

CITY OF ANN ARBOR WIND GENERATOR PROJECT GRANT
AGREEMENT BETWEEN THE CITY OF ANN ARBOR
AND ANN ARBOR HANDS-ON MUSEUM

Whereas, the US Department of Energy (hereafter “DOE”) has awarded the City of Ann Arbor a grant for a Wind Generator Project, subject to the terms and conditions of the grant effective November 1, 2009 (hereafter “Grant”);

Whereas, Ann Arbor Hands-On Museum agrees to provide services related to this Grant;

Therefore, the City of Ann Arbor, a Michigan municipal corporation having its offices at 301 E. Huron Street, Ann Arbor, Michigan 48107 (hereafter “Grantee” or “City of Ann Arbor”) and Ann Arbor Hands-On Museum (hereafter “Sub-Grantee”), a Michigan nonprofit corporation having its offices at 220 E. Ann St., Ann Arbor, MI 48104, enter into this Agreement (hereafter “Agreement”) this ____ day of _____, 2014.

The City of Ann Arbor, as Grantee for purposes of the grant, and Ann Arbor Hands-On Museum, as Sub-Grantee, agree that the services provided by Sub-Grantee in connection with the grant shall be subject to the terms and conditions, and limitations as set forth below in the following General Terms and Conditions and Additional Terms and Conditions.

GENERAL TERMS AND CONDITIONS

1. It is understood and agreed by the parties that funds will be made available under the Grant solely for eligible expenses during the term of the Grant and that the DOE is under no obligation to approve requests for additional funding during or beyond the grant period.
2. It is understood and agreed by the parties that grant funds are being made available and may be used only for the purposes stated in the Grant and subject to the terms and conditions of the Grant. Sub-Grantee certifies that it has received a copy of the Grant and has made itself aware of the terms and conditions of the Grant that apply to this Agreement and to the services Sub-Grantee will perform.
3. It is understood and agreed by the parties that Grantee and Sub-Grantee are subject to the applicable provisions in DOE Assistance Regulations, 10 CFR Part 600 which can be found at <http://ecfr.gpoaccess.gov>.
4. The Sub-Grantee shall perform its services for the Project in compliance with applicable terms and conditions of the Department of Energy Grant associated with Award No. DE-EE0000447, including the Special Terms and Conditions of the Grant to the extent that they apply. A copy of the Grant’s Special Terms and Conditions is attached as Exhibit 3 to this agreement.

5. Sub-Grantee understands and agrees that in the event the DOE cancels the Grant for any reason, such cancellation shall be with no further liability to the Grantee, its departments, divisions, agencies, sections, commissions, officers, agents and employees.
6. It is understood and agreed by the parties that if the Grant extends beyond its initially approved timeframe, continuation of the Grant is subject to appropriation of funds for this project. It is further understood by the parties that if funds to enable the DOE to effect continued payment under the Grant are not appropriated or otherwise made available, the DOE shall have the right to terminate the Grant without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to the Grantee, which written notice of non-appropriation DOE has agreed to give to Grantee within 30 days after DOE receives notice of such non-appropriation. Grantee will give written notice to Sub-Grantee within five (5) business days after it receives notice from DOE.
7. Sub-Grantee must obtain prior written approval for program changes from Grantee prior to implementation of the program change. It is understood and agreed that Grantee's approval is subject to submission to and approval of the DOE's Project Officer and Award Administrator. Program change is identified as (a) changes of substance in the program activities, and (b) any change in the budget.
8. Sub-Grantee shall retain all financial records, supporting documents, statistical records, and all other pertinent records in connection with the Grant for a period of three (3) years. The retention period starts from the date of submission of the final expenditure report by Grantee. It is acknowledged that the DOE may, at its discretion, require a final audit prior to or after the final payment. Sub-Grantee will maintain accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided.

Sub-Grantee agrees to comply with and assist Grantee in complying with any audit report required by DOE or Grantee in connection with the Grant or this Agreement. Grantee, the DOE or their representatives may inspect, copy or audit Sub-Grantee's records at any reasonable time after giving reasonable notice.

9. Sub-Grantee agrees that the costs reported to Grantee for this Agreement will represent only those items that are properly chargeable in accordance with this Agreement. Sub-Grantee also certifies that it has read the Agreement terms and has made itself aware of the applicable laws, regulations, and terms of this Agreement that apply to the reporting of costs incurred under the terms of this Agreement.

10. Sub-Grantee agrees to comply with all pertinent Federal and State regulations and legislation involving civil rights, equal opportunity and affirmative action including but not limited to Title VI of the Civil Rights Act of 1964, and Act No. 453, Michigan Public Acts of 1976.
11. Sub-Grantee certifies, by signature to this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this grant by any federal department or agency.
12. Sub-Grantee certifies, by signature to this Agreement, that (a) No federal appropriated funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement; (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Sponsor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and (c) This certification is a material representation of fact upon which reliance was placed when this grant was entered into. Submission of this certification is a prerequisite for entering into this Agreement imposed by section 1352, title 31, U.S. Code on all Sub-Grantees. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ADDITIONAL TERMS AND CONDITIONS

1. Sub-Grantee agrees that all procurement transactions involving the use of Federal funds shall be conducted in a manner that provides maximum open and free competition. When competitive selection is not feasible or practical, the Sub-Grantee agrees to obtain the written approval of the Grantee's Project Manager before making a sole source selection. Sole source contracts should be negotiated to the extent that such negotiation is possible.
2. Sub-Grantee agrees that Sub-Grantee and its sub-grantees will maintain during the term of this grant general liability, auto, and worker's compensation insurance insuring, as they may appear, the interests of all parties to this grant against any and all claims which may arise out of the Sub-

Grantee's or its sub-grantees' activities under the terms of this grant, as set out more specifically in Exhibit 4. Sub-Grantee shall provide to the City of Ann Arbor a copy of the Sub-Grantee's insurance certificates and copies of required endorsements as evidence of compliance with this provision prior to commencement of any activities. If requested, Sub-Grantee shall provide the same insurance documents for its sub-grantees.

3. Sub-Grantee shall indemnify and hold harmless the DOE, City of Ann Arbor, their respective agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the work required under this Agreement, which includes all labor, material and equipment required to produce the service required by this Agreement, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Sub-Grantee, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the DOE, City of Ann Arbor, and/or, any of their respective agents or employees by any employee of the Sub-Grantee or its contractor(s), anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this grant shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Grantee, Sub-Grantee or its contractor under workers disability compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the Sub-Grantee under the Grant and this Agreement shall not extend to the liability, if any, of the DOE, City of Ann Arbor, or their respective agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the DOE, City of Ann Arbor, or their respective agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

This indemnification clause is intended to be comprehensive. Any overlap in subclauses, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other subclause.

4. Sub-Grantee agrees to undertake, perform, and complete the services as defined in Exhibit 1.

5. Grantee agrees to undertake, perform, and complete the following services:

Provide contract management services for the Grant including:

 - Submit all required progress reports, finance reports and certifications to the DOE
 - Accept and distribute all funds related to the Grant
6. Sub-Grantee agrees to satisfy all of its obligations as Sub-Grantee to assure that time schedules are being met, projected work units by time period are being accomplished, and other performance goals are achieved.
7. Sub-Grantee agrees that the authorized representatives of DOE and of Grantee 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. Sub-Grantee agrees 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.
8. Sub-Grantee agrees that 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 the Grant and this Agreement, as follows:

Acknowledgment: “This material is based upon work supported by the Department of Energy under Award Number DE-EE0000447.”

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.”
9. Sub-Grantee acknowledges and agrees that it does not have any authority to execute any contract or agreement on behalf of the City of Ann Arbor and is not granted any authority to assume or create any obligation or liability on the City of Ann Arbor’s behalf, or to bind the City of Ann Arbor in any way.

10. Basis of Payment to Sub-Grantee will be on an actual cost basis for an amount not to exceed \$300,021. Compensation will be made in accordance with the costs presented in Exhibit 2. Eligible Project Costs shall not include indirect costs or fringe costs unless approved by the DOE Contracting Officer.
11. Sub-Grantee warrants that it has all the skills and experience necessary, or the financial resources to obtain the necessary materials and services, to perform the services it is to provide pursuant to this Agreement. The City of Ann Arbor may rely upon the accuracy of reports and surveys provided to it by the Sub-Grantee except when defects should have been apparent to a reasonably competent reviewer or when it has actual notice of any defects in the reports and surveys.
12. All notices and submissions required under the Agreement shall be by personal delivery or by first-class mail, postage prepaid, to the address stated in this Agreement or such other address as either party may designate by prior written notice to the other. Notice to the City of Ann Arbor shall be considered delivered under this Agreement when personally delivered to the City's Project Manager or placed in the U.S. mail, postage prepaid to the City of Ann Arbor, in care of the City's Project Manager.
13. This Agreement shall be construed, governed and enforced in accordance with the laws of the State of Michigan. Whenever possible, each provision of this agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this agreement or the application of the provision to other parties or other circumstances.
14. This Agreement represents the entire understanding between the City of Ann Arbor and the Sub-Grantee. This agreement may be altered, amended or modified only by written amendment signed by the Sub-Grantee and the City of Ann Arbor.
15. The individual or officer signing this Agreement certifies by his/her signature that he/she is authorized to sign this Agreement on behalf of the responsible governing board, official, agency or political entity.

Signatures:

ANN ARBOR HANDS-ON MUSEUM

By _____
Mel Drumm, Executive Director

CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance:

Steven D. Powers, City Administrator

Craig Hupy, Public Services
Area Administrator

Approved as to form

Stephen K. Postema, City Attorney

EXHIBIT 1 SCOPE OF WORK

Develop a community outreach and educational program that is aimed to reach up to 500,000 people during the two-year grant period. During the first year the proposed exhibits will be completed and program implementation will commence. During year two the full curriculum will be implemented.

All exhibits, programs and activities shall present wind energy as a component of renewable energy in Michigan and demonstrate some aspect of how wind energy is generated, stored, distributed, or used. Exhibits and programs, either separately or in conjunction with one another, will address issues of small-scale versus large-scale production and geographic determination of wind turbine placement. Moreover, efforts will be made to highlight the link between wind energy, alternative energies and traditional energy, and how all connect to and interact with the conventional power grid.

Implementation of grant related work will begin on a local level, i.e., Ann Arbor/Washtenaw County, but spread into adjoining counties and eventually throughout the southeastern portion of the state. This will be accomplished by the Ann Arbor Hands-On Museum (AAHOM) serving as primary sub grantee to the City of Ann Arbor, in conjunction with 5 collaborative organizations who will be sub grantees to AAHOM. The Ann Arbor Hands-On Museum will utilize its expertise in project management, exhibit design/fabrication, outreach program delivery, educational program development and marketing to bring a content-rich and engaging interactive learning experience to multiple audiences including museum attendees, school children, regional library patrons and families. The collective experience of our collaborative partners will provide unparalleled content, festival and educational knowledge to the project.

The following 5 organizations are proposed to serve as sub grantees to AAHOM:

1. Great Lakes Renewable Energy Association (GLREA)
 - a. General content and consultation
 - b. Program content and festival participation
2. Clean Energy Coalition (CEC)
 - a. Program content, consultation and festival participation
 - b. Exhibit design consultation
3. Windustry
 - a. General content and consultation
 - b. Exhibit design consultation
 - c. Festival knowledge and expertise
4. Woven Wind (a BLUElab student team within U-Michigan School of Engineering)

- a. Program delivery in school Family Science Nights and festival participation
5. KidWind
- a. Wind power (turbine) and renewable energy science kits for workshops

DOE Subtask 3.1: PORTABLE EXHIBITS & PERMANENT MUSEUM DISPLAY

Estimated Reach: 475,000

AAHOM will create 5 portable table-top exhibits for touring use in community centers, schools, libraries, museums and at festivals. These exhibits will display some aspect of how wind energy is generated, stored, distributed, or used. In addition to contracting with GLREA, CEC, and Windustry as our content experts, we anticipate CEC playing a substantive role in helping to design the exhibits. Upon the completion of the tour of the portable exhibits, AAHOM will create 1 permanent exhibit to display aspects of how wind energy is generated, stored, distributed, and used in the power grid. This exhibit will incorporate the 5 table-top exhibits and be expanded to display the overall viability of wind as an alternative energy source. In addition to content from GLREA and CEC, we anticipate Windustry playing a substantive role in helping to design this exhibit.

DOE Subtask 3.2: HANDS-ON ACTIVITY DEMONSTRATION DEVICES

Estimated Reach: 3,600

AAHOM will create 5 demonstration devices to display aspects of how wind energy is generated, stored, distributed, and used in the power grid. These devices will display the overall viability of wind as an alternative energy source. The devices will be designed for use in our Outreach programs, including our Family Science Nights and in Festivals. We anticipate GLERA playing a substantive role in helping to design the activities.

DOE Subtask 3.3: EDUCATIONAL PROGRAMS

Estimated Reach: 5,000

In addition to content sourced from GLREA, CEC, and Windustry, we anticipate CEC and GLREA playing a substantive role in creating a wind energy educational program. We believe there are two key elements to a successful education/outreach program:

1. Using AAHOM staff to deliver 36 outreach programs about wind as an alternative energy. These outreach programs will be offered in libraries, schools, or in a combination thereof, and can be conducted during the daytime as in-class workshops, or as a “Family Science Night” (to encourage family participation). They will consist of the aforementioned portable exhibits, plus

the creation of small wind turbines using KidWind kits. The focus of this program will be on a combination of hands-on activities with exhibits and wind turbine kits. Additionally, we will offer wind workshops as a regular part of our visiting school group program at the Museum.

2. Using Woven Wind to augment our three-hour Family Science Nights in libraries, schools, Program content will include work Woven Wind has done with their recent elementary school wind project, i.e., a wind as an alternative energy, how wind energy is captured by wind turbines, how a wind turbine is made, the opportunity to build a small wind turbine using KidWind kits, and an optional week-long display of a small wind turbine, including the ability to take data readings.

DOE Subtask 3.4: PARTICIPATION IN 3 REGIONAL FESTIVALS

Estimated Reach: 30,000

With coordination by GLREA and CEC, and through consultation by Windustry, AAHOM will participate in 3 wind/energy festivals in three different geographic areas of the state: Ann Arbor (e.g., Ann Arbor Green Fair), Lansing (e.g., Earth Day at the Capital), and Detroit (Henry Ford Maker Faire). Our participation in each festival will be an expanded version of our education programs, including our portable exhibits, hands-on activities, and display of related items of interest to the wind community.

EXHIBIT 2
SUB-GRANTEE PROJECT COSTS AND COST SHARING

Task	Budget
Subtask 3.1 – Portable Exhibits and Permanent Museum Display	\$149,555
Subtask 3.2 – Hands On Activity Demonstration Devices	\$61,295
Subtask 3.3 – Educational Programs	\$48,807
Subtask 3.4 – Participation in 3 Regional Festivals	\$40,364
TOTAL	\$300,021

EXHIBIT 3
SPECIALTERMS AND CONDITIONS OF
THE DEPARTMENT OF ENERGY GRANT
ASSOCIATED WITH AWARD NO. DE-EE0000447

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1. 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.

2. AWARD AGREEMENT TERMS AND CONDITIONS

This award/agreement consists of the Assistance Agreement, plus the following:

- a. Special Terms and Conditions.
- b. Attachments:

Attachment Number	Title
1.	Intellectual Property Provisions
2.	Statement of Project Objectives
3.	Federal Assistance Reporting Checklist and Instructions
4.	Budget Pages (SF 424A)
- c. Applicable program regulations
- d. DOE Assistance Regulations, 10 CFR Part 600 at <http://ecfr.gpoaccess.gov>.
- e. If the award is for research and the award is for 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> apply.
- f. Application/proposal as approved by DOE.
- g. National Policy Assurances to Be Incorporated as Award Terms in effect on date of award at <http://energy.gov/management/downloads/national-policy-assurances-be-incorporated-award-terms>.

3. ELECTRONIC AUTHORIZATION OF AWARD DOCUMENTS

Acknowledgement of award documents by the Recipient's authorized representative through electronic systems used by the Department of Energy, specifically FedConnect, constitutes the Recipient's acceptance of the terms and conditions of the award. Acknowledgement via FedConnect by the Recipient's authorized representative constitutes the Recipient's electronic signature.

4. RESERVED

5. PAYMENT PROCEDURES - REIMBURSEMENT THROUGH THE AUTOMATED STANDARD APPLICATION FOR PAYMENTS (ASAP) SYSTEM

- a. Method of Payment. Payment will be made by reimbursement through the Department of Treasury's ASAP system.
- b. Requesting Reimbursement. Requests for reimbursements must be made through the ASAP system. Your requests for reimbursement should coincide with your normal billing pattern, but not more frequently than every two weeks. Each request must be limited to the amount of disbursements made for the Federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period.

- c. 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.
- d. Payments. All payments are made by electronic funds transfer to the bank account identified on the ASAP Bank Information Form that you filed with the U.S. Department of Treasury.
- e. Supporting Documents for Agency Approval of Payments. Because the Special Terms and Conditions contain provisions with conditions on the Recipient’s activities, DOE may require Agency pre-approval of payments. If the Agency approval requirement is in effect for your award, the ASAP system will indicate that Agency approval is required when you submit a request for payment. The Recipient must notify the DOE Project Officer identified on the Assistance Agreement that a payment request has been submitted. The DOE payment authorizing official may request additional information from the Recipient to support the payment requests prior to release of funds, as deemed necessary. Recipient is required to comply with these requests. Supporting documents include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the reimbursement requests.

6. COST SHARING

COST SHARING FFRDC NOT INVOLVED

- a. Total Estimated Project Cost is the sum of the Federal 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	DOE Cost Share \$ / %	Recipient Cost Share \$ / %	Total Estimated Costs
1	\$393,811 / 92.5%	\$32,151 / 7.5%	\$425,962
Total Project	\$393,811 / 92.5%	\$32,151 / 7.5%	\$425,962

- b. If you discover that you may be unable to provide cost sharing of at least the amount identified in paragraph a. of this term, 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. Such records are subject to audit.
- d. Failure to provide the cost sharing required by this term may result in the subsequent recovery by DOE of some or all the funds provided under the award.

7. REIMBURSABLE FRINGE BENEFIT COSTS

- a. If actual allowable fringe benefits 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 fringe benefit costs. The budget for this award includes fringe benefits, but does not include indirect charges. Therefore, indirect charges shall not be

charged to nor shall reimbursement be requested for this project nor shall any indirect charges for this project be allocated to any other federally sponsored project. In addition, indirect charges shall not be counted as cost share unless approved by the Contracting Officer. This restriction does not apply to subrecipients' indirect costs.

8. USE OF PROGRAM INCOME

ADDITION

If you earn program income during the project period as a result of this award, you may add the program income to the funds committed to the award and used to further eligible project objectives.

9. 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.

10. STATEMENT OF FEDERAL STEWARDSHIP

DOE 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 objectives have been accomplished.

11. SITE VISITS

DOE'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 subrecipients 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.

12. 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.

13. 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 DOE 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 [add name(s) of other agencies, if applicable] under Award Number(s) [enter the award number(s)].”

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.”

14. FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS

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

15. 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 in the Assistance Agreement. A list of all intellectual property provisions may be found at:
<http://energy.gov/gc/standard-intellectual-property-ip-provisions-financial-assistance-awards>
- b. Questions regarding intellectual property matters should be referred to the DOE Award Administrator identified and the Patent Counsel designated as the service provider for the DOE office that issued the award. The Patent Counsel for the Golden Field Office is Julia Moody who may be reached at julia.moody@ee.doe.gov or 720-356-1699.

16. 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.

17. NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS

To the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

18. SYSTEM FOR AWARD MANAGEMENT AND UNIVERSAL IDENTIFIER REQUIREMENTS

A. Requirement for Registration in the System for Award Management (SAM)

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

If you had an active registration in the CCR, you have an active registration in SAM.

B. Requirement for Data Universal Numbering System (DUNS) Numbers

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions

For purposes of this award term:

1. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <https://www.sam.gov>).
2. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by

telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, subpart C:

a. A Governmental organization, which is a State, local government, or Indian Tribe;

b. A foreign public entity;

c. A domestic or foreign nonprofit organization;

d. A domestic or foreign for-profit organization; and

e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. Subaward:

a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __.210 of the attachment to OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations).

c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. Subrecipient means an entity that:

a. Receives a subaward from you under this award; and

b. Is accountable to you for the use of the Federal funds provided by the subaward.

19. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) REQUIREMENTS

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of Federal funds. Based on all information provided by the Recipient, EERE has made a NEPA determination by issuing a categorical exclusion (CX) for all activities listed in the Statement of Project Objectives (SOPO) approved by the Contracting Officer. The Recipient is thereby authorized to use Federal funds for the defined project activities. This NEPA determination is specific to the project activities as described in the SOPO approved by the Contracting Officer.

If the Recipient later intends to add to or modify the activities in the approved SOPO, those new activities or modified activities are subject to additional NEPA review and are not authorized for Federal funding until the Contracting Officer provides approval on those additions or modifications. Recipients are restricted from taking any action using Federal funds, which would have an adverse effect on the environment or limit the choice of reasonable alternatives prior to authorization from the Contracting Officer. Should the Recipient elect to undertake activities prior to authorization from the Contracting Officer, the Recipient does so at risk of not receiving Federal funding for those activities, and such costs may not be recognized as allowable cost share.

20. RESERVED

**EXHIBIT 4
INSURANCE**

Effective the date of this Agreement, and continuing without interruption during the term of this Agreement, Sub-Grantee shall have the insurance required below and shall provide certificates of insurance to the City on behalf of itself and, when requested, any of its sub-grantee(s).

A. The Sub-Grantee shall have insurance that meets the following minimum requirements:

1. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident
Bodily Injury by Disease - \$500,000 each employee
Bodily Injury by Disease - \$500,000 each policy limit

2. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. Further, the following minimum limits of liability are required:

\$1,000,000 Each occurrence as respect Bodily Injury Liability
or Property Damage Liability, or both combined
\$2,000,000 Per Job General Aggregate
\$1,000,000 Personal and Advertising Injury

3. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

4. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

- B. Insurance required under A.3 above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Sub-Grantee agrees to waive any right of recovery by its insurer against the City.
- C. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. An original certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the Sub-Grantee supplies a copy of the endorsements required on the policies. Upon request, the Sub-Grantee shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this contract, the Sub-Grantee shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.