

Alaska Energy Authority
Grant Agreement ([Corporate Capital](#))



Grant Agreement Number [Funder's Reference No.]		CFDA Number XX.XXX or NA	Amount of Funds: \$ ENTER AMOUNT		
Project Code(s) [Global Dimension 2 Code]	Proposal Number: [No.]		Period of Performance: From: [Start Date] To: [End Date]		
Project Title: [Description]					
Grantee			Grantor		
Name [Name]			Alaska Energy Authority		
Street/PO Box [Grantee Address]			Street/PO Box 813 W. Northern Lights Blvd		
City/State/Zip [Grantee City] , [Grantee State] [Grantee Zip]			City/State/Zip Anchorage, AK 99503		
Contact Person [Grantee GM Name]			Contact Person [AEA PM] , Project Manager		
Phone: [Grantee GM Phone]	Fax: [Grantee Sig Fax]	E-mail: [Grantee GM Email]	Phone: 907-771-9999	Fax: 907-771-3044	E-mail:

AGREEMENT

The Alaska Energy Authority (hereinafter 'Authority') and [\[Name\]](#) (hereinafter 'Grantee') [a corporation formed under the laws of the State of \[Name of State\]](#), agree as set forth herein.

Section I. The Authority shall grant funds to **pay** [Grantee as a contribution to its corporate capital](#) for **expenses** [use in payment of costs](#) incurred by the Grantee under the terms and conditions of this Agreement, in an amount not to exceed \$ **ENTER AMOUNT**, unless the grant amount is amended as provided herein.

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.

Section III. Performance under this agreement begins [\[Start Date\]](#) and shall be completed no later than [\[End Date\]](#).

Section IV. The agreement consists of this page and the following:

Appendices

- Appendix A: General Provisions
- Appendix B: Standard Provisions
- Appendix C: Grantee Proposal/Scope of Work
- Appendix D: Project Management & Reporting Requirements
- Appendix E: Project Budget & Reimbursement Provisions

Attachments/Forms (As required)

- Attachment 1: Financial Report/Request for Reimbursement Form
- Attachment 2: Progress Report Form
- Attachment 3: Notice of Grant Closeout
- Attachment 4: Waiver of Sovereign Immunity (if required)

AMENDMENTS: Any amendments to this Agreement must be signed by authorized representatives of Grantee and the Authority and should be listed here.

Grantee		Authority Project Manager		Executive Director or Designee	
Signature	Date	Signature	Date	Signature	Date
Printed Name and Title [Grantee Sig] , [Grantee Sig Title]		Printed Name and Title [AEA PM] , Project Manager		Sara Fisher-Goad, AEA Executive Director	

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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 [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.

AND/OR

- h) "Denali Commission" means the federal commission established under 42 USC 3121 and its successors or assigns.
- i) "Economic Life" means ____ years from the date of the final disbursement.

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 as part of its corporate capital 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. (Need to make sure items that maybe in the Scope of Work [Attachment C] may more appropriately belong here as a grant condition to protect the public interest.)

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, attachments, **Request for Applications dated July 21, 2010, Application dated September 15, 2010 and additional information dated (MUST BE DATED)** 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 and 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 108.915.

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](#) [report the grant to the Internal Revenue Service on an appropriate information reporting form](#). 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 2 AAC 45.010 single audit regulations for State Grants. The Grantee must comply with all provisions of 2 AAC 45.010 and any additional audit requirements outlined in Appendix D.

Commercial (for-profit) entities shall obtain an audit by an independent auditing firm similar to a program audit prepared under OMB A-133. The auditee and auditor shall have basically the same responsibilities for the federal or state program as they would have for an audit of a major program in a single audit. The expenditure threshold is \$500,000 in the commercial entity's fiscal year.

31. Legal Authority

The Grantee certifies that it is a corporation formed under the laws of the United States and that it possesses legal authority to accept grant funds under from the State of Alaska as a contribution to its capital 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 all work and expenditure of all grant funds related to the Project the Authority will provide written notice to the Grantee that the Grant will be closed. The 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 Grantee fails to return the Notice of Project Closeout within 30 days after it is delivered by the Authority. If the 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 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:

(List funding sources and amounts from each source)

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

2. **Governing Laws**

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

3. **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. Indirect costs are not allowed under this grant unless approved by the Authority in Appendix E.

The eligible costs will be determined in accordance with 3 AAC 107.600 – 695 and the Request for Applications dated July 21, 2010; which is incorporated by reference into this grant agreement.

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, Alaska Energy Authority 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 the Alaska Energy Authority 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:
- \$1,000,000 Each Occurrence;
 - \$1,000,000 Personal Injury;
 - \$1,000,000 General Aggregate; and
 - \$1,000,000 Products-completed Operations Aggregate.

The State of Alaska and Alaska Energy Authority 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 and Alaska Energy Authority, 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 4 or different number depending on amount of attachments)

6. Disposition of Equipment

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 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 record which will include a description, serial number, source and title, cost and percentage of federal participation in cost 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, Environmental Protection Agency, Alaska Department of Environmental Conservation, State Historic Preservation Office, State Fire Marshal, Alaska Department of Natural Resources, Alaska Department of Fish and Game and Boroughs.

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

To the extent required by federal and State law 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 and Workforce Development, Wage and Hour Administration, 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 the construction is anticipated to be greater than \$100,000, prior to beginning construction on a project funded by this grant, the Grantee or grantee's contractor(s) must provide the Authority; 1) proof of adequate insurance as defined in Appendix B. #4 of the grant agreement, and 2) 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 construction contract(s) 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.

13. Ownership of Facilities

The Grantee shall assume all liabilities arising from the ownership and operation of the Project. Grantee will not sell, transfer, encumber, or dispose of any of its interest in the facilities constructed with this grant funding during the economic life of the Project without prior written approval of the Authority.

14. Operation and Maintenance of Facilities

The Grantee is required to maintain and operate the facilities defined in Appendix C of this agreement for the economic life of the facility or the specific period of time designated herein.

In the event that the Grantee is no longer operating the facilities for the intended purposes the Authority may require the Grantee to reimburse the Authority an amount based on the total contribution of the Authority, the value of the assets, and the terms and conditions of this agreement. The Authority may require that the assets acquired under this agreement be sold and the proceeds returned to the Authority.

15. Performance/Operation and Maintenance (O&M) Reporting

If the grant is for Project construction, the Grantee must provide the Authority with a Performance/O&M Report annually for five years after Project completion. The Performance/O&M Report must include: (1) a detailed description of Project operations and maintenance activities and issues; and (2) a detailed description of Project performance, including energy output, estimated fuel savings resulting from the operation of the Project, and any other relevant measures of Project performance reasonably requested by the Authority, a description of repairs and modifications to the Project, and recommendations for improvements for similar future projects.

The Authority may take into account the Grantee's failure to provide the required annual Performance/O&M Report in evaluating future applications from the Grantee for grant funds. The Authority encourages grantees to provide annual Performance/O&M reports for the life of the Project, and may consider the Grantee's voluntary submittal of annual Performance/O&M reports beyond the first five years in evaluating future applications from the Grantee for grant funds.

16. Tariffs & Rates for Use of Grant-Funded Assets

Rates for power provided as a result of generation or transmission facilities built with grant funds may be subject to review and approval by the Regulatory Commission of Alaska (RCA), or if the rates are not subject to RCA review and approval, they may be subject to review and approval by the Authority to ensure reasonable and appropriate public benefit from the ownership and operation of the Project.

As a condition of the grant, Independent Power Producers will agree to sell energy resources for electricity and heat at a cost-based rate for the economic life of the project. The Authority will hire an independent economist to provide guidance in developing a cost-based rate for electric sales with an appropriate rate of return on equity.

The allowable cost-based rate represents the highest rate that the Independent Power Producer will be allowed to charge. Because the cost-based rates are a grant condition, avoided costs rates or Public Utility Regulations Policies Act (PURPA) rates will not apply for projects which obtain grant funding.

Application for a Certification of Public Convenience and Necessity (CPCN) is also a grant condition. RCA action related to the issuance of the CPCN must be completed prior to the issuance of any construction grant funding.

17. Grant-funded Assets Not Included with PCE

The Grantee agrees that it will not include the value of facilities, equipment, services, or other benefits received under this grant as expenses under the Power Cost Equalization Program or as expenses on which wholesale or retail rates or any other energy tariffs are based.

Appendix B2 Standard Provisions for AEA Managed Projects [May be used for other pass-thru](#)

1. Authority's Responsibilities

In consideration for this Grant, Grantee hereby appoints the Authority to act as its agent for the design, construction, management, and administration of the Project.

[\(Grant document may need to specify specific tasks AEA is assuming responsibility for. Make sure costs in grant are sufficient to cover AEA's responsibilities.\)](#)

As Agent of the Grantee the Authority will be responsible for all matters related to the Project design and construction in accordance with this Grant Agreement, including but not limited to development and approval of plans and specifications; procurement of all materials and services, hiring force account labor, and accounting and reporting all expenditures as required by [the State of Alaska](#), provided that the Authority will not be responsible for any matters not required by this Grant Agreement.

If other funding sources for the Project require the Authority to assume additional duties as the agent of the Grantee, then those requirements will be identified and the duties will be assumed in a separate agreement which will be included as an Attachment to this Grant.

The Grantee is responsible for monitoring the Project work to the extent necessary for the Grantee to determine that the work is proceeding satisfactorily and so that the Grantee can

perform its responsibilities pertaining to the Project and operate and maintain the Project after Project completion.

The Grantee will raise with the Authority promptly any concerns or issues it may have regarding the Project, and if those concerns or issues are not satisfactorily resolved the Grantee will promptly give written notice with a detailed description of the concerns or issues to the Authority's Project Manager.

The Authority may engage an accounting firm to provide payroll services for the Project. If so engaged, the accounting firm may process payroll and per diem checks, make the required payroll tax payments, perform all required payroll tax and other reporting, and compute worker's compensation amounts payable by project as defined in their contract, and perform any other payroll services that may be required for the Project.

2. Force Account Payroll and Project Coordination

The Grantee will assist the Authority in obtaining qualified local labor for the Project and will provide necessary local administration assistance, including recommending qualified local personnel; assisting in obtaining necessary personnel information; assisting in obtaining housing for nonresident workers; facilitating communications between the Authority, the community and local employees; and serving as a liaison between the Authority and the community.

3. Substantial Completion of Project

Upon substantial completion of the project, the Authority will issue a Notice of Substantial Completion and identify any outstanding work items. When the Notice is issued, the Grantee assumes all responsibility associated with operating and maintaining the Project, except as specifically provided otherwise herein or by separate agreement executed by the Authority and the Grantee.

The grantee may disagree with the substantial completion determination by providing written notice to the Project Manager within 30 days after receipt of the Notice of Substantial Completion.

The Grantee's written objections disagreeing with the Notice of Substantial Completion must detail the reasons the Grantee believes the Notice should not be issued. Further the grantee must explain what the Grantee expects should be done so the Notice can be issued, and when the additional issues identified can be completed or resolved. The Authority will follow-up within 60 days, letting the Grantee know if the objections have been accepted, if the Notice of Substantial Completion stand, or, if the Notice of Substantial Completion is modified

4. Rights of Other Parties

The parties agree that the [State of Alaska](#) and any successor is a third party beneficiary of the Grantees obligations in [Appendix B1, No. 14 \(Operation and Maintenance of Facilities\)](#), [Appendix A, No. 29 \(Inspections and Retention of Records\)](#), [Appendix A, No. 9 \(Compliance with Applicable Law and Funding Source Requirements\)](#), and [Appendix A, No. 6 \(Public Purposes\)](#); otherwise, 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 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.

PROJECT NAME
Grant Agreement #

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 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>[Grantee GM Name] [Grantee GM Address] [Grantee GM City], [Grantee GM State] [Grantee GM Zip] [Grantee GM email] [Grantee GM 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>[Grantee PM Name] [Grantee PM Address] [Grantee PM City], [Grantee PM State] [Grantee PM Zip] [Grantee PM email] [Grantee PM phone]</p>	<p>Project Manager</p> <p>[AEA PM] 813 W. Northern Lights Blvd. Anchorage, Alaska 99503 <u>Email</u> <u>Phone</u></p>

3. Monthly Progress and Financial Reports

The Grantee will provide monthly status reports by email (or other method allowed by the Authority, if email is not available) to the Authority’s Project Manager. These reports are due starting the first full month after the award of the grant. This report must update the Authority on the project’s progress, regulatory and compliance issues, possible delays, and grant expenditures during the month. These Monthly Progress Reports must summarize, in one or two pages, the progress made on grant tasks during the month and identify any difficulties in completing tasks or meeting goals or deadlines. The Grantee must also include with the report copies of any work products due to the Authority during this period.

Reports are considered late five (5) days after the due date. No further payments will be made without submission and approval of required reports. Work completed after the twenty-day period when required reports have not been submitted is at the Grantee’s risk, and costs incurred may be disallowed. Repeated failure to submit reports in a timely manner could result in suspension or termination of the grant.

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

OR

(Project Manager and Grant Manager need to determine which amount of reporting is appropriate for the Grantee.)

3. Quarterly Progress and Financial Reports

The Grantee will provide quarterly status reports by email (or other method allowed by the Authority, if email is not available) to the Authority's Project Manager. Reports are due January 15th; April 15th; July 15th, and; October 15th of each year the grant is in place. If the 15th is a weekend or holiday, reports are due the following business day.

This report must update the Authority on the Project's progress, regulatory and compliance issues, possible delays, and grant expenditures during the quarter. These Quarterly Progress Reports must summarize, in one or two pages, the progress made on grant tasks during the quarter and identify any difficulties in completing tasks or meeting goals or deadlines. The Grantee must also include with the report copies of any work products due to the Authority during this period.

Reports are considered late five (5) days after the due date. No further payments will be made without submission and approval of required reports. Work completed after the twenty-day period when required reports have not been submitted is at the Grantee's risk, and costs incurred may be disallowed. Repeated failure to submit reports in a timely manner could result in suspension or termination of the grant.

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

OR

if acting as an agent of the Grantee – We'll need to specify AEA reporting Requirements.

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.

Appendix E Project Budget & Reimbursement Provisions

1. Allowable Costs

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 Appendix 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

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

The Grantee is required to provide \$_____ in match for this Project.

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 part of 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)

Reimbursements are made for actual costs incurred and must be for approved milestones. The back-up documentation must demonstrate the total costs incurred are allowable, and reflect the amount being billed. Documentation must include:

- A ledger summarizing cost being billed
- 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
- Detailed ledger of costs being charged to this grant

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 from 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*

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

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.

Attachment 1 Financial Report/Request for Reimbursement Form

THIS REQUEST IS FOR FINAL PAYMENT

Grantee: [Name] _____

Project: [Description]

Period: _____ to _____

Grant Number: [Funder's Reference No.]

BUDGET SUMMARY	A	B	C	D = B + C	E = A - D
	TOTAL GRANT BUDGET	PRIOR EXPENDITURES	EXPENDITURES THIS PERIOD	TOTAL EXPENDITURES	GRANT BALANCE
BY TASK OR MILESTONE					
TOTAL					
BY BUDGET CATEGORIES					
Direct Labor and Benefits					
Travel					
Equipment					
Materials & Supplies					
Contractual Services					
Construction Services					
Other					
TOTAL					
BY FUND SOURCES					
Grant Funds					
Grantee Match – Cash					
Grantee Match – In-Kind					
Other Contributions					
TOTAL					

CERTIFICATION

Form requires two original signatures. The person certifying must be different from the person preparing the report. One signature should be the authorized representative of the Grantee organization or highest ranking officer; the other should be the person who prepared the report.

I certify to the best of my knowledge and belief that the information reported on both the Financial Report above and the attached Progress Report are correct. In addition, funds were spent and work performed in accordance with the grant agreement terms and conditions.

Certified By: _____ Prepared By: _____
 Printed Name: _____ Printed Name: _____
 Title: _____ Date: _____ Title: _____ Date: _____

Attachment 2 Progress Report Form

Grantee: [Name]

Project Name: [Description]

Grant # [Funder's Reference No.]

Period of Report: _____ to _____

Project Activities Completed:

Existing or Potential Problems:

Activities Targeted for Next Reporting Period:

Prepared By: _____ **Date:** _____

Printed Name: _____

Attachment 3 Notice of Project Closeout

**NOTICE OF PROJECT CLOSEOUT
ALASKA ENERGY AUTHORITY**

Project Name: [Description]

Grantee: [Name]

Grant Number: [Funder's Reference No.]

The Alaska Energy Authority certifies and acknowledges that the Grant referenced above has been completed, and that all tasks have been satisfactorily carried out in accordance with the terms and conditions of Agreement Number: [Funder's Reference No.].

Project Manager
Alaska Energy Authority

Date

[Name] certifies that the Grant named above is complete in accordance with the terms and conditions of Alaska Energy Authority Agreement Number: [Funder's Reference No.].

Pursuant to Appendix B1 #15 'Performance/Operation and Maintenance (O&M) Reporting', the grantee is required to provide detailed reports annually, for five years.

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] accepting State of Alaska, Alaska Energy Authority Grant number [Funder's Reference No.] for the [Description] and waiving sovereign immunity from suit for actions arising out of, or in connection with, the Grant.

WHEREAS, the Authority requires as a condition of the Grant that the [Name] 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] (initials) hereby consents to suit by the State of Alaska 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 [Funder's Reference No.]; the contractual duties assumed by (initials) under that agreement, 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 [Funder's Reference No.]; the contractual duties assumed by (initials) under that agreement, 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 [Funder's Reference No.], the contractual duties assumed by (initials) under that agreement, 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, except as specifically provided in (4) above.

6. [Grantee Sig], [Grantee Sig Title] is hereby authorized to negotiate, administer and execute on behalf of [Name] Grant number [Funder's Reference No.] for the [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] On _____ 20__.

IN WITNESS THERETO BY: SIGNATURE OF PRESIDENT

Signature _____ Title _____

Attest: SIGNATURE OF CLERK/SECRETARY

Signature _____ Title _____