



**MODIFICATION TO CONTRACT**

This modification consists of 10 pages.

1. RECITALS

- A. The South Coast Air Quality Management District (hereinafter "AQMD") and the South Bay Cities Council of Governments (hereinafter "CONTRACTOR") have previously executed a Contract No. 09345 for the demonstration of medium speed electric vehicles; and modified by Contract No. 093451 to extend the term of the Contract and modify the work.
- B. On October 7, 2011, the AQMD Governing Board approved extending the demonstration of Local Use Vehicles (LUV). Therefore, a modification to this Contract is necessary to extend the date by which performance must be completed, increase the maximum amount payable, and modify the work.

2. MODIFICATION - The parties therefore agree to modify the existing Contract, as follows:

- A. The term of this Contract is extended for an additional period commencing February 1, 2012 and terminating April 30, 2013.
- B. The amount payable for performance under this modification is increased by One Hundred Nineteen Thousand Eight Hundred Fifteen Dollars (\$119,815). The total amount payable by AQMD shall not exceed Two Hundred Ninety Eight Thousand Six Hundred Forty Dollars (\$298,640), inclusive of the original award as shown in the table below:

Contract No.	Term	Amount	Cumulative Amount
09345	6/19/09 – 7/31/11	\$178,825	\$178,825
093451	8/1/11 – 1/31/12	-	\$178,825
093452	2/1/12 – 4/30/13	\$119,815	\$298,640

- C. Attachment 1B - Statement of Work, attached hereto and included herein by this reference, supersedes the original Statement of Work.
- D. Attachment 2B – Payment Schedule, attached hereto and included herein by this reference, supersedes the original Payment Schedule.
- E. All other provisions of the above-referenced Contract shall remain in full force and effect.

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SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

SOUTH BAY CITIES COUNCIL OF GOVERNMENTS

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:  
Saundra McDaniel, Clerk of the Board

By: \_\_\_\_\_

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

By: Barbara Baird

//Modification  
15 December 2004

**ATTACHMENT 1B  
STATEMENT OF WORK FOR  
SOUTH BAY CITIES COUNCIL OF GOVERNMENTS  
(DEMONSTRATION OF NEIGHBORHOOD ELECTRIC VEHICLES)**

Achieving federal and state clean air standards in Southern California will require emission reductions from both mobile and stationary sources beyond those expected using current technologies. Passenger cars and light trucks account for most of these emissions. In addition, there are increasing concerns over greenhouse gas emissions from these vehicles and petroleum dependence from the heavy use of conventional technologies.

For many residents within the geographic boundaries of the South Coast Air Quality Management District, commutes and short trips can be accomplished solely on residential streets at speeds below 35 mph. Medium Speed Electric Vehicles (MSEVs), sometimes called Neighborhood Electric Vehicles (NEVs), are designed for such low-speed local trips in neighborhood and urban areas. NEVs are legal to register in California for use on all streets with a posted speed limit of 35 mph or less as long as the vehicles comply with the federal motor vehicle safety standards.

NEVs are zero-emission, battery-powered electric vehicles which travel at speeds up to 25 mph and have a driving range of 30-50 miles. The batteries are recharged through standard 110 volt outlets. If the battery charge is fully depleted, it takes eight hours to fully recharge, but it can get an 80% charge in four hours. NEVs are available in 2-, 3-, and 4-door models and are smaller than the typical gasoline sedan. They provide the same on-demand service as automobiles and take less space to park.

The program will promote NEVs to residents, businesses, municipalities and government entities in the South Bay and establish a website with driver's information. This project includes a demonstration period of up to 18 months.

Additional funding was approved to extend the Local Use Vehicle (LUV) demonstration period, extend leases for two NEVs, purchase two new NEVs, and continue the loan arrangements on up to 2 other NEVs in order to collect data from additional types of drivers and applications.

**Task 1 – Market the Demonstration and Recruit Participants**

- 1.1 CONTRACTOR shall prepare core presentation materials in the form of a PowerPoint that will be customized for each of the stakeholder groups and provide a copy to AQMD.
- 1.2 CONTRACTOR shall make a presentation to city staff in participating cities and provide documentation to AQMD of the date, organization, and location of each meeting. Documentation may be by email or other written format.

- 1.3 CONTRACTOR shall make presentations to business and neighborhood associations in participating cities and provide documentation to AQMD of the date, organization, and location of each meeting.
- 1.4 CONTRACTOR shall make presentations to senior residential buildings and senior service providers and provide documentation to AQMD of the date, organization, and location of each meeting.
- 1.5 CONTRACTOR shall develop a list of potential site providers and NEV users with potential for extensive vehicle use that are willing to accept rules for participation and provide the list to AQMD.
- 1.6 CONTRACTOR shall determine which NEVs meet SBCCOG operational needs for this demonstration including price, performance, operating time between charges, recharge time, obtain quotes from vehicle providers such as ZENN, GEM, Miles, and Zap, or other vehicles certified by CARB, and develop a list of vendors, including model and price, from whom one or more vehicles could be acquired and provide recommendations for lease.

#### **Task 2 – Lease Vehicles and Prepare for Use**

- 2.1 CONTRACTOR shall order at least five NEVs and provide a copy of the executed vehicle leases and expected delivery date(s) to AQMD for the total price advance.
- 2.2 CONTRACTOR shall ensure that a GPS unit is installed on each vehicle and liability insurance is acquired and provide GPS receipts and evidence of insurance to AQMD.

#### **Task 3 – Prepare for Implementation**

- 3.1 CONTRACTOR shall provide an initial list of at least five participants that have executed agreements with SBCCOG.
- 3.2 CONTRACTOR shall develop a “driver’s kit” to assist in NEV operation.
- 3.3 CONTRACTOR shall develop a web presence and post an online version of the “driver’s kit” on the project website with staff support information and related project links such as the SBCCOG’s Environmental Services Center.
- 3.4 CONTRACTOR shall provide NEV training to participants and invite AQMD representatives to any kick-off event, if arranged. CONTRACTOR shall provide a list of training dates, locations and attendance numbers for each session.

#### **Task 4 – Conduct Demonstration**

- 4.1 CONTRACTOR shall monitor vehicle usage to ensure that the NEVs are being used regularly and address any operational issues. CONTRACTOR shall rotate participants approximately every 3-6 months and gather feedback through appropriate means such as with pre- and post-demonstration surveys. CONTRACTOR shall report on the

vehicle status when they begin operation monthly by email to the AQMD Project Officer during the demonstration period.

**Task 5 – Arrange for NEV fleet**

- 5.1 CONTRACTOR shall negotiate lease extension for up to two NEVs, purchase of 2 NEVs, and loan arrangements for up to 2 NEVs

**Task 6 - Extend Vehicle Leases, Purchase Two NEVs and Prepare for Use**

- 6.1 CONTRACTOR shall execute lease extension for up to two NEVs, purchase two NEVs, provide a copy of the executed vehicle agreements and expected delivery date(s) to AQMD for the total price advance.
- 6.2 CONTRACTOR shall ensure that a GPS unit is installed on each vehicle and liability insurance is acquired and provide GPS receipts and evidence of insurance to AQMD.

**Task 7 – Identify NEV Drivers and Establish Vehicle Rotation**

- 7.1 CONTRACTOR shall collect information from applicants on waiting list and identify priority participants that best fit project needs and are willing to accept rules for participation, and provide an initial list of at least six participants that have executed agreements with SBCCOG to AQMD.

**Task 8 – Deploy all Vehicles to Continue the Demonstration**

- 8.1 CONTRACTOR shall monitor vehicle usage to ensure that the NEVs are being used regularly and address any operational issues. CONTRACTOR shall rotate participants approximately every 2-3 months and gather feedback through appropriate means such as with pre- and post-demonstration surveys. CONTRACTOR shall report on vehicle usage by email to the AQMD Project Officer during the demonstration period.

**TIME SCHEDULE**  
**SOUTH BAY CITIES COUNCIL OF GOVERNMENTS**  
**(DEMONSTRATION OF NEIGHBORHOOD ELECTRIC VEHICLES)**

<u>Task</u>	<u>Completion Date from date of contract execution</u>
1 Market the Demonstration and Recruit Participants	10 months
2 Purchase Vehicles and Prepare for Use	10 months
3 Prepare for Implementation	12 months
4 Conduct Demonstration	30 months
5 Arrange for NEV lease extensions	31 months
6 Extend 2 Vehicle Leases, Purchase 2 NEVs and Prepare for Use	32 months
7 Identify NEV Drivers and Establish Vehicle Rotation	44 months
8 Continue Demonstration	45 months

**SCHEDULE OF MILESTONES**

Submit Draft Final Report	27 months
<u>Submit Draft Final Report, Part 2</u>	<u>44 months</u>
Submit Final Report	<del>30</del> <u>45</u> months

## DELIVERABLES

In addition to the deliverables set forth in the above referenced statement of work, CONTRACTOR shall supply the following reports to AQMD under this Contract. Each periodic progress report is due by the 10<sup>th</sup> day of each month by email, following the task completion date. AQMD may request two stapled hard copies in lieu of email. Submitted reports shall be stapled, not bound, printed in black ink, double-sided type, on an 8-1/2 by 11 inch page, which shall include camera-ready originals.

1. **CONTRACTOR shall submit one copy of each progress report to AQMD'S Project Officer and one copy to AQMD'S Contract Administrator – Technology Advancement in conjunction with the invoice for the same period.** Each progress report shall include, but not be limited to, the following:

- a) Reference to AQMD contract number and title of project.
- b) Reporting time period (months, year).
- c) Description of work completed during the reporting period, including a discussion of problems encountered and how those problems were resolved; and other relevant activities.
- d) Discussion of work planned for the next reporting period.
- e) Discussion of project status with respect to time schedule and steps being taken to resolve any delays.
- f) Discussion of cost status with respect to budget status and work completed to date, costs to date, explanation of any overruns, and steps being taken to bring costs back into line.

2. Three stapled copies of a draft final report for review, comment, and approval shall be submitted no later than 21 months following contract execution. CONTRACTOR shall submit two copies of the draft final report to AQMD'S Project Officer and one copy to AQMD'S Technology Advancement Staff Specialist assigned to contracts. This document shall be considered in the public domain, in conformance with the California Public Records Act (Government Code Section 6250 et seq.). Any trade secret information may be submitted to AQMD in a separate report in which the trade secret information is specifically identified. AQMD agrees to treat such trade secret information in accordance with its Public Records Act guidelines relating to trade secret information. AQMD shall complete its review of the draft final report within four weeks of its receipt from CONTRACTOR. The draft final report shall include, but not be limited to, the following:

- a) Reference to AQMD contract number and title of project.
- b) A short Executive Summary including project background and objectives.
- c) A detailed description of the scope of work.
- d) An evaluation of the use of neighborhood electric vehicles in this application.
- e) Color photographs of the neighborhood electric vehicles in operation in the South Bay Cities, ~~and two sets of 35 mm slides or~~ submitted electronically files (.jpg).

- f) Results – a discussion of the expected project results versus what was actually achieved.
- g) Costs – a comparison and discussion of expected versus actual AQMD contract costs.
- h) Problems – a discussion of significant problems encountered during the contract and how they were resolved.

3. CONTRACTOR shall submit three stapled originals of the final report, incorporating AQMD'S comments, no later than 24 months after contract execution. This document shall be considered in the public domain, in conformance with the California Public Records Act (Government Code Section 6250 et seq.). Any trade secret information may be submitted to AQMD in a separate report in which the trade secret information is specifically identified. AQMD agrees to treat trade secret information in accordance with its Public Records Act guidelines relating to trade secret information.

4. CONTRACTOR shall submit a 2-page project synopsis, along with the final report. Attachment 3 to this contract provides the format and content to be used for this synopsis. In addition to a hard copy of this synopsis, CONTRACTOR shall provide the synopsis in an electronic version, using Microsoft WORD 97 or compatible version.

5. Each year for the life of this contract, CONTRACTOR shall submit a two-page progress update on the funded project for distribution at AQMD'S annual CONTRACTOR'S Review Meeting, held at AQMD'S headquarters. At AQMD'S discretion, CONTRACTOR shall make a 15-minute oral presentation about the project at said meeting. AQMD shall provide CONTRACTOR with sufficient advance notice of the exact dates, procedures, formatting, etc., for the written summary and oral report.



**ATTACHMENT 2B  
PAYMENT SCHEDULE FOR  
SOUTH BAY CITIES COUNCIL OF GOVERNMENTS  
(DEMONSTRATION OF NEIGHBORHOOD ELECTRIC VEHICLES)**

AQMD shall contribute \$298,640 ~~\$178,825~~ to this \$409,303 project.

<u>Deliverable</u>	<u>Completion Date from contract execution</u>	<u>Amount (\$)</u>
Task 1	10 months	
Task 1.1		\$2,140
Task 1.2		\$3,800
Task 1.3		\$3,800
Task 1.4		\$3,800
Task 1.5		\$3,800
Task 1.6		\$3,800
Task 2	10 months	
Task 2.1		\$84,000
Task 2.2		\$7,640
Task 3	12 months	
Task 3.1		\$6,000
Task 3.2		\$14,000
Task 3.3		\$5,000
Task 3.4		\$5,940
Task 4	30 months	
Task 4.1	18 monthly reports x \$1,000 per report	\$18,000
Draft Final	27 months	\$9,000
<u>Task 5</u>	<u>31 months</u>	<u>\$7,000</u>
<u>Task 6</u>	<u>32 months</u>	<u>\$46,615</u>
<u>Task 7</u>	<u>44 months</u>	<u>\$3,000</u>

