

	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>  Assistance Amendment		ASSISTANCE ID NO.			DATE OF AWARD		
			PRG	DOC ID	AMEND#		06/02/2011	
			2D - 96102001 - 5			TYPE OF ACTION		MAILING DATE
						No Cost Amendment		06/02/2011
RECIPIENT TYPE: State			PAYMENT METHOD: ASAP			ACH# 10109		
RECIPIENT: Connecticut D.E.P. 79 Elm Street Hartford, CT 06106-5127 EIN: 06-6000798			Send Payment Request to: Las Vegas Finance Center, P.O. Box 98515, Las Vegas, NV 89193-8515 Tel: (702) 798-2406; Fax: (702) 798-2423					
PROJECT MANAGER Tracy Babbidge 79 Elm Street Hartford, CT 06106-5127 E-Mail: tracy.babbidge@ct.gov Phone: 860-424-3027			EPA PROJECT OFFICER Cynthia Veit 5 Post Office Square, Suite 100, OEP05-2 Boston, MA 02109-3912 E-Mail: Phone: 617-918-1666		EPA GRANT SPECIALIST MaryEllen Stanis Grants Management Office, OARM16-2 E-Mail: Stanis.MaryEllen@epamail.epa.gov Phone: 617-918-1173			
PAYEE: Connecticut D.E.P. 79 Elm Street Hartford, CT 06106-5127								
PROJECT TITLE AND EXPLANATION OF CHANGES STIMULUS - CT State Clean Diesel Grant Program Time Extension (Amendment); Requesting project and budget period end dates be extended thru 01/31/2012, revised scope of work.								
BUDGET PERIOD 04/20/2009 - 01/31/2012		PROJECT PERIOD 04/20/2009 - 01/31/2012		TOTAL BUDGET PERIOD COST \$1,730,000.00	TOTAL PROJECT PERIOD COST \$1,730,000.00			
<b>NOTICE OF AWARD</b>  Based on your application dated 05/05/2011, including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA), hereby awards \$0. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$1,730,000. Such award may be terminated by EPA without further cause if the recipient fails to provide timely affirmation of the award by signing under the Affirmation of Award section and returning all pages of this agreement to the Grants Management Office listed below within 21 days after receipt, or any extension of time, as may be granted by EPA. This agreement is subject to applicable EPA statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, and all terms and conditions of this agreement and any attachments.								
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)			AWARD APPROVAL OFFICE					
ORGANIZATION / ADDRESS EPA New England 5 Post Office Square, Suite 100 Boston, MA 02109-3912			ORGANIZATION / ADDRESS U.S. EPA, EPA New England  5 Post Office Square, Suite 100 Boston, MA 02109-3912					
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY								
SIGNATURE OF AWARD OFFICIAL Digital signature applied by EPA Award Official		TYPED NAME AND TITLE Mary-Ellen Stanis, Grants Specialist		DATE 06/02/2011				
<b>AFFIRMATION OF AWARD</b>								
BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION								
SIGNATURE 		TYPED NAME AND TITLE Daniel Esty, Commissioner <i>Director, Planning &amp; Program Development</i>		DATE 6/27/11				



## Budget Summary Page



Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$47,544
2. Fringe Benefits	\$28,526
3. Travel	\$0
4. Equipment	\$0
5. Supplies	\$0
6. Contractual	\$0
7. Construction	\$0
8. Other	\$1,640,485
9. Total Direct Charges	\$1,716,555
10. Indirect Costs: % Base	\$13,445
11. Total (Share: Recipient 0.00 % Federal 100.00 %.)	\$1,730,000
12. Total Approved Assistance Amount	\$1,730,000
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$0
15. Total EPA Amount Awarded To Date	\$1,730,000

**Administrative Conditions**

All Administrative Conditions Remain the Same

**Programmatic Conditions**

All Programmatic Conditions Remain the Same

	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>  <b>Assistance Amendment</b>	<b>ASSISTANCE ID NO.</b>			<b>DATE OF AWARD</b> 07/20/2010	
		<b>PRG</b>	<b>DOC ID</b>	<b>AMEND#</b>		
		2D - 96102001 - 4			<b>MAILING DATE</b> 07/20/2010	
		<b>TYPE OF ACTION</b> No Cost Amendment			<b>PAYMENT METHOD:</b> ASAP	
<b>RECIPIENT TYPE:</b> State		<b>Send Payment Request to:</b> Las Vegas Finance Center, P.O. Box 98515, Las Vegas, NV 89193-8515 Tel: (702) 798-2406; Fax: (702) 798-2423				
<b>RECIPIENT:</b> Connecticut D.E.P. 79 Elm Street Hartford, CT 06106-5127 EIN: 06-6000798		<b>PAYEE:</b> Connecticut D.E.P. 79 Elm Street Hartford, CT 06106-5127				
<b>PROJECT MANAGER</b> Tracy Babbidge 79 Elm Street Hartford, CT 06106-5127 E-Mail: tracy.babbidge@ct.gov Phone: 860-424-3027		<b>EPA PROJECT OFFICER</b> Cynthia Veit 5 Post Office Square, Suite 100, OEP05-2 Boston, MA 02109-3912 E-Mail: Veit.Cynthia@epa.gov Phone: 617-918-1666		<b>EPA GRANT SPECIALIST</b> Monique Dillon Grants Management Office 5 Post Office Square, OARM16-2 E-Mail: Dillon.Monique@epa.gov Phone: 617-918-1976		
<b>PROJECT TITLE AND EXPLANATION OF CHANGES</b> STIMULUS - CT State Clean Diesel Grant Program Per your letter request dated June 3, 2010, this amendment is to extend the project period and budget period end dates and to revise funds in the budget category as follows: Reduce Personnel by \$4,953, increase Fringe by \$6,125 increase Other by \$229. The \$4,953 from Personnel will go towards increasing Fringe \$1,401 will be moved from Indirect Charges to bring Fringe up to the total requested, and to increase Other by \$229. This amendment it to also to revised the scope of work for CT DEP that will run a new competition to find a suitable new sub-recipient for the funding that is available due to the former sub-grantee (PWRR) deciding to leave the project. All administrative and programmatic terms and conditions remain unchanged and in full force and effect.						
<b>BUDGET PERIOD</b> 04/20/2009 - 09/30/2011		<b>PROJECT PERIOD</b> 04/20/2009 - 09/30/2011		<b>TOTAL BUDGET PERIOD COST</b> \$1,730,000.00	<b>TOTAL PROJECT PERIOD COST</b> \$1,730,000.00	
<b>NOTICE OF AWARD</b>						
Based on your application dated 06/01/2010, including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA), hereby awards \$0. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$1,730,000. Such award may be terminated by EPA without further cause if the recipient fails to provide timely affirmation of the award by signing under the Affirmation of Award section and returning all pages of this agreement to the Grants Management Office listed below within 21 days after receipt, or any extension of time, as may be granted by EPA. This agreement is subject to applicable EPA statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, and all terms and conditions of this agreement and any attachments.						
<b>ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)</b>			<b>AWARD APPROVAL OFFICE</b>			
<b>ORGANIZATION / ADDRESS</b> EPA New England 5 Post Office Square, Suite 100 Boston, MA 02109-3912			<b>ORGANIZATION / ADDRESS</b> U.S. EPA, EPA New England  5 Post Office Square, Suite 100 Boston, MA 02109-3912			
<b>THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY</b>						
<b>SIGNATURE OF AWARD OFFICIAL</b> Digital signature applied by EPA Award Official		<b>TYPED NAME AND TITLE</b> Monique B. Dillon, Grants Specialist		<b>DATE</b> 07/20/2010		
<b>AFFIRMATION OF AWARD</b>						
<b>BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION</b>						
<b>SIGNATURE</b> 		<b>TYPED NAME AND TITLE</b> Amey W. Marrella, Deputy Commissioner		<b>DATE</b> 8/4/10		



## Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$47,544
2. Fringe Benefits	\$28,526
3. Travel	\$0
4. Equipment	\$0
5. Supplies	\$0
6. Contractual	\$0
7. Construction	\$0
8. Other	\$1,640,485
9. Total Direct Charges	\$1,716,555
10. Indirect Costs: % Base	\$13,445
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %.)	\$1,730,000
12. Total Approved Assistance Amount	\$1,730,000
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$0
15. Total EPA Amount Awarded To Date	\$1,730,000

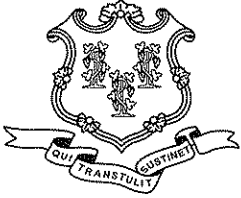
**Administrative Conditions**

All Administrative Conditions Remain the Same

**Programmatic Conditions**

All Programmatic Conditions Remain the Same





STATE OF CONNECTICUT  
DEPARTMENT OF ENVIRONMENTAL PROTECTION



May 28, 2010

Ms. Monique Dillon, Grants Specialist  
U.S. Environmental Protection Agency  
5 Post Office Square – Suite 100  
Grants Management Office (OARM16-2)  
Boston, MA 02109-3912

Dear Monique:

Enclosed, please find the original signed copy of the following Assistance Award document(s):

1. STIMULUS – CT State Clean Diesel Grant Program, **Assistance Id No. 2D-96102001-3.**


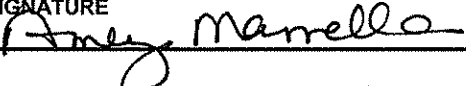
If I can be of any further assistance, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Nancy Schweizer".

Nancy Schweizer  
Fiscal Administrative Manager  
(860) 424-3120

Enclosure

	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>  <b>Assistance Amendment</b>		ASSISTANCE ID NO.			DATE OF AWARD 05/12/2010		
			PRG	DOC ID	AMEND#			
			2D -	96102001	- 3	TYPE OF ACTION No Cost Amendment		MAILING DATE 05/12/2010
			PAYMENT METHOD: ASAP			ACH# 10109		
RECIPIENT TYPE: State			Send Payment Request to: Las Vegas Finance Center, P.O. Box 98515, Las Vegas, NV 89193-8515 Tel: (702) 798-2406; Fax: (702) 798-2423					
RECIPIENT: Connecticut D.E.P. 79 Elm Street Hartford, CT 06106-5127 EIN: 06-6000798			PAYEE: Connecticut D.E.P. 79 Elm Street Hartford, CT 06106-5127					
PROJECT MANAGER		EPA PROJECT OFFICER		EPA GRANT SPECIALIST				
Tracy Babbidge 79 Elm Street Hartford, CT 06106-5127 E-Mail: tracy.babbidge@ct.gov Phone: 860-424-3027		Cynthia Veit 5 Post Office Square, Suite 100, CAB Boston, MA 02109-3912 E-Mail: Veit.Cynthia@epa.gov Phone: 617-918-1666		Monique Dillon Grants Management Office 5 Post Office Square, OARM16-2 E-Mail: Dillon.Monique@epa.gov Phone: 617-918-1976				
PROJECT TITLE AND EXPLANATION OF CHANGES STIMULUS - CT State Clean Diesel Grant Program Per your application request dated March 12, 2010, this grant is being awarded to provide a change in scope of work for the Connecticut Department of Environmental Protection (CT DEP) under the American Recovery & Reinvestment Act (ARRA) of 2009. The ConnDOT part of the project will exceed the originally forecast 170 retrofits, with no change in the amount budgeted to the project. In addition, verified diesel particulate filters (DPFs) may be included as an emission control option for the vehicles in the ConnDOT project. Also, the prior revision request incorrectly listed the total amount allocated for the New Haven Truck Stop Electrification (TSE) project as \$510,000, instead of \$380, 256. All Administrative and programmatic terms and conditions of this award remain unchanged and in full force and effect.								
BUDGET PERIOD 04/20/2009 - 09/30/2010		PROJECT PERIOD 04/20/2009 - 09/30/2010		TOTAL BUDGET PERIOD COST \$1,730,000.00	TOTAL PROJECT PERIOD COST \$1,730,000.00			
<b>NOTICE OF AWARD</b>								
Based on your application dated 03/23/2009, including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA), hereby awards \$0. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$1,730,000. Such award may be terminated by EPA without further cause if the recipient fails to provide timely affirmation of the award by signing under the Affirmation of Award section and returning all pages of this agreement to the Grants Management Office listed below within 21 days after receipt, or any extension of time, as may be granted by EPA. This agreement is subject to applicable EPA statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, and all terms and conditions of this agreement and any attachments.								
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)			AWARD APPROVAL OFFICE					
ORGANIZATION / ADDRESS EPA New England 5 Post Office Square, Suite 100 Boston, MA 02109-3912			ORGANIZATION / ADDRESS U.S. EPA, EPA New England  5 Post Office Square, Suite 100 Boston, MA 02109-3912					
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY								
SIGNATURE OF AWARD OFFICIAL Digital signature applied by EPA Award Official		TYPED NAME AND TITLE Monique B. Dillon, Grants Specialist		DATE 05/12/2010				
<b>AFFIRMATION OF AWARD</b>								
BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION								
SIGNATURE 		TYPED NAME AND TITLE Amey W. Marrella, Deputy Commissioner		DATE 5/25/10				



## Budget Summary Page

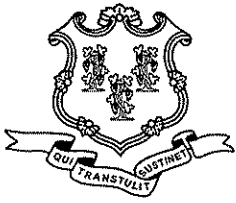
Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$52,497
2. Fringe Benefits	\$22,401
3. Travel	\$0
4. Equipment	\$0
5. Supplies	\$0
6. Contractual	\$0
7. Construction	\$0
8. Other	\$1,640,256
9. Total Direct Charges	\$1,715,154
10. Indirect Costs: % Base	\$14,846
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %.)	\$1,730,000
12. Total Approved Assistance Amount	\$1,730,000
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$0
15. Total EPA Amount Awarded To Date	\$1,730,000

**Administrative Conditions**

All Administrative Conditions Remain the Same

**Programmatic Conditions**

All Programmatic Conditions Remain the Same



STATE OF CONNECTICUT  
DEPARTMENT OF ENVIRONMENTAL PROTECTION



January 27, 2010

Ms. Monique Dillon, Grants Specialist  
U.S. Environmental Protection Agency  
Grants Management Office (MGM)  
Office of Administration & Resource Management  
1 Congress Street, Suite 1100  
Boston, MA 02114-2023

Dear Monique:

Enclosed, please find the original signed copy of the following Assistance Award document(s):

1. STIMULUS – CT State Clean Diesel Grant Program, *Assistance ID No. 2D-96102001-2.*


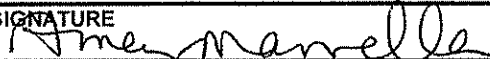
If I can be of any further assistance, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Nancy Schweizer".

Nancy Schweizer  
Fiscal Administrative Manager  
(860) 424-3120

Enclosure

	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>  <b>Assistance Amendment</b>	ASSISTANCE ID NO.			DATE OF AWARD 01/06/2010
		PRG	DOC ID	AMEND#	
		2D - 96102001 - 2			MAILING DATE 01/06/2010
		TYPE OF ACTION No Cost Amendment			
PAYMENT METHOD: ASAP				ACH# 10109	
RECIPIENT TYPE: State		Send Payment Request to: Las Vegas Finance Center, P.O. Box 98515, Las Vegas, NV 89193-8515 Tel: (702) 798-2406; Fax: (702) 798-2423			
RECIPIENT: Connecticut D.E.P. 79 Elm Street Hartford, CT 06106-5127 EIN: 06-6000798		PAYEE: Connecticut D.E.P. 79 Elm Street Hartford, CT 06106-5127			
PROJECT MANAGER Tracy Babbidge 79 Elm Street Hartford, CT 06106-5127 E-Mail: tracy.babbidge@ct.gov Phone: 860-424-3027		EPA PROJECT OFFICER Cynthia Veit 5 Post Office Square, Suite 100, CAB Boston, MA 02109-3912 E-Mail: Veit.Cynthia@epa.gov Phone: 617-918-1666		EPA GRANT SPECIALIST Monique Dillon Grants Management Office 5 Post Office Square, MGM E-Mail: Dillon.Monique@epa.gov Phone: 617-918-1976	
<b>PROJECT TITLE AND EXPLANATION OF CHANGES</b> STIMULUS - CT State Clean Diesel Grant Program Per your letter request dated December 4, 2009, this amendment is to revise the scope of work to continue support for Connecticut Department of Environmental Protection (CT DEP) to reflect the new plot of land that has space for 7 towers with 14 spaces. Without the budget being revised, the distribution of \$510,000.00 allocated to New Haven Truck Stop electrification project will be broken down with \$215,000.00 for electrified towers (original amount was \$280,000.00), \$165,256.00 for site preparation (original amount was \$100,256.00) and \$580.00, the cost of a sign displaying the ARRA Logo. All other terms and conditions of this award remain unchanged and in full force and effect.					
BUDGET PERIOD 04/20/2009 - 09/30/2010		PROJECT PERIOD 04/20/2009 - 09/30/2010		TOTAL BUDGET PERIOD COST \$1,730,000.00	TOTAL PROJECT PERIOD COST \$1,730,000.00
<b>NOTICE OF AWARD</b>					
Based on your application dated 03/23/2009, including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA), hereby awards \$0. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$1,730,000. Such award may be terminated by EPA without further cause if the recipient fails to provide timely affirmation of the award by signing under the Affirmation of Award section and returning all pages of this agreement to the Grants Management Office listed below within 21 days after receipt, or any extension of time, as may be granted by EPA. This agreement is subject to applicable EPA statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, and all terms and conditions of this agreement and any attachments.					
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)			AWARD APPROVAL OFFICE		
ORGANIZATION / ADDRESS EPA New England 5 Post Office Square, Suite 100 Boston, MA 02109-3912			ORGANIZATION / ADDRESS U.S. EPA, EPA New England  5 Post Office Square, Suite 100 Boston, MA 02109-3912		
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY					
SIGNATURE OF AWARD OFFICIAL Digital signature applied by EPA Award Official		TYPED NAME AND TITLE Monique B. Dillon, Grants Specialist			DATE 01/06/2010
<b>AFFIRMATION OF AWARD</b>					
BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION					
SIGNATURE 		TYPED NAME AND TITLE Amey W. Marrella, <del>Assistant</del> Commissioner			DATE 1/25/10





## Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$52,497
2. Fringe Benefits	\$22,401
3. Travel	\$0
4. Equipment	\$0
5. Supplies	\$0
6. Contractual	\$0
7. Construction	\$0
8. Other	\$1,640,256
9. Total Direct Charges	\$1,715,154
10. Indirect Costs: % Base	\$14,846
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %.)	\$1,730,000
12. Total Approved Assistance Amount	\$1,730,000
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$0
15. Total EPA Amount Awarded To Date	\$1,730,000

**Administrative Conditions**

All Administrative Conditions Remain the Same

**Programmatic Conditions**

All Programmatic Conditions Remain the Same

	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>  <b>Assistance Amendment</b>	<b>ASSISTANCE ID NO.</b>			<b>DATE OF AWARD</b> 10/26/2009	
		<b>PRG</b>	<b>DOC ID</b>	<b>AMEND#</b>		
		2D - 96102001 - 1			<b>MAILING DATE</b> 10/26/2009	
		<b>TYPE OF ACTION</b> No Cost Amendment			<b>PAYMENT METHOD:</b> ASAP	
<b>RECIPIENT TYPE:</b> State		<b>Send Payment Request to:</b> Las Vegas Finance Center, P.O. Box 98515, Las Vegas, NV 89193-8515 Tel: (702) 798-2406; Fax: (702) 798-2423				
<b>RECIPIENT:</b> Connecticut D.E.P. 79 Elm Street Hartford, CT 06106-5127 EIN: 06-6000798		<b>PAYEE:</b> Connecticut D.E.P. 79 Elm Street Hartford, CT 06106-5127				
<b>PROJECT MANAGER</b> Tracy Babbidge 79 Elm Street Hartford, CT 06106-5127 E-Mail: tracy.babbidge@ct.gov Phone: 860-424-3027		<b>EPA PROJECT OFFICER</b> Cynthia Veit 1 Congress Street, Suite 1100, CAB Boston, MA 02114-2023 E-Mail: Veit.Cynthia@epa.gov Phone: 617-918-1666		<b>EPA GRANT SPECIALIST</b> Monique Dillon Grants Management Office One Congress Street, MGM E-Mail: Dillon.Monique@epa.gov Phone: 617-918-1976		
<b>PROJECT TITLE AND EXPLANATION OF CHANGES</b> STIMULUS - CT State Clean Diesel Grant Program Amendment #1 revises Administrative Term and Condition #14 Subaward Policy and 1st Administrative Term and Condition #25 Buy American; removes 2nd Administrative Term and Condition #25 Wage Rate Requirements; and replaces all of the Programmatic Terms and Conditions.						
<b>BUDGET PERIOD</b> 04/20/2009 - 09/30/2010		<b>PROJECT PERIOD</b> 04/20/2009 - 09/30/2010		<b>TOTAL BUDGET PERIOD COST</b> \$1,730,000.00	<b>TOTAL PROJECT PERIOD COST</b> \$1,730,000.00	
<b>NOTICE OF AWARD</b>						
Based on your application dated 03/23/2009, including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA), hereby awards \$0. EPA agrees to cost-share <u>100.00%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$1,730,000. Such award may be terminated by EPA without further cause if the recipient fails to provide timely affirmation of the award by signing under the Affirmation of Award section and returning all pages of this agreement to the Grants Management Office listed below within 21 days after receipt, or any extension of time, as may be granted by EPA. This agreement is subject to applicable EPA statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, and all terms and conditions of this agreement and any attachments.						
<b>ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)</b>			<b>AWARD APPROVAL OFFICE</b>			
<b>ORGANIZATION / ADDRESS</b> EPA New England 1 Congress Street, Suite 1100  Boston, MA 02114-2023			<b>ORGANIZATION / ADDRESS</b> U.S. EPA, EPA New England  1 Congress St., Suite 1100, OEP-CAB Boston, MA 02114			
<b>THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY</b>						
<b>SIGNATURE OF AWARD OFFICIAL</b> Digital signature applied by EPA Award Official		<b>TYPED NAME AND TITLE</b> Monique B. Dillon, Grants Specialist		<b>DATE</b> 10/26/2009		
<b>AFFIRMATION OF AWARD</b>						
<b>BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION</b>						
<b>SIGNATURE</b> 		<b>TYPED NAME AND TITLE</b> Amey W. Marrella, Deputy Commissioner		<b>DATE</b> 11/16/09		



Budget Summary Page .

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$52,497
2. Fringe Benefits	\$22,401
3. Travel	\$0
4. Equipment	\$0
5. Supplies	\$0
6. Contractual	\$0
7. Construction	\$0
8. Other	\$1,640,256
9. Total Direct Charges	\$1,715,154
10. Indirect Costs: % Base	\$14,846
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %.)	\$1,730,000
12. Total Approved Assistance Amount	\$1,730,000
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$0
15. Total EPA Amount Awarded To Date	\$1,730,000

## Administrative Conditions

All Administrative Terms and Conditions remain in full force and effect with the exception of the following revisions :

14. SUBAWARD POLICY is revised as follows :

Recipient agrees to follow applicable sub-grant procedures in accordance with 40 CFR Part 30, or Part 31, as appropriate. Subgrants/subawards do not have to be competed; however, successful applicants cannot use subgrants/subawards to avoid requirements in EPA regulations for competitive procurement by using subgrants/subawards to acquire commercial services or products from for-profit organizations.

Recipient agrees to comply with the following when selecting sub-recipients and establishing sub-awards:

- a) to establish all sub-award agreements in writing;
- b) to maintain primary responsibility for ensuring successful completion of the EPA-approved project (this responsibility cannot be delegated or transferred to a sub-recipient);
- c) to ensure that any sub-award(s) comply with the standards in Section 210(a)-(d) of OMB Circular A-133 and will not be used to acquire commercial goods or services for the recipient;
- d) to ensure that any sub-award(s) are awarded to eligible sub-recipient(s) and that proposed sub-award costs are necessary, reasonable, and allocable;
- e) to ensure that any sub-award(s) to 501(c)(4) organizations do not involve lobbying activities;
- f) to monitor the performance of the sub-recipient(s) and ensure that they comply with all applicable regulations, statutes, and terms and conditions which flow down in the sub-award;
- g) to obtain the appropriate consent from the EPA Project Officer prior to making a sub-award to a foreign or international organization, or a sub-award to be performed in a foreign country; and
- h) to obtain prior approval from the EPA Project Officer for any new sub-award work that is not outlined in the approved work plan in accordance with 40 CFR Parts 30.25 and 31.30, as applicable.

Recipient agrees that any questions about the eligibility of a sub-recipient or other issues pertaining to the sub-award(s) will be addressed to the recipient's EPA Project Officer listed on the first page of your assistance award or assistance amendment document.

Recipient agrees to be responsible for selection of any sub-recipient(s) and, if applicable, for conducting sub-award competitions.

Additional information regarding sub-awards may be found at:  
<http://www.epa.gov/ogd/guide/subaward-policy-part-2.pdf>.

Guidance for distinguishing between vendor and sub-recipient relationships and ensuring compliance with Section 210(a)-(d) of OMB Circular A-133 may be found at:  
<http://www.epa.gov/ogd/guide/subawards-appendix-b.pdf> and  
<http://www.whitehouse.gov/omb/circulars/a133/a133.html>

### **Non-profit Subrecipients :**

Subrecipients that are non-profit organizations are subject to the provisions of regulations in 40 CFR Part 30, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations."

### **State and Local Government Subrecipients :**

State and local government sub-recipients are subject to the provisions of regulations in 40 CFR Part 31, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments."

### **For-profit Subrecipients :**

Recipient shall utilize terms and conditions in all subgrants to for-profit sub-recipients that apply the following regulations to for-profit sub-recipients: 40 CFR Sections 30.2, 30.13, 30.14, 30.16, 30.17, 30.18, 30.20, 30.23, 30.25, 30.26(d), 30.28, 30.31, 30.34, 30.35, 30.36, 30.37, 30.40-47, 30.51, 30.53, 30.61, 30.62. For the purposes of applying the listed regulations to for-profit sub-recipients, the Recipient shall perform the functions that the regulations provide will be performed by EPA.

Recipient shall establish a procedure for resolving disputes with for-profit sub-recipients.

Recipient shall not reimburse a for-profit sub-recipient until receipt of documentation that the subrecipient has incurred eligible and allowable costs.

Recipient shall obtain a final report detailing how the subrecipient expended funds in a format prescribed by the Recipient.

Recipient shall ensure that every subgrant includes any clauses required by Federal statute and executive orders and their implementing regulations.

Recipient shall ensure that subrecipients are aware of requirements imposed upon them by Federal statutes and regulations.

**25. BUY AMERICAN USE OF AMERICAN IRON , 'STEEL' AND MANUFACTURED GOODS is revised as follows :**

### **REQUIRED USE OF AMERICAN IRON , STEEL, AND MANUFACTURED GOODS**

#### **Preamble**

Section 1605 of the Recovery Act (Division A, Title XVI, Subtitle D, §1605) states that none of the funds made available under the Recovery Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.

**For the purposes of this Buy American term and condition (as applied to diesel**

emissions reduction projects conducted pursuant to DERA ), EPA has determined that this term and condition applies to projects involving the construction , alteration, maintenance or repair of Truck Stop Electrification (TSE) facilities and projects for the construction, alteration, maintenance or repair of heavy generators (such as those used in public energy production ) which are considered to be public works when a governmental entity is conducting the project .

If a recipient encounters a unique situation that presents uncertainties regarding Buy American applicability, the recipient must discuss the situation with EPA before procuring iron, steel, or manufactured goods for the project.

**Required Use of American Iron , Steel, and Manufactured Goods (not covered under international agreements )-Section 1605 of the American Recovery and Reinvestment Act of 2009.**

The following award term applies to projects for the construction, alteration, maintenance, or repair of a public building or public work that does not involve iron, steel, and/or manufactured goods covered under international agreements:

(a) **Definitions.** As used in this award term and condition—

“Manufactured good” means a good brought to the construction site for incorporation into the building or work that has been--

(1) Processed into a specific form and shape; or

(2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

“Public building” and “public work” means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

“Steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) **Domestic preference.**

(1) This award term and condition implements Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act)(Pub. L. 111-5), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States except as provided in paragraph (b)(3) and (b)(4) of this term and condition.

(2) This requirement does not apply to the material listed by the Federal Government. All “Buy American Waivers” are published in the Federal Register and published at <http://www.epa.gov/recovery/>.

(3) The award official may add other iron, steel, and/or manufactured goods to the list in paragraph (b)(2) of this term and condition if the Federal government determines that—

(i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;



(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

*(c) Request for determination of inapplicability of Section 1605 of the Recovery Act.*

(1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(3) of this term and condition shall include adequate information for Federal Government evaluation of the request, including—

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this term and condition.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this term and condition.

(iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the American Recovery and Reinvestment Act.

(d) **Data.** To permit evaluation of requests under paragraph (b) of this term and condition based on unreasonable cost, the Recipient shall include the following information and any applicable supporting data based on the survey of suppliers :

**FOREIGN AND DOMESTIC ITEMS COST COMPARISON**

Description	Unit of Measure	Quantity	Cost (Dollars)*
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**Item 1:**

Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____
<b>Item 2:</b>	_____	_____	_____
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____

[List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[\* Include all delivery costs to the construction site.]

**Required Use of American Iron, Steel, and Manufactured Goods (covered under International Agreements) –Section 1605 of the American Recovery and Reinvestment Act of 2009.**

The following award term applies to projects for the construction, alteration, maintenance, or repair of a public building or public work that involve iron, steel, and/or manufactured goods covered under international agreements:

**(a) Definitions. As used in this award term and condition—**

**"Designated country" --**

(1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Israel, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore); or

(3) A United States-European Communities Exchange of Letters (May 15, 1995) country:

Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden, and United Kingdom.

**"Designated country iron, steel, and/or manufactured goods" --**

(1) Is wholly the growth, product, or manufacture of a designated country; or

(2) In the case of a manufactured good that consist in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different manufactured good distinct from the materials from which it was transformed.

**"Domestic iron, steel, and/or manufactured good" --**

(1) Is wholly the growth, product, or manufacture of the United States; or

(2) In the case of a manufactured good that consists in whole or in part of materials from another country, has been substantially transformed in the United States into a new and different manufactured good distinct from the materials from which it was transformed. There is no requirement with regard to the origin of components or

subcomponents in manufactured goods or products, as long as the manufacture of the goods occurs in the United States.

"Foreign iron, steel, and/or manufactured good" means iron, steel and/or manufactured good that is not domestic or designated country iron, steel, and/or manufactured good.

"Manufactured good" means a good brought to the construction site for incorporation into the building or work that has been--

- (1) Processed into a specific form and shape; or
- (2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

"Public building" and "public work" means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

"Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

*(b) Iron, steel, and manufactured goods.*

- (1) This award term and condition implements
  - (i) Section 1605(a) of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States; and
  - (ii) Section 1605(d), which requires application of the Buy American requirement in a manner consistent with U.S. obligations under international agreements. The restrictions of section 1605 of the Recovery Act do not apply to designated country iron, steel, and/or manufactured goods. The Buy American requirement in section 1605 shall not be applied where the iron, steel or manufactured goods used in the project are from a Party to an international agreement that obligates the recipient to treat the goods and services of that Party the same as domestic goods and services. This obligation shall only apply to projects with an estimated value of \$7,443,000 or more.

(2) The recipient shall use only domestic or designated country iron, steel, and manufactured goods in performing the work funded in whole or part with this award, except as provided in paragraphs (b)(3) and (b)(4) of this term and condition.

(3) The requirement in paragraph (b)(2) of this term and condition does not apply to the iron, steel, and manufactured goods listed by the Federal Government. All "Buy American Waivers" are published in the Federal Register and published at <http://www.epa.gov/recovery/>.

(4) The award official may add other iron, steel, and manufactured goods to the list in paragraph (b)(3) of this award term and condition if the Federal government determines that--

(i) The cost of domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, and/or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the overall cost of the project by more than 25 percent;

(ii) The iron, steel, and/or manufactured goods is not produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) Request for determination of inapplicability of section 1605 of the Recovery Act or the Buy American Act.

(1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph(b)(4) of this term and condition shall include adequate information for Federal Government evaluation of the request, including—

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(4) of this term and condition.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this term and condition.

(iii) The cost of iron, steel, or manufactured goods shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other appropriate actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods.. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds, as appropriate, by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to the section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods other than designated country iron, steel, and/or manufactured goods is noncompliant with the applicable Act.

(d) Data. To permit evaluation of requests under paragraph (b) of this term and condition based on unreasonable cost, the applicant shall include the following information and any applicable supporting data based on the survey of suppliers:

**FOREIGN AND DOMESTIC ITEMS COST COMPARISON**

Description	Unit of Measure	Quantity	Cost (Dollars)*
<b>Item 1:</b>			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or	_____	_____	_____

manufactured good			
Item 2:	_____	_____	_____
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good			

[List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[\* Include all delivery costs to the construction site.]

2nd #25 WAGE RATE REQUIREMENTS WHICH WAS INADVERTENTLY NUMBER AS 25 IS REMOVED.

### **Programmatic Conditions**

All Programmatic Terms and Conditions are revised as follows:

**1. Substantial Federal Involvement for Cooperative Agreements**

EPA will provide substantial involvement in the form of technical assistance, development of outputs, and oversight. Specifically, substantial federal involvement will take the form of monitoring the project by EPA; participation and collaboration between EPA and the recipient in program content; review of project progress, and quantification and reporting of results; Recipient agrees to comply with 40 C.F.R. 31 for assistance agreements.

**2. Emissions Control Technologies**

Certified engine configurations or verified technologies may be used for Emissions Control Projects funded by the recipient pursuant to this assistance agreement. Technologies are verified under EPA or California's Retrofit Verification Program. See <http://www.epa.gov/otaq/retrofit/retroverifiedlist.htm> for an updated list of EPA's verified technologies and <http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm> for a list of CARB's verified technologies. Any question as to the preference of a retrofit technology, including engine replacement and repowers, should be directed to the EPA Project Officer. Emerging technologies may also be used.

**3. Quarterly Reporting and Environmental Results**

Quarterly progress reports will be required. Quarterly reports are considered project status reports and will address the progress made regarding achieving the work plan goals. In general, quarterly reports will include summary information on technical progress, planned activities for next quarter and expenditures. Award recipients will be provided with additional information and guidance on reporting performance measures and project progress, including those related to the Recovery Act, and a schedule for submission of quarterly reports, after award. Recipient agrees to comply with any other guidance related to the reporting requirements of section 1512 of the Recovery Act issued by the OMB or EPA.

The first reporting period begins at the project start date.

Reporting Period: July 1 - September 30

Reporting Period: October 1 - December 31

Reporting Period: January 1 - March 31

Reporting Period: April 1 - June 30

This quarterly reporting schedule shall be repeated for the duration of the award agreement.

**4. Final Report:**

The final project report will include a summary of the project or activity, actual results (outputs and outcomes) and costs, the successes and lessons learned for the entire project as well as all categories of information required for quarterly reporting. This report shall be submitted to the Project Officer within 90 days after the expiration or termination of the assistance agreement. [In order to facilitate awarding funds from a new fiscal year allocation, it is recommended that the report be completed well before 90 days.] Recipient understands that the final report will include actual emissions benefit calculations and an updated, detailed fleet description. Recipient agrees to comply with Division A, Title XV, Subtitle A, §1512 of the Recovery Act (section 1512) and any other regulations or guidance related to the reporting requirements of section 1512 of the Recovery Act issued by the OMB or EPA.

**5. Use of Funds Restriction :**

For the purposes of implementing this program, the amount of funding used to cover allowable administrative costs, as identified in OMB Circular A-87 Attachment B, may be up to 15 percent of the State's allocation of federal funds.

**6. Delays or Favorable Developments :**

The recipient agrees that it will promptly notify EPA of any problems, delays, or adverse conditions which may materially impair its ability to deliver on the outputs/outcomes specified in the work plan. 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 also notify EPA of any favorable developments which may enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more beneficial results than originally planned.

**7. Procurement and Sub -grant Procedures :**

The recipient must follow applicable procurement and sub-grant procedures. EPA will not be a party to these transactions. If EPA funds are used to purchase goods or services, Recipient agrees to compete the contracts for those goods and services and conduct cost and price analyses to the extent required by the fair and open competition for procurement provisions of 40 CFR Part 31, as appropriate. Approval of a funding proposal does not relieve recipients of their obligations to compete service contracts, conduct cost and price analyses, and use sub-grants only for financial assistance purposes, in accordance with Subpart B Section .210 of OMB Circular A-133.

**8. Employee and/or Contractor Selection :**

EPA will not help select employees or contractors hired by the recipient.

**9. Program Income :**

If program income is generated during the course of the project, program income requirements apply. Program income is defined as gross income received by the grantee or subgrantee directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period. "During the grant period" is the time between the effective date of the award and the ending date of the award reflected in the final financial report. Program income earned during the project period shall be retained by the recipient and, in accordance with 40 CFR

Parts 31.25, recipient is authorized to use program income as follows:

- (a) Program income may be added to funds committed to the project by EPA and recipient and used to further eligible project or program objectives. The program income shall be used for the purposes and under the conditions of the grant agreement.
- (b) Program income may be used to finance the non-Federal share of the project or program, including any mandatory or voluntary cost-share. The amount of the Federal grant award remains the same.
- (c) Deducted from the total project or program allowable cost in determining the net allowable costs on which the Federal share of costs is based. This means that the recipient shall spend program income on project activities before spending/requesting federal funds for project activities. This may result in unspent federal funds at the end of the project period.

The recipient will maintain records adequate to document the extent to which transactions generate program income and the disposition of program income.

#### **10. Scrappage or remanufacture :**

The recipient agrees to complete scrappage or remanufacture in the case of repowers and replacements for all projects funded under this assistance agreement, including subawards/subgrants. To be considered a repower or replacement, the purchase of new vehicles, engines, and equipment must be accompanied by the scrappage or remanufacturing of old vehicles, engines and equipment. The purchase of new vehicles, engines or equipment to expand a fleet is not covered by this assistance agreement.

Scrappage is defined as a permanently disabled engine or vehicle, no longer suitable for use. Engine scrappage can be completed by drilling a hole in the engine block and manifold. Vehicle scrappage requires permanently disabling the chassis, e.g. cutting it in half. Other acceptable scrapping methods may be considered, with EPA approval. Owner/operators of the original vehicle or equipment may retain possession of the scrapped engine and chassis.

If remanufactured, scrapped or salvaged engines/vehicles are to be sold, program income requirements apply. Evidence of appropriate disposal, including the engine serial number and/or Vehicle Identification Number (VIN), is required in a final assistance agreement report submitted to EPA.

For engine repower and/or vehicle replacement, the recipient agrees to the following:

- a. The vehicle, engine, or equipment being replaced will be scrapped within ninety (90) days of the replacement, or the replaced vehicle, engine, or equipment will be returned to the original engine manufacturer for remanufacturing to a cleaner standard;
- b. The replacement vehicle, engine, or equipment will perform the same function as the vehicle, engine, or equipment that is being replaced (e.g., an excavator used to dig pipelines would be replaced by an excavator that continues to dig pipelines);

c. The replacement vehicle, engine, or equipment will be of the same type and similar gross vehicle weight rating or horsepower as the vehicle, engine, or equipment being replaced (e.g., a 300 horsepower bulldozer is replaced by a bulldozer of similar horsepower);

d. Early Replacement: Funds may be used for the early replacement of vehicles, engines and/or equipment. Emission reductions that result from vehicle, engine, or equipment replacements that would have occurred through normal attrition are considered to be the result of normal fleet turnover and are not eligible costs under this assistance agreement. The recipient must provide evidence that the replacement activity would not have occurred without the financial assistance provided by EPA. Supporting evidence can include verification that the vehicles or equipment being replaced have useful life left and fleet characterization showing fleet age ranges and average turnover rates.

e. For tire replacement projects, the original tires should be scrapped according to local or state requirements, or the tires can be salvaged for reuse or retreading. The salvaged value of the original tires must be treated as program income.

#### **11. Uniform Administrative Requirements**

Recipient agrees to comply with 40 C.F.R. Part 31, Uniform Administrative Requirements for Grants and Cooperative Agreements to States and Local Governments.

Work under this agreement must be completed in accordance with the approved work plan submitted with the application. Recipient agrees to obtain the prior approval of EPA for any revision of the scope or objectives of the project or the need to extend the period of availability of funds, in accordance with 40 CFR Section 31.30.

Recipient shall consult the Project Officer regarding whether a budget or work plan revision constitutes a change in the scope or the objective of the project or program.

#### **12. Equipment Disposition**

Equipment is defined as tangible non-expendable personal property including exempt property charged directly to the award having a useful life or more than one year and an acquisition cost of \$5,000 or more per unit. Certified or verified technologies, vehicles, engines and nonroad equipment are considered to be equipment to the extent they fall within this definition.

Recipient agrees that at the end of the project period the equipment acquired under this assistance agreement will be subject to the property disposition regulations at 40 CFR 30.34 or 40 CFR 31.32, as applicable. Specifically, the Recipient is instructed to continue to use the equipment purchased under this assistance agreement in the project or program for which it was acquired for the remainder of its useful life, whether or not the project or program continues to be supported by federal funds and shall not encumber the equipment without approval of EPA.

If a vehicle, engine or nonroad equipment on which a verified or certified technology meeting the definition of equipment is installed reaches the end of its useful life, and the verified or certified technology has a remaining useful life of more than one year, the Recipient is instructed to use the verified or certified technology on another eligible vehicle, engine or nonroad equipment equivalent to the vehicle, engine or



nonroad equipment on which it was originally installed and to continue to use the verified or certified technology for its original purpose until the end of its useful life.

Please be advised that these disposition instructions are applicable to assistance agreement recipients and any other third-party recipients acquiring equipment under this award. State agencies may use, manage and dispose of equipment acquired under assistance agreements in accordance with State laws and procedures.

### 13. Wage Rate Requirements under Section 1606 of the American Recovery and Reinvestment Act of 2009

#### Preamble

Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR Parts 1, 3, and 5 to implement the Davis-Bacon and related Acts (DB). Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-Bacon (DB) contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of DB requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

#### DAVIS BACON PREVAILING WAGE TERM AND CONDITION

The following terms and conditions specify how Recipients will assist EPA in meeting its DB responsibilities when DB applies to EPA awards of financial assistance under the Recovery Act or any other statute which makes DB applicable to EPA financial assistance. If a Recipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB contract provisions, or DB compliance monitoring, it may contact Patricia M. O'Leary for guidance. The Recipient may also obtain additional guidance from DOL's web site at <http://www.dol.gov/esa/whd/recovery/>

##### 1. Applicability of the Davis Bacon prevailing wage requirements.

For the purposes of this term and condition, EPA has determined that all construction, alteration, and repair activity involving the following Diesel Emissions Reduction Act (DERA) projects is subject to DB:

- Construction activities conducted in conjunction with the installation of any diesel

emissions reduction technology, such as the installation of a Truck Stop Electrification (TSE) system.

- Construction activities conducted in conjunction with the installation or replacement of a heavy generator.
- Installation of verified technologies by construction laborers and/or construction mechanics on-site at a construction site on vehicles and/or equipment at the construction site.
- Repower projects conducted by construction laborers and/or construction mechanics on-site at a construction site on vehicles and/or equipment at the construction site.
- Certified vehicle and/or engine replacement projects conducted by construction laborers and/or construction mechanics on-site at a construction site on vehicles and/or equipment at the construction site.

Recipients, Subgrantees, and Borrowers using DERA funding for the projects listed above must comply with the Davis Bacon prevailing wage requirements. Most other DERA funded activities, such as other retrofit, repower, and replacement projects do not trigger DBA requirements. If the Recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the Recipient must discuss the situation with EPA before authorizing work on that site.

## 2. Obtaining Wage Determinations.

(a) The Recipient is responsible for obtaining DB wage determinations from DOL and ensuring the borrowers (Loan Recipients) and subgrantees include the correct wage determinations in solicitations for competitive contracts by way of requests for bids, proposals, quotes or other methods for soliciting contracts (solicitations), new contracts, and task orders, work assignments or similar instruments issued to existing contractors (ordering instruments). Recipients must obtain wage determinations for specific localities at [www.wdol.gov](http://www.wdol.gov).

(b) Recipients shall include a term and condition in all loans and subgrants which ensures that the borrower or subgrantee complies with the above requirements for including wage determinations in solicitations, new contracts and ordering instruments. The Recipient must ensure that prime contracts entered into by borrowers and subgrantees contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

- (i) While the borrower or subgrantee's solicitation remains open, the Recipient shall require that the borrower or subgrantee monitor [www.wdol.gov](http://www.wdol.gov) on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The Recipient shall require that the borrower or subgrantee amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the Recipient may, on behalf of the borrower or subgrantee, request a finding from EPA that there is not a reasonable time to notify interested contractors of the modification of the wage determination. EPA will provide a report of the Agency's finding to the Recipient.
- (ii) If the borrower or subgrantee does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless EPA, at the request of the Recipient, obtains an extension of the 90 day

period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The Recipient shall ensure that borrowers and subgrantees monitor [www.wdol.gov](http://www.wdol.gov) on a weekly basis if the borrower or subgrantee does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current. If the applicable wage determination changes, the RLF Recipient shall provide the borrower or subgrantee with the current wage determination from [www.wdol.gov](http://www.wdol.gov).

(iii) If the borrower or subgrantee carries out a DERA activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the Recipient shall ensure that the borrower or subgrantee inserts the appropriate DOL wage determination from [www.wdol.gov](http://www.wdol.gov) into the ordering instrument.

(c) Recipients shall ensure that borrowers and subgrantees review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a borrower or subgrantee's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the borrower or subgrantee has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the Recipient shall require that the borrower or subgrantee either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The Recipient must ensure that the borrower or subgrantee compensates the contractor for any increases in wages resulting from the use of DOL's revised wage determination. Recipients may, but are not required to, provide additional loan or subgrant funds to the borrower or subgrantee for this purpose.

### 3. Contract and Subcontract Provisions.

(a) The Recipient shall ensure that borrowers and subgrantees insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to DB, the following labor standards provisions.

#### (1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by

regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the applicable wage determination of the Secretary of Labor which the Recipient obtained under the procedures specified in Item 2, above, and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. Recipients shall require that the contractor and subcontractors include the name of the Recipient employee or official responsible for monitoring compliance with DB on the poster.

(ii)(A) The Recipient, on behalf of EPA, shall require that contracts and subcontracts entered into by borrowers and subgrantees provide that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The EPA Award Official shall approve, upon the request of the RLR Recipient an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Recipient and the borrower or subgrantee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Recipient to the EPA Award Official. The Award Official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action

within 30 days of receipt and so advise the award official or will notify the award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Recipient and borrower or subgrantee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Recipient shall provide a report on the disagreement which includes submissions by all interested parties to the EPA Award Official. The Award Official shall refer the questions, including the views of all interested parties and the recommendation of the award official, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Award Official or will notify the Award Official within the 30-day period that additional time is necessary. The Award Official will direct that the Recipient take appropriate action to implement the Administrator's determination.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The Recipient, upon written request of the Award Official or an authorized representative of the Department of Labor, shall withhold or cause the borrower or subgrantee to withhold from the contractor under the affected contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work all or part of the wages required by the contract, EPA may, after written notice to the contractor, or Recipient take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all

laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the borrower or subgrantee and to the Recipient who will maintain the records on behalf of EPA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Recipient for transmission to the EPA, if requested by EPA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the Recipient.

(B) Each payroll submitted to the Recipient shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR Part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR Part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been

made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, EPA may, after written notice to the contractor, Recipient, borrower or subgrantee, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### (4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the

provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this term and condition.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.



(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors), the Recipient, borrower or subgrantee and EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### 4. Contract Provisions for Contracts in Excess of \$100,000

(a) Contract Work Hours and Safety Standards Act. The *Recipient* shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime

wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The *Recipient*, upon written request of the Award Official or an authorized representative of the Department of Labor, shall withhold or cause to withhold from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (a)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

## 5. Compliance Verification

Note: Recipients may require that borrowers or subgrantees verify that contractors and subcontractors comply with DB provisions or conduct compliance verification itself. Recipients must ensure that borrowers and subgrantees understand the compliance verification requirements and can interpret prevailing wage determinations properly before placing the responsibility for compliance verification on borrowers or subgrantees. Moreover, the Recipient remains accountable to EPA for ensuring that the borrowers' and subgrantees' contractors and subcontractors comply with DB.

(a). The Recipient periodically interview, or require that borrowers or subgrantees interview, a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The Recipient must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

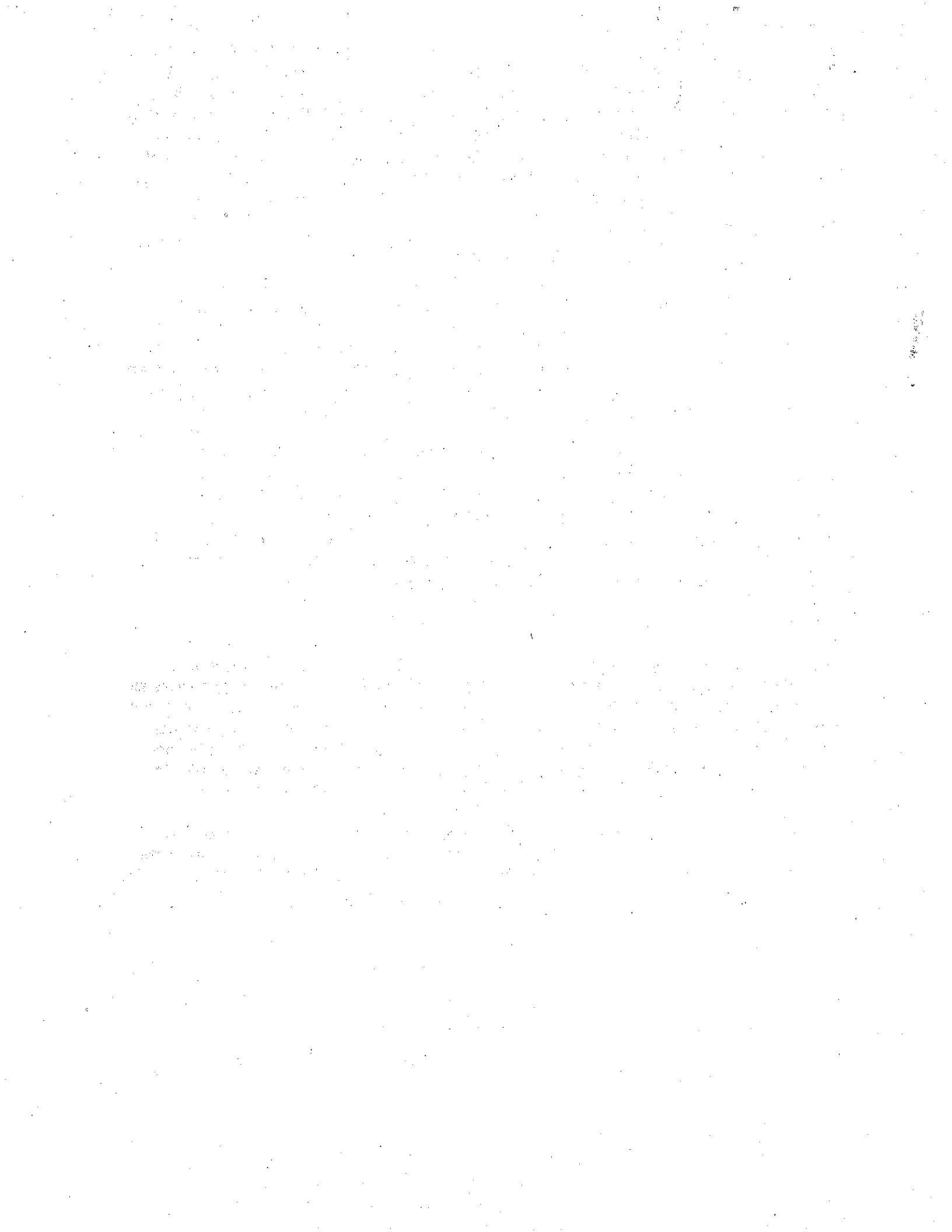
(b) The Recipient shall establish and follow, or ensure that borrowers or subgrantees establish and follow, an interview schedule based on its assessment of the risks of


noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the Recipient, or the borrower or subgrantee, must conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. Recipients, or borrowers or subgrantees, must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. Recipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements that it uncovers itself or that is reported to it by a borrower or subgrantee. All interviews shall be conducted in confidence.

(c). Recipient shall conduct, or require that borrowers or subgrantees periodically conduct, spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Recipient shall establish and follow, or ensure that borrowers or subgrantees follow, a spot check schedule based on an assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the Recipient must spot check, or require that borrowers or subgrantees spot check, payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Recipients must conduct, or require that borrowers or subgrantees conduct, more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the Recipient shall verify, or require that borrower or subgrantees verify, evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d). Recipient shall periodically review, or require that borrowers or subgrantees periodically review, contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Recipients must immediately report, or require that borrowers or subgrantees immediately report, potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/esa/contacts/whd/america2.htm>.



	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>  <b>Grant Agreement</b>	ASSISTANCE ID NO.			DATE OF AWARD 04/08/2009
		PRG	DOC ID	AMEND#	
		2D - 96102001 - 0			MAILING DATE 04/09/2009
		TYPE OF ACTION New			
RECIPIENT TYPE: State		Send Payment Request to: Las Vegas Finance Center, P.O. Box 98515, Las Vegas, NV 89193-8515 Tel: (702) 798-2406; Fax: (702) 798-2423			ACH# 10109
RECIPIENT: Connecticut D.E.P. 79 Elm Street Hartford, CT 06106-5127 EIN: 06-6000798		PAYEE: Connecticut D.E.P. 79 Elm Street Hartford, CT 06106-5127			
PROJECT MANAGER Tracy Babbidge 79 Elm Street Hartford, CT 06106-5127 E-Mail: tracy.babbidge@ct.gov Phone: 860-424-3027		EPA PROJECT OFFICER Cynthia Veit 1 Congress Street, Suite 1100, CAB Boston, MA 02114-2023 E-Mail: Veit.Cynthia@epa.gov Phone: 617-918-1666		EPA GRANT SPECIALIST Monique Dillon Grants Management Office One Congress Street, MGM E-Mail: Dillon.Monique@epa.gov Phone: 617-918-1976	
<b>PROJECT TITLE AND DESCRIPTION</b> STIMULUS - CT State Clean Diesel Grant Program Per your application request dated March 19, 2009, this grant is being awarded to provide funding to the Connecticut Department of Environmental Protection (CT DEP) under the American Recovery & Reinvestment Act (ARRA) of 2009. This project will retrofit up to 170 Connecticut Department of Transportation vehicles and construction vehicles, install a 20-space electrified truck stop at the Port of New Haven, and replace a high-emission locomotive engine with two low-emission generators. More than 10.3 tons of nitrogen oxides and 0.55 tons of particulate matter will be reduced annually from these activities. In addition, the installation of retrofit devices and the electrified truck stop will create jobs in Connecticut.					
BUDGET PERIOD 04/20/2009 - 09/30/2010		PROJECT PERIOD 04/20/2009 - 09/30/2010		TOTAL BUDGET PERIOD COST \$1,730,000.00	
				TOTAL PROJECT PERIOD COST \$1,730,000.00	
<b>NOTICE OF AWARD</b>					
Based on your application dated 03/23/2009, including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA), hereby awards \$1,730,000. EPA agrees to cost-share <u>100.00%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$1,730,000. Such award may be terminated by EPA without further cause if the recipient fails to provide timely affirmation of the award by signing under the Affirmation of Award section and returning all pages of this agreement to the Grants Management Office listed below within 21 days after receipt, or any extension of time, as may be granted by EPA. This agreement is subject to applicable EPA statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, and all terms and conditions of this agreement and any attachments.					
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)			AWARD APPROVAL OFFICE		
ORGANIZATION / ADDRESS EPA New England 1 Congress Street, Suite 1100  Boston, MA 02114-2023			ORGANIZATION / ADDRESS U.S. EPA, EPA New England  1 Congress St., Suite 1100, OEP-CAB Boston, MA 02114		
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY					
SIGNATURE OF AWARD OFFICIAL Digital signature applied by EPA Award Official		TYPED NAME AND TITLE Linda Murphy, Dir. Office of Admin. & Resource Management		DATE 04/08/2009	
<b>AFFIRMATION OF AWARD</b>					
BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION					
SIGNATURE <i>Amey W. Marrella</i>		TYPED NAME AND TITLE Amey W. Marrella, Deputy Commissioner		DATE 4/17/09	

# EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 1,730,000	\$ 1,730,000
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$	\$ 0
State Contribution	\$	\$	\$ 0
Local Contribution	\$	\$	\$ 0
Other Contribution	\$	\$	\$ 0
Allowable Project Cost	\$ 0	\$ 1,730,000	\$ 1,730,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.040 - State Clean Diesel Grant Program (B)	American Recovery and Reinvestment Act of 2009	40 CFR PART 31

## Fiscal

Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
	0901ARR012	0910	E4S	011	101AH4EDS	4112			1,730,000
									1,730,000

## Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$52,497
2. Fringe Benefits	\$22,401
3. Travel	\$0
4. Equipment	\$0
5. Supplies	\$0
6. Contractual	\$0
7. Construction	\$0
8. Other	\$1,640,256
9. Total Direct Charges	\$1,715,154
10. Indirect Costs: % Base	\$14,846
11. Total (Share: Recipient 0.00 % Federal 100.00 %.)	\$1,730,000
12. Total Approved Assistance Amount	\$1,730,000
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$1,730,000
15. Total EPA Amount Awarded To Date	\$1,730,000

## Administrative Conditions

### 1. ADVANCE METHOD OF PAYMENT

In accordance with EPA regulations, the recipient is authorized to receive advance payments under this agreement, provided that the recipient takes action to minimize the time elapsing between the transfer of funds from EPA and the disbursement of those funds.

### 2. DRUG-FREE WORKPLACE CERTIFICATION FOR ALL EPA RECIPIENTS

The recipient organization of this EPA assistance agreement 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. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

Those recipients who are individuals must comply with the drug-free provisions set forth in Title 40 CFR 36.300.

The consequences for violating this condition are detailed under Title 40 CFR 36.510. Recipients can access the Code of Federal Regulations (CFR) Title 40 Part 36 at [http://www.access.gpo.gov/nara/cfr/waisidx\\_06/40cfr36\\_06.html](http://www.access.gpo.gov/nara/cfr/waisidx_06/40cfr36_06.html).

### 3. FINANCIAL REQUIREMENTS

Under the Automated Standard Application for Payments (ASAP), the recipient initiates an electronic or voice-activated telephone payment request which is approved or rejected based on the amount of available funds authorized by EPA in the recipient's account. Approved funds are credited to the recipient organization at the financial institution identified on the recipient's ASAP enrollment application.

The recipient agrees to the following conditions in accepting this assistance agreement:

- (a) Cash draw down will be made only as actually needed for its disbursement;
- (b) The recipient will provide timely reporting of cash disbursements and balances as required;
- (c) The recipient will impose the same standards of timing and reporting on secondary recipients, if any.

Failure on the part of the recipient to comply with the above conditions may cause the undisbursed portions of the assistance agreement to be revoked and financing method changed to a reimbursable basis.

### 4. FINANCIAL STATUS REPORTS /GRANT CLOSE-OUT

#### A) Interim Financial Status Reports (FSR)

An Interim Financial Status Report (FSR-SF269) is to be submitted to the appropriate EPA Grants Management Office 90 days after the anniversary of the project period start date. Interim FSRs should be submitted to:

Environmental Protection Agency



One Congress Street  
Suite 1100, Code MGM  
Boston, MA. 02114

b) Final Financial Status Reports

Pursuant to 40 CFR 31.41(b) and 31.50(b), EPA recipients shall submit a final Financial Status Report - also called the SF269 - to EPA's Las Vegas Finance Center (LVFC), within ninety (90) days after the expiration of the budget period end date. Assistance agreement recipients must also send Federal Cash Transaction Reports (SF-272) annually to the LVFC; the SF-272 is due 15 working days after December 31. Please note that these reports are required by EPA grant regulations (see 40 Code of Federal Regulations §31.41(c)). Completed SF269s and SF272s must be faxed to 702-798-2423 or mailed to the following address: USEPA LVFC, P.O. Box 98515, Las Vegas, NV 89193-8515. The LVFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final Financial Status Report.

C) Closeout

The Administrative Close-out Phase for this grant will be initiated with the submission of a "final" FSR. At that time, the recipient must submit the following forms/reports to the EPA Grants Management Office if applicable:

- Federally Owned Property Report
- An Inventory of all Property Acquired with federal funds
- Contractor's or Grantee's Invention Disclosure Report (EPA Form 3340-3)

Additionally, the recipient's Final Request for Payment should be submitted to the LVFC.

**5. HOTEL-MOTEL FIRE SAFETY**

Pursuant to 40 CFR 30.18, if applicable, and 15 USC 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended).

Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.

**6. LOBBYING AND LITIGATION**

The chief executive officer of this recipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The 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 or for lobbying or other political activities.

**7. RESTRICTIONS ON LOBBYING**

The recipient agrees to comply with Title 40 CFR Part 34, *New Restrictions on Lobbying*. The recipient shall include the language of this provision in award documents for all subawards exceeding \$100,000, and require that subrecipients submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, 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.

#### **8. 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 assistance 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.

#### **9. EXTENSION OF PROJECT /BUDGET PERIOD EXPIRATION DATE (PART 31)**

If a no cost time extension is necessary to extend the period of availability of funds (budget period), the recipient must submit a written request, including a justification as to why additional time is needed and an estimated date of completion to the EPA, Grants Management Office prior to the budget/project period expiration dates. An interim FSR must be submitted along with the request which covers all expenditures and obligations to date.

#### **10. RECYCLING AND WASTE PREVENTION**

In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007) and or 40 CFR 30.16, the recipient agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

#### **11. STATE AGENCIES AND POLITICAL SUBDIVISIONS**

In accordance with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962) any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth. Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price 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 EPA. These guidelines are listed in 40 CFR 247.

#### **12. REIMBURSEMENT LIMITATION**

EPA's financial obligations to the recipient are limited by the amount of federal funding awarded to date as shown on line 15 in its approved EPA budget. If the recipient incurs costs in anticipation of receiving additional funds from EPA, it does so at its own risk. The recipient is responsible for ensuring that projects funded under this agreement avoid unnecessary delays and are completed within the EPA approved budget.

#### **13. SINGLE AUDITS**

In accordance with OMB Circular A-133, which implements the single Audit Act, the recipient hereby agrees to obtain a single audit from an independent auditor if it

expends \$500,000 or more in total Federal funds in any fiscal year. Within nine months after the end of a recipient's fiscal year or 30 days after receiving the report from the auditor, the recipient shall submit a copy of the SF-SAC and a Single Audit Report Package.

The recipient MUST submit a copy of the SF-SAC and a Single Audit Report Package, using the Federal Audit Clearinghouse's Internet Data Entry System. Complete information on how to accomplish the 2008 and beyond Single Audit Submissions is available on the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/fac/>

#### 14. SUBAWARD POLICY

a. The recipient agrees to:

- (1) Establish all subaward agreements in writing;
- (2) Maintain primary responsibility for ensuring successful completion of the EPA-approved project (this responsibility cannot be delegated or transferred to a subrecipient);
- (3) Ensure that any subawards comply with the standards in Section 210(a)-(d) of OMB Circular A-133 and are not used to acquire commercial goods or services for the recipient;
- (4) Ensure that any subawards are awarded to eligible subrecipients and that proposed subaward costs are necessary, reasonable, and allocable;
- (5) Ensure that any subawards to 501(c)(4) organizations do not involve lobbying activities;
- (6) Monitor the performance of their recipients and ensure that they comply with all applicable regulations, statutes, and terms and conditions which flow down in the subaward;
- (7) Obtain EPA's consent before making a subaward to a foreign or international organization, or a subaward to be performed in a foreign country; and
- (8) Obtain approval from EPA for any new subaward work that is not outlined in the approved work plan in accordance with 40 CFR Parts 30.25 and 31.30, as applicable.

b. Any questions about subrecipient eligibility or other issues pertaining to subawards should be addressed to the recipient's EPA Project Officer.

c. The recipient is responsible for selecting its subrecipients and, if applicable, for conducting subaward competitions.

#### 15. 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 (Doing Business with Other Persons)." Recipient is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Recipient may access the Excluded Parties List System at [www.epls.gov](http://www.epls.gov). This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

## 16. TRAFFICKING VICTIM PROTECTION ACT OF 2000

To implement requirements of Section 106 of the Trafficking Victims Protection Act of 2000, as amended, the following provisions apply to this award:

- a. We, as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity: (1) is determined to have violated an applicable prohibition in the Prohibition Statement below; or (2) has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in the Prohibition Statement below through conduct that is either: (a) associated with performance under this award; or (b) imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 1532. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in the Prohibition Statement below.
- b. Our right to terminate unilaterally that is described in paragraph a of this award term: (1) implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and (2) is in addition to all other remedies for noncompliance that are available to us under this award.
- c. You must include the requirements of the Prohibition Statement below in any subaward you make to a private entity.

Prohibition Statement - You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or subawards under the award.

## 17. INDIRECT COSTS

If the recipient's negotiated rate does not extend through the life of the Assistance Agreement, additional indirect cost rate proposal(s) must be submitted until the full life of the Assistance Agreement is covered by negotiated indirect cost rates. The recipient will not charge nor claim for reimbursement any indirect costs that are not covered by a negotiated indirect cost rate. The recipient must submit a copy(ies) of the Indirect Cost Negotiation Agreement(s) to the EPA Region or Headquarters Grants Management Office in order to be eligible to claim indirect costs against this Assistance Agreement.

## 18. REQUIRED CERTIFICATIONS FOR INFRASTRUCTURE INVESTMENTS

Prior to obligating funds for a particular infrastructure investment project, recipient must (a) provide a certification from the Governor or Chief Environmental Executive, as appropriate, stating that (1) the infrastructure investment has received the full review and vetting required by law, and (2) the Governor or Chief Environmental Executive accepts responsibility that the infrastructure investment is an appropriate use of taxpayer dollars; and (b) ensure that the certification is posted on a website and linked

to [www.recovery.gov](http://www.recovery.gov). The certification shall include a description of the investment, the estimated total cost, and the amount of awarded funds to be used. For the purposes of this term and condition, "obligating funds" means entering into a contract requiring payment for specified goods or services or entering into a loan, reserving funds for a loan guarantee or bond issuance, or making a subaward (subgrant) of financial assistance. EPA considers projects for the construction, alteration, maintenance, or repair of Truck Stop Electrification (TSE) facilities to be infrastructure investments. Recipients that conduct TSE projects must comply with this term and condition.

#### **19. REPORTS ON USE OF FUNDS**

The recipient of American Recovery and Reinvestment Act (Recovery Act) funds must report on the use of the funds by submitting the SF-PPR-Recovery form not later than 10 days after the end of each calendar quarter to EPA. The report will be posted to [Recovery.gov](http://Recovery.gov). Recipients and their subrecipients (first-tier) must have a Dun and Bradstreet Universal Numbering System (DUNS) number ([www.dnb.com](http://www.dnb.com)) and must maintain active and current profiles in the Central Contractor Registration ([www.ccr.gov](http://www.ccr.gov)).

Recipient agrees to use an EPA enterprise solution for reporting that reflects guidance from OMB. Specific guidance on the process, procedures, data tables, and schemas for reporting (which will rely on existing services such as the Exchange Network) will be published to recipients no later than 30 days after the OMB publishes its final guidance on recipient reporting. Recipient agrees to comply with any other guidance related to the reporting requirements of section 1512 of the Recovery Act issued by the OMB or EPA.

#### **20. INSPECTOR GENERAL REVIEWS**

In addition to the access to records provisions of 2 CFR 215.53 or 40 CFR 31.42, and in accordance with the provisions of section 1515 of the American Recovery and Reinvestment Act of 2009 (ARRA), recipient agrees to allow any appropriate representative of the Office of Inspector General to (1) examine any records of the recipient, any of its procurement contractors and subcontractors or subgrantees, or any State or local agency administering such contract, that pertain to, and involve transactions relating to, the procurement contract, subcontract, grant or subgrant; and (2) interview any officer or employee of the recipient, subcontractor, grantee, subgrantee, or agency regarding such transactions.

The Grantee is advised that providing false, fictitious or misleading information with respect to the receipt and disbursement of EPA grant funds may result in criminal, civil or administrative fines and/or penalties.

Recipient should be aware that the findings of any review, along with any audits, conducted by an inspector general of a Federal department or executive Agency and concerning funds awarded under ARRA shall be posted on the inspector general's website and linked to [www.recovery.gov](http://www.recovery.gov), except that information that is protected from disclosure under sections 552 and 552a of title 5, United States Code may be redacted from the posted version.

#### **21. PROTECTION OF WHISTLE -BLOWERS**

In accordance with section 1553 of the American Recovery and Reinvestment Act of 2009 (Act), recipient agrees that employees of non-Federal employer receiving covered funds may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's

duties, to the Recovery Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement Agency, a person with supervisory authority over the employee, a court or grand jury, the head of a Federal agency, or their representatives, information that the employee reasonably believes is evidence of (1) gross mismanagement of an agency contract or grant relating to grant funds; (2) a gross waste of covered funds; (3) a substantial and specific danger to public health or safety related to implementation or use of grant funds; (4) an abuse of authority related to implementation or use of covered funds; or (5) a violation of law, rule, or regulation related to a grant awarded or issued relating to covered funds.

## **22. FALSE CLAIM**

The grantee, and its sub-grantees must promptly refer to EPA's Inspector General any credible evidence that a principal, employee, agent, sub-grantee contractor, subcontractor, loan recipient, 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 or sub-grants awarded by the grantee.

## **23. PREFERENCE FOR QUICK-START ACTIVITIES**

(a) Recipient shall use funds in a manner that maximizes job creation and economic benefit.

(b) Recipients using funds for infrastructure investment must give preference to funding activities that can be started and completed expeditiously, including a goal of using at least 50 percent of the funds for activities that can be initiated not later than June 17, 2009. EPA considers projects for the construction, alteration, maintenance, or repair of Truck Stop Electrification (TSE) facilities to be infrastructure investments. Recipients that conduct TSE projects must comply with this term and condition.

## **24. LIMIT ON FUNDS**

Recipient shall not use funds for particular activities for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

## **25. BUY AMERICAN USE OF AMERICAN IRON , STEEL, AND MANUFACTURED GOODS**

EPA considers projects for the construction, alteration, maintenance, or repair of Truck Stop Electrification (TSE) facilities to be a project for the construction, alteration, maintenance, or repair of a public work. Recipients that conduct TSE projects must comply with this term and condition:

None of the funds provided by the grant may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States. EPA will apply this provision in a manner consistent with United States obligations under international agreements. Recipient agrees to comply with any further guidance from OMB applicable to this provision.

This term and condition shall not apply in any case or category of cases in which the Administrator of EPA or a designated Agency official finds that (1) applying the term and condition (a) would be inconsistent with the public interest; (2) iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) inclusion of iron,

steel, and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent.

If the grantee believes that this term and condition does not apply to a transaction financed with funds from this grant either (1) because a waiver is appropriate or (2) the requirement is inapplicable to the transaction, the grantee must submit, in writing, a detailed explanation for its position to EPA's project officer prior to entering into the transaction. The grantee may not proceed with the transaction until it receives written approval from the Administrator or other designated Agency official.

#### **25. WAGE RATE REQUIREMENTS**

All laborers and mechanics employed by contractors and subcontractors funded directly by or assisted in whole or in part with funding under this grant shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor (DOL) in accordance with subchapter IV of chapter 31 of title 40, United States Code. The grantee must include a term and condition requiring compliance with this provision in all loan recipients, procurement contracts and sub-grants and require that loan recipients, procurement contractors and sub-grantees include such a term and condition in subcontract and other lower tiered transactions. The term and condition must require that contractors and subcontractors obtain wage determinations from DOL and comply with DOL guidance and regulations implementing wage rate requirements applicable to ARRA funds.

#### **27. PAYMENT TO CONSULTANTS**

EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. As of January 1, 2009, the limit is \$587.20 per day and \$73.40 per hour. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

Subagreements with firms for services which are awarded using the procurement requirements in 40 CFR 30 or 31, as applicable, are not affected by this limitation 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. See 40 CFR 31.36(j) or 30.27(b).

#### **28. OMB GUIDANCE**

This award is subject to all applicable provisions of implementing guidance for the American Recovery and Reinvestment Act of 2009 issued by the United States Office of Management and Budget, including the Initial Implementing Guidance for the American Recovery and Reinvestment Act (M-09-10) issued on February 18, 2009 and available on [www.recovery.gov](http://www.recovery.gov), and any subsequent guidance documents issued by OMB.

#### **29. ADDITIONAL FUNDING DISTRIBUTION AND ASSURANCE OF APPROPRIATE USE OF FUNDS**

Not later than 45 days after the enactment of the Recovery Act and prior to receiving funds, Recipient must affirm that either (1) the State Governor has certified that the State will request and use funds provided by the Act and the funds will be used to create jobs and promote economic growth, or (2) if funds are not accepted for use by

the Governor of the State, the State legislature has accepted the funds by means of adopting a concurrent resolution. After a State legislature's concurrent resolution, funding within the State shall be distributed to local governments, councils of government, public entities, and public-private entities within the State either by formula or at the State's discretion.

30. The Grantee is advised that providing false, fictitious or misleading information with respect to the receipt and disbursement of EPA grant funds may result in criminal, civil or administrative fines and/or penalties.

### **31. UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES**

#### **GENERAL COMPLIANCE, 40 CFR, Part 33**

The recipient agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises (MBE/WBE) in procurement under assistance agreements, contained in 40 CFR, Part 33.

#### **FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D**

A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements.

#### **Current Fair Share Objective /Goal**

The dollar amount of this assistance agreement is \$250,000, or more; or the total dollar amount of all of the recipient's non-TAG assistance agreements from EPA in the current fiscal year is \$250,000, or more. The Connecticut Department of Environmental Protection (CT DEP) has negotiated the following, applicable MBE/WBE fair share objectives/goals with EPA as follows:

***MBE & WBE: COMBINED 3%***

#### **Negotiating Fair Share Objectives /Goals, 40 CFR, Section 33.404**

If the recipient has not yet negotiated its MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

#### **SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C**

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:



(a) Require DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

(b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

#### **MBE/WBE REPORTING, 40 CFR, Part 33, Sections 33.502 and 33.503**

The recipient agrees to complete and submit EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" beginning with the Federal fiscal year reporting period the recipient receives the award, and continuing until the project is completed. Only procurements with certified MBE /WBEs are counted toward a recipient's MBE/WBE accomplishments. The reports must be submitted annually for the period ending September 30<sup>th</sup> for:

40 CFR Part 30 Recipients (Non-profits and Institutions of Higher Education);  
and  
40 CFR Part 35 Subpart A and Subpart B Recipients.

The reports are due within 30 days of the end of the annual reporting period (October 30<sup>th</sup>). Reports should be sent to :

*Environmental Protection Agency  
One Congress Street, Suite 1100 Code MGM  
Boston, MA. 02114  
Attn: Valerie Bataille*

Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. Your grant cannot be officially closed without all MBE /WBE reports.

EPA Form 5700-52A may be obtained from the EPA Office of Small Business Program's Home Page on the Internet at [www.epa.gov/osbp](http://www.epa.gov/osbp).

**CONTRACT ADMINISTRATION PROVISIONS , 40 CFR, Section 33.302**

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

**BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)**

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

32. This project receives funding under the American Recovery and Reinvestment Act of 2009 (Recovery Act) and the grantee, sub-grantee or loan recipient must display the Recovery Act Logo in a manner that informs the public that the project is a Recovery Act investment. The ARRA logo may be obtained from the EPA grants office listed in this award document. If the EPA logo is displayed along with the Recovery Act logo and logos of other participating entities, the EPA logo must not be displayed in a manner that implies that EPA itself is conducting the project. Instead, the EPA logo must be accompanied with a statement indicating that the grantee, sub-grantee or loan recipient received financial assistance from EPA for the project.

33. Recipients and subrecipients of Recovery Act funds or other Federal financial assistance must comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and a variety of program-specific statutes with nondiscrimination requirements.

Other civil rights laws may impose additional requirements on recipients and subrecipients. These laws include, but are not limited to, Title VII of the Civil Rights Act of 1964 (prohibiting race, color, national origin, religion, and sex discrimination in employment), the Americans with Disabilities Act (prohibiting disability discrimination in employment and in services provided by State and local governments, businesses, and non-profit agencies), and the Fair Housing Act (prohibiting race, color, national origin, age, family status, and disability discrimination in housing), as well as any other applicable civil rights laws.

For questions about these civil rights obligations, please call the EPA's Office of Civil Rights at 202-564-7272 or contact us via e-mail: <http://www.epa.gov/civilrights/comments.htm>.

**34. RESTRICTION ON USE OF FUNDS**

On March 23, 2009, pursuant to the National Environmental Policy Act (NEPA), 42 USC 4321, et seq. and its implementing regulations, 40 CFR Part 6 and 40 CFR Parts 1500 et seq., EPA issued for public comment a Programmatic Environmental Assessment and Preliminary Finding of No Significant Impact (FONSI) for grants awarded under the Diesel Emissions Reduction Act. At the end of the 30-day public comment period, EPA will evaluate all comments and complete the NEPA process either by finalizing the FONSI or preparing an Environmental Impact Statement.

The recipient and/or any sub-recipients shall not begin any implementation work that may receive funds from the grant, such as the installation of diesel retrofit equipment in vehicles, until the environmental review process is completed. The recipient agrees to implement any mitigation measures EPA determines are necessary to comply with NEPA.

### **35. PRE -AWARD COSTS**

This award includes the approval of preaward costs incurred under the American Recovery & Reinvestment Act (ARRA) of 2009 and allows cost to be recovered up to 90 days prior to the award date.

### **Programmatic Conditions**

#### **1. Substantial Federal Involvement**

EPA will provide substantial involvement in the form of technical assistance, development of outputs, and oversight. Specifically, substantial federal involvement will take the form of monitoring the project by EPA; participation and collaboration between EPA and the recipient in program content; review of project progress, and quantification and reporting of results; Recipient agrees to comply with 40 C.F.R. 31 for assistance agreements.

#### **2. Emissions Control Technologies**

Certified engine configurations or verified technologies may be used for Emissions Control Projects funded by the recipient pursuant to this assistance agreement. Technologies are verified under EPA or California's Retrofit Verification Program. See <http://www.epa.gov/otaq/retrofit/retroverifiedlist.htm> for an updated list of EPA's verified technologies and <http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm> for a list of CARB's verified technologies. Any question as to the preference of a retrofit technology, including engine replacement and repowers, should be directed to the EPA Project Officer. Emerging technologies may also be used.

#### **3. Quarterly Reporting and Environmental Results**

Quarterly progress reports will be required. Quarterly reports are considered project status reports and will address the progress made regarding achieving the work plan goals. In general, quarterly reports will include summary information on technical progress, planned activities for next quarter and expenditures. Award recipients will be provided with additional information and guidance on reporting performance measures and project progress, including those related to the Recovery Act, and a schedule for submission of quarterly reports, after award. Recipient agrees to comply with any other guidance related to the reporting requirements of section 1512 of the Recovery Act issued by the OMB or EPA.

#### **4. Final Report:**

The final project report will include a summary of the project or activity, actual results (outputs and outcomes) and costs, the successes and lessons learned for the entire project as well as all categories of information required for quarterly reporting. This report shall be submitted to the Project Officer within 90 days after the expiration or termination of the assistance agreement. [In order to facilitate awarding funds from a new fiscal year allocation, it is recommended that the report be completed well before 90 days.] Recipient agrees to comply with any other guidance related to the reporting requirements of section 1512 of the Recovery Act issued by the OMB or EPA.

**5. Use of Funds Restriction :**

For the purposes of implementing this program, the amount of funding used to cover allowable administrative costs, as identified in OMB Circular A-87 Attachment B, may be up to 15 percent of the State's allocation of federal funds.

**6. Delays or Favorable Developments :**

The recipient agrees that it will promptly notify EPA of any problems, delays, or adverse conditions which may materially impair its ability to deliver on the outputs/outcomes specified in the work plan. 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 also notify EPA of any favorable developments which may enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more beneficial results than originally planned.

**7. Procurement and Sub-grant Procedures :**

The recipient must follow applicable procurement and sub-grant procedures. EPA will not be a party to these transactions. Approval of a funding proposal does not relieve recipients of their obligations to compete service contracts, conduct cost and price analyses, and use sub-grants only for financial assistance purposes, in accordance with Subpart B Section .210 of OMB Circular A-133.

**8. Employee and/or Contractor Selection :**

EPA will not help select employees or contractors hired by the recipient.

**9. Scrappage or remanufacture :** The recipient agrees to complete scrappage or remanufacture in the case of repowers and replacements for all projects funded under this assistance agreement, including subawards/subgrants. To be considered a repower or replacement, the purchase of new vehicles, engines, and equipment must be accompanied by the scrappage or remanufacturing of old vehicles, engines and equipment. The purchase of new vehicles, engines or equipment to expand a fleet is not covered by this assistance agreement.

Scrappage is defined as a permanently disabled engine or vehicle, no longer suitable for use. Engine scrappage can be completed by drilling a hole in the engine block and manifold. Vehicle scrappage requires permanently disabling the chassis, e.g. cutting it in half. Other acceptable scrapping methods may be considered, with EPA approval. Owner/operators of the original vehicle or equipment may retain possession of the scrapped engine and chassis.

If scrapped or salvaged engines/vehicles are to be sold, program income requirements apply. Evidence of appropriate disposal, including the engine serial number and/or Vehicle Identification Number (VIN), is required in a final assistance agreement report submitted to EPA.

For engine repower and/or vehicle replacement, the recipient agrees to the following:

- a. The vehicle, engine, or equipment being replaced will be scrapped within ninety (90) days of the replacement, or the replaced vehicle, engine, or equipment will be returned to the original engine manufacturer for remanufacturing to a cleaner standard;

- b. The replacement vehicle, engine, or equipment will perform the same function as the vehicle, engine, or equipment that is being replaced (e.g., an excavator used to dig pipelines would be replaced by an excavator that continues to dig pipelines);
- c. The replacement vehicle, engine, or equipment will be of the same type and similar gross vehicle weight rating or horsepower as the vehicle, engine, or equipment being replaced (e.g., a 300 horsepower bulldozer is replaced by a bulldozer of similar horsepower);
- d. Early Replacement: Funds may be used for the early replacement of vehicles, engines and/or equipment. Emission reductions that result from vehicle, engine, or equipment replacements that would have occurred through normal attrition are considered to be the result of normal fleet turnover and are not eligible costs under this assistance agreement. The recipient must provide evidence that the replacement activity would not have occurred without the financial assistance provided by EPA. Supporting evidence can include verification that the vehicles or equipment being replaced have useful life left and fleet characterization showing fleet age ranges and average turnover rates.
- e. For tire replacement projects, the original tires should be scrapped according to local or state requirements, or the tires can be salvaged for reuse or retreading. The salvaged value of the original tires must be treated as program income.

#### **10. Uniform Administrative Requirements**

Recipient agrees to comply with 40 C.F.R. Part 31, Uniform Administrative Requirements for Grants and Cooperative Agreements to States and Local Governments.

Work under this agreement must be completed in accordance with the approved work plan submitted with the application dated 3/20/09. Recipient agrees to obtain the prior approval of EPA for any revision of the scope or objectives of the project or the need to extend the period of availability of funds, in accordance with 40 CFR Section 31.30.

Recipient shall consult the Project Officer regarding whether a budget or work plan revision constitutes a change in the scope or the objective of the project or program.

#### **11. NEPA Requirements**

On March 23, 2009, pursuant to the National Environmental Policy Act (NEPA), 42 USC 4321, et seq. and its implementing regulations, 40 CFR Part 6 and 40 CFR Parts 1500 et seq., EPA issued for public comment a Programmatic Environmental Assessment and Preliminary Finding of No Significant Impact (FONSI) for grants awarded under the Diesel Emissions Reduction Act. At the end of the 30-day public comment period, EPA will evaluate all comments and complete the NEPA process either by finalizing the FONSI or preparing an Environmental Impact Statement. The recipient and/or any sub-recipients shall not begin any implementation work that may receive funds from the grant, such as the installation of diesel retrofit equipment in vehicles, until the environmental review process is completed. The recipient agrees to implement any mitigation measures EPA determines are necessary to comply with NEPA.