



AGENDA REPORT

Meeting Date: July 3, 2012

Item Number: G-14

From: Fred Simonson, Maintenance Operations Manager
Rene Biadoma, Fleet Manager

Subject: MODIFICATION TO THE LOCAL GOVERNMENT MATCH PROGRAM
CONTRACT BETWEEN THE SOUTH COAST AIR QUALITY
MANAGEMENT DISTRICT AND THE CITY OF BEVERLY HILLS

Attachment:

1. South Coast Air Quality Management District Contract No. **ML09033A** (Beverly Hills No. 34-11), Agreement No. 76-12
Modification Of Contract Forms And Description
2. Modification to Contract

RECOMMENDATION

Staff recommends that the City Council approve the modification to the agreement between the City of Beverly Hills and the South Coast Air Quality Management District (SCAQMD) for the substitution of two (2) refuse trucks for one (1) compressed natural gas (CNG) dump truck and one (1) CNG powered street sweeper. These substitutions are part of the ten CNG vehicles replacing large on-street diesel vehicles under the grant program. The value of the grant does not change.

INTRODUCTION

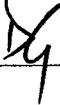
Approximately sixteen months ago, the City of Beverly Hills and the SCAQMD entered into an agreement with the SCAQMD for grant funding to assist with the purchase of 10 heavy-duty CNG-fueled vehicles and to install a CNG fueling station at the City Corporation yard. In March of this year, the City asked for and received an extension to meet the timelines established in the grant. Due to operational needs within the Public Works & Transportation Department, the City has requested and has been granted an additional modification substituting vehicles identified in the original grant approval.

DISCUSSION

Substitution of two trash trucks for a street sweeper and a dump truck aligns the Department with operational changes initiated in the City's street sweeping division and maintenance operations. The street sweeping operations now require only four sweepers, a reduction of one sweeper and the dump truck will not be replaced on its original schedule.

FISCAL IMPACT

Approval of this modified agreement has no fiscal impact on the City.



David Gustavson
Approved By

Attachment 1



LOCAL GOVERNMENT MATCH PROGRAM CONTRACT

1. **PARTIES** - The parties to this Contract are the South Coast Air Quality Management District (hereinafter referred to as "AQMD") whose address is 21865 Copley Drive, Diamond Bar, California 91765-4178, and the City of Beverly Hills (hereinafter referred to as "CONTRACTOR") whose address is 455 N. Rexford Drive, Beverly Hills, California, 90210.
2. **RECITALS**
 - A. AQMD is the local agency with primary responsibility for regulating stationary source air pollution within the geographical boundaries of the South Coast Air Quality Management District in the State of California (State). AQMD is authorized under State Health & Safety Code Section 44225 (Assembly Bill (AB) 2766) to levy a fee on motor vehicles for the purpose of reducing air pollution from such vehicles and to implement the California Clean Air Act.
 - B. Under AB 2766 the AQMD'S Governing Board has authorized the imposition of the statutorily set motor vehicle fee. By taking such action the State's Department of Motor Vehicles (DMV) is required to collect such fee and remit it periodically to AQMD.
 - C. AB 2766 further mandates that thirty (30) percent of such vehicle registration fees be placed by AQMD into a separate account for the sole purpose of implementing and monitoring programs to reduce air pollution from motor vehicles.
 - D. AB 2766 creates a regional Mobile Source Air Pollution Reduction Review Committee (MSRC) to develop a work program to fund projects from the separate account. Pursuant to approval of the work program by AQMD'S Governing Board, AQMD Board authorized a contract with CONTRACTOR for services described in Attachment 1 - Statement of Work, expressly incorporated herein by this reference and made a part hereof of this Contract.
 - E. CONTRACTOR has met the requirements for receipt of AB 2766 Discretionary Funds as set forth in CONTRACTOR'S Local Government Match Program Application dated March 24, 2009.
3. **DMV FEES** - CONTRACTOR acknowledges that AQMD cannot guarantee the amount of fees to be collected under AB 2766 will be sufficient to fund this Contract. CONTRACTOR further acknowledges that AQMD'S receipt of funds is contingent on the timely remittance by State's DMV. AQMD assumes no responsibility for the collection and remittance of motor vehicle registration fees by DMV to AQMD in a timely manner.
4. **AUDIT** - Additionally, CONTRACTOR shall, at least once every two years, or within two years of the termination of the Contract if the term is less than two years, be subject to an audit by AQMD or its authorized representative to determine if the revenues received by CONTRACTOR were spent for the reduction of pollution from Motor Vehicles pursuant to the Clean Air Act of 1988. AQMD shall coordinate such audit through CONTRACTOR'S audit staff. If an amount is found to be inappropriately expended, AQMD may withhold revenue from CONTRACTOR in the amount equal to the amount which was inappropriately expended. Such withholding shall not be construed as AQMD'S sole remedy and shall not relieve CONTRACTOR of its obligation to perform under the terms of this Contract.

5. REPORTING - CONTRACTOR shall submit reports to AQMD as outlined in Attachment 1 - Statement of Work. AQMD reserves the right to review, comment, and request changes to any report produced as a result of this Contract.
6. TERM - The term of this Contract is 74 months from the date of execution by both parties, unless terminated earlier as provided for in Clause 7 below entitled Termination, extended by amendment of this Contract in writing, or unless all work is completed and a final report is submitted and approved by AQMD prior to the termination date. No work shall commence prior to the Contract start date, except at CONTRACTOR'S cost and risk, and no charges are authorized until this Contract is fully executed. Upon written request and with adequate justification from CONTRACTOR, the MSRC Contracts Administrator may extend the Contract up to an additional six months at no additional cost. Term extensions greater than six months must be reviewed and approved by the MSRC.
7. TERMINATION - In the event any party fails to comply with any term or condition of this Contract, or fails to provide the services in the manner agreed upon by the parties, including, but not limited to, the requirements of Attachment 1 - Statement of Work, this shall constitute a material breach of the Contract. The nonbreaching party shall have the sole and exclusive option either to notify the breaching party that it must cure this breach within fifteen (15) days or provide written notification of its intention to terminate this Contract with thirty (30) day's written notice. Notification shall be provided in the manner set forth in Clause 16 below, entitled - Notices. Termination shall not be the exclusive remedy of the nonbreaching party. The nonbreaching party reserves the right to seek any and all remedies provided by law. AQMD will reimburse CONTRACTOR for actual costs incurred (not to exceed the total Contract value), including all noncancellable commitments incurred in performance of this Contract through the effective date of termination for any reason other than breach.
8. EARLY TERMINATION - This Contract may be terminated early due to any of the following circumstances:
 - A. The vehicles or equipment become inoperable through mechanical failure of components or systems directly related to the alternative fuel technology being utilized and such failure is not caused by CONTRACTOR'S negligence, misuse, or malfeasance.
 - B. The fueling station becomes inoperable, and is either not technically able to be repaired, or is too costly to repair, and such failure is not caused by CONTRACTOR's negligence, misuse, or malfeasance.
9. INSURANCE - CONTRACTOR represents that it is permissibly self-insured and will maintain such self-insurance in accordance with applicable provisions of California law throughout the term of this Contract. CONTRACTOR shall provide evidence of sufficient coverage during the term of this Contract and any extensions thereof that meet or exceed the minimum requirements set forth by the South Coast AQMD below. CONTRACTOR shall furnish certificate of self-insurance to: South Coast Air Quality Management District, Attn: Risk Management Office. **The AQMD Contract Number shall be included on the face of the certificate.** If CONTRACTOR fails to maintain the required insurance coverage, AQMD reserves the right to terminate the Contract or purchase such additional insurance and bill CONTRACTOR or deduct the cost thereof from any payments owed to CONTRACTOR. Minimum insurance coverages are as follows:
 - A. Worker's compensation insurance in accordance with either California or other state's applicable statutory requirements.

B. General Liability insurance with a limit of at least \$1,000,000 per occurrence, and \$2,000,000 in general aggregate.

C. Automobile Liability insurance with limits of at least \$100,000 per person and \$300,000 per accident for bodily injuries and \$50,000 in property damage, or \$1,000,000 combined single limit for bodily injury or property damage.

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

11. PAYMENT

A. AQMD shall pay CONTRACTOR a Firm Fixed Price of Five Hundred Fifty Thousand Dollars (\$550,000) upon completion of the project on a reimbursement basis. Any funds not expended upon early contract termination or contract completion shall revert to the AB 2766 Discretionary Fund. Payment of charges shall be made by AQMD to CONTRACTOR within thirty (30) days after approval by AQMD of an itemized invoice prepared and furnished by CONTRACTOR.

B. An invoice submitted to AQMD for payment must be prepared in duplicate, on company letterhead, and list AQMD'S contract number, period covered by invoice, and CONTRACTOR'S social security number or Employer Identification Number and submitted to:

South Coast Air Quality Management District

21865 Copley Drive

Diamond Bar, CA 91765-4178

Attn: Cynthia Ravenstein, MSRC Contract Administrator

C. No funds shall be paid out to CONTRACTOR pursuant to this Contract, until the project described in Attachments 1 and 2 is completed and proof of completion is provided to AQMD. If the project described in Attachments 1 and 2 is not completed and satisfactory proof of completion is not provided to AQMD, no monies shall be due and payable to CONTRACTOR. Proof of completion shall include a Final Report detailing the project goals and accomplishments.

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

E. The Firm Fixed Price amount of this Contract shall not exceed the total AB 2766 Funds applied to the project described in Attachments 1, 2, and 3 of this Contract.

F. If, at the completion of the Project described in Attachment 1, the vehicle expenditures and/or infrastructure expenditures are less than the Total Cost amount(s) contained in Attachment 2, the actual amount of AB 2766 Discretionary Funds reimbursed to CONTRACTOR shall be adjusted on a prorated basis as described in Attachment 2.

G. CONTRACTOR must submit final invoice no later than ninety (90) days after the termination date of this Contract or invoice may not be paid.

12. MOBILE SOURCE EMISSION REDUCTION CREDITS (MSERCs)

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

B. CONTRACTOR has the opportunity to generate MSERCs as a by-product of the project if a portion of the air quality benefits attributable to the project resulted from other funding sources. These MSERCs, which are issued by AQMD, are based upon the quantified vehicle miles traveled (VMT) by project vehicles or other activity data as appropriate. Therefore, a portion of prospective MSERCs, generated as a result of AB 2766 Funds, must be retired. The portion of prospective credits funded by the AB 2766 program, and which are subject to retirement, shall be referred to as "AB 2766-MSERCs."

C. The determination of AB 2766-MSERC's is to be prorated based upon the AB 2766 program's contribution to the cost associated with the air quality benefits. In the case where AB 2766 Discretionary Funds are used to pay for the full differential cost of a new alternative fuel vehicle or for the retrofitting or repowering of an existing vehicle, all MSERCs attributable to AB 2766 Discretionary Funds must be retired. The determination of AB 2766-MSERCs for infrastructure and other ancillary items is to be prorated based upon the AB 2766 program's contribution to the associated air quality benefits. Determination of the project's overall cost will be on a case-by-case basis at the time an MSERC application is submitted. AQMD staff, at the time an MSERC application is submitted, will calculate total MSERCs and retire the AB 2766-MSERCs. CONTRACTOR would then receive the balance of the MSERCs not associated with AB 2766 funding.

13. DISPLAY OF MSRC LOGO - CONTRACTOR agrees to permanently display one MSRC decal in a prominent location on each vehicle purchased pursuant to this Contract. CONTRACTOR also agrees to permanently display one MSRC decal in a prominent location on each fueling or charging station constructed or upgraded pursuant to this Contract. Decals will be provided by MSRC upon notification that subject fueling station equipment and/or vehicles are placed into service. Decals are approximately twelve (12) inches in height and eighteen (18) inches in width (Note: a smaller decal may be provided if CONTRACTOR demonstrates that application of the standard decal is not feasible). CONTRACTOR shall maintain decal for life of vehicle or equipment subject to this Contract. Should any decal become damaged, faded, or otherwise unreadable, CONTRACTOR shall request replacement decal from MSRC and apply new decal in the same or other prominent location. MSRC shall not be responsible for damage to paint or other vehicle surfaces arising from application or removal of decals. In addition, all promotional materials related to the project, including, but not limited to, press kits, brochures and signs shall include the MSRC logo. Press releases shall acknowledge MSRC financial support for the project.

14. REFUELING STATION OPERATIONAL AVAILABILITY – CONTRACTOR is obligated to comply with the alternative-fuel refueling infrastructure Operational Availability requirements set forth as follows:

A. CONTRACTOR commits to ensuring fast-fill refueling stations remain operational and accessible to public and/or fleets for a period of no less than five (5) years from the date the station begins dispensing fuel in either its initial or expanded capacity. Should CONTRACTOR desire to deviate from this obligation, for reasons other than those stated in Clause 8.B, above, CONTRACTOR shall reimburse AQMD for a prorated share of the funds provided for fueling facilities as indicated in the table below:

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

15. ACCRUAL OF MILEAGE WITHIN SOUTH COAST AIR QUALITY DISTRICT – CONTRACTOR is obligated to comply with the geographical restriction requirements as follows:

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

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

B. The appropriate reimbursable amount shall be paid to AQMD within sixty (60) days from the date the vehicle ceases to operate in accordance with the geographical restriction. CONTRACTOR shall not be responsible for any reimbursement to AQMD if the obligation is terminated as a result from one or more reasons set forth in Clause 8.A.

C. Should CONTRACTOR sell, lease, transfer, assign or otherwise divest itself of the vehicles during the five year period referred to in clause 15.A, notice shall be provided to AQMD no less than 30 days preceding the sale, lease, transfer, or assignment is effectuated. The agreement effectuating the sale, lease, transfer or assignment shall state that the AQMD is an intended third-party beneficiary of the agreement and shall include the following requirement: the obligation to accrue mileage within the South Coast Air Quality Management District shall be a continuing obligation of the subsequent purchaser, lessee, transferee, successor in interest, heir or assign and shall remain in full force and effect until the expiration of the five year operation period. This obligation shall be passed down to any subsequent purchaser, lessee or transferee during this five year term and AQMD shall be an intended third-party beneficiary of any subsequent agreement. Upon receiving notice of any subsequent sale, lease, transfer, assignment or other divestiture, AQMD may elect to either require the reimbursement specified in Clause 15.A and 15.B, or require the subsequent purchaser, lessee, transferee or assignee to comply with the continuing obligation to operate the vehicle for a period of no less than five (5) years from the date the vehicle entered service (new vehicles) or re-service (re-powered vehicles). Notice of AQMD's election of remedies shall be provided to CONTRACTOR and any subsequent purchaser, lessee, transferee or assignee in a timely fashion.

16. NOTICES - Any notices from either party to the other shall be given in writing to the attention of the persons listed below or to other such addresses or addressees as may hereafter be designated in writing for notices by either party to the other. A notice shall be deemed received when delivered or three days after deposit in the U.S. Mail, postage prepaid, whichever is earlier.

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

CONTRACTOR: City of Beverly Hills
345 Foothill Road
Beverly Hills, CA 90210
Attn: Fred Simonson

17. EMPLOYEES OF CONTRACTOR

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

18. NON-DISCRIMINATION - In the performance of this Contract, CONTRACTOR shall not discriminate in recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, or physical handicap and shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900, *et seq.*), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), and all administrative rules and regulations issued pursuant to said Acts and Order. CONTRACTOR shall likewise require each subcontractor to comply with this clause and shall include in each such subcontract language similar to this clause.

19. AQMD LIEN RIGHTS - CONTRACTOR agrees AQMD shall have lien rights on any and all equipment and/or vehicles purchased in whole or in part by the CONTRACTOR, under this Contract or any amendments thereto. The AQMD 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 AQMD is authorized to file a UCC filing statement to secure its interests in the equipment and/or vehicles that are the subject of the Contract.** In the event CONTRACTOR files for bankruptcy protection, CONTRACTOR shall notify AQMD within 10 business days of such filing.

20. 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 and to ensure that the provisions of this clause are included in all subcontracts.
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 - CONTRACTOR'S or AQMD'S failure to insist upon the performance of any or all of the terms, covenants, or conditions of this Contract, or failure to exercise any rights or remedies hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, or conditions, or of the future exercise of such rights or remedies, unless otherwise provided for herein.
23. ATTORNEYS' FEES - In the event any action (including arbitration) is filed in connection with the enforcement or interpretation of this Contract, each party in said action shall pay its own attorneys' fees and costs.
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 dispute shall be Los Angeles County, California.
29. PRECONTRACT COSTS - Any costs incurred by CONTRACTOR prior to CONTRACTOR receipt of a fully executed Contract shall be incurred solely at the risk of the CONTRACTOR. In the event that a formal Contract is not executed, neither the MSRC nor the AQMD shall be liable for any amounts expended in anticipation of a formal Contract. If a formal Contract does result, precontract cost expenditures authorized

by the Contract will be reimbursed in accordance with the cost schedule and payment provision of the Contract.

30. **PREVAILING WAGES** – CONTRACTOR is alerted to the prevailing wage requirements of California Labor Code section 1770 et seq. Copies of the prevailing rate of per diem wages are on file at the AQMD's headquarters, of which shall be made available to any interested party on request. Notwithstanding the preceding sentence, CONTRACTOR shall be responsible for determining the applicability of the provisions of California Labor Code and complying with the same, including, without limitation, obtaining from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work, making the same available to any interested party upon request, paying any applicable prevailing rates, posting copies thereof at the job site and flowing all applicable prevailing wage rate requirements to its subcontractors. CONTRACTOR shall indemnify, defend and hold harmless the South Coast Air Quality Management District against any and all claims, demands, damages, defense costs or liabilities based on failure to adhere to the above referenced statutes.
31. **CHANGE TERMS** - Changes to any part of this Contract must be requested in writing by CONTRACTOR, submitted to AQMD and approved by MSRC in accordance with MSRC policies and procedures. CONTRACTOR must make such request a minimum of 90 days prior to desired effective date of change. All modifications to this Contract shall be in writing and signed by both parties.
32. **ENTIRE CONTRACT** - This Contract represents the entire agreement between the parties hereto related to CONTRACTOR providing services to AQMD and there are no understandings, representations, or warranties of any kind except as expressly set forth herein. No waiver, alteration, or modification of any of the provisions herein shall be binding on any party unless in writing and signed by the party against whom enforcement of such waiver, alteration, or modification is sought. The Statement of Work - Attachment 1, The Payment Schedule - Attachment 2, and Supporting Documentation - Attachment 3, are incorporated by reference herein and made a part hereof.
33. **AUTHORITY** - The signator hereto represents and warrants that he or she is authorized and empowered and has the legal capacity to execute this Contract and to legally bind CONTRACTOR both in an operational and financial capacity and that the requirements and obligations under this Contract are legally enforceable and binding on CONTRACTOR.

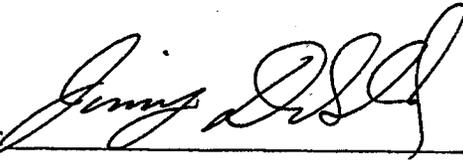
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IN WITNESS WHEREOF, the parties to this Contract have caused this Contract to be duly executed on their behalf by their authorized representatives.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

CITY OF BEVERLY HILLS

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

By: 
Name: JIMMY DELSHAD
Title: Mayor

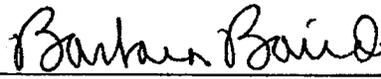
Date: 3/4/11

Date: February 15, 2011

ATTEST:
Saundra McDaniel, Clerk of the Board

By: 

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

By: 

//MSRC06LocalGovtMatch
Updated 22 October 2008

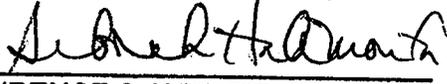
CONTRACTOR additional signature page for SCAQMD contract no. ML09033:

ATTEST:



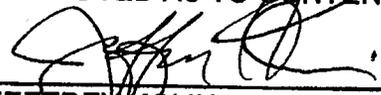
BYRON POPE (SEAL)
City Clerk

APPROVED AS TO FORM:

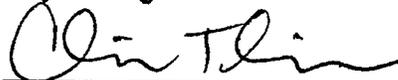


LAURENCE S. WIENER
City Attorney

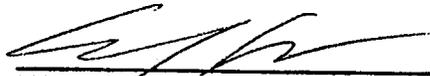
APPROVED AS TO CONTENT:



JEFFREY KOLIN
City Manager



for DAVID D. GUSTAVSON
Director of Public Works & Transportation



KARL KIRKMAN
Risk Manager

**Attachment 1
Statement of Work
City of Beverly Hills
Hereinafter Referred to as CONTRACTOR
Contract Number ML09033**

Project Description

CONTRACTOR will purchase 10 heavy-duty vehicles as specified below. At their corporate yard, CONTRACTOR shall also install a limited-access compressed natural gas (CNG) fueling station at their vehicle maintenance facility, as specified in Attachment 3, Supporting Documents, CNG Fueling Station Specifications.

Statement of Work

Vehicles

CONTRACTOR shall purchase 10 heavy-duty vehicles, each with gross vehicle weight rating greater than 14,000 pounds and equipped with dedicated compressed natural gas-fueled (CNG) engines, as follows:

Vehicles	Life Expectancy	Annual Operation
(3) refuse trucks	10 years each	2,000 hours each
(1) dump truck	20 years	1,000 hours
(1) water vacuum truck	10 years	1,000 hours
(5) street sweepers	7 years each	2,000 hours each

Each model year 2006 or earlier engine must be certified to a low-emission or optional NO_x standard by the California Air Resources Board (CARB). Each model year 2007 or later natural gas engine must have a CARB NO_x certification at least 30% lower than the comparable diesel-fuel engine. AQMD staff shall be the final arbiters of comparability between engines.

CONTRACTOR shall be reimbursed for vehicles according to the costs stated in Attachment 2 – Payment Schedule.

CNG Fueling Station

CONTRACTOR shall install a limited-access CNG fueling station as specified in Attachment 3.1, CNG Fueling Station Specifications. CONTRACTOR shall be reimbursed according to Attachment 2 - Payment Schedule.

Promotion

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

**Statement of Work – continued
City of Beverly Hills
Hereinafter Referred to as CONTRACTOR
Contract Number ML08033**

Project Schedule (based on date of Contract execution)

Task	Completion
Enter contract for station installation	Month 3
Order vehicles	Month 4
Submit Public Outreach Plan	Month 7
Complete station installation	Month 11
Take delivery and place vehicles in service	Month 11
Implement Public Outreach Plan	Month 13
Quarterly reports	Months 4, 7, and 10
Final Report	Month 14

Hardware: Natural gas-fueled vehicles as listed above; fueling station equipment.

Reports

Quarterly Reports: Until the station commences operation and all subject vehicles are entered into service, CONTRACTOR shall provide quarterly progress reports that summarize the project results to date including, but not limited to: tasks completed, issues or problems encountered, resolutions implemented, and progress to date. Progress reports that do not comply will be returned to the CONTRACTOR as inadequate.

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

**Attachment 2
 Payment Schedule
 City of Beverly Hills
 Hereinafter Referred to as CONTRACTOR
 Contract Number ML09033**

Cost Breakdown

Purchase Category	Maximum AB2766 Discretionary Funds payable under this Contract	Local Gov't Funds Applied	Total Cost
Heavy Duty Natural Gas Vehicles	\$250,000 (not to exceed \$25,000 per vehicle)	\$1,670,000	\$1,920,000
CNG station	\$300,000	\$300,000	\$600,000
Totals	\$550,000	\$1,970,000	\$2,520,000

CONTRACTOR shall be reimbursed according to the amounts stated above per vehicle upon proof of vehicle delivery, vehicle acceptance, and placement of vehicle into service. Documentation of the specific engine installed in the vehicle, including the year, manufacturer, and model, must accompany each request for reimbursement.

Reimbursement for station will be made:

- only after verification of station completion. At a minimum, acceptable verification shall consist of:
 - Representative photos of completed station;
 - a report signed by a responsible official certifying that the station has been completed as described in Attachments 1 and 3; and
 - invoice(s) from subcontractor(s) performing the installations, if any.

If, at the completion of the Project, the expenditures are less than the Total Cost amount above, the actual amount of AB 2766 Discretionary Funds reimbursed to CONTRACTOR shall be adjusted on a prorated basis, as follows:

- For vehicles, the amount reimbursed to CONTRACTOR shall not exceed the amount of local funds applied, up to a maximum of \$25,000 per heavy-duty vehicle; and
- For fueling station, the amount reimbursed to CONTRACTOR shall not exceed the actual amount of Local Government Funds applied.

**Attachment 3
Supporting Documentation
City of Beverly Hills
Hereinafter Referred to as CONTRACTOR
Contract Number ML09033**

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

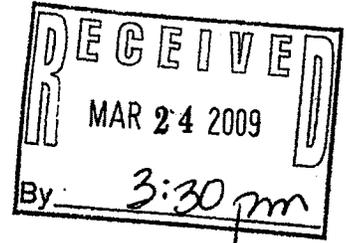
1. CNG Fueling Station Specifications
2. Proof of Self-Insurance

**Attachment 3
Supporting Documentation
City of Beverly Hills
Hereinafter Referred to as CONTRACTOR
Contract Number ML09033**

1. CNG Fueling Station Specifications

The CNG fueling station to be installed pursuant to this contract is described as follows:

- A. Dual-compressor unit with at least 400 scfm total capacity. Installation shall include all accessories (including dryer, breakaways, hose vent valves, pressure start, nozzles, hoses, etc).
- B. At least ten (10) dual-hose time-fill posts
- C. Location shall be at the City of Beverly Hills maintenance facility at 345 Foothill Road, Beverly Hills, California.



March 23, 2009

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

RE: Statement of Self-Insurance

Dear MSRC Contracts Administrator:

This letter is to certify that the City of Beverly Hills self-administers and insures, defends, settles and pays third party claims for bodily injury, personal injury, death, and/or property damage. Protection under this program is this program is warranted to meet or exceed \$1 million combined single limit per occurrence, and \$2 million in the general aggregate. Additionally, the City of Beverly Hills is permissively self-insured for Workers' Compensation under the laws of the State of California.

The City of Beverly Hills agrees to provide the South Coast Air Quality Management District with thirty (30) days prior written notice of any changes in this program

If you need any further information regarding this risk-retention program, please contact the Risk Management staff at (310)285-1072.

Sincerely,

Karl A. Kirkman
Risk Manager



**South Coast
Air Quality Management District**

Contract No. **ML09033A**
Modification

AGREEMENT NO.

76-12

MODIFICATION TO CONTRACT

This modification consists of 3 pages.

1. RECITALS

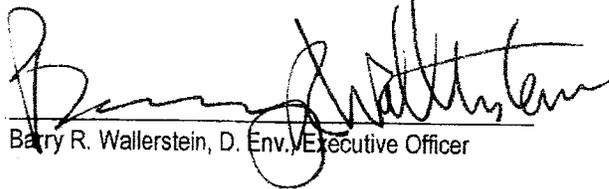
- A. The South Coast Air Quality Management District (hereinafter "AQMD") and the City of Beverly Hills (hereinafter "CONTRACTOR") have previously executed a Contract No. ML09033 for the purchase of ten (10) CNG vehicles and the installation of a CNG fueling station.
- B. CONTRACTOR has requested and the AQMD has approved an extension to the period of performance due to delays in the contracting process. Therefore, a modification to this Contract is necessary to extend the date by which performance must be completed.

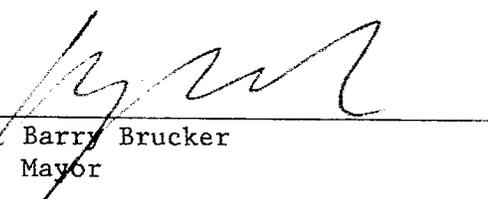
2. MODIFICATION - The parties therefore agree to modify the existing Contract, at no additional cost to AQMD, as follows:

- A. The term of this Contract is extended for an additional period commencing May 4, 2017 and terminating May 3, 2018.
- B. Attachment 1A - Statement of Work, attached hereto and included herein by this reference, supersedes the original Statement of Work.
- C. All other provisions of the above-referenced Contract shall remain in full force and effect.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

CITY OF BEVERLY HILLS

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

By: 
Name: Barry Brucker
Title: Mayor

Date: 3/21/2012

Date: March 6, 2012

APPROVED AS TO FORM:
for Dean D. Hughbanks, Procurement Manager

By: 

CONTRACTOR additional signature page for SCAQMD contract no. ML09033A:

ATTEST:



BYRON FOPE (SEAL)
City Clerk

APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

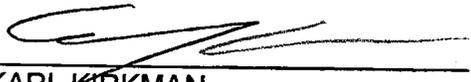
APPROVED AS TO CONTENT:



JEFFREY KOLIN
City Manager



DAVID D. GUSTAVSON
Director of Public Works & Transportation



KARL KIRKMAN
Risk Manager

**Attachment 1A
Statement of Work
City of Beverly Hills
Hereinafter Referred to as CONTRACTOR
Contract Number ML09033A**

Project Description

CONTRACTOR will purchase 10 heavy-duty vehicles as specified below. At their corporate yard, CONTRACTOR shall also install a limited-access compressed natural gas (CNG) fueling station at their vehicle maintenance facility, as specified in Attachment 3, Supporting Documents, CNG Fueling Station Specifications.

Statement of Work

Vehicles

CONTRACTOR shall purchase 10 heavy-duty vehicles, each with gross vehicle weight rating greater than 14,000 pounds and equipped with dedicated compressed natural gas-fueled (CNG) engines, as follows:

Vehicles	Life Expectancy	Annual Operation
(3) refuse trucks	10 years each	2,000 hours each
(1) dump truck	20 years	1,000 hours
(1) water vacuum truck	10 years	1,000 hours
(5) street sweepers	7 years each	2,000 hours each

Each model year 2006 or earlier engine must be certified to a low-emission or optional NO_x standard by the California Air Resources Board (CARB). Each model year 2007 or later natural gas engine must have a CARB NO_x certification at least 30% lower than the comparable diesel-fuel engine. AQMD staff shall be the final arbiters of comparability between engines.

CONTRACTOR shall be reimbursed for vehicles according to the costs stated in Attachment 2 – Payment Schedule.

CNG Fueling Station

CONTRACTOR shall install a limited-access CNG fueling station as specified in Attachment 3.1, CNG Fueling Station Specifications. CONTRACTOR shall be reimbursed according to Attachment 2 - Payment Schedule.

Promotion

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

Attachment 1A
Statement of Work – continued
City of Beverly Hills
Hereinafter Referred to as CONTRACTOR
Contract Number ML08033A

Project Schedule (based on date of Contract execution)

Task	Completion
Enter contract for station installation	Month 315
Order vehicles	Month 4
Submit Public Outreach Plan	Month 7
Complete station installation	Month 1123
Take delivery and place vehicles in service	Month 11
Implement Public Outreach Plan	Month 1325
Quarterly reports	Months 4, 7, and 10, 13, 16, 19, and 22
Final Report	Month 1426

Hardware: Natural gas-fueled vehicles as listed above; fueling station equipment.

Reports

Quarterly Reports: Until the station commences operation and all subject vehicles are entered into service, CONTRACTOR shall provide quarterly progress reports that summarize the project results to date including, but not limited to: tasks completed, issues or problems encountered, resolutions implemented, and progress to date. Progress reports that do not comply will be returned to the CONTRACTOR as inadequate.

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

Attachment 2

Attachment 2



MODIFICATION TO CONTRACT

This modification consists of 3 pages.

1. RECITALS

- A. The South Coast Air Quality Management District (hereinafter "AQMD") and the City of Beverly Hills (hereinafter "CONTRACTOR") have previously executed a Contract No. ML09033 for the purchase of ten (10) CNG vehicles and the installation of a CNG fueling station; and modified by Contract No. ML09033A to extend the term of the Contract.
- B. CONTRACTOR has indicated that their priorities for vehicle replacement have changed and has requested to substitute one dump truck and one street sweeper with 2 CNG refuse trucks. The substitute refuse trucks would utilize the same engine as had been proposed for the original vehicles, and would have been funded if originally proposed. Therefore, a modification to this Contract is necessary to modify the work to allow for the substitution of vehicles.

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

- A. Attachment 1B - Statement of Work, attached hereto and included herein by this reference, supersedes the original Statement of Work.
- B. All other provisions of the above-referenced Contract shall remain in full force and effect.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

CITY OF BEVERLY HILLS

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

By: _____
Name: WILLIAM W. BRIEN, M.D.
Title: Mayor

Date: _____

Date: _____

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

By: 

//Modification 15 December 2004

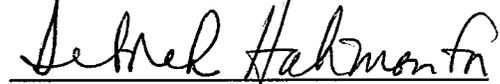
CONTRACTOR additional signature page for SCAQMD contract no. ML09033B:

ATTEST:

BYRON POPE
City Clerk

(SEAL)

APPROVED AS TO FORM:



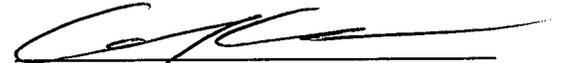
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

JEFFREY KOLIN
City Manager



DAVID D. GUSTAVSON
Director of Public Works & Transportation



KARL KIRKMAN
Risk Manager

**Attachment 1B
Statement of Work
City of Beverly Hills
Hereinafter Referred to as CONTRACTOR
Contract Number ML09033B**

Project Description

CONTRACTOR will purchase 10 heavy-duty vehicles as specified below. At their corporate yard, CONTRACTOR shall also install a limited-access compressed natural gas (CNG) fueling station at their vehicle maintenance facility, as specified in Attachment 3, Supporting Documents, CNG Fueling Station Specifications.

Statement of Work

Vehicles

CONTRACTOR shall purchase 10 heavy-duty vehicles, each with gross vehicle weight rating greater than 14,000 pounds and equipped with dedicated compressed natural gas-fueled (CNG) engines, as follows:

Vehicles	Life Expectancy	Annual Operation
(3) (5) refuse trucks	10 years each	2,000 hours each
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(5) (4) street sweepers	7 years each	2,000 hours each

Each model year 2006 or earlier engine must be certified to a low-emission or optional NO_x standard by the California Air Resources Board (CARB). Each model year 2007 or later natural gas engine must have a CARB NO_x certification at least 30% lower than the comparable diesel-fuel engine. AQMD staff shall be the final arbiters of comparability between engines.

CONTRACTOR shall be reimbursed for vehicles according to the costs stated in Attachment 2 – Payment Schedule.

CNG Fueling Station

CONTRACTOR shall install a limited-access CNG fueling station as specified in Attachment 3.1, CNG Fueling Station Specifications. CONTRACTOR shall be reimbursed according to Attachment 2 - Payment Schedule.

Promotion

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

**Attachment 1B
Statement of Work – continued
City of Beverly Hills
Hereinafter Referred to as CONTRACTOR
Contract Number ML08033B**

Project Schedule (based on date of Contract execution)

Task	Completion
Enter contract for station installation	Month 15
Order vehicles	Month 4
Submit Public Outreach Plan	Month 7
Complete station installation	Month 23
Take delivery and place vehicles in service	Month 11
Implement Public Outreach Plan	Month 25
Quarterly reports	Months 4, 7, 10, 13, 16, 19, and 22
Final Report	Month 26

Hardware: Natural gas-fueled vehicles as listed above; fueling station equipment.

Reports

Quarterly Reports: Until the station commences operation and all subject vehicles are entered into service, CONTRACTOR shall provide quarterly progress reports that summarize the project results to date including, but not limited to: tasks completed, issues or problems encountered, resolutions implemented, and progress to date. Progress reports that do not comply will be returned to the CONTRACTOR as inadequate.

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