

**ASSEMBLY STANDING COMMITTEE
PUBLIC WORKS AND FACILITIES COMMITTEE
THE CITY AND BOROUGH OF JUNEAU, ALASKA**

June 22, 2020 12:00 PM

Virtual - Zoom Meeting

Please copy and paste the following link into your browser to participate in the meeting. Link:
<https://juneau.zoom.us/j/93412907563> or call: 1 346 248 7799; Webinar ID: 934 1290 7563

I. CALL TO ORDER

II. APPROVAL OF MINUTES

- A. June 1, 2020 - Virtual Regular Meeting

III. PUBLIC PARTICIPATION on NON-AGENDA ITEMS

IV. ITEMS FOR ACTION

- A. \$75,000 Alaska Department of Fish & Game Grant for Harbor Sewer Stations
- B. \$233,960 Alaska Energy Authority Grant #7910062 for Purchase of Electric Buses

V. INFORMATION ITEMS

- A. USDA Composting Grant Opportunity

VI. CONTRACTS DIVISION ACTIVITY REPORT

- A. May 27, 2020 to June 16, 2020

VII. ADJOURNMENT

- A. Next Meeting is Scheduled for July 20, 2020

ADA accommodations available upon request: Please contact the Clerk's office 72 hours prior to any meeting so arrangements can be made to have a sign language interpreter present or an audiotape containing the Assembly's agenda made available. The Clerk's office telephone number is 586-5278, TDD 586-5351, e-mail: city.clerk@juneau.org

**PUBLIC WORKS & FACILITIES COMMITTEE
MINUTES – REGULAR MEETING
June 1, 2020**

I. CALL TO ORDER

The meeting was called to order at 12:05 PM.

Members Present: Ms. Hale, Ms. Triem, Ms. Gladziszewski and Mr. Voelckers – Planning Commission Liaison. Wade Bryson joined the meeting at 12:15 PM. Assembly Member Loren Jones, and Mayor Beth Weldon, also in attendance.

Staff Members Present: Katie Koester, Rorie Watt, City Clerk, Dan Bleidorn, Ed Foster, Brian McGuire, Carl Uchytel, Jeff Rogers, John Bohan, Greg Smith, Jill Maclean, Irene Gallion, Tim Felstead, Nathan Coffee, Greg Smith, and Lori Sowa.

II. APPROVAL OF MINUTES

A. April 27, 2020 – Special Meeting

Carole Triem moved to approve the minutes of April 27, 2020, Special Meeting.

No objections, minutes approved.

III. PUBLIC PARTICIPATION & NON-AGENDA ITEMS

None.

Ms. Hale asked to review the Contracts Report prior to Items for Action.

IV. ITEMS FOR ACTION

A. Centennial Hall Design Update

Ms. Koester briefed the Committee regarding this project.

Discussion ensued.

Ms. Gladziszewski moved to reaffirm the Committee's decision of December 9, 2019, and asked for unanimous consent.

Motion passed.

V. INFORMATION ITEMS

A. Update on Archipelago Development and Parking

Ms. Koester gave a brief explanation of the request for changing the parking requirements downtown. She stated new construction is required to provide adequate parking for any retail or living spaces provided in the building. Current buildings remodeling or changing the uses of their spaces are not held to the same standard for parking requirements.

Community Director, Jill Maclean briefed the Committee as to the progress of the Planning Commission on this topic.

Discussion ensued.

Ms. Gladziszewski motioned the Public Works & Facilities Committee recommend the Planning Commission take up the downtown parking situation immediately, and make a full recommendation to the Public Works and Facilities Committee as to the parking code to be followed.

B. Engineering & Public Works Department Activity Update

Ms. Triem asked about the status of the Valley Transit Center.

Nathan Coffee and John Bohan stated the City is still in the process of the final details and property negotiation for land acquisition. The appraisal has been obtained. The property owners are requesting an appraisal from their own appraiser.

Ms. Koester gave a brief update on the moral and status of the employees within the Engineering & Public Works Department.

VI. CONTRACTS DIVISION ACTIVITY REPORT

A. April 22, 2020 to May 26, 2020

VII. ADJOURNMENT

The meeting adjourned at 12:49 PM.

A. Next meeting will be June 22, 2020, 12:00 PM



Port of Juneau

155 S. Seward Street • Juneau, AK 99801
(907) 586-0292 Phone • (907) 586-0295 Fax

From: *Carl J. Uchytel*
Port Director

To: Assembly

Via: (1) Docks & Harbor Operations-Planning Committee
(2) Public Works & Facilities Committee
(3) Docks & Harbors Board

Date: June 11th, 2020

Re: Alaska Department of Fish & Game (ADF&G) Grant Acceptance

1. Docks & Harbors applied and received a \$75K grant from ADF&G to “construct, manage, and maintain sewage pumpout stations in Harris and Statter Harbors for year-round use to better serve recreational boaters and other public users”. The source of funding is the Federal Aid in Sport Fish Restoration Act (Dingell-Johnson/Wallop-Breaux) as amended by the Clean Vessel Act of 1992. ADF&G has authority under AS16.05.050 (12), AS36.30.850(c) and the Federal Aid in Sport Fish Restoration Recreational program - Clean Vessel Act to administer the grant.
2. Docks & Harbors intentions are to install a new pumpout station as part of the Statter Phase III(B) construction project, winterize the existing Statter pumpout for year round use and to replace the Harris Harbor pumpout. Docks & Harbors would be responsible for 25% of the match ratio as described under the covenant under the Alaska Department of Fish & Game Cooperative Agreement #20-019.
3. The total estimated costs of the improvements is \$100,000, with \$25,000 local match being funded by Harbor Enterprise funds.
4. I recommend the Assembly accept the ADF&G grant to be used for pumpout stations at Harris and Statter Harbors.

#

Encl: Cooperative Agreement Number 20-019 (Docks & Harbors only)



**Alaska Department of Fish and Game
Division of Administrative Services
P.O. Box 115526
Juneau, AK 99811-5526**

Cooperative Agreement Number 20-019

Title: Harris and Statter Harbors Boat Sewage Pump-out Facility Improvements

Between:

**Alaska Department of Fish and Game
Division of Sport Fish**

And the

City and Borough of Juneau

I. AUTHORITY:

This agreement is entered into by and between the Alaska Department of Fish and Game, Division of Sport Fish (hereinafter referred to as the "ADF&G" or the "Department") and the City and Borough of Juneau (hereinafter referred to as "CITY").

ADF&G enters into this agreement under authority AS16.05.050 (12), AS36.30.850(c) and the Federal Aid in Sport Fish Restoration Recreational program: Clean Vessel Act (CFDA # 15-616).

II. PURPOSE OF THE AGREEMENT:

To construct, manage, and maintain sewage pumpout stations in Harris and Statter Harbors for year-round use to better serve recreational boaters and other public users.

III. TERM OF THE AGREEMENT:

The effective date of this agreement shall be from the date of final signature. The design life of this facility is 5 years; therefore, this agreement shall remain in effect until December 31, 2026.

IV. COVENANTS OF THE ALASKA DEPARTMENT OF FISH AND GAME:

1. To reimburse the CITY for accomplishing the purpose of this agreement in an amount not to exceed \$75,000. The source of funding shall be 100% Federal Aid in Sport Fish Restoration Act (Dingell-Johnson/Wallop-Breaux) as amended by the Clean Vessel Act of 1992. Availability of these funds shall be subject to approval of the project by the Federal Aid Office of the U.S. Fish and Wildlife Service (USF&WS).
2. To authorize the CITY to manage and maintain the pumpout equipment as a CITY facility. The CITY owns, operates, and maintains the existing facility, which is operated primarily for the use of recreational power boaters and sport anglers.
3. To perform a final inspection of the completed project to verify compliance with this agreement.

V. COVENANTS OF THE CITY AND BOROUGH OF JUNEAU:

1. To provide matching funds in an amount not less than one-third of the amount provided by ADF&G. This is a match ratio of 75% Federal Aid funds to 25% City funds. These funds shall be from a non-federal source and shall be

claimed by ADF&G as match for the federal funds provided by ADF&G. The City will be required to provide not less than \$25,000 to match the amount stated in paragraph IV.1. above.

The CITY shall provide all additional funding needed to complete the improvements covered by this agreement. The total estimated costs of the improvements is \$100,000.

2. To complete the construction of the pumpout facility funded by this agreement prior to December 31, 2021.

The CITY warrants that it has the right, power, and authority to construct and maintain the improvements on the parcel and that there are no restrictions, covenants, easements, rights-of-way, or uses which would prevent the CITY from constructing and maintaining the improvements on the parcel.

3. The pumpout facility will be used primarily for the benefit of the recreational boating and sport fishing public. No change in this use will be made without prior written approval of ADF&G.
4. To manage and maintain the pumpout facility for public use until December 31, 2026.
5. Management activities and maintenance services shall ensure orderly public use and keep the facility clean and in a good state of repair. Management and maintenance may be adjusted seasonally commensurate with seasonal public use.
6. ADF&G will consider the facility closed to the public if the CITY physically denies access, fails to provide adequate management or maintenance or allows incompatible uses of the facility that effectively limits public use by recreational boaters and sport anglers.
7. To obtain and comply with all federal, state, and local permits required for construction and maintenance of the renovation project.
8. To install a sign identifying the participation of ADF&G, the Federal Aid in Sport Fish Restoration Program, Clean Vessel Act Program, and sport anglers in facility development. To install additional signage as deemed appropriate, to indicate that the primary use of the facility is for sport fishing and recreational power boating access.
9. To be responsible, for a period of one year from the date of ADF&G's final inspection, for correcting all defects in the design or construction when the defect is brought to the attention of the CITY, without additional cost to ADF&G. The CITY will make good and be fully responsible for all damages to persons and property that arise from equipment or workmanship which is inferior, defective, or not in accordance with the terms of this agreement.
10. To maintain adequate insurance in conjunction with the design, construction, and maintenance of the improvements.
11. The CITY shall perform all aspects of the project in compliance with appropriate laws and regulations which include but are not limited to the following:
 - a. Local Building Codes- The CITY shall comply with applicable local buildings codes and shall obtain a building permit if required (AS 35.10.025).
 - b. Historic Preservation- The CITY shall comply with AS 41.35.070 to preserve historic, prehistoric and archeological resources threatened by public construction.
 - c. Public Contracts- The CITY shall comply with AS 36.05 in determining the wages and hours of labor on public contracts.
 - d. Political Activity- Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.

- e. Civil Rights- Pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title I, II & III of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 and Title IX of the Education Amendments of 1972, no person shall, on the grounds of race, color, national origin, age, or handicap, be excluded from participation in or be subjected to discrimination in any program or activity funded in whole or in part by federal funds.
 - f. Allowable costs/Cost principles-OMB 2 CFR 200 establishes principles and standards for determining costs applicable to grants, contracts, and other agreements with state and local governments. A cost is allowable for federal reimbursement only to the extent of benefits received by federal programs, and costs must meet the basic guidelines for allowability, reasonableness and allocability.
 - g. Drug-free Workplace Act- The CITY, by signing this agreement, certifies that they will provide a drug-free workplace.
 - h. Debarment/Suspension – The CITY, by signing this agreement, certifies that neither it, nor its principals or subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from federal financial assistance programs or activities.
 - i. Audits- The CITY acknowledges that 75% of the funding for this agreement is from the Federal Aid office of the U.S. Fish and Wildlife Service under CFDA 15.616. The CITY acknowledges that receipt of federal funds may create audit requirements under OMB 2 CFR 200.
 - j. Workers Compensation Insurance- The CITY shall provide and maintain, for all employees engaged in work under this agreement, coverage as required by AS 23.30.045, and, where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements.
 - k. Open Competition - The CITY shall comply with Executive Order 13202 dated February 17, 2001 prohibiting any requirements or bidding preferences based on contractor affiliation with labor organizations.
12. If the CITY handles hazardous materials on the site, the CITY agrees to employ adequate procedures for safely storing, dispensing, and otherwise handling hazardous materials in accordance with applicable federal, state, and local laws. Hazardous materials include but are not limited to fuels and lubricants commonly used in vehicles and boats.

In the event of a hazardous materials spill by the CITY or the public using the site, the CITY shall act promptly, at its own expense, to contain the spill, repair any damage, absorb and clean up the spill area, and restore the site to a condition satisfactory to the ADF&G and in accordance with applicable federal, state, and local laws. The CITY shall be the lead agency in requesting additional funds from the legislature to cover the cost of spill clean-up. ADF&G shall support such requests.

If contamination of the site occurs as a result of the CITY's management of the site, the CITY shall indemnify, defend, and hold harmless the ADF&G from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses.

VI. GENERAL PROVISIONS:

- 1. ADF&G and the CITY shall cooperate in accomplishing the improvements to be provided under this agreement. The CITY shall be the lead agency in accomplishing all work necessary to make the improvements. The CITY may employ construction contractors as may be appropriate.
- 2. The CITY shall provide ADF&G a copy of the proposed design and installation schedule. The CITY shall also promptly notify ADF&G of all changes made to the schedule or the design. At the completion of the installation, the CITY shall provide ADF&G a copy of the as-built plans and equipment specifications. Reimbursement for construction work shall be contingent on ADF&G approval of work actually performed.

ADF&G review of designs, plans, specifications, or other project related documents will be to insure conformance to the purpose of this agreement and shall not constitute engineering review nor relieve the CITY from responsibility to prepare an adequate design, meet code compliance, or assure that cost principles are applied to change orders.

3. The CITY will be reimbursed only for the cost of work completed which is directly related and allocable to the project and which ADF&G has approved. The CITY will not be reimbursed for administrative work or overhead it incurred while completing the project. Reimbursement will be made within 30 days of receipt and approval, by ADF&G, of a request for reimbursement from the CITY. All requests for reimbursement shall be adequately documented. Documentation may include copies of materials invoices, payroll ledgers, equipment logs, contract payments, etc. In the event of a late payment, ADF&G will not pay late fees.

The CITY shall maintain a separate set of accounting records for this project and shall retain these records for a period of three years from the termination of this agreement. These records shall be made available to the state for audit purposes.

To document the required match to be provided by the CITY as specified in paragraph III.1., all requests for reimbursement will be paid at the rate of 75% of the requested reimbursement until the amount specified in paragraph IV.1. is reached.

With the exception of the final payment, requests for reimbursement shall be in amounts no less than \$10,000. If the CITY chooses to make monthly billings, such billings will be held by ADF&G until the total amount reaches at least \$10,000.

4. The CITY does not intend to charge a user fee for public use of the completed facility. In the event that the CITY finds it necessary to impose a user fee, the CITY shall provide ADF&G a copy of the proposed fee schedule for review and approval. Fees shall be subject to the following criteria:
 - a. The maximum fee for emptying the sewage holding tank of a privately-owned recreational boat shall be \$5 unless a higher fee can be justified (50 CFR 85.44). Justification for a higher fee is subject to approval by the USFWS.
 - b. Fees shall not be imposed to recover the capital cost of the improvements covered by this agreement.
 - c. Fees shall not exceed the cost of operation, maintenance, and improvement of the pumpout.
 - d. Site specific fees that exceed the cost of operation, maintenance, and improvement are program income. An areawide fee, such as an annual launch permit, that allows the use of any CITY launch ramp usually is not considered program income. Fees collected and determined to be program income must be credited back to the Federal Aid in Sport Fish Restoration program through ADF&G. The basic policies for the treatment of program income by the USFWS contained in 43 CFR Part 12 and OMB Circular A-102 apply to this agreement.
 - e. The CITY may establish a capital improvement account to fund specified major improvements to the site. Establishment of such an account shall be reviewed and approved by ADF&G. The CITY shall specify the improvement proposed, the estimated cost and completion date when requesting approval. Fees accumulated in a capital improvement account will not be considered program income if they are used for the approved improvement.
 - f. If required by future changes to federal regulations or at the request of ADF&G, the CITY shall provide ADF&G an accounting of fees collected and costs of operation, maintenance, and improvements. This accounting shall be on an annual basis and in sufficient detail to satisfy state and federal regulations.

5. The effective date of this agreement shall be from the date of final signature by ADF&G.
6. The design life of the facility is 5 years; therefore, this agreement shall remain in effect until December 31, 2026.
7. Either agency may terminate its involvement in this agreement by written notice to the other at least 90 days in advance of the date on which termination is to become effective. In the event that an agency terminates its involvement in this agreement, defaults in its duties under this agreement or this agreement expires, disposition of the sport fishing access improvements shall be accomplished by whichever of the following contingencies is appropriate:

- a. Agreement expires on December 31, 2026:

ADF&G shall have the option to negotiate an extension of this agreement with the CITY for the continued public use of the facility. ADF&G shall have 90 days after the expiration of this agreement in which to notify the CITY of its intent to exercise this option. If ADF&G does not exercise this option, all equipment and components of the pumpout station purchased under this agreement shall become the property of the CITY.

- b. ADF&G terminates its involvement:

If prior to December 31, 2026, ADF&G finds that there is no longer a need for the pumpout station covered by this agreement, then this agreement shall be terminated. All equipment and components of the pumpout station purchased under this agreement shall become the property of the CITY at no additional cost to the CITY.

- c. The CITY terminates its involvement:

If prior to December 31, 2026, the CITY closes the facility to the public, does not comply with the requirements of this agreement or terminates its involvement in the purpose of this agreement, this agreement shall be terminated and the CITY shall reimburse ADF&G for the total funding it provided at the rate of 20 percent for each full year between the date of termination and December 31, 2026.

This agreement shall be terminated when the CITY's reimbursement to ADF&G is completed. The CITY shall not be required to reimburse ADF&G in the event the facility must be closed to protect public safety because of casualty damage arising from a catastrophic occurrence.

8. The CITY may make improvements to the facility at its own expense provided the improvements are compatible with the purpose of this agreement and are approved in writing by ADF&G prior to construction.
9. Funding for major maintenance or repair of casualty damage will be negotiated on a case-by-case basis. Each agency's share of such funding shall be contingent on availability of funds.
10. The rights and responsibilities vested in each agency by this agreement shall not be assigned without the written consent of the other agency.
11. Agents and employees of each agency shall act in an independent capacity and not as officers, employees, or agents of the other agency in performance of this agreement.
12. Nothing in this agreement shall obligate either agency to the expenditure of funds or future payments of money in excess of those herein agreed upon or authorized by law.
13. Nothing in this agreement transfers title or land jurisdiction other than set forth herein.

14. The CITY shall indemnify, hold harmless and defend ADF&G from and against any claim of or liability for error, omission or negligent act of the CITY under this agreement. The CITY shall not be required to indemnify ADF&G for a claim of, or liability for, the independent negligence of ADF&G. If there is a claim of, or liability for, the joint negligent error or omission of the CITY and the independent negligence of ADF&G, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "CITY" and "ADF&G" as used within this paragraph, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in ADF&G's selection, administration, monitoring or controlling of the CITY and in approving or accepting the CITY's work.
15. Both parties agree to comply with all applicable federal and state laws regulating ethical conduct of public officers and employees.
16. Each agency will comply with all applicable laws, regulations, and executive orders relative to Equal Employment Opportunity.
17. Nothing herein is intended to conflict with federal, state, or local laws or regulations. If there are conflicts, this agreement will be amended at the first opportunity to bring it into conformance with conflicting laws or regulations.
18. This agreement may be revised as necessary by mutual consent of both parties, by the issuance of a written amendment, signed and dated by both parties.
19. All approvals and notices required by this agreement shall be written and shall be sent by registered or certified mail to:

Director Division of Sport Fish Alaska Dept. of Fish & Game P.O. Box 115526 Juneau, Alaska 99811-5526	Port Director City and Borough of Juneau 155 South Seward Street Juneau, Alaska, 99801
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20. This agreement is complete and has no other encumbrances, addenda, attachments, or amendments with the following exceptions: Attachment A – Juneau Area Map

VII. APPROVING SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this Cooperative Agreement to be executed as of the date of last signature below.

CITY AND BOROUGH OF JUNEAU



Carl J Uchytel
Port Director

9/13/2019

Date

ALASKA DEPARTMENT OF FISH AND GAME



David Rutz
Division of Sport Fish

10.14.19

Date

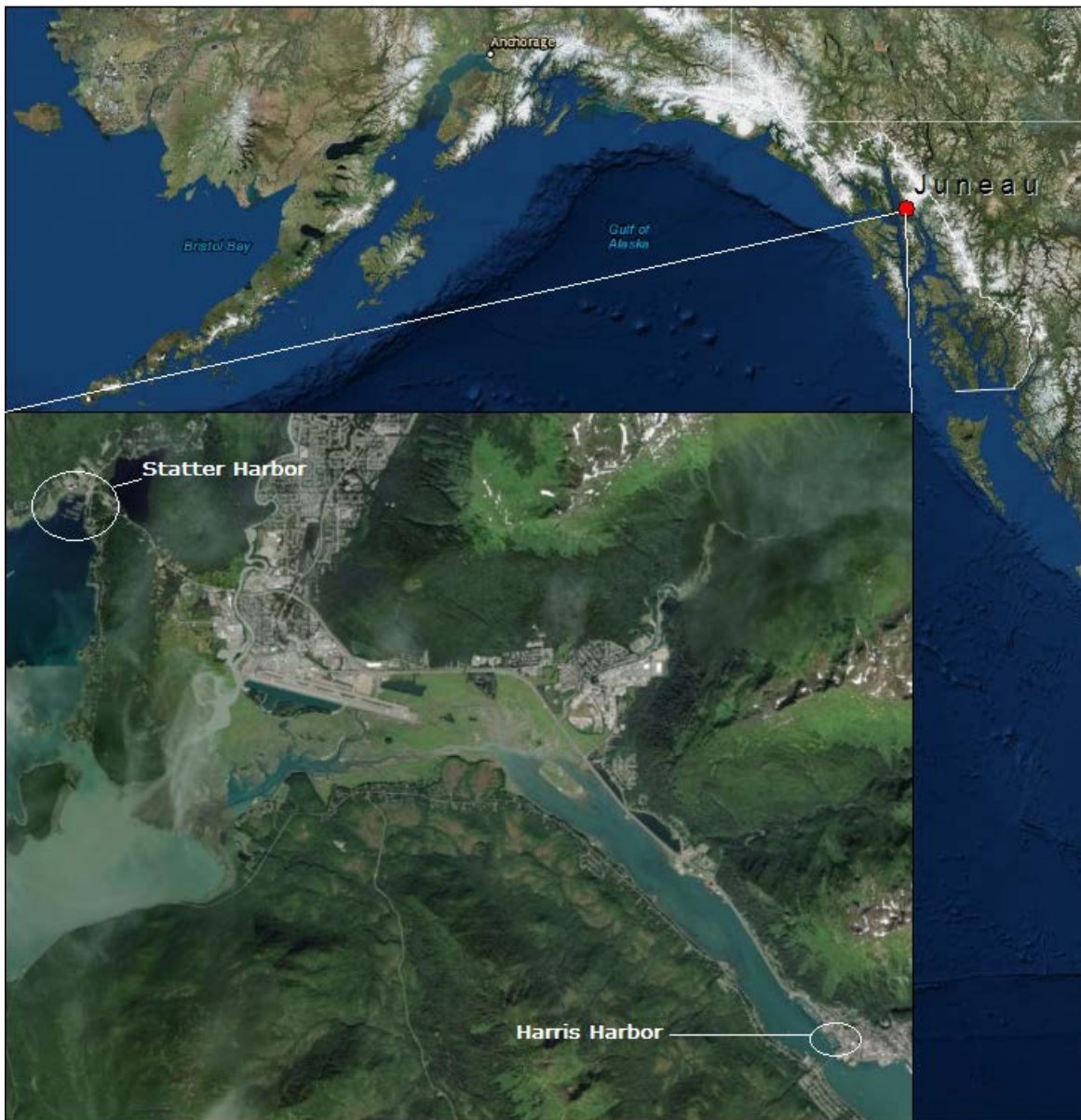


Samantha Gatton, Deputy Director
Division of Administrative Services

10/16/19

Date

Attachment A: Parcel Location



Juneau area map highlighting Harris and Statter Harbors where pump-out facilities will be improved.



Engineering & Public Works Department

155 South Seward Street

Juneau, Alaska 99801

Phone: 907-586-0800 | Fax: 907-463-2606

DATE: June 19, 2020

TO: Michelle Hale, Chair
Public Works and Facilities Committee


FROM: Katie Koester, Director
Engineering & Public Works

SUBJECT: AEA Grant Appropriation for Capital Transit

The CBJ has been successful, through the Alaska Department of Transportation and Public Facilities (DOT&PF), in grant applications to the Federal Transit Administration for several funding grants for Capital Transit. By combining the remaining funds from a grant to purchase diesel busses (\$397,630); a LowNo grant for low to no emissions projects (\$407,630); and a 15-20% local match, CBJ is purchasing the first electric transit bus in the state of Alaska - a 40 foot Proterra Catalyst scheduled to be delivered in October.

The local match for the first electric bus and associated charging infrastructure is coming from the attached Alaska Energy Authority (AEA) grant you are reviewing today; one-time funding through the VW Environmental Mitigation Trust Agreement administered by AEA. The AEA grant will reimburse CBJ for up to 20% of the total cost of the new bus and the associated charging infrastructure, not to exceed \$233,960.

Recommendation: Approve forwarding the AEA grant agreement for matching funds for the electric bus and charging infrastructure purchase, once signed by both parties, to the Assembly for acceptance and appropriation.

Alaska Energy Authority Grant Agreement					
Grant Agreement Number 7910062		CFDA Number	Amount of Funds: \$ 233,960		<u>AEA use only</u> Managed <input type="checkbox"/> Pass-thru <input checked="" type="checkbox"/>
Project Code(s) 300007	Proposal Number: NP10162		Period of Performance: From: September 12, 2019 To: July 31, 2022		
Project Title: Juneau Electric Public Transit Bus (VW)					
Grantee			Grantor		
Name City and Borough of Juneau			Alaska Energy Authority		
Street/PO Box 10099 Bentwood Place			Street/PO Box 813 W. Northern Lights Blvd		
City/State/Zip Juneau, AK 99801			City/State/Zip Anchorage, AK 99503		
Contact Person Katie Koester			Contact Person Betsy McGregor, Project Manager		
Phone: 907-586-0800	Fax: 907-463-2606	E-mail: katie.koester@juneau.org	Phone: 907-771-3957	Fax: 907-771-3044	E-mail: bmcgregor@akenergyauthority.org

AGREEMENT

The Alaska Energy Authority (hereinafter 'Authority') and [City and Borough of Juneau](#) (hereinafter 'Grantee'), agree as set forth herein.

Section I. The Authority shall grant funds to [pay](#) for [expenses](#) incurred by the Grantee under the terms and conditions of this Agreement, in an amount not to exceed \$ [233,960](#), 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 [September 12, 2019](#) and shall be completed no later than [July 31, 2022](#).

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

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

Attachments/Forms

- Attachment 1: Financial Report/Request for Reimbursement Form
- Attachment 2: Progress Report Form
- Attachment 3: Notice of Project Closeout
- Attachment 4: Certificate of Engine/Chassis Destruction

Grantee	Authority Project Manager	AEA Director
Signature _____ Date June 16, 2020	Signature _____ Date _____	Signature _____ Date _____
Katie Koester, Public Works & Engineering Dir	Betsy McGregor, Project Manager	Kirk Warren, AEA Director
Executive Director or Designee	Signature _____ Date _____	Curtis Thayer, AEA Executive Director

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Grant No. 7910062

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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) "Authority 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.
- c) "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.
- d) "Economic Life" means five years from the date of the final disbursement.
- e) "Executive Director" means the Executive Director of the Authority or the Executive Director's authorized representative.
- f) "Grantee Project Manager" means the person designated to fulfill the obligations arising under Appendix B, Section 9 "Grantee Project Manager".
- g) "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.
- h) "Project" means Juneau Electric Public Transit Bus (VW) as defined in Appendix C (Scope of Grant) for which funds have been made available.
- i) "Volkswagen" means the State Environmental Mitigation Trust funds established as part of the Volkswagen Settlement.

2. Indemnification

As a condition of this Grant, the Grantee shall indemnify, hold harmless, and defend the Authority and the State of Alaska from and against any claim of, or liability for, error, omission or negligent act of the Grantee arising out of, or in any way connected with, this Grant Agreement or the project for which the Grant is made. The Grantee shall not be required to indemnify the Authority or State of Alaska for a claim of, or liability for, the independent negligence of the Authority or State of Alaska agency. If there is a claim of, or liability for, the joint negligent error or omission of the Grantee and the independent negligence of the Authority or State of Alaska, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Grantee" and "Authority" and "State of Alaska," as used within this section, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Authority's or State of Alaska's selection, administration, monitoring, or controlling of the Grantee and in approving or accepting the Grantee's work.

3. Information Technology Risks and Warranties

Neither the Authority nor the State of Alaska makes any warranty, express or implied or assumes any legal liability or responsibility for the Grantee's use of the software, equipment or other related services provided by this grant or included in the project for which the grant is made. The Grantee understands that although the Authority may procure software services or equipment on behalf of

the grantee, the use of this software, equipment or other related services is at the Grantee's own risk. The Grantee bears the entire risk of using these services, such as any damages or liabilities resulting from a cyber-attack or computer virus on its own computers, communication systems and networks.

The Grantee acknowledges that computer, communications systems and networks are not fault-free and occasional periods of downtime occur. The Authority and the State of Alaska do not guarantee these services will be uninterrupted, timely, secure or error-free.

4. *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.

5. *Insurance*

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

6. *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.

7. *Public Purposes*

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

8. *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.

9. 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.

10. 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 and Appendix B1 Standard Federal Provisions for more specific requirements.

11. 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.

12. 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.

13. Integration

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

14. 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.

15. 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.

16. Termination**a) Termination by Mutual Agreement**

This Grant Agreement may be terminated, in whole or in part, prior to the completion of contract project activities when both parties agree that continuation is not feasible or would not produce beneficial results commensurate with the further expenditure of funds. The Authority will determine whether an environmental review of the cancellation is required under State and/or Federal law. The parties must agree on the termination conditions, including effective date

and the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Authority shall make funds available to the Grantee to pay for allowable expenses incurred before the effective date of termination.

b) Termination for Cause

If the Grantee fails to comply with the terms of this Grant Agreement, or fails to use the grant for only those purposes set forth herein, the Authority may take the following actions:

1. Suspension – After notice in writing by certified mail to the Grantee, suspend the grant and withhold any further payment or prohibit the Grantee from incurring additional obligations of grant funds, pending corrective action by the Grantee or a decision to terminate. Response must be received within fifteen (15) days of receipt of the written notice.
2. Termination – Terminate the grant in whole or in part, at any time before the final grant payment is made. The Authority shall promptly notify the Grantee in writing of its determination to terminate, the reason for such termination, and the effective date of the termination. Payments made to the Grantee or recoveries by the Authority shall be in accordance with the legal rights and liabilities of the parties.

c) Recovery of Funds

In the event of a default or violation of the terms of the Grant Agreement by the Grantee, the Authority may institute actions to recover all or part of the project funds paid to the Grantee. Repayment by the Grantee of grant funds under this recovery provision shall occur within thirty (30) days of demand.

All remedies conferred on the Authority by this agreement or any other instrument or agreement are cumulative, not exclusive, and may be exercised concurrently or consecutively at the Authority's option.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. Remission of Unexpended Funds

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

24. Tax Compliance Responsibilities of Grantee

The Grantee is responsible for determining applicable federal, state, and local tax requirements, for complying with all applicable tax requirements, and for paying all applicable taxes. The Authority may issue an IRS Form 1099 for Grant payments made. The Grantee shall pay all federal, state and local taxes incurred by the Grantee and shall require the payment of all applicable taxes by any contractor or any other persons in the performance of this Grant Agreement.

25. 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.

26. 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.

27. Procurement Standards

The Authority authorizes the Grantee to use their established and published procurement Standards.

28. Reporting Requirements

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

29. Ownership of Documents and Products

Except as otherwise specifically agreed, all designs, drawings, specifications, notes, artwork, computer programs, reports and other work developed with grant funds in the performance of this agreement are public domain and may be used by the Authority and/or public without notice or

compensation to the 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. For purposes of clarity, nothing in this section precludes Grantee from using any document or product with respect to the Project or other Grantee uses.

30. *Inspections and Retention of Records*

The Grantee shall keep a file for financial, procurement, 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.

31. *Legal Authority*

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

32. *Grant Close out*

Upon completion of 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:

Volkswagen Settlement	\$ 233,960	SLA2018 Ch.2; Sec. 4; Pg. 6; Lns. 8-10
City & Borough of Juneau	935,562	Cash Match
City & Borough of Juneau	<u>500</u>	In-Kind Match
Total Grant Funding	\$ <u>1,170,022</u>	

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. **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.

4. **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.

5. **Insurance Requirements**

The following insurance requirements are in effect for this Project. Grant funds may 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:

- a. Workers' Compensation: as required by AS 23.30.045, for all employees engaged in work under this Project. The coverage shall include:
 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;
- b. 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 Additional insured.

- c. 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.

6. 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.

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. Ownership of Facilities

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

10. Operation and Maintenance of Facilities

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

In the event that the Grantee is no longer operating the bus or 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.

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

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) proof of title and current registration for the new bus; and (2) documentation of annual bus mileage; (3) gallons of fuel displaced; (4) maintenance description and estimated cost savings compared to diesel bus; (5) description of issues encountered and resolution of issues.

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 ten years in evaluating future applications from the Grantee for grant funds.

Appendix C Grantee Proposal/Scope of work

The City & Borough of Juneau (CBJ) operates a public, fixed-route service called Capital Transit. The CBJ Capital Transit will replace a 2006 Class 4 New Flyer diesel bus (Vin #5FYD4KV106C029752), owned by CBJ, with a fully electric Proterra Catalyst 35' E2 bus and associated electric charging infrastructure.

CBJ will be reimbursed for up to 20 percent of the total cost (not to exceed \$233,960) of the electric Proterra Catalyst 35' E2 bus, signage and onboarding; installation and purchase of associated electric charging infrastructure; and shipping.

Capital Transit consists of three all-day routes, one limited service route, and morning and evening express and commuter routes. Capital Transit buses are assigned to all routes to ensure even distribution of miles among the fleet. The new Proterra Catalyst bus will be fully operated along the routes for a period of five years.

Performance Standards and Deliverables

1. Bus Destruction and Replacement Documentation

This is a one-time reimbursement grant. As a requirement of the VW Environmental Mitigation Trust Agreement, all replaced buses must be verifiably destroyed or scrapped (i.e., 3-inch hole drilled into engine block *and* chassis cut) in order to receive reimbursement funds. The Grantee anticipates scrapping the 2006 New Flyer bus at Skookum Recycling. For reimbursement, the Grantee must complete the Certificate of Engine/Chassis Destruction (Attachment 4) and provide:

- title and current registration for the new bus;
- copies of paid invoices for equipment purchase and shipping;
- documentation of labor expended; and
- documentation verifying scrappage of the old bus.

2. Quarterly Progress Reports

The Grantee shall provide brief quarterly reports on the progress of the Project up until the time of reimbursement. Quarterly reports are due April 30, July 31, October 31, and January 31 beginning with Grant award through completion of the bus replacement and reimbursement.

3. Annual Reports

The Grantee shall provide brief annual reports, due January 31, for a period of 5 years following bus replacement that includes:

- title and current registration for the new bus;
- documentation of annual bus mileage;
- gallons of fuel displaced;
- maintenance description and estimated cost savings compared to diesel bus; and
- description of issues encountered and resolution of issues.

4. Performance Remedies

The Grantee must own and operate the new bus for a minimum of five years following reimbursement, subject to verification by AEA. If the bus is sold before the 5-year period, or not operated as a school bus transporting children to/from school or school activities on the same route as the replaced bus, or for an equivalent amount of annual miles travelled, the grantee will be required to return a prorated portion of the full reimbursement based on years of approved operation. AEA reserves the right to conduct audits which may include site visits to ensure compliance.

Schedule

All bus replacements must be completed within two years of the award date. The anticipated schedule for bus replacement is as follows:

CBJ Public Transit Bus Replacement Schedule	Date
CBJ procures new Proterra Catalyst 35' E2 bus	September 2019
Delivery of new Proterra Catalyst 35' E2 bus to CBJ	May 2020
Scrap old 2006 New Flyer diesel bus per VW Trust Agreement	June 2020

Annual reporting will continue for five years following reimbursement.

Budget

The total project cost is \$1,169,800. CBJ will be reimbursed for up to 20 percent of the total cost (not to exceed \$233,960) of the electric Proterra Catalyst 35' E2 bus, signage and onboarding; installation and purchase of associated electric charging infrastructure; and shipping. CBJ will provide 80 percent matching funds composed of FTA 49 U.S.C. 5339 funds (\$397,339); FTA 49 U.S.C. 5339(c) funds; CBJ Capital Transit funds and \$500 in-kind. CBJ is providing labor for bus scrappage as in-kind cost share. EV charging infrastructure will be purchased through the contractor.

Milestones	Grant Budget	Match Budget	Total Budget	Start Date	End Date	Deliverables
2006 New Flyer diesel bus destruction (Vin #5FYD4KV106C029752) and replacement with Proterra Catalyst 35' E2 bus	\$233,960	\$936,062	\$1,170,022	9/12/2019	7/31/2022	Bus destruction and replacement documentation
Quarterly Progress Reports				Jan 31, Apr 30, Jul 31, Oct 31,	until reimbursement	Quarterly Report
Annual Reports				Jan 31	5 years following reimbursement	Annual Report
Total	\$233,960	\$936,062	\$1,170,022			

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
Grant Manager Mike Vigue Katie Koester 10099 Bentwood Place Juneau, AK 99801 mike.vigue@juneau.org katie.koester@juneau.org 907-586-0800	Grant Manager Karin St. Clair, Grants Manager 813 W. Northern Lights Blvd. Anchorage, Alaska 99503 Kstclair@akenergyauthority.org 907-771-3081
Project Manager Mike Vigue Katie Koester 10099 Bentwood Place Juneau, AK 99801 mike.vigue@juneau.org katie.koester@juneau.org 907-586-0800	Project Manager Betsy McGregor 813 W. Northern Lights Blvd. Anchorage, Alaska 99503 Bmcgregor@akenergyauthority.org 907-771-3957

3. Quarterly Progress and Financial Reports

The Grantee will provide quarterly progress and financial reports by email (or other method allowed by the Authority, if email is not available) to the Authority Project Manager. Reports are due January 31st; April 30th; July 31st; and; October 31st of each year this Agreement is in place. If the due date 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.

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. 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 by the Authority 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.

c. Supplies

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

d. 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.

e. 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.

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 \$935,562 in cash match and \$500 of in-kind match for this Project. Cash match will be applied based on a percentage basis unless otherwise specified in the budget in Appendix C. In-kind match will be applied based on the budget in Appendix C.

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 necessary and reasonable for proper and efficient accomplishment of the Project or program objectives;
- Are allowable costs;
- Must be incurred within the grant eligible time period. The Authority may allow cost sharing or matching contributions that occurred prior to the grant eligible time period for projects that involve construction.

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 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 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;
- Contractor or vendor pay requests;
- Itemized invoices and receipts; and
- Detailed ledger of costs being charged to this grant.

Additionally, the Grantee may be required to provide proof of payment of the incurred costs at the request of the Authority.

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.

8. *Budget Adjustments and Changes*

When a Grantee faces increased unbudgeted costs, the Grantee should contact the Authority 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 Project Manager that the project cannot be completed as currently planned and budgeted for, the Authority 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: City and Borough of Juneau Project: Juneau Electric Public Transit Bus (VW)

Period: _____ to _____

Grant Number: **7910062**

BUDGET SUMMARY			A	B	C	D = B + C	E = A - D
	GRANT BUDGET	MATCHING BUDGET	TOTAL BUDGET	PRIOR EXPENDITURES	EXPENDITURES THIS PERIOD	TOTAL EXPENDITURES	GRANT BALANCE
BY BUDGET CATEGORIES							
Direct Labor and Benefits	\$ 300	\$ 1,200	\$ 1,500				
Equipment	233,660	899,265	1,132,925				
Contractual Services	-	35,597	35,597				
TOTAL	\$ 233,960	\$ 936,062	\$ 1,170,022				
BY FUND SOURCES							
Grant Funds	\$ 233,960		\$ 233,960				
Grantee Match – Cash		\$ 935,562	935,562				
Grantee Match – In-Kind	-	500	500				
TOTAL	\$ 233,960	\$ 936,062	\$ 1,170,022				

Please submit this form and the supporting documentation to aeapayables@aidea.org**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
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Grantee: City and Borough of Juneau

Project Name: Juneau Electric Public Transit Bus (VW)

Grant # 7910062

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 and Grant Closeout

**NOTICE OF PROJECT AND GRANT CLOSEOUT
ALASKA ENERGY AUTHORITY**

Project Name: Juneau Electric Public Transit Bus (VW)

Grantee: City and Borough of Juneau

Grant Number: 7910062

The Alaska Energy Authority certifies and acknowledges that the Project referenced above has been completed, and that all tasks have been satisfactorily carried out in accordance with the terms and conditions of Agreement Number: 7910062.

Project Manager
Alaska Energy Authority

Date

City and Borough of Juneau certifies that the Project named above is complete in accordance with the terms and conditions of Alaska Energy Authority Agreement Number: 7910062.

City and Borough of Juneau also certifies that, we have been reimbursed for all eligible expenses pertaining to 7910062, and that as of the date of signature, no further reimbursements will be requested for any activity related to the Project identified above.

Pursuant to Appendix B #11 '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 Certificate of Engine/Chassis Destruction



DATE: June 19, 2020

TO: Michelle Hale, Chair
Public Works and Facilities Committee

FROM: Lori Sowa, Utilities Engineer

THROUGH: Katie Koester, Director of Public Works and Engineering

SUBJECT: USDA Composting Grant Opportunity

The United States Department of Agriculture (USDA) has announced a funding opportunity for community compost and food waste reduction pilot projects. The program goals are listed as follows:

Cooperative agreements support projects led by local governments that: 1) generate compost; 2) increase access to compost for agricultural producers; 3) reduce reliance on, and limit the use of, fertilizer; 4) improve soil quality; 5) encourage waste management and permaculture business development; 6) increase rainwater absorption; 7) reduce municipal food waste; and 8) divert food waste from landfills. USDA's Natural Resources Conservation Service will provide assistance for conservation related activities.

Priority will be given to projects that anticipate or demonstrate economic benefits; incorporate plans to make compost easily accessible to farmers, including community gardeners; integrate other food waste strategies, including food recovery efforts; and collaborate with multiple partners.

A total of \$900,000 in funding is available, with projects expected to fall in the \$45k - \$90k range over the two years of the grant period (October 1, 2020 – September 29, 2022). CBJ staff is identifying partners and developing a pilot project and grant application for this funding opportunity. The pilot project CBJ is proposing includes composting of food waste generated by schools and the use of cardboard collected for recycling as a carbon source for the composting process. CBJ will partner with JuneauComposts! and the school district, along with several local food producers who will use the finished compost.

Developing composting capacity in Juneau is beneficial to the CBJ for several reasons. Food waste is typically disposed of in the garbage or it is ground up, put down the drain and into the sewer system. Beyond the benefits of diverting waste from the landfill, CBJ also has a vested interest in reducing organic waste going to the sewer system. The Mendenhall wastewater treatment facility experiences high influent organic loading, and we are actively working on ways to reduce this loading through source control efforts. The eventual goal is to have composting capacity to accommodate large scale producers such as grocery stores and restaurants to provide a better means of disposal for their organic waste. The prospect of using cardboard in the composting process is also attractive in that it will reduce our costs of shipping cardboard out of town for recycling, and will move us from *recycling* the material to *reusing* the material, a better outcome both economically and environmentally. This grant opportunity would allow CBJ to partner with an existing business to develop composting capacity and test out the use of cardboard in the composting process, while also providing an educational opportunity for students.

The grant application is due on Friday, June 26 and awards are expected to be announced late this summer. There is a 25% match requirement. CBJ is planning to provide up to \$22,500 for the match from wastewater utility funds.

More information on the grant can be found here: <https://www.farmers.gov/manage/urban/opportunities>

MEMORANDUM

TO: Katie Koester
 Engineering & Public Works Director

FROM: Greg Smith
 Contract Administrator

Date: June 17, 2020

SUBJECT: Contracts Division Activity
 May 27, 2020, to June 16, 2020

Current Bids – Construction Projects >\$50,000

BE20-243	DPAC & DT Fire Station Fall Restraints	Estimate \$185,000.00 6 bids received. Island Contractors low bidder, \$109,556. Award in progress.
BE20-230	JPD and DT Library HVAC Controls Upgrades	Estimate \$660,000. Bids due 6/30/20.
MR BE20-261	JPD Fence Reinforcement Material Installation	Estimate \$110,000. 4 bids received. Enco Alaska low bidder, \$52,480. NTP issued 5/27/20.
BE20-214	2020 Area Wide Paving	Estimate \$527,000, 4 bids received 6/2/20. Low bidder SEEM \$493,994. Award in progress
BE20-182	Glacier Fire Station Siding Replacement	Estimate \$470,000. 6 bids received. Carver Construction low bidder, \$318,604. NTP issued 6/12/20.
BE20-235	Downtown Library Selective Cladding Replacement	Estimate \$120,000. 2 bids received. Carver Construction low bidder, \$119,777. NTP issued 6/15/20.
BE20-224	Marie Drake Kitchen Upgrades	Estimate \$300,000. 2 bids received. Carver Construction low bidder, \$379,702. Award in progress

Current RFP's – Services

RFP E20-215	CA&I for Hospital Drive Reconstruction	1 proposal received. Fee negotiations in progress with DOWL.
RFP E20-267	Planning and Design for S. Franklin Pedestrian Improvements	Proposals due 6/9/20. 1 proposal received. Fee negotiations with DOWL in progress.
RFP E20-260	CA&I Services for 2020 Area Wide Paving	2 proposals received on 5/29/20. Wilson Engineering and proHNS. proHNS selected. Fee negotiations in progress.
RFP E20-232	WW Process Engineer for MWWTP	2 proposals received. Tetra Tech and G.V. Jones. G.V. Jones selected. NTP issued 6/15/20, \$47,647.

Term Contracts for Material Sources (>\$20,000)

PA 2 to E19-128(AJC)	Stabler Point Quarry Work – Spring 2020	Alaska Juneau Construction, \$28,224. NTP issued 5/29/20.
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MR E20-139 – Term Contract for Professional Services. This solicitation is open for a three-year period. Consultants continue to submit proposals. Contracts are in progress and underway.

Key for Abbreviations and Acronyms

A Amendment to PA or Professional Services Contract
CA Contract Administration
CO Change Order to construction contract or RFQ
MR Modification Request – for exceptions to competitive procurement procedures
NTE Not-to-exceed

Contracts Division Activity
May 27, 2020, to June 16, 2020

NTP Notice to Proceed
PA Project Agreement - to either term contracts or utility agreements
RFP Request for Proposals, solicitation for professional services
RFQ Request for Quotes (for construction projects <\$50,000)
RSA Reimbursable Services Agreement
SA Supplemental Agreement