APPENDIX D: PROJECT AGREEMENT No. WAPA-001-2019

Project Name: Randolph Harley Power Plant New Generation

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 WATER AND POWER AUTHORITY ("VIWAPA" and/or Agency), an Agency of the Government of the Virgin Islands, at 9720 Estate Thomas, P.O. Box 1450, St. Thomas, U.S. Virgin Islands 00804, and herein jointly referred to as the "Parties" or "Virgin Islands Entities." This Agreement is conditioned upon and subject to VIWAPA adherence to the requirements found in the Subrecipient Agreement.

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 Randolph Harley Power Plant New Generation (RHPP New Generation) project will enhance the U.S. Virgin Islands' St. Thomas/St. John District of the electrical power system infrastructure by purchasing and installing efficient power generators with 9-10 megawatts (MW) capacity, not to exceed 40 MW. The generators will have dual fuel capabilities and will operate on Liquified Petroleum Gas (LPG) or Liquid Natural Gas (LNG) as the primary fuel source and #2 Distillate Fuel Oil (diesel) as a secondary fuel supply. Additionally, a Battery Energy Storage System (BESS) will be purchased and installed. These additional power generators and BESS will increase and optimize the type of electrical generation.

VIWAPA will solicit competitive bids for the RHPP New Generation project through VIWAPA's procurement process, complying with HUD and other Federal Requirements through the issuance for a Request for Proposal (RFP). This project consists of two major components: (1) new conventional power generating technology, and (2) Battery Energy Storage Systems (BESS), both of which will be contained in one (1) single RFP.

Upon receipt of final bids and evaluation, an Engineer, Procure and Construct (EPC) contractor will be selected and recommended for award of the RPPP New Generation project contract for the St. Thomas/St. John District. Upon approval of VIWAPA's Senior Staff and Governing Board, a contract will be awarded to the most responsible and responsive bidder. Wherein, the selected contractor(s) will have all the responsibilities of engineering, procurement and construction of the power generating facilities, as well as the other associated auxiliary equipment to guaranty a greater reliable, efficient and resilient electric power system. The final construction costs will be determined after completion of a detailed design and engineering report and negotiations with the EPC contractor.
The equipment, materials, and services described in the various design criteria and system definitions shall be incorporated into a fully functional LPG/diesel power plant. The project scope of work shall include the procurement of design, engineering, equipment, construction, construction management, operator training, demonstrations, commissioning, and testing of the project.

- The power generators and BESS equipment are proposed to be located at an existing building\(^1\) that is built to Virgin Islands’ code and VIWAPA’s specification and standards, unless an alternative site is recommended by the potential bidder(s), and agreed to and confirmed by VIWAPA.

The project scope of work is defined in two Phases and four stages (with Operator Training being conducted after Engineering and Design):

**Phase 1: Initial 20 MW Generators**
- **Phase 1: Stage 1 - Design and Engineering Phase:** This includes permitting and ER
- **Phase 1: Stage 2 - Equipment purchase:** (two generators, instrumentation, control system, etc. as determined by Phase 1 – Design and Engineering);
- **Phase 1: Stage 3 - Construction activities:**
- **Phase 1: Stage 4 - Functional testing and commissioning.**

**Phase 1: Stage 1 - Design and Engineering** must include:
- A design manual with criteria for each fuel (LPG/LNG and diesel) engineering discipline, once the final design is determined
- Results of the site subsurface investigation
- Contractor’s equipment and system designation methods
- List of systems and system designations
- Water/mass balances
- Cycle heat balance at minimum and at 100% of the net power output guarantee point
- Piping and instrument diagrams
- Auxiliary load lists
- Equipment lists
- Generator capacity curve
- Emissions data

The final scope of work will be determined based on the selected design, choice of equipment, site location and results of the ER.

**Phase 1: Stage 2:** may not begin until the ER has been completed based on the final scope and a Notice to Proceed (NTP) has been issued by VIHFA.

**Phase 2: Final 20 MW Generators and BESS**
- **Phase 2: Stage 1 - Equipment purchase:** (two generators, batteries, instrumentation, control system, etc. as determined by Phase 1 – Design and Engineering);

\(^1\) The existing building location was determined to be a categorically excluded activity/project that converted to exempt per 58.34(a)(12);
Phase 2: Stage 2 - Construction activities:
Phase 3: Stage - Functional testing and commissioning.

Project Location: Section 4 of Tract 4, No. 6 Southside Quarter, St. Thomas, VI; Latitude: 18.3313; Longitude: -64.9619

Project Service Area is: St. Thomas/St. John District (includes St. Thomas, St. John, Water and Hassel Islands, which are interconnected to St. Thomas through an existing network of undersea power cables).

SECTION 2: PROJECT SUMMARY

The RHPP New Generation project contributes to disaster relief, long-term recovery and restoration of the electrical infrastructure for the islands of St. Thomas, St. John, Water Island and Hassel Island. To mitigate the effects of future severe weather events, the project will result in the ability for VIWAPA to dispatch smaller blocks of generation in order to more closely follow load changes throughout the day, thus improving operational efficiency/continuity, contribute to additional resiliency and improvement of the overall system.

The RHPP New Generation project consists of two (2) phases for installing four (4) power generators of up to 10 megawatts (10MW) each, with a Battery Energy Storage System (BESS) at the Randolph Harley Power Plant. Additional equipment is needed to facilitate the use of new generators and to provide power storage capacity. The new generators will have dual fuel capability, which means that they are able to operate on both LPG/LNG as the primary fuel source and diesel as a secondary source. The dual fuel capability allows for more flexibility during emergencies and mitigates any risk if supply of the primary or secondary fuel sources are not available.

Phase 1: Initial 20 MW Generators will include the design, environmental review, permitting, purchasing, construction installation, testing and commissioning of at least 20 MW of new conventional power generating technology in the RHPP. No funds will be used for the cost associated with the Battery Energy Storage System in this phase.

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

- NTP-1 will allow for VIWAPA to begin procurement activities for the selection of a firm to design, purchase and construct the RHPP New Generation project; no design or engineering or other type of work may proceed without confirmation from VIHFA.
- As result of the procurement process once a firm has been determined, VIWAPA must consult with VIHFA to confirm the required level of Environmental Review if the selected and designated location is deemed inadequate based on the location and scope of work; a revised ER may be required.
- NTP-2 will be provided by VIHFA to VIWAPA allowing the execution of a contract with the firm for design and engineering allowing for the engineering firm to begin their design functions and proceed with the work.
NTP-3 will allow the selected contractor to start construction activities.

Phase 2: Final 20 MW Generators and BESS will include the purchase, construction and installation of the new conventional power generating technology for the final 20 MW generators, as well as the installation and construction of the Battery Energy Storage Systems for the St. Thomas/St. James District.

SECTION 3: NATIONAL OBJECTIVE

Low- to Moderate-Income Area Benefit – (St. Thomas/St. John District includes St. Thomas, St. John, Water and Hassel Islands)

SECTION 4: TERM OF AGREEMENT

The term of this Agreement is July 19, 2019 through December 31, 2022 but may be extended pursuant to a written amendment to this Agreement as authorized in the VIWAPA Subrecipient Agreement. 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 VIWAPA disaster recovery funds up to the maximum amount of Forty-Four Million, Seven Hundred and Seventy-Five Thousand and no/100 dollars ($44,775,000.00) (the "Grant Funds") for the purpose of funding Electrical Power Systems Enhancement and Improvement Program activities under the Action Plan, as amended from time to time, related to the stated RHPP New Generation project, once VIWAPA is compliant with the terms and conditions of this Agreement and the Subrecipient Agreement. The Grant Funds must be expended by VIHFA within six years of the date that the funds are obligated by HUD to VIHFA, unless an extension is hereinafter granted in writing by HUD or as approved by VIHFA.

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

The total estimated RHPP New Generation Project Budget is $95,678,330.00; the CDBG-DR Tranche 1 allocation is $44,775,000.00, with any other sources of funding identified in Exhibit 1, attached. The funds allocated for VIWAPA are intended for use only on design and implementation of Public Improvement.

Project Budget Summary:

Appendix D: Project Agreement No. 1
Project Budget Summary:

<table>
<thead>
<tr>
<th>Budget Breakdown for Tranche 1:</th>
<th>Cost</th>
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<td><strong>Tranche 1 Total</strong></td>
<td><strong>$44,775,000.00</strong></td>
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Though the budget line items above are estimates, the total budget for this project from Tranche 1 as described in SECTION 1: SCOPE OF SERVICES of this Project Agreement shall not exceed $44,775,000, unless authorized in writing by the Grantee.

VIWAPA 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 VIWAPA 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 request voucher sent to VIHFA.
   1. VIWAPA must submit a reimbursement or payment request within 75 days of the Notice to Proceed,
   2. VIWAPA shall submit reimbursement or payment request vouchers on a monthly basis, and
   3. VIWAPA shall submit supporting documentation for each line item reflected on the reimbursement 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 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 VIWAPA.
   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 directly make payments 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 PROJECTS 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, VIWAPA 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. Prior to procurement of a Design/Engineering firm, VIWAPA must request and receive NTP as defined above in SECTION 2: PROJECT SUMMARY. The VIWAPA agreement/contract with the selected firm must include performance measures and deliverables, and penalties if the goals and/or deadlines are not met.
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.
3. VIHFA will directly make payments to the Architecture/Engineering firm and/or Prime Contractors.

Milestones:

Phase 1: Initial 20 MW Generators
1. Selection of Design/Engineering firm completed by December 31, 2019
2. Final Design/Engineering activities to be completed by July 31, 2020
3. Environmental Clearance based on the final project design to be completed by December 31, 2020
4. Construction activities completed by December 31, 2021
5. Functional Testing activities and commissioning completed by December 31, 2021

Phase 2: Final 20 MW Generators and BESS
6. Construction activities completed by December 31, 2021
7. Commercial Operation of Facility (available to residents' district-wide) by March 31, 2022

SECTION 8: CLOSE-OUT
VIWAPA 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 close-out.

VIWAPA 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, 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 No. SA-DR "WAPA"-003-2019 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:

VIRGIN ISLANDS WATER AND POWER AUTHORITY

By: _______
   Larry Kupfer
   Executive Director and Chief Executive Officer

Date: 8/6/19

WITNESSES:

VIRGIN ISLANDS HOUSING FINANCE AUTHORITY

By: _______
   Daryl Griffith
   Executive Director

Date: 8/7/19
**APPENDIX D: PROJECT AGREEMENT No. 1 EXHIBIT 1**

**VIHFA**

**COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY**

**PROJECT BUDGET FORM**

**Section 1: PROJECT INFORMATION**

- **Subrecipient Name:** Virgin Islands Water and Power Authority
- **Subrecipient Agreement Number:** To Be Assigned and Communicated to the Sub-recipient upon Agreement execution.
- **Project Number:** To Be Assigned and Communicated to the Sub-recipient upon Project Addendum execution.
- **Name of Project:** Randolph Harley Power Plant (RHPP) New Generation
  
  **Project Description:** Installation of New Generators (36-40MW) with Battery Energy Storage System (BESS) at the RHPP in the St. Thomas/St. John District

(All the Sub-recipient agrees to substantially abide by the following budget in the utilization of funds provided under the Sub-recipient Agreement.

(Fill out the section that applies and add additional lines as needed.)

**Section 2: BUDGET INFORMATION**

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**TOTAL PROGRAM ADMINISTRATION**

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Subrecipient Authorized Official Initials: [signature]
**PROJECT BUDGET FORM**

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**Section 1: PROJECT INFORMATION**

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- **Name of Project:** Randolph Harley Power Plant (RHPP) New Generation
- **Project Description:** Installation of New Generators (36-40MW) with Battery Energy Storage System (BESS) at the RHPP in the St. Thomas/St. John District

The Sub-recipient agrees to substantially abide by the following budget in the utilization of funds provided under the Sub-recipient Agreement.

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**PROJECT BUDGET FORM**

**Section 1: PROJECT INFORMATION**

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<td>$95,678,330.00</td>
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**Section 3: AUTHORIZATION**

1. Subrecipient Authorized Official: [Signature]

   [Date]

3. VIHFA Only Approved By: [Signature]

   [Date]

Subrecipient Authorized Official Initials: _______________________

Page 4 of 5
## PROJECT BUDGET FORM

### Section 1: PROJECT INFORMATION

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(Fill out the section that applies and add additional lines as needed.)

2. VIHFA Only Reviewed By:

3. VIHFA Only Approved By:

Print, Signature, Title and Date

Print, Signature, Title and Date