



Incentive Programs Year 22

Grant Agreement
Orientation
For Contractors



Introductions



Kathy Keehan

Supervising Air Resources Specialist

Robert Mercado, Eric Luther

Air Quality Specialists

Kai Lopez, Heidi Gabriel-Pack, Hugo Salgado

Air Resources Specialists

Bergen Tomlinson

Administrative Analyst III

Andrea Rios

Air Resources Aide

Contact information is located on a slide at the end of the presentation

- Project Types
 - Replacement (off-road equipment and on-road vehicle), marine vessel repower, off-road repower, infrastructure
- Recitals Page
 - W9 and 590 Forms
- Article III – Scope of Work
- Attachment A – Status Report
 - Applicable to all project types
- Notifying the District
- Article IV – Compensation (Grant Reimbursement)
- Frequently Asked Questions
- Contact List and Helpful Webpages
- Questions

APCD Grant Agreement Orientation Agenda

- Equipment/Vehicle Replacement
 - The baseline (old) equipment and engine are destroyed and scrapped. A like-for-like replacement is purchased.
- Marine Vessel Repower
 - The baseline engine is removed from the vessel then destroyed and scrapped. The vessel is then repowered with a new engine.
- Off-Road Repower
 - The baseline engine is removed from the equipment then destroyed and scrapped. The equipment is then repowered with a new engine.
- Infrastructure
 - Adding alternative fueling/battery charging stations on site.

Project Types

Recitals

AIR POLLUTION CONTROL DISTRICT
COUNTY OF SAN DIEGO
GRANT AGREEMENT WITH [REDACTED]
FARMER PROGRAM (FY2018-19)
OFF-ROAD EQUIPMENT REPLACEMENT PROJECT

This Grant Agreement is made and entered into on the Effective Date shown on the Signature Page, by and between the County of San Diego Air Pollution Control District, a public agency of the State of California, hereinafter called "District," and [REDACTED] existing under the laws of the State of California, located at [REDACTED], hereinafter called "Contractor."

RECITALS:

WHEREAS, the Air Pollution Control Board (APCB), by its action on April 25, 2018 (APCB Minute Order No. 2), authorized the Air Pollution Control District to apply for and accept funding from the California Air Resources Board (CARB) for the FARMER Program (FY2018-19) (Program), and to comply with the requirements of that program which include the negotiation and execution of a Grant Agreement;

WHEREAS, the purpose of the Program is to provide incentives to contractors, which will assist the District in attaining federal and State air quality standards. Under this Program, the District provides cash incentives to be used toward the voluntary purchase of cleaner-than-required equipment (e.g. engines, equipment, vehicles, and emission reduction technologies) in accordance with the March 2018 FARMER Guidelines and October 2019 Modifications (Program Guidelines);

WHEREAS, one of the approved projects is for [REDACTED], to replace [REDACTED] [REDACTED] (Project) using Program funds in an amount not to exceed [REDACTED], as approved by the APCB on June 25, 2019 (AP01: Operational Plan);

WHEREAS, the District desires performance of the work specified in this Grant Agreement, and whereas the Contractor agrees to perform or otherwise complete the work subject to the following conditions as well as the Program [Guidelines](#);

WHEREAS, Contractor desires to receive the incentive funds specified in this Grant Agreement, and possesses the skills, experience, education, and competency to perform and/or complete the required [work](#);

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the promises, and mutual covenants and agreements herein contained, the parties agree as follows:

**ARTICLE I
PERFORMANCE OF WORK**

- A. Standard of Performance. Contractor shall, in good and workmanlike manner and in accordance with the highest professional standards, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, facilities, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by the District, necessary or proper to perform and complete the work required of Contractor by this Grant Agreement. Contractor agrees to perform or otherwise complete the work

W9

Form
590

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►	
	<input type="checkbox"/> Other (see instructions) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):		
Exempt payee code (if any) _____		
Exemption from FATCA reporting code (if any) _____		
(Applies to accounts maintained outside the U.S.)		
5 Address (number, street, and apt. or suite no.) See Instructions.		
Requester's name and address (optional)		
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-					
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here	Signature of U.S. person ►	Date ►

2019 Withholding Exemption Certificate**590**

The payee completes this form and submits it to the withholding agent. The withholding agent keeps this form with their records.

Withholding Agent Information

Name _____

Payee Information

Name _____

☐ SSN or ITIN ☐ FEIN ☐ CA Corp no. ☐ CA SOS file no.

Address (apt./ste., room, PO box, or PMB no.) _____

City (If you have a foreign address, see Instructions.) _____

State _____

ZIP code _____

Exemption Reason**Check only one box.**

By checking the appropriate box below, the payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

☐ **Individuals — Certification of Residency:**

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☐ **Corporations:**

The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☐ **Partnerships or Limited Liability Companies (LLCs):**

The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

☐ **Tax-Exempt Entities:**

The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

☐ **Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit-Sharing Plans:**

The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

☐ **California Trusts:**

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

☐ **Estates — Certification of Residency of Deceased Person:**

I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

☐ **Nonmilitary Spouse of a Military Servicemember:**

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE OF PAYEE: Payee must complete and sign below.To learn about your privacy rights, how we may use your information, and the consequences for not providing the requested information, go to ftb.ca.gov/forms and search for **1131**. To request this notice by mail, call 800.852.5711.

Under penalties of perjury, I declare that I have examined the information on this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare under penalties of perjury that if the facts upon which this form are based change, I will promptly notify the withholding agent.

Type or print payee's name and title _____

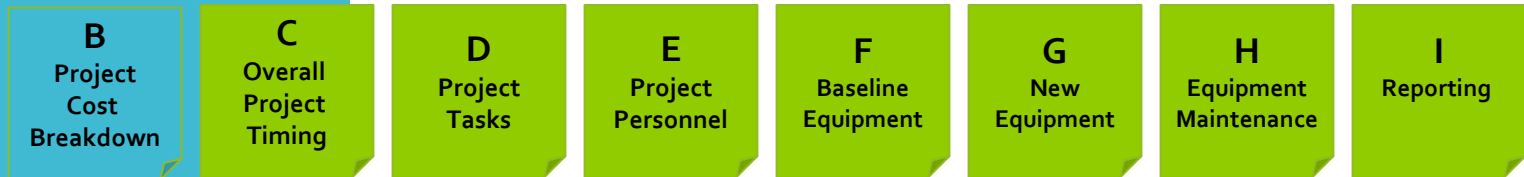
Telephone (_____) _____

Payee's signature ► _____

Date _____

Article III

– Scope of Work



Article III – Scope of Work B Project Cost Breakdown

Unit # Application #	Project Description	Estimated Costs ¹ (equipment/ installation)	Maximum Program Grant	Contractor Match/ Ineligible costs
AMT622 APCD2020-ORPL-0002	Replacement	\$15,109	\$11,331	\$3,778
TOTALS		\$15,109	\$11,331	\$3,778
Total Contract Amount		\$11,331		

¹The total project equipment replacement cost may include charges for the following:

- Only the minimum attachments normally sold with the original equipment, as determined by the District, are eligible for reimbursement on the replacement equipment.
- Incentive funding can only be used to pay for items essential to the operation of the equipment.

B
Project
Cost
Breakdown

C
Overall
Project
Timing

D
Project
Tasks

E
Project
Personnel

F
Baseline
Equipment

G
New
Equipment

H
Equipment
Maintenance

I
Reporting

Article III – Scope of Work

B. Project Cost Breakdown

Examples of Ineligible Costs

Off-Road Replacement

- Attachments that were never a part of the baseline equipment. (e.g., extra buckets)

Off-Road Repower

- Tires, axles, paint, brakes, and mufflers

Infrastructure

- Existing station upgrade
- Fuel and energy costs
- Property purchase/leases

Marine Vessel Repowers

- Rudders or propellers
- Any parts involved with the steering system
- Sea trials
- Dry docking (yardage/layover) fees
- Transmission (if not requested during application)

On-Road Replacement

- Parts not integrated into the vehicle (however, some specific provisions for emergency vehicles).

B
Project
Cost
Breakdown

C
Overall
Project
Timing

D
Project
Tasks

E
Project
Personnel

F
Baseline
Equipment

G
New
Equipment

H
Equipment
Maintenance

I
Reporting

Article III – Scope of Work

C. Project Timing

D. Overall Project Timing

1. The replacement equipment must not have been purchased prior to the effective date of this Grant Agreement.
2. Contractor shall complete the equipment replacement activities as described in Section E. All replacement equipment shall be operational no later than May 31, 2022.
3. Contractor shall provide periodic Status Reports (Attachment A-2) as described in Section J. 1. The final Status Report is due no later than May 31, 2029.

Note: Completion dates are dependent on the state regulations your diesel equipment is subject to and how long you have before you must upgrade your existing equipment.

B
Project
Cost
Breakdown

C
Overall
Project
Timing

D
Project
Tasks

E
Project
Personnel

F
Baseline
Equipment

G
New
Equipment

H
Equipment
Maintenance

I
Reporting

What is the Effective Date?

SIGNATURE PAGE

EFFECTIVE DATE: The Effective Date of this Grant Agreement shall be the latest date set forth in the signature lines below.

AGREEMENT TERM: The Agreement Term of this Grant Agreement shall start on the Effective Date and end the earlier of 1) June 30, 2029, or 2) one month after the project implementation and reporting requirements are completed. The project shall be completed and become operational no later than May 31, 2022, with project implementation and reporting requirements continuing until the earlier of 1) May 31, 2029, or 2) submission of seven completed annual reports.

Note: The effective date will match the date the San Diego Air Pollution Control Officer (APCO) signs the grant agreement.

B
Project
Cost
Breakdown

C
Overall
Project
Timing

D
Project
Tasks

E
Project
Personnel

F
Baseline
Equipment

G
New
Equipment

H
Equipment
Maintenance

I
Reporting

An Executed Contract

Contractor's
Signatory
and Date

**AIR POLLUTION CONTROL DISTRICT
COUNTY OF SAN DIEGO**
GRANT AGREEMENT WITH [REDACTED]
FARMER PROGRAM (FY2018-19)
OFF-ROAD EQUIPMENT REPLACEMENT PROJECT

SIGNATURE PAGE

EFFECTIVE DATE: The Effective Date of this Grant Agreement shall be the latest date set forth in the signature lines below.

AGREEMENT TERM: The Agreement Term of this Grant Agreement shall start on the Effective Date and end June 30, 2031. The project shall be completed and become operational no later than May 31, 2021, with project implementation and reporting requirements continuing until May 31, 2031.

COMPENSATION: The District agrees to pay Contractor a sum not to exceed FORTY-ONE THOUSAND, NINE HUNDRED EIGHTY-SEVEN DOLLARS (\$41,987). The maximum contract amount shall not exceed the maximum funding level corresponding to the most current cost-effectiveness limits, nor the maximum percentage of total allowable costs eligible for Program funding.

COR: The District has designated the following individual as the Contracting Officer's Representative (COR):
Kim Impreso, 10124 Old Grove Rd, San Diego, CA 92131
Tel No: (858) 586-2738 and Fax No: (858) 586-2601
Email address: Kim.Impreso@sdcounty.ca.gov

CONTRACTOR'S REPRESENTATIVE
The Contractor's Representative, [REDACTED] shall review all contract documents and return one electronically signed copy to the District. Once the contract is fully executed, an electronically signed copy will be sent to the Contractor.

DISCLOSURE OF FUNDS
By signing below, Contractor certifies that Contractor has disclosed all funding sources it has applied for or received for the equipment specified in this Grant Agreement, including but not limited to, funding sources from other districts or CARB, and that the Contractor will notify the District of additional sources of funding received for the total cost of the equipment specified in this Grant Agreement, including any sources that become available after contract execution. Failure to comply with these disclosure requirements may disqualify applicants from funding for the equipment specified in this Grant Agreement, as well as submittal of applications for future incentive program solicitations.

IN WITNESS WHEREOF, the parties hereto have caused this Grant Agreement to be executed on the dates written below.

FOR CONTRACTOR: By: [REDACTED] Date: [REDACTED]	FOR THE DISTRICT: [REDACTED], Air Pollution Control Officer Date: [REDACTED]
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APCO's Signature
Effective Date

County Counsel's
Signature

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

BY: [REDACTED]
SENIOR DEPUTY

APCD2019-CARL-0014

Page 24 of 24

Article III – Scope of Work

D. Project Tasks

Off-Road Equipment Replacement Example

E. Project Tasks. The major tasks that are to be performed to complete the replacements are:

Task 1: Prior to ordering the replacement equipment, Contractor shall identify a qualified salvage facility (dismantler) located within San Diego County. The salvage facility shall be willing and able to accept the existing equipment and destroy them in accordance with the requirements of Carl Moyer Program Guidelines and this agreement.

Task 2: Replacement emission equipment shall be ordered within 90 days of the effective date. If this deadline cannot be met, the Contractor may request an extension in writing from the COR. Any change to this deadline must be approved by the COR in writing.

Task 3: Contractor shall take delivery of replacement equipment within 90 days of completion of Task 2. If this deadline cannot be met, the Contractor may request an extension in writing from the COR. Any change to this deadline must be approved by the COR in writing. Proof of insurance for replacement equipment shall be submitted to the District within 10 days of receiving replacement equipment.

Task 4: Contractor shall deliver the existing equipment to a dismantler such that the existing equipment is destroyed no later than 60 days after receipt of the replacement equipment.

Task 5: Contractor shall obtain Certification of Equipment Dismantle/Destruction (Attachment B) from the dismantler and submit it to the District within 10 days of equipment destruction.

Note: Task 1 and 5 are applicable only to off-road equipment replacement projects.

B
Project
Cost
Breakdown

C
Overall
Project
Timing

D
Project
Tasks

E
Project
Personnel

F
Baseline
Equipment

G
New
Equipment

H
Equipment
Maintenance

I
Reporting

Article III – Scope of Work

D. Project Tasks

On-Road Vehicle Replacement Example

E. Project Tasks. The major tasks that are to be performed to complete the replacements are:

Task 1: The District must approve replacement equipment dealers. To obtain District approval, Contractor shall notify the District with the full contact information of the proposed dealer of the replacement equipment.

The dealership must meet the following minimum qualifications:

- Dealer has had a valid business license issued in California for a minimum of the last two years.
- Dealer has had a valid vehicle dealership license with the Department of Motor Vehicles (DMV) for a minimum of the last two years.
- Dealer maintains a minimum of one employee that has successfully completed the training by the District regarding terms, conditions and requirements of the Program Guidelines.
- Dealer agrees to allow the District or CARB to inspect vehicles or audit program records covered under the Program Guidelines during normal business hours.

Task 2: Upon District approval of the proposed dealer, Contractor shall place replacement equipment order **within 45 days** or purchase within 90 days of contract execution. If this deadline cannot be met, the Contractor may request an extension in writing from the COR. Any change to this deadline must be approved by the COR in writing. Complete and submit the following documentation to the District immediately upon completing order:

- Copy of the purchase order from the dealer
- Copy of the CARB Engine Executive Order
- Copy of owner's manual for electric or hybrid vehicles (new or converted)

NOTE: **Equipment leasing is not allowed under this agreement.** If financing is necessary, the equipment purchase must be financed with a conventional purchase loan.

B
Project
Cost
Breakdown

C
Overall
Project
Timing

D
Project
Tasks

E
Project
Personnel

F
Baseline
Equipment

G
New
Equipment

H
Equipment
Maintenance

I
Reporting

Article III – Scope of Work D. Project Tasks

On-Road Vehicle Replacement Example

- Task 3: Prior to delivery of existing equipment to the District-approved dealer, Contractor shall ensure the existing equipment has passed a California Highway Patrol (CHP) Basic Inspection of Terminals (BIT) inspection in the past 90 days or Contractor shall conduct an equivalent vehicle inspection and sign as appropriate.
- Task 4: Upon District-approved post-inspection of the replacement equipment, Contractor shall deliver existing equipment to the District-approved dealer before taking possession of the replacement equipment.
- Task 5: Contractor shall submit proof of insurance and warranty for the replacement equipment within 10 days of receipt of replacement equipment.
- Task 6: Contractor shall ensure the dealer provides the District with certification that the existing equipment will be delivered to a District-approved dismantler within 60 days of receipt of the existing equipment.
- Task 7: Contractor shall submit an itemized invoice (Form 1) to the District upon completion of Task 6, but no later than 45 days after taking possession of the replacement equipment.
- Task 8: Contractor shall ensure a District-approved pre-dismantle inspection is conducted on the existing equipment within 60 days of dealer receipt.
- Task 9: Contractor shall ensure the dealer delivers the existing equipment to a District-approved dismantler within 60 days of dealer receipt.
- Task 10: Contractor shall ensure that the District-approved dismantler submits the following documentation to the District within 10 days of delivery of existing equipment to the dismantler:
- “Verification of Receipt of Vehicle(s)/Engine(s) to be Dismantled/Destroyed Form”

B
Project
Cost
Breakdown

C
Overall
Project
Timing

D
Project
Tasks

E
Project
Personnel

F
Baseline
Equipment

G
New
Equipment

H
Equipment
Maintenance

I
Reporting

Article III – Scope of Work

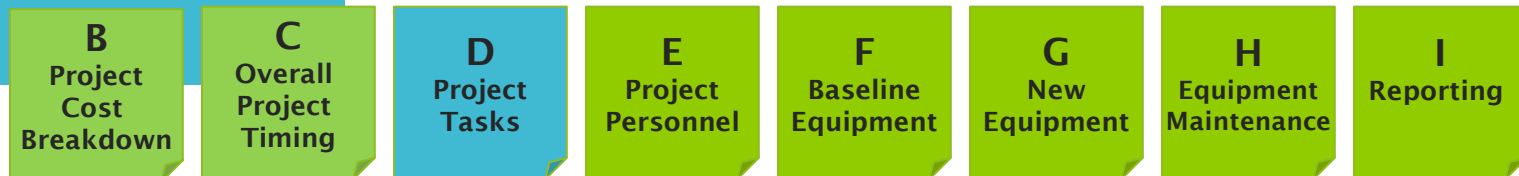
D. Project Tasks

Marine Vessel Repower & Off-Road Repower Example

E. Project Tasks. The major tasks that are to be performed to complete the replacements are:

- Task 1: Replacement equipment shall be ordered within 90 days of the effective date. If this deadline cannot be met, the Contractor may request an extension in writing from the COR. Any change to this deadline must be approved by the COR in writing.
- Task 2: Replacement equipment installation to begin within 90 days of completion of Task 1. If this deadline cannot be met, the Contractor may request an extension in writing from the COR. Any change to this deadline must be approved by the COR in writing. Proof of insurance for replacement equipment shall be submitted to the District within 10 days of receiving replacement equipment.
- Task 3: Installation of replacement equipment shall be completed and equipment operational no later than May 31, 2022.

NOTE: The number of days for each task may depend on the type of project (e.g., marine vessel or off-road repower).



Article III – Scope of Work

D. Project Tasks

Infrastructure Project Example

E. Project Tasks. The major tasks that are to be performed to complete the installation are:

- Task 1: Final design for new equipment must be completed as soon as possible upon execution of this Agreement, but no later than August 31, 2019.
- Task 2: All equipment required for installation must be ordered within 30 days of completion of Task 1.
- Task 3: All necessary equipment required for installation must be procured, present on-site, and ready for installation by December 31, 2019.
- Task 4: Installation must begin within 10 days of completion of Task 3.

*Infrastructure project final design include all required permits/permit approvals, and certifications, including CEQA documentation. Documents for new infrastructure must be submitted prior to construction.

B
Project
Cost
Breakdown

C
Overall
Project
Timing

D
Project
Tasks

E
Project
Personnel

F
Baseline
Equipment

G
New
Equipment

H
Equipment
Maintenance

I
Reporting

Article III – Scope of Work E. Project Personnel

E. Project Personnel



Contractor's Representative (person who signs contract)

Name

Address

Phone #s (work, fax, cell)

e-mail address

(List all other parties that the District is authorized to speak with regarding this contract.)

Name

Address

Phone #s (work, fax, cell)

e-mail address

The District can only speak to personnel listed above regarding any aspects of your project.

If you need to make any changes or additions to this section, please contact your contract representative.

B
Project
Cost
Breakdown

C
Overall
Project
Timing

D
Project
Tasks

E
Project
Personnel

F
Baseline
Equipment

G
New
Equipment

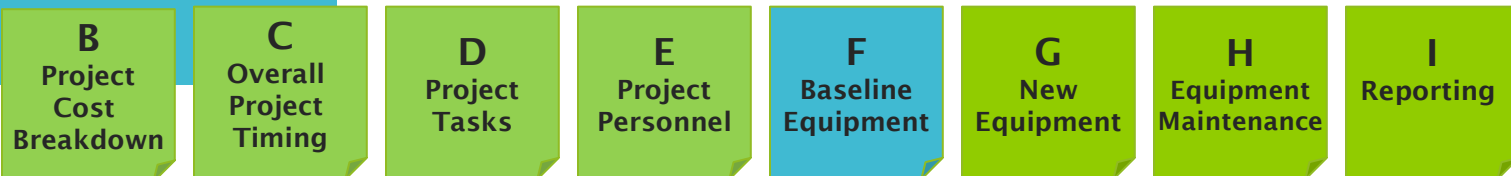
H
Equipment
Maintenance

I
Reporting

Article III – Scope of Work F. Baseline Equipment

Off-Road Equipment Replacement Example

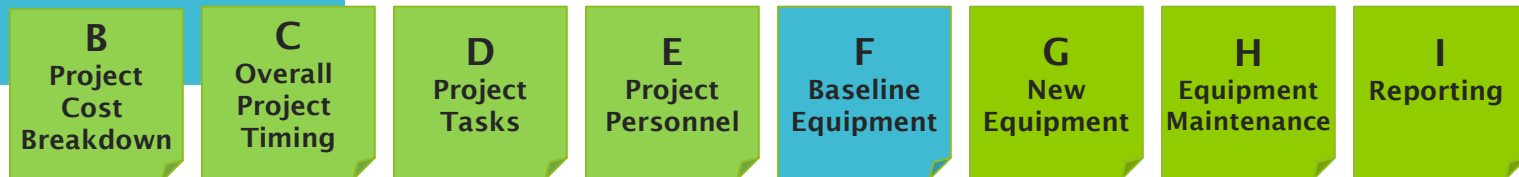
BASELINE EQUIPMENT (Equipment to be replaced)						
Vehicle Information		Engine Information				
ID # APCD2016-ORPL	Type	Make & Model	Year	HP	Serial Number	Tier
#601 -0123	Tractor	John Deere 3029DLV	1985	45	123456ABCD	0
#602 -0124	Rubber-Tired Loader	Caterpillar 3306	2001	235	123456ABCE	1



Article III – Scope of Work F. Baseline Equipment

On-Road Vehicle Replacement Example

EXISTING EQUIPMENT (Baseline equipment to be replaced)								
Equipment Information				Engine Information				
Application #	Make & Model	Year	VIN	Make & Model	Year	HP	Serial Number	Intended Service Class
APCD2020- OVEH-0023	Blue Bird BU	1994	1BAANB7A6 RF061731	Cummins 8.3	1994	250	45025925	Medium Heavy- Duty (MHD)



Article III – Scope of Work F. Baseline Equipment

Marine Vessel Repower Example

BASELINE EQUIPMENT (Equipment to be repowered)							
Vessel Information			Engine Information				
Vessel Name APCD2016- MRPW-	USCG, CF, Lloyds, or IMO#	Type	Make & Model	Year	HP	Serial Number	Tier
"TITANIC" 0123	123456	Charter Fishing	Detroit Diesel 8V-92	1970	450	1234ABCE	0
			Detroit Diesel 8V-92	1970	450	1234ABCD	0

B
Project
Cost
Breakdown

C
Overall
Project
Timing

D
Project
Tasks

E
Project
Personnel

F
Baseline
Equipment

G
New
Equipment

H
Equipment
Maintenance

I
Reporting

Article III – Scope of Work F. Baseline Equipment

Off-Road Repower Example

BASELINE EQUIPMENT (Equipment to be repowered)						
Vehicle Information		Engine Information				
ID # APCD2016- ORPW-	Type	Make & Model	Year	HP	Serial Number	Tier
425 -0125	Single-Engine Scraper	Caterpillar 3406	1989	350	12ABC345	0

B
Project
Cost
Breakdown

C
Overall
Project
Timing

D
Project
Tasks

E
Project
Personnel

F
Baseline
Equipment

G
New
Equipment

H
Equipment
Maintenance

I
Reporting

Article III – Scope of Work G. New Equipment

Off-Road Equipment Replacement Example

REPLACEMENT EQUIPMENT (Reduced Emission Equipment)						
Equipment Information		Engine Information			Activity Information	
Application #	Type	Year	HP	Tier	% Operation in San Diego County	Required Annual Hours
APCD2020-ORPL-0005	Agricultural - Agricultural Tractors	2021+	53	Final Tier 4	100%	460 Hours

Note: “Annual Hours of Use” requirement is applicable only to specific projects that did not have adequate proof of historical usage, such as non-functioning hour meters on baseline equipment

B
Project
Cost
Breakdown

C
Overall
Project
Timing

D
Project
Tasks

E
Project
Personnel

F
Baseline
Equipment

G
New
Equipment

H
Equipment
Maintenance

I
Reporting

Article III – Scope of Work G. New Equipment

On-Road Vehicle Replacement Example

REPLACEMENT EQUIPMENT (Reduced Emission Equipment)							
Equipment Information		Engine Information				Activity Information	
Application #	Gross Vehicle Weight Rating, or GVWR (lbs.)	Year	Fuel	HP	Intended Service Class	% Operation in San Diego County	Required Annual Miles
APCD2020-OVEH-0023	Class 8 HHD GVWR - 33,001 pounds and above	2020+	Electric	260	Medium Heavy-Duty (MHD)	100%	5,000 Miles

B
Project
Cost
Breakdown

C
Overall
Project
Timing

D
Project
Tasks

E
Project
Personnel

F
Baseline
Equipment

G
New
Equipment

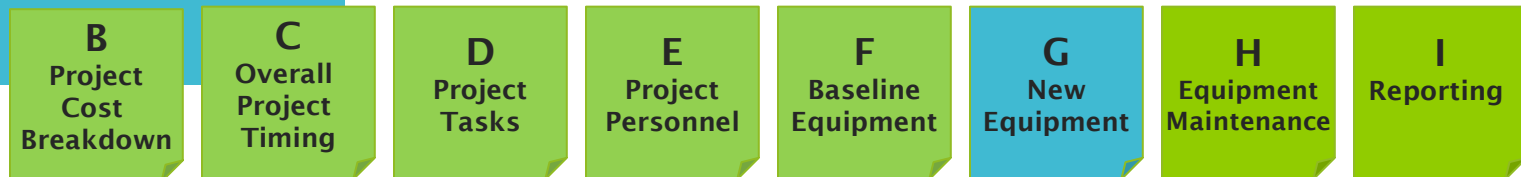
H
Equipment
Maintenance

I
Reporting

Article III – Scope of Work G. New Equipment

Marine Vessel Repower Example

REPLACEMENT EQUIPMENT (Reduced Emission Equipment)				
Application # APCD2020- MRPW-0018	Model Year	Engine HP	Engine Tier	Percent Operation in San Diego Waters
Main engine - Center/Solo	2021+	230	EPA Marine Tier 3	75%



Article III – Scope of Work G. New Equipment

Off-Road Repower Example

NEW EQUIPMENT – Reduced Emission Engine				
ID #	HP	Tier	Percent Operation in SD	Retrofit Device Required ¹
425	360	Final Tier 4	100%	NO

B
Project
Cost
Breakdown

C
Overall
Project
Timing

D
Project
Tasks

E
Project
Personnel

F
Baseline
Equipment

G
New
Equipment

H
Equipment
Maintenance

I
Reporting

Article III – Scope of Work G. New Equipment

Infrastructure Equipment Specs Example

- Battery charger must be a level 2 and higher to support non-residential stations.
- Installation contractors must have appropriate contractor's license, including EVITP certification if required.
- Publicly accessible light-duty charging stations must use a valid and universally accepted charge connector protocol (e.g. Society of Automotive Engineers (SAE), CHAdeMO).
- Battery charger must be certified by a Nationally Recognized Testing Laboratory (e.g., Underwriter's Laboratories, Intertek) located at <https://www.osha.gov/dts/otpca/nrtl/nrtllist.html>.

B
Project
Cost
Breakdown

C
Overall
Project
Timing

D
Project
Tasks

E
Project
Personnel

F
Baseline
Equipment

G
New
Equipment

H
Equipment
Maintenance

I
Reporting

Article III – Scope of Work

H. Equipment Maintenance

I. Equipment Maintenance.

1. Contractor shall ensure that the equipment will be maintained according to the manufacturer's specifications for the Agreement Term. This includes not tampering with the equipment. The Contractor shall provide or procure, at its expense, preventive maintenance and repair contracts or service contracts on the equipment acquired through this Grant Agreement. Such contracts shall be provided by the Contractor itself or by reputable companies generally known to have such expertise. The Contractor shall maintain a plan as to how this requirement will be met and this plan shall be available for District review within 15 days of District's request. The Contractor shall maintain a separate record on maintenance and repairs for each piece of equipment. The repairs performed on each piece of equipment shall be reported with the status report of the corresponding period (see Section J, Status Report Requirements, below).
2. For each engine included in this Grant Agreement, Contractor shall maintain a properly operating, non-resettable hour meter which accurately measures the number of hours the engine operates. If the hour meter fails, the Contractor shall immediately notify the District, and remains responsible for validating any usage not recorded by the usage device. The Contractor must either repair or replace the non-operating hour meter at the Contractor's cost or provide other documentation of equipment operating hours acceptable to the District.

B
Project
Cost
Breakdown

C
Overall
Project
Timing

D
Project
Tasks

E
Project
Personnel

F
Baseline
Equipment

G
New
Equipment

H
Equipment
Maintenance

I
Reporting

Article III – Scope of Work I. Reporting Requirements

J. Status Report Requirements

1. Contractor shall submit initial and annual Project status reports—contained in Attachment A-1 and A-2—to the District. These reports shall include updates on Project completion and implementation, documentation of operations within San Diego County boundaries, miles driven, proof of current certificate of insurance, proof of current vehicle registration, and brief descriptions of equipment maintenance and repairs.
 - a. Contractor shall submit the initial Project status report (Attachment A-1) by August 31, 2021. This report shall provide updates on the status of the tasks required to complete the Project, including dates tasks were accomplished, remaining tasks to be completed, and the anticipated completion date of the project.
 - b. Contractor shall submit the remainder of the Project status reports (Attachment A-2) annually for the remainder of the Agreement Term. The first annual report will cover the 12-month period starting with the date the replacement equipment was placed into service, and each subsequent annual report will cover the next 12-month period.
 - c. The reporting requirements end with submission of the 10th annual report, which is due no later than May 31, 2032.

Attach
A

NOTE: The reporting ending year is dependent on the contract life of the project.

***Additional Reporting Requirements Infrastructure**

- Must report to District if problem with the charging/fueling station (48 hours/public or 15 business days/private)
- Hydrogen stations: registered and reported to the Station Online Status System (SOSS) maintained by the California Fuel Cell partnership
- Battery charging: reported to the Department of Energy Alternative Fuel Data Center located at <http://www.afdc.energy.gov/locator/stations/>

B
Project
Cost
Breakdown

C
Overall
Project
Timing

D
Project
Tasks

E
Project
Personnel

F
Baseline
Equipment

G
New
Equipment

H
Equipment
Maintenance

I
Reporting

Attachment A – Initial Status Report

Due for all on
August 31,
2021

ATTACHMENT A-1 – Initial Status Report

Reporting Period:

☒ Initial Report covering [] through []: due August 31, 2021

Status of the tasks required to complete the project:

Task 1: A salvage facility located within San Diego County has been identified and willing to accept and destroy existing equipment and engine.

☐ Complete – Date Completed: []

☐ Pending – Anticipated Completion Date: []

Task 2: Replacement equipment shall be ordered within 90 days of Grant Agreement Effective Date.

☐ Complete – Date Completed: []

☐ Pending – Anticipated Completion Date: []

Task 3: Take delivery of replacement equipment within 90 days of completion of Task 2. Proof of insurance for replacement equipment submitted.

☐ Complete – Date Completed: []

☐ Pending – Anticipated Completion Date: []

Task 4: Deliver existing equipment to a salvage facility so it will be destroyed no later than 60 days after completion of Task 3.

☐ Complete – Date Completed: []

☐ Pending – Anticipated Completion Date: []

Task 5: Certify that the existing equipment has been destroyed. Submit Attachment B to the District within 10 days of equipment destruction.

For this task, please submit Attachment B instead of this Initial Status Report.

I, the undersigned, certify that all equipment referenced in this report operated in accordance with the signed Grant Agreement and that all information contained in this report is true and accurate.

*No old equipment to destroy for infrastructure project

ATTACHMENT A-2 – Annual Status Report

Report # _____ of 10

Reporting Period: ☐ Annual Report covering _____ through, _____; due each year on the last day of _____.
(date replacement equipment operational) (one year after replacement equipment operational) (month replacement equipment operational)
 Email reports to cleanairgrants@sdcountry.ca.gov and Kai.Lopez@sdapcd.org

REPLACEMENT EQUIPMENT USAGE					
Application #	Equipment Name/ Unit ID	Engine Make & Model	Engine Serial Number	Current Hour Meter Reading	% Operation in San Diego County this Reporting Period
APCD2020-ORPL-0005					

****You must attach proof of current certificate of insurance for each of the equipment listed above.****

Use the section below to provide comments and updates on project completion/implementation, descriptions of any equipment maintenance and/or repairs and description of any conditions (such as weather, permits, major maintenance, etc.) that significantly impacted project usage:

I, the undersigned, certify that all equipment referenced in this report operated in accordance with the signed Grant Agreement and that all information contained in this report is true and accurate.

Signature: _____ Date: _____

Attachment A – Annual Status Report Due on May 31

- Notify us when:
 - New equipment is delivered or when the new engine is installed.
 - At this point, the District will schedule a post inspection (new equipment inspection)
 - When you are ready to destroy baseline engine/equipment.
 - After the baseline engine/equipment has been destroyed (within 10 days of destruction).
 - At this point, the District will schedule a destruction inspection.
 - You encounter any issues involving the project – we may be able to help.

Notifying the District



Article IV - Compensation

Article IV - Compensation

Compensation (grant reimbursement) occurs after:

- A completed destruction inspection on the baseline equipment/engine
- A completed post inspection on the new equipment/engine or newly installed infrastructure
- All documentation noted in Article IV – A.3. has been submitted to the District and is deemed correct and complete.



Article IV – Compensation Destruction Inspection

Baseline engine must be removed from the equipment and rendered useless and scrapped.

Generally, a jagged or irregular 3" diameter hole (or bigger) must be stamped into the engine block and the oil pan (through the shared flange).

Do not remove the engine information plate where the serial number is listed.



Article IV – Compensation Destruction Inspection

For Equipment Replacement Projects Only

In addition to the baseline engine being destroyed, the frame of the baseline equipment must also be rendered useless and scrapped.

Generally, there should be major cuts to the frame of the baseline equipment.

Do not remove the equipment information plate where the serial number is listed.

Article IV – Compensation Post Inspection (new equipment)

- The District will inspect the new engine/equipment to obtain the following:
 - Photos of the new engine/equipment and its serial number(s)
 - Engine hour meter reading(s)
 - Verify that the engine/equipment is operable



Off-Road Equipment Example

3. The District shall issue a reimbursement check made out to the Contractor for the invoice eligible costs, not to exceed the full amount of the award, upon receipt of the items listed below and a successful post-inspection:
 - a. Invoice Form (Attachment – Form 1).
 - 1) Invoice Form must have the same or later date as the final invoice from the dealer.
 - b. Copy of the final invoice from the dealer and/or installer and signed by the Contractor and the dealer/installer.
 - c. Copy of the CARB Engine Executive Order (not applicable for infrastructure projects)/CARB Approval Letter for zero-emission technology (not applicable to infrastructure projects or FARMER UTV projects).
 - d. Proof of insurance (Certificate of Insurance).
 - 1) Certificate of Insurance must state “San Diego County Air Pollution Control District” as Loss Payee.
 - e. Proof of warranty on the replacement equipment from the dealer or manufacturer.

Article IV – Compensation

Section A. 3. - Documents for Reimbursement

On-Road Vehicles must also provide:

- Vehicle title
- DMV registration
- Roadworthy inspection (such as CHP BIT)

Article IV – Compensation

Section A. 3. - Documents for Reimbursement

a. Invoice Form (Attachment – Form 1)


Total Claim


Article IV – Compensation


Section A. 3. - Documents for Reimbursement

b. Final Dealer Invoice & Financing Documents

Purchase date must be on or
after the contract effective date
listed on the signature page


TEREX


Pauley
EQUIPMENT COMPANY
RENTALS • SALES • SERVICE


MUSTANG

1110 West Washington Avenue • Escondido, CA 92025 • Sales (760) 745-8745 • Rentals (760) 738-5500 • Fax (760) 745-0392
348 North Santa Fe • Vista, CA 92084 • (760) 758-1551 • Fax (760) 758-3247
28374 Felix Valdez Avenue, Temecula, CA 92590 • (909) 676-5751 • Fax (909) 699-5297

INVOICE# [REDACTED]

Bill To: [REDACTED]

Comments or Special Instructions:

SALESMAN	P.O. #	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
[REDACTED]	[REDACTED]	[REDACTED]	DEALER TRUCK	[REDACTED]	Due on receipt

QTY.	STOCK #	DESCRIPTION	SERIAL #	AMOUNT
1	2015	NEW KUBOTA M7060HD UTILITY TRACTOR 71 HP TURBO 4-CYL. TIER IV KUBOTA DIESEL ENG V3307-CR-TE4; ENG.FAMILY:EKBXL03.3EKD,EX ORD U-R-025-0614 2-RANGE,8X8 MANUAL TRANS. HYD SHUTTLE& CREEP SPEED 14X17.5 R4 FRONTS; 16.9-24 R4 IND. REARS, GRILLE GUARD	63156 DISCOUNT	[REDACTED]
1	LA1154	NEW KUBOTA FRONT LOADER,, 2,928 LB LIFT CAPACITY W/HD 72" ROUND BACK BKT & EDGE, GRILLE GUARD	Self Level	
1	PFL3048	NEW LAND PRIDE PALLET FORKS,48" TINES,3,000# CAP	DOC FEE	

ABOVE PRICES GOOD FOR 10 DAYS

FULL FACTORY WARRANTY ON OUR SHOP

****FULL LINE OF PARTS, SERVICE, & ON SITE SERVICE TRUCKS

Cash delivered Price
AG SALES TAX @ 2.5%
UCC/TIRE FEE
Total Delivered Price
60 MOS KUBOTA INSURANCE
Less Trade Allowance
Less Down Payment
TOTAL

DATE [REDACTED]
SIGNATURE [REDACTED]

THANK YOU FOR YOUR BUSINESS!

Article IV – Compensation

Section A. 3. - Documents for Reimbursement

c. CARB Executive Order or EPA Certificate of Conformity¹

California Environmental Protection Agency CARB Air Resources Board	JOHN DEERE POWER SYSTEMS	EXECUTIVE ORDER U-R-004-0495 New Off-Road Compression-Ignition Engines
---	--------------------------	--

Pursuant to the authority vested in the Air Resources Board by Sections 43013, 43018, 43101, 43102, 43104 and 43105 of the Health and Safety Code; and

Pursuant to the authority vested in the undersigned by Sections 39515 and 39516 of the Health and Safety Code and Executive Order G-14-012;

IT IS ORDERED AND RESOLVED: That the following compression-ignition engines and emission control systems produced by the manufacturer are certified as described below for use in off-road equipment. Production engines shall be in all material respects the same as those for which certification is granted.

MODEL YEAR	ENGINE FAMILY	DISPLACEMENT (liters)	FUEL TYPE	USEFUL LIFE (hours)
2015	FJDXL09.0301	9.0	Diesel	8000
SPECIAL FEATURES & EMISSION CONTROL SYSTEMS			TYPICAL EQUIPMENT APPLICATION	
Charge Air Cooler, Oxidation Catalyst, Electronic Direct Injection, Electronic Control Module, Exhaust Gas Recirculation, Periodic Trap Oxidizer, Turbocharger, Selective Catalytic Reduction-Urea, Ammonia Oxidation Catalyst.			Tractor, Loaders, Dozer, Pump, Compressor, Generator Set, Other Industrial Equipment	

The engine models and codes are attached.

The following are the exhaust certification standards (STD), or family emission limit(s) (FEL) as applicable, and certification levels (CERT) for hydrocarbon (HC), oxides of nitrogen (NOx), or non-methane hydrocarbon plus oxides of nitrogen (NMHC+NOx), carbon monoxide (CO), and particulate matter (PM) in grams per kilowatt-hour (g/kw-hr), and the opacity-of-smoke certification standards and certification levels in percent (%) during acceleration (Accel), lugging (Lug), and the peak value from either mode (Peak) for this engine family (Title 13, California Code of Regulations, (13 CCR) Section 2423):

RATED POWER CLASS	EMISSION STANDARD CATEGORY	EXHAUST (g/kw-hr)					OPACITY (%)			
		NMHC	NOx	NMHC+NOx	CO	PM	ACCEL	LUG	PEAK	
130 ≤ kW ≤ 560	Tier 4 Final	STD	0.19	0.40	N/A	3.5	0.02	N/A	N/A	N/A
		FEL	--	--	--	--	0.01	--	--	--
		CERT	0.003	0.14	--	0.04	0.004	--	--	--

BE IT FURTHER RESOLVED: That the family emission limit(s) (FEL) is an emission level declared by the manufacturer for use in any averaging, banking and trading program and in lieu of an emission standard for certification. It serves as the applicable emission standard for determining compliance of any engine within this engine family under 13 CCR Sections 2423 and 2427.



BE IT FURTHER RESOLVED: That for the listed engine models, the manufacturer has submitted the information and materials to demonstrate certification compliance with 13 CCR Section 2424 (emission control labels), and 13 CCR Sections 2425 and 2426 (emission control system warranty).

Engines certified under this Executive Order must conform to all applicable California emission regulations.

This Executive Order is only granted to the engine family and model-year listed above. Engines in this family that are produced for any other model-year are not covered by this Executive Order.

Executed at El Monte, California on this 22nd day of October 2014.


Annette Hebert, Chief
Emissions Compliance, Automotive Regulations and Science Division

	UNITED STATES ENVIRONMENTAL PROTECTION AGENCY OFFICE OF TRANSPORTATION AND AIR QUALITY WASHINGTON, DC 20460	
CERTIFICATE OF CONFORMITY 2015 MODEL YEAR		

Manufacturer: CUMMINS INC.
Engine Family: FCENX06.7AAB
Certificate Number: CEX-MCI-15-06
Intended Service: PROPULSION
Intended Service Fuel: DISTILLATE DIESEL [1065.703(B)]
FELs: NOx: N/A THC+NOx: N/A PM: N/A
Effective Date: 9/25/2014
Date Issued: 9/25/2014



Byron J. Bunker, Director
Compliance Division
Office of Transportation and Air Quality

Pursuant to Section 213 of the Clean Air Act (42 U.S.C. § 7547) and 40 CFR Part 1042, and subject to the terms and conditions prescribed in those provisions, this certificate of conformity is hereby issued with respect to the test engines which have been found to conform to applicable requirements and which represent the following marine engines, by engine family, more fully described in the documentation required by 40 CFR Part 1042 and produced in the stated model year.

This certificate of conformity covers only those new marine compression-ignition engines which conform in all material respects to the design specifications that applied to those engines described in the documentation required by 40 CFR Part 1042 and which are produced during the model year stated on this certificate of the said manufacturer, as defined in 40 CFR Part 1042.

It is a term of this certificate that the manufacturer shall consent to all inspections described in 40 CFR Part 1068 and authorized in a warrant or court order. Failure to comply with the requirements of such a warrant or court order may lead to revocation or suspension of this certificate for reasons specified in 40 CFR Part 1042. It is also a term of this certificate that this certificate may be revoked or suspended or rendered void ab initio for other reasons specified in 40 CFR Part 1042.

This certificate does not cover marine engines sold, offered for sale, introduced, or delivered for introduction into commerce in the U.S. prior to the effective date of the certificate.

¹Certificate of Conformity is applicable to marine vessel repowers only.

Article IV – Compensation

Section A. 3. - Documents for Reimbursement

d. Proof of Insurance (Certificate of Insurance)

Insurance Requirements	
[A]	All insurers rated A or above and financial size VII or above
[B]	Direct Physical Loss or Damage insurance
[C]	All Risk or Special Form Perils
[D]	Full Replacement Cost coverage (Actual cash value OK for UTVs only)
[E]	No coinsurance penalty provision
[F]	Equipment specifically identified
[G]	APCD as loss payee
[H]	Not cancel the policy without written notice of cancellation to the District and the County

Insurance policy submitted to the District must contain all items listed above, A-H.

*** Infrastructure:**

- Insurance must include property insurance for full replacement cost of all real property with no coinsurance penalty provision.
- If project is over \$50,000, District must be included in security interest on UCC financing statement form.

Article IV – Compensation

Section A. 3. - Documents for Reimbursement

e. Proof of Warranty

Warranty Coverage Effective for Units Sold 1/1/2015 – 12/31/2015	
BX, B, L series Tractors (does not include any implements, or loader/ landscaper utility tractors or BX24/BX25, see below)	24 Months or 1500 Hours (whichever occurs first) (Powertrain – 36 months or 2000 hours, whichever occurs first)
BX24, BX25 Utility Tractors (except loader, backhoe, and mower deck, see implement warranty below)	24 Months (Private Homeowner usage) 12 Months (any other usage)
Loader/Landscaper Utility Tractors (B26, L39, L45, M59) (does not include loader/backhoe, see implement warranty below)	12 Months (Powertrain – 24 months or 1500 hours, whichever occurs first)
M, MX series Tractors (does not include any implements, see implement warranty below)	24 Months or 2000 Hours (whichever occurs first) (Powertrain – 36 months or 3000 hours, whichever occurs first) (PowerKrawler tracks – 12 months or 1000 hours, whichever occurs first)
Z, T series Tractors, except ZG100 Kommander (including mower deck)	24 Months (Z700 Series Kawasaki Engine only – 36 months)*
Kommander ZG100 series (including mower deck)	48 Months or 300 Hours (whichever occurs first)*
G, GR, T series Tractors (including mower deck)	24 Months (Private Homeowner usage) 12 Months (any other usage)

*Kawasaki engine warranty administered by Kawasaki, refer to Kawasaki warranty for details

Engine and equipment must have a minimum
of 1600 hours or one year warranty.

***For infrastructure project, warranty must
consist of full factory warranty lasting at
least three years**

Article IV – Compensation

Section A. 3. - Documents for Reimbursement

f. Copy of attachment B

Attachment B:

Old equipment information such as Unit ID, Make and Model and Serial Number of Equipment and Engine

ATTACHMENT B – Certification of Equipment Dismantle/Destruction |

*** Submit Completed Form to District within 10 days of equipment destruction ***

Equipment Information			Engine Information		Replacement Equipment Received by Owner (Date)	Existing Equipment Delivered to Dismantler (Date)	Existing Equipment Dismantled/Destroyed (Date)
Equipment Name/Unit ID#	Make & Model	Serial Number or District tag	Make & Model	Serial Number or District tag			
Tractor 2	Case Comfort King 730	8848175	Case 267	2204999			
UTV 1	Polaris Ranger 500	4XARD50A6 5D730665	Polaris 500cc	0515923			

Don't forget to complete the second page of attachment B that contains the dismantler information

g. Verification of Destruction (Salvage Certificate)

WESTERN GRAPHICS (760) 945-1150

T879029 (01/16)

LEE'S IRON & METAL

1315 LEE DRIVE • VISTA, CALIFORNIA 92083 • (760) 724-1330

WEIGHED AT 1315 LEE DRIVE

136994

WEIGHTMASTER'S CERTIFICATE

THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

THUMB PRINT

NAME

O.

VEHICLE LIC. NO.

ADDRESS

TRUCK

TRAILERS

DESCRIPTION

GROSS LBS.

TARE LBS.

NET LBS.

UNIT COST

AMOUNT

IRON

122409130 3090 40 61 80

Tractor Engine Tag #135

Tractor Frame M7030SP1-60119

LEE'S IRON & METAL

PUBLIC WEIGHTMASTER

DEPUTY

TOTAL

I HEREBY STATE THAT I AM OWNER OF THE ABOVE DESCRIBED PROPERTY OR LEGALLY AUTHORIZED TO TRANSFER OWNERSHIP AND HEREBY DO SO.

PAID BY

CASH ☐

CHECK ☐

CHECK NO.

SIGNED

ORIGINAL



Frequently Asked Questions

Frequently Asked Questions

- Q: Do I have to purchase the equipment that was listed on the dealer quote during application?
- A: No. The contract does not tie you down to a specific manufacturer.
- However, your contract requires that you purchase a like-for-like replacement. Also, you **must** purchase equipment with the specified engine information located in the “New Equipment” table.

Frequently Asked Questions

- Q: I recently received a notice of violation from the San Diego APCD/CARB. Will this affect my grant?
- A: Possibly. You signed a Compliance Regulatory Statement in which you agreed to remain in compliance with all applicable air rules and regulations throughout the contract life. Even if the violation was on unrelated equipment, this could affect your grant reimbursement.
- If you have not been reimbursed your grant amount and you receive a notice of violation, you must correct the violation as soon as possible to get back into compliance. Your grant reimbursement could be delayed until you have achieved compliance.
- If you have already been reimbursed your grant amount and you receive a notice of violation, you must correct the violation as soon as possible. The District could possibly ask for the grant amount to be returned if compliance is not achieved.

Frequently Asked Questions

- Q: My new engine is slightly over or slightly under in horsepower than what is stated in the “New Equipment” table. Is this an issue?
- A: Possibly. The horsepower stated in the “New Equipment” table is what the District based your cost-effectiveness amount on.
- Per the Moyer Guidelines, there is a 25% buffer from the baseline engine horsepower (HP) that the rating of the new engine cannot exceed.
- For example, your baseline engine is at 100 HP. This means your new engine cannot be below 75 HP and it cannot exceed 125 HP.
- If you stay within this buffer, your project is still eligible **but** your cost-effectiveness and grant amount could change.

Frequently Asked Questions

- Q: I got a really good deal on my new equipment, does this change my grant amount?
- A: Possibly. When all the final information of your new equipment is obtained by the District through the post inspection, a final cost-effectiveness evaluation is conducted and your grant amount could change. The District can never pay more than what is stated as the grant amount in the contract but the District could pay less.
- Also, a question to ask if you do get a good deal that may seem too good to be true is “what is the engine tier certification for the new engine?”

Frequently Asked Questions

- Q: How do I know what the engine tier certification is for my new engine?
- A: First, locate the engine family name on the new engine's emission control label.
- Next, obtain a California Air Resources Board (CARB) Executive Order (EO) or an Environmental Protection Agency (EPA) Certificate of Conformity¹ from your dealer for your specific engine family name.
- Examples of each are on the following slides.

¹Certificate of Conformity is applicable to marine vessel repowers only.

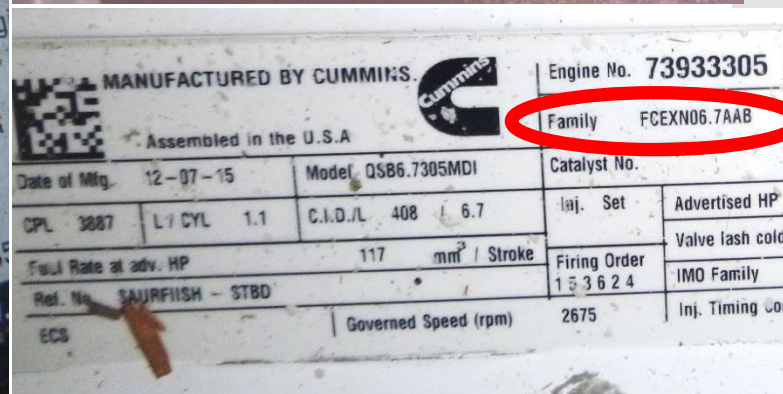
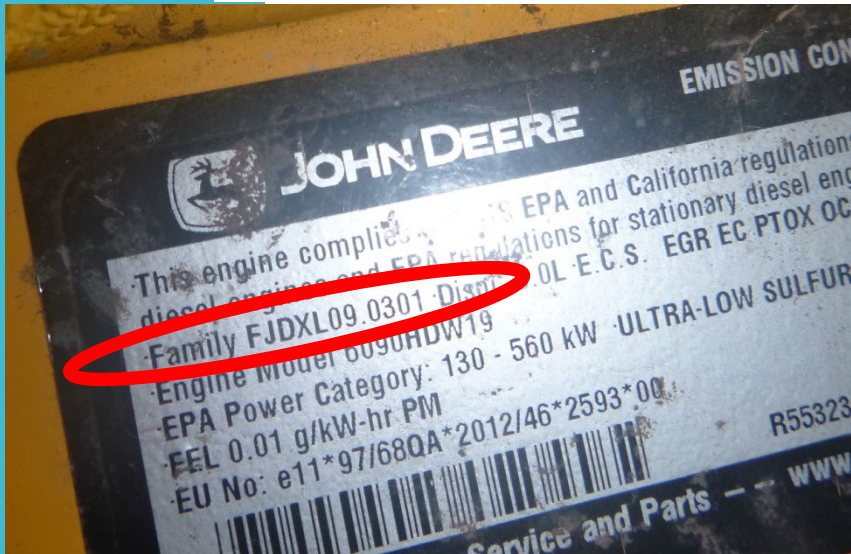
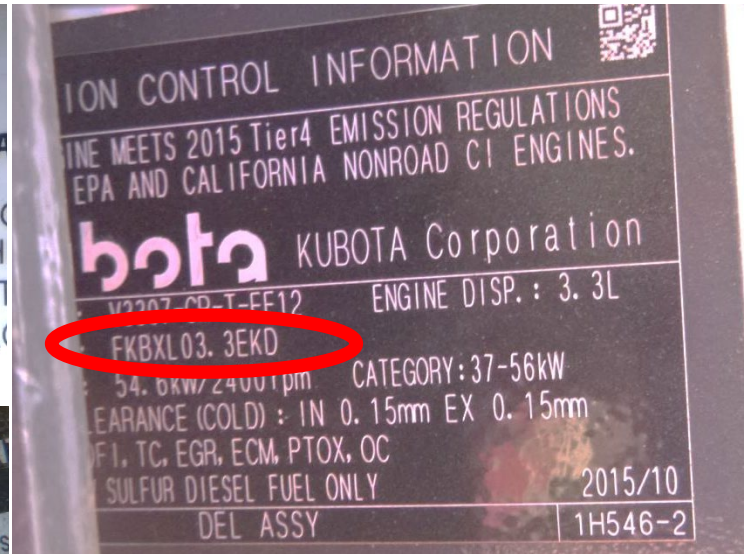
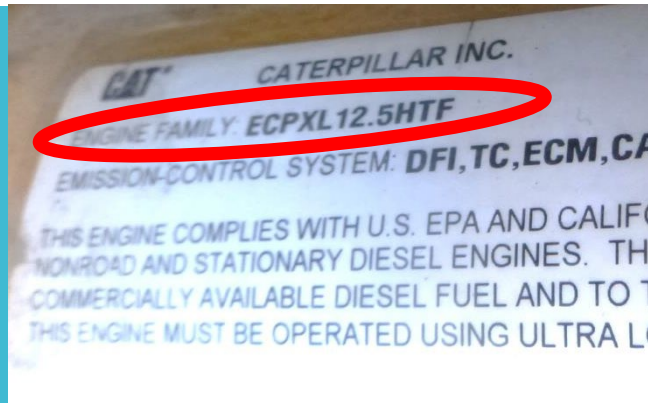
Engine Family Name

- 12 alpha numeric characters
 - First Character: Engine Model Year
 - e.g., 8 = 2008, G = 2016
 - Next Three Characters: Engine Manufacturer
 - e.g., JDX = John Deere, CEX = Cummins, CPX = CAT
 - Next Character: Engine Type
 - e.g., L = Off-Road, N = Marine
 - Next Four Characters: Engine size in cubic inches or liters
 - e.g., 09.0 = 9.0 L, 12.0 = 12.0L
 - Last Three Characters: Random
Example:

KKBXLo3.3EKD

K = 2020, KBX = Kubota, L = Off-Road, 03.3 = 3.3 Liter, EKD = Random

Engine Family Name



CARB Executive Order

California Environmental Protection Agency Air Resources Board	JOHN DEERE POWER SYSTEMS	EXECUTIVE ORDER U-R-004-0495 New Off-Road Compression-Ignition Engines
--	--------------------------	--

Pursuant to the authority vested in the Air Resources Board by Sections 43013, 43018, 43101, 43102, 43104 and 43105 of the Health and Safety Code; and

Pursuant to the authority vested in the undersigned by Sections 39515 and 39516 of the Health and Safety Code and Executive Order G-14-012;

IT IS ORDERED AND RESOLVED: That the following compression-ignition engines and emission control systems produced by the manufacturer are certified as described below for use in off-road equipment. Production engines shall be in all material respects the same as those for which certification is granted.

MODEL YEAR	ENGINE FAMILY	DISPLACEMENT (liters)	FUEL TYPE	USEFUL LIFE (hours)
2015	FJDXL09.0301	9.0	Diesel	8000
SPECIAL FEATURES & EMISSION CONTROL SYSTEMS			TYPICAL EQUIPMENT APPLICATION	
Charge Air Cooler, Oxidation Catalyst, Electronic Direct Injection, Electronic Control Module, Exhaust Gas Recirculation, Periodic Trap Oxidizer, Turbocharger, Selective Catalytic Reduction-Urea, Ammonia Oxidation Catalyst			Tractor, Loaders, Dozer, Pump, Compressor, Generator Set, Other Industrial Equipment	

The engine models and codes are attached.

The following are the exhaust certification standards (STD), or family emission limit(s) (FEL) as applicable, and certification levels (CERT) for hydrocarbon (HC), oxides of nitrogen (NOx), or non-methane hydrocarbon plus oxides of nitrogen (NMHC+NOx), carbon monoxide (CO), and particulate matter (PM) in grams per kilowatt-hour (g/kw-hr), and the opacity-of-smoke certification standards and certification levels in percent (%) during acceleration (Accel), lugging (Lug), and the peak value from either mode (Peak) for this engine family (Title 13, California Code of Regulations, (13 CCR) Section 2423):

RATED POWER CLASS	EMISSION STANDARD CATEGORY		EXHAUST (g/kw-hr)					OPACITY (%)		
			NMHC	NOx	NMHC+NOx	CO	PM	ACCEL	LUG	PEAK
130 ≤ kW ≤ 560	Tier 4 Final	STD	0.19	0.40	N/A	3.5	0.02	N/A	N/A	N/A
		FEL	--	--	--	--	0.01	--	--	--
		CERT	0.003	0.14	--	0.04	0.004	--	--	--

BE IT FURTHER RESOLVED: That the family emission limit(s) (FEL) is an emission level declared by the manufacturer for use in any averaging, banking and trading program and in lieu of an emission standard for certification. It serves as the applicable emission standard for determining compliance of any engine within this engine family under 13 CCR Sections 2423 and 2427.

BE IT FURTHER RESOLVED: That for the listed engine models, the manufacturer has submitted the information and materials to demonstrate certification compliance with 13 CCR Section 2424 (emission control labels), and 13 CCR Sections 2425 and 2426 (emission control system warranty).



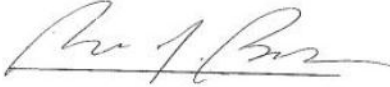
Engines certified under this Executive Order must conform to all applicable California emission regulations.

This Executive Order is only granted to the engine family and model-year listed above. Engines in this family that are produced for any other model-year are not covered by this Executive Order.

Executed at El Monte, California on this 22nd day of October 2014.


Annette Hebert, Chief
Emissions Compliance, Automotive Regulations and Science Division

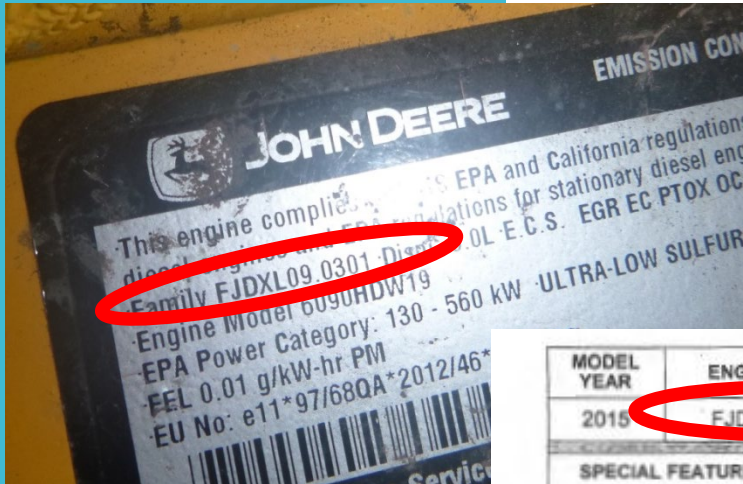
EPA Certificate of Conformity

 UNITED STATES ENVIRONMENTAL PROTECTION AGENCY OFFICE OF TRANSPORTATION AND AIR QUALITY WASHINGTON, DC 20460 CERTIFICATE OF CONFORMITY 2015 MODEL YEAR		
Manufacturer:	CUMMINS INC.	
Engine Family:	FCEXN06.7AAB	
Certificate Number:	CEX-MCI-15-06	
Intended Service:	PROPULSION	
Intended Service Fuel:	DISTILLATE DIESEL [1065.703(B)]	
FELs:	NOx: N/A THC+NOx: N/A PM: N/A	
Effective Date:	9/25/2014	
Date Issued:	9/25/2014	
 Byron J. Bunker, Director Compliance Division Office of Transportation and Air Quality		
<p>Pursuant to Section 213 of the Clean Air Act (42 U.S.C. § 7547) and 40 CFR Part 1042, and subject to the terms and conditions prescribed in those provisions, this certificate of conformity is hereby issued with respect to the test engines which have been found to conform to applicable requirements and which represent the following marine engines, by engine family, more fully described in the documentation required by 40 CFR Part 1042 and produced in the stated model year.</p> <p>This certificate of conformity covers only those new marine compression-ignition engines which conform in all material respects to the design specifications that applied to those engines described in the documentation required by 40 CFR Part 1042 and which are produced during the model year stated on this certificate of the said manufacturer, as defined in 40 CFR Part 1042.</p> <p>It is a term of this certificate that the manufacturer shall consent to all inspections described in 40 CFR Part 1068 and authorized in a warrant or court order. Failure to comply with the requirements of such a warrant or court order may lead to revocation or suspension of this certificate for reasons specified in 40 CFR Part 1042. It is also a term of this certificate that this certificate may be revoked or suspended or rendered void ab initio for other reasons specified in 40 CFR Part 1042.</p> <p>This certificate does not cover marine engines sold, offered for sale, introduced, or delivered for introduction into commerce in the U.S. prior to the effective date of the certificate.</p>		

Engine Tier Certification

Check the following items:

- 1) Engine family names match
- 2) Identify any Family Emission Limits (FELs)
 - Per Moyer Guidelines, if there is an FEL and it is greater than the standard (STD), the engine certification might not be eligible for funding, even if it is a Tier 4 Final.
 - If you are getting an engine with a different engine family than you proposed, always check with the COR.



MODEL YEAR	ENGINE FAMILY	DISPLACEMENT (liters)	FUEL TYPE	USEFUL LIFE (hours)
2015	FJDXL09.0301	9.0	Diesel	8000
SPECIAL FEATURES & EMISSION CONTROL SYSTEMS			TYPICAL EQUIPMENT APPLICATION	
Charge Air Cooler, Oxidation Catalyst, Electronic Direct Injection, Electronic Control Module, Exhaust Gas Recirculation, Periodic Trap Oxidizer, Turbocharger, Selective Catalytic Reduction-Urea, Ammonia Oxidation Catalyst			Tractor, Loaders, Dozer, Pump, Compressor, Generator Set, Other Industrial Equipment	

The engine models and codes are attached.

The following are the exhaust certification standards (STD), or family emission limit(s) (FEL) as applicable, and certification levels (CERT) for hydrocarbon (HC), oxides of nitrogen (NOx), or non-methane hydrocarbon plus oxides of nitrogen (NMHC+NOx), carbon monoxide (CO), and particulate matter (PM) in grams per kilowatt-hour (g/kw-hr), and the opacity-of-smoke certification standards and certification levels in percent (%) during acceleration (Accel), lugging (Lug), and the peak value from either mode (Peak) for this engine family (Title 13, California Code of Regulations, (13 CCR) Section 2423):

RATED POWER CLASS	EMISSION STANDARD		EXHAUST (g/kw-hr)					OPACITY (%)		
			NMHC	NOx	NMHC+NOx	CO	PM	ACCEL	LUG	PEAK
130 ≤ kW ≤ 560	Tier 4 Final	STD	0.19	0.40	N/A	3.5	0.02	N/A	N/A	N/A
		FEL	--	--	--	--	0.01	--	--	--
		CERT	0.003	0.14	--	0.04	0.004	--	--	--

Frequently Asked Questions

- Q: Can I sell my new equipment or boat, even though I am still under contract with the District?
- A: Depends. **Always contact a District grant specialist prior to any ownership changes.**
- The potential new owner would have to agree to take on the remaining contract life and all contract requirements before the equipment/boat is sold. The District has to process a contract change before the sale to avoid any issues.
- If the new owner does not agree to this and the equipment/boat is sold, you may have to reimburse the District back the grant amount.



Frequently Asked Questions

- Q: I'm having trouble maintaining business and I am not sure I can meet the contract requirements for the new equipment/boat. What can I do?
- A: **Always contact a District grant specialist if you feel you are unable to fulfill the requirements of your contract.**
- The District strives to provide help for its customers and specialists are available to answer any questions or concerns you may encounter before, during, and after your contract term.



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For More
Information

Visit the Carl Moyer Program Website:

<http://www.arb.ca.gov/msprog/moyer/moyer.htm>

Visit the APCD Website:

www.sdapcd.org



More
Programs to
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Questions?