

APPENDIX D: PROJECT AGREEMENT No. DPW-002-2020

Project Name: **Northside Highway Improvements Project**

An Agreement, by and between the **VIRGIN ISLANDS HOUSING FINANCE AUTHORITY** ("VIHFA" or "Grantee"), an independent instrumentality of the Government of the Virgin Islands, at 3202 Demarara Plaza, Suite 200, St. Thomas 00802, the **VIRGIN ISLANDS DEPARTMENT OF PUBLIC WORKS** ("VIDPW" and/or Agency), an Agency of the Government of the Virgin Islands, at 8244 Subbase, St. Thomas, U.S. Virgin Islands 00802, and herein jointly referred to as the "Parties" or "Virgin Islands Entities." This Agreement is conditioned upon and subject to VIDPW's adherence to the requirements found in Subrecipient Agreement SA-DR(DPW)-004-2019.

IT IS MUTUALLY AGREED AS FOLLOWS:

SECTION 1: SCOPE OF SERVICES

Activity: Public Improvement under Section 105(a)(2) of the Housing and Community Development Act of 1974, as amended.

The Northside Highway, also known as Northside Road ("Northside"), is approximately 6.5 miles (34,300 linear feet) long and serves as the designated tsunami evacuation route for the island of St. Croix. Northside is the main arterial road to places of employment, business and access to critical services. Northside also serves as the main route for residents in Christiansted and neighborhoods along the Northside corridor to the main healthcare facilities on St. Croix: Harwood Clinic, Juan F. Luis Hospital and Plessen Healthcare.

The proposed Northside Highway Improvements project will involve the design and implementation for the needed modifications, repairs, and replacement of existing structures, as well as the required environmental review. The reconstruction activities may include but are not limited to new sidewalks, accessibility features and utility lines, as needed. The scope and scale of the project, and the opportunity to include other components such as drainage and other utility coordination, will be further understood and detailed during the design phase.

The proposed Northside Highway Improvements Project be funded in three phases: **Design and Engineering, Acquisition and Construction**. The project will be developed and completed in coordination with local utilities, other agencies and Federal partners. The project will be implemented with procurement activities being conducted in all three phases.

Phase 1: Design and Engineering will involve all design elements for any needed modifications, repairs, and replacement of existing structures, new components, and the required environmental review. The 30% design will include completion of a survey (100%), an environmental assessment (100%), design of the underground electrical distribution (40%) and design of the roadway improvements (40%). Other design elements will include evaluation of current drainage infrastructure, alternatives to address storm water runoff and to underground all electrical, and other infrastructure if applicable, in the project area. The project will be in compliance with the Americans with the Disabilities Act (ADA) and include compliant sidewalks and pedestrian rights-



of-way, storm sewer pipes, drainage pipes, catch basins, culverts and undergrounding of telecommunication lines. The appropriate Environmental Review will be conducted and completed in this phase. Upon approval, the project can continue to final design.

VIDPW must receive Notices to Proceed (NTP-1) to solicit bids for the Northside Highway Improvements Project through the issuance of Requests for Proposals (RFP) as required in a competitive bid process that complies with HUD and other Federal procurement requirements, to enter into contract (NTP-2) with the Design & Engineering Firm and to start the Design and Engineering activities.

Phase-2 Acquisition will only be authorized after the completion of the Design and Engineering process. Design and Engineering phase will identify any and all potential sites where acquisition activities will be required to complete the project. However, the actual acquisition of properties will only be allowed in this Phase subject to the following conditions:

- Completion and approval of the 30% design
- Review and approval of the final Right of Way plans
- Completion of the environmental review process
- Completion of a revised Project Application that includes all project costs, funding sources, Project Participants and timelines for completing the Northside Highway Improvements Project has been approved by VIHFA

A Notice to Proceed (NTP-4) to begin acquisition activities is required prior to VIDPW undertaking any acquisition actions, including negotiations, commitments or purchases. All acquisition activities will be performed by VIDPW and the Virgin Islands Department of Property and Procurement (VIDPP).

Phase-3 Construction activities associated with the Northside Highway Improvements Project may include but are not limited to resurfacing and paving, compaction, installation of new sidewalks and accessibility features, drainage or flood runoff modifications, and utility lines, as needed, and will occur in Phase 3. The final scope of work will be determined based on the completed design and engineering and environmental review processes. Prior to undertaking any actions, VIHFA must issue Notices to Proceed for solicitation of bids (NTP-5) and for start of construction (NTP-6).

General requirements for Phase 1

Phase 1: Design and Engineering must include:

- Procurement of Design and Engineering firm
- Completed conditions analysis, topographic survey, land/parcel survey and defined public right-of-way
- Engineering analysis and feasibility study
- Hydrologic and Hydraulic (H&H) Study



- Width of right-of-way and roadway; type and compacted depth of base material, surfacing and paving; location and width of sidewalks, walkways, curbs or culverts; and other such dimensions as may be necessary or required
- Traffic study, including analysis of counts and crash data to improve intersections
- Coordination with all utility agencies and public transportation
- Engineering of all undergrounding of utilities infrastructure (water, power, waste management, telecommunications, cable, internet, etc.)
- Identification and issuance of all required permits
- Detailed schedule with project milestones
- Public meeting to inform the public and to receive and consider any comments
- Plans each at the 30%, 60%* and final design stage
- Prepare environmental review documentation compliant with all National Environmental Policy Act (NEPA), National Historic Preservation Act Section 106, and Department of Transportation Act of 1966 Section 4(f) requirements

****Subrecipient shall prepare the environmental documents in compliance with 24CFR Part 58. Final design and engineering may not begin until the environmental review process, based on the final scope of work has been completed, the authority to Use Grant Funds (ATUGF) has been granted by HUD, and all Notices to Proceed have been issued by VIHFA.**

Phase 2: Acquisition (if identified in Design and Engineering) cannot occur until the final review and approval by VIHFA of the project plans, scope of work, ATUGF and Notices to Proceed have been issued.

Phase 3: Construction will include the competitive procurement of a contractor to undertake all construction activities. This phase cannot proceed until VIHFA has received and approved an updated Project Application that includes all project costs, funding sources, timelines and milestones based on the final scope of work and all Notices to Proceed have been issued.

Project Location: The Northside Highway Improvements project will consist of the portions of Northside Road between Centerline Road and intersection of Northside Road, Contentment Road and King Street. The geographical center of the project is: Latitude: 17°44'32.55" N, Longitude: 64°42'40.04" W.

Project Service Area is: The service area of Northside Highway is St. Croix Island-wide.

Project Target Area: St. Croix Island-wide.

SECTION 2: PROJECT SUMMARY




Hardening public facilities and networks is critical to the Territory's ability to respond swiftly in the aftermath of an extreme weather event and for residents to have a safe tsunami evacuation route. The Infrastructure Repair and Resilience Program provides increased access for emergency vehicles, improvements to evacuation routes, and upgrades intended to harden infrastructure against future severe weather events. These activities will include both structural and non-structural measures to harden facilities against high winds, heavy rainfall, flood exposure, storm water run-off, and their associated effects (e.g., erosion).

Significant drainage issues combined with heavy truck usage over the course of the recovery that it has received, and will continue to receive, are causing prolonged impacts. The flooding sustained during Hurricane Maria contributes to the weakening of the road base by saturating soils. The expedited deterioration in condition caused by additional heavy traffic on Northside Highway due to debris pick up and reconstruction of damaged critical facilities (including hospitals and schools) are a direct result of the 2017 storms. The current state of the road contributes to ongoing drainage issues and increased maintenance requirements.

The hardening of the roadway and its underlying drainage is also vital to safe passage to critical healthcare facilities. The eastern portion of Northside connects highly residential areas to the economic hub of downtown Christiansted and provides access to three critical facilities. The western portion of Northside connects highly residential areas to the central island businesses along Centerline Road and on to Limetree Bay Terminals, a main employer on St. Croix.

The infrastructure improvements funded by CDBG-DR also supports housing activities, as repairs to damaged housing units and the creation of new housing units will be occurring along the Northside Highway corridor. The project will fund improvements to Northside Highway as part of a coordinated project to make improvements to the road for resilience, increase the drainage under the roadway, and to harden the surface in the event of future severe weather events.

Preparation of the preliminary design documents will consist of drawings, current/existing conditions and technical specifications, other documents that describe the size and character of the entire Northside Highway Improvements project as to structural, and electrical systems materials; such other design essentials, as may be appropriate. Additionally, the preliminary design documents shall identify design features, program modifications, the probable project schedule, utilities installed in the project area, and a statement which identifies the need for any additional data, surveys or tests.

The design phase will identify any acquisition needs, based on the project requirements. Property Acquisition will occur in Phase 2 and will be subject to environmental review and appropriate notices to proceed.

The design phase will include the appropriate level of environmental review determined necessary during the design of the project. Prior to procurement of a Design Engineering firm, VIDPW must receive a Notice to Proceed (NTP-1) from the VIHFA. Prior to entering into a contract with the design/engineering contractor, VIDPW must receive a Notice to Proceed (NTP-2) from the

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VIHFA. After completion of 30% Design and following approval of the Environment Assessment, DPW must receive a Notice to Proceed (NTP-3) to proceed with completion of the final design.

The deliverable date for the Environmental Assessment completion is December 31, 2020.

Upon approval of the Environmental Assessment and identification the potential sites for acquisition, VIDPW must submit an amended Project Application to begin Phase -2 Acquisition. VIDPW must receive a Notice to Proceed (NTP-4) prior to soliciting an acquisition firm, and prior to entering in contract (NTP-5) with an acquisition firm for conducting acquisition of the properties. VIDPW must adhere to their procurement procedures for acquisition of properties and the Uniform Relocation Act.

Prior to procurement of a contractor for Phase-3 construction for the Northside Highway Improvement project, VIDPW must receive a Notice to Proceed (NTP-6) from the VIHFA. Prior to entering into a contract with the construction contractor, VIDPW must receive a Notice to Proceed (NTP-7) for construction activities.

Project Timeline (as proposed in the VIDPW DR Project Application dated February 28, 2020):

- 1- Environmental Review to be completed by November 30, 2020 – Phase 1
- 2- Architecture/Engineering activities to be completed by November 30, 2021 – Phase 1
- 3- Acquisition to be completed by December 31, 2021 – Phase 2
- 4- Construction of Improvements to be completed by May 31, 2024 – Phase 3
- 5- Final Financial Reconciliation and Close Out to be completed by August 31, 2024 – Phase 3

NOTE: Notwithstanding Paragraph 3C of the Subrecipient Agreement, the Virgin Islands Housing Finance Authority is responsible for the completion of the Environmental Review and subrecipients who wish to complete their own Environmental Review will need to do so in accordance with VIHFA Environmental Policy and Procedures.

SECTION 3: NATIONAL OBJECTIVE

Low- and Moderate-Income Area – (St. Thomas, USVI)

SECTION 4: TERM OF AGREEMENT

The term of this Agreement is April 23, 2020 through August 31, 2024 and may extended pursuant to a written amendment to this Agreement as authorized in the VIDPW Subrecipient Agreement SA-DR(DPW)-004-2019. In any event, this Agreement shall cover the period that the Grantee has control over Community Development Block Grant Disaster Recovery funds.



SECTION 5: PROJECT BUDGET

Subject to the terms and conditions of this Agreement, VIHFA, as Grantee and administrator of the CDBG-DR Program, will make available to VIDPW disaster recovery funds up to the maximum amount of [REDACTED] (the "Grant Funds") are intended for the purpose of funding the Northside Highway Improvement Project Design and Engineering phase as an Infrastructure Repair and Resilience Program activity under the Action Plan, as amended from time to time.

The total estimated Northside Highway Improvements Project Design and Engineering Budget is [REDACTED]; the CDBG-DR Tranche 1 allocation is [REDACTED] with other sources of funding identified as [REDACTED] (see Exhibit 1, attached).

VIDPW is solely responsible for the Northside Highway Improvement Project to be completed through the Construction Phase. VIDPW must submit revised Project Application(s) reflecting final costs, scope of work, all funding sources (including requests for additional CDBG-DR funds), timelines and beneficiary information within eighteen (18) months of execution of this Project Agreement, which may result in an Amended Northside Highway Improvements Project Agreement.

The Northside Highway Improvements Project will be funded and conducted in three (3) phases: Phase 1: Design and Engineering, Phase 2: Acquisition; and Phase 3: Construction.

Phase I – Design and Engineering will be funded up to a maximum amount of [REDACTED] including Activity Delivery Costs. Once VIDPW is compliant with the terms and conditions of this Agreement and Subrecipient Agreement SA-DR(DPW)-004-2019, a Notice to Proceed (NTP-1) will be issued by VIHFA to solicit the services of a Design and Engineering firm.

VIDPW is required to ensure all contracts with VIDPW contractors clearly stipulate the period of performance or the date of completion. VIDPW will provide to VIHFA a performance narrative report, to be updated on a periodic basis as defined by VIHFA.

VIDPW is also required to provide a copy of the Acknowledgement and Coordination Agreement for the cost of design of the undergrounding as relates to FEMA PW126 prior to issuance of Notice to Proceed (NTP-1). (See SECTION 7: PERFORMANCE MEASURES / PROJECT. Conditions 4. NORTHSIDE HIGHWAY IMPROVEMENTS PROJECT CONDITIONS below.)

Upon selection of a Design and Engineering firm, VIDPW will be required to comply with 2 CFR §200.323 Contract Cost and Price and must provide the Cost/Price analysis for the full project scope of work to VIHFA for review and approval. Upon approval VIHFA will issue



NTP-2 to VIDPW to allow the execution of a contract with the Design and Engineering firm for 100% design of the project and to proceed with the work necessary to secure all environmental studies based on the proposed project design. After completion of 30% Design and following approval of the Environment Assessment, DPW must receive a Notice to Proceed (NTP-3) to proceed with completion of the final design.

Estimated Completion Date: November 30, 2021

Phase II – Acquisition may be funded upon receipt of a revised and updated Project Application, based on the final scope of work developed in Phase 1 - Design and Engineering, resulting in an Amended Donoe Bypass Improvement Project Agreement. Upon execution of the amended Project Agreement and once VIDPW is compliant with the terms and conditions of this Agreement and Subrecipient Agreement SA-DR(DPW)-004-2019, NTP-4 will be issued by VIHFA to VIDPW to initiate acquisition activities. All acquisition activities will be performed by VIDPW and VIDPP. VIDPW must adhere to their procurement procedures for acquisition of properties and the Uniform Relocation Act.

Amount: To be determined based on the final scope of work

Estimated Completion Date: December 31, 2021

Phase III – Construction may be funded for the purpose of funding the Infrastructure Repair and Resilience Program activities under the Action Plan, as amended from time to time, related to the Northside Highway Improvement Project – Construction - Phase 3.

Once VIDPW is compliant with the terms and conditions of this Agreement and Subrecipient Agreement SA-DR(DPW)-004-2019, a Notice to Proceed (NTP-5) will be issued by VIHFA to VIDPW to allow for bid solicitations. Following selection of a construction firm, VIDPW must receive a Notice to Proceed (NTP-6) to enter into contract with the selected contractor and begin construction activities.

VIDPW is required to ensure all contracts with VIDPW contractors clearly stipulate the period of performance or the date of completion. VIDPW will provide to VIHFA a performance narrative report, to be updated on a periodic basis as defined by VIHFA.

Amount: To be determined based on the final scope of work

Estimated Completion Date: May 31, 2024



The Grant Funds must be expended by VIHFA within six years of the date that the funds are obligated by the U.S. Department of Housing and Urban Development (HUD) to VIHFA, unless an extension is hereinafter granted in writing by HUD or as approved by VIHFA.

Performance Narrative Report

VIDPW is required to ensure all contracts with VIDPW contractors clearly stipulate the period of performance or the date of completion. VIDPW will provide to VIHFA a performance narrative report, to be updated on a periodic basis as defined by VIHFA.

Project Budget Summary:				
Category	CDBG-DR Budget	FEMA HMGP	FEMA PW307	Total
Phase 1 - Design & Engineering				
Survey				
Environmental Assessment)				
Design of Underground Electrical				
Design of Roadway Improvements				
FEMA H&I Study and Design				
Activity Delivery				
Sub-total Phase 1				
Phase 2 - Land Acquisition and Easements *				
Land Acquisition and Easements				
Sub-total Phase 1 & 2				
Phase 3 - Construction of Roadway Improvement *				
Construction of Roadway Improvement				
Sub-total Phase 1, 2 & 3				
Reimbursement of Undergrounding Design (PW126) **				
Sub-total Phase 1, 2, 3 and Activity Delivery Cost				
Total Project Budget				
*Please note that the above are estimates and subject to change				
**\$800,000.00 undergrounding design will be reimbursed by FEMA PW126				

Though the budget line items in Exhibit 1 are estimates, the total budget for Tranche 1 as described in SECTION 1: SCOPE OF SERVICES of this project shall not exceed \$3,100,000.00 unless authorized in writing by the Grantee.

VIDPW further agrees that it shall not deviate from this budget except with prior written approval from the Grantee. If changes to the budget are necessary VIDPW shall complete and submit a Budget Revision form for the Grantee's approval.

A. Time of Payment: Payment shall be made upon receipt of reimbursement voucher or payment request sent to VIHFA.

1. VIDPW shall submit a reimbursement voucher or payment request within 75 days of the Notice to Proceed. (NOTE: This is optional, and dependent on the project.)

2. VIDPW shall submit reimbursement vouchers or payment requests on a monthly basis, and
 3. VIDPW shall submit supporting documentation for each line item reflected on the reimbursement voucher or payment request submitted (as outlined below in SECTION 6: DOCUMENTATION OF PROJECT COSTS AND OTHER FINANCIAL REPORTING). Such supporting documentation should be a part of the reimbursement or payment request.
- B. Disbursement of Payment: The Grantee shall apply the funds under this Project Agreement in accordance with the Project Budget Summary and as reflected in the reimbursement request voucher(s) submitted by VIDPW.
1. An updated detailed line item budget for all Agency internal or related costs must be submitted and approved by VIHFA prior to funds being released and drawn down.
 2. VIHFA will make payments directly to the Architecture/Engineering firm and/or Prime Contractors within 45 calendar days.
- C. Budget Revisions: Any request for a line-item expense change shall be submitted in writing, shall specifically state the reasons for the requested increase and a justification for the corresponding decrease in other line-item(s). Any budget revisions must be necessary and meet Cost Reasonableness standards. All budget revisions and/or amendment requests will be reviewed and approved or denied.

SECTION 6: DOCUMENTATION OF PROJECT COSTS AND OTHER FINANCIAL REPORTING

All payments shall be made as progress payments for work performed. All project costs must be supported with source documentation, including purchase orders, invoices, cancelled checks, evidence of electronic payments, etc. and submitted to VIHFA for review.

Prior to subsequent reimbursement requests, VIDPW must reconcile their financial records, identify any unspent funds or excess cash on hand; any unspent funds or excess cash on hand, along with any earned interest from the unspent funds or excess cash on hand must be remitted to VIHFA immediately. These reconciliations must be available to VIHFA for review upon request.

Normal indirect cost rules apply. If an agency intends to charge indirect costs to the award, the project budget must clearly state the rate and distribution base intended to be used. If there is a Federally negotiated indirect cost rate, the agency must include the letter or other documentation from the cognizant agency showing the approved rate. Any changes to the indirect cost rate must be submitted to VIHFA before utilization under this agreement.



SECTION 7: PERFORMANCE MEASURES / PROJECT MILESTONES

Conditions:

1. VIDPW must submit to VIHFA all CDBG-DR related procurements for review and approval prior to solicitation and final documents for upload and advertisement on VIHFA's website.
2. An updated detailed line item budget for all Agency internal or related costs, must be submitted and approved by VIHFA prior to funds being released and drawn down.

Milestones:

- 1- Environmental Review to be completed by November 30, 2020 – Phase 1
- 2- Architecture/Engineering activities to be completed by November 30, 2021 – Phase 1
- 3- Acquisition to be completed by December 31, 2021 – Phase 2
- 4- Construction of Improvements to be completed by May 31, 2024 – Phase 3
- 5- Final Financial Reconciliation and Close Out to be completed by August 31, 2024 – Phase 3

Notices to Proceed (NTP) will be issued at the following project progress stages:

NTP-1: will allow for the VIDPW to begin procurement activities for the selection of a Design and Engineering firm to complete 30% design of the project, and to begin the environmental review during completion of 30% design. No additional design, engineering or other type of work may proceed without confirmation from VIHFA. VIDPW is also required to provide a copy of the Acknowledgement and Coordination Agreement for the cost of design of the undergrounding related to FEMA funds prior to issuance of NTP-1.

NTP-2: VIDPW cannot proceed with the 100% design phase after initial 30% design phase until all environmental studies based on the proposed project design are completed and approved by VIHFA. Upon approval VIDPW can solicit for and execute a contract with the Design and Engineering firm for 100% design of the project.

NTP-3: will be provided by VIHFA to VIDPW to allow completion of the remaining design phase.

NTP-4: will be provided by VIHFA to VIDPW prior to beginning acquisition of real property, if determined as necessary in the project design phase. All acquisition activities will be performed



by VIDPW and VIDPP. VIDPW must adhere to their procurement procedures for acquisition of properties and the Uniform Relocation Act.

NTP-5 will be provided by VIFHA to VIDPW to begin procurement activities for the selection of a construction firm for construction of Roadway Improvements.

NTP-6: Upon selection of the construction firm, VIDPW will be required to comply with 2 CFR pursuant to §200.323 *Contract Cost and Price* and provide the Cost/Price analysis to VIHFA for review and approval. Upon approval, NTP-7 will be provided by VIFHA to VIDPW to begin construction activities for construction of Roadway Improvements.

Conditions:

1. PROCUREMENT SOLICITATIONS

Virgin Islands Department of Procurement and Property will submit to VIHFA, on behalf of VIDPW, all CDBG-DR procurement solicitations for upload and advertisement on VIHFA's website.

Prior to procurement of a Design and Engineering firm and/or a Construction Contractor, VIDPW must receive Notices to Proceed (NTP-1 and NTP-6) from VIHFA. The VIDPW must ensure that subsequent contract/agreements with the selected firms include performance measures, deliverables and penalties if the goals and/or deadlines are not met.

2. INSURANCE & BONDING

Agency shall require a Contractor to maintain liability insurance for protection against claims for damages because of bodily injury or death or claims for damages to property which may arise out of or result from the Contractor's operation under a contract whether such operation be by the Contractor or by any Subcontractor or anyone directly or indirectly employed by any of them. This amount shall be in the amount no less than the amount of the contract and the Contractor upon request shall present the Agency with a certification of such insurance.

A performance and payment bond on the part of the Contractor for 100 percent of the contract price shall be required. A performance bond is one executed in connection with a contract to secure fulfillment of all the Contractor's obligations under such contract; a payment bond that will assure payment as required of all persons supplying labor and materials in the execution of the work provided for in the contract.

Design, engineering and environmental review activities do not require bonding.

3. SUBRECIPIENT AGREEMENT SA-DR(DPW)-004-2019 SPECIAL CONDITIONS

VIDPW must be in compliance with all Special Conditions listed in Subrecipient Agreement SA-DR(DPW)-004-2019 prior to the release of the Notices to Proceed (NsTP) or release of CDBG-DR funds.



The VIDPW shall meet the required Special Conditions, as listed in the SA-DR(DPW)-004-2019, within ninety (90) days of the execution of this agreement.

4. NORTHSIDE HIGHWAY IMPROVEMENTS PROJECT CONDITIONS

Due to the required coordination with utilities impacted by road construction activities defined in this project scope, both DPW and the selected Architectural/Engineering firm must conduct and maintain evidence of coordination efforts throughout the design phase. This critical coordination must include but is not limited to water, power, sewage, electric, internet and telecommunications utilities. Documentation of the coordination efforts must be available to VIHFA upon request, including letters of Project Acknowledgement and Non-participation.

FEMA Project Worksheet WAPA Mitigation Underground Project (PW-02-VI-4340-PW-00126(0), or "PW126") was awarded and the Virgin Islands Water and Power Authority (WAPA) intends to combine the FEMA Public Assistance PW126 work to underground utilities from the stop light in Basin Triangle along Route 75 on Northside Road to La Grange and Queen Mary Intersection to facilitate the mitigation of feeders 1A (Contentment – Richmond), Feeder 6A (Richmond to Princesse), Morning Star and Mon-Bijou/Glyn communities for low- to moderate-income residents and critical facilities serviced by the proposed undergrounding project. The cost to design this work is estimated at \$800,000. To avoid Duplication of Benefits and delay, VIDPW and WAPA, as part of the project coordination requirements, have agreed to include the designing to the undergrounding of utilities in the Design and Engineering Phase of the Northside Highway Road Improvement Project since a portion of the undergrounding falls within the Northside Highway. PW126 was obligated for a total of \$ [REDACTED] of which [REDACTED] was allocated for Architecture & Engineering Design Contract Costs. To ensure there is no duplication of benefits, VIDPW must submit a written agreement entitled, "Funding Agreement for Undergrounding Design" with VIWAPA to refund CDBG-DR a total of [REDACTED] with FEMA PW126 funds prior to the completion of the project, August 31, 2024 or earlier. Failure to do so may require VIDPW to be subject to reimbursing VIHFA the full amount of CDBG-DR Grant Funds for the project.

VIDPW is also required to execute the Duplication of Benefits Questionnaire form acknowledging receipt of funds from other sources, to include funds for the design of the undergrounding project, pursuant to Paragraph 27 of the Subrecipient Agreement.

COORDINATION PARTICIPATION AGREEMENTS

1. VIDPW is required to provide a copy of the "Funding Agreement for Undergrounding Design" between VIWAPA and VIDPW for reimbursement for the cost of design of the undergrounding project prior to issuance of Notice to Proceed (NTP-5).

2. VIDPW must submit to VIHFA "Letters of Commitment" received from other utilities impacted by the project acknowledging their awareness of the road improvement project and their commitment or declination to participate prior to issuance of Notice to Proceed #5 (NTP-5).

SECTION 8: CLOSE-OUT

VIDPW obligations under this Agreement shall not end until all close-out requirements as set forth in 24 CFR 570.509 are completed. The terms of this Agreement shall remain in effect until the project has been closed-out during any period that VIDPW is exercising any supervision or control over CDBG-DR funds, including Project Income.

VIDPW shall submit within thirty (30) days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement and Subrecipient Agreement SA-DR(DPW)-004-2019, and in addition, will cooperate in any project audit.

Closeout of funds will not occur unless all requirements of 24 CFR 92.507 and any outstanding issues with a contractor / vendor and or subcontractor have been resolved to the satisfaction of VIHFA, and/or HUD.

SECTION 9: INTEGRATED DOCUMENT

This Agreement, along with Subrecipient Agreement SA-DR(DPW)-004-2019 and any attachments, constitutes the entire agreement between the parties and both parties acknowledge that there are no other agreements, written or oral, that have not been fully set forth in the text of this Agreement.

SECTION 10: SEVERABILITY

The terms and provisions of this Agreement are severable. Unless the primary purpose of this Agreement would be frustrated, the invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of any other term or provision of this Agreement. The Parties intend and request that any judicial or administrative authority that may deem any provision invalid, reform the provision, if possible, consistent with the intent and purposes of this Agreement, and if such a provision cannot be reformed, enforce this Agreement as set forth herein in the absence of such provision.



WITNESSES:

[Handwritten Signature]
[Handwritten Signature]

GOVERNMENT OF THE VIRGIN ISLANDS

BY: [Handwritten Signature]

DATE: 4/23/2020
Nelson M. Petty, Jr., P.E., Commissioner
Department of Public Works

Reviewed for Legal Sufficiency:

[Handwritten Signature]
Denise Rhymer, Esq.

Dated: 23rd day of April, 2020

WITNESSES:

[Handwritten Signature]
[Handwritten Signature]

VIRGIN ISLANDS HOUSING FINANCE
AUTHORITY

BY: [Handwritten Signature]

DATE: 4/23/2020
Daryl Griffith
Executive Director