



**South Coast
Air Quality Management District**

35716

Contract No. 20352
Carl Moyer Program

This Contract consists of 23 pages.

1. PARTIES

The parties to this contract ("Contract") are the South Coast Air Quality Management District (referred to here as "SCAQMD") whose address is 21865 Copley Drive, Diamond Bar, California 91765-4178, and the City of Long Beach (referred to here as "CONTRACTOR") whose address is 411 West Ocean Boulevard, Long Beach, California 90802.

2. RECITALS

- A. SCAQMD is the local agency with primary responsibility for regulating stationary source air pollution within the geographical boundaries of the South Coast Air Quality Management District in the State of California. SCAQMD is authorized to enter into this Contract under California Health and Safety Code Section 40489. This Carl Moyer Program-funded Contract will provide funding for eligible Equipment in order to generate cost-effective (if applicable) and surplus air emission reductions within the geographical boundaries of the South Coast Air Quality Management District. Accordingly, the parties desire to enter into this Contract for the project described in Attachment 1 - Statement of Work, attached here and made a part here by reference.
- 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. "Equipment," as used in this Contract, means the equipment described in Attachment 1 - Statement of Work and funded in whole or in part by the Carl Moyer Program, which may include, but is not limited to, trucks, engines, marine vessels, retrofit devices, infrastructure, cargo handling equipment and/or locomotives, as applicable.

3. PERFORMANCE REQUIREMENTS

- A. CONTRACTOR agrees to obtain and maintain the required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions and pay all applicable fees. CONTRACTOR further agrees to immediately notify SCAQMD in writing of any change in its licensing status which has a material impact on the CONTRACTOR's performance under this Contract.
- B. CONTRACTOR shall submit reports to SCAQMD as outlined in Attachment 1 - Statement of Work. Unless otherwise stated herein, 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. SCAQMD 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 CONTRACTOR represents and warrants that it has no business, professional, personal or other interest that would conflict in any manner or degree with the performance of its obligations under this Contract. If any such actual or potential conflict of interest arises during the term of this Contract, CONTRACTOR shall immediately inform SCAQMD in writing, and SCAQMD may, in its sole judgment, terminate this Contract immediately upon written notice to CONTRACTOR.

D. CONTRACTOR shall require its subcontractors to abide by the requirements set forth in this Contract.

4. TERM

The term of this Contract is from the last date of execution by the parties, which is the effective date of this Contract, to March 31, 2036, unless further extended by amendment of this Contract in writing. Except as otherwise provided herein, no work shall commence until this Contract is fully executed by all parties. CONTRACTOR assumes all financial risk and is in no way guaranteed Carl Moyer Program funds for work done prior to the effective date of this Contract. The Contract term above encompasses both the project completion and project implementation periods, as described below, to ensure that the SCAQMD and the California Air Resources Board ("CARB") can fully enforce the terms of this Contract during the life of this Carl Moyer Program-funded project.

- A. Project Completion - Project completion is the time frame starting with the date of Contract execution by both parties to the date the project post-inspection confirms that the project has become operational. This includes the time period when the Equipment described in Attachment 1 - Statement of Work is ordered, delivered and installed.
- B. Project Implementation - The project implementation time frame is the second part of the Contract term and equals the project life, which is the number of years that the Equipment must operate as specified in the Attachment 1 - Statement of Work to obtain surplus emissions reductions that are cost-effective. CONTRACTOR is required to operate and maintain the Carl Moyer Program-funded Equipment according to the terms of this Contract for the full project implementation period.

5. TIME PERIOD FOR CONTRACT EXECUTION

This Contract must be signed by the CONTRACTOR and received by SCAQMD within sixty (60) days from the receipt of the Contract by the CONTRACTOR. Failure to timely sign and return the Contract to SCAQMD may result in the withdrawal of the award. Time is of the essence in executing this Contract.

6. TERMINATION

- A. CONTRACTOR's failure to comply with any term or condition of this Contract shall constitute a material breach of this Contract. The SCAQMD will either notify the CONTRACTOR that it must timely cure this breach, or provide ten (10) days' written notification of SCAQMD's intention to terminate this Contract. The SCAQMD reserves all rights under law and equity to enforce this Contract or to recover damages.
- B. SCAQMD reserves the right to terminate this Contract, in whole or in part without cause upon thirty (30) days' written notice. Once such notice has been given, CONTRACTOR shall, except as otherwise directed by SCAQMD, discontinue any work being performed under this Contract and cancel all of CONTRACTOR'S orders in connection with such work, and shall use its best efforts to terminate existing subcontracts upon terms satisfactory to the SCAQMD. Thereafter, CONTRACTOR shall perform only such services as may be necessary to preserve and protect any work already in progress and to dispose of any property as requested by SCAQMD. CONTRACTOR shall also promptly deliver to SCAQMD all copies of documentation and other information and data prepared or developed by CONTRACTOR under this Contract. CONTRACTOR will be paid in accordance with this Contract for work performed before the effective date of termination.
- C. Should CONTRACTOR terminate this Contract in whole or in part prior to the completion of the Contract term, such as in the event of an accident resulting in total loss of the Equipment or where

the Equipment has been stolen, CONTRACTOR shall notify the SCAQMD within 10 business days and must submit written documentation to SCAQMD, such as police and/or insurance reports as well as any other information requested by SCAQMD. CONTRACTOR will, at the discretion of SCAQMD, be responsible either for returning to SCAQMD a pro-rated share of the funds already paid under the Contract, in an amount to be determined by SCAQMD, or for providing a substitute equipment that meets the specifications of the replacement or repowered Equipment as described in the Attachment 1 - Statement of Work.

7. STOP WORK

SCAQMD may, at any time, by written notice to CONTRACTOR, require CONTRACTOR to stop all or any part of the work tasks in this Contract. A stop work order may be issued for reasons including, but not limited to, the project exceeding the budget, out of scope work, delay in project schedule, or misrepresentations. Upon receipt of the stop work order, CONTRACTOR shall immediately take all necessary steps to comply with the order. CONTRACTOR shall resume the work only upon receipt of written instructions from SCAQMD cancelling the stop work order. CONTRACTOR agrees and understands that CONTRACTOR will not be paid for performing work while the stop work order is in effect, unless SCAQMD agrees to do so in its written cancellation of the stop work order.

8. INSURANCE

- A. CONTRACTOR shall furnish evidence to SCAQMD of workers' compensation insurance for each of its employees, in accordance with either California or other states' applicable statutory requirements prior to commencement of any work on this Contract.
- B. CONTRACTOR shall furnish evidence to SCAQMD of general liability insurance with a limit of at least \$1,000,000 per occurrence, and \$2,000,000 in a general aggregate prior to commencement of any work on this Contract. SCAQMD must be named as an additional insured on any such liability policy, and thirty (30) days written notice prior to cancellation of any such insurance shall be given by CONTRACTOR to SCAQMD.
- C. CONTRACTOR shall furnish evidence to SCAQMD of automobile liability insurance with limits of at least \$100,000 per person and \$300,000 per accident for bodily injuries, and \$50,000 in property damage, or \$1,000,000 combined single limit for bodily injury or property damage, prior to commencement of any work on this Contract. SCAQMD must be named as an additional insured on any such liability policy, and thirty (30) days written notice prior to cancellation of any such insurance shall be given by CONTRACTOR to SCAQMD.
- D. If CONTRACTOR fails to maintain the required insurance coverage set forth above, SCAQMD reserves the right either to purchase such additional insurance and to deduct the cost thereof from any payments owed to CONTRACTOR or terminate this Contract for breach.
- E. All insurance certificates must be sent to SCAQMD Risk Management, by email (insurancecertificate@aqmd.gov) or by fax (909-396-3979). **The SCAQMD Contract Number must be included on the face of the certificate.**
- F. CONTRACTOR agrees to maintain the above required insurance as well as property insurance with sufficient limits to cover the loss of the Equipment. Property insurance may include deductibles at levels equivalent to those of all Equipment owned or leased by CONTRACTOR. 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. CONTRACTOR may provide evidence of self-insurance in lieu of evidence of insurance if CONTRACTOR maintains a

formal program of self-insurance. Failure to provide evidence of current coverage is grounds for termination for breach of Contract.

- G. If CONTRACTOR subcontracts all or part of the work under this Contract, CONTRACTOR shall require its subcontractors to comply with the above-mentioned insurance requirements and to name SCAQMD as an additional insured in the above-mentioned insurance policies.

9. INDEMNIFICATION

CONTRACTOR agrees to hold harmless, defend and indemnify SCAQMD, its officers, employees, agents, representatives, and successors-in-interest against any and all loss, damage, costs, lawsuits, claims, demands, causes of action, judgments, attorney's fees, or any other expenses arising from or related to any third party claim against SCAQMD, its officers, employees, agents, representatives, or successors in interest that arise or result in whole or in part, from any actual or alleged act or omission of CONTRACTOR, its employees, subcontractors, agents or representatives in the performance of this Contract. This Indemnification Clause shall survive the expiration or termination (for any reason) of the Contract and shall remain in full force and effect.

10. COMPLIANCE WITH CARL MOYER PROGRAM GUIDELINES

CONTRACTOR warrants that the project upon which this Contract is based complies, as applicable, with CARB's current Carl Moyer Program Guidelines, Advisories and Mail-Outs (collectively, "CMP Guidelines"), which are incorporated herein by reference, and which include, but are not limited to, the following:

- A. The project described in the Statement of Work is not required by any local, state and/or federal rule or regulation, memorandum of understanding/agreement, settlement agreement, mitigation requirement, or other legal mandate.
- B. The low emissions technology used in the project has been certified or verified by CARB and meets the applicable NOx, PM and/or ROG requirements, or if it has not been certified/verified by CARB, the low emissions technology has been approved by CARB on a case-by-case basis.
- C. Rights to the emission reductions generated by the project must not be claimed by any participant as emission reduction credits or be used under any emission averaging banking and trading program. In addition, rights to the emission reductions may not be claimed by the engine or equipment manufacturer in any flexibility or "early introduction" incentive program.
- D. The Equipment must not have been ordered or purchased prior to the date of the SCAQMD Governing Board approval of the Contract award.
- E. For repowers and replacement projects, the existing (old) engine must be destroyed and rendered permanently unusable and irreparable. There must be no cannibalization of parts from the old engine. Destruction methods and requirements are specified in the Statement of Work and the CMP Guidelines.
- F. For repower projects, the installation of the engine must be completed in a manner such that it does not void the engine warranty provided by the manufacturer and any remaining warranty provided by the equipment manufacturer.
- G. In signing this Contract, CONTRACTOR certifies that its fleet and Equipment are in compliance with all applicable federal state, and local air quality rules and regulations at the time of Contract execution, and that it will maintain compliance for the full Contract term. CONTRACTOR shall ensure that the provisions of this clause are included in all subcontracts.

- H. The project must be included when defining the size of the CONTRACTOR's fleet for determining regulatory requirements.
- I. Throughout the Contract term, the project must not be used to generate credits or compliance extensions, and must be excluded when determining regulatory compliance.

11. NO LEASE-TO-OWN AGREEMENTS

CONTRACTOR may not enter into any lease-to-own agreements for any Equipment funded in whole or in part under this Contract. Failure to comply with this provision shall result in CONTRACTOR returning some or all of the Contract funds, as determined by SCAQMD at its sole discretion. CONTRACTOR shall ensure that the provisions of this clause are included in all subcontracts.

12. COMPLIANCE WITH APPLICABLE LAWS

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

13. VIOLATION OF LABOR LAWS

CONTRACTOR shall promptly notify SCAQMD in writing if CONTRACTOR has been found by a court or federal or state agency to have violated labor laws. CONTRACTOR shall complete a yearly certification in which CONTRACTOR shall either state it has not been found by a court or federal or state agency to have violated labor laws or, if such violations have been found, CONTRACTOR shall give SCAQMD details about those violations in the certification. If CONTRACTOR has previously provided that information to the SCAQMD, it shall reattach that previous notification to the certification and provide any additional details about those violations that have not previously been provided. CONTRACTOR's yearly certification shall be due at the same time as the annual progress report(s) set forth in Attachment 1A of The Statement of Work. SCAQMD reserves the right to terminate this Contract upon such a finding, and CONTRACTOR shall, at SCAQMD's request, return any and all Contract funds, as determined by SCAQMD. CONTRACTOR shall ensure that the provisions of this clause are included in all subcontracts.

14. INCORPORATION OF CARL MOYER PROGRAM APPLICATION

CONTRACTOR'S application for the project funded under this Contract is hereby incorporated by reference and made a part of this Contract. In the event of a conflict between the terms and conditions of this Contract and CONTRACTOR's application, this Contract shall govern.

15. MAINTENANCE

CONTRACTOR shall maintain the Equipment in accordance with the manufacturer's specifications for the project life. Tampering with the engine is strictly prohibited. CONTRACTOR is responsible for maintaining a working hour meter or other SCAQMD-approved measuring device to track Equipment usage for projects that use hours of operation as a means of calculating emission reductions and cost-effectiveness. If the hour meter/usage device fails, CONTRACTOR must immediately notify SCAQMD, and CONTRACTOR remains responsible for validating any hours not recorded by the hour meter/usage device. The CONTRACTOR must either repair or replace the non-operating meter/device or provide other documentation of Equipment operating hours acceptable to SCAQMD.

16. RECORDS RETENTION, ON-SITE INSPECTIONS AND AUDIT

- A. CONTRACTOR agrees to the following Records Retention Period: maintain records related to this Contract during the Contract term and continue to retain these records for a period of three years beyond the Contract term.
- B. SCAQMD, CARB, or its designee(s), shall have the right to conduct on-site inspections of the project and to audit records related to this Contract during the Records Retention Period. CONTRACTOR agrees to include a similar right for these agencies to conduct on-site inspections and audits in any related subcontract.
- C. If an amount is found to be inappropriately expended, CONTRACTOR shall reimburse SCAQMD, or SCAQMD may withhold payment from CONTRACTOR, as applicable, in the amount equal to the amount which was inappropriately expended. Such withholding or reimbursement shall not be construed as SCAQMD's sole remedy and shall not relieve CONTRACTOR of its obligation to perform under the terms of this Contract.

17. INSPECTIONS

- A. A Pre-Inspection shall be conducted by the SCAQMD on all existing (old) equipment (including engines and vehicles) prior to any work commencing under this Contract. SCAQMD must verify that CONTRACTOR has met all requirements of the Carl Moyer Program regarding eligibility of the existing equipment. This includes documentation of the type of equipment, operational condition, mileage, vehicle and engine identification. This Contract may be modified or terminated based upon the results of the Pre-Inspection should the SCAQMD determine that: the existing equipment is non-operational; does not match the information submitted for analysis (i.e. vehicle make, model, model-year, engine type, horsepower, model year, etc.); or other factors exist that would not result in calculated real, quantifiable, and surplus emission reductions. For fleets owned or operated by public agencies, SCAQMD may conduct the Pre-Inspection by requiring the public agency to provide documentation to verify that all requirements of the Carl Moyer Program regarding eligibility of existing equipment/vehicles/engines are met. It is the responsibility of the CONTRACTOR to contact SCAQMD and arrange a Pre-Inspection of the existing equipment, and to confirm with SCAQMD that the equipment has been pre-inspected and is eligible to participate in the Carl Moyer Program.
- B. A Post-Inspection shall be conducted by the SCAQMD after receipt of the invoice from the CONTRACTOR. SCAQMD must verify that CONTRACTOR has met all requirements of the Carl Moyer Program. Final payment will not be made unless the SCAQMD verifies that: the Equipment, retrofit device or engine listed in the Statement of Work has/have been installed; that the Equipment is operational; and, where applicable, that the replaced engine(s) or vehicle(s) has/have been destroyed and rendered useless and there is no evidence of cannibalization of parts from the old engine(s). For fleets owned or operated by public agencies, SCAQMD may conduct the Post-Inspection through a statistically significant random sample of the vehicles, where the project under this Contract consists of more than twenty (20) vehicles.

18. MONITORING AND ENFORCEMENT

CONTRACTOR agrees to operate the Equipment according to the terms of this Contract, including the CMP Guidelines, and to cooperate with SCAQMD and CARB in implementation, monitoring, enforcement, and other efforts to assure the emission benefits are real, quantifiable, surplus, and enforceable. CONTRACTOR also understands and agrees that in addition to SCAQMD, CARB, as an intended third-party beneficiary of this Contract, also has the right to enforce the terms of this Contract

to ensure emission reductions are generated. SCAQMD and CARB will seek whatever legal, equitable and other remedies are available for CONTRACTOR's failure to comply with the terms of this Contract, including the CMP Guidelines.

19. REPORTING REQUIREMENTS

CONTRACTOR shall submit reports in accordance with Attachments 1, 1A and 1B, attached here and incorporated herein by reference. Non-compliance with the reporting requirements of this Contract may result in the implementation of on-site monitoring by the SCAQMD, in addition to any other remedies available to the SCAQMD.

20. SUCCESSORS-IN-INTEREST

This Contract shall be binding on and inure to the benefit of each party's heirs, executors, administrators, successors, and assigns.

21. EQUIPMENT USAGE

- A. At least 24 months of documented and verified historic usage is required for the baseline engine, such as miles traveled, hours operated, or fuel consumed, and in this case usage is not required to be in the contract. If this information is not available, SCAQMD may estimate the usage for the old engine and the estimated usage must be included in the Contract.
- B. The percentage of each Equipment's annual mileage or engine hours of operation that must be accrued within the geographical boundaries of the South Coast Air Quality Management District, shall be in accordance with Attachment 1 - Statement of Work. Information included in the annual reports required under this Contract will be used to verify this usage.
- C. CONTRACTOR is prohibited from removing the Equipment from service in California during the term of this Contract, unless the Equipment becomes inoperable, is rendered a total loss in an accident, or is stolen, in accordance with the requirements set forth in sub-Clause 6.C. through mechanical failure of components or systems, and cannot be repaired or replaced, and such failure is not caused by CONTRACTOR'S negligence, misuse, or malfeasance; or if the Equipment is stolen, or is damaged beyond repair or replacement due to accident, theft or vandalism, also in accordance with the requirements set forth in sub-Clause 6.C. and as confirmed by a police report and/or an insurance determination of loss due to accident, theft or vandalism. CONTRACTOR shall notify SCAQMD within 10 business days if the Equipment is removed from service in California.
- D. If the Equipment usage reported in the annual report does not meet the usage specified in Attachment 1 - Statement of Work, the SCAQMD will flag the project. SCAQMD will take appropriate action to ensure the usage requirement is met, which may include, but is not limited to, recapturing funds in an amount proportional to the unmet usage or extending the project life.

22. FUNDS FROM OTHER SOURCES

- A. In signing this Contract, CONTRACTOR certifies that it has disclosed all other funding sources that it applied for or received for the project described in the Statement of Work. CONTRACTOR must notify SCAQMD of additional sources of funding received for the total cost of the project, including any sources that become available after contract execution.
- B. CONTRACTOR agrees that failure to disclose shall, at a minimum, result in disqualification from receiving funding for that project, the recapture of funds, and may result in CONTRACTOR being banned from submitting future applications to any and all Carl Moyer Program solicitations.
- C. CONTRACTOR shall return any grant funds it has received in excess of the total project cost.

- D. CONTRACTOR certifies that no emission reductions generated by this project shall be used as marketable emission reduction credits, or to offset any emission reduction obligation of any person or entity.
- E. The total amount of public funds received by CONTRACTOR for the same project during the term of this Contract must not exceed eighty-five (85) percent of the project cost. If the total amount of public funds exceeds eighty-five percent, CONTRACTOR shall return sufficient amounts to SCAQMD to decrease the total amount of public funds funding the same project to eighty-five percent.

23. PAYMENT

- A. SCAQMD will reimburse CONTRACTOR an amount not-to-exceed One Million One Hundred Forty-Five Thousand Three Dollars (\$1,145,003) in accordance with Attachment 2, Payment Schedule, attached here and incorporated herein by reference.
- B. Payment may be made directly to the vendor upon submission of an itemized invoice from the CONTRACTOR requesting that such direct payment be made. If the purchase is being financed, CONTRACTOR may choose to have the payment sent directly to the financing company, or provide SCAQMD with proof of payment to the financing company in order for CONTRACTOR to be reimbursed. Payments made under this Contract must be used to reduce the principal owed for the Equipment.
- C. Before any payment can be made, CONTRACTOR must submit itemized invoices and the Post-Inspection pursuant to Clause 17.B. must indicate that the project is operational. The itemized invoices must include enough detail to ensure that only eligible project costs are paid, in accordance with the CMP Guidelines. Each invoice must be prepared in duplicate, on company letterhead, and list SCAQMD's Contract number, period covered by invoice, and CONTRACTOR's Social Security Number or Employer Identification Number and submitted to: South Coast Air Quality Management District, Attn: Carl Moyer Contract Administrator, Technology Advancement, 21865 Copley Drive, Diamond Bar, CA 91765-4178.
- D. Payment under this Contract is contingent upon receipt of funds from CARB.
- E. SCAQMD may de-obligate from the Contract funds that remain unexpended as required in the Contract upon thirty (30) days' written notice to CONTRACTOR. CONTRACTOR to initial here acknowledging consent to de-obligation of non-expended funding. _____

24. SECURITY INTEREST

CONTRACTOR hereby grants SCAQMD a security interest in any and all Equipment purchased in whole or in part with funding provided by SCAQMD pursuant to this Contract. CONTRACTOR acknowledges and agrees that SCAQMD shall have all lien rights as a secured creditor on any and all equipment purchased in whole or in part by the CONTRACTOR under this Contract or any amendments thereto. The SCAQMD shall have lien rights in effect until the CONTRACTOR satisfies all terms under the Contract, including but not limited to, the use and reporting requirements. **Accordingly, CONTRACTOR further agrees that SCAQMD is authorized to file a UCC filing statement or similar security instrument to secure its interests in the Equipment that is the subject of the Contract.** In the event CONTRACTOR files for bankruptcy protection, CONTRACTOR shall notify SCAQMD within 10 business days of such filing.

25. MOBILE SOURCE EMISSION REDUCTION CREDITS

No emission reductions generated by Carl Moyer Program-funded projects may be used as marketable emission reduction credits, or to offset any emission reduction obligation of any person or entity. All

validated emission reductions shall be applied toward the State Implementation Plan (SIP) attainment demonstration. All emission reductions generated from the expenditure of Carl Moyer funds may not be converted into tradable credits, and shall be used for the sole purpose of meeting the attainment schedule contained in the applicable SIP. This provision does not apply to infrastructure projects that generate credits in the Low Carbon Fuel Standard program.

26. INTELLECTUAL PROPERTY RIGHTS

Title and full ownership rights to any intellectual property developed under this Contract shall at all time remain with SCAQMD. Such material is agreed to be SCAQMD's proprietary information.

- A. Rights of Technical Data - SCAQMD 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 SCAQMD 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.

27. NOTICES

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

SCAQMD: South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, CA 91765-4178
Attn: Fan Xu, email: FXu@aqmd.gov

CONTRACTOR: City of Long Beach
411 W. Ocean Blvd.
Long Beach, CA 90802
Attn: Tom Modica, email: tom.modica@longbeach.gov

28. INDEPENDENT CONTRACTOR

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

CONTRACTOR's or subcontractor's means, methods, techniques, work sequences or procedures or for the safety precautions and programs incident thereto, or for any failure by them to comply with any local, state, or federal laws, or rules or regulations, including state minimum wage laws and OSHA requirements. CONTRACTOR shall promptly notify SCAQMD of any material changes to subcontracts that affect the Contract's scope of work, deliverable schedule, and/or payment/cost schedule.

29. PUBLICATION

- A. SCAQMD 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 SCAQMD in connection with performance under this Contract.
- B. Information, data, documents, photographs or reports developed by CONTRACTOR for SCAQMD, pursuant to this Contract, shall be part of SCAQMD's public record unless otherwise indicated. CONTRACTOR may use or publish, at its own expense, such information provided to SCAQMD. 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 District (SCAQMD). The opinions, findings, conclusions, and recommendations are those of the author and do not necessarily represent the views of SCAQMD. SCAQMD, its officers, employees, contractors, and subcontractors make no warranty, expressed or implied, and assume no legal liability for the information in this report. SCAQMD has not approved or disapproved this report, nor has SCAQMD passed upon the accuracy or adequacy of the information contained herein."

30. NON-DISCRIMINATION

In the performance of this Contract, CONTRACTOR shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, sex, sexual orientation, age, mental status, medical condition, physical or mental disability, or allow unlawful denial of family and medical care leave, denial of pregnancy disability leave, or reasonable accommodations. CONTRACTOR 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.

31. ASSIGNMENT AND TRANSFER OF EQUIPMENT

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

32. NON-EFFECT OF WAIVER

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

33. 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.

34. FORCE MAJEURE

A party shall not 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 party's reasonable control.

35. 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.

36. 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.

37. COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute together one and the same instrument.

38. 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.

39. CITIZENSHIP AND ALIEN STATUS

A. CONTRACTOR warrants that it fully complies with all laws regarding the employment of aliens and others, and that its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). CONTRACTOR shall obtain from all covered employees performing services hereunder all verification and other documentation of employees' eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. CONTRACTOR shall have a continuing obligation to verify and document the continuing employment authorization and authorized alien status of employees

performing services under this Contract to insure continued compliance with all federal statutes and regulations. Notwithstanding the above, CONTRACTOR, in the performance of this Contract, shall not discriminate against any person in violation of 8 USC Section 1324b.

- B. CONTRACTOR shall retain such documentation for all covered employees for the period described by law. CONTRACTOR shall indemnify, defend, and hold harmless SCAQMD, its officers and employees from employer sanctions and other liability which may be assessed against CONTRACTOR or SCAQMD, or both in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

40. SUBCONTRACTOR APPROVAL

If CONTRACTOR intends to subcontract all or a portion of the work under this Contract, then CONTRACTOR must first obtain written approval from SCAQMD's Executive Officer or designee prior to subcontracting any work. Such prior approval applies only to subcontractors not already included in Attachment 1, Statement of Work. Any material changes to the subcontract(s) that affect the scope of work, deliverable schedule, and/or payment/cost schedule shall also require the prior written approval of the Executive Officer or designee. No subcontract charges will be reimbursed unless the required approvals have been obtained from SCAQMD.

41. TAX IMPLICATIONS FROM RECEIPT OF CARL MOYER PROGRAM FUNDS

CONTRACTOR is advised to consult a tax attorney regarding potential tax implications from receipt of funds under the Carl Moyer Program.

42. DISCLAIMER OF WARRANTY

The decision to participate in the Carl Moyer Program and to purchase Program-eligible Equipment is CONTRACTOR's decision. **SCAQMD does not make any express or implied warranty of merchantability, fitness for a particular purpose or otherwise, quality or usefulness of the technology or Equipment.** SCAQMD will not be financially responsible or otherwise liable for the installation or performance of the Equipment.

43. ENTIRE CONTRACT

This Contract represents the entire agreement between CONTRACTOR and SCAQMD. There are no understandings, representations, or warranties of any kind except as expressly set forth herein. No waiver, alteration, or modification of any of the provisions herein shall be binding on any party unless in writing and signed by the authorized representative of the party against whom enforcement of such waiver, alteration, or modification is sought.

44. 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 HAS BEEN 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

CITY OF LONG BEACH

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

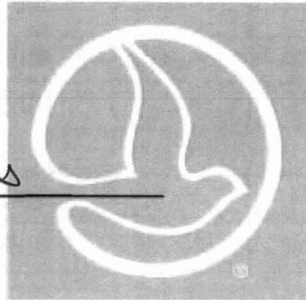
By: Genda F. Jackson
Name: Asst. City Manager
Title: EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

Date: 11/18/2020

Date: October 10, 2020

ATTEST:
Faye Thomas, Clerk of the Board

By: Faye Thomas



APPROVED AS TO FORM AND RETURNED
[Signature], 20____
CHARLES PARKIN, City Attorney

By _____
RICHARD ANTHONY
DEPUTY CITY ATTORNEY

APPROVED AS TO FORM:
Bayron T. Gilchrist, General Counsel

By: Barbara Baird

APPROVED AS TO FORM AND RETURNED
[Signature] 10-7, 2020
CHARLES PARKIN, City Attorney

By _____
RICHARD ANTHONY
DEPUTY CITY ATTORNEY

//Moyer Boilerplate
Updated: May 1, 2020, September 1, 2020

ATTACHMENT 1

**STATEMENT OF WORK
CITY OF LONG BEACH
FY 2018-2019 CARL MOYER PROGRAM**

The purpose of this Contract is to reduce emissions from the replacement or repower of an older on-road, heavy-duty vehicle with a low or zero emission vehicle or engine, as specified in Table 1.

Table 1: Project Information

Project Type	Old Vehicle		Specifications for Replacement Vehicle*				
	Unit #	VIN	GVWR	Engine Intended Service Class	Required NOx Level ** (g/bhp-hr)	Required PM Level** (g/bhp-hr)	% Operation in SCAQMD Jurisdiction
Replacement	353	1F9FD38T43CST2105	≥33,001	HHD	0.2	0.01	95%
Replacement	10347	4P1CT02E7TA000502	≥33,001	HHD	0.2	0.01	95%
Replacement	10364	4P1CA02E9SA000554	≥33,001	HHD	0.2	0.01	95%
Replacement	10365	4P1CA02E2SA000556	≥33,001	HHD	0.2	0.01	95%
Replacement	10366	4P1CA02EXSA000563	≥33,001	HHD	0.2	0.01	95%
Replacement	10367	4P1CA02E7SA000567	≥33,001	HHD	0.2	0.01	95%
Replacement	10376	1F9E028T11CST2044	≥33,001	HHD	0.2	0.01	95%
Replacement	10377	1F9E028T81CST2042	≥33,001	HHD	0.2	0.01	95%
Replacement	10378	1F9E028T21CST2036	≥33,001	HHD	0.2	0.01	95%
Replacement	10379	1F9E028T31CST2045	≥33,001	HHD	0.2	0.01	95%
Replacement	10381	1F9E029T71CST2033	≥33,001	HHD	0.2	0.01	95%
Replacement	10382	1F9E028T01CST2035	≥33,001	HHD	0.2	0.01	95%
Replacement	10282	1FDWE45F33HB29416	14,001-19,500	LHD	0.2	0.01	95%
Replacement	10291	3D6WC66L69G558279	14,001-19,500	LHD	0.2	0.01	95%
Replacement	10292	3D6WC66L29G558280	14,001-19,500	LHD	0.2	0.01	95%
Replacement	10293	3D6WC66L89G558283	14,001-19,500	LHD	0.2	0.01	95%
Replacement	10294	3D6WC66L49G558278	14,001-19,500	LHD	0.2	0.01	95%
Replacement	10295	3D6WC66L69G558282	14,001-19,500	LHD	0.2	0.01	95%

*Engine model year must be 2019 or newer

**Based on CARB Executive Order

Task 1: Inspections

- 1.1 CONTRACTOR shall make each old vehicle/engine identified in Table 1 available to SCAQMD staff for a pre-inspection prior to any work commencing to implement this Contract in accordance with the Inspections Clause in this Contract. All vehicles must be roadworthy and in operational condition. CONTRACTOR shall provide access to all vehicle identification numbers, engine serial numbers and other application information to verify eligibility of vehicles and engines.
- 1.2 For replacement projects, CONTRACTOR or dealer shall notify the SCAQMD in writing when the old vehicle is ready for the pre-dismantle inspection. Upon notification by CONTRACTOR or dealer, the SCAQMD will conduct the required pre-dismantle inspection to verify the vehicle is in similar condition as found in the pre-inspection and has not been stripped of parts in accordance with the Carl Moyer Program Guidelines. (Note: To improve program efficiency, CONTRACTOR or dealer shall make every effort to coordinate the pre-dismantle inspection at the same time as the post-inspection for the replacement vehicle/engine).
- 1.3 CONTRACTOR shall ensure each old vehicle/engine identified in Table 1 is delivered to an SCAQMD-approved dismantler within 60 calendar days after receipt by the dealer. If CONTRACTOR elects to take the old vehicle/engine directly to an SCAQMD-approved dismantler, then the old vehicle/engine must be delivered to the dismantler within 60 calendar days after receiving the replacement or repowered vehicle.
- 1.4 CONTRACTOR or dealer shall notify the SCAQMD in writing upon delivery of the old vehicle/engine to an SCAQMD-approved dismantler. Upon notification, the SCAQMD will conduct the required dismantle inspection to verify the frame rails were completely severed and the engine was destroyed in accordance with the Carl Moyer Program Guidelines.
- 1.5 CONTRACTOR shall make each replacement or repowered vehicle identified in Table 1 available to SCAQMD staff for a post-inspection in accordance with the Inspections Clause of this Contract.

Task 2: Procurement of Vehicle(s)

- 2.1 CONTRACTOR shall provide documentation of procurement of vehicle(s) with engines that meet the emission standards specified in Table 1. This documentation shall include, at a minimum, an itemized invoice, including identification of any taxes, delivery fees and other costs, with sufficient details to ensure that only completed and eligible projects costs are reimbursed, identification of other sources and amounts of funding (if any), and vehicle identification information including but not limited to vehicle make, model, model year and fuel type; warranty coverage and a copy of the CARB Executive Order for the procured vehicle/engine. This documentation shall be submitted to SCAQMD at the time of invoice submittal.

- 2.2 Notwithstanding the above requirement, CONTRACTOR is responsible for determining that the vehicle or engine to be purchased complies with all applicable federal, state, and local air quality rules and regulations. The replacement or repowered vehicle must be equipped with an engine that is certified by CARB to the emission levels specified in Table 1. Replacement electric vehicles and non-combustion hybrid vehicle must have a CARB approval letter confirming the vehicle does not emit any vehicle exhaust emissions or fuel-based evaporative emissions. For repower projects, prototype testing results must be provided to SCAQMD showing that the testing complied with the engine manufacturer quality assurance process that is equivalent to an Original Equipment Manufacturer (OEM) package.
- 2.3 If CONTRACTOR determines that it will be unable to procure or install the vehicle or engine identified in Table 1, CONTRACTOR shall inform SCAQMD in writing as soon as possible so that SCAQMD may re-evaluate the project and determine if an amendment to the Contract is needed.
- 2.4 In accordance with the Termination Clause of this Contract, in the event of an accident resulting in total loss of the vehicle or where the vehicle has been stolen, CONTRACTOR will, at the discretion of SCAQMD, be responsible either for returning to SCAQMD a pro-rated share of the funds already paid under the Contract, in an amount to be determined by SCAQMD, or for providing a substitute vehicle that meets the specification of the replacement vehicle specified in Table 1. The substitute vehicle cannot have more miles than would have been accumulated based on the mileage used to determine the funding amount, or no more than 600,000 miles for HHD vehicles, 350,000 miles for MHD vehicles, and 250,000 miles for LHD vehicles.

Task 3: Operation of Vehicle(s)

- 3.1 CONTRACTOR shall place the replacement or repowered vehicle(s) that meet above mentioned emission standards into regular operating service and shall inform the SCAQMD where the vehicle is domiciled within the geographical boundaries of the South Coast Air Quality Management District.
- 3.2 CONTRACTOR agrees to operate the replacement or repowered vehicle within the geographical boundaries of the South Coast Air Quality Management District for the percentage of time specified in Table 1 based on annual usage, and at least 51% of the annual usage must be in California during the project life.
- 3.3 CONTRACTOR agrees to make operational information for the vehicle(s) identified in Table 1 available, upon reasonable notice, to SCAQMD or CARB staff during the life of the project. This information may include annual mileage or the amount of fuel consumed.
- 3.4 The expected usage of the vehicle and annual emission reductions are specified in Table 2 below.

Table 2 – Annual Usage and Emission Reductions

Old Vehicle Unit#	Annual Usage (miles) *	Total Annual Weighted Surplus Emission Reductions (tons/year)	Project Life
353	4,594	0.08	14
10347	4,141	0.12	14
10364	4,209	0.12	14
10365	3,793	0.11	14
10366	4,450	0.13	14
10367	3,285	0.09	14
10376	22,584	0.88	14
10377	3,944	0.11	14
10378	6,229	0.18	14
10379	8,873	0.27	14
10381	4,087	0.11	14
10382	8,315	0.25	14
10282	7,091	0.08	14
10291	13,154	0.06	14
10292	9,655	0.04	14
10293	27,646	0.12	14
10294	20,318	0.09	14
10295	18,681	0.08	14

*The expected emission reductions from this project were based on 24 months of historical usage data provided by the applicant. The annual usage for this project will be monitored by SCAQMD to verify that the expected emission reductions are achieved. If the average annual usage over a 3-year period falls below 70% of the usage level specified in Table 2, the SCAQMD may, at its discretion, consider taking action to address the underutilization.

- 3.5 CONTRACTOR shall also correct any outstanding CARB equipment violations associated with the owner's entire fleet(s) prior to Contract execution and throughout the project life. Projects funded under this Contract cannot be used to generate credits or compliance extension and must be included when defining the size of the fleet for determining regulatory requirements.
- 3.6 CONTRACTOR agrees to permanently display one SCAQMD decal in a prominent location on each vehicle purchased pursuant to this Contract. Decals will be provided by SCAQMD upon notification that each subject vehicle and/or station becomes operational. CONTRACTOR shall maintain the decal for the life of the equipment subject to this Contract. Should any decal become damaged, faded, or otherwise unreadable, CONTRACTOR shall request a replacement decal from SCAQMD and apply the new decal in the same or other prominent location. SCAQMD shall not be responsible for damage to paint or other surfaces arising from application or removal of decals.

Task 4: Destruction of Existing Vehicle(s)

- 4.1 CONTRACTOR shall ensure the old vehicle(s) or engine(s) identified in Table 1 are delivered to an SCAQMD-approved dismantler within 60 calendar days after receipt by the dealer. If CONTRACTOR elects to take the old vehicle/engine directly to an SCAQMD-approved dismantler, then the old vehicle/engine must be delivered to the dismantler within 60 calendar days after receiving the replacement or repowered vehicle.
- 4.2 CONTRACTOR will be required to provide documentation verifying the old vehicle/engine was delivered to an SCAQMD-approved dismantler. If CONTRACTOR turns in the old vehicle/engine to a dealer, then the dealer must certify that they have delivered the old vehicle/engine to an SCAQMD-approved dismantler within 60 days.
- 4.3 CONTRACTOR shall ensure the old vehicle/engine is scrapped by the DMV-licensed SCAQMD-approved dismantler within 60 calendar days upon receipt by the dismantler.
- 4.4 CONTRACTOR shall not use any of the funding under this Contract to cover costs associated with transporting the vehicle to a dismantler or the dismantling of the old vehicle(s).
- 4.5 Dismantler shall completely sever the frame rails of the old vehicle and puncture an irregularly shaped hole with a diameter at least three inches at the narrowest point of the engine block to ensure that the vehicle will not be used again. Dismantler shall file a "Non-Repairable Vehicle Certificate" with DMV using an "Application for Salvage Certification or Non-Repairable Vehicle Certification" (REG 488C), or a Notice of Acquisition/Report of Vehicle To Be Dismantled (REG 42) ensuring the VIN can never be registered again in California. Within 90 calendar days of dismantle inspection date, the dismantler must provide verification to SCAQMD that the existing vehicle has been registered with DMV as non-revivable with a type transaction code (TTC) L10 or C26 on the DMV reconciliation transaction receipt or other DMV documentation that satisfies this requirement.

- 4.6 Dismantler shall take the following photographs and provide to the SCAQMD within 10 business days of destroying the vehicle:
- (1) Vehicle from left side
 - (2) Vehicle from right side
 - (3) Vehicle from front
 - (4) Vehicle from back
 - (5) VIN tag – inside vehicle or on frame rail
 - (6) License plate
 - (7) Odometer reading
 - (8) Completely severed frame rails
 - (9) Left and right side of destroyed engine block either in-frame or out
 - (10) Engine Serial Number (ESN) – either tag or stamp on block
 - (11) Hole in engine block (a hole must be put in the engine block with a diameter of at least three inches at the narrowest point. The hole must be irregularly shaped)

Task 5: Reporting

- 5.1 CONTRACTOR shall provide annual reports, as described in the Deliverables, Attachment 1B.

ATTACHMENT 1A
PROJECT MILESTONES
CITY OF LONG BEACH
FY 2018-2019 CARL MOYER PROGRAM

<u>Milestone</u>	<u>Due Date</u>
Submittal of Purchase Order	March 1, 2021
Delivery & Acceptance Completed	September 30, 2021
All Vehicles In-Service & Post-Inspections Completed	September 30, 2021
Invoices Due No Later Than	September 30, 2021
Annual Project Progress Reports and Annual Certification Regarding Labor Law Violations	December 31, 2022 December 31, 2023 December 31, 2024 December 31, 2025 December 31, 2026 December 31, 2027 December 31, 2028 December 31, 2029 December 31, 2030 December 31, 2031 December 31, 2032 December 31, 2033 December 31, 2034 December 31, 2035

ATTACHMENT 1B
DELIVERABLES
CITY OF LONG BEACH
FY 2018-2019 CARL MOYER PROGRAM

In addition to the deliverables set forth in the above-referenced Statement of Work, CONTRACTOR shall supply the following reports (using Attachment 3 Annual Report Form) to the SCAQMD 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 an annual report, to be submitted annually for the term of the Contract. 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 SCAQMD Contract number and title of project.
 - b. A description of the funded vehicles, including:
 - Unit ID#
 - Vehicle Identification Number (VIN)
 - Vehicle make and model
 - Engine make, model, horsepower, and serial number.
 - c. A description of the operation of the vehicles, including:
 - Estimated percentage of time the vehicle has been operated in California
 - Vehicle miles traveled during the report period (including the date the odometer reading was taken and the annual miles traveled).
 - 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.

ATTACHMENT 2

**PAYMENT SCHEDULE
CITY OF LONG BEACH
FY 2018-2019 CARL MOYER PROGRAM
COMMUNITY AIR PROTECTION SB 856 FUND (77)**

CONTRACTOR shall be reimbursed up to the amount outlined in Table 3 below for each replacement or repowered vehicle, as applicable. For each vehicle, SCAQMD payment shall not exceed the eligible costs of each vehicle or the amounts identified in Table 3 below, whichever is less. CONTRACTOR will be reimbursed after passing a post-inspection, submitting all the required documents for payment, including invoices, proof of payment and destruction, and verification of delivery, acceptance and placement into service. Payment will not be made if CONTRACTOR has any outstanding CARB violations associated with the CONTRACTOR's entire fleet(s) or is not in compliance with all applicable federal, state, and local air quality rules and regulations.

Table 3 – Maximum Reimbursement Amount

Old Vehicle Unit#	Maximum Award Amount	Funding Source
353	\$31,912	Fund 77 – Community Air Protection
10347	\$45,529	Fund 77 – Community Air Protection
10364	\$46,526	Fund 77 – Community Air Protection
10365	\$41,464	Fund 77 – Community Air Protection
10366	\$49,506	Fund 77 – Community Air Protection
10367	\$35,422	Fund 77 – Community Air Protection
10376	\$342,249	Fund 77 – Community Air Protection
10377	\$43,021	Fund 77 – Community Air Protection
10378	\$71,196	Fund 77 – Community Air Protection
10379	\$106,762	Fund 77 – Community Air Protection
10381	\$44,723	Fund 77 – Community Air Protection
10382	\$98,987	Fund 77 – Community Air Protection
10282	\$30,190	Fund 77 – Community Air Protection
10291	\$23,162	Fund 77 – Community Air Protection
10292	\$17,000	Fund 77 – Community Air Protection
10293	\$48,682	Fund 77 – Community Air Protection
10294	\$35,777	Fund 77 – Community Air Protection
10295	\$32,895	Fund 77 – Community Air Protection

Total Contract Not-To-Exceed: \$ 1,145,003

Attachment 3

Carl Moyer On-Road Project Annual Report Form

SCAQMD Contract Number:		Reporting Period: Start Date:		End Date:			
Title of Project:							
Name / Company:				Contact Name:			
Business Phone:		Cell Phone:		Email Address:			
Address:							
Vehicles Information							
Unit ID#	Vehicle Identification Number(VIN)	Vehicle Make	Vehicle Model	Engine Make	Engine Model	HP	Engine Serial Number(ESN)
Vehicles Operational Information							
Unit ID#	Estimated % Operation in CA	Miles Traveled during the Report Period (miles)	Odometer Reading	Date Odometer Reading was Recorded	(Optional) Fuel Usage during the Report Period(gal)		
<p>1. Please indicate how the vehicle(s) was/were performing during this reporting period including any repairs and maintenance performed:</p> <p>_____</p> <p>_____</p> <p>2. Please describe if the vehicle(s) encountered significant problems during this report period and how were the problems resolved:</p> <p>_____</p> <p>_____</p>							
<p>I certify to the best of my knowledge that the information provided is true and correct.</p> <p>Name / Title of Person Completing Report Form (Print) _____</p> <p>Signature _____ Date _____</p>							