

STATE OF OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY
State Clean Diesel Grant

183660

EPA Grant Number: DS-96077601 (G10026-00), CFDA 66.040, PCA-Project # 51313-A09510-00, DEQ Agreement #067-10

This Agreement is between the State of Oregon, acting by and through its Department of Environmental Quality (DEQ) and
City of Portland (Recipient).

Recipient Data	DEQ Data
Grant Administrator: Michele Crim City of Portland 721 NW 9 th Ave., Suite 350 Portland, OR 97209 503-823-5638 Mcrim@ci.portland.or.us Recipient's Taxpayer ID# :93-6002236	Grant Administrator: Monica Russell Department of Environmental Quality 2020 SW Fourth Ave., Suite 400 Portland, OR 97201 503-229-5097 Russell.monica@deq.state.or.us

- Effective Date and Duration** This Agreement is effective on the date at which every party has signed this Agreement. Unless earlier terminated or extended, this Agreement expires **9/30/2010**.
- Project** The Project is described in Attached Exhibit A. Recipient agrees to perform the Project in accordance with the terms and conditions of this Agreement
- Agreement Documents** This Agreement consists of this document and the attached Exhibits A (Project Requirements), B (Payment Request and Certification), C (MBE/WBE Utilization DEQ 5700-52A), D (Lobbying and Litigation Certificate DEQ5700-53) and E (Engine, Vehicle and Retrofit Equipment List) which are listed in descending order of precedence.
- Grant Funds** DEQ funding for this Agreement is provided through a State Clean Diesel Grant issued to DEQ by the U.S. Environmental Protection Agency (EPA). The maximum, not-to-exceed, grant amount that the DEQ will pay to Recipient is **\$215,320**. This is a cost reimbursement Grant and disbursements will be made only in accordance with the schedule and requirements contained in Exhibit A.
- Subcontracts** Recipient will not enter into any contracts or sub-grants for any of the work scheduled under this Agreement without obtaining prior written consent from the DEQ's Grant Administrator. Any such subcontract, if approved, is subject to such conditions and provisions as DEQ may deem necessary.
- Amendments** The terms of this Agreement will not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **The Recipient must submit a written request including a justification for any amendment to the DEQ Grant Administrator in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before Recipient performs work subject to the amendment. **This Agreement will not be amended after the expiration date.**
- Termination** This Agreement may be terminated by mutual consent of both parties or by DEQ upon written notice to the Recipient. This notice may be transmitted in person, by mail, facsimile, or by Email. If this Agreement is terminated under this Section 7, DEQ will pay Recipient for unpaid approved invoices and for authorized and approved expenses incurred under this Agreement through the date of the termination of the Agreement but not yet billed.
- Funds Available and Authorized** The DEQ certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Agreement within the DEQ current biennial appropriation or limitation. The Recipient understands and agrees that DEQ payment of amounts under this Agreement is contingent on DEQ receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow DEQ, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.
- Performance Reporting**
 - The Recipient must submit quarterly Project Status Reports no later than 15 days after the end of each federal fiscal quarter during the term of this Agreement as described in Exhibit A – Project Requirements #5 – Reporting.** (Federal fiscal quarters end December 31, March 31, June 30 and September 30). The reports must be submitted to the DEQ Grant Administrator and may be provided electronically.
 - The Recipient must submit a Final Report at the completion of the Project and no later than the expiration date of this Agreement as described in Exhibit A – Project Requirements #5 – Reporting.**
- General Administrative Requirements**
 - The Recipient, pursuant to this Agreement assumes sole liability for Recipient's breach of the conditions of the grant, and shall, upon Recipient's breach of grant conditions that requires the State of Oregon to return funds to the grantor, hold

harmless and indemnify the state for an amount equal to the funds which the State of Oregon is required to pay to grantor.

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- (b) Any Grant funds disbursed to Recipient under this Grant Agreement that are expended in violation or contravention of any provisions of this Agreement must be returned to the DEQ. The Recipient will return all funds found by DEQ to have been expended in violation of this Agreement no later than 15 days after DEQ's written demand.
 - (c) All equipment and materials purchased with funds made available by this Agreement must be used only for purposes of the same general nature outlined in this Agreement. The Recipient will immediately notify DEQ of any equipment purchased with funds made available under this Agreement that is removed from service. Disposal of such equipment must be in accordance with 40 CFR 31.32.
 - (d) The Recipient, if a State agency or agency of a political subdivision of the State, agrees to comply with the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962). Regulations under RCRA Section 6002 apply to acquisitions of certain products where the purchase price of such products exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the EPA. These guidelines are listed in 40 CFR 247.
 - (e) The cost principles of 2 CFR Part 220 (Educational Institutions), 2 CFR Part 225 (State, Local or Indian Tribal Government), or to 2 CFR Part 230 (Non-Profit Organizations), are applicable, as appropriate to this award.
 - (f) The Recipient must submit a final request for payment no later than thirty (30) days after the end date of this Agreement.
 - (g) The Recipient agrees to ensure that all conference, meeting, convention, or training space funded in whole or in part by this Agreement comply with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PI 101-391 as amended).
 - (h) The Recipient agrees to comply with the audit requirements prescribed in the Single Audit Act Amendments and revised OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations".
 - (i) The Recipient agrees to comply with the requirements of 40 CFR Part 30 or 40 CFR Part 31, and 40 CFR Part 33 as applicable.
 - (j) The Recipient will include the following term and condition in each procurement contract funded by this Agreement: *"The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under DEQ Grant Agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies."*
 - (k) Recipient agrees that no portion of the federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The Recipient agrees to provide certification to DEQ on FORM DEQ5700-53 at Project completion. FORM DEQ5700-53 is attached as Exhibit D. Recipient shall abide by its respective OMB Circular (A-21, A-87, or A-122), which prohibits the use of federal grant funds for litigation against the United States.
 - (l) Pursuant to Section 18 of the Lobbying Disclosure Act, the Recipient affirms that it is not a nonprofit organization described in Section 501(c) (4) of the Internal Revenue Code of 1986; or that it is a nonprofit organization described in Section 501(c) (4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
 - (m) The Recipient agrees to comply with Title 40 CFR Part 34, *New Restrictions on Lobbying* and if Grant Agreement exceeds \$100,000, Recipient agrees to submit certification and disclosure forms accordingly. Any Recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure. All contracts awarded by the Recipient shall contain, when applicable, the anti-lobbying provision as stipulated in the Appendix of 40 CFR Part 30.
- 11. Management Fees** Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this Grant Agreement. Management fees or similar charges may not be used to improve or expand the Project funded under this Agreement, except to the extent authorized as a direct cost of carrying out the scope of work.
- 12. Consultant Payments** The Recipient will limit payments of federal funds for salaries (excluding overhead) paid to individual consultants retained by Recipients or Recipient's contractors to the maximum daily rate a Level IV of the U.S. Government's Executive Schedule. (As of January 1, 2009 the limit is \$587.20 per day and \$73.40 per hour.) This limit applies to consultation services of individuals with specialized skills who are paid at a daily or hourly rate. This limitation does not apply to contracts with firms for services which are awarded using the procurement requirements in 40 CFR unless the terms of the contract provide the Recipient with responsibility for the selection, direction and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation.
- 13. Suspension and Debarment** Recipient shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions". Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions", includes a term or condition requiring compliance with Subpart C. Recipient may access the Excluded Parties List System at <http://www.epls.gov>.

- 14. Trafficking Victim Protection Act of 2000** Prohibition statement for Recipients who are **private entities**: You as the Recipient, your employees, sub-recipients and sub-recipients' employees may not engage in severe forms of trafficking in persons during the period that this Agreement is in effect; procure a commercial sex act during the period of time that this Agreement is in effect; or use forced labor in the performance of the Grant or sub-grants.
- 15. Drug Free Workplace** The Recipient must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200-36.230.
- 16. Small and Disadvantaged Business Utilization Requirements** The Recipient agrees to comply with the requirements of the EPA Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under Grant Agreements:
- (a) The Recipient accepts the applicable FY2007 Minority Business Enterprise (MBE)/ Women's' Business Enterprise (WBE) "fair share" goals/objectives negotiated with EPA by the DEQ as follows:

Supplies:	.43% MBE	1.28% WBE
Services:	2.58% MBE	4.45% WBE
Equipment:	1.08% MBE	2.69% WBE
 - (b) The Recipient agrees to make the good faith efforts described in 40 CFR 33.301 whenever procuring construction, equipment, services and supplies under this Grant Agreement and to retain records documenting compliance with the six good faith efforts.
 - (c) The Recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.
 - (d) The Recipient agrees to ensure, to the fullest extent possible, that at least the applicable "fair share" objectives of Federal funds for prime contracts or subcontracts for supplies, construction, equipment or services are made available to organizations owned or controlled by socially and economically disadvantaged individuals, women and Historically Black Colleges and Universities.
 - (e) The Recipient agrees to include in its bid documents the applicable "fair share" objectives and require all of its prime contractors to include in their bid documents for subcontracts the negotiated "fair share" percentages.
 - (f) The Recipient agrees to submit FORM DEQ5700-52A "MBE/WBE Utilization- Federal Grant on each April 15 and October 15 during the term of this Agreement. FORM DEQ5700-52A is attached as Exhibit C.
 - (g) If race and/or gender neutral efforts prove inadequate to achieve a "fair share" objective, the Recipient agrees to notify the DEQ in advance of any race and/or gender conscious action it plans to take to more closely achieve the "fair share" objective.
- 17. Small Business in Rural Areas (SBRA)** If a contract is awarded under this Agreement, the Recipient is also required to utilize the affirmative steps listed below.
- (a) Place SBRA's on solicitation lists.
 - (b) Make sure that SBRA's are solicited whenever there are potential sources.
 - (c) Divide total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by SBRA's.
 - (d) Establish delivery schedules, where the requirements of work permit, that would encourage SBRA participation.
 - (e) Use the services of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce, as appropriate.
 - (f) Require the contractor to comply with the affirmative steps outlined above.
- 18. Captions** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.
- 19. Access to Records** The Recipient will maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, the Recipient will maintain any other records pertinent to this Agreement in such a manner as to clearly document Recipient's performance. DEQ, the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts.
- 20. Record Retention** Recipient will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. The Recipient will maintain all retrofit maintenance records, total annual vehicle miles or hours used, and annual vehicle miles traveled or hours used in Oregon for three years after expiration of this Agreement per OAR 340—259-0060.

21. **Compliance with Applicable Law** Recipient will comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work Recipient will comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work performed under this Agreement. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) Equal Pay Act of 1962; (ix) Title IX of Educational Amendments of 1972; (x) Fair Housing Act; (xi) Fair Credit Reporting Act; (xii) Equal Educational Opportunities Act; (xiii) Uniform Relocation Act; (xiv) ORS Chapter 659, as amended; (xv) all regulations and administrative rules established pursuant to the foregoing laws; and (xvi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and (xvii) ORS 279A, ORS 279B, ORS 279C and 40 CFR Part 30 or 40 CFR Part 31 or 40 CFR Part 33 as applicable to Recipient. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated.
22. **False Claim** The Recipient will refer to the DEQ Grant Administrator any credible evidence that a principal, employee, agent, sub-grantee contractor, contractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving funds provided under this Grant Agreement.
23. **Recycled Products** The Recipient agrees to use recycled paper and double sided printing for all reports what are prepared as a part of this Agreement. The Recipient will, to the maximum extent economically feasible in the performance of this Agreement (as defined in ORS 279A.010 (1)(ee)), recycled PETE products (as defined in ORS 279A.010(1)(ff)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(gg)). The Recipient agrees to comply with the requirements of 40 CFR 30.16, as applicable, in giving preference in its procurement programs to the purchase of recycled products.
24. **Indemnity** The Recipient shall defend, save, hold harmless, and indemnify the State of Oregon and DEQ and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities of Recipient or its officers, employees, contractors, or agents under this Agreement or in the implementation of the Project, including but not limited to, all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities of Recipient or its officers, employees, contractors, or agents.
25. **Internal Control Certification** The Recipient certifies that its internal controls are suitably designed, established and operating effectively to ensure that:
- (a) Costs charged to this Grant are allowable costs under this Grant Agreement and in accordance with applicable laws and regulations;
 - (b) Funds provided under this Grant are separately accounted from obligation to expenditure to receipt;
 - (c) Reporting required by this Grant and other applicable laws and regulations is made accurately and timely; and
 - (d) Effective cash management is employed to minimize the time elapsing between the receipt of Grant funds and disbursement, if applicable.
26. **Merger Clause** THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT WILL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, WILL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. THE RECIPIENT, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.
27. **The persons signing this Agreement represent and warrant that they have the power and authority to enter into this Agreement.**

Approved for legal sufficiency by State of Oregon Assistant Attorney General Keith Kutler by email dated: January 25, 2010

APPROVED BY THE RECIPIENT:

Sam Adams, Mayor

Date

APPROVED BY THE DEQ:

APPROVED AS TO FORM

Andrew Ginsburg, Air Quality Division Administrator

Date


CITY ATTORNEY

Joni Hammond, Deputy Director

Date

Index-PCA-Project

Jim Roys, Budget Manager

Date

Recipient: City of Portland

DEQ Agreement No. 067-10

BACKGROUND Diesel is the dominant fuel used by many sectors of the American economy. Diesel engines offer fuel economy, power and durability that is highly valued in many commercial and industrial applications.

While the operational advantages of diesel are clear, diesel engines emit a disproportionate amount of nitrogen oxides and particulate matter, and other toxic air pollutants compared to even gasoline engines. Diesel exhaust contains dozens of toxic substances but one of the leading concerns is the particulate matter that is very small in size (< 2.5 microns - a typical human hair is 70 microns). The small size makes it highly breathable to the deepest part of the lungs. Because of their small size and comparatively large surface area other substances are also absorbed onto these ultra-fine particles, increasing overall toxicity.

Increasingly medical studies link diesel particulate matter to serious public health impacts that range from aggravating asthma to heart and lung problems, cancer and premature mortality. Diesel exhaust also has environmental significance as a global warming contributor as well as adding to visibility impairment and regional haze. Oregonians have an increased risk for these and other health effects at present levels of exposure in everyday life-many times above public health benchmarks. Federal regulations and cleaner fuels are addressing diesel exhaust over time, but existing diesel engines will continue to pollute for another 30 years before older, dirtier engines are removed from service. Retrofitting advanced exhaust controls is a cost effective strategy to improve public health.

DEQ will provide funding to Recipient to retrofit equipment and vehicles with emission control devices. Expected outputs will be a reduction in diesel particulate matter, and increased awareness of and support for future clean diesel projects with a greater adoption of exhaust controls, ultimately leading to widespread health and welfare improvements from reduced emissions.

PROJECT REQUIREMENTS

1. The Recipient will conduct a review of its fleet to determine the best candidates for installation of emission reduction equipment considering the age of the vehicle or equipment, the type of engine, the location of the engine, the type of use, and the annual vehicle miles traveled (or annual hours used for off-road).
2. In compliance with all applicable federal, state and local procurement regulations, the Recipient will purchase and install emission reduction equipment on some or all of the vehicles and equipment listed in Exhibit E. Changes to the list of vehicles and equipment listed in Exhibit E may be made with the prior written approval of the DEQ Grant Administrator.

The selected emission reduction equipment must meet the cost effectiveness threshold of \$250,000 per ton of diesel particulate matter reduced. The selected emissions reduction equipment must reduce, by the greatest degree of emissions reduction available for the particular application of the retrofitted equipment, diesel particulate matter by at least 25 percent compared to baseline emissions for the engine year and specific installation and be:

- (A) Installed by a Qualified Installer as defined in OAR 340-259-0015 (16); and
 - (B) Verified by the United States Environmental Protection Agency (EPA) pursuant to its February 2002 Final Draft Testing Protocol "Generic Verification Protocol for Diesel Catalysts, Particulate Filters and Engine Modifications" or its September 2003 "Generic Verification Protocol for Determination of Emissions Reductions Obtained by Use of Alternative or Reformulated Liquid Fuels, Fuel Additives, Fuel Emulsions, and Lubricants for Highway and Nonroad Use Diesel Engines and Light Duty Gasoline Engines"; or
 - (C) Verified by the California Air Resources Board (CARB) pursuant to Title 13, California Code of Regulations, Chapter 14, "Verification Procedure, Warranty and In-Use Compliance Requirements for In-Use Strategies to Control Emissions from Diesel Engines"; or
 - (D) Approved in writing by the DEQ Project Officer.
3. For three years after the expiration of this Agreement, the Recipient agrees to use the retrofitted vehicle or equipment over 50% of the time in Oregon. For three years after the expiration date of this Agreement, and beginning 12 months after the expiration date of the Grant, the Recipient must report to DEQ the total annual vehicle miles or hours used, and annual vehicle miles traveled or hours used in Oregon in no later than June 30th of each calendar year
 4. For three years after the expiration of this Agreement, the Recipient must maintain the retrofit according to manufacturer's specifications and make the installed emission reduction equipment available to DEQ for inspection. The Recipient must maintain records on retrofit maintenance, the total annual vehicle miles or total hours of equipment usage and the total annual vehicle miles travelled in Oregon and the total annual number of hours equipment was used in Oregon in accordance with Paragraph 20 of this Agreement.

5. REPORTING

- (A) The Recipient must submit quarterly Project Status Reports no later than 15 days after the end of each federal fiscal quarter during the term of this Agreement. **Project Status Report due dates for this Grant Agreement are April 15th 2010, and July 15th 2010**. The Project Status Reports will address the progress made towards the Project goals, including a description of the vehicles or equipment fitted with exhaust controls. In general, the Project Status Reports also include summary information on technical progress and the planned activities for the next federal fiscal quarter.
- (B) The Recipient must submit a Final Report to the DEQ Grant Administrator no later than **9/30/2010**. The Final Report will include a summary of the Project including a list of vehicles and equipment identified by serial number, license number or other unique identifiers that are fitted with exhaust controls, identification of the exhaust technology installed, and the odometer or engine hour meter information as of the installation. The Final Report must also describe actual results (outputs and outcomes) and costs, the successes and lessons learned for the entire Project as well as a summary of all categories of information required for the quarterly Project Status Reports.

The Recipient will immediately notify the DEQ Grant Administrator of any problems, delays or adverse conditions which might materially impair its ability to deliver on the outputs/outcomes specified in this Agreement. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.

The Recipient agrees that it will notice the DEQ Grant Administrator of any favorable developments which might enable meeting schedules and objectives sooner or at less cost than anticipated or producing more beneficial results than originally planned.

INVOICING

1. Recipient must submit monthly requests for cost reimbursement. The invoices must describe all work performed with particularity, including by whom it was performed, and must itemize and explain all expenses for which reimbursement is claimed.
2. Invoices must be accompanied by a completed and signed Payment Request and Certification form (Exhibit B). Supporting documentation must be provided for all expenses for which reimbursement is claimed, including copies of invoices for the purchase and installation of the equipment. **Eligible expenses include only those expenses directly related to the purchase and installation of diesel exhaust after-treatment devices as described above and included in the certified costs described in OAR 340-259-0020.**
3. Invoices for reimbursement of expenses occurring in a State fiscal year (July 1- June 30) must be received no later than the following July 30th.
4. Payments will be based on reimbursement of actual costs authorized by this Agreement. Payment is contingent on compliance with all terms and conditions of this Agreement.
5. Invoices must be sent to **Accounting Office, Department of Environmental Quality, 811 SW Sixth Ave, Portland, OR 97204**. Invoices are subject to the review and approval of the DEQ Project Officer. **Invoice payments will be sent to City of Portland, Attn: John Hunt, City Fleet Manager, 2835 N. Kerby Street, Portland, OR 97227**.
6. The DEQ will withhold a minimum of 10% of total Grant funds for the Project until the Recipient has submitted, and the DEQ has accepted, a Final Report detailing the Project status as described in # 5 - Reporting above, a final Payment Request and Certification form (Exhibit B), final MBE/WBE Utilization Report (Exhibit C) and a Lobbying and Litigation Certificate (Exhibit D).

EXHIBIT B
Oregon Dept. of Environmental Quality
State Clean Diesel Grant

183660

PAYMENT REQUEST AND CERTIFICATION

Recipient Name: City of Portland

DEQ Grant Agreement #: 067-10

Recipient Address: 721 N.W. 9th Ave., Suite 350, Portland, OR. 97209

Recipient Grant Administrator Name/ Phone: Michele Crim, 503-823-5638

Total Amount of Grant Award: \$ 215,320

Total Payments Received to Date: \$ _____

Amount of this Request: \$ _____

=====

RECIPIENT CERTIFICATION

1. I certify that the equipment purchased and installed with funds provided by this Grant Agreement (**select one**) :
- ☐ Was verified by the United States Environmental Protection Agency pursuant to its February 2002 Final Draft Testing Protocol "Generic Verification Protocol for Diesel Catalysts, Particulate Filters and Engine Modifications" or its September 2003 "Generic Verification Protocol for Determination of Emissions Reductions Obtained by Use of Alternative or Reformulated Liquid Fuels, Fuel Additives, Fuel Emulsions, and Lubricants for Highway and Nonroad Use Diesel Engines and Light Duty Gasoline Engines"; **or**
 - ☐ Was verified by the California Air Resources Board pursuant to Title 13, California Code of Regulations, Chapter 14, "Verification Procedure, Warranty and In-Use Compliance Requirements for In-Use Strategies to Control Emissions from Diesel Engines"; **or**
 - ☐ Was approved in writing by the DEQ Project Officer.
2. I certify that a Qualified Installer as defined in OAR 340-259-0015 (16) installed the Retrofit Technology in a manner that meets all warranty conditions. (**Note: Vendor signature may be provided by separate document attached.**)
- ☐ I certify that a Clean Diesel Service Provider installed the Retrofit Equipment. **OR**
 - ☐ I certify that _____ (Employee), is an employee of _____ the Recipient and that the Employee has the necessary skills required to install the Retrofit Technology to meet warranty conditions. I certify that the Employee did install the Retrofit Technology in a manner that meets warranty conditions.

Vendor: _____
(PRINTED NAME AND SIGNATURE)

3. I certify that this certification is true and correct and that all expenditures reported have been made in accordance with the terms and provisions contained in the Agreement.

Recipient Signature: _____
(PRINTED NAME AND SIGNATURE)

APPROVED FOR PAYMENT:	DEQ Grant Administrator:	_____	Date
	DEQ Program Manager:	_____	Date

EXHIBIT C
(Form DEQ5700-52A)

183660

STATE OF OREGON – DEPARTMENT OF ENVIRONMENTAL QUALITY
MBE/WBE UTILIZATION – FEDERAL GRANTS
SEMI-ANNUAL REPORT

PART 1. REPORTS ARE REQUIRED EVEN IF NO PROCUREMENTS ARE MADE DURING THE REPORTING PERIOD.

1A. FEDERAL FISCAL YEAR 200____ (Federal Fiscal Year Oct. 1 – Sept. 30)		1B. REPORTING PERIOD (Federal Fiscal Year): <input type="checkbox"/> 1st (Oct-Mar) <input type="checkbox"/> 2nd(Apr– Sept) <input type="checkbox"/> Check if this is the last report for the Project (Project completed).	
1C. REVISION: Year: ____ Quarter: ____		BRIEFLY DESCRIBE THE REVISIONS YOU ARE MAKING:	
2A. FEDERAL FINANCIAL ASSISTANCE AGENCY US Environmental Protection Agency		3A. REPORTING RECIPIENT (Name and Address) City of Portland 721 NW 9 th Ave., Suite 350 Portland, OR 97209	
2B. DEQ REPORTING CONTACT Monica Russell	2C. PHONE 503-229-5097	3B. REPORTING CONTACT Michele Crim Sustainability Coordinator	3C. PHONE 503-823-5638
4A. FEDERAL GRANT # DS - 96077601 (G10026-00)	PCA- 51313	PROJECT - AGREEMENT A09510-00	067-10
4B. FEDERAL FINANCIAL ASSISTANCE PROGRAM (CFDA)		66.040	
5A. GRANT AMOUNT : 215,320		5B. <input type="checkbox"/> Check if NO procurement and NO accomplishments were made this reporting period. Procurements are all expenditures through contract, order, purchase, lease or barter of supplies, equipment, construction, or services needed to complete work authorized by the Agreement. Accomplishments, in this context, are procurements made with MBEs and/or WBEs.	

5C. Total Procurement and MBE/WBE Accomplishments This Reporting Period (Only include amount not previously reported.)
Were sub-awards issued under this Grant Agreement? ☐ Y ☐ N Were contracts issued under this Grant Agreement? ☐ Y ☐ N
Total Procurement Amount \$ ____ (Include total dollar values awarded by Recipients and sub-recipients.)
Actual MBE/WBE Procurement Accomplished: (Include total dollar values awarded by recipient and sub-recipients.)

	<u>Construction</u>	<u>Equipment</u>	<u>Services</u>	<u>Supplies</u>	<u>Total</u>
\$MBE:	_____	_____	_____	_____	_____
\$WBE:	_____	_____	_____	_____	_____

6. COMMENTS: (If no MBE/WBE procurements were accomplished during the reporting period, please explain what steps you are taking to achieve the MBE/WBE Program requirements specified in the Grant Agreement.)

7. NAME OF AUTHORIZED REPRESENTATIVE	TITLE
8. SIGNATURE OF AUTHORIZED REPRESENTATIVE	DATE

MAIL COMPLETED FORM TO:

Dept. of Environmental Quality - Accounting Office
811 SW Sixth Avenue
Portland OR 97204

EXHIBIT C (Part 2)
 STATE OF OREGON – DEPARTMENT OF ENVIRONMENTAL QUALITY
 MBE/WBE PROCUREMENTS MADE DURING REPORTING PERIOD

PART 2

Procurement Made (check one)		Business Enterprise (check one)		\$ Value of Procurement	Date of Procurement	Type of Product or Service (Enter Code)	Name/Address of MBE/WBE Contractor or Vendor
Recipient	Other	Minority	Women				

Product / Service Codes

1	Construction
2	Supplies
3	Services
4	Equipment

EXHIBIT D

STATE OF OREGON – DEPARTMENT OF ENVIRONMENTAL QUALITY
LOBBYING AND LITIGATION CERTIFICATE
(DEQ5700-53)DEQ Grant Agreement #: 067-10Federal Grant: DS – 96077601 State Clean Diesel Grant
(G10026-00, PCA# 51313, Project# A09510-00)Recipient Name: City of PortlandRecipient Address: 721 NW 9th Ave., Suite 350, Portland, OR 97209Project Name: City of Portland Clean Diesel

I hereby certify that none of the funds awarded under the State of Oregon Department of Environmental Quality State Clean Diesel Grant have been used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

Authorized Signer:

Signature_____
Date

Printed Name / Title: _____

At Project completion, complete this form and submit to:

DEQ Accounting Office
811 SW Sixth Avenue
Portland OR 97204

183660

EXHIBIT E
STATE OF OREGON – DEPARTMENT OF ENVIRONMENTAL QUALITY
ENGINE, VEHICLE AND RETROFIT EQUIPMENT LIST

Recipient: City of Portland	DEQ Agreement #: 067-10
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Vehicle Mfr.	Vehicle Model	VIN #	Engine Mfr.	Engine Model	Engine Model Year	Engine HP	Retrofit Type	Date of Retrofit Installation	Odometer/Hour meter at Retrofit Installation
Freightliner	FL60	014405	Cummins	C8.3	2002	250			
Freightliner	FL70	014002	Cummins	C8.3	2002	250			
Freightliner	FL70	024210	Cummins	C8.3	2002	250			
Sterling	LT9500	014203	Cummins	M11	2002	350			
Sterling	LT9500	014202	Cummins	M11	2002	350			
Sterling	LT9500	014201	Cummins	M11	2002	350			
Sterling	LT9500	014200	Cummins	M11	2002	350			
Sterling	LT9513	014212	Cummins	M11	2002	350			
Sterling	LT9513	014211	Cummins	M11	2002	350			
Sterling	LT9513	014210	Cummins	M11	2002	350			
Freightliner	FL70	015001	Cummins	C8.3	2002	250			
Freightliner	FL70	015002	Cummins	C8.3	2002	250			
Freightliner	FL80	014900	Cummins	C8.3	2002	250			
Freightliner	FL70	004001	Cummins	C8.3	2001	250			
Sterling	M7500	004202	Cummins	C8.3	2001	250			
Sterling	M7500	004203	Cummins	C8.3	2001	250			
Sterling	M7500	004204	Cummins	C8.3	2001	250			
Sterling	M7500	004206	Cummins	C8.3	2001	250			

Vehicle Mfr.	Vehicle Model	VIN #	Engine Mfr.	Engine Model	Engine Model Year	Engine HP	Retrofit Type	Date of Retrofit Installation	Odometer/Hour meter at Retrofit Installation
Sterling	M7500	004208	Cummins	C8.3	2001	250			
Sterling	M7500	004205	Cummins	C8.3	2001	250			
Sterling	LT9500	005004	Cummins	M11	2001	350			
Sterling	LT9500	005005	Cummins	M11	2001	350			
Dodge	Sprinter	063605	Mercedes		2006	180			
Freightliner	MT45	033407	Cummins	C8.3	2003	200			
International	4900	994203	International	DT466	2000	250			
International	4900	994204	International	DT466	2000	250			
International	4900	994206	Cummins	M11	2000	350			
Freightliner	FLD112SD	995008	Cummins	M11	2000	350			
Freightliner	FLD112SD	995009	Cummins	M11	2000	350			
Freightliner	MT45	993401	Cummins	B5.9	2000	200			
Freightliner	MT45	993402	Cummins	B5.9	2000	200			
Freightliner	MT45	993403	Cummins	B5.9	2000	200			
Freightliner	FL70	954208	Cummins	C8.3	1996	250			
Freightliner	FL70	954220	Cummins	C8.3	1996	250			
Freightliner	FL112	995001	Cummins	M11	1999	350			
Freightliner	FL70	954209	Cummins	C8.3	1996	250			
Freightliner	FL70	954210	Cummins	C8.3	1996	250			
White GMC	WG64	954900	Cummins	M11	1996	385			
Freightliner	MT45	033407	Cummins	C8.3	2003	250			
Freightliner	MT45	033408	Cummins	C8.3	2003	250			
Freightliner	FL50	954002	Cummins	C8.3	1996	250			
International	4700	954004	International	DT466	1996	250			
Freightliner	FL50	014013	Cummins	B5.9	2002	200			

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Vehicle Mfr.	Vehicle Model	VIN #	Engine Mfr.	Engine Model	Engine Model Year	Engine HP	Retrofit Type	Date of Retrofit Installation	Odometer/Hour meter at Retrofit Installation
Freightliner	FL50	014014	Cummins	B5.9	2002	200			
Freightliner	FL50	014015	Cummins	B5.9	2002	200			
Freightliner	FL50	994004	Cummins	B5.9	2000	200			
Freightliner	FL50	994005	Cummins	B5.9	2000	200			
Freightliner	FL50	994006	Cummins	B5.9	2000	200			
International	4700	014206	International	DT466	2002	250			
International	4700	014207	International	Dt466	2002	250			
International	4700	014215	International	DT466	2002	250			
International	4700	994207	International	DT466	2000	250			
International	4700	994208	International	DT466	2000	250			
International	4700	994209	International	DT466	2000	250			
Freightliner	FL70	954203	Cummins	C8.3	1996	250			
Freightliner	FL70	954204	Cummins	C8.3	1996	250			
Freightliner	FL70	954205	Cummins	C8.3	1996	250			
Freightliner	FL70	954206	Cummins	C8.3	1996	250			
Freightliner	FL70	954207	Cummins	C8.3	1996	250			
International	4900	994202	International	DT466	2000	250			
International	4900	994203	International	DT466	2000	250			
International	4900	994204	International	DT466	2000	250			
White GMC	WG64	984209	Cummins	M11	1998	350			
White GMC	WG64	984210	Cummins	M11	1998	350			
White GMC	WG64	984211	Cummins	M11	1998	350			
Volvo	WG64	994211	Cummins	M11	2000	350			
White GMC	WG64	86142	Cummins	N14	1994	385			
White GMC	WG64	86209	Cummins	N14	1994	385			

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Vehicle Mfr.	Vehicle Model	VIN #	Engine Mfr.	Engine Model	Engine Model Year	Engine HP	Retrofit Type	Date of Retrofit Installation	Odometer/Hour meter at Retrofit Installation
Freightliner	FL112	995005	Cummins	M11	2000	350			
Freightliner	FL70	967001	Cummins	C8.3	1997	250			
White GMC	WX42	955021	Cummins	M11	1996	350			
Freightliner	FL11060	965010	Cummins	M11	1997	350			
International	4700	004901	International	DT466	2001	250			
International	4700	004902	International	DT466	2001	250			
International	4700	004903	International	DT466	2001	250			
Freightliner	FL50	984000	Cummins	B5.9	1999	200			
Ford	F550	044214	International	6.0	2004	200			
Freightliner	FL70	954200	Cummins	C8.3	1996	250			
Freightliner	FL70	954201	Cummins	C8.3	1996	250			
International	2674	995003	Cummins	M11	1999	350			
Ford	F550	054012	International	6.0	2005	200			
Ford	F550	054229	International	6.0	2005	200			
Freightliner	FL60	014405	Cummins	C8.3	2002	250			