


DRAFT GRANT AGREEMENT

Alaska Energy Authority Grant Agreement			 ALASKA ENERGY AUTHORITY				
Grant Agreement Number [Buy-from Vendor No.]			Amount of Funds: \$ GRANT AMOUNT				
Project Code(s) [Shortcut Dimension 2 Code]	Encumbrance Number/AR [No.]	Period of Performance: From: _____ To: _____					
Project Title: [Posting Description]							
Grantee			Grantor				
Name [Name] [Name 2]			Alaska Energy Authority				
Street/PO Box [Address]			Street/PO Box 813 W. Northern Lights Blvd				
City/State/Zip [City], [ZIP Code] [Country Code]			City/State/Zip Anchorage, AK 99503				
Contact Person [Pay-to Constituent]			Contact Person [Your Reference], Project Manager				
Phone: 907-999-9999	Fax: 907-999-9999	E-mail:	Phone: 907-771-9999	Fax: 907-771-3044	E-mail:		
<p>AGREEMENT</p> <p>The Alaska Energy Authority (hereinafter 'Authority') and [Name] [Name 2] (hereinafter 'Grantee') agree as set forth herein.</p> <p>Section I. The Authority shall grant funds to pay for expenses incurred by the Grantee under the terms and conditions of this Agreement, in an amount not to exceed \$ GRANT AMOUNT, unless the grant amount is amended as provided herein.</p> <p>Section II. The Grantee shall apply the grant funds to the Project and perform all of the work and other obligations required by this Agreement.</p> <p>Section III. Performance under this agreement begins (Date expenditures can start) and shall be completed no later than INSERT COMPLETION DATE.</p> <p>Section IV. The agreement consists of this page and the following:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>Appendices</p> <p>Appendix A: General Provisions</p> <p>Appendix B: Standard Provisions</p> <p>Appendix B2: ARRA Provisions</p> <p>Appendix C: Grantee Proposal/Scope of Work</p> <p>Appendix D: Project Management & Reporting Requirements</p> <p>Appendix E: Project Budget & Reimbursement Provisions</p> </td> <td style="width: 50%; vertical-align: top;"> <p>Attachments/Forms (As required)</p> <p>Attachment 1: Financial Report/Request for Reimbursement Form</p> <p>Attachment 2: Progress Report Form</p> <p>Attachment 3: Other Funding Sources Agreement(s)</p> <p>Attachment 4: Notice of Substantial Completion</p> <p>Attachment 5: Notice of Project Closeout</p> <p>Attachment 6: Waiver of Sovereign Immunity (if required)</p> </td> </tr> </table> <p>AMENDMENTS: Any amendments to this Agreement must be signed by authorized representatives of Grantee and the Authority and should be listed here.</p>						<p>Appendices</p> <p>Appendix A: General Provisions</p> <p>Appendix B: Standard Provisions</p> <p>Appendix B2: ARRA Provisions</p> <p>Appendix C: Grantee Proposal/Scope of Work</p> <p>Appendix D: Project Management & Reporting Requirements</p> <p>Appendix E: Project Budget & Reimbursement Provisions</p>	<p>Attachments/Forms (As required)</p> <p>Attachment 1: Financial Report/Request for Reimbursement Form</p> <p>Attachment 2: Progress Report Form</p> <p>Attachment 3: Other Funding Sources Agreement(s)</p> <p>Attachment 4: Notice of Substantial Completion</p> <p>Attachment 5: Notice of Project Closeout</p> <p>Attachment 6: Waiver of Sovereign Immunity (if required)</p>
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Grantee		Authority Project Manager		Executive Director or Designee			
Signature		Signature		Signature			
Printed Name and Title [Pay-to Constituent]		Printed Name and Title [Your Reference], Project Manager		Steve Haagenon, AEA Executive Director			
Date		Date		Date			

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APPENDIX A 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) “Executive Director” means the Executive Director of the Authority or the Executive Director’s authorized representative.
- d) “Matching contributions” means the cash, loan proceeds, in-kind labor, equipment, land, other goods, materials, or services a grantee provides to satisfy any match requirements of a grant or to complete the Project.
- e) “Project” means [Posting Description] as defined in Appendix C (Scope of Grant) for which funds have been made available.
- f) “Project Manager” means the employee of the Authority responsible for assisting the Grantee with technical aspects of the Project and is one of the Grantor’s contacts for the Grantee during all phases of the Project.
- g) “State” means the State of Alaska.

2. *Authority Saved Harmless*

As a condition of this Grant, the 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 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 Grantee shall require any contractor to provide and maintain Workers’ Compensation Insurance for its employees as required by AS 23.30.

4. Insurance

The Grantee is responsible for obtaining any necessary insurance and endorsements as defined in Appendix B Standard Provisions.

5. Equal Employment Opportunity (EEO)

The 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 Grantee shall post in a conspicuous place, available to employees and applicants for employment, a notice setting out the provisions of this paragraph.

The Grantee shall state in all solicitations or advertisements for employees to work on Authority funded projects, that it is an Equal Opportunity Employer (EEO) 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 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 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 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 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 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. Compliance with Applicable Law and Funding Source Requirements

The Grantee shall comply with all applicable local, state and federal statutes, regulations, ordinances and codes, whether or not specifically mentioned herein. Refer to Appendix B Standard Provisions for more specific requirements.

10. 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.

11. 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.

12. 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 the Grantee's application or proposal, the provisions of Appendix A & B prevail.

13. Grantee Not Agent of Authority

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

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 107.690**.

15. Termination

- a) The 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 the convenience of the Authority or for cause upon ten (10) days written notice.
- c) "Cause" for termination shall exist when the 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 Grantee's failure to perform or the Grantee's provision of incorrect, misleading, or omitted information must be material.
- d) If this Agreement is terminated for cause, the Grantee shall be entitled to no compensation. The Grantee shall reimburse the Authority for all grant funds expended under this Agreement by the Grantee or on the Grantee's behalf including interest accrued from the date of disbursement. The 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 Grantee's failure to perform or provision of incorrect or misleading information. The Authority may require the 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 Grantee is not required to reimburse the Authority for funds expended prior to the date of termination. If the Grantee has incurred costs under this agreement, the Grantee shall only be reimbursed by the Authority for eligible costs the Grantee incurred prior to the date of termination of the Agreement. However, prior to making any claim or demand for such reimbursement, the 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 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 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 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 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 Grantee shall return all unexpended grant monies to the Authority within 90 days of the Project completion.

23. *Tax Compliance Responsibilities of Grantee*

The 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 issue an IRS Form 1099 for Grant payments made. The Grantee shall pay all federal, state and local taxes incurred by the 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 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. *Financial Management and Accounting*

The Grantee shall establish and maintain a financial management and accounting system that conforms to generally accepted accounting principles. In addition, the accounting system must keep separate all grant funds awarded under this grant agreement.

26. *Procurement Standards*

Grantees will follow competitive purchasing procedures that: 1) provide reasonable competitive vendor selection for small dollar procurements; 2) provide for competitive bids or requests for proposals for contracts and procurements greater than \$100,000; 3) provide a justification process for non-competitive procurements or contracts; 4) document the source selection methods used for all contracts, equipment, or material transactions greater than \$10,000; 5) and comply with other procurement requirements as defined in Appendix B. Grantees who have questions about their procurement procedures or a specific procurement should contact the Authority's Grant Manager.

27. *Reporting Requirements*

The Grantee shall submit progress reports to the Authority according to the schedule established in Appendix D of this Grant Agreement.

28. *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 will be used by the Authority and/or public without notice or compensation to the Grantee. The 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 the contract.

29. *Inspections and Retention of Records*

The Grantee shall keep a file for financial, progress and other records relating to the performance of the grant agreement. The file must be retained for a period of four years from the fully executed close out of the grant agreement or until final resolution of any audit findings claim or litigation related to the grant. The Authority may inspect, in the manner and at reasonable times it considers appropriate, records and activities under this Grant Agreement.

30. *Audits*

This Grant Agreement is subject to OMB Circular A-133 Audits of States, Local Governments, and Non-Profit Organizations. The Grantee must comply with all provisions of OMB Circular A-133 and any additional audit requirements outlined in Appendix D.

31. *Legal Authority*

The 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 Grantee's relation to the Authority and the State of Alaska shall be at all times as an independent Grantee.

32. *Grant Close out*

Upon completion of the all work or expenditure of all grant funds related to the Project the Authority will provide written notice to the Grantee that the Grant will be closed out with an effective date that the grant will be closed out.

The Grant will be considered closed out by the effective date in the notice unless the Grantee provides written notice to the Project manager within 30 days after receipt of notice of Grant close out that they disagree.

No additional reimbursements will be made to the Grantee after the grant is closed out.

Appendix B Standard Provisions

1. 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# _____; ARRA DEEEE0000217, CFDA 81.041.

Grantee acknowledges that if additional grant funds are made available they are subject to the terms and conditions of this Agreement and any amendment. **Funds from other federal sources cannot be counted as match or cost share.**

2. Governing Laws

The Grantee shall perform all aspects of this Project in compliance with all applicable state, federal and local laws:

2 C.F.R. 176, American Recovery and Reinvestment Act, OMB Circular A-133 (Include specific Reference to By American requirements, Davis Bacon, Reporting Requirements)

The Authority, as Grantor, shall have sole discretion to determine which project costs are eligible to be paid from Grant monies under this agreement. Indirect costs are not allowed under this grant unless approved by the Authority in Appendix E of this document.

The eligible costs will be determined in accordance with one or more of the following provisions that are incorporated by reference in this grant agreement:

Title 48 of the Code of Federal Regulations "Federal Acquisition Regulations System", Part 31, "Contract Cost Principles and Procedures"

4. Insurance Requirements (Need to adjust per project Requirements.)

The following insurance requirements are in effect for this Project. Grant funds will be used to procure Project related insurance and the Authority will work with the Grantee to ensure that these requirements are met. Insurance will be obtained with an insurance carrier or carriers covering injury to persons and property suffered by the State of Alaska or by a third party as a result of operations under this grant. The insurance shall provide protection against injuries to all employees of the Project engaged in work under this grant. All insurance policies shall be issued by insurers that (i) are authorized to transact the business of insurance in the State of Alaska under AS 21 and (ii) have a Bests Rating of at least A-VII and be required to notify the Authority, in writing, at least 30 days before cancellation of any coverage or reduction in any limits of liability.

Where specific limits and coverage are shown, it is understood that they shall be the minimum acceptable and shall not limit the Grantee's indemnity responsibility. However, costs for any coverage in excess of specific limits of this agreement are the responsibility of the Grantee and may not be charged to this grant agreement.

The following policies of insurance shall be maintained with the specified minimum coverage and limits in force at all times during the performance work under this Project:

1. Workers' Compensation: as required by AS 23.30.045, for all employees engaged in work under this Project. The coverage shall include:
 - a. Waiver of subrogation against the State and Employer's Liability Protection at \$500,000 each accident / each employee and \$500,000 policy limit;
2. Commercial General Liability: on an occurrence policy form covering all operations under this Project with combined single limits not less than:
 - a. \$1,000,000 Each Occurrence;
 - b. \$1,000,000 Personal Injury;
 - c. \$1,000,000 General Aggregate; and
 - d. \$1,000,000 Products-completed Operations Aggregate.

The State of Alaska shall be named as an individual insured.

3. Automobile Liability: covering all vehicles used in Project work, with combined single limits no less than \$1,000,000 each occurrence.

All of the above insurance coverage shall be considered to be primary and non-contributory to any other insurance carried by the State of Alaska, whether self-insurance or otherwise.

The Authority's acceptance of deficient evidence of insurance does not constitute a waiver of Grant requirements.

5. *Sovereign Immunity (If required)*

By execution of this grant agreement, the Grantee irrevocably waives any sovereign immunity which it may possess, and consents to suit against itself or its officials, under the laws of the State of Alaska, in the courts of the State of Alaska as to all causes of action by the Authority arising out of or in connection with this agreement. If the Grantee is an entity which possesses sovereign immunity, it shall provide the Authority with a resolution of the Grantee's governing body waiving sovereign immunity, and such resolution shall be incorporated into this agreement as an Attachment. (See Attachment 5)

6. *Disposition of Equipment (Federal Requirement)*

Equipment purchased in part or wholly with federal funds shall be used by the 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 Grantee will not use the equipment to provide services for a fee on the grant-funded Project.

The Grantee shall be responsible for the operation and maintenance of equipment acquired with this grant. The 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 B1 Standard Provisions for General Design & Construction Grant

1. Declaration of Public Benefit

The parties acknowledge and agree that the Project shall be constructed, owned and operated for the benefit of the general public and will not deny any person use and/or benefit of Project facilities due to race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy or parenthood.

2. 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 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 and the construction documents.

If the Grantee fails to provide adequate project management the Authority may terminate the Grant or assume project management responsibilities with the concurrence of the Grantee. Costs for a Project Manager must be reasonable to be considered an eligible grant expense.

3. Approval to Proceed With Next Phase

A grant award may be for one or more phases of a project. The grantee must achieve substantial completion of work or of designated grant milestones and receive approval from the Authority prior to proceeding to the next phase of work.

4. Contracts for Engineering Services

In the event the Grantee contracts for engineering services, the Grantee will require that the engineering firm certify that it is authorized to do business in the State of Alaska and provide proof of licensing and insurance.

5. Site Control

If the grant Project involves the occupancy and use of real property, the 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 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.

6. Permits

It is the responsibility of the 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 unless otherwise stated in Appendix C. These permits may include, but are not limited to, 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).

7. Exclusion of Existing Environmental Hazards

Grant funds for investigation, removal, decommissioning, or remediation of existing environmental contamination or hazards, are not allowed unless specifically specified and approved in Appendix C.

8. Environmental Standards

The Grantee will comply with applicable environmental standards, including without limitation applicable laws for the prevention of pollution, management of hazardous waste, and evaluation of environmental impacts.

9. Current Prevailing Rates of Wage and Employment Preference

Construction projects may require certain grantees to include the requirements for Davis Bacon and Little Davis Bacon when contracting for construction services. This requires contractors to pay minimum rates of pay for specific classes of workers and provide certified payrolls to the State Department of Labor. The current wage rates can be found at the following web sites:

The Federal wage rates at <http://www.wdol.gov/>

The State wage rates at <http://www.labor.state.ak.us/lss/pamp600.htm>

If federal funding sources require federal Davis Bacon compliance, the Grantee must use both the Federal and State wage scale and the contractor is required to pay the higher of the State or Federal wage scale. When only State Funds are used that requires "Little Davis Bacon," the Grantee is only required to follow the State Rate schedule.

For projects that are only State funded, contractors are also required to use local residents where they are available and qualified in accordance with AS 36.10.150-180, and 8 AAC 30.064 - 088.

The Grantee is responsible for identifying any other sources of project funds and for ensuring compliance with applicable wage scales for all sources of project funding. If a Grantee believes they or their contractors may be exempt from these requirements, they should contact the State of Alaska Department of Labor, Division of Wage and Hour, for a determination and forward a copy of that determination to the Authority's Grant Administrator.

10. Construction Plans and Specifications Review

Prior to public notice of bidding a construction project the Grantee will provide the plans and specifications to the Authority for review. Concurrence that the plans and specifications are consistent with the grant award must be received before grant funds will be released for construction related costs.

11. Construction Insurance and Bonding

When the value of a grant construction project is anticipated to be greater than \$100,000, prior to beginning construction, the Grantee or Grantee's contractor(s) must provide the Authority proof of adequate insurance and either a payment and performance bond, as may be required

by AS 36.25.010, a surety in form and substance acceptable to the Authority, or some other guarantee or assurance acceptable to the Authority that the Grantee or the Grantee's contractor has the capacity, qualifications, and financial resources necessary to complete construction of the project as proposed in the grant or separate construction contract funded by this grant.

12. Post Construction Certification

Upon completion of construction the Grantee will submit a final report that includes:

- Certification that all work is completed in accordance with the grant and all costs claimed are eligible costs and represent work completed on the Project;
- Summary of total project cost including detailed funding sources and any outstanding debt;
- Certification that there is a release of any contractor or subcontractor liens on the project;
- Identification of any outstanding construction issues; and,
- As-built drawings.

Appendix B2 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/eecbg.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 granted 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 C Grantee Proposal/Scope of work

This section should, at a minimum, include:

- Scope or tasks the Grantee will complete including who will be doing work
- Performance standards or specific requirements to be met
- Schedule of when tasks will be done
- A Budget – Similar to what's listed below including match requirements.

If the Grantee's Proposal includes all these elements and is accepted in full, it may be inserted here. If the Authority does not accept the Grantee's proposal in full and requires certain changes, those changes should be clearly indicated.

Basic Grant Format:

1. Description of Project and Scope of Work, including specific Milestones. A business plan must be one of the significant milestones for Denali Commission grants.
2. Project Funding Source(s)
3. Grant Disbursement and Reporting Requirements
4. Eligible Costs
5. Grantee's Responsibilities after Project Completion

Appendix C-1 Modifications to Grantee's Proposal

If the project was not funded for the full amount initially requested, or if any other changes to the Grantee's proposal are required, identify any changes, deletions, addition, or amendments made to the original grant application. These should be reflected in the budget below.

Appendix D Project Management & Reporting Requirements

1. Project Management

The Grantee will notify the Authority immediately of any significant organizational changes during the term of the grant, including changes in key personnel or tax status, any unforeseen problem or project delay that may cause a change to the work plan or budget or that may otherwise affect the Grantee’s ability to perform its commitments under this Grant Agreement. Any unreported or unapproved changes to the work plan or budget evident in reports may result in an amendment being required, costs disallowed, suspension or termination of the grant as described in Appendix A.

2. Contact Persons

For the Grantee	For The Authority
<p>Grant Manager</p> <p>[Pay-to Constituent] [Address] [City], [ZIP Code] [Country Code] Email & Phone</p>	<p>Grant Manager</p> <p>Butch White, Grants Administrator 813 W. Northern Lights Blvd. Anchorage, Alaska 99503 bwhite@aidea.org (907) 771-3052</p>
<p>Project Manager</p> <p>[Pay-to Constituent] [Address] [City], [ZIP Code] [Country Code] Email & Phone</p>	<p>Project Manager</p> <p>Rebecca Garrett, Project Manager 813 W. Northern Lights Blvd. Anchorage, Alaska 99503 rgarrett@aidea.org (907) 771-3042</p>

3. 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

- September 15, 2010
- December 15, 2010
- March 15, 2011
- June 15, 2011
- September 15, 2011
- December 15, 2011
- March 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.

4. Documentation and Record Keeping

The 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 Grantee's facilities, records, and activities funded by this Grant Agreement.

5. 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/eecbq.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.

6. *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.

Appendix E Project Budget & Reimbursement Provisions

1. **Allowable Costs (For State grants only; as federal grants will have allowable costs defined by the CFRs.)**

Insert “Examples of” for federal grants. Allowable costs under this grant include all reasonable and ordinary costs for direct labor & benefits, travel, equipment, supplies, contractual services, construction services, and other direct costs identified and approved in the Project budget that are necessary for and incurred as a direct result of the Project and consistent with the requirements noted in B.3 Eligible Costs.

A cost is reasonable and ordinary if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the costs.

Allowable costs are only those costs that are directly related to activities authorized by the Grant Agreement and necessary for the Project. The categories of costs and additional limits or restrictions are listed below:

a. Direct Labor & Benefits

Include salaries, wages, and employee benefits of the Grantee’s employees for that portion of those costs attributable to the time actually devoted by each employee to, and necessary for the Project. Direct labor costs do not include bonuses, stock options, other payments above base compensation and employee benefits, severance payments or other termination allowances paid to the Grantee’s employees.

b. Travel, Meals, or Per Diem

Include reasonable travel expenses necessary for the Project. These include necessary transportation and meal expenses or per diem of Grantee employees for which expenses the employees are reimbursed under the Grantee’s standard written operating practice for travel and per diem or the current State of Alaska Administrative Manual for employee travel.

c. Equipment

Include costs of acquiring, transporting, leasing, installing, operating, and maintaining equipment necessary for the Project, including sales and use taxes.

Subject to prior approval of the Authority’s Project Manager, costs or expenses necessary to repair or replace equipment damage or losses incurred in performance of work under the grant may be allowed. However, damage or losses that result from the Grantee’s employees, officer’s, or contractor’s gross negligence, willful misconduct, or criminal conduct will not be allowed.

d. Supplies

Include costs of material, office expenses, communications, computers, and supplies purchased or leased by the Grantee necessary for the Project.

e. Contractual services

Include the Grantee's cost of contract services necessary for the Project. Services may include costs of contract feasibility studies, project management services, engineering and design, environmental studies, field studies, and surveys for the project as well as costs incurred to comply with ecological, environmental, and health and safety laws.

f. Construction Services

For construction projects this includes the Grantee's cost for construction contracts, labor, equipment, materials, insurance, bonding, and transportation necessary for the Project. Work performed by the Grantee's employees during construction may be budgeted under direct labor and benefits. Contracted project management or engineering may be budgeted under contractual services and major equipment purchases made by the Grantee may be budgeted under equipment.

g. Other Direct Costs

In addition to the above the following expenses necessary for the Project may be allowed.

- Net insurance premiums paid for insurance required for the grant Project;
- Costs of permits and licenses for the grant Project;
- Non-litigation legal costs for the Project directly relating to the activities; in this paragraph, "non-litigation legal costs" includes expenses for the Grantee's legal staff and outside legal counsel performing non-litigation legal services;
- Office lease/rental payments;
- Other direct costs for the Project directly relating to the activities and identified in the grant documents; and/or
- Land or other real property or reasonable and ordinary costs related to interests in land including easements, right-of-ways, or other defined interests.

2. *Specific Expenditures not allowed (not applicable to Federal funds)*

Ineligible expenditures include costs for overhead, lobbying, entertainment, alcohol, litigation, payments for civil or criminal restitution, judgments, interest on judgments, penalties, fines, costs not necessary for and directly related to the grant Project, or any costs incurred before the beginning date of the grant as indicated on the signature page.

Overhead costs described in this section include:

- salaries, wages, applicable employee benefits, and business-related expenses of the Grantee's employees performing functions not directly related to the grant Project;
- office and other expenses not directly related to the grant Project; and
- costs and expenses of administration, accounting, human resources, training, property and income taxes, entertainment, self-insurance, and warehousing.

3. Match

There is no matching requirement. However, if match is provided, it should be reported in the financial reporting documents.

4. Cost Share Match Requirements

Cost sharing or matching is that portion of the Project costs not borne by the Authority. The Authority will accept all contributions, including cash and in-kind, as part of the Grantees' cost sharing or matching when such contributions meet the following criteria:

- Are provided for in the Project budget;
- Are verifiable from the Grantee's records;
- Are not included as contributions for another state or federally assisted project or program; (The same funds can't be counted as match for more than one program.)
- Are necessary and reasonable for proper and efficient accomplishment of the Project or program objectives;
- Are allowable costs;
- Are not paid by the State or federal government under another award, except for authorized by the State or federal statute to be used for cost sharing or matching;
- Must be incurred within the grant eligible time period.

5. Valuing In-Kind Support as Match

If the Grantee chooses to use in-kind support as some or its entire match, the values of those contributions must be approved by the Authority at the time the budget is approved. The values will be determined as follows:

- The value of real property will be the current fair market value as determined by an independent third party or a valuation that is mutually agreed to by the Authority and the Grantee and approved in the grant budget.
- The value assessed to Grantee equipment or supplies will not exceed the fair market value of the equipment or supplies at the time the grant is approved or amended.
- Equipment usage will be valued based on approved usage rates that are determined in accordance with the usual accounting policies of the recipient or the rates for equipment that would be charged if procured through a competitive process. Rates paid will not exceed the fair market value of the equipment if purchased.
- Rates for donated personal services will be based on rates paid for similar work and skill level in the recipient's organization. If the required skills are not found in the recipient organization, rates will be based on rates paid for similar work in the labor market. Fringe benefits that are reasonable, allowable, and allocable may be included in the valuation.
- Transportation and lodging provided by the Grantee for non-local labor will not exceed the commercial rates that may be available within the community or region.

6. Grant Disbursements

The Grantee must request disbursement of grant funds in the form and format required by the Authority with appropriate back-up documentation and certifications. (See Attachment 1)

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 Grantee complying with its matching contribution requirements of the Grant.

Payment of grant funds will be made by the Authority to the Grantee within 30 days of receipt of a properly completed, supported, and certified Reimbursement Request (See Attachment 1).

7. Withholding of Grant Funds

If, upon review of the monthly billings, the Authority discovers errors or omissions in the billings it will notify the 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 Grantee.

Grant funds may be withheld for the following reasons:

- The Grantee fails to provide adequate back-up documentation.
- The Authority determines that a specific expense is not allowed under the grant.
- The Grantee's matching contribution requirements are not met.

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.

8. Advance Disbursements (if allowed)

In most instances, payments to a Grantee will be made on a cost reimbursable basis. If the Authority determines that cost reimbursement will significantly inhibit the Grantee's ability to perform the Project and determines that an advance is in the public interest, the Authority may recommend an advance to the Grantee of an amount not to exceed a projected thirty (30) day cash need, or twenty percent (20%) of the grant amount, whichever amount is less.

Before the Authority will issue an advance, the Grantee must provide in writing, and the Authority must approve a "Request for Advance Payment" form which includes:

- a. justification of the need for the advance,
- b. documentation of anticipated line item costs associated with the advance.

All advances will be recovered with the Grantee's next Financial/Progress Report form. Should earned payments during the terms of this Grant Agreement be insufficient to recover the full amount of the advance, the Grantee will repay the unrecovered amount to the Authority when requested to do so by the Authority, or at termination of the Grant Agreement.

9. Unexpended Grant Funds and Interest Earned (This clause maybe modified depending on the source of grant funds.)

Any grant funds not expended under this agreement and any interest accruing on the grant funds belong to the Authority and shall be returned to the Authority.

10. Budget Adjustments and Changes

When a Grantee faces increased unbudgeted costs, the grantee should contact the Authority's Project Manager. Budget adjustments **cannot** increase the grant award amount. Cost overruns that may require reduced scope of work will require Authority approval and an amendment to the grant. If a budget adjustment or other changes indicate to the Authority's Project Manager that the project can't be completed as currently planned and budgeted for, the Project Manager will not approve the release of additional grant funds until the grantee provides sufficient information on how the grantee intends to complete the revised project.

Budget Adjustments

The Grantee shall identify budget changes on its Financial Reports submitted to the Authority.

At least quarterly, the Authority will compare actual costs to budgeted distributions based on the Financial Report/Request for Reimbursement form. Costs charged to grant funds must reflect adjustments made as a result of the activity actually performed. The budget estimates or other distribution percentages must be revised at least quarterly, if necessary, to reflect changed circumstances.

11. Program Income (Federal Project Issue)

Program income earned during the award period shall be retained by the Grantee and added to the funds committed to the award and used for the purpose and under the conditions applicable to the use of award funds.

Attachment 1 Financial Report/Request for Reimbursement Form

Please see reporting documents listed at www.akenergyauthority.org/eecbg.html.

Attachment 2 Progress Report Form

Please see reporting documents listed at www.akenergyauthority.org/eecbq.html.

Attachment 3 Notice of Project Closeout

**NOTICE OF PROJECT CLOSEOUT
ALASKA ENERGY AUTHORITY**

Project Name: [Posting Description]

Grantee: [Name] [Name 2]

Grant Number: [Buy-from Vendor No.]

Agreement Execution Date:

The Alaska Energy Authority certifies and acknowledges that the Project referenced above has been completed, and that all tasks have been satisfactorily carried out in accordance with the terms and conditions of Agreement Number: _____.

Project Manager
Alaska Energy Authority

Date

The _____ certifies that the Project named above is complete in accordance with the terms and conditions of Alaska Energy Authority Agreement Number: _____.

Authorized Signature

Title

Printed Name

Date

Attachment 4 Waiver of Sovereign Immunity (if Required)

WAIVER OF SOVEREIGN IMMUNITY

RESOLUTION NUMBER _____

A RESOLUTION OF THE [Name] [Name 2] accepting State of Alaska, Alaska Energy Authority Grant number [Buy-from Vendor No.] for the [Posting Description] and waiving sovereign immunity from suit for actions arising out of, or in connection with, the Grant.

WHEREAS, the Authority and the Denali Commission requires as a condition of the Grant that the [Name] [Name 2] irrevocably waive any sovereign immunity which it may possess, and consent to suit against itself or its officials as to all causes of action arising out of or in connection with the Grant Agreement;

NOW THEREFORE BE IT RESOLVED THAT:

1. [Name] [Name 2] (initials) hereby consents to suit by the State of Alaska and/or by the Denali Commission against (initials) and its officials in state court, federal court or in administrative proceedings with respect to any disputes, claims or causes of action (including without limitation enforcement or injunctive relief) arising out of or in connection with Grant Agreement [Buy-from Vendor No.]; the contractual duties assumed by (initials) under that agreement, the Secondary Operator Agreement, the Access, Operations, and Maintenance Agreement, the Covenant of Public Purpose, Use, and Access, and any other agreement pertaining to the grant-funded project; or the operation of the facility following construction.
2. (Initials) hereby consents to levy, execution, or garnishment against (initials)'s real and personal property, however held and wherever located, for any judgment or order entered in any lawsuit or administrative proceeding related to or arising out of Grant Agreement [Buy-from Vendor No.]; the contractual duties assumed by (initials) under that agreement, the Secondary Operator Agreement, the Access, Operations, and Maintenance Agreement, the Covenant of Public Purpose, Use, and Access, and any other agreement pertaining to the grant-funded project; or the operation of the facility following construction, including, but not limited to, awards of attorneys fees and costs entered by any court.
3. (Initials) consents to the assertion by the State of any defenses, cross-claims, or counterclaims in any civil action that is filed by (initials) against the state.
4. With respect to a claim or action by a force account employee or other employee of (initials) arising out of or in connection with Grant Agreement [Buy-from Vendor No.];, the contractual duties assumed by (initials) under that agreement, the Secondary Operator Agreement, the Access, Operations, and Maintenance Agreement, the

Covenant of Public Purpose, Use, and Access, and any other agreement pertaining to the grant-funded project; or the operation of the facility following construction, **(initials)** waives sovereign immunity to the extent of, and to the extent necessary to secure, insurance coverage including workers compensation insurance.

5. This waiver shall in no case be deemed a waiver or consent to suit, tax, or any other charge against **(initials)** by any party other than the State of Alaska **or the Denali Commission**, except as specifically provided in (4) above.

6. **[Pay-to Constituent]** is hereby authorized to negotiate, administer and execute on behalf of **[Name] [Name 2]** Grant number **[Buy-from Vendor No.]** for the **[Posting Description]** and to negotiate, execute, and administer any other documents, agreements, and contracts required under or related to the Grant Agreement including subsequent amendments.

PASSED AND APPROVED BY **[Name] [Name 2]** On _____ 20__.

IN WITNESS THERETO BY: SIGNATURE OF PRESIDENT

Signature_____ Title_____

Attest: SIGNATURE OF CLERK/SECRETARY

Signature_____ Title_____