

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

This Grant Award Agreement (the “Agreement”) is being made on _____, 2011, by and between Clean Fuels Ohio and City of Columbus, 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 XXXXXX. 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 March 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 two (2) Level 2 charging stations on city 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, 2015. 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 the charging station locations 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 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

The City of Columbus is self-insured. The City of Columbus will handle any claims brought against it involving the work performed under this Agreement.

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 Grantees 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. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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. The grant period ends December 31, 2013.

23. 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.

24. 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.

25. CLEAN FUELS OHIO MEMBERSHIP

Grantee must maintain membership with Clean Fuels Ohio during the grant period. The grant period ends December 31, 2013.

26. 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 disputes, the parties to this Agreement agree to submit the matter to mediation by a mutually agreeable third party to seek an amicable resolution prior to taking any legal action. If matters are unresolved through mediation, the dispute will be handled in a Franklin County court.

27. LAWS OF OHIO

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

Clean Fuels Ohio

City of Columbus

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Approved as to Form

Signature

Date

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