

ATTACHMENT 1

**STATEMENT OF WORK
NAME OF CONTRACTOR**

The purpose of this Contract is to reduce emissions by retrofitting a diesel truck(s) with a CARB-verified Level 3 diesel emission control device. The selected retrofit device must be verified by CARB to provide at least 85 percent reduction in diesel PM emissions. Accordingly, CONTRACTOR agrees to retrofit the diesel truck(s) identified in Table 1 below with a CARB-verified Level 3 diesel emission control device. This truck retrofit project shall be subject to the terms and conditions set forth in Tasks 1 through 5 of this Attachment, the due dates specified in Attachment 1A, as well as all other provisions of the Contract. The project is expected to generate emissions reductions as identified in Table 1 below.

ESTIMATED TOTAL PROJECT COST \$

MAXIMUM CONTRACT AWARD \$

Table 1: Approved Project List

Project ID	Old Truck		Retrofitted Truck					
	Last 7 Digits of VIN (Old Truck)	Engine MY (Old Truck)	CARB-Verified Retrofit Device	Future Annual CA Vehicle Miles Traveled	Expected Total PM Reductions (lbs.)	% Operation in CA*	Prop 1B Award Per Vehicle (\$)	Project Life (years)
			Level 3					

* All retrofitted trucks funded by the AQMD Proposition 1B – Goods Movement Program shall operate in California for 100% of the time, unless Table 1 specifies at least 90% operation in California for the retrofitted truck. Retrofitted trucks that are allowed to operate outside of California must operate in California for at least 90% of the time, and dual plate and out-of-state registrations are prohibited, except for trucks that carry goods across the California/Mexico border and are required to be dual plated (California/Mexico only).

ATTACHMENT 1 (CONT.)

PROJECT REQUIREMENTS:

Tasks necessary to implement this project are as follows:

Task 1: Inspections

- 1.1 CONTRACTOR shall make all equipment/vehicle(s)/engine(s) that are to be retrofitted available to AQMD staff or its designee(s) for inspection prior to the retrofit device installation in accordance with Clause 15 of this Contract.
- 1.2 CONTRACTOR shall be disqualified from grant funds if the pre-inspection by AQMD reveals a discrepancy with the application submitted by CONTRACTOR that would affect the project's ranking or eligibility status with respect to the Program Guidelines.
- 1.3 CONTRACTOR shall make all equipment/vehicle(s)/engine(s) available to AQMD staff for inspection after retrofit device installation in accordance with Clause 15 of this Contract.
- 1.4 CONTRACTOR shall not place a Purchase Order or accept delivery of the retrofit device(s) until notification of a satisfactory completion of the pre-inspection by AQMD as described in Task 1.1.

Task 2: Procurement of Retrofit Device

- 2.1 After receipt of the notice pursuant to Task 1.4, CONTRACTOR shall procure the retrofit device identified in Table 1 to meet the required level of emission reductions (Level 3) as verified by CARB.
- 2.2 CONTRACTOR shall provide documentation of procurement and installation of each retrofit device meeting the above-mentioned CARB verification level. This documentation shall include, at a minimum, the CARB Executive Order showing that the device is a CARB-verified Level 3 diesel emission control device; identification of the retrofit device manufacturer; family name, product serial number and month and year of manufacture, if available; detailed breakdown of costs between parts and labor verifying purchase and installation of the retrofit device, including any taxes, delivery fees and other costs; and identification of the engine make, model, model year, engine family number and fuel type. A copy of the installation record or warranty card as completed by the installer shall also be included. This documentation shall be submitted to AQMD at the time of invoice submittal.

Task 3: Global Positioning System Electronic Monitoring Unit

- 3.1 CONTRACTOR shall install an on-board Electronic Monitoring Unit (EMU) on all new vehicle(s) at any time during the Contract term, if requested by the AQMD. EMU shall be installed pursuant to a separate contract between an EMU installation contractor and the AQMD or CARB.

Task 4: Operation of Retrofitted Vehicle(s)

- 4.1 CONTRACTOR shall place the retrofitted vehicle(s) meeting the above-mentioned CARB verification level into regular service and shall inform the AQMD where the vehicle(s) are based in California.
- 4.2 CONTRACTOR shall operate the retrofitted vehicle(s) within California for the minimum percentage of time specified in Table 1 during the project life as indicated in Table 1, and with at least 50% of the annual mileage within the four Trade Corridors, as identified in the Goods Movement Emission Reduction Program Guidelines.
- 4.3 CONTRACTOR shall provide operational information for the vehicle(s) sufficient to establish compliance with Task 4, upon reasonable notice, to AQMD or CARB staff.
- 4.4 CONTRACTOR shall continue to haul goods a majority of the time (>50%).
- 4.5 CONTRACTOR shall not remove any vehicle(s) from service in California during the term of this Contract.
- 4.6 All vehicle(s) funded under this Contract shall maintain California base-plated or California IRP registration at all times during the project life. Dual plate and out-of-state registrations are prohibited, except for trucks that have selected the 90% California option (see Table 1) and carry goods across the California/Mexico border and are required to be dual plated (California/Mexico only).
- 4.7 CONTRACTOR shall correct outstanding CARB equipment violations associated with the owner's entire fleet of vehicle(s) prior to contract execution and throughout the project life.

Task 5: Reporting

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

ATTACHMENT 1A

**PROJECT MILESTONES
NAME OF CONTRACTOR**

<u>Milestone</u>	<u>Due Date</u>
Contract Signed By Contractor <u>and</u> Received By AQMD	May 31, 2012
Complete Installation of All Retrofit Devices	December 7, 2012
Retrofitted Vehicle(s) in Service	December 7, 2012
Submittal of All Invoices Note: Post-Inspection must be completed prior to any invoices paid by AQMD	December 7, 2012
Annual Progress Reports	January 31, 2014 January 31, 2015 January 31, 2016* January 31, 2017*

*Only for Projects that have a project life of 4 years as indicated in Table 1.

ATTACHMENT 1B

DELIVERABLES NAME OF CONTRACTOR

CONTRACTOR shall submit annual progress reports (using Attachment 4 or other template that includes the required information) to the AQMD under this Contract after the equipment is placed into service. 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.

CONTRACTOR shall provide two stapled copies of each progress 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 for the equipment funded under this Contract:

- a. Reference to AQMD contract number, project number, and title of project.
- b. Name, address and phone number of the contact person.
- c. Proof of California registration for each piece of equipment. Either California base-plated registration or California IRP registration is acceptable. For retrofitted trucks that are allowed to operate up to 10% of the time outside of California (see Table 1), dual plate and out-of-state registrations are prohibited, except for trucks that carry goods across the California/Mexico border and are required to be dual plated (California/Mexico only).
- d. Proof of vehicle(s) insurance.
- e. A description of the operation of the equipment, including:
 - Current odometer reading and the date the odometer reading was taken.
 - Annual miles traveled per vehicle in service during the reporting period (including mileage/activity logs for documentation).
 - Percentage of annual miles traveled in each of the four trade corridors.
 - Discussion of vehicle performance, including any inspections, repairs and/or maintenance performed.
- f. Certification of % operated in California.
- g. Certification and documentation of at least 50% of travel within the four Trade Corridors, as identified in the Goods Movement Emission Reduction Program Guidelines.
- h. Certification that the vehicle funded was operated in accordance with signed contract and that all information submitted is true and accurate.
- i. Problems - a discussion of any significant problems encountered during the year and how they were resolved.

CONTRACTOR shall provide supporting documentation for any information in the annual report if requested by AQMD.

ATTACHMENT 2

PAYMENT SCHEDULE NAME OF CONTRACTOR

CONTRACTOR shall be reimbursed in an amount not to exceed the approved Grant Award, as defined in Clause 22, for the actual costs associated with purchase of the CARB-verified Level 3 diesel emission control device as specified in Attachment 1 – Table 1. The total cumulative amount of payments made under this Contract shall not exceed the Maximum Contract Award, as specified in Attachment 1.

CONTRACTOR shall submit an invoice for each retrofitted vehicle to the AQMD after a satisfactory post-inspection, as described in Clause 15 of this Contract.

- A. Invoices will not be paid by AQMD until after the satisfactory completion of a post-inspection pursuant to Clause 15 for each vehicle listed on the invoice and CONTRACTOR has demonstrated compliance with the Air Resources Board's Truck and Bus Regulation, California Code of Regulation Title 13 Section 2025.
- B. Payments under this Contract shall be sent to CONTRACTOR unless otherwise specified in the Contract or specifically requested by CONTRACTOR in writing. Grant funds shall only be used to offset the capital cost of the equipment and shall reduce the principal owed by the CONTRACTOR to purchase the equipment. Grant funds may only be used to reimburse equipment owners or other entities up to the amount of funds contributed in cash toward the purchase of the program-funded equipment. Equipment project funds shall not be applied toward administration cost.
- C. In addition to the information required in Clause 22.B., the invoice must also include the project number, the vehicle's vehicle identification number (VIN), price of the retrofit device(s) including any taxes, delivery fees and other costs, retrofit device manufacturer and model number, and device serial number.

ATTACHMENT 3

**South Coast Air Quality Management District
Annual Report Template**

Reporting Period: _____ Date: _____

Contractor Information
Contract Number:
Name:
Title:
Address:
Phone Number:

Project ID	Truck VIN	Vehicle License Plate Number	Total Annual Miles Traveled	Percentage of Annual Miles Traveled in Each Trade Corridors				% Operated in California	Current Odometer reading	Date of Odometer Reading Taken	This vehicle operated in accordance with signed contract (Yes/No)
				Bay Area (%)	Central Valley (%)	LA/Inland Empire (%)	San Diego/Border Region (%)				

Included: __ DMV Annual or Monthly Registration(s) and proof of Insurance

Discussion of vehicle performance: _____

I certify that the information provided above is true and correct.

Signature: _____ Date: _____