

**COMMUNITY DEVELOPMENT BLOCK GRANT  
DISASTER RECOVERY 2017 FUNDS**

**SUBRECIPIENT AGREEMENT No. SA-DR(WAPA)-003-2019**

*(PROGRAM: ELECTRICAL POWER SYSTEMS ENHANCEMENT & IMPROVEMENT)*

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**BETWEEN**

**VIRGIN ISLANDS HOUSING FINANCE AUTHORITY**

**AND**

**VIRGIN ISLANDS WATER AND POWER AUTHORITY**

**[Subrecipient]**

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**1. PARTIES AND PURPOSE**

**WHEREAS**, this **SUBRECIPIENT AGREEMENT** ("Agreement") is entered into this 19<sup>th</sup> day of July 2019, in the Territory of the United States Virgin Islands between the **VIRGIN ISLANDS HOUSING FINANCE AUTHORITY** ("VIHFA"), a body corporate and politic constituting a public corporation and autonomous governmental instrumentality of the Government of the Virgin Islands by the name of the Virgin Islands Housing Finance Authority, hereinafter "Authority", located at 3202 Demarara Plaza, Suite 200, St. Thomas, USVI 00802, and the **VIRGIN ISLANDS WATER AND POWER AUTHORITY** ("VIWAPA" and/or Agency), a body corporate and politic constituting a public corporation and autonomous governmental instrumentality of the Government of the Virgin Islands, located at 9720 Estate Thomas, P.O. Box 1450, St. Thomas, U.S. Virgin Islands 00804, and herein jointly referred to as the "Parties"; and

**WHEREAS**, in the aftermath of Hurricane(s) Irma and Maria, the United States Congress, through the Additional Supplemental Appropriations for Disaster Relief Requirements Act of 2017, Public Law (P.L.) 115-56, and the Further Additional Supplemental Appropriations for Disaster Relief Requirements Act of 2018, P.L. 115-123, appropriated approximately Thirty-Eight Billion Dollars (\$38,000,000,000) to the U.S. Department of Housing and Urban Development ("HUD") to be allocated as disaster recovery community development block grants among States, Puerto Rico and the United States Virgin Islands ("USVI") and other eligible government entities to provide crucial funding for recovery efforts involving housing, infrastructure, economic development, infrastructure and the prevention of further damage to affected areas; and

**WHEREAS**, the U.S. Virgin Islands submitted to HUD, and on July 10, 2018, HUD approved a "Community Development Block Grant Disaster Recovery Action Plan" ("Action Plan"),

*Subrecipient Agreement No.*  
*Agency: Virgin Islands Water & Power Authority*  
*Program: Electric Power Systems Enhancement & Improvement*

detailing a range of Projects to address the Virgin Island's substantial unmet needs and recovery relief after Hurricanes Irma (FEMA-4335-DR) and Maria (FEMA-4340-DR); and

**WHEREAS**, based on the approved Action Plan, the USVI has received HUD Community Development Block Grant Disaster Recovery funding ("CDBG-DR") for hurricane disaster recovery; and

**WHEREAS**, pursuant to 83 FR 5844 (February 9, 2018) the USVI received a first allocation of \$242,684,000; and pursuant to 83 FR 40314 (August 14, 2018) the USVI received a second allocation of \$779,217,000, to address USVI's substantial unmet needs and recovery relief after Hurricane(s) Irma and Maria; and

**WHEREAS**, on September 27, 2018, the USVI executed Grant Agreement, No. 1, B-17-DM-78-0001 with HUD, to use CDBG-DR funds for the necessary expenses related to disaster relief projects, long-term recovery, restoration of housing, infrastructure and economic revitalization in the impacted and distressed areas in the USVI; and

**WHEREAS**, the VIHFA is the Administrator of the CDBG-DR funds; and

**WHEREAS**, the purpose of this Agreement is to set forth the terms and conditions by which VIHFA will provide VIWAPA with the CDBG-DR Project funding for VIWAPA's (Agency) use in implementation of the designated Projects, as outlined in the Action Plan, approved by HUD, as well as any ensuing Amendments to the Action Plan approved by HUD; and

**WHEREAS**, pursuant to the terms and conditions set forth in this Agreement, including the Appendices hereto, implementation of the specific Projects described in the approved Action Plan will be undertaken by VIWAPA; and

**WHEREAS**, implementation of the Action Plan Projects shall be undertaken in compliance with the Federal, and territorial laws and regulations as well as the requirements of the CDBG-DR Project and federal cross-cutting requirements including the National Environmental Policy Act of 1969 ("NEPA"), as amended; and

**WHEREAS**, activities undertaken under this Agreement and benefits determined for recipients shall not duplicate Projects or benefits provided to the USVI through other Federal recovery Projects, private benefits or benefits gained from non-profit entities, including those run by the Federal Emergency Management Agency ("FEMA"), and coordinated with such resources; and

**WHEREAS**, the Parties wish to set forth, in this Agreement, their mutual understanding regarding their respective roles and responsibilities in implementing the activities set forth in the Action Plan and any Action Plan Amendments that may ensue.

**NOW THEREFORE**, in consideration of the principles, assurances and promises contained herein, VIHFA and VIWAPA hereby agree on the following terms and conditions to govern the funding, administration, implementation and oversight of this Agreement, through which the

Action Plan allocated CDBG-DR funds in the amount of Forty-Five Million Dollars (\$45,000,000.00) under Electrical Power Systems Enhancement and Improvement Program.

## **2. DEFINITIONS AND LIST OF APPENDICES**

### **A. Definitions**

Unless specifically provided otherwise or the context otherwise requires, when used in this Agreement:

**“Acts”** means the Additional Supplemental Appropriations for Disaster Relief Requirements Act of 2017, P.L. 115-72 and the Further Additional Supplemental Appropriations for Disaster Relief Requirements Act of 2018, P.L. 115-123.

**“Activity”** means any project, Project or portion thereof that: (1) receives Grant Funding under this Agreement; (2) is CDBG-DR eligible or has received a waiver (*see* 83 FR 5844 February 9, 2018 and subsequent Federal Register notices covering these allocations for identification and explanation of waivers and alternative requirements granted); (3) meets a “national objective” as set forth in 24 CFR 570.482; and (4) addresses a direct or indirect impact from the hurricane.

**“Activity Delivery Costs”** means the actual implementation and delivery costs, including staff and overhead cost, directly related to carrying out activities under 24 CFR 570.201. These costs are eligible for Grant Funding as part of such activities and are specifically excluded from the definition of administrative costs set forth in 24 CFR 570.206.

**“Action Plan”** means the Virgin Islands Community Development Block Grant Disaster Recovery Action Plan and any subsequent amendments, as approved by HUD.

**“Agreement”** means this Subrecipient Agreement entered into, and between, the VIHFA and VIWAPA.

**“Common Rule”** means the uniform administrative requirements for Federal grants as prescribed by 2 CFR Part 200, superseding 24 CFR Part 85 (government entities) or Part 84 (nonprofit organizations).

**“Contractor”** means a contractor paid with CDBG-DR funds in return for a specific service (e.g., demolition, property surveys, property appraisals, etc.). A contractor is a third-party firm the VIHFA or VIWAPA contracts with through a formal procurement process to perform specific functions. VIWAPA is not considered a contractor for purposes of this Agreement.

**“Draw Down”** means the process of requesting and receiving CDBG-DR funds.

**“Direct Project Costs”** means the per property costs for land acquisition, property survey, demolition/restoration costs, and title insurance policies.

**“Duplication of Benefits”** means financial assistance under any other Project or from insurance or any other source for any part of a loss for which VIWAPA has received assistance through CDBG-DR funds or programmatic activities.

**“Eligible Activity”** means any project, or portion thereof that receives financial assistance under this Agreement consistent with the USVI’s Action Plan, Action Plan Amendments, and Federal Register Notices applicable to Hurricanes Irma and Maria allocations and otherwise compliant with applicable Federal laws and regulations, and therefore is eligible to receive CDBG-DR funding.

**“Environmental Requirements”** means the requirements described in 24 CFR Part 58.

**“Environmental Studies”** means all Eligible Activities necessary to produce an “environmental document,” as that term is defined at 40 CFR 1508.10, or to comply with the requirements of 24 CFR Part 58.

**“Indirect Costs”** means any cost incurred for ‘shared’ or ‘joint’ objectives and cannot be readily identified with any particular activity.

**“National Environmental Policy Act of 1969”** (“NEPA”) was signed into law on January 1, 1970. NEPA requires federal agencies to assess the environmental effects of their proposed actions prior to making decisions.

**“National Objectives”** means the following policy objectives of Title I of the Housing and Community Development Act of 1974 (the HCD Act), of which at least one (1) must be approved by HUD for application and therein complied with in using CDBG-DR funds to carry out any of the CDBG-DR funded projects: (a) urgent need, such that the activity addresses existing conditions that pose a serious and immediate threat to the health or welfare of the community in the aftermath of a disaster and other financial resources are not available to meet such needs; (b) benefit low- and moderate-income persons, either directly, or to a geographical area with a population concentration of low and moderate-income persons that HUD determines would satisfy the aims of the HCD Act; or (c) prevent or eliminate slums or blight.

**“Project(s)”** means the designated projects and programs, as approved by HUD in the Virgin Islands Community Development Block Grant Disaster Recovery Action Plan and any subsequent amendments thereto and as further described in Appendix D of this Agreement.

**“Subcontractor”** means an individual, business, or entity with whom a Contractor retains per an agreement to carry out activities or services related to CDBG-DR projects.

**“Subrecipient”** means a public or private nonprofit agency, authority, or organization, or a for-profit entity authorized under 24 CFR 570.201(o), receiving CDBG-DR funds from the VIHFA to undertake projects/activities eligible under the Action Plan.

**B. List of Appendices**

All Appendices are attached hereto and made a part hereof:

**Appendix A:** General Conditions of the Contract

**Appendix B:** HUD General Provisions; "HUD Rider"

**Appendix C:** Special Conditions

**Appendix D:** Project Agreement(s) providing a Description, Scope and Budget for the implementation of a project in response to Hurricane(s) Irma and Maria under the Community Development Block Grant Disaster Recovery Project. Procedures to be undertaken by VIWAPA to secure preliminary project approval, including determination of level of NEPA review, if required, for each project/program, and other requirements and conditions which must be provided to VIHFA to secure preliminary approval. To be provided by VIWAPA.

**Appendix E:** Payment Requirements and Draw Request. To be provided by VIHFA.

**Appendix F:** Monthly Performance Report (MPR) /Disaster Recovery Grant Reporting System Requirements. To be provided by VIHFA.

**Appendix G:** Records Requirements and Records Retention. To be provided by VIHFA.

**Appendix H:** Board Authorization(s) (if required). To be provided by both VIHFA/VIWAPA.

**Appendix I:** Notice to Proceed (To be attached upon issuance by VIHFA)

**3. IMPLEMENTATION OF AGREEMENT AND ASSURANCES**

**A.** VIWAPA is responsible for complying with said CDBG-DR and federal regulations and for implementing the Project in a manner satisfactory to the VIHFA and HUD and consistent with any applicable guidelines and standards that may be required as a condition of the VIHFA's providing the Grant Funds, including but not limited to all applicable CDBG-DR Project Administration and Compliance requirements set forth by this Agreement and the Project Agreement (to be attached hereto as Appendix D) and made a part hereof. The VIHFA's providing of CDBG-DR Grant Funds under this Agreement is specifically conditioned on VIWAPA's compliance with this provision and all applicable CDBG-DR regulations, guidelines and standards, including compliance with 24 CFR 570.900 *et seq.*, governing performance reviews and remedial action.

**B.** VIWAPA shall be responsible for requiring its contractors/vendors (and all

subcontractor tiers) adhere to all applicable Territory and Federal laws and regulations, and to conduct all necessary monitoring for such compliance. As to laws and regulations applicable to the use of CDBG-DR funds, VIWAPA will execute the Project Agreement(s), to be attached hereto as Appendix D, which shall be deemed a part of, and additional assurances of this Agreement. As to any other laws and regulations that may apply to construction projects, VIWAPA is responsible for determining the applicable laws and regulations and ensuring compliance therewith.

- C. Notwithstanding the foregoing, VIWAPA is responsible for environmental review, decision-making, and other action that would otherwise apply to HUD under the National Environmental Policy Act of 1969 and other related provisions of law. VIWAPA agrees, however, that it will not commit any Grant Funds to a project or start any work associated with a project until it has approval from VIHFA, which is charged by HUD with evaluating all CDBG-DR funded projects, and until such time in which HUD approves a certification of compliance with environmental laws and request for release of funds.
- D. VIWAPA agrees to comply with all applicable Federal CDBG-DR, and cross-cutting statutes and regulations as more fully detailed in Appendix B, subject to waivers cited in the applicable Federal Register notices, Department of Housing and Urban Development, Allocations, Common Application, Waivers, and Alternative Requirements for VIHFA receiving CDBG-DR Funds in Response to the 2017 storms.

#### **4. BUDGET**

The Subrecipient shall complete all activities in accordance with its budget. A separate project agreement (to be attached hereto as Appendix D) must be submitted by VIWAPA to VIHFA, prior to taking any action on any proposed project. Each project must receive a preliminary review and approval from VIHFA prior to moving to an environmental review.

VIWAPA must request, in writing to VIHFA for approval, a revision of the Budget within each Project Agreement or for a reallocation of a Project Cost funds, and Activity Delivery categories outlined within the Project Budget. However, in no case shall any such revisions or reallocations exceed the total allocation of CDBG-DR Funds without prior written consent of the VIHFA and the necessary State and federal consent. All budget costs must be reasonable, eligible and allowable.

#### **5. PERFORMANCE AND TIMELINE REQUIREMENTS**

The Subrecipient shall complete the required activities under the Projects, including 100% expenditure of allocated funds, within the timeframes outlined in Appendix D.

VIWAPA agrees to comply with the Projects' draw down request terms and agrees to use best

efforts to comply with intermediate benchmarks as outlined in the Project Agreement. **Grant Funds not anticipated to be expended by the outlined deadline, or extended, are subject to recapture and reallocation to other eligible CDBG-DR Projects areas and/or Territorial agencies.**

## **6. TERM**

This Agreement and its terms and conditions shall remain in effect for the period that the Subrecipient has projects funded through CDBG-DR funds as provided through this agreement, including program income.

### **A. Termination/Suspension for Cause**

VIHFA may, upon thirty (30) days advance written notice specifying the date to suspend or terminate this Agreement in whole or in part if VIWAPA materially fails to comply with any term of this Agreement, which shall include, but not be limited, to the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may be applicable at any time;
2. Failure, for any reason, of VIWAPA to fulfill in a timely and proper manner the material obligations under this Agreement;
3. Submission of incorrect or incomplete reports to VIHFA, HUD, or their auditors, in any material respect as determined by VIHFA, HUD or their auditors;
4. Ineffective or improper use of CDBG-DR Funds as provided for under this Agreement; and

Notwithstanding anything hereinabove to the contrary, VIHFA agrees that it shall not exercise its right to suspend or terminate this Agreement until it has given written notice to VIWAPA of the alleged non-compliance and has given VIWAPA forty-five (45) days after VIWAPA's receipt of such notice, to correct and/or cure, the alleged noncompliance. VIWAPA may request additional time in writing to correct alleged non-compliance which consent VIHFA agrees not to unreasonably withhold. If the non-compliance cannot be corrected and/or cured, VIWAPA shall, unless the termination or suspension notice directs otherwise, immediately discontinue all activities relating to this Agreement, except as may otherwise be legally required pursuant to a binding commitment to perform.

### **B. Termination Due to Unavailable Funding**

This Agreement is contingent upon the appropriation and release of CDBG-DR funds to VIHFA to fulfill the requirements of this Agreement. Failure of VIWAPA (to approve and provide an approved budget to VIHFA for fulfillment of this Agreement shall constitute reason for

termination of the Agreement by either Party. VIWAPA shall be paid, for all authorized services properly performed and approved prior to termination, including reimbursement to each subrecipient for completion of VIWAPA's (approved Project) undertaken pursuant to this Subrecipient Agreement, as well as be permitted to draw CDBG-DR Funds in an amount required to fund all essential services, performed prior to termination.

**C. Obligations Governing Use of CDBG-DR Funds Survive Termination**

Termination of this Agreement under any of the foregoing provisions shall not alter or diminish VIWAPA's obligations governing the use of CDBG-DR funds under applicable statutes, federal notices, and regulations or under this Agreement and/or shall not terminate any of VIWAPA's obligations that survive the termination of this Agreement. Such obligations and/or duties may include but are not limited to the following: (1) the duty to maintain and provide access to records; (2) the duty to monitor and report on the use of any CDBG-DR funds expended or awarded in compliance with all terms, conditions and regulations herein; (3) duty to enforce compliance with the terms of CDBG-DR grants; and (4) duty to monitor, collect and manage Program Income, if applicable.

**D. Payment upon Termination**

Except as in the event of termination or suspension for cause, VIWAPA shall be entitled to payment on approved invoices submitted to VIHFA no later than thirty (30) days from the date of termination contained within the notice, to the extent payment requests represent Eligible Activities satisfactorily completed during the term of this Agreement and otherwise reimbursable under the terms of this Agreement.

**E. Return of Unused Funds**

Unless otherwise agreed upon by the Parties, upon termination of the Agreement, VIWAPA and any subrecipients shall release the commitment of funds for any unused funds to the VIHFA within thirty (30) days of termination and ensure that no CDBG-DR funds are allocated for projects beyond the scope of this Agreement.

**7. SECTION 312 OF THE STAFFORD ACT**

VIHFA requires any subrecipient, as a condition for receiving cost reimbursement, to repay VIHFA any funding the subrecipient has, or later receives, from any other disaster assistance funding source for the Activities it will be receiving CDBG-DR funds.

VIWAPA agrees as a condition of funding to repay the funding if it later receives other disaster assistance funding for the same purposes herein. Additionally, funds may be used as a matching requirement, share, or contribution for any other Federal program when used to carry out an eligible CDBG-DR Activity, if there is no duplication of benefits of federal funds. This includes programs or activities administered by, but not limited to, the Federal Emergency Management Agency ("FEMA"), the United States Environmental Protection Agency ("EPA"), the United



States Department of Transportation ("DOT"), or the U.S. Army Corps of Engineers ("USACE").

## **8. FINANCIAL MANAGEMENT SYSTEM**

- A.** VIHFA may review the adequacy of the financial management system of VIWAPA under this Agreement at any time subsequent to the signing of the Agreement. If VIHFA determines that VIWAPA's accounting system under the Agreement does not meet the standards described in this section, additional information to monitor the Agreement may be required by VIHFA upon written notice to VIWAPA, until such time as the system meets with VIHFA approval. VIWAPA will notify VIHFA as soon as practicable if VIWAPA cannot comply with the requirements established in this section of the Agreement.
- B.** VIWAPA's financial management system shall be consistent with the standards set forth 24 CFR 85.1 *et seq.* and 24 CFR 85.20 *et seq.*, and 2 CFR Part 200, Subpart D, Post Federal Award Requirements and Standards for Financial and Program Management, as applicable, and the requirements for Payment Request in Appendix E, and the requirements for Records and Records Retention in Appendix G.
- C.** VIWAPA shall maintain accurate, current, and complete reports for disclosure of financial results in a format which conform with generally accepted principles of accounting and reporting:

  - i. Accounting Records: Maintain records that adequately identify the source and application of the CDBG-DR Funds.
  - ii. Internal Control: Maintain effective internal and accounting controls over CDBG-DR Funds provided to VIWAPA under this Agreement. VIWAPA shall adequately safeguard all such funds and assure that they are used solely for authorized purposes. VIWAPA's records shall distinguish Grant Funds for its Activities from those to be reimbursed to any subrecipient.
  - iii. Budget Control: Provide for the comparison of the actual expenditures or outlays with budgeted amounts.
  - iv. Allowable Costs: Implement procedures to determine the reasonableness and acceptability of costs consistent with this Agreement.
  - v. Source Documentation: Maintain accounting records that are supported by source documentation (such as purchase orders, invoices, and canceled checks).

- vi. Disbursement Management: Establish procedures to minimize the time elapsed between the receipt of funds from VIHFA and disbursement by VIWAPA.
- vii. Use and Reversion of Assets: The use and disposition of immovable property, equipment and remaining CDBG-DR Funds under this Agreement shall be in compliance with all CDBG-DR regulations, which include but are not limited to the following:
  - a. VIWAPA shall return to the VIHFA any Grant Funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
  - b. In all cases in which equipment acquired, in whole or in part, with CDBG-DR Funds is sold, the proceeds shall be reviewed to determine if it is Program Income (as defined in 2 CFR Part 200.80), (prorated to reflect the extent to which CDBG-DR Funds received under this Agreement were used to acquire the equipment). Equipment not needed by VIWAPA for activities under this Agreement shall be (a) transferred to the VIHFA for the CDBG-DR program or (b) retained by VIWAPA after compensating the VIHFA an amount equal to the current fair market value of the equipment less the percentage of any non-CDBG-DR funds used to acquire the equipment.

## **9. PROCUREMENT STANDARDS**

- A. VIWAPA shall conduct all procurement transactions in a manner providing for full and open competition and comply with its procurement regulations in accordance with the requirements of 2 CFR Part 200.317. Additionally, VIWAPA is required to comply with all applicable Territory laws that may apply to its procurement transactions.
- B. Upon request, VIWAPA shall provide VIHFA with draft copies of its procurement documents (*i.e.*, Requests for Proposals, Invitations for Bids, etc.) for review to ensure compliance with applicable procurement transactions.
- C. Upon request, VIWAPA shall provide VIHFA with copies of its documentation concerning the selection process for contractors/sub-recipients, contracts, subcontracts, and job descriptions, prior to selection and/or execution.
- D. Utilization of Small, Minority and Women's Owned Enterprises.

VIWAPA shall, to the greatest extent feasible, comply with Section 3 of the Housing and Urban Development Act of 1968, in the procurement of Contractors, and/or other third-party entities for any project or objective outlined in this

Agreement, and ensure compliance to utilize small businesses, minority-owned firms, and women's business enterprises whenever possible, to the extent feasible and report results as required. VIWAPA shall also ensure similar requirements is provided in its contracts utilizing CDBG-DR Funds, etc.

**E. Sole Source Procurement.**

VIWAPA shall make all reasonable efforts to avoid sole source contracts. But, when no reasonable, feasible, or cost-effective alternative exists, VIWAPA shall specifically identify all awards of sole source contracts and the rationale or justification for making the award on a sole source basis in reports to VIHFA.

**10. LABOR STANDARDS**

All Contracts executed pursuant to this Agreement shall be subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended, 12 U.S.C. § 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.

VIWAPA shall also comply with all labor laws (as referenced under 24 CFR 570.603) and make efforts to hire, procure, when possible, minority- or women-owned business enterprises in accordance with Section 8 of the Small Business Act, 15 U.S.C. § 637, as amended.

**11. PROFESSIONAL STANDARDS**

VIWAPA shall ensure its Contractor/Subcontractor will complete all work in a substantial and workmanlike manner according to standards and practices in the Contractor's/Subcontractor's trade and the work shall conform to all applicable building codes or other codes and regulations which apply to the work to be performed whether or not covered by the specifications and drawings for the work, including any Contractor/Subcontractor registration requirements. Contractor/Subcontractor shall warrant that the final product of contractor's/subcontractor's work shall be fit for the purposes for which it is intended. Contractor/Subcontractor shall warrant against defects in materials and labor for a period of one (1) year from the date of completion and upon acceptance of the work by VIWAPA.

**12. PROGRAM AND PERFORMANCE MONITORING**

VIHFA will monitor the performance of the Subrecipient in accordance with the requirements and standards of this Agreement and the stated project goals and milestones. Subrecipient shall provide VIHFA all necessary reporting information as required. VIHFA shall provide training and technical assistance to VIWAPA to aid it in correcting any deficiencies noted during the monitoring, the payment process or the normal course of business, including follow up to review prior deficiencies and to assess efforts made to correct them. If action to correct substandard performance is not taken within 60 days after being notified by VIHFA, the VIHFA may impose

additional conditions on the Subrecipient and its use of CDBG-DR funds consistent with 2 CFR 200.207, suspend or terminate this Agreement, or initiate other remedies for noncompliance as appropriate and permitted under 2 CFR 200.338.

### **13. DEFECTIVE WORK**

The inspection of work shall not relieve the Contractor/Subcontractor of any of its obligations to fulfill the terms and conditions of the Contract as herein prescribed. Defective work shall be made good, and unsuitable materials shall be rejected, notwithstanding that such work and materials have been previously overlooked by VIWAPA and accepted or paid for. If the work or any part thereof shall be found defective at any time before the final acceptance of the whole work, or the final payment therefor, VIWAPA shall ensure that the Contractor shall forthwith make good such defect in a manner satisfactory to VIWAPA and VIHFA. The Contractor/Subcontractor shall replace, at its own expense, damaged or unsuitable materials with the new material of satisfactory quality.

### **14. RIGHT TO WITHHOLD**

If the Work under any Contract, funded through this Subrecipient Agreement, is not performed in accordance with the terms hereof, VIHFA reserves the right to withhold out of any payment due to the Contractor/Subcontractor, such amount as may be deemed ample to protect VIWAPA and VIHFA against loss or to assure payment of claims arising there from, and, at their option, VIWAPA and VIHFA may apply such sum(s) in such a manner as may be deemed proper to secure their interest or to satisfy such claims. The Contractor/Subcontractor shall be immediately notified in writing in the event that VIWAPA and VIHFA elect to exercise its right to withhold any amount due to unsatisfactory performance. No such withholding or application shall be made if and while the Contractor gives satisfactory assurance to VIWAPA and VIHFA that such claims will be paid by the Contractor's insurance carrier, if applicable, in the event that such claim is not successful.

### **15. INSURANCE**

Unless expressly waived in writing by the VIHFA, the VIWAPA shall maintain liability insurance for protection against claims for damages because of bodily injury or death, and claims for damages to property which may arise out of or result from the Contractor operation under the contract whether such operations be by the Contractor or by any Subcontractor or anyone directly or indirectly employed by any of them or equivalent insurance acceptable to the VIHFA.

### **16. LIQUIDATED DAMAGES**

VIWAPA is expected to assess Liquidated Damages against the Contractor/Subcontractor for scope of work not completed under the terms set forth in any Contract. Liquidated damages shall be assessed pursuant to its procurement policies. Liquidated damages shall first be deducted from any contract monies due but not yet paid, to the extent available.

## **17. FEDERAL LABOR STANDARDS PROVISIONS (DAVIS BACON ACT)**

All laborers and mechanics employed on the Project covered by this contract shall be paid at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the **Davis Bacon Act**, as amended (40 U.S.C. § 276a-276a-5) and shall receive overtime compensation in accordance with, and subject to the provisions of the Contract Work Hours and Safety Standards Act (40 U. S. C. §§ 3701-3708). The Contractors and all their sub-contractors shall comply with regulations issued pursuant to the labor standards provisions.

For the duration of this Contract, VIWAPA (Agency) shall ensure its Contractor and Subcontractors submit copies of weekly payroll forms and cancelled checks to both VIWAPA (Agency) and VIHFA, or a designated Labor Standards Coordinator.

## **18. OTHER FEDERAL REQUIREMENTS**

VIWAPA further certifies that it will comply with the following mandatory contract provisions and will include these provisions where applicable, in every contract, specifically or by reference, so that such provisions will be binding upon each of its contractors/vendors and ensure the inclusion in all subcontracts.

- A. Architectural Barriers Act (ABA) of 1968, 42 U.S.C. § 4151 *et seq.* The ABA requires access to buildings designed, built, altered, or leased by or on behalf of the federal government or with loans or grants, in whole or in part, from the federal government. As used in the ABA, the term "building" does not include privately owned residential structures not leased by the government for subsidized housing programs.
- B. Title 9 of the Education Amendments Act of 1972, 20 U.S.C. § 1681 *et seq.*, which prohibits discrimination on the basis of sex in any federally funded education program or activity.
- C. Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131 *et seq.*, which prohibits discrimination against people with disabilities by public entities, which includes any state or local government and any of its departments, agencies or other instrumentalities.
- D. Housing for Older Persons Act of 1995 ("HOPA") (*see* 42 U.S.C. § 3601), which governs housing developments that qualify as housing for persons age 55 or older.
- E. It shall require that every newly constructed or altered building or facility (other than a privately-owned residential structure, and certain other limited exceptions) complies with any accessibility requirements required by Title III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12181 *et seq.*) and shall be responsible for conducting inspections to ensure compliance with these specifications by any contractor or subcontractor.

- F. Other statutory requirements as outlined in the HUD Rider, attached hereto as Appendix B will be required to attach all contracts executed pursuant to this Agreement
- G. Subrecipient hereby agrees to have an annual agency audit conducted in accordance with 2 CFR Part 200, subpart F.

## **19. CONFLICT OF INTEREST**

VIWAPA's designees, agents, members, officers, employees, consultants, and any other public official who exercises or who has exercised any functions or responsibilities with respect to the Program/Project during his or her tenure, or who is in a position to participate in a decision-making process or gain inside information with regard to the Project, are barred from any interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work performed in connection with the Program/Project or in any activity, or benefit there from, which is part of this Agreement at any time during or after such person's tenure.

## **20. NO PERSONAL LIABILITY OF INDIVIDUAL REPRESENTATIVES**

No covenant or representation contained in this Agreement shall be deemed to be the covenant or agreement of any official, trustee, officer, agent or employee of either Party in his or her individual capacity, and neither the officers of either Party nor any official executing this Agreement shall be personally liable with respect to this Agreement or be subject to any personal liability or accountability under this Agreement by reason of the execution and delivery of this Agreement.

## **21. PROHIBITED ACTIVITY / FUND USE**

VIWAPA is prohibited from using, and shall require that its Contractors and Subcontractors, if any, are prohibited from using, the CDBG-DR Funds to be provided herein or personnel employed in the administration of the Project for political activities, inherently religious activities, lobbying, political patronage, nepotism activities, and supporting either directly or indirectly the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government. VIWAPA (Agency) will comply with the provision of the Hatch Act (5 U.S.C. § 1501 *et seq.*), which limits the political activity of certain employees.

VIWAPA agrees not to use proceeds from this Agreement to urge any elector to vote for or against any candidate or proposition on an election ballot, nor shall such CDBG-DR Funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Legislature of the U.S. Virgin Islands or any other governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Virgin Islands Legislature or other local governing authority.

VIWAPA shall ensure that its Contractors and Subcontractors, seeking reimbursement have complied with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) and that they will not

and have not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee or a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. § 1352. VIWAPA's Contractors and Subcontractors, shall disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.

## **22. CONTRACTORS / SUBCONTRACTORS**

VIWAPA may enter into contracts with third parties for the performance of any part of the VIWAPA's duties and obligations in implementing the Projects described in this Agreement and Appendix D. In no event shall the existence of such a contract operate to release or reduce the liability of VIWAPA to the VIHFA for any breach in the performance of VIWAPA's or any Contractor's/Subcontractor's duties.

## **23. COPYRIGHT**

No materials, including but not limited to reports, maps, documents or plans produced as a result of this Agreement, in whole or in part, shall be available for copyright purposes to any other person. Any such material produced as a result of this Agreement that might be subject to copyright is the property of and all rights shall belong to the Parties, unless the Parties agree otherwise in writing.

Software and other materials owned by VIWAPA or a third party prior to the date of this Agreement and not related to this Agreement shall be and remain the property of VIWAPA or third-party.

The Parties will, where either Party believes necessary, provide information to undertake their responsibilities described herein. All records, reports, documents and other material delivered or transmitted shall remain the property of the transmitting Party and shall be returned, upon request, at termination, expiration or suspension of this Agreement.

## **24. SECTION 3 COMPLIANCE**

VIWAPA shall, to the greatest extent feasible, comply with Section 3 of the Housing and Urban Development Act of 1968, pursuant to 12 U.S.C. § 1701u, in the procurement of developers, contractors, and/or other third-party entities for any project or objective outline in this Agreement. VIWAPA's Section 3 Utilization Plan must be submitted to VIHFA for review and filing upon fifteen (15) days of execution of this Subrecipient Agreement.

## **25. DRUG FREE WORKPLACE COMPLIANCE**

VIWAPA hereby certifies that it shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988, as amended and with 24 CFR 21, as superseded by 2 CFR Part 2429. Further, VIWAPA will endeavor to ensure that Contractors/Subcontractors and any

third parties providing Project services are in compliance with the Drug-Free Workplace Act of 1988, as amended, and with 24 CFR 21, as superseded by 2 CFR Part 2429.

**26. APPLICABILITY OF PROVISIONS INCLUDED/EXCLUDED FROM THE AGREEMENT**

Failure to expressly reference any applicable federal or State regulation, statute, public law, Executive Order, agency directive or OMB Circular will not exempt either Party from compliance with such applicable law or regulation, and all applicable provisions not included will be deemed as inserted herein.

Likewise, execution of this Agreement will not obligate either Party to comply with any regulation, statute, public law, Executive Order, agency directive or OMB Circular, if not otherwise applicable to the use of the CDBG-DR funds provided herein or to the particular projects performed under this Agreement, even though it may be referenced in this Agreement or in the Appendices.

**27. SUBROGATION & ASSIGNMENT**

In the event that VIWAPA receives funds from the CDBG-DR Program and whether, before, during or after Project initiation, funds from other sources are provided to the VIWAPA for all Activities of the Projects under this Agreement resulting in a potential duplication of benefits regarding the Project funds, the VIWAPA agrees to notify VIHFA regarding such potential duplication. As provided in this Agreement in paragraph 7 (Section 312 of the Stafford Act), VIWAPA agrees to reimburse the VIHFA if it later receives other disaster assistance for the same purposes as under this Agreement.

**28. NO THIRD-PARTY BENEFICIARY**

Nothing herein is intended, and nothing herein may be deemed to create or confer any right, action, or benefit in, to, or on the part of any person not a party to this Agreement. This provision shall not limit any obligation which either Party has to HUD in connection with the use of CDBG-DR funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement.

**29. NO ASSIGNMENT**

Neither Party may transfer or assign this Agreement or transfer or assign any of its rights or assign any of its duties under the Agreement without the express prior written consent of the other Party. However, if the Parties mutually agree to an assignment, all rights and obligations set forth herein shall inure to the benefit of the Parties and to their respective successors and assigns.

**30. DELAY OR OMISSION**

No delay or omission in the exercise or enforcement of any right or remedy accruing to either Party under this Agreement shall impair such right or remedy or be construed as a waiver of



any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant or condition herein or therein contained.

### **31. 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.

### **32. CONFLICTING RULES OR PROCEDURES**

Nothing in this Agreement is intended to conflict with federal or Territorial law and directives. If a term or provision of this Agreement is inconsistent with such law or authority, then that term or provision shall be invalid, but the remaining terms and provisions shall remain in full force and effect. In the occasion that two or more applicable rules, regulations, or procedures related to this Agreement are in conflict with one another, the most proscriptive rule, regulation, or procedure shall apply.

### **33. NOTICES**

Any notice required to be given under, or in connection with this Agreement, shall be in writing and shall be hand-delivered, mailed, emailed or facsimiled. All such communications shall be transmitted to the address or numbers set forth below, or such other address or numbers as may be hereafter designated by either Party in written notice to the other Party compliant with this Section.

#### **To the HFA:**

Attn: Antoinette Fleming, Director  
CDBG-DR Division  
3202 Demarara Plaza, Suite 200,  
St. Thomas 00802.  
E-mail: [anflemming@vihfa.gov](mailto:anflemming@vihfa.gov)  
Phone: 340-777-4432, ext. 2233  
Facsimile: 340-775-7913

#### **With Copy To:**

Daryl Griffith, Executive Director  
Virgin Islands Housing Finance Authority

*Subrecipient Agreement No.*  
*Agency: Virgin Islands Water & Power Authority*  
*Program: Electric Power Systems Enhancement & Improvement*

3202 Demarara Plaza, Suite 200  
St. Thomas 00802.  
E-mail: dgriffith@vihfa.gov  
Phone: 340-777-4432  
Facsimile: 340-775-7913

**To WAPA:**

Attn: Lawrence J. Kupfer, Executive Director  
P.O. Box 1450  
St. Thomas, V.I. 00804-1450  
E-mail: Lawrence.kupfer@viwapa.vi  
Phone: (340) 774-3552 ext. 2031  
Facsimile: (340) 715-8004

**34. GOVERNING LAW AND VENUE**

This Agreement shall be governed by and construed in accordance with all applicable Federal and Territorial laws. Any legal action resulting from the implementation of this Agreement shall be brought and adjudicated in the U.S. Virgin Islands.

Any disputes or misunderstandings that may arise under this Contract concerning the Agency's performance shall first be resolved through amicable negotiations, if possible, between VIWAPA's Project Manager and VIHFA Project Manager indicated/identified in Attachment D. If VIWAPA's Project Manager and VIHFA's Project Manager cannot come to a reasonable agreement / resolution within a two-week period the matter shall be referred to VIHFA's Executive Director, or his designee, and the VIWAPA Executive Director, or his designee. Any issues which the parties are unable to resolve within a two-week period shall be promptly submitted to the Office of Disaster Recovery, or that office's designee. If such parties do not agree upon a decision within a reasonable period of time, the parties may pursue other legal means to resolve such disputes, including but not limited to, alternate dispute resolution processes.

The following items however are not eligible for dispute resolution: (a) Eligibility requirements under the federal notices and CDBG-DR program; (b) Federal cross-cutting rules and regulations; (c) adhering to overall CDBG-DR rules and regulations as outlined in CFR and/or federal notices (83 FR 5844, 83 FR 40314 and any future federal notices); and (d) findings and concerns raised from either a VIHFA, HUD, or HUD Office of Inspector General monitoring visit, which process will be conducted to the rules of engagement as set forth at an opening conference.

**35. AMENDMENTS**

This Agreement may only be amended in writing and executed by a duly authorized representative of each Party. Amendments shall not invalidate this Agreement, nor relieve or release either Party except as may otherwise be provided.

Subrecipient Agreement No.  
Agency: Virgin Islands Water & Power Authority  
Program: Electric Power Systems Enhancement & Improvement

The VIHFA may, in its discretion, require that this Agreement be amended to conform to federal, or Territorial governmental laws, regulations, guidelines, policies and available funding amounts. If any such amendment would result in a change in the funding, the Activities, or schedule of the Activities to be performed under this Agreement or Grant Funding Sub-Agreement, such changes shall be incorporated by written amendment signed by both the VIHFA and VIWAPA.

### 36. ENTIRE AGREEMENT

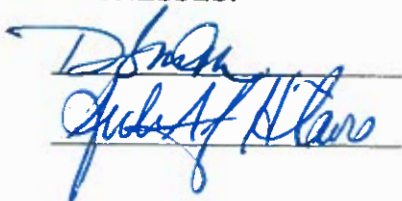
This Agreement and any amendments, exhibits or other formally incorporated documents constitutes the entire understanding and reflects the entirety of the undertakings between the Parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. There is no representation or warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Agreement.

### 37. BINDING EFFECT

All the terms, conditions, and covenants to be observed and performed by the Parties shall be applicable to, and binding upon, their successors and/or assigns.

IN WITNESS WHEREOF: the parties hereto have hereunto set their hands and seals on the day and year first above written.

WITNESSES:

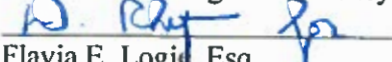
  
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VIRGIN ISLANDS WATER & POWER  
AUTHORITY

BY:   
Lawrence J. Kupfer, Executive Director

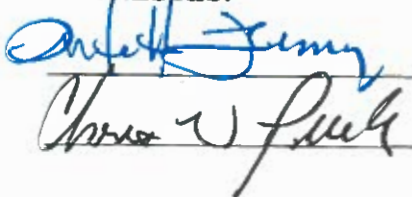
DATE: 6/14/19

Reviewed for Legal Sufficiency:

  
Flavia E. Logie, Esq.

Dated: 14 day of June, 2019

WITNESSES:

  
\_\_\_\_\_

VIRGIN ISLANDS HOUSING FINANCE  
AUTHORITY

BY:   
Daryl Griffith, Executive Director

DATE: 7/19/19

## **APPENDIX A**

### **GENERAL CONTRACT CONDITIONS**

In addition to applying to this Agreement, Agency (“VIWAPA”) shall include the provisions of this Section in each Third-Party contract as applicable.

#### **A. INDEPENDENT CONTRACTOR**

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties. In the event that Agency contracts with third parties, including any Subrecipient or Contractor, to perform any of the services to be performed hereunder, such third parties shall at all times remain an “independent contractor” with respect to the provision of such services. The VIHFA shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, with respect to such third-party contracts or Grant Fund Sub-Agreements.

#### **B. HOLD/HARMLESS/INDEMNITY CONTRACTORS/SUBCONTRACTORS**

To the extent that Agency is authorized to and utilizes the services of any third parties in performance of its duties and obligations in implementing the Projects described in this Agreement, any contract entered into shall contain a provision that the Contractor and/or Subcontractor shall hold Agency and the VIHFA harmless and defend and indemnify the Agency and the VIHFA against any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Contractor and/or Subcontractor’s performance or nonperformance of the services.

#### **C. MECHANIC’S LIEN**

Contractor agrees to protect, defend, and indemnify Agency and VIHFA from any claims for unpaid work, labor, or materials with respect to Contractor’s Performance. Final payment shall not be due until the Contractor has delivered to the Agency a complete release of all liens for work completed arising out of Contractor’s Performance or a receipt in full covering all labor and materials for which a lien could be filed or a bond satisfactory to Agency indemnifying Agency against any and all liens.

#### **D. WORKER’S COMPENSATION**

Agency shall require its Contractors/Vendors to provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of any projects undertaken thereto under this Agreement.

#### **E. PRELIMINARY INSPECTION**

Prior to request for final inspection, the Contractor shall notify both VIWAPA and VIHFA of the anticipated completion date so that any major defects or deficiencies may be pointed out to the Contractor for correction prior to the final inspection.

#### **F. FINAL INSPECTION**

The Scope of Work shall be considered complete upon acceptance by Agency after a final inspection conducted by VIWAPA and/or VIHFA (upon VIHFA's request to also conduct a final inspection).

#### **G. MAINTENANCE OF AREA/FINAL CLEAN-UP & REMOVAL OF DEBRIS**

Contractor agrees to maintain the work area free from major obstructions/hazards to the greatest extent possible, and to ensure safe access to the project site at all times. Contractor agrees to remove all construction debris and surplus material from the property. The Contractor shall remove all construction related debris material from the construction site.

#### **H. INSURANCE & BONDING**

Agency shall require a Contractor to maintain liability insurance for protection against claims for damages because of bodily injury or death, claims for damages, to property which may arise out of or result from the Contractor's operation under a contract whether such operations 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 as determined by the Agency's Procurement Policy. Contractor shall present the Agency with a certificate of such insurance.

#### **I. AFFIRMATIVE ACTION PLAN**

In order to comply with **Section 3** and **Executive Order 11246**, the U.S. Department of Housing and Urban Development requires that all contractors develop and implement an Affirmative Action Plan. This plan is a series of forms and statements, which shows specific steps taken by the contractor to promote Equal Opportunity and the utilization of area residents and business in the implementation of this Contract. This plan must be submitted to the Agency and VIHFA.

#### **J. SAFETY**

Agency shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages or property, either on or off the worksite, which occur as a result of its performance of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by 29 CFR 1926, shall be observed and VIWAPA shall take or cause to be taken such additional safety and health measures as VIWAPA may determine to be reasonably necessary.

The Agency shall provide safety insurance for its employees and shall require all Contractors, and Subcontractors to provide safety insurance for their employees.

#### **K. SECTION 106 COMPLIANCE**

The Contractor shall ensure that areas of archaeological sensitivity will not be disturbed during construction. No heavy equipment shall be used in any area which has been determined to be an

area of archaeological sensitivity. The Contractor agrees that, if there is any question relative to the archaeological value or historic designation of the site in general or any specific features on the site, it shall seek guidance from the State of Historic Preservation Office of the Department of Planning and Natural Resources before undertaking any work.

#### **L. CONTRACTOR'S REPRESENTATIONS**

The Contractor shall warrant that it is fully informed regarding all the conditions affecting the work to be done and labor and materials to be furnished for the completion of the Contract. Contractor shall further represent that it is fully equipped, competent, and capable of performing the work and is available to perform such work.

The Contractor will warrant that it, and any subcontractors, is eligible to receive contract awards using federally appropriated funds and that it is not suspended or debarred from entering into contracts with any federal agency.

In the event the Contractor, or sub-contractor, misrepresents its eligibility to receive contract awards using federal funds, Agency agrees that said contractor or sub-contractor shall not be entitled to any payment for any work performed under this Contract and that it shall require the contractor or sub-contractor to promptly reimburse any progress payments heretofore made.

**Nevertheless, this provision does not discharge Agency or VIHFA from their respective due diligence and undertaking its own independent search under "SAMS" to determine a Contractor's or sub-contractor's eligibility to receive contract awards using federal funds.**

#### **M. FALSE CLAIMS**

The Contractor/vendor will warrant that it shall not, with respect to this Contract, make or present any false claim upon or against the Agency. The Contractor will acknowledge that making such a false, fictitious, or fraudulent claim is an offense under the Virgin Islands law (cite provision).

The Contractor will acknowledge that its Contract is funded, in whole or in part, by federal funds. The Contractor will warrant that it shall not, with respect to this Contract, make or present any claim knowing such claim to be false, fictitious or fraudulent. The Contractor will acknowledge that making such false, fictitious, or fraudulent claim is a federal offense.

## **APPENDIX “B”**

### **HUD GENERAL PROVISIONS (“HUD RIDER”)**

The following terms and conditions apply to any contract for which any portion of the funding is derived from a grant made by the United States Department of Housing and Urban Development (“HUD”). In addition, Contractor/Subcontractor shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010, available at <http://www.hud.gov/offices/adm/hudclips/forms/files/4010.pdf>.

#### **1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

#### **2. STATUTORY AND REGULATORY COMPLIANCE**

Contractor/Subcontractor shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by the Disaster Relief Appropriations Act, 2017 (Pub. L. 115-56) and the Bipartisan Budget Act of 2018 (“BBA”), (Pub. L. 115-123), including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including the allowability of certain expenses.

#### **3. BREACH OF CONTRACT TERMS**

VIWAPA reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this contract, in instances where the Contractor or any of its subcontractors violate or breach any contract term. If the Contractor or any of its subcontractors violate or breach any contract term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

#### **4. REPORTING REQUIREMENTS**

The Contractor/Subcontractor shall complete and submit all reports, in such form and according to such schedule, as may be required by VIHFA or VIWAPA. The Contractor/Subcontractor shall cooperate with all VIWAPA efforts to comply with HUD requirements and regulations pertaining to reporting, including but not limited to 24 C.F.R. §§ 85.40-41 (or 84.50-52, if applicable) and 570.507.

#### **5. ACCESS TO RECORDS**

The State, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Subcontractor which are related to this contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

6. MAINTENANCE/RETENTION OF RECORDS

All records connected with this contract will be maintained in a central location and will be maintained for a period of at least four (4) years following the date of final payment and close-out of all pending matters related to this contract.

7. SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

The Contractor/Subcontractor will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- v. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

8. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.

9. ENERGY EFFICIENCY

The Contractor/Subcontractor shall comply with mandatory standards and policies relating to energy efficiency issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

10. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The Contractor/Subcontractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.



11. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Contractor/Subcontractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

12. SECTION 504 OF THE REHABILITATION ACT OF 1973

The Contractor/Subcontractor shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 94), as amended, and any applicable regulations.

The Contractor/Subcontractor agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance from HUD.

13. AGE DISCRIMINATION ACT OF 1975

The Contractor/Subcontractor shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

14. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The Contractor/Subcontractor represents and warrants that it and its subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs subject to 2 C.F.R. part 2424.

15. CONFLICTS OF INTEREST

The Contractor/Subcontractor shall notify VIWAPA as soon as possible if this contract or any aspect related to the anticipated work under this contract raises an actual or potential conflict of interest (as defined at 2 C.F.R. Part 215 and 24 C.F.R. § 85.36 (or 84.42, if applicable)). The Contractor/Subcontractor shall explain the actual or potential conflict in writing in sufficient detail so that the State is able to assess such actual or potential conflict. The Contractor/Subcontractor shall provide VIWAPA any additional information necessary for VIWAPA to fully assess and address such actual or potential conflict of interest. The Contractor/Subcontractor shall accept any reasonable conflict mitigation strategy employed by VIWAPA, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict.

16. SUBCONTRACTING

When subcontracting, the Contractor/Subcontractor shall solicit for and contract with such Contractor/subcontractors in a manner providing for fair competition. Some of the situations considered to be restrictive of competition include but are not limited to:

- (i) Placing unreasonable requirements on firms in order for them to qualify to do business,
- (ii) Requiring unnecessary experience and excessive bonding,
- (iii) Noncompetitive pricing practices between firms or between affiliated companies,
- (iv) Noncompetitive awards to consultants that are on retainer contracts,
- (v) Organizational conflicts of interest,
- (vi) Specifying only a *brand name* product instead of allowing an *equal* product to be offered and describing the performance of other relevant requirements of the procurement, and
- (vii) Any arbitrary action in the procurement process.

The Contractor/Subcontractor represents to VIWAPA that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this contract.

The Contractor will include these HUD General Provisions in every subcontract issued by it so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

#### 17. ASSIGNABILITY

The Contractor/Subcontractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of VIWAPA .

#### 18. INDEMNIFICATION

The Contractor/Subcontractor shall indemnify, defend, and hold harmless VIHFA, VIWAPA or the Government of the Virgin Islands, and its agents and employees from and against any and all claims, actions, suits, charges, and judgments arising from or related to the negligence or willful misconduct of the Contractor/Subcontractor in the performance of the services called for in this contract.

#### 19. COPELAND “ANTI-KICKBACK” ACT (Applicable to all construction or repair contracts)

Salaries of personnel performing work under this contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland “Anti-Kickback Act” of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. § 874; and Title 40 U.S.C. § 276c). The Contractor shall comply with all applicable “Anti-Kickback” regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to ensure compliance by subcontractors with such regulations and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the

Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

20. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(Applicable to construction contracts exceeding \$2,000 and contracts exceeding \$2,500 that involve the employment of mechanics or laborers)

The Contractor/Subcontractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations (29 C.F.R. part 5).

All laborers and mechanics employed by contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the contractors and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards.

21. DAVIS-BACON ACT

(Applicable to construction contracts exceeding \$2,000 when required by Federal program legislation)

The Contractor/Subcontractor shall comply with the Davis Bacon Act (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. part 5).

All laborers and mechanics employed by contractors or subcontractors, including employees of other governments, on construction work assisted under this contract, and subject to the provisions of the federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act.

22. TERMINATION FOR CAUSE (Applicable to contracts exceeding \$10,000)

If, through any cause, the Contractor/Subcontractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor/Subcontractor shall violate any of the covenants, agreements, or stipulations of this contract, VIWAPA shall thereupon have the right to terminate this contract by giving written notice to the Contractor/Subcontractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor/Subcontractor under this contract shall, at the option of VIWAPA, become VIWAPA's property and the Contractor/Subcontractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor/Subcontractor shall not be relieved of liability to VIWAPA for damages sustained by VIWAPA by virtue of any breach of the contract by the Contractor/Subcontractor, and VIWAPA may withhold any payments to the Contractor/Subcontractor for the purpose of set-off until such time as the exact amount of damages due VIWAPA from the Subcontractor is determined.

23. TERMINATION FOR CONVENIENCE (Applicable to contracts exceeding \$10,000)

VIWAPA may terminate this contract at any time by giving at least fifteen (15) days' notice in writing to the Contractor/Subcontractor. If the contract is terminated by VIWAPA as provided herein, the

Contractor/Subcontractor will be paid for the time provided and expenses incurred up to the termination date.

24. SECTION 503 OF THE REHABILITATION ACT OF 1973 (Applicable to contracts exceeding \$10,000)

The Contractor/Subcontractor shall comply with section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

**Equal Opportunity for Workers With Disabilities**

- A.** The Contractor/Subcontractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor/Subcontractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:
  - i. Recruitment, advertising, and job application procedures;
  - ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
  - iii. Rates of pay or any other form of compensation and changes in compensation;
  - iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
  - v. Leaves of absence, sick leave, or any other leave;
  - vi. Fringe benefits available by virtue of employment, whether or not administered by the Subcontractor;
  - vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
  - viii. Activities sponsored by the contractor including social or recreational programs; and
  - ix. Any other term, condition, or privilege of employment.
- B.** The Contractor/Subcontractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- C.** In the event of the Contractor/Subcontractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

- D.** The Contractor/Subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's/Subcontractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor/Subcontractor must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor/Subcontractor may have the notice read to a visually disabled individual or may lower the posted notice so that it might be read by a person in a wheelchair).
- E.** The Contractor/Subcontractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor/Subcontractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
- F.** The Contractor/Subcontractor will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor/Subcontractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

25. EXECUTIVE ORDER 11246

(Applicable to construction contracts and subcontracts exceeding \$10,000)

The Contractor/Subcontractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

During the performance of this contract, the Contractor/Subcontractor agrees as follows:

- A.** The Contractor/Subcontractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor/Subcontractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B.** The Contractor/Subcontractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor/Subcontractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C.** The Contractor/Subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor/Subcontractor, state that all qualified applicants will

receive consideration for employment without regard to race, color, religion, sex or national origin.

- D.** The Contractor/Subcontractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E.** The Contractor/Subcontractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- F.** The Contractor/Subcontractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- G.** In the event of the Contractor's/Subcontractor's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Contractor/Subcontractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- H.** Contractor/Subcontractor shall incorporate the provisions of A through G above in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on such contractor/subcontractor. The Contractor/Subcontractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor/Subcontractor may request the United States to enter into such litigation to protect the interests of the United States.

26. **CERTIFICATION OF NONSEGREGATED FACILITIES** (Applicable to construction contracts exceeding \$10,000)

The Contractor/Subcontractor certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor/Subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other

storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

The Contractor further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that it will retain such certifications in its files; and that it will forward the preceding notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

27. CERTIFICATION OF COMPLIANCE WITH CLEAN AIR AND WATER ACTS (Applicable to contracts exceeding \$100,000)

The Contractor and all its subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. § 1857 *et seq.*, the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*, and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Part 15 and 32, as amended, Section 508 of the Clean Water Act (33 U.S.C. § 1368) and Executive Order 11738.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 C.F.R. Part 15, as amended.
- B. Agreement by the Subcontractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.
- D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (A) through (D) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

28. LOBBYING (Applicable to contracts exceeding \$100,000)

The Contractor/Subcontractor certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor/Subcontractor, to any person for influencing or attempting to influence an officer

or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor/Subcontractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

29. BONDING REQUIREMENTS

(Applicable to construction and facility improvement contracts exceeding \$150,000)

The Contractor/Subcontractor shall comply with VIWAPA's bonding requirements, unless they have not been approved by HUD, in which case the Contractor/Subcontractor shall comply with the following minimum bonding requirements:

- (1) *A bid guarantee from each bidder equivalent to five percent of the bid price.* The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- (2) *A performance bond on the part of the Contractor/Subcontractor for 100 percent of the contract price.* A "performance bond" is one executed in connection with a contract to secure fulfillment of all the Contractor's/Subcontractor's obligations under such contract.
- (3) *A payment bond on the part of the Contractor/Subcontractor for 100 percent of the contract price.* A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

30. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (As required by applicable thresholds)

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the



greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- B.** The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C.** The *Contractor*/Subcontractor agrees to send to each labor organization or representative of workers with which the *Contractor*/Subcontractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D.** The *Contractor* agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Contractor will not subcontract with any subcontractor where the subcontractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.
- E.** The *Contractor*/Subcontractor will certify that any vacant employment positions, including training positions, that are filled: (1) after the *contractor*/subcontractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the *Contractor*/Subcontractor's obligations under 24 C.F.R. part 135.
- F.** Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G.** With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

31. FAIR HOUSING ACT

*Contractor*/Subcontractor shall comply with the provisions of the Fair Housing Act of 1968 as amended. The act prohibits discrimination in the sale or rental of housing, the financing of

housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status. The Equal Opportunity in Housing Act prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds. Please visit [http://portal.hud.gov/hudportal/documents/huddoc?id=DOC\\_11868.pdf](http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_11868.pdf) for more information.

32. Federal Funding Accountability and Transparency Act (FFATA)

The Federal Funding Accountability and Transparency Act of 2006 (FFATA), as amended, was signed with the intent of reducing wasteful government spending and providing citizens with the ability to hold the government accountable for spending decisions. 2 C.F.R. § Part 170 outlines the requirements of recipients' in reporting information on subawards and executive total compensation under FFATA legislation. Any non-Federal entity that receives or administers Federal financial assistance in the form of: grants, loans, loan guarantees, subsidies, insurance, food commodities, direct appropriations, assessed and voluntary contributions; and/or other financial assistance transactions that authorize the non-Federal entities' expenditure of Federal fund, is subject to these requirements.

Prime contract awardees and prime grant awardees are required to report against subcontracts and subgrants awarded in the FFATA Subaward Reporting System (FSRS), the reporting tool for Federal prime awardees. This information reported will then be displayed on a public and searchable website: [www.USASpending.gov](http://www.USASpending.gov).

33. Procurement

The Uniform Guidance procurement requirements (2 C.F.R. § Part 200, Subpart D) went into effect on July 1, 2018. These requirements are applicable to CDBG-DR funded projects, or as provided by 83 Federal Register 5844 VI A(1)(b)(2) permits a state grantee to elect to follow its own procurement policy. These policies and procedures ensure that Federal dollars are spent fairly and encourage open competition at the best level of service and price.

34. Change Orders to Contracts

Change orders are issued when the initial agreed upon pricing or work to be completed requires modification. First, the contractor must complete a Change Order Request Form. This form and supporting documentation must be delivered to the Project Manager for review. Each change order must have a cost analysis. Once the Project Manager approves the change order, it is returned to the contractor for execution. Change orders are only invoiced on the final draw and categorized as "change order." The amount listed on the invoice must match the previously approved amount and must be cost reasonable. The Project Manager is responsible for verifying cost reasonableness. Verification documentation for cost reasonableness becomes an attachment to the change order.

35. Environmental Review

Every project undertaken with Federal funds, and all activities related to that project, is subject to the provisions of the National Environmental Policy Act of 1969 (NEPA), as well as to the HUD environmental review regulations at 24 C.F.R. § Part 58- ENVIRONMENTAL REVIEW PROCEDURES FOR ENTITIES ASSUMING HUD ENVIRONMENTAL RESPONSIBILITIES. The primary purpose of this Act is to protect and enhance the quality of our natural environment. The HUD environmental review

process must be completed before any Federal funds can be accessed for program-eligible activities.

The primary objectives of the HUD environmental review are to identify specific environmental factors that may be encountered at potential project sites, and to develop procedures to ensure compliance with regulations pertaining to these factors. The HUD environmental review is designed to produce program-specific environmental review procedures in a program that can vary greatly in terms of scope of work.

36. Lead Based Paint

All housing units assisted using CDBG-DR funds must comply with the regulations regarding lead-based paint found at 24 C.F.R. § Part 35- LEAD-BASED PAINT POISONING PREVENTION IN CERTAIN RESIDENTIAL STRUCTURES.

37. Environmental Review Record

The Environmental Officer is responsible for maintaining a written record of the environmental review process. The ERR for all programs contains all the governmental review documents, public notices and written determinations or environmental findings required by 24 C.F.R. § Part 58- ENVIRONMENTAL REVIEW PROCEDURES FOR ENTITIES ASSUMING HUD ENVIRONMENTAL RESPONSIBILITIES as evidence of review, decision making and actions pertaining to a project of a recipient.

38. Flood Insurance Requirements

Grantees and subrecipients of Federal funding must ensure that procedures and mechanisms are put into place to monitor compliance with all flood insurance requirements as found in the Flood Disaster Protection Act of 1973, 24 C.F.R. § 570.605- NATIONAL FLOOD INSURANCE PROGRAM and 24 C.F.R. § 570.202- ELIGIBLE REHABILITATION AND PRESERVATION ACTIVITIES.

39. Duplication of Benefits

CDBG-DR funding intends to address the unmet needs of a community. The funds are supplemental to primary forms of assistance, including private insurance and FEMA funds. To avoid duplicative assistance and potential de-obligation of funding, WAPA must utilize all possible funding sources before applying CDBG-DR dollars to a project. CDBG-DR programs are typically implemented after temporary disaster assistance programs, such as FEMA Individual Assistance which are not intended to make someone whole. The Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), as amended, 42 U.S.C. §5121 et seq., established the requirements for Duplication of Benefits (DOB) analysis.

40. Anti-Fraud, Waste and Abuse Checks

The Anti-Fraud, Waste and Abuse (AFWA) check is designed to identify discrepancies and risk-relevant issues in Applicant-provided information that may be indicative of fraud, waste, and/or abuse.

41. Affirmatively Furthering Fair Housing

The Fair Housing Act of 1968, as amended, 42 U.S.C. §3601, et seq., dictates that grantees are required to administer all programs and activities related to housing and urban development in a manner to affirmatively further the policies of the Fair Housing Act. Per the regulations of 24 C.F.R. § 570.601 and in accordance with Section 104(b)(2) of the Housing and Community Development Act of 1974, as

amended, 42 U.S.C. §5301 et seq., for each community receiving a grant under Subpart D of this part, the certification that the grantee will affirmatively further fair housing shall specifically require the grantee to take meaningful actions to further the goals identified in the grantee's Assessment of Fair Housing (AFH) plan, conducted in accordance with the requirements of 24 C.F.R. § §§5.150-5.180 (Affirmatively Furthering Fair Housing) and take no action that is materially inconsistent with its obligation to affirmatively further fair housing.

42. Drug Free Workplace

The Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. §81, as implemented by 24 C.F.R. § Part 24 Subpart F, §§983.251-983.262, requires that any grantee other than an individual must certify that it will provide a drug-free workplace. Any grantee found in violation of the requirements of this act may be subject to suspension of payments under the grant, suspension or termination of the grant or suspension or debarment of the grantee.

43. Timely Distribution of Funds

The Supplemental Appropriations for Disaster Relief Requirements, 2017 (Pub. L. 115-56), approved September 8, 2017 (Appropriations Act), as amended, requires that funds provided under the Act be expended within two (2) years of the date that HUD obligates funds to a grantee unless otherwise authorized via waiver of this requirement by the Office of Management and Budget (OMB). The OMB waived the two (2) year expenditure requirement under 83 FR 40314; however, the provision to expend one hundred percent (100%) of the total allocation of CDBG-DR funds on eligible activities within six (6) years of HUD's initial obligation of funds remains in effect. The six (6) year expenditure period commences with the initial obligation of funds provided under 83 FR 5844. Additionally, per 83 FR 5844, the provisions at 24 C.F.R. § 570.494 and 24 C.F.R. § 570.902, regarding timely distribution and expenditure of funds, are waived and an alternative requirement was established.

Furthermore, consistent with 31 U.S.C §1555 and OMB Circular No. A-11 (2017), if the Secretary of HUD or the President of the United States determines that the purposes for which the appropriation was made have been carried out and no disbursement has been made against the appropriation for two (2) consecutive fiscal years, any remaining unobligated balance shall be canceled and will be made unavailable for obligation or expenditure for any purpose.

44. Property Management and Distribution

Regulations governing property management and distribution of real property, equipment, financial obligations and return of un-obligated cash post program closeout can be found in 24 C.F.R. § 570.506, 2 C.F.R. § 200.310, 2 C.F.R. § 200.343 and 2 C.F.R. § 200.344(b). The standards of 24 C.F.R. § 570.506 apply to any real property under a CDBG award recipient's control acquired in whole or in part with CDBG funds in excess of \$25,000.00. The recipient may not change the use or planned use of the property without proper notification to affected citizens and allowable time for comment by them. If the property is not a building for general government conduct, the use of the property may be changed with citizen approval if it either meets one of the national objectives as defined in 24 C.F.R. § 570.208 or if not, the recipient may either retain or dispose of the property for the changed use if the recipient's CDBG program is reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to, the property. Following such reimbursement, the property will no longer be subject to any CDBG requirements.

45. Limited English Proficiency

Executive Order No. 13166, signed on August 11, 2000, requires programs, subrecipients, contractors, subcontractors, and/or developers funded in whole or in part with CDBG-DR financial assistance to ensure fair and meaningful access to programs and services for families and individuals with Limited English Proficiency (LEP) and/or deaf/hard of hearing. Fair access is ensured through the implementation of a Language Assistance Plan (LAP), which includes non-English-based outreach, translation services of vital documents, free language assistance services, and staff training. Vital documents are defined as depending on the importance of the program, information, encounter, or service involved, and the consequence to the LEP person if the information in question is not provided accurately or in a timely manner.

46. Personally Identifiable Information

In accordance with 2 C.F.R. § 200.303, regarding internal controls of a non-Federal entity, a grantee must guarantee the protection of all Personally Identifiable Information (PII) obtained. The program will enact necessary measures to ensure PII of all applicants is safeguarded as to avoid release of private information. If a contractor or employee should experience any loss or potential loss of PII, the program shall be notified immediately of the breach or potential breach.

47. Uniform Relocation Act

CDBG-DR funds are subject to the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (URA or Uniform Act), as amended. 49 C.F.R. § Part 24 requires relocation assistance for lower-income individuals displaced as a result of the demolition or conversion of a lower-income dwelling and requires one-for-one replacement of lower-income units demolished or converted to other uses.

48. Residential anti-displacement and relocation assistance plan. Per Section 104(d) of the Housing and Community Development Act of 1974 § 42.325

(a) Certification.

(1) As part of its consolidated plan under 24 CFR part 91, the recipient must certify that it has in effect and is following a residential anti-displacement and relocation assistance plan.

(2) A unit of general local government receiving funds from the State must certify to the State that it has in effect and is following a residential anti-displacement and relocation assistance plan, and that it will minimize displacement of persons as a result of assisted activities. The State may require the unit of general local government to follow the State's plan or permit it to develop its own plan. A unit of general local government that develops its own plan must adopt the plan and make it public.

(b) Plan contents.

(1) The plan shall indicate the steps that will be taken consistent with other goals and objectives of the program, as provided in parts 92 and 570 of this title, to minimize the displacement of families and individuals from their homes and neighborhoods as a result of any assisted activities.

(2) The plan shall provide for relocation assistance in accordance with § 42.350.

(3) The plan shall provide one-for-one replacement units to the extent required by § 42.375.

49. Complaints and Appeals

Citizen comments on VIHFA's published Action Plan, any substantial amendments to the Action Plan, performance reports and/or other issues related to the general administration of CDBG-DR funds are welcomed throughout the duration of the grant. The Citizen Participation Plan is posted as a stand-alone document at [www.vihfa.gov](http://www.vihfa.gov). Complaints regarding fraud, waste, or abuse of government funds shall be addressed to the HUD Office of Inspector General Fraud Hotline by phone: 1-800-347-3735 or email: [hotline@hudoig.gov](mailto:hotline@hudoig.gov).

#### 50. Monitoring

As per CDBG regulation, 24 C.F.R. § 570.501(b), grantees of CDBG-DR funds are responsible for carrying out their programs to meet compliance with CDBG Program, statutory and regulatory requirements, including monitoring their project administrators, contractors and subcontractors. As such, throughout the application, planning, design, and implementation phase of the program, VIHFA will conduct internal monitoring of processes, procedures, policy, applications, planning, design, construction, and other applicable phases.

## **APPENDIX C: SPECIAL CONDITIONS**

### **1. GENERAL**

VIHFA has determined specific risks associated with this grant and therefore has set forth additional grant terms and conditions for this subrecipient. These Special Conditions are attached to, and incorporated into, this Agreement. The Special Conditions may add, delete, or modify the overall Agreement. By signing the Agreement, the VIWAPA agrees to these special conditions for the receipt of CDBG-DR funds, which may be amended from time to time. In the event of an inconsistency, these Special Conditions shall take precedence over the terms and conditions of this Agreement to the extent of that inconsistency.

### **2. AUTHORITY TO USE GRANT FUNDS (RELEASE OF FUNDS)**

A. No costs shall be incurred/disbursed until after VIWAPA has received a written Notice to Proceed from VIHFA that VIWAPA (Agency) has satisfied the specific requirements listed herein for the release of CDBG-DR funds. The VIWAPA may submit a request for Authority to Use CDBG-DR Funds for architectural and engineering activity prior to the release of other funded activities.

B. The VIWAPA shall meet the required Special Conditions within forty-five (45) days, unless otherwise stated herein, after the execution of the Subrecipient Agreement, signed on the 19th of July, 2019.

C. The VIWAPA shall submit to VIHFA a "Request for Authority to Use CDBG-DR Funds (Release of Funds)" and will be required to submit the following supporting documentation as follows:

(1) Environmental Review: The Subrecipient shall not commit funds or begin work on any project with the intention of seeking reimbursement through VIHFA prior to the completion of environmental review requirements.

(a) ": **This Agreement does not constitute a commitment of funds or site approval, and the commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the Virgin Islands Housing Finance Authority of an approval of the request for release of funds. The provision of any funds to the project is conditioned on the VIHFA's determination to proceed with, modify or cancel the project based on the results of the environmental review.**

(2) Other Special conditions in accordance with CDBG-DR are as follows:

a. Under the CDBG-DR regulations, VIHFA is responsible for ensuring that

CDBG-DR funds are used in accordance with all program requirements and

projects are eligible for CDBG-DR funding. To meet eligibility, each project must meet the following: (1) Be a CDBG-eligible activity (or be eligible under a waiver or alternative requirement under 83 FR 5844 or 83 FR 40314); (2) meet a national objective; and (3) address a direct or indirect impact from the major disaster in a Presidentially-declared county. Each project will have to undergo an eligibility determination and receive confirmation of eligibility prior to the receipt of funds.

- b. The Subrecipient shall not receive any funding without the completion of the detailed Scope and Budget forms and providing all supporting documentation to VIHFA. This includes all standalone CDBG-DR funded projects, as well as projects seeking non-Federal share match funding.
- c. The Subrecipient shall provide an updated organizational chart reflecting any vacant positions and the titles of those positions to VIHFA prior to any funding disbursement/reimbursement being paid to the Subrecipient. The Subrecipient shall also provide a timeline for filling those positions, particularly those relating to the management of federal grants.
- d. Prior to any funding disbursement/reimbursement of funds, the Subrecipient shall provide a letter to VIHFA explaining any plans to augment existing staff to assist in the administration of CDBG-DR grants.
- e. Prior to any funding disbursement/reimbursement of funds, the Subrecipient shall provide the 2015, 2016 and 2017 Single Audit (A1-33 Audit), or a schedule when each of the audits will be completed. If the audits were not required because of the grant funding threshold, Subrecipient shall provide an explanation for any given year this is applicable.
- f. Grant funds must be used for its intended purposes. Costs incurred shall only be as necessary and allowable to carry out the purposes and activities of the approved projects and may not exceed the maximum limits set in the approved budget. Grant recipients must account for costs and expenditures. Grant funds cannot be used to pay late fees, penalties, and any loan obligations, including debt service payments.
- g. In the event that the VIHFA or HUD determines that any funds were expended by the Subrecipient for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, then VIHFA or HUD may, after giving the Authority thirty (30) days to respond, order repayment of the same. The Subrecipient shall remit the disallowed amount to VIHFA within thirty (30) days of written notice of the disallowance.



- h. Submit an annual Audit Certification form to VIHFA. The form will be provided by VIHFA.

## **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 Liquefied 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 RHPP 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<sup>1</sup> 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);

---

<sup>1</sup> 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 VI WAPA 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:**

### Project Budget Summary:

Budget Breakdown for Tranche 1:	Cost
Civil/Structural	
Electrical/Controls	
Mechanical	
Misc. Subcontractors	
Equipment Rental	
Project Management (EPC)	
General Administrative, Environmental, & Permitting	
Engineering	
Commissioning /Start up	
WAPA Internal	
Third party Project Management	
Tranche 1 Total	

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
8. Final Financial Reconciliation and Contract Closeout activities completed by September 30, 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**

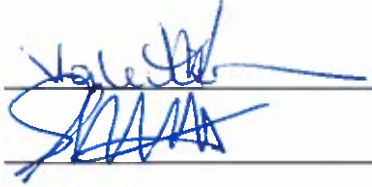
This Agreement, along with Subrecipient Agreement No. SA-DR(WAPA)-003-2019 and any attachments, constitutes the entire agreement between the parties and both parties acknowledge that there are no other agreements, written or oral, that have not been fully set forth in the text of this Agreement.

### **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

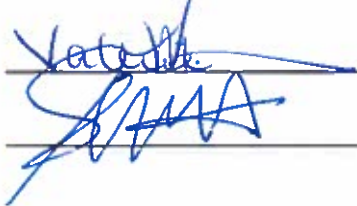
By: \_\_\_\_\_

  
for - Larry Kupfer  
Executive Director and Chief Executive Officer

Date: \_\_\_\_\_

8/8/19

WITNESSES:

  
\_\_\_\_\_

VIRGIN ISLANDS HOUSING FINANCE  
AUTHORITY

By: \_\_\_\_\_

  
Daryl Griffith  
Executive Director

Date: \_\_\_\_\_

8/7/19

## APPENDIX E: Payment Requirements and Draw Request



# VIHFA

Virgin Islands Housing Finance Authority

### Instructions to Complete the Payment Request Cover Sheet

The Payment Request Cover Sheet should be completed accurately and, in its entirety, to ensure documents are routed to the appropriate Virgin Islands Housing Finance Authority's personnel for review, approval and payment processing in a timely and efficient manner. *The form must be placed on your company's letter head.*

1. Enter the date.
2. Complete the "From Section" with the contact information of the delegated individual or the alternate designee identified in your subrecipient agreement, contract or purchase order.
3. Complete the "To Section" with the contact information of the VIHFA's personnel identified in your subrecipient agreement, contract or purchase order to whom request for payment should be submitted.
4. Select the appropriate box:
  - a. New Submission if this is the first time you are requesting this particular request for payment.  
Or
  - b. Resubmission if the request was previously submitted but rejected or returned for additional information. (Reason for rejection would have been communicated in writing.) and enter the date the original submission was made
  - c. Enter the request number.

If you are a Subrecipient (see definition below), complete Section 5 then proceed to Section 7: Certification Statement.

If you are a vendor or contractor (see definition below) complete Section 6 then proceed to Section 7: Certification Statement.

**Definition of a subrecipient:** A subrecipient is considered a public or private nonprofit agency, authority or organization, or community-based development organization receiving CDBG-DR funds to undertake CDBG-DR eligible activities (24 CFR 570.500(c)). VIHFA enters into "subrecipient agreements" with these partners. These agreements allow VIHFA to ensure that every subrecipient is prepared and understands requirements needed to satisfy applicable CDBG-DR award requirements, as well as Territorial laws. These agreements may include provisions to help determine the subrecipient's procedures are sufficient to reduce risk of noncompliance and to ensure that VIHFA can meet its own responsibility to HUD for performance and financial reporting.

**Definition of a contractor or vendor:** A contractor is a person or firm that undertakes a contract to perform a service. A vendor refers to an entity that is providing the service. No subrecipient agreement is issued to a contractor or a vendor but may be related to a CDBG-DR program (Example: Case Management Services for the Housing Rehabilitation and Reconstruction Program).

### Section 5: (For subrecipient)



PROJECT BUDGET FORM

Section 1: PROJECT INFORMATION

FORM: CDBGDR-PBUDGT-5-21-19

Subrecipient Name:

Subrecipient Agreement Number:

Project Number:

Name of Project:

Project Description:

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

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

Section 2: BUDGET INFORMATION

CATEGORY	CDBG-DR BUDGET	OTHER SOURCES OF FUNDS			TOTAL COST
		NAME SOURCE	NAME SOURCE	NAME SOURCE	
Program Administration <i>(At the discretion of the grantee)</i>					
Budget Item A	\$ -	\$ -	\$ -	\$ -	\$ -
Budget Item B	\$ -	\$ -	\$ -	\$ -	\$ -
Total Program Administration	\$ -	\$ -	\$ -	\$ -	\$ -

CATEGORY	CDBG-DR BUDGET	OTHER SOURCES OF FUNDS			TOTAL COST
		NAME SOURCE	NAME SOURCE	NAME SOURCE	
Project Cost (Direct)					
Budget Item A	\$ -	\$ -	\$ -	\$ -	\$ -
Budget Item B	\$ -	\$ -	\$ -	\$ -	\$ -
Budget Item C	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Project Cost (Direct)	\$ -	\$ -	\$ -	\$ -	\$ -

CATEGORY	CDBG-DR BUDGET	OTHER SOURCES OF FUNDS			TOTAL COST
		NAME SOURCE	NAME SOURCE	NAME SOURCE	
Project Cost (Activity Delivery Cost)					
Budget Item A	\$ -	\$ -	\$ -	\$ -	\$ -
Budget Item B	\$ -	\$ -	\$ -	\$ -	\$ -
Budget Item C	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Project Cost (Activity Delivery Cost)	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL PROJECT COST	\$ -	\$ -	\$ -	\$ -	\$ -



PROJECT BUDGET FORM

Section 1: PROJECT INFORMATION

FORM: CDBGDR-PBUDGT-5-21-19

Subrecipient Name:

Subrecipient Agreement Number:

Project Number:

Name of Project:

Project Description:

The Sub-recipient agrees to substantially abide by the following budget in the utilization of funds provided under the Sub-receipt Agreement.  
(Fill out the section that applies and add additional lines as needed.)

CATEGORY	CDBG-DR BUDGET	OTHER SOURCES OF FUNDS			TOTAL COST
		NAME SOURCE	NAME SOURCE	NAME SOURCE	
Indirect Cost	\$ -	\$ -	\$ -	\$ -	\$ -
Planning					
Budget Item A	\$ -	\$ -	\$ -	\$ -	\$ -
Budget Item B	\$ -	\$ -	\$ -	\$ -	\$ -
Budget Item C	\$ -	\$ -	\$ -	\$ -	\$ -
Total Planning Cost	\$ -	\$ -	\$ -	\$ -	\$ -
CATEGORY	CDBG-DR BUDGET	OTHER SOURCES OF FUNDS			TOTAL COST
		NAME SOURCE	NAME SOURCE	NAME SOURCE	
Grand Budget Total	\$ -	\$ -	\$ -	\$ -	\$ -

Section 3: AUTHORIZATION

1. Subrecipient Authorized Official:	<input type="text"/>	3. VIHFA Only Approved By:	<input type="text"/>
	Print, Signature, Title and Date		Print, Signature, Title and Date
2. VIHFA Only Reviewed By:	<input type="text"/>	4. VIHFA Only Approved By:	<input type="text"/>
	Print, Signature, Title and Date		Print, Signature, Title and Date

**VIRGIN ISLANDS HOUSING FINANCE AUTHORITY**  
3202 Demara Plaza Suite 200 • St. Thomas, USVI 00802  
Telephone (340) 777-4432 • Fax (340) 775-7913  
**COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY**



**VIHFA**

**PROJECT BUDGET FORM**

**Section 1: PROJECT INFORMATION**

**FORM: CDBGDR-PBUDGT-5-21-19**

Subrecipient Name:

Subrecipient Agreement Number:

Project Number:

Name of Project:

Project Description:

*The Sub-recipient agrees to substantially abide by the following budget in the utilization of funds provided under the Sub-receipt Agreement.*  
(Fill out the section that applies and add additional lines as needed.)

- 5a. Select the applicable Payment Request Type for the program your award was granted. Only one type can apply for each cover sheet payment request. Request for Payroll Reimbursement should be submitted separately.
- 5b. Enter you Subrecipient Agreement Number and Project Number as identified in your subrecipient agreement.
- 5c. Select the appropriate box:
  - Frist Payment, if this is the first payment being submitted for the subrecipient agreement and project.
  - Interim Payment, any payment requests subsequent to the first payment and prior to the final payment of the subrecipient agreement and project.
  - Final Payment, this is the last payment request for the subrecipient agreement and project.
- 5d. Insert the Request Number: (The request number should be sequentially numbered for the subrecipient agreement and project. For example: When the first request for payment is submitted for a project, it is number 1, second request is number 2, etc.)
- 5e. If VIHFA approved equipment purchase (\$5,000 – federal threshold) as a budgeted item, indicate yes and submit an Asset Purchase Form.

**Section 6: (For vendors / contractors)**

- 6a. Select the applicable Payment Request Type for the contract or purchase order your services were requested. Only one type can apply for each cover sheet payment request.
  - 6b. Enter the contract number identified in your contract or Purchase Order number.
  - 6c. Select the appropriate box:
    - Frist Payment, if this is the first payment being submitted for the contract or purchase order.
    - Interim Payment, any payment requests subsequent to the first payment and prior to the final payment of the contract or purchase order.
    - Final Payment, this is the last payment request for the contract or purchase order.
  - 6d. Enter the invoice number or request number. Invoice numbers should be unique, and invoices should cover from one service period to the next without overlapping dates. In an event that a vendor or contractor does not utilize invoice numbers, a request number should be utilized sequentially starting at “Request number 1”.
7. Please sign and date the certification statement. Signature should be the individual identified in the “From section” that has authorization to request the payment and was identified as the authorized official in the subrecipient agreement or contract. **A Payment request will not be processed without the authorizing signature.**

After the entire payment request is compiled to include this coversheet and all applicable documents to support the payment request, including but not limited to payment request forms, invoices, timesheets and any other supporting documents to substantiate the cost is applicable, reasonable and, count the number of pages and insert the number in the coversheet footer.

***Payment requests should be submitted via email to drawrequestcdbgdr@vihfa.gov only if the file is 10 Megabytes or smaller. If the documents are larger than 10 Megabytes, please utilize a file sharing program such as Dropbox, One Drive, Google Drive or Share file and email the link to the email address above and we will upload the supporting documents into our document management system. All emails for request for payment should have the following information in the subject line:***



For Subrecipient: Requestor Name-Program type-Subrecipient agreement number-Project number-Request number-Total amount of request.

Example: VI Water and Power Authority-Infrastructure- Agreement #6-Project #2-Request #1-\$500,000.00

For Vendor or Contractor:

Example: Payment request-Tim Accounting Firm, LLP-Invoice#5671-\$400,000.20

## ***PLACE ON COMPANY LETTERHEAD***

### **PAYMENT REQUEST COVER SHEET**

**For**

### **COMMUNITY DEVELOPMENT BLOCK GRANT-DIASTER RECOVERY**

1. **Date:**

2. **From:**  
Approving Officer Name  
Title  
Company Name  
Address  
City, State, Zip Code  
Phone Number, ext.  
Email Address

3. **To:**  
Program Manager Name  
Title  
Company Name  
Address  
City, State, Zip Code  
Phone Number, ext.  
Email address

4. **Select:** ☐ New Submission or ☐ Re-Submission

(Original Submission date was: )

5. **For Subrecipients Cost Only:**

(Costs incurred by a Subrecipient being submitted to the Virgin Islands Housing Finance Authority (VIHFA) as a Request for Payment to reimburse the Subrecipient or to pay the Subrecipient's contractors or vendors directly). (If it's a request for reimbursement (cost already paid by the subrecipient) then cancelled checks or a payment confirmation via bank statements must be included with supporting documents) *(Only one type should be included with a payment request and attached to a cover sheet.)*

a. Request Type: ☐ Housing ☐ Infrastructure ☐ Economic Revitalization ☐ Planning  
☐ Payroll Reimbursement (Costs incurred for staff time (may include pay and fringe) that are supported with payroll records.

b. Subrecipient Agreement No. \_\_\_\_\_ Project Agreement No. \_\_\_\_\_

c. Is this the: ☐ First Payment ☐ Interim Payment ☐ Final Payment Request?

d. **Request No:**

- e. Does the request include an equipment purchase (prior approval would have been granted from VIHFA)? ☐ Yes ☐ No  
If yes, a copy of the asset purchase form should be included.

*Note: For subrecipients for which VIHFA is paying all vendors directly, please include a vendor set up form for any new vendor included in this payment request and proof that the vendor has been checked through Sams.gov. Failure to do as such will delay processing.*

**6. For Vendors/Contractors Cost Only:**

(These costs are incurred only through Contracted Services and supported by invoices not associated with subrecipients' agreements for projects or activities.)

- a. Request Type: ☐ Housing ☐ Infrastructure ☐ Economic Revitalization ☐ Planning  
☐ Administrative
- b. Contract No. \_\_\_\_\_ or Purchase Order No. \_\_\_\_\_
- c. Is this the ☐ First Payment ☐ Interim Payment ☐ Final Payment Request?
- d. Invoice No:  or Request No:

**7. CERTIFICATION STATEMENT:**

I, \_\_\_\_\_ on \_\_\_\_\_  
(Authorized Official Signature as identified in Agreement/Contract) (Date)

Hereby certifies that: in connection with this payment request and in accordance with the Subrecipient Agreement by and between VIHFA and Subrecipient, or contractor/vendor/subcontractor that (a) the invoice is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Subrecipient Agreement; (b) to the best of the Subrecipient's knowledge, the funds requested do not duplicate reimbursement of costs and services from any other source; (c) the amount requested was/will be expended for allowable costs / expenditures and are permissible under the terms of the Subrecipient agreement or grant; (d) the current payment shown herein is now due and has not been previously paid; (e ) expenditures billed herein for employee reimbursements are actual amounts incurred and paid to the employee(s); (f) Timely payments will be made to subcontractors and suppliers from the proceeds of the payment covered by this certification within 3 business days from receipt of funds and proof of such payments shall be provided to VIHFA within 6 business days from date of receipt of the funds; (g) the amount requested herein does not exceed the total funds obligated by contract; and (h) the funds are requested for immediate disbursement(s). The Subrecipient/Contractor/Vendor has reviewed and supplied all necessary supporting documentation for the attached payment request.

\_\_\_\_\_ Total pages including cover



**VIRGIN ISLANDS HOUSING FINANCE AUTHORITY**

3202 Demara Plaza Suite 200 • St. Thomas, USVI 00802

Telephone (340) 777-4432 • Fax (340) 775-7913

**COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY****VIHFA****PAYMENT REQUEST FORM INSTRUCTIONS****Step 1:**

Enter Subrecipient Information in Section 1.

▪ Name of the Organization	▪ Telephone and Fax number
▪ Contact Person	▪ Email address
▪ Mailing Address	▪ DUNS #

**Step 2:**

Enter Grant Award Information in Section 2.

<b>Grant Number</b>	Tranche 1: <i>B-17-DM-78-0001</i> Tranche 2:
<b>Contract Number</b>	Subrecipient agreement number or project agreement number.
<b>Award Period</b>	Term of the subrecipient agreement or project agreement.
<b>+</b>	Date the request is made.
<b>Request Number</b>	Request for payment number.

**Step 3:**

Enter Budget Summary in Section 3.

<b>Approved CDBG-DR Budget</b>	Enter total approved project budget.
<b>Total Program Income Received</b>	Enter total program income that has been generated. All program income generated must be reported to back to CDBG-DR office.
<b>Total Funds Available</b>	Add "Approved CDBG-DR Budget" and "Program Income Received". This field should automatically calculate.
<b>Total Funds Disbursed to Date</b>	Enter total funds requested for payment and received for payment to date. This includes any program income that was generated and used.
<b>Remaining Award Amount</b>	Subtract "Total Funds Available" from "Total Funds Disbursed To Date". This field should automatically calculate.

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**COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY****VIHFA****PAYMENT REQUEST FORM INSTRUCTIONS****Step 4:**

Select the Program for which the activity falls under:

<b>Housing</b>	Homeowner Rehabilitation & Reconstruction Program
	New Construction for Homeownership Opportunity & First Time Homeownership
	Rental Rehabilitation & Reconstruction
	Public & Affordable Housing Development
	Supportive Housing
<b>Infrastructure</b>	Local Match for Federal Disaster Recovery
	Infrastructure Repair & Resilience
	Electrical Power Systems Enhancement & Improvement
<b>Economic Revitalization</b>	Ports & Airports Enhancement
	Tourism Industry Support Program
	Workforce Development Program
	Neighborhood Revitalization
	Small Business and Technical Support
<b>Planning</b>	Planning
<b>Administration</b>	Administration

**Step 5:**

Enter your Drawdown Request in Section 4. This is an overall summary by budget category or budget line item. The information provided here will be further broken down on page 2 "Payment Request Detail".

<b>Description</b>	Enter the budgeted line item for which you are requesting a draw from.
<b>Budgeted Amount</b>	Enter the budgeted amount for the budgeted line item.
<b>Previously Requested</b>	Enter the total amount of funds that have been requested and received prior to current request.
<b>Current Request</b>	Enter the amount that you are currently requesting for payment for each budget line item
<b>Requested To Date</b>	Enter total amount requested to date. Add "Previously Requested" and "Current Request". This field should automatically calculate.

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**COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY**



**VIHFA**

**PAYMENT REQUEST FORM INSTRUCTIONS**

Remaining Balance	Equals "Budgeted Amount" minus "Requested To Date". This field should automatically calculate.
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**COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY**



**VIHFA**

**PAYMENT REQUEST FORM INSTRUCTIONS**

**Step 6:**

Enter a brief description of expenditures or services being requested for payment or any other pertinent information with regards to the request.

**Step 7:**

Based on Section 4, enter detail payment request information on the "Payment Request Detail" (page 2) for each invoice. The invoices should be grouped by the budget category/budget line item as is summarized in Section 4 (Step 5). For each invoice, enter the budget line item; the vendor; a brief description of the expense; the invoice date; the invoice number; and the invoice amount.

**Step 8:**

This section must be signed by the authorized certifying official. Please read the certifying statement and sign if you agree.

**Step 9:**

For the "Subrecipient Use Only" section, enter the name of the employee who prepared the payment request and enter the date.

**Step 10:**

For "VIHFA Office Use Only" section. To be completed by the authorized VIHFA staff.

## APPENDIX F

### MONTHLY PERFORMANCE REPORT /

### DISASTER RECOVERY GRANT REPORTING SYSTEM REQUIREMENTS

#### VIRGIN ISLANDS HOUSING FINANCE AUTHORITY INSTRUCTIONS: CDBG-DR QUARTERLY STATUS REPORT

All CDBG grantees are required to submit Quarterly Status Reports (QSR's) on a quarterly basis and a final project status report prior to project closeout. Completed by the Implementing Agencies, the information collected enables the Virgin Islands Housing Finance Authority (VIHFA) to satisfy record keeping, reporting, and monitoring requirements of the United States Department of Housing and Urban Development (HUD). VIHFA reserves the right to not process any request for funds for projects that do not have status reports submitted to VIHFA by the uniform due dates listed below.

The table below outlines submission requirements. The form has 21 sections. Please contact the VIHFA, Monitoring and Compliance Section with any questions about completing the CDBG-DR Quarterly Status Report.

Information should be submitted relating to the current reporting period only. Please check the project status-reporting period at the top of the form and identify the report number (e.g. #1, 2, 3, etc.). Required reporting includes:

Reporting Period End Date	Report Submission Deadline
June 30	July 30
December 31	January 30
Final Project Status Report	When all activities are completed, all funds drawn, and monitoring report(s) cleared, prior to project closeout.

**SUBMIT:** All project status reports to the attention of your Program Representative. Upon completion of the report, sign and send scanned (color) copies as a PDF or send the hard copy to:

Virgin Islands Housing Finance Authority CDBG-DR Program  
Attn: Monitoring and Compliance Section  
ADDRESS  
ADDRESS

#### SECTION 1. PROJECT DATA

<i>CDBG-DR Grant #-</i>	CDBG project grant number
<i>Grantee</i>	Official name of CDBG grant recipient
<i>Fed Tax ID #</i>	Federal Tax Identification Number
<i>DUNS #</i>	Certified Administrator's DUNS Number
<i>Address</i>	Mailing address
<i>Contact Person</i>	Individual from grantee responsible for day-to-day administration
<i>E-Mail</i>	Contact person's e-mail address
<i>Phone #</i>	Contact person's phone number
<i>SAM Expiry Date</i>	Grantee's System for Award Management (SAM) registration expiration date

The preparer of the report is required to sign and date attesting that the information submitted on the CDBG Quarterly Status Report is true and accurate.

#### SECTION 3. CDBG CONTRACT

<i>Contract Start</i>	Identify the date the contract begins.
-----------------------	--



*Contract End*

**Note:** this date never changes.  
Identify the original contract termination date.

*Extension Date*

**Note:** this date never changes.  
Identify the extension date of the contract, as amended where applicable.

*1<sup>st</sup> Amendment Requested*

**Note:** if the contract end date changes due to an executed contract amendment, identify the revised contract end date.

*1<sup>st</sup> Amendment Executed*

Identify the date the 1<sup>st</sup> Amendment Request was submitted to VIHFA  
Identify the date that contract amendment was executed  
(this is the date that VIHFA signs the agreement)

*1<sup>st</sup> Amendment Type*

Identify if the amendment request was for (select all that apply):

- Budget
- Extension
- Program Guidelines
- Accomplishments
- Other (For changes not related to the above common types).

*2<sup>nd</sup> Amendment Requested*

Identify the date the 2<sup>nd</sup> Amendment Request was submitted to VIHFA

*2<sup>nd</sup> Amendment Executed*

Identify the date that contract amendment was executed  
(this is the date that VIHFA signs the agreement)

*2<sup>nd</sup> Amendment Type*

Identify if the amendment request was for (select all that apply):

- Budget
- Extension
- Program Guidelines
- Accomplishments
- Other (For changes not related to the above common types).

#### **SECTION 4. ACTIVITY PROGRESS / PERFORMANCE**

##### **SECTION 4-A. ACTIVITY PROGRESS**

List each activity type from the Agreement / Scope & Budget. Compare the status of each activity to the project status identified in the current implementation schedule.

*Activity Type*

Identify the Activity Type

*Implementation Schedule*

Identify the Activity start date identified on the Agreement / Scope

*Progress of Activities*

Describe the progress of the activity

*Current Status*

Check the box that best describes the current status of the activity:

- On Schedule
- Ahead of Schedule
- Behind Schedule (3 months or more)

##### **SECTION 4-B. ACTIVITY PROGRESS – BEHIND SCHEDULE**

Complete this section if any activity is identified in Section 4-A as being significantly behind. Significantly behind is defined as 3 months or more.

*Activity Type*

Identify the Activity Type

*Circumstances/Reasons*

Describe the circumstances/reasons why this activity is behind schedule.

*Will the activity be completed by the contract end date?*

- Indicate "yes" if the activity will be completed by the contract end date.
- Indicate "no" if the activity will **not** be completed by the contract end date.

*Revised Implementation Schedule*

If any activity can be completed within the contract period, attach a revised implementation schedule.

If an activity **cannot** be completed within the contract period and an extension request will be submitted a revised implementation schedule does not need to be submitted with this report.

*Is a contract extension necessary?*

- Indicate "yes" if a contract **extension** is needed.
- Indicate "no" if a contract **extension** is **not** needed.
- Indicate "yes" if a contract **extension** will be submitted.
- Indicate "no" if a contract **extension** will **not** be submitted.

*Contract Amendment will be requested?*

## SECTION 5. PROGRESS OF ACTIVITIES

Provide a concise account of progress that includes a detailed narrative description of accomplishments. Reference the Grantee Implementation Schedule and report progress toward project and activity milestones. Description should include project location relationship to community and neighborhoods, activities undertaken, implementation schedule quarter, problems or setbacks resulting in delays, accomplishments, participating partnerships, and other issues causing delays or progressing ahead of schedule, such as environmental and labor contracting and/or compliance. Include whether the project is on or behind schedule, if behind explain why. Also, include information on any project amendments or extensions. If completing no activities during the reporting period, please explain.

### Note:

- VIHFA reserves the right to not process CDBG funds without a narrative report.
- Check the box if the Project involves Housing activities. Then provide an attached report for units assisted within the reporting period.

## SECTION 6. NATIONAL OBJECTIVE

Report on the appropriate National Objective(s) as identified in the contract. Section 6-A shall be used for all CDBG-DR funded activities associated with the Low- and Moderate-Income National Objective and subcategories therein. Section 6-B shall be used for all CDBG-funded activities associated with the Prevention/Elimination of Slum/Blight National Objective and Section 6-C shall be used for all activities funded as an Urgent Need.

### SECTION 6-A. LOW & MODERATE INCOME

Complete the beneficiary data related to the project's activities national objective.

Column A. Total Beneficiaries This Report	Enter the actual total beneficiaries (based off the national objective completed) assisted during the reporting period.
Column B. Total Beneficiaries Cumulative	Enter the actual beneficiary data (based off the national objective completed) assisted during the life of the contract period. Use the sum of current and all previous reporting periods.
LMI Area Benefit (LMA)	Only complete this section once all project activities have been completed. These numbers should align with the beneficiary data identified in the contract between the Department and the grantee
LMI Limited Clientele (LMC)	Depending on the activity: <ul style="list-style-type: none"><li>▪ Job Training: Complete this section as LMI individuals are enrolled into the program. At least 51 percent of the clientele are persons whose family income is considered LMI.</li></ul>
LMI Housing (LMH)	Complete this section when a beneficiary's assistance is completed.
LMI Jobs (LMJ)	Complete this section when a beneficiary's job is created/retained.

### SECTION 6-B. SLUM & BLIGHT

Complete the Slum and Blight national objective information based on the CDBG Contract accomplishments, also reference Application Exhibits F-1 (SBA) or F-2 (SBS).

**Note:** For commercial rehabilitation projects, include number of businesses assisted.

#### Slum and Blight on an Area Basis

Slum and Blight on an Area Basis	<ul style="list-style-type: none"><li>▪ Indicate "yes" if the activity meets the National Objective through Slum and Blight on an Area Basis. Complete the following questions.</li><li>▪ Indicate "no" if the activity does not meet the National Objective through Slum and Blight on an Area Basis. Skip to the next section, Slum and Blight on a Spot Basis.</li></ul>
SBA Compliance Review Record	Attach Exhibit F-1: Slum and Blight Area Basis Documentation.
Has the area been officially designated as Slum or Blighted by local/county government?	<ul style="list-style-type: none"><li>▪ Indicate "yes" if the Area has been officially designated.</li><li>▪ Indicate "no" if the Area has not been officially designated. CDBG-funded activities meeting this National Objective Subcategory must be designated to be eligible.</li></ul>

*Is there proper documentation for designation?*

*Designation must be within 10 years of the program year.*

- Indicate "yes" if there is proper documentation for designation.
- Indicate "no" if there is **not** proper documentation for designation.

*Designated Year*

Identify the year that that the Area was officially designated.

*Re-Designated*

Identify the year that that the Area was officially re-designated.



**Number of Qualified Buildings / Properties**

Identify the number of qualified buildings/properties that are designated. This number should align with the number on the application, Exhibit F-1.

**% of Buildings / Properties**

Identify the percentage of qualified buildings/properties that are designated. This number should align with the number on the Application Exhibit F-1.

**Number of Businesses Assisted  
Column A. Total This Report**

Enter the actual total businesses assisted during the reporting period.

**Number of Businesses Assisted  
Column B. Total Cumulative**

Enter the actual total businesses assisted during the life of the contract period. Use the sum of current and all previous reporting periods.

**Slum and Blight on an Spot Basis  
Slum and Blight on an Spot Basis**

- Indicate "yes" if the activity meets the National Objective through Slum and Blight on a Spot Basis. Complete the following questions.
- Indicate "no" if the activity does **not** meet the National Objective through Slum and Blight on a Spot Basis. Complete the section, Slum and Blight on an Area Basis.

**BS Compliance Review Record**

Attach Exhibit F-2: Slum and Blight Spot Basis Documentation.

**Verify the spot is not located in an  
officially designated SB area.**

See Application Exhibit F-2 for further explanation.

- Indicate "yes" if the Spot is **not** located within an Area that has been officially designated.
- Indicate "no" if the spot has been officially designated. If you marked "no", your activities do not meet the requirements of SBS.

**The Activity eliminates specific  
conditions detrimental to public health  
and safety.**

**Under SBS, the project Activity can only eliminate specific conditions detrimental to public health and safety.**

- Indicate "yes" if there is proper documentation for how the Activity eliminates public health and safety.
- Indicate "no" if there is **not** proper documentation for how the Activity eliminates public health and safety. If you marked "no", your activities do not meet the requirements of SBS.

**Number of Businesses Assisted  
Column A. Total This Report**

Enter the actual total businesses assisted during the reporting period.

**Number of Businesses Assisted  
Column B. Total Cumulative**

Enter the actual total businesses assisted during the life of the contract period. Use the sum of current and all previous reporting periods.

## **SECTION 7. RACE AND ETHNICITY**

**Column A.  
Total This Report**

Enter the actual total beneficiaries assisted during this reporting period, identified by race and ethnicity:

- **TOTAL POP:** Summarized by total population for each race, enter the number of the actual total beneficiaries assisted during this reporting period.
- **HISPANIC:** Summarized by ethnicity for each race, enter the number of the actual total beneficiaries assisted during this reporting period.

**Column B.  
Total Cumulative**

Enter the race of the actual total beneficiaries for the project to date (including all reporting periods, identified by race and ethnicity:

- **TOTAL POP:** Summarized by total population for each race, enter the number of the actual total beneficiaries assisted including all reporting periods.
- **HISPANIC:** Summarized by ethnicity for each race, enter the number of the actual total beneficiaries assisted including all reporting periods.

**Note:**

- Attach a separate page to report on activities with more than one national objective if beneficiaries differ.
- Housing Recipients: Report the race and ethnicity based on the head of household for each unit assisted or each household assisted.
- The total identified in this section must match the totals identified in **Section 8. Income Levels**.
- 

**SECTION 8. INCOME LEVELS**

<i>Column A.</i>	Identify the income levels of the actual beneficiaries assisted during this reporting period.
<i>Total This Report</i>	
<i>Column B.</i>	Identify the income levels of the actual beneficiaries assisted for the project to date (including all reporting periods).
<i>Total Cumulative</i>	

**Note:**

- Attach a separate page to report on activities with more than one national objective if beneficiaries differ.
- The total identified in this section must match the totals identified in **Section 11. Race and Ethnicity**.
- Housing Recipients: Enter the total number of households benefited based on their annual incomes as they relate to the HUD income limits located at: <http://www.huduser.org/datasets/il.html>.
- Economic Program Recipients: Enter the total number of persons benefited based on their annual incomes as they relate to the HUD income limits located at: <http://www.huduser.org/datasets/il.html>.
- Other Program Recipients: If you conducted a survey and collected the information, enter the total number of persons benefited based on their annual incomes as they relate to the HUD income limits located at: <http://www.huduser.org/datasets/il.html>. Do not duplicate numbers. Count each person only once within the income range they fall between. If the survey did not include the income levels, enter the LMI number into "Number of Incomes between 50- 80% AMI" and nonLMI persons into the "Number of Incomes at or above 81%".

**SECTION 9. FEMALE HEAD OF HOUSEHOLDS**

**Complete this section only for activities that meet the LMH national objective.**

<i>Column A.</i>	Identify the total female head of households of the actual beneficiaries assisted during this reporting period.
<i>Total This Report</i>	
<i>Column B.</i>	Identify the total female head of households of the actual beneficiaries assisted for the project to date (including all reporting periods).
<i>Total Cumulative</i>	

**SECTION 10. HOUSING REHABILITATION ACTIVITIES**

**Complete this section only if a housing unit(s) was rehabilitated.**

<i>Applicable Lead Paint Requirement</i>	Identify the number of Units that met the applicable lead paint requirement: <ul style="list-style-type: none"> <li>▪ Housing constructed before 1978</li> <li>▪ Exempt: housing constructed 1978 or later</li> <li>▪ Otherwise Exempt</li> <li>▪ Exempt: No Paint Disturbed.</li> </ul>
<i>Applicable Lead Paint Requirement: Cumulative Total</i>	Total Units assisted
<i>Lead Hazard Remediation Actions: (Rehabilitation Only)</i>	Identify the number of Units that met the applicable lead hazard remediation actions: <ul style="list-style-type: none"> <li>▪ Lead Safe Work Practices (Hard Costs &lt;= \$5,000)</li> <li>▪ Interim Controls or Standard Practices (Hard Costs \$5,000 - \$25,000)</li> <li>▪ Abatement (Hard Costs &gt; \$25,000)</li> </ul>
<i>Lead Hazard Remediation Actions: Cumulative Total</i>	Total Units Assisted

**Note:** The total units assisted in the Applicable Lead Paint Requirement Cumulative Total and the Lead Hazard Remediation Actions Cumulative Total should be equal.

## SECTION 11. INDICATOR / BENEFICIARY DATA

*This section requires completion for all awarded CDBG Activities. Select the correct Activity under the corresponding Category of Funding that applies to the project to report beneficiary data.*

**Note:** Fields that are "blackened/grayed out" do not require data. Total beneficiaries (persons, jobs, businesses assisted, units, or households) for each activity are to be recorded on the first row which is identified with an asterisk [\*]. The Total persons/jobs in activities one, two, seven, and eight (1, 2, 7, and 8) must equal the total beneficiaries reported in section VIII (Race and Ethnicity). Subsequent rows labeled "a. \_" entered only as it is appropriate to the project.

### Column A. Proposed Beneficiaries

The beneficiaries identified in this section should align with the beneficiaries in the contract. Tabulate beneficiaries by counting the individual people who will benefit from the project.

- Enter the proposed LMI beneficiaries.
- Enter the proposed total beneficiaries.

Housing Projects: *Tabulate beneficiaries for housing grants by counting the number of households that benefited from the grant.*

Commercial Rehabilitation Projects: *Tabulate beneficiaries by counting the number of businesses that benefited from the grant.*

### Column B. Actual Beneficiaries This Report

- Enter the actual LMI beneficiaries during this reporting period only.
- Enter the actual total beneficiaries during this reporting period only.

*Some projects may not have any actual beneficiaries until the project is complete.*

### Column C. Actual Beneficiaries Cumulative

- Enter the actual LMI beneficiaries for the life of the project to date. Use the current reporting period and all previous reported periods.
- Enter the actual total beneficiaries for the life of the project to date. Use the current reporting period and all previous reported periods.

*Some projects may not have any actual beneficiaries until the project is complete.*

### Row 1 Planning

Identify the total number of persons assisted by the project in Column A, B, and C.

Generally, actual Beneficiaries will not be reported until the project is complete and the Final Planning Product is approved by the unit of local government.

### Row 2 Facility and/or Public Infrastructure Activities

Identify the total number of persons assisted by the project in Column A, B, and C. Actual Beneficiaries will not be reported until the project is complete.

In rows 2a, 2b, and 2c, report the appropriate beneficiaries as applied in the project. The totals in 2a, 2b, and 2c are subtotals of the first line, they should not be duplicative and should relate as appropriate to the project.

For example, a project may provide improved access to a facility or infrastructure as well as provide beneficiaries to no longer have access to ONLY substandard facilities or infrastructure. In cases such as these, the number of beneficiaries would be reported in both datafields.



Row 3 <i>Rental Units</i>	Identify the total number of rental units completed in the project in Column A, B, and C. Enter data requested in 3a. through 3f. relating to the proposed and actual units as applicable.
Row 4 <i>Owner Occupied Units Rehabilitated or Improved</i>	Identify the total number of rehabilitated units completed in the project in Column A, B, and C.  Enter data requested in "4a." through "4d." relating to the proposed and actual units as applicable.
Row 5 <i>Homeownership Units Constructed Acquired, and/or Acquired with Rehabilitation Activities</i>	Identify the total number of housing units completed in the project in Column A, B, and C.  Enter data requested in 5a. through 5f. relating to the proposed and actual units as applicable.
Row 6 <i>Homebuyer Down-Payment Assistance</i>	Identify the total number of households receiving homebuyer assistance in Column A, B, and C.  <b>Note:</b> For row 6e. - 6g. " the word "service" refers to "Down Payment Assistance Service."
Row 7 <i>Jobs Created</i>	Identify the total number of jobs created in Column A, B, and C. EDA Classifications requested in 7c. § should be reported in Section 17 of the project status report.
Row 8 <i>Jobs Retained</i>	Identify the total number of jobs retained in Column A, B, and C. EDA Classifications requested in 8c. § should be reported in Section 17 of the project status report.
Row 9 <i>Business Assisted</i>	Identify the total number of businesses assisted in Column A, B, and C. For each reporting period, the DUNS Numbers of the business(es). If there is more than one business, attach a separate sheet with the DUN's number for each business assisted.

## SECTION 12. JOB CREATION / RETENTION PROPOSED / ACTUAL DATA

Enter the proposed Full-time, Full-time Low/Mod (LMI), Part-time, Part-time Low/Mod (LMI). Full-time and Full-time Low/Mod should be reported in number of jobs. Part-time and Part-time Low/Mod are to be reported in hours.

Column A. <i>Proposed Beneficiaries – Created</i>	Enter the proposed LMI Jobs to be created for the project.  These must correspond to the proposed beneficiaries that were detailed in the awarded contract or MOU for the project ( <i>in most cases this number will not change during the life of the project</i> ).
Column A. <i>Proposed Beneficiaries – Retained</i>	Enter the proposed LMI Jobs to be retained for the project.  These must correspond to the proposed beneficiaries that were detailed in the awarded contract or MOU for the project ( <i>in most cases this number will not change during the life of the project</i> ).
Column B. <i>This Report – Created</i>	Enter the actual LMI Jobs to be created for the project during this reporting period only.  <i>Some projects may not have any actual beneficiaries until the project is complete.</i>

**Column B.**  
**This Report – Retained**

Enter the actual LMI Jobs to be retained for the project during this reporting period only.

**Column C.**  
**Cumulative – Created**

*Some projects may not have any actual beneficiaries until the project is complete.*  
Enter the actual LMI Jobs to be created for the project for the life of the project to date – including the sum of all reporting periods. Use the current reporting period and all previously reported periods.

**Column C.**  
**Cumulative - Retained**

*Some projects may not have any actual beneficiaries until the project is complete.*  
Enter the actual LMI Jobs to be retained for the project for the life of the project to date – including the sum of all reporting periods (the current reporting period and all previously reported periods).

*Some projects may not have any actual beneficiaries until the project is complete.*

### SECTION 13. ECONOMIC DEVELOPMENT ADMINISTRATION JOB CATEGORIES

**Column A.**  
**This Report (Jobs Created)**

Enter the number of LMI jobs created for the project during this reporting period only.

*Some projects may not have any actual beneficiaries until the project is complete.*

**Column A.**  
**This Report (Jobs Retained)**

Enter the number of LMI jobs retained for the project during this reporting period only.

*Some projects may not have any actual beneficiaries until the project is complete.*

**Column B.**  
**Cumulative (Jobs Created)**

Enter the number of LMI jobs created for the life of the project to date – including the sum of all reporting periods. Use the current reporting period and all previously reported periods.

*Some projects may not have any actual beneficiaries until the project is complete.*

**Column B.**  
**Cumulative (Jobs Retained)**

Enter the number of LMI jobs retained for the life of the project to date – including the sum of all reporting periods. Use the current reporting period and all previously reported periods.

*Some projects may not have any actual beneficiaries until the project is complete.*

**Note:** The totals must match the total jobs created/retained as identified in section 15 number seven (7) and eight (8) on this form.

#### **Job Category Definitions** **Officials and Managers**

Occupants requiring administrative personnel who set broad policies, exercise overall responsibility of execution of these policies, and individual departments or special phases of a firm's operations. This includes: Officials, Executives, middle management, plant managers and superintendents, salaried supervisors who are members of management, purchasing agents and buyers, and kindred workers.

#### **Professional**

Occupants requiring either college graduation or experience of such kind and amount as to provide a comparable background includes: accountants and auditors, airplane pilots and navigators, architects, artists, chemists, designers, dietitians, editors, engineers, lawyers, librarians, mathematicians, natural scientists, registered professional nurses, professional and labor relations workers, physical scientists, physicians, social scientists, teachers, and kindred workers.

<b>Technicians</b>	Occupants requiring a combination of basic scientific knowledge and manual skill which can be obtained through about 2 years of post-high school education such as is offered in many technical institutions and junior colleges, or through equivalent on the job training. This includes: computer programmers and operators, drafters, engineering aides, junior engineers, mathematic aides, licensed practical or vocational nurses, photographers, radio operators, scientific assistants, surveyors, technical illustrators, technicians (medical, dental, electronic, physical science) and kindred workers.
<b>Sales</b>	Occupants engaging wholly or primarily in direct selling. This includes: advertising agenda and sales workers; insurance agents and brokers; real estate agents and brokers; sales workers; demonstrators and retail sales workers; and sales clerks, grocery clerks and cashiers; and kindred workers.
<b>Office and Clerical</b>	Includes all clerical-type work regardless of level of difficulty, where the activities are predominantly non-manual though some manual work not directly involved with altering or transporting the products is included. This includes: bookkeepers, cashiers, collectors (bills and accounts), messengers and office helpers, office machine operators, shipping and receiving clerks, stenographers, typists, and secretaries, telegraph and telephone operators, and kindred workers.
<b>Craft Worker (Skilled)</b>	Manual workers of relatively high level having a thorough and comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgment and usually receive an extensive period of training. This includes: the building trades, hourly paid supervisors and lead operators (who are not members of management), mechanic and repairers, skilled machining occupations, compositors and typesetters, electricians, engravers, job setters (metal), motion picture projectionists, pattern and model makers, stationary engineers, tailors, and kindred workers.
<b>Operatives (Semi-Skilled)</b>	Workers who operate machines or other equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training. This includes: apprentices (auto mechanics, plumbers, electricians, machinists, mechanics, building trades, metal working trades, printing trades, etc.), operatives, attendants (auto service and parking), blasters, chauffeurs, delivery workers, dress makers and sewers (except factory), dryer's furnaces workers, heaters (metal), laundry and dry cleaning, operatives, milliners, mine operatives and laborers, motor operators, oilers and greasers (except auto), painters (except construction and maintenance), photographic process workers, boiler tenders, truck and tractor drivers, weavers (textile), welders and flame metals workers, and kindred workers.
<b>Laborers (Unskilled)</b>	Workers in manual occupations which generally require no special training perform elementary duties that may be learned in a few days and require the application of little or no independent judgment. This includes: garage laborers; car washers and greasers; gardeners (except farm) and ground keepers; stevedores; woodchoppers; laborers performing lifting, digging, mixing loading, and pulling operations; and kindred workers.
<b>Service Workers</b>	Workers in both protective and non-protective service occupations. This includes attendants (hospital and other institutions, professional and personal service, including nurse's aides and orderlies), barbers, chair-workers and cleaners, cooks (except household), counter and fountain workers, elevator operators, firefighters and fire protection guards, door keepers, stewards, janitors, police officers and detectives, porters, waiters and waitresses, and kindred workers.



## SECTION 14. SECTION 3 NEW HIRES

Complete this section for the contracts awarded during reporting period only. Both information for the grantee, contractors and subcontractors must be combined. Please round staff hours to the nearest full hours. This section is to be completed regardless of whether the project includes a Section 3-covered contract. Please attach additional sheets as needed to include all Job categories.

**Note:** Report accomplishments regarding employment and other economic opportunities provided to low- and very low-income persons under Section 3 of the Housing and Urban Development Act of 1968.

## SECTION 15. MBE / WBE REPORTING

Report all Section 3 Contract Information on an annual basis from July 1st to June 30th on the June 30th Project Status Report.

Column (1)  
Contractor/Subcontractor  
Name & Address

- Enter the name of company or individual with whom a contract was entered into (Contractor and/or Subcontractor).
- Enter the Street Address
- Enter the City Name
- Enter the State
- Enter the Zip Code

Column (2)  
Contractor/Subcontractor  
Federal Tax ID # or SSN

Enter the Federal Identification Number, or enter the last 4 digits of the Social Security Number (SSN) for each contractor/subcontractor listed.

Column (3)  
Type of Trade Code

Enter the number code(s) which best indicate the contractor's / subcontractor's service.

- 1a – New Construction
- 1b – Other Construction
- 2 – Education / Training
- 3 – Other

Column (4)  
Contractor or Subcontractor Business  
Racial/Ethnic Code

Enter the numeric code, which indicates the racial/ethnic character of the owner(s) and controller(s) of 51% of the business. When 51% is not owned and controlled by any single racial/ethnic category, enter the code, which seems most appropriate.

- 1 – White American
- 2 – Black American
- 3 – Native American
- 4 – Hispanic American
- 5 – Asian/Pacific American
- 6 – Hasidic Jew

Column (5)  
Woman Owned Business

- Enter "yes" if the business is owned by a woman
- Enter "no" if the business is not owned by a woman

Column (6)  
Amount of Contract / Subcontract

Enter the dollar amount rounded to the nearest dollar.

Column (7)  
Section 3

Section 3 of the HUD Act of 1968 requires that recipients of HUD funds (and their contractors and subcontractors) provide jobs and other economic opportunities to low-income persons. Through recruiting in a project's area, such fund recipients can make residents and businesses aware of the opportunities available. Section 3 residents are low-income persons who live in the area in which a HUD-assisted project is located. A Section 3 business is owned by section 3 residents or employs section 3 residents in full-time positions or subcontracts with businesses that provide economic opportunities to low income persons.

- Enter "yes" if the contractor meets the Section 3 requirements.
- Enter "no" if the contractor does not meet the Section 3 requirements.



## SECTION 16. DRAW DOWN REVIEW

*List and describe the drawdowns completed during this reporting period. Upon availability, submit the source documentation (invoices, bank statements, and cancelled checks) for the drawdowns that meet the below threshold criteria:*

- 1<sup>st</sup> Administrative Draw Down,*
- Any requests for Economic Development (ED) projects,*
- Any requests that are greater than \$100,000, and*
- Any requests that are equal to or greater than 25% of the project costs.*
- Final Administrative Draw Down*

DRAFT

## Virgin Islands Housing Finance Authority CDBG-DR Monthly Status Report

Project Status Report as of: (check box that applies) Report # \_\_\_\_\_

☐ June 30, \_\_\_\_ ☐ December 31, \_\_\_\_ ☐ Final Report (Date: \_\_\_\_)

Date receipted → VIHFA use only

SECTION 1. GRANTEE DATA		SECTION 2. CERTIFIED ADMINISTRATOR	
CDBG Grant #		Name	
Grantee		Organization	
Fed Tax ID #		Fed Tax ID #	
DUNS #		DUNS #	
Address		Address	
Contact Person		Website	
Email		Email	
Phone #		Phone #	
SAM Expiry Date		SAM Expiry Date	

### SECTION 2. CERTIFICATION

I certify to the best of my knowledge and belief that the information in this report is true and correct:

Report Preparer's Signature \_\_\_\_\_ Date \_\_\_\_\_

VIHFA Program Representative: \_\_\_\_\_

**VIHFA USE ONLY:**

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_

### SECTION 3. CDBG CONTRACT

Contract Start		Contract End	
		Extension Date	
Date 1 <sup>st</sup> Amendment Requested		1 <sup>st</sup> Amendment Executed	
1 <sup>st</sup> Amendment Type: <input type="checkbox"/> Budget <input type="checkbox"/> Extension <input type="checkbox"/> Program Guidelines <input type="checkbox"/> Accomplishments <input type="checkbox"/> Other			
Date 2 <sup>nd</sup> Amendment Requested		2 <sup>nd</sup> Amendment Executed	
2 <sup>nd</sup> Amendment Type: <input type="checkbox"/> Budget <input type="checkbox"/> Extension <input type="checkbox"/> Program Guidelines <input type="checkbox"/> Accomplishments <input type="checkbox"/> Other			

### SECTION 4. ACTIVITY PROGRESS / PERFORMANCE

#### SECTION 4-A. ACTIVITY PROGRESS

\*Activity start date as identified on the Implementation Schedule (Quarter, Year, Month)

Activity Type	Implementation Schedule*	Progress of Activities (Describe)	Current Status
1)			<input type="checkbox"/> On Schedule <input type="checkbox"/> Ahead of Schedule <input type="checkbox"/> Behind Schedule
2)			<input type="checkbox"/> On Schedule <input type="checkbox"/> Ahead of Schedule <input type="checkbox"/> Behind Schedule

3)			<input type="checkbox"/> On Schedule <input type="checkbox"/> Ahead of Schedule <input type="checkbox"/> Behind Schedule
4)			<input type="checkbox"/> On Schedule <input type="checkbox"/> Ahead of Schedule <input type="checkbox"/> Behind Schedule
5)			<input type="checkbox"/> On Schedule <input type="checkbox"/> Ahead of Schedule <input type="checkbox"/> Behind Schedule

#### SECTION 4-B. ACTIVITY PROGRESS – BEHIND SCHEDULE

\*Complete this section if any activity in Section 4-A was identified as substantially behind schedule

Activity Type	Circumstances/Reasons	Will the activity be completed by the contract end date?	Revised implementation schedule	Is a contract extension necessary?	Contract amendment will be requested?
1)		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Attached	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
2)		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Attached	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
3)		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Attached	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
4)		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Attached	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

#### SECTION 5. PROGRESS OF ACTIVITIES

Describe the actual impact/outputs of work completed this reporting period in reference to grantee implementation schedule. Assess whether or not project is on schedule and including any amendments or extensions granted for the project. If final report, provide detailed description of the project location and accomplishments/beneficiaries.



☐ For Projects involving Housing or Commercial Rehabilitation activities, attach report on units assisted within the reporting period.

#### SECTION 6. NATIONAL OBJECTIVE

**SECTION 6-A. LOW & MODERATE INCOME NATIONAL OBJECTIVE****A. Total Beneficiaries This Report****B. Total Beneficiaries Cumulative**

LMI Area Benefit (LMA)	total persons	total persons
	LMI persons (    %)	LMI persons (    %)
LMI Limited Clientele (LMC)	persons	persons
LMI Housing (LMH)	households	households
LMI Jobs (LMJ)	total Jobs	total Jobs
	LMI Jobs (    %)	LMI Jobs (    %)

**SECTION 6-B. SLUM & BLIGHT NATIONAL OBJECTIVE**

<b>Slum and Blight on an Area Basis (SBA)</b>		<input type="checkbox"/> Yes <input type="checkbox"/> No
SBA Compliance Review Record (Application, Exhibit F-1)		<input type="checkbox"/> Attached
Has the Area been officially designated as Slum or Blighted by local/county government?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Is there proper documentation for designation?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Designated year	Re-designated year	
Number of Qualified Buildings/ Properties	% of Buildings/Properties	
<b>SBA NATIONAL OBJECTIVE BENEFICIARIES</b>		
	<b>A. Total This Report</b>	<b>B. Total Cumulative</b>
Number of Businesses Assisted		

<b>Slum and Blight on an Spot Basis</b>		<input type="checkbox"/> Yes <input type="checkbox"/> No
SBS Compliance Review Record (Application, Exhibit F-2)		<input type="checkbox"/> Attached
Verify the Spot is not located in an officially designated SB Area.		<input type="checkbox"/> Yes <input type="checkbox"/> No
The Activity eliminates specific conditions detrimental to public health and safety.		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>SBS NATIONAL OBJECTIVE BENEFICIARIES</b>		
	<b>A. Total This Report</b>	<b>B. Total Cumulative</b>
Number of Businesses Assisted		

**SECTION 6-C. URGENT NEED NATIONAL OBJECTIVE**

<b>Urgent Need</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
--------------------	--

**SECTION 7. RACE AND ETHNICITY**

	A. This Report		B. Cumulative	
	TOTAL POP	HISPANIC	TOTAL POP	HISPANIC
1) White				
2) Black / African American				
3) Asian				
4) American Indian / Alaskan Native				
5) Native Hawaiian / Other Pacific Islander				
6) American Indian / Alaskan Native & White				
7) Asian & White				
8) Black / African American & White				
9) American Indian / Alaskan Native & Black African American				
10) Other Multi-Racial				
(Totals must match Section 12. Income Levels) <b>TOTAL:</b>				

**SECTION 8. INCOME LEVELS**

	A. This Report	B. Cumulative
Number of Incomes between 0-29% AMI		
Number of Incomes between 30-49% AMI		
Number of Incomes between 50-80% AMI		
Number of Incomes at or above 81%		



(Totals must match Section 11. Race and Ethnicity) TOTAL:		
---	--	--

SECTION 9. FEMALE HEAD OF HOUSEHOLD		
	A. This Report	B. Cumulative
Number of female head of households		

SECTION 10. HOUSING REHABILITATION PROJECTS			
Applicable Lead Paint Requirement:	# of Units	Lead Hazard Remediation Actions: (rehabilitation only) # of Units	
Housing constructed before 1978		Lead Safe Work Practices (Hard costs <=\$5,000)	
Exempt: housing constructed 1978 or later		Interim Controls or Standard Practices (\$5,000-\$25,000)	
Otherwise exempt		Abatement (Hard costs >\$25,000)	
Exempt: No paint disturbed			
<b>Cumulative Total</b>		<b>Cumulative Total</b>	

SECTION 11. INDICATOR / BENEFICIARY DATA							
Activity	Outcome Indicator	A. PROPOSED		B. THIS REPORT		C. CUMULATIVE	
		LMI	TOTAL	LMI	TOTAL	LMI	TOTAL
1) Planning	* Total Number of persons assisted:						
2) Public Facility and/or Public Infrastructure Activities	* Total Number of persons assisted:						
	a. With new access to a facility or infrastructure						
	b. Assisted with improved access to a facility or infrastructure						
	c. That no longer have access to ONLY a substandard facility or infrastructure						
3) Rental Units	*Total number of units:						
	a. Number of affordable units						
	b. Total # units meeting section 504						
	c. Number of units created through conversion of nonresidential buildings to residential buildings						
	d. Number of units brought from substandard to VIHFA rehab standards						
	e. Number of units made lead safe						
	f. For Designated Affordable Units:						
	i. Number of years affordability restrictions apply						
	ii. Number of assisted units that are occupied by elderly households						
	iii. Number of units subsidized with project based rental assistance through a federal, state, or local program						
	iv. Number of units designated for persons with HIV/AIDS						
	v. permanent housing designated for homeless persons and families,						
4) Owner Occupied Units Rehabilitated or Improved	* Total Number of Rehabilitated Units:						
	a. Number of units occupied by elderly households						
	b. Number of units brought from substandard to NVIHFA rehab standards						
	c. Number of units made lead safe						
	d. Number of units that that grantee chose to make accessible under Section 504						

**SECTION 11. INDICATOR / BENEFICIARY DATA**

Activity	Outcome Indicator	A. PROPOSED		B. THIS REPORT		C. CUMULATIVE	
		LMI	TOTAL	LMI	TOTAL	LMI	TOTAL
5) Homeowner-ship units constructed, acquired, and/or acquired with rehabilitation activities	<b>* Total number of housing units completed in the project:</b>						
	a. Number of units available for purchase only by households below 80% of area median income						
	b. Number of years affordability restrictions apply (for applicable units)						
	c. Number of units made fully accessible under section 504						
	d. Number of units occupied by households previously living in subsidized housing						
	e. Number of units designated for persons with HIV/AIDS						
	i. of those, number of units designated for chronically homeless						
	f. Permanent housing designated for homeless persons and families						
	i. of those, number of units designated for chronically homeless						
6) Homebuyer Down-payment Assistance	<b>* Total number of households receiving homebuyer assistance:</b>						
	a. Number of those served who are first time buyers						
	b. Number of households receiving down payment assistance and/or closing cost assistance						
	c. Minimum per property affordability period in the program						
	d. Number with new (continuing access to homebuyer assistance						
	e. Number of persons assisted with new access to a service						
	f. Number of persons assisted with improved access to a service						
	g. Number of persons assisted who no longer have access to ONLY a sub-standard service						
NOTE: The service in "e-g" refers to a Down-payment Assistance Service							



SECTION 11. INDICATOR / BENEFICIARY DATA							
Activity	Outcome Indicator	A. PROPOSED		B. THIS REPORT		C. CUMULATIVE	
		LMI	Total	LMI	TOTAL	LMI	TOTAL
7) Jobs Created	* Total number of jobs created:						
	a. of total, number with employer sponsored health care benefits						
	b. number unemployed prior to taking jobs created						
	c. # jobs for each job type (EDA Classifications)**	Report in Section 17 of this report					
8) Jobs Retained	* Total number of jobs retained:						
	a. of total, number with employer sponsored health care benefits						
	b. # jobs for each job type (EDA Classifications)**	Report in Section 17 of this report					
9) Businesses Assisted  <i>Commercial / industrial improvements by a grantee or nonprofit; Direct ED assistance to private for profit companies; Rehab for a publicly or privately owned commercial or industrial bldg</i>	* Total businesses assisted:						
	a. # of new businesses						
	b. # of existing businesses						
	i. Of those, number of expansions						
	ii. Of those, number of relocations						
	c. DUNS # of business(es)	If more than one business applies, attach a separate sheet with DUN's # for each business.					

SECTION 12. Job Creation/Retention Proposed / Actual Data							
	A. Proposed		B. THIS REPORT		C. CUMULATIVE		
	Created	Retained	Created	Retained	Created	Retained	
Full Time:							
Full Time Low/Mod (LMI)							
Part Time:							
Part Time Low/Mod: (LMI)							
LMI%							

SECTION 13. Economic Development Administration Job Categories				
TOTAL	A. THIS REPORT		B. CUMULATIVE	
	JOBS CREATED	JOBS RETAINED	JOBS CREATED	JOBS RETAINED
1. Officials and Managers				
2. Professional				
3. Technicians				
4. Sales				
5. Office and Clerical				
6. Craft Worker				
7. Operatives (semi-skilled)				
8. Laborers (unskilled)				
9. Service Workers				
Must match in Section 15, #7 or #8 TOTAL:				



### SECTION 14. SECTION 3 NEW HIRES

This table must include aggregate numbers for this reporting period including:


- New employees hired by the grantee, whether working on the CDBG project or not, that were hired for construction or construction-related jobs.
- New employees of contractors and sub-contractors working on the CDBG project that were hired for all jobs.

Job Category	Total number of New Hires	Total Section 3 Resident New Hires	Total staff hours worked by all new hires on the CDBG project	Total staff hours worked by all Section 3 Resident new hires on the CDBG project
Professional				
Technicians				
Office/clerical				
<b>Construction by Trade (list)</b>				
Trade:				
Trade:				
Trade:				
<b>Other (list)</b>				
<b>TOTAL</b>				

*\*Please do not include employees reported on previous Project Status Reports.*

Indicate the efforts made to direct the employment and other opportunities generated by the CDBG grant toward low-to-moderate income persons, particularly those who are recipients of government assistance for housing. (check all that apply)

**Narrative:**



## SECTION 15. MBE/WBE REPORTING

CONTRACTUAL OBLIGATIONS <sup>1</sup> (COMPLETE THIS TABLE FOR ALL CONTRACTS)		Grant #:
--	--	----------

Grant #:

[illegible]

<b>Type of Trade Codes:</b>  1a – New Construction 1b – Other Construction 2 – Education/Training 3 – Other	<b>Business Racial Ethnic Information:</b> 1 – White American 2 – Black American 3 – Native American 4 – Hispanic American 5 – Asian/Pacific American 6 – Hasidic Jew
--	---

**Attach additional sheets as necessary.**

**SECTION 16. DRAW DOWN REVIEW**

<b>Draw Down Request:</b>		<b>Amount Requested:</b>	
<b>Activity Code/ Activity Description</b>	<b>CDBG Amount</b>	<b>Match Amount</b>	<b>Documentation Submitted to VIHFA</b>
1)			<input type="checkbox"/> Invoices <input type="checkbox"/> Bank Statements <input type="checkbox"/> Cancelled Checks
2)			<input type="checkbox"/> Invoices <input type="checkbox"/> Bank Statements <input type="checkbox"/> Cancelled Checks
3)			<input type="checkbox"/> Invoices <input type="checkbox"/> Bank Statements <input type="checkbox"/> Cancelled Checks
<b>Draw Down Request:</b>		<b>Amount Requested:</b>	
<b>Activity Code/ Activity Description</b>	<b>CDBG Amount</b>	<b>Match Amount</b>	<b>Documentation Submitted to VIHFA</b>
1)			<input type="checkbox"/> Invoices <input type="checkbox"/> Bank Statements <input type="checkbox"/> Cancelled Checks
2)			<input type="checkbox"/> Invoices <input type="checkbox"/> Bank Statements <input type="checkbox"/> Cancelled Checks
3)			<input type="checkbox"/> Invoices <input type="checkbox"/> Bank Statements <input type="checkbox"/> Cancelled Checks
<b>Draw Down Request:</b>		<b>Amount Requested:</b>	
<b>Activity Code/ Activity Description</b>	<b>CDBG Amount</b>	<b>Match Amount</b>	<b>Documentation Submitted to VIHFA</b>
1)			<input type="checkbox"/> Invoices <input type="checkbox"/> Bank Statements <input type="checkbox"/> Cancelled Checks
2)			<input type="checkbox"/> Invoices <input type="checkbox"/> Bank Statements <input type="checkbox"/> Cancelled Checks
3)			<input type="checkbox"/> Invoices <input type="checkbox"/> Bank Statements <input type="checkbox"/> Cancelled Checks
<b>Draw Down Request:</b>		<b>Amount Requested:</b>	
<b>Activity Code/ Activity Description</b>	<b>CDBG Amount</b>	<b>Match Amount</b>	<b>Documentation Submitted to VIHFA</b>
1)			<input type="checkbox"/> Invoices <input type="checkbox"/> Bank Statements <input type="checkbox"/> Cancelled Checks
2)			<input type="checkbox"/> Invoices <input type="checkbox"/> Bank Statements <input type="checkbox"/> Cancelled Checks
3)			<input type="checkbox"/> Invoices <input type="checkbox"/> Bank Statements <input type="checkbox"/> Cancelled Checks

Attach additional sheets as necessary.

VIHFA USE ONLY				
Performance Review – Risk Analysis Compliance Checklist Submitted by Grantee				<input type="checkbox"/> Yes <input type="checkbox"/> No
Monitoring Type	Date Scheduled	Date Conducted	Report Issued	Clearance Letter
<input type="checkbox"/> Desktop, Semi-Annual				
<input type="checkbox"/> Desktop, Comprehensive				
<input type="checkbox"/> On-Site				

## **APPENDIX G**

### **RECORDS REQUIREMENTS AND RECORDS RETENTION**

**A. Virgin Islands Water and Power Authority (VIWAPA)** shall maintain, and require all sub-recipients, VIHFAs, borrowers, contractors and all tiers of subcontractors to maintain, all Program records required by 24 CFR 570.506 for five (5) years following close-out of the Agreement or the Grant Fund Agreement, as applicable. These records shall include the following as applicable:

- The executed Agreement;
- Description, geographic location and budget of each funded Activity;
- Eligibility and national objective determinations for each Activity;
- Personnel files;
- Property management files;
- HUD monitoring correspondence;
- Citizen participation compliance documentation;
- Fair Housing and Equal Opportunity records;
- Environmental review and regulatory compliance documents;
- Documentation of compliance with other federal requirements (e.g., Davis-Bacon, Uniform Relocation Act, and Lead-Based Paint, etc.); and

**B. FINANCIAL RECORDS** to be maintained include:

- Chart of accounts;
- Manual on accounting procedures;
- Accounting journals and ledgers;
- Source documentation (such as purchase orders, invoices, canceled checks);
- Procurement files (from solicitation to contract);
- Status of reimbursements;
- Real property inventory, if applicable;
- Bank account records (including revolving loan fund records, if applicable);
- Draw down requests;
- Payroll records and reports including timesheets or timecards as applicable;
- Financial reports;

- Audit files; and
- Relevant financial correspondence.

C. PROJECT/ACTIVITY records should include the following documentation:

- Eligibility of the Activity for Grant Funding;
- Evidence of having met a national objective (See 24 CFR 570.482);
- All State and Federal environmental regulatory review(s) and approval(s)
- Procurement policy
- Any cost analysis, RFP(s), evaluation criteria, evaluations, award letters, notification letters, bids or contracts;
- Characteristics and locations of the Programs and each Program Activity;
- Compliance with special program requirements, such as coordination and cooperation with any other departments;
- Budget and expenditure information (including draw requests); and
- The status of the Program and each Activity / monthly progress reports

D. ACCESS TO RECORDS AND RIGHT TO INSPECT

With respect to those records referenced in Appendix C "HUD General Requirements" below, the VIHFA and the VIWAPA (Agency) shall comply with the retention and access requirements set forth in 24 CFR 570.506. The VIHFA, HUD, the Comptroller General of the United States, and any of their duly authorized representatives or agents, shall have access to, and the right to examine, all records, books, documents, and papers of the HFA and the VIWAPA created under this Agreement for the purpose of audits, examinations, and making excerpts and transcriptions.

The VIWAPA (Agency) and the VIHFA shall provide reasonable access to records regarding the past use of CDBG funds in compliance with applicable Territorial and Federal laws and regulations regarding privacy and obligations of confidentiality.

All records, reports, documents, or other material or data, including electronic data, related to this Agreement and/or obtained or prepared by VIWAPA, (Agency) and all repositories and databases compiled or used, regardless of the source of information included therein, in connection with performance of the services contracted for herein shall become the property of HFA, and shall, upon request, be returned by VIWAPA (Agency) to VIHFA at termination or expiration of this Agreement.





## VIRGIN ISLANDS HOUSING FINANCE AUTHORITY

3202 Demarara Plaza • Suite 200 • St. Thomas, USVI 00802-6447

Telephone: (340) 777-4432 • Fax: (340) 775-7913

Email: [vihfa@vihfa.gov](mailto:vihfa@vihfa.gov)

August 7, 2019

Mr. Lawrence J. Kupfer  
Executive Director  
Virgin Islands Water and Power Authority  
P.O. Box 1450  
St. Thomas, VI 00804-1450

RE: Appendix I: Notice to Proceed, Randolph Harley Power Plant New Generation Project

Dear Mr. Kupfer:

The Virgin Islands Water and Power Authority (VIWAPA) is hereby officially authorized to conduct **procurement, design and engineering activities only** for the selection of a firm to design, purchase and construct the generators and battery storage systems necessary on the above identified project.

VIWAPA must consult with the Virgin Islands Housing Finance Authority (VIHFA) upon the receipt of bids and selection of a firm and must obtain an additional Notice to Proceed for further activities, per the Project Agreement No. WAPA-001-2019. Additionally, VIWAPA must provide a detailed breakdown of WAPA's internal line item cost as proposed with the Tranche 1 project budget for review and approval, prior to any request for payment. **VIWAPA is prohibited from taking any actions for the purchase and/or construction activities until VIHFA has issued VIWAPA a Notice to Proceed specifically for those activities, as outlined in Project Agreement No. WAPA-001-2019.**

Enclosed is a copy of the Subrecipient Agreement executed between VIWAPA and VIHFA on July 19, 2019 that stipulates policies, procedures and regulations governing the implementation of this project. Please be reminded that the available Community Development Block Grant Disaster Recovery (CDBG-DR) amount for this project for **procurement, design and engineering** is **\$6,938,000.00**. Any costs in excess of this amount must be borne by VIWAPA. In addition, CDBG-DR funds may only be used by VIWAPA to pay for, or to reimburse, costs incurred on or after the date of this Notice to Proceed.

I look forward to a very productive relationship with VIWAPA for the recovery, resiliency and empowerment of communities within the Virgin Islands. If you have any questions, please contact Mr. Mario Leonard, Infrastructure Program Manager at (340) 777-4432.

Sincerely,

A handwritten signature in blue ink, appearing to read "Daryl Griffith", is written over the word "Sincerely".

Daryl Griffith  
Executive Director

Enclosure



*Unlocking the Door to Affordable Housing*

St. Croix Office: 100 Lagoon Complex • Suite 4 • Frederiksted, VI 00840-3912 • Telephone: (340) 772-4432