



Sub-Grant Agreement - State Revolving Fund (SRF)

Project Title _____ Grant Number

Funding Program _____

Sub-Grant Period of Performance: Start: _____ End: _____

Grantee

Grantee Name _____

Street/PO Box _____

City/State/Zip _____

Contact Name, Title _____

Unique Entity Identification (UEI) Federally Approved Indirect Cost Rate

Department

Department of Environmental Conservation
Division of Water
410 Willoughby Ave. Ste 303
Juneau, AK 99801

Grantee

Signature _____
Printed Name and Title _____
Date _____

Department

Signature _____
Cathy Dallaire, Admin. Operations Manager, Div. of Admin. Services
Printed Name and Title _____ Date _____
Signature _____
Carrie Bohan, Facilities Programs Manager, Division of Water
Printed Name and Title _____ Date _____

Agreement	
The Department of Environmental Conservation (hereinafter 'Department') and the	
0	(hereinafter 'Grantee') agree as set forth herein.
<p>Section I. Upon execution of this Agreement, and under the terms included herein, the Department shall administer funds, subject to appropriation and availability, to accomplish the scope of work described in Article A.</p> <p>Section II. Expenses under this Agreement will only be eligible during the Period of Performance and only upon the Agreement being fully executed.</p> <p>Section III. This Agreement becomes null and void if not signed by the Grantee within 90 days of the Department's signature.</p> <p>Section IV. The Agreement consists of this page and the following articles and attachments:</p>	
Articles	Attachments
Article A: Project Outline	Appendix 1: Budget Narrative
Article B: General Conditions	Appendix 2: Workplan
Article C: Project-Specific Conditions, if applicable	Appendix 3: Additional Reporting Forms
	Exhibit A: List of Federal Laws and Authorities

Article A: Project Outline

Section 1. Project Scope of Work

Section 2. Project Funding

Federal Funding Agency	Funding Amount
Environmental Protection Agency (EPA)	
Funding Source	

Contributor	Funding Amount
State of Alaska	
Funding Source	
State of Alaska General Fund Match	

In order to perform the full scope of services described in the workplan, the Grantee agrees to provide matching non-federal dollars in the amount of:

Grantee	Funding Amount
0	
Funding Source	
Third Party Match	

Total Project Funding	\$ -
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Section 3. Project Budget

Expenses to the project line item budget must be eligible per Appendix 1, Budget Narrative.

Budget Categories	Approved Budget
Salaries/Benefits	
Travel/Per Diem	
Contractual	
Supplies	
Equipment	
Other	
Total Direct Costs	
Indirect or De Minimis	
TOTAL COSTS	

Definitions

“Department” refers to the Department of Environmental Conservation (DEC) within the State of Alaska.

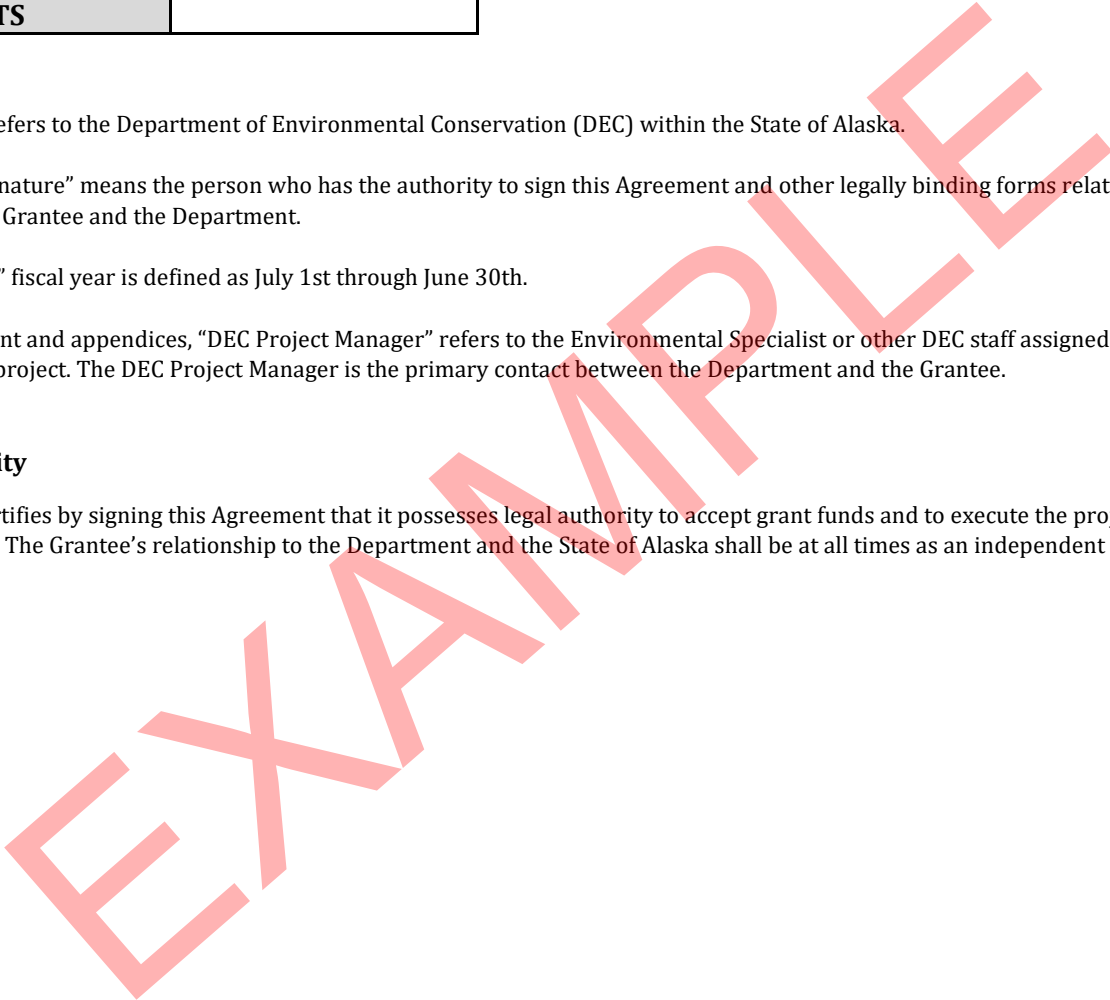
“Authorized Signature” means the person who has the authority to sign this Agreement and other legally binding forms related to the project on behalf of the Grantee and the Department.

“State of Alaska” fiscal year is defined as July 1st through June 30th.

In this Agreement and appendices, “DEC Project Manager” refers to the Environmental Specialist or other DEC staff assigned to manage and administer the project. The DEC Project Manager is the primary contact between the Department and the Grantee.

Legal Authority

The Grantee certifies by signing this Agreement that it possesses legal authority to accept grant funds and to execute the project described in this Agreement. The Grantee’s relationship to the Department and the State of Alaska shall be at all times as an independent Grantee.



Article B: General Conditions

Funding for this Award is subject to the following General Conditions. Funding may be withheld, or reduced, if these conditions are not met. In the event that the scope of work cannot be accomplished in conformance with these conditions, the Department reserves the right to rescind approval of the Agreement.

This Agreement may be only modified or amended in writing and executed by the authorized representatives of the parties to this Agreement.

*All reports and deliverables required in this Agreement must be submitted to **dec.srfprogram@alaska.gov**.*

Section 1. Award Funding

This Award is subject to appropriation and availability of funds from the sources of funding identified herein. The Department may adjust the project cost and scope of work shown and will provide an Amendment to the Agreement to the Grantee if such changes are placed.

Reimbursement of expenditures under this Agreement may be made with funds from future state appropriations. If such future state appropriations are not signed into law, this Agreement will be amended or terminated in accordance with AS 37.05.170, which may result in the defunding of project activities.

If the project costs are expected to exceed the available funds, the Grantee will notify the Department immediately.

The funding for this Project will expire on the Performance Period term dated in the Agreement. All project expenses must be incurred prior to this date, and the Grantee will submit its final reimbursement request to the Department within 30 days of this date.

Utilization of grant funds shall be made in accordance with applicable laws, regulations, OMB circulars, Uniform Administrative Requirements, and applicable cost principles for federal grants.

Section 2. Project Expenses and Accounting

The Department shall have discretion to determine which project costs are eligible to be paid for with project funds.

- a) Project funds may be used only for eligible costs as actually incurred during the Project.
- b) Project funds will be provided on a reimbursement basis.
- c) Project expenses shall be identified on a time and material basis, with justification provided by invoices, receipts, and time sheets.
- d) Indirect Rate. The Grantee is entitled to reimbursement of indirect costs, subject to any statutory or regulatory administrative costs limitations, if they have a current rate agreement or have submitted an indirect rate proposal to the appropriate federal agency for review and approval.
 - i. The Grantee is responsible for maintaining an approved indirect cost rate throughout the life of the Agreement and must provide copies of all approved indirect rate agreements to the Department as they are received from the federal agency.
 - ii. Budgets that have been placed with an indirect rate not yet approved by the federal agency for project administrative expenses, are subject to revision based on the rejection or approval of the final approved indirect rate. If the indirect rate proposal was rejected or adjusted by the federal

agency, the Grantee will be required to adjust project administration expenses already incurred to the appropriate amount as required under federal regulations.

- iii. Indirect costs shall be calculated on a time and materials basis with justification provided by invoices, receipts, and time sheets or using a federally approved indirect rate assigned to the Grantee.
- e) If the Grantee does not have a federally approved indirect rate and receives less than \$35 million in direct federal funding per fiscal year, they may elect to charge a de minimis rate of 15% of modified total direct costs (MTDC) which may be used indefinitely, per 2 CFR 200, Subpart E, Section 200.414(f). MTDC, is defined in 2 CFR 200, Subpart A, Section 200.1, as all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$50,000 of the grant award. MTDC excludes equipment, capital expenditures, rental costs, scholarships and fellowships, participant support costs. No documentation is required to justify the 15% de minimis rate.
- f) Management Fees. Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the indirect costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this Agreement. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except to the extent authorized as a direct cost of carrying out the scope of work.
- g) Revisions to any line item in the budget outlined in this Agreement may not exceed 10% of the total project budget. Budget line-item revisions exceeding the 10% rule must be approved by the Department.
- h) The Grantee shall perform or will engage an accounting firm (Firm) to provide all accounting services associated with this Project. Accounting services provided by the Grantee or Firm include, but are not limited to payroll and related obligations, including taxes and workers compensation insurance, preparation of quarterly and annual payroll tax reports for the Internal Revenue Service, the State of Alaska, and the Department of Labor, as applicable, as well as W-2 Forms for the project employees. The Grantee or Firm will submit such reports and pertinent checks to the appropriate federal and state offices.
- i) The Department will not be responsible for fees or interest charges incurred by the Grantee for project expenses. Any late fees or interest charges included in the request for reimbursement will be considered ineligible and deducted from the reimbursement amount.

Section 3. Eligible Direct Costs

Upon approval by the Department, the following reasonable, allowable, and allocable expenses associated with the Project are eligible for payment from project funds:

- a) Payroll Costs. Payroll costs are comprised of wages paid to Grantee personnel for time worked directly on the Project, plus fringe benefits.
- b) Direct Non-Salary Costs. These costs must be directly attributable to the Project and shall include the following:
 - i. The costs associated with consultants, inspectors, surveyors, contractors, subcontractors, and other services required to complete the Project.
 - ii. The cost of materials, supplies, and freight purchased by, or on behalf of, the Grantee and used to complete the Project.
 - iii. Purchase or rental of equipment or tools needed in the completion of the Project.

- c) The Grantee may utilize grant funds for costs not specifically listed in this section from project funds, if in the determination of the Department the costs are necessary.

Section 4. Reporting Requirements

The Grantee shall submit all reports to the Department according to the terms and schedule established in this Agreement. Failure to submit progress reports or to make adequate progress may result in the Department withholding funds, suspending, or terminating the Agreement.

For the purpose of reporting, quarters shall end on September 30, December 31, March 31, and June 30. Financial and Progress Reports are due quarterly, within 15 days of the end of the quarter, even if no project expenses or activity has occurred. If you require more frequent reimbursements, please contact the Department.

All project reports must be submitted to **dec.srfprogram@alaska.gov**.

Financial Reports

Eligible expenses incurred under this Agreement will be reimbursed on a quarterly basis. Reimbursement will be made upon receipt and Department approval of the progress report and deliverables.

- a) The reimbursement request must include:
 - i. A quarterly expenditure report shall be provided to the Department contact summarizing all transactions. The Department will provide a template.
 - ii. Current costs and total project expenditures to date by line-item, and total reimbursement in current request.
 - iii. A supporting general ledger (or similar) document for all expenditures that includes detailed account codes for each expenditure. For all personal services and travel costs, a method must be established to allow the Department to identify the specific individual that incurred the expense and pay period or travel dates accordingly.
 - iv. Detailed supporting documents for all expenditures included in the general ledger including invoices, equipment rental logs, and receipts.
 - v. The Department will periodically request timesheets and other backup documentation for review.

Reimbursement will be made upon receipt and approval of the quarterly progress reports and upon receipt of accurate billings detailing actual project expenses.

- b) All progress reports and deliverables required in this Agreement must be submitted and approved by the Department prior to final payment.

Progress Reports and Deliverables

The Grantee agrees to provide quarterly progress reports to the Department. These reports must update the Department on project progress and deliverables as identified below:

The Grantee will provide quarterly progress reports using the template provided to the Department within 15 days following the end of each quarter. The quarterly progress reports shall include the information identified below:

- a) The Progress Report must include:
 - i. Project milestones;

- ii. Narrative explanation for delays, reduced scope, and cost overruns;
- iii. An estimation of the percentage completed;
- iv. Information regarding problems, delays, or adverse conditions which will materially impair the ability to meet the project objective.

Section 5. Additional Reporting (see Appendix 3)

- a) MBE/WBE Reporting Form: The Grantee will complete MBE/WBE Reporting Form on an annual basis. This report is due to the Department by October 10th. A final MBE/WBE Reporting Form must also be submitted with the final reimbursement request. See Section 18(c) for compliance information.
- b) Certification Regarding Lobbying: The Grantee agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The Grantee must submit a certification form to the Department if the award exceeds \$100,000.
- c) Standard Form LLL, Disclosure of Lobbying: No portion of these funds will be used to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress.
 - i. The Grantee must submit Standard Form-LLL, "Disclosure Form to Report Lobbying" to the Department if any non-federal funds have been paid or will be paid to influence or attempt to influence an office or employee of any agency, a Member of Congress, an office or employee of Congress, or an employee of a Member of Congress.
 - ii. Failure to submit certification and disclosure forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.
- d) Executive Compensation Form: The Grantee must report the names and totals of the five most highly compensated executives from the preceding fiscal year on the Federal Funding Accountability and Transparency Act reporting form (Appendix 3) to the Department at grant inception if the following requirements are met:
 - i. The award amount equals or is greater than \$30,000; and
 - ii. The Grantee received 80 percent or more of its annual gross revenues from federal contracts or grants;
 - iii. The Grantee received \$25,000,000 or more in annual gross revenues from federal contracts or grants.
 - iv. The Grantee is exempt from this reporting if the Grantee had a gross income from all sources under \$300,000 from the previous tax year.

Section 6. Department's Responsibilities

The Project Manager will be the Department contact for the Grantee during the Project and will be available to provide technical assistance.

Section 7. Grantee's Responsibilities

- a) The Grantee shall separately account for all monies received from this agreement and shall maintain project accounts in accordance with generally accepted governmental accounting principles. The Department shall have the right to audit Grantee's records related to the Project.
- b) Concurrent with the execution and delivery of this Agreement, or as soon thereafter as practicable, the Grantee shall take all steps necessary to complete the Project in a timely manner in accordance with all applicable grant conditions. The Department will, in its discretion, revoke this Agreement if the Grantee has not initiated the Project within one year after signing the Agreement.

- c) In procuring professional services, the Grantee may utilize its own established procurement policies and procedures in accordance with all applicable federal and state procurement laws as described in Section 10.
- d) The Grantee shall meet the Reporting Requirements as established in Section 4.
- e) The Grantee will raise any concerns or issues it may have, regarding the Project, with the Department promptly and prior to project completion, and if those concerns or issues are not satisfactorily resolved will promptly give written notice to the Department with a detailed description of their continuing concerns or issues.
- f) The Grantee agrees that it will be bound by any audit requirements that may apply to this Agreement in accordance with 2 AAC 45.010 commonly referred to as the "Single Audit Regulation" and any applicable federal audit requirements. The Grantee acknowledges that it is responsible for compliance with federal and state single audit requirements and all other applicable audit requirements, and agrees to obtain all required audits.

Section 8. Use of Logos and Acknowledgement of Funding

If the EPA logo appears along with logos from other participating entities on websites, outreach materials, or reports, it must not be prominently displayed to imply that any of the recipient or subrecipient's activities are being conducted by the EPA. Instead, the EPA logo should be accompanied with a statement indicating that the Grantee received financial support from the EPA through an assistance agreement with the State of Alaska, Department of Environmental Conservation. More information is available at: <https://www.epa.gov/stylebook/using-epa-seal-and-logo#policy>.

Any reports, documents, publications, or other materials developed for public distribution with federal funding shall contain the following statement: "This project has been funded wholly or in part by the United States Environmental Protection Agency under FAIN (see Sub-Grant Agreement for number) to the Alaska Department of Environmental Conservation. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the EPA endorse trade names or recommend the use of commercial products mentioned in this document."

Section 9. Debarment and Suspension

Prior to the offer of this Agreement, the Department has verified the Grantee is not included on the government wide suspension and debarment list. Failure to maintain this status may result in the termination of this Agreement. In addition, the Grantee will not award or permit any award to any party that has been debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs if the value of the subcontract is equal to or exceeds \$25,000. The Grantee may access suspension and debarment information at <http://www.sam.gov>.

Section 10. Procurement

The Grantee must comply with all applicable federal or state procurement laws in 2 CFR Part 200 Subpart D. The Grantee is required to follow fair and equitable procurement standards in the acquisition of all services, supplies, and materials. The Grantee must retain clear records of bid procedures. The Grantee will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts.

- a) The Grantee will ensure that any subawards comply with standards in 2 CFR 200 Subpart D and are not used to acquire commercial goods or services.

- b) The Grantee must comply with the federal contract provisions as identified in 2 CFR Part 200, Appendix II (<http://www.ecfr.gov>).
- c) The Grantee will remain fully obligated under the provisions of this Agreement, notwithstanding its designation of any third party or parties, of the undertaking of all or any part of the Project described herein. The Grantee will bind all contractors and subcontractors to each and every applicable provision in this Agreement. Each contract and subcontract for work to be performed with funds granted under this Agreement will specifically include a provision that the Department and the State of Alaska are not liable for damages or claims from damages arising from the contractor or subcontractor's performance or activities under the terms of the contracts and subcontracts.
- d) Individual consultants retained by the Grantee shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, available at: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>, to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed.

Section 11. Sovereign Immunity

If the Grantee is an entity which possesses sovereign immunity, it will provide the Department with a resolution of the Grantee's governing body of waiving sovereign immunity, and such resolution will be incorporated into this Agreement as an Addendum.

Section 12. Subcontracts-Obligations Regarding Third Party Relationships

The Grantee will remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party or parties of the undertaking of all or any part of the project described herein. The Grantee will bind all contractors and subcontractors to each and every applicable provision in this Agreement. Each contract and subcontract for work to be performed with funds granted under this Agreement will specifically include a provision that the Department and the State of Alaska are not liable for damages or claims from damages arising from the contracts or subcontractor's performance or activities under the terms of the contracts and subcontracts.

Section 13. Equipment

The Grantee shall purchase, use, manage, and dispose of equipment acquired under this Agreement with all applicable state or federal procurement laws as identified in Section 21 and 2 CFR 200.313.

- a) 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. The Grantee shall be responsible for the operation and maintenance of equipment acquired with this Project.
- b) Property records must be maintained which will include a description, serial number or other identification number, source and title, cost and percentage of federal participation in cost, location, use and condition, and sale price and date of disposal. A physical inventory of the property must be taken at least once every two years. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of any property. Any loss, damage, or theft must be investigated.

- c) Disposition of equipment with a current per-unit fair market value of less than \$10,000 may be retained, sold or otherwise disposed of with no further obligation. The Grantee must consult with the Department prior to disposition of equipment with a fair market value of \$10,000 or more.

Section 14. No Assignment or Delegation

Unless otherwise allowed by this Agreement or in writing by the Department, any assignment by the Grantee of its interest in any part of this Agreement or any delegation of its duties under this Agreement without such approval shall be void.

Section 15. Inspection and Retention of Records

The Grantee shall allow the Department or its designees to examine all project related records at any reasonable time for the purpose of copying, audit, or inspection. The Grantee shall ensure that the Department, its contractors and consultants, have reasonable access to project facilities during the Project, and reasonable access for performance analysis and testing over the life of project facilities for no cost. The Grantee shall retain all project related records for five years following the completion date of the Project or three years after termination of the federal award, whichever is later.

Section 16. Indemnification

The Grantee shall defend with counsel of the Department's choosing, indemnify, and hold harmless the Department 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 funding or the Project for which the funding 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 employees or agents of the Department or the State of Alaska.

Section 17. Termination

The Department may cancel all or any part of this Agreement if:

- a) Any representation or other statement made by the Grantee to the Department in connection with its application for this grant is incorrect or incomplete in any material respect;
- b) The Grantee has violated commitments made in the Approved Application and supporting documents, has violated any of the terms of this Agreement; or
- c) The financial position of the Grantee has, in the opinion of the Department, suffered a materially adverse change which the Department believes materially affects the ability of the Grantee to perform its obligations under this Agreement or to consummate timely the transactions contemplated by this Agreement.

Section 18. Compliance with Laws, Regulations, etc.

The Grantee shall comply with, and require its contractors and subcontractors to comply with, all applicable federal and state laws, rules, guidelines, regulations, and requirements to include, but not limited to, the following:

- a) The "List of Federal Laws and Authorities (Federal 'Cross-Cutting' Authorities)" as identified in Exhibit "A" and made a part hereof.
- b) Lobbying

No portion of the grant amount may be used for lobbying or propaganda purposes as prohibited by 18 U.S.C. Section 1913 or Section 607(a) of Public Law 96-74.

c) Disadvantaged Business Enterprise (DBE)

Per Section 5, the Grantee agrees to report the compliance of the below requirements:

- i. The Grantee agrees to comply with the following requirements and must review the full detail at EPA website under "Disadvantaged Business Enterprise Program Requirements <https://www.epa.gov/grants/disadvantaged-business-enterprise-program-requirements>.
- ii. MBE/WBE Certification. Entities must meet the certification criteria under at least one of the listed authorizing statutes to qualify for the DBE Program.
- iii. Six Good Faith Efforts. The Grantee is required to make the listed good faith efforts whenever procuring construction, equipment services and supplies under this agreement.
- iv. DBE Contract Administrative Requirements. The Grantee must adhere to the listed contract administrative requirements.

d) Title I – Employment of the Americans with Disabilities Act of 1990

When applicable, the Grantee shall comply with Title I-Employment of the Americans with Disabilities Act of 1990 (P.L. 101-336) and in accordance with Title I of that Act, shall not discriminate against a qualified individual with a disability because of the disability of such individual in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions, and privileges of employment.

e) Title II-Public Services of the Americans with Disabilities Act of 1990

When applicable, the Grantee shall comply with Title II-Public Services of the Americans with Disabilities Act of 1990 (P.L. 101-336) and in accordance with Title II of the Act, no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.

f) 2 CFR Part 180 Subpart C, Responsibilities of Participants Regarding Transactions

The Grantee shall fully comply with Subpart C of 2 CFR Part 180, entitled "Responsibilities of Participants Regarding Transactions." The Grantee is responsible for ensuring that any lower tier covered transaction, as described in Subpart C of 2 CFR Part 180, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. The Grantee is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. The Grantee acknowledges that failing to disclose the information required under 2 CFR Part 180 may result in the delay or negation of this assistance Agreement, or pursuance of legal remedies, including suspension and debarment.

g) 2 CFR Part 200 Subpart C, Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

- i. Federal funds may not be used to procure or obtain equipment, systems, or services that use telecommunications equipment or services produced as a substantial or essential component of any system, or as critical technology as part of any system.
- ii. As described in section 889 of Public Law 115-232, covered telecommunications equipment or services includes:
- iii. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- iv. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- v. Telecommunications or video surveillance services provided by such entities or using such equipment.
- vi. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Section 19. Disputes

The Grantee shall raise any concerns or issues it may have regarding the Project with the Department promptly and prior to project completion. If those concerns or issues are not satisfactorily resolved, the Grantee shall promptly give written notice to the Department with a detailed description of the continuing concerns or issues. Jurisdiction and venue for any legal dispute shall be in the Superior Court for the State of Alaska, Third Judicial District at Anchorage, and in no other court or location. In the event of a legal dispute, both parties knowingly and voluntarily waive their right to trial by jury (including any advisory jury) and elect to have the dispute tried only to a judge. In the event of litigation, the prevailing party shall be entitled to an award of its reasonable, actual attorney's fees and costs of litigation. Each party has had an opportunity to review this Agreement with legal counsel of its choosing (or waived such opportunity), therefore this Agreement shall not be interpreted in favor of either party. This Agreement shall be governed by the laws of the State of Alaska.

Section 20. Amendment

This Agreement may only be modified or amended in writing and executed by the authorized representatives of the parties to this Agreement. Any significant changes to the Project Scope of Work must be approved by the Department.

Section 21. Administrative Order No. 199

The Grantee agrees to pay any employees hired for this project, in accordance with a progressive, graduated scale of the current Minimum Rates of Pay published by the Alaska Department of Labor (available on-line at <http://labor.alaska.gov/lss/pamp600.htm> or hard copies may be obtained from the Department) for all work completed with funds made available for this project.

Section 22. Copyrighted Material and Data

In accordance with 2 CFR 200.315, all designs, drawing, specifications, notes, artwork, computer programs, reports and other work developed with federal funds in the performance of this Agreement are public domain and will be used by the federal funding agency, state and/or public without notice or compensation.

Section 23. Prohibition Statement

The Grantee is advised that no employees may engage in severe forms of trafficking in persons during the period of time that this Agreement is in effect; procure a commercial sex act during the period of time this Agreement is in effect; or use forced labor in the performance of this Agreement.

The Department must be informed immediately of any information that is received from any source alleging a violation of the Prohibition Statement above

Section 24. Recycled Paper

The Grantee agrees to use recycled paper and double-sided printing for all reports which are prepared as part of this Agreement. The Grantee agrees to give preference to the purchase of recycled materials.

Section 25. Conflict of Interest

The Grantee must inform the Department immediately upon determination of any Conflict of Interest (COI) as defined and described in the EPA's COI Policy found at <https://www.epa.gov/grants/epas-final-financial-assistance-conflict-interest-policy> during the performance period of this Agreement via electronic mail.

Section 26. Profit Policy

In accordance with 2 CFR 200.400(g), the Grantee must not earn or keep any profit resulting from this Agreement unless explicitly authorized by the Environmental Protection Agency in the terms and conditions of the Federal Award, and with approval from the Department.

Article C: Project-Specific Conditions

Construction and Alterations Compliance Conditions

Davis-Bacon Act

For construction, alteration, and repair, the Grantee shall ensure that contract wages paid are the higher of the State or Federal wage rate on a classification-by-classification basis for the construction of the Project. Both prevailing wage rates established for the locality by the Alaska Department of Labor under AS 36.05.010, and Federal standards in accordance with 40 U.S.C. Subtitle II Part A Subchapter IV (commonly referred to as the "Davis Bacon Act") apply. Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

- a. The Grantee shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) less than 10 days before posting. Wages are locked-in at bid opening if awarded within 90 days. Wages must be updated if contract award is more than 90 days after bid opening. Once a Davis-Bacon wage rate has been locked, it stays in effect for the duration of the project. These wage determinations shall be incorporated into solicitations and any subsequent contracts. In addition, the wage determination and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor or subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- b. The Grantee shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub-contracts in excess of \$2,000. Grantee shall ensure no contracts are awarded to contractors excluded from federal contracts. The Grantee may access suspension and debarment information at <http://www.sam.gov>.
- c. The Grantee shall periodically interview 10% of the work force entitled to Davis-Bacon prevailing wages to verify that contractors or subcontractors are paying the appropriate wage rates. Grantees shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. As provided in 29 CFR 5.6(a)(5), all interviews must be conducted in confidence. The Grantee must use Standard Form 1445 or equivalent documentation to memorialize the interviews.
- d. The Grantee shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. In addition, during the examinations, the Grantee shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions. The Grantee shall maintain records sufficient to document compliance with the Davis-Bacon Act, and make such records available for review upon request.

In addition, the Grantee shall consult with the Department on any required contract or bid documents to ensure that appropriate federal "Davis Bacon Act" language and material is included in the documentation.

Title II, Part 35, Section 35.151 of the Americans with Disabilities Act - New Construction and Alterations

When applicable, the Grantee shall comply with Title II, Part 35, Section 35.151 of the Americans with Disabilities Act "New Construction and Alterations."

- i. Design and construction: Each facility or part of a facility constructed by, on behalf of, or for the use of a public entity shall be designed and constructed in such manner that the facility or part of the facility is readily accessible to and usable by individuals with disabilities, if the construction was commenced after January 26, 1992.
- ii. Alteration: Each facility or part of a facility altered by, on behalf, of or for the use of a public entity in a manner that affects or could affect the usability of the facility or part of the facility shall, to the maximum extent feasible, be altered in such manner that the altered portion of the facility is readily accessible to and usable by individuals with disabilities, if the alteration was commenced after January 26, 1992.
- iii. Accessibility standards: Design, construction or alteration of facilities in conformance with the Uniform Federal Accessibility Standards (UFAS) (Appendix A to 41 CFR part 101-19.6) or with the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG) (Appendix A to 28 CFR Part 36) shall be deemed to comply with the requirements of this section with respect to those facilities, except that the elevator exemption contained at section 4.1.3(5) and section 4.1.5(1)(j) of ADAAG shall not apply.

Title III, Part 36, Section 36.401 of the Americans with Disabilities Act - New Construction

When applicable, the Grantee shall comply with Title III, Part 36, Section 36.401 of the Americans with Disabilities Act "New Construction." Except as provided in paragraph (b) and (c) of the Act, discrimination for purposes of this part includes a failure to design and construct facilities for first occupancy after January 26, 1993, that are readily accessible to and usable by individuals with disabilities.

Title III, Part 36, Section 36.402 of the Americans with Disabilities Act - Alterations

When applicable, the Grantee shall comply with Title III, Part 36, Section 36.402 of the Americans with Disabilities Act "Alterations."

- iv. General: Any alteration to a place of public accommodation or a commercial facility, after January 26, 1992, shall be made so as to ensure that, to the maximum extent feasible, the altered portions of the facility are readily accessible to and usable by individuals with disabilities, including individuals who use wheelchairs.
- v. Alteration: An alteration is a change to a place of public accommodation or a commercial facility that affects or could affect the usability of the building or facility or any part thereof.

Environmental Review

Prior to any construction, the Grantee shall consult with the Department to determine the required level of environmental review. The Department will notify the Grantee of the type of environmental documentation that will be required, if any.

If an environmental review is needed, the Grantee shall complete an environmental review in accordance with the State Environmental Review Process (SERP), and in compliance with state and federal environmental laws prior to any ground disturbing or construction activities conducted as part of this Project. Construction activities shall not commence until the SERP review has been completed. Any ground disturbing or construction activities that occur prior to the notification to the Grantee, by the Department, that Department's decision has been finalized are ineligible for reimbursement. No grant funds related to Construction activities shall be expended by the Grantee until all documentation is received and the Environmental Review is approved by DEC. The Grantee shall allow 60-90 days for review.

An environmental determination is valid for five years. Any activities occurring more than five years following the original environmental determination must undergo an additional review.

American Iron and Steel

Per Section 608 of the Clean Water Act, none of the funds made available to the Grantee shall be used for a project for construction, alteration, maintenance, or repair unless all of the iron and steel products used in the project are produced in the United States.

The Grantee may request a waiver to this requirement **during the design phase** if:

- i. It is inconsistent with the public interest;
- ii. Iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- iii. Inclusion of iron and steel products produced in the United States will increase the cost of the overall Project by more than 25 percent.

Waiver requests shall be submitted to the Department by the Grantee; the Department will then forward the request to the Environmental Protection Agency (EPA) for consideration. EPA will make a copy of the request, and information related to the request, available to the public on an EPA website for at least fifteen days for informal public input prior to making a finding.

Build America, Buy America Act (BABA) – Projects Over \$250,000

The Grantee must comply with all federal requirements imposed by “Build America, Buy America Act” (BABA) imposed by the “Infrastructure Investment and Jobs Act” (IIJA), Public Law No. 117-58, which the Grantee understands includes, but is not limited to, the following requirements: that all of the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States (“Build America, Buy America Requirements”) unless (i) the Department has requested and obtained a waiver from the cognizant Agency pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or (ii) all of the contributing Agencies have otherwise advised the Department in writing that the Build America, Buy America Requirements are not applicable to the Project.

The Grantee must comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the funding authority (such as EPA and/or the Department), such as performance indicators of program deliverables or information on costs and project progress. The Grantee understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the applicable legal requirements and this Agreement may result in a default hereunder that results in a repayment of the Grant funds. Further Guidance is available at: <https://www.epa.gov/cwsrf/build-america-buy-america-baba>.

Bipartisan Infrastructure Law (BIL) Signage Requirements – Construction Projects

- a. The Grantee shall place a sign at least four feet tall by six feet wide made of ¾ inch thick exterior grade plywood or other approved material in a prominent location on the Project site and shall maintain the sign in good condition for the duration of the construction period. The sign shall be prepared in a professional manner.
- b. Building A Better America Emblem: The Grantee will ensure that a sign is placed at construction sites supported under this award displaying the official Building A Better America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law.” Construction is defined at 40 CFR 33.103 as “erection, alteration, or repair (including dredging, excavating, and painting) of buildings, structures, or other improvements to real property, and activities in response to a release or a threat of a release of a hazardous substance into the environment, or activities to prevent the introduction of a hazardous substance into a water supply.” The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.
- c. The Grantee will ensure compliance with the guidelines and design specifications for using the official Building A Better America emblem and corresponding logomark available at: <https://www.whitehouse.gov/wp-content/uploads/2022/08/Building-A-Better-America-Brand-Guide.pdf>
- d. EPA Logo: The Grantee will ensure that signage displays the EPA logo along with the official Building A Better America emblem. The EPA logo must not be displayed in a manner that implies that EPA itself is conducting the project. Instead, the EPA logo must be accompanied with a statement indicating that the recipient received financial assistance from EPA for the project.
- e. The Grantee will ensure compliance with the sign specifications provided by the EPA Office of Public Affairs (OPA) available at: <https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients>.

Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable.



Appendix 1: Budget Narrative

Project Title:

Personal Services

<u>List Name, Position:</u>	<u>Annual Salary + Fringe:</u>	<u>Time Allotted to Project</u>	<u>Amount</u>
			Total Personal Services

Travel

			Cost
			Total Travel

Equipment

			Cost
			Total Equipment

Supplies

			Cost
			Total Supplies

Contractual

			Total Contractual

Other

			Total Other

Total Direct Costs

Total Indirect/De Minimis Cost Specify Federally Approved Indirect Rate or 15% De Minimis Rate:

TOTAL PROJECT COST

Appendix 2: Work Plan

Statement of work to be performed:

Deliverables and timeline:

EXAMPLE

Appendix 3: Additional Reporting Forms

The following forms are required to be completed by the Grantee for reporting per State Revolving Fund Grant Agreement Article B, General Conditions, Section 4:

- MBE/WBE Reporting Form
- Certification Regarding Lobbying
- Standard Form LLL, Disclosure of Lobbying
- Executive Compensation Form
- SRF Subgrant Payment and Reporting Template

All required forms will be provided to the Grantee with this Agreement. The Grantee will retain completed reporting forms per the retention schedule in Article B, General Conditions, Section 15.

EXAMPLE

Exhibit "A" – List of Federal Laws and Authorities
(FEDERAL CROSS-CUTTING AUTHORITIES)

Environmental and Cultural Authorities:

- Archeological and Historic Preservation Act of 1974, Public Law 93-291
- Archeological Resources Protection Act, Public Law 96-95 as amended
- Bald and Golden Eagle Protection Act, 16 U.S.C. 668-668c
- Clean Air Act, Public Law 95-95, as amended
- Clean Water Act, Public Law 92-50, as amended
- Coastal Barriers Resources Act, Public Law 97-348
- Coastal Zone Management Act of 1972, Public Law 92-583, as amended
- Consultation and Coordination with Indian Tribal Governments, Executive Order 13175
- Endangered Species Act, Public Law 93-2015 as amended
- Environmental Justice, Executive Order 12898
- Essential Fish Habitat Consultation Process under the Magnuson-Stevens Fishery Conservation and Management Act, Public Law 94-265, as amended
- Farmland Protection Policy Act, Public Law 97-98
- Fish and Wildlife Coordination Act, Public Law 85-624, as amended
- Floodplain Management, Executive Order 11988, as amended by Executive Order 13690
- Marine Mammal Protection Act, 16 U.S.C. 1361
- Migratory Bird Treaty Act, 16 U.S.C. 703
- National Historic Preservation Act of 1966, Public Law 89-665
- Native American Graves Protection and Repatriation Act, Public Law 101-601
- Protection and Enhancement of the Cultural Environment, Executive Order 11593
- Protection of Wetlands, Executive Order 11990, as amended by Executive Order 12608
- Rivers and Harbors Act, 33 U.S.C. 403
- Safe Drinking Water Act, Public Law 93-523, as amended
- Wild and Scenic Rivers Act, Public Law 90-542

Social Policy Authorities:

- Age Discrimination Act of 1975, Public Law 94-135
- Title VI of the Civil Rights Act of 1964, Public Law 88-352
- Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Public Law 92-500 (the Clean Water Act)
- Section 504 of the Rehabilitation Act of 1973, Public Law 93-112
- Equal Employment Opportunity, Executive Order 11246
- Disadvantage Business Enterprise Provisions
 - Promoting the Use of Small, Minority, and Women-owned Businesses, Executive Orders 11625, 12138, and 12432
 - Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Public Law 100-590
 - Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies appropriations Act of 1993, Public Law 102-389

Economic Authorities:

- Procurement Prohibitions Under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, included Executive Order 11738, Administration of the Clean Water Act with Respect to Federal Contracts, Grants, or Grants
- Demonstration Cities and Metropolitan Development Act of 1996, Public Law 89-754 as amended

Miscellaneous Authority:

- Debarment and Suspension, Executive Order 12549
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646 as amended
- Preservation of Open Competition and Government Neutrality Towards Government contractors' Labor Relations on Federally Funded Constructed Projects, Executive Order 13202, as amended by Executive Order 13208
- Prohibition Against Sex Discrimination Under the Federal Water Pollution Control Act, Section 13 of Public Law 92-500
- 40 CFR Part 34, New Restrictions on Lobbying

EXAMPLE