



**Alaska Small Cities
Energy Efficiency & Conservation Block Grants (EECBG)**

PROVISIONS

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GENERAL PROVISIONS

1. *Definitions*

In this Grant Agreement, attachments and amendments:

- a) "Authority" means the Alaska Energy Authority, a public corporation of the State of Alaska.
- b) "Authorized Representatives" means those individuals or entities authorized by an entity to act on its behalf, with delegated authority sufficient to accomplish the purposes for which action is needed.
- c) "ARRA" means the American Recovery and Reinvestment Act of 2009.
- d) "City" means the City or Borough receiving the grant.
- e) "Executive Director" means the Executive Director of the Authority or the Executive Director's authorized representative.
- f) "Matching contributions" or "match" means the cash, loan proceeds, in-kind labor, equipment, land, other goods, materials, or services a Sub-grantee provides to satisfy any match requirements of a grant or to complete the Project.
- g) "Project" means the work to be completed as defined in the Scope of Work and/or on the Grant Application Parts A and B for which funds have been made available.
- h) "Project Manager" means the employee of the Authority responsible for assisting the Sub-grantee with technical aspects of the Project and is one of the Grantor's contacts for the Sub-grantee during all phases of the Project.
- i) "Sub-grantee" means the City or Borough receiving the grant.
- j) "State" means the State of Alaska.

2. *Authority Saved Harmless*

As a condition of this Grant, the Sub-grantee agrees to defend, indemnify, and hold harmless the Authority and the State of Alaska, and their agents, servants, contractors, and employees, from and against any and all claims, demands, causes of action, actions, and liabilities arising out of, or in any way connected with this grant or the project for which the grant is made, howsoever caused, except to the extent that such claims, demands, causes of action, actions or liabilities are the proximate result of the sole negligence or willful misconduct of the Authority or the State of Alaska.

3. *Workers' Compensation Insurance*

The Sub-grantee shall provide and maintain Workers' Compensation Insurance as required by AS 23.30 for all employees engaged in work under this Grant Agreement. The Sub-grantee shall require any contractor to provide and maintain Workers' Compensation Insurance for its employees as required by AS 23.30.

4. Insurance

The Sub-grantee is responsible for obtaining any necessary insurance and endorsements as defined in General Provisions No. 35.

5. Equal Employment Opportunity (EEO)

The Sub-grantee may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood. The Sub-grantee shall post in a conspicuous place, available to employees and applicants for employment, a notice setting out the provisions of this paragraph.

The Sub-grantee shall state in all solicitations or advertisements for employees to work on Authority funded projects, that it is an Equal Opportunity Employer and that all qualified applications will receive consideration for employment without regard to race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy or parenthood.

The Sub-grantee shall include the provisions of this EEO article in every contract relating to this Grant Agreement and shall require the inclusion of these provisions in every agreement entered into by any of its contractors, so that those provisions will be binding upon each contractor and subcontractor.

6. Public Purposes

The Sub-grantee agrees that the Project to which this Grant Agreement relates shall be dedicated to public purposes and any project constructed or equipment or facilities acquired, shall be owned and operated for the benefit of the general public. The Sub-grantee shall spend monies appropriated under this grant only for the purposes specified in the Grant Agreement. The benefits of the Project shall be made available without regard to race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy or parenthood.

7. Officials Not To Benefit

No member of or delegate to Congress or the Legislature, or officials or employees of the Authority, the grantee, or Federal government may share any part of this agreement or any benefit to arise from it.

8. Governing Law

This Grant Agreement is governed by ARRA and the laws of the State of Alaska. Any civil action arising from this Agreement shall be brought in the Superior Court for the Third Judicial District of the State of Alaska at Anchorage.

9. Severability

If any section, paragraph, clause or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall be unaffected and enforced to the fullest extent possible, and the invalid or unenforceable provision shall be deemed replaced with a valid and enforceable provision that is as similar as possible to such invalid or unenforceable provision.

10. Non-waiver

The failure of either party at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provision, nor in any way affect the validity of this Agreement, or any part hereof, or the right of such party thereafter to enforce each and every provision hereof.

11. Integration

This instrument and all appendices, amendments, and attachments hereto embody the entire Agreement of the parties concerning the grant funds granted hereunder. There are no promises, terms, conditions, or obligations regarding said funds other than those contained in the documents described above; and such documents shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto. To the extent there is any conflict between the provisions of Appendix A and B and the Sub-grantee's application or proposal, the provisions of Appendix A and B prevail.

12. Sub-grantee Not Agent of Authority

The Sub-grantee and any agents and employees of the Sub-grantee act in an independent capacity and are not officers or employees or agents of the Authority in the performance of this Grant Agreement.

13. Grantee Project Manager

For construction projects, the Grantee will contract or hire competent persons to manage all phases of the Project subject to approval of the Authority. Work at a minimum will include: management of Sub-Grantee's labor for the project, engineering firms and consultants, procurement, management of construction contractors, selection of equipment, review of plans and specifications, on-site inspections and review and approval of work, and other duties to ensure that the completed work conforms with the requirements of the grant.

14. Disputes

Any dispute arising under this Grant Agreement which is not disposed of by mutual agreement must be dealt with in accordance with 3 AAC 108.915.

15. Termination

a) The Sub-grantee shall have no rights to compensation or damages for termination except as provided in this Section.

b) In addition to all other rights available under law, the Authority may terminate this Agreement or stop work on the Project for cause upon ten (10) days written notice.

c) "Cause" for termination shall exist when the Sub-grantee has failed to perform under this Agreement, has provided incorrect or misleading information or has failed to provide information which would have influenced the Authority's actions. In order for termination to be for cause, the Sub-grantee's failure to perform or the Sub-grantee's provision of incorrect, misleading, or omitted information must be material.

d) If this Agreement is terminated for cause, the Sub-grantee shall be entitled to no compensation. The Sub-grantee shall reimburse the Authority for all grant funds expended under this Agreement by the Sub-grantee or on the Sub-grantee's behalf including interest accrued from the date of disbursement. The Sub-grantee shall also reimburse the Authority for any costs incurred to collect funds subject to reimbursement, and for any damages incurred by the Authority as a result of the Sub-grantee's failure to perform or provision of incorrect or

misleading information. The Authority may require the Sub-grantee to return to the Authority some or all of the Project assets if this Agreement is terminated for cause.

e) If this Agreement is terminated at the sole request of the Authority for the sole reason of its convenience, the Sub-grantee is not required to reimburse the Authority for funds expended prior to the date of termination. If the Sub-grantee has incurred costs under this agreement, the Sub-grantee shall only be reimbursed by the Authority for eligible costs the Sub-grantee incurred prior to the date of termination of the Agreement. However, prior to making any claim or demand for such reimbursement, the Sub-grantee shall use its best effort to reduce the amount of such reimbursement through any means legally available to it. The Authority's reimbursement to the Sub-grantee shall be limited to the encumbered, unexpended amount of funds available under this Agreement.

16. Termination Due to Lack of Funding

In the event funding from the Authority, federal or other sources is withdrawn, reduced, or limited in any way after the effective date of this agreement and prior to normal completion, the Authority may terminate the agreement, reduce funding, or re-negotiate subject to those new funding conditions.

17. No Assignment or Delegation

The Sub-grantee may not assign or delegate this Grant Agreement, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Executive Director or Designee.

18. No Third Party Beneficiaries

Except as otherwise specified in this agreement, no person is a third party beneficiary of this Agreement and this Agreement creates no third party rights. Specifically, any person who is not a party to this Agreement shall be precluded from bringing any action asserting the liability of a party or asserting any right against a party to this Agreement, through the terms of this Agreement. No person, other than a party to this Agreement, may bring any action based upon this Agreement for personal injuries, property damages, or otherwise.

19. No Additional Work or Material

No claims will be allowed for additional work, materials, or equipment, not specifically authorized in this Grant Agreement, which are performed or furnished by the Sub-grantee.

20. Changes

Any changes which have been agreed to by both parties will be attached and made a part of this Grant Agreement by use of a written Amendment. Any such Amendment must be dated and signed by Authorized Representatives of the Authority and the Sub-grantee.

21. Right to Withhold Funds

The Authority may withhold payments under this Grant Agreement for non-compliance with any of the provisions of this Grant Agreement.

22. Remission of Unexpended Funds

The Sub-grantee shall return all unexpended grant monies to the Authority within 90 days of the Project completion.

23. Tax Compliance Responsibilities of Sub-grantee

The Sub-grantee is responsible for determining applicable federal, state, and local tax requirements, for complying with all applicable tax requirements, and for paying all applicable taxes. The Authority may report the grant to the Internal Revenue Service on an appropriate information reporting form. The Sub-grantee shall pay all federal, state and local taxes incurred by the Sub-grantee and shall require the payment of all applicable taxes by any contractor or any other persons in the performance of this Grant Agreement.

24. Lobbying Activities

In accepting these funds, the Sub-grantee agrees and assures that none of the funds will be used for the purpose of lobbying activities before the United States Congress or Alaska Legislature. No portion of these funds may be used for lobbying or propaganda purposes as prohibited in AS 37.05.321, 18 U.S.C. 1913, 31 U.S.C. 1352, or other laws as applicable.

25. Reporting Requirements

The Sub-grantee shall submit progress reports to the Authority according to the schedule established in Appendix B of this Grant Agreement.

26. Ownership of Documents and Products

All designs, drawings, specifications, notes, artwork, computer programs, reports and other work developed with grant funds in the performance of this agreement are public domain and may be used by the Authority and/or public without notice or compensation to the Sub-grantee. The Sub-grantee agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. Except as otherwise specifically agreed, and without limiting any Intellectual Property requirements of a federal funding agency, the Authority shall have unlimited rights to use and to disseminate any data produced or delivered in the performance of this grant.

27. Legal Authority

The Sub-grantee certifies that it possesses legal authority to accept grant funds under the State of Alaska and to execute the Project described in this Grant Agreement by signing the **Grant Agreement document**. The Sub-grantee's relation to the Authority and the State of Alaska shall be at all times as an independent Sub-grantee.

28. Approval to Proceed With Next Phase

A grant award may be for one or more phases of a project. A Sub-grantee that selected Option 2, Two-Stage Project, must submit a Request to Proceed form and receive approval from the Authority prior to proceeding to the next stage of work.

29. Site Control

If the grant Project involves the occupancy and use of real property, the Sub-grantee assures that it has the legal right to occupy and use such real property for the purposes of the grant, and further that there is legal access to such property. The Sub-grantee is responsible for securing the real property interests necessary for the construction and operation of the Project, through ownership, leasehold, easement, or otherwise, and for providing evidence satisfactory to the Authority that it has secured these real property interests.

30. Permits

It is the responsibility of the Sub-grantee to identify and ensure that all permits required for the construction and operation of this Project by the Federal, State, or Local governments have been obtained. These permits may include, but are not limited to, Air Quality Permits, Corps of Engineers' Wetlands Permit, State Historic Preservation Office, State Fire Marshal approval, rights-of-way for the pipelines, and site control, including any necessary Coastal Zone Management coordination through the Office of Project Management and Permitting (DNR).

31. Ownership of Facilities

The Sub-grantee shall assume all liabilities arising from the ownership and operation of the Project. Sub-grantee will not sell, transfer, encumber, or dispose of any of its interest in the facilities constructed with this grant funding.

32. Grant Close out

Sub-grantee will provide notice via final billing and grant will be closed. If the Sub-grantee fails to provide notice the Authority will provide written notice to the Sub-grantee that the Grant will be closed. The Sub-grantee shall sign the Notice of Project Closeout within 30 days after it is delivered by the Authority. The Grant will be considered closed upon receipt of the signed Notice of Project Closeout.

The Grant will be administratively closed if the Sub-grantee fails to return the Notice of Project Closeout within 30 days after it is delivered by the Authority. If the Sub-grantee has a valid reason for the Grant to remain open, they must contact the Authority in writing within 30 days.

No additional reimbursements will be made to the Sub-grantee after the grant is closed out.

33. Grant Funding Sources

This Grant is subject to appropriation and availability of funds as listed below:

State of Alaska, Department of Revenue, AHFC Grant Agreement # ADN# 400091,
ARRA CFDA 81.127

Sub-grantee acknowledges that if additional grant funds are made available they are subject to the terms and conditions of this Agreement and any amendment.

34. Governing Laws

The Sub-grantee shall perform all aspects of this Project in compliance with all applicable state, federal and local laws, including provisions of the American Recovery and Reinvestment Act of 2009 (ARRA).

35. Eligible Costs

The Authority, as Grantor, shall have sole discretion to determine which project costs are eligible to be paid from Grant monies under this agreement. Only direct costs of the Project are eligible for payment or reimbursement from grant funds. Refer to Title 48 of the Code of Federal Regulations "Federal Acquisition Regulations System", Part 31, "Contract Cost Principles and Procedures."

36. Insurance Requirements

The following policies of insurance shall be maintained by the Sub-grantee during the period of performance of this grant.

In accepting the funds the Sub-grantee certifies and warrants that they have the following minimum insurance for the project under this grant.

1. Workers' Compensation: as required by AS 23.30.045, for all employees engaged in work under this Project. Waiver of subrogation against the State of Alaska is required.

2. Commercial General Liability, or Public Liability: Covering all operations under this Grant.

37. Disposition of Equipment

Equipment purchased in part or wholly with federal funds shall be used by the Sub-grantee in the Project for which it was acquired as long as needed, whether or not the Project or program continues to be supported by federal funds. When no longer needed for the original program or Project, the equipment may be used in other activities currently or previously supported by a Federal agency. The Sub-grantee will not use the equipment to provide services for a fee on the grant-funded Project.

The Sub-grantee shall be responsible for the operation and maintenance of equipment acquired with this grant. The Sub-grantee must keep records which will include a description, serial number, source and title, cost and percentage of federal participation in cost, location, use and condition, and sale price and date of disposal. Disposition of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation.

APPENDIX A AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (ARRA) PROVISIONS

Standard Terms and Conditions for Financial Assistance Awards (grants, cooperative agreements, and loans) under ARRA

The Sub-Grantee will comply with ARRA requirements for this financial assistance award contained in these terms and conditions, or as modified by the federal government. If Sub-Grantee fails to comply with the reporting requirements or other award terms, the State agency official shall take the appropriate enforcement or termination action. The State agency official shall make failure to comply with the reporting requirements or other award terms a part of the Sub-Grantee's performance record.

1. Registration Requirements

The Sub-grantee, and the Sub-grantee's contractors 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 ARRA 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.

2. Reporting Requirements

U.S. OMB continues to issue additional guidance regarding ARRA reporting requirements. Please refer to the following website, http://www.whitehouse.gov/omb/recovery_default/, where this guidance is posted. Included on this site is U.S. OMB memorandum M-09-21, Implementing Guidance for the Reports on Use of Funds Pursuant to the American Recovery and Reinvestment Act of 2009, and M-10-08, Updated Guidance on the American Recovery and Reinvestment Act—Data Quality, Non-Reporting Recipients, and Reporting of Job Estimates.

Pursuant to Section 1512 of ARRA, State agencies receiving ARRA funds must submit a report to the federal government no later than ten calendar days after the end of each calendar quarter. The report must contain the information described in section 1512(c) of ARRA.

Accordingly, the Sub-Grantee agrees to provide the Authority, the information described in section 1512 of ARRA 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.

3. Single Audit Requirements

The Sub-Grantee agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA).

This shall be accomplished by identifying expenditures for Federal awards made under ARRA 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.

Sub-Grantee agrees to separately identify to each subcontractor and document at the time of award and at the time of disbursement of funds, the Federal award number, CFDA number, and

amount of ARRA funds. Should the Authority sub-award ARRA funds for an existing program, the information furnished to Sub-Grantee or subcontractor shall distinguish the awards of incremental ARRA funds from regular awards under the existing program.

The Authority agrees to require their sub-grantees to include on their SEFA information to specifically identify ARRA funding similar to the requirements for the Authority SEFA described above. This information is needed to allow the Authority to properly monitor sub-recipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Office of Inspector General and the Government Accountability Office.

4. Availability of Funding

Sub-Grantee agrees that programs supported with temporary federal funds made available by ARRA will not be continued with State-financed appropriations once the temporary federal funds are expended.

5. Segregation of Funds

Sub-Grantee agrees that it shall segregate revenues, obligations, and expenditures of ARRA funds from other funding. No part of funds available under ARRA may be commingled in accounting records with any other funds or used for a purpose other than that of making payment for costs allowable under ARRA and this agreement.

6. Buy American Requirement

In accordance with ARRA section 1605, the Sub-Grantee assures that it, and its subcontractors, will not use ARRA funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United State in a manner consistent with United States obligations under international agreements. The Sub-Grantee understands that this requirement may only be waived by the applicable federal agency in limited situations as set out in ARRA, section 1605. Specific exclusions to this requirement are posted on the Authority's web site at <http://www.akenergyauthority.org/eeecbg.html>.

7. Wage Rates Requirements.

In accordance with ARRA section 1606, the Sub-Grantee assures that it, and its subcontractors, will fully comply with this section in that, notwithstanding any other provision of law, and in a manner consistent with the other provisions of ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by, or assisted in whole or in part with funds under ARRA, shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (Davis-Bacon Act).

8. Special Contracting Provisions

In accordance with ARRA section 1554, the Sub-Grantee agrees that it, and its subcontractors, will award contracts as fixed-price contracts through the use of competitive procedures to the extent possible. The Sub-Grantee further agrees that it will provide a summary of any contract awarded with ARRA funds that is not fixed-price and not awarded using competitive procedures to be posted in a special section of the website established in accordance with ARRA section 1526.

9. Whistleblower Protection

In accordance with ARRA section 1553, the Sub-Grantee assures that it, and its subcontractors, will fully comply with this section, including, but not limited to, assuring that employees will not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosures by the employee that the employee reasonably believes are evidence of (1) gross mismanagement of a contract or grant relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to implementation or use of ARRA funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, award or issued relating to ARRA funds. In accordance with ARRA section 1553 (e), the Sub-Grantee assures that it, and its subcontractors, will post notice of the rights and remedies provided in ARRA section 1553. The required placard is available at the Authority's web site <http://www.akenergyauthority.org/eecbg.html>.

10. Inspection of Records

The Sub-Grantee agrees that it, and its subcontractors, will cooperate with any representative of the State of Alaska, the United States Comptroller General or his representative, or the appropriated inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 or his representative in the examination of records that pertain to, or involve transactions relating to this grant, and agrees that it, and its personnel can be interviewed by these entities regarding this grant and related program.

11. False Claims Act

The Sub-Grantee agrees that it, and its subcontractors, shall promptly refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, sub-grantee, subcontractor or other person has committed a false claim or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

12. Environmental Impact Requirements

In accordance with ARRA section 1609, the Sub-Grantee assures that it, and its subcontractors, will comply with any applicable environmental impact requirements of the National Environmental Policy Act of 1970 (NEPA), as amended.

13. Prohibition on Use of ARRA Funds

The Sub-Grantee agrees that none of the funds made available under this grant may be used for any casino or other gambling establishment, aquarium, zoo, golf course, swimming pool, or similar projects.

14. Sub-recipient Requirements

The Sub-Grantee agrees that it will include these standard terms and conditions, including this requirement, in any of its subcontracts or sub-grants in connection with projects funded in whole or in part with funds available under ARRA.

15. Enforceability

If the Sub-Grantee, or any of its subcontractors fails to comply with all applicable federal and State requirements governing the use of these funds, the State of Alaska may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds

following an audit. This provision is in addition to all other remedies provided to the State of Alaska under all applicable federal and State laws.

PLEASE NOTE THAT COMPLIANCE WITH APPLICABLE SECTIONS OF THE AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) WILL BE STRICTLY ENFORCED BY THE STATE AND FEDERAL GOVERNMENT. THEREFORE, ALL GRANTEEES AND SUBRECIPIENTS SHOULD BECOME FAMILIAR WITH THE SPECIFIC TERMS AND REPORTING REQUIREMENTS OF ARRA AS MAY BE APPLICABLE TO FUNDS RECEIVED.

Appendix B Project Management & Reporting Requirements

1. Quarterly Progress and Financial Reports

The Sub-grantee will provide quarterly status reports on the provided reporting forms (available at <http://www.akenergyauthority.org/eecbg.html>) by email (or other method allowed by the Authority, if email is not available) to the Authority's Project Manager. These Quarterly Progress Reports must summarize the progress made on grant tasks during the quarter and identify any difficulties in completing tasks or meeting goals or deadlines. The Sub-grantee must also include with the report copies of any work products due to the Authority during this period, and may voluntarily submit photographs and captions of the Project.

These reports are due according to the schedule below starting with the first deadline after the award of the grant and continuing until the final report is submitted or until September 15, 2012, whichever is sooner. If the due date falls on a weekend or state or federal holiday, the reports will be due the following work day. Repeated failure to submit reports in a timely manner could result in suspension or termination of the grant.

Quarterly Report Due Dates

- June 15, 2010
- September 15, 2010
- December 15, 2010
- March 15, 2011
- June 15, 2011
- September 15, 2011
- December 15, 2011
- March 15, 2012
- June 15, 2012
- September 15, 2012 (All Final Reports Due, if not completed earlier)

All reports and deliverables required in this agreement must have been submitted and approved by the Authority prior to the final payment being released.

2. Documentation and Record Keeping

The Sub-grantee shall maintain the following in their files:

- Grant application,
- Grant agreement and any amendments,
- All written correspondence or copies of emails relating to the Grant,
- Reports, including any consultant work products,
- A separate accounting of grant income and expenditures,
- Supporting documentation for the expenditures charged to the grant (including supporting documentation for all required matching contributions).

The Authority and any authorized federal representative may inspect, in the manner and at any reasonable time either considers appropriate, the Sub-grantee's facilities, records, and activities funded by this Grant Agreement.

3. Grant Disbursements

The Sub-grantee must request disbursement of grant funds in the form and format required by the Authority with appropriate back-up documentation and certifications. The form is provided at <http://www.akenergyauthority.org/eecbg.html>

A Reimbursement Request Form may be submitted by the Sub-grantee to the Authority with the Quarterly Report or as frequently as monthly.

The back-up documentation must demonstrate the total costs incurred are allowable, and reflect the amount being billed. Documentation must include:

- A summary of direct labor costs supported by timesheets or other valid time record to document proof of payment
- Travel and per diem reimbursement documentation
- Contractor or vendor pay requests
- Invoices

Payment of grant funds will be subject to the Sub-grantee complying with its requirements of the Grant.

Payment of grant funds will be made by the Authority to the Sub-grantee within 30 days from receipt of a properly completed, supported, and certified Reimbursement Request.

4. Withholding of Grant Funds

If, upon review of a Request for Reimbursement, the Authority discovers errors or omissions in the billings it will notify the Sub-grantee within thirty (30) days of receipt of the billing. Payment for the portion of billings for which there is an error or omission may be withheld pending clarification by Sub-grantee.

Grant funds may be withheld for the following reasons:

- The Sub-grantee fails to provide adequate back-up documentation.
- The Authority determines that a specific expense is not allowed under the grant.

Up to 10% of the Authority's contribution of grant funds may be retained by the Authority until the Project is completed and all required final documentation and reports are received and accepted by the Authority.