

RESOLUTION NO. 28-12
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Paul Shekani ON THE 16th
DAY OF July, 2012.

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN OHIO ADVANCED TRANSPORTATION PARTNERSHIP GRANT AWARD AGREEMENT WITH CLEAN FUELS OHIO, THE GRANT ADMINISTRATOR FOR THE UNITED STATES DEPARTMENT OF ENERGY (DOE) FOR AN ELECTRIC VEHICLE CHARGING STATION.

WHEREAS, the City of Centerville made application to Clean Fuels Ohio, the grant administrator for the United States Department of Energy (DOE), for an electric vehicle charging station; and

WHEREAS, the City intends to locate an electric vehicle charging station in the vicinity of the intersection of Franklin Street and Main Street; and

WHEREAS, the City has met the requirements of DOE and been approved as eligible to receive the grant; and

WHEREAS, the City intends to accept the grant award and implement the activities described above;

NOW, THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

Section 1: The City of Centerville hereby accepts the grant award and agrees to implement the necessary activities.

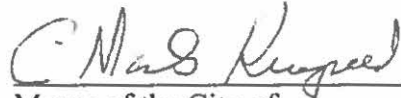
Section 2: That the City Manager is authorized and directed to enter into an Ohio Advanced Transportation Partnership Grant Award Agreement with Clean Fuels Ohio, the grant administrator for the DOE in a form with terms similar to the Agreement attached hereto as Exhibit "A" and incorporated herein.

Section 3: That the City Manager is hereby authorized and directed to do any and everything necessary to carry out the terms of said Agreement.

Section 4:

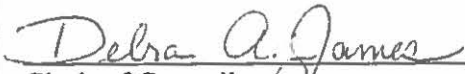
This Resolution is to take effect at the earliest date allowed by law.

PASSED THIS 16th day of July, 2012.



Mayor of the City of
Centerville, Ohio

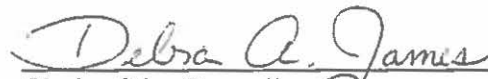
ATTEST:



Clerk of Council
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution No. 28-12, passed by the Council of the City of Centerville, Ohio on the 16th day of July, 2012.



Clerk of the Council

Approved as to form, consistency
with existing ordinances, the
charter & constitutional provisions
Department of Law
Scott A. Liberman
Municipal Attorney

**OHIO ADVANCED TRANSPORTATION PARTNERSHIP
CLEAN FUELS OHIO
GRANT AWARD AGREEMENT
AWARD NUMBER DE-EE0002566**

This Grant Award Agreement (the "Agreement") is being made on _____, 2012, by and between Clean Fuels Ohio and City of Centerville, also referred to as "Grantee."

Clean Fuels Ohio is the Grant Administrator for the United States Department of Energy (DOE), designated to provide administrative and oversight services in connection with the grant being made to Grantee. This Agreement is being made to specify Grantee's responsibilities in regard to receiving funds pursuant to the grant: CFDA No. 81.086, Award No. DE-EE0002566.

Grantee is an organization that has participated in a grant request process to receive funding to carry out certain work designed and intended to displace petroleum. The work proposed by Grantee has qualified for funding and has been awarded a grant as described below and subject to the terms and conditions of this Agreement.

In consideration of receiving the funding specified in this Agreement, Clean Fuels Ohio and Grantee agree as follows:

1. GRANT AWARD

Subject to the terms and conditions specified below, and subject to the funds being made available to Clean Fuels Ohio by DOE, Grantee is awarded a grant in the amount of \$7,500. This entire amount consists of funds from the American Recovery and Reinvestment Act of 2009 (ARRA). This award is made contingent upon satisfactory completion of all work specified herein, and reimbursement payments shall be made in accordance with the terms and conditions of this Agreement. Payment of any grant funds pursuant to this Agreement is contingent upon Clean Fuels Ohio receiving funding from DOE. Furthermore, Grantee agrees and understands that these grant funds are subject to the partner contributions set forth in the attached Exhibit C.

2. INCORPORATION BY REFERENCE

This document is deemed to be the Grant Award Agreement. This Agreement includes and expressly incorporates by reference the DOE Assistance Agreement (DE-EE0002566) in its entirety, attached hereto as Exhibits A and B. Exhibit A consists of the Assistance Agreement cover page, plus Attachments 1, 2 and 3. This Agreement includes and expressly incorporates by reference the Special Terms and Conditions for Use in Most Grants and Cooperative Agreements (DOE Terms and Conditions), attached hereto as Exhibit B. By signing this Agreement, the Grantee agrees to be bound by the DOE Terms and Conditions and to assist Clean Fuels Ohio in fulfilling all obligations and responsibilities incurred therein, as relates to Grantee's project.

3. PERFORMANCE

The work to be performed by Grantee shall begin on the date of execution of this Agreement by Clean Fuels Ohio and shall be completed before November 1, 2012. The reporting requirements specified in Paragraph 19 remain in effect until December 31, 2013. This Agreement may be extended only by a written agreement between the parties and any such extension is solely in the discretion of DOE and Clean Fuels Ohio.

Grantee's project includes the installation of one (1) Level 2 charging station on city-maintained property. Grantee's budget is set forth in Exhibit C. In the event that Grantee determines that the project parameters and/or costs will vary from those set forth in Exhibit C, Grantee will notify Clean Fuels Ohio, in writing, of such variances as soon as any such determination is made.

4. REPRESENTATIONS OF GRANTEE

Grantee represents that all of the information provided in the application and communications with Clean Fuels Ohio is true and accurate and that it fairly represents the condition and abilities of Grantee. Grantee further represents that it has made the necessary commitment, and possesses the necessary professional capabilities, qualifications, capacities, skilled personnel, experience, expertise and financial resources to perform the work required to comply in an effective, efficient and timely manner in accordance with the terms of this Agreement.

5. QUALITY ASSURANCE AND WARRANTY

Grantee agrees to perform all work required herein in a professional and workmanlike manner in accordance with generally accepted practices for the nature of the services, work and materials required in furtherance of this Agreement. Grantee agrees that any errors or omissions in the work performed by Grantee which are reported or come to the attention of Clean Fuels Ohio during the performance of the work or within one (1) year after completion and acceptance of the work, shall be corrected or replaced by Grantee at its own expense and without any additional funding from Clean Fuels Ohio. Grantee agrees to engage only qualified, reputable suppliers, consultants, and experts.

Grantee will use its best efforts to assure that any work performed under this Agreement will be pursued with due diligence and any information required to be submitted or provided hereunder will be promptly processed and provided. Grantee will maintain all data and records related to compliance with this Agreement until December 31, 2013. Grantee further warrants that all data and information delivered hereunder will be of acceptable quality and in a form and format acceptable to Clean Fuels Ohio and sufficiently complete for the needs of Clean Fuels Ohio and DOE.

6. SITE AND WORK CONDITIONS

Grantee is solely responsible for determining the specifics and location of the work to be

performed and for the general and local conditions. Further, Grantee is solely responsible for all matters affecting transportation; access; disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of suitable roadways; climatic conditions; physical conditions at work sites and the project area as a whole; topography and ground surface conditions; subsurface geology, and nature and quantity of surface and subsurface materials to be encountered; equipment and facilities needed preliminary to and during performance of the subcontract agreement; and the costs associated with such performance. The failure of Grantee to fully and properly acquaint itself with any applicable condition will not relieve it from the responsibility for properly estimating either the difficulties or the costs of successfully performing the work required in this Agreement.

7. EQUIPMENT AND TOOLS

Grantee agrees to provide at its own expense any and all such equipment and tools as are necessary for the performance of work described herein. In the event Clean Fuels Ohio should decide, in its sole discretion, that any or all of such equipment is, for any reason, inadequate for the purpose intended, it shall notify Grantee which shall, thereupon, make any necessary repairs, alterations, replacement or substitutions to such equipment as may be required to complete the work as required by this Agreement.

8. ACCEPTANCE OR CORRECTION OF DEFECTS

In addition to other reporting requirements, Grantee shall notify Clean Fuels Ohio when the work has been completed. Upon receiving notice of completion, Clean Fuels Ohio will review and inspect the work and accept or reject the work. In the event the work or any part thereof does not substantially conform to any or all of the requirements of this Agreement, Grantee shall promptly, and without additional compensation, correct all nonconforming work or submit to Clean Fuels Ohio a mutually acceptable written plan for correction of the work. In the event Grantee fails or refuses to make any reasonably requested corrections, Clean Fuels Ohio may, in its sole discretion, make such correction and Grantee shall be liable for any costs incurred. Any such costs or expenses may be charged to Grantee or withheld from any grant funds otherwise payable to Grantee.

9. PREAPPROVAL AND REIMBURSEMENT

Grantee must submit a bid solicitation draft to Clean Fuels Ohio for preapproval. In addition, Grantee must submit the charging station location to Clean Fuels Ohio for preapproval. Furthermore, Grantee must submit to Clean Fuels Ohio a Vendor Justification Form prior to executing contracts with vendors to supply equipment, materials, labor, and services to Grantee. Clean Fuels Ohio will review the form and notify Grantee when to proceed with purchases and/or work.

Grantee must submit all required National Environmental Policy Act (NEPA) documentation to Clean Fuels Ohio. Grantee must be granted NEPA approval prior to the beginning of construction.

Payments for work done by Grantee or its subcontractors in furtherance of this

Agreement will be made on a reimbursement basis only. All invoices for reimbursement of work-related expenses shall be submitted by Grantee within one month of when Grantee is invoiced for the work. Grantee will supply sufficient documentation of work performed. Grantee shall submit copies of records documenting the cost sharing expenditures to Clean Fuels Ohio. Grantee shall submit reimbursement requests and forms to Megan Miller at Megan@CleanFuelsOhio.org.

10. INDEPENDENT STATUS

Grantee shall perform and provide all work, services and materials under this Agreement as an independent agent and shall have no work-related connection with Clean Fuels Ohio. All work, services, and materials required herein shall be performed or provided by Grantee under its sole supervision, management, direction and control. Clean Fuels Ohio shall have no connection with nor any liability for the work or materials provided under this Agreement, and Clean Fuels Ohio shall look to Grantee for satisfactory completion of the proposed work only, and shall have no right at any time to direct or supervise Grantee or Grantee's agents or employees in the performance of the work or as to the manner, means and method by which work or labor is performed. All persons, labor, or employees furnished by Grantee pursuant to this Agreement, and all representatives of Grantee, shall be and remain the agents or employees of Grantee only and shall not at any time or for any purpose whatsoever be considered to be employees or agents of Clean Fuels Ohio.

11. INSURANCE

All insurance coverage carried by Grantee providing any coverage under this Agreement shall extend to and, where appropriate, shall include Clean Fuels Ohio as an additional insured. Insurance coverage shall not be less than the following:

- a. Worker's Compensation and Occupational Disease Insurance to comply with the laws of the state in which the work is performed and Coverage B, Employer's Liability Insurance with a limit of not less than \$1,000,000.
- b. Comprehensive General Liability Insurance covering operations performed under this Agreement with minimum limits of \$1,000,000.00 for bodily injury for each occurrence and \$1,000,000.00 for property damage for each occurrence.
- c. Automobile Liability Insurance covering all owned, nonowned and hired motor vehicles used in connection with the work including minimum limits of \$1,000,000.00 combined single limits for all bodily injury and/or property damage liability for each occurrence.
- d. Any such policies of insurance held or obtained by Grantee or its subcontractors, if any, whether required by this Agreement or not, shall be endorsed to waive any and all claims by the underwriters or insurers, including

subrogation, against Clean Fuels Ohio, its officers, directors, agents, employees and invitees, for any injuries, deaths, losses or damages covered by such policies.

e. Grantee shall furnish Clean Fuels Ohio with certificates of the above insurance coverage or certification of self-insured status. These certificates must provide that the insurance will not be materially changed or cancelled without thirty (30) days prior written notice to Clean Fuels Ohio.

12. CARBON CREDITS

In the event Grantee should receive or be awarded any carbon credits issued under the Midwest Greenhouse Gas Accord, or any other organization or government agency with authority or jurisdiction to issue such carbon credits or other similar instruments, which are earned, achieved or attributable to the work or modifications performed under or as a result of this Agreement, Clean Fuels Ohio shall receive ownership or control of one-half (1/2) of all such credits. Furthermore, Grantee agrees to protect and preserve Clean Fuels Ohio's interest in said carbon credits and agrees to transfer, assign or otherwise convey such interest to Clean Fuels Ohio.

13. LAWS AND REGULATIONS

Grantee agrees to comply with all federal, state, and local laws and regulations with regard to the performance of this Agreement and the employment of Grantee's employees and to pay all federal, state, and local taxes and contributions arising from such employment. Grantee agrees to perform the work in a safe and reasonable manner and adhere to all applicable federal and state safety standards and regulations.

14. QUALIFICATIONS AND CONDUCT OF PERSONNEL

Each of Grantee's employees or subcontractors performing work under this Agreement shall be appropriately qualified and trained for the duties to be performed under this Agreement. Clean Fuels Ohio reserves the right to object to any person, employee or entity assigned by Grantee to perform this work. No person or entity objected to by Clean Fuels Ohio for good cause shall be assigned by Grantee to perform work hereunder and, upon receipt of a written request from Clean Fuels Ohio for the replacement of any such person or entity, Grantee shall forthwith remove such person or entity from the work and as soon thereafter as reasonably possible shall furnish a satisfactory replacement. All of Grantee's employees and subcontractors shall comply with all federal, local, and contractual rules, policies, and procedures regarding conduct, safety, and security. In addition, Grantee must document that all subcontractors and vendors are not listed at www.epls.gov/epls/search.do.

15. EXCUSED PERFORMANCE

Failure to perform the services or duties under this Agreement by either party may be excused in the event the failure is caused by acts of God or other similar causes beyond the

reasonable control of such party. Funding of this grant is contingent upon Clean Fuels Ohio receiving the grant proceeds from DOE. Clean Fuels Ohio shall have no liability for the loss of funds due to the failure or refusal of the funding agency to provide funding or the failure or termination of funding by any branch of the government.

16. RECIPROCAL RESPONSIBILITY

Each party to this Agreement agrees that it will be responsible for its own acts and omissions and the results thereof; and, shall not be responsible for the acts and omissions of the other party and the results thereof. Each party agrees that it will assume all risk and liability to itself, its agents, or its employees for any injury to persons or property resulting in any manner from conduct of its own operations and the operations of its agents or employees under this Agreement.

17. RIGHT OF AUDIT

The accounts and books of Grantee, insofar as they relate to the work performed under this Agreement or funding received pursuant to this Agreement, may be reviewed and audited by Clean Fuels Ohio, or its agents, and DOE, or its agents, at reasonable times and from time to time during the course of this Agreement and for at least three (3) years after the date of termination of this Agreement or final acceptance of the work by Clean Fuels Ohio, whichever is later. Grantee must comply with 10 CFR § 600.153. The audit time period may be extended under certain exceptions in 10 CFR § 600.153. In the event that such audit or audits reveal any error or discrepancy of any nature whatever, such error or discrepancy will be promptly corrected, and any monies owing and due either Clean Fuels Ohio or Grantee will be promptly paid or adjusted by the other party. This audit right is in addition to, and not in any way in lieu of, any other right of Clean Fuels Ohio hereunder.

18. CHANGES

The parties to this Agreement may, with the consent of DOE, make changes within the general scope of this Agreement. If any such change requires an increase or decrease in the cost of or in the time required for the performance of any part of the work under this Agreement, an equitable adjustment shall be made in the (1) price, (2) performance schedule, and (3) in such other provisions of this Agreement as may be so affected. Any changes to this Agreement must be executed in writing.

19. INSPECTIONS AND REPORTS

Clean Fuels Ohio, or its authorized agents, and DOE, or its authorized agents, have the right, at all reasonable times, to inspect, or otherwise evaluate the performance of the work during the project and also after completion. Grantee shall provide reasonable facilities' access and assistance for the safety and convenience of Clean Fuels Ohio's and DOE's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly hinder or delay any work being performed under this Agreement.

Grantee shall submit to Clean Fuels Ohio all reports and reporting information required by the Agreement and its Exhibits, including all information required by the DOE Terms and Conditions (Exhibit B), according to a schedule set forth by Clean Fuels Ohio. Grantee shall cooperate with Clean Fuels Ohio by providing information deemed necessary by Clean Fuels Ohio to furnish all reports listed in the attached Federal Assistance Reporting Checklist and Instructions from the DOE's Assistance Agreement (Attachment 3 of Exhibit A). The reporting requirements extend until December 31, 2013.

Grantee shall maintain the cost sharing ratio throughout the grant project and submit copies of records documenting the cost sharing expenditures to Clean Fuels Ohio.

As indicated in DOE's Terms and Conditions, DOE reserves the right to amend the reporting requirements to request more frequent and more detailed reporting. In addition, Clean Fuels Ohio reserves the right to amend the reporting requirements to request more frequent and more detailed reporting.

20. ASSIGNMENT AND SUBCONTRACTING

This Agreement shall be binding on the parties hereto and their successors. This Agreement may not be assigned to any other person or party without the prior written consent of Clean Fuels Ohio, nor shall Grantee subcontract all or any portion of the work hereunder without the prior written consent of Clean Fuels Ohio. Grantee must submit a list of subcontractors to Clean Fuels Ohio. Each subcontractor must agree to the terms and conditions of this Agreement as well as be eligible to receive federal funds.

21. TERMINATION

This Agreement may be terminated by Clean Fuels Ohio in the event:

- a. Any or all of the work to be performed under this Agreement should be terminated or abandoned by Grantee;
- b. This Agreement or any part thereof shall be assigned or subcontracted by Grantee without the prior written approval of Clean Fuels Ohio;
- c. Grantee becomes insolvent or unable to meet its payroll or other current obligations; is adjudicated as bankrupt; has an involuntary petition in bankruptcy filed against it; makes an assignment for the benefit of creditors; files a petition for an arrangement, composition or compromise with its creditors under any applicable laws; or has a trustee or other officer appointed to take charge of its assets;
- d. Clean Fuels Ohio determines that Grantee is refusing or failing to properly perform work required hereunder or is not meeting schedule requirements or that Grantee is performing work under the Agreement in bad faith or not in accordance with the terms hereof; or

- e. Grantee has performed any part of this Agreement in a fraudulent manner.

Clean Fuels Ohio will notify Grantee of any such determination in writing. In the event Grantee fails or refuses to remedy any such default or issue, for any reason, within the time frame established by Clean Fuels Ohio, after receipt of written notice of any such situation, Clean Fuels Ohio may, in its sole discretion, terminate the Agreement, withhold any amounts otherwise due under this Agreement, and/or terminate Grantee's right to proceed with all or any portion of the work.

Thereupon, Clean Fuels Ohio shall, in its sole discretion, have the right to abandon such work or to complete such work by whatever method it may deem expedient, including employing other persons including other subcontractors. The expense of so completing such work, together with a reasonable charge for administering any additional contracts for such completion, will be charged to Grantee, and such expense will be deducted by Clean Fuels Ohio from such grant monies as may be due or may at any time thereafter become due to Grantee.

22. INTELLECTUAL PROPERTY

Grantee agrees that all information obtained by Clean Fuels Ohio hereunder is or may be in the public domain and available for public inspection. Grantee may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under this award. Clean Fuels Ohio reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use the work for its purposes and to authorize others to do so. In the event that Grantee contends that any information being submitted is subject to the trade secret laws of the state of Ohio and is confidential, Grantee is required to clearly and promptly identify to Clean Fuels Ohio such trade secrets at the time they are being submitted to the appropriate authority.

23. MARKETING, PUBLIC RELATIONS AND SIGNAGE

Grantee agrees to cite Clean Fuels Ohio and the DOE Clean Cities Grant in communications intended for promotional or educational purposes or to generate public awareness of Grantee's project.

Grantee agrees to include Clean Fuels Ohio in any public relations or media events associated with performance of this Agreement.

Grantee shall apply specific signage to the charging infrastructure as directed by Clean Fuels Ohio and DOE. Grantee must keep the signage on the infrastructure throughout the grant period.

24. NONDISCRIMINATION, EEO, AFFIRMATIVE ACTION

Grantee agrees to abide by all federal and state laws, regulations, and policies regarding nondiscrimination in employment, affirmative action and equal employment opportunity, and shall prohibit discrimination against employment candidates or employees on the basis of race, sex, religion, color or national origin, age, sexual orientation, disability, or Vietnam era status. In addition, Grantee will comply with all rules and regulations attached to this Agreement.

25. ENTIRE AGREEMENT

This Agreement is the entire understanding and agreement between the parties, and the Agreement includes any attachments and exhibits to the Agreement which are incorporated herein by reference and made a part of this Agreement.

26. CLEAN FUELS OHIO MEMBERSHIP

Grantee must maintain membership with Clean Fuels Ohio during the grant period.

27. DISPUTES

The validity and the effect of this Agreement, its interpretation, operations and all questions arising with respect to performance under this Agreement shall be determined initially by Clean Fuels Ohio. Written notice will be provided to Grantee. In the event there are any unresolved issues or disputes, the parties agree to submit the matter to mediation by a mutually agreeable third party to seek an amicable resolution prior to either party taking any legal action.

28. LAWS OF OHIO

This agreement shall be construed and interpreted under the laws of the State of Ohio.

Clean Fuels Ohio

City of Centerville

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

NOT SPECIFIED /OTHER

ASSISTANCE AGREEMENT				
1. Award No. DE-EE0002566		2. Modification No.	3. Effective Date 01/01/2010	4. CFDA No. 81.086
5. Awarded To CLEAN FUELS OHIO Attn: SAM SPOFFORTH CLEAN FUELS OHIO 3400 N HIGH ST STE 430 COLUMBUS OH 432021142		6. Sponsoring Office U.S. DOE/NETL Morgantown Campus 3610 Collins Ferry Road PO Box 880 Morgantown WV 26507-0880		7. Period of Performance 01/01/2010 through 12/31/2013
8. Type of Agreement <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Other	9. Authority 31 USC 6304 SEE PAGE 2 10 USC 2358		10. Purchase Request or Funding Document No. 10EE000930	
11. Remittance Address CLEAN FUELS OHIO Attn: SAM SPOFFORTH CLEAN FUELS OHIO 3400 N HIGH ST STE 430 COLUMBUS OH 432021142		12. Total Amount Govt. Share: \$11,041,500.00 Cost Share : \$18,274,951.00 Total : \$29,316,451.00	13. Funds Obligated This action: \$10,791,500.00 Total : \$10,791,500.00	
14. Principal Investigator Brad Couch 614-884-7336	15. Program Manager Erin L. Russell-Story Phone: 412-386-7334		16. Administrator U.S. DOE/NETL Morgantown Campus 3610 Collins Ferry Road PO Box 880 Morgantown WV 26507-0880	
17. Submit Payment Requests To OR for NETL (Morgantown) U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 4787 Oak Ridge TN 37831		18. Paying Office	19. Submit Reports To SEE REPORTING REQUIREMENTS CHECKLIST	
20. Accounting and Appropriation Data				
21. Research Title and/or Description of Project RECOVERY ACT -OHIO ADVANCED TRANSPORTATION PARTNERSHIP (OATP)				
For the Recipient		For the United States of America		
22. Signature of Person Authorized to Sign		25. Signature of Grants/Agreements Officer Signature on File		
23. Name and Title	24. Date Signed	26. Name of Officer ANGELA D. BOSLEY		27. Date Signed 02/01/2010

NOT SPECIFIED /OTHER

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EE0002566

PAGE OF
2 21

NAME OF OFFEROR OR CONTRACTOR
CLEAN FUELS OHIO

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>DUNS Number: 102519092 Project Period: 01/01/2010 - 12/31/2013 Budget Period: 01/01/2010 - 12/31/2013</p> <p>DOE Award Administrator: Jason Efaw jason.efaw@doe.netl.gov (304)285-5254</p> <p>Recipient Business Point of Contact: Pete Johnsen (614) 884-7336 pete@ohiocleanfuels.com</p> <p>PL 95-91 DOE Organization Act, PL 111-5 American Recovery and Reinvestment Act of 2009, PL 109-58 Energy Policy Act 2005</p> <p>The administrative office for this award is 2605 from STRIPES. The administrative office (administrative contracting activity) code is needed by the contractor/recipient for reporting to FederalReporting.gov concerning awards made with funding from the American Recovery and Reinvestment Act of 2009 (AARA or Recovery Act). ASAP: NO Extent Competed: COMPETED Davis-Bacon Act: NO Delivery: 12/31/2013 Delivery Location Code: 02605 U.S. DOE/NETL Morgantown Campus 3610 Collins Ferry Road PO Box 880 Morgantown WV 26507-0880</p> <p>Payment: OR for NETL (Morgantown) U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 4787 Oak Ridge TN 37831</p> <p>Fund: 05794 Appr Year: 2009 Allottee: 31 Report Entity: 220520 Object Class: 41000 Program: 1005109 Project: 2004510 WFO: 0000000 Local Use: 0000000 TAS Agency: 89 TAS Account: 0331</p>				

EXHIBITS

Exhibit A

Assistance Agreement Cover Page
Attachment 1: Intellectual Property Provisions
Attachment 2: Statement of Project Objectives
Attachment 3: Federal Assistance Reporting Checklist and Instructions

Exhibit B

DOE Special Terms and Conditions

Exhibit C

Budget

EXHIBIT A
ATTACHMENT 1
Intellectual Property Provisions (NRD-1003)
Nonresearch and Development

Recipients may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. DOE reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use the work for Federal purposes and to authorize others to do so.

The DOE has the right to:

- (1) Obtain, reproduce, publish or otherwise use the data first produced under this award; and
- (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

The following applies only to nonprofit organizations:

In response to a Freedom of Information Act (FOIA) request for research data relating to published research findings produced under an award that were used by the Federal Government in developing an agency action that has the force and effect of law, the DOE shall request, and the recipient shall provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the DOE obtains the research data solely in response to a FOIA request, the agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect costs incurred by the agency, the recipient, and applicable subrecipients. This fee is in addition to any fees the agency may assess under the FOIA (U.S.C. 552(a)(4)(A)).

The following definitions apply for purposes of the above paragraph:

- (1) Research data is defined as the recorded factual material commonly accepted in the scientific community as necessary to validate research findings, but not any of the following: preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or communications with colleagues. This "recorded" material excludes physical objects (e.g., laboratory samples). Research data also do not include:
 - a. Trade secrets, commercial information, materials necessary to be held confidential by a researcher until they are published, or similar information which is protected under law; and
 - b. Personnel and medical information and similar information the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a research study.
- (2) Published is defined as either when:
 - a. Research findings are published in a peer-reviewed scientific or technical journal; or
 - b. A Federal agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.
- (3) Use by the Federal Government in developing an agency action that has the force and effect of law is defined as when an agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.

EXHIBIT A
ATTACHMENT 2
STATEMENT OF PROJECT OBJECTIVES

Clean Fuels Ohio

Clean Cities Alternative Fuel and Advanced Technology Vehicle Pilot Grant Program
Recovery Act - "Ohio Advanced Transportation Partnership"

January 10, 2010

A. OBJECTIVES:

1. To increase the use of alternative fueled vehicles and advanced technology vehicles as a means to reduce U.S. dependence on imported petroleum, increase fuel economy and improve emissions.
2. To install infrastructure that supports alternative fuel and advanced technology vehicles.
3. To ensure that vehicles capable of using alternative fuel do so to the greatest extent possible.
4. To provide appropriate training for individuals associated with this project and in the larger community about the benefits of alternative fuel and advanced technology vehicles and provide them with strategies that will help them to maximize these benefits.
5. To collect data on the success of the project through collection of vehicle, infrastructure and training information.
6. To create and retain jobs.

B. PROJECT SCOPE

The objective of Ohio Advanced Transportation Partnership is to increase the use of cleaner domestic fuels, advanced vehicles and energy-saving transportation technologies in order to improve air quality and health, reduce climate change, curb dependence on imported petroleum, and support Ohio's economy. The projects included- the purchase and conversion of vehicles, construction of refueling facilities, and public education campaigns- represent significant investments in Ohio's transportation future. Included are funding requests for approximately 280 alternative fuel vehicles comprised of Compressed Natural Gas (CNG) vehicles, Propane vehicles, Hybrid Electric vehicles, Plug-in Electric Hybrid utility vehicles, and Dedicated Electric vehicles. In addition to vehicles, the project represents approximately 15 unique refueling locations with locations for electric vehicle charging, CNG stations, and propane refueling sites.

C. TASKS TO BE PERFORMED:

Task 1: Vehicle Deployment

Subtask 1.1: The Recipient shall complete the vehicle NEPA process

Subtask 1.2: The Recipient shall complete actions necessary to enable vehicle purchase or conversions. This could include, but is not limited to drafting specifications, issuing Requests for Quotes (RFQs), Evaluating Quotes, Selecting Vehicle Vendor, Negotiating Agreements with Vendor, etc.

Subtask 1.3: The Recipient shall purchase and take delivery of vehicles and/or convert vehicles.

Subtask 1.4: The Recipient shall apply appropriate signage to vehicles stating that they are part of a US DOE Clean Cities Award and are powered by an alternative fuel and/or advanced technology. For example, application of a CC Logo to the vehicle and verbiage stating "This Vehicle Powered by Alternative Fuel"

would fulfill this subtask.

Subtask 1.5: The Recipient shall deploy vehicles

Task 2: Infrastructure Development

Subtask 2.1: The Recipient shall complete the infrastructure NEPA process and obtain necessary permits

Subtask 2.2: The Recipient shall complete actions necessary to begin construction and/or upgrades. This could include, but is not limited to drafting specifications, issuing requests for quotes (RFQs), evaluating quotes, selecting infrastructure/fuel hardware vendor, negotiating agreements with vendor, etc.

Subtask 2.3: The Recipient shall begin installation/development of Fueling Infrastructure

Subtask 2.4: The Recipient shall apply appropriate signage to fueling infrastructure including all required federal, state and local fuel dispensing information including, but not limited to fuel contents, safety precautions, etc.

Subtask 2.5: The Recipient shall apply appropriate signage to fueling infrastructure stating that it is part of a US DOE Clean Cities Award.

Subtask 2.6: The Recipient shall move the infrastructure to an operational status.

Subtask 2.7: The Recipient shall monitor and document all performance of vehicles for a period of 24 months after deployment. Documentation shall include ridership, fuel usage, fuel costs, emissions, operation record, operation schedule, maintenance record, maintenance schedule, lessons learned, etc.

Task 3: Training Development & Delivery

Subtask 3.1: The Recipient shall identify specific training needs of vehicle operators, vehicle technicians, vehicle staff, refueling site supervisors, refueling site staff, individuals who will use refueling infrastructure and others as appropriate.

Subtask 3.2: The Recipient shall develop training to address needs identified in subtask 4.1.

Subtask 3.3: The Recipient shall provide training to appropriate audiences.

Subtask 3.4: The Recipient shall perform on-going identification of additional training needs and hold follow-up training, as necessary.

Subtask 3.5: The Recipient shall monitor and document the performance of infrastructure for a period of 24 months after deployment. Documentation shall include quantity of fuel dispensed, average fuel price, etc.

Task 4: Outreach/Marketing

Subtask 4.1: The Recipient shall provide a plan for project marketing/outreach that informs the public on the progress of this project.

Subtask 4.2: The Recipient shall begin execution of project marketing/outreach plan.

Subtask 4.3: The Recipient shall document all marketing/outreach activities conducted.

D. DELIVERABLES

- Reports and other deliverables shall be provided in accordance with the Federal Assistance Reporting Checklist following the instructions included therein.
- In addition, the following deliverables are required to be submitted as follows: one electronic copy is required to be submitted to the Contract Specialist and the Project Officer and one hardcopy to the Project Officer only.
 - Copies of all training materials developed
 - Copies of all marketing/outreach materials developed
- A Project Management Plan shall be provided for review and approval by DOE Project Officer within 30 days of the award. Updates or verification of the current PMP shall be provided to DOE Project Officer for review and approval on no less than a quarterly basis.
- All training provided, attendance at training session(s) and evaluation of training success shall be documented and copies of any and all training shall be provided to DOE.
- All marketing/outreach conducted shall be documented.
- All Clean Cities involvement in project shall be documented.
- All fleet data shall be documented and reported to local Clean Cities coalition for inclusion in the DOE Annual Survey.

E. BRIEFINGS/TECHNICAL PRESENTATIONS

The Recipient shall prepare detailed briefings for presentation to the Project Officer at the Project Officer's facility located in Pittsburgh, PA, Morgantown, WV, or at DOE Headquarters in Washington, DC. Briefings shall be given by the Recipient to explain the plans, progress, and results of the technical effort. The first briefing shall be presented within 60 days after the award of the agreement. However in any case, at least one (1) technical briefing shall be made to the DOE per year. The final briefing shall be presented at least 45 days before the award is due to expire. These briefings shall be made at one of the DOE locations (Washington DC/Pittsburgh, PA/ Morgantown, WV) or at one of the project team sites as appropriate.

The Recipient shall participate in DOE- or Industry-sponsored merit reviews, peer exchanges, conferences, etc. to provide project updates/lessons learned to ensure that the information and knowledge gained by project participants is shared. In addition, reports shall be developed and delivered as appropriate at Program Merit Reviews, or at technical exchange meetings, which may be organized by DOE.

**EXHIBIT A
ATTACHMENT 3**

**U.S. Department of Energy
FEDERAL ASSISTANCE REPORTING CHECKLIST
AND INSTRUCTIONS**

1. Identification Number DE-EE0002566		2. Program/Project Title RECOVERY ACT -OHIO ADVANCED TRANSPORTATION PARTNERSHIP (OATP)	
3. Recipient Ohio Clean Fuels			
4. Reporting Requirements A. MANAGEMENT REPORTING <input checked="" type="checkbox"/> Progress Report <input checked="" type="checkbox"/> Special Status Report	Frequency	No. of Copies	Addressees
	F A	Upload only 1 copy to the address in the next column at the interval specified in the previous column.	https://www.eere-pmc.energy.gov/SubmitReports.aspx
B. SCIENTIFIC/TECHNICAL REPORTING (Reports/Products must be submitted with appropriate DOE F 241. The 241 forms are available at www.osti.gov/e/ink)			
Report/Product <input type="checkbox"/> Final Scientific/Technical Report <input type="checkbox"/> Conference papers/proceedings* <input type="checkbox"/> Software/Manual <input type="checkbox"/> Other (see Special Instructions) * Scientific and technical conferences only	Form DOE F 241.3 DOE F 241.3 DOE F 241.4 DOE F 241.3		http://www.osti.gov/e/ink-2413 http://www.osti.gov/e/ink-2413 http://www.osti.gov/e/ink-2413 http://www.osti.gov/e/ink-2413
C. FINANCIAL REPORTING <input checked="" type="checkbox"/> SF-425, Federal Financial Report			
	Q, F		https://www.eere-pmc.energy.gov/SubmitReports.aspx
D. CLOSEOUT REPORTING <input type="checkbox"/> Patent Certification <input checked="" type="checkbox"/> Property Certification <input type="checkbox"/> Other (see Special Instructions)			
	F		https://www.eere-pmc.energy.gov/SubmitReports.aspx
E. OTHER REPORTING <input checked="" type="checkbox"/> Annual Indirect Cost Proposal <input type="checkbox"/> Annual Inventory Report of Federally Owned Property, if any <input checked="" type="checkbox"/> Other: Project Status & Data (see special instruction 1 below)			
	A Q ¹		https://www.eere-pmc.energy.gov/SubmitReports.aspx
F. AMERICAN RECOVERY AND REINVESTMENT ACT REPORTING <input checked="" type="checkbox"/> Reporting and Registration Requirements			
	A		http://www.federalreporting.gov
FREQUENCY CODES AND DUE DATES			
A - Within 5 calendar days after events or as specified.		S - Semiannually; within 30 days after end of reporting period.	
F - Final; 90 calendar days after expiration or termination of the award.		Q - Quarterly; within 30 days after end of the reporting period.	
Y - Yearly; 90 days after the end of the reporting period.			
5. Special Instructions: Forms are available at https://www.eere-pmc.energy.gov/forms.aspx .			
1. The Recipient shall submit Project Status & Data Quarterly Reports in accordance with the template provided by the Government (A) For projects containing deployment of vehicles: The Quarterly Report shall contain information on each vehicle (i.e. vehicle type, fleet operator, date of initial deployment), amount of fuel used by the vehicle, and vehicle miles traveled. This information shall be reported for a two-year period. Quarterly reporting shall include quarterly data, as well as cumulative data. Additionally, after one year of vehicle operation, a Fleet/Vehicle Emission Profile survey will need to be completed for each vehicle, in conjunction with the Quarterly Report (B) For projects containing development of fueling infrastructure: The Quarterly Report shall contain information on each station (i.e., location, type and size of installation) and schedule and status information for NEPA compliance, installation activities, and station startup. Additionally, once a fueling station has completed its conversion and/or installation and has initiated fuel sales, the quantity and price of the alternative fuels sold at each site shall be reported for a two-year period. Quarterly reporting shall include quarterly data, as well as cumulative data. As available, the Recipient shall also report comparative pricing information on gasoline and diesel products sold at each site.			

Federal Assistance Reporting Instructions (5/09)

A. MANAGEMENT REPORTING

Progress Report

The Progress Report must provide a concise narrative assessment of the status of work and include the following information and any other information identified under Special Instructions on the Federal Assistance Reporting Checklist:

1. The DOE award number and name of the recipient.
2. The project title and name of the project director/principal investigator.
3. Date of report and period covered by the report.
4. A comparison of the actual accomplishments with the goals and objectives established for the period and reasons why the established goals were not met.
5. A discussion of what was accomplished under these goals during this reporting period, including major activities, significant results, major findings or conclusions, key outcomes or other achievements. This section should not contain any proprietary data or other information not subject to public release. If such information is important to reporting progress, do not include the information, but include a note in the report advising the reader to contact the Principal Investigator or the Project Director for further information.
6. Cost Status. Show approved budget by budget period and actual costs incurred. If cost sharing is required break out by DOE share, recipient share, and total costs.
7. Schedule Status. List milestones, anticipated completion dates and actual completion dates. If you submitted a project management plan with your application, you must use this plan to report schedule and budget variance. You may use your own project management system to provide this information.
8. Any changes in approach or aims and reasons for change. Remember significant changes to the objectives and scope require prior approval by the contracting officer.
9. Actual or anticipated problems or delays and actions taken or planned to resolve them.
10. Any absence or changes of key personnel or changes in consortium/teaming

arrangement.

11. A description of any product produced or technology transfer activities accomplished during this reporting period, such as:
 - A. Publications (list journal name, volume, issue); conference papers; or other public releases of results. Attach or send copies of public releases to the DOE Program Manager identified in Block 15 of the Assistance Agreement Cover Page.
 - B. Web site or other Internet sites that reflect the results of this project.
 - C. Networks or collaborations fostered.
 - D. Technologies/Techniques.
 - E. Inventions/Patent Applications
 - F. Other products, such as data or databases, physical collections, audio or video, software or netware, models, educational aid or curricula, instruments or equipment.

Special Status Report

The recipient must report the following events by e-mail as soon as possible after they occur:

1. Developments that have a significant favorable impact on the project.
2. Problems, delays, or adverse conditions which materially impair the recipient's ability to meet the objectives of the award or which may require DOE to respond to questions relating to such events from the public. The recipient must report any of the following incidents and include the anticipated impact and remedial action to be taken to correct or resolve the problem/condition:
 - a. Any single fatality or injuries requiring hospitalization of five or more individuals.
 - b. Any significant environmental permit violation.
 - c. Any verbal or written Notice of Violation of any Environmental, Safety, and Health statutes.
 - d. Any incident which causes a significant process or hazard control system

failure.

- e. Any event which is anticipated to cause a significant schedule slippage or cost increase.
- f. Any damage to Government-owned equipment in excess of \$50,000.
- g. Any other incident that has the potential for high visibility in the media.

B. SCIENTIFIC/TECHNICAL REPORTS

N/A

C. FINANCIAL REPORTING

Recipients must complete the SF-425 as identified on the Reporting Checklist in accordance with the report instructions. A fillable version of the form is available at http://www.whitehouse.gov/omb/grants/grants_forms.aspx.

D. CLOSEOUT REPORTS

Final Invention and Patent Report

The recipient must provide a DOE Form 2050.11, "PATENT CERTIFICATION." This form is available at <http://www.directives.doe.gov/pdfs/forms/2050-11.pdf> and <http://grants.pr.doe.gov>.

Property Certification

The recipient must provide the Property Certification, including the required inventories of non-exempt property, located at <http://www.management.energy.gov/documents/PropertyCertFINAL.doc>

E. OTHER REPORTING

Annual Indirect Cost Proposal and Reconciliation

Requirement. In accordance with the applicable cost principles, the recipient must submit an annual indirect cost proposal, reconciled to its financial statements, within six months after the close of the fiscal year, unless the award is based on a predetermined or fixed indirect rate(s), or a fixed amount for indirect

or facilities and administration (F&A) costs.

Cognizant Agency. The recipient must submit its annual indirect cost proposal directly to the cognizant agency for negotiating and approving indirect costs. If the DOE awarding office is the cognizant agency, submit the annual indirect cost proposal to the DOE Administrator at the address listed in Block 16 of the Assistance Agreement Cover Page.

Annual Inventory of Federally Owned Property

Requirement. If at any time during the award the recipient is provided Government-furnished property or acquires property with project funds and the award specifies that the property vests in the Federal Government (i.e. federally owned property), the recipient must submit an annual inventory of this property to the DOE Administrator at the address listed in Block 16 of the Assistance Agreement Cover Page. no later than October 30th of each calendar year, to cover an annual reporting period ending on the preceding September 30th.

Content of Inventory. The inventory must include a description of the property, tag number, acquisition date, location of property, and acquisition cost, if purchased with project funds. The report must list all federally owned property, including property located at subcontractor's facilities or other locations.

F. AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (RECOVERY ACT) REPORTING

Refer to the award term entitled, Reporting and Registration Requirements, of the Special Terms and Conditions for Grants and Cooperative Agreements for details on the reporting requirements under Section 1512 of the Recovery Act. The reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act.

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EXHIBIT B

SPECIAL TERMS AND CONDITIONS FOR USE IN MOST GRANTS AND COOPERATIVE AGREEMENTS

RESOLUTION OF CONFLICTING CONDITIONS

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this award must be referred to the DOE Award Administrator for guidance.

AWARD AGREEMENT TERMS AND CONDITIONS

This award/agreement consists of the Grant and Cooperative Agreement cover page, plus the following:

- a. Special terms and conditions.
- b. Attachments:

Attachment No.	Title
1	Intellectual Property Provisions
2	Statement of Project Objectives
3	Federal Assistance Reporting Checklist
4	Budget Pages
5	Wage Rates
- c. Applicable program regulations [*NONE*]
- d. DOE Assistance Regulations, 10 CFR Part 600 at <http://ecfr.gpoaccess.gov> and if the award is for research and to a university or non-profit, the Research Terms & Conditions and the DOE Agency Specific Requirements at <http://www.nsf.gov/bfa/dias/policy/rtc/index.jsp>.
- e. Application/proposal (ORIGINAL DATED 05/29/2009, REVISION DATED 01/26/2010) as approved by DOE.
- f. National Policy Assurances to Be Incorporated as Award Terms in effect on date of award at http://management.energy.gov/business_doe/1374.htm.

CONDITIONS ON AWARD

- a. Accounting System Review

DOE has requested a review of the Recipient's accounting system to ensure its compliance with applicable Federal regulations. Should the review identify deficiencies in the accounting system, or determine the accounting system to be inadequate, the Recipient shall have thirty (30) days from the issuance of the review report to correct any such deficiencies.

If any issues identified in the review remain unresolved at the end of the 30-day period, or if the Recipient's financial management systems are determined not to conform to the appropriate requirements, DOE shall suspend payment under the award until all issues are resolved. If all issues are not resolved to the satisfaction of the DOE Contracting Officer within 45 days of the date of payment suspension, the Recipient agrees that DOE may declare the award terminated by mutual agreement of the parties. DOE's share of costs incurred prior to the date of termination shall be reimbursable to the extent such costs are allowable under the terms of the award and the applicable Federal cost principles.

- b. Estimated Cost of Award

The estimated cost of the award is based on the Recipient's application dated May 29, 2009 and application revision dated January 26, 2009. DOE has not yet agreed to Recipient's estimate. All costs are subject to definitization within one-hundred twenty (120) days of the award date.

If the parties cannot mutually agree to final estimated project cost, either party may declare the award terminated by mutual agreement of the parties upon written notice to the other party. DOE's share of cost incurred prior to the date of termination shall be reimbursable to the extent the costs are allowable under the terms of the award and the applicable Federal cost principles.

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c. Payment of Costs

DOE has obligated \$10,791,500 for completion of the project authorized by this award. However, only \$1,079,150 is available for work performed by the Recipient during the definitization period of the project. In the event the award is not definitized within 120 days of the award date, and either party elects to declare the award terminated, the maximum DOE liability to the Recipient is DOE's share of incurred costs up to \$1,079,150 provided such costs are reasonable, allocable to the award, and allowable under the terms of the award and the applicable Federal cost principles. The Recipient may incur costs beyond this limit at its own risk, subject to later reimbursement by DOE in the event the project proceeds beyond the definitization period. DOE reserves the right to unilaterally deobligate the balance of funds obligated, but not authorized for expenditure, in the event the Conditions on Award and NEPA requirements are not satisfied.

PAYMENT PROCEDURES - REIMBURSEMENT THROUGH THE AUTOMATED CLEARING HOUSE (ACH) VENDOR INQUIRY PAYMENT ELECTRONIC REPORTING SYSTEM (VIPERS)

a. **Method of Payment.** Payment will be made by reimbursement through ACH.

b. **Requesting Reimbursement.** Requests for reimbursements must be made electronically through Department of Energy's Oak Ridge Financial Service Center (ORFSC) VIPERS. To access and use VIPERS, you must enroll at <https://finweb.oro.doe.gov/vipers.htm>. Detailed instructions on how to enroll are provided on the web site.

For non-construction awards, you must submit a Standard Form (SF) 270, "Request for Advance or Reimbursement" at <https://finweb.oro.doe.gov/vipers.htm> and attach a file containing appropriate supporting documentation. The file attachment must show the total federal share claimed on the SF 270, the non-federal share claimed for the billing period if cost sharing is required, and cumulative expenditures to date (both Federal and non-Federal) for each of the following categories: salaries/wages and fringe benefits; equipment; travel; participant/training support costs, if any; other direct costs, including subawards/contracts; and indirect costs. For construction awards, you must submit a SF 271, "Outlay Report and Request for Reimbursement for Construction Programs." through VIPERS.

c. **Timing of submittals.** Submittal of the SF 270 or SF 271 should coincide with your normal billing pattern, but not more frequently than every two weeks. Requests for reimbursement must be limited to the amount of disbursements made during the billing period for the federal share of direct project costs and the proportionate share of any allowable indirect costs incurred during that billing period.

d. **Adjusting payment requests for available cash.** You must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from DOE/NNSA.

e. **Payments.** The DOE approving official will approve the invoice as soon as practicable but not later than 30 days after your request is received, unless the billing is improper. Upon receipt of an invoice payment authorization from the DOE approving official, the ORFSC will disburse payment to you. You may check the status of your payments at the VIPER web site. All payments are made by electronic funds transfer to the bank account identified on the ACH Vendor/Miscellaneous Payment Enrollment Form (SF 3881) that you filed.

INCREMENTAL FUNDING AND MAXIMUM OBLIGATION - COEXTENSIVE BUDGET PERIOD AND PROJECT PERIOD

This award is funded on an incremental basis. The maximum obligation of the DOE/NNSA is limited to the amount shown on the Agreement Face Page. You are not obligated to continue performance of the project beyond the total amount obligated and your pro rata share of the project costs, if cost sharing is required. Additional funding is contingent upon the availability of appropriated funds and substantial

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progress towards meeting the objectives of the award.

COST SHARING FFRDC'S NOT INVOLVED

a. Total Estimated Project Cost is the sum of the Government share and Recipient share of the estimated project costs. The Recipient's cost share must come from non-Federal sources unless otherwise allowed by law. By accepting federal funds under this award, you agree that you are liable for your percentage share of total allowable project costs, on a budget period basis, even if the project is terminated early or is not funded to its completion. This cost is shared as follows:

Budget Period No.	Budget Period Start	Budget End Date	Government Share \$/%	Recipient Share \$/%	Total Estimated Cost
1	01/01/2010	12/31/2013	\$11,041,500 / 37.66%	\$18,274,951 / 62.34%	\$29,316,451
Total Project			\$11,041,500	\$18,274,951	\$29,316,451

b. If you discover that you may be unable to provide cost sharing of at least the amount identified in paragraph a of this article, you should immediately provide written notification to the DOE Award Administrator indicating whether you will continue or phase out the project. If you plan to continue the project, the notification must describe how replacement cost sharing will be secured.

c. You must maintain records of all project costs that you claim as cost sharing, including in-kind costs, as well as records of costs to be paid by DOE/NNSA. Such records are subject to audit.

d. Failure to provide the cost sharing required by this Article may result in the subsequent recovery by DOE/NNSA of some or all the funds provided under the award.

REBUDGETING AND RECOVERY OF INDIRECT COSTS - REIMBURSABLE INDIRECT COSTS AND FRINGE BENEFITS

a. If actual allowable indirect costs are less than those budgeted and funded under the award, you may use the difference to pay additional allowable direct costs during the project period. If at the completion of the award the Government's share of total allowable costs (i.e., direct and indirect), is less than the total costs reimbursed, you must refund the difference.

b. Recipients are expected to manage their indirect costs. DOE will not amend an award solely to provide additional funds for changes in indirect cost rates. DOE recognizes that the inability to obtain full reimbursement for indirect costs means the recipient must absorb the underrecovery. Such underrecovery may be allocated as part of the organization's required cost sharing.

PRE-AWARD COSTS

You are entitled to reimbursement for costs incurred on or after August 24, 2009, as authorized by the pre-award costs letter dated October 30, 2009, if such costs are allowable in accordance with the applicable Federal cost principles referenced in 10 CFR part 600.

STATEMENT OF FEDERAL STEWARDSHIP

DOE/NNSA will exercise normal Federal stewardship in overseeing the project activities performed under this award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to correct deficiencies which develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the award

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objectives have been accomplished.

SITE VISITS

DOE/NNSA's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. You must provide, and must require your subawardees to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

REPORTING REQUIREMENTS

- a. **Requirements.** The reporting requirements for this award are identified on the Federal Assistance Reporting Checklist, DOE F 4600.2, attached to this award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.
- b. **Dissemination of scientific/technical reports.** Scientific/technical reports submitted under this award will be disseminated on the Internet via the DOE Information Bridge (www.osti.gov/bridge), unless the report contains patentable material, protected data, or SBIR/STTR data. Citations for journal articles produced under the award will appear on the DOE Energy Citations Database (www.osti.gov/energycitations).
- c. **Restrictions.** Reports submitted to the DOE Information Bridge must not contain any Protected Personal Identifiable Information (PII), limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release.

Note: Subject to OMB approval pursuant to the Paperwork Reduction Act, DOE reserves the right to amend the reporting requirements to request more frequent and more detailed reporting.

PUBLICATIONS

- a. You are encouraged to publish or otherwise make publicly available the results of the work conducted under the award.
- b. An acknowledgment of Federal support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as follows:

Acknowledgment: "This material is based upon work supported by the Department of Energy under Award Number DE-EE0002566."

Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS

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You must obtain any required permits and comply with applicable federal, state, and municipal laws, codes, and regulations for work performed under this award.

INTELLECTUAL PROPERTY PROVISIONS AND CONTACT INFORMATION

- a. The intellectual property provisions applicable to this award are provided as an attachment to this award or are referenced on the Agreement Face Page. A list of all intellectual property provisions may be found at http://www.gc.doe.gov/financial_assistance_awards.htm.
- b. Questions regarding intellectual property matters should be referred to the DOE Award Administrator and the Patent Counsel designated as the service provider for the DOE office that issued the award. The IP Service Providers List is found at [http://www.gc.doe.gov/documents/Intellectual_Property_\(IP\)_Service_Providers_for_Acquisition.pdf](http://www.gc.doe.gov/documents/Intellectual_Property_(IP)_Service_Providers_for_Acquisition.pdf)

LOBBYING RESTRICTIONS

By accepting funds under this award, you agree that none of the funds obligated on the award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS – SENSE OF CONGRESS

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

INSOLVENCY, BANKRUPTCY OR RECEIVERSHIP

- a. You shall immediately notify the DOE of the occurrence of any of the following events: (i) you or your parent's filing of a voluntary case seeking liquidation or reorganization under the Bankruptcy Act; (ii) your consent to the institution of an involuntary case under the Bankruptcy Act against you or your parent; (iii) the filing of any similar proceeding for or against you or your parent, or its consent to, the dissolution, winding-up or readjustment of your debts, appointment of a receiver, conservator, trustee, or other officer with similar powers over you, under any other applicable state or federal law; or (iv) your insolvency due to your inability to pay your debts generally as they become due.
- b. Such notification shall be in writing and shall: (i) specifically set out the details of the occurrence of an event referenced in paragraph a; (ii) provide the facts surrounding that event; and (iii) provide the impact such event will have on the project being funded by this award.
- c. Upon the occurrence of any of the four events described in the first paragraph, DOE reserves the right to conduct a review of your award to determine your compliance with the required elements of the award (including such items as cost share, progress towards technical project objectives, and submission of required reports). If the DOE review determines that there are significant deficiencies or concerns with your performance under the award, DOE reserves the right to impose additional requirements, as needed, including (i) change your payment method; or (ii) institute payment controls.
- d. Failure of the Recipient to comply with this provision may be considered a material noncompliance of this financial assistance award by the Contracting Officer.

NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) REQUIREMENTS

Pursuant to the National Environmental Policy Act (NEPA), the Recipient is required to provide a completed Environmental Questionnaire (NETL F. 451.1-1/3) and any supplemental documentation for

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each location at which work will be conducted under this award. In the case of a new station, this additional documentation shall include an environmental site assessment to be performed by a qualified vendor accompanied by a photograph of the site. The Recipient and any entities associated with the performance of work under this award shall be restricted from taking any action using Federal funds which would have an adverse affect on the environment or limit the choice of reasonable alternatives prior to DOE providing either a NEPA clearance or a final NEPA decision regarding each site location. Prohibited actions include, but are not limited to, vehicle conversion, vehicle deployment, infrastructure work such as demolition of existing buildings, site clearing, ground breaking, construction, and/or detailed design. This restriction does not preclude you from performing administrative, educational, training, and outreach/marketing related activities. DOE will provide written notification to the recipient regarding NEPA clearance as soon as such determination is made by the NETL NEPA Compliance Officer.

DECONTAMINATION AND/OR DECOMMISSIONING (D &D) COSTS

Notwithstanding any other provisions of this Agreement, the Government shall not be responsible for or have any obligation to the recipient for (i) Decontamination and/or Decommissioning (D&D) of any of the recipient's facilities, or (ii) any costs which may be incurred by the recipient in connection with the D&D of any of its facilities due to the performance of the work under this Agreement, whether said work was performed prior to or subsequent to the effective date of this Agreement.

PROPERTY

Real property, and equipment acquired by the Recipient shall be subject to the rules set forth in 10 CFR 600.130-137, 10 CFR 600.231-233, or 10 CFR 600.320-324 as applicable.

Consistent with the goals and objectives of this project, the Recipient may continue to use Recipient acquired property beyond the Period of Performance, without obligation, during the period of such use, to extinguish DOE's conditional title to such property as described in 10 CFR 600.132-135, 10 CFR 600.231-233, 600.321-324, subject to the following: (a) the Recipient continues to utilize such property for the objectives of the project as set forth in the Statement of Project Objectives; (b) DOE retains the right to periodically ask for, and the Recipient agrees to provide, reasonable information concerning the use and condition of the property; and (c) the Recipient follows the property disposition rules set forth in the applicable sections of 10 CFR Part 600, if the property is no longer used by the Recipient for the objectives of the project, and the fair market value of property exceeds \$5,000.

Once the per unit fair market value of the property is less than \$5,000, pursuant to the applicable sections of 10 CFR Part 600, DOE's residual interest in the property shall be extinguished and Recipient shall have no further obligation to the DOE with respect to the property.

The regulations as set forth in 10 CFR Part 600 and the requirements of this article shall also apply to property in the possession of any team member, sub-recipient or other entity where such property was acquired in whole in part with funds provided by DOE under this grant or where such property was counted as cost-sharing under the grant.

INDEMNITY

The awardee shall indemnify the Government and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys' fees, arising from suits, actions, or claims of any character for death, bodily injury, or loss of or damage to property or to the environment, resulting from the project, except to the extent that such liability results from the direct fault or negligence of Government officers, agents or employees, or to the extent such liability may be covered by applicable allowable costs provisions.

SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (Mar 2009)

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Preamble

The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act) was enacted to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits, stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases. Recipients shall use grant funds in a manner that maximizes job creation and economic benefit.

The Recipient shall comply with all terms and conditions in the Recovery Act relating generally to governance, accountability, transparency, data collection and resources as specified in Act itself and as discussed below.

Recipients should begin planning activities for their first tier subrecipients, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration (CCR).

Be advised that Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and related guidance. For projects funded by sources other than the Recovery Act, Contractors must keep separate records for Recovery Act funds and to ensure those records comply with the requirements of the Act.

The Government has not fully developed the implementing instructions of the Recovery Act, particularly concerning specific procedural requirements for the new reporting requirements. The Recipient will be provided these details as they become available. The Recipient must comply with all requirements of the Act. If the recipient believes there is any inconsistency between ARRA requirements and current award terms and conditions, the issues will be referred to the Contracting Officer for reconciliation.

Definitions

For purposes of this clause, Covered Funds means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. Covered Funds will have special accounting codes and will be identified as Recovery Act funds in the grant, cooperative agreement or TIA and/or modification using Recovery Act funds. Covered Funds must be reimbursed by September 30, 2015.

Non-Federal employer means any employer with respect to covered funds – the contractor, subcontractor, grantee, or recipient, as the case may be, if the contractor, subcontractor, grantee, or recipient is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving covered funds; or with respect to covered funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government.

Recipient means any entity that receives Recovery Act funds directly from the Federal government (including Recovery Act funds received through grant, loan, or contract) other than an individual and includes a State that receives Recovery Act Funds.

Special Provisions

A. Flow Down Requirement

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Recipients must include these special terms and conditions in any subaward.

B. Segregation of Costs

Recipients must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.

C. Prohibition on Use of Funds

None of the funds provided under this agreement derived from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

D. Access to Records

With respect to each financial assistance agreement awarded utilizing at least some of the funds appropriated or otherwise made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or of the Comptroller General is authorized --

(1) to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to, and involve transactions that relate to, the subcontract, subcontract, grant, or subgrant; and

(2) to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

E. Publication

An application may contain technical data and other data, including trade secrets and/or privileged or confidential information, which the applicant does not want disclosed to the public or used by the Government for any purpose other than the application. To protect such data, the applicant should specifically identify each page including each line or paragraph thereof containing the data to be protected and mark the cover sheet of the application with the following Notice as well as referring to the Notice on each page to which the Notice applies:

Notice of Restriction on Disclosure and Use of Data

The data contained in pages --- of this application have been submitted in confidence and contain trade secrets or proprietary information, and such data shall be used or disclosed only for evaluation purposes, provided that if this applicant receives an award as a result of or in connection with the submission of this application, DOE shall have the right to use or disclose the data here to the extent provided in the award. This restriction does not limit the Government's right to use or disclose data obtained without restriction from any source, including the applicant.

Information about this agreement will be published on the Internet and linked to the website www.recovery.gov, maintained by the Accountability and Transparency Board. The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

F. Protecting State and Local Government and Contractor Whistleblowers

The requirements of Section 1553 of the Act are summarized below. They include, but are not limited to:

Prohibition on Reprisals: An employee of any non-Federal employer receiving covered funds under the

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American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, 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 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 (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:

- gross mismanagement of an agency contract or grant relating to covered funds;
- a gross waste of covered funds;
- a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- an abuse of authority related to the implementation or use of covered funds; or
- as violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

Agency Action: Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:

- Order the employer to take affirmative action to abate the reprisal.
- Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.
- Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

Nonenforceability of Certain Provisions Waiving Rights and Remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: Any employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall post notice of the rights and remedies as required therein. (Refer to section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, www.Recovery.gov, for specific requirements of this section and prescribed language for the notices.).

G. RESERVED

H. False Claims Act

Recipient and sub-recipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor 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 those funds.

I. Information in Support of Recovery Act Reporting

Recipient may be required to submit backup documentation for expenditures of funds under the Recovery Act including such items as timecards and invoices. Recipient shall provide copies of backup documentation at the request of the Contracting Officer or designee.

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J. Availability of Funds

Funds appropriated under the Recovery Act and obligated to this award are available for reimbursement of costs until September 30, 2015.

REPORTING AND REGISTRATION REQUIREMENTS UNDER SECTION 1512 OF THE RECOVERY ACT

(a) This award requires the recipient to complete projects or activities which are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act) and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.

(b) The reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act.

(c) Recipients and their first-tier recipients must maintain current registrations in the Central Contractor Registration (<http://www.ccr.gov>) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is one of the requirements for registration in the Central Contractor Registration.

(d) The recipient shall report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided online at <http://www.FederalReporting.gov> and ensure that any information that is pre-filled is corrected or updated as needed.

REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS (COVERED UNDER INTERNATIONAL AGREEMENTS)--SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

(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

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(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) The award term and condition described in this section 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 section.

(3) The requirement in paragraph (b)(2) of this section does not apply to the iron, steel, and manufactured goods listed by the Federal Government as follows: [NONE]

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

(i) The cost of domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of

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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 good 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 section 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 section.

(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 section.

(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 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.

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(d) Data. To permit evaluation of requests under paragraph (b) of this section 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)*
Item 1:			
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.]

WAGE RATE REQUIREMENTS UNDER SECTION 1606 OF THE RECOVERY ACT

(a) 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. 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 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).

(b) 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 Davis-Bacon 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.

RECOVERY ACT TRANSACTIONS LISTED IN SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND RECIPIENT RESPONSIBILITIES FOR INFORMING SUBRECIPIENTS

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111--5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 "Uniform Administrative Requirements for Grants and Agreements" and OMB Circular A--102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A--102 is available at <http://www.whitehouse.gov/omb/circulars/a102/a102.html>.

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(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF--SAC) required by OMB Circular A-133. OMB Circular A-133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF--SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF--SAC.

(c) Recipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

(d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

DAVIS BACON ACT AND CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Definitions: For purposes of this article, Davis Bacon Act and Contract Work Hours and Safety Standards Act, the following definitions are applicable:

(1) "Award" means any grant, cooperative agreement or technology investment agreement made with Recovery Act funds by the Department of Energy (DOE) to a Recipient. Such Award must require compliance with the labor standards clauses and wage rate requirements of the Davis-Bacon Act (DBA) for work performed by all laborers and mechanics employed by Recipients (other than a unit of State or local government whose own employees perform the construction) Subrecipients, Contractors and subcontractors.

(2) "Contractor" means an entity that enters into a Contract. For purposes of these clauses, Contractor shall include (as applicable) prime contractors, Recipients, Subrecipients, and Recipients' or Subrecipients' contractors, subcontractors, and lower-tier subcontractors. "Contractor" does not mean a unit of State or local government where construction is performed by its own employees."

(3) "Contract" means a contract executed by a Recipient, Subrecipient, prime contractor or any tier subcontractor for construction, alteration, or repair. It may also mean (as applicable) (i) financial assistance instruments such as grants, cooperative agreements, technology investment agreements, and loans; and, (ii) Sub awards, contracts and subcontracts issued under financial assistance agreements. "Contract" does not mean a financial assistance instrument with a unit of State or local government where construction is performed by its own employees.

(4) "Contracting Officer" means the DOE official authorized to execute an Award on behalf of DOE and who is responsible for the business management and non-program aspects of the financial assistance process.

(5) "Recipient" means any entity other than an individual that receives an Award of Federal funds in the form of a grant, cooperative agreement or technology investment agreement directly from the Federal Government and is financially accountable for the use of any DOE funds or property, and is legally responsible for carrying out the terms and conditions of the program and Award.

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(6) "Subaward" means an award of financial assistance in the form of money, or property in lieu of money, made under an award by a Recipient to an eligible Subrecipient or by a Subrecipient to a lower-tier subrecipient. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract, but does not include the Recipient's procurement of goods and services to carry out the program nor does it include any form of assistance which is excluded from the definition of "Award" above.

(7) "Subrecipient" means a non-Federal entity that expends Federal funds received from a Recipient to carry out a Federal program, but does not include an individual that is a beneficiary of such a program.

(a) Davis Bacon Act

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), 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 wage determination of the Secretary of Labor which is attached hereto 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.

(ii)(A) The Contracting Officer shall require 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 Contracting Officer shall approve 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

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(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 Contracting Officer 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 Contracting Officer to the Administrator of the Wage and Hour Division, 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 Contracting Officer or will notify the Contracting Officer 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 Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(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 Department of Energy or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this 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 (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the Department of Energy, Recipient, or Subrecipient, may, after written notice to the Contractor, sponsor, applicant, or owner, 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.

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(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 (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). 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 Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit the payrolls to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy. 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 Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit them to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy, 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 sponsoring government agency (or the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner).

(B) Each payroll submitted 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:

EXHIBIT B

(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 3729 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 Department of Energy 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, the Federal agency may, after written notice to the Contractor, 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

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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) Contracts and Subcontracts. The Recipient, Subrecipient, the Recipient's and Subrecipient's contractors and subcontractor shall insert in any Contracts the clauses contained herein in(a)(1) through (10) and such other clauses as the Department of Energy may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of the paragraphs in this clause.

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(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 Recipient, Subrecipient, the Contractor (or any of its subcontractors) and the contracting agency, 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.

(b) Contract Work Hours and Safety Standards Act. 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 (b)(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 (b)(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 (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Department of Energy or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, 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

EXHIBIT B

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 (b)(2) of this section.

(4) Contracts and Subcontracts. The Recipient, Subrecipient, and Recipient's and Subrecipient's contractor or subcontractor shall insert in any Contracts, the

RECIPIENT FUNCTIONS

(1) On behalf of the Department of Energy (DOE), Recipient shall perform the following functions:

(a) Obtain, maintain, and monitor all DBA certified payroll records submitted by the Subrecipients and Contractors at any tier under this Award;

(b) Review all DBA certified payroll records for compliance with DBA requirements, including applicable DOL wage determinations;

(c) Notify DOE of any non-compliance with DBA requirements by Subrecipients or Contractors at any tier, including any non-compliances identified as the result of reviews performed pursuant to paragraph (b) above;

(d) Address any Subrecipient and any Contractor DBA non-compliance issues; if DBA non-compliance issues cannot be resolved in a timely manner, forward complaints, summary of investigations and all relevant information to DOE;

(e) Provide DOE with detailed information regarding the resolution of any DBA non-compliance issues;

(f) Perform services in support of DOE investigations of complaints filed regarding noncompliance by Subrecipients and Contractors with DBA requirements;

(g) Perform audit services as necessary to ensure compliance by Subrecipients and Contractors with DBA requirements and as requested by the Contracting Officer; and

(h) Provide copies of all records upon request by DOE or DOL in a timely manner.

(2) All records maintained on behalf of the DOE in accordance with paragraph (1) above are federal government (DOE) owned records. DOE or an authorized representative shall be granted access to the records at all times.

(3) In the event of, and in response to any Freedom of Information Act, 5 U.S.C. 552, requests submitted to DOE, Recipient shall provide such records to DOE within 5 business days of receipt of a request from DOE.

FINAL INCURRED COST AUDIT

In accordance with 10 CFR 600, DOE reserves the right to initiate a final incurred cost audit on this award. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.



February 5, 2010

Clean Fuels Ohio

This memo will serve as supporting documentation for Clean Fuels Ohio regarding the Indemnity Provision in Award No DE-EE0002566

During the negotiation phase of this award, Clean Fuels Ohio expressed concern that the objectives of the award may be compromised if they, as the principal recipient of the award, are required to include the standard Indemnity Provision in all contracts with sub-awardees. The Department of Energy agreed to include the revised provision below, which was intended to include highlighted text as part of the provision. In error, the Indemnity Provision in the base award did not include the highlighted text. This text will be added in the revised Terms and Conditions that will be included in the first amendment DE-EE0002566 – 0001

The recipient must include the following Indemnity provision in any for-profit sub-award(s), at any tier.

INDEMNITY

The awardee shall indemnify the Government and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys' fees, arising from suits, actions, or claims of any character for death, bodily injury, or loss of or damage to property or to the environment, resulting from the project, except to the extent that such liability results from the direct fault or negligence of Government officers, agents or employees, or to the extent such liability may be covered by applicable allowable costs provisions


SIGNATURE

02-05-2010
DATE

The purpose of this amendment is to fully fund the agreement and revise the award Terms and Conditions. Accordingly, the grant is amended as follows:

1. As reflected in Block 13 the Award Cover Page, funds in the amount of \$250,000 are hereby obligated increasing the total DOE obligations from \$10,791,500 to \$11,041,500. The agreement is now fully funded.
2. The "Special Terms and Conditions" are revised as follows:

- The "Incremental Funding and Maximum Obligation – Coextensive Budget Period and Project Period" Provision in the Terms and Conditions is hereby deleted in its entirety.
- The "INDEMNITY" Provision in the Terms and Conditions is hereby deleted in its entirety and replaced with the following. Changes are delineated in **bold**. The effective date of this change is 01/01/2010.

"The recipient must include the following Indemnity provision in any for-profit sub-award(s), at any tier.

INDEMNITY

The awardee shall indemnify the Government and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys' fees, arising from suits, actions, or claims of any character for death, bodily injury, or loss of or damage to property or to the environment, resulting from the project, except to the extent that such liability results from the direct fault or negligence of Government officers, agents or employees, or to the extent such liability may be covered by applicable allowable costs provisions."

- Paragraph C (only) of the "Conditions on Award" Provision in the Terms and Conditions is hereby deleted in its entirety and replaced with the following. Changes are delineated in **bold**

"c. Payment of Costs

DOE has obligated **\$11,041,500** for completion of the project authorized by this award. However, only **\$3,312,450** is available for work performed by the Recipient during the definitization period of the project. In the event the award is not definitized within 120 days of the award date, and either party elects to declare the award terminated, the maximum DOE liability to the Recipient is DOE's share of incurred costs up to **\$3,312,450** provided such costs are reasonable, allocable to the award, and allowable under the terms of the award and the applicable Federal cost principles. The Recipient may incur costs beyond

this limit at its own risk, subject to later reimbursement by DOE in the event the project proceeds beyond the definitization period. DOE reserves the right to unilaterally deobligate the balance of funds obligated, but not authorized for expenditure, in the event the Conditions on Award and NEPA requirements are not satisfied.”

All other terms and conditions remain unchanged and in full force and effect.

*****END OF AMENDMENT 001 *****

EXHIBIT C
Detailed Budget

Project Expenses			
Expense Category	Total Project Cost	Partner Contribution (Your Match)	Federal Funding Requested
Personnel	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00
Equipment	\$5,000.00	\$2,500.00	\$2,500.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00
Construction	\$10,000.00	\$5,000.00	\$5,000.00
Total Direct Expenses (above)	\$15,000.00	\$7,500.00	\$7,500.00

EQUIPMENT COSTS					
Description of Equipment	Cost of Each Equipment Item	Number of Equipment Items	Total Project Cost	Partner Contribution (Your Match)	Federal Funding Requested
Dual 240V Level 2 PEV Charger	\$5,000.00	1	\$5,000.00	\$2,500.00	\$2,500.00
Total Equipment Costs			\$5,000.00	\$2,500.00	\$2,500.00

City of Centerville

CONSTRUCTION COSTS					
Purpose for Contractual Labor	Cost of Construction	Number of Items	Total Project Cost	Partner Contribution (Your Match)	Federal Funding Requested
Installation of Dual 240V Level 2 PEV Charger	\$10,000.00	1	\$10,000.00	\$5,000.00	\$5,000.00
Total Construction Costs			\$10,000.00	\$5,000.00	\$5,000.00