

## **PARTICIPANT SUPPORT COSTS AGREEMENT**

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This agreement is entered into between the **Puget Sound Clean Air Agency**, (hereinafter referred to as the "Agency"), a municipal corporation of the laws of the State of Washington, and King County DNRP-Solid Waste (hereinafter referred to as the "Participant"), 201 S King St. Suite 5701, Seattle, WA 98104.

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**WHEREAS**, the Agency's Strategic Plan Objective 1.2 is to reduce transportation emissions, especially diesel particulate, in highly impacted locations; and

**WHEREAS**, the Agency's Strategic Plan Objective 2.1 is to reduce emissions of greenhouse gases from transportation and Strategy 2.1.B is to target vehicle and infrastructure projects that accelerate regional uptake of electric vehicles and renewable fuels; and

**WHEREAS**, the Washington State Department of Ecology (Ecology) awarded grants OTGP-2021-PSCAA-00042 and AQDERA-2021-PSCAA-00002 to the Agency which provide \$870,750 and \$539,978 respectively towards scrapping and replacing diesel-fueled cargo-handling equipment (CHE) with all-electric CHE; and

**WHEREAS**, grant OTGP-2021-PSCAA-00042 was awarded in November 1, 2020, and grant AQDERA-2021-PSCAA-00002 was awarded in November 1, 2021, and both grants close on September 30, 2023; and

**WHEREAS**, the federal assistance program for grants OTGP-2021-PSCAA-00042 and AQDERA-2021-PSCAA-00002 is CDFA Catalog No. 66.040; and

**WHEREAS**, grants will provide funding of \$138,000 for each CHE replacement not to exceed 45% of the total project costs; and

**WHEREAS**, the Participant will cover the balance of the replacement project's costs; and

**WHEREAS**, the Board of Directors of the Puget Sound Clean Air Agency deems it desirable to enter into an agreement with the Participant, to oversee the completion of the Participant's CHE replacement(s); and

**WHEREAS**, the Participant represents and warrants that it is available, experienced, and willing to perform said services; and

**NOW, THEREFORE**, the Agency and the Participant mutually agree as follows:

**1. Background and Purpose.**

1.1. Ecology and the EPA together have awarded the Agency \$1,410,728 to administer a Participant Support Cost Program to replace diesel-fueled CHE with all-electric CHE. For equipment to be replaced under this Participant Support Cost Program it must meet the following criteria:

- A. It is operational.
- B. It has been owned and operated by the Participant for the last two years.
- C. It has operated more than 500 hours/year for each of the last two years.
- D. It has 1,500 hours of expected useful life either with the Participant or in a secondary market.

1.2. The Participant Support Cost Program will partially reimburse the costs of each new all-electric CHE listed in Table 1. Sections 2 and 3 of this agreement specify the details and requirements, but in general the process is as follows:

- A. The Participant will initially pay the total cost for the all-electric CHE and all associated charging equipment.
- B. The Agency will reimburse up to 45% of the cost of equipment purchased under this agreement, up to the Participant Support Reimbursement amount shown in Table 1. Equipment is defined as the all-electric CHE plus any Agency-approved CHE charging apparatus including charging unit, charging cable, mount or pedestal, and their installation.
- C. The Participant is responsible for the mandatory match of 55% of the cost of each CHE and of any charging equipment. Any costs not covered by the 55% mandatory match and the Participant Support Reimbursement amount will be covered by the Participant and will be considered voluntary cost share.
- D. Any Participant Support Reimbursement funds going towards charging equipment must be pre-approved by the Agency and such approval is at the Agency's sole discretion. The total reimbursement under this grant shall not exceed the total Participant Support Reimbursement amount in Table 1.
- E. Other infrastructure costs are not eligible for reimbursement under this agreement, including but not limited to the cost for power distribution to the pedestal, electrical panels and their installation, upgrades to existing electrical panels or electrical service, transformers and their installation, and wiring/conduit and its installation.

1.3. The title for the equipment purchased under the program will belong to the Participant.

1.4. The Agency is awarding participant support costs to the Participant to replace two (2) CHE described in Table 1 at its 2300 N 165th St, Shoreline, WA 98133 location. This project is hereinafter referred to as the Participant's All-Electric CHE Project.

Table 1. The Participant's All-Electric CHE Project

Type of CHE	Existing Diesel-Fueled CHE to be Scrapped					Proposed All-Electric CHE		Participant Support Reimbursement (not to exceed 45%)
	Unit ID	Tier	year	hp	hrs/year	year	hp	
Yard Truck	4LMCD2114VL010099-ST256	1	1997	215	1000	2021	200	\$138,000
Yard Truck	4LMCD2112WL010104-ST261	1	1997	215	700	2021	200	\$138,000

1.5. The purpose of this agreement is to:

- A. Satisfy EPA's requirement that the Agency enter into a contract with all participants to ensure proper accounting of EPA funds and specify reporting requirements
- B. Define the responsibilities of the Participant pertaining to the Participant's All-Electric CHE Project.
- C. Define the responsibilities of the Agency pertaining to the Participant's All-Electric CHE Project.
- D. Define the process for the Agency to reimburse the Participant for a portion of the cost for CHE purchased under the Participant's All-Electric CHE Project.

2. **Responsibilities of the Participant.** The Participant will perform the following tasks to complete the Participant's All-Electric CHE Project:

**2.1. Comply with all requirements identified in section 1.1 and 1.2.** Sections 1.1 through 1.4 define the Participant Support Cost program including program eligibility requirements, matching requirements, who owns the title of the equipment, and how much the Agency will reimburse the Participant. The Participant will meet the eligibility requirements and matching requirements of the grant described in Section 1.1, 1.2 and 1.4 respectively.

**2.2. Provide a scope of work and timeline.** The Participant will provide the Agency Project Manager with a Scope of Work description and an estimated timeline for the different tasks of the Participant's All-Electric CHE Project.

**Deliverable 2.2:** Email the Agency Project Manager with a scope of work that includes a list of the tasks that need to be performed, a timeline for when the tasks will be completed, and who will be doing the work.

**Due date for Deliverable 2.2:** within thirty (30) days after this agreement is signed by all parties.

**2.3. Complete Agency's finance questionnaire.** The Participant will complete and submit the Agency's finance questionnaire. The form is included as Attachment A to this agreement and is incorporated herein by reference.

**Deliverable 2.3:** Email completed finance questionnaire to the Agency Project Manager.

**Due Date for Deliverable 2.3:** within thirty (30) days after this agreement is signed by the parties.

**2.4. Complete eligibility statement form(s).** The Participant will complete and submit to the Agency an Eligibility Statement form for each CHE to be replaced under this agreement. The Eligibility Statement form is included as Attachment B and is incorporated herein by reference.

**Deliverable 2.4.** Email completed eligibility statement form(s) to the Agency Project Manager.

**Due Date for Deliverable 2.4:** within thirty (30) days after this agreement is signed by the parties.

**2.5. Continue to operate eligible diesel CHE until it can be replaced by all-electric CHE.** The Participant will continue to operate the CHE identified in the eligibility statement form(s) in Section 2.4 at least 500 hours per year until it is replaced by the new all-electric CHE. If the new all-electric CHE is not ordered within one year of the date the eligibility statement is signed, the Participant must submit a new signed eligibility statement form to the Project Agency Manager who will verify that the CHE identified in the eligibility statement still meets the minimum operation requirements.

**Deliverable 2.5** If the new all-electric CHE is not ordered within one year of the date the eligibility statement is signed, submit a new signed eligibility statement form to the Project Agency Manager.

**Due Date for Deliverable 2.5:** prior to purchasing any equipment.

**2.6. Allow inspection of CHE that will be scrapped and replaced.** The Participant will work with the Agency Project Manager to schedule a site visit (either in person or virtual) to inspect each CHE that will be scrapped for this project. The CHE to be scrapped must be operational to qualify for replacement under this agreement; to be operational means the CHE must be able to start and to move. The site visit will occur during normal business hours, Monday through Friday.

**Deliverable 2.6.** Schedule and conduct a site visit with the Agency Project Manager.

**Due date for Deliverable 2.6:** Prior to ordering the replacement all-electric CHE, but no later than **March 30, 2022**.

**2.7. Comply with EPA's funding restrictions when procuring equipment or services, including:**

- A. No matching with federal funds.** The Participant agrees that funds under this award cannot be used as matching funds for other federal grants unless expressly authorized by statute. Likewise, the Participant may not use federal funds as cost-share funds for the Clean Diesel Funding Assistance Program (the Program), including funds received under EPA's State Clean Diesel Grant Program and federal Supplemental Environmental Project (SEP) funds.
- B. Fueling Infrastructure:** No funds awarded to the Participant under the Program shall be used for fueling infrastructure, including but not limited to, infrastructure used for the production and/or distribution of biodiesel, compressed natural gas, liquefied natural gas, or other fuels.

**C. Fleet Expansion:** The Participant cannot use funding under this Program for the purchase of vehicles, engines, or equipment to expand a fleet. The Participant's engine, vehicle, and equipment replacement projects are only eligible for funding on the condition that the following criteria are satisfied:

1. To be eligible for replacement, the vehicle, engine, or equipment must be fully operational and in current, regular service.
2. The replacement vehicle, engine, or equipment will continue to perform similar function and operation as the vehicle, engine, or equipment that is being replaced.
3. The replacement vehicle, engine, or equipment will be of similar type and gross vehicle weight rating or horsepower as the vehicle, engine, or equipment being replaced. Horsepower increases of more than 40 percent will require specific approval by EPA prior to purchase, and the Participant may be required to pay the additional costs associated with the higher horsepower equipment.
4. The vehicle, equipment, and/or engine being replaced must be scrapped or rendered permanently disabled within ninety (90) days of being deployed consistent with the following:
  - a. Cutting a three-inch-by-three-inch hole in the engine block (the part of the engine containing the cylinders) is the preferred scrapping method. Other acceptable scrappage methods may be considered and will require prior EPA approval.
  - b. Disabling the chassis may be completed by cutting through the frame/frame rails on each side at a point located between the front and rear axles. Other acceptable scrappage methods may be considered and will require prior written approval from the EPA Project Officer.
  - c. Evidence of appropriate disposal is required in a final assistance agreement report submitted to EPA and includes digital photos of the VIN tag, side profile of the vehicle, engine tag (showing serial number, engine family number, and engine model year), before and after pictures of the destroyed engine block, and cut frame rails or other cut structural components, as applicable. Evidence also includes a signed certificate of destruction (to be provided by the EPA Project Officer), or alternative documentation as approved by the EPA Project Officer.
  - d. Equipment and vehicle components that are not part of the engine or chassis may be salvaged from the unit being replaced (e.g., plow blades, shovels, seats, tires, etc.). If scrapped or salvaged engines, vehicles, equipment, or parts are to be sold, program income requirements apply.

**D. Nonroad Model Year and Tier:** No funds awarded under this Program shall be used to replace a nonroad engine unless it is between 51-300 hp, is 1996 or newer, and is tier 0, tier 1, tier 2, or tier 3.

**2.8. Ensure vendors of CHE, and if applicable CHE chargers, are not debarred by the federal Government.** The Participant must ensure that all vendors supplying equipment for the Participant's All-Electric CHE Project are not debarred by the federal Government prior to purchasing equipment. The Participant will provide to the Agency the DUNS number of each vendor providing equipment as part of the Participant's All-Electric CHE Project and allow the Agency five business days to verify that the vendor is not debarred.

**Deliverable 2.8:** Provide by email to the Agency Project Manager a list of all parties the Participant plans to include in the Participant's All-Electric CHE Project and their DUNS number for verification that the parties are not debarred by the federal Government. The Agency Project Manager must approve all parties before work is done.

**Due date for Deliverable 2.8:** Prior to purchasing any equipment.

**2.9. Submit a scrapping plan.** The Participant will submit to the Agency a proposal for the method the Participant will use to scrap the old CHE listed in Table 1. The scrapping plan will describe how the Participant will demonstrate that the old CHE will be destroyed and what company the Participant will use to scrap each CHE. The scrapping plan must commit to drilling a three-inch-by-three-inch hole in the engine block, cutting the CHE chassis, and providing documentation of same. The documentation for each scrapped CHE must include, at a minimum, a photo clearly identifying the VIN tag, side profile of the vehicle, engine tag, before and after photos of the engine showing the three-inch-by-three-inch hole in the engine block, and before and after photos of the cut chassis of the CHE. The scrapping plan must commit to completing an EPA Certification of Destruction form, included as Attachment C to this agreement and incorporated herein by reference. The Participant must obtain written approval by email from the Agency Project Manager for the proposed scrapping plan before scrapping the CHE.

**Deliverable 2.9-1:** Submit the proposed scrapping plan to the Agency Project Manager for written approval.

**Due date for Deliverable 2.9-1:** At least sixty (60) days prior to procuring the new all-electric CHE but no later than **June 30, 2022**.

**Deliverable 2.9-2:** Submit the final scrapping plan after incorporating Agency-requested changes.

**Due date for Deliverable 2.9-2:** ten (10) business days after receiving any changes from the Agency.

**2.10. Procure, insure, and deploy new all-electric CHE.** The Participant will procure and deploy each new all-electric CHE described in Table 1 of this agreement at the same location as the diesel CHE being replaced. The Participant will ensure that each new all-electric CHE is insured according to the Participant's policies. The Participant will provide to the Agency written notification once each new all-electric CHE is in operation and insured.

**Deliverable 2.10:** Procure, insure, and deploy each new all-electric CHE and submit to the Agency by email written notification that the all-electric CHE is in operation and insured.

**Due Date for Deliverable 2.10:** No later than **May 31, 2023**.

**2.11. Conduct post-deployment inspection.** The Participant will work with the Agency to schedule a site visit (either in person or virtual) for the Agency Project Manager to verify that each new all-electric CHE listed in Table 1 is operational. The site visit will occur during normal business hours, Monday-Friday.

**Deliverable 2.11:** Schedule and conduct a site visit with the Agency Project Manager after the completion of the Participant's All-Electric CHE Project.

**Due Date for Deliverable 2.11:** Within 60 days of deploying the corresponding all-electric CHE but no later than **July 31, 2023**.

**2.12. Scrap existing CHE according to approved scrapping plan.** The Participant will scrap the diesel-fueled CHE in accordance with the Agency-approved scrapping plan. The Participant is responsible for all costs associated with scrapping. If the Participant receives a net monetary benefit from scrapping the CHE, it is considered program income. Program income must be reported to the Agency. Program income earned during the project period shall be retained by the Participant and, in accordance with 2 CFR §200.307 the Participant is authorized to use program income to meet the cost-sharing or matching requirement of the Federal award, including any mandatory or voluntary cost-share. The grant reimbursement amount will remain the same. The Agency will review the scrapping and program income documentation for completeness, but the Participant is solely responsible for ensuring that all documentation is complete and submitted as required.

**Deliverable 2.12-1:** Email to the Agency Project Manager documentation showing that the diesel-fueled CHE has been scrapped per the Agency-approved scrapping plan.

**Due Date for Deliverable 2.12-1:** within 60 days of deploying CHE, but no later than **July 31, 2023**.

**Deliverable 2.12-2:** If applicable, email the Agency Project Manager documentation of any program income received by the Participant from scrapping the diesel-fueled CHE.

**Due Date for Deliverable 2.12-2:** within 60 days of deploying CHE but no later than **July 31, 2023**.

**2.13. Meet outreach requirements.**

- A. **Acknowledge grant and funding partners.** All project outreach that the Participant undertakes, whether to satisfy the requirements of this agreement or any other general outreach regarding the Participant's All-Electric CHE Project, must acknowledge the Agency as a grant partner and EPA and Ecology as funding partners.
- B. **Provide outreach materials for review and approval.** The Participant shall provide the opportunity for the Agency and funding partners to review any outreach documents and materials related to the Participant's All-Electric CHE Project fifteen (15) business days prior to their production and distribution. The Participant will provide copies of final outreach documents and materials, either hard copies or electronic copies, to the Agency. If the Participant will be using the Agency's logo or logos from the funding partners in outreach materials for this agreement or for any other outreach regarding the Participant's All-Electric CHE Project, the Participant is responsible for ensuring that the graphic requirements of each partner are met.

- C. **Conduct project outreach to local communities.** The Participant will work with the Agency to conduct at least one outreach activity to notify local communities about the Participant's All-Electric CHE Project such as a press release or presenting at a local community function.
- D. **Conduct project outreach to freight sector.** The Participant will work with the Agency to conduct at least one outreach activity to help promote future freight-related electrification projects by sharing success and lessons learned from the Participant's All-Electric CHE Project with others in the freight industry, including local port terminals and distribution centers. This action could include presenting at a regional conference or meeting with freight businesses that are interested in using electric CHE in their fleet.

**Deliverable 2.13-1:** Provide the Agency and grant partners 15 business days to review any and all outreach documents and materials related to the Participant's All-Electric CHE project prior to their production and distribution. Modify materials in accordance with edits from Agency and grant partners.

**Due Date for Deliverable 2.13-1:** drafts at least fifteen (15) business days before production and distribution.

**Deliverable 2.13-2:** Provide final outreach materials that incorporate edits from Agency and grant partners.

**Due Date for Deliverable 2.13-2:** five (5) business days before production and distribution.

**Deliverable 2.13-3:** Provide the Agency final copies of outreach documents and materials, either hard copies or electronic, as requested, to the Agency.

**Due Date for Deliverable 2.13-3:** within two weeks of the request.

**Deliverable 2.13-4:** Conduct at least one outreach activity to notify local communities about the Participant's All-Electric CHE Project.

**Due Date for Deliverable 2.13-4:** within six months of deploying new CHE but no later than **November 30, 2023**.

**Deliverable 2.13-5:** Conduct at least one outreach activity to help promote future freight-related electrification, such as presenting lessons learned at a regional conference or at a meeting with local freight businesses.

**Due Date for Deliverable 2.13-5:** within six months of deploying new CHE but no later than **November 30, 2023**.

#### **2.14. Provide monthly progress updates and an annual report.**

- A. The Participant will provide monthly status reports to the Agency Project Manager by e-mail. The status reports will include an update on the Participant's All-Electric CHE Project; the reason for any delays in completing the tasks as listed in the timeline provided in Section 2, Task 1 of this agreement and steps taken or planned to address those delays; and any additional pertinent information regarding the project, such as planned outreach.

- B. If requested by the Agency, the Participant will participate in bi-weekly conference calls to provide status updates on the Participant's All-Electric CHE Project.
- C. The Participant will report to the Agency any equipment procured and received prior to June 30, 2022, and the corresponding cost of that equipment, to satisfy the Agency's auditing requirements.
- D. The Participant will also submit one annual report to the Agency after the Participant has operated its new CHE for one year after deployment summarizing: the new all-electric CHE's hours of operation, charging schedules, how often and how long it charges, any successes or challenges with the operation of the vehicle, any maintenance required, and overall satisfaction with the all-electric CHE.

**Deliverable 2.14-1:** Email the first status report on the 25<sup>th</sup> of the month this agreement is signed by all parties; however, if this agreement is signed after the 25<sup>th</sup> of a month but before the end of that month, the Participant will email the first report by the 25<sup>th</sup> of the following month. Send the monthly reports by email to the Agency Project Manager each month until December 31, 2023, or until the Participant's All-Electric CHE Project is complete, whichever occurs first.

**Due date for Deliverable 2.14-1:** Monthly, on or before the 25<sup>th</sup> of each month.

**Deliverable 2.14-2:** If requested by the Agency, participate in bi-weekly conference calls.

**Due date for Deliverable 2.14-2:** Bi-weekly as requested.

**Deliverable 2.14-3:** Submit by email to the Agency Project Manager an annual report summarizing the operation of the all-electric CHE in the Participant's All-Electric CHE Project.

**Due date for Deliverable 2.14-3:** Twelve (12) months after the CHE has been deployed but no later than **May 31, 2024**.

**2.15. Keep Records.** The Participant shall keep for at least six years after the final payment under this agreement complete programmatic and financial records relating to this agreement and all records related to Sections 2.2 through 2.14, including but not limited to any data collected for the final report and accounting procedures and practices that sufficiently and properly reflect all direct costs expended in the performance of this agreement. All records shall:

- A. Be kept in a manner that provides an audit trail for all expenditures.
- B. Be kept in a common file to facilitate audits and inspections.
- C. Clearly indicate total receipts and expenditures related to this agreement.

The Participant will make these records available at no additional cost to the Agency, personnel duly authorized by the Agency, the Office of the State Auditor, and federal and state officials so authorized by law, regulation, or this agreement, if requested for auditing purposes.

**2.16: Comply with five-year retention requirements.**

- A. The Participant agrees to operate the all-electric CHE within the Puget Sound region for five years.
- B. The Participant may sell or relocate the all-electric CHE from the Participant's All-Electric CHE Project within five years, if the Participant:
  - 1. Notifies the Agency Project Manager in writing at least two weeks before it sells or relocates the all-electric CHE. The written notification must include the intended date of sale or relocation.
  - 2. Demonstrates equivalent emission reductions by either:
    - a. Reimbursing the Agency a prorated amount of funds for the Agency to invest in other environmental projects as shown in equation 1; or

***Equation 1. Amount the Participant owes Agency if it sells or relocates an all-electric CHE in the project.***

The Participant Owes Agency (\$) =

$$\frac{(\text{five years} - \text{years CHE operated in the Puget Sound Region})}{\text{five years}} * \text{total grant funds}$$

- b. Completing another emission reduction project approved by the Agency and agreed to in writing by the Agency Project Manager. The Participant will submit proposals for any alternative emission reduction projects to the Agency Project Manager for review at least two weeks before it sells or relocates the all-electric CHE. Approval of alternative emission reduction projects is at the Agency's sole discretion and if such approval is not granted, the Participant must fulfill the reimbursement requirements of Section 2.16.B.2.a.
- C. In the event that a catastrophic event occurs such that an all-electric CHE from the Participant's All-Electric CHE Project is rendered inoperable due to mechanical failure of components or systems that cannot be repaired or replaced, the Participant may be exempt from the five-year retention requirement for that CHE subject to the Agency's sole written determination. Such inoperability will not be caused by the Participant's negligence, misuse, or malfeasance.

**3. Responsibilities of the Agency.**

**3.1. Inspect CHE to be scrapped and replaced.** The Agency will work with the Participant to schedule a site visit (either in person or virtual) to inspect the CHE that will be scrapped under this agreement and document that the CHE is operational. The site visit will occur during normal business hours, Monday through Friday.

**3.2. Check Participant's proposed vendors for federal government debarment.** The Agency will use the DUNS numbers provided by the Participant in Section 2.8 to check the debarment status of the Participant's proposed vendors and will notify the Participant if any vendors are debarred by the federal government.

**3.3. Review scrapping plan.** The Agency will review the Participant's scrapping plan and will notify the Participant in writing if the scrapping plan meets both the requirements of this agreement and the grant requirements within 10 business days of receiving the plan.

**3.4. Attend a post-installation inspection.** The Agency will work with the Participant to schedule a site visit (either in person or virtual) for the Agency Project Manager to verify that each new all-electric CHE is operational. The site visit will occur during normal business hours, Monday-Friday.

**3.5. Review and approve scrapping documentation.** The Agency will review the Participant's scrapping documentation for completeness and inform the Participant in writing of any gaps in the required documentation. The Participant is solely responsible for ensuring that the documentation is complete.

**3.6. Review outreach materials.** The Agency will review the Participant's outreach materials and will provide feedback within 10 business days of receiving the materials for review.

**3.7. Reimburse the Participant.** Subject to the requirements of Section 5, "Compensation," the Agency will reimburse the Participant the Participant Support Reimbursement amount not to exceed 45% of the eligible costs for each eligible CHE replaced under this agreement, up to the maximum reimbursement stated in Section 5 of this agreement.

**3.8. Submit required grant reports.** The Agency will submit all required reports to EPA and Ecology including quarterly reports and the final close-out report in accordance with grants OTGP-2021-PSCAA-00042 and AQDERA-2021-PSCAA-00002.

**3.9. Retain records.** The Agency will retain documents submitted by the Participant in accordance with the Agency's records retention policy. The Agency will provide copies of such documents upon request by the Participant, US EPA, or others, as required by law.

**3.10. Comply with grant requirements.** The Agency will comply with the requirements of grants OTGP-2021-PSCAA-00042 and AQDERA-2021-PSCAA-00002.

**4. Communications About Performance.** The Participant understands that Agency staff members have been encouraged to communicate any concerns about the performance of the Participant directly and respectfully to the Agency Project Manager in a good faith attempt to resolve any issues. Similarly, if the Participant has a concern about the performance of the agreement or an interaction with an Agency staff member, the Participant agrees to communicate that concern directly and respectfully to the Project Manager in a good faith attempt to resolve any issues.

**5. Compensation.**

**5.1. Reimbursement Amount.** The total amount to be reimbursed by the Agency for satisfactory completion of the requirements under this agreement will not exceed two hundred seventy-six thousand dollars (\$276,000). The Participant will initially pay all costs associated with the Participant's All-Electric CHE Project. The Agency will provide reimbursement upon successful compliance by the Participant with all requirements of this agreement and within thirty (30) days after review and approval by the Agency Project Manager. The funding for this agreement is provided by EPA and Ecology grants OTGP-2021-PSCAA-00042 and AQDERA-2021-PSCAA-00002.

**5.2. Requirements for Reimbursement.** The Participant will submit a reimbursement invoice to the Agency once the Participant's All-Electric CHE Project is complete. The invoice will include supporting documentation for reimbursement of work done on the Participant's All-Electric CHE Project, as follows:

- A. An **invoice from the Participant** to the Agency that includes the following:
  1. Date of the invoice;
  2. Date of the period being invoiced;
  3. Contact information indicating to whom the Agency should send payment;
  4. A description of the equipment purchased during the invoice period;
  5. Total costs paid by the Participant including sales tax, any tax exemptions taken, and any billing reductions for early payment as adjustments to the invoice; and
  6. Total amount to be reimbursed (not to exceed 45% of equipment purchased under this agreement).
- B. A copy of the **invoice from any contractor** that performed any services or provided equipment for the Participant's All-Electric CHE Project.
- C. **Documentation of proof of payment** to contractor(s) by the Participant (receipt).
- D. **A W-9 form.**
- E. **Documentation showing the old CHE was scrapped (including Certificate of Destruction, photos, and corresponding documentation.)** This only needs to be submitted once but must be received before invoice can be paid.
- F. **Signed statement verifying that no other federal funds were used as match for the Participant's All-Electric CHE Project.**
- G. **Documentation for any program income received from scrapping old CHE** This only needs to be submitted once but must be received before invoice can be paid.
- H. All reimbursement documentation must be submitted no later than July 31, 2023.
- I. The Participant will send the request for reimbursement and all reimbursement documentation to the Puget Sound Clean Air Agency's Finance Department; contact information is in Section 7, "Communications," of this agreement.

**5.3. Approval of funding after June 30, 2022.** Funding for work to be conducted after June 30, 2022, is contingent upon approval of funding by the Agency Board of Directors and satisfactory performance by the Participant. The Participant shall not proceed to perform any work under this agreement after June 30, 2022, until so authorized by the Agency Project Manager.

6. **Term.** The effective date of this agreement is the date of the last signature of this agreement. Any costs incurred prior to the effective date of this agreement will be at the sole expense and risk of the Participant.

The termination date of this agreement is **June 30, 2024**.

7. **Communications.** The following persons shall be the contact person for all communications regarding the performance of this agreement.

<b>PARTICIPANT Contact</b>	<b>Agency Project Manager</b>	<b>Send Invoices To:</b>
Jamey Barker	Beth Carper	Attn: Finance Manager
King County DNR – Solid Waste	Puget Sound Clean Air Agency	Puget Sound Clean Air Agency
201 S King St, Suite 5701 Seattle WA 98104	1904 Third Avenue, Suite 105 Seattle, WA 98101	1904 Third Avenue, Suite 105 Seattle, WA 98101
Phone: 206-477-4625	Phone: 206-689-4057	Phone: 206-689-4011
E-mail address: jamey.barker@kingcounty.gov	E-mail address: bethc@pscleanair.gov	E-mail address: finance@pscleanair.gov

8. **Changes.** The Agency may, from time to time, require changes to this agreement. Only the Agency's Project Manager shall have the authority to negotiate changes on behalf of the Agency. The parties shall mutually agree to all changes by written amendment to this agreement.

9. **Termination.** The Agency may terminate this agreement at any time with or without cause by giving a thirty day (30) written notice to the Participant of such termination and by specifying the effective date of the termination. Upon termination of this agreement, the Agency, in addition to any other rights provided in this agreement, may require the Participant to deliver to the Agency any property specifically produced or acquired for the performance of such part of this agreement as has been terminated.

The Agency shall pay to the Participant the amount agreed upon by the Participant and the Agency for (a) completed work and services for which no separate price is stated, (b) partially completed work and services, and (c) other property or services which are accepted by the Agency, unless the termination is for default, in which case the Agency shall determine the extent of the liability of the Agency. The Agency may withhold from any amounts due the Participant such sums as the Agency determines to be necessary to protect the Agency against potential loss or liability.

10. **Agency Access to Data and Records.** (a) The Participant shall provide the Agency, at no additional charge, access to all data generated under this agreement. "Data" includes, but is not limited to, all information that supports the findings, conclusions and recommendations of the Participant's reports and deliverables, including computer models and the methodology for those models. (b) The Participant shall maintain books, records, documents, data and other evidence relating to this agreement and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement. The Participant shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under this agreement, shall be subject at all reasonable times to inspection, review or audit by the Agency, personnel duly authorized by the Agency, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or this agreement.

11. **Right of Inspection.** The Participant shall provide right of access to its facilities to the Agency, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this agreement.

12. **Funding Contingency.** In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this agreement and prior to completion of the work in this agreement, the Agency may at its sole option:

- A. terminate this agreement with 30 (thirty) days advance written notice. If this agreement is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination;
- B. renegotiate the terms of this agreement under new funding limitations and conditions;
- C. suspend work performed under this agreement for a temporary period upon written notification of the suspension and the suspension period; or
- D. after a review of the status of expenditures and deliverables, extend the end date of this agreement and postpone deliverables or portions of deliverables.

The Agency may also suggest such other alternative as the parties mutually agree to in writing.

13. **Copyright Provisions.** Unless otherwise provided, all materials produced under this agreement shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the Agency. The Agency shall be considered the author of such materials. In the event the materials are not considered "works for hire" under the U.S. Copyright laws, the Participant hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to the Agency, effective from the moment of creation of such materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, communications, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

For materials that are delivered under this agreement, but that incorporate pre-existing materials not produced under this agreement, the Participant hereby grants to the Agency a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Participant warrants and represents that the Participant has all rights and permissions, including intellectual property rights, moral rights, and rights of publicity, necessary to grant such a license to the Agency.

The Participant shall exert all reasonable effort to advise the Agency, at the time of delivery of materials furnished under this agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this agreement. The Agency shall receive prompt written notice of each notice or claim of copyright infringement received by the Participant with respect to any data delivered under this agreement. The Agency shall have the right to modify or remove any restrictive markings placed upon the data by the Participant.

14. **The Participant Not an Employee of the Agency.** The Participant and the Agency intend that an independent contractor relationship will be created under this agreement. The Participant and its employees or agents are not employees of the Agency and shall not be entitled to compensation or benefits of any kind other than as specifically provided herein. The Participant will not hold itself out as nor claim to be an officer or an employee of the Agency or of the State of Washington by reason hereof, nor will the Participant make any claim of right, privilege or benefit which would accrue to an employee under the law. Conduct and control of the work will be solely with the Participant.
15. **Indemnification.** The Participant shall release, indemnify, defend and hold harmless the Agency, its Board of Directors, officers, employees and agents from and against any and all liability, loss, damage, expense, actions, or claims, including costs and attorney's fees which the Agency, its Board of Directors, officers, employees and agents may hereafter sustain, incur, or be required to pay asserting or arising directly or indirectly due to any act or omission of the Participant, its agents, employees or subcontractors, in the execution, performance or failure to adequately perform the Participant's obligations pursuant to this agreement; provided, however, this paragraph does not purport to indemnify the Agency against liability for damages arising out of bodily injuries to persons or damages caused by or resulting from the sole negligence of the Agency, its Board of Directors, its officers, employees and agents in the execution, performance or failure to adequately perform its obligations pursuant to this agreement.
16. **Subcontracting.** The Participant shall not enter into subcontracts for any of the services or work contemplated under this agreement without obtaining prior written approval of the Project Manager. In no event shall the existence of any subcontract operate to release or reduce the liability of the Participant to the Agency for any breach in the performance of the Participant's duties.
17. **Assignment.** The work provided under this agreement, and any claim arising thereunder, is not assignable or delegable by either party, in whole or in part, without the express prior written consent of the other party.
18. **Payroll and Taxes.** The Participant assumes full and sole responsibility for the payment of all wages, unemployment contributions, payroll taxes, use, sales, income, or other form of taxes, fees, and licenses.
19. **Licensing, Accreditation, and Registration.** The Participant shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements/standards, necessary for the performance of this agreement.
20. **Industrial Insurance Coverage.** The Participant shall provide or purchase industrial insurance coverage prior to performing work under this agreement and shall maintain full compliance with Chapter 51.12 RCW during the term of this agreement. If the Participant is exempt from the requirements of Chapter 51.12 RCW, it must carry appropriate liability insurance equivalent to the coverage provided under that chapter. The Agency will not be responsible for the payment of industrial or liability insurance premiums or for any other claim or benefit for the Participant, or any subcontractor or employee of the Participant, which might arise under the industrial

insurance laws during the performance of duties and services under this agreement. If the Department of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result of work performed under this agreement, those payments shall be made by the Participant; the Participant shall indemnify the Agency and guarantee payment of such amounts

21. **Waiver.** A failure by either party to exercise its rights under this agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this agreement. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this agreement unless stated to be such in writing and signed by personnel authorized to bind each of the parties.
22. **Governing Law.** This agreement shall be governed by the laws of the state of Washington. The Participant, by execution of this agreement, acknowledges the jurisdiction of the courts of the state of Washington in this matter. The venue of any action brought under this agreement shall be the superior Court of King County, Washington.
23. **Certifications regarding Debarment.**  
**23.1** The Participant, by signature to this agreement, certifies that the Participant is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The Participant also agrees to include the above requirements regarding debarment in all subcontracts into which it enters. The Participant shall immediately notify the Agency if, during the term of this agreement, the Participant becomes debarred. If Participant becomes debarred during the term of this agreement, the Agency may, at its sole option, immediately terminate this agreement by providing written notice to the Participant.  
**23.2** The Participant will also comply with Ecology's "Certification Regarding Suspension, Debarment, Ineligibility, or Voluntary Exclusion" requirement. For the purposes of this subsection, the term "Recipient/Contractor" is synonymous with "Participant." If the Participant needs to contact Ecology as part of this requirement, they should first contact the Agency Project Manager for further instructions.

**Ecology's Certification Regarding Suspension, Debarment, Ineligibility, or Voluntary Exclusion:**

- A. The Recipient/Contractor, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the Recipient/Contractor is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
- B. The Recipient/Contractor shall provide immediate written notice to Ecology if at any time the Recipient/Contractor learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- C. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, Recipient/Contractor, person, primary covered transaction, principal, proposal,

and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. The Recipient/Contractor may contact Ecology for assistance in obtaining a copy of those regulations.

- D. The Recipient/Contractor agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- E. The Recipient/Contractor further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY, OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- F. Pursuant to 2 CFR 180.330, the Recipient/Contractor is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
- G. The Recipient/Contractor acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
- H. The Recipient/Contractor agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to Ecology before requests for reimbursements will be approved for payment. Recipient/Contractor must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

24. **Nondiscrimination.** During the performance of this agreement, the Participant shall comply with all federal and state nondiscrimination laws, regulations and policies. In the event of the Participant's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled or terminated in whole or in part, and the Participant may be declared ineligible for further contracts with the Agency. The Participant shall, however, be given a reasonable time in which to remedy this noncompliance.

25. **Title VI.** During the performance of this agreement, the Participant, for itself, its assignees and successors in interest agrees as follows:

- A. **Compliance with Regulations**  
The Participant shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.
- B. **Non-discrimination**  
The Participant, with regard to the work performed by it during this agreement, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The Participant shall not participate either directly or indirectly in the discrimination

prohibited by Section 21.5 of the Regulations, including employment practices when this agreement covers a program set forth in Appendix B of the Regulations.

**C. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment**

In all solicitations either by competitive bidding or negotiations made by the Participant for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the Participant of the Participant's obligations under this agreement and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

**D. Information and Reports**

The Participant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Participant is in the exclusive possession of another who fails or refuses to furnish this information, the Participant shall so certify to the Agency, the Washington State Department of Transportation (WSDOT) or the United States Department of Transportation (USDOT) as appropriate, and shall set forth what efforts it has made to obtain the information.

**E. Sanctions for Non-compliance**

In the event of the Participant's non-compliance with the non-discrimination provisions of this agreement, the Agency shall impose such sanctions as it or the USDOT may determine to be appropriate, including, but not limited to: (1) withholding of payments to the Participant under this agreement until the Participant complies, and/or (2) cancelling, terminating, or suspending of this agreement, in whole or in part.

**F. Incorporation of Provisions**

The Participant shall include the provisions of paragraphs (a) through (e) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Participant shall take such action with respect to any sub-contractor or procurement as the Agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the Participant becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Participant may request WSDOT enter into such litigation to protect the interests of the state and, in addition, the Participant may request the USDOT enter into such litigation to protect the interests of the United States.

26. **Utilization of Minority and Women-Owned Business Enterprises (MWBE).** To the extent practicable, when performing the services agreed to under this agreement, the Participant should utilize MWBEs certified by the Office of Minority and Women's Business Enterprises under the State of Washington certification program.
27. **Third-Party Beneficiary.** The State of Washington is named as an express third-party beneficiary of this agreement with full rights as such.

28. **Attorneys' Fees.** In the event of litigation or other action brought to enforce agreement terms, each party agrees to bear its own attorneys' fees and costs.
29. **Severability.** The provisions of this agreement are severable. If any provision is illegal or invalid for any reason whatsoever, that illegality or invalidity shall not affect the validity of the rest of this agreement.
30. **Content and Understanding.** This agreement contains a complete and integrated understanding and agreement between the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

THIS AGREEMENT is executed by the persons signing below, who warrant they have the authority to execute the agreement.

PUGET SOUND CLEAN AIR AGENCY

## KING COUNTY DNR-P-SOLID WASTE

By:

Paul Roth Jr.

Paul Roberts  
Board of Directors, Chair

Date: February 22, 2022

— DocuSigned by:

Document signed by:  


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## Solid Waste Division Director

Feb 11, 2022

Date:

Attest:

By:

  
Cynthia Wang

Cynthia Wang  
Interim Executive Director

Date: 2/15/2022

Approved as to Form:

By:

A curved line starting from a vertical line and curving down and to the right.

Jennifer A. Dold  
Agency Counsel

Date: 2/15/22

Form No. 61-132 (Rev. 02/20- cmb)

## Attachment A: Financial Questionnaire

**Limited Scope Administrative and Financial Review  
for Puget Sound Clean Air Agency Assistance Agreements**

Recipient Name and Address:	<b>Puget Sound Clean Air Agency</b> <b>1904 Third Ave</b> <b>Suite 105</b> <b>Seattle, WA 98101</b>		
Participant Name and Address:			
EIN number:			
Grant: Puget Sound Clean Air Agency – recipient	Reimbursement to:	<b>Grants #:</b> DE-01J98501-0 <b>OTGP-2021-PSCAA-00042</b> <b>OTGP-202-PSCAA-00083</b>	
	Sub-award(federal): \$	<b>Match requirement:</b> 55% of total cost	
Recipient Type	Regulations	OMB Cost Principles	Applicable to Recipient
For-Profit Organizations	2 CFR 200 (federal)	2 CFR 200 Subpart F	Yes No

**Responding Individual(s):**

Name	Title	Phone Number	E-mail

**Questionnaire**

1. Who in your organization/department is responsible for reviewing, approving and signing the sub-award agreement and amendments?
2. Who or which office(s) in your organization is/are responsible for monitoring and overseeing this sub-award? Please list the personnel and titles of the people involved in the process.
3. Who in your organization is responsible for approving payments for disbursements made under this sub-award?
4. Does your organization have written accounting and payroll procedures?
 

<input type="checkbox"/>	Yes
<input type="checkbox"/>	No

## Attachment A: Financial Questionnaire

**Questionnaire**

5. Was your company audited or was a limited scope review performed by an independent auditor? If yes provide the most recent report; in addition, if there were findings or corrective actions required, please explain and attach a brief summary of corrective actions taken or planned to address these.	<input type="checkbox"/> Yes <input type="checkbox"/> No
6. Does your company maintain source documents to support the entries into the financial system?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7. Does your financial management system report and provide for a comparison of outlays for project or fund expenditures with the budget amounts for each grant award, or have the capability to do so?	<input type="checkbox"/> Yes <input type="checkbox"/> No
8. Does your financial management system identify the source of funds for federally sponsored activities with records that show how the funds were used?	<input type="checkbox"/> Yes <input type="checkbox"/> No
9. Does your organization have a policy for retaining records? If yes, what is record retention policy and length of time?	<input type="checkbox"/> Yes <input type="checkbox"/> No
10. Does your organization require employees to fill out timesheets?	<input type="checkbox"/> Yes <input type="checkbox"/> No
11. Are timesheets required to be signed by the individual, supervisor, or both?	<input type="checkbox"/> Yes <input type="checkbox"/> No
12. Are salaries, wages, and benefits applied consistently to both federally and non-federally funded projects?	<input type="checkbox"/> Yes <input type="checkbox"/> No
13. Does your company have written procedures concerning property management and inventory control for items purchased with Federal funds?	<input type="checkbox"/> Yes <input type="checkbox"/> No
14. Does your company specifically track equipment part or serial numbers for items over \$5,000 purchased with federal funds?	<input type="checkbox"/> Yes <input type="checkbox"/> No
15. Are there any recent actions (lawsuits, financial setbacks, etc.) that may adversely affect your company's ability to complete this project?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name &amp; Title \_\_\_\_\_



## 2021 — DERA Grant Eligibility Statement



<b>A. Owner information</b>	
1. Company name:	2. Grant #:
3. Primary contact:	4. E-mail:
5. Mailing address:	
6. Phone #:	
<b>B. Equipment Information</b>	
7. Vehicle type:	8. Engine Tier:
9. Vehicle manufacturer:	10. Engine manufacturer:
11. Vehicle model:	12. Engine model:
13. Vehicle year:	14. Engine year:
15. VIN:	16. Engine ID or Serial #:
17. Annual fuel use (gal/year):	18. Engine size (hp):
19. Annual vehicle miles traveled, VMT (miles/year): (If on-road vehicle)	20. Annual operation (hours/year): (If off-road vehicle)
21. Estimated remaining useful life (hours of operation): Within company: Aftermarket:	
22. Location. Address of existing vehicle:	
Operation in region: King County: ____ %, Kitsap County: ____ %, Pierce County: ____ %, Snohomish County: ____ %	
23. Emissions Benefit. This grant will achieve emission reductions that would not otherwise have occurred by (Check all that apply)	
<input type="checkbox"/> a. Replacing an old diesel yard truck with an electric yard truck rather than another diesel yard truck. <input type="checkbox"/> b. Replacing at least one more truck than originally planned. <input type="checkbox"/> c. Replacing a yard truck ____ years/____ hours of operation ahead of schedule. <input type="checkbox"/> d. Moving the location of a planned replacement project to one with a higher health disparity ranking, where emission reductions will have more of an impact. <input type="checkbox"/> e. Other _____	
<b>C. Authorized Signature</b>	
I certify that the following statements are true regarding the vehicle identified above:	
1. The existing vehicle, engine, or equipment is fully operational.	
2. _____ has owned and operated the vehicle during the last two years. Company name	
3. The existing vehicle has accumulated at least 500 hours/year of operation during the last two years.	
4. The existing vehicle, engine, or equipment will have at least three years (or 1,500 hours) of remaining life at the estimated time of replacement.	
Authorized signature:	Date:
Printed name:	Title:

# U.S. EPA Diesel Emission Reduction Program

## Certificate of Engine/Chassis Destruction

EPA Grantee Name: \_\_\_\_\_

EPA Grant No.: \_\_\_\_\_

Subgrantee Name: \_\_\_\_\_

Vehicle Owner Name: \_\_\_\_\_

Vehicle Owner Address: \_\_\_\_\_

**Old Vehicle/Chassis Information**

Make:		Vehicle ID Number:	
Model:		Odometer Reading:	miles
Year:			

**Old Engine Information**

Make:		Horsepower:	
Model:		ID or Serial No.:	
Year:			

Name of Dismantler: \_\_\_\_\_

Address of Dismantler: \_\_\_\_\_

Date Vehicle Accepted by Dismantler: \_\_\_\_\_

Signature of Dismantler: \_\_\_\_\_

**EPA Grantee/Subgrantee Authorized Representative:**

Date engine/chassis disabled: \_\_\_\_\_

**Statement:** I certify that within 90 days of replacement, the old engine and chassis (where applicable) have been permanently disabled. Disabling the engine consists of cutting or punching a three inch by three inch (3" x 3") hole in the engine block. Disabling the chassis consists of cutting completely through the frame/frame rails on each side of the vehicle/equipment at a point located between the front and rear axles. If other, pre-approved scrappage methods were used, details and documentation are attached. Photos of the disabled engine/chassis that are required pursuant to the Terms and Conditions of the EPA award agreement are attached to this Certificate of Vehicle/Engine Destruction.

Authorized Name: \_\_\_\_\_  
Print Name \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Note: Documentation must include JPEG images of the following, with corresponding file names:

<input type="checkbox"/> 1) Side profile of vehicle	<input type="checkbox"/> 3) Engine label	<input type="checkbox"/> 5) Engine block, prior to hole
<input type="checkbox"/> 2) VIN	<input type="checkbox"/> 4) Chassis rail cut in half	<input type="checkbox"/> 6) Engine block, after hole
<input type="checkbox"/> 7) Others, as needed		