring it to market; (3) when could it be made commercially available and competitive; and (4) what barriers remain before the technology can be commercialized.