



Request for Proposals (RFP)

City of Torrance | 3031 Torrance Blvd, Torrance CA 90503 | www.TorranceCA.Gov

RFP No. B2014-30

RFP for Publically Accessible Electric Vehicle Charging Infrastructure

RFP Submittal Information

Proposals may be mailed or hand delivered. No faxed proposals will be accepted.

Late proposals will not be accepted. No Exceptions

Location:	Office of the City Clerk 3031 Torrance Blvd. Torrance, CA 90503
Date:	Monday, July 14, 2014
Time Deadline:	3:00 p.m. Local (Pacific) Time

Submittal Requirements

An original plus five (5) printed copies and an electronic searchable PDF version of your RFP submittal must be submitted in a sealed envelope and marked with the RFP number and title by the deadline date and time listed above. Your submittal must include the following:

- Vendor's Response (Section III of this document pages 15 through 22) on the forms provided. If additional space is required, please attach additional sheets/pages and indicate the page numbers of your proposal where the information can be found.
- Proposer's Affidavit (Attachment 1)
- Cover Letter
- Qualifications and Recent Experience with Similar Projects
- Project Narrative and Approach
- Budget
- References

Prior to the award of a Contract to the successful vendor, the following is to be submitted to the City of Torrance

- Proof of insurance and applicable bonds, as indicated in the terms and conditions of this RFP document.
- Proof of a City of Torrance Business License, please contact the City of Torrance Business License Office at (310) 618-5923.

Notice of Mandatory Pre-Proposal Conference and Site Walk

The City will conduct a mandatory briefing session and site walk for prospective vendors.

The pre-proposal conference will start promptly at the time and location listed below. You must arrive on time and stay for the entire conference.

Location: West Annex Commission Meeting Room
City Hall, 3031 Torrance Blvd.
Torrance CA 90503

Date: Monday, June 16, 2014

Time: 8:30 AM - 5:30 PM

Questions Regarding this RFP Should be Directed to:

Nina Lang
Planning Assistant
(310) 618-5835
NLang@TorranceCA.gov

SECTION I RFP INSTRUCTIONS AND INFORMATION

Notice is hereby given that sealed proposals will be received in the office of the City Clerk, City Hall, 3031 Torrance Boulevard, Torrance, CA, until 3:00 p.m. on July 14, 2014. An original, five (5) printed copies and an electronic searchable PDF of each proposal must be submitted in a sealed envelope and clearly marked: "RFP for Publically Accessible Electric Vehicle Charging Infrastructure, RFP No. B2014-30".

The City of Torrance:

The City of Torrance is situated on the western side of Los Angeles County. It is bordered by the Palos Verdes Peninsula on the south, the City of Gardena on the north, the City of Redondo Beach on the north and west boundaries, the City of Lomita on the east and the Pacific Ocean on the west. The City encompasses an area of approximately 21 square miles, 329 miles of Streets, 1870 intersections, 550 miles of sidewalks, 47,000 Street Trees, 6 Public Libraries, a Municipal Airport, 46 Parks & Recreation Amenities, 6 Fire Stations, 1 Police Station and 1 Police Community Center, and has an estimated population of approximately 146,115, which makes Torrance one of the top 10 cities in Los Angeles County in regards to population.

Background:

In 2011, the City of Torrance took advantage of the California Energy Commission's (CEC) Re-Connect grant to upgrade the outdated "legacy" Electric Vehicle (EV) charging unit that was previously located at City Hall. The City also purchased an additional charging unit which was dual mounted to the grant funded unit. This allowed the Civic Center to offer two charging stations for use by municipal fleet vehicles at night and for Civic Center employees and the visiting public during Civic Center hours. Currently, there is no fee collected for use of the charging stations.

As demand for the charging stations has grown, the number of charging stations offered at City-owned public locations has not kept pace with the demand. This has resulted in frustrated users, disputes, illegal parking, and even vandalism. The City recently installed two additional Level II charging stations "behind the gates" to accommodate the electric and plug-in hybrid fleet vehicles and maintain the two publicly accessible charging stations for public use only. In order to promote the expansion of alternative fuel vehicles in the region, the City of Torrance is seeking a qualified vendor to furnish, install, manage and maintain a total of 14 Electric Vehicle Supply Equipment (EVSE), more commonly known as charging stations, at six public locations within the City. (See Project Background under Section II Technical Specifications on page 10 for further information).

Definitions:

Word	Definition as applied to this RFP
City	The City of Torrance, California
Vendor, Contractor, Proposer, Firm or Consultant	The person, firm, company or corporation providing services to the City, or submitting a proposal in response to this RFP
Contract, Purchase Order, Agreement, Purchasing Agreement	The agreement between the awarded Vendor and the City as a result of this Request for Proposals
Evaluation Committee	A committee comprised solely of representatives of the City established to review proposals submitted in response to the RFP, score the proposals and select a vendor.

May	Indicates something that is not mandatory but permissible.
Shall/Must	Indicates a mandatory requirement. If the vendor fails to provide recommended information, the City may, at its sole option, ask the vendor to provide the information, evaluate the proposal without the information or consider the proposal non-responsive.
Subcontractor	Third party not directly employed by the City who will provide services identified in this RFP
EV charging station	Electric Vehicle Supply Equipment used to provide a charge to an electric vehicle engine to extend the range of travel.

Proposal Submittal Form:

The proposal must be made on the form provided for that purpose, enclosed in a sealed envelope, and marked “RFP for Publically Accessible Electric Vehicle Charging Infrastructure, RFP No. B2014-30” and addressed to the City Clerk, City of Torrance, 3031 Torrance Blvd., Torrance, CA 90503. If an individual makes the proposal, it must be signed by that individual, and an address, telephone (and fax number if available) must be given. If made by a business entity, it must be signed by the person(s) authorized to execute agreements and bind the entity to contracts. A full business address, telephone (and fax number if available) must be given. No telegraphic, fax or telephonic proposal will be considered.

Blank spaces in the proposal form must be filled in; using ink, indelible pencil, or typewriter, and the text of the proposal form must not be changed. No additions to the form may be made. Any unauthorized conditions, limitations, or provisos attached to a proposal will render it informal and may cause its rejection. Alterations by erasure or interlineations must be explained or noted in the proposal form over the signature of the Proposer.

Mandatory Pre-Proposal Conference and Site Walk:

Vendors intending to submit a proposal on this requirement must ensure that a representative and/or key personnel from their company are in attendance at the mandatory pre-proposal conference and site walk at each of the six sites. Vendors submitting proposals without attending the entire conference and site walk will be disqualified and their submittal will not be evaluated. No exceptions will be allowed. The pre-proposal conference and site walk will start at the location listed on page 1 of this Request for Proposals. There will be an hour for the conference and questions, an hour spent for each of the six sites (including travel and site presentation) and an hour break for lunch. No make-up walk-through will be scheduled and vendors may not contact individual City Departments to request tours of the sites. Individuals attending the walkthrough should be prepared to take adequate notes of their observations to assist them in preparation of their proposal submittal. Late arrivals will not be allowed to participate. Please take into account local traffic congestion to leave ample time to arrive on time. No Exceptions.

Questions:

Questions must be submitted in writing via email to *Nina Lang, Planning Assistant at NLang@TorranceCA.gov* by 12:00 P.M Noon, local Pacific time on Monday, June 23, 2014. No questions will be answered by telephone. Questions submitted after this date will not be answered. Written answers and any other changes to the RFP will be sent (via email or the US Postal Service) to all known perspective proposers as an addendum to the RFP.

Errors and Omissions:

The proposer will not be allowed to take advantage of any errors and/or omissions in these specifications or in the proposer’s specifications submitted with its proposal. Full instruction will always be given when errors or omissions are discovered.

Proposers Examination of Requirements:

The Proposer is required to examine carefully the sites, the instructions, information and specifications of this document, investigate the conditions to be encountered, the character, quality and quantities of work to be performed as required by this document. Submission of a proposal will be considered prima facie evidence that the Proposer has made such examinations.

Reservation:

The City reserves the right to revise or amend these specifications prior to the date set for opening proposals. Revisions and amendments, if any, will be announced by an addendum to this RFP. If the revisions require additional time to enable vendors to respond, the City may postpone the opening date accordingly. In such case, the addendum will include an announcement of the new proposal submittal due date.

All addenda must be attached to the proposal. Failure to attach any addendum may render the proposal non-responsive and cause it to be rejected.

The City reserves the right to award a contract to a company solely on the basis of the initial proposal submitted. The City reserves the right to require more information and clarification on information submitted in the proposal to complete the evaluation.

The City Council reserves the right to reject any and all proposals received, to take all proposals under advisement for a period not to exceed ninety (90) days after the date of the opening, to waive any informality on any proposal, and to be the sole judge of the relative merits of the material and or service mentioned in the respective proposals received. The City reserves the right to reject any proposal not accompanied with all data or information required.

This Request for Proposals does not commit the City to award a contract or to pay any cost incurred in the preparation of a proposal. All responses to this RFP document become the property of the City of Torrance.

The City reserves the right to examine all factors bearing on a Proposer's ability to perform the services under the contract. The City reserves the right to reject any proposal not accompanied with all data or information required. The City reserves the right to cancel this solicitation, without penalty, at its sole discretion.

Affidavit:

An affidavit form is enclosed. It must be completed signifying that the proposal is genuine and not collusive or made in the interest or on behalf of any person not named in the proposal, that the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure for itself an advantage over any other proposer. Any proposal submitted without an affidavit or in violation of this requirement will be rejected. (Attachment 1)

License Requirements:

The successful proposer or subcontractor that will be installing the EV charging stations is required to show proof of a current C-10 contractor license issued by the Contractors' State License Board and any other required license(s) or certification(s) necessary to complete the EV charging station installations described. Proof of an EV Charging Dock Installer Certification is encouraged but not required.

Evaluation of Proposals:

The City will be the sole determiner of suitability to the City's needs; however, the California Energy Commission will need to concur with the City's final vendor selection. Proposals will be rated according to their completeness and understanding of the City's needs, conformance to the requirements of the technical

specifications, compatibility with the City’s current technology and operations, prior experience with similar scope of work and grant funding, financial capabilities, delivery, and cost. Cost, including any ongoing maintenance and support, will be reviewed to determine which proposal best meets the needs of the City; however, the City of Torrance is looking for a management and maintenance plan that is cost neutral to the City.

The City will take into consideration a local Torrance vendor sales tax rebate of 1% for proposals submitted by a Torrance vendor that include a material component.

The City’s project evaluation team will evaluate proposals based on the evaluation criteria listed below. Points will be assigned to each criterion up to a maximum of 100 points. Proposals will be ranked and that ranking will be made public.

Subsequently, the City may interview a qualified Firm, prior to deciding whether or not to recommend the award of an Agreement.

Description of Evaluation Criteria	Possible Points
<p><u>Qualifications:</u></p> <ul style="list-style-type: none"> • Technical experience in installation and management of EV Charging Stations and other similar work and references by proposing firm. (15 points) • Experience working with public agencies; Experience working with grant funds; knowledge of applicable laws and regulations. (10 points) • Strength and stability of the firm (5 points) 	30
<p><u>Proposed Staffing and Project Organization:</u></p> <ul style="list-style-type: none"> • Qualifications of project staff, particularly key personnel; key personnel’s level of involvement in performing related work; experience and technical competence of subcontractors. (10 points) • Logic of project organization (5 points) 	15
<p><u>Project Narrative & Work Plan:</u></p> <ul style="list-style-type: none"> • Depth of understanding of the City’s requirements, the Project, the Scope of Work and completeness of proposal. (10 points) • Overall quality of work plan; logic, clarity and specificity of work plan; appropriateness of labor distribution among the tasks. (10 points) • Ability to meet the project deadline; reasonableness of proposed schedule. (5 points) 	25
<p><u>Innovative Solutions:</u></p> <ul style="list-style-type: none"> • Effectiveness of suggested technical or procedural innovations to meet City’s needs (data collection, enforcement, vehicle turnover, Grant obligation reporting, etc.) (15 points) • Easy to understand interface of web-based software for public use and way-finding. (5 points) 	20
<p><u>Cost:</u></p> <ul style="list-style-type: none"> • Cost effectiveness related to other offers. (The City shall only provide grant funding for purchase and installation of EV charging stations. Management and maintenance phase shall be cost neutral to City) (10 points) 	10
Maximum Total Points =	100

PART I – EVALUATION OF PROPOSALS: After receipt of proposals for this project, the City’s project evaluation committee will evaluate proposals based on the criteria listed above, and develop a short list of qualified Firms. The Firms on this short list will then be invited to interview with the City.

PART II – INTERVIEW: At the time of the interview, invited Firms must submit a detailed fee proposal that includes a cost for each task of the project using the tasks outlined in the Scope of Work section of the RFP. Firms may list any additional services and associated costs that are not covered in the City’s scope of work. These items should be listed separately from those specifically requested so they may be considered.

PART III – POST INTERVIEW EVALUATION: After the completion of the interviews and the scoring of the interview and cost components, the City’s project evaluation committee will invite the highest ranking Firm to negotiate a final contract as a result of this RFP. If negotiations fail, the next highest ranking firm will be invited to negotiate a final contract.

Grant Funding Requirements:**

The City has secured two sources of matching grant funds from the Mobile Source Reduction Committee (MSRC) Clean Transportation Funding program and the California Energy Commission (CEC). The City will contribute all of the grant funds received toward the installation of the fourteen (14) Electric Vehicle Charging Stations at six (6) public locations, including six (6) DC Fast Charging stations and eight (8) Level II Charging Stations. It is the intention of the City that each location shall include one Level III DC-Fast Charging station and one Level II charging station, with the exception of the Civic Center which will have one Level III and three Level II charging stations.

The MSRC and CEC funds require that the equipment funded with this program be owned by the City of Torrance; however, a vendor can be hired to furnish, install, operate and maintain the EV Charging stations. The grant funding for this project requires that all labor costs be calculated using Prevailing Wage rates, which should be reflected in the overall project budgets and proformas.

Eligible Grant funded EV Charging Infrastructure includes:

- Purchase of electric vehicle charger hardware;
- Site design specific to charger hardware installation;
- Installation of electric vehicle chargers, including site preparation and construction;
- Electric charging station directional signage and bollards

MSRC Requirements:

General planning related to EV Charger placement is not an eligible match element under this program. Grant funds will be disbursed on a reimbursement basis. Funding recipients must commit to the following minimum periods of operation availability:

- DC Fast Charge stations remain operational for a period of no less than five (5) years from the date the station commences operation;
- Level II stations must remain operational for a period of no less than three (3) years from the date the station commences operation.

CEC Requirements:

- The proposal must include a maintenance plan for continued reliable operation and unforeseen breakdowns of the electric vehicle supply equipment.
- The electric vehicle supply equipment must be able, at a minimum, to accept credit cards as payment for the electricity.
- The equipment must not require a subscription fee or membership in any network as a condition of use.

- The electric vehicle supply equipment must use an open source protocol as a basic framework for purposes of network interoperability. Any proprietary protocol may additionally be superimposed on the system, provided the site owner is able to revert to open protocol.
- The applicant must include a plan to optimize the use of the charging site to allow more than one electric vehicle to use the charging equipment beyond a reasonable period of time.

** Please review the Terms and Conditions for each grant (included as attachments B and C) for more information on grant requirements. Anything listed in the Terms and Conditions as requirements must be followed for proposals to be considered responsive.

The Contract:

The vendor to whom the award is made will be required to enter into a written contract with the City of Torrance. Attached is a copy of the City's standardized contract (Attachment A), which will be modified to reflect the awarded RFP. A copy of this RFP and the accepted proposal will be attached to and become a part of the contract.

Contract Term:

The initial contract will be for a period of 3 years, from the date of contract execution. The City may extend the contract with two (2) additional 1-year extensions.

Consumer Price Index:

If the contract is extended after the first year, commencing in the second year and the subsequent year, the rate structure charged at each charging station may be increased by the Consumer Price Index for Los Angeles County for the given year, subject to the approval of the City of Torrance.

Independent Contractor:

The successful proposer is, and will at all times remain as to the City, a wholly independent contractor. Neither the City nor any of its agents will have control over the conduct of the Contractor or any of the Contractor's employees, except as otherwise set forth in the awarded Agreement. The Contractor's agents and employees are not and will not be considered employees of the City for any purpose. The Contractor may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the City. The City has no duty, obligation, or responsibility to the Contractor's agents or employees under the Affordable Care Act. The Contractor is solely responsible for any tax penalties associated with the failure to offer affordable coverage to its agents and employees under the Affordable Care Act and any other liabilities, claims and obligations regarding compliance with the Affordable Care Act with respect to the Contractor's agents and employees. The City is not responsible and will not be held liable for the Contractor's failure to comply with the Contractor's duties, obligations, and responsibilities under the Affordable Care Act. The Contractor agrees to defend, indemnify and hold the City harmless for any and all taxes and penalties that may be assessed against the City as a result of the Contractor's obligations under the Affordable Care Act relating to the Contractor's agents and employees.

Payments:

Complete payment on the contract price will be made in approximately thirty (30) days from date of delivery, or completion and acceptance, unless otherwise provided for in Proposer's proposal or in these specifications. Payments will be made upon verification and acceptance by the City of contract services performed and upon the City's receipt of a correct invoice.

Suspension of Procurement:

The City may suspend, in writing all or a portion of the procurement of materials or services pursuant to this RFP and subsequent contract agreement, in the event unforeseen circumstances make such procurement impossible or infeasible, or in the event City should determine it to be in the best interest of City to cancel such procurement of services or materials.

In the event of termination, selected Proposer will perform such additional work as is necessary for the orderly filing of documents, and closing of project.

The selected Proposer will be compensated for the terminated procurement on the basis of materials or services actually furnished or performed prior to the effective date of termination, plus the work reasonably required for filing and closing.

Notice:

Whenever it will be necessary for either party to serve notice on the other respecting the Agreement, such notice will be served by personal delivery or by certified mail to the following addresses, unless and until different addresses may be furnished in writing by either party or the other, and such notice will be deemed to have been served within seventy-two (72) hours after the same has been deposited in a United States Post Office by certified mail or has been delivered personally, and will be valid and sufficient service of notice for all purposes:

CITY: City Clerk
City of Torrance
3031 Torrance Boulevard
Torrance, CA 90503

VENDOR: Will be determined upon award of contract.

Notice of Intent to Award:

Approximately two (2) weeks prior to the anticipated City Council meeting awarding a contract as a result of the RFP, the City will notify all proposer's of its intent to award. Results will be posted on the City of Torrance Web site http://www.torranceca.gov/PDF/Recommendation_to_Award_Notification.pdf

City of Torrance Bid/RFP Protest Procedures:

The City of Torrance Bid/RFP Protest Procedures may be found on the City of Torrance Web site: http://www.torranceca.gov/PDF/Bid_RFP_Protest_Procedures.pdf

Insurance:

The selected vendor and its subcontractors must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:

1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
 - a. Primary Bodily Injury with limits of at least \$500,000 per person, \$500,000 per occurrence; and
 - b. Primary Property Damage of at least \$250,000 per occurrence; or

- c. Combined single limits of \$1,000,000 per occurrence.
- 2. General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$5,000,000 per occurrence.
- 3. Workers' Compensation with limits as required by the State of California and Employer's Liability with limits of at least \$1,000,000.

**Please see Attachment A for further information on Insurance requirements

SECTION II TECHNICAL REQUIREMENTS**Overview/Introduction:**

The City of Torrance is requesting proposals from qualified vendors for to furnish, install, manage and maintain a total of 14 Electric Vehicle Supply Equipment (EVSE), more commonly known as charging stations, at six public locations within the City.

This RFP is intended to be as descriptive as possible. However, Proposers may not take advantage of omissions or oversights in this document. Proposers must supply products and services that meet or exceed the requirements of this RFP. In the event of a dispute over installation or performance, the needs of the City of Torrance will govern.

Project Background:

The City of Torrance is interested in encouraging and facilitating the development of alternative fueling infrastructure in order to keep pace with the growing demand by EV drivers, as well as to help achieve some of the goals of the strategic priority of the 2008 Strategic Plan, "Stewardship of the Environment." According to the California Energy Commission, there are a total of 5,260 light-duty electric vehicles registered in Los Angeles County. Of the 5,260 electric vehicles, 2,215 are highway-legal, while the remaining 3,045 light duty electric vehicles are classified as Neighborhood Electric Vehicles, many of which use the same standard charging port. The South Bay Council of Governments (SBCOG) estimates that there are approximately 747 EVs registered in the South Bay, about 14% of the County total. However, the City of Torrance is a regional shopping destination and employment hub which likely means many more EV drivers are within the City's boundaries or passing through on any given day than the numbers above represent. These numbers will also continue to grow as prices of electric vehicles come down and charging infrastructure expands. In fact, the City of Torrance has already seen the demand for charging infrastructure outpace the supply, as the two existing charging stations at City Hall have become overrun with demand from EV drivers, leading to frustration, illegal parking, disagreements between patrons and even vandalism. As a regional shopping destination and employment hub, the City of Torrance provides an excellent opportunity to strategically expand the County's EV infrastructure where people will need it most: their workplace and/or destination.

Since the installation of the two Level II EV Charging Stations in 2011, the City has participated in a Pilot Demonstration Program with American Honda Motor Company, adding a fully electric Honda Fit and a plug-in hybrid Honda Accord to the City's fleet vehicles. As part of this program, the City conducted public outreach to determine the demand for potential placement of charging stations throughout the City. An exercise was developed known as the "Plug-(P)in Maps," where members of the public could "plug-in" a pin into aerial maps of the City to reflect their preferred location for EV chargers. The six proposed locations that are the subject of this RFP were determined in large part through the results of the Plug-(P)in Map as well as the public input and feedback received at various Environmental Fairs. The proposed locations will include Downtown Torrance, Wilson, Columbia and McMaster Parks and the Walteria and Katy Geissart Libraries, with the final placement of the charging stations chosen by proximity to power, accessibility and cost effectiveness, as determined by staff and the selected vendor (Aerial views and additional information for the proposed sites are included as Exhibit A).

Scope of Work:

The City of Torrance intends to provide attractive and well-maintained EV charging stations at certain specified locations in a public-private partnership. The City is seeking proposals from qualified vendors to initially

furnish, install, operate and maintain fourteen (14) EV charging stations at the locations shown in Exhibit A. Of the 14 charging stations desired by the City, six (6) should be Level III DC Fast Charging while the remaining eight (8) charging station should be Level II. Each site shall have one (1) Level III DC Fast Charging units and one (1) Level II charging unit, with the exception of the Katy Geissart Library at the Civic Center, which will have one (1) Level III and three (3) level II charging stations. Each site shall have infrastructure installed that not only supports the number of charging stations currently being proposed but also allows for future expansion of the number of charging stations, should the need arise. The City will provide grant funding towards the purchase and installation of the EV Charging units. The vendor will be required to provide the electricity and maintenance for these charging stations at their cost and to establish a service charge and method of collection to recoup these costs, as well as any operating profit for the vendor. The EV Charging infrastructure itself shall be funded and owned by the City, as per the requirements of the grant funding accompanying this project (See Grant Funding Requirements on Page 5-6 and Attachments B and C for further information).

A Successful Proposal must include the following aspects:

1) Rate Structure:

The City is interested in charging a fee for the use of the charging stations. It is the intent of the City to charge a fee in order for the vendor to recoup costs associated with electricity use and ongoing maintenance as well as to allow for some profit margin for the vendor. The City intends for the operation and maintenance of the charging stations to be cost neutral for the City, with all costs borne by the selected vendor. With this in mind, the rates should be proposed within the range of \$1.50 - \$3.00 per hour for the Level II Charging Stations. Please propose a rate structure for the Level III DC Fast Charging station with a detailed explanation of why that rate was chosen. In addition, the City would like to see a proposal that includes a "continuous charge," meaning that users are continuously charged the hourly fee for the time that they are parked in the space, even if their vehicle has already achieved a full battery charge. Other proposals offering creative solutions (such as peak/off-peak rates within the range, etc) to promote vehicle turnover are also encouraged. Please describe how the fees will be collected and how the creative solutions will function to promote vehicle turnover. No proposals outside of the \$1.50-\$3.00 range will be considered for Level II charging stations during the first four hours of connection. Increased fees for both Level II and Level III DC Fast Chargers after the established time limits will be considered (see "Signage Program" section below for further explanation as to applicable time limits). Proposals which include a rate structure using Kilo Watt Hours (kWh) and which fall within the aforementioned range will be evaluated, however, please include a thorough explanation as to why that rate structure is being proposed.

2) Signage Program:

Proposals should include a signage program that denotes how long a vehicle may park in an EV space, that the spaces are for EV charging only, and the necessary towing verbiage in order to enforce the time limit. Please include written and pictorial descriptions of each sign proposed. The City would like no less and no more than a 4-hour time limit for the Level II chargers, as it would allow users to receive a full or mostly full charge, while not impeding users from enjoying an activity at the location while receiving a charge, such as a theatre production or sporting event. For the Level III DC Fast Charging station, please propose a time limit that you feel would provide a sufficient amount of "topping off" of an electric battery while also promoting vehicle turnover.

The signage program should also include "wayfinding" signage to alert EV drivers to the presence of charging stations nearby. This may include signs within a certain radius of each site or in the case of the DC Fast Charging station, signs placed on the freeway denoting which exit to take for the DC unit. Please provide a written and pictorial description of the "wayfinding" program, including maps of proposed locations of signage directing the public to the six proposed locations.

3) Creative Solutions:

The City of Torrance is interested in creative solutions to the issues that have arisen and been observed at the two existing EV charging stations as demand has grown. Creative solutions and innovative software applications should be employed to promote vehicle turnover, aid in data collection, provide users with mobile interactive navigational guides, aid in enforcement of time limits, and/or prevent vandalism, etc. The interactive software application should be designed so that is open access to the public, with no login required for use. The City must be the owner of all data collected by the charging units** and the software should be easily transferrable to the City's satisfaction should the contract expire without renewal and/or a new vendor is selected in the future. The vendor shall apply the following specifications when designing the software:

1. Host all data to City specifications and provide a link from the City website to the vendor's web-site that details:
 - a. Location of units
 - b. Availability of Units
 - c. Hourly rates
 - d. Total Usage (both time in minutes) and (kW power) of chargers per Site.
 - e. Total Green House Gas Emissions reduced (using later DOE or CEC energy portfolio sources for the region)
2. The City will own all data collected**
3. Data report must be provided quarterly to the City by the 15th day after the preceding quarter.

**To ensure privacy of users, credit card/debit data shall not be submitted to the City of Torrance and shall not be retained by the vendor any longer than necessary to ensure payment and abide by all State and Federal regulations for the retention, reuse and resale of such data.

4) Maintenance Program

Please provide a detailed description of the maintenance plan for the continued reliable operation of the units, any unforeseen breakdowns of the electric vehicle supply equipment and any potential vandalism of the units. Please include anticipated response times to broken and/or vandalized equipment and expected recovery timeframes of the units.

General Requirements:

The City of Torrance must abide by the timelines proposed for each grant, which requires that all electric vehicle charging stations be installed, tested and operational by May of 2016. The Schedule of Products and Due Dates for the CEC grant are listed on page 41 and 42 of the grant application (Attachment D) while the MSRC grant submittal includes these dates on page 19 of Attachment E.

The use of CEC grant funds requires the preparation and submittal of monthly progress reports and a final report, once the units have been installed and are operational. The monthly progress reports will periodically verify that satisfactory and continued progress is made towards achieving the objectives of this Agreement on time and within budget. The Final Report will assess the project's success in achieving the Agreement's goals and objectives, advancing science and technology, and providing energy-related and other benefits to California. The selected vendor will be responsible for preparation of the drafts of these reports and submitting them to City staff for review. For further information, please see pages 33-34 of Attachment D.

The selected vendor will also be expected to participate in any media outreach required by the use of grant funds.

Please see Grant Requirements Section on Page 6 and Attachments B and C for further information on General Requirements of the selected vendor.

The awarded vendor must coordinate with the Building Division to secure the necessary construction permits and the General Services for the installation and maintenance of all EV infrastructure.

Work Plan:

Prior to the beginning of the work, the successful proposer must provide the City a schedule and work plan for approval. Please provide a detailed schedule of tasks, deliverables associated with each task and a scheduled date for completion of each task and/or deliverable. This schedule should reflect the dates outlined within each grant application and may be modified during contract negotiations or during the duration of the contract if the original proposed dates are no longer feasible, given unforeseen circumstances.

Proposal Submittal:

Vendors shall submit one (1) original proposal marked "ORIGINAL," five (5) identical copies, and an electronic searchable PDF copy as follows:

City of Torrance
City Clerk's Office
Attn: Nina Lang
3031 Torrance Blvd.
Torrance, CA 90503

Proposals shall be clearly labeled in a sealed box and labeled: "RFP for Publically Accessible Electric Vehicle Charging Infrastructure, RFP No. B2014-30".

RFP Timeline:

- Mandatory Pre-Proposal Conference and Site Walk June 16, 2014
- Deadline for submitting Questions June 23, 2014
- Answers to questions posted on website June 30, 2014
- Deadline for submission of proposals July 14, 2014
- Evaluation Period July 14 – August 21, 2014
- Selection of Vendor August 18 - 21, 2014

NOTE: The RFP Timeline is a tentative schedule of key dates. The City of Torrance reserves the right to modify this timeline at any time. The City will notify prospective vendors of any such change with appropriate notice given.

Proposals must be received by Monday July 14, 2014 at 3:00 pm local time. Proposals that do not arrive by the specified date and time WILL NOT BE ACCEPTED under any circumstances and will be returned unopened. E-mail or fax submissions will not be accepted.

At its sole discretion, the City may reject incomplete proposal submittals if, in its judgment, the submittal lacks information needed to effectively evaluate the proposal. Nothing in this request for qualifications implies a contractual obligation with any firm, nor will the City reimburse costs for submittal preparation.

Each proposal must contain the following: Proposers that do not provide these items in their proposal will be disqualified and their proposal will not be evaluated.

Proposals submitted in response to this RFP shall include the information and materials listed below in the following format. Proposals that do not address all topic areas sufficiently will be deemed less responsive than those that do. Incomplete applications will not be considered for evaluation. It is the responsibility of the applicant to ensure completeness of their proposal.

- 1) Cover Letter – Include a cover letter indicating the key aspects of your proposal. The letter must include the company name, address, and name, telephone, fax and e-mail address of the person authorized to represent the proposing party.
- 2) Qualifications and Experience – Please provide the structure and experience of the firm including the year it was established as it currently operates. Please provide the qualifications and experience of the project team members in successfully completing similar projects. Identify the individuals who will be working on this project (including any subcontractors), according to their roles and responsibilities and provide their resumes. Provide related experience, including individual projects and the names and contact information of references relative to these projects. This should include a list of all California communities where your firm has provided and maintained charging stations at any time during the last five years, whether the chargers are still in place or not or whether the contract was renewed or cancelled. The list should also include the following details for each community:
 - a) Name of the organization that contracted with you for charging stations and the contact information of the person you worked with there.
 - b) Was the contract/ franchise exclusive or nonexclusive?
 - c) The number of charging stations provided.
 - d) Time period that your charging stations were installed.
 - e) Length of contract and whether it was renewed.
 - f) Amount of grant funding used, if applicable.
- 3) Project Narrative and Approach– Please provide a detailed description of the approach for undertaking and completing the project described in this RFP, particularly in the Scope of Work section. This description of the approach should include:
 - a) A written and pictorial description of the proposed electric vehicle charging station design and EVSE unit types
 - b) Proposed rate structure and method of collection
 - c) Description of creative strategies to promote vehicle turnover, data collection on number of charges/length of charges, etc.
 - d) Written and pictorial descriptions of sign program including at the EV Charging locations and wayfinding signs.
 - e) Description of proposed maintenance program including the anticipated response times.
 - f) A detailed Work Plan including a schedule of tasks and deliverables and their anticipated completion dates. This schedule should be in line with the project timeline approved under each grant.
- 4) Budget – Please provide a detailed project proforma broken down by cost per EV Charging units, installation costs, hourly wages of employees and subcontractors, cost of data collection programs and expected revenues received from charging stations. The City will only provide financial assistance in the form of grant and matching funds that were received to offset the infrastructure and installation costs of the units. The management and maintenance program for the EV charging units should be cost neutral for the City, but should recoup vendor costs for electricity and maintenance as well as any profit. The amount of profit the vendor will receive per month/year should be clearly described.
- 5) References – Please provide a minimum of three (3) references for similar work. References should include the name and title of the contact, organization name, address and phone number, as well as a brief description of the work performed.

RFP No. B2014-30

RFP for Publically Accessible Electric Vehicle Charging Infrastructure

SECTION III PROPOSAL SUBMITTAL

FAILURE TO COMPLETE ALL ITEMS IN THIS SECTION MAY INVALIDATE PROPOSAL.

In accordance with your "Request for Proposals (RFP)", the following proposal is submitted to the City of Torrance.

RFP Submitted By:

Name of Company

Street Address

City

Zip Code

Telephone Number

Fax Number

Printed Name/Title

E-Mail Address

Signature

Date

Form of Business Organization: Please indicate the following (check one);

Corporation Partnership Sole Proprietorship Other: _____

Do you have a Parent Company?: No Yes, _____
(Name of Parent Company)

Do you have any Subsidiaries?: No Yes, _____
(Name of Subsidiary Company)

Business History:

Years in business under your current name and form of business organization? _____ Years
If less than three (3) years and your company was in business under a different name, what was that name?

Contact for Additional Information:

Please provide the name of the individual at your company to contact for any additional information:

Printed Name

Title

Telephone

E-Mail Address

Addenda Received: Please indicate addenda information you have received regarding this RFP:

Addendum No.	Date Received

Addendum No.	Date Received

No Addenda received regarding this RFP.

Payment Terms: The City of Torrance Payment terms are Net 30. The City does not make pre-payments, or pay upon receipt.

Do you offer any discounted invoice terms? _____

Project Start and Completion:

The City requires the project to start as soon as possible from the award of a contract and the project completed as soon as possible. All EV Charging stations must be installed, tested and operational by May of 2016. Please see the Schedule of Products and Due Dates for the CEC grant listed on page 41 and 42 of Attachment D and page 19 of Attachment E for the MSRC grant submittal.

Renewal Option:

Please state, if requested by the City, if your company would agree to a renewal of this contract with terms and conditions unchanged. If the contract is extended after the first year, commencing in the second year and subsequent years, the rate structure charged at each EV charging station may be increased by the Consumer Price Index for the Los Angeles area (April to April).

Yes _____ we would agree to add one (1) additional year (after initial year contract term)

Yes _____ we would agree to add two (2) additional years (after initial year contract term)

No _____ we would not be interested in renewing this contract.

Project Manager:

Please provide the name of the individual at your company who will serve as Project Manager for this contract.

_____		_____	
Name		Title	
_____	_____	_____	
Telephone Number	Fax Number	Email Address	

Contract Representative:

Please provide the name of the individual at your company who will be responsible for administering this contract.

_____		_____	
Name		Title	
_____	_____	_____	
Telephone Number	Fax Number	Email Address	

Sub Contractors:

If awarded, will you be using sub contractors to carry out the scope of work required in this RFP?

Yes, we will be using sub contractors and have listed their contact information below.

No, we will not be using any sub contractors for this project.

Company Name	Name of Contact	Title
Telephone Number	Fax Number	Email Address

Please explain the working relationship between your company and the sub contractor.

Proposal Submittal (continued):

Vendor Name: _____

References:

Provide at least three references that have your proposed product in a production implementation similar in size and operation to the City of Torrance. California Municipal governments are preferable.

1. _____
Company Name

Street Address City State Zip Code

Contact Name Telephone Number

2. _____
Company Name

Street Address City State Zip Code

Contact Name Telephone Number

3. _____
Company Name

Street Address City State Zip Code

Contact Name Telephone Number

Vendor Name: _____

RFP Submittal Requirement and Acknowledgement	
Vendors are required to answer each of the questions listed below. You must indicate below that you have provided this information in your proposal submittal. You must attach additional sheets to your RFP submittal describing in detail the service you are proposing.	
RFP Scope of Work Questions	Indicate what page in your proposal you have answered this question.
Did you include original, 5 copies and an electronic searchable PDF copy of your RFP Submittal?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Did you include a signed Affidavit Form with your RFP Submittal?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Did you include proof of C-10 Certification?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Did you include a Cover Letter?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Did you attach additional sheets to answer the Qualifications and Recent Experience with Similar Projects information on page 18 of this RFP?	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ___ of our submittal.
Did you attach additional sheets to answer the Project Narrative and Approach information on page 19 of this RFP?	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ___ of our submittal.
Did you include a Project Budget and Pro forma?	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ___ of our submittal.
Are your Prevailing Wage Rates Included in your project budget?	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ___ of our submittal
Did you include three (3) References?	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ___ of our submittal.
Did you include all addenda if any issued by the City?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Have you included Proposed Alternative Language to City's Consulting Services Agreement?	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ___ of our submittal

Vendor Name: _____

Price Proposal Cost Breakdown To Provide the Services Required in this RFP			
Description	No. of Hours	Labor Cost/hr (\$)	Cost
Cost to provide labor required for site preparation and design		\$	\$
Cost to provide labor required for installation of EV Infrastructure		\$	\$
Cost of provide all labor for the design and implementation of innovative programming units		\$	\$
Cost to provide all labor for management of EV charging over 3 year contract period		\$	\$
Cost to provide all labor for maintenance over 3 year contract period		\$	\$
Total Price Proposal for Labor Only			\$
Price Proposal Cost Breakdown To Provide the Equipment Required in this RFP (You must itemize all equipment)			
Description	Qty	Unit Price	Extended Price
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Sub Total Price for Equipment Only			\$
Sales Tax (9%) for Equipment Only			\$
Total for Equipment Only			\$
Total RFP Submittal Price			
Total Cost of Labor and Equipment			\$

STATE OF CALIFORNIA

PROPOSER'S AFFIDAVIT

COUNTY OF LOS ANGELES

_____ being first duly sworn deposes and says:

1. That he/she is the _____ of _____
(Title of Office) (Name of Company)

Hereinafter called "proposer", who has submitted to the City of Torrance a proposal for

(Title of RFP)

2. That the proposal is genuine; that all statements of fact in the proposal are true;

3. That the proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;

4. That the Proposer did not, directly or indirectly, induce solicit or agree with anyone else to submit a false or sham proposal, to refrain from proposing, or to withdraw his proposal, to raise or fix the proposal price of the Proposer or of anyone else, or to raise or fix any overhead, profit or cost element of the Proposer's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Torrance, or of any other Proposer, or anyone else interested in the proposed contract;

5. That the Proposer has not in any other manner sought by collusion to secure for itself an advantage over the other Proposer or to induce action prejudicial to the interests of the City of Torrance, or of any other Proposer or of anyone else interested in the proposed contract;

6. That the Proposer has not accepted any proposal from any subcontractor or materialman through any proposal depository, the bylaws, rules or regulations of which prohibit or prevent the Proposer from considering any proposal from any subcontractor or material man, which is not processed through that proposal depository, or which prevent any subcontractor or materialman from proposing to any contractor who does not use the facilities of or accept proposals from or through such proposal depository;

7. That the Proposer did not, directly or indirectly, submit the Proposer's proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Torrance, or to any person or persons who have a partnership or other financial interest with said Proposer in its business.

8. That the Proposer has not been debarred from participation in any State or Federal works project.

Dated this ____ day of _____, 20_____.

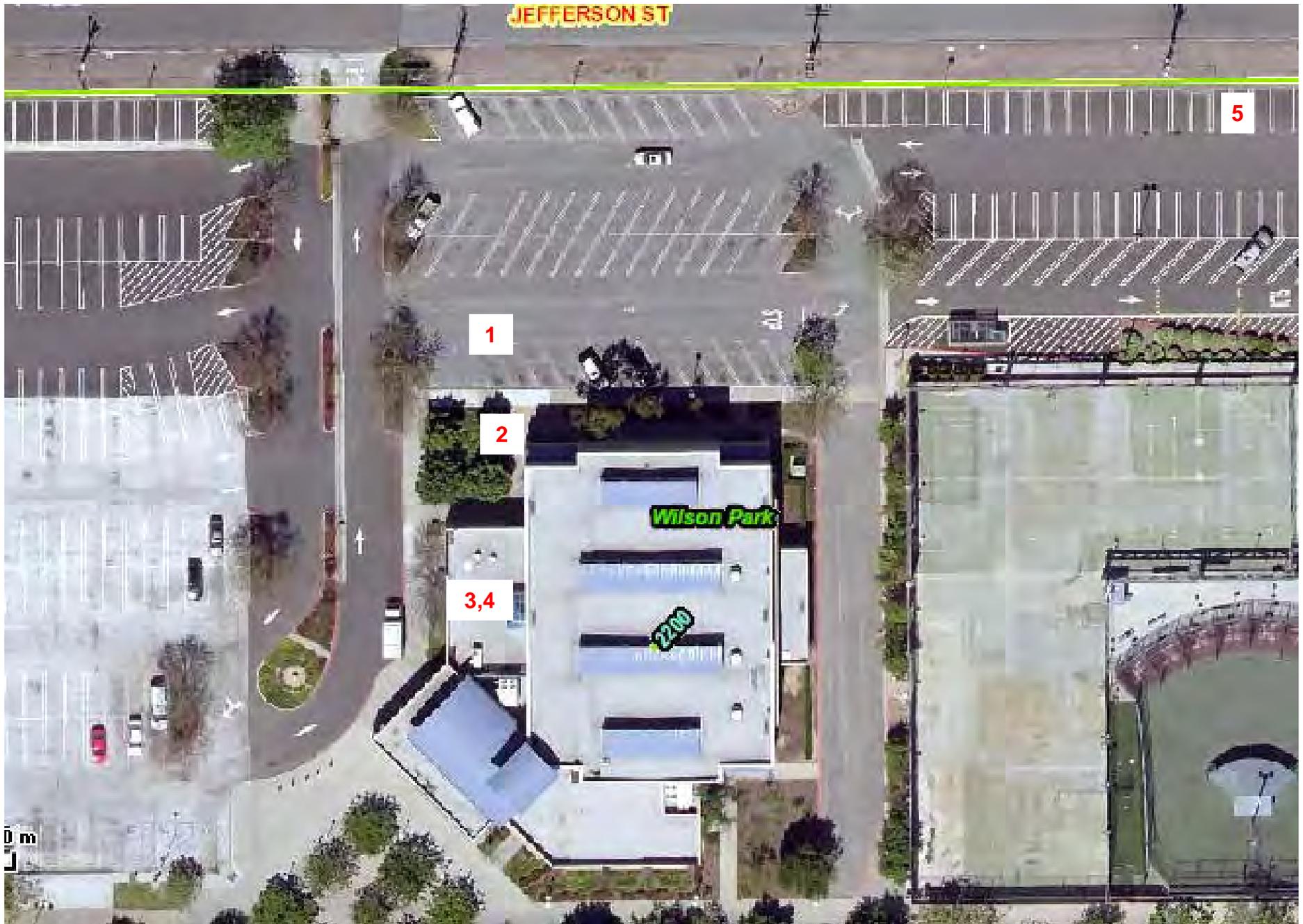
(Proposer Signature)

(Title)

Exhibit A

Site Information

Wilson Park



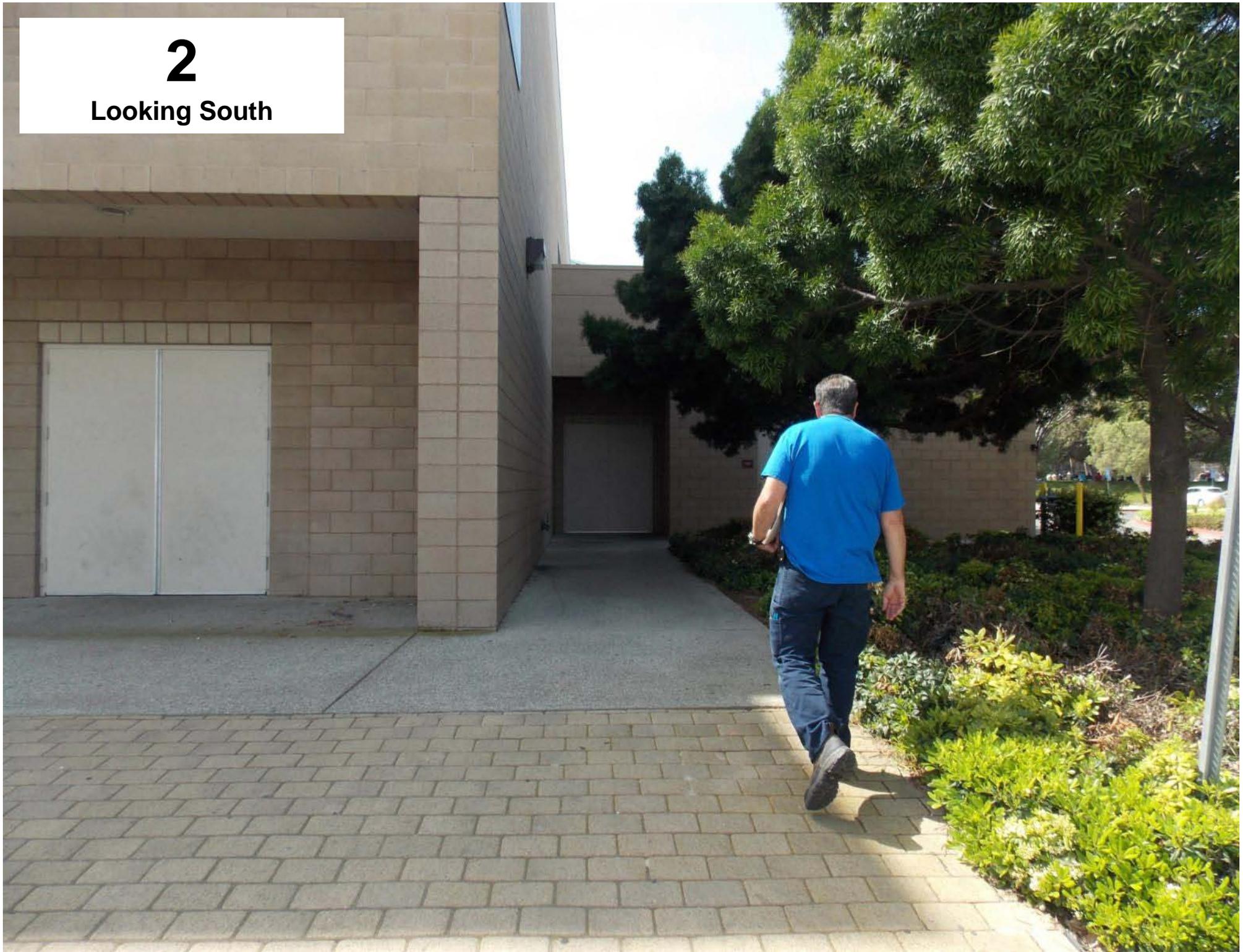
1

Looking Southeast



2

Looking South



3



4

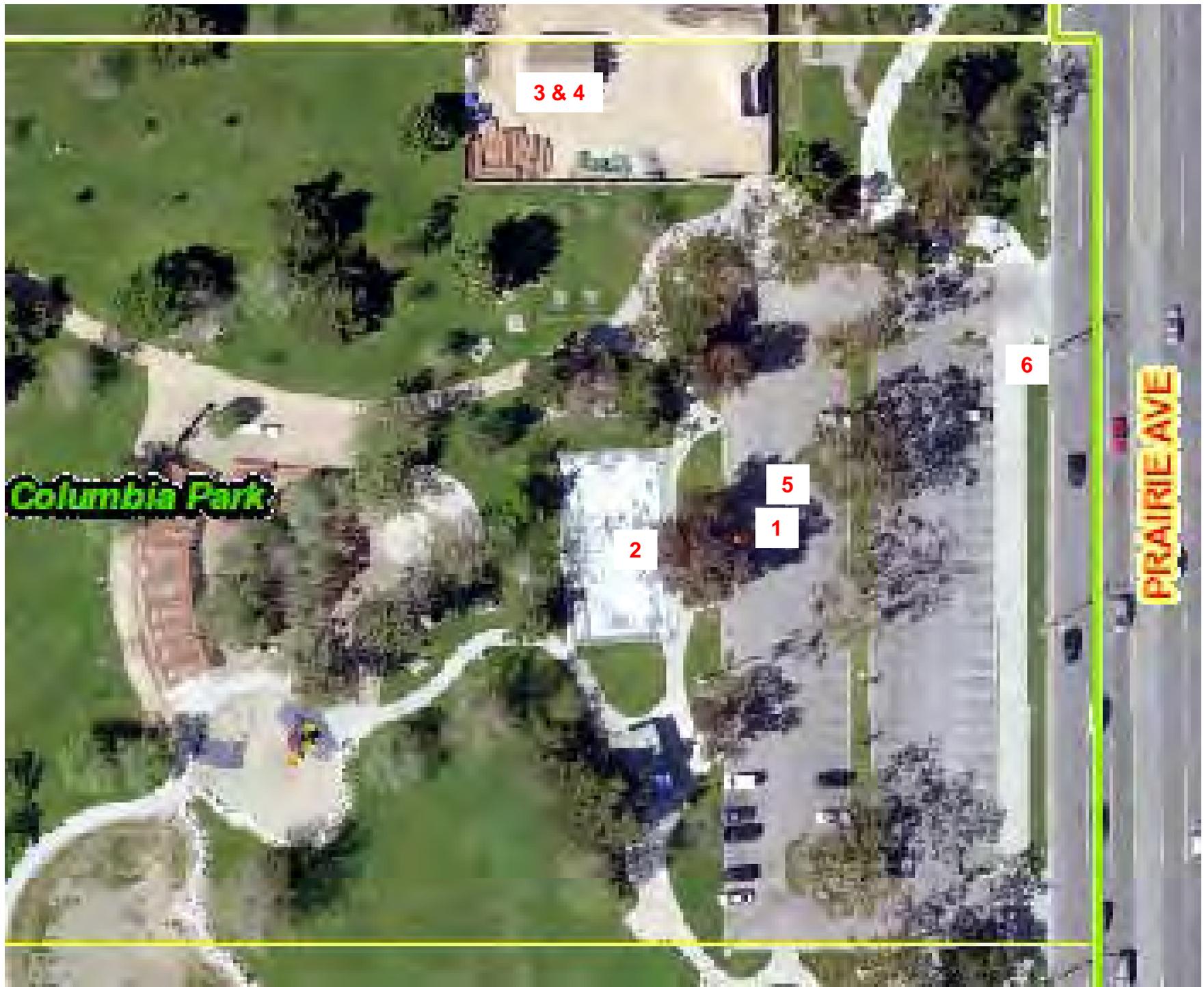


5

Looking Northeast



Columbia Park



1

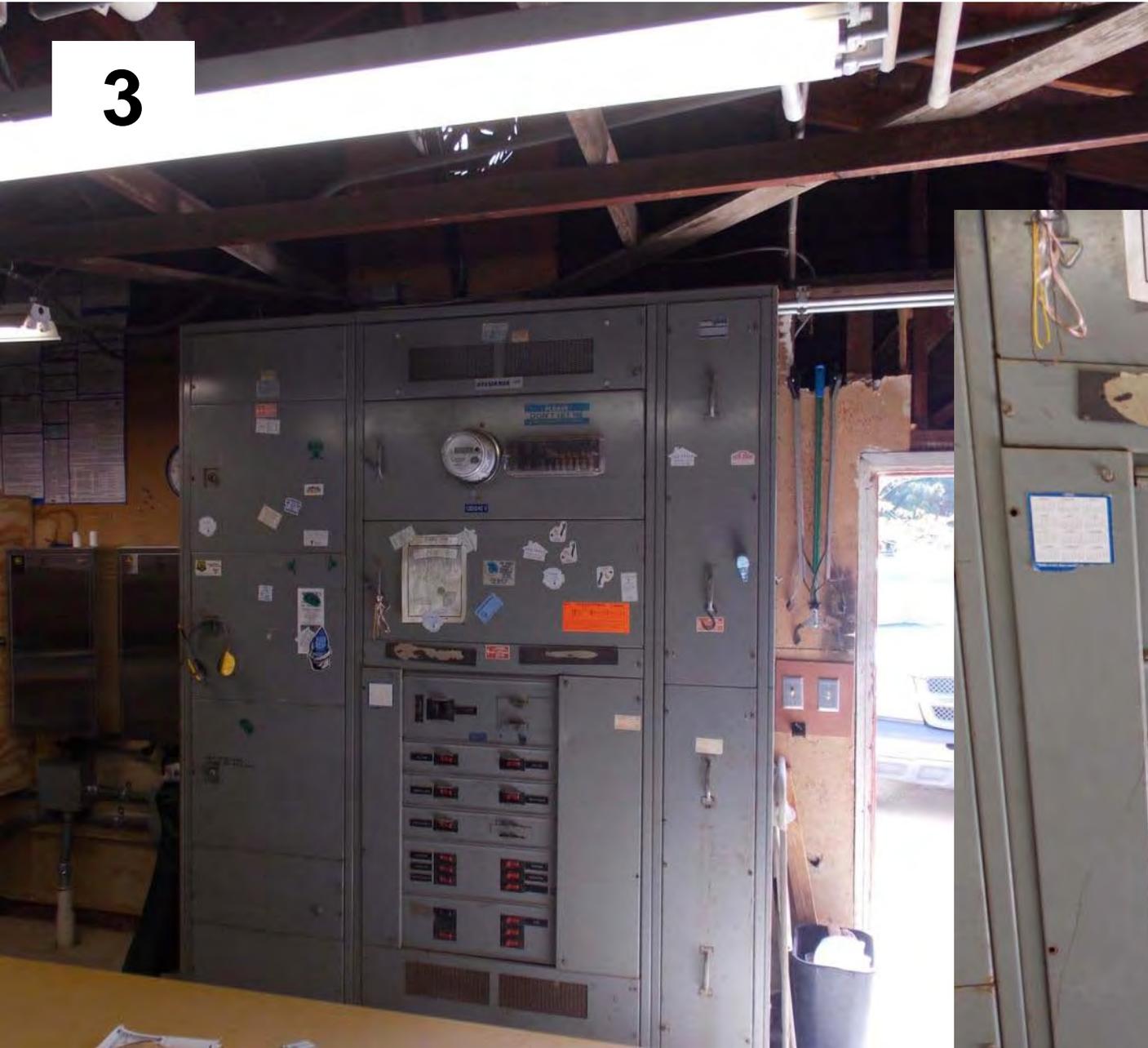
Looking West



2



3



4

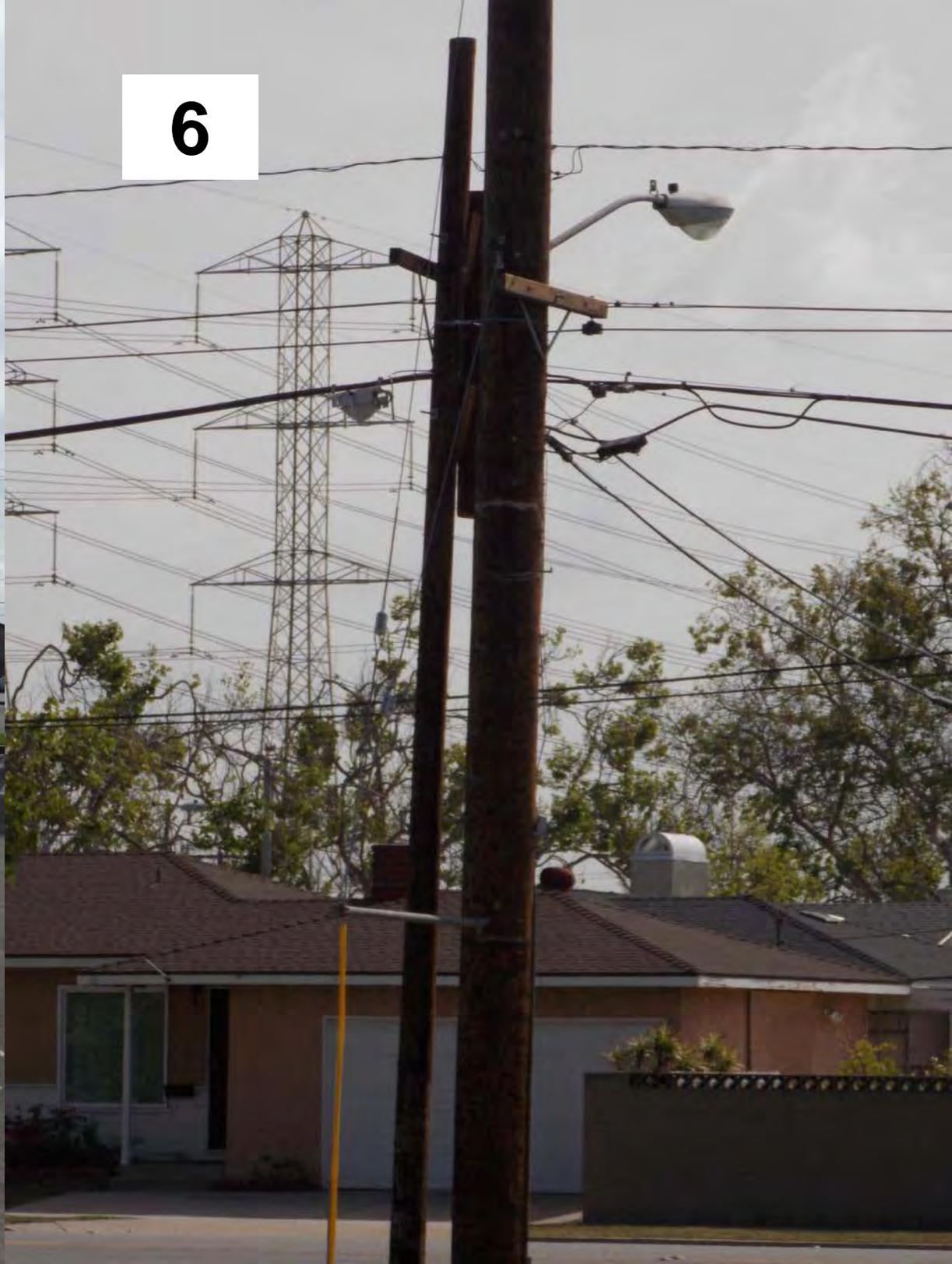


5

Looking East



6



Civic Center



6

5

4

1-3

In basement

Katy Geissert Civic Center Library

9

10

11

7-8

In 1-story Office

1



2



3

3B



BOOKS WITH
HIGHLIGHTING
SHOULD NOT BE
LISTED AS VERY GOOD

LIBRARY
WITHDRAWALS
SHOULD BE
LISTED AS
GOOD OR
POORER
NOT VERY GOOD

2/9/12
PLEASE DO
NOT LIST
BOOKS THAT
HAVE A
MISSING CD
Bon



4

Looking East



5

Looking South



6

Looking South



8



9

Looking Southeast



10

Looking Southwest

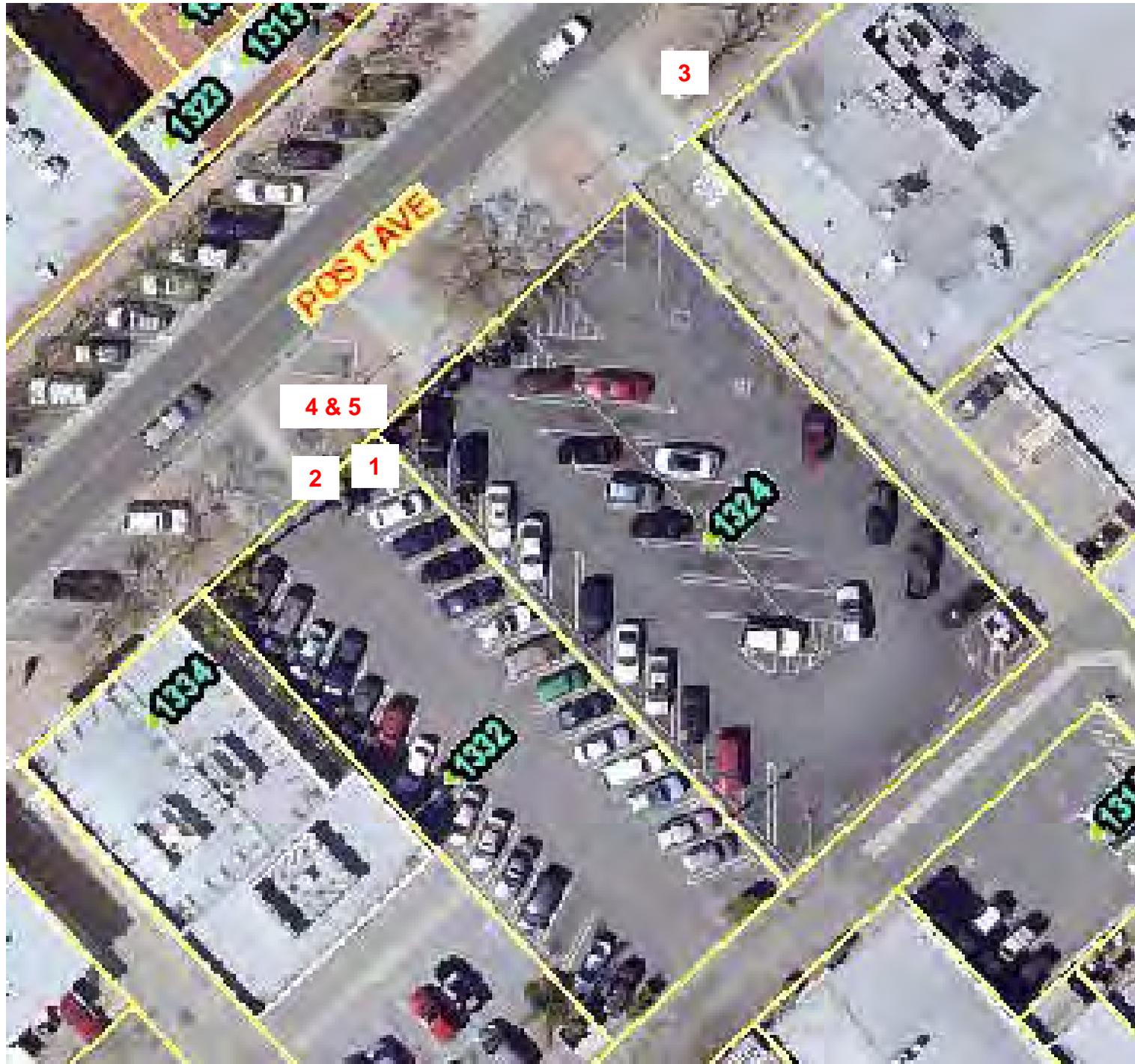


11

Looking West



Downtown Torrance



1



2

Looking Northeast



3



4



5

Looking Southwest

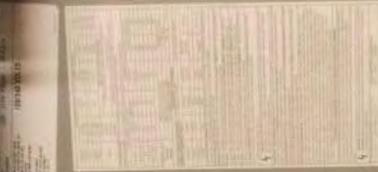


Walteria Library and Park



1

PANEL L
120/240V 1Ø 3W
FED FROM MAIN SERVICE



WARNING
ELECTRICAL ARC FLASH
PERSONAL PROTECTIVE
EQUIPMENT REQUIRED
FAILURE TO COMPLY CAN RESULT
IN INJURY OR DEATH
REFER TO NFPA 70E

Article 110.18 Flash Protection, 2008
National Electrical Code, requires that the flash protection level
determine the arc flash hazard analysis, the equipment
rating, the equipment and the equipment used as to
the number of cycles of the arc flash and the
rating that is listed as to be used under
these conditions. Additional information
of the equipment.

MAIN

- | | |
|----|----|
| 1 | 2 |
| 3 | 4 |
| 5 | 6 |
| 7 | 8 |
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| 13 | 14 |
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| 21 | 22 |
| 23 | 24 |
| 25 | 26 |
| 27 | 28 |
| 29 | 30 |
| 31 | 32 |
| 33 | 34 |
| 35 | 36 |
| 37 | 38 |
| 39 | 40 |
| 41 | 42 |



2

Looking Northwest



3

Looking West



4

Looking North



McMaster Park, Library & Police Substation



1

Looking North

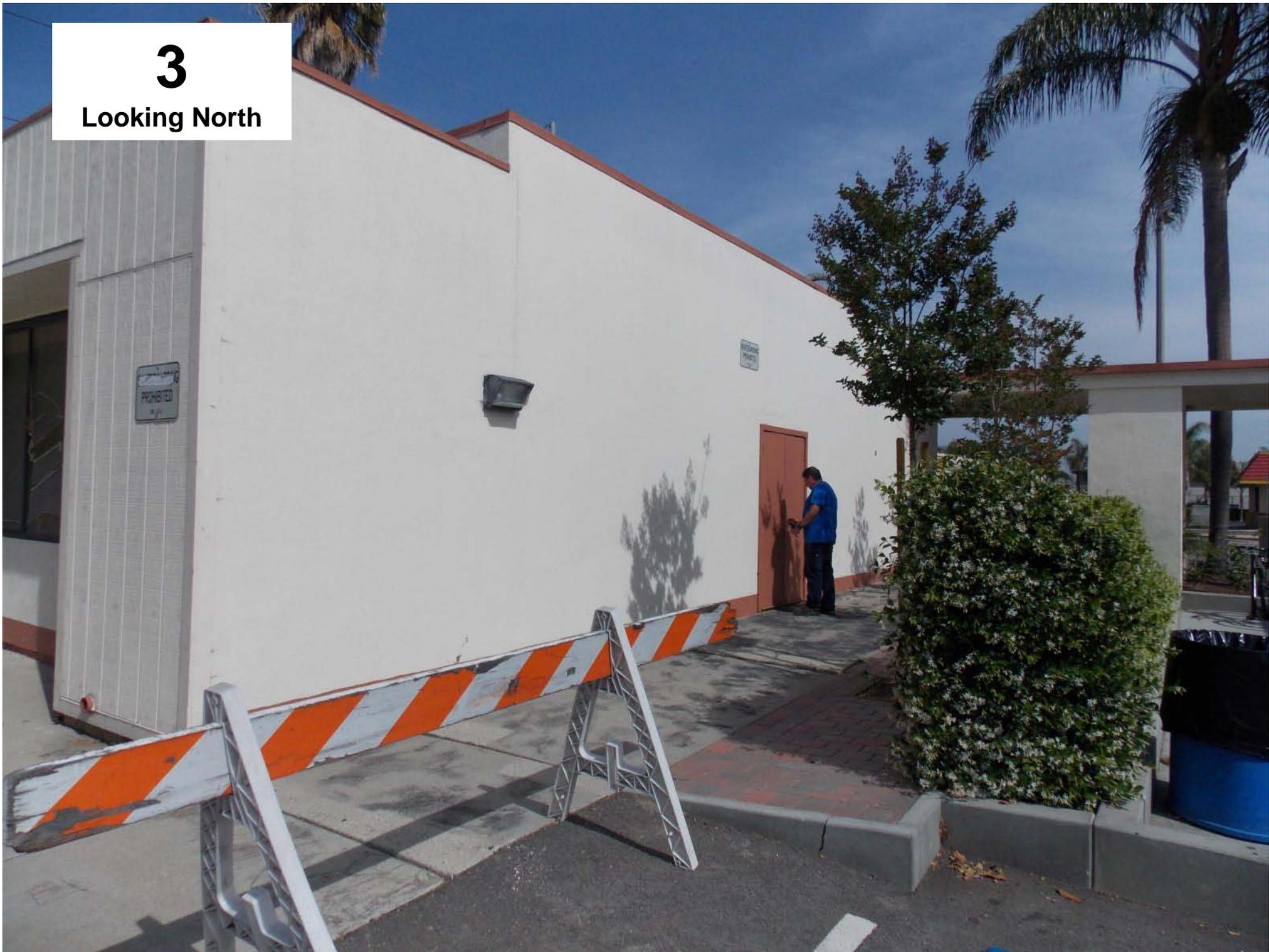


2



3

Looking North



4



5



6



Attachment A

Contract Service Agreement

CONTRACT SERVICES AGREEMENT

This CONTRACT SERVICES AGREEMENT (“Agreement”) is made and entered into as of Date (the “Effective Date”), by and between the CITY OF TORRANCE, a municipal corporation (“CITY”), and Contractor Name, type of entity (“CONTRACTOR”).

RECITALS:

- A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to Insert brief description of services.
- B. In order to obtain the desired services, the CITY has circulated its Request for Proposals for Insert brief title of RFP, RFP No. Insert RFP No. (the “RFP”).
- C. CONTRACTOR has submitted a Proposal (the “Proposal”) in response to the RFP. In its Proposal CONTRACTOR represents that it is qualified to perform those services requested in the RFP. Based upon its review of all proposals submitted in response to the RFP, the CITY is willing to award the contract to CONTRACTOR.

AGREEMENT:

1. SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR will provide the services and install those materials listed in CONTRACTOR’s Proposal submitted in response to the RFP. A copy of the RFP is attached as Exhibit A. A copy of the Proposal is attached as Exhibit B.

2. TERM

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through .

3. COMPENSATION

A. CONTRACTOR’s Fee.

For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with the compensation schedule set forth in the Proposal, provided, however, that in no event will the total amount of money paid the CONTRACTOR, for services initially contemplated by this Agreement, exceed the sum of \$insert dollar amount (“Agreement Sum”), unless otherwise first approved in writing by CITY.

B. Schedule of Payment.

Provided that the CONTRACTOR is not in default under the terms of this Agreement, upon presentation of an invoice, CONTRACTOR will be paid the fees described in Paragraph 3.A. above, according to the Compensation Schedule. Payment will be due within 30 days after the date of the invoice.

4. TERMINATION OF AGREEMENT

A. Termination by CITY for Convenience.

1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.
2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONTRACTOR will:
 - a. cease operations as directed by CITY in the notice;
 - b. take actions necessary, or that CITY may direct, for the protection and preservation of the work; and
 - c. except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
3. In case of such termination for CITY's convenience, CONTRACTOR will be entitled to receive payment for work executed; and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

B. Termination for Cause.

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party written notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.
2. In the event this Agreement is terminated for cause by the default of the CONTRACTOR, the CITY may, at the expense of the CONTRACTOR and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys

due the CONTRACTOR under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONTRACTOR and its surety from liability for the default. Under these circumstances, however, the CONTRACTOR and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.

3. Termination for cause will not affect or terminate any of the rights of the CITY as against the CONTRACTOR or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

In the event the CONTRACTOR or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 19 of this Agreement; or for any other cause the CITY determines to be so serious and compelling as to affect CONTRACTOR's responsibility as a public consultant or contractor, including but not limited to, debarment by another governmental agency, then the CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The CITY will not take action until CONTRACTOR has been given notice and an opportunity to present evidence in mitigation.

5. **FORCE MAJEURE**

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental control, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

6. RETENTION OF FUNDS

CONTRACTOR authorizes CITY to deduct from any amount payable to CONTRACTOR (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate CITY for any losses, costs, liabilities, or damages suffered by CITY, and all amounts for which CITY may be liable to third parties, by reason of CONTRACTOR's acts or omissions in performing or failing to perform CONTRACTOR's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by CONTRACTOR, or any indebtedness exists that appears to be the basis for a claim of lien, CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONTRACTOR to insure, indemnify, and protect CITY as elsewhere provided in this Agreement.

7. CITY REPRESENTATIVE

City Representative is designated as the "City Representative," authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONTRACTOR.

8. CONTRACTOR REPRESENTATIVE(S)

The following principal(s) of CONTRACTOR are designated as being the principal(s) and representative(s) of CONTRACTOR authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

Representative 1
Representative 2

9. INDEPENDENT CONTRACTOR

CONTRACTOR is, and at all times will remain as to CITY, a wholly independent contractor. Neither CITY nor any of its agents will have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as otherwise set forth in this Agreement. CONTRACTOR's agents and employees are not and shall not be considered employees of CITY for any purpose. CONTRACTOR may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY. CITY has no duty, obligation, or responsibility to CONTRACTOR's agents or employees under the Affordable Care Act. CONTRACTOR is solely responsible for any tax penalties associated with the failure to offer affordable coverage to its agents and employees under the Affordable Care Act and any other liabilities, claims and obligations regarding compliance with the Affordable Care Act with respect to CONTRACTOR's agents and employees. CITY is not responsible

and shall not be held liable for CONTRACTOR's failure to comply with CONTRACTOR's duties, obligations, and responsibilities under the Affordable Care Act. CONTRACTOR agrees to defend, indemnify and hold CITY harmless for any and all taxes and penalties that may be assessed against CITY as a result of CONTRACTOR's obligations under the Affordable Care Act relating to CONTRACTOR's agents and employees.

10. BUSINESS LICENSE

The CONTRACTOR must obtain a City business license prior to the start of work under this Agreement, unless CONTRACTOR is qualified for an exemption.

11. OTHER LICENSES AND PERMITS

CONTRACTOR warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

12. FAMILIARITY WITH WORK

By executing this Agreement, CONTRACTOR warrants that CONTRACTOR (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should CONTRACTOR discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONTRACTOR must immediately inform CITY of that fact and may not proceed except at CONTRACTOR's risk until written instructions are received from CITY.

13. CARE OF WORK

CONTRACTOR must adopt reasonable methods during the term of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by CITY, except those losses or damages as may be caused by CITY's own negligence.

14. CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

Records of the CONTRACTOR's time pertaining to the project, and records of accounts between CITY and the CONTRACTOR, will be kept on a generally recognized accounting basis. CONTRACTOR will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to CITY during normal working hours. CONTRACTOR will maintain these records for three years after final payment.

15. INDEMNIFICATION

CONTRACTOR will indemnify, defend, and hold harmless CITY, the Successor Agency to the former Redevelopment Agency of the City of Torrance, the City Council, each member thereof, present and future, members of boards and commissions, its officers, agents, employees and volunteers from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONTRACTOR, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONTRACTOR's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONTRACTOR and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONTRACTOR will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONTRACTOR will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

16. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No officer or employee of CITY will be personally liable to CONTRACTOR, in the event of any default or breach by the CITY or for any amount that may become due to CONTRACTOR.

17. INSURANCE

A. CONTRACTOR and its subcontractors must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:

1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
 - a. Primary Bodily Injury with limits of at least \$500,000 per person, \$500,000 per occurrence; and
 - b. Primary Property Damage of at least \$250,000 per occurrence; or
 - c. Combined single limits of \$1,000,000 per occurrence.

2. General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$5,000,000 per occurrence.
 3. Workers' Compensation with limits as required by the State of California and Employer's Liability with limits of at least \$1,000,000.
- B. The insurance provided by CONTRACTOR will be primary and non-contributory.
 - C. CITY ("City of Torrance"), the Successor Agency to the former Redevelopment Agency of the City of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.
 - D. CONTRACTOR must provide certificates of insurance and/or endorsements indicating appropriate coverage, to the City Clerk of the City of Torrance before the commencement of work.
 - E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CITY.

18. SUFFICIENCY OF INSURERS

Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to CITY, the CONTRACTOR agrees that the minimum limits of any insurance policies or performance bonds required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONTRACTOR will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of CITY within 10 days of receipt of notice from the Risk Manager.

19. CONFLICT OF INTEREST

- A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.

- B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

20. NOTICE

- A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:
 - 1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
 - 2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
 - 3. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.
 - 4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
 - 5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

6. Addresses for purpose of giving notice are as follows:

CONTRACTOR Contractor's Name and Address

Fax: Insert Fax Number

CITY:

City Clerk
City of Torrance
3031 Torrance Boulevard
Torrance, CA 90509-2970
Fax: (310) 618-2931

- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either CITY or CONTRACTOR without the prior written consent of the other.

22. INTEGRATION; AMENDMENT

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

23. INTERPRETATION

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

24. SEVERABILITY

If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

25. TIME OF ESSENCE

Time is of the essence in the performance of this Agreement.

26. GOVERNING LAW; JURISDICTION

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

27. COMPLIANCE WITH STATUTES AND REGULATIONS

CONTRACTOR will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

28. WAIVER OF BREACH

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

29. ATTORNEY'S FEES

Except as provided for in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

30. EXHIBITS

All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

31. CONTRACTOR'S AUTHORITY TO EXECUTE

The persons executing this Agreement on behalf of the CONTRACTOR warrant that (i) the CONTRACTOR is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONTRACTOR; (iii) by so executing this Agreement, the CONTRACTOR is formally bound to the provisions of this Agreement; and

(iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONTRACTOR is bound.

CITY OF TORRANCE
a Municipal Corporation

Firm Name
Type of Entity

Frank Scotto, Mayor

By: _____
Signer
Title

ATTEST:

Sue Herbers
City Clerk

APPROVED AS TO FORM:
JOHN L. FELLOWS III
City Attorney

By: _____

Attachments: Exhibit A Request for Proposals
 Exhibit B Proposal

Revised: 10/29/2008

EXHIBIT A
REQUEST FOR PROPOSALS
[To be attached]

EXHIBIT B
PROPOSAL
[To be attached]

Attachment B

MSRC Grant Terms and Conditions



Announcing the MSRC's Clean Transportation Funding

**Local Government Match Program
2013-2014 Edition**

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

Program Guidelines & Application

PA2014-04

September 6, 2013



DATE: September 6, 2013
TO: Local Government Official
FROM: Greg Pettis, Chair, MSRC
SUBJECT: MSRC Local Government Match Program Announcement

The Mobile Source Air Pollution Reduction Review Committee (MSRC) is pleased to announce a new round of **Clean Transportation Funding™** available exclusively to cities and counties within the South Coast Air Quality Management District (SCAQMD). The Local Government Match Program offers to co-fund clean air projects implemented by cities and counties that utilize their Motor Vehicle Registration Fee Subvention Funds, commonly referred to as "AB 2766 Subvention Funds". The MSRC, using its Discretionary Funds, will contribute match funding towards qualifying projects. All cities and counties within the jurisdiction of the AQMD who receive AB 2766 Subvention Funds are eligible to participate in this Program. Also, regional Councils of Governments (COGs) who receive an appropriation of AB 2766 Subvention Funds from their member jurisdictions are eligible to participate, provided that qualifying AB 2766 Subvention Funds are used by the COG as the matching funds.

Eligible project categories for this year's Local Government Match Program have been refined to better support cities' and counties' air quality improvement needs. The following project categories are eligible to receive MSRC matching funds under the 2013 Program:

- New Alternative-Fuel Refueling Stations
- Upgrade & Expansion of Existing Alternative Fuel Refueling Stations
- Upgrade of Existing Fleet Maintenance Facilities to Accommodate Gaseous-fuel Vehicles
- Bicycle Infrastructure & Related Programs
- Electric Vehicle Charging Stations
- Purchase of Medium & Heavy-Duty Alternative Fuel Vehicles
- Street Sweeping Operations in the Coachella Valley

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

The 2013 Edition of the Local Government Match Program features streamlined application forms to reduce the need to fill out paperwork. Also, applications must be submitted via an online submittal

process as opposed to paper copies – eliminating *all* paperwork. In an effort to reduce paper waste, **ONLY** electronically submitted applications will be accepted!

MSRC staff is available to assist applicants during the development of their Local Government Match Program applications. Please refer to Section I.D. of the Program Announcement for a listing of MSRC Staff points of contact. Should you have any immediate questions, please contact Ray Gorski, MSRC Technical Advisor, at (909) 396-2479, or Ms. Cynthia Ravenstein, MSRC Program Administrator, at (909) 396-3269. The Announcement and Application documents can be accessed via the Internet by visiting MSRC's **Clean Transportation Funding**[™] website at www.CleanTransportationFunding.org.

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

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SECTION I: PROGRAM INTRODUCTION

The Mobile Source Air Pollution Reduction Review Committee (MSRC) is pleased to announce the 2013 Edition of the Local Government Match Program, a Clean Transportation Funding™ opportunity available exclusively to cities and counties within the South Coast Air Quality Management District (SCAQMD). The Local Government Match Program (Match Program) offers to co-fund clean air projects implemented by cities and counties utilizing their AB 2766 Subvention Funds. The MSRC, using its Discretionary Funds, will contribute a “funding match” towards a qualifying project. The MSRC has allocated \$11.0 million in Clean Transportation Funding™ for the 2013 Edition of the Match Program.

The primary goal of the Match Program is to assist local governments in *leveraging* their AB 2766 Subvention Funds to implement timely, effective air pollution reduction projects. The Match Program directly supports cities and counties in meeting and exceeding their clean air obligations under the SCAQMD Fleet Rules. Additionally, the partnerships formed by the MSRC and local jurisdictions to construct new, publicly accessible alternative-fuel refueling infrastructure support expansion of the refueling network that benefits the entire South Coast region.

All cities and counties within the jurisdiction of the SCAQMD who receive AB 2766 Subvention Funds are eligible to participate in this Match Program. Also, regional Councils of Governments (COGs) who receive an appropriation of AB 2766 Subvention Funds from their member jurisdictions are eligible to participate, provided that qualifying AB 2766 Subvention Funds are used by the COG as the matching funds.

The Match Program is not a competition in the traditional sense. Funding will be distributed on a first-come, first-served basis to applicants that satisfy project requirements as specified in the following guidelines. While the MSRC makes every effort to ensure that all cities and counties have an opportunity to participate, funding is limited; thus, the availability of match funds cannot be guaranteed.

The 2013 Edition of the MSRC Local Government Match Program retains many features of past Match Program offerings. As in past years, MSRC Clean Transportation Funding™ will provide a “dollar for dollar” match against AB 2766 Subvention Funds and/or other qualifying match funding sources. The eligible project categories in the 2013 Edition have been selected to reflect feedback from local jurisdictions as to their funding priorities – for this reason, the MSRC has identified the following project categories for which an MSRC Match can be requested. These categories include:

- New Alternative-Fuel Refueling Stations
- Upgrade & Expansion of Existing Alternative Fuel Refueling Stations
- Upgrade of Existing Fleet Maintenance Facilities to Accommodate Gaseous-fuel Vehicles
- Bicycle Infrastructure & Related Programs
- Electric Vehicle Charging Stations
- Purchase of Medium & Heavy-Duty Alternative Fuel Vehicles
- Street Sweeping Operations in the Coachella Valley

Please note that only entities located within the Coachella Valley are eligible to participate in Street Sweeping category, as only the Coachella Valley has street sweeping as an element of an approved State Implementation Plan (SIP).

A thorough discussion of the Match Program categories, participation requirements, and project guidelines is included in Section I.C., “Participation Guidelines, Requirements, & Conditions”, included herein.

The MSRC has designed the Match Program to be as flexible and easy to participate in as possible within the constraints of a government agency public process. Also, to reduce the need to photocopy, package, and physically submit paper applications, the 2013 Edition of the Match Program requires that applications be submitted electronically in PDF format using the MSRC Website. We believe this benefits the applicant, the MSRC staff, and the environment. A tutorial has been developed to walk applicants step by step through the electronic application submittal process. This tutorial is available on the MSRC Website at www.CleanTransportationFunding.org. Look for the link on the right hand side of the Home Page – “Proposal Upload Tutorial” - and click that link to view the step-by-step instructions.

The following Sections of the Match Program Guidelines provide a more detailed discussion of the project categories, participation requirements, and application preparation templates. While the MSRC staff do their best to make the process self-explanatory, questions are inevitable; see Section I.D for a list of MSRC staff contacts if you need assistance regarding any aspect of the 2013 Match Program.

I.A. PROGRAM SCHEDULE

The MSRC Local Government Match Program will be conducted in accordance with the timeline illustrated in Table I.A-1, below. As shown, project applications will be accepted electronically beginning on October 15, 2013. Applications will be accepted until **5:00 pm on February 28, 2014**. Please note that only applications submitted electronically via the MSRC website will be accepted. Paper copies of the application are not acceptable and should not be submitted.

While applications may be submitted at any time during this period, MSRC Match Funds will be awarded on a first-come, first-served basis for eligible projects that conform to Match Program requirements. It is important to note that while applications can be submitted up until 5:00 pm on February 28, 2014, MSRC Match Funds may be exhausted prior to the February 28, 2014 submittal end date. Thus, the availability of MSRC Match Funds cannot be guaranteed.

Table I.A-1 Key Program Dates

Match Program Event	Date
Program Announcement Release Date	September 6, 2013
Applicant Workshop	September 24, 2013
Earliest Date for Application Electronic Submission	October 15, 2013
Last Date and time Electronic Applications will be Accepted	5:00 pm on February 28, 2014

I.B. APPLICANT WORKSHOP

An Applicant Workshop for the Local Government Match Program will be held on Tuesday, September 24, 2013. Please note that attendance at the applicant workshop is voluntary. The purpose of the workshop is to provide new or updated Program information, provide clarification regarding this Program Announcement, and answer general questions regarding application preparation and electronic submittal. In addition, the applicant workshop will provide a forum to address individual application preparation issues and provide one-on-one guidance to potential bidders. The location and time for the applicant workshop is as follows:

Date:	September 24, 2013
Time:	10:00 a.m. – 11:00 a.m.
Location:	SCAQMD Headquarters Conference Room CC6
Address:	21865 Copley Drive Diamond Bar, California 91765

In addition, MSRC staff members are available to answer questions and provide technical assistance as appropriate during the application preparation and acceptance period. Please refer to Section I.D. of this document for a list of MSRC Staff contacts.

I.C. PARTICIPATION GUIDELINES, REQUIREMENTS, & CONDITIONS

The MSRC's Match Program has been designed to make the application preparation and submittal process uncomplicated for the cities and counties within the SCAQMD. However, to ensure that the Match Program conforms to all applicable SCAQMD regulations and MSRC policies, the following requirements and conditions have been established and apply to all applicants:

1. **Earliest Date for an MSRC-Funded Project to Commence** – The release date of this Program Announcement, September 6, 2013, is the earliest date work on a project can commence and be potentially eligible for MSRC Match Program Funding. Any expenditure made in anticipation of an award of MSRC Match Program Funding and prior to execution of a contract is solely at the proposer's risk. If no Local Match Program contract is executed, neither the MSRC nor SCAQMD is liable for payment of any funds expended in anticipation of a contract. Please note that in the event a contract is executed, reimbursement for any costs incurred by the proposer in anticipation of the contract is at the discretion of the MSRC and SCAQMD.
2. **Funding Availability** - The amount of MSRC Clean Transportation Funding™ allocated for the Match Program is \$11.0M. Funding is available on a first-come, first-served basis to applicants proposing qualifying projects. For the purpose of this Match Program, all qualified project applications received electronically on the first day of the Application Acceptance Period, October 15, 2013, will be deemed received at the same time. In the event the Match Program is oversubscribed following receipt of first-day applications, MSRC funds will be distributed on a pro rata share basis to qualified project applications. Please note that the Geographic Funding Minimums discussed in paragraph 4, below, will take precedence in the event funding must be pro-rated. Qualifying applications received after October 15, 2013 will be funded in the order of receipt.

Please note that the source of MSRC Clean Transportation Funding™ for projects submitted in response to this solicitation is motor vehicle registration fees collected by the California Department of Motor Vehicles (DMV) in accordance with the California Health and Safety Code. Thus, the availability of MSRC Clean

Transportation Funding™ is contingent upon the timely receipt of funds from the DMV. Neither the MSRC nor SCAQMD can guarantee the collection or remittance of registration fees by the DMV.

3. **MSRC Match Funding Levels** – The MSRC will match AB 2766 Subvention Funds, and in certain cases other funding sources, in accordance with the following guidelines:
 - New Construction Alternative Fuel Infrastructure: The MSRC will match AB 2766 Subvention Funds and in certain cases additional funding sources on a “dollar for dollar” basis¹. The maximum MSRC match amount per project for alternative fuel infrastructure construction shall not exceed \$500,000;
 - Upgrade & Expansion of Existing Alternative Fuel Refueling Stations & Maintenance Facilities: The MSRC will match AB 2766 Subvention Funds and in certain cases additional funding sources on a “dollar for dollar” basis. The maximum MSRC match amount per project for alternative fuel infrastructure upgrade and expansion shall not exceed \$500,000;
 - Electric Vehicle Charging Infrastructure: The MSRC will match AB 2766 Subvention Funds and in certain cases additional funding sources dollar for dollar up to a maximum of \$500,000 per entity for the implementation of electric vehicle charging infrastructure;
 - Medium-Duty Alternative Fuel Vehicle Purchases: The MSRC will match AB 2766 Subvention Funds and in certain cases additional funding sources dollar for dollar in an amount not to exceed \$10,000 per qualifying medium-duty vehicle;
 - Heavy-Duty Alternative Fuel Vehicle Purchases: The MSRC will match AB 2766 Subvention Funds and in certain cases additional funding sources dollar for dollar in an amount not to exceed \$30,000 per qualifying heavy-duty vehicle;
 - Bicycle Infrastructure & Related Programs: The MSRC will match AB 2766 Subvention Funds and in certain cases additional funding sources dollar for dollar for the implementation of bicycle infrastructure projects and related bicycle programs. The maximum MSRC match amount per entity for bicycle projects shall not exceed \$500,000. Bicycle Outreach & Education Projects are limited to a maximum per entity match of \$25,000;
 - Street Sweeping in the Coachella Valley: The MSRC will match AB 2766 Subvention Funds dollar for dollar, not to exceed an MSRC contribution of \$250,000 per entity to implement street sweeping operations in the Coachella Valley region of the SCAQMD.
4. **Geographical Funding Minimum** - The MSRC has established a Geographical Funding Minimum for each county within the SCAQMD. The geographical funding minimum amount has been set at \$1,375,000 per county. This funding set-aside guarantees a minimum level of funding for each county to implement emission reduction projects. At the end of the application submittal period, February 28, 2014, if any county has funds remaining in its geographical minimum, these funds will be made available to qualifying projects from any other county in order of receipt.
5. **Eligibility Requirements** – Only cities and counties within the SCAQMD that receive AB 2766 Subvention Funds are eligible to submit an application under the Match Program. Regional Councils of Governments (COGs) who receive an appropriation of AB 2766 Subvention Funds from their member jurisdictions are eligible to participate, provided that qualifying AB 2766 Subvention Funds are used by the COG as the matching funds. In addition, the contracting entity for the project must be the city, county, or qualified COG who submitted the application. Participation by other agencies or private businesses is allowed, but would be handled through separate subcontracts or agreements with the funded applicant. Please be

¹ i.e., the MSRC will not pay more than 50% of project costs.

aware that the applying city, county, or COG is solely responsible for the performance of any Contract under the Match Program.

6. **Project Teaming** - Teaming by cities and/or counties, and the pooling of AB 2766 Subvention Funds, is allowable. Please note that a lead team member must be designated for the purpose of application submittal and contracting. If desired, multiple cities, counties, and/or COGs may form a Joint Powers Authority (JPA) for the purpose of application submittal and contracting. Please note that all members of the JPA must meet the eligibility requirements of the preceding paragraphs. A letter designating the lead agency and authorizing such agency to act on behalf of all parties interests must be submitted from each participating city and/or county prior to contract execution.
7. **Ability to Earn a MSRC Match on Future AB 2766 Subvention Fund Allocations** – In addition to current Subvention Fund balances, cities and counties-only may also apply their anticipated AB 2766 Subvention Funds from the fiscal year commencing July 1, 2014 and ending June 30, 2015 to projects proposed under this Match Program. Thus, the MSRC will match the prospective AB 2766 Subvention Fund allocation in addition to currently available AB 2766 Subvention Funds applied to the project. Please note that any current Subvention Fund balance must be fully encumbered or allocated prior to proposing the use of future funds.
8. **Ability to Earn a MSRC Match on Funding Sources in Addition to AB 2766 Subvention Funds** - In addition to AB 2766 Subvention Funds, cities and counties only may also apply up to \$400,000 in “other funds” to projects proposed under the MSRC Match Program. This limit carries across funding categories within the Match Program – e.g. if an applicant uses \$400,000 in “other funds” for an infrastructure project, they cannot apply “other funds” to a vehicle purchase project. Any current Subvention Fund balance must be fully encumbered or allocated prior to proposing the use of other funds. Other funds can include, but are not limited to, local funds, state funds, federal funds, etc. **Please note that SCAQMD “Carl Moyer” funding cannot be used as “other funding” for the purpose of the Match Program, as there is a State prohibition against comingling Carl Moyer and AB 2766 Funding.**
9. **Project Completion Deadlines** – All projects should be designed such that they can be fully implemented within 36 months of contract execution.
10. **Reporting Requirements** – The reporting requirements established for the Match Program are intended to ensure adequate monitoring of the use of public funds, while avoiding the imposition of excessive reporting burdens on the funding recipients. Individual reporting requirements will be a function of the type of project proposed; however, reporting typically includes quarterly progress reports as well as a concise Final Report.
11. **Audit Requirements** – In accordance with state law, all projects funded with MSRC Discretionary Funds are subject to audit. It is highly recommended that applicants employ standard government accounting practices when administering their MSRC co-funded project.
12. **Additional Requirements & Conditions on MSRC Match Program Funding**
 - Projects funded under the MSRC Match Program are not eligible to apply for additional MSRC funds under any other MSRC Work Program solicitation;
 - Projects awarded MSRC funding under a previous Work Program are not eligible to receive additional MSRC Discretionary Funds under this Program;

- MSRC match funds over and above the original contract amount will NOT be available for any reason, including project cost overruns. Applicants must use additional Subvention funds or sources other than MSRC Discretionary Funds to cover foreseen or unforeseen project cost increases;
- MSRC match funds are not intended to fund existing staff salaries. Project management costs necessary to implement new alternative fuel infrastructure projects are allowable; however, the MSRC reserves the right to reduce or delete project management costs that appear excessive;
- MSRC match funds will be distributed on a reimbursement basis upon completion of the approved project and submittal of all required reports and invoices;
- Certificate of Insurance or Letter of Self Insurance - All entities selected for an MSRC Match award must provide a Certificate of Insurance or Letter of Self Insurance within 45 days of notification of a funding award;
- Addenda – The MSRC may modify the Program Announcement and/or issue supplementary information or guidelines relating to the Program Announcement during the application preparation and submittal period of September 6, 2013 to February 28, 2014. Please note that Program Announcement amendments will be posted on the MSRC website at www.CleanTransportationFunding.org;
- Application Modifications - Once submitted, applications cannot be altered without the prior written consent of the MSRC.

13. **Application Evaluation and Approval Process** - Applications will be evaluated as received to ensure compliance with Match Program requirements. Only applications received electronically that comply with all minimum requirements will be deemed acceptable. Noncompliant applications will lose their original funding position. Resubmitted applications will be issued a new date and time received for purposes of disbursing funds on a first-come, first-serve basis.

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

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

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

I.D. IF YOU NEED HELP

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

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

Cynthia Ravenstein, MSRC Program Administrator
Phone: 909-396-3269
E-mail: cynthia@cleantransportationfunding.org

- **For General Questions or Technical Assistance**, please contact:

Ray Gorski, MSRC Technical Advisor
Phone: 909-396-2479
E-mail: ray@cleantransportationfunding.org

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

Dean Hughbanks, SCAQMD Procurement Manager
Phone: 909-396-2808
E-mail: dhughbanks@aqmd.gov

SECTION II: APPLICATION PREPARATION INSTRUCTIONS

In an effort to reduce the paperwork burden on applicants, a template-based application format has been adopted for MSRC Match Program applications. The forms are designed to be self-explanatory and should prove straightforward to complete; however, should questions arise during application preparation, please contact the appropriate MSRC staff representative as shown in Section I.D.

The forms included in the following sections should be completed by the applicant and submitted in accordance with the instructions provided in Section II.E, “Electronic Submittal Instructions”, below. There are four primary parts to be completed, plus Certifications and a signed cover letter. Each part is briefly summarized as follows:

- Part A, “Applicant Information”, requests general information from the applicant. For joint applications (i.e., more than one city, county, and/or COG) the applicant must include a statement confirming authorization to act on behalf of the other co-applicants. The applicant must include a letter of support, including contact name and telephone/fax number, from all proposing entities of a joint application.
- Part B, “Project Description/Statement of Work,” requests that the applicant provide a Project Description/Statement of Work delineating: a) project goals and objectives; b) statement of work; and c) project end products. Please note that only the requested input data is required; applicants are not required to perform emissions reductions calculations as an element of their Match Program application;
- Part C, “Project Budget”, requests a cost breakdown of the proposed project including: a) total project cost; b) AB 2766 funds from current fund balance allocated to the proposed project; c) AB 2766 Subvention Funds allocated from the FY 2014-’15 appropriation; d) Other Funds allocated to the proposed project; e) MSRC match funds requested (per the maximum allowable contributions as discussed in Section I.C., above; and f) additional funding contributions to the project other than MSRC Discretionary Funds, AB 2766 Subvention Funds, or qualifying other funds;
- Part D, “Project Implementation Schedule”, requests the submittal of a schedule depicting key project milestones, task completion dates, etc. Please note that all projects should be completed no later than 36 months from the date of contract execution.
- Certifications – All applicants must complete and submit the following Section V forms as an element of their Application:
 - Internal Revenue Service Form W-9 – Request for Taxpayer Identification Number and Certification. If you are selected for an award, you cannot be established as a vendor without this information.
 - Campaign Contributions Disclosure. This information must be provided at the time of application in accordance with California law. You may be asked for an update when awards are considered.

If awarded MSRC Match Funds, Parts A-D will become integral elements of the contract between the applicant and the MSRC.

Cover Letter - The MSRC also requests that each application be accompanied by a signed Cover Letter. The cover letter should be prepared on your City, County, or COG letterhead and be signed by a representative with appropriate signing authority.

II.A: APPLICATION FORMS & TEMPLATES

All of the eligible project categories under the 2013 Edition of the Local Match Program fall into one of five (5) Application Form & Template Sections. These include:

1. **Alternative Fuel Infrastructure Projects** – this includes ALL eligible alternative fuel infrastructure project categories:
 - a. “New Construction” Alternative Fuel Infrastructure with a maximum MSRC match amount per project of \$500,000;
 - b. Upgrade and Expansion of Existing Alternative Fuel Refueling Stations & Maintenance Facilities with a maximum MSRC match amount per project of \$500,000.
2. **Electric Vehicle Charging Infrastructure** – with a maximum MSRC match amount not to exceed \$500,000 per entity.
3. **Bicycle Infrastructure & Related Programs** - with a maximum MSRC match amount not to exceed \$500,000 per entity. Bicycle Outreach & Education Projects are limited to a maximum per entity MSRC match of \$25,000.
4. **New Medium & Heavy-Duty Alternative Fuel Vehicle Purchases** – with a maximum MSRC match amount not to exceed \$10,000 per qualifying medium-duty vehicle and \$30,000 per qualifying heavy-duty vehicle.
5. **Regional Street Sweeping in the Coachella Valley** - with a maximum MSRC match amount not to exceed \$250,000 per entity.

Applicants are required to complete the Forms and Templates corresponding to their proposed project category and submit them in PDF Format to the MSRC Website within the application submittal period commencing October 15, 2013 and ending February 28, 2014. The following five sections contain the necessary forms and templates to prepare an MSRC Match Program application.

II.B. ALTERNATIVE FUEL INFRASTRUCTURE PROJECTS

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

1. **NEW ALTERNATIVE FUEL REFUELING STATIONS** – Most refueling station types are eligible to receive a funding match. Allowable station configurations include fast-fill stations, slow or time-fill stations, and refueling apparatus. In addition, mobile refueling stations for onsite dispensing of hydrogen fuel are eligible under this category.

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

- Compressed Natural Gas (CNG)
- Liquefied Natural Gas (LNG)
- Liquefied/Compressed Natural Gas (L/CNG)
- Motor vehicle-grade Liquefied Petroleum Gas (HD-5, HD-10 propane)
- Hydrogen (H₂) and/or Hydrogen/Natural Gas Blends

The maximum MSRC match amount for this project category shall not exceed \$500,000 per station.

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

2. **UPGRADE AND EXPANSION OF EXISTING ALTERNATIVE FUEL REFUELING STATIONS** – Cities or Counties who operate existing CNG or LNG stations seeking upgrades or expansion to accommodate growing fleet or throughput needs are also eligible to participate in the MSRC Match Program. Eligible refueling station upgrade and expansion projects include, but are not limited to, the following:

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

The maximum MSRC match amount for this project category shall not exceed \$500,000 per station.

3. **FACILITY MODIFICATIONS TO ACCOMMODATE ALTERNATIVE FUELS** – In addition to refueling stations, MSRC match funding is available to Cities and Counties for the modification of facilities used for alternative fuel vehicle maintenance and repair. Allowable facility modifications include, but are not limited to, the following:

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

The maximum MSRC match amount per project for this category shall not exceed \$500,000.

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

Funding Restrictions: MSRC funds cannot be used to match the following project elements:

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

Operational Availability - Funding recipients must commit to the following minimum periods of operational availability:

- Fast-fill refueling stations remain operational and accessible to public and/or fleets for a period of no less than five (5) years from the date the station begins dispensing fuel in either its initial or expanded capability;
- Time-fill, single dispenser, or apparatus-type stations must remain operational for a period of no less than three (3) years from the date the station begins dispensing fuel in either its new or upgraded/expanded capability

ALTERNATIVE FUEL INFRASTRUCTURE APPLICATION FORMS

PART A - APPLICANT INFORMATION

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

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

Applicant Name: _____

Address: _____

Contact Person: _____ Title: _____

Telephone Number: _____ Fax #: _____

E-Mail Address: _____

- | B. Please answer the following questions: | YES | NO |
|--|--------------------------|--------------------------|
| 1. Are you submitting a Joint Application with other Cities/Counties? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. If "Yes", are you authorized to act on behalf of all participants? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. If "Yes", please provide the names of all other project participants.
Please designate if the other participants are public agencies or
private entities: | Public | Private |
| a) _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| b) _____ | <input type="checkbox"/> | <input type="checkbox"/> |

PART B - PROJECT DESCRIPTION/STATEMENT OF WORK

Alternative Fuel Infrastructure Projects

(Return this Form as part of your Match Program application only if you are applying for Alternative Fuel Infrastructure Match Funding)

A. Please check the Type of Infrastructure Project proposed. Check all that apply:

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

B. **PROJECT DESCRIPTION:** Please describe the proposed alternative-fuel infrastructure project, including: a) technical description (i.e., station configuration, hardware, storage capacity, time-fill and fast-fill capacity, number of dispensers, etc.); b) site location; c) level of public accessibility (i.e., available to all users, accessible to limited fleet users only); d) hours of operation; e) primary fleet users; f) types of vehicles that will primarily utilize the facility (i.e., transit buses, school buses, light-duty automobiles); and g) selected hardware vendor and fuel provider, if known. If applicable to your proposed project, please attach an 8 ½" x 11" Site Map/Plan to this PART. Include extra sheets as required.

Please provide the following input data as applicable:

Type of Alternative Fuel (CNG, LNG, L/CNG, LPG, H ₂)	
For New Refueling Stations, Provide the Estimated Monthly Alternative Fuel Throughput in Units of Diesel Equivalent Gallons.	
For Projects that Propose: a) Increased Capacity of Existing Alternative-Fuel Infrastructure; or b) Expanded Public or Fleet Access of Existing Alternative-Fuel Infrastructure, Provide the Projected Monthly Increase in Alternative-Fuel Throughput Expressed in Units of Diesel Equivalent Gallons.	

C. **STATEMENT OF WORK:** Please provide a Statement of Work for the proposed alternative fuel infrastructure project. Include all Project Tasks as they relate to infrastructure design, development, and implementation. Each Task should be described with sufficient detail to adequately convey the work to be performed.

If applicable to your proposed project, please attach an 8 ½" x 11" Site Map/Plan to this PART.

PART C - PROJECT BUDGET

Alternative Fuel Infrastructure Projects

(Return this Form as part of your Match Program application only if you are applying for Alternative Fuel Infrastructure match funding)

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

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

PROJECT COSTS BY FUNDING CATEGORY	AMOUNT
1. AB 2766 SUBVENTION FUNDS APPLIED TO INFRASTRUCTURE PROJECT FROM EXISTING UNALLOCATED BALANCE:	\$ _____
2. AB 2766 SUBVENTION FUNDS APPLIED TO INFRASTRUCTURE PROJECT FROM NEXT YEAR ALLOCATION (FY 2014/2015):	\$ _____
3. OTHER FUNDS APPLIED TO INFRASTRUCTURE PROJECT (NOT TO EXCEED \$400,000 TOTAL PER ENTITY):	\$ _____
4. TOTAL AB 2766 SUBVENTION FUNDS AND OTHER FUNDS APPLIED TO INFRASTRUCTURE PROJECT (SUM OF LINES 1, 2, and 3):	\$ _____
5. AMOUNT OF MSRC MATCH FUNDING REQUESTED (MAXIMUM AMOUNT IS EQUAL TO LINE 4 (DOLLAR FOR DOLLAR MATCH OF LINE 4 NOT TO EXCEED \$500,000):	\$ _____
6. ADDITIONAL PROJECT CO-FUNDING FROM OTHER SOURCES:	\$ _____
7. TOTAL PROJECT COST:	\$ _____

PART C - PROJECT BUDGET CONTINUED

Alternative Fuel Infrastructure Projects

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

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

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

1.	_____	\$ _____
2.	_____	\$ _____
3.	_____	\$ _____
4.	_____	\$ _____
5.	_____	\$ _____
TOTAL CAPITAL EQUIPMENT COSTS:		\$ _____

DIRECT LABOR COSTS:

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

OTHER DIRECT COSTS, INCLUDING SUBCONTRACTORS:

1.	_____	\$ _____
2.	_____	\$ _____
3.	_____	\$ _____
4.	_____	\$ _____
TOTAL OTHER DIRECT COSTS:		\$ _____

TOTAL PROJECT COST:	\$ _____
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PART D - PROJECT IMPLEMENTATION SCHEDULE

Alternative Fuel Infrastructure Projects

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

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

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

PROJECT MILESTONE	START DATE	COMPLETION
Example: Task 1 – Site Design & Permitting...	Authority to Proceed (ATP) + one month	ATP + 3 months

SECTION II.C: PURCHASE OF MEDIUM & HEAVY-DUTY ALTERNATIVE FUEL VEHICLES

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

Eligible Vehicle Weight Ratings: Only medium and heavy-duty alternative fuel vehicles are eligible to receive Match Funds.

- A medium-duty vehicle is defined as having a GVWR of 8,501 pounds up to a maximum of 14,000 pounds;
- A heavy-duty vehicle is defined as having a GVWR of 14,001 pounds or greater.

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

- Vehicle must be a new, Original Equipment Manufacturer (OEM) medium or heavy-duty alternative fuel vehicle;
- Alternative fuel vehicles must be equipped with dedicated alternative fuel engines that are certified by the California Air Resources Board (CARB) at or cleaner than the 2010 heavy-duty engine emission standards of 0.2 g/bhp-hr for oxides of nitrogen (NO_x) and 0.01 g/bhp-hr for particulate matter (PM).
- Vehicle engine must be dedicated alternative fuel. Flexible fuel vehicles, bi-fuel vehicles, etc. do not qualify; however, alternative fuel engines using diesel pilot-ignition technologies are acceptable.

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

- Compressed Natural Gas (CNG)
- Liquefied Natural Gas (LNG)
- Liquefied Petroleum Gas (LPG, i.e., propane)
- Hydrogen and/or Hydrogen/Natural Gas Blends
- Hybrid-Electric (Alternative Fuel)
- Hybrid-Electric (Gasoline Hybrid Electric)
- Zero-emission Battery or Hydrogen Fuel Cell Electric

Maximum MSRC Match Funding: The MSRC Match Program will co-fund the purchase of qualifying medium and heavy-duty alternative fuel vehicles on a “dollar for dollar” basis.

- Qualifying medium-duty alternative fuel vehicles are eligible to receive a maximum MSRC contribution of \$10,000 per vehicle;
- Qualifying heavy-duty alternative fuel vehicles are eligible to receive a maximum MSRC contribution of \$30,000 per vehicle.

The MSRC match funds will be disbursed on a reimbursement basis upon delivery and acceptance of the qualifying vehicle.

MEDIUM & HEAVY-DUTY VEHICLE PURCHASE APPLICATION FORMS

PART A - APPLICANT INFORMATION

Purchase of Medium & Heavy-Duty Alternative Fuel Vehicles

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

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

Applicant Name: _____

Address: _____

Contact Person: _____ Title: _____

Telephone Number: _____ Fax #: _____

E-Mail Address: _____

B. Please answer the following questions:

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

PART B – PROJECT DESCRIPTION/STATEMENT OF WORK

Purchase of Medium & Heavy-Duty Alternative Fuel Vehicles

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

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

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

	Vehicle Make & Model	Fuel Type	Engine Model & Horsepower	Gross Vehicle Weight Rating	Vehicle Life (years)	Vehicle Duty Cycle	Annual Vehicle Operation (hours or mileage)
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

Total Number of Medium-Duty Alt-Fuel Vehicles (GVWR 8,501-14,000 pounds): _____

Total Number of Heavy-Duty Alt-Fuel Vehicles (GVWR >14,000 pounds): _____

PART C – PROJECT BUDGET

Purchase of Medium & Heavy-Duty Alternative Fuel Vehicles

(Return this page as part of your Match Program application only if you are applying for Alternative Fuel Heavy-Duty Vehicle match funding)

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

B. Please provide the following Alternative Fuel Vehicle Purchase Cost by Category Information:

PROJECT COSTS BY FUNDING CATEGORY	AMOUNT
1. AB 2766 SUBVENTION FUNDS APPLIED TO VEHICLE PURCHASES FROM EXISTING UNALLOCATED BALANCE:	\$_____
2. AB 2766 SUBVENTION FUNDS APPLIED TO VEHICLE PURCHASES FROM FUTURE YEAR ALLOCATION (FY 2014/2015):	\$_____
3. OTHER FUNDS APPLIED TO ALT-FUEL VEHICLE PURCHASES (NOT TO EXCEED \$400,000 TOTAL PER ENTITY):	\$_____
4. TOTAL AB 2766 SUBVENTION FUNDS AND OTHER FUNDS APPLIED TO ALT-FUEL VEHICLE PURCHASES (SUM OF LINES 1, 2, AND 3):	\$_____
5. AMOUNT OF MSRC MATCH FUNDING REQUESTED FOR MEDIUM DUTY VEHICLE PURCHASE (\$1 FOR \$1 MATCH UP TO \$10,000 PER VEHICLE):	\$_____
6. AMOUNT OF MSRC MATCH FUNDING REQUESTED FOR HEAVY DUTY VEHICLE PURCHASE (\$1 FOR \$1 MATCH UP TO \$30,000 PER VEHICLE):	\$_____
7. ADDITIONAL PROJECT CO-FUNDING FROM OTHER SOURCES:	\$_____
8. TOTAL PROJECT COST:	\$_____

PART D – PROJECT IMPLEMENTATION SCHEDULE

Purchase of Medium & Heavy-Duty Alternative Fuel Vehicles

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

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

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

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

SECTION II.D: ELECTRIC VEHICLE CHARGING INFRASTRUCTURE

This element of the 2013 Match Program offers incentives to local governments to install electric vehicle charging infrastructure within their jurisdictions. For the purpose of this Match Program category, eligible electric vehicle charging infrastructure includes the following elements:

- Purchase of electric vehicle charger hardware;
- Site design specific to charger hardware installation;
- Installation of electric vehicle chargers, including site preparation and construction;
- Electric charging station directional signage.

Please note that general planning related to electric vehicle charger placement is not an eligible match element under the MSRC Match Program.

The MSRC will match qualifying electric vehicle charging infrastructure projects on a dollar for dollar basis up to a maximum of \$500,000 per entity.

Operational Availability - Funding recipients must commit to the following minimum periods of operational availability:

- DC Fast Charge (or equivalent) stations remain operational for a period of no less than five (5) years from the date the station commences operation;
- Level II (or equivalent) stations must remain operational for a period of no less than three (3) years from the date the station commences operation.

ELECTRIC VEHICLE CHARGING INFRASTRUCTURE FORMS

PART A - APPLICANT INFORMATION

Electric Vehicle Charging Infrastructure

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

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

Applicant Name: _____

Address: _____

Contact Person: _____ Title: _____

Telephone Number: _____ Fax #: _____

E-Mail Address: _____

B. Please answer the following questions:

YES

NO

1. Are you submitting a Joint Application with other Cities/Counties?

2. If "Yes", are you authorized to act on behalf of all participants?

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

PUBLIC

PRIVATE

a) _____

b) _____

PART B – PROJECT DESCRIPTION/STATEMENT OF WORK

Electric Vehicle Charging Infrastructure

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

- A. **PROJECT DESCRIPTION:** Please describe the proposed electric vehicle charging infrastructure project, including: a) technical description of the proposed hardware (i.e., charger types, charger unit model, manufacturer, charging level or rated power; etc.); b) site locations for charging infrastructure installation; and c) level of public accessibility (i.e., available to all users, accessible to city/county fleet vehicles only, etc.).
- B. **STATEMENT OF WORK:** Please provide a Statement of Work for the proposed electric vehicle charging infrastructure project. Include all Project Tasks as they relate to project design, development, and implementation. Each Task should be described with sufficient detail to adequately convey the work to be performed.

PART C - PROJECT BUDGET

Electric Vehicle Charging Infrastructure

(Return this Form as part of your Match Program application only if you are applying for electric vehicle charging infrastructure match funding)

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

B. Please provide the following Electric Vehicle Charging Infrastructure Project Cost by Category Information:

PROJECT COSTS BY FUNDING CATEGORY	AMOUNT
1. AB 2766 SUBVENTION FUNDS APPLIED TO INFRASTRUCTURE PROJECT FROM EXISTING UNALLOCATED BALANCE:	\$ _____
2. AB 2766 SUBVENTION FUNDS APPLIED TO EV INFRASTRUCTURE PROJECT FROM NEXT YEAR ALLOCATION (FY 2014/2015):	\$ _____
3. OTHER FUNDS APPLIED TO EV INFRASTRUCTURE PROJECT (NOT TO EXCEED \$400,000 TOTAL PER ENTITY):	\$ _____
4. TOTAL AB 2766 SUBVENTION FUNDS AND OTHER FUNDS APPLIED TO EV INFRASTRUCTURE PROJECT (SUM OF LINES 1, 2, and 3):	\$ _____
5. AMOUNT OF MSRC MATCH FUNDING REQUESTED (MAXIMUM AMOUNT IS EQUAL TO LINE 4 (DOLLAR FOR DOLLAR MATCH OF LINE 4 NOT TO EXCEED \$500,000):	\$ _____
6. ADDITIONAL PROJECT CO-FUNDING FROM OTHER SOURCES:	\$ _____
7. TOTAL PROJECT COST:	\$ _____

PART C - PROJECT BUDGET CONTINUED

Electric Vehicle Charging Infrastructure

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

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

CAPITAL EQUIPMENT COSTS (ELECTRIC VEHICLE CHARGR HARDWARE, SITE MODIFICATIONS, ETC.):

1.	_____	\$ _____
2.	_____	\$ _____
3.	_____	\$ _____
4.	_____	\$ _____
5.	_____	\$ _____
TOTAL CAPITAL EQUIPMENT COSTS:		\$ _____

DIRECT LABOR COSTS:

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

OTHER DIRECT COSTS, INCLUDING SUBCONTRACTORS:

1.	_____	\$ _____
2.	_____	\$ _____
3.	_____	\$ _____
4.	_____	\$ _____
TOTAL OTHER DIRECT COSTS:		\$ _____

TOTAL PROJECT COST:	\$ _____
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PART D - PROJECT IMPLEMENTATION SCHEDULE

Electric Vehicle Charging Infrastructure

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

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

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

PROJECT MILESTONE	START DATE	COMPLETION
Example: Task 1 – Site Design & Permitting...	Authority to Proceed (ATP) + one month	ATP + 3 months

SECTION II.E: BICYCLE INFRASTRUCTURE & RELATED PROGRAMS

This element of the 2013 Match Program offers incentives to local governments to construct bicycle infrastructure within their jurisdictions as well as implement bicycle-related projects. For the purpose of this Match Program category, eligible bicycle projects include the following:

- Bicycle Lanes (Class I & II)
- Bicycle Shared Lane Markings/Sharrows
- Bicycle Infrastructure
 - Bike Lockers
 - Bike Racks
 - “Bike Station”-type Amenities at City or County-Owned Transit Stations
 - Bike Racks on Buses
 - Road Surface Bicycle Detection Systems
 - Bicycle Corrals at Intersections/Other Pavement Markings
- Bicycle Purchases (non-recreational)
- Bike Sharing Programs (must be local-government sponsored & Commuter Oriented)
 - Bike Sharing Infrastructure
 - Bicycles
 - Docking Equipment
 - Bike Sharing Technology Hardware & Software

In addition, the MSRC is allowing jurisdictions to receive a match for Bicycle Outreach & Education Projects. This category is limited to a maximum MSRC match of \$25,000.

Please note that the following bicycle projects are not eligible to receive funding under the MSRC Match Program:

- Bicycle Local or Regional Planning
- Class III Bicycle Route Signage

The MSRC will match qualifying bicycle infrastructure and related projects on a dollar for dollar basis up to a maximum of \$500,000 per entity.

BICYCLE INFRASTRUCTURE & RELATED PROGRAMS FORMS

PART A - APPLICANT INFORMATION

Bicycle Programs

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

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

Applicant Name: _____

Address: _____

Contact Person: _____ Title: _____

Telephone Number: _____ Fax #: _____

E-Mail Address: _____

B. Please answer the following questions:

YES

NO

4. Are you submitting a Joint Application with other Cities/Counties?

5. If "Yes", are you authorized to act on behalf of all participants?

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

PUBLIC

PRIVATE

a) _____

b) _____

PART B – PROJECT DESCRIPTION/STATEMENT OF WORK

Bicycle Programs

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

A. Please indicate the category(s) of Bicycle Infrastructure or Related Programs for which an MSRC funding match is sought:

- Bicycle Lanes (Class I & II)
- Bicycle Shared Lane Markings/Sharrows

Bicycle Infrastructure

- Bike Lockers
- Bike Racks
- “Bike Station”-type Amenities at City or County-Owned Transit Stations
- Bike Racks on Buses
- Road Surface Bicycle Detection Systems
- Bicycle Corrals at Intersections/Other Pavement Markings
- Bicycle Purchases (non-recreational)

Bike Sharing Programs

- Bicycles
- Docking Equipment
- Bike Sharing Technology Hardware & Software
- Bicycle Outreach & Education

B. **PROJECT DESCRIPTION:** Please describe the proposed bicycle project, including: a) technical description of the proposed project:

- i. For Bicycle Lane or shared access projects, please include a description of the proposed bicycle routes, including Class, length, and major employment sites or activity centers located along the proposed route(s);
- ii. For Bicycle Infrastructure Projects, please provide a listing of the proposed infrastructure, including a description of the infrastructure, number of units proposed for purchase/installation, and other pertinent information as appropriate to the specific project;
- iii. For Bicycle Purchases, please provide a specification of each bicycle (make and model, special features, etc.), the number of units proposed for purchase, and a description of how the bicycles will be deployed in non-recreational service. Note that only bicycle purchases intended to eliminate an automobile trips are eligible under this Program;
- iv. For Bike Sharing Projects, please provide a technical description of the overall bike sharing program and how the MSRC co-funded components integrate into the overall bike share program;

- v. For Bicycle Outreach & Education Programs, please provide a description of the outreach/education activities and the specific uses of MSRC Funds. The maximum MSRC match amount for Bicycle Outreach & Education Projects is \$25,000.

- C. **STATEMENT OF WORK:** Please provide a Statement of Work for the proposed bicycle infrastructure or related project. Include all Project Tasks as they relate to project design, development, and implementation. Each Task should be described with sufficient detail to adequately convey the work to be performed.

PART C - PROJECT BUDGET

Bicycle Programs

(Return this Form as part of your Match Program application only if you are applying for bicycle infrastructure or related program match funding)

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

B. Please provide the following Bicycle Project Cost by Category Information:

PROJECT COSTS BY FUNDING CATEGORY	AMOUNT
1. AB 2766 SUBVENTION FUNDS APPLIED TO BICYCLE PROJECT FROM EXISTING UNALLOCATED BALANCE:	\$ _____
2. AB 2766 SUBVENTION FUNDS APPLIED TO BICYCLE PROJECT FROM NEXT YEAR ALLOCATION (FY 2014/2015):	\$ _____
3. OTHER FUNDS APPLIED TO BICYCLE PROJECT (NOT TO EXCEED \$400,000):	\$ _____
4. TOTAL AB 2766 SUBVENTION FUNDS AND OTHER FUNDS APPLIED TO BICYCLE PROJECT (SUM OF LINES 1, 2, and 3):	\$ _____
5. AMOUNT OF MSRC MATCH FUNDING REQUESTED (MAXIMUM AMOUNT IS EQUAL TO LINE 4 (DOLLAR FOR DOLLAR MATCH OF LINE 4 NOT TO EXCEED \$500,000*):	\$ _____
6. ADDITIONAL PROJECT CO-FUNDING FROM OTHER SOURCES:	\$ _____
7. TOTAL PROJECT COST:	\$ _____

*Bicycle Education & Outreach Projects are limited to a maximum MSRC match of \$25,000.

PART C - PROJECT BUDGET CONTINUED

Bicycle Programs

(Return this page as part of your Match Program application only if you are applying for bicycle infrastructure or related program match funding)

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

CAPITAL EQUIPMENT COSTS (bicycles or related infrastructure hardware, etc.):

1.	_____	\$ _____
2.	_____	\$ _____
3.	_____	\$ _____
4.	_____	\$ _____
5.	_____	\$ _____
TOTAL CAPITAL EQUIPMENT COSTS:		\$ _____

DIRECT LABOR COSTS:

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

OTHER DIRECT COSTS, INCLUDING SUBCONTRACTORS:

1.	_____	\$ _____
2.	_____	\$ _____
3.	_____	\$ _____
4.	_____	\$ _____
TOTAL OTHER DIRECT COSTS:		\$ _____

TOTAL PROJECT COST:	\$ _____
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PART D - PROJECT IMPLEMENTATION SCHEDULE

Bicycle Programs

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

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

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

PROJECT MILESTONE	START DATE	COMPLETION
Example: Task 1 – Site Design & Permitting...	Authority to Proceed (ATP) + one month	ATP + 3 months

SECTION II.F. STREET SWEEPING OPERATIONS IN THE COACHELLA VALLEY

This Section describes MSRC match funding for street sweeping operations conducted in the Coachella Valley region of the SCAQMD. For the purpose of this Program Announcement, “operations costs” include direct costs for labor, maintenance, etc, associated with performing street sweeping. These costs are most often presented as an hourly operations cost or cost per “curb mile swept”.

Project Requirements and Conditions: The following requirements affect applicants seeking match funds for street sweeping operations:

Eligible Jurisdictions: Applicant jurisdiction is within the Coachella Valley as defined by the SCAQMD and thereby impacted by the PM control measures delineated in the Coachella Valley SIP.

Sweeping to be Performed by Qualifying Vehicles: Applicants requesting match funds for street sweeping operations must ensure the vehicles utilized in sweeping operations comply with the following:

- Vehicle must be dedicated alternative fuel. For the purpose of this Program Announcement, alternative fuel includes compressed natural gas (CNG), liquefied natural gas (LNG), liquefied petroleum gas (LPG), hydrogen or hydrogen natural gas blends, electric, or gasoline hybrid electric;
- Vehicle must conform to the requirements as delineated in SCAQMD Rule 1186.1.

Eligible Project Costs – When applying for street sweeping operations funding, costs should be represented as either “operations cost per curb mile swept” or “operations cost per operating hour”. Please note, however, that only the following operations cost elements are eligible to receive an MSRC funding match:

- Labor Costs – Labor costs associated with street sweeper operator and maintenance staff are eligible operations cost components;
- Alternative Fuel Costs – The cost of street sweeper alternative fuel is an eligible operations cost component;
- Other Direct Costs – Non-administrative direct costs, including but not limited to vehicle insurance, normal vehicle maintenance in addition to labor, etc, are allowable operations cost elements.

The MSRC will match qualifying street sweeping projects on a dollar for dollar basis up to a maximum of \$250,000 per entity. *Please note that because the street sweeping category is limited to the Coachella Valley, only AB 2766 Subvention Funds will be matched by the MSRC.*

Ineligible Project Costs – The following project cost elements are not eligible to receive an MSRC funding match:

- Vehicle Acquisition Costs - Capital costs associated with vehicle purchase or lease are not eligible as an operations cost element. This includes vehicle capital cost, principal, interest, etc. The street sweeping vehicle monthly payment cannot be included as a component of the cost per curb mile sweep or cost per vehicle hour;
- Maintenance Facility Costs – The cost of street sweeper vehicle maintenance facilities, including but not limited to structures, real property, and improvements cannot be amortized over the cost per curb mile sweep or cost per vehicle hour.

STREET SWEEPING OPERATIONS APPLICATION FORMS

PART A - APPLICANT INFORMATION

Street Sweeping Operations

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

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

Applicant Name: _____

Address: _____

Contact Person: _____ Title: _____

Telephone Number: _____ Fax #: _____

E-Mail Address: _____

B. Please answer the following questions:

YES NO

- | | | |
|---|--------------------------|--------------------------|
| 1. Are you submitting a Joint Application with other Cities/Counties? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. If "Yes", are you authorized to act on behalf of all participants? | <input type="checkbox"/> | <input type="checkbox"/> |

PART B - PROJECT DESCRIPTION/STATEMENT OF WORK

Street Sweeping Operations in the Coachella Valley

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

- A. **PROJECT DESCRIPTION:** Please provide the following information in the space below or attach additional sheets as necessary:
1. **Please provide a concise description of the routes proposed for street sweeping.** This should include, at a minimum: a) names or other designation(s) for streets to be swept; b) length (curb miles) for each street sweeping route proposed; c) the frequency of street sweeping for each proposed route. A map of the region with proposed street sweeping routes highlighted should be included if available.
 2. **Please provide a description of the street sweeping vehicles to be used.** For each vehicle that may be used in street sweeping operations, please include: a) sweeper model; b) sweeper model year; c) alternative fuel type used; d) primary and auxiliary engine make and model; and e) primary and auxiliary engine model year.

PART C - PROJECT BUDGET

Street Sweeping Operations in the Coachella Valley

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

- A. Please provide your Current Unallocated Subvention Fund Balance: \$ _____
- B. Please provide the following street sweeping operations Cost by Category Information:

PROJECT COSTS BY FUNDING CATEGORY	AMOUNT
1. AB 2766 SUBVENTION FUNDS APPLIED TO STREET SWEEPING:	\$ _____
2. AMOUNT OF MSRC MATCH FUNDING REQUESTED FOR STREET SWEEPING OPERATIONS (\$1 FOR \$1 MATCH UP TO \$250,000):	\$ _____
3. ADDITIONAL PROJECT CO-FUNDING FROM OTHER SOURCES:	\$ _____
4. TOTAL PROJECT COST:	\$ _____

Please provide the following street sweeping operations cost information.

Please List the Specific Cost Components that Comprise the "Per Mile" or "Per Hour" Operations Cost. Please Specify If Cost is Based On:

- Curb Mile Swept
- Hour of Sweeper Operation
- Other (Please Describe)

1. _____ \$ _____
2. _____ \$ _____
- Average Per "Mile" or "Hour" Operations Cost: \$ _____

PART D - PROJECT IMPLEMENTATION SCHEDULE

Street Sweeping Operations in the Coachella Valley

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

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

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

PROJECT MILESTONE	START DATE	COMPLETION
Example: Task 1 – Identify routes to be swept	Authority to Proceed (ATP) + one week or Date	ATP + 1 week
Example: Task 2 – Commence sweeping operations on Route 1	ATP + 2 weeks	ATP + 6 months

III. ELECTRONIC APPLICATION SUBMITTAL PROCESS

In an effort to reduce the need to photocopy, package, and physically submit paper applications, the 2013 Edition of the Match Program requires that applications be submitted electronically in PDF format using the MSRC Website. We believe this benefits the applicant, the MSRC staff, and the environment. As the online submittal process is a “new way of doing business” for both the MSRC and the project applicant, a tutorial has been developed to walk applicants step by step through the electronic application submittal process.

The application that will be submitted as a **PDF document** is comprised of six (6) primary sections – these correspond to the Cover Letter, Certifications and application Parts A-D as described in the preceding section.

Thus, a complete application will be comprised of the following five elements:

1. Signed Cover Letter;
2. Part A - Applicant Information
3. Part B - Project Description/Statement of Work;
4. Part C - Project Budget;
5. Part D - Project Implementation Schedule; and
6. Certifications.

These six sections are to be compiled into a single PDF document for submittal to the MSRC Clean Transportation Funding Website. Please note that ONLY PDF format can be accepted. Microsoft Word documents cannot be accepted by the MSRC Website.

Applicants will need to register on the MSRC Clean Transportation Funding website. The application submittal tutorial is available at www.cleantransportationfunding.org/proposal_process/upload_proposal.

SECTION IV: APPLICATION CHECKLIST

DID YOU REMEMBER TO...?

- Include a **Cover Letter** signed by an individual authorized to contractually bind the submitting entity?
- Complete and include **PART A**, “Applicant Information”?
- Complete and include **PART B**, “Project Description/Statement of Work”?
- Attach an 8 ½” x 11” Site Map/Plan to PART B, if applicable?
- Complete and include **PART C**, “Project Budget”?
- Complete and include **PART D**, “Project Implementation Schedule”, to your application?
- Complete and include the **Certification** documents?
- Prepare a **PDF document** of your complete application?
- Review the Application Submittal Instructions at www.CleanTransportationFunding.org. Look for the link on the right hand side of the Home Page – “**Proposal Upload Tutorial**” - to view the application submittal tutorial!
- Submit your application electronically? The best date to submit your application is **October 15th, 2013!**

Section V: CERTIFICATIONS

Form W-9 (Rev. January 2005) Department of the Treasury Internal Revenue Service	<h2 style="margin:0;">Request for Taxpayer Identification Number and Certification</h2>	Give form to the requester. Do not send to the IRS.
--	---	---

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number + or Employer identification number +
--

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ¹

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov/online/ss-5.pdf. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses/ and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A *disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

²Circle the minor's name and furnish the minor's SSN.

³You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



CAMPAIGN CONTRIBUTIONS DISCLOSURE

In accordance with California law, bidders and contracting parties are required to disclose, at the time the application is filed, information relating to any campaign contributions made to Board Members or members/alternates of the MSRC, including: the name of the party making the contribution (which includes any parent, subsidiary or otherwise related business entity, as defined below), the amount of the contribution, and the date the contribution was made. 2 C.C.R. §18438.8(b).

California law prohibits a party, or an agent, from making campaign contributions to SCAQMD Governing Board Members or members/alternates of the Mobile Source Air Pollution Reduction Review Committee (MSRC) of more than \$250 while their contract or permit is pending before the SCAQMD; and further prohibits a campaign contribution from being made for three (3) months following the date of the final decision by the Governing Board or the MSRC on a donor's contract or permit. Gov't Code §84308(d). For purposes of reaching the \$250 limit, the campaign contributions of the bidder or contractor plus contributions by its parents, affiliates, and related companies of the contractor or bidder are added together. 2 C.C.R. §18438.5.

In addition, Board Members or members/alternates of the MSRC must abstain from voting on a contract or permit if they have received a campaign contribution from a party or participant to the proceeding, or agent, totaling more than \$250 in the 12-month period prior to the consideration of the item by the Governing Board or the MSRC. Gov't Code §84308(c).

The list of current SCAQMD Governing Board Members can be found at the SCAQMD website (www.aqmd.gov). The list of current MSRC members/alternates can be found at the MSRC website (<http://www.cleantransportationfunding.org>).

SECTION I.

Contractor (Legal Name): _____

<input type="checkbox"/> DBA, Name _____, County Filed in _____ <input type="checkbox"/> Corporation, ID No. _____ <input type="checkbox"/> LLC/LLP, ID No. _____

List any parent, subsidiaries, or otherwise affiliated business entities of Contractor:
(See definition below).

SECTION II.

Has Contractor and/or any parent, subsidiary, or affiliated company, or agent thereof, made a campaign contribution(s) totaling \$250 or more in the aggregate to a current member of the South Coast Air Quality Management Governing Board or member/alternate of the MSRC in the 12 months preceding the date of execution of this disclosure?

Yes No **If YES, complete Section II below and then sign and date the form. If NO, sign and date below. Include this form with your submittal.**

Campaign Contributions Disclosure, *continued*:

Name of Contributor _____

Governing Board Member or MSRC Member/Alternate Amount of Contribution Date of Contribution

Name of Contributor _____

Governing Board Member or MSRC Member/Alternate Amount of Contribution Date of Contribution

Name of Contributor _____

Governing Board Member or MSRC Member/Alternate Amount of Contribution Date of Contribution

Name of Contributor _____

Governing Board Member or MSRC Member/Alternate Amount of Contribution Date of Contribution

I declare the foregoing disclosures to be true and correct.

By: _____

Title: _____

Date: _____

DEFINITIONS

Parent, Subsidiary, or Otherwise Related Business Entity (2 Cal. Code of Regs., §18703.1(d).)

- (1) **Parent subsidiary.** A parent subsidiary relationship exists when one corporation directly or indirectly owns shares possessing more than 50 percent of the voting power of another corporation.
- (2) **Otherwise related business entity.** Business entities, including corporations, partnerships, joint ventures and any other organizations and enterprises operated for profit, which do not have a parent subsidiary relationship are otherwise related if any one of the following three tests is met:
 - (A) **One business entity has a controlling ownership interest in the other business entity.**
 - (B) **There is shared management and control between the entities. In determining whether there is shared management and control, consideration should be given to the following factors:**
 - (i) **The same person or substantially the same person owns and manages the two entities;**
 - (ii) **There are common or commingled funds or assets;**
 - (iii) **The business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis;**
 - (iv) **There is otherwise a regular and close working relationship between the entities; or**
 - (C) **A controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.**

Attachment C

CEC Grant Terms and Conditions

Attachment 8
Exhibit C
ALTERNATIVE AND RENEWABLE FUELS AND
TECHNOLOGY PROGRAM (ARFVTP)
TERMS AND CONDITIONS

PON-13-606
Electric Vehicle Charging Infrastructure



TERMS AND CONDITIONS
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TERMS AND CONDITIONS

1. **Grant Agreement**

This project is being funded with a grant from the California Energy Commission (Commission). Funding for this project was authorized by the Budget Act of **<Fiscal Year(s)>**, Chapter **<Chapter number(s)>**, Statutes of **<Year of Statute(s)>**, and consists of funds from Alternative and Renewable Fuel and Vehicle Technology Program Awards.

This Agreement is comprised of the grant funding award, the Terms and Conditions, and all attachments. These Terms and Conditions are standard requirements for grant awards. The Commission may impose additional special conditions in this grant Agreement that address the unique circumstances of this project. Special conditions that conflict with these standard provisions take precedence.

The Recipient's authorized representative shall sign all copies of this Agreement and return all signed packages to the Commission's Grants and Loans Office within 30 days. Failure to meet this requirement may result in the forfeiture of this award. When all required signatures are obtained, an executed copy will be returned to the Recipient.

The term of this Agreement or the Agreement Period is the length of this Agreement between the Energy Commission and the Recipient. Project means Recipient's specific project that is funded in whole or in part by this Agreement. The Recipient's project may coincide with or extend outside the Agreement Period.

All reimbursable work and/or the expenditure of funds must occur within the approved term of this Agreement. The Commission cannot authorize any payments until all parties sign this Agreement.

2. **Attachments and References**

The following are attached and hereby expressly incorporated into this Agreement.

- Payment Request Form.
- Work Statement.
- Budget.
- Resolution of the Recipient or Local Jurisdiction Governing Body (if applicable).
- Resolution of the California Energy Commission (if applicable).
- Special Terms and Conditions (if applicable).
- PON-13-605 and all addenda thereto.

3. **Funding Limitations**

Any federal, State, and local laws and regulations applicable to your project not expressly listed in this Agreement are incorporated herein as part of this Agreement.

4. **Due Diligence**

The Recipient is required to take timely actions which, taken collectively, move this project to completion. The Commission Agreement Manager (CAM) will periodically evaluate the Schedule of Products and Due Dates for completion of the Statement of Work tasks. If the CAM determines (1) the Recipient is not being diligent in completing the tasks in the Statement of Work or (2) the time remaining in this Agreement is insufficient to complete all project work tasks by the approved Agreement end term date, the CAM may recommend that this Agreement be terminated, and the Agreement may, without prejudice to any of the Commission's remedies, be terminated.

5. **Products**

Products are defined as any tangible item specified in the Statement of Work. Unless otherwise directed, draft copies of all products identified in the Work Statement shall be submitted to the CAM for review and comment. The Recipient will submit an original and two copies of the final version of all products to the CAM.

6. **Reports**

a. Progress Reports

The Recipient shall submit progress reports to the CAM as indicated in the Special Conditions or Work Statement. At a minimum, each progress report shall include the following:

Work Statement: This section should include a brief restatement of the approved tasks in the Work Statement and a report on the status of each, including a discussion of any products due and whether or not the project is progressing according to schedule. This section also should include a discussion of any problems encountered, proposed changes to the tasks in the Work Statement, and anticipated accomplishments in the upcoming quarter.

Financial Status: This section should include a narrative report comparing costs incurred to date with the approved Budget. The report should state whether or not the project is progressing within the approved Budget and discuss any proposed changes.

Additional Information: Additional information may be required in the progress reports as specified in the Work Statement or Special Conditions.

b. Final Reports

A draft final report shall be submitted to the CAM no later than 60 days prior to the end of the Agreement term. At a minimum, the report shall include:

- Table of Contents.
- Abstract.
- A brief summary of the objectives of the project and how these objectives were accomplished.
- Any findings, conclusions, or recommendations for follow-up or ongoing activities that might result from the successful completion of the project.
- A statement of future intent of the grant Recipient to maintain or further develop the project.
- A Payment Request form for the final payment (including any retention).
- A consolidated list of subcontractors funded in whole or in part by the grant Recipient. Include the name, address, concise statement of work done, period, and value of each.
- Additional information specified in the Work Statement or Special Conditions.

The CAM will review the draft report. The Recipient will incorporate applicable comments and submit the final report (the original and two copies) to the CAM.

Upon receipt of the final report, the CAM shall ensure that all work has been satisfactorily completed.

c. Rights in Reports

The Commission reserves the right to use and reproduce all reports and data produced and delivered pursuant to this Agreement, and reserves the right to authorize others to use or reproduce such materials. Each report becomes the property of the Commission.

d. Failure to Comply with Reporting Requirements

Failure to comply with the reporting requirements contained in this Agreement will be considered a material noncompliance with the terms of this Agreement. Noncompliance may result in withholding of future payments, suspension or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards.

7. Publications - Legal Statement on Reports and Products

You are encouraged to publish or otherwise make publicly available the results of the work conducted under the award.

No product or report produced as a result of work funded by this program shall be represented to be endorsed by the Commission, and all such products or reports shall include the following statement:

LEGAL NOTICE

This document was prepared as a result of work sponsored by the California Energy Commission. It does not necessarily represent the views of the Energy Commission, its employees, or the State of California. The Commission, the State of California, its employees, contractors, and subcontractors make no warranty, express or implied, and assume no legal liability for the information in this document; nor does any party represent that the use of this information will not infringe upon privately owned rights.

8. Changes to the Agreement

a. Significant Changes

Significant changes to this Agreement must be approved by the Commission through a formal amendment. Significant changes include, but are not limited to:

- Change of Recipient's legal name,
- Change of Recipient,
- Changes in order to disencumber funds,
- Changes to the Work Statement that reasonably modify the purpose of the Agreement,
- Changes to the Schedule of Products that extend the due dates beyond the term of the Agreement,
- Changes to the Budget that increase the amount of the Agreement,
- Changes to the Budget that increase rates or fees.

The Recipient shall submit a request in writing to the CAM with a copy to the Commission Grants and Loans Officer for any significant change. The CAM will notify the Recipient Project Manager of the appropriate Commission action within ten (10) working days.

b. Nonsignificant Changes

Changes that are not significant to the Agreement do not need to be approved at a Commission business meeting through a formal amendment. These changes shall be documented in a Letter of Agreement, signed by both parties.

c. Schedule of Products and Due Dates

If the Schedule of Products and Due Dates needs to be revised after the execution of the Agreement, the revised dates cannot extend beyond the term end date of the Agreement without a formal amendment. Recipient shall work with the CAM to agree on the new product due dates. The CAM will issue the revised Schedule of Products and Due Dates to the Recipient and the Grants and Loans Office.

d. Budget Reallocations

(1) The Commission, through its CAM and Grants and Loans Officer, and the Recipient can agree upon and make certain budget reallocations without a formal amendment to this Agreement as long as ALL of the following conditions are met:

(a) The total of all budget reallocations cannot exceed ten percent (10%) with a cap amount of \$75,000 of the Agreement Amount. For purposes of this provision, "Agreement Amount" means the total amount of Commission funds being paid to the Recipient under this Agreement. It does not include any match funds provided by the Recipient.

For example, if under an agreement the Commission agrees to pay a recipient \$100,000 and the recipient is supplying \$500,000 in match funding, the ten percent (10%) limitation applies to the \$100,000. Only up to \$10,000 of Commission funds could be reallocated without a formal amendment. If under an agreement the Commission agrees to pay a recipient \$800,000, ten percent would be \$80,000, but the cap is \$75,000, so the most that could be reallocated without a formal amendment is \$75,000.

(b) The budget reallocation cannot substantially change the scope of work. Examples of budget reallocations that do not substantially change the scope of work include, but are not limited to, the following:

- Increasing or decreasing the overall travel budget. This does not mean an increase to the allowed per diem rates under this Agreement.
- Increasing or decreasing the equipment budget.

- Increasing or decreasing the number of personnel assigned to complete tasks. This does not include increasing the hourly rates of the personnel and classifications listed in the budget. Increasing hourly rates requires a formal amendment. The addition of personnel also requires a formal amendment unless there is already an identified classification of rates in the budget that the new personnel will be filling.
- (c) The budget reallocation only involves moving funds between tasks. The total Agreement Amount must remain unchanged. Increasing the total amount of the Agreement requires a formal amendment.
 - (d) The budget reallocation does not increase the percentage rate of Indirect Overhead, Fringe Benefits, General and Administrative Costs, or any other rates listed in the budget. For example, if an agreement budget lists the Indirect Overhead percentage rate as 25% of Direct Labor, the 25% cannot be changed without a formal amendment.
- (2) To effectuate a budget reallocation under this section, the Recipient must make a request in writing to both the CAM and the Grants and Loans Officer. Both the CAM and the Grants and Loans Officer will then approve or disapprove the request in writing; the approval or disapproval is not effective or binding unless signed by both the CAM and the Grants and Loans Officer. Oral communications cannot be used or relied upon. If the request is approved, the CAM shall revise the Budget Attachments to reflect the changes and send them to the Grants and Loans Officer and the Recipient.
 - (3) Any desired budget reallocations that do not meet the four criteria in this section must be made through a formal amendment.
 - (4) Attempted budget reallocations that do not meet the requirements of this section are not legally binding upon the parties.
- e. Amendments

This Agreement may be amended to make changes, including without limitation, additional funds, additional time, additional or modified tasks, and additional or modified terms.

9. Contracting and Procurement Procedures

This section provides general requirements for an agreement between the Recipient and a third party (“subcontractor”).

All subcontracts must be submitted to the CAM for review prior to execution, pursuant to the administrative task. For subcontracts that are listed as “to be determined” in the budget, the Recipient must submit the subcontractor’s budget information to the CAM, using the budget forms provided, and have an executed subcontract, before the subcontractor can incur any costs for which the Recipient will seek reimbursement.

The Recipient is required, where feasible, to employ contracting and procurement practices that promote open competition for all goods and services needed to complete this project. Recipient shall obtain price quotes from an adequate number of sources for all subcontracts.

The Commission will defer to the Recipient's own regulations and procedures as long as they reflect applicable state and local laws and regulations and are not in conflict with the minimum standards specified in this Agreement.

Upon request, the Recipient must submit to the CAM a copy of all solicitations for services or products required to carry out the terms of this Agreement and copies of the proposals or bids received. If a specific subcontractor was identified in the original grant application and the grant was evaluated based in part on this subcontractor's qualifications, then prior written approval from the CAM is required before substituting a new subcontractor.

The Recipient is responsible for handling all contractual and administrative issues arising out of or related to any subcontracts it enters into under this Agreement.

All subcontracts must incorporate all of the following:

- A clear and accurate description of the material, products, or services to be procured as well as a detailed budget and timeline.
- Provisions that allow for administrative, contractual, or legal remedies in instances where subcontractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
- Provisions for termination by the Recipient, including termination procedures and the basis for settlement.
- Language conforming to the "Nondiscrimination" provision in this Agreement.
- The Standard of Performance provisions specified in this Agreement.
- Retention of Records provisions specified in this Agreement.
- Audits provisions specified in this Agreement.
- Language conforming to the “Indemnification” provision in this Agreement.
- Public Work -- Payment of Prevailing Wages Generally Required by Law provisions in this Agreement

Recipients who are subcontracting with University of California (UC) may use the terms and conditions negotiated by the Energy Commission with UC for their subcontracts. Recipients who are subcontracting with the Department of Energy (DOE) national laboratories may use the terms and conditions negotiated with DOE.

Failure to comply with the above requirements may result in the termination of this Agreement.

10. *Bonding and Insurance*

The Recipient will follow its own bonding and insurance requirements relating to bid guarantees, performance bonds, and payment bonds without regard to the dollar value of the subcontract(s) as long as they reflect applicable state and local laws and regulations.

11. *Permits and Clearances*

The Recipient is responsible for ensuring all necessary permits and environmental documents are prepared and clearances are obtained from the appropriate agencies.

12. *Equipment*

Equipment is defined as having a useful life of at least one year, having an acquisition unit cost of at least \$5,000, and purchased with Energy Commission funds. Equipment means any products, objects, machinery, apparatus, implements or tools purchased, used or constructed within the Project, including those products, objects, machinery, apparatus, implements or tools from which over thirty percent (30%) of the equipment is composed of materials purchased for the Project. For purposes of determining depreciated value of equipment used in the Agreement, the Project shall terminate at the end of the normal useful life of the equipment purchased, funded and/or developed with Energy Commission funds. The Energy Commission may determine the normal useful life of such equipment.

Title to equipment acquired by the Recipient with grant funds shall vest in the Recipient. The Recipient shall use the equipment in the project or program for which it was acquired as long as needed, whether or not the project or program continues to be supported by grant funds. During the agreement period, and the Recipient shall not encumber the property without CAM approval. When no longer needed for the original project or program, the Recipient shall contact the CAM for disposition instructions.

13. Termination

This project may be terminated for any reason set forth below.

a. **With Cause**

In the event of any breach by the Recipient of the conditions set forth in this Agreement, this Agreement may be terminated for cause upon five (5) days written notice to the Recipient, without prejudice to any of the Commission's legal remedies.

b. **Without Cause**

This Agreement may, at the Commission's option, be terminated without cause in whole or in part, upon giving thirty (30) days advance notice in writing to the Recipient by certified mail, return receipt requested. In such event, the Recipient agrees to use all reasonable efforts to mitigate the Recipient's expenses and obligations hereunder. Also in such event, the Commission shall pay the Recipient for all satisfactory work performed and expenses incurred within 30 days after such notice of termination which could not by reasonable efforts of the Recipient have been avoided, but not in excess of the maximum payable under this Agreement.

14. Stop Work

The Commission Grants Officer may, at any time, by written notice to Recipient, require Recipient to stop all or any part of the work tasks in this Agreement. Stop work orders may be issued for reasons such as a project exceeding budget, standard of performance, out of scope work, delay in Project schedule, misrepresentations and the like.

a. **Compliance.** Upon receipt of such stop work order, Recipient shall immediately take all necessary steps to comply therewith and to minimize the incurrence of costs allocable to work stopped.

b. **Equitable Adjustment.** An equitable adjustment shall be made by Energy Commission based upon a written request by Recipient. Such adjustment request must be made by Recipient within thirty (30) days from the date of the stop work order.

c. **Canceling a Stop Work Order.** Recipient shall resume the work only upon receipt of written instructions from the Commission Grants Officer.

15. Travel and Per Diem

a. The Recipient shall be reimbursed for travel and per diem expenses using the same rates provided to non-represented State employees. The Recipient must pay for travel in excess of these rates. The Recipient may obtain current rates from the Energy Commissions Web Site at: http://www.energy.ca.gov/contracts/TRAVEL_PER_DIEM.PDF.

- b. For purposes of payment, Recipient's headquarters shall be considered the location of the Recipient's office where the employees' assigned responsibilities for this award are permanently assigned. Travel expenditures not listed in this section cannot be reimbursed.
- c. Travel identified in the Budget section of this Agreement is approved and does not require further authorization.
- d. Travel that is not included in the Budget section of this Agreement shall require written authorization from the CAM and Grants and Loans Officer prior to travel departure. The Energy Commission will reimburse travel expenses from the Recipient's office location.
- e. The Recipient must retain documentation of travel expenses in its financial records. The documentation must be listed by trip and include dates and times of departure and return, departure and destination cities. Travel receipts, including for travel meals and incidentals, shall be submitted with invoices requesting reimbursement from the Energy Commission.

16. Standard of Performance

Recipient, its subcontractors and their employees, in the performance of Recipient's work under this Agreement shall be responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures used in the Recipient's field.

Any costs for failure to meet the foregoing standard or to correct otherwise defective work that requires re-performance of the work, as directed by CAM, shall be borne in total by Recipient and not the Commission. The failure of a project to achieve the performance goals and objectives stated in the Work Statement is not a basis for requesting re-performance unless the work conducted by Recipient and/or its subcontractors is deemed by the Commission to have failed the foregoing standard of performance.

In the event Recipient/subcontractor fails to perform in accordance with the above standard:

- Recipient/subcontractor will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of the CAM. Any work re-performed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Recipient/subcontractor shall work any overtime required to meet the deadline for the task at no additional cost to the Commission;
- The Commission shall provide a new schedule for the re-performance of any task pursuant to this paragraph in the event that re-performance of a task within the original time limitations is not feasible; and

- The Commission shall have the option to direct Recipient/subcontractor not to re-perform any task which was not performed to the reasonable satisfaction of the CAM pursuant to application of (1) and (2) above. In the event the Commission directs Recipient/subcontractor not to re-perform a task, the Commission and Recipient shall negotiate a reasonable settlement for satisfactory work performed. No previous payment shall be considered a waiver of the Commission's right to reimbursement.

Nothing contained in this section is intended to limit any of the rights or remedies which the Commission may have under law.

17. Payment of Funds

The Energy Commission agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the Budget. The rates in the Budget are rate caps, or the maximum amount allowed to be billed. The Recipient can only bill for actual expenses incurred at the Recipient's actual direct labor rate(s), fringe benefit rate(s), and indirect rate(s), not to exceed the rates specified in the Budget.

a. Payment Requests

The Recipient may request payment from the Commission at any time during the term of this Agreement although it is preferred that payment requests be submitted with the progress reports. The final payment request must be received by the Energy Commission along with the draft Final Report 60 days prior to the end of the Agreement term.

Payments will generally be made on a reimbursement basis for Recipient expenditures, i.e., after the Recipient has incurred the cost for a service, product, supplies, or other approved budget item. No reimbursement for food or beverages shall be made other than allowable per diem charges.

<This section will only be included if the grant is to a public entity, if the funds will be passed through to a public entity, or for a block grant program. The Energy Commission is not authorized to advance funds to private entities except as provided in statute.> As a general rule, advance payments are not allowed and are discouraged. The Commission, at its sole discretion, may honor advance payment requests if warranted by **compelling need**. Advance payments shall only be made upon the satisfaction of conditions intended to protect grant funds from loss or misuse, including (1) demonstrating the willingness and ability to maintain procedures to minimize the time elapsing between the receipt of the advanced funds and the Recipient's disbursement of the funds, (2) depositing all advance payments into a separate interest-earning account; (3) reporting interest earned on advance payments to the CAM and remitting quarterly to the Commission's Accounting Office; (4) accounting for the expenditure of all advance payments and returning any unexpended advanced funds within 120 days of the advance or 60 days prior to termination of this Agreement, whichever comes sooner, unless the Commission Grants and Loans Office specifies a different time period; (5) other conditions as specified by the Grants and Loans Office.

Funds in this Agreement have a limited period in which they must be expended. All Recipient expenditures must occur within the approved term of this Agreement.

b. Documentation

All payment requests must be submitted using a completed Payment Request form (Exhibit C, Attachment 1). This form must be accompanied by an itemized list of all charges and copies of all receipts or invoices necessary to document these charges for both Commission and match share, including backup documentation for actual expenditures, such as time cards, vendor invoices, and proof of payment. Any payment request that is submitted without the itemization will not be authorized. If the itemization or documentation is incomplete, inadequate, or inaccurate, the CAM will inform the Recipient and hold the invoice until all required information is received or corrected. Any penalties imposed on the Recipient by a subcontractor because of delays in payment will be paid by the Recipient.

Any documentation in foreign currency must be converted to dollars, and the conversion rate must be included in your itemization.

c. Certification

The following certification shall be included on each Payment Request form and signed by the Recipient's authorized officer:

I certify that this invoice is correct and proper for payment, and reimbursement for these costs has not and will not be received from any other sources, including but not limited to a government entity contract, subcontract or other procurement method.

Additional certification required related to the payment of prevailing wages. Refer to section 27 of these terms and conditions for more information.

d. Government Entity

Government Entity is defined as a governmental agency from California or any state or a state college or state university from California or any state; a local government entity or agency, including those created as a Joint Powers Authority; an auxiliary organization of the California State University or a California community college; the Federal Government; a foundation organized to support the Board of Governors of the California Community Colleges or an auxiliary organization of the Student Aid Commission established under Education Code 69522.

e. Release of Funds

The CAM will not process any payment request during the Agreement term until the following conditions have been met:

- All required reports have been submitted and are satisfactory to the CAM.
- All applicable special conditions have been met.
- All appropriate permits or permit waivers from governmental agencies have been issued to the Recipient and copies have been received by the CAM.
- All products due have been submitted and are satisfactory to the CAM.
- Other prepayment conditions as may be required by the CAM have been met. Such conditions will be specified in writing ahead of time, if possible.

f. Fringe Benefits, Indirect Overhead, and General and Administrative (G&A),

Indirect cost rates must be developed in accordance with generally accepted accounting principles. If the Recipient has an approved fringe benefits or indirect cost rate (indirect overhead or G&A) from their cognizant Federal Agency, the Recipient may bill at the federal rate up to the Budget rate caps if the following conditions are met:

- The Recipient may bill at the federal provisional rate but must adjust annually to reflect their actual final rates for the year in accordance with the Labor, Fringe, and Indirect Invoicing Instructions which can be accessed in this agreement.
 - The cost pools used to develop the federal rates must be allocable to the Commission Agreement, and the rates must be representative of the portion of costs benefiting the Commission Agreement. For example, if the federal rate is for manufacturing overhead at the Recipient's manufacturing facility and the Commission Agreement is for research and development at their research facility, the federal indirect overhead rate would not be applicable to the Commission Agreement.
 - The federal rate must be adjusted to exclude any costs that are specifically prohibited in the Commission Agreement.
 - The Recipient may only bill up to the Agreement Budget rate caps unless and until an amendment to the Agreement Budget is approved.
- g. Retention
- It is the Commission's policy to retain 10 percent of any payment request or 10 percent of the total Commission award at the end of the project. After the project is complete the Recipient must submit a completed payment request form requesting release of the retention. The CAM will review the project file and, when satisfied that the terms of the funding Agreement have been fulfilled, will authorize release of the retention.
- h. State Controller's Office
- Payments are made by the State Controller's Office.

18. Fiscal Accounting Requirements

- a. Accounting and Financial Methods
- The Recipient shall establish a separate ledger account or fund for receipt and disbursement of Commission funds for each project funded by the Commission. Expenditure details must be maintained in accordance with the approved budget details using appropriate accounting practices.
- b. Retention of Records
- The Recipient shall retain all project records (including financial records, progress reports, and payment requests) for a minimum of three (3) years after the final payment has been received or three years after the federal grant term, whichever is later, unless otherwise specified in the funding Agreement.

Records for nonexpendable personal property acquired with grant funds shall be retained for three years after its final disposition or three years after the federal grant term, whichever is later.

c. Audits

Upon written request from the Commission, the Recipient shall provide detailed documentation of all expenses at any time throughout the project. In addition, the Recipient agrees to allow the Commission or any other agency of the State, or their designated representative, upon written request, to have reasonable access to and the right of inspection of all records that pertain to the project during the term of this Agreement and for a period of three (3) years thereafter or three years after the federal grant term, whichever is later, unless the Commission notifies the Recipient, prior to the expiration of such three-year period, that a longer period of record retention is necessary. Further, the Recipient agrees to incorporate an audit of this project within any scheduled audits, when specifically requested by the State. Recipient agrees to include a similar right to audit in any subcontract.

Recipients are strongly encouraged to conduct annual audits in accordance with the single audit concept. The Recipient should provide two copies of the independent audit report and any resulting comments and correspondence to the CAM within 30 days of the completion of such audits.

d. Cost or Match Share

Cost or Match Share means cash or in-kind (non-cash) contributions provided by Recipient, subcontractors or other parties that will be used in performance of this Agreement.

If the grant Budget includes cost or match share under this Agreement, the Recipient agrees to be liable for the percentage of cost or match share identified in this Agreement of the total allowable project costs incurred even if the project is terminated early or is not funded to its completion.

Total allowable project cost is the sum of the Agreement share and Recipient share of the project costs. *Cost share* percentage is calculated by dividing Recipient cost share amount by the total allowable project cost. *Match share* percentage is calculated by dividing Recipient match share by the Agreement share of the project costs.

Failure to provide the minimum required cost or match share may result in the subsequent recovery of some or all of the funds provided under this Agreement.

The Recipient must maintain accounting records detailing the expenditure of the match (actual cash and in-kind services) and provide complete documentation of expenditures as described under "Payment of Funds."

19. Indemnification

The Recipient agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to Recipient and to any and all contractors, subcontractors, materialmen, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Recipient in the performance of this Agreement.

20. Disputes

In the event of a dispute or grievance between Recipient and the Commission regarding this Agreement, the following two-step procedure shall be followed by both parties. Recipient shall continue with responsibilities under this Agreement during any dispute.

a. Commission Dispute Resolution Level 1

The Recipient shall first discuss the problem informally with the CAM. If the problem cannot be resolved at this stage, the Recipient must direct the grievance together with any evidence, in writing, to the Commission Grants and Loans Officer. The grievance must state the issues in the dispute, the legal authority or other basis for the Recipient's position and the remedy sought. The Commission Grants and Loans Officer and the Program Office Manager must make a determination on the problem within ten (10) working days after receipt of the written communication from the Recipient. The Grants and Loans Officer shall respond in writing to the Recipient, indicating a decision supported by reasons. Should the Recipient disagree with the Grants and Loans Officer decision, the Recipient may appeal to the second level.

b. Commission Dispute Resolution Level 2

The Recipient must prepare a letter indicating why the Grants and Loans Officer's decision is unacceptable, attaching to it the Recipient's original statement of the dispute with supporting documents, along with a copy of the Grants and Loans Officer's response. This letter shall be sent to the Executive Director at the Commission within ten (10) working days from receipt of the Grants and Loans Officer's decision. The Executive Director or designee shall meet with the Recipient to review the issues raised. A written decision signed by the Executive Director or designee shall be returned to the Recipient within twenty (20) working days of receipt of the Recipient's letter. The Executive Director may exercise the option of presenting the decision to the Commission at a business meeting. Should the Recipient disagree with the Executive Director's decision, the Recipient may appeal to the Commission at a regularly scheduled business meeting. Recipient will be provided with the current procedures for placing the appeal on a Commission Business Meeting Agenda.

21. Workers' Compensation Insurance

- a. Recipient hereby warrants that it carries Worker's Compensation Insurance for all of its employees who will be engaged in the performance of this Agreement, and agrees to furnish to the CAM satisfactory evidence of this insurance at any time the CAM may request.
- b. If Recipient is self-insured for worker's compensation, it hereby warrants such self-insurance is permissible under the laws of the State of California and agrees to furnish to the CAM satisfactory evidence of this insurance at any time the CAM may request.

22. General Provisions

a. Governing Law

It is hereby understood and agreed that this Agreement shall be governed by the laws of the State of California as to interpretation and performance.

b. Independent Capacity

The Recipient, and the agents and employees of the Recipient, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the Energy Commission.

c. Assignment

Without the written consent of the Commission in the form of a formal written amendment, this Agreement is not assignable or transferable by Recipient either in whole or in part.

d. Timeliness

Time is of the essence in this Agreement.

e. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

f. Waiver

No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law.

g. Assurances

The Commission reserves the right to seek further written assurances from the Recipient and its team that the work of the project under this Agreement will be performed consistent with the terms of the Agreement.

h. Change in Business

- (1) Recipient shall promptly notify the Commission of the occurrence of each of the following:
 - (a) A change of address.
 - (b) A change in the business name or ownership.
 - (c) The existence of any litigation or other legal proceeding affecting the project.
 - (d) The occurrence of any casualty or other loss to project personnel, equipment or third parties of a type commonly covered by insurance.
 - (e) Receipt of notice of any claim or potential claim against Recipient for patent, copyright, trademark, service mark and/or trade secret infringement that could affect the Commission's rights.
- (2) Recipient shall not change or reorganize the type of business entity under which it does business except upon prior written notification to the Commission. A change of business entity or name change requires an amendment assigning or novating the Agreement to the changed entity. In the event the Commission is not satisfied that the new entity can perform as the original Recipient, the Commission may terminate this Agreement as provided in the termination paragraph.

i. Survival of Terms

It is understood and agreed that certain provisions shall survive the completion or termination date of this Agreement for any reason. The provisions include, but are not limited to:

- "Payments of Funds"
- "Equipment"
- "Change in Business"
- "Disputes"
- "Termination"
- "Audit"
- "Indemnification"
- "Fiscal Accounting Requirements"

23. Certifications and Compliance

a. Federal, State and Municipal Requirements

Recipient must obtain any required permits and shall comply with all applicable federal, State, and municipal laws, rules, codes, and regulations for work performed under this Agreement.

b. Nondiscrimination Statement of Compliance

During the performance of this Agreement, Recipient and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Recipient and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Recipient and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part of it as if set forth in full. Recipient and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

The Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

c. Drug-Free Workplace Certification

By signing this Agreement, the Recipient hereby certifies under penalty of perjury under the laws of the State of California that the Recipient will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- (1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations as required by Government Code Section 8355(a)(1).
- (2) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:

- The dangers of drug abuse in the workplace;
 - The person's or organization's policy of maintaining a drug-free workplace;
 - Any available counseling, rehabilitation, and employee assistance programs; and
 - Penalties that may be imposed upon employees for drug abuse violations.
- (3) Provide, as required by Government Code Section 8355(a)(3), that every employee who works on the proposed project:
- Will receive a copy of the company's drug-free policy statement;
 - Will agree to abide by the terms of the company's statement as a condition of employment on the project.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both, and the Recipient may be ineligible for any future State awards if the Commission determines that any of the following has occurred: (1) the Recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

d. Child Support Compliance Act (Applicable to California Employers)

For any Agreement in excess of \$100,000, the Recipient acknowledges that:

- It recognizes the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- To the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

e. Americans with Disabilities Act

By signing this Agreement, Recipient assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

24. Site Visits

The California Energy Commission and/or its designees have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. Recipient must provide and must require subawardees to provide reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

25. Confidentiality

A. Information Considered Confidential

Confidential information is information designated confidential pursuant to the procedures specified in 20 CCR 2505. If applicable, all Recipient information considered confidential at the commencement of this Agreement is designated in the Attachment to this Exhibit.

B. Confidential Deliverables: Labeling and Submitting Confidential Information

Prior to the commencement of this Agreement, if applicable, the parties have identified in the Attachment to this Exhibit, specific Confidential Information to be provided as a deliverable. All such confidential deliverables shall be marked, by the Recipient, as "Confidential" on each page of the document containing the Confidential Information and presented in a sealed package to the Commission Grants Officer. (Non-confidential deliverables are submitted to the Accounting Office.) All Confidential Information will be contained in the "confidential" volume: no Confidential Information will be in the "public" volume.

C. Submittal of Unanticipated Confidential Information as a Deliverable

The Recipient and the Energy Commission agree that during this Agreement, it is possible that the Recipient may develop additional data or information not originally anticipated as a confidential deliverable. In this case, Recipient shall follow the procedures for a request for designation of Confidential Information specified in 20 CCR 2505. The Energy Commission's Executive Director makes the determination of confidentiality. Such subsequent determinations may be added to the list of confidential deliverables in the Attachment to this Exhibit.

D. Disclosure of Confidential Information

Disclosure of Confidential Information by the Energy Commission may only be made pursuant to 20 CCR 2506 and 2507. All confidential data, records or deliverables that are legally disclosed by the Recipient or any other entity become public records and are no longer subject to the above confidentiality designation.

26. Budget Contingency Clause

It is mutually agreed that this Agreement shall be of no further force and effect if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the work identified in Exhibit A. In this event, the Energy Commission shall have no liability to pay any funds whatsoever to the Recipient or to furnish any other consideration under this Agreement, and the Recipient shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the Energy Commission shall have the option to either: 1) cancel this Agreement with no liability occurring to the Energy Commission; or 2) offer an Agreement Amendment to the Recipient to reflect the reduced amount.

27. Public Works -- Payment of Prevailing Wages

Generally Required by Law

Projects that receive an award of public funds from the Energy Commission often involve construction, alteration, demolition, installation, repair or maintenance work over \$1,000.

NOTE: Projects that receive an award of public funds from the Energy Commission are likely to be considered public works under the California Labor Code. See Chapter 1 of Part 7 of Division 2 of the California Labor Code, commencing with Section 1720 and Title 8, California Code of Regulations, Chapter 8, Subchapter 3, commencing with Section 16000.

Accordingly, the Energy Commission assumes that all projects it funds are public works. Projects deemed to be public works require among other things the payment of prevailing wages.

NOTE: Prevailing wage rates can be significantly higher than non-prevailing wage rates.

By accepting this grant, Recipient as a material term of this agreement shall be fully responsible for complying with all California public works requirements including but not limited to payment of prevailing wage. Therefore, as a material term of this grant, Recipient must either:

- (a) Proceed on the assumption that the project is a public work and ensure that:
 - (i) prevailing wages are paid; and
 - (ii) the project budget for labor reflects these prevailing wage requirements; and

- (iii) the project complies with all other requirements of prevailing wage law including but not limited to keeping accurate payroll records, and complying with all working hour requirements and apprenticeship obligations;

or,

(b) Timely obtain a legally binding determination from DIR or a court of competent jurisdiction before work begins on the project that the proposed project is not a public work.

NOTE: Only the California Department of Industrial Relations (DIR) and courts of competent jurisdiction have jurisdiction to issue legally binding determinations that a particular project is or is not a public work.

If the Recipient is unsure whether the project receiving this award is a “public work” as defined in the California Labor Code, it may wish to seek a timely determination from the California Department of Industrial Relations (DIR) or an appropriate court.

NOTE: Such processes can be time consuming and therefore it may not be possible to obtain a timely determination before the date for performance of the award commences.

If the Recipient does not timely obtain a binding determination from DIR or a court of competent jurisdiction that the project is not a public work, before the grant agreement from the Commission is executed, the Recipient shall assume that the project is a public work and that payment of prevailing wages is required and shall pay prevailing wages unless and until such time as the project is subsequently determined to not be a public work by DIR or a court of competent jurisdiction.

NOTE: California Prevailing Wage law provides for substantial damages and financial penalties for failure to pay prevailing wages when payment of prevailing wages is required.

Subcontractors and Flow-down Requirements. Recipient shall ensure that its subcontractors, if any, also comply with above requirements with respect to public works/prevailing wage. Recipient shall ensure that all agreements with its contractors/subcontractors to perform work related to this Project contain the above terms regarding payment of prevailing wages on public works projects. Recipient shall be responsible for any failure of Recipient’s subcontractors to comply with California prevailing wage and public works laws.

Indemnification and breach. Any failure of Recipient or its subcontractors to comply with the above requirements shall constitute a breach of this agreement that excuses the Commission's performance of this grant agreement at the Commission's option, and shall be at Recipient's sole risk. In such a case, Commission may refuse payment to Recipient of any amount under this award and Commission shall be released, at its option, from any further performance of this award or any portion thereof. By accepting this grant award, as a material term of this agreement, Recipient agrees to indemnify the Energy Commission and hold the Energy Commission harmless for any and all financial consequences arising out of or resulting from the failure of Recipient and/or any of Recipient's subcontractors to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law.

Budget. Recipient's budget on public works projects must indicate which job classifications are subject to prevailing wage. For detailed information about prevailing wage and the process to determine if the proposed project is a public work, Recipient may wish to contact the California Department of Industrial Relations (DIR) or a qualified labor attorney of their choice for guidance.

Covered Trades. For public works projects, Recipient may contact DIR for a list of covered trades and the applicable prevailing wage.

Questions. If Recipient has any questions about this contractual requirement or the wage, record keeping, apprenticeship or other significant requirements of California prevailing wage law, it is recommended that Recipient consult DIR and/or a qualified labor attorney of its choice before accepting the award for this grant.

Certification. Recipient shall certify to the Energy Commission on each Payment Request Form, either that (a) prevailing wages were paid to eligible workers who provided labor for work covered by the payment request and that the Recipient and all contractors and subcontractors otherwise complied with all California prevailing wage laws, or (b) that the project is not a public work requiring the payment of prevailing wages. In the latter case, Recipient shall provide competent proof of a DIR or court determination that the project is not a public work requiring the payment of prevailing wages.

Prior to the release of any retained funds under this Agreement, the Recipient shall submit to the Energy Commission the above-described certificate signed by the Recipient and all contractors and subcontractors performing public works activities on the project. Absent such certificate, Recipient shall have no right to any funds under this grant, and Commission shall be relieved of any obligation to pay said funds.

28. *Intellectual Property*

The Energy Commission makes no claim to intellectual property developed under this Agreement that is not specified for delivery, except as expressly provided herein.

Attachment D

CEC Grant Submittal

ATTACHMENT 1 APPLICATION FORM

This document provides the Energy Commission with basic information about the Applicant and its subcontractors. Each Applicant must complete, sign and include this attachment in its Application.

Applicant's Legal Name	Federal ID Number
City of Torrance	95-6000803

Proposed Term	
Start Date	End Date
July / 01 / 2014	May / 01 / 2016

Funding		
Amount of Funds Requested	\$ 405,940	
Match Funding	\$ 109,128	Source of Match: <input checked="" type="checkbox"/> Cash <input type="checkbox"/> In-Kind

Title of Project
Torrance: One Mile One Charger

Project Location
1. Charles Wilson Park, 2200 Crenshaw Blvd., Torrance, CA 90501; 2. Columbia Park, 4045 190th St., Torrance, CA 90504; 3. Downtown Torrance –within a City parking lot at 1332 Post Avenue, Torrance, CA 90501; 4. Katy Geissert Library-Civic Center Complex, 3301 Torrance Blvd., Torrance, CA 90503; 5. Walteria Library and Park, 3855 242 nd St., Torrance CA 90505; 6. McMaster Park, Library and Police Substation, 3624 Artesia Blvd., Torrance, CA 90504

Project Description (brief paragraph)
The City proposes to install six DC Fast Charge EV stations at six locations within the City. All stations are “Destination Charging” stations as defined in Category I of the application guidelines. They will be publicly accessible and will allow motorists to “top off” or extend their mileage range. The City chose to install DC fast chargers (versus Level II chargers) for the convenience to customers, under direction from the Torrance City Council.

California Environmental Quality Act (CEQA) Compliance
1. Is Contract considered a “Project” under CEQA? <input checked="" type="checkbox"/> Yes: skip to question 2 <input type="checkbox"/> No: complete the following (PRC 21065 and 14 CCR 15378): Explain why contract is not considered a “Project”: Contract will not cause direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment because _____.
2. If contract is considered a “Project” under CEQA, have you complied? <input checked="" type="checkbox"/> Yes (if so, provide documentation in application) <input type="checkbox"/> No

Applicant's Project Manager (serves as point of contact for all communications)	
Name: Jon	athan Landis
Address:	General Services Department, 3031 Torrance Blvd.
City, State, Zip:	Torrance, California, 90503
Phone/ Fax:	Phone: 310-781-7162; Fax: 310-781-7199
E-Mail: JLa	ndis@Torrance.CA.gov

ATTACHMENT 1 APPLICATION FORM

Applicant Is

- Private Company
- Non-profit
- CA State Agency (including UC and CSU)
- Government Entity (i.e. city, county, federal government, air/water/school district, joint power authorities, university from another state)

Proprietary/ Confidential Information:

No – Application does not contain proprietary information, unrestricted distribution is authorized.

Is Applicant subcontracting any services?

No Yes

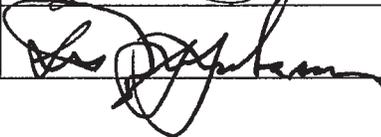
Subcontractor(s) to be determined. City will acquire the services of a qualified vendor by following the City's procurement policies after the grant has been awarded.

Certifications:

I hereby authorize the California Energy Commission to make any inquiries necessary to verify the information I have presented in my Application.

I hereby certify to the best of my knowledge and belief that I have read, understand, and do hereby accept the terms and conditions contained in this PON package, including the provisions of the Agreement Terms and Conditions and, further, I am willing to enter into an agreement with the Commission to conduct the proposed project according to the terms and conditions without negotiation.

I hereby certify to the best of my knowledge that the information contained in this Application is correct and complete.

Signature of Principal Investigator/ Project Manager		Date:	29 Jan 14
Signature of Authorized Representative		Date:	29 Jan 2014

PROJECT DESCRIPTION

Eligibility

The California Energy Commission Electric Vehicle Infrastructure Grant program presents an exciting opportunity for the City of Torrance to realize its Strategic Plan goal of encouraging and facilitating the development of alternative fuel sources. The City has an ambitious plan to provide a contiguous grid of Electric Vehicle Supply Equipment (EVSE), commonly known as electric vehicle charging stations so that motorists in Torrance will never have to go further than one mile to charge up. To achieve their goal, the City has a portfolio of projects proposed concerning electric vehicle charging infrastructure. We have applied for grant funding to support our portfolio, which includes 14 proposed electric vehicle charging stations at six strategic locations throughout the City. The portfolio originally consisted of plans to install 14 Level II charging stations, but under City Council direction, staff has amended the portfolio to include eight total Level II charging stations and six DC Fast Charge stations. The City is requesting \$405,940 in California Energy Commission grant funding through this application to install the six DC Fast Charge stations for City residents and visitors. The total cost for this portion of the portfolio is \$515,068, with a local match of \$109,128. All stations will be “Destination Charging” stations as defined in Category I of the application guidelines. The chargers will be publicly accessible and allow motorists to “top off” or extend their mileage range. The City is pursuing the installation of DC fast chargers along with Level II stations for the added convenience to customers who need a quick, 30-minute-or-less-charge. The fast chargers will be able to fully charge a depleted battery in as little as 30 minutes, and the Level II stations will provide the appropriate charge level for those who can spend more time charging their vehicles. Six public locations were selected based on citizen input, and are strategic to the expansion of alternative fueling infrastructure, including EV Charging Stations, within the commercial hub of the South Bay. All six sites and stations proposed in this project meet the eligibility criteria for a Level I Destination Charging Station. The proposed locations are safe, well-lit, publicly accessible and adjacent to popular City destinations with high visibility.

According to the California Energy Commission, Transportation Energy Office,¹ there are a total of **5,260** light-duty electric vehicles registered in Los Angeles County (where Torrance is located). Of the 5,260, **2,215** are highway-legal, electric vehicles requiring charging stations like the ones Torrance will install. The remaining **3,045** light duty electric vehicles are classified as Neighborhood Electric Vehicles, some of which have the same charging port enabling them to utilize the Torrance charging stations also.

The City previously installed two EV charging stations at the Civic Center as part of a pilot program started by American Honda Motor Company in 2011 as electric vehicles were becoming more readily available on the market. In addition to the two at the Civic Center, a number of businesses have installed public electric vehicle charging stations including: three stations at Torrance Walgreen’s locations, and two each at Costco and Jerome’s Furniture Showroom. Twenty charging stations are planned at the City’s Del Amo Fashion Center Mall. Still the demand for EV charging stations exceeds the supply, which has led to long lines, disputes, frustration, and even vandalism at existing charging stations in the South Bay. The over-burdened charging stations create congested streets and illegal parking as consumers wait to charge their vehicles. It has become increasingly common for drivers to wait in employee parking spots or in non-designated waiting areas for a charging space to become available and disrupt daily traffic or others’ charging in order to gain access to the charging stations.

¹ Figure from Gary Yowell, Associate Automotive Standards Engineer for the Transportation Energy Office of the California Energy Commission

Proposed EV Charging Stations



The City of Torrance engaged residents and commuters in an interactive planning process to determine the locations where the public thought EV stations should be located by placing pins at desired locations throughout the City. Through this outreach, the City chose the six locations (represented above) in requested service areas with public infrastructure. Additional details of the interactive planning process can be found at: <https://www.torranceca.gov/22841.htm>

Market Vision The City decided on a per minute price rate based on a county-wide survey of current charging prices for public access EV stations. The City seeks to set fair pricing that will provide for the cost of electricity to each station, any needed maintenance, and other costs associated with the operation of the charging stations. All sites are owned by the City of Torrance. Even after a vehicle has reached its full charge (thirty to forty minutes at most, with DC Fast Charge) the billing mechanism will continue as long as the vehicle is connected to the charger. This billing protocol will be utilized in Torrance in order to prevent motorists from staying connected longer than is necessary and freeing up the DC Fast charger for the next customer.

Detailed Description for Implementation

The City will issue a Request for Proposals from vendors who can provide, install, and maintain the six DC Fast Charge EV charging stations, as well as, provide training to staff for logistics regarding payment collection. The City will contact Southern California Edison to evaluate rate and meter options at each site. The successful vendor will perform the following scope of work:

1. Excavate, then provide and install one 4" Schedule 40 conduit to the new meter cabinet at each site. This includes saw cut asphalt/concrete removal with slurry backfill. The technician will remove and dispose spoils, and provide complete asphalt and concrete repair.
2. Provide and install one, up to 500Volt meter cabinet complete with concrete base at each site.
3. Excavate, then provide and install one 2" Schedule 40 conduit approximately 25 feet between the new meters and the new charging stations. This will include saw cut asphalt/concrete removal with slurry back fill. The technician will remove and dispose of spoils, and provide complete asphalt and concrete repair.
4. Provide and install one DC Fast Charge station complete with concrete base at each location.
5. Provide and install 50 feet of 4-C 4/0AL from the source to the feed meter cabinet and terminate at each station.
6. Provide and install 25 feet of 3-C #2CU from the meter cabinet to feed charging station and terminate at each station.
7. Ensure that each site is ADA compliant.
8. Install signage (marking ingress/egress, instructions for use, regulatory, and community way-finding) to inform drivers about new charging stations, and for ease of identification and access of the stations.

The total for each installation will be approximately \$65,000. Six stations x \$65,000 = \$390,000 for construction and installation for the entire project. The timing of this CEC EV infrastructure grant is well synchronized with a pending award from the Mobile Source Air Pollution Reduction Review Committee (MSRC). The City of Torrance has been recommended for an award of \$56,000 for Level II (3-hour) charging stations at each of these six sites. This CEC grant award will allow for a DC Fast Charger to be installed along with the approved Level II chargers. A second, and much faster DC charger at each of the six sites and will complement the City's overall portfolio of charging stations. The City intends to commence with installation and construction of all charging stations should this CEC grant request be funded. The Torrance City Council has approved the plan for the Level II chargers and requested that a DC charger is added at each site to make the City's EV infrastructure even more robust.

APPROPRIATENESS OF EQUIPMENT LOCATIONS AND TYPE

Locations

The City of Torrance, California is located in the South Bay, and boasts natural beauty along with economic opportunity. As a regional employment hub, thousands of workers commute into Torrance on a

TORRANCE: ONE MILE, ONE CHARGER

daily basis. Torrance is the North American headquarters for Toyota Motor Sales and American Honda Motor Company. As such, the City has a unique opportunity to showcase EV technology. The City is also a regional shopping destination with the Del Amo Fashion Center and the Torrance Crossroads drawing shoppers to the City year-round. The City estimates that its population (approximately 147,000 according to American Community Survey 2012 estimates) nearly doubles on weekdays, providing an excellent opportunity to promote EV usage, and achieve reduced regional carbon emissions via well-planned EV infrastructure in the region.

The City developed an innovative way to involve the community in identifying the best locations for EV stations in Torrance. The exercise, known as the "Plug-(p)in Maps" allowed members of the public to place a virtual marker, or pin, onto aerial maps of the city to reflect their preferred location for an EV charger. This exercise was first introduced at various environmental functions, such as the 2011 Torrance Environmental Fair and the 2011 Honda Employee Earth Day Fair, with much success. In an effort to expand the outreach, the "Plug-(p)in Maps" went "viral," (i.e. live on the web) allowing anyone to submit their suggestions from anywhere. The website is still active and can be found at <https://www.torranceca.gov/22841.htm>. Public response was utilized to determine where charging infrastructure was in the highest demand. Staff evaluated each potential site based on ownership (site control), accessibility, parking, lighting, safety, and proximity to existing electric utilities.

The Interactive Torrance Plug-(P)In Map



Fig. 1. This screen shot is an example of the Torrance "Plug-(p)in Map," where residents could "pin" their preferences for EV charging sites. The six destinations chosen for this application were top sites identified by the public.

TORRANCE: ONE MILE, ONE CHARGER

The proposed charging type (DC Fast Charge) is appropriate for the anticipated duration of parking and charging at each site (typically 30 minutes for a full charge).

The selected sites are conveniently located in large parking areas and destination locations which draw both residents and commuters on a daily basis. Most of the sites are dual-purpose facilities, such as a library and park at one location. Site maps for each location are provided at the end of this application. The six sites are summarized as follows:

Charles Wilson Park, 2200 Crenshaw Boulevard



Charles Wilson Park is a 44-acre park with distinctive attractions including: picnic areas, softball diamonds, basketball courts, horseshoe pits, sand volley ball courts, an amphitheater, a scenic pond, restrooms, play equipment, tennis courts, a roller hockey rink, an *Universally Accessible* tree house, a fitness course, and a walking trail. The park is also home to the Torrance Certified Farmer's Market and the Southern California Live Steamers Miniature Railroad. The park is open daily from 6:00 a.m. to 10:00 p.m. The charging station will be sited on the north side of the park.

Columbia Park, 4045 190th Street



Columbia Park is Torrance's largest park (52 acres) with numerous sports and recreation amenities including softball diamonds, soccer fields, horseshoe pits, sand volley ball courts, play equipment, a fitness course, and a walking trail. This park is also home to Torrance's Community Garden. Columbia Park is open daily from 6:00 a.m. to 10:00 p.m. The charging station will be sited in the parking lot on the east side of the park on Prairie Avenue.

TORRANCE: ONE MILE, ONE CHARGER

Downtown Torrance –within a City parking lot at 1332 Post Avenue (7355-026-900), between Cravens Avenue and Sartori Avenue



Downtown Torrance is experiencing a revival as a quaint destination for shopping, dining and antiques. It features dozens of local restaurants, antique, collectible and novelty shops, boutique clothing stores, and multi-family residential. On Thursday evenings the Downtown Torrance Market Place fills the streets with live music and vendors offering unique gifts, arts and crafts, vintage treasures, jewelry, and antiques. The charging station will be sited in one of the City’s parking lots that is centrally located and within walking distance to shops and restaurants.

Katy Geissert Library-Civic Center Complex, 3301 Torrance Boulevard



The City’s main library (23,000 average monthly gate count) and the Civic Center, which includes all City of Torrance offices (1,684 employees), are co-located in one complex along with Los Angeles Courthouse facilities. The charging facilities will be available to the public 6:00 a.m. to 10:00 p.m. at this location. In 2011, two pilot EV charging stations were installed at the complex providing complimentary charging. The stations have proven successful to the point where the Level II chargers are not sufficient to handle demand. For example, we have witnessed more than four to six users waiting in line for a turn to use the charging stations. The Civic Center is located in the immediate vicinity of an Olympic sized swimming facility, the Torrance Cultural Arts Center, which includes Japanese Gardens, the Torrance Art Museum and James R. Armstrong Theater.

Walteria Library and Park, 3855 242nd Street



Walteria Park has tennis courts, a ball field, basketball courts, picnic areas, fire pits, a playground for children, and a library. This park is open from 6:00 a.m. to 10:00 p.m. The charging station will be at the Southeast side of the park.

McMaster Park, Library and Police Substation, 3624 Artesia Boulevard



McMaster Park includes a sports field, police substation, and the North Torrance Library. The location is also just two and a half blocks from Interstate 405 off-ramps. The park complex is open daily from 6:00 a.m. to 10:00 p.m. The charging station will be in the parking lot behind the community center and library. It is accessible via a driveway on Yukon Avenue.

Equipment

The proposed equipment includes one DC Fast Charger at each of the six locations mentioned above. As mentioned previously, the City chose this type of charger to provide the quickest electric charge available. *Taking Charge*, a report from the California Plug-in Electric Vehicle Collaborative, defines DC Charging as a “permanently installed charging station [that] converts three-phase AC electricity to direct current (DC) off-board of the PEV, delivering up to 250 kW directly to the PEV battery.” DC Fast Chargers provide between 80 to 100% charge for electric vehicles within 30 minutes. This type of charger is appropriate for the proposed six *Destination Charging* station locations. The typical Level II EV charging station provides the same charge in two to four hours. With locations such as parks, libraries, and shopping destinations, drivers looking to charge their vehicles and return to places outside of the City or across town will feel secure in knowing that they will extend their range of travel considerably in just 30 minutes.

While the efficiency of the stations will encourage patronage and confidence in the City’s PEV infrastructure, the City is proposing a policy that will discourage patrons from staying connected beyond their full charge. The City will deploy “continuous charging” at each station. This means that when the electric vehicle owner plugs in to the station, he or she will be required to continue payment as long as the connection is uninterrupted.

The Equipment Location and Type Supports Local Region’s Plans for EV Charging

The Southern California Association of Governments (SCAG) lists the following priorities in the Regional Transportation Plan 2012-2035 Sustainable Communities Strategy, among others:

- Align the plan investments and policies with improving regional economic development and competitiveness;
- **Maximize mobility and accessibility for all people and goods in the region;**
- **Ensure travel safety and reliability for all people and goods in the region;**
- **Preserve and ensure a sustainable regional transportation system;**
- Maximize the productivity of our transportation system; and
- **Actively encourage and create incentives for energy efficiency**, when possible.

The proposed equipment location and type aligns with the 2012-2035 Sustainable Communities Strategy as follows:

- **Maximize mobility and accessibility for all people and goods in the region.** Providing electric vehicle infrastructure will support residents and commuters who travel to these popular destinations by electric vehicle;
- **Preserve and ensure a sustainable regional transportation system.** Providing EV infrastructure will promote the use of alternative fuel sources over typical fossil fuel energy sources. Electric vehicle usage expansion will reduce greenhouse gas emissions that contribute to global climate change;
- **Ensure travel safety and reliability for all people and goods in the region.** Our public outreach identified “range anxiety” as a prime concern for PEV owners in the South Bay. Providing highly visible, highly efficient, quick charging electric vehicle stations will increase the support of these vehicles and drivers, thus underscoring that electric vehicles are a reliable transportation choice;
- **Actively encourage and create incentives for energy efficiency.** As above, providing highly visible, highly efficient charging options for PEV drivers in the South Bay will encourage residents to choose green vehicles as opposed to typical gasoline models.

Accessibility and Shelter from Inclement Weather

Torrance has a mild climate with an average high temperature of 71° and an average low temperature of 54° annually. Rainfall is scarce, averaging about 14 inches per year.² The City sees no substantial weather-related issues that would require the construction of weather shelters. The six DC Fast Charge stations will be installed at locations providing comfortable access and safe ingress and egress (see detailed photos and location maps at the end of this application). The City will make these stations highly visible by installing way-finding signs in strategic locations.

The City of Torrance is the owner of the sites and all proposed charging facilities. The City will obtain a vendor through a Request for Proposal (RFP) process to install, operate, and maintain the charging facilities for a specified duration.

GOALS and OBJECTIVES

The City of Torrance has three main objectives for the project and they include:

1. To work toward a “One Mile, One Charger” goal for electric vehicle infrastructure.

In 2008, a Strategic Plan committee was formed by community members from all sectors of Torrance. The volunteers reached a consensus that "stewardship of the environment" should be a priority, and "using alternative fuels" should be among our goals to accomplish that priority. The City Council's 2010 Strategic Action Plan included various environmental initiatives, including key performance indicators

² <http://www.usclimatedata.com/climate/torrance/california/united-states/usca1153>

(KPIs) related to the City promoting, facilitating, and attracting alternative fueling resources to and within Torrance. Through the plug-(p)in exercise mentioned previously, Torrance residents were able to identify locations that were deemed most desirable for electric vehicle charging stations. This exercise involved feedback from the community, which revealed that the largest fear by survey participants was “range anxiety.” City staff consulted with local auto-makers Honda, Toyota and General Motors, along with South Bay Environmental Services Center with plans to add electric vehicle infrastructure. We decided that electric vehicle charging stations must be highly visible and available, thus a “lily pad” like concept emerged and we began working toward our goal of never being more than one mile away from an available EV charging station in the City. The City of Torrance has an area of approximately 20 square miles,³ and 14 current, publicly available EV charging stations. Installing six DC Fast Charge stations at strategic locations throughout the City will considerably advance our One Mile, One Charger goal.

Measurement of Success: We will create a map of the City of Torrance divided into a grid sectioned by square miles. Prior to the project start, and during the data and analysis period, the City will shade in areas of the grid that have electric vehicle charging stations. Our objective is to have 90% of the grid “covered” with EV infrastructure by the close-out of this project.

2. To meet the growing demand of alternative fuel infrastructure. The population of Torrance is growing, with an increase of 5.67% since 2000.⁴ As mentioned, thousands of workers commute to Torrance each weekday, nearly doubling the actual population, when they travel to work at American Honda Motor Company, Toyota Motor Sales, Robinson Helicopter, Providence Little Company of Mary Medical Center, and Torrance Memorial Regional Hospital, to name a few. When assessing the electric vehicle infrastructure needs of the City, we worked closely with the auto industry leaders, who were themselves, living in or commuting to Torrance each day. The Honda partnership and the relationship the City enjoys with Toyota present excellent opportunities to better comprehend the demands for EV cars and EV infrastructure, while also reducing emissions.

Measurement of Success: We will provide an estimate of the number of vehicles charged before the installations and after the installations. We will also provide usage data for six-month period going forward from installation and document increased usage.

3. To promote stewardship of the environment.

In 2007, the City of Torrance formed a committee comprised of business owners, school officials, homeowners, and students in order to provide the City with strategic direction. The committee conducted statistically valid phone interviews with residents and business owners, conducted 13 focus group interviews, and worked with a professional environmental consultant to “scan” the City. From this committee and extensive community feedback, a new goal was added to our 2008 Strategic Plan entitled, *Stewardship of the Environment*. This goal includes promoting green industries, waste reduction and recycling, air quality, beaches and oceans, environmentally-friendly development, landscape, and water conservation. This application is a direct result of the process.



³ <http://quickfacts.census.gov/qfd/states/06/0680000.html>

⁴ <http://www.bestplaces.net/city/ca/torrance>

The U.S. driving population is expected to grow from approximately 240 million today to over 300 million people by 2035.⁵ Torrance has been installing alternative fuel infrastructure, for some time, to establish energy independence and sustainability. Currently, propane fueling is available at various locations, including the City Yard. The City Yard also has a publicly accessible Bio-Diesel Co-Operative and a Compressed Natural Gas (CNG) station. In May 2011, Shell and Toyota Motor Sales USA, partnered to open the City's first public Hydrogen fueling station. Recently, some gasoline stations have also converted some re-fueling pumps to E-85 flex fuel. Publicly accessible EV-infrastructure; however, is considerably limited and the requested grant funding will enable the construction of additional stations. By installing the six new EV charging stations proposed in this application, the City will significantly expand existing alternative fuel infrastructure, reduce CO₂ emissions and promote environmentally sound practices among residents, employees, and visitors.

Measurement of Success: We aim to displace 4 million internal combustion engine (ICE) vehicle miles within one year of the final DC Fast Charge installations. We will measure the outcome of this objective by using the same methodology listed in the *Increasing Investment in Electric Vehicles and Displacing Conventional Miles* section of this application. We will measure a specific block of charge time (e.g. six months of charge data from all six stations), assume the average extended electric miles for the amount of charge utilized, and assume each electric mile extended is equal to one mile displaced by a conventional ICE vehicle.

⁵ Electrify Your Business: Moving Forward With Electric Vehicles A Bay Area Business Guide from the Bay Area Council and Business Council on Climate Change

ELIGIBILITY FOR DESTINATION CHARGING

Table 1: Eligibility for Destination Charging	
Eligibility Requirement	City of Torrance Compliance
Applicant MUST be a public or non-profit agency for any projects within this category.	The City of Torrance is a public agency.
Charging must be provided at Level 2, direct current fast charging (including at least the CHAdeMO standard and the ability to add the potential SAE J1772 “Combo” standard), or any combination of these.	The City of Torrance will install six DC Fast Charge electric vehicle charging stations at six different sites. Using MSRC funding (award pending), the City will also install eight Level II stations at the six proposed sites (five sites will receive one Level II charger and one site will receive three Level II chargers).
The charging site must be available for public use.	All charging sites will be available for public use.
The proposal must document outreach to the local Plug-in Electric Vehicle Coordination Council(s), and provide a summary of discussions on EVSE siting relevant to the Region’s EVSE siting plans and priorities for charging infrastructure, unless a proposed charging site falls outside of the counties covered by the Councils.	The City of Torrance reached out to Mr. Marco Anderson from the Southern California Association of Governments. Attached please find documentation of that outreach.
The charging site must be easily and safely accessible, with adequate lighting and in a location that allows safe ingress and egress.	The locations for this project were decided upon through public outreach, as noted in previous sections. Each site is located in an area with public infrastructure amenities, including street lamps, park and building lighting, and easy access to and from parking spots.
The Application must include a maintenance plan for continued reliable operation and unforeseen breakdowns of the electric vehicle supply equipment.	The forthcoming maintenance plan will be a part of the Request for Proposals (RFP) and will be included in the selected vendor’s successful Proposal to the City of Torrance.
If payment is required, the electric vehicle supply equipment must be able to, at a minimum, accept credit cards as a method of payment for electricity.	All stations will be equipped with credit card readers.
The equipment must not require a subscription fee or membership in any network as a condition of use.	The equipment will not require a subscription fee or membership in any network as a condition of use.
The electric vehicle supply equipment must use an open standard protocol as a basic framework for purposes of network interoperability. Any proprietary protocol may additionally be superimposed on the system, provided the site owner is able to revert to the open protocol.	All DC Fast Charging stations will use an open standard protocol.
The Applicant must include a plan to optimize the use of the charging site to allow more than one electric vehicle to use the charging equipment beyond a reasonable period of time.	The City of Torrance plans to implement a “continuous charge” protocol, which dictates that when a vehicle is plugged in to an EV charger, the charge will continue to flow and incur cost until unplugged. Along with signs posting a time limit for use, we feel this will help keep customers moving and allow optimal use of each station.

PROJECT TEAM

The project will be administered by a qualified team of city staff and approved contractors. Team members, their qualifications, and responsibilities during project implementation are as follows:

Jonathan Landis, Proposed Project Manager. Mr. Landis will coordinate the 14 PEV station installations (six DC Fast Charge stations from this application and eight additional Level II electric vehicle charging stations that will be funded with MSRC/Subvention funds), including hiring and evaluating the chosen vendor. Mr. Landis will oversee all aspects of the project, including pricing structure, outreach and education, and a vendor to oversee maintenance and upkeep of the proposed stations. Mr. Landis has over 30 years of experience in project management, construction and facilities maintenance and has worked with the City of Torrance as the Facility Services Manager for 14 years. While with the City of Torrance, Mr. Landis has managed the City's Facility Capital Improvement Program, managed and completed Energy Efficiency and Conservation Block Grants and Federal Transportation Administration grant funded projects, and overseen architect and engineer design contracts to include selection, fee negotiation and design activities. Mr. Landis has also been a key player in the City's energy program development, initiating and completing contracts for increased energy efficiency. Mr. Landis has a Bachelor's of Science degree in Engineering from the Michigan Technological University and a Master's degree in Financial Management from the Naval Postgraduate School. He is also a Professional Engineer (PE), a Certified Energy Manager (CEM), a member of the Association of Facilities Engineers (AFE), Registered Financial Consultant (RFC) and Registered Tax Return Preparer (RTRP).

Danny Santana, Proposed Grant Supervisor. Mr. Santana will be responsible for overseeing the day-to-day project implementation, ensuring that the project is completed on schedule and on budget, holding weekly meetings with all team members and contractors, and ensuring compliance with all federal, state, and grant funding rules and regulations. He will be responsible for filing all fiscal reports, overseeing requests for reimbursements, completing interim and final reports, serving as the financial liaison and primary point of contact between the City of Torrance and the CEC, ensuring grant compliance, and records retention. Mr. Santana is a Senior Planning Associate with the City of Torrance and has 13 years of experience in the public sector. He has executed key projects in Torrance including, Accela Permit Software conversion for the Planning functions, updating of the Torrance Strategic Plan, and supervising the Environmental Review and Planning entitlement coordination process for Land Use Development proposals. Mr. Santana has a Bachelor of Arts degree in Urban Studies and Political Science from Loyola Marymount University, a Master's degree in Public Administration from California State University Dominguez Hills, and a Green Building and Environmental Design Certificate from California State University Fullerton. He is an adjunct professor in Environmental Planning and Policy at Loyola Marymount and has been a continuous guest speaker regarding planning and environmental practices for Torrance Unified High Schools since 2007.

Christina Lang, Proposed Contract Administrator. Ms. Lang will facilitate the entire RFP process required to recruit contractor(s) for the installation of the PEV charging stations. Ms. Lang will report to Mr. Santana and will draft the Request for Proposal (RFP), conduct pre-bid hearings, review and rank proposals, and obtain City Council approval. She will also coordinate legal work with the City attorney, as necessary. Ms. Lang is a Planning Assistant with the City of Torrance. She has worked for the City since May, 2010, first as a part time intern and then as a Planning Assistant since August, 2012. Ms. Lang has prepared three RFPs during her time with the City and has been a part of the review, selection and contract negotiation process for two of them, including a Mixed Use Workforce Housing Project in the City's former Downtown Redevelopment Project Area. She has also worked on projects and prepared staff reports for approval by the former Redevelopment Agency of the City of Torrance as well as the

Successor Agency and Oversight Board to the Redevelopment Agency of the City of Torrance during her time with the City. She holds a Bachelor's of Arts degree in Environmental Studies from the University of California at Santa Cruz, a Master's of Planning degree from the University of Southern California with a concentration in Sustainable Land Use Planning, and a Graduate Certificate in Sustainable Cities from the University of Southern California.

Denise Aoki, Proposed Reimbursement Coordinator. Ms. Aoki will process all project invoices under Mr. Santana's supervision, including processing contractors' invoices for reimbursement. Ms. Aoki is the Senior Administrative Assistant for the Community Development Department and has 12 years of experience handling the City's grant portfolio and invoice processing.

IMPLEMENTATION OF PROJECT

Proposed Schedule

The schedule for this project is listed in detail in Attachments 2 and 4 of this application – Scope of Work and Schedule of Projects. We have created an optimal schedule to provide flexibility for minimal business disruption during installation. The proposed project will begin in July of 2014, and end in May of 2016.

The City of Torrance owns and operates all proposed charging sites, and will work with all affected business owners, when necessary, during installation.

Working with Regional Agencies and Integrating State Plans

The City of Torrance will work with the Southern California Association of Governments (SCAG) in alignment with priorities set forth in the Regional Transportation Plan 2012-2035 Sustainable Communities Strategy. This application demonstrates key objectives that are in direct alignment with the Regional Transportation Plan in the ***Equipment Location and Type Supports Local Region's Plans for EV Charging*** section. The City of Torrance has documented contact with Mr. Marco Anderson of SCAG, and garnered his support for our expansion of EV infrastructure in the City. Furthermore, the City is working with a regional committee comprised of staff from Hermosa Beach, Manhattan Beach, Carson, and the Southbay Environmental Services Center to compare standards and develop best practices for efficient permitting and inspection based on our collective experiences.

California Governor Edmund G. Brown joined with the California Public Utilities Commission in March of 2012 to announce the construction of a statewide network of charging stations for zero-emission vehicles (ZEVs), including at least 200 public fast-charging stations and another 10,000 plug-in units at 1,000 locations across the state. He also signed an Executive Order laying the foundation for 1.5 million zero-emission vehicles on California's roadways by 2025.⁶ We are helping Governor Brown meet these goals by installing a total of 14 new electric charging stations, six of which will be DC Fast Charge stations, in the City of Torrance.

Ability to Serve Customers

As noted previously, Torrance residents cited "range anxiety" as the highest barrier to buying or owning an electric vehicle. While the number of registered PEV owners is growing, a significant portion of drivers fear being stranded with no ability to charge his/her electric vehicle. To curb "range anxiety" and serve the growing number of customers demanding electric charge stations, the City will install six DC Fast Charge stations along with eight additional MSRC/Subvention grant-funded Level II charging

⁶ <http://gov.ca.gov/news.php?id=1746>

stations throughout the City, for a total of 14 new EV charging stations. This will bring us closer to our goal of “One Mile, One Charger,” and present multiple charging options for EV drivers. Additionally, with full support of the City Council, the City of Torrance will continue to seek grant funding opportunities to expand EV infrastructure in the South Bay.

Potential to Generate Revenues

The City of Torrance will employ fair prices at a flat, per minute rate to generate revenue to cover operation and maintenance costs. Additional revenue may be generated at some point in the future through creative marketing at the sites either through the electronic readers or creative “wraps” on station cabinets. This type of revenue generating marketing must first be approved by the City Council and pilot tested. The goals in this proposal include expanding electric vehicle infrastructure and stewardship of the environment. The City wants to encourage the use of alternative energy and fuel sources, so pricing will be set to reflect this principle.

Local Planning Logistics

We discuss local planning logistics in the *Equipment Location and Type Supports Local Region’s Plans for EV Charging* discussion.

BENEFITS OF PROPOSED PROJECT

Meeting the Needs

This project is part of Torrance’s vision to remain “ahead of the curve” in electric vehicle infrastructure in Southern California. The City has taken significant steps to engage the public in determining the needs for the region. The City currently has 14 publicly accessible EV charging stations comprised of public and private sites, with 32 more on private sites forthcoming.⁷ The South Coast Plug-in Vehicle Readiness Plan (written in 2012) projected the total number of registered PEVs in the South Bay to be 1,494. Through correspondence with the California Energy Commission, we determined that 5,260 light-duty electric vehicles were registered in Los Angeles County in 2013. Because Torrance’s daytime population increases so dramatically due to employment opportunities, we are not able to determine the exact number of PEVs that enter and leave the City each day, but with the two statistics above as our guide, we can estimate that there are more than 1,500 PEVs in the City daily. As the demand grows annually (increasing by at least 50,000 registered PEVs in the next decade⁸), the City will continue to work with business owners and the public to collaborate on expanding infrastructure, and will continue to seek funding opportunities through State and Federal grants such as this and the MSRC Local Government Match Program.

Estimated Usage

The potential usage for the proposed DC Fast Charge stations in Torrance is high. To reference the South Coast Plug-in Vehicle Readiness Plan (Plan), several factors predict usage and potential demand of PEV charging stations, including: **priority for customers, the frequency and level of visitation to EV charging sites, and the proximity to high-volume freeways.** The Plan suggests that customer engagement and priorities that arise through those discussions is the highest predicting factor for future demand. The City has chosen the six locations for this project from direct contact with the public and the needs of the residents of Torrance. Each site is in a strategic location. These locations are adjacent to destinations including City parks and libraries, and popular downtown shopping areas. The Plan notes that these types of locations are considered “routine daily and weekly travel” destinations, increasing the potential for users at each station. The McMaster Park location is located within two and a half blocks

⁷ From D. Santana, City Senior Planning Associate and Project Manager.

⁸ The South Coast Plug-in Electric Vehicle Readiness Plan

from Interstate 405. Also, as noted above, numbers of registered PEVs in the South Bay grow every year.

Increasing Investment in Electric Vehicles and Displacing Conventional Miles

If we assume that one mile driven in a PEV equals one mile driven in a conventional, gasoline-powered vehicle, we can predict that one mile of extended charge at each location will equal the same amount of mileage *decreased* by conventional fuel. Each DC Fast Charger can fill a depleted battery by at least 80% in 30 minutes, and more likely can completely fill a depleted battery. Using conservation estimates, we will assume the DC Fast Charger will provide an 80% charge to a depleted battery in our calculations as follows:

A common PEV, the Nissan Leaf, has an average range of 73 miles.⁹ If a driver plugged in a Nissan Leaf to one of the six proposed DC Fast Chargers, the vehicle's range would be extended, at the very least, by 80% of 73 miles. Eighty percent of 73 miles is approximately 58 miles. Therefore, we estimate that the Nissan Leaf's charge would be extended by 58 miles in 30 minutes, displacing 58 "conventional" miles. We can use the same formula to calculate the projected electric miles charged versus conventional miles displaced at each location, which vary due to hours of operation.

**80% charge of Nissan Leaf = 58 extended electric miles per half hour or
116 extended electric miles per hour (58 x 2 = 116)**

The Katy Geissert Civic Center Library: Hours of operation will be 6:00 a.m. to 10:00 p.m. daily. We assume the station will be utilized 16 hours per day:

116 extended miles per hour x 16 hours per day x seven days per week =
12,992 displaced miles per week

Downtown Torrance: The Downtown location will have 24 hour access seven days a week; however, we assume the station will be utilized 16 hours per day:

116 extended miles per hour x 16 hours per day x seven days a week =
12,992 displaced miles per week

McMaster Park, Library and Police Substation: Hours of operation will be 6:00 a.m. to 10:00 p.m. daily.

116 extended miles per hour x 16 hours per day x seven days a week =
12,992 displaced miles per week

Walteria Library and Park: Hours of operation will be 6:00 a.m. to 10:00 p.m. daily.

116 extended miles per hour x 16 hours per day x seven days a week =
12,992 displaced miles per week

Columbia Community Park: Hours of operation will be 6:00 a.m. to 10:00 p.m. daily.

116 extended miles per hour x 16 hours per day x seven days a week = **12,992 displaced miles per week**

Charles Wilson Park: Hours of operation will be 6:00 a.m. to 10:00 p.m. daily.

⁹ www.nissanusa.com

116 extended miles per hour x 16 hours per day x seven days a week =
12,992 displaced miles per week

12,992 miles per week x 6 stations x 52 weeks = 4,053,504

This project will potentially displace 77,952 conventional miles per week in total, or approximately 4,053,504 miles per year. Because of the City's proposed pricing protocol (continuous billing for the entire charge time), we do not estimate that EV motorists will stay connected to the charger longer than necessary. Therefore, we are not making usage assumptions as a percentage of charging time.

Encouraging Prospective Buyers

Torrance is not only a business hub, but is also a thriving regional commercial and retail shopping destination. The City's exposure to large segments of the local and commuter population places Torrance in a unique position to showcase EV infrastructure and mitigate drivers' fear of limited mileage range in electric vehicles. In addition, greater accessibility to charging stations will likely increase the appeal of purchasing an electric vehicle in the region. In September of 2013, Investor's Business Daily claimed, "California has become the nation's leader in green machines -- there are more electric vehicles per capita there than anywhere else in the country." The article references California Governor Jerry Brown's legislative action, which has made it a priority to get 1.5 million electric cars on its roads by 2025. As mentioned earlier in this application, Torrance businesses are primed and ready to expand EV infrastructure, with one shopping center planning to install 20 stations this year. By showcasing fast-charging, easily accessible EV charging stations throughout the City, Torrance residents and visitors will be encouraged to replace their combustion engine vehicles with an electric vehicle.

Reducing Costs of Expanding California's PEV Infrastructure

Online newspaper, *The Hamilton Spectator*, recently published a story entitled, "Lack of Electric Car Ports Creates "Charge Rage" in Silicon Valley".¹⁰ The story provides a synopsis of the current EV charging infrastructure supply and demand problem. While the Governor and Federal funding create incentives and aggressive goals for electric vehicle ownership in California, the infrastructure to support the growing numbers is lagging behind. To meet the Statewide goals, the infrastructure must be in place. The City of Torrance has begun to install the foundation for future EV charging infrastructure, and seeks to meet the demand of buyers before the lack of charging stations discourages more drivers. To put it simply, the infrastructure is going to be a necessity, whether it is accomplished now or in five years. By installing stations now, the City of Torrance can provide a valuable service, and create infrastructure which complements the State's plans. To implement this project in the future, assuming a traditional annual inflation rate, supplies and labor would cost far more than today.

Replicating Results for Similar Projects

Our Project Team has proven experience in project management, budget management, grant administration, strategic planning, and public outreach. The team has a history of collaboration and completing projects together. Through research, collaboration, and direct experience, our Team has worked cooperatively with partners to install numerous commercial, industrial and residential EV charging stations, 14 of which are available to the public. The collection of our experience along with strategic planning informed our plan for the current project, and we will use what we learn through these installations when further expanding public accessibility to EV charging station infrastructure. The

¹⁰ <http://www.thespec.com/news-story/4325366-lack-of-electric-car-ports-creates-charge-rage-in-silicon-valley-parking-lots/>

products compiled from this project, including requests for proposals/bids, training manuals and monthly progress reports, will provide valuable guidelines as we continue to grow our infrastructure.

BUDGET

The budget suggested in this application is based on precise quotes from respected vendors and City staff regarding installation, maintenance, and management of DC Fast Charging stations. The application has outlined a clear need for state funding to provide infrastructure for the growing number of electric vehicles in the South Bay. The City of Torrance plans to continue seeking grant funding from Federal, State, and regional sources as they become available. The City has chosen chargers that will provide swift, efficient charging, which will alleviate anxiety among PEV drivers who fear a charge may take hours to provide sufficient extended mileage. These stations will encourage new growth in the PEV market, justifying the initial costs and investment requested of both the California Energy Commission and the Mobile Source Air Pollution Reduction Committee (MSRC). The MSRC has awarded the City of Torrance \$56,000 for Level II electric vehicle charging station infrastructure. The contract is forthcoming and the installation of the Level II stations will commence concurrently with the DC Fast Charge Stations to improve the economy of scale with respect to mobilization, construction, and testing, etc.

Economic Benefits

The proposed project will have significant economic benefits, including: job creation, revenue for operation and maintenance, and economic benefits to PEV drivers.

Job Creation: In 2011, our nation's federal administration called for putting one million electric vehicles on the roads by 2015. President Obama named this as a key strategy in creating high quality jobs and economic growth.¹¹ A thriving, socially and environmentally responsible City attracts new, creative, forward thinking business growth. Attracting new businesses, corporate collaboration, and encouraging growth of green and high-tech industries are among the goals in the City's Strategic Plan. This also involves the revitalization of Downtown Torrance, which is underway. Torrance has a record of attracting industry leaders to the City, and we feel that expanding alternative fuel and electric vehicle infrastructure indicates our stewardship of the environment, and encourages like-minded businesses to see Torrance as an opportunity for creative collaboration.

¹¹ One Million Vehicles by 2015. Executive Summary by the U.S. Department of Energy.

**Long Term Cost Savings Comparisons of
Internal Combustion Engines vs. Battery Electric Vehicles**

COST OF OPERATION COMPARISON	Internal Combustion (ICE) TYPE: 5 Passenger RANGE: 400 mi. with 16 Gallon tank GASOLINE: \$3.50 Gallon FUEL COST/TANK: \$56.00	Battery Electric Vehicle (BEV) TYPE: Nissan LEAF Approx; 1kWh = 4 mi. of driving distance RANGE: 96 mi. with 24kWh battery ELECTRICITY: \$0.056 / kWh (off-peak PG&E summer rate with "E9B" Plan) eFUEL COST: \$5.60 / 400 mi.	Based on Usage Pattern Below TERM: 6 Yrs. USAGE: 18,000 mi. / Year TOTAL Mi.: 108,000
FUEL	Gasoline (ICE)	Electric (BEV)	FUEL COST SAVINGS
Cost (Per Mile)	\$0.140 Average 25 MPG with Regular Gasoline Cost per mile is: \$56/400 = \$0.14	\$0.014 Electricity cost of 5.6 cents per kWh 1kWh=4 Mi. of driving distance	10X less
LIFETIME COSTS (6 yrs./108,000 mi.)	\$15,120	\$1,512	\$13,608 savings in 6 Yrs.
ON-GOING MAINTENANCE	Gasoline (ICE)	Electric (BEV)	MAINTENANCE SAVINGS
Est. Routine service and engine wear Lifetime Costs (6 Yrs./108,000mi.)	~\$6,000	~\$2,000	\$4,000 savings in 6 Yrs.
OWNERSHIP	Gasoline (ICE)	Electric (BEV)	OWNERSHIP SAVINGS
Est. Insurance (6 Yrs./108,000mi.)	~\$6,000	~\$5,000	\$1,000 savings in 6 Yrs.
Est. DMV Smog (6 Yrs./108,000)	~\$400 "ballpark" est	~\$0	\$400 savings in 6 Yrs.
TOTALS	~\$27,520	~\$8,512	~\$19,008/6 Yrs.

Source of Table: "Electrify Your Business", a report of the Business Council on Climate Change (BC3) and the Bay Area Council

Revenue: Additionally, the City of Torrance will implement a pricing plan that will balance competitively priced charging for the relatively short time frame DC Fast Charging employs. Customers will look for the convenience of location, an efficient, powerful charge, and fair prices. The City intends to set pricing that will primarily cover operation and maintenance costs for a selected vendor through an RFP process, thus fair pricing will ensure the City and taxpayers need not supplement the costs of these stations.

Driver Benefits: The City also takes into account the economic benefits to Torrance residents and visitors who make the choice to invest in a clean vehicle. Specifically for the driver, EVs provide long-term

savings, as demonstrated by the comparison of an internal combustion engine (ICE) and a battery electric vehicle (BEV) over a six year time span. While some consumers are dismayed by the up-front purchase cost of electric vehicles, the State of California and Federal government offer rebates and tax incentive programs for these buyers.

Greenhouse Gas Reductions per Dollar

To quantify GHG emissions reduced, we used the following method:

The average passenger vehicle (ICE) emits about 423 grams of CO₂ per mile,¹² whereas a plug-in electric vehicle emits zero grams of CO₂ per mile. Our earlier calculations from the ***Displaced Conventional Miles*** section show that this project will result in approximately 4,053,504 displaced conventional miles per year. If we multiply that number by 423 grams of CO₂, we estimate that 1,714,632,192 grams of CO₂ will be eliminated from California’s environment annually. When we divide that amount by the dollars invested by CEC, \$405,940, the GHG emissions per dollar is **4,223.86** grams of CO₂.

Our calculations are as follows:

$$1,714,632,192 \text{ grams of CO}_2 / \$405,940 \text{ (CEC cost)} = 4,223.86 \text{ grams of CO}_2 \text{ reduced per dollar}$$

One dollar reduces 4,223.86 grams of CO₂, \$405,940 reduces 1,714,632,192 grams CO₂.

INNOVATION AND STABILITY OF PROPOSED PROJECT

The requested funding will install six publicly-available DC Fast Charge stations, which are on the cutting edge of PEV technology. The DC Fast Charger is a significant improvement over the Level II charger in terms of user experience. Charging time using this new technology (30 minutes or less) is more comparable to the time to fill a car with gasoline (10 minutes) than the more prolific Level II chargers (3-4 hours). The City selected this new technology to encourage widespread use of EV transportation. The increased cost of these stations will be offset by increased public confidence in the City’s PEV infrastructure and the resulting increased numbers of residents willing to adopt EV transportation.

Greenhouse Gas Emission Reductions and Air Quality Impacts

According to the Bay Area Air Quality Management District, the transportation sector accounts for roughly 50 percent of criteria pollutants, including carbon monoxide, carbon dioxide, sulfur dioxide, nitrogen oxides, ozone, and other hydrocarbons released into the atmosphere. Passenger vehicles account for over 25 percent of emissions in the Bay Area.¹³ Again, from *Taking Charge*:

California’s electricity grid is very clean. Charging and using a PEV in the state significantly reduces greenhouse gas emissions associated with transportation. A battery-electric vehicle reduces greenhouse gas emissions by 75% compared to a conventional gasoline vehicle, and by 55% compared to a hybrid vehicle. A plug-in

¹² <http://www.epa.gov/otaq/climate/documents/420f11041.pdf> Greenhouse Gas Emissions from a Typical Passenger Vehicle

¹³ “Source Inventory of Bay Area Green House Gas Emissions,” Bay Area Air Quality Management District, February 2010, p19.

hybrid electric vehicle with 20 miles all-electric range reduces greenhouse gas emissions by 60% compared to a conventional vehicle, and by 30% compared to a hybrid vehicle.

By expanding electric vehicle charging infrastructure, the City of Torrance is making owning and maintaining a clean vehicle a possibility for drivers in the South Bay, thus moving toward the nation's goal of one million electric vehicles on the roads by 2015, and eliminating greenhouse gas emissions that would come from conventional ICE vehicles otherwise bought by new PEV owners.

Benefits to Communities with Poor Air Quality

California is known for innovation and green policies, but is also known for some of the most dangerous air pollution in the United States. Air pollution levels exceed the health-based air quality standards in southern California more than 100 days a year. Air pollution endangers public health and shortens life expectancy in California.¹⁴

The City of Torrance is located in the Southwest Coastal Area of the South Coast Air Quality Management District, which has some of the worst air quality in the state. Air pollutants routinely exceed the state and federal levels for ozone and particulate matter less than 10 microns in diameter (PM10). Emissions from gasoline-fueled cars are the largest contributor to poor air quality in Los Angeles County. The proposed charging stations are part of a multi-faceted plan to decrease ozone and PM10 levels. Offering highly-visible, highly-efficient, user-friendly, and affordable charging options will increase the public's confidence in the City's PEV infrastructure and encourage more of our residents to adopt EV vehicles. As the use of alternative transportation increases, the air quality will be positively impacted as fewer residents rely on gasoline-fueled transportation. The City stands at a critical threshold for widespread acceptance and embrace of EV transportation. The proposed project will propel the City through the threshold and toward sustainable long-term impacts on air quality.

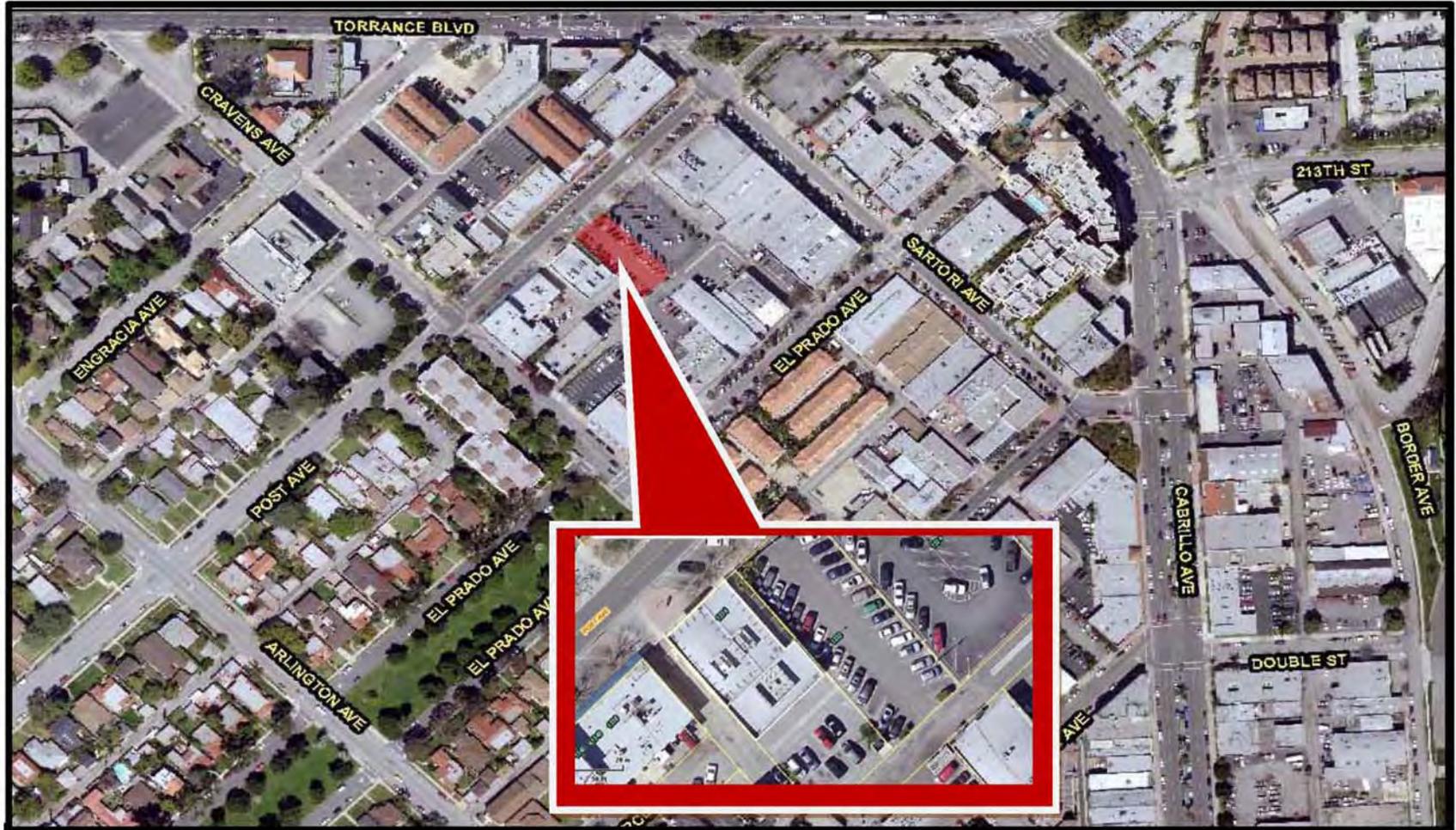
Internal combustion engines play a large role in many sources of air pollution, causing the dangerous air quality in the Los Angeles County area, of which Torrance is a part. ICE's contribute nitrogen oxide, carbon monoxide, carbon dioxide, sulfur oxides, and hydrocarbons. The replacement of ICEs with PEVs will immediately cause a reduction in these types of emissions in the immediate vicinity by residents and regionally by commuters traveling into Torrance. As Southern California's energy providers make more progress in the switch to cleaner renewable energy sources, the electric vehicles on the road will contribute to emission reductions even further.

¹⁴ Taking Charge: Establishing California Leadership in the Plug-in Electric Vehicle Marketplace



Charles Wilson Park
2200 Crenshaw Boulevard, Torrance, CA 90501





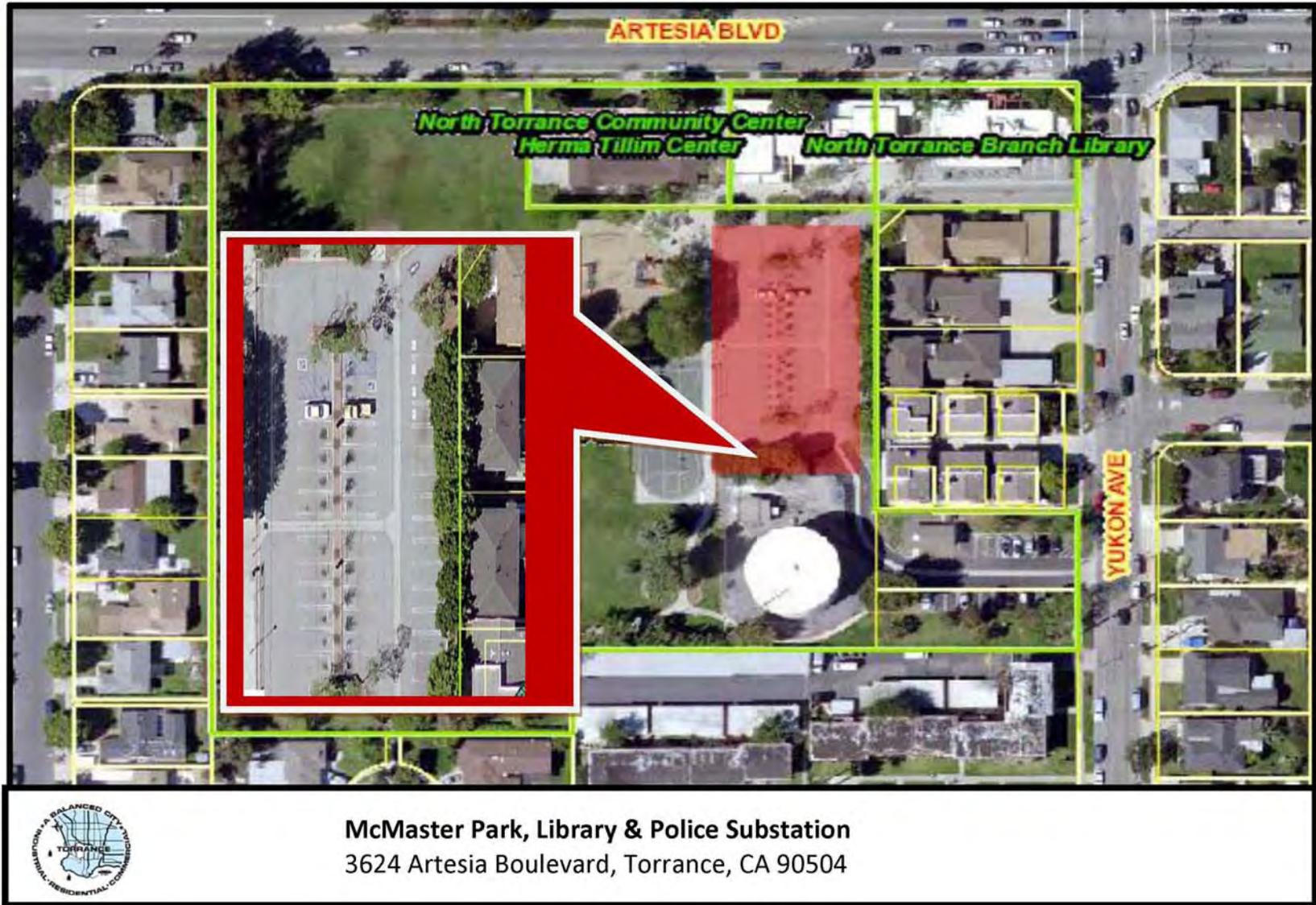
Downtown Torrance

City parking lot at Post Avenue, between Cravens Avenue and Sartori Avenue

TORRANCE: ONE MILE, ONE CHARGER







**Attachment 2
Exhibit A
SCOPE OF WORK**

TECHNICAL TASK LIST

Task #	Task Name
1	Administration
2	Technical Tasks
3	Data Collection and Analysis

KEY NAME LIST

Task #	Key Personnel	Key Subcontractor(s)	Key Partner(s)
1	Danny Santana	N/A	N/A
2	Jonathan Landis	To Be Determined	N/A
3	Danny Santana	N/A	N/A

GLOSSARY

Specific terms and acronyms used throughout this scope of work are defined as follows:

Term/ Acronym	Definition
ARFVTP	Alternative and Renewable Vehicle and Technology Program
CAM Commission	Agreement Manager
CPR	Critical Project Review
FTD	Fuels and Transportation Division
Recipient	The City of Torrance

Problem Statement:

Lack of publicly accessible electric vehicle (EV) charging infrastructure to support electric vehicle ownership in Torrance, California is the problem this project seeks to address. According to a respondent survey conducted by the City, it was reported that potential EV drivers have “range anxiety.” They fear they will be stranded without a charging station when they need it most. Secondly, while the electric vehicle charging market is growing, there is a gap between property owners and the marketplace. Widespread electric vehicle charging station installation does not register as a priority for the majority of property owners. The cost of installation and maintenance also presents a barrier to widespread EV charging station installation. Installation of highly visible electric vehicle charging stations is a necessity at the current time to curb “range anxiety” for drivers and showcase electric vehicle charging infrastructure as a benefit for property owners.

Goals of the Agreement:

The goal of this Agreement is to expand publicly accessible electric vehicle charging infrastructure in the City of Torrance, California.

Objectives of the Agreement:

The objectives of this Agreement are:

- To work toward a “One Mile, One Charger” goal for electric vehicle infrastructure. This objective will be measured by a shading in a map of Torrance divided by square miles in a grid. The City will shade areas in square miles that have electric vehicle charging infrastructure and will show that 90% of Torrance is within one mile of an electric vehicle charger at the close of this project;
- To meet the growing demand for alternative fuel infrastructure in the City of Torrance, California. The City will measure usage of the six DC Fast Charger stations for each six-month period after installation to document increased usage;
- To promote stewardship of the environment. The City will measure this objective by calculating the number of miles of internal combustible engine vehicles displaced in a six-month period following the installation of the six DC Fast Charge stations; and
- To double the amount of existing publicly accessible infrastructure.

TASK 1 ADMINISTRATION

Task 1.1 Attend Kick-off Meeting

The goal of this task is to establish the lines of communication and procedures for implementing this Agreement. The CAM shall designate the date and location of this meeting and provide an agenda to the Recipient prior to the meeting.

The Recipient shall:

- Attend a “Kick-Off” meeting with the Commission Agreement Manager, the Grants Officer, and a representative of the Accounting Office. The Recipient shall bring its Project Manager, Agreement Administrator, Accounting Officer, and others designated by the Commission Agreement Manager to this meeting.
- Discuss the following administrative and technical aspects of this Agreement:
 - Agreement Terms and Conditions
 - Critical Project Review (Task 1.2)
 - Match fund documentation (Task 1.6) No reimbursable work may be done until this documentation is in place.
 - Permit documentation (Task 1.7)
 - Subcontracts needed to carry out project (Task 1.8)
 - The CAM’s expectations for accomplishing tasks described in the Scope of Work
 - An updated Schedule of Products and Due Dates
 - Monthly Progress Reports (Task 1.4)
 - Technical Products (Product Guidelines located in Section 5 of the Terms and Conditions)

- Final Report (Task 1.5)

Recipient Products:

- Updated Schedule of Products
- Updated List of Match Funds
- Updated List of Permits

Commission Agreement Manager Product:

- Kick-Off Meeting Agenda

Task 1.2 Critical Project Review (CPR) Meetings

CPRs provide the opportunity for frank discussions between the Energy Commission and the Recipient. The goal of this task is to determine if the project should continue to receive Energy Commission funding to complete this Agreement and to identify any needed modifications to the tasks, products, schedule or budget.

The Commission Agreement Manager may schedule CPR meetings as necessary, and meeting costs will be borne by the Recipient.

Meeting participants include the CAM and the Recipient and may include the Commission Grants Officer, the Fuels and Transportation Division (FTD) biofuel lead, other Energy Commission staff and Management as well as other individuals selected by the CAM to provide support to the Energy Commission.

The CAM shall:

- Determine the location, date, and time of each CPR meeting with the Recipient. These meetings generally take place at the Energy Commission, but they may take place at another location.
- Send the Recipient the agenda and a list of expected participants in advance of each CPR. If applicable, the agenda shall include a discussion on both match funding and permits.
- Conduct and make a record of each CPR meeting. Prepare a schedule for providing the written determination described below.
- Determine whether to continue the project, and if continuing, whether or not modifications are needed to the tasks, schedule, products, and/or budget for the remainder of the Agreement. Modifications to the Agreement may require a formal amendment (please see section 8 of the Terms and Conditions). If the CAM concludes that satisfactory progress is not being made, this conclusion will be referred to the Lead Commissioner for Transportation for his or her concurrence.
- Provide the Recipient with a written determination in accordance with the schedule. The written response may include a requirement for the Recipient to revise one or more product(s) that were included in the CPR.

The Recipient shall:

- Prepare a CPR Report for each CPR that discusses the progress of the Agreement toward achieving its goals and objectives. This report shall include recommendations and conclusions regarding continued work of the projects. This report shall be submitted along with any other products identified in this scope of work. The Recipient shall submit these documents to the CAM and any other designated reviewers at least 15 working days in advance of each CPR meeting.
- Present the required information at each CPR meeting and participate in a discussion about the Agreement.

CAM Products:

- Agenda and a list of expected participants
- Schedule for written determination
- Written determination

Recipient Product:

- CPR Report(s)

Task 1.3 Final Meeting

The goal of this task is to closeout this Agreement.

The Recipient shall:

- Meet with Energy Commission staff to present the findings, conclusions, and recommendations. The final meeting must be completed during the closeout of this Agreement.

This meeting will be attended by, at a minimum, the Recipient, the Commission Grants Office Officer, and the Commission Agreement Manager. The technical and administrative aspects of Agreement closeout will be discussed at the meeting, which may be two separate meetings at the discretion of the Commission Agreement Manager.

The technical portion of the meeting shall present an assessment of the degree to which project and task goals and objectives were achieved, findings, conclusions, recommended next steps (if any) for the Agreement, and recommendations for improvements. The Commission Agreement Manager will determine the appropriate meeting participants.

The administrative portion of the meeting shall be a discussion with the Commission Agreement Manager and the Grants Officer about the following Agreement closeout items:

- What to do with any equipment purchased with Energy Commission funds (Options)
- Energy Commission's request for specific "generated" data (not already provided in Agreement products)
- Need to document Recipient's disclosure of "subject inventions" developed under the Agreement

- “Surviving” Agreement provisions
- Final invoicing and release of retention
- Prepare a schedule for completing the closeout activities for this Agreement.

Products:

- Written documentation of meeting agreements
- Schedule for completing closeout activities

Task 1.4 Monthly Progress Reports

The goal of this task is to periodically verify that satisfactory and continued progress is made towards achieving the objectives of this Agreement on time and within budget.

The objectives of this task are to summarize activities performed during the reporting period, to identify activities planned for the next reporting period, to identify issues that may affect performance and expenditures, and to form the basis for determining whether invoices are consistent with work performed.

The Recipient shall:

- Prepare a Monthly Progress Report which summarizes all Agreement activities conducted by the Recipient for the reporting period, including an assessment of the ability to complete the Agreement within the current budget and any anticipated cost overruns. Each progress report is due to the Commission Agreement Manager within 10 days of the end of the reporting period. The recommended specifications for each progress report are contained in Section 6 of the Terms and Conditions of this Agreement.
- In the first Monthly Progress Report and first invoice, document and verify match expenditures and provide a synopsis of project progress, if match funds have been expended or if work funded with match share has occurred after the notice of proposed award but before execution of the grant agreement. If no match funds have been expended or if no work funded with match share has occurred before execution, then state this in the report. All pre-execution match expenditures must conform to the requirements in the Terms and Conditions of this Agreement.

Product:

- Monthly Progress Reports

Task 1.5 Final Report

The goal of the Final Report is to assess the project’s success in achieving the Agreement’s goals and objectives, advancing science and technology, and providing energy-related and other benefits to California.

The objectives of the Final Report are to clearly and completely describe the project’s purpose, approach, activities performed, results, and advancements in science and technology; to present a public assessment of the success of the project as measured by the degree to which goals and objectives were achieved; to make insightful observations based on results obtained; to draw conclusions; and to make recommendations for further projects and improvements to the FTD project management processes.

The Final Report shall be a public document. If the Recipient has obtained confidential status from the Energy Commission and will be preparing a confidential version of the Final Report as well, the Recipient shall perform the following activities for both the public and confidential versions of the Final Report.

The Recipient shall:

- Prepare an Outline of the Final Report, if requested by the CAM.
- Prepare a Final Report following the latest version of the Final Report guidelines which will be provided by the CAM. The CAM shall provide written comments on the Draft Final Report within fifteen (15) working days of receipt. The Final Report must be completed at least 60 days before the end of the Agreement Term.
- Submit one bound copy of the Final Report with the final invoice.

Products:

- Outline of the Final Report, if requested
- Draft Final Report
- Final Report

Task 1.6 Identify and Obtain Matching Funds

The goal of this task is to ensure that the match funds planned for this Agreement are obtained for and applied to this Agreement during the term of this Agreement.

The costs to obtain and document match fund commitments are not reimbursable through this Agreement. Although the Energy Commission budget for this task will be zero dollars, the Recipient may utilize match funds for this task. Match funds shall be spent concurrently or in advance of Energy Commission funds for each task during the term of this Agreement. Match funds must be identified in writing and the associated commitments obtained before the Recipient can incur any costs for which the Recipient will request reimbursement.

The Recipient shall:

- Prepare a letter documenting the match funding committed to this Agreement and submit it to the Commission Agreement Manager at least 2 working days prior to the kick-off meeting. If no match funds were part of the proposal that led to the Energy Commission awarding this Agreement and none have been identified at the time this Agreement starts, then state such in the letter. If match funds were a part of the proposal that led to the Energy Commission awarding this Agreement, then provide in the letter a list of the match funds that identifies the:
 - Amount of each cash match fund, its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied.

- Amount of each in-kind contribution, a description, documented market or book value, and its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied. If the in-kind contribution is equipment or other tangible or real property, the Recipient shall identify its owner and provide a contact name, address and telephone number, and the address where the property is located.
- Provide a copy of the letter of commitment from an authorized representative of each source of cash match funding or in-kind contributions that these funds or contributions have been secured. For match funds provided by a grant a copy of the executed grant shall be submitted in place of a letter of commitment.
- Discuss match funds and the implications to the Agreement if they are reduced or not obtained as committed, at the kick-off meeting. If applicable, match funds will be included as a line item in the progress reports and will be a topic at CPR meetings.
- Provide the appropriate information to the Commission Agreement Manager if during the course of the Agreement additional match funds are received.
- Notify the Commission Agreement Manager within 10 days if during the course of the Agreement existing match funds are reduced. Reduction in match funds must be approved through a formal amendment to the Agreement and may trigger an additional CPR meeting.

Products:

- A letter regarding match funds or stating that no match funds are provided
- Copy(ies) of each match fund commitment letter(s) (if applicable)
- Letter(s) for new match funds (if applicable)
- Letter that match funds were reduced (if applicable)

Task 1.7 Identify and Obtain Required Permits

The goal of this task is to obtain all permits required for work completed under this Agreement in advance of the date they are needed to keep the Agreement schedule on track.

Permit costs and the expenses associated with obtaining permits are not reimbursable under this Agreement. Although the Energy Commission budget for this task will be zero dollars, the Recipient shall budget match funds for any expected expenditures associated with obtaining permits. Permits must be identified in writing and obtained before the Recipient can make any expenditure for which a permit is required.

The Recipient shall:

- Prepare a letter documenting the permits required to conduct this Agreement and submit it to the Commission Agreement Manager at least 2 working days prior to the kick-off meeting. If there are no permits required at the start of this Agreement, then state such in the letter. If it is known at the beginning of the Agreement that permits will be required during the course of the Agreement, provide in the letter:
 - A list of the permits that identifies the:
 - Type of permit

- Name, address and telephone number of the permitting jurisdictions or lead agencies
 - The schedule the Recipient will follow in applying for and obtaining these permits.
- Discuss the list of permits and the schedule for obtaining them at the kick-off meeting and develop a timetable for submitting the updated list, schedule and the copies of the permits. The implications to the Agreement if the permits are not obtained in a timely fashion or are denied will also be discussed. If applicable, permits will be included as a line item in the Progress Reports and will be a topic at CPR meetings.
- If during the course of the Agreement additional permits become necessary, provide the appropriate information on each permit and an updated schedule to the Commission Agreement Manager.
- As permits are obtained, send a copy of each approved permit to the Commission Agreement Manager.
- If during the course of the Agreement permits are not obtained on time or are denied, notify the Commission Agreement Manager within 5 working days. Either of these events may trigger an additional CPR.

Products:

- Letter documenting the permits or stating that no permits are required
- A copy of each approved permit (if applicable)
- Updated list of permits as they change during the term of the Agreement (if applicable)
- Updated schedule for acquiring permits as changes occur during the term of the Agreement (if applicable)
- A copy of each final approved permit (if applicable)

Task 1.8 Obtain and Execute Subcontracts

The goal of this task is to ensure quality products and to procure subcontractors required to carry out the tasks under this Agreement consistent with the Agreement Terms and Conditions and the Recipient's own procurement policies and procedures. It will also provide the Energy Commission an opportunity to review the subcontracts to ensure that the tasks are consistent with this Agreement, and that the budgeted expenditures are reasonable and consistent with applicable cost principles.

The Recipient shall:

- Manage and coordinate subcontractor activities.
- Submit a draft of each subcontract required to conduct the work under this Agreement to the Commission Agreement Manager for review.
- Submit a final copy of the executed subcontract.
- If Recipient decides to add new subcontractors, then the Recipient shall notify the CAM.

Products:

- Draft subcontracts
- Final subcontracts

TECHNICAL TASKS

TASK 2 INSTALL ELECTRIC VEHICLE CHARGING STATIONS

The goal of this task is to have fully-functioning, accessible, and safe electric vehicle charging stations in six locations in the City of Torrance, California.

Task 2.1: Vendor Selection

The goal of this sub-task is to select a vendor, in accordance with the City of Torrance's procurement policies, that is qualified and can complete the work in accordance with the CEC, regional, and local rules and regulations, and within the required work performance period.

The Recipient shall:

- **Task 2.1 Meet with Purchasing Department to determine method of vendor procurement for minor site design and installation.** City will adhere to adopted procurement policies, which will be a formal RFP selection process.
- **Task 2.1.2 Select vendor and negotiate contract with vendor based on procurement method.** Contract to include the following requirements:
 - Charging stations must be at a minimum a direct current, fast charging;
 - The vendor shall be governed by all applicable codes as currently adopted by the City, as well as by state and federal governments, and by all applicable industry standards, which may apply to the operation and maintenance of the stations;
 - Charging stations must include credit card readers if payment is required; and
 - Charging stations must include an open standard protocol.

Products:

- Meeting notes with purchasing department
- Request for Proposal document
- List of vendors submitting proposals, costs, and qualifications
- Contract with successful vendor

Timeframe:

- July 2014 – September 2014 (3 months total)

Task 2.2: Minor Site Design and Permits

The goal of this task is to develop simple design plans required at each of the six proposed locations to accommodate the stations. The goal of this task is also to ensure all permits, if required, have been obtained.

The Recipient Shall:

Work with Vendor and on-site property managers or owners to develop simple design plan for the charging stations. Design work is deemed to be minor because the location for each station site is a "built environment" with existing electrical grid infrastructure. This design work is only necessary to bring all parties together on-site and agree to the actual work and document the results of that on-site meeting via simple design plans. Design plan will also include electrical and signage work, as necessary.

Product:

- Simple design plan.
- Agreed upon signage including location and content. (Signs will comply with Federal, State, and local regulations.)
- Approved permits, if required.

Timeframe:

- October 2014 – December 2014 (three months total)

Task 2.3: Installation of DC Fast Charging Stations

The goal of this task is to safely and cooperatively install the charging station.

The Recipient shall:

Work with the vendor and on-site property managers/owners to minimize disruptions to normal customer and employee traffic, and install the following equipment at each of the six sites:

- Install 4" schedule 40 conduit approximately 50' to new meter cabinet
- Install 200 amp 500V meter cabinet complete with concrete base
- Install 2" schedule 40 conduit approximately 25' to new charging station
- Install 480V charging station complete with concrete base
- Install 50' of 4-C 4/0AL from source to feed meter cabinet and terminate
- Install 25' of 3-C #2CU from meter cabinet to feed charging station and terminate
- Install credit card reader
- Install signs
- Trenching and slurry back fill removal as necessary
- Install bollards
- Install signage

Products:

- Photographs of equipment installed.

Timeframe:

- January 2015 – March 2016 (fourteen months total)

Task 2.4: Test Plan Vendor will be responsible for testing all equipment and ensuring it is operational and meets all permitting requirements and code compliance. Vendor will also be

responsible for training personnel (city to determine number of employees to be trained) and supplying all training materials.

The Recipient Shall:

- Prepare the Test Plan. This plan shall include, but is not limited to testing and ensuring each DC Fast Charge station is operational and meets all permitting requirements and code compliance.
- Conduct research in accordance with the Test Plan.
- Prepare the Test Results Report. This report shall include, but is not limited to, proof that each DC Fast Charge station is operational and meets all permitting requirements and code compliance.
- Prepare Training Manuals for employees and train City employees on proper use of equipment and O&M.

Products:

- Test Results Report
- Training manuals
- Attendance list of all employees taking the training class

Timeframe:

- April 2016 – May 2016 (two months total)

Task 3 DATA COLLECTION AND ANALYSIS

The goal of this task is to collect operational data from the project, to analyze that data for economic and environmental impacts, and to include the data and analysis in the Final Report.

The Recipient shall:

- Develop data collection test plan.
- Troubleshoot any issues identified.
- Collect 6 months of throughput, usage, and operations data from the project including, but not limited to:
 - Maximum capacity of the new charging stations
 - Gallons of gasoline displaced (with associated mileage information)
 - Expected air emissions reduction, for example:
 - Non-methane hydrocarbons
 - Oxides of nitrogen
 - Non-methane hydrocarbons plus oxides of nitrogen
 - Particulate Matter
 - Formaldehyde
 - Specific jobs and economic development resulting from this project
- Provide data on potential job creation, economic development, and increased state revenue as a result of expected future expansion.

- Provide a quantified estimate of the project's carbon intensity values for life-cycle greenhouse gas emissions.
- Compare any project performance and expectations provided in the proposal to Energy Commission with actual project performance and accomplishments.
- Collect data, information, and analysis described above and include in the Final Report.

Products:

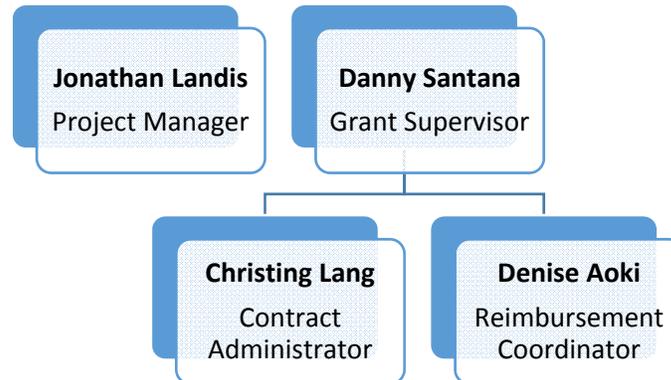
- Data collection information and analysis will be included in the Final Report

Schedule of Products and Due Dates

Task Number	Task Name	Product(s)	Due Date	
1.1	Attend Kick-off Meeting			
		<u>Updated Schedule of Products</u>	2 days before kick-off meeting	
		<u>Updated List of Match Funds</u>	2 days before kick-off meeting	
		<u>Updated List of Permits</u>	2 days before kick-off meeting	
		<u>Kick-Off Meeting Agenda (CEC)</u>	CEC to provide agenda	
1.2	Critical Project Review Meetings			
		<u>1st CPR Meeting</u>	CPR Report	CEC to provide date
		<u>Written determination (CEC)</u>		CEC to provide date
1.3	Final Meeting	<u>Written documentation of meeting agreements</u>	8/1/2016	
		<u>Schedule for completing closeout activities</u>	8/15/2016	
1.4	Monthly Progress Reports			
		<u>Monthly Progress Reports</u>	The 10th calendar day of each month during the approved term of this Agreement	
1.5	Final Report	<u>Final Outline of the Final Report</u>	8/1/2016	
		<u>Draft Final Report (no less than 60 days before the end term of the agreement)</u>	10/1/2016	
		<u>Final Report</u>	11/1/2016	
1.6	Identify and Obtain Match Funds			
		<u>A letter regarding match funds or stating that no match funds are provided</u>	9/1/2014	
		<u>Copy(ies) of each match fund commitment letter(s) (if applicable)</u>	9/1/2014	
		<u>Letter(s) for new match funds (if applicable)</u>	Within 10 days of identifying new match funds	
		<u>Letter that match funds were reduced (if applicable)</u>	Within 10 days of identifying reduced funds	

1.7	Identify and Obtain Required Permits	
	Letter documenting the permits or stating that no permits are required	12/1/2014
	A copy of each approved permit (if applicable)	Within 10 days of receiving each permit
	Updated list of permits as they change during the term of the Agreement (if applicable)	Within 10 days of change in list of permits
	Updated schedule for acquiring permits as changes occur during the term of the Agreement (if applicable)	Within 10 days of change in schedule for obtaining permits
	A copy of each approved final permit (if applicable)	Within 10 days of receiving each final permit
1.8	Obtain and Execute Subcontracts	
	Letter describing the subcontracts needed, or stating that no subcontracts are required	12/1/2014
	Draft subcontracts	15 days prior to the scheduled execution date
	Final subcontracts	Within 10 days of execution
2	INSTALL ELECTRIC VEHICLE CHARGING STATIONS	
2.1	Vendor Selection	
	Meeting notes with purchasing department	7/15/2014
	Request for Proposal document, if required	7/30/2014
	List of Vendors submitting proposals, costs, qualifications, if required	9/15/2014
2.2	Minor Site Design and Permits	
	Simple Design Plan	12/30/2014
	Agreed upon signage including location and content	12/30/2014
	Approved permits, if required	12/30/2014
2.3	Installation of DC Fast Charging Stations	
	Photographs of installed equipment	3/30/2016
2.4	Test Plan	
	Test Results and Report	5/1/2016
	Training Manuals	4/30/2016
	Attendance List of all Employees Trained	5/30/2016
3	DATA COLLECTION AND ANALYSIS	
	Data Collection Information and Analysis in Final Report	11/1/2016

PROJECT TEAM



PROJECT MANAGER

Jonathan Landis

Phone: (310) 781-7162 Email: JLandis@TorranceCA.gov

Mr. Landis is the Facility Services Manager for the City of Torrance, and will coordinate the 14 PEV station installations (six DC Fast Charge stations from this application and eight additional Level II electric vehicle charging stations that will be funded with MSRC/Subvention funds), including hiring and evaluating the chosen vendor. Mr. Landis will oversee all aspects of the project, including pricing structure, outreach and education, and a vendor to oversee maintenance and upkeep of the proposed stations. Mr. Landis has over 30 years of experience in project management, construction and facilities maintenance and has worked with the City of Torrance as the Facility Services Manager for 14 years. While with the City of Torrance, Mr. Landis has managed the City’s Facility Capital Improvement Program, managed and completed Energy Efficiency and Conservation Block Grants and Federal Transportation Administration grant funded projects, and overseen architect and engineer design contracts to include selection, fee negotiation and design activities. Mr. Landis has also been a key player in the City’s energy program development, initiating and completing contracts for increased energy efficiency. Mr. Landis has a Bachelor’s of Science degree in Engineering from the Michigan Technological University and a Master’s degree in Financial Management from the Naval Postgraduate School. He is also a Professional Engineer (PE), a Certified Energy Manager (CEM), a member of the Association of Facilities Engineers (AFE), Registered Financial Consultant (RFC) and Registered Tax Return Preparer (RTRP).

GRANT SUPERVISOR

Danny Santana

Phone: (310) 618-5871 Email: DSantana@TorranceCA.gov

Mr. Santana is the Senior Planning Associate for the Community Development Department of the City of Torrance. Mr. Santana will be responsible for overseeing the day-to-day project implementation, ensuring that the project is completed on schedule and on budget, holding weekly meetings with all team members and contractors, and ensuring compliance with all federal, state, and grant funding rules and regulations. He will be responsible for filing all fiscal reports, overseeing requests for reimbursements, completing interim and final reports, serving as the financial liaison and primary point of contact between the City of Torrance and the CEC, ensuring grant compliance, and records retention. Mr. Santana has 13 years of experience in the public sector. He has executed key projects in Torrance including, Accela

TORRANCE: ONE MILE, ONE CHARGER

Permit Software conversion for the Planning functions, updating of the Torrance Strategic Plan, and supervising the Environmental Review and Planning entitlement coordination process for Land Use Development proposals. Mr. Santana has a Bachelor of Arts degree in Urban Studies and Political Science from Loyola Marymount University, a Master's degree in Public Administration from California State University Dominguez Hills, and a Green Building and Environmental Design Certificate from California State University Fullerton. He is an adjunct professor in Environmental Planning and Policy at Loyola Marymount and has been a continuous guest speaker regarding planning and environmental practices for Torrance Unified High Schools since 2007.

CONTRACT ADMINISTRATOR

Christina Lang

Phone: (310) 618-5835 Email: NLang@TorranceCA.gov

Ms. Lang is the Planning Assistant for the Community Development Department of the City of Torrance, and will facilitate the entire RFP process required to recruit contractor(s) for the installation of the PEV charging stations. Ms. Lang will report to Mr. Santana and will draft the Request for Proposal (RFP), conduct pre-bid hearings, review and rank proposals, and obtain City Council approval. She will also coordinate legal work with the City attorney, as necessary. Ms. Lang has worked for the City since May, 2010, first as a part time intern and then as a Planning Assistant since August, 2012. Ms. Lang has prepared three RFPs during her time with the City and has been a part of the review, selection and contract negotiation process for two of them, including a Mixed Use Workforce Housing Project in the City's former Downtown Redevelopment Project Area. She has also worked on projects and prepared staff reports for approval by the former Redevelopment Agency of the City of Torrance as well as the Successor Agency and Oversight Board to the Redevelopment Agency of the City of Torrance during her time with the City. She holds a Bachelor's of Arts degree in Environmental Studies from the University of California at Santa Cruz, a Master's of Planning degree from the University of Southern California with a concentration in Sustainable Land Use Planning, and a Graduate Certificate in Sustainable Cities from the University of Southern California.

REIMBURSEMENT COORDINATOR

Denise Aoki

Phone: (310) 618-5873 Email: DAoki@TorranceCA.gov

Ms. Aoki is the Senior Administrative Assistant for the Community Development Department of the City of Torrance, and will process all project invoices under Mr. Santana's supervision, including processing contractors' invoices for reimbursement. Ms. Aoki has 12 years of experience handling the City's grant portfolio and invoice processing.

Please see resumes with job descriptions on the following pages.

Jonathan Landis
Facility Services Manager
General Services Department
City of Torrance, CA 90503
310-781-7162
Email: jlandis@TorranceCA.gov

Project Management, Construction and Facilities Maintenance Experience:

Facility Services Manager, City of Torrance, Torrance, CA

- Manage the City's Facility Capital Improvement Program (CIP). Completed over 200 projects individually valued between \$25,000 and \$3.5 million. Cumulative project value exceeded \$22 million. Prepare and submit Division budgets for construction and maintenance activities.
- Completed \$1.5 million Energy Efficiency and Conservation Block Grant (EECBG).
- Completed multiple Federal Transportation Administration (FTA) grant funded projects for building renovation and fueling projects.
- Manage Architect and Engineer design contracts to include selection, fee negotiation and design activities.
- Key player in City energy program development, initiating and completing contracts for increased energy efficiency.
- Develop and present reports and agenda items to City Council and City Manager staff.
- Plan, assign, coordinate and manage through three supervisors, the work of 45 employees responsible for the maintenance and repair of City facilities, structures and equipment.
- Successfully worked through Civil Service disciplinary proceedings to include terminations and suspensions for poor performance.
- Reviewed and selected a Computerized Maintenance Management System for the City Facility Maintenance.

Assistant Director Facilities Management, Occidental College, Los Angeles, CA

- Organized a newly created Division for Planning, Design and Construction for the completion of major renovation efforts at Occidental College.
- Led the Physical Plant Operations Division in the maintenance and repair of over 1 million square feet of academic, administrative and residence hall space.
- Coordinated startup and operation of the campus centralized chiller/ice storage plant.
- Increased employee morale, improved productivity, customer service, and service call response time through team building and empowerment.
- Saved limited fiscal resources by significantly reducing reliance on contractor maintenance support.
- Successfully worked through union grievance and arbitration proceedings.
- Coordinated employee training to grow experienced staff from existing personnel.

Officer in Charge, Naval Station Treasure Island, San Francisco, CA

- Planned, budgeted, and organized a bottom-up effort to establish Base Operations functions for Naval Station Treasure island including repair, maintenance and service contracting, facilities management, security, police, fire, and safety.
- Coordinated with the City of San Francisco Mayor's Office actions for redevelopment, interim use, and property management issues leading to the transfer of the Naval Station to City ownership.
- Provided regular briefings to local and national government agencies regarding re-use activities.

Public Works Director, Marine Corps Base Hawaii, Kaneohe, HI

- Acted as the lead Marine Corps representative in planning and execution of a \$270 million construction program for relocating aviation assets to Kaneohe, Hawaii.
- Reorganized engineers, planners and support staff existing personnel to handle a resulting 5-fold increase in engineering workload.
- Provided regular briefings to federal government agencies regarding project status.
- Managed all aspects of Architect and Engineer design contracts including selection, fee negotiation, value engineering, and management of design activities.
- Responsible for long and short range planning, fiscal programming and execution of construction and repair work for all Marine Corps Bases in Hawaii. Managed construction and repair contracts for upkeep of over 600 facilities at 4 separate locations supporting 15,000 military and civilian personnel.
- Coordinated planning, programming and construction management functions for execution of a \$10 million annual construction and repair budget.
- Provided guidance on contracting and facilities matters to the Commanding General and his staff.
- Led planning and negotiations for implementation of the first Marine Corps Energy Savings Performance contract. First contract increment savings exceeded \$70,000.

Public Works Director, Naval Security Group Activity, Skaggs Island

- Managed construction, repair and maintenance activities for over 100 facilities and their associated infrastructure for the 3500 acre island.
- Developed Base environmental compliance and remediation programs. Supervised construction management functions for environmental clean-up contracts. Received laudatory comments from the U.S. EPA for "best hazardous material management program".
- Coordinated planning and programming for construction, repair and fiscal programs with Naval Security Group headquarters.
- Reorganized department personnel to maximize efficiency, removed non-contributing personnel.
- Planned, trained and implemented Base emergency response for power, water and seismic events.

History:	2000-present	Facility Services Manager, City of Torrance, Torrance, CA
	1998-2000,	Assistant Director of Facilities Management, Occidental College, Los Angeles, CA
	1997-1998,	Officer in Charge, Naval Station Treasure Island, San Francisco, CA
	1994-1996,	Public Works Director, Marine Corps Base Hawaii, Kaneohe, HI
	1992-1993,	Graduate Student, Naval Postgraduate School, Monterey, CA
	1990-1992,	Public Works Director, NSGA Skaggs Island, Sonoma, CA
	1988-1990,	Construction Detail Officer in Charge, Naval Mobile Construction Battalion 40, Port Hueneme, CA; Guam; Naples, Italy
	1985-1988,	Construction Project Manager, Naval Submarine Base, Groton, CT
	1983-1985,	Facility Engineer, Naval Air Facility, Atsugi, Japan

Education and Certifications:

MS, Financial Management, Naval Postgraduate School
BS, Engineering, Michigan Technological University
Professional Engineer (PE), Connecticut
Certified Energy Manager (CEM)
Member, Association of Facilities Engineers (AFE)
Registered Financial Consultant (RFC)
Registered Tax Return Preparer (RTRP)

Danny E. Santana

Education

- Loyola Marymount University** Bachelor of Arts in Political Science &
Los Angeles, CA 90045 (Aug. 1997-May 2001) Urban Studies (3.6 GPA Cum Laude)
- California State University Dominguez Hills** Master of Arts in Public Administration
Carson, CA 90747 (Aug. 2003-May 2006) (3.9 GPA)
- California State University Fullerton** Certificate in Green Building &
Fullerton, CA 92831 (Aug. 2007- April 2009) Environmental Design (4.0 GPA)
- *Also fluent in Spanish and use Microsoft Office programs on a daily basis.

Work History

- City of Torrance Community Development Department** Torrance, CA 90503
Senior Planning Associate (Planning and Environmental Division) (Oct. 2006- Present)
- Supervision of the Public Counter day-to-day operations and activities.
 - Provide direction to Associate and Assistant Planners on interpretation of the Torrance Municipal Code Sections, pre-submittal and formal review processes.
 - Department lead on matters of Green Building and assist in preparation of environmental policy actions.
 - Supervision of Planning Commission public hearing preparations and City Council reports and presentations.
 - All responsibilities performed as Planning Associate.

- City of Torrance Community Development Department** Torrance, CA 90503
Planning Associate (Development Review Division) (Oct. 2004- Oct. 2006)
- Increasingly supervised while providing interpretation and direction to Assistant Planners and Interns on matters related to the Torrance Municipal Code and pre-submittal review process.
 - Coordinated several Planning Intern recruitment efforts.
 - Conducted Plot Plan Meetings.
 - Member of the Torrance Economic Development Team specializing in Land-Use, Environmental and Entitlement Review Processes, as well as consulting in marketing and business outreach programs.
 - All responsibilities performed as Planning Assistant.

- City of Torrance Planning Department** Torrance, CA 90503
Planning Assistant (Development Review Division) (May 2001- Oct. 2004)
- Conduct studies and write staff reports for Administrative, Planning Commission and City Council cases with recommendations based on compliance with CEQA, Zoning Ordinances, and General Plan Policies.
 - Assisted city residents and developers with questions regarding City Planning policies, zoning regulations, development standards, submittal and review processes.
 - Organized plot plan meetings for pre-submittal consultations for substantial developments.
 - Standardized Fence Height Exception Review into a single check list approval/denial form.

Awards

- LMU Dean's List (Fall '98, Spring '99, Fall '99, Spring '00, Fall '00 & Spring '01)
- NCAA Division I Varsity Letter Winner in X-Country & National Scholar Athlete ('98, '99 & '00)
- 2001 Eugene Escaillier Foreign Studies Research Grant (investigated Basque Nationalist Movement in Spain)
- 2001 Stanley Chan Award for Outstanding Political Science Graduate
- 2002 Sigma Lambda Beta International Fraternity, Inc., National Alumni of the Year
- Five City of Torrance Spot Awards for creation of Intern Recruitment program & Exceptional Public Service

City Activities

2011 All-America City National Finalist Presenter, 2011 Honda EV-Fit demonstration project City liaison, 2008 Strategic Plan Coordinator, City "Green Action" Team, 2008 Torrance Chamber of Commerce Leadership Program Graduate, Torrance Fiscal and Engineers Association Board member, Guest Lecturer LMU (Urban Planning), CSUDH (Public Policy) & Fern Elementary (3rd Grade), Participated in St. Marks Elementary (Downey), Hollenbeck Middle School (Los Angeles) & Narbonne High (Los Angeles) Career Days, Red Cross Blood Drive/United Way Campaigns, Heal the Bay Beach Clean-Up & Employee Cancer Walk Team member.

Christina E. Lang

OBJECTIVE

To work on planning issues in a local Municipal government.

EXPERIENCE

City of Torrance Community Development Department, Torrance, CA

Planning Assistant

August 2012 – Present

Planning Intern

May 2010 – August 2012

- Drafted Requests-for-Proposals (RFPs) for the City's former Redevelopment Agency. Reviewed and analyzed development proposals submitted during RFP process.
- Performed site analysis and compiled concept cost-estimates for future project sites in Downtown Torrance.
- Revised the City's Downtown Restaurant Guide to be circulated to the public.
- Prepared staff reports for City Council, Redevelopment Agency, Successor Agency and Oversight Board.
- Researched and compiled data on other cities' programs for ideas for planning and Redevelopment issues.
- Answered a variety of planning inquiries from individuals at the Planning Counter and over the phone.

Connective Issue, Inc., Westchester, CA

Project Manager/Watershed Consultant

July 2011 – August 2012

- Facilitated community outreach for the Integrated Regional Watershed Management program (IRWM).
- Collaborated in the facilitation of strategic planning meetings to utilize LAUSD campuses for native landscapes and outdoor learning.
- Performed field studies and site analysis for a Sustainable Watershed Demonstration Project in Orange County.

Baykeeper, Santa Monica, CA

Intern

May 2009 – August 2009

- Attended Stakeholder meetings and provided comments for the South Coast Marine Protected Areas process.
- Drafted letters of response and public comments for use by supervisor.
- Performed research on scientific topics for use in fieldwork and data entry, office and field tasks.

Clinton Global Initiative (CGI), New York City, NY

Conference 2006-2008

Member Services Assistant Volunteer

2006

- Assisted in the operation of the annual CGI conference.
- Manned membership desk at conference and assisted members.

Deputy Access Control Volunteer

2007-2008

- Successfully controlled VIP access in a calm, respectful and firm manner.
- Acted as primary 'go-to person', accessible via wireless communication.
- Collaborated closely with U.S. Secret Service Agents to control access into the "Green Room."

St. Matthew's Day Camp, Pacific Palisades, CA

Senior Counselor

Summer 2001-2007, 2009

- Developed, managed and supervised activities for 15+ children.
- Interacted with parents and administrative staff to ensure smooth operation of daily activities.

Christina E. Lang

EDUCATION

University of Southern California, Los Angeles, California June 2011
School of Policy, Planning and Development,
Master of Planning; *Concentration in Sustainable Land Use*
GPA 3.81

University of California at Santa Cruz, Santa Cruz, California 2004-2008
Bachelors of Arts, Environmental Studies

HONORS AND CERTIFICATIONS

Dean's Merit Scholarship, University of Southern California 2010, 2011
Sustainable Cities Certificate, University of Southern California Spring 2011

COMPUTER SKILLS

Proficient in Microsoft Office (Excel, PowerPoint and Word)
Basic knowledge: Illustrator, Photoshop, GIS

Denise Y. Aoki

OBJECTIVE Challenging career opportunity offering growth and high earning potential based on achievement.

EXPERIENCE

01/02 – Present **CITY OF TORRANCE, Community Development Department** Torrance, CA

Senior Administrative Assistant 11/02/11 - Present

Secretary 10/26/08 – 11/02/11

Typist Clerk II 01/28/02 – 10/26/08

Supervising clerical staff, provide direct support to the CDD Director, Division Managers in a variety of administrative tasks, provide support coverage for other divisions, and assist the Analyst in preparing correspondence and memos from brief oral instructions and managing schedules. Maintaining departmental files, materials and information of a confidential nature, manage and maintain training and certification database. Assist with proof reading staff reports for City Council items, main timekeeper of bi-weekly department timecards, provide telephone coverage which requires understanding of City policies and procedures. New World entry for purchase orders, contracts, and processing of invoice payments. Order and stock office supplies, cross train and train other clerical personnel, maintain department website with Red Dot web software, make travel/hotel/meeting arrangements. Prepare and maintain development cases, prepare Planning Commission / Traffic Commission / Redevelopment Agency / Public Housing Agency and Environmental Agendas, proofread staff reports, take meeting minutes, maintain records retention, distribute mail daily, process and balance monthly Housing checks through Happy Software. I create brochures and update department forms, process personnel requisitions and personnel action forms for terminations, transfers, promotions, leaves, temporary appointments, custodian of the department credit card and petty cash including reconciling receipts, liaison for the department volunteers, monitor account expenses, and volunteer to take on new tasks to learn additional skills.

CERTIFICATES AND TRAINING

Microsoft Excel and PowerPoint - March 2002

SEMS (Standard Emergency Management Systems) - March 2007

Torrance University (CORE) (City of Torrance) - October 2009

So You Want to be a Supervisor? Training Workshop - March 2011

Torrance University (GEAR UP Supervisory Program) (City of Torrance) – March 2012 to August 2012

NPDES Training – June 2013

COMPUTER SKILLS

Microsoft Office Suite (Access, Excel, Internet Explorer, Outlook, PowerPoint, Publisher, Visio, Word), Red Dot web designer, PeopleSoft and New World, Kronos timekeeping software, and 10-Key Calculator



**ASSOCIATION of
GOVERNMENTS**

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Policy Committee Chairs

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Human Development

Margaret Finlay, Duarte

Energy & Environment

James Johnson, Long Beach

Transportation

Keith Millhouse, Ventura County

Transportation Commission

January 30, 2014

Ms. Tatyana Yakshina
Commission Agreement Officer
California Energy Commission
1516 Ninth Street, MS - 23
Sacramento, CA 95814

RE: Electric Vehicle Charging Infrastructure PON 13-606 – City of Torrance

Dear Ms. Yakshina:

On behalf of the Southern California Association of Governments (SCAG), I am pleased to provide this letter of support for the City of Torrance's application in response to the California Energy Commission's PON 13-606. The 2012-2035 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) adopted by the Regional Council contained policies that encourage adoption of alternative fuels vehicles in the region, and support installation of plug-in electric vehicle (PEV) charging infrastructure.

The City of Torrance participated actively in the CEC-funded South Bay Cities Council of Governments (SBCCOG) PEV Deployment Plan released in June of 2013. The proposal from Torrance supports the goals of increasing the adoption of PEVs, and proposes a project that would substantially increase access of PEV fast charging stations in a key area of the SCAG region. SCAG commends the level of commitment that the City Council has shown in support PEV initiatives, and supports their advances in adopting new technologies. City staff have reached out to SCAG staff and incorporated the findings and recommendations from the Regional PEV Readiness Plan into their proposal.

SCAG has successfully worked with City of Torrance, and looks forward to supporting them in this program. Should you have any questions or wish to discuss this further, please contact Jacob Lieb, Manager of Sustainability, at (213) 236-1921 or lieb@scag.ca.gov.

Sincerely,

Hasan Ikhata
Executive Director

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**Exhibit B
Att B-1 Task Summary**

Attachment 5

Summary Task Budget		Prime Recipient Reimbursable Costs	Major Subcontractor #1 Reimbursable Costs	Major Subcontractor #2 Reimbursable Costs	Major Subcontractor #3 Reimbursable Costs	Commission Reimbursable Totals	Match Funding Totals	Grand Totals
		City of Torrance	Selected After Grant Award	Company Name	Company Name			
1.0	Administration	5,000				\$ 5,000.00	\$ 20,128.00	\$ 25,128.00
2.0	Technical Tasks		400940			\$ 400,940.00	\$ 85,000.00	\$ 485,940.00
3.0	Data Collection and Analysis					\$ -	\$ 4,000.00	\$ 4,000.00
Grand Totals		\$ 5,000.00	\$ 400,940.00	\$ -	\$ -	\$ 405,940.00	\$ 109,128.00	\$ 515,068.00

PLEASE SEE THE INSTRUCTIONS SHEET FOR DETAILED INFORMATION ON COMPLETING THIS FORM.

If the budget forms are not filled out completely your bid/proposal may be rejected.

For these boxes, be sure to include all costs: labor (unloaded rates) and non-labor costs (fringe, overhead, general & administrative, and other direct operating costs). The totals are total costs to perform each task.

**Exhibit B
Att B-2 Category Summary**

Attachment 5

Summary Category Budget	Prime Recipient Reimbursable Costs	Major Subcontractor #1 Reimbursable Costs	Major Subcontractor #2 Reimbursable Costs	Major Subcontractor #3 Reimbursable Costs	Energy Commission Reimbursable Totals	Match Funding Totals	Grand Totals
	City of Torrance	Selected After Grant Award	Company Name	Company Name			
Direct Labor		\$ 40,800.00			\$ 40,800.00	\$ 18,850.00	\$ 59,650.00
Fringe Benefits		\$ 24,480.00			\$ 24,480.00	\$ 5,278.00	\$ 29,758.00
Travel	\$ 5,000.00				\$ 5,000.00		\$ 5,000.00
Equipment		\$ 305,000.00			\$ 305,000.00	\$ 85,000.00	\$ 390,000.00
Materials/ Misc.		\$ 2,100.00			\$ 2,100.00		\$ 2,100.00
Minor Subcontractors*					\$ -		\$ -
Total Direct	\$ 5,000.00	\$ 372,380.00	\$ -	\$ -	\$ 377,380.00	\$ 109,128.00	\$ 486,508.00
Indirect Overhead		\$ 18,360.00			\$ 18,360.00		\$ 18,360.00
General & Administrative		\$ 10,200.00			\$ 10,200.00		\$ 10,200.00
Total Indirect	\$ -	\$ 28,560.00	\$ -	\$ -	\$ 28,560.00	\$ -	\$ 28,560.00
Grand Total	\$ 5,000.00	\$ 400,940.00	\$ -	\$ -	\$ 405,940.00	\$ 109,128.00	\$ 515,068.00

PLEASE SEE THE INSTRUCTIONS SHEET FOR DETAILED INFORMATION ON COMPLETING THIS FORM.

If the budget forms are not filled out completely your bid/proposal may be rejected.

Direct Labor = unloaded rates X number of hours (Att B-3)

(*1) A "Minor Subcontractor" is any subcontractor receiving less than \$100,000 or 25% (whichever is less) of the Energy Commission funds.

**Exhibit B
B-4 Prime Non-Labor Rates**

City of Torrance				Percentage Rate		
Time intervals from the start of the project through the Contract Term End Date. (Use your organization's Fiscal Year start / end dates.)				Fringe Benefits (FB)	Indirect Overhead (IOH)	General & Administrative (GA)
From:	7/1/14	To:	6/30/15	28.0000%	0.0000%	0.0000%
From:	7/1/15	To:	6/30/16	28.0000%	0.0000%	0.0000%
From:	7/1/16	To:	12/30/16	28.0000%	0.0000%	0.0000%
From:		To:		%	%	%
From:		To:		%	%	%

Note: Use the categories that you typically use in your standard business practice.

Non-Labor Rate Category	List the budget expense items to which the indirect costs or fees are applied. Use the following abbreviations: DL = Direct Labor, FB = Fringe Benefits, M = Materials/ Miscellaneous, EQ = Equipment, T = Travel, S = Subcontracts, IOH = Indirect Overhead, GA = General & Administrative
Fringe Benefits	DL
Indirect Overhead	
General & Administrative	

List items you include in each category (e.g., vacation, retirement plan, telephone, secretarial, rent/lease, insurance, etc.).		
Fringe Benefits	Indirect Overhead	General & Administrative
Health/Dental/Vision Insurance		
Social Security		
Medicare		
PERS		
PERS on PERS		
PERS City Cost		
PARS		
Long Term Disability		
Short Term Disability		
Life Insurance		
Unemployment		
Deferred City Match		

*** Actual billable rates cannot exceed the rates specified in this exhibit.**
PLEASE SEE THE INSTRUCTIONS SHEET FOR DETAILED INFORMATION ON COMPLETING THIS FORM.
 If the budget forms are not filled out completely your bid/proposal may be rejected.

**Exhibit B
Att B-4a Sub#1 Non-Labor Rates**

Selected After Grant Award (TBD)

Time intervals from the start of the project through the Contract Term End Date. (Use your organization's Fiscal Year start / end dates.)				Percentage Rate		
				Fringe Benefits (FB)	Indirect Overhead (IOH)	General & Administrative (GA)
From:	7/1/14	To:	6/30/15	60.0000%	45.0000%	25.0000%
From:	7/1/15	To:	6/30/16	60.0000%	45.0000%	25.0000%
From:	7/1/16	To:	12/30/16	60.0000%	45.0000%	25.0000%
From:		To:		%	%	%
From:		To:		%	%	%

Note: Use the categories that you typically use in your standard business practice.

Non-Labor Rate Category	List the budget expense items to which the indirect costs or fees are applied. Use the following abbreviations: DL = Direct Labor, FB = Fringe Benefits, M = Materials/ Miscellaneous, EQ = Equipment, T = Travel, S = Subcontracts, IOH = Indirect Overhead, GA = General & Administrative
Fringe Benefits	DL
Indirect Overhead	DL
General & Administrative	DL

List items you include in each category (e.g., vacation, retirement plan, telephone, secretarial, rent/lease, insurance, etc.).

Fringe Benefits	Indirect Overhead	General & Administrative
Health and Welfare	Rent	Administrative Support
Pension	Insurance	Accounting/Bookkeeping
Vacation/Holiday	Phone	Legal Support
Training	Utilities	
Other	Automotive	
Employer Taxes		
401K		
401K Match		
Sick Leave		
Dues		

*** Actual billable rates cannot exceed the rates specified in this exhibit.**
PLEASE SEE THE INSTRUCTIONS SHEET FOR DETAILED INFORMATION ON COMPLETING THIS FORM.
 If the budget forms are not filled out completely your bid/proposal may be rejected.

**Exhibit B
Att B-5 Direct Operating Expens**

Attachment 5

Pre-approved Travel List *							
Task No.	Prime / Sub Name	Trip #	Who	Departure and Destination	Trip Purpose	Amount	
						Commission Funds	Match Funds
1.1	Prime Torrance	1-1	Jonathan Landis, Danny Santana, Christina Lang	Torrance to Sacramento	Kickoff Meeting (assume overnight travel for this trip only)	\$2,000	
1.2	Prime Torrance	1-2	Jonathan Landis, Danny Santana, Christina Lang	Torrance to Sacramento	Critical Project Review Meetings (Assume 2 meetings)	\$2,000	
1.3	Prime Torrance	1-3	Jonathan Landis, Danny Santana, Christina Lang	Torrance to Sacramento	Final Meeting	\$1,000	
Total:						\$5,000	\$0

* Travel is reimbursed at state rates.

Equipment**							
Task No.	Prime / Sub Name	Description	Purpose	# Units	Unit Cost	Amount	
						Commission Funds	Match Funds
2.3	TBD	Install 50 kW DC Fast Charge Stations. Work includes charger cost, installing wiring, transformer and crane rental.	To enable electric vehicle charging	6	\$ 65,000.00	\$ 305,000.00	\$85,000
2.3	TBD	Construct/Install Bollards	To protect electric vehicle charging infrastructure	LS	\$ 12,000.00	\$ 12,000.00	
2.3	TBD	Signage	To provide wayfinding signage to stations and post usage signage	LS	\$ 5,000.00	\$ 5,000.00	
Total:						\$322,000	\$85,000

** See instructions and terms and conditions for equipment definition.

**Exhibit B
Att B-5 Direct Operating Expens**

Attachment 5

Material(s)/ Miscellaneous Costs							
Task No.	Prime / Sub Name	Description	Purpose	# Units	Unit Cost	Amount	
						Commission Funds	Match Funds
2.4	TBD After Award Date	Provide (6) training manuals	To train Torrance staff	6	\$ 100.00	\$ 600.00	
1.7 & 2.2	Prime / Torrance	Cost for various permits	To enable electric vehicle charging	LS	\$ 1,500.00	\$ 1,500.00	
Total:						\$2,100	\$0

Minor Subcontractors				
Task No.	Subcontractor Legal Name	Purpose	Amount	
			Commission Funds	Match Funds
Total:			\$0	\$0

PLEASE SEE THE INSTRUCTIONS SHEET FOR DETAILED INFORMATION ON COMPLETING THIS FORM.
If the budget forms are not filled out completely your bid/proposal may be rejected.

**Exhibit B
Att B-6 Match Funding**

Task Match Funding Budget		Prime Recipient Match Contribution	Major Subcontractor #1 Match Contribution	Major Subcontractor #2 Match Contribution	Major Subcontractor #3 Match Contribution	Match Funding Totals
		City of Torrance	Selected After Grant Award	Company Name	Company Name	
1.0	Administration	\$ 20,128				\$ 20,128
2.0	Technical Tasks	\$ 85,000				\$ 85,000
3.0	Data Collection and Analysis	\$ 4,000				\$ 4,000
	Grand Totals	\$ 109,128	\$ -	\$ -	\$ -	\$ 109,128

PLEASE SEE THE INSTRUCTIONS SHEET FOR DETAILED INFORMATION ON COMPLETING THIS FORM.
 If the budget forms are not filled out completely your bid/proposal may be rejected.

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ATTACHMENT 6

Contacts List

<p>Commission Agreement Manager:</p> <p>Lindsee Tanimoto California Energy Commission 1516 Ninth Street, MS - 23 Sacramento, CA 95814 Phone: (916) 654-4566 Fax: (916) 654-4368 e-mail: <u>Lindsee.Tanimoto@energy.ca.gov</u></p>	<p>Grantee Project Manager:</p> <p>Jonathan Landis Title: Facility Services Manager Address: General Services Department 3031 Torrance Blvd. Torrance, CA 90503 Phone: 310-781-7162 Fax: 310-781-7199 e-mail: JLandis@TorranceCA.gov</p>
<p>Commission Grant's Officer:</p> <p>Tatyana Yakshina California Energy Commission 1516 Ninth Street, MS - 18 Sacramento, CA 95814 Phone: (916) 654-4204 Fax: (916) 654-4076 e-mail: <u>Tatyana.Yakshina@energy.ca.gov</u></p>	<p>Grantee Supervisor:</p> <p>Danny Santana Title: Senior Planning Associate Address: Community Development Dept. 3031 Torrance Blvd. Torrance, CA 90503 Phone: 310-618-5871 Fax: 310-618-5829 e-mail: DSantana@TorranceCA.gov</p>
<p>Commission Accounting Office, Invoices, Progress Reports and Non-Confidential Deliverables to:</p> <p>Kathy Jones California Energy Commission 1516 Ninth Street, MS - 2 Sacramento, CA 95814 Phone: (916) 654-4377 Fax: (916) 653-1435 e-mail: <u>Kathy.Jones@energy.ca.gov</u></p>	<p>Grantee Contract Administrator:</p> <p>Christina Lang Title: Planning Assistant Address: Community Development Dept. 3031 Torrance Blvd. Torrance, CA 90503 Phone: 310-618-5835 Fax: 310-618-5829 e-mail: NLang@TorranceCA.gov</p>
<p>Commission Legal Notice:</p> <p>Rachel L. Grant Kiley Contracts, Grants and Loans Manager 1516 9th Street, MS-18 Sacramento, CA 95814 Phone: (916) 654-4379 Fax: (916) 654-4076 e-mail: <u>Rachel.Grant-Kiley@energy.ca.gov</u></p>	<p>Grantee Reimbursement Coordinator</p> <p>Denise Aoki Senior Administrative Assistant Address: Community Development Dept. 3031 Torrance Blvd. Torrance, CA 90503 Phone: 310-618-5873 Fax: 310-618-5829 e-mail: DAoki@TorranceCA.gov</p>

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ATTACHMENT 7

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) WORKSHEET

The California Environmental Quality Act (CEQA) (Public Resources Code §§ 21000 et seq.) requires public agencies to identify the significant environmental impacts of their actions and to avoid or mitigate them, if feasible.¹ Under CEQA, an activity that may cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment is called a "project." (Public Resources Code § 21065.) Approval of a contract, grant, or loan may be a "project" under CEQA if the activity being funded may cause a direct physical change or a reasonably foreseeable indirect physical change in the environment. Agencies must comply with CEQA before they approve a "project." This can include preparing a Notice of Exemption or conducting an Initial Study and preparing a Negative Declaration, a Mitigated Negative Declaration, or, if there are significant impacts, an Environmental Impact Report.

The Lead Agency is the public agency that has the greatest responsibility for preparing environmental documents under CEQA, and for carrying out, supervising, or approving a project. Where the award recipient is a public agency, the Lead Agency is typically the recipient. Where the award recipient is a private entity, the Lead Agency is the public agency that has greatest responsibility for supervising or approving the project as a whole.² When issuing contracts, grants or loans, the Energy Commission is typically a "Responsible Agency" under CEQA, which means that it must make its own CEQA findings based on review of the Lead Agency's environmental documents. If the Energy Commission is the only public agency with responsibility for approving the project, then the Energy Commission must act as the Lead Agency and prepare its own environmental documents before approving the project.

This worksheet will help the Energy Commission determine what kind of CEQA review, if any, is necessary before it can approve the award, and which agency will be performing that review as a Lead Agency. Please answer all questions as completely as possible. It may also help you to think through the CEQA process necessary for your proposed project. The Energy Commission may request additional information in order to clarify responses provided on this worksheet.

1. What are the physical aspects of the project? (Check all that apply and provide brief description of work, including any size or dimensions of the project).

Type of Project	Yes	No	Project Description
Construction (including grading, paving, etc.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	The project will extend electric transmission lines and install 14 electric vehicle charging stations with concrete pedestals at six (6) site locations.
Trenching	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Trenching from existing utilities to provide underground electrical conduit to each charging station location will be required.
New or replaced pipelines	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

¹ For a brief summary of the CEQA process, please visit <http://ceres.ca.gov/ceqa/summary.html>.

² 14 C.C.R. §§ 15050, 15051. The Lead Agency typically has general governmental powers (such as a city or county), rather than a single or limited purpose (such as an air pollution control district).

Type of Project	Yes	No	Project Description
Modification or conversion of a facility	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
New or modified operation of a facility or equipment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Install 14 EV charging pedestals at six (6) site locations. Each site will consist of one DC Fast Charger with the remaining number of units at each site to be level II charging stations.
On-road demonstration	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Paper study (including analyses on economics, feedstock availability, workforce availability, etc.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Laboratory research	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Temporary or mobile structures (skid-mounted)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Design/Planning	<input checked="" type="checkbox"/>	<input type="checkbox"/>	The City of Torrance will design and plan for the extension of electricity transmission lines to each of the six sites
Other (describe and add pages as necessary)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

2. Where is the project located or where will it be located? (Attach additional sheets as necessary.)

Address	County	Type of Work to Be Completed at Site
Site 1: Charles Wilson Park, 2200 Crenshaw Blvd., Torrance, CA 90501	Los Angeles	Install two (2) electric vehicle charging stations in parking lot of Charles Wilson Park.
Site 2: Columbia Park, 4045 190th St., Torrance, CA 90504	Los Angeles	Install two (2) electric vehicle charging stations in parking lot of Columbia Park.

Address	County	Type of Work to Be Completed at Site
Site 3: City parking lot at 1332 Post Avenue (7355-026-900), Torrance, CA 90501	Los Angeles	Install two (2) electric vehicle charging stations in City owned downtown parking lot.
Site 4: Katy Geissert Library-Civic Center Complex 3301 Torrance Blvd., Torrance, CA 90503	Los Angeles	Install four (4) electric vehicle charging stations in library/civic center parking lot.
Site 5: Walteria Library & Park, 3855 242 nd St., Torrance CA 90505	Los Angeles	Install two (2) electric vehicle charging stations in library/park parking lot.
Site 6: McMaster Park, Library & Police Substation, 3624 Artesia Blvd., Torrance, CA 90504	Los Angeles	Install two (2) electric vehicle charging stations in library/park parking lot.

3. Will the project potentially have environmental impacts that trigger CEQA review? (Check a box and explain for each question.)

Question	Yes	No	Don't Know	Explanation
Is the project site environmentally sensitive?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Is the project site on agricultural land?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Is this project part of a larger project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Is there public controversy about the proposed project or larger project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Question	Yes	No	Don't Know	Explanation
Will historic resources or historic buildings be impacted by the project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Is the project located on a site the Department of Toxic Substances Control and the Secretary of the Environmental Protection have identified as being affected by hazardous wastes or cleanup problems?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Will the project generate noise or odors in excess of permitted levels?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Will the project increase traffic at the site and by what amount?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

4. Will the project require discretionary permits or determinations, as listed below?

Type of Permit	No	Modified	New	Approving Agency	Reason for Permit, Summary of Process, and Anticipated Date of Issuance
Air Quality Permit	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Water Quality Permit	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Conditional Use Permit or Variance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Building Expansion Permit	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Hazardous Waste Permit	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Type of Permit	No	Modified	New	Approving Agency	Reason for Permit, Summary of Process, and Anticipated Date of Issuance
Rezoning	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Authority to Construct	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	City of Torrance	
Other Permits (List types)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Of the agencies listed in #4, have you identified and contacted the public agency who will be the lead CEQA agency on the project?

Yes. Provide the name of and contact information for the lead agency.

City of Torrance, 3031 Torrance Blvd., Torrance, CA 90503

Contact Person: Danny Santana Title: Senior Planning Associate

Telephone Number: 310-618-5871 Fax #: 310-618-5829

E-Mail Address: DSantana@TorranceCA.gov

No. Explain why no contact has been made and/or a proposed process for making contact with the lead agency.

Has the public agency prepared environmental documents (e.g., Notice of Exemption, Initial Study/Negative Declaration/Mitigated Negative Declaration, Environmental Impact Report, Notice of Determination) under CEQA for the proposed project?

Yes.

Please complete the following and attach the CEQA document to this worksheet. (For "Not a project," the title of the document may be an e-mail, resolution, or letter.)

Type of Environmental Review	Title of Environmental Document	State Clearinghouse Number	Completion Date	Planned Completion Date (<u>must be before approval of award</u>)
"Not a project"		N/A		N/A

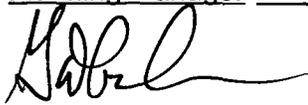
Type of Environmental Review	Title of Environmental Document	State Clearinghouse Number	Completion Date	Planned Completion Date (<u>must be before approval of award</u>)
Exempt (Resolution of public agency or Agenda Item approving Exemption)		N/A		N/A
Exempt (Notice of Exemption)	Notice of Exemption	N/A		February 2014
Initial Study				
Negative Declaration				
Mitigated Negative Declaration				
Notice of Preparation				
Environmental Impact Report				
Master Environmental Impact Report				
Notice of Determination				
NEPA Document (Environmental Assessment, Finding of No Significant Impact, and/or Environmental Impact Statement)				

No. Explain why no document has been prepared. Propose a process for obtaining lead agency approval and estimated date for that approval (must occur before the Energy Commission will approve the award).

Certification: I certify to the best of my knowledge that the information contained in this worksheet is true and complete. I further certify that I am authorized to complete and sign this form on behalf of the proposing organization.

Name: Gregg Lodan

Title: Planning Manager _____

Signature: 

Phone Number: 310-618-5990

E-Mail Address: GLODAN@TorranceCA.gov

Date: January 29, 2014 _____



City of Torrance, Community Development Department
3031 Torrance Blvd., Torrance, CA 90503 (310) 618-5990

Jeffery W. Gibson, Director

Notice of Exemption

TO:

COUNTY CLERK
LOS ANGELES COUNTY
ENVIRONMENTAL FILING DIVISION
12400 E. IMPERIAL HWY, RM 2001
NORWALK, CALIFORNIA 90650

FROM:

CITY OF TORRANCE
3031 TORRANCE BOULEVARD
TORRANCE, CALIFORNIA 90503

PROJECT IDENTIFICATION AND LOCATION

PROJECT TITLE	INSTALLATION OF ELECTRIC VEHICLE CHARGING STATIONS		
PROJECT LOCATION (SPECIFIC)	3301 Torrance Blvd., 2200 Crenshaw Blvd., 4045 190 th St., 1332 Post Ave. (APN 7355-026-900), 3855 242 ND St., and 3624 Artesia Blvd.		
PROJECT LOCATION (CITY)	Torrance	PROJECT LOCATION (COUNTY)	Los Angeles
NAME OF PUBLIC AGENCY APPROVING PROJECT	Torrance		
NAME OF PERSON OR AGENCY CARRYING OUT PROJECT	Danny Santana, Senior Planning Associate		

PROJECT DESCRIPTION

Description of Nature, Purpose, and Beneficiaries of Project: The project consists of the extension of electrical utilities from the location's electric panel source to the electric vehicle charging stations, construction of concrete pads, & installation of fourteen electric vehicle charging stations for public use at the six existing public park parking lots. The locations are: Columbia Park, Wilson Park, McMaster Park, Walteria Park, the Civic Center Complex & the Post Avenue Downtown Torrance public parking lot.

This project is exempt from CEQA under the following authority: (check one)

- Ministerial (Sec. 21080 (b)(1); 15268);
- Categorical Exemptions
- Declared Emergency (Sec. 21080 (b)(3); 15269(a));
- State Class: Class 3 Sections #: 15303(d)
- Emergency Project (Sec. 21080 (b)(4); 15269(b)(c));
- No Possibility of Physical Impact
- Statutory Exemption

State Code Number: _____

REASON WHY PROJECT IS EXEMPT	This project is a Class 3 exemption 15303 (d) because it extends an electrical utility to allow installation of new small equipment to convert existing parking spaces to EV spaces at existing public parking lots. There is no expansion of the primary use at each installation.		
CONTACT PERSON	Danny Santana	TELEPHONE NUMBER	310-618-5990
		EXTENSION	

SIGNATURE

Planning Manager
TITLE
01/29/14
DATE

ORIGINAL FILED

- Signed by Lead Agency
- Signed by Applicant

DATE RECEIVED FOR FILING AT OPR

JAN 30 2014

LOS ANGELES, COUNTY CLERK

Attachment E

MSRC Grant Submittal

Blais & Associates

professional grant management

**Final Grant Application Submitted to
Agency and Agency Verification**



CITY OF TORRANCE

OFFICE OF THE CITY MANAGER

LeRoy J. Jackson
City Manager

October 15, 2013

Ms. Cynthia Ravenstein
MSRC Contracts Administration
South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, CA 91765

Subject: City of Torrance: 2013 Application to the MSRC Local Government Match Program

Dear Ms. Ravenstein:

Please accept this application from the City of Torrance for participation in the MSRC's Clean Transportation Funding Local Government Match Program. The City is committed to encouraging and facilitating the development of alternative fuels and alternative energy sources. The MSRC Local Government Match Program provides an excellent opportunity to further these goals. This application has two components:

- 1) An application for funds to upgrade and retrofit Torrance's Fleet Services Garage Facility to enable indoor repairs and maintenance of our compressed natural gas (CNG)-fueled, heavy-duty vehicles with a total project cost of \$700,000 and requested match of MSRC funds for \$350,000; and
- 2) An application for funds to install 14 public access Level II Electric Vehicle (EV) Charging Stations with a total project cost of \$112,000 and requested match of MSRC funds for \$56,000.

Our first component, the upgrade of Torrance's Fleet Services Garage, is needed to support our expanding fleet of alternative-fueled vehicles. Matching funds from the MSRC will support upgrades that will ensure the maintenance facility is a safer environment for City employees and keep our facility up to code. Our second component will expand the City's public EV Charging infrastructure, which is currently comprised of only two stations that are routinely over-burdened with anxious commuters waiting in line to charge their vehicles. Adding the 14 proposed public EV Charging Stations will reduce wait times at the current locations and disperse drivers to other locations selected as a result of public outreach and feedback.

We respectfully request that the City of Torrance receive the requested funding amounts to upgrade our Fleet Services Garage and install 14 new Electric Vehicle Charging Stations.

Sincerely,


LeRoy J. Jackson
City Manager

/dle

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APPLICATION 1: CNG UPGRADE OF THE FLEET SERVICES GARAGE FACILITY

PART A - APPLICANT INFORMATION

Alternative Fuel Infrastructure Projects

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

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

Applicant Name: City of Torrance

Address: 20500 Madrona Avenue
Torrance, CA 90503

Contact Person: Jasun Botiller Title: Fleet Services Manager

Telephone Number: 310-781-6980 Fax #: 310-781-6981

E-Mail Address: JBotiller@TorranceCA.gov

- B. Please answer the following questions:
- | | YES | NO |
|---|--------------------------|-------------------------------------|
| 1. Are you submitting a Joint Application with other Cities/Counties? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. If "Yes", are you authorized to act on behalf of all participants? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. If "Yes", please provide the names of all other project participants.
Please designate if the other participants are public agencies or private entities: | | |
| | Public | Private |
| a) _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| b) _____ | <input type="checkbox"/> | <input type="checkbox"/> |

MSRC Clean Transportation Funding Local Government Match Program

PART B - PROJECT DESCRIPTION/STATEMENT OF WORK

Alternative Fuel Infrastructure Projects

(Return this Form as part of your Match Program application only if you are applying for Alternative Fuel Infrastructure Match Funding)

A. Please check the Type of Infrastructure Project proposed. Check all that apply:

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

B. **PROJECT DESCRIPTION:** Please describe the proposed alternative-fuel infrastructure project, including: a) technical description (i.e., station configuration, hardware, storage capacity, time-fill and fast-fill capacity, number of dispensers, etc.); b) site location; c) level of public accessibility (i.e., available to all users, accessible to limited fleet users only); d) hours of operation; e) primary fleet users; f) types of vehicles that will primarily utilize the facility (i.e., transit buses, school buses, light-duty automobiles); and g) selected hardware vendor and fuel provider, if known. If applicable to your proposed project, please attach an 8 ½" x 11" Site Map/Plan to this PART. Include extra sheets as required.

a) Technical Description: CNG Upgrade of the Fleet Services Garage Facility

The project will upgrade and retrofit the City of Torrance’s Fleet Services Garage Facility to enable indoor repairs and maintenance of our compressed natural gas (CNG)-fueled, heavy-duty vehicles. Currently, the Garage’s ventilation and lack of gas detection systems do not meet the regulations set forth in California Fire Code Section 2211.7 for indoor repair of CNG vehicles. The City currently mitigates safety issues by performing maintenance functions outside of the building or by outsourcing more significant work to qualified CNG repair garages. Outsourcing is both costly and inefficient. The project is needed to also support our expanding fleet of alternative-fueled vehicles. Today, our fleet includes a total of 12 CNG vehicles (e.g. trash trucks, street sweepers, and sewer trucks), but expansion is underway. The City has two additional CNG vehicles scheduled for purchase this year, and more planned in the future with a total of 36 CNG vehicles expected to be added to the fleet within the next decade. The City must ensure that the Garage operates and is maintained to meet Federal, State, and local codes. To accomplish this important endeavor, the City proposes the following modifications:

Architectural Modifications

- Construction of a new two-hour rated fire wall which will be added to the existing block wall;
- Construct new penetrations in the ceiling for duct work and electrical conduits; and
- Perform structural modifications for new load-bearing roof-top mounted units.

New Electrical, Plumbing, and Mechanical Systems

- Install a motor control center for the new ventilation system (see below);
- Install new relay panel to isolate and shutdown all electrical power and lighting circuits that service each of the three upgraded maintenance bays;
- Install new explosion-proof emergency battery pack lighting fixtures;
- Install new explosion proof air curtains at doors;
- Install new hose reels to the upgraded maintenance bays;
- Install new ventilation system ; and
- Install a surface-mounted vehicle hoist in one of the three upgraded maintenance bays.

New Safety Systems

GAS DETECTION:

- Install a new methane gas detection system, with sensors located at the highest point in each of the three upgraded maintenance bays. The system will be automatically activated when the level of flammable gas exceeds 25 percent of the lower flammable limit (LFL);
- Install a control panel for the gas detection system complete with battery back-up and relays for interfacing with the ventilation and exhaust system (see below), alarm and warning system (see below), shunt trip breaker operation, and Fire Department; and
- Install an alarm and warning system that includes Class 1, Division 2, Group D green (steady LED), amber (strobe), and red (strobe) warning lights in the Garage Facility; and a monitoring control panel showing LED status of all sensors, exhaust fan status, and alarm conditions (panel location will be determined by the Fire Department).

VENTILATION:

- Install a new ventilation system that includes explosion-proof air supply fans and exhaust fans at the highest ceiling elevation in each of the three upgraded maintenance bays. It will operate continuously at four air changes per hour under normal conditions and six air changes per hour upon methane gas detection;
- Install an automated roll-up door near the three upgraded maintenance bays to open if gas is detected and exhaust fans are activated. Activation of the detection system will initiate audible and visual alarms in the Garage; deactivation of all heating systems; activation of the mechanical exhaust ventilation system; and automatic roll-up of the nearby door.

SIGNAGE:

- Install safety signs in the three upgraded maintenance bays including: NO SMOKING, CNG ALARM, CNG HAZARDOUS LOCATION, and EMERGENCY EVACUATION PROCEDURES.

b) Site Location

The proposed upgrade will be implemented at the City of Torrance's existing Fleet Services Garage Facility located at 20500 Madrona Avenue, Torrance, CA 90503.

c) Level of Accessibility

Access to the City's Fleet Services Garage Facility, including the proposed upgraded maintenance bays, is limited to City employees for repair and maintenance of City-owned light- and heavy-duty vehicles.

MSRC Clean Transportation Funding Local Government Match Program

d) Hours Of Operation

The hours of operation for the City’s Fleet Services Garage Facility are: Monday-Friday 6:00 a.m. to midnight.

e) Primary Fleet Users

The primary, and only, fleet that operates from the Garage is the City of Torrance fleet.

f) Types Of Vehicles

The CNG vehicles that are maintained at the City’s Fleet Services Garage facility are heavy-duty vehicles including trash trucks, street sweepers, and sewer cleaning vacor trucks. The City will add two more CNG trash trucks to its fleet this year.

g) Selected Hardware Vendor

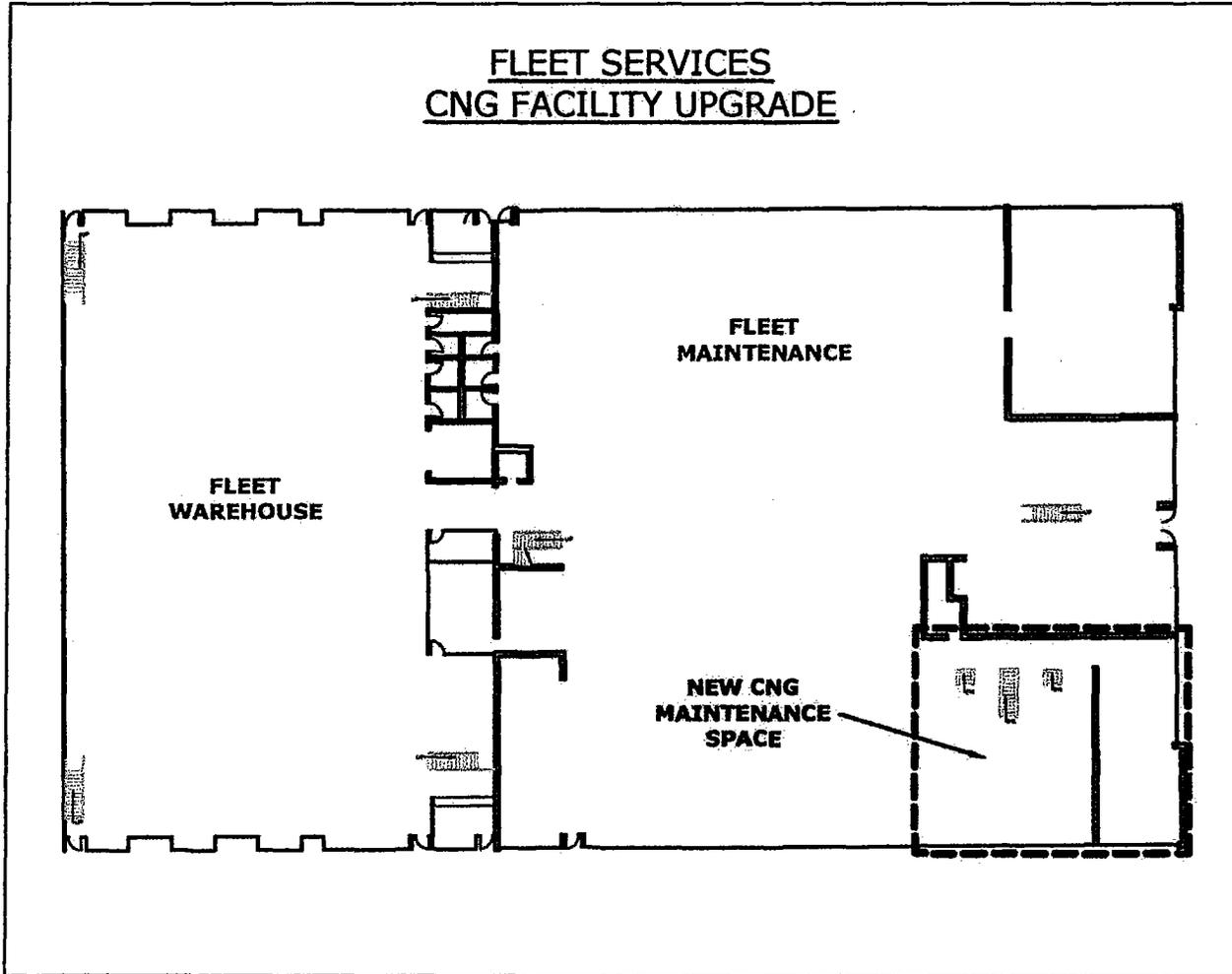
Upon grant award, The City of Torrance will follow our approved procurement policy based on the dollar amount of the materials and hardware that will be required for the upgrade and retrofit of the Fleet Services Garage Facility. The City will solicit a minimum of three competitive bids, and may conduct interviews and schedule site visits with selected vendors to review their proposed plans. A committee will select the most appropriate vendor, enter into a contract with the vendor, and then issue a purchase order. The selected vendor will conduct all construction and installation on site, test all new equipment and systems, and train City staff on the use and maintenance of the equipment and systems. The City will issue a notice of completion upon final inspection and testing.

Please provide the following input data as applicable:

Type of Alternative Fuel (CNG, LNG, L/CNG, LPG, H2)	CNG
For New Refueling Stations, Provide the Estimated Monthly Alternative Fuel Throughput in Units of Diesel Equivalent Gallons	Not applicable; proposed project will modify existing maintenance facilities to accommodate CNG vehicles.
For Projects that Propose: a) Increased Capacity of Existing Alternative- Fuel Infrastructure; or b) Expanded Public or Fleet Access of Existing Alternative-Fuel Infrastructure, Provide the Projected Monthly Increase in Alternative-Fuel Throughput Expressed in Units of Diesel Equivalent Gallons.	Not applicable; proposed project will modify existing maintenance facilities to accommodate CNG vehicles.

Please see CNG Facility Upgrade Site Map on Next Page.

FLEET SERVICES
CNG FACILITY UPGRADE



MSRC Clean Transportation Funding Local Government Match Program

STATEMENT OF WORK: Please provide a Statement of Work for the proposed alternative fuel infrastructure project. Include all Project Tasks as they relate to infrastructure design, development, and implementation. Each Task should be described with sufficient detail to adequately convey the work to be performed.

TASK 1: Grant Administration and Reporting

Task 1.1: Conduct Kick-off Meeting with MSRC: Meet with MSRC staff to review project tasks, schedule, and reporting requirements.

Task 1.2: Identify and Obtain Required Permits: Identify required permits and implement procedures to ensure permitting is completed prior to the beginning of any construction and installation tasks.

Task 1.3: Complete Quarterly and Final Progress Reports: Develop and submit all required progress and grant reports in a timely manner and according to MSRC specifications.

TASK 2: Construction and Installation of Equipment and Systems

Task 2.1: Vendor Selection

Task 2.1.1 Develop and issue a RFP (Request For Proposal) following the City's approved procurement policy. The City will solicit a minimum of three proposals.

Task 2.1.2 Review vendors' proposals and conduct interviews and site visits.

Task 2.1.3 Select vendor and negotiate contract.

Task 2.2: Construction/Installation Design: The selected vendor will develop design plans that include specifications for the proposed upgrade and retrofit of the City of Torrance's Fleet Services Garage Facility.

Task 2.3: Construction and Installation of New Equipment and Systems: Upgrade and retrofit the City of Torrance's Fleet Services Garage Facility to enable indoor repairs and maintenance of our compressed natural gas (CNG)-fueled, heavy-duty vehicles at three maintenance bays.

Task 2.3.1 Install **ARCHITECTURAL AND STRUCTURAL MODIFICATIONS** including fire rated walls or partitions to be added to existing block walls; new penetrations in the ceiling for duct work and electrical conduits; and modifications for new roof-top mounted units.

Task 2.3.2 Install **NEW ELECTRICAL, PLUMBING, AND MECHANICAL SYSTEMS** including motor control center; relay panel to isolate and shutdown all electrical power and lighting circuits; explosion-proof emergency battery pack lighting fixtures; explosion proof air curtains at doors; hose reels to the upgraded maintenance bays; power for the new ventilation system; and a surface-mounted vehicle hoist in one of the three upgraded maintenance bays.

Task 2.3.3 Install **New Safety Systems** including a complete Methane Gas Detection System, Ventilation System, and safety signage in the three upgraded maintenance bays.

Task 2.4: Testing New Systems/Equipment and Training City Staff: Test all new equipment and systems and train City staff on the use and maintenance of the equipment and systems.

MSRC Clean Transportation Funding Local Government Match Program

PART C - PROJECT BUDGET

Alternative Fuel Infrastructure Projects

(Return this Form as part of your Match Program application only if you are applying for Alternative Fuel Infrastructure match funding)

- A. Please provide your Current Unallocated Subvention Fund Balance: \$ 56,000
- B. Please provide the following Alternative Fuel Infrastructure Project Cost by Category Information:

PROJECT COSTS BY FUNDING CATEGORY	AMOUNT
1. AB 2766 SUBVENTION FUNDS APPLIED TO INFRASTRUCTURE PROJECT FROM EXISTING UNALLOCATED BALANCE:	\$ <u>--0--</u>
2. AB 2766 SUBVENTION FUNDS APPLIED TO INFRASTRUCTURE PROJECT FROM NEXT YEAR ALLOCATION (FY 2014/2015):	\$ <u>--0--</u>
3. OTHER FUNDS APPLIED TO INFRASTRUCTURE PROJECT (NOT TO EXCEED \$400,000 TOTAL PER ENTITY):	\$ <u>350,000</u>
4. TOTAL AB 2766 SUBVENTION FUNDS AND OTHER FUNDS APPLIED TO INFRASTRUCTURE PROJECT (SUM OF LINES 1, 2, and 3):	\$ <u>350,000</u>
5. AMOUNT OF MSRC MATCH FUNDING REQUESTED (MAXIMUM AMOUNT IS EQUAL TO LINE 4 (DOLLAR FOR DOLLAR MATCH OF LINE 4 NOT TO EXCEED \$500,000):	\$ <u>350,000</u>
6. ADDITIONAL PROJECT CO-FUNDING FROM OTHER SOURCES:	\$ <u>--0--</u>
7. TOTAL PROJECT COST:	\$ <u>700,000</u>

MSRC Clean Transportation Funding Local Government Match Program

PART C - PROJECT BUDGET CONTINUED

Alternative Fuel Infrastructure Projects

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

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

CAPITAL COSTS:

- | | | |
|----|--|------------------|
| 1. | Architectural and Structural Modifications
(including fire-wall and ceiling modifications needed for installation) | \$153,000 |
| 2. | Electrical, Plumbing, and Mechanical Systems
(including motor control center, relay panel, explosion-proof electrical components and sensors, control panels, air supply and exhaust fans, air curtains, hose reels, automated roll-up door, and vehicle hoist.) | \$411,000 |

TOTAL CAPITAL EQUIPMENT COSTS: **\$564,000**

OTHER DIRECT COSTS, INCLUDING SUBCONTRACTORS:

Engineering and Design Services	\$ 79,000
Project Management (10% of construction costs)	\$ 57,000
TOTAL OTHER DIRECT COSTS:	<u>\$136,000</u>
TOTAL PROJECT COST:	\$700,000
MSRC FUNDING REQUEST:	\$350,000

MSRC Clean Transportation Funding Local Government Match Program

PART D - PROJECT IMPLEMENTATION SCHEDULE

Alternative Fuel Infrastructure Projects

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

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

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

PROJECT MILESTONE	START DATE	COMPLETION
Task 1: Grant Administration and Reporting	ATP (Authority to Proceed)	ATP + 24 months
Task 2.1: Vendor Selection	ATP + 2 months	ATP + 6 months
Task 2.2: Design	ATP + 6 months	ATP + 10 months
Task 2.3: Solicit RFP and Award Contracts	ATP + 10 months	ATP + 14 months
Task 2.4: Construction and Installation of New Equipment and Systems	ATP + 14 months	ATP + 22 months
Task 2.5: Testing New Systems/Equipment and Training City Staff	ATP + 22 months	ATP + 24 months

MSRC Clean Transportation Funding Local Government Match Program

APPLICATION 2: ELECTRIC VEHICLE CHARGING STATIONS

PART A - APPLICANT INFORMATION

Electric Vehicle Charging Infrastructure

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

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

Applicant Name: City of Torrance

Address: 3031 Torrance Blvd.
Torrance, CA 90503

Contact Person: Danny Santana Title: Senior Planning Associate

Telephone Number: 310-618-5871 Fax #: 310-618-5829

E-Mail Address: DSantana@TorranceCA.gov

- D. Please answer the following questions:
- | | YES | NO |
|---|--------------------------|-------------------------------------|
| 1. Are you submitting a Joint Application with other Cities/Counties? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. If "Yes", are you authorized to act on behalf of all participants? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. If "Yes", please provide the names of all other project participants.
Please designate if the other participants are public agencies or private entities: | | |
| | Public | Private |
| a) _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| b) _____ | <input type="checkbox"/> | <input type="checkbox"/> |

MSRC Clean Transportation Funding Local Government Match Program

PART B - PROJECT DESCRIPTION/STATEMENT OF WORK

Electric Vehicle Charging Infrastructure

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

- C. **PROJECT DESCRIPTION:** Please describe the proposed electric vehicle charging infrastructure project, including: a) technical description of the proposed hardware (i.e., charger types, charger unit model, manufacturer, charging level or rated power; etc.); b) site locations for charging infrastructure installation; and c) level of public accessibility (i.e., available to all users, accessible to city/county fleet vehicles only, etc.).

a) Technical Description: Electric Vehicle Charging Stations

The City of Torrance proposes to install 14 Level II electric vehicle (EV) charging stations in six locations including the Civic Center-Library Complex, Downtown Torrance, McMaster Park, Library and Police substation, Walteria Library and Park, and Columbia and Charles Wilson Community Parks. All EV charging stations will be publicly accessible and will allow motorists to “top off” or extend their mileage range. The City’s Strategic Plan lists expansion of alternative fueling infrastructure, including EV Charging Stations, as a priority.

According to the California Energy Commission, Transportation Energy Office, there are a total of **5,260** light-duty electric vehicles registered in Los Angeles County (where Torrance is located.) Of the 5,260, **2,215** are highway-legal, electric vehicles requiring charging stations like the ones Torrance will install. The remaining **3,045** light duty electric vehicles are classified as Neighborhood Electric Vehicles, some of which have the same charging port enabling them to utilize the Torrance charging stations also.

The City’s first two EV charging stations at the Civic Center were installed as part of a pilot program started by American Honda Motor Company in 2011 as electric vehicles were becoming more readily available on the market. Over time, the demand for the “free electric charges” has exceeded the two-station supply leading to long lines, disputes and frustration for EV drivers in the South Bay. The over-burdened charging stations and long lines have lead to congested streets and illegal parking as consumers wait to charge their vehicles. It has become increasingly common for drivers to wait in employee parking spots or in non-designated waiting areas for a charging space to become available, and in some cases, members of the public have even unplugged other vehicles in order to gain access to the charging stations.

As a regional employment hub, thousands of workers commute into Torrance on a daily basis. The City estimates that its population (approximately 147,000 according to American Community Survey 2012 estimates) nearly doubles on weekdays, providing an excellent opportunity to facilitate the growth of EV infrastructure in the region. Torrance is also home to the North American headquarters for Toyota Motor Sales and American Honda Motor Company and has an industrial base which includes oil fields and an Exxon Mobil Oil Refinery. Communications, aerospace and electronics companies are also based in Torrance.

In addition to adding more charging stations at the Civic Center, the community suggested other

MSRC Clean Transportation Funding Local Government Match Program

locations for these installations. Public outreach, surveys and feedback led to a total of six locations that were popular, convenient and attracted visitors from outside Torrance City boundaries. For example, Wilson Park is home to a Farmers Market twice a week which attracts hundreds of vendors and draws a regional crowd. Columbia Park was selected for its accessible location and popularity. As the largest City in the South Bay, Torrance is not only a business hub, but is also a thriving commercial and retail shopping destination. The City's exposure to large segments of the local and commuter population places Torrance in a unique position to showcase EV infrastructure and mitigate drivers' fear of limited mileage range in electric vehicles. In addition, greater accessibility to charging stations will likely increase the appeal of purchasing an electric vehicle.

Technical Description of Proposed Hardware

The proposed project will install 14 Electric Vehicle Supply Equipment with Level II type units at six locations. The City will issue an RFP to procure the chargers. The unit model, manufacturer and charger type will be determined after the bid is selected.

b) Site Location

Feedback from public outreach efforts informed the City's decision to install a total of 14 EV charging stations at the following six locations:

- Two charging stations at Charles Wilson Park
2200 Crenshaw Blvd., Torrance, CA 90501

- Two charging stations at Columbia Park
4045 190th St., Torrance, CA 90504

- Two charging stations in Downtown Torrance – off-street, within a City parking lot and;
at Post Avenue, between Cravens Avenue and Sartori Avenue

- Four charging stations at the Katy Geissert Library-Civic Center Complex
3301 Torrance Blvd., Torrance, CA 90503

- Two charging stations at Walteria Library & Park
3855 242nd St., Torrance CA 90505

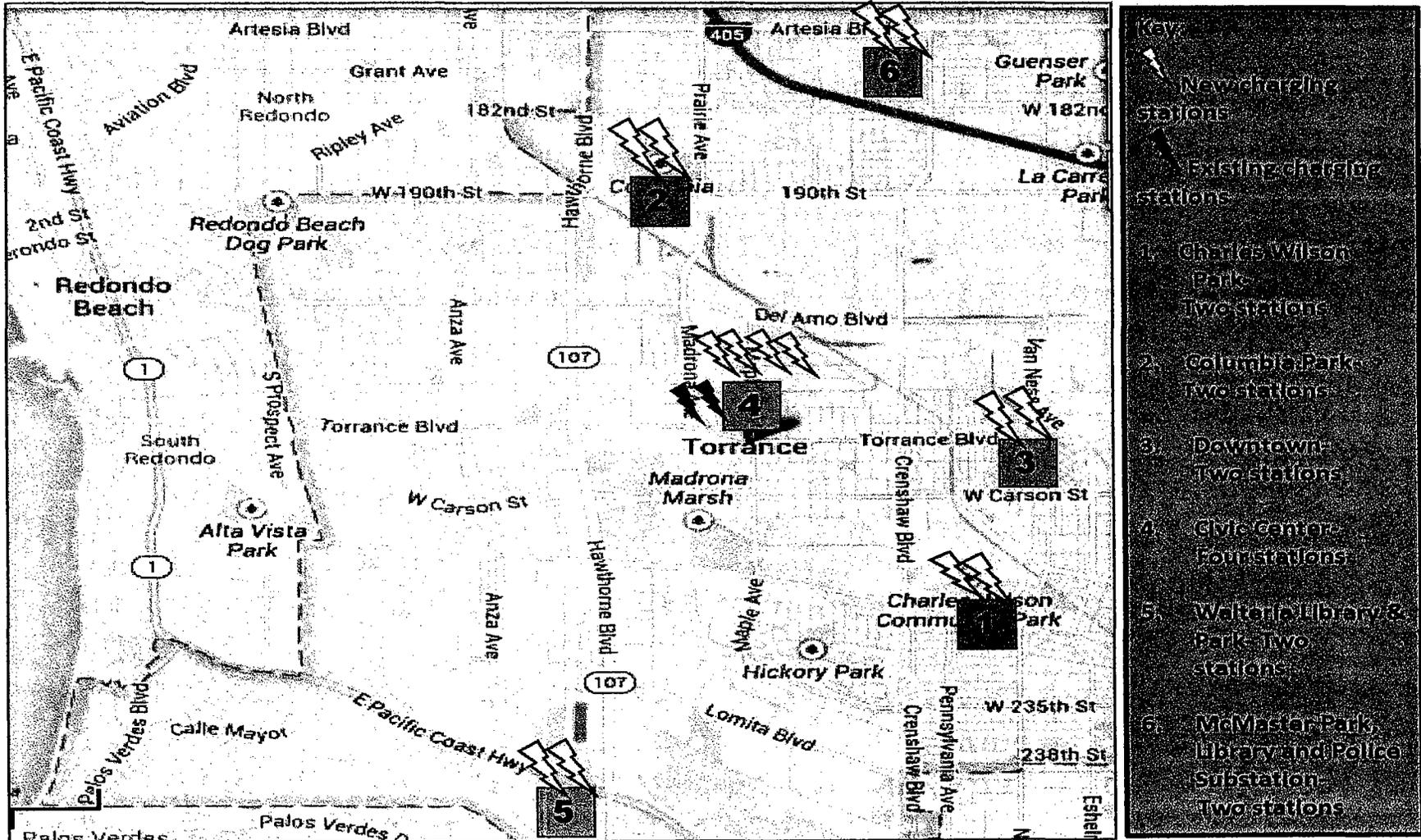
- Two charging stations at McMaster Park, Library & Police Substation
3624 Artesia Blvd., Torrance, CA 90504

A Station Location Map is provided on the next page; additional aerial maps detailing the location of the EV Charging Stations are provided at the end of the application.

c) Level of Public Accessibility

Each proposed EV charging stations will be publically accessible and available for all users. Hours of operation for public use will be the same as the public hours for each facility which are generally 6 AM to 10 PM.

**APPLICATION 2: ELECTRIC VEHICLE CHARGING STATIONS
STATION LOCATION MAP – TORRANCE, CA**



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- D. **STATEMENT OF WORK:** Please provide a Statement of Work for the proposed electrical vehicle charging infrastructure project. Include all Project Tasks as they relate to infrastructure design, development, and implementation. Each Task should be described with sufficient detail to adequately convey the work to be performed.

TASK 1: Grant Administration and Reporting

Task 1.1: Conduct Kick-off Meeting with MSRC: Meet with MSRC staff to review project tasks, schedule, and reporting requirements.

Task 1.2: Identify and Obtain Required Permits: Identify required permits and implement procedures to ensure permitting is completed prior to the beginning of any construction and installation tasks.

Task 1.3: Complete Quarterly and Final Progress Reports: Develop and submit all required progress and grant reports in a timely manner and according to MSRC specifications.

TASK 2: Construction and Installation of EV Charging Stations

Task 2.1: Vendor Selection

Task 2.1.1 Develop and issue an RFP following the City's approved procurement policy. The City will solicit a minimum of three competitive bids.

Task 2.1.2 Review vendors' proposals and conduct interviews and site visits.

Task 2.1.3 Select vendor and negotiate contract.

Task 2.1.4 Execute Subcontract/Monitor EV charger station construction and maintenance.

Task 2.2: Site Design: The City will work with the vendor to ensure the site design is specific to charger hardware.

Task 2.3: Install 10 EV Charging Stations at Six Locations in the City of Torrance

Task 2.3.1 Prepare each of the 14 locations. Each location will have a detailed design plan to identify specific modifications and site preparations. These include but, will not be limited to: trenching, conduit, sub-metering, relocation of shrubs, trees, or curb, illumination and ADA accessibility.

Task 2.3.2 Complete necessary construction to support EV charging station hardware and connect to electric supply. This includes necessary foundation work to support the charging unit pedestal.

Task 2.3.3 Install EV charging hardware and credit card readers at the 14. Each charging station will include the mounting pedestal, charging unit and credit card reader.

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Task 2.4: Install Safety Measures: Install proper safety measures at each site including signage, protective wheel stops or bollards (to protect units), striping and sufficient illumination.

Task 2.5: Testing and Training: All equipment and safety measures will be tested by the selected vendor for compliance with required codes, permits and inspections. The vendor will determine the number of City employees that will need training, and will be responsible for facilitating and conducting the training.

PART C - PROJECT BUDGET

Electric Vehicle Charging Infrastructure

(Return this Form as part of your Match Program application only if you are applying for electric vehicle charging infrastructure match funding)

D. Please provide your Current Unallocated Subvention Fund Balance: \$ 56,000

E. Please provide the following Electric Vehicle Charging Infrastructure Cost by Category Information:

PROJECT COSTS BY FUNDING CATEGORY	AMOUNT
1. AB 2766 SUBVENTION FUNDS APPLIED TO INFRASTRUCTURE PROJECT FROM EXISTING UNALLOCATED BALANCE:	\$ <u>56,000</u>
2. AB 2766 SUBVENTION FUNDS APPLIED TO INFRASTRUCTURE PROJECT FROM NEXT YEAR ALLOCATION (FY 2014/2015):	\$ <u>--0--</u>
3. OTHER FUNDS APPLIED TO INFRASTRUCTURE PROJECT (NOT TO EXCEED \$400,000 TOTAL PER ENTITY):	\$ <u>--0--</u>
4. TOTAL AB 2766 SUBVENTION FUNDS AND OTHER FUNDS APPLIED TO INFRASTRUCTURE PROJECT (SUM OF LINES 1, 2, and 3):	\$ <u>56,000</u>
5. AMOUNT OF MSRC MATCH FUNDING REQUESTED (MAXIMUM AMOUNT IS EQUAL TO LINE 4 (DOLLAR FOR DOLLAR MATCH OF LINE 4 NOT TO EXCEED \$500,000):	\$ <u>56,000</u>
6. ADDITIONAL PROJECT CO-FUNDING FROM OTHER SOURCES:	\$ <u>--0--</u>
7. TOTAL PROJECT COST:	\$ <u>112,000</u>

MSRC Clean Transportation Funding Local Government Match Program

PART C - PROJECT BUDGET CONTINUED

Electric Vehicle Charging Infrastructure

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

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

CAPITAL EQUIPMENT COSTS (ELECTRIC VEHICLE HARDWARE, SITE MODIFICATIONS, ETC.):

- | | | |
|----|---|-----------|
| 1. | 14 Level II Electric Vehicle Chargers
(1 EV charger and hardware = \$1,500 X 14 = \$21,000) | \$ 21,000 |
| 2. | Preparation Site and Construction Materials
(\$4,000 per charger X 14 = \$56,000) | \$ 56,000 |
| 3. | 14 Credit Card Readers
(1 credit card reader = \$600 x 14 = \$8,400) | \$ 8,400 |
| 4. | Installation
(1 EV charger and hardware = \$1,500 X 14 = \$21,000) | \$ 21,000 |

TOTAL CAPITAL EQUIPMENT COSTS:	<u>\$106,400</u>
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DIRECT LABOR COSTS:	\$0
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OTHER DIRECT COSTS, INCLUDING SUBCONTRACTORS:

Project Management	\$5,600
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TOTAL OTHER DIRECT COSTS:	<u>\$5,600</u>
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TOTAL PROJECT COST:	\$112,000
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MSRC FUNDING REQUEST:	\$56,000
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MSRC Clean Transportation Funding Local Government Match Program

PART D - PROJECT IMPLEMENTATION SCHEDULE

Electric Vehicle Charging Infrastructure

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

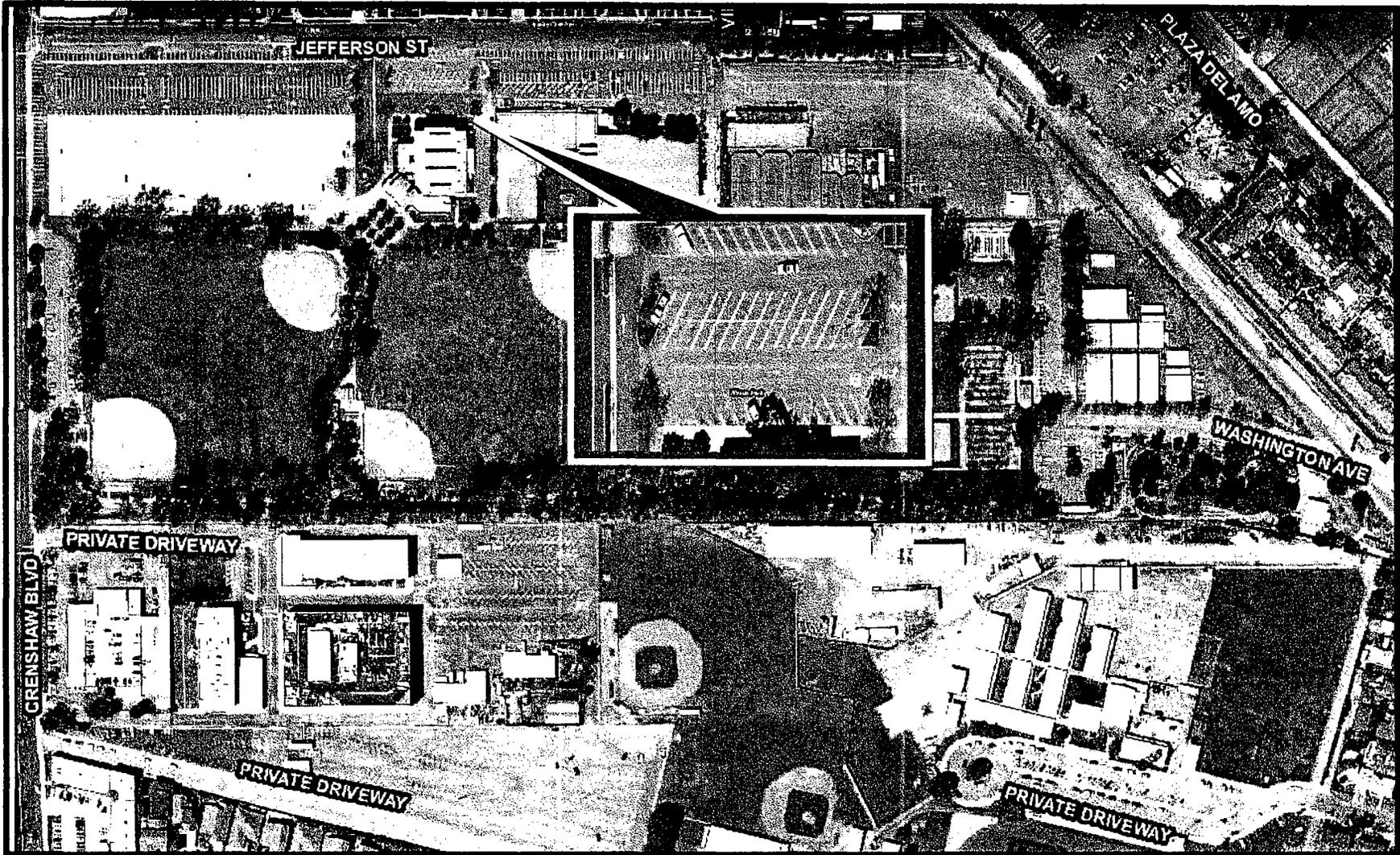
Please provide, either in the space outlined below or separate attached sheet, a Milestone Schedule for your proposed Match Program project. The schedule should include anticipated start and completion dates for each task, activity, or milestone identified in PART B, "Project Description/Statement of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

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

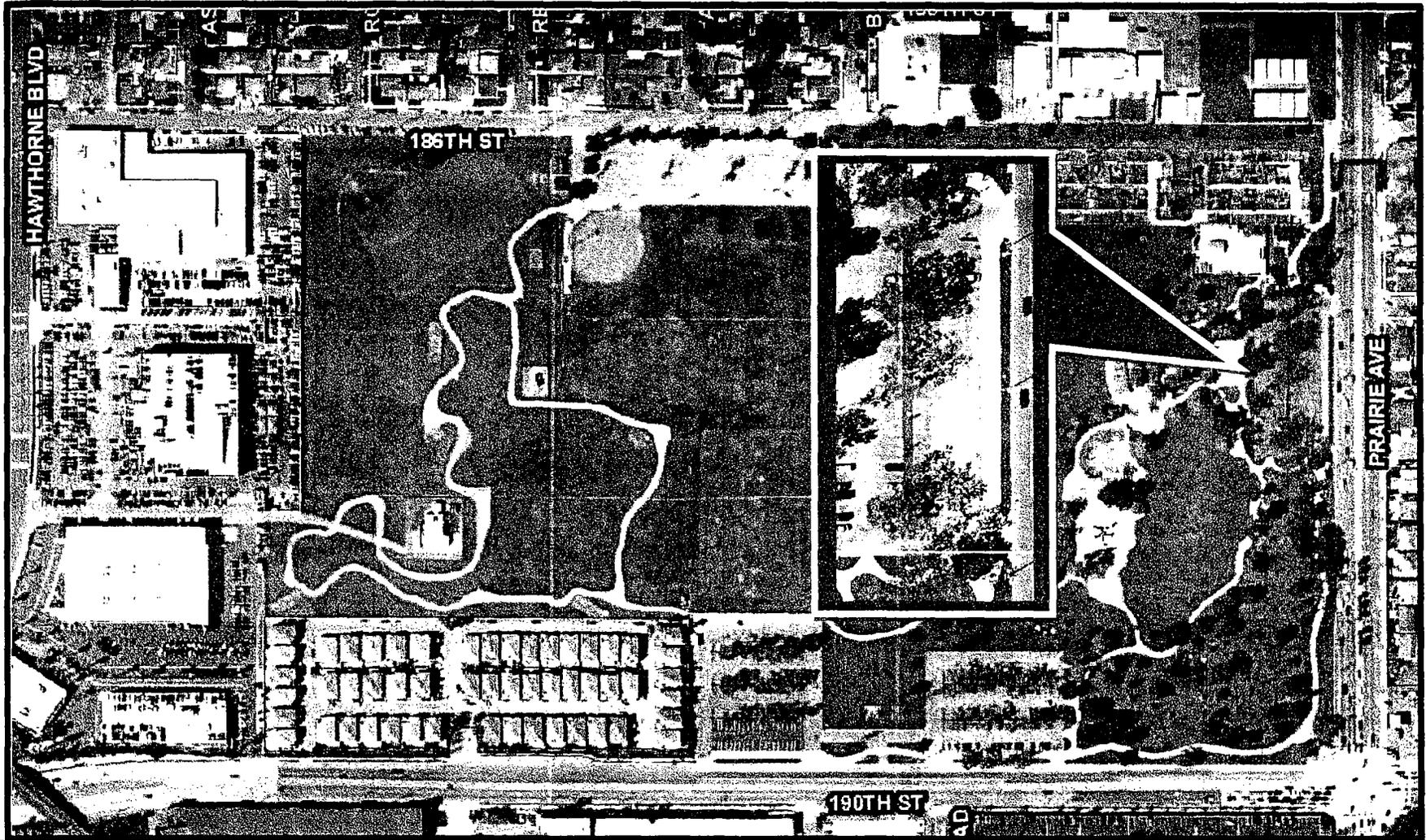
PROJECT MILESTONE	START DATE	COMPLETION
Task 1: Administration	ATP (Authority to Proceed)	ATP + 24 months
Task 2.1: Vendor Selection	ATP + 2 months	ATP + 6 months
Task 2.2: Site Design	ATP + 6 months	ATP + 10 months
Task 2.3: Install 14 EV Charging Stations	ATP + 10 months	ATP + 22 months
Task 2.4: Install Safety Measures	ATP + 20 months	ATP + 22 months
Task 2.5: Testing and Training	ATP + 22 months	ATP + 24 months

Aerial maps showing each charging station location, access points and vicinity follow on the next page. Each map contains a "zoomed in" call out box that shows the installation site.

MSRC Clean Transportation Funding Local Government Match Program

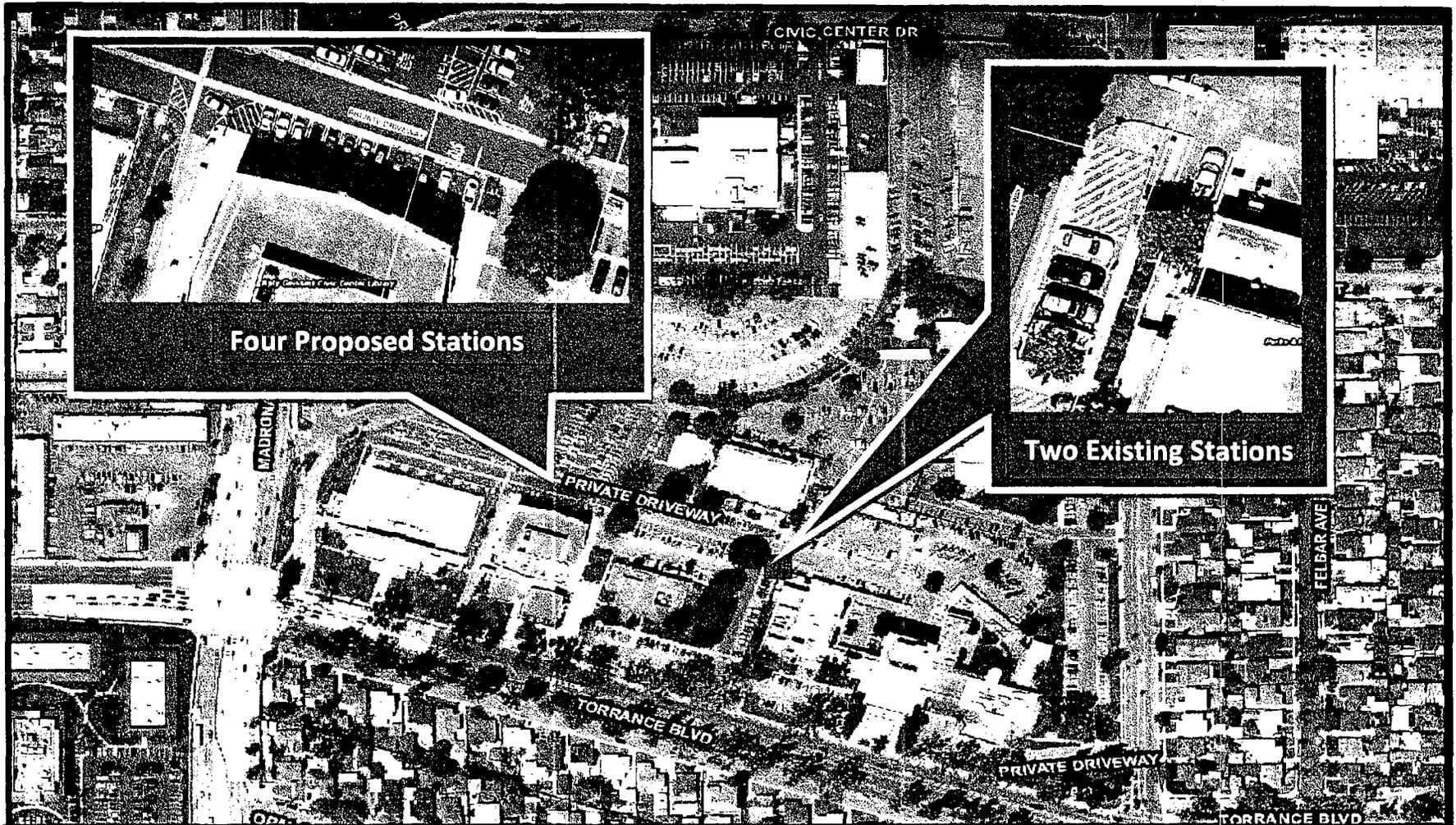


Two charging stations planned for Charles Wilson Park
2200 Crenshaw Boulevard, Torrance, CA 90501



Two charging stations planned for Columbia Park
4045 190th Street, Torrance, CA 90504

MSRC Clean Transportation Funding Local Government Match Program

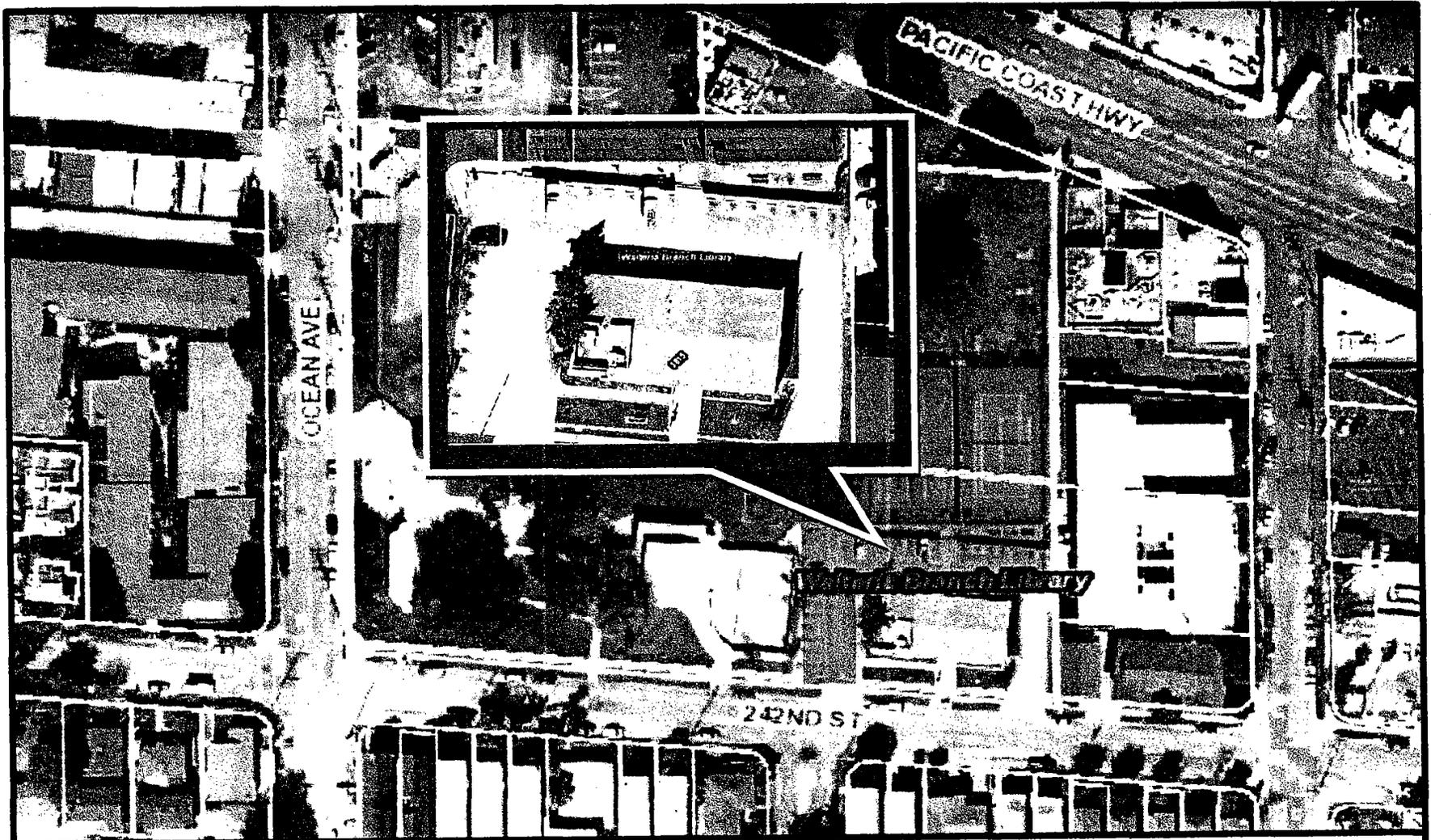


Four Proposed Stations

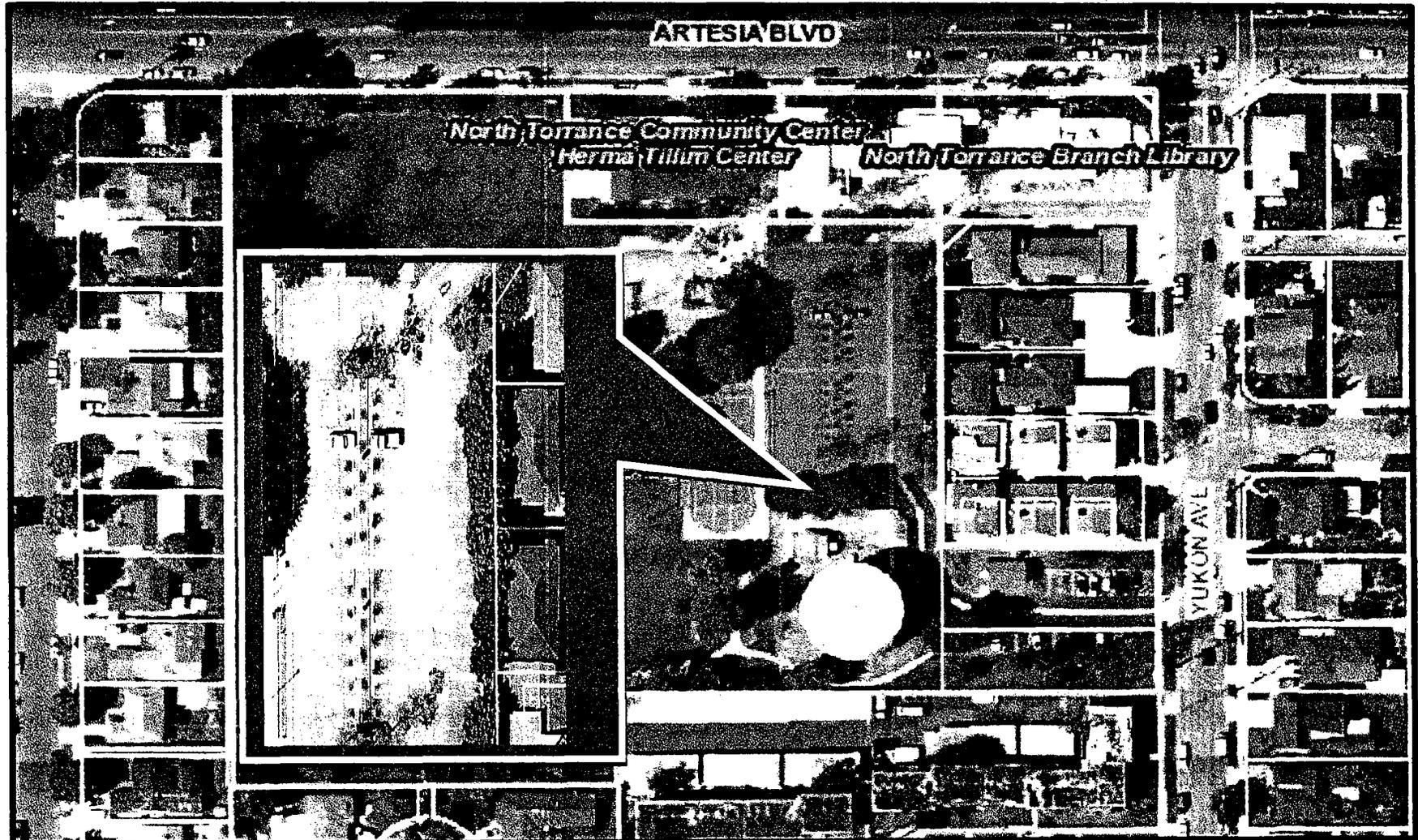
Two Existing Stations



Two existing and four proposed new charging stations at the
Katy Geissert Library-Civic Center Complex
3301 Torrance Boulevard, Torrance, CA 90503



Two charging stations proposed at WALTERIA Branch Library & Park
3855 242nd Street, Torrance CA 90505



**Two charging stations proposed at McMaster Park, Library & Police Substation
3624 Artesia Boulevard, Torrance, CA 90504**

MSRC Clean Transportation Funding Local Government Match Program



Two charging stations planned for **Downtown Torrance**
off-street, within a City parking lot at Post Avenue, between Cravens Avenue and
Sartori Avenue

**Request for Taxpayer
Identification Number and Certification**

**Give Form to the
requester. Do not
send to the IRS.**

Name (as shown on your income tax return)
City of Torrance, CA

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Other (see instructions) ▶ **Municipal (City) Government**

Exemptions (see instructions):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)
3031 Torrance Blvd.

City, state, and ZIP code
Torrance, CA 90503

List account number(s) here (optional)

Requester's name and address (optional)

Print or type
See Specific Instructions on page 2.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

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Employer identification number

9	5	-	6	0	0	0	8	0	3
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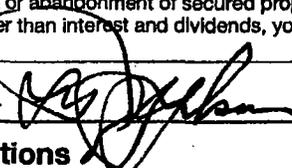
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶  Date ▶ **15 Oct 2013**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.